STATE OF NEW YORK

8729

IN SENATE

January 7, 2026

Introduced by Sen. MAY -- read twice and ordered printed, and when printed to be committed to the Committee on Judiciary

AN ACT to amend the real property law, in relation to enacting the "right to home inspection act"

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Short title. This act shall be known and may be cited as the "right to home inspection act".

§ 2. The article heading of article 14 of the real property law, as added by chapter 456 of the laws of 2001, is amended to read as follows:

PROPERTY CONDITION DISCLOSURE **AND RIGHT TO INSPECTION** IN THE SALE OF RESIDENTIAL REAL PROPERTY

§ 3. Section 461 of the real property law is amended by adding 8 new subdivisions 7, 8, 9, 10, 11, 12, 13, and 14 to read as follows:

7. "Inspection" means the process by which a home inspector observes and provides, pursuant to the transfer of title of residential real property, condominium units, or cooperative apartments, a written evaluation of readily accessible components of the residential structure including, but not limited to, heating, cooling, plumbing and electrical systems, structural components, foundation, roof, masonry structure, exterior and interior components and any other related residential housing components and, for the purposes of condominium units and cooperative apartments, and, solely to the extent readily accessible from and relevant to the unit and customarily observed in the course of such inspection, any associated common areas.

8. "Inspection period" means the period under which a prospective buyer of residential real property has the right to have such property inspected by a licensed home inspector under subdivision one of section four hundred sixty-seven of this article, beginning the day after the buyer receives a fully signed purchase agreement.

9. "Buyer" means a person or entity, excluding relatives of a seller, who makes a purchase offer to a seller of a home, or who has entered into a purchase agreement for a home with a seller.

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

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10. "Home" means a residential real property containing not more than four separate units.

11. "Purchase agreement" means a binding real estate purchase contract for a home that would, upon acceptance and signing by both buyer and seller, and subject to satisfaction of any contingencies, require the buyer to accept a transfer of title.

12. "Purchase offer" means any verbal or written proposal submitted to a seller or seller's agent by a prospective buyer or buyer's agent for purchase of a home.

13. "Relative" means the spouse, sibling, child, parent, grandparent, grandchild, great-grandchild, or great-grandparent of an individual.

14. "Seller" means any person or entity who is the legal owner of a home (or, one of those legally authorized to convey the interest in a home when it is held in an estate or trust) to whom a purchase offer for a home is made by a buyer and/or who has entered into a purchase agreement for sale of the home with a buyer.

15. "Ancillary inspection or test" means any additional evaluation a buyer may choose to obtain, such as water quality, environmental testing or pest evaluation.

§ 4. The real property law is amended by adding a new section 467 to read as follows:

§ 467. Right to inspection. 1. Notwithstanding any law to the contrary, except as otherwise provided in this section, a buyer of a home shall have the right to have such home inspected by a home inspector licensed under article twelve-B of this chapter of their choice, within ten business days, not to exceed fourteen calendar days, beginning on the day after the buyer's receipt of a purchase agreement signed by both parties, or longer as the seller and buyer may agree in writing, of receipt by the buyer of a purchase agreement for sale of a seller's home, signed and dated in agreement by both the buyer and seller. Such right shall not be precluded by any evaluation undertaken by or on behalf of the buyer or others in advance of a signed purchase agreement.

2. (a) No seller of a home, or agent thereof, shall condition the acceptance of a purchase offer on the buyer's agreement to waive, limit, restrict or otherwise forego the buyer's right to have such home inspected except when the sale of the home is to occur at an auction.

(b) No seller shall accept an offer to purchase from any buyer or agent thereof who, in advance of the seller's acceptance of the offer, informs the seller either directly or indirectly that the buyer intends to waive in whole or in part the buyer's right to inspection; provided, however, that the seller may accept such an offer without violating this section if the buyer is: (i) a relative of the seller; or (ii) the former spouse of the seller and the sale of the structure or unit is being made pursuant to a judgment or order.

(c) (i) The department of state shall develop a form explaining the inspection right under this section. Such form shall be signed by both a buyer and seller before or at the first purchase offer or purchase agreement, whichever is executed first.

(ii) The language from the form developed pursuant to subparagraph (i) of this paragraph shall be included in all brokerage agreements, offers and contracts.

3. Nothing in this section shall be construed to require, mandate or otherwise compel a buyer to obtain an inspection following the acceptance by the seller of a purchase offer. The buyer's right to obtain an inspection shall expire if no inspection occurs within ten business days or fourteen calendar days, whichever is shorter, pursuant to subdivision

one of this section, or longer as agreed upon by the seller and buyer in writing, of the seller's acceptance of a buyer's purchase offer.

4. The seller shall provide reasonable access to the home for inspection during the inspection period. If seller-caused delay or denial of access materially prevents completion of an inspection during the inspection period, the inspection period shall be extended for a reasonable time to permit completion of the inspection. After three seller-requested reschedules, the buyer may cancel the purchase agreement and recover any deposits and documented costs.

5. Consistent with section four hundred forty-four-g of this chapter, inspection reports shall be deemed to be the property of the buyer, and shall not be disclosed without the buyer's consent, except as required by law.

6. The buyer may cancel the purchase agreement at or before five o'clock p.m. on the last day of the inspection period if unsatisfied with the inspection results, and shall be provided a full refund of deposits, issued promptly to the buyer.

7. Any seller who fails to comply with the provisions of this section shall be liable to the buyer for all damages caused by such failure to comply and shall be subject to assessment of a civil penalty not to exceed four percent of the last publicly listed asking price of the home at the time of the violation or ten thousand dollars, whichever is greater. A violation of this section by an agent shall be considered an unfair and deceptive act or practice as defined in section three hundred forty-nine of the general business law. The attorney general may take such action as may be necessary to enforce the provisions of this section.

8. The department of state, in consultation with the department of financial services and the attorney general, shall promulgate any rules and regulations necessary to effectuate the provisions of this section.

§ 5. Subdivision 1 of section 462 of the real property law, as added by chapter 456 of the laws of 2001, is amended and a new subdivision 2-a is added to read as follows:

1. Except as is provided in section four hundred sixty-three of this article, every seller of residential real property pursuant to a real estate purchase contract shall complete and sign a property condition disclosure statement as prescribed by subdivision two of this section and a right to inspection statement under subdivision two-a of this section and cause [~~it~~] such statements, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the property condition disclosure statement and the right to inspection statement containing the signatures of both seller and buyer shall be attached to the real estate purchase contract. A copy of the right-to-inspection advisory statement signed by the buyer and seller shall also be attached to the real estate purchase contract. Nothing contained in this article [~~or this~~], the disclosure statement or the right to inspection statement is intended to prevent the parties to a contract of sale from entering into agreements of any kind or nature with respect to the physical condition of the property to be sold, including, but not limited to, agreements for the sale of real property "as is".

2-a. The following shall be the right to inspection statement:

"New York State Right to Home Inspection Advisory:

New York follows the rule of caveat emptor, meaning buyers are responsible for evaluating the condition of a home before purchase. Under Real Property Law section 467, a buyer has the right to have the home

inspected by a licensed home inspector, at the buyer's expense, within the inspection period. Buyers may not waive this right in a purchase offer, and sellers may not condition acceptance of an offer on such a waiver. Sellers and agents must provide reasonable access for inspection and may not obstruct or interfere with the inspection process. A buyer may cancel the purchase agreement during the inspection period if unsatisfied with the inspection results, in accordance with Real Property Law section 467."

§ 6. This act shall take effect on the first of January next succeeding the date on which it shall have become a law. Effective immediately, the addition, amendment and/or repeal of any rule or regulation necessary for the implementation of this act on its effective date are authorized to be made and completed on or before such effective date.