

STATE OF NEW YORK

8729--B

IN SENATE

January 7, 2026

Introduced by Sens. MAY, CLEARE, GONZALEZ -- read twice and ordered printed, and when printed to be committed to the Committee on Judiciary -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

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:

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

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

5 PROPERTY CONDITION DISCLOSURE AND RIGHT TO INSPECTION

6 IN THE SALE OF RESIDENTIAL REAL

7 PROPERTY

8 § 3. Section 461 of the real property law is amended by adding nine
9 new subdivisions 7, 8, 9, 10, 11, 12, 13, 14, and 15 to read as follows:

10 7. "Inspection" means the process by which a home inspector observes
11 and provides, pursuant to the transfer of title of residential real
12 property, condominium units, or cooperative apartments, a written evalu-
13 ation of readily accessible components of the residential structure
14 including, but not limited to, heating, cooling, plumbing and electrical
15 systems, structural components, foundation, roof, masonry structure,
16 exterior and interior components and any other related residential hous-
17 ing components and, for the purposes of condominium units and cooper-
18 ative apartments, and, solely to the extent readily accessible from and
19 relevant to the unit and customarily observed in the course of such
20 inspection, any associated common areas.

21 8. "Inspection period" means the period under which a prospective
22 buyer of residential real property has the right to have such property
23 inspected by a licensed home inspector under subdivision one of section

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

LBD13522-12-6

1 four hundred sixty-seven of this article, beginning the day after the
2 buyer receives a fully signed purchase agreement.

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

6 10. "Home" means a residential real property containing not more than
7 four separate units, including condominium units and cooperative apart-
8 ments.

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

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

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

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

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

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

28 § 467. Right to inspection. 1. Notwithstanding any law to the contra-
29 ry, except as otherwise provided in this section, a buyer of a home
30 shall have the right to have such home inspected by a home inspector
31 licensed under article twelve-B of this chapter of their choice, within
32 ten business days, not to exceed fourteen calendar days, beginning on
33 the day after the buyer's receipt of a purchase agreement signed by both
34 parties, or longer as the seller and buyer may agree in writing, of
35 receipt by the buyer of a purchase agreement for sale of a seller's
36 home, signed and dated in agreement by both the buyer and seller. Noth-
37 ing in this section shall be construed to prohibit or discourage a buyer
38 from obtaining an inspection or other evaluation of the home prior to
39 execution of a purchase agreement; provided, however, that no seller or
40 agent thereof may condition acceptance of an offer upon waiver, limita-
41 tion, or restriction of the rights established under this section.

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

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

54 (c) (i) The department of state shall develop a form explaining the
55 inspection right under this section. Such form shall be signed by both a

1 buyer and seller before or at the first purchase offer or purchase
2 agreement, whichever is executed first.

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

6 3. Nothing in this section shall be construed to require, mandate or
7 otherwise compel a buyer to obtain an inspection following the accept-
8 ance by the seller of a purchase offer. The buyer's right to obtain an
9 inspection shall expire if no inspection occurs within ten business days
10 or fourteen calendar days, whichever is shorter, pursuant to subdivision
11 one of this section, or longer as agreed upon by the seller and buyer in
12 writing, of the seller's acceptance of a buyer's purchase offer.

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

20 5. Consistent with section four hundred forty-four-g of this chapter,
21 an inspection report prepared for a buyer pursuant to this section shall
22 be confidential to such buyer. Such buyer shall not be required, by
23 agreement or otherwise, to disclose such inspection report to any sell-
24 er, agent, broker, or other person as a condition of contract formation,
25 negotiation, or closing, except as required by law. Nothing in this
26 section shall be construed to prohibit such buyer from voluntarily
27 disclosing such inspection report or from sharing such inspection report
28 with advisors, contractors, or other persons of such buyer's choosing,
29 including disclosure for purposes of obtaining repair estimates, legal
30 advice, insurance review, or evaluation by contractors, engineers, or
31 other professionals.

32 6. The buyer may cancel the purchase agreement at or before five
33 o'clock p.m. on the last day of the inspection period if the buyer
34 determines, based upon conditions identified through an inspection or
35 ancillary inspection or test conducted pursuant to this section, that
36 the home is unsatisfactory to the buyer. Written notice of the cancella-
37 tion shall identify that the cancellation is based upon inspection find-
38 ings under this section, but the buyer shall not be required to provide
39 the inspection report or disclose the contents thereof except as volun-
40 tarily chosen by the buyer. Upon such cancellation, the buyer shall be
41 provided a full refund of deposits, issued promptly to the buyer.

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

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

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

4 1. Except as is provided in section four hundred sixty-three of this
5 article, every seller of residential real property pursuant to a real
6 estate purchase contract shall complete and sign a property condition
7 disclosure statement as prescribed by subdivision two of this section
8 and a right to inspection statement under subdivision two-a of this
9 section and cause [~~it~~] such statements, or a copy thereof, to be deliv-
10 ered to a buyer or buyer's agent prior to the signing by the buyer of a
11 binding contract of sale. A copy of the property condition disclosure
12 statement and the right to inspection statement containing the signa-
13 tures of both seller and buyer shall be attached to the real estate
14 purchase contract. A copy of the right-to-inspection advisory statement
15 signed by the buyer and seller shall also be attached to the real estate
16 purchase contract. Nothing contained in this article [~~or this~~], the
17 disclosure statement or the right to inspection statement is intended to
18 prevent the parties to a contract of sale from entering into agreements
19 [~~of any kind or nature~~] with respect to the physical condition of the
20 property to be sold, including, but not limited to, agreements for the
21 sale of real property "as is". Nothing contained in this article, the
22 disclosure statement, or the right to inspection statement shall be
23 construed to prohibit the sale of residential real property 'as is' or
24 to require the seller of such 'as is' property to undertake repairs or
25 renegotiate the terms of sale based upon inspection findings; provided,
26 however, that no agreement shall waive, limit, or restrict the buyer's
27 rights under section four hundred sixty-seven of this article.

28 2-a. The following shall be the right to inspection statement:

29 "New York State Right to Home Inspection Advisory:

30 New York follows the rule of caveat emptor, meaning buyers are respon-
31 sible for evaluating the condition of a home before purchase. Under Real
32 Property Law section 467, a buyer has the right to have the home
33 inspected by a licensed home inspector, at the buyer's expense, within
34 the inspection period. Buyers may not waive this right in a purchase
35 offer, and sellers may not condition acceptance of an offer on such a
36 waiver. Sellers and agents must provide reasonable access for inspection
37 and may not obstruct or interfere with the inspection process. A buyer
38 may cancel the purchase agreement during the inspection period if unsat-
39 isfied with the inspection results, in accordance with Real Property Law
40 section 467."

41 § 6. This act shall take effect on the one hundred eightieth day after
42 it shall have become a law; provided, however, that the provisions of
43 this act shall not apply to any purchase offer made or purchase agree-
44 ment executed prior to such effective date. Effective immediately, the
45 addition, amendment and/or repeal of any rule or regulation necessary
46 for the implementation of this act on its effective date are authorized
47 to be made and completed on or before such effective date.