

# STATE OF NEW YORK

9629

## IN ASSEMBLY

January 21, 2026

Introduced by M. of A. CLARK -- read once and referred 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.

LBD13522-04-6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34 1. Except as is provided in section four hundred sixty-three of this  
35 article, every seller of residential real property pursuant to a real  
36 estate purchase contract shall complete and sign a property condition  
37 disclosure statement as prescribed by subdivision two of this section  
38 and a right to inspection statement under subdivision two-a of this  
39 section and cause ~~it~~ such statements, or a copy thereof, to be deliv-  
40 ered to a buyer or buyer's agent prior to the signing by the buyer of a  
41 binding contract of sale. A copy of the property condition disclosure  
42 statement and the right to inspection statement containing the signa-  
43 tures of both seller and buyer shall be attached to the real estate  
44 purchase contract. A copy of the right-to-inspection advisory statement  
45 signed by the buyer and seller shall also be attached to the real estate  
46 purchase contract. Nothing contained in this article ~~[or this]~~, the  
47 disclosure statement or the right to inspection statement is intended to  
48 prevent the parties to a contract of sale from entering into agreements  
49 of any kind or nature with respect to the physical condition of the  
50 property to be sold, including, but not limited to, agreements for the  
51 sale of real property "as is".

52 2-a. The following shall be the right to inspection statement:

53 "New York State Right to Home Inspection Advisory:

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

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

9 § 6. This act shall take effect on the first of January next succeed-  
10 ing the date on which it shall have become a law. Effective immediately,  
11 the addition, amendment and/or repeal of any rule or regulation neces-  
12 sary for the implementation of this act on its effective date are  
13 authorized to be made and completed on or before such effective date.