

**440-RICR-10-00-5**

## **TITLE 440 – CONTRACTORS’ REGISTRATION AND LICENSING BOARD**

### **CHAPTER 10 – GENERAL ADMINISTRATION**

#### **SUBCHAPTER 00 - N/A**

PART 5 – Rules and Regulations for Home Inspectors and Associate Home Inspectors

#### **5.1 Authority**

These rules and regulations are promulgated pursuant by the Contractors’ Registration and Licensing Board ("Board") in accordance with to R.I. Gen. Laws §§ 5-65-17 and 5-65.1-3.

#### **5.2 Purpose**

The purpose of this Part is to administer and enforce the provisions of the Rhode Island Home Inspector Licensing Law, R. I. Gen Laws Chapter 5-65.1, and to promote public safety, health, and welfare by providing a mechanism to ensure that all home inspectors and associate home inspectors conducting business in the State of Rhode Island have the requisite skills, training, and experience necessary to safely and adequately conduct home inspections within this state. Any person who fails to be licensed as a home inspector or associate home inspector, as stipulated, is subject to penalties for operating without a license.

#### **5.3 Incorporated Materials**

Reserved

#### **5.4 Definitions**

- A. In addition to the terms defined in R.I. Gen. Laws §§ 5-65-1, 5-65.1-2, and § 1.5 of this [Subchapter](#), the following terms shall have the following meanings.
1. “Appurtenance” means any accessory improvement to real estate associated and attached to the primary structure.
  2. “Attic space” means the unfinished space between the ceiling joists or truss chords of the top floor, and the underside of the roof framing.
  3. “Automatic safety controls” means the devices designed and installed to protect systems and components from excessively high or low pressures

and temperatures, excessive electrical current, loss of water, flooding, loss of ignition, fuel leaks, fire, freezing, or other unsafe conditions.

4. "Basement/cellar" means the portion of a dwelling that is partly or completely below grade.
5. "Branch circuit" means a portion of a wiring system that extends beyond the final automatic overcurrent protective device and terminates at the utilization device or outlet.
6. "Buyer's broker" means a real estate broker or salesperson who has a written contractual agreement or a written agency disclosure between the buyer and the real estate broker specifying that the real estate broker is acting exclusively for the buyer as a buyer's broker.
7. "Central air conditioning" means a system that uses ducts to distribute cooled and/or dehumidified air to more than one room or uses pipes to distribute chilled water to heat exchangers in more than one room, and which is not plugged into an electrical outlet.
8. "Client" means a person who engages, or seeks to engage, the services of a licensed home inspector for the purpose of obtaining an inspection and written report of the condition of a residential building.
9. "Common elements" means all portions of a condominium other than the units.
10. "Component" means a readily accessible and observable element that comprises a part of a system, and which is necessary for the safe, and/or, proper function of the system.
11. "Conditioned surface" means the surface of a floor and/or ceiling that is being mechanically cooled and/or heated.
12. "Contract/Agreement (Pre-Inspection)" means a written agreement between the client and home inspector, signed prior to the inspection which contains the responsibilities and duties of each party and fee to be paid.
13. "Cross connection" means any physical connection or arrangement between potable water and any source of contamination.
14. "Dangerous or adverse situation(s)" means a situation that poses a threat of injury to the inspector's health and welfare as determined by the inspector.
15. "Decorative ornamental" means something that is not required for the operation of the essential systems and components of a home.

16. "Describe" means to give an account in words of the relevant characteristics, qualities, or events observed by the home inspector.
17. "Detached structure" means a freestanding structure not attached to the primary dwelling.
18. "Direct supervision" means the on-site and in-view observation and guidance of a supervisee (i.e., associate home inspector) who is performing an assigned activity during a home inspection.
19. "Dismantle" means to take apart or remove any component, device, or piece of equipment that is bolted, screwed, or fastened that a homeowner in the course of normal household maintenance would not take apart other than the electrical panel cover(s).
20. "Ductless/Split system" means a ductless system that provides heating, cooling and/or dehumidified air to an area that is not plugged into an electrical outlet.
21. "Dwelling" means a house, townhouse, condominium, cottage, or residential building.
22. "Electrical services" means all electrical services or repairs must be performed by an individual who holds the required license.
23. "Environmental services" means services that require physical samples to be taken and analyzed by a laboratory to determine the type and presence of contaminants and/or organic compounds.
24. "Essential elements/items" means areas such as heating, plumbing, roofs, entrance, mechanical, electrical, and water that are mutually shared and directly attributed to the unit being inspected.
25. "Exclusions" means those items that are not part of and/or that are not included in the standards of practice and are to be provided by other specialists of the client's choice. However, they may be included in the inspection as part of the optional fee-based services.
26. "Feeder" means all service conductors between the service equipment, the source of a separately derived system, or other power supply source and the final branch circuit over current device.
27. "Fully depreciated" means an item/system/component inspected that is no longer under the manufacturer's warranty and it is reaching the end of its serviceable life, that has no dollar value or salvageable value and replacement should be anticipated.

28. "Functional drainage" means a drain is functional when it empties in a reasonable amount of time and does not overflow when another fixture is drained simultaneously.
29. "Functional flow" means a reasonable flow at the highest fixture in a dwelling when another fixture is operated simultaneously.
30. "Further evaluation" means an examination and analysis by a qualified professional, tradesperson, or service technician is needed because the examination is beyond the scope of the services of a home inspector as defined in these rules and regulations.
31. "Heating services/repair" means all heating service or repair must be performed by an individual who holds the required license.
32. "Home inspection company" means any licensed company or business entity that employs or contracts a licensed inspector, or that subcontracts the inspection or any portion of the inspection.
33. "Household appliances" means kitchen and laundry appliances, room air conditioners, and similar appliances.
34. "Indirect supervision" means the oversight of activities other than direct observation performed by the supervisor in order to provide guidance. These activities may include: meeting with the supervisee; reviewing reports prepared by the supervisee; review and evaluation of the supervisee's activities in connection with home inspections; and supervisory conferences that may be conducted by telephone.
35. "In need of repair" means does not adequately function or perform as intended and/or presents a safety hazard and therefore requires repair.
36. "Installed" means attached or connected such that the installed item requires tools for removal.
37. "Inspect" means to examine readily accessible systems and components of a building in accordance with these Standards of Practice, using normal operating controls and opening readily operable access panels.
38. "Interior wiring" means wiring including the exposed and readily observable feeder and branch circuit wiring in the dwelling.
39. "Limited common element" means a portion of the common elements, allocated by declaration or by operation of R.I. Gen Laws. §§ 34-36.1-2.02(2) or (4) for the exclusive use of one or more but fewer than all of the units.

40. "Mock inspection" means a simulated home inspection carried out for the purposes of training only and no client is involved.
41. "National home inspectors' examination" means the written and/or electronic competency examination approved by the Board and administered by the Board or a Board-approved third party.
42. "Normal operating controls" means a device such as a thermostat, switch, or valve that may be operated by an individual and does not require specialized skill or knowledge.
43. "Observe" means the act of making a visual examination; to see, perceive, or notice.
44. "Observable" means the ability to inspect without the removal of fixed or finished coverings, obstructions, and/or stored materials.
45. "On-site water supply quality" means the condition of the potable water based on an evaluation of its bacterial, chemical, mineral and solids content.
46. "On-site water supply quantity" means the volume of water available as measured over a period of time.
47. "Operate" means to cause systems or equipment to function using normal operating controls.
48. "Optional services" means services that are beyond the scope of the home inspection as defined by the standards and which are agreed upon with the client, with or without compensation (optional services for compensation are referred to as "Optional Fee Based Services").
49. "Plumbing services" means all plumbing service or repair must be performed by an individual who holds the required license.
50. "Primary windows and doors" means windows and exterior doors that are designed to remain in their respective openings year-round.
51. "Readily accessible" means capable of being reached quickly for visual inspection without requiring the inspector to climb over, remove, destroy, or dismantle any personal property, and/or any action that will likely involve risk to persons or property.
52. "Readily operable access panel" means a panel provided for homeowner inspection and maintenance, which has removable or operable fasteners or latch devices in order to be lifted, swung open, or otherwise removed by one person, and its edge and fasteners are not painted in place. The

panel must be within normal reach and not blocked by stored items, furniture, or building components.

53. "Readily observable" means able to be seen/observed at the time of the inspection without the removal of installed or finished coverings and/or stored materials.
54. "Readily observable signs" means conditions of deterioration on the structure, including, but not limited to: water stains, wood destroying fungi, insect infestation and suggesting the potential for concealed damage.
55. "Recreational facilities" means whirlpools, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other entertainment or athletic facilities.
56. "Report" means an electronic or written document by the inspector, setting forth his/her findings from the home inspection and including a detailed description of the condition of the systems and components observed in accordance with standards of practice and scope of inspection. The inspector must state in the report whether any system or component observed is in need of repair or requires further evaluation or investigation. Additionally, all reports must include: the licensee's license number; a notice that any claims regarding the home inspection or the inspector who performed the inspection may be directed to the Board; the current address and telephone number of the Board; and, where applicable, a disclosure that an inspection was performed by an associate home inspector.
57. "Representative number" means for multiple identical interior components (such as windows and electrical outlets) the inspector must inspect at least two (2) such components per room, and for multiple identical exterior components (such as outdoor electrical outlets) the inspector must inspect at least one (1) such component on each side of the dwelling, provided that the components to be inspected are readily accessible.
58. "Roof drainage system" means gutters, downspouts, leaders, splash blocks, and similar components used to carry water off a roof and away from a dwelling or residential building.
59. "Safe access" means access free from any encumbrances, hazardous materials, or health and safety hazards, which the inspector may determine will not jeopardize his/her health and safety.
60. "Safety glazing" means tempered glass, laminated glass, or rigid plastic.
61. "Safety hazard" means a condition in a readily accessible installed system or component that the inspector deems to be unsafe or of significant risk of personal injury during normal day-to-day use. The risk may be due to

damage, deterioration, improper installation, or a change in the accepted residential construction standards.

62. "Seller/Seller's representative" means the owner of the property or one legally authorized to act on behalf of the owner, such as an administrator, executor, guardian, or trustee, whether or not a natural person or agent representing the seller.
63. "Shut down" means the device or control cannot be operated in a manner that a homeowner would normally use to operate it; turned off, unplugged, inactive, not in service or not operational. If the safety switch or circuit breaker is in the "off" position or the fuse is missing or blown, the inspector is not required to reestablish the circuit for the purpose of operating the equipment or system.
64. "Solid fuel heating device" means any wood, coal, or other similar organic fuel burning device, including, but not limited to: fireplaces (whether masonry or factory built); fireplace inserts; stoves; central furnaces; or any combination thereof.
65. "Structural component" means a component that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads).
66. "Substantially equivalent" means, as used in these Rules and Regulations with respect to out of state licenses, the licensee must have taken and passed the National Home Inspector Examination; must have a high school degree, GED, or higher education; or if he/she took an examination other than the National Home Inspector Examination and he/she believes that it tests similar material, skills, and knowledge as the National Home Inspector Examination, he/she must petition the Board for review.
67. "Sufficient lighting" means fully lighted with a minimum of 50 lumens in all areas to be inspected.
78. "Supervisor" means the licensed home inspector designated to oversee and supervise the training of an associate home inspector, supervisee, and/or trainee.
89. "System" means a combination of interacting or interdependent components, assembled to carry out one or more functions.
70. "Technically exhaustive" means extensive use of measurements, instruments, testing, calculations, and other means to develop scientific or engineering findings, conclusions, or recommendations.
71. "Trainee" means a person participating in the associate home inspector training program who has not yet met the requirements for an associate home inspector's license.

- 72. "Underfloor crawlspace" means the area within the confines of the foundation and between the ground and the underside of the lowest floor structural component, not including the basement.
- 73. "Unit" means the physical portion of a condominium, designated for separate ownership of occupancy, the boundaries of which are described in R.I. Gen Laws § 34-36.1-2.05(a)(5).
- 74. "Window style air conditioner" means any portable type of air conditioning unit, regardless of installation.
- 75. "Wiring" means the identification of electrical conductors or wires by their general type, such as "non-metallic sheathed cable," "Romex," "armored cable," "BX," or "knob and tube," etc.

## **5.5 General Administration and Procedures**

- A. Administrative procedures for the licensing of home inspectors and associate home inspectors shall comply with the applicable provisions of R.I. Gen. Laws Chapters 5-65, 5-65.1, and the following sections of [Part 1](#) of this Subchapter:
  - 1. Delivery of Notices: § 1.5(A) of this Subchapter.
  - 2. Change of Address § 1.5(B) of this Subchapter
  - 3. Public Records and Information Requests: § 1.5(C) of this Subchapter.
  - 4. Certification of Registration/License § 1.5(D) of this Subchapter.
  - 5. Filing Fees and Record Changes § 1.5(E) of this Subchapter.

## **5.6 General Licensing Requirements**

- A. The licensing of home inspectors and associate home inspectors shall comply with the applicable provisions of R.I. Gen. Laws Chapters 5-65, 5-65.1, and the following sections of [Part 1](#) of this Subchapter:
  - 1. License Required: § 1.6.1 of this Subchapter.
  - 2. Transference of License Prohibited: § 1.6.2 of this Subchapter.
  - 3. Display of License Number: § 1.6.3 of this Subchapter.
  - 4. Business Entity Licenses: § 1.6.4 of this Subchapter.
  - 5. Nonresident Persons/Registered Agent: § 1.6.5 of this Subchapter.
  - 6. Change of License: § 1.6.6 of this Subchapter.



7. Effect on License Due to Loss of Responsible Person: § 1.6.7 of this Subchapter.
- B. As a condition of licensure, all home inspectors and associate home inspectors who are licensed with the Board, shall participate and make good faith efforts to resolve all complaints, violations, and/or contested cases within the jurisdiction of the Board. Failure to do so shall result in the Board taking action against the home inspector or associate home inspector, to the extent allowable by law, including suspending of a home inspector or associate home inspector's license, without which a home inspector or associate home inspector cannot perform work in the State of Rhode Island.
- C. Grace Period: Compliance with the requirements of this Part shall begin as of the date this Part goes into effect. Enforcement of the licensing requirements shall begin on April 1, 2020

## **5.7 Applications for Licensure**

- A. Applications for the licensing of home inspectors and associate home inspectors shall comply with the applicable provisions of R.I. Gen. Laws Chapters 5-65, 5-65.1, and the following sections of [Part 1](#) of this Subchapter:
  1. General Application: § 1.7.1 of this Subchapter.
  2. Examination: § 1.7.2 of this Subchapter.
  3. Effective Date/Term: § 1.7.3 of this Subchapter.
  4. Renewal and Reissuance of License: § 1.7.4 of this Subchapter.
  5. Lapsed License: § 1.7.5 of this Subchapter.
  6. Military Service License: § 1.7.6 of this Subchapter.
- B. Associate Home Inspector Conversion to Home Inspector:
  1. An associate home inspector licensed by the Board may apply for licensure as a home inspector subject to the following:
    - a. During the period of licensure for associate home inspector:
      - (1) Meet the requirements for licensure for home inspector.
      - (2) No fee shall be charged.
      - (3) The effective date of the home inspector license shall be the date of issuance and shall expire on the same date as the previously issued associate home inspector license.

2. Upon expiration of a license for associate home inspector:

a. Meet the requirements for licensure for home inspector.

C. Grandfather Clause:

1 After the effective date of this Regulation the Board shall issue a license to any person upon application, provided that the applicant:

a. Is of good moral character; has successfully completed high school or its equivalent; has passed an examination approved or administered by the board. The examination may have been passed before the effective date of this Regulation, and either;

b. Has been engaged in the practice of home inspections for compensation for not less than one year prior to the effective date of this chapter and has performed not less than one hundred (100) home inspections for compensation prior to the effective date of this chapter; or

c. Is a registered/licensed contractor in good standing in any state for an aggregate of not less than five (5) years; or

d. Is of good moral character; has successfully completed high school or its equivalent, and

e. Has been engaged in the practice of home inspections for compensation for not less than two (2) years and performed not less than one hundred fifty (150) home inspections for compensation prior to the effective date of this regulation.

D. Reciprocity:

1. Pursuant to R.I. Gen. Laws. § 5-65.1-8, the Board shall issue a home inspector license to any person who upon payment of the requisite fee and submission of a completed application:

a. Holds a valid license issued by another state or possession of the United States or the District of Columbia, which has standards substantially equivalent to those of this state as determined by the board; or

b. Is licensed in this state as a state certified real estate appraiser or to practice architecture or professional engineering, provided the person meets the requirements set forth in R.I. Gen. Laws §§ 5-65.1-4(a)(1), (a)(2), and (a)(4)

## **5.8 Educational Requirements - Pre-Registration and Continuing Education**

- A. Educational requirements for the licensing of home inspectors and associate home inspectors shall comply with the applicable provisions of R.I. Gen. Laws §§ 5-65, 5-65.1, and the following sections of [Part 1](#) of this Subchapter:
1. Scope: § 1.8.1 of this Subchapter.
  2. Specifications: § 1.8.2 of this Subchapter.
  3. Qualifying Education: § 1.8.3 of this Subchapter.
  4. Course Materials and Fees: § 1.8.4 of this Subchapter.
  5. Proof of Educational Course Completion Compliance: § 1.8.5 of this Subchapter.
  6. Educational Requirements: § 1.8.6 of this Subchapter.
  7. Exception to Educational Requirements: § 1.8.7 of this Subchapter.
  8. Violations for Failing to Complete Educational Requirements: § 1.8.8 of this Subchapter.
  9. Educational Course Providers § 1.8.9 of this Subchapter.
  10. Educational Courses § 1.8.10 of this Subchapter.
  11. Violations for Operating as a Non-Approved Provider: § 1.8.11 of this Subchapter.
  12. Penalties for Provider Noncompliance: § 1.8.12 of this Subchapter.
- B. Educational Requirements
1. As a condition for renewal of licensure, a home inspector or associate home inspector shall complete twelve (12) credit hours of continuing education courses during each two (2) year licensing period.
  2. The twelve (12) credit hours shall be related to the practice of home inspection or topics related to the licensee's business, including but not limited to, report writing, building codes, business procedures, inspection of particular systems and components (i.e. plumbing, mechanical, roofing, exteriors, electrical, etc.).
  3. At least one (1) credit hour per renewal cycle shall be dedicated to professional ethics and one (1) credit hour on standards of practice.

## **5.9 Complaint**

- A. The procedure for filing a complaint against a home inspector or associate home inspector shall comply with R.I. Gen. Laws Chapters 5-65, 5-65.1, and the following sections of [Part 1](#) of this Subchapter:
1. Duty to Participate: § 1.9.1 of this Subchapter.
  2. Complaints Generally: § 1.9.2 of this Subchapter.
  3. Board Initiated Investigations: § 1.9.3 of this Subchapter.
  4. The Board's Right to Refuse and/or Dismiss Complaints: § 1.9.4 of this Subchapter.

## **5.10 Notice of Accepted Complaints and Initial Board Investigation**

The rules pertaining to the notice of accepted complaints and initial board investigation shall comply with R.I. Gen. Laws Chapter 5-65 and § 1.10 of this [Subchapter](#):

## **5.11 Prehearing Conferences and Alternative Dispute Resolution**

- A. The rules pertaining to Prehearing Conferences and Alternative Dispute Resolution shall comply with R.I. Gen. Laws Chapter 5-65 and the following sections of [Part 1](#) of this Subchapter:
1. Pre-Hearing Conferences: § 1.11.1 of this Subchapter.
  2. Alternative Dispute Resolution: § 1.11.2 of this Subchapter.
  3. Pre-Hearing/Alternative Dispute Resolution Procedures: § 1.11.3 of this Subchapter.
  4. Administrative Hearings Based on Contested Cases: § 1.11.4 of this Subchapter.

## **5.12 Violations**

- A. The rules pertaining to Violations and Penalties shall comply with R.I. Gen. Laws Chapter 5-65 and the following sections of [Part 1](#) of this Subchapter:
1. Authority: § 1.12.1 of this Subchapter.
  2. Procedure for Investigating and Processing Violations: § 1.12.2 of this Subchapter.
  3. Notices of Violation / Proposed Order: § 1.12.3 of this Subchapter.

4. Fines / Penalties: § 1.12.4 of this Subchapter.
5. Court Judgments / Arbitration Awards - Effect on Registration/License: § 1.12.5 of this Subchapter.

### **5.13 Appeals**

- A. The rules pertaining to appeals shall comply with R.I. Gen. Laws § 5-65 and the following sections of [Part 1](#) of this Subchapter:
  1. Appeal of Notice of Violation to Hearing Officer: § 1.13.1 of this Subchapter.
  2. Appeal of Final Order by the Hearing Officer to the Full Board: § 1.13.2 of this Subchapter.
  3. Appeal of Final Order by the Full Board to the Superior Court: § 1.13.3 of this Subchapter.

### **5.14 Criminal Prosecution**

The rules pertaining to criminal prosecution shall comply with R.I. Gen. Laws Chapter 5-65 and § 1.14 of this Subchapter.

### **5.15 Administrative Hearings**

- A. The rules pertaining to Administrative Hearings shall comply with R.I. Gen. Laws Chapters 42-35 and 5-65 and the following sections of [Part 1](#) of this Subchapter:
  1. Notice of Hearing: § 1.15.1 of this Subchapter.
  2. Representation: § 1.15.2 of this Subchapter.
  3. Filing of Pleadings and Other Documents: § 1.15.3 of this Subchapter.
  4. Service: § 1.15.4 of this Subchapter.
  5. Time: § 1.15.5 of this Subchapter.
  6. Motions: § 1.15.6 of this Subchapter.
  7. Discovery: § 1.15.7 of this Subchapter.
  8. Subpoenas: § 1.15.8 of this Subchapter.
  9. Evidence: § 1.15.9 of this Subchapter.
  10. Conduct of Hearings: § 1.15.10 of this Subchapter.

11. Decisions: § 1.15.11 of this Subchapter.

## **5.16 Expungements**

The rules pertaining to expungements shall comply with R.I. Gen. Laws Chapter 5-65 and § 1.16 of this [Subchapter](#).

## **5.17 Default**

The rules pertaining to default shall comply with R.I. Gen. Laws Chapter 5-65 and § 1.17 of this [Subchapter](#).

## **5.18 Disqualification/Incapacity of Hearing Officer**

The rules pertaining to disqualification / incapacity of Hearing Officer shall comply with § 1.18 of this [Subchapter](#).

## **5.19 Miscellaneous Provisions**

The rules pertaining to miscellaneous provisions shall comply with § 1.19 of this [Subchapter](#).

## **5.20 Hearings - Public Information**

The rules pertaining to the hearings - public information shall comply with § 1.20 of this [Subchapter](#).

## **5.21 Publication of Orders and Notices**

The publication of all orders issued by the board and notices of hearing shall comply with the requirements of R.I. Gen. Laws § 5-65-25.

## **5.22 Equal Access to Justice for Small Business**

The rules pertaining to the equal access to justice for small business shall comply with § 1.22 of this [Subchapter](#).

## **5.23 Severability**

The rules pertaining to severability shall comply with § 1.23 of this [Subchapter](#).

## **5.24 Standards of Practice**

- A These standards of practice are intended to provide home inspectors and associate home inspectors with the purpose, scope, and requirements of a home inspection and to provide the basic understanding of what work a home inspector is to perform. These standards of practice are not all inclusive but are a minimum

standard upon which a home inspector/associate home inspector must use as a foundation for his/her performance.

- B These standards of practice establish the minimum performance requirements for home inspectors and associate home inspectors to conduct home inspections.
- C For the purposes of § 5.22 of this Part, the term "inspector" refers to the individual conducting the inspection, be it a licensed home inspector, licensed associate home inspector, and/or trainee.

#### **5.24.1 Purpose of Home Inspection**

- A. The purpose of a home inspection for residential building(s), including their attached appurtenances, is to provide the client with an inspection report that forthrightly discloses the physical conditions of all systems and components which are readily accessible and observable, and inspected pursuant to the contract, including those systems and components which are safety hazards as observed at the time of the inspection.
- B. An inspection carried out under the standards of practice for home inspections is not and shall not be construed to be a comprehensive architectural and/or an engineering study of the dwelling in question.
- C. Because a home inspection is limited in its scope and depth, the information provided to the client is not intended to provide the client with protection from all risks involved in the home buying process.

#### **5.24.2 Access**

Safe access and sufficient lighting shall be provided to the inspector as to ensure that all systems and areas to be inspected under this standard are readily accessible and observable.

#### **5.24.3 General Requirements for Home Inspectors**

- A. Inspectors shall:
  - 1. Observe readily accessible and observable installed systems and components.
  - 2. Submit a confidential written report only to the client, unless instructed by the client:
  - 3. Identify required components.
  - 4. Indicate which systems and components have not been inspected.

5. Indicate the condition of inspected systems and components that were found to be in need of repair.
  6. Record the client's name and the address of the property inspected.
  7. Record the on-site inspection start and finish times.
  8. Record the weather conditions at the time of the inspection.
  9. Record the existence of obstructions and/or conditions that prevented the inspection of the installed systems and components.
- B. The report shall only inform the client if additional investigation is required when:
1. The scope of the repair(s) is unknown; or
  2. There is potential for and it is suspected that there is concealed damage; or,
  3. The subject area is beyond the scope of the home inspector's expertise.
- C. A written contract and home inspection report is required for all home inspections, with an original copy of the contract and the home inspection report delivered only to the client, unless otherwise directed by the client.
- D. The inspector must state in the report whether any system or component observed is in need of repair or requires further evaluation or investigation. Additionally, all reports must include:
1. The licensee's license number;
  2. A notice that any claims regarding the home inspection or the home inspector/associate home inspector who performed the inspection may be directed to the Board;
  3. The current address and telephone number of the Board; and,
  4. Where applicable, a disclosure that an inspection was performed by an associate home inspector.
- E. The oversight of activities other than direct observation performed by the supervisor in order to provide guidance may include, but are not limited to, meeting with the supervisee; reviewing reports prepared by the supervisee; review and evaluation of the supervisee's activities in connection with home inspections; and supervisory conferences that may be conducted by telephone.

#### **5.24.4 General Limitation of the Home Inspection**

- A. General Limitations



1. Home inspections done in accordance with the standards set forth in this Part are visual and not technically exhaustive.
2. The home inspections standards set forth in this Part are applicable to residential buildings and condominium dwelling units, under one roof, and their attached garages.

#### **5.24.5 Scope of Home Inspection**

##### **A. System: Roofing**

1. The inspector shall observe and report on:
  - a. Roof coverings,
  - b. Exposed roof drainage systems,
  - c. Flashings,
  - d. Skylights, chimneys, and roof penetrations, and
  - e. Roof penetrations.
2. The inspector shall identify:
  - a. The type of roof covering materials,
  - b. The roof drainage system, and
  - c. The chimney materials.
3. The inspector shall note:
  - a. the methods used to observe the roofing, and
  - b. any signs of previous and/or active leaks.
4. Exclusions: In addition to the exclusions and prohibitions found in §§ 5.22.5 and 5.22.6 of this Part, the inspector shall not be required to:
  - a. Walk on the roof unless in the opinion of the Home Inspector walking on the roof will pose no risk of personal injury or damage to the roofing components.
  - b. Observe and report on:
    - (1) Attached accessories including, but not limited to: solar systems, antennae, satellite dishes and lightning arrestors; and

(2) The interior of chimney flues.

B. System: Exterior

1. The inspector shall observe and report on:
  - a. Wall cladding,
  - b. Entryway doors and windows,
  - c. Garage door,
  - d. Decks/Balconies/porches/stoops/landings/steps,
  - e. Railings/guardrails,
  - f. Flashings,
  - g. Window wells, and
  - h. Driveways, walkways, vegetation, grading, site drainage, and retaining walls with respect to their effect on the condition of the dwelling and their ability to provide safe egress.
2. The inspector shall identify:
  - a. Wall-cladding materials, and
  - b. The deck/porch component materials.
3. The inspector shall:
  - a. Probe exposed readily accessible and observable exterior components where deterioration is suspected.
    - (1) Probing is not required when probing would unduly damage any finished surface.
  - b. Operate garage doors (if the garage is attached to the main dwelling), manually or by using permanently installed controls of any garage door operator.
  - c. Test and report on the presence of, or lack of, the visible safety reversing feature of garage doors by interrupting the light beam.
4. Exclusions: In addition to the exclusions and prohibitions found in §§ 5.22.5 and 5.22.6 of this Part, the inspector shall not be required to observe and report on the following:

- a. Storm doors and windows, screening, shutters, awnings, and similar seasonal accessories,
- b. Fences, landscaping, trees, swimming pools, patios, irrigation systems,
- c. Safety glazing,
- d. Recreational facilities,
- e. Any other dwelling units or addresses in multi-unit buildings,
- f. Outbuildings and detached garages,
- g. Underground utilities, pipes, buried wires, or conduits, and
- h. To install any object under the vehicle door to test for the automatic reversing feature of a vehicle door opener.

C. System: Structure

- 1. The inspector shall observe and report on:
  - a. The foundation,
  - b. The floor structures,
  - c. The wall structures,
  - d. The ceiling structure, and
  - e. The roof structures.
- 2. The inspector shall identify:
  - a. The foundation material,
  - b. The basement floors,
  - c. The presence of lighting in the attic, and
  - d. The presence of collar ties and rafter ties in the attic.
- 3. The inspector shall:
  - a. Probe exposed readily accessible and observable structural components where deterioration is suspected; however, probing is not required when probing would unduly damage any finished surface;

- b. Note the methods used to observe under floor crawl spaces;
  - c. Note the methods used to observe attics; and
  - d. Note signs of previous and/or active water penetration into the basement, under floor crawl space and attic including the presence of sump pumps and dehumidifiers.
- 4. Exclusions: In addition to the exclusions and prohibitions found in §§ 5.22.5 and 5.22.6 of this Part, the inspector shall not be required to:
  - a. Collect engineering data such as the size, span, spacing, species, section modulus, slenderness ratio, and/or modulus of elasticity of the structural members;
  - b. Provide access to the items being inspected (responsibility of client/seller/seller's representative);
  - c. Enter the under-floor crawl space;
    - (1) If it is not readily accessible,
    - (2) If access is obstructed and/or if entry could damage the property,
    - (3) If a dangerous or adverse situation is suspected and reported by the home inspector, or
    - (4) Observe and report on wood destroying insects, rodents, and/or vermin unless specifically contracted for in writing.
  - d. Enter the attic space:
    - (1). If it is not readily accessible;
    - (2) If access is obstructed and/or if entry could damage the property;
    - (3) If a dangerous or adverse situation is suspected and Reported by the inspector; or
    - (4) Walk on the exposed and/or insulation covered framing members.

D. System: Electrical

- 1. The inspector shall observe and report on;
  - a. The exterior service entrance conductors,

- b. The service equipment, including the main overcurrent device,
  - c. The grounding system device,
  - d. The service and distribution panels by removing the enclosure cover,
  - e. The branch circuit, overcurrent devices, and conductor capability; and
  - f. A representative number of interior and exterior receptacles.
2. The inspector shall identify:
- a. The service as being overhead or underground,
  - b. The type of interior wiring,
  - c. The ampacity of the main service-disconnect,
  - d. The location of the service and distribution panels, and
  - e. The presence of aluminum wiring in branch circuits.
3. The inspector shall test:
- a. The polarity and grounding of a representative number of receptacles; and
  - b. The operation of a comprehensible sample of all readily accessible ground fault circuit interrupters.
4. Exclusions: In addition to the exclusions and prohibitions found in §§ 5.22.5 and 5.22.6 of this Part, the inspector shall not be required to:
- a. Collect engineering data on the compatibility of the overcurrent devices with the panel and/or determine the short circuit interrupting current capacity;
  - b. Determine the adequacy of the ground and/or the in-place systems to provide sufficient power to the dwelling or reflect on the sufficiency of the electric distribution system in the dwelling;
  - c. Insert any tool, probe, or testing device inside the panels;
  - d. Test or operate any overcurrent device except ground fault circuit interrupters;

- e. Dismantle any electrical device or control other than to remove the covers of the service and distribution panels. However, the inspector is not required to remove the covers of the service and distribution panels if the panel covers are not readily accessible, if there are dangerous or adverse situations present, or when removal would damage or mar any painted surface and/or covering materials; and/or
- f. Observe or report on:
  - (1) The quality of the conductor insulation,
  - (2) Low voltage systems, doorbells, thermostats, and/or other,
  - (3) Telephone, security alarms, cable TV, intercoms, or other ancillary wiring that is not a part of the primary electrical distribution system,
  - (4) Underground utilities, pipes, buried wires, or conduits, and
- g. Test or operate arc fault circuit interrupters.

E. System: Plumbing

- 1. The inspector shall observe and report on:
  - a. The water supply and distribution system, including;
    - (1) Piping, including supports and insulation;
    - (2) Fixtures;
    - (3) Faucets;
  - b. The drain waste and vent system, including;
    - (1) Piping, including supports; and
    - (2) Traps; drain, waste, and vent piping; piping supports and pipe insulation.
  - c. Hot water systems, including;
    - (1) Water heating equipment;
    - (2) Normal operating controls;
    - (3) The presence of automatic safety controls;

(4) Flue piping.

2. The inspector shall identify:
  - a. The type(s) of water distribution piping materials;
  - b. The type(s) of drain, waste, and vent piping;
  - c. The type of water heating equipment, and the nameplate capacity of the water heating equipment (gallons and/or gallons per minute); and
  - d. The location of the main shut off valve.
3. The inspector shall operate all plumbing fixtures where practical, including their faucets if readily accessible.
4. Exclusions: In addition to the exclusions and prohibitions found in §§ 5.22.5 and 5.22.6 of this Part, the inspector shall not be required to:
  - a. Test the operation of any valve except water closet flush valves and fixture faucets;
  - b. Collect engineering data on the size of or length of water and/or waste systems and/or remove covering materials;
  - c. Report on the adequacy and/or the efficiency of the in-place systems to provide sufficient hot water to the dwelling, sufficient water supply, or drainage for the dwelling;
  - d. State the effectiveness of anti-siphon devices;
  - e. Determine whether water supply and waste disposal systems are public or private, and/or
  - f. Observe, operate, or report on:
    - (1) The exterior hose bibs;
    - (2) Fire suppression systems;
    - (3) Irrigation systems;
    - (4) Water quality;
    - (5) Wells and their related equipment;
    - (6) Foundation sub drainage systems;

- (7) The interior of flue linings;
- (8) Underground utilities, pipes, buried wires, or conduits;
- (9) Water conditioning and filtration components and systems, and
- (10) Operate any laundry equipment, including washing machines and dryers.

F. System: Heating

- 1. The inspector shall observe and report on:
  - a. Heating equipment;
  - b. Normal operating controls;
  - c. Automatic safety controls;
  - d. The exterior of the chimneys, flue piping and vents;
  - e. Heating distribution systems;
  - f. Insulation;
  - g. The presence of an installed heat source in each habitable room including kitchens and bathrooms;
  - h. The presence of a fireplace(s) and the operation of their damper(s); and
  - i. Readily observable fuel storage tanks and their related components.
- 2. The inspector shall:
  - a. Identify the type of energy source;
  - b. Identify the heating equipment;
  - c. Identify the type of distribution system;
    - (1) Piping, and
    - (2) Duct work.
  - d. Open readily accessible and operable access panels provided by the manufacturer or installer for routine homeowner maintenance.



3. The inspector shall note:
  - a. The absence of an installed heat source in habitable rooms including kitchens and bathrooms;
  - b. The presence of exposed flues in the smoke chamber being utilized by other appliances;
  - c. The existence of abandoned oil tanks; and
  - d. Any observed evidence of underground fuel storage tanks.
4. Exclusions: In addition to the exclusions and prohibitions found in §§ 5.22.5 and 5.22.6 of this Part, the inspector shall not be required to:
  - a. Test and/or inspect the heat exchanger. This requires dismantling of the furnace cover and possible removal of controls;
  - b. Collect engineering data on the size of the heating equipment and/or the size or length of the distribution systems;
  - c. Report on the adequacy or uniformity of the in-place system(s) to heat the dwelling and/or the various rooms within the dwelling;
  - d. Attempt to override heating or cooling temperature limit sensors;
  - e. Operate heating systems when weather conditions or other circumstances may cause equipment damage, or when the electrical and/or fuel supply to the unit is in the off position;
  - f. Ignite or extinguish solid fuel and/or gas fires;
  - g. Identify the type of insulation coverings;
  - h. Inspect humidifiers and electronic air filters;
  - i. Inspect the interior of flues; and
  - j. Inspect fireplace insert flue connections.

G. System: Central Air Conditioning

1. The inspector shall observe and report on:
  - a. Cooling and air handling equipment;
  - b. Normal operating controls;
  - c. Cooling distribution systems; and

- d. The insulation on the exposed supply ductwork.
- 2. The inspector shall:
  - a. Identify the type of distribution system;
  - b. Operate the systems using normal operating controls; and
  - c. Open readily accessible operable access panels provided by the manufacturer or installer for routine homeowner maintenance and report on conditions observed.
- 3. Exclusions: In addition to the exclusions and prohibitions found in §§ 5.22.5 and 5.22.6 of this Part, the inspector shall not be required to:
  - a. Collect engineering data on the size of the cooling equipment, the size or length of the distribution systems;
  - b. Identify the type of insulation coverings;
  - c. Report on the air filter condition or effectiveness;
  - d. Operate the cooling systems when weather conditions or other circumstances may cause equipment damage, or when the electrical supply to the unit is in the off position;
  - e. Inspect evaporator coils; or
  - f. Report on the adequacy or uniformity of the in-place system(s) to cool the dwelling and/or the various rooms within the dwelling.

H. System: General Interior Conditions

- 1. The inspector shall observe and report on:
  - a. Walls;
  - b. Ceilings;
  - c. Floors;
  - d. Steps, stairways, balconies;
  - e. Hand and guard railings;
  - f. Counter tops and a representative number of cabinets;
  - g. A representative number of doors and windows; and

- h. Separation walls, ceilings, and doors between a dwelling unit and an attached garage or another dwelling unit.
  - 2. The inspector shall:
    - a. Note signs of water penetration; and
    - b. Operate a representative number of kitchen cabinets and drawers, doors and windows.
  - 3. Exclusions: In addition to the exclusions and prohibitions found in §§ 5.22.5 and 5.22.6 of this Part, the inspector shall not be required to:
    - a. Observe and report on the following:
      - (1) Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; and
      - (2) Draperies, blinds, or other window treatments.
    - b. Determine the fire safety rating of any walls, ceilings, and doors between a dwelling unit and an attached garage or another dwelling unit.
- I. System: Insulation and Ventilation
  - 1. The inspector shall observe and report on:
    - a. Exposed insulation in unfinished spaces;
    - b. Ventilation of attics and under floor crawl space areas;
    - c. Bathroom venting systems; and
    - d. Kitchen venting system.
  - 2. The inspector shall identify the existence and/or absence of bathroom ventilation other than a window(s).
  - 3. Exclusions: In addition to the exclusions and prohibitions found in §§ 5.22.6 and 5.22.6 of this Part, the inspector shall not be required to observe and report on the following:
    - a. The type(s) amounts or adequacy of insulation and/or its material make up;
    - b. Concealed insulation and vapor retarders; or

- c. The adequacy, uniformity, and capacity of the in-place system(s) to ventilate the various areas of the dwelling.

#### **5.24.6 General Exclusions**

- A. In addition to the specific exclusions as described in § 5.22.6 of this Part, inspectors shall not be required to provide information on:
  1. The remaining life expectancy of any component or system;
  2. The causes of the need for repair;
  3. The materials for corrections of the problem;
  4. The methods of repair other than to indicate the repair should comply with applicable requirements of the governing codes and sound construction practices;
  5. Compliance or non-compliance with applicable regulatory requirements unless specifically contracted for in writing;
  6. Any component or system not required to be inspected by this Part;
  7. Cosmetic items;
  8. Items that are not readily accessible and observable, underground items, or items not permanently installed; or
  9. Systems or components specifically excluded by client (as noted in writing in the contract or in the report).
- B. Inspectors shall not be required to:
  1. Offer warranties, guarantees and/or insurance policies of any kind on the property being inspected;
  2. Collect any engineering data (the size of structural members and/or the output of mechanical and/or electrical equipment);
  3. Inspect spaces that are not readily accessible and observable. Enter any area or perform any procedure, which may damage the property or its components, or be dangerous and unsafe to the inspector or other persons, as determined by and reported by the inspector;
  4. Disturb or move insulation, stored and/or personal items, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility;

5. Determine the effectiveness of any system installed to control or remove suspected hazardous substances;
6. Predict future conditions, including but not limited to failure of components;
7. Project operating costs of components;
8. Determine extent or magnitude of damage or failures noted;
9. Operate any system or component which does not respond to normal operating controls;
10. Test for radon gas;
11. Determine the presence or absence of pests including, but not limited to, rodents or wood destroying insects;
12. Determine the energy efficiency of the dwelling as a whole or any individual system or component within the dwelling;
13. Perform environmental services including determining the presence or verifying the absence of any micro-organisms or suspected hazardous substances including, but not limited to, carbon monoxide, latent surface and/or subsurface volatile organic compounds, PCB's, asbestos, UFFI, toxins, allergens, molds, carcinogens, lead paint, radon gas, electromagnetic radiation, noise, odors, or any contaminants in soil, water, air wet lands and/or any other environmental hazard not listed in this Part;
14. Determine the level of sound proofing between walls, ceilings, floors, doors and between dwelling units;
15. Inspect surface and subsurface soil conditions; and
16. Inspect household appliances

#### **5.24.7 Prohibitions**

- A. Inspectors are prohibited from:
  1. Reporting on the market value of property or its marketability and/or the suitability of the property for any use;
  2. Advising their client about the advisability or inadvisability of the purchase of the property;
  3. Offering or performing any act or service contrary to law and/or these regulations;

4. Determining the cost of repairs of any item noted in their report and/or inspected by them and/or their firm;
5. Offering to make and/or perform any repair or provide any remedy, including but not limited to, performing engineering, architectural, surveying, plumbing, electrical and heating services, pest control (treatment), urea formaldehyde or any other job function requiring an occupational license and/or registration (in the jurisdiction where the inspection had taken place) on a dwelling, and/or residential building inspected by his/her firm. The only exception is if those repairs and/or services are part of a negotiated settlement of a complaint and/or claim against the home inspector and/or the firm he/she/represents.
6. Operating any system or component that is shut down or otherwise inoperable.
  - a. However, the home inspector shall recommend that the seller and/or the seller's representative demonstrate that those systems and/or components are functional.
7. Turn on any electrical or fuel supply and/or devices that are shut down.

#### **5.24.8 Optional Fee Based Services**

- A. An inspector may provide additional home inspection related services to address items not otherwise included, or which are specifically excluded by this Part, provided the service is contracted for in writing, included in the report, does not include the physical repair, abatement, or treatment to the dwelling, and/or residential building being inspected, and is not prohibited under § 5.22.7 of this Part.
- B. An inspector may provide services that require additional licensure and/or registration, so long as the inspector states in writing to the client, that he/she is properly licensed and/or registered to perform those services in the jurisdiction where the work is to be performed.

#### **5.24.9 Ethical Standards and Professional Conduct**

- A. Requirement to respond to the Board.
  1. A licensee shall respond within ten (10) days to a written communication from the Board or its designee and shall make available to the Board any relevant records/documents with respect to an inquiry or complaint about the licensee's professional conduct. The ten-day period commences on the date that the Board sends the communication to the licensee's address of record.

2. A licensee shall cooperate with any reasonable request from any Board staff or Board member or other agent or employee acting on behalf of the Board while investigating a complaint/claim or allegations regarding the licensee's professional conduct as a home inspector or associate home inspector.

B. Welfare of persons served.

1. Licensees shall not provide any services beyond the scope of their practice or for which they are not appropriately licensed and/or registered.
2. Licensees shall not misrepresent licenses, registrations, certifications, qualifications, affiliations, educational background, or experience in the profession to the public, colleagues, or other individuals or entities.
3. Licensees shall fully inform persons served of the nature and limitations of services rendered or to be rendered.
4. Licensees shall disclose, in writing, including a written statement imbedded in the report, in bold print, in an obvious location, any financial or family relationship with the seller, the seller's representative and/or the seller's representative office.
5. A licensee shall impose a fee for services rendered only. If a client refuses access to an area that is included within the terms of the contract, the home inspector may include the fee for those areas as if they had been inspected.
6. A licensee may charge a cancellation fee so long as the cancellation fee is included in the terms of the contract.
7. Unless required by law, the licensee shall not reveal any confidential, privileged, or sensitive information obtained from the home inspection or individual that the licensee serves professionally, to any unauthorized person, without the expressed written permission of the client.
8. Licensees shall take all reasonable precautions to avoid injuring persons and property in the delivery of professional services.
9. Licensees follow acceptable patterns of professional conduct with all clients.
10. Licensees shall stamp and/or sign only those documents reviewed or prepared by them certifying that they are in conformity with RI Gen. Laws Chapter 5-65.1 and Parts 1 and 5 of this [Subchapter](#).

**5.24.10 Professional Objectivity/Conflict of Interest**

- A. Licensees shall maintain objectivity in all matters concerning the welfare of persons served professionally.
- B. Licensees must guard against conflicts of professional interest and shall not engage in commercial activities that conflict with their responsibilities to clients or to colleagues.
- C. Licensees shall promptly disclose to a client, or potential client, information about any business interest of the licensee that may affect the client or the potential client in connection with the home inspection.
- D. Licensees shall not accept fees, gifts, or other forms of gratuities for the recommendation or non-recommendation of a particular contractor, product, or referral source.
- E. Licensees shall not provide fees or insurance waivers of liability to real-estate offices, buyer's brokers, real estate brokers or salespersons and/or seller's representatives.
- F. Licensees shall not knowingly engage or associate with any person or business entity in which the licensee has reason to believe is engaging in fraudulent or dishonest business or professional practices.
- G. Home inspectors and/or associate home inspectors shall not inspect properties under contingency fee agreements whereby compensation or future referrals are dependent on the home inspection report or the sale of a property.
- H. Licensees having knowledge of any alleged violation of RI Gen. Laws Chapters 5-65, 5-65.1, and/or Parts 1 and 5 of this Subchapter, shall immediately report the violation(s) to the Board and cooperate with any investigation conducted by the Board and/or its designees.
- I. The inspector shall not pay any fee to real-estate offices, buyer's brokers, real estate brokers or salespersons and/or seller's representatives in order to be placed on a "referral/preferred inspector" list.

#### **5.24.11 Record Keeping**

Home inspectors and associate home inspectors shall maintain a copy of all reports prepared by them, or under their supervision, for a period of not less than three (3) years from the completion date of the written report.



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**TITLE 440 - CONTRACTORS' REGISTRATION & LICENSING BOARD  
CHAPTER 10 - GENERAL ADMINISTRATION, REGISTRATION, LICENSING, AND  
FILING CLAIMS**

**SUBCHAPTER 00 - N/A**

**PART 5 - RULES AND REGULATIONS FOR HOME INSPECTORS AND ASSOCIATE  
HOME INSPECTORS**

Type of Filing: Refile Capabilities

**Department of State**

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Regulation Effective Date

Original Signing Date

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Department of State Initials

Department of State Date