

Virginia Administrative Code

Part IV. Minimum Standards for Conducting Home Inspections

18VAC15-40-120. Home inspection contract.

A. For the protection of both the client and the licensee, both parties must sign a legible, written contract clearly specifying the terms, conditions, and limitations and exclusions of the work to be performed. Prior to the commencement of work or acceptance of payments, the contract must be signed by both (i) the client or the client's authorized representative and (ii) the licensee. The licensee must promptly deliver to the client or client's authorized representative a fully executed copy of the contract in compliance with this section before work begins. Any modification to the contract that changes the cost, scope of work to be performed, or estimated completion date must be in writing and signed by all parties.

B. At a minimum, the written contract must include:

1. The following information applicable to the home inspector:

a. Name;

b. Business name, if applicable;

c. Address;

d. Telephone number, email address, or other contact information, as applicable; and

e. License number and notation of NRS specialty, if applicable.

2. Name of the client.

3. Physical address of the residential building or NRS to be inspected.

4. Cost of the home inspection.

5. A listing of all areas and systems to be inspected.

6. A statement that the home inspection does not include a review for compliance with regulatory requirements (Virginia Uniform Statewide Building Code or other codes, regulations, laws, or ordinances).

7. A statement disclosing any exclusions to the home inspection. Such exclusions may include the following:

a. The condition of systems or components that are not readily accessible.

b. The remaining life of any system or component.

- c. The strength, adequacy, effectiveness, or efficiency of any system or component.
 - d. The causes of any condition or deficiency.
 - e. The methods, materials, or costs of corrections.
 - f. Future conditions, including failure of systems and components.
 - g. The suitability of the property for any specialized use.
 - h. The market value of the property or its marketability.
 - i. The advisability of the purchase of the property.
 - j. The presence of diseases harmful to humans or potentially hazardous plants or animals, including wood-destroying organisms and mold.
 - k. The presence of any environmental hazards, including toxins, carcinogens, noise, asbestos, lead-based paint, mold, radon, and contaminants in soil, water, and air.
 - l. The effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
 - m. The operating costs of systems or components.
 - n. The acoustical properties of any system or component.
 - o. The presence of components involved in manufacturer's recalls.
 - p. The inspection of outbuildings.
8. Estimated delivery date of the home inspection report to the client.
9. Dated signatures of both the home inspector and the client or the client's authorized representative.
10. A statement providing that any modification to the contract that changes the cost, scope of work to be performed, or estimated completion date must be in writing and signed by all parties.
11. Disclosure of the cancellation rights of the parties.
12. A general statement on the limits of the home inspector's liability.
- C. The home inspection contract must make written disclosure that the home inspection report is (i) based upon visual observation of existing conditions of the inspected residential building or NRS at the time of the inspection, and (ii) not intended to be, or to be construed as, a guarantee, warranty, or any form of insurance. This provision does not prevent a home inspector from offering a separate guarantee, warranty, or any form of insurance if the home inspector so chooses.
- D. The requirements of [18VAC15-40-130](#) D regarding smoke alarms will not be excluded from the home inspection contract.

E. The home inspection contract must disclose any financial interest that the licensee has or reasonably expects to have with any person whom the licensee recommends to the client for the repairs or modifications to the residential building or NRS.

F. If the home inspector has designed or performed repairs or modifications to the residential building or NRS to be inspected within the preceding 12 months, the home inspection contract must disclose to the client the specifics of the repairs or modifications the home inspector designed or performed .

Statutory Authority

§§ [54.1-201](#) and [54.1-501](#) of the Code of Virginia.

Historical Notes

Derived from Virginia Register [Volume 19, Issue 18](#), eff. July 1, 2003; amended, Virginia Register [Volume 27, Issue 11](#), eff. April 1, 2011; [Volume 33, Issue 19](#), eff. July 1, 2017; [Volume 40, Issue 21](#), eff. August 1, 2024; [Volume 42, Issue 1](#), eff. October 1, 2025.

18VAC15-40-130. Home inspection report.

A. A home inspection report is a written evaluation of the readily accessible components of a residential building or NRS, including heating, cooling, plumbing, and electrical systems; structural components; foundation; roof; masonry structure; exterior and interior components; and other related residential housing components.

B. Home inspection reports must contain:

1. Information pertaining to the licensee, including:

a. Name;

b. Address;

c. Telephone number, email address, or other contact information, as applicable; and

d. License number and expiration date, to be followed by "NRS" if so designated and performing a home inspection on a new residential structure;

2. The name and contact information of the client or the client's authorized representative;

3. The physical address of the residential building or NRS inspected; and

4. The date; time, to include both start and finish times of the home inspection; and weather conditions at the time of the home inspection.

C. In conducting a home inspection and reporting its findings, the home inspector must inspect the condition of and must describe in writing the composition and characteristics of the following readily accessible components and readily observable defects of the residential building or NRS, except as may be limited by the home inspection contract:

1. Structural system.

a. Foundation.

b. Framing.

c. Stairs.

d. Crawl space. The method of inspecting the crawl space must be noted and explained.

e. Crawl space ventilation and vapor barriers.

f. Slab floor.

g. Floors.

h. Ceilings.

i. Walls.

2. Roof structure, attic, and insulation systems and components.

a. Roof covering. The method of inspecting the roof covering must be noted and explained.

b. Roof ventilation.

c. Roof drainage system, to include gutters and downspouts.

d. Roof flashings, if readily visible.

e. Skylights, chimneys, and roof penetrations, but not antennae or other roof attachments.

f. Roof framing and sheathing.

g. Attic.

h. Attic insulation.

3. Exterior systems and components.

a. Wall covering, flashing, and trim.

b. Doors and windows. This does not include the operation of associated security locks, devices, or systems.

c. Decks, balconies, stoops, steps, porches, attached garages, carports, and any associated railings that are adjacent to the residential building or NRS and on the same property. This does not include associated screening, shutters, awnings, storm windows, detached garages, or storm doors.

d. Eaves, soffits, and fascias where readily accessible from ground level.

e. Walkways, grade steps, patios, and driveways. This does not include fences or privacy walls.

f. Vegetation, trees, grading, drainage, and retaining walls adjacent to the residential building or NRS.

g. Visible exterior portions of chimneys.

4. Interior NRS systems and components.

a. Interior walls, ceilings, and floors of the residential building or NRS and any adjacent garage.

b. Steps, stairways, railings, and balconies and associated railings.

c. Countertops and installed cabinets, including hardware.

d. Doors and windows. This does not include the operation of associated security locks, devices, or systems.

e. Garage doors and permanently mounted and installed garage door operators. The automatic safety reverse function of garage door openers must be tested, either by physical obstruction as specified by the manufacturer or by breaking the beam of the electronic photo eye but only when the test can be safely performed and will not risk damage to the door, the opener, any nearby structure, or any stored items.

f. Fireplaces, venting systems, hearths, dampers, and fireboxes. This does not include mantles, fire screens and doors, or seals and gaskets.

g. Solid fuel-burning appliances.

5. Plumbing system.

a. Interior water supply and distribution systems, including water supply lines and all fixtures and faucets. This does not include water conditioning systems or fire sprinkler systems.

b. Water drainage, waste, and vent systems, including all associated fixtures.

c. Drainage sumps, sump pumps, and related piping.

d. Water heating equipment, including energy source and related vent systems, flues, and chimneys. This does not include solar water heating systems.

e. Fuel storage and distribution systems.

6. Electrical system.

a. Service drop.

b. Service entrance conductors, cables, and raceways.

c. Service equipment and main disconnects.

d. Service grounding.

e. Interior components of service panels and sub panels, including feeders.

- f. Conductors.
- g. Overcurrent protection devices.
- h. Installed lighting fixtures, switches, and receptacles.
- i. Ground fault circuit interrupters.
- j. Presence or absence of smoke alarms or carbon monoxide detectors.
- k. Presence of solid conductor aluminum branch circuit wiring.
- l. Arc fault interrupters must be noted if installed but not tested if equipment is attached to them.

7. Heating system.

a. Heating equipment, including operating controls. This does not include heat exchangers, gas logs, built-in gas burning appliances, grills, stoves, space heaters, solar heating devices, or heating system accessories such as humidifiers, air purifiers, motorized dampers, and heat reclaimers.

b. Energy source.

c. Heating distribution system.

d. Vent systems, flues, and chimneys, including dampers.

8. Air conditioning system.

a. Central and installed wall air conditioning equipment.

b. Operating controls, access panels, and covers.

c. Energy source.

d. Cooling distribution system.

D. To the extent that a component or system cannot be inspected, the home inspection report must identify such component or system and provide an explanation for why the component or systems was not inspected.

E. Systems in the home that are turned off, winterized, or otherwise secured so that they do not respond to normal activation using standard operating controls need not be put into operating condition. The home inspection report must state the reason these systems or components were not inspected.

F. For any smoke alarms that are readily accessible in the residential building or NRS, the home inspection report must include a determination of whether the smoke alarms are in good working order as defined in [18VAC15-40-10](#).

1. A home inspector is not required to operate the test function of a smoke alarm if the smoke alarm is part of a central alarm system or security system in which such testing will automatically alert a fire department or other authority. To the extent the home inspector is unable to determine

whether testing will cause an automatic alert, the home inspector is not required to operate the test function of the smoke alarm.

2. If a smoke alarm is not readily accessible or there are any limitations in determining whether it is in good working order, the home inspection report must state that it is not readily accessible or describe such limitations, as applicable.

3. The home inspection report must include the substance of the following: It is recommended that a home have smoke alarms on each level of the dwelling and in every bedroom or sleeping area. Clients should replace any existing smoke alarms that are not in good working order with new ones and install smoke alarms where they may be missing or not properly located. Any test of a smoke alarm during a home inspection only reflects its condition at the time of inspection and is not a guarantee, warranty, or any form of insurance. A test performed during the home inspection does not supersede the smoke alarm manufacturer's testing recommendations. Clients should follow the manufacturer's instructions for proper placement, installation, and maintenance.

G. In accordance with § [54.1-517.2:1](#) of the Code of Virginia, if a home inspector observes the presence of any shade of yellow corrugated stainless steel tubing during a home inspection in a home that was built prior to the adoption of the 2006 Virginia Construction Code, effective May 1, 2008, the home inspector shall include that observation in the report along with the following statement: "Manufacturers believe that this product is safer if properly bonded and grounded as required by the manufacturer's installation instructions. Proper bonding and grounding of the product should be determined by a contractor licensed to perform the work in the Commonwealth of Virginia."

Statutory Authority

§§ [54.1-201](#) and [54.1-501](#) of the Code of Virginia.

Historical Notes

Derived from Virginia Register [Volume 19, Issue 18](#), eff. July 1, 2003; amended, Virginia Register [Volume 27, Issue 11](#), eff. April 1, 2011; [Volume 33, Issue 19](#), eff. July 1, 2017; [Volume 33, Issue 26](#), eff. September 20, 2017; [Volume 40, Issue 21](#), eff. August 1, 2024; [Volume 42, Issue 1](#), eff. October 1, 2025.

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