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FREE GUIDE

CALIFORNIA HOMEOWNERS

Selling a house as-is in California: what do you still have to disclose?

Houses that need work. Plain English, every fact sourced and dated.

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Questions? Talk with Fadi.
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Selling a house as-is in California: what do you still have to disclose?

From Mr. Cash Offer, with Fadi Haweileh, CA DRE #02002344 · Facts checked November 23, 2026 · Online: mrcashoffers.com/guides/selling-as-is-california/

QUICK ANSWER

You still disclose what you know about the house's condition, on the Transfer Disclosure Statement (TDS), plus hazard-zone, lead paint (built before 1978), smoke alarm and water heater statements where they apply. In California, "as is" means you won't fix things, not that you can skip the paperwork. The law says the TDS "may not be waived in an 'as is' sale," and any agreement to waive these rules is void.

Plenty of houses sell with problems. Writing down what you know is the safer path, and you don't have to fix anything first.

At a glance

What	Who gives it	Can it be waived?
Transfer Disclosure Statement (TDS)	Seller	No
Natural hazard disclosure (flood, fire, fault zones)	Seller or agent, if the home is in a mapped zone	No
Lead paint disclosure	Seller, if built before 1978	Buyer's 10-day inspection can be changed in writing
Smoke alarm and water heater statements	Seller	Smoke alarm has its own exemption list
Fire-zone papers	Seller, in high or very high fire zones	See below

What is "as is," really?

What "as is" means in California

Writing down what you know is the safer path.

You don't have to

- Fix anything first
- The buyer accepts the house as it sits

You still have to

- Tell the buyer what you know (the TDS can't be waived, though some sales, like probate sales, are exempt from the form)
- Give hazard-zone, lead paint (pre-1978), smoke alarm and water heater statements where they apply

The DRE's Reference Book says "as is" is the usual condition: the property is sold in its present physical condition. The same page says the seller "shall disclose all material facts and defects including known insurance claims."

So the buyer accepts the house as it sits, and you still tell them what you know.

What's on the Transfer Disclosure Statement?

It's the seller's form about the home's condition. State law covers sales of single-family residential property, unless an exemption applies. You deliver it "as soon as practicable before transfer of title."

If the form, or a material change to it, reaches the buyer after they've made an offer, the buyer can cancel. They get three days if you hand it over in person, five days if it's mailed, and five days if it's sent electronically when both sides agreed to do the deal electronically. They cancel with a written notice to you or your agent.

Who doesn't have to give the TDS?

An exemption from the TDS is not an exemption from everything. Natural hazard, lead paint, and fraud rules each have their own scope. If you're selling as an heir or trustee, ask a probate attorney which ones apply to you.

Civil Code 1102.2 lists the TDS exemptions. In plain words, the form isn't required for:

- Court-ordered sales, including probate sales, foreclosure sales, bankruptcy trustee transfers and eminent domain.
- Foreclosure-related transfers: a borrower in default handing the home to a lender, a sale after default, and a lender's resale of a home it took back.

- Sales by someone managing property for others (a trust, guardianship, conservatorship or a deceased person's estate). This one doesn't cover an individual person serving as trustee of a revocable (changeable) trust who is a former owner or lived in the property within the past year.
- Sales from one co-owner to another co-owner.
- Sales to a spouse, or to certain blood relatives of the seller.
- Transfers between spouses because of a divorce or legal separation.
- Sales by the State Controller, tax-default sales, and sales to or from a government entity.
- Certain new-subdivision sales, sales of property that isn't single-family residential, and most leases.

What about hazard zones?

If the home sits in a mapped zone, the seller or agent must say so. The six zones are: a FEMA special flood hazard area, an area of potential flooding from a dam failure, a very high fire hazard severity zone, an earthquake fault zone, a seismic hazard zone, and a state responsibility area for wildland fire. This disclosure can't be waived either.

What if the house was built before 1978?

Federal law requires you to disclose what you know about lead-based paint. The EPA says sellers must:

- "Disclose any known information about the presence of lead-based paint and lead-based paint hazards in the home or building."
- Hand over all available records and reports.
- Give the buyer the EPA pamphlet "Protect Your Family From Lead in Your Home."
- Include the Lead Warning Statement in the contract and keep a signed copy for three years.
- Give the buyer a 10-day period for a paint inspection or risk assessment. The two sides can change that period in writing.

What about smoke alarms, carbon monoxide and the water heater?

- **Smoke alarms:** a working alarm is required, and you give the buyer a written statement that you comply. This has its own exemption list. It's a safety item; install them.
- **Carbon monoxide devices:** homes with a fuel-burning heater or appliance, a fireplace, or an attached garage need them. A missing device doesn't cancel the sale. It's a safety item; install them.
- **Water heater:** it must be braced, anchored or strapped, and the seller certifies that in writing.

The DRE says these statements are typically made on one standard form from the California Association of Realtors, the Water Heater and Smoke Detector Statement of Compliance.

Fire-zone and other newer disclosures

- In a high or very high fire hazard severity zone, where a local ordinance or inspection program exists, you give the buyer documentation of defensible-space compliance. If you don't have it, you and the buyer can sign an agreement that the buyer will get it. Where an inspection program exists but no ordinance, that's within one year of closing.
- Homes built before 2010 in those zones get a fire-hardening notice. Since July 1, 2025, it also lists low-cost retrofits and which ones you completed.
- Sellers whose property got a state-program water storage tank, sellers who know of former military ordnance nearby, and sellers who know of nearby industrial use have their own notices.
- Water-conserving plumbing: you say whether any noncompliant fixtures remain.

What happens if you leave something out?

A missed disclosure doesn't automatically cancel the sale. But a seller who willfully or negligently fails a duty owes the buyer's actual damages. California law also treats "the suppression of a fact, by one who is bound to disclose it" as deceit. The disclosure rules say they don't limit your duty to avoid fraud or misrepresentation.

Read together, these rules mean hiding a defect you know about is the risky move. Writing it down is the safer one.

What to do this week

1. Walk the house and write down every problem you know about: leaks, old repairs, pests, past insurance claims, anything.
2. Check whether your sale is exempt (for example, a probate sale). Ask a probate attorney if you're not sure.
3. Look up whether the home is in a flood, fire, fault or seismic zone, and when it was built.
4. Find out if you have smoke alarms and a strapped water heater. These are small fixes.
5. Talk with a real estate attorney or your agent about the forms before you sign anything.

Watch out for

- A buyer, or the buyer's agent, who says "it's as is, you don't need to fill that out." The buyer or the buyer's agent isn't your agent. The law says the TDS can't be waived.
- Pressure to "keep it simple" by leaving things off the form.
- Anyone asking you to sign something you haven't read. Read every page, and ask an attorney about anything unclear.

Questions people ask

Do I have to disclose problems if I sell as-is?

Yes. "As is" means no repairs, not no disclosures.

Can a buyer sue me after an as-is sale?

A seller who willfully or negligently fails a disclosure duty owes the buyer's actual damages. For your situation, ask an attorney.

I inherited the house. Do I still fill out the TDS?

It depends on who is selling. Ask a probate attorney. The exemption covers sales by someone managing a trust or a deceased person's estate for others, but it doesn't cover every heir: it doesn't apply to an individual trustee of a revocable trust who is a former owner or lived in the property within the past year. Other disclosures, such as natural hazard and lead paint, have their own rules.

Do I need a lead paint disclosure if the house was built before 1978?

Yes, under federal law (see the EPA list above).

Where Mr. Cash Offer fits

Fadi Haweileh is a California real estate salesperson (DRE #02002344) with eXp Realty of Greater Los Angeles, Inc. (DRE #02188471). If you sell to Mr. Cash Offer, the buyer is not your agent and can profit if the house is later resold. If you list with Fadi's team instead, he earns a commission. Either way he's paid. If selling turns out to be the right path, he'll show you a cash offer and what listing would likely net, side by side, and you decide. If it isn't, the steps above still apply. A cash offer is usually below full market value. Before you decide, get a second estimate from an agent who isn't buying.

Call Fadi, no pressure: **(909) 731-6884**



Questions about your situation?

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Sources

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- Civil Code 1102, 1102.1, 1102.2, 1102.3, 1102.13, 1102.8, 1102.15, 1102.155, 1102.156, 1102.17, 1102.19, 1102.6f: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=1102 (https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=1102) (change the section number for each)
- Civil Code 1103 (natural hazards) and 1710(3) (https://leginfo.legislature.ca.gov)
- Health & Safety Code 13113.8 (smoke alarms), 17926 (carbon monoxide), 19211 (water heaters) (https://leginfo.legislature.ca.gov)
- DRE Reference Book, Chapter 20 (https://dre.ca.gov/files/pdf/refbook/ref20.pdf)
- EPA, Real Estate Disclosures about Potential Lead Hazards (https://www.epa.gov/lead/real-estate-disclosure)

This guide explains general California rules. It isn't legal or tax advice.