

§535.227. Standards of Practice: General Provisions

(a) Definitions.

(1) Accessible – In the reasonable judgment of the inspector, capable of being approached, entered, or viewed without:

*Commentary – ‘reasonable judgment’ means that an inspector should make proper, fair and suitable decisions regarding situations encountered on each inspection. For example, it is not reasonable that every roof an inspector encounters is too steep for the inspector to walk the roof or that every panel board appears too dangerous for the inspector to remove the dead front. It would be proper judgment for an inspector to decide not to crawl an under floor space if a wild or dangerous animal was found in the crawl space. ‘Reasonable judgment’ is not intended to be used to provide the inspector with an excuse to omit or bypass certain items required for inspection by these standards. It should be understood that the inspector should make all reasonable efforts to provide the consumer with information on the residence.*

(A) undue hazard to the inspector;

*Commentary -- Nothing in the standards is to be construed as instructions to an inspector that the inspector must take unnecessary risks. There are risks involved in any activity and some of the items required for inspection by these standards involve significant risk. There are also conditions that may be encountered during the course of an inspection that impose an unusual or extraordinary risk. The inspector is required to use their own reasonable judgment to determine if the risk level is too great for that individual inspector. If the inspector determines a hazard to be too great to allow the inspection of a part, component or system, the inspector must follow the requirements of the Departure Provision.*

(B) moving furnishings or large, heavy, or fragile objects;

*Commentary -- During the course of an inspection, it is not uncommon to encounter obstructions blocking access to various components of the residence. It is not the responsibility of the inspector to determine the weight of the object, the contents or value of the item. It is for the individual inspector to determine if an object can be reasonably or safely moved. If the inspector determines that an item cannot be reasonably or safely moved, the inspector must follow the requirements of the Departure Provision.*

(C) using specialized tools or procedures;

*Commentary -- The Standards describe the minimum level of inspection service acceptable for the consumers of the State of Texas. How the inspector performs these inspection services and what tools the inspector uses to accomplish the requirements of the Standards are, except where specific tools are described or referenced, left to the determination of the individual inspector.*

(D) disassembling items other than covers or panels intended to be removed for inspection;

*Commentary -- The standards dictate that panels provided for observation of items required for inspection by the standards be opened. These panels include access*

*panels for bathtub drains, hydro therapy bathtub pumps and motors, dishwasher pumps, motors, water supply pipes and electrical components, the electrical components of water heaters and central heaters and the dead fronts on main disconnects, gutters, panel boards and equipment disconnects, and lighting fixture switches and receptacles, etc. Unless there is an indication of an unsafe condition, it is not intended that device boxes or junction boxes be opened or that the interiors of all device boxes or junction boxes be inspected unless otherwise specified by these standards. Opening of covers and panels should be made without defacing the property or damaging otherwise sound surfaces other than minor damages to painted surfaces.*

(E) damaging property; or

*Commentary -- This is intended to mean that the inspector will not intentionally cause damage to sound surfaces. Probing areas that appeared decayed to determine the extent of the decay shall not be construed as causing damage to sound surfaces.*

(F) using a ladder for portions of the inspection other than the roof or attic space

*Commentary -- The inspector is not required to carry a variety of sizes of ladders. The inspector is required to carry a ladder of sufficient length to reach the level of a first story above grade roof for a majority of the substantially completed residential improvements to real property up to four dwelling units in their area.*

(2) Chapter 1102 – Texas Occupations Code, Chapter 1102

(3) Cosmetic – Related only to appearance or aesthetics, and not related to structural performance, operability, or water penetration

*Commentary -- To prevent this section from being misunderstood, materials on a dwelling must be inspected for the function they perform. For example, a single wythe brick veneer wall is not a structural component of a dwelling unit. However, the failure to properly install, flash and drain a single wythe brick veneer wall can allow water penetration into the wall system. The presence of water in the wall system can cause the brick to effloresce, crack, craze, spall and disintegrate. It can cause metal components such as lintels and brick ties to corrode and fail. Water penetration may also cause insulating materials to lose their effectiveness, can allow interior wall coverings and wall framing materials to deteriorate and can provide the moisture necessary to allow the growth of microbial organisms. While the brick veneer may not be a component that directly affects structural performance, defects in the brick and in its installation can have great and grave repercussions on the performance and longevity of the dwelling.*

(4) Deficiency – A condition that, in the inspector's reasonable opinion, adversely and materially affects the performance of a system or component or constitutes a hazard to life, limb, or property as specified by these standards of practice. General deficiencies include but are not limited to inoperability, material distress, water penetration, damage, deterioration, missing parts, and unsuitable installation

(5) Deficient – Reported as having one or more deficiencies

(6) Inspect – To look at and examine accessible items, parts, systems, or components and report observed deficiencies

(7) Performance – Achievement of an operation, function, or configuration consistent with accepted industry practice

*Commentary -- "Industry" practice should not be confused with "local" practices. "Industry" practice, for the purposes of the standards, means compliance with accepted and published industry standards such as manufacturer's installation instructions or industry association installation or maintenance requirements. An installation is common to a certain location but, the installation cannot be confirmed by industry associations, manufacturer's installation instructions or model building codes, is not acceptable for the purposes of these standards.*

(8) Report – To provide the inspector's opinions and findings on the standard inspection report form

*Commentary -- The inspector is required to use the standard inspection report form REI 7A-1. This form is to be completed as per rules §535.222 - 223.*

(9) Specialized tools – Tools such as thermal imaging equipment, moisture meters, gas leak detection equipment, environmental testing equipment and devices, elevation determination devices, and ladders capable of reaching surfaces over one story above ground surfaces

*Commentary -- The inspector is free to determine which tools are necessary to achieve compliance with the standards. This is a short list of specialized tools but should not be considered a set or all inclusive list. The inspector is not required to employ the use of any specialized tools or procedures to complete their inspection. The inspector is expected to use a flashlight, ladder and ordinary hand tools to perform the minimum level inspection as set forth by the standards.*

(10) Specialized procedures – Procedures such as environmental testing, elevation measurement, and any method employing destructive testing that damages otherwise sound materials or finishes

(11) Standards of practice – §§535.227-535.233 of this title

*Commentary -- For the purpose of this commentary, the Standards of Practice will be referred to as The Standards.*

(b) Scope.

(1) These standards of practice define the minimum levels of inspection required for substantially completed residential improvements to real property up to four dwelling units. A real estate inspection is a limited visual survey and basic operation of the systems and components of a building using normal controls and does not require the use of specialized tools or procedures. The purpose of the inspection is to provide the client with information regarding the general condition of the residence at the time of inspection. The inspector may provide a higher level of inspection performance than required by these standards of practice and may inspect parts, components, and systems in addition to those described by the standards of practice.

*Commentary -- The primary purpose of a pre-purchase real estate inspection is to provide a consumer as much information as specified by these standards as possible, within the limitations of a visual survey and basic operation of the systems and components of a building using normal controls and not requiring the use of specialized tools or procedures, so that the consumer can make an informed decision. The inspector is encouraged to provide as much information as the inspector deems necessary for their client to understand the nature and importance of the items noted as deficient in the report. While the inspector must perform each inspection to the minimum levels prescribed by the standards, or the inspector must follow the provisions of the Departure Provision, nothing in the rules of the Texas Real Estate Commission or the intent of Chapter 1102 of the Texas Occupations Code are intended to limit the level of service provided by the inspector.*

*Each consumer should also realize that no visual inspection, no matter how thorough or detailed, can or will reveal all defects, existing or potential or the true extent of those defects in the structure, its parts, components and systems. When the consumer receives the inspection report from the inspector, the consumer should be fully aware and should anticipate that additional items are likely to be found during any repair process and further defects, deficiencies or hazards are likely to be revealed during the repairs or alterations to the structure, its parts, components and systems. The consumer should not expect the repair or updating process to be limited only to those items noted in the inspection report.*

(2) General Requirements. The inspector shall:

(A) operate fixed or installed equipment and appliances listed herein in at least one mode with ordinary controls at typical settings;

*Commentary -- The inspector is expected to operate appliances in the manner in which the appliance was intended to operate. Except where specified in these standards, the inspector is only required to show that the appliance or device operates. The inspector is not required to operate these appliances in all modes of operation. Should the appliance fail to operate or should the appliance break when tested or inspected by the inspector, the inspector is not at fault for the failure of the appliance. Should the inspector choose to operate the appliance in a manner other than the common usage of the appliance and the appliance fails, the inspector may be liable for having caused damage to the appliance. For example, should the inspector choose to jump the low voltage system to operate the central heater while the inspector is in the attic and the inspector causes damage to the heater from improperly jumping the low voltage system, the inspector may be liable for the damages to the appliance.*

(B) visually inspect accessible systems or components from near proximity to the systems and components, and from the interior of the attic and crawl spaces; and

*Commentary -- "Near proximity" means as close to a part, component or system as possible under the circumstances encountered or necessary to properly perform an inspection under the rules of the Standards or, if access to a part, component or system is obstructed or partially obstructed or if a hazard to the inspector limits access to a part, component or system. "Near proximity" means as close to the part, component or system as safely possible. If the inspector cannot get close or near enough to a part,*

*component or system to properly inspect the part, component or system in compliance with the requirements of the standards, the inspector shall follow the requirements of the Departure Provision.*

(C) complete the standard inspection report form as required by §§535.222 and 535.223 of this title.

*Commentary -- The report is required to be written. The report shall include all the items specifically noted for reporting in the standards, all items deficient in the opinion of the inspector, all items deficient in fact, and all items required for notification under the Departure Provision. Sufficient information, in the opinion of the inspector, should be provided so that the consumer can understand the information contained in the report.*

(3) General limitations. The inspector is not required to:

(A) inspect:

- (i) items other than those listed herein;
- (ii) elevators;
- (iii) detached structures, decks, docks, fences, or waterfront structures or equipment;
- (iv) anything buried, hidden, latent, or concealed; or

*Commentary -- In occupied dwelling units, some defects may not be visible due to the presence of furniture, furnishings and personal property. The inspector should notify their client that defects or items that could not be viewed due to the presence of the furniture, furnishings or personal property were not inspected. Therefore these items were not considered in the providing of the inspector's opinions and findings stated in the report and are excluded from the inspection. It is up to the inspector to document the presence of the items that obscure the inspector's vision should questions about certain conditions arise in the future. As a reminder, these are general limitations and that there will be specific requirements for inspection of items within the standards that will supersede the general limitations.*

(v) automated or programmable control systems, automatic shut-off, photoelectric sensors, timers, clocks, metering devices, signal lights, lightning arrestor system, remote controls, security or data distribution systems, or solar panels;

(B) report:

- (i) past repairs that appear to be effective and workmanlike;

*Commentary -- The inspector should take into consideration what, if any, structural defect or water penetration issue may have caused the repairs to be made. If the repair was related to structural deficiencies or water penetration, the inspector should attempt to determine if the actual deficiency or water penetration point(s) was repaired. Many repairs are made solely for cosmetic reasons. Since it is often not possible for an inspector to determine the reason for the repair, it is generally recognized that repairs that are effective and workmanlike are indicative that the defect was repaired. Inspections are primarily intended to identify items that are deficient and not to anticipate future problems.*

- (ii) cosmetic or aesthetic conditions; or

*Commentary – A cosmetic or aesthetic condition would be any condition other than those related to structural performance, operability, or water penetration as specified by these standards. Examples of some cosmetic or aesthetic conditions would be damaged wall coverings or claddings, cracks in wall coverings or claddings not related to adverse performance of the structure, stained, damaged or peeling wall, ceiling or floor covers, burned, damaged or scratched countertops, etc. The determination of cosmetic or aesthetic condition is left to the reasonable judgment of the inspector.*

(iii) wear and tear from ordinary use;

*Commentary – Ordinary wear and tear also includes wear and tear from continued occupancy and from changes in occupancy that occur after the date and time of the inspection.*

(C) determine:

(i) insurability, warrantability, suitability, adequacy, capacity, reliability, marketability, operating costs, recalls, counterfeit products, life expectancy, age, energy efficiency, vapor barriers, thermostatic operation, code compliance, utility sources, or manufacturer or regulatory requirements except as specifically required by these standards;

*Commentary -- The Scope of an inspection is not to determine insurability or warrantability of any given item within the standards. The standards were not intended to comply with the requirements of the Texas Department of Insurance, home warranty company guidelines or any other insurance or warranty guidelines or requirements. The standards are not a check for code compliance or manufacturer's installation requirements. Though some items required to be inspected by the standards are code related items, those items are required to be inspected because they are considered to be safety related. Examples of such are GFCIs, AFCIs and elevated water heaters in garages. It is not rational to expect any one person to potentially know all known codes violations, recalls, regulatory agencies, defects, installation requirements, load and sizing requirements, etc.*

(ii) the presence or absence of pests, termites, or other wood-destroying insects or organisms;

(iii) the presence, absence, or risk of asbestos, lead-based paint, mold, mildew, or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, or poison; or

*Commentary -- Certain items subject to inspection require special licenses such as wood-destroying insects (Department of Agriculture), asbestos, lead-based paint and mold (Texas Department of Health Services). Such inspections are not a part of a home inspection but are considered to be separate services. Though an inspector may reference in a home inspection report substances that appear like mold or asbestos, to do an inspection for those substances requires separate reports with guidelines from those governing agencies,*

(iv) types of wood or preservative treatment and fastener compatibility;

*Commentary – Components of some wood preservatives can cause damage to some types of fasteners. The inspector is not required to determine or verify that the fasteners are compatible with the components of the wood preservative used.*

- (D) anticipate future events or conditions, including but not limited to:
- (i) decay, deterioration, or damage that may occur after the inspection;

*Commentary -- Events, damage, deterioration or mechanical failures, damages caused by others, repairs performed that cause damage to the structure, failure of repaired item to perform, failure to repair or failure to fully repair all underlying conditions, or hazardous conditions that are created by any repairs, action or inaction, etc. that occur after the inspection has ended are not the responsibility of the inspector. The only exceptions to this concept are if the inspector caused the damage to occur. For example, if the inspector left the oven operating, left a door unlocked, etc., the inspector may be liable for damages or expenses incurred as the result of the actions or inactions of the inspector.*

- (ii) deficiencies from abuse, misuse or lack of use,

*Commentary -- All systems and components in a dwelling unit are made to operate or to perform some task. Lack of use can cause damage or failure of components as easily as damage or failure from overuse. There should be no expectation on the part of the consumer that parts, components or systems will continue to operate in the same manner as they operated during the inspection.*

- (iii) changes in performance of any part, component, or system due to changes in use or occupancy;

*Commentary -- It is the responsibility of the inspector to provide sufficient documentation of the condition of the dwelling unit based on the present condition, occupancy and working under current use and habits of the current occupants of the dwelling. However, defects, deficiencies or damaged areas that were concealed or covered by the furniture, furnishings or other personal property of the seller that were discovered when the seller vacated the property should be reported to the buyer via an updated seller's disclosure statement. The inspector is not required to anticipate the possibility of damage in areas that are inaccessible or obscured from observation.*

- (iv) the consequences of the inspection or its effects on current or future buyers and sellers;

*Commentary -- The inspector should render their opinions or findings of fact based solely on the evidence found during the inspection, not on the consequences of those opinions on the consumer, the seller or the real estate agents involved.*

- (v) common household accidents, personal injury, or death;

*Commentary – While the Standards include some life safety items, the Standards do not include all possible life safety items and do not contemplate ordinary household accidents such as, but not limited to, slipping in a bathtub or shower, tripping, falls, burns from cooking or from fires in a fireplace, nor do the standards anticipate damage from Acts of God.*

(vi) the presence of water penetration(s); or

*Commentary -- Water penetration to the interior of a dwelling unit is going to occur at some point in time in the vast majority of structures. It is not part of the inspection for the inspector to anticipate when or how such an event will occur. The inspector's responsibility is limited by the standards to the discovery of accessible and visible indications of water penetration at the time of the inspection. It is the inspector's responsibility to provide sufficient documentation of the condition of the building at the time of the inspection.*

(vii) future performance of any item;

*Commentary -- All structural components, electrical components, plumbing components, mechanical equipment, ducting, insulation, etc. have economic and actual service life limitations. These life durations vary between individual components. The economic and actual service life limitations cannot be anticipated by a visual inspection or, in many cases, by an intensive investigation of the part, component or system. The actual performance of any part, component or system at the time of the inspection does not predict continued performance of that part, component or system.*

(E) operate shut-off, safety, stop, pressure, or pressure-regulating valves or items requiring the use of codes, keys, combinations, or similar devices;

*Commentary -- The inspector is not required to operate valves of any type unless specifically required by the standards. As per the standards, an inspector should not damage or deface the property during the course of an inspection. It is an acknowledged fact that valves that have not been operated for a period of time have a high probability of failure due to the lack of use or operation.*

(F) designate conditions as safe;

*Commentary -- It is not the responsibility of the inspector to designate an item as unsafe. Except in the specific instances that the standards require inspection and reporting of safety concerns or conditions, the inspector has no obligation to report safe or unsafe conditions. To make such a requirement would lead to an endless list and would require the inspector to make judgments of the client's clumsiness or deftness. It is not rational to expect any one person to know all potential safety hazards for any given, component, event or individual.*

(E) recommend or provide engineering, architectural, appraisal, mitigation, physical surveying, realty, or other specialist services;

(F) review historical records, installation instructions, repair plans, cost estimates, disclosure documents, or other reports;

(G) verify sizing, efficiency, or adequacy of the ground surface drainage system;

*Commentary -- No matter the past performance of a ground drainage system, no one can predict the magnitude of the next rainfall or the period of time over which the rain will fall. No inspector can accurately predict the effects of the increases in construction and ground coverage in the vicinity of the property on ground surface drainage systems.*

*While each inspector is required to inspect for and to report evidence of water penetration, it is the intent of this standard that the client understand that the inspector is not able to verify the operation, sizing, efficiency or adequacy of the ground surface drainage system.*

- (H) operate recirculation or sump pumps;
- (I) remedy conditions preventing inspection of any item;

*Commentary -- Sometimes an inspector encounters conditions which prevent an inspection of a part, component or system from taking place. The inspector may find for example that the water heater is enclosed inside an exterior closet that has been secured shut with screws. The inspector is not required to remove the screws and unfasten the secured covering in order to access the water heater. The inspector may find that the electrical panel box has been partially covered with shelves holding stored items. The inspector is not required to move the items and shelves in order for the panel box cover to be accessed. When conditions prevent inspection of any item required to be inspected by these Standards, the inspector must follow the provisions of the Departure Provision.*

- (J) apply open flame to operate any appliance;

*Commentary -- The inspector is not required to apply an open flame to any appliance to check for operation of the equipment. The inspector is not required to light pilots or use a lighter to initiate the operation of an inspected component.*

- (K) turn on decommissioned equipment, systems, or utility services; or

*Commentary -- An inspector should assume that a decommissioned piece of equipment was turned off for a reason and may constitute a safety hazard to the property or to the inspector to re-commission it. The inspector is required to follow the provisions of the departure provision.*

- (L) provide repair cost estimates, recommendations, or re-inspection services.

*Commentary -- It is the responsibility of the inspector to document the visible condition of the property as it was found to be at the time of the inspection. It is not the responsibility of the inspector to tell the seller or the buyer how to correct items, the extent to which an item needs to be corrected or the extent to which an additional investigation to determine the actual cause of the item noted as deficient is needed, the estimated cost of repair or to provide follow-up services to guarantee repairs are made correctly.*

(4) In the event of a conflict between specific provisions and general provisions in the standards of practice, specific provisions shall take precedence.

*Commentary -- Example 1: Under (Scope) General Limitations, an inspector is not required to report past repairs that appear to be effective and workmanlike, yet under (e) Roof Covering Materials, the inspector shall report evidence of previous repairs to roof covering materials, flashing details, skylights, and other roof penetrations.*

*Example 2: Under General Limitations, The inspector is not required to: (E) operate shut-off, safety, stop, pressure, or pressure-regulating valves, yet under (C) Water heaters, The inspector shall report as deficient a temperature and pressure relief valve that: (I) does not operate manually.*

(5) Departure.

(A) An inspector may depart from the standards of practice only if the requirements of subparagraph (B) are met, and:

(i) the inspector and client agree the item is not to be inspected;

*Commentary -- For example, a client may inform an inspector that the kitchen appliances are to be replaced and that the appliances need not be inspected; or that a professional roofer is going to inspect the roof or that a HVAC technician is to inspect the HVAC equipment. If the client instructs the inspector that the inspector need not inspect these type items, the inspector does not have to perform those inspections. The inspector is required to follow the provisions of the departure provision.*

(ii) the inspector is not qualified to inspect the item;

*Commentary -- Mechanical equipment changes constantly and there may be systems or equipment present in a residence that the inspector is not familiar with. Should the inspector not have knowledge of the proper or safe operation of a part, component or system, the inspector is not required to perform an inspection on that item. The inspector is required to follow the provisions of the departure provision.*

(iii) conditions beyond the control of the inspector reasonably prevent inspection of an item;

*Commentary – Frequently an inspector will encounter conditions which prevent the inspection of parts, components or systems from taking place. These conditions can be almost anything and may be subject to change with time. Should the inspector determine that a condition exists that prevents the inspection of any item, it is up to the inspector to document that condition so that the inspector can defend his decision. Examples of such conditions are: Limited access because of furniture, furnishings, personal property, stored items, wet / steep roof, rainy / wet surfaces on the exterior, a threatening dog in the back yard, attic spaces that appear difficult to enter, exposed wiring connections at the attic entrance, wasp nests in panel boxes. When these or similar conditions are encountered, the inspector must make the appropriate notation in the report stating the reason why any item was not inspected. The inspector is required to follow the provisions of the departure provision.*



(iv) the item is a common element of a multi-family development and is not in physical contact with the unit being inspected, such as the foundation under another building or a part of the foundation under another unit in the same building;

*Commentary -- The inspector is only required to inspect the components of common elements that comprise the residence being inspected. For example, if the residence is a townhouse that is on the same foundation with a number of other townhouse units, the inspector would only be required to inspect the portions of the foundation, the cladding systems, the attic, the roof structure and roof covering materials that make up the residence being inspected. The portions of the foundation, the cladding systems, the attic, the roof structure and the roof covering materials that make up other residential units do not have to be inspected. The inspector would not normally have access to the interiors of the other residential units in any event.*

(v) the inspector reasonably determines that conditions or materials are hazardous to the health or safety of the inspector; or

*Commentary -- Nothing in the standards or in the rules of the Texas Real Estate Commission requires inspectors to expose themselves to dangerous, hazardous or unsanitary conditions. Should such conditions be encountered, the inspector is required to inform their client of the condition that prevents the inspection of a part, component or system at the earliest practical opportunity. The inspector is required to report and clearly notate what hazardous, unsafe or unsanitary condition was encountered and to note what items were not inspected as a result.*

*Example: An inspector who is in the attic determines that the walking surfaces may not be adequate for the inspector to proceed any further without raising the risk of damaging the property or of undue hazard to the inspector, the inspector is not required to proceed into that section of the attic. The inspector must state in the report the reason that section of the attic was not inspected.*

(vi) the inspector reasonably determines that actions of the inspector may cause damage to the property.

*Commentary -- An inspector is not required to perform destructive testing or employ any procedure that would require damaging any property or component during the course of any inspection. When the performance of an inspection of a part, component or system*

*would require the inspector to damage sound materials, the inspector should not cause damage the property. Should such a circumstance be encountered, the inspector is required to inform the client of the circumstance at the earliest practical opportunity. The inspector is required to report and clearly notate what items were not inspected.*

*Some inspectors have used this concept to cover such things as giving the inspector full immunity from walking the surface of a roof under the theory that walking any roof surface damages the roof covering material. While this may be true in theory, there may be no measurable diminution in the service life of the roof covering material from the inspector walking the surface of the roof covering material. If the inspector is not familiar with how to walk certain roof surfaces, such as a tile roofing system, without damaging the material, the inspector should follow the departure provision in notifying the consumer that the roof was not walked. This section is not to be construed as a blanket exclusion from inspecting certain components required for inspection by these standards.*

*Example: A panel box cover is stuck to the wall paper on the edges. If the inspector believes that to remove the cover would tear / damage the wall paper, the inspector is permitted to leave it in place and not remove it. The inspector then must state in the report the reason that the cover was not removed.*

(B) If a part, component, or system required for inspection is not inspected, the inspector shall:

(i) advise the client at the earliest practical opportunity that the part, component, or system will not be inspected; and

*Commentary -- The "earliest practical time" may vary depending on the circumstance. Generally it means when it is discovered that a part, component, system or area cannot be inspected. For example, it should be clear when the property to be inspected is approached that the roof surface can or cannot be accessed. It may be clear that a crawl space can or cannot be accessed. If the client is present, the client should be informed at that time that the roof will not be inspected from the surface of the roof or that the crawl space will not be inspected from the interior of the crawlspace. When conditions are discovered that would cause the inspector to make use of this Departure Provision, these conditions should be reported as soon a reasonably possible. For example, the determination that there are areas of the attic that cannot be accessed should not cause the inspector to leave the attic to inform the consumer of the inaccessible attic areas. It is sufficient that the client be informed after the inspector exits the attic but before the inspector leaves the property, if the client is present. If the client is not present, the inspector should inform the client of the items that could not be inspected as required by the standards as soon as reasonably possible. That may be when the report is delivered to the consumer. The inspector should realize that the consumer has a limited period of time in which to perform due diligence on the dwelling unit. The intent of this Departure Provision is to provide the consumer with as much time as possible to have all the parts, components and systems inspected prior to the termination of any time limitations such as option periods.*

(ii) make an appropriate notation on the inspection report form, clearly stating the reason the part, component, or system was not inspected.

*Commentary -- The notation of the reason a part, component of system was not inspected in accordance with the Standards must be specific and clear in the report. It should also be clearly stated in the report which parts, components and systems were not inspected when the Departure provision is used.*

(C) If the inspector routinely departs from inspection of a part, system, or component, the earliest practical opportunity for the notice required by this subsection is the first contact with the prospect and the inspector has reason to believe that the property being inspected has the part, system, or component the inspector routinely does not inspect.

*Commentary -- Nothing in the Standards require an inspector to put himself in a position of unacceptable risk to that individual inspector. It is clearly realized that different inspectors have different levels of tolerance for heights, for the use of ladders, and from exposure to live electrical components, etc. This provision of the Departure Provision recognizes those facts and creates a system by which the consumer can be informed that there are limitations, for whatever reason, beyond which an inspector will not venture. However, the concern of the Texas Real Estate Commission is that the consumer has the time necessary to perform the due diligence necessary for the consumer to make an informed choice. It is the requirement of this section that an inspector who does not perform certain tasks, such as climbing ladders, walking roof surfaces, walking through or crawling attic spaces, entering crawl spaces under houses, removing covers from panel boxes, electrical cabinets, etc. inform the consumer or the consumer's representative at first contact. This often means when the consumer or the consumer's representative calls, emails or otherwise contacts the inspector to arrange for inspection services. It is expected that the inspector respect the need of the consumer to have the opportunity to complete their due diligence investigations during the limited time period afforded by the option period.*

(c) Enforcement. Failure to comply with the standards of practice is grounds for disciplinary action as prescribed by Chapter 1102.