Wood-Destroying Organism Inspections and Reports

Real estate sales or other real estate financial transactions often require a formal wood-destroying organisms inspection report. Whenever a formal wood-destroying organisms inspection report is provided, the inspection will be performed only by a person who is licensed in Structural Pest Control by the Oregon Department of Agriculture.

Each report will contain, as a minimum, the following elements.

1. Even though many areas of the structure are considered inaccessible for inspection, the inspection report will, never-the-less, make full disclosure of those areas of the structure that were inaccessible for inspection or were not otherwise inspected.

2. Each inspection report will include a graphical representation of the structure or portions of the structure inspected, indicating thereon the approximate location of any infested areas evident, and the parts of the structure where conditions exist which would ordinarily subject such parts to attack by wood-destroying organisms. Although the diagram need not be to scale, it should be sufficiently accurate and detailed so that it can be determined where the front of the structure is located, in addition to finding the actual areas of infestation and/or damage as a result of viewing the diagram.

3. The date of the inspection

4. The address or location of the property inspected.

5. The name of any person or firm ordering the report.

6. The Oregon Department of Agriculture Structural Pest Control Operator's License number of the inspecting firm.

7. The name, signature and Oregon Department of Agriculture Structural Pest Control Applicator's license number of the licensee making the inspection.

8. Findings and recommendations pertaining to the presence or absence of wood-destroying organisms and their conducive conditions.

9. Oregon Construction Contractor's Board registration number.

10. Summary, Oregon Contractor's Law.

In addition to the above, the following will apply to all inspections and reports:

I. WOOD DESTROYING ORGANISM INSPECTION REPORT.

A wood destroying organism inspection report is a written opinion of a qualified inspector based upon what was visible and evident at the time of the inspection. As such, the inspection report does not in any way
represent or guarantee the structure to be free from wood destroying organisms or their damage, nor does it represent or guarantee that the total damage or infestation is limited to that disclosed in the report.

II. **INSPECTION PROCEDURES.**

The inspector shall make an inspection of the subject structure to render an opinion on the presence and extent of wood destroying organisms. These shall include subterranean termites, dampwood termites, carpenter ants, wood boring beetles and wood decay fungi. In addition, he/she shall look for those conditions which are conducive to wood destroying organisms. Conducive conditions shall include, but not be limited to:

A. **FAULTY GRADE LEVELS:** This condition shall exist when the top of the foundation is less than six inches above the adjacent earth. This condition shall also exist whenever the bottom of a sub-area foundation vent is less than six inches above the adjacent earth or when wood siding is less than six inches above the adjacent earth.

B. **INADEQUATE CLEARANCE:** This shall exist where there is less than 18" clear space between the bottom of the floor joists and the unimproved ground area in any crawl space or portion thereof.

C. **EARTH-WOOD CONTACT:** This condition exists where wood of the structure is in direct contact with the soil.

D. **CELLULOSE DEBRIS:** Cellulose debris in the sub-structure crawl area shall be considered any wood, paper, or cardboard material that can be raked (with a standard garden rake) or larger.

E. **INSUFFICIENT VENTILATION.** This condition shall exist when the lack of ventilation is contributing to the growth of wood-destroying organisms.

F. **EXCESSIVE MOISTURE.** Excessive moisture shall constitute any condition such as wet soil in the crawl space, improper drainage that contributes to standing water and/or seasonal standing water in the crawl space, plumbing leaks or any other commonly controllable moisture condition that poses a threat to structural members or prevents inspection of the crawl space.

III. **LIMITATIONS OF INSPECTIONS.**

A. **VISUAL ONLY:** Statements, representations, or conclusions of a wood destroying organism inspection report are based solely upon a visual examination of the exposed areas of the structure. The inspector does not deface nor probe into finished window or door frames, trim work, floor coverings, walls, ceilings, or other finished surfaces. As such, the inspecting firm will not be held liable for infestations and/or infections that were not evident except by probing or marring finished surfaces.

B. **INACCESSIBLE AREAS.** Certain areas of a structure which are inaccessible by the nature of the structure may be subject to infestation by wood destroying organisms. Such "inaccessible areas" cannot be seen by a visual inspection unless they are excavated, torn out or unless physical obstructions are removed. Such areas include, but are not limited to, wall voids, spaces between floors, portions of the substructure concealed by subfloor insulation, floors beneath coverings, and areas concealed by furniture, appliances, built-in cabinets and/or personal possessions.
The inspecting firm shall not be held responsible in any matter by any party of any condition of wood destroying organisms or for any consequences of such infestations if such conditions were concealed in inaccessible areas and were not reasonably apparent by a visual inspection at the time of the inspection. Inaccessible substructure crawlspace areas, which are discovered by the inspector, will be indicated on the inspection report.

C. ROOFS, GUTTERS AND INSIDE ATTIC SPACES. Unless otherwise indicated on the report, roofs, gutters and inside attic spaces are excluded from the scope of a wood-destroying organisms inspection. A wood destroying organism inspector is not an expert in the roofing field. The inspecting firm shall not be held responsible or assume liability in any manner concerning the condition of any portion of the roof area, including outside coverings, soffits, gutters and inside attic areas, their soundness or estimated life. It is therefore recommended that if professional opinions or certifications are needed for these areas that the interested parties contact a qualified, licensed roofing contractor.

D. SHEDS, DETACHED GARAGES, OUTBUILDINGS, AND DETACHED WOOD DECKS. Sheds, detached garages and carports, outbuildings, detached wood decks or other structures on the property which are not attached to the main structure will not be included in the inspection and report unless specifically requested and noted. The inspecting firm shall reserve the right to charge an additional fee to inspect any unattached structures.

E. FUTURE CONDITIONS. The inspection shall cover only current conditions visible and evident at the time of the inspection. It shall not cover latent conditions not visible at the time of inspection. The inspection firm shall in no way be held responsible for future conditions, damages or infestations that were not reasonably evident at the time of the inspection.

F. MINOR ROT CONDITIONS. In certain geographical areas of the State of Oregon, where wet climate is common, a large percentage of structures are subject to minor rot conditions. While such conditions are technically fungi infestations they may not substantially affect the quality, structural soundness or anticipated future life of the structure. Such conditions as spot areas on doors, window casings, porch steps, railings and portions of wood decks and common weathering on siding, decks and non-supporting wooden members shall not be reported on inspection reports except at the discretion of the inspecting firm for purposes of clarification only.

G. OTHER CONDITIONS: This inspection does not include inspection of electrical, plumbing, heating, or other mechanical systems of the structure, nor will it detect building code violations, or address asbestos or any other environmental hazards.

IV. WORK PERFORMED BY OTHERS: Should the property owner, purchaser or other interested party elect to perform all or part of the work recommendations or to contract with a contractor other than the inspecting firm, the owner, buyer, or other interested party shall provide a written statement certifying that either he/she and/or the contractor performing the work has completed the recommendations as specified in the inspection report and agree to assume full liability for, and hold the inspecting firm harmless for, any defects in the work. The inspecting firm will not warranty nor guarantee the work of others.

V. REPORTS: No report shall be issued by the inspecting firm unless a state licensed inspector from that firm has made a inspection of the structure in conformity with these standards. Reports shall be subject to III. LIMITATIONS OF INSPECTIONS.
A. ORIGINAL REPORT. The report pertaining to the first inspection and report performed on a piece of property will be the original report.

B. SUPPLEMENTAL REPORTS: A "Supplemental Report" is a report of condition in previously reported inaccessible areas which have since been made accessible for inspection. Upon receipt, the "Supplemental Report" should be attached to and be included in the original report.

C. REINSPECTION REPORTS: A reinspection shall be an inspection of those items previously listed on an original report or any subsequent "Supplemental Reports" to determine if the recommendations have been completed.

The reinspection shall be performed for not more than the price of the firm's original inspection price and shall be completed within 10 working days after a reinspection has been requested.

After four months from an original inspection, all inspections shall be original inspections and not reinspections.

D. COMPLETION CERTIFICATE: A Completion Certificate shall be issued by the inspecting firm performing the original inspection whenever requested by the person/agent ordering the report except that no inspection firm shall be required to provide a completion certificate without a signed third party agreement whenever the completion certificate lists recommendation items completed by persons or firms other than the inspecting firm and/or its subcontractors.

VI. CONDITIONS REVEALED DURING PERFORMANCE OF RECOMMENDATIONS. The inspecting firm shall not be liable nor responsible in any way for infestations, infections or damage that may be revealed in inaccessible areas in the course of performing repairs, or other work recommendations, whether work is performed by the inspecting firm or others.

Should any wood destroying organism, damage or conducive conditions be revealed during the performance of work recommendations, whether done by owner, purchaser, or contractor other than the inspecting firm, the inspecting firm must be notified of such conditions for the purpose of having an opportunity to inspect the area and determine any additional work recommendation before such conditions are covered up. The owner, purchaser or his agents undertaking the work shall be responsible for such notification. The inspecting firm, upon discovery of hidden infestations, infections or damage, or if notified as provided herein, shall perform an additional inspection and issue additional work recommendations that are deemed necessary. Nothing contained herein shall prevent the inspecting firm from making an additional charge for each additional inspection.

VII. TIME LIMITS: Because conditions can change considerably within short periods of time, no report should be relied upon for the closing of any real estate transaction that is four months old or older. The inspecting firm shall not be held liable for any conditions reported or not reported on any report that is four months old or older at the time of the closing of any real estate transaction.

VIII. INDUSTRY STANDARD: The Pest Control Operators of Oregon recognizes the "Uniform Wood Destroying Organisms Inspection Report" as the industry standard. Members in good standing who use the standard report may display the P.C.O.O logo. Non-members may use the standard report for non-members and are not allowed to display the P.C.O.O. logo.

For additional information concerning these standards please contact the Oregon Pest Control Association.