



HOUSE BILL No. 5423

February 22, 2000, Introduced by Reps. DeVuyst, Wojno, Woronchak, DeWeese, Lockwood, Birkholz, Shackleton, Green, Jamnick, Jellema, Mans, Schermesser, Middaugh, Jansen and DeHart and referred to the Committee on Family and Civil Law.

A bill to require warranties on new manufactured homes; to require certain repairs to manufactured homes; and to provide remedies for the failure to repair.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 1. This act shall be known and may be cited as the
2 "new manufactured home warranty act".

3 Sec. 2. As used in this act:

4 (a) "Dealer" means a person who in the regular course of
5 business sells, leases, or distributes manufactured homes primar-
6 ily to a person who leases a manufactured home or purchases a
7 manufactured home for purposes other than resale.

8 (b) "Defect" means a defect in the performance, construc-
9 tion, components, or material of a manufactured home that makes
10 the manufactured home or a part of the manufactured home unfit
11 for the ordinary use for which it was intended.

1 (c) "Manufactured home" means a manufactured home as defined
2 in section 603(6) of the national manufactured housing construc-
3 tion and safety standards act of 1974, title VI of the housing
4 and community development act of 1974, Public Law 93-383, 42
5 U.S.C. 5402.

6 (d) "Manufacturer" means a person who manufactures or assem-
7 bles manufactured homes or imports manufactured homes for
8 resale.

9 (e) "Purchaser" means the first retail buyer of a manufac-
10 tured home or a transferee or buyer of the manufactured home from
11 the first retail buyer.

12 Sec. 3. After the effective date of this act, a new manu-
13 factured home sold by a dealer situated in this state shall be
14 covered by the warranty provided in this act. The warranty bene-
15 fits the purchaser of the manufactured home and is provided by
16 the manufacturer and the dealer according to the terms of this
17 act.

18 Sec. 4. (1) The manufacturer or dealer of a new manufac-
19 tured home sold by a dealer situated in this state shall provide
20 the purchaser a written warranty. The warranty shall contain at
21 least all of the following terms:

22 (a) The manufacturer warrants that the manufactured home
23 complies with Michigan law as to construction and fire protection
24 and detection in effect on the date of manufacture.

25 (b) The manufacturer warrants that the manufactured home was
26 manufactured free from substantial defects in materials or
27 workmanship and was delivered to the dealer in that condition.

1 (c) A dealer warrants that the manufactured home was free
2 from substantial defects in materials or workmanship when sold to
3 the purchaser.

4 (d) The manufacturer and dealer are not liable for a defect
5 in the manufactured home that is a result of improper setup of,
6 moving of, or materials furnished for the manufactured home after
7 the sale, or of other work done by a person other than the manu-
8 facturer or dealer after the sale, unless the work was performed
9 by a person under contract with or an agent of the manufacturer
10 or dealer.

11 (e) The manufacturer and dealer warrant that they, or 1 of
12 them, shall take appropriate corrective action at the site of the
13 manufactured home for breach of the warranty set forth in subdi-
14 vision (a), (b), (c), or (d) for a defect that becomes evident
15 within 1 year from the date of the delivery of the manufactured
16 home to the purchaser, if the purchaser gives written notice of
17 the defect to the manufacturer or dealer at his or her last known
18 business address no later than 1 year and 10 days after the date
19 of delivery of the manufactured home to the first retail buyer.

20 (2) A manufactured home includes the structure, plumbing,
21 electrical, heating, and fire detection systems installed in the
22 manufactured home and the appliances situated in the manufactured
23 home, unless the appliances are covered by a warranty from the
24 appliance manufacturer that equals or exceeds the warranty pro-
25 vided in subsection (1).

26 Sec. 5. The warranty provided in this act is in addition to
27 any other warranties, rights, and privileges that the purchaser

1 may have under any other law or instrument. The manufacturer or
2 dealer shall not require the purchaser to waive his or her rights
3 under this act. Any waiver of that type is considered contrary
4 to public policy and is unenforceable and void.

5 Sec. 6. (1) A manufacturer or dealer who knows or should
6 have known that an alleged defect is covered by the warranty pro-
7 vided by this act and who willfully or by gross negligence
8 refuses or fails to take appropriate corrective action may be
9 liable for civil damages.

10 (2) A purchaser who prevails in an action brought under this
11 act may recover as part of the judgment the total amount of cost
12 and expenses, including attorney fees. Attorney fees shall be
13 based on actual time expended by the attorney, determined by the
14 court to have been reasonably incurred for or in connection with
15 the commencement and prosecution of the action, unless the court
16 in its discretion determines that the award of attorney fees
17 would be inappropriate.