

ENGROSSED HOUSE  
BILL NO. 2372

By: Hutchison

( contracts - warranty for manufactured home - codification  
- effective date )

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 901.1 of Title 15, unless there is created a duplication in numbering, reads as follows:

A. As used in this act:

1. "Consumer" means the purchaser, other than for purposes of resale, of a manufactured home, any person to whom a manufactured home is transferred during the duration of an express warranty applicable to that manufactured home, and any other person entitled by the terms of such warranty to enforce the obligations of the warranty; and

2. "Manufactured Home" means a structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. Said terms shall not include any travel trailer or any self-propelled vehicles used

as living quarters, whether referred to as motor homes or by any other name. Trailers or semitrailers used for the transportation of goods or property, other than the personal belongings of the owner of such vehicle, shall not be included in this definition.

B. For the purposes of this act, if a manufactured home does not conform to all applicable express warranties, and the consumer reports the nonconformity, directly in writing, to the manufacturer, its agent or its authorized dealer during the term of such express warranties or during the period of one (1) year following the date of original delivery of the manufactured home to a consumer, whichever is the earlier date, the manufacturer, its agent or its authorized dealer shall make such repairs as are necessary to conform the manufactured home to such express warranties, notwithstanding the fact that such repairs are made after the expiration of such term or such one-year period.

C. If the manufacturer, or its agents or authorized dealers are unable to conform the manufactured home to any applicable express warranty by repairing or correcting any defect or condition which substantially impairs the use and value of the manufactured home to the consumer after a reasonable number of attempts, the manufacturer shall replace the manufactured home with a new manufactured home or accept return of the manufactured home from the consumer and refund to the consumer the full purchase price including all taxes, license, registration fees and all similar governmental fees, excluding interest, less a reasonable allowance for the consumer's use of the manufactured home. Refunds shall be made to the consumer, and lienholder if any, as their interests may appear. A reasonable allowance for use shall be that amount directly attributable to use by the consumer prior to the first written report of the nonconformity to the manufacturer, agent or dealer and during any subsequent period when the manufactured home is useable

by reason of repair. It shall be an affirmative defense to any claim under this act:

1. That an alleged nonconformity does not substantially impair such use and value; or

2. That a nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of a manufactured home.

In no event shall the presumption described in this subsection apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer and has had an opportunity to cure the defect alleged.

D. It shall be presumed that a reasonable number of attempts have been undertaken to conform a manufactured home to the applicable express warranties, if:

1. The same nonconformity has been subject to repair four or more times by the manufacturer or its agents or authorized dealers within the express warranty term or during the period of one (1) year following the date of original delivery of the manufactured home to a consumer, whichever is the earlier date, but such nonconformity continues to exist; or

2. The manufactured home is unuseable by reason of repair for a cumulative total of forty-five (45) or more calendar days during such term or during such period, whichever is the earlier date. The term of an express warranty, such one-year period and such forty-five-day period shall be extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike or fire, flood or other natural disaster.

E. Nothing in this act shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

F. If a manufacturer has established an informal dispute settlement procedure which complies in all respects with the provisions of Title 16, Code of Federal Regulations, Part 703, as

from time to time amended, the provisions of subsection C of this section concerning refunds or replacement shall not apply to any consumer who has not first resorted to such procedure.

SECTION 2. This act shall become effective November 1, 1996.

Passed the House of Representatives the 5th day of March, 1996.

Speaker of the House of  
Representatives

Passed the Senate the \_\_\_\_ day of \_\_\_\_\_, 1996.

President of the Senate