

# MAINE STATE LEGISLATURE

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# 129th MAINE LEGISLATURE

## FIRST REGULAR SESSION-2019

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Legislative Document

No. 875

H.P. 649

House of Representatives, February 19, 2019

**An Act To Require Warranty Coverage for Damage to  
Manufactured Homes during Transportation and Handling**

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Reference to the Committee on Innovation, Development, Economic Advancement and Business suggested and ordered printed.

A handwritten signature in black ink that reads "R B. Hunt".

ROBERT B. HUNT  
Clerk

Presented by Representative ACKLEY of Monmouth. (BY REQUEST)

1 **Be it enacted by the People of the State of Maine as follows:**

2 **Sec. 1. 10 MRSA §1404, sub-§1**, as amended by PL 2017, c. 210, Pt. A, §2, is  
3 further amended to read:

4 **1. Defects.** That the manufactured home is free from any substantial defects in  
5 materials or workmanship or damage occurring during transportation or handling before  
6 installation commences;

7 **Sec. 2. 10 MRSA §1404, sub-§2**, as amended by PL 2007, c. 402, Pt. B, §1, is  
8 further amended to read:

9 **2. Corrective action.** That the manufacturer or dealer or both shall take appropriate  
10 corrective action at the site of the manufactured home in instances of substantial defects  
11 in materials or workmanship, and the dealer shall take appropriate corrective action at the  
12 site of the manufactured home in instances of damage during transportation or handling,  
13 which that become evident within one year from the date of the delivery of the  
14 manufactured home to the consumer, provided the consumer or the consumer's transferee  
15 gives written notice of such defects to the manufacturer or dealer at the manufacturer's or  
16 dealer's business address not later than one year and 10 days after date of delivery;

17 **Sec. 3. 10 MRSA §1404, sub-§3**, as amended by PL 2017, c. 210, Pt. A, §3, is  
18 further amended to read:

19 **3. Liability.** That the manufacturer and dealer are jointly and severally liable to the  
20 consumer for the fulfillment of the terms of warranty except for damage to the  
21 manufactured home during transportation or handling, and the consumer may notify  
22 either one or both of the need for appropriate corrective action in instances of substantial  
23 defects in the approved building systems, materials or workmanship. The dealer is liable  
24 to the consumer for any damage to the manufactured home during transportation or  
25 handling;

26 **Sec. 4. 10 MRSA §1405**, as enacted by PL 1973, c. 435, is amended to read:

27 **§1405. Cumulative remedies; prohibition against waiver; escrow**

28 The warranty under this chapter ~~shall be~~ is in addition to and not in derogation of all  
29 other rights and privileges ~~which such that a consumer may have~~ has under any other law  
30 or instrument. The manufacturer or dealer ~~shall may~~ not require the buyer to waive ~~his~~  
31 any rights under this chapter and any such waiver ~~shall be deemed is~~ is contrary to public  
32 policy ~~and shall be~~, unenforceable and void. Upon the signing of a purchase contract or  
33 agreement for manufactured housing, the dealer shall place an amount equal to 10% of  
34 the purchase price in escrow with a financial institution in the State that may not be  
35 released to the dealer until both the dealer and consumer execute a release subsequent to  
36 the installation and a final inspection of the manufactured housing.

1

## SUMMARY

2           This bill requires that warranties for manufactured homes include covering damage to  
3 a manufactured home during transportation or handling, for which the dealer is required  
4 to take corrective action. This bill also requires a dealer of manufactured housing to  
5 place an amount equal to 10% of the purchase price in escrow that may not be released to  
6 the dealer until both the dealer and consumer execute a release subsequent to the  
7 installation and final inspection of the manufactured housing.