

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 619 Session of
1993

INTRODUCED BY KUKOVICH, PETRONE, BATTISTO, DeWEESE, TIGUE,
McCALL, BELFANTI, GIGLIOTTI, YANDRISEVITS, PISTELLA, GAMBLE,
ARGALL, BARLEY, MELIO, VAN HORNE, TRUE, DALEY, JOSEPHS,
TRELLO, STABACK, WOZNIAK, MIHALICH, PLATTS, FREEMAN,
D. W. SNYDER, NYCE, CORRIGAN, BUNT AND HARLEY, MARCH 22, 1993

AS AMENDED ON THIRD CONSIDERATION, HOUSE OF REPRESENTATIVES,
FEBRUARY 2, 1994

AN ACT

1 Amending the act of December 22, 1983 (P.L.306, No.84), entitled
2 "An act providing for the State Board of Vehicle
3 Manufacturers, Dealers and Salespersons; and providing
4 penalties," providing for warranty and presale information.

5 The General Assembly of the Commonwealth of Pennsylvania
6 hereby enacts as follows:

7 Section 1. The definition of "vehicle" in section 2 of the
8 act of December 22, 1983 (P.L.306, No.84), known as the Board of
9 Vehicles Act, is amended to read:

10 Section 2. Definitions.

11 The following words and phrases when used in this act shall
12 have the meanings given to them in this section unless the
13 context clearly indicates otherwise:

14 * * *

15 "Vehicle." Every device which is or may be moved or drawn
16 upon a highway, except devices designed primarily for use in
17 construction or agriculture or road maintenance, devices moved

1 by human or animal power, those used exclusively upon rails or
2 tracks or motorized pedalcycles. The term includes manufactured
3 homes.

4 * * *

5 Section 2. The act is amended by adding a section to read:
6 Section 8.1. Warranty and presale information.

7 (a) Manufacturer's warranty.--At the time that an agreement
8 of sale is executed for the purchase of a new manufactured home,
9 the dealer shall show the prospective purchaser the
10 manufacturer's warranty for the home to be purchased and explain
11 its contents. The purchaser shall sign a form indicating they
12 have reviewed the warranty.

13 (b) Extended warranty.--

14 (1) The purchaser prior to signing a sales contract
15 shall be offered an extended warranty of not less than ~~ten~~ <—
16 FIVE years covering at a minimum major structural defects <—
17 which shall include actual physical damage to the following
18 specified load-bearing segments of the home, caused by a
19 failure of such segments which affects their load-bearing
20 functions to the degree that the home becomes unsafe or
21 unlivable:

22 (i) Roof framing members and systems (rafters and
23 trusses).

24 (ii) Floor systems (joists).

25 (iii) Bearing walls and partitions.

26 (iv) Columns.

27 (v) Lintels.

28 (vi) Girders.

29 (vii) Load-bearing beams.

30 (viii) Foundation systems.

1 (2) If the purchaser declines the extended warranty, he
2 shall sign a statement to that effect which shall be retained
3 by the dealer FOR FIVE YEARS.

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4 (c) Estimate of expenses.--At least 48 hours before an
5 agreement of sale is executed for the purchase of a new
6 manufactured home, the dealer shall provide the prospective
7 purchaser with a written estimate of the reasonably foreseeable
8 expenses associated with the sale that the prospective purchaser
9 may be expected to pay, including:

10 (1) Actual retail sale price of home.

11 (2) All finance charges, including principal amount to
12 be borrowed, rate of interest, length of loan and total
13 principal and interest to be paid back during entire term of
14 loan, when the dealer is assisting in arranging financing of
15 the home for the prospective purchaser.

16 (3) Annual cost of insurance premiums for any insurance
17 policies prospective purchasers are told they should carry on
18 the home when the dealer is assisting in arranging insurance
19 coverage on the home for the prospective purchaser.

20 (4) Annual cost of extended warranty coverage should
21 prospective purchaser choose to purchase same.

22 (d) Approval by community.--When a prospective purchaser is
23 going to place the home in a manufactured housing community in
24 Pennsylvania, the prospective purchaser shall have first been
25 approved as a resident of the community where the home is to be
26 located and in addition shall have in his possession a lease for
27 that community signed by the owners of the community and a copy
28 of the community's current rules and regulations, fees and
29 charges, as well as any proposed changes to same, prior to an
30 agreement of sale being executed for the new home.

1 (e) Contract null and void.--Any violation of the provisions
2 of this section by a dealer shall render null and void any
3 contract for the purchase of a new manufactured home previously
4 entered into by the affected party.

5 Section 3. This act shall take effect in 60 days.