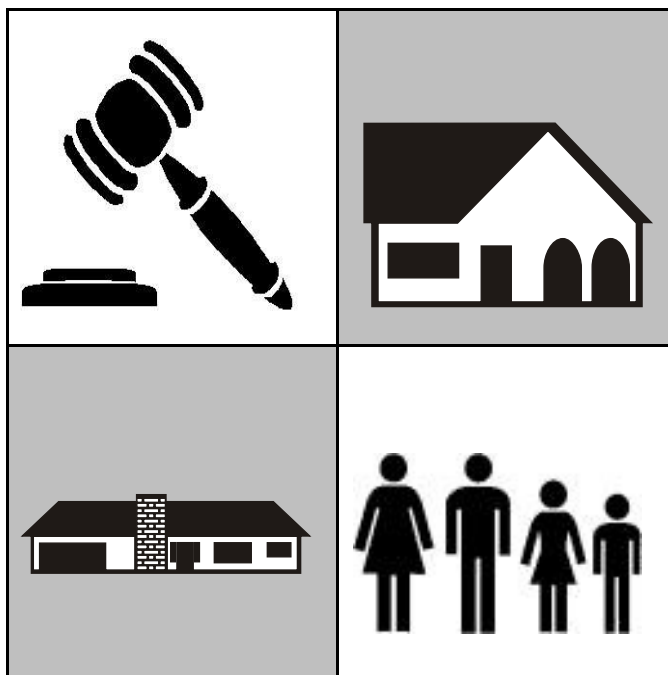


**STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL**



**MANUFACTURED HOME
TENANTS' RIGHTS**



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Attorney General**

CREDITS: This edition of *Manufactured Home Tenants' Rights* was written by Principal Attorney Robert Vawter in conjunction with Thomas Conway, Bureau Chief of the Consumer Frauds and Protection Bureau. (December 2004)

MANUFACTURED HOME TENANTS' RIGHTS

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MANUFACTURED HOME TENANTS' RIGHTS

MANUFACTURED HOME TENANTS' LAW

First enacted in 1974 and amended several times since then, the rights of manufactured home park tenants are primarily contained in Real Property Law. (Real Property Law (RPL) § 233) This law and other applicable laws are cited where they apply.

WHAT IS A MANUFACTURED HOME PARK?

A manufactured home park is land used for the accommodation of three or more manufactured homes occupied for year-round living. A resident of a manufactured home park is a manufactured home tenant whether or not the person owns the manufactured home. A manufactured home owner is someone who holds title to a manufactured home. (Real Property Law § 233(a)) The manufactured home park law, which is explained in this booklet does not apply to seasonal parks often found in resort areas and used for campers, trailers and "motor homes."

DISCRIMINATION

Park owners may not refuse to lease a manufactured home or lot in a manufactured home park, refuse to renew leases of, or otherwise discriminate against any person or group of persons because of race, creed, color, national origin, sexual orientation, military status, sex, disability,

age, marital status or familial status. (Executive Law § 296(5))

Park owners may not refuse to rent a manufactured home or lot or discriminate against any person in the terms and conditions of the rental because that person has children living with him or her. Park owners may not impose a so-called "family surcharge," that is, an additional fee for children. If a family believes there has been discrimination against them in violation of the law, they may bring a lawsuit for damages and for an injunction against the park owner. If they win the lawsuit, they may be awarded reasonable attorneys' fees. (Real Property Law § 236)

Further, the Federal Fair Housing Act prohibits discrimination against families with children in manufactured home parks. For suspected violations of the Fair Housing Act, a tenant should contact the nearest office of the federal Department of Housing & Urban Development. HUD may bring an administrative proceeding to restrain the discrimination and recover compensatory damages and attorneys' fees for the tenant. HUD may proceed in federal court for these remedies plus unlimited punitive damages. (42 U.S.C. §§ 3601 et seq.) Additionally, a lease may not require that tenants agree to remain childless during their tenancy. (Real Property Law § 237)

The law prohibiting discrimination against families with children does not apply to

manufactured home parks set up or maintained exclusively for persons 62 years of age or older, (24 CFR § 100.303), or, in limited circumstances, parks for persons 55 years of age and older. (24 CFR § 100.304) Contact your nearest HUD regional office for details.

Because this federal law restricts the exemption for senior citizens' parks more so than the state law, the federal law governs the definition of a permissible senior citizen park.

WARRANTY OF HABITABILITY

Manufactured home park tenants are entitled to a livable, safe, and sanitary park, including all common areas, roads, the lot and home, if rented. Lease provisions inconsistent with this right are illegal and unenforceable. Failure to provide water or other essential utility service, or to repair sewer problems are examples of a violation of this warranty. Park owners may not willfully or intentionally fail to provide any service or facility once they have agreed to do so. (Real Property Law § 233(m), § 235-b) In emergencies, tenants may make necessary repairs and deduct reasonable repair costs from the rent. Tenants should keep receipts for such repairs.

The New York State Sanitary Code also requires park owners to have a permit, issued by the State or local county health department, in order to operate a manufactured home park. The Sanitary Code imposes requirements that the park owner must meet regarding fire safety;

utilities, including water supply, sewage facilities, electricity, gas and fuel oil; site size; manufactured home stands and anchoring; and refuse storage and disposal. Problems in any of these areas should be brought to the attention of health officials. (10 N.Y.C.C.R. Part 17)

LEASES

A lease is the most significant protection for manufactured home tenants. Before moving into a manufactured home park, a prospective tenant must be offered, in writing, the opportunity to sign a lease for a minimum of one year. A lease assures a tenant the right to remain for its duration and gives advance notice of what the rent will be for one year. Without a lease, the rent may be increased upon 90-days advance written notice. Further, the park owner can require tenants who do not have leases to move out on 30-days notice without stating any reason.

The lease sets the amount of the rent for the term of the lease. The lease may also specify the amount of the fees, assessments, and other charges for the period the lease is in effect. Leases generally state the period of time for the rental. A tenant with a written lease may move out of the park without any further liability when the lease expires. Generally, tenants who stay past the end of a lease are treated as month-to-month tenants, if the landlord accepts their rent. A month-to-month tenancy may be terminated by either party by giving 30-days notice.

The lease sets out the tenant's obligations -
- the payment of rent in full and on time,

the agreement to follow reasonable park rules and to obey all federal, state, and local laws and ordinances which affect the health and safety of other residents.

Without a lease the park owner may increase the rent, fees, charges, or assessments upon 90-days advance written notice of the increase, the park may not collect the additional amount. (Real Property Law § 233(g)(3))

PLAIN ENGLISH LEASES

Leases must use words with common and everyday meanings and must be clear and coherent. Sections of leases must be appropriately captioned and the print must be large enough to read easily. (General Obligations Law § 5-702; CPLR § 4544)

UNCONSCIONABLE LEASE CLAUSES

Many park owners use printed form leases which they ask tenants to sign on a take-it-or-leave-it basis. The law does not require that any particular lease be used. Since tenants often have no meaningful opportunity to reject lease clauses, the courts may refuse to enforce a provision found to be unreasonably favorable to the park owner. (Real Property Law § 235-c) Read your lease and all riders, including any rules or regulations carefully before you sign. Do not rely on oral promises.

Make sure that all promises and agreements are written in the lease before signing it. It is wise to consult an attorney if you have any questions about your lease.

RENEWAL LEASES & EVICTION FOR CHANGE IN USE

Park owners are required to offer manufactured home tenants who own their own home and are in good standing, an opportunity to renew their lease for at least twelve months. The renewal offer must be made in writing no later than 90 days before the expiration of the existing lease. The law also requires park owners to offer manufactured home owners without leases who are in good standing, the opportunity to sign a lease for a minimum of one year every year on or before October 1st. To be in good standing, a manufactured home owner:

1. cannot be more than one month in arrears in rent;
2. must be in compliance with the terms of the lease, park rules and any laws affecting the safety and welfare of other residents; and
3. cannot use the home for illegal purposes.

The law requires the park owner to give 30 days written notice to any manufactured home owner in jeopardy of not having their lease renewed because they are not in good standing. The problems must be corrected at least five days before the deadline for offering a lease or a renewal lease. Home owners must also maintain their good standing throughout the 90 days prior to October 1st or the effective date of the renewal lease. Manufactured home owners must sign and return the offered lease to the park owner within 30 days after receiving it. Otherwise, they will become month-to-month tenants with no

protection from arbitrary eviction. Park owners may change the use of their land as long as they personally deliver or by certified mail give their residents written notice of the proposed change. This notice must be given at least six months prior to the effective date terminating the tenancies to allow the residents time to relocate. Eviction proceedings based on change in use may be six months after service of the notice or at the end of the lease term, whichever is later.

PARK RULES AND REGULATIONS

A copy of all rules and regulations must be given tenants at the beginning of occupancy and a copy of the rules and regulations must also be posted in a conspicuous place on the park grounds.

A park owner cannot enforce rules and regulations which are either not posted conspicuously or given to park tenants at the time they move in. (Real Property Law § 233(f))

Park rules and regulations cannot be unreasonable, arbitrary or capricious and must also be applied uniformly to all park residents. (Real Property Law § 233(f))

No lease provision can be inconsistent with a rule or regulation in effect at the beginning of the lease. (Real Property Law § 233(e))

The manufactured home park owner may change any rule or regulation but must give all tenants at least 30-days advance written notice of the change. If the

changed rule or regulation is inconsistent with a lease provision then in effect, the change can be applied only to new tenants or those without the protections of a lease. New leases must eliminate the inconsistency by either changing or eliminating the lease provision. (Real Property Law § 233(f))

RENT, FEES, CHARGES AND ASSESSMENTS

All fees, charges and assessments, including rent and utility charges, must be reasonably related to actual services delivered and must be disclosed in writing by the park owner before a tenant moves into the park.

Tenants may not be charged a fee for anything other than rent, utilities and charges for facilities and services actually provided. For example, tenants cannot be charged an "entrance fee" to move into a park unless the park owner actually provides some service related to moving in.

Extra charges for additional family members, pets, guests, and the like are also prohibited unless the extra charge is related to the actual cost of the service provided by the park owner. Tenants may not be evicted solely because of refusing to pay an undisclosed fee, charge, or assessment. (Real Property Law § 233(g))

REAL PROPERTY TAX PAYMENTS

A manufactured home park owner, operator or his agent must reduce the annual rent payable by a manufactured

home tenant for use of the land upon which its manufactured home rests, equal to the real property taxes actually paid by the tenant plus the amount by which the property taxes were actually reduced, provided the manufactured home tenant either:

- (1) a) owns a manufactured home which is separately assessed;
 - b) is entitled to and actually receives a partial tax exemption pursuant to Real Property Tax Law Article 4; and
 - c) pays the taxes on the home; or
- (2) if not separately assessed is entitled to and actually receives the school tax STAR exemption authorized by RPTL 425. The manufactured home park owner or operator may retain 2% of the reduction to cover administrative expenses.

Failure to comply is punishable by a fine of up to \$500 for each violation. (Real Property Law § 233(w))

SECURITY DEPOSITS

Many park owners require park tenants to give them a security deposit. The law requires all park owners, regardless of the number of units or lots in the parks, to treat security deposits as trust funds belonging to their tenants. Park owners are prohibited from mingling the deposits with their own money.

Owners of parks where there are six or more manufactured home lots must put all security deposits in New York bank accounts earning interest at the prevailing

rate. Whenever a park owner puts the security deposit in a bank account, he or she must inform each tenant, in writing, of the bank's name and address and the amount of the deposit. (Real Property Law § 233(g)(4))

When a security deposit is placed in a bank account, the park owner is entitled to annual administrative expenses of one percent of the deposit. All other interest earned on the deposit belongs to the tenant.

Tenants must be given the option of having this interest paid to them each year, applied to rent, or paid at the end of the lease.

A park owner may use the security deposit only as reimbursement for damage to the manufactured home or lot or as reimbursement for any unpaid rent.

The park owner must return the security deposit, less any lawful deduction, to the tenant at the end of the lease or within a reasonable time thereafter. (Real Property Law § 233(g)(4))

RENT RECEIPTS

Park owners must provide tenants with a written receipt when rent is paid in cash, or in any way other than a personal check. The receipt must be signed by the person receiving the rent and must state the payment date, the amount, the period for which the rent was paid, and the lot or manufactured home number. (Real Property Law § 233(q))

LATE CHARGES

A park owner may not impose a charge for the late payment of rent unless there is a specific provision in a tenant's lease or in the park rules and regulations allowing for this charge.

Even if there is such a provision, no late charge can be collected on any rent payment made within ten days of the due date. Also, the late charge cannot be more than 5 percent of the delinquent payment. (Real Property Law § 233(r))

TENANTS' ORGANIZATIONS AND COOPERATIVES

Tenants have a legal right to organize and to form, join and participate in tenants' organizations for the purpose of protecting their rights. Tenant groups have the right to meet at reasonable hours in any common area in their park. (Real Property Law § 230)

Tenants' Organizations may seek to purchase a park and form a Manufactured Home Cooperative. The New York State Housing Finance agency has a special manufactured home cooperative fund program that can loan a tenants' organization up to 95 percent of the cost of purchasing the park and converting it to a cooperative ownership. For more information about this program, call (518)434-2118.

RETALIATION

Park owners are prohibited from harassing or retaliating against tenants who exercise their rights. A park owner may not seek to evict tenants solely because they make good faith complaints to a government agency about violations of any health or safety laws, or take good faith actions to protect rights under their leases, or participate in tenants' organizations. Tenants may collect damages from park owners who violate this law, which applies to all parks with four or more units. (Real Property Law § 223-b, 233(n))

EVICITION

Eviction is the process whereby a manufactured home tenant can be forced to move and a park owner can regain possession of a manufactured home or lot. To evict a tenant legally, a park owner must sue in court and win the case. Only a sheriff, marshal or constable can carry out a court-ordered warrant for eviction. (Real Property Actions and Proceedings Law § 749)

Tenants cannot be evicted by park owners through the use of force or unlawful means. A park owner cannot use threats of violence, remove a tenant's possessions, lock the tenant out of a manufactured home, or willfully discontinue essential services such as water or heat. (Real Property Law § 233(p), § 235) A tenant who is evicted from a manufactured home or lot in a forcible or unlawful manner is entitled to recover triple damages in a legal action against the wrongdoer. (Real Property Actions and Proceedings Law §§ 713, 853)

GROUNDS FOR EVICTION

Tenants who do not own their homes may be evicted at the end of their lease without cause or any stated reason. Any tenant without a lease, even those who own their homes, may be evicted without cause or any stated reason so long as the park owner gives at least 30 days notice prior to the end of the term.

Other grounds for eviction re: 1) Non-payment of rent provided the tenant has received a written demand for the rent at least 30 days prior to commencement of the eviction proceeding. The eviction proceeding, however, will be terminated if the delinquent rent and allowable costs are accepted prior to a judgment; 2) Use of the manufactured home or lot for illegal purposes; 3) Violation of a federal, state or local law which is detrimental to the safety and welfare of other residents; 4) Violation of lease terms or of valid park rules or regulations when there has been a failure to correct the violation within ten days of receiving written notice from the park owner. If the tenant does not correct the violation within this period, or if the tenant or anyone occupying the manufactured home is deemed a persistent violator of the lease or park rules or regulations, the park owner may serve the tenant with a notice to vacate the premises within 30 days; 5) Change in the use of the land so long as the park owner provides written notice, by certified mail or delivered personally, of the proposed change in the use of the land six months prior to the effective date terminating the tenancies. This ground for eviction supersedes the protection of a lease. (Real Property Law § 233 (b))

WARRANT OF EVICTION

If served with legal papers in an eviction proceeding, you will be given the opportunity to appear in court and explain to the judge why you should not be required to move. It is wise to consult an attorney to protect your legal rights if the landlord seeks to evict you from the park. Never ignore legal papers. If you do not appear in court on the date and at the time specified in the legal papers, or if the judge decides against you, the court will issue a "warrant" for your eviction which will then be given to the county sheriff or city marshal or constable. The warrant is the formal order of the court requiring you to move and it must be served by the sheriff, marshal or constable.

The warrant will give you a specific time within which you must voluntarily move. If you do not move before the end of the time stated in the eviction warrant, the sheriff, marshal or constable is then authorized by law to physically remove you, anyone else occupying the home, your personal belongings, and the manufactured home itself (if you own the home). The times to vacate are as follows: a) 72 hours if you rent your home; b) 30 days if you own your home and are being evicted for non-payment of rent; c) 90 days if you own your home and you are being evicted for any other reason. However, this period may be reduced to 30 days if your violation poses an imminent threat to the health, safety or welfare of the other residents.

SUBLETTING

Subletting is one method of transferring the tenant's legal interest in a manufactured home park to another person. A sublet transfers less than the tenant's entire interest. Tenants with leases who live in a park with four or more manufactured homes have the right to sublet with the park owner's advance consent, even if the lease says otherwise.

Tenants wishing to sublet must send a written request to the park owner by certified mail, return receipt requested. The request must contain the following information: a) the length of the sublease; b) the name, home and business address of the proposed subtenant; c) the reason for subletting; d) the primary tenant's address during the sublet; e) the written consent of any co-tenant or guarantor; f) a copy of the proposed sublease together with a copy of the tenant's own lease, if available.

Within ten days after the mailing of this request, the park owner may ask for additional information to help make a decision. Any request for additional information may not be unduly burdensome.

Within 30 days after the mailing of the tenant's request to sublet or the additional information requested by the park owner, whichever is later, the landlord must send a notice of consent, or if consent is denied, the reasons for denial. A park owner's failure to send this written notice on time is considered consent to sublet.

It is unreasonable for a park owner to have

a blanket rule against subletting, to require unduly detailed financial information from the proposed subtenant, or to deny a sublet because there is a waiting list to get into the park.

If the park owner denies the sublet on reasonable grounds, the tenant cannot sublet to that proposed subtenant and the park owner is not required to release the tenant from the lease. If the park owner denies the sublet on unreasonable grounds, the tenant may sublet. If a lawsuit results and a judge rules that the park owner denied the sublet in bad faith, the tenant may recover court costs and attorney's fees.

Additionally, when considering subletting your manufactured home remember you remain primarily liable for the lease obligations.

If you sublet without following these procedures, the park owner may have grounds to evict you. (Real Property Law § 233(t), § 226-b)

ASSIGNING

Assigning is another method of transferring the tenant's legal interest in a manufactured home park to another person. Assigning a lease transfers the entire remaining lease term and all obligations of the lease to the new tenant. A tenant's right to assign a lease is much more restricted than the right to sublet.

A tenant may not assign the lease without the park owner's written consent which may be withheld without cause. If the

park owner reasonably refuses consent, the tenant cannot assign and is not entitled to be released from the lease. However, if the park owner unreasonably refuses consent, the tenant is entitled to be released from the lease after 30 days notice. (Real Property Law § 233(t)(1)) An assignment which does not comply with the law may be grounds for eviction.

MANUFACTURED HOME SHARING

Even when the lease names only one tenant, that tenant may share the manufactured home or lot with immediate family, one additional occupant and the occupant's dependent children. A park owner cannot restrict occupancy of a manufactured home or lot to only the named tenant in the lease or to that tenant and immediate family.

When the lease names more than one tenant, these tenants may share their manufactured home with immediate family. If one of the named tenants moves out, that tenant may be replaced with another person and his or her dependent children. At least one of the tenants named in the lease, or that tenant's spouse, must occupy the shared home as a primary residence.

Tenants must inform the park owner of the name of any occupant within 30 days after the occupant has moved into the manufactured home or within 30 days of the park owner's request for information. If the only tenant named in the lease moves out, the remaining occupant has no right to continue in occupancy without the park owner's express consent.

Park owners may continue to limit the total number of people living in a manufactured home to comply with legal overcrowding standards. This must be done without reference to the ages of the persons occupying the home or the legal relationship between them. Tenants can sue park owners who violate this law for an injunction, actual damages and court costs. (Real Property Law § 233(s), § 235-f)

PRIVACY

You have the right of privacy within your manufactured home. If you are the owner of the home, the park owner may not enter your manufactured home without your prior consent, except in an emergency. If you rent your manufactured home, the park owner may not enter except with reasonable notice and during reasonable hours. (Real Property Law § 233(j))

ACCESS

The park owner may not restrict access or charge a fee to repairers, suppliers, or service people coming into the park; or restrict the making of any interior improvement to your manufactured home, so long as you comply with local building codes. The park owner also may not charge a fee for the installation of an electric or gas appliance in your home unless the park owner performs the installation at your request. (Real Property Law § 233(h)(2))

INSTALLATION CHARGES

A tenant cannot be required to buy skirting, tie downs, or any other equipment, supplies or services from the park owner. The park owner may, however, determine by rule or regulation the type or quality of such equipment, which the tenant can then be required to purchase from a merchant selected by the tenant. (Real Property Law § 233(h)(1))

DESIGNATION OF EMERGENCY CONTACT PERSON

The park owner must designate an agent in the park or nearby to insure the availability of emergency services in the park. The agent's name, address and telephone number must be posted in a conspicuous location in the park and also be given, in writing, to each tenant in the park as well as to local officials. (Real Property Law § 233(l))

NOTICE OF SERVICE INTERRUPTION

To permit park tenants to make appropriate arrangements, the park owner must provide reasonable notice, whenever possible, of any planned disruption of necessary services. (Real Property Law § 233(k))

PARK OWNER'S NEGLIGENCE

Lease provisions exempting park owners from liability for injuries to persons or property caused by the park owner's negligence, or that of his employees, are not valid. Lease provisions that waive the

tenant's right to a jury trial in any lawsuit against a park owner for personal injury or property damage are also not valid. (General Obligations Law § 5-321; Real Property Law § 259-c)

ATTORNEYS' FEES

Many leases provide that park owners are entitled to collect attorneys' fees from tenants. Under this provision, tenants who successfully sue the park owner or win a case brought against them by the park owner, automatically have the same right to recover reasonable attorneys' fees and expenses from the park owner whether the lease says so or not. (Real Property Law § 233(o), § 234)

RIGHT TO SELL

Manufactured home park tenants are in a unique situation. The majority own their manufactured homes and rent only the lot within the park where they are sited. Thus, manufactured home owners are both homeowners and tenants. As a general rule, owners of manufactured homes have the right to sell their manufactured homes within the park so long as the park owner is given 20-days notice of the intent to sell. Neither the owner of the manufactured home nor the person who buys the home may be required to remove the manufactured home from the park solely on the basis of its sale. In some parks, there are rules requiring the removal of older homes from the park upon sale. Such rules have not been declared illegal, except in some counties which have broadened the protections of manufactured home owners.

The manufactured home park owner can also reserve, in the lease or by rule or regulation, the right to approve the new purchaser of the manufactured home as a tenant for the time remaining on the lease. The park owner may not unreasonably withhold permission from the owner of the manufactured home to sell it and must offer the new buyer a one-year lease. Reasonable grounds to refuse might include, for example, the purchaser's financial inability to pay the rent or a reasonable determination based upon the purchaser's prior tenancies that the prospective new owner will not comply with the valid rules or regulations of the park. If the park owner rejects a purchaser as a prospective tenant, the selling tenant must be informed in writing of the reasons for rejection. A manufactured home owner may recover legal costs and attorneys' fees if it is determined that a park owner acted in bad faith in withholding permission to sell the home.

The manufactured home park owner cannot require you to pay a fee or commission in order to sell your home unless the park owner has acted, pursuant to a written contract, as your agent for the sale. (Real Property Law § 233(i))

The manufactured home park owner or operator may not prohibit the placement of a For Sale sign on any manufactured home. The park owner may limit the maximum size of the sign to no larger than 2x3 feet or to the size allowed by any law or government regulation or ordinance. (Real Property Law § 233(f))

RIGHT TO BUY

It is illegal for a manufactured home park owner to require a person to purchase a manufactured home from him, her or from any particular dealer designated by the park owner in order to rent a space in his park. This protection should especially help those manufactured home owners, who want to upgrade their homes, from paying exorbitant prices. (Real Property Law § 233(h)(4))

FEDERAL AND STATE STANDARDS

The National Manufacturer Housing construction and Safety Standards Act of 1974 sets federal standards for all equipment and installations in the design and construction of manufactured homes built after June 15, 1976. (24 CFR 3280.1 et seq.)

If the buyer obtains the financing necessary to purchase a new manufactured home through either the Veterans Administration or the Federal Housing Administration, federal law also requires that the manufacturer provide a one-year warranty.

Remember, before buying a manufactured home, whether new or used, ask to see and read carefully any manufacturer's or dealer's warranty and examine any contract thoroughly before signing.

ENFORCEMENT

The State Division of Housing and Community Renewal (DHCR) is authorized to protect the rights of

manufactured home tenants under Real Property Law § 233. In addition, the Attorney General has enforcement authority when a park owner repeatedly or constantly violates the law. To seek the assistance of DHCR, tenants may call a toll-free number:

1-800-432-4210

The regional offices of the Attorney General will continue to mediate tenants' complaints and, when appropriate, to bring legal actions against park owners. For additional assistance, a tenant may consider consulting a private attorney or legal services for the poor or the elderly, and in cases of discrimination, HUD.

WARRANTY PROTECTION

There are three types of warranties that protect a buyer against economic loss caused by defects in a manufactured home or its components. These are manufacturer's written warranties; express warranties; and the statutory implied warranty of merchantability.

New York State law requires that any new manufactured home purchased in New York be covered by a written warranty stating that the home is free from any substantial defects in materials or workmanship. The law also provides that if a buyer becomes aware of any such defects within one year from the date the home is delivered and notifies the manufacturer or dealer of the defect in writing within one year of the delivery, the manufacturer or dealer must take appropriate action within 60 days of said notice. Each manufacturer can choose to provide additional written warranties. (General Business Law § 723)

Non-structural items, such as dishwashers, washers and dryers, furniture, rugs, etc. are often separately covered by warranties from the individual manufacturers who made them.

An express warranty can apply to a new manufactured home or a used one and can be created in three ways -- by the seller's statement or promise, the description of the manufactured home, or through the use of a sample or mode. (Uniform Commercial Code § 2-313)

If the buyer were promised or shown something which played a large part in the decision to purchase a particular manufactured home and the seller's promise was never fulfilled, or the description or model differed from what the buyer ultimately received, the law may have been violated. Buyers should insist that all statements about the quality of the manufactured home or seller's promises to guarantee, fix or change any items, be put in writing. The warranty of merchantability, also called an implied warranty, covers everything necessary to make the home fit for the ordinary purpose for which it will be used and for which it was designed. (Uniform Commercial Code § 2-314)

If a buyer believes that a written, express or implied warranty has been breached, notify the dealer in writing immediately, explain the problem and ask that it be remedied.