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MOBILE HOMES: Uniform Mobile Homes Warranty Act

WARRANTIES: Mobile homes

A breach of warranty claim by a purchaser of a mobile home in regard to construction and fire protection of a mobile home may only be lodged against the manufacturer of the mobile home.

A breach of warranty claim by a purchaser of a mobile home of substantial defects in materials or workmanship may be made against the dealer, the manufacturer, or both.

Opinion No. 4919

February 3, 1976.

Honorable William Faust
State Senator
Capitol Building
Lansing, Michigan

You have requested my opinion as to the interpretation of 1974 PA 288, § 4, MCLA 125.991 *et seq*; MSA 19.419(31) *et seq*.

By enactment of the Legislature the Uniform Mobile Homes Warranty Act has mandated that purchasers of mobile homes in this State be afforded minimal warranty protection. The pertinent terms are:

"Sec. 4. A new mobile home sold by a dealer situated in this state shall be covered by a written warranty from the manufacturer or dealer and shall contain as a minimum, the following terms:

"(a) The manufacturer warrants that the mobile home complies with Michigan law, both statute and rule, as to construction and fire protection and detection, in effect at the date of manufacture.

"(b) The manufacturer warrants that the mobile home was manufactured free from substantial defects in materials or workmanship and was delivered to the dealer in such condition. A dealer shall warrant that the mobile home when sold to the buyer is free from substantial defects in materials or workmanship. The manufacturer and dealer shall not be liable for a defect in the mobile home which defect is the result of improper setup, move, materials furnished, or work done by a person other than manufacturer or dealer, after the sale, unless the work was performed by persons under contract with or an agent of the manufacturer or dealer.

"(c) The manufacturer and dealer warrant that they, or 1 of them, shall take appropriate corrective action at the site of the mobile home in instances of breach of the warranty set forth in subdivision (a) or of a substantial defect in materials or workmanship for which either of them is responsible as provided in subdivision (a) or (b), which defect becomes evident within 1 year from the date of the delivery of the mobile home to the purchaser, if the purchaser gives written notice of the defect to the manufacturer or dealer at their last known business address not later than 1 year and 10 days after date of delivery to the first retail buyer." MCLA 125.994; MSA 19.410(34)

Specifically your questions are:

“Does the purchaser of a mobile home have the option of electing with whom to file a warranty claim (the manufacturer or the dealer) without first having to establish liability for the failure to meet warranty specifications?

In other words, is the act of filing a claim, as provided by the Act, with either the dealer or the manufacturer, at the purchaser's option, sufficient action to require corrective action from the party to whom the claim is made? Or, is the purchaser required to establish which party, the manufacturer or the dealer, is responsible for the defect, and is the purchaser therefore limited to recourse only through this particular party?”

The term warranty was defined in *Paccon Inc v United States*, 399 F2d 162, 166-7, 185 Ct Cl 24, 34 (1968), as:

“In essence a warranty is an assurance by one party to an agreement of the existence of a fact upon which the other party may rely; it is intended precisely to relieve the promisee of any duty to ascertain the facts for himself. Thus, a warranty amounts to a promise to indemnify the promisee for any loss if the fact warranted proves untrue.” *Dale Constr. Co. v United States*, 168 Ct.Cl. 692, 699 (1964).”

A breach of warranty claim in regard to construction and fire protection and detection may only be lodged against the manufacturer who is the sole warrantor against such defects.

A claim of substantial defects in materials or workmanship may be made to the dealer and/or the manufacturer since they are both warrantors to the purchaser. The dealer, however, may have recourse against the manufacturer who warrants to the dealer that the mobile home was free of these defects when delivered to him.

As a practical matter, the purchaser should file a claim against the dealer and the manufacturer so as to fulfill the notice requirements of 1974 PA 288, § 4 (c), *supra*.

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Attorney General.
