The law provides that:

1) If a mobile home is sold without a written warranty, the sale carries an implied warranty which is valid for 12 months.

2) If a written warranty is provided for the mobile home, the law states that the written warranty will affect the length of time that the implied warranty is in effect—for example, if the written warranty provides for six months coverage, the responsibility for the mobile home ends after six months.

3) A manufacturer may disclaim the implied warranty by informing the buyer before the sale that:
   - the product is being sold “as is”
   - the entire risk as to the quality and performance of the mobile home is with the buyer
   - the buyer must assume the risk of all if the product is defective

   This must be done in a conspicuous manner and done before the sale is completed.

4) A manufacturer who provides a written warranty must either maintain sufficient repair and service facilities within the state to fulfill the warranty or pay the dealers to fulfill terms of the product.

5) A written warranty must be written in readily understood language.

6) If service and repair facilities are maintained in the state, they provide the buyer with information about where they can get service and repair.

7) Service or repairs must be begun within a reasonable period of time.

8) A manufacturer, distributor, or retailer who makes an express warranty and maintains a service repair facility in Oregon, must provide the buyer with the name and address of all such service and repair facilities at the time of sale.
Mobile homes are used by many families to provide low-cost housing. Over 20,000 mobile homes were manufactured in Oregon in 1973—many of these will be purchased by Oregonians. Mobile home owners have indicated some dissatisfaction with the mobile home itself, with the setting up of mobile homes, the mobile home parks where they are located, and the moving of the home from one location to another. Laws have been passed in Oregon, and State Agencies have been identified to administer these laws that provide protection for the owner of a mobile home.

Dealers, manufacturers, and industry associations that are connected with the mobile home industry are also concerned with helping consumers who have a legitimate complaint about their mobile homes.

Consumers with complaints about mobile homes may contact the following agencies or associations:

**Consumer Warranty Act—Mobile Home Owners**

The Oregon Legislature in 1973 enacted a law concerned with WARRANTIES ON NEW CONSUMER GOODS which applies to mobile homes. The bill goes into effect January 1, 1974, and applies only to mobile homes and goods manufactured after that date. This law is concerned with expressed (written) warranties and implied warranties that are created not by any statement of writing, but exist because the retailer is in the business of selling a certain type of goods and the manufacturer is in the business of manufacturing a certain type of goods.

The Oregon law provides that the manufacturer's implied warranties run directly to the consumer—it opens a direct avenue for litigation between the buyer of a mobile home and the manufacturer in the event the durability of a mobile home is questioned.

Prepared by Alberta B. Johnston, Home Management Specialist in Family Finance, Oregon State University.
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