

# **WEST VIRGINIA LEGISLATURE**

## **2026 REGULAR SESSION**

**Introduced**

**House Bill 5255**

**FISCAL  
NOTE**

By Delegate Pushkin

[Introduced February 05, 2026; referred to the

Committee on the Judiciary]

1 A BILL to amend the Code of West Virginia, 1931, as amended, by adding thereto a new article  
2 designated §46A-6O-1, §46A-6O-2, §46A-6O-3, §46A-6O-4, §46A-6O-5, §46A-6O-6,  
3 §46A-6O-7, §46A-6O-8, §46A-6O-9, and §46A-6O-10, relating to placing upon the  
4 manufacturers of manufactured homes the duty to meet their obligations and  
5 responsibilities under the terms of the express warranties extended to the consumers in  
6 this state; and providing consumers additional remedies to enforce the warranties.

*Be it enacted by the Legislature of West Virginia:*

**ARTICLE 60. CONSUMER PROTECTION--NEW MANUFACTURED HOME  
WARRANTIES.**

**§46A-6O-1. Legislative declarations.**

1 (1) The Legislature hereby finds and declares as a matter of public policy that the purpose  
2 of this article is to place upon the manufacturers of manufactured homes the duty to meet their  
3 obligations and responsibilities under the terms of the express warranties extended to the  
4 consumers in this state. The Legislature further finds as a matter of public policy that the  
5 manufacturer shall bear the total cost of performing any duty or responsibility imposed by their  
6 warranties and the provisions of this article.

7 (2) The Legislature further finds that any agreement amended or entered into between a  
8 dealer and manufacturer which would transfer to the dealer any duty, or all or any part of the cost of  
9 performing any duty imposed on the manufacturer by the provisions of this article, or which would  
10 directly or indirectly charge the dealer for or reduce the payment or reimbursement due the dealer  
11 for performing work or furnishing parts required by this article to be provided by either the dealer or  
12 manufacturer, so as to shift to the dealer all or any part of the cost of the manufacturer's  
13 compliance with this article, to be against public policy, void and unenforceable.

**§46A-6O-2. Definitions.**

1 As used in this article:

2        "Consumer" means the purchaser, other than for purposes of resale, of a new  
3        manufactured home used primarily for personal, family or household purposes, a person to whom  
4        the new manufactured home is transferred for the same purposes during the duration of an  
5        express warranty applicable to the manufactured home and any other person entitled by the terms  
6        of the warranty to enforce the obligations of the warranty.

7        "Dealer" means any person engaged in this state in the sale, leasing or distributing of new  
8        or used manufactured homes, primarily to persons who in good faith purchase or lease a  
9        manufactured home for purposes other than resale.

10        "Defect" includes any defect in the performance, construction, components or material of a  
11        manufactured home that renders the home or any part of the home not fit for the ordinary use for  
12        which it was intended.

13        "Distributor" means any person engaged in this state in the sale and distribution of  
14        manufactured homes for resale.

15        "Manufacturer" means any person engaged in manufacturing or assembling manufactured  
16        homes, including any person engaged in importing manufactured homes for resale.

17        "Manufactured home" means a structure, transportable in one or more sections, which in  
18        the traveling mode is eight body feet or more in width or 40 or more feet in length or, when erected  
19        on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be  
20        used as a dwelling with or without a permanent foundation when connected to the required utilities,  
21        and includes the plumbing, heating, air-conditioning, and electrical systems contained therein;  
22        except that such term shall include any structure which meets all the requirements of this definition  
23        except the size requirements and with respect to which the manufacturer voluntarily files a  
24        certificate which complies with the applicable federal standards. Calculations used to determine  
25        the number of square feet in a structure will be based on the structure's exterior dimensions  
26        measured at the largest horizontal projections when erected on site.

27        "Manufacturer's express warranty" and "warranty" mean the written warranty of the

28 manufacturer of a new manufactured home of its condition and fitness for use, including any terms  
29 or conditions precedent to the enforcement of obligations under that warranty.

**§46A-6O-3. Manufacturer's duty to repair or replace new manufactured homes.**

1       (a) If a new manufactured home does not conform to all applicable express warranties and  
2       the consumer reports the nonconformity to the manufacturer, its agent or its authorized dealer  
3       during the term of the express warranties or within a period of one year following the date of  
4       original delivery of the new manufactured home to a consumer, whichever is the longer period, the  
5       manufacturer, its agent or its authorized dealer shall make the repairs necessary to conform the  
6       manufactured home to the express warranties, notwithstanding the fact that the repairs are made  
7       after the expiration of the warranty term.

8       (b) If the manufacturer, its agents or its authorized dealer are unable to conform the new  
9       manufactured home to any applicable express warranty by repairing or correcting any defect or  
10       condition which substantially impairs the use or market value of the manufactured home to the  
11       consumer after a reasonable number of attempts, the manufacturer shall replace the new  
12       manufactured home with a comparable new manufactured home which does conform to the  
13       warranties.

14       (c) An authorized dealer may not be held liable by the manufacturer for any refunds or  
15       manufactured home replacements in the absence of evidence indicating that the dealership  
16       repairs have been carried out in a manner substantially inconsistent with the manufacturer's  
17       instruction. This section does not create any cause of action by a consumer against an authorized  
18       dealer.

**§46A-6O-4. Dealer's duty to disclose repairs to consumer.**

1       All authorized dealers of new manufactured homes shall provide to a consumer a written  
2       disclosure of any repairs to a new manufactured home that have a retail value of five percent of the  
3       manufacturer's suggested retail price and were performed after shipment from the manufacturer to  
4       the dealer, including damage to the new manufactured home while in transit.

This disclosure requirement does not apply to identical replacement of stolen or damaged accessories or their components.

**§46A-60-5. Civil action by consumer.**

(a) If the nonconformity results in substantial impairment to the use or market value of the new manufactured home and the manufacturer has not replaced the new manufactured home pursuant to the provisions of §46A-6O-3 of this code, or if the nonconformity exists after a reasonable number of attempts to conform the new manufactured home to the applicable express warranties, the consumer has a cause of action against the manufacturer, in the circuit court of any county having venue.

(b) In any action under this section, the consumer may be awarded all or any portion of the following:

9                   (1) Revocation of acceptance and refund of the purchase price, including, but not limited  
10                   to, sales tax, fees, and other reasonable expenses incurred for the purchase of the new  
11                   manufactured home, or if there is no revocation of acceptance, damages for diminished value of  
12                   the manufactured home;

13                   (2) Damages for the cost of repairs reasonably required to conform the manufactured  
14                   home to the express warranty:

15        (3) Damages for the loss of use, annoyance or inconvenience resulting from the  
16        nonconformity, including, but not limited to, reasonable expenses incurred for replacement  
17        housing during any period when the manufactured home is not habitable by reason of the  
18        nonconformity or by reason of repair: and

19 (4) Reasonable attorney fees.

20       (c) It is an affirmative defense to any claim under this section: (i) That an alleged  
21       nonconformity does not substantially impair the use or market value; or (ii) that a nonconformity is  
22       the result of abuse, neglect, or unauthorized modifications or alterations of a manufactured home  
23       by anyone other than the manufacturer, its agent or its authorized dealer.

24       (d) An action brought under this section by the consumer must be commenced within one  
25       year of the expiration of the express warranty term.

26       (e) The cause of action provided in this section is available only against the manufacturer.

27       (f) The remedy provided to the consumer in this section is in addition to remedies available  
28       under §21-9-1 *et seq.* of this code . Therefore, the period of exclusive remedy provided in §21-9-  
29       11a of this code does not apply to actions filed under this section.

**§46A-6O-6. Presumption of reasonable number of attempts; extension of warranty term**

<u>when</u>	<u>repair</u>	<u>services</u>	<u>unavailable.</u>
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1       (a) It is presumed that a reasonable number of attempts have been undertaken to conform  
2       a new manufactured home to the applicable express warranties, if the same nonconformity has  
3       been subject to repair three or more times by the manufacturer, its agents or its authorized dealers  
4       within the express warranty term or during the period of one year following the date of original  
5       delivery of the manufactured home to the consumer, whichever is the earlier date, and the  
6       nonconformity continues to exist, or the manufactured home is not habitable by reason of repair for  
7       a cumulative total of 30 or more calendar days during the term or during the one-year period,  
8       whichever is the earlier date.

9       (b) If the nonconformity results in a condition which is likely to cause death or serious bodily  
10      injury if the manufactured home is lived in, it is presumed that a reasonable number of attempts  
11      have been undertaken to conform the manufactured home to the applicable express warranties if  
12      the nonconformity has been subject to repair at least once by the manufacturer within the express  
13      warranty term or during the period of one year following the date of original delivery of the  
14      manufactured home to a consumer, whichever is the earlier date, and the nonconformity continues

to exist.

(c) The presumption that a reasonable number of attempts have been undertaken to conform a new manufactured home to the applicable express warranties applies against a manufacturer only if the manufacturer has received prior written notification from or on behalf of the consumer and has had at least one opportunity to cure the defect alleged.

(d) The term of an express warranty, the one-year period and the 30-day period shall be extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike or fire, flood or other natural disaster.

**§46A-60-7. Written statement to be provided to consumer.**

1        At the time of purchase the manufacturer, either directly or through its agent or its  
2        authorized dealer, must provide the consumer a written statement on a separate piece of paper, in  
3        12 point all capital type, in substantially the following form: "IMPORTANT: IF THIS  
4        MANUFACTURED HOME IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW TO  
5        REPLACEMENT OR TO COMPENSATION. HOWEVER, TO BE ENTITLED TO REPLACEMENT  
6        OR TO COMPENSATION, YOU MUST FIRST NOTIFY THE MANUFACTURER OF THE  
7        PROBLEM IN WRITING AND PROVIDE THE MANUFACTURER AN OPPORTUNITY TO  
8        REPAIR THE MANUFACTURED HOME."

**§46A-60-8. Resale of returned manufactured home.**

If a new manufactured home has been returned under §46A-6O-3 of this code or a similar statute of another state, it may not be resold in this state unless the manufacturer corrects the nonconformity and provides the consumer with a written statement on a separate piece of paper in 10 point all capital type, in substantially the following form: "IMPORTANT: THIS MANUFACTURED HOME WAS RETURNED TO THE MANUFACTURER BECAUSE IT DID NOT CONFORM TO THE MANUFACTURER'S EXPRESS WARRANTY AND THE NONCONFORMITY WAS NOT CURED WITHIN A REASONABLE TIME AS PROVIDED BY WEST VIRGINIA LAW.": *Provided*, That a manufacturer may not require by agreement or

9 otherwise, either directly or indirectly, that any of its authorized dealers in this state accept such a  
10 manufactured home for resale.

**§46A-60-9. Third party dispute resolution process; Attorney General to promulgate rules.**

1       (a) The Attorney General of the State of West Virginia shall promulgate rules for the  
2       establishment and qualification of a third party dispute mechanism or mechanisms for the  
3       resolution of warranty disputes between the consumer and the manufacturer, its agent or its  
4       authorized dealer. The mechanisms shall be under the supervision of the Division of Consumer  
5       Protection in the office of the Attorney General, and shall meet or exceed the minimum  
6       requirements of the informal dispute settlement mechanism as provided by the Magnuson-Moss  
7       Warranty Federal Trade Commission Improvement Act (Public Law 93-637) and rules and  
8       regulations lawfully promulgated thereunder effective January 1, 1984.

9 (b) If a qualified third party dispute resolution process exists and the consumer receives  
10 timely notification in writing of the availability of the third party process with a description of its  
11 operation and effect, the cause of action under §46A-6O-5 of this code may not be asserted by the  
12 consumer until after the consumer has initially resorted to the third party process. Notification of  
13 the availability of the third party process must be timely to the consumer. If a qualified third party  
14 dispute resolution process does not exist, or if the consumer is dissatisfied with the third party  
15 decision, or if the manufacturer, its agent or its authorized dealer fails to promptly fulfill the terms of  
16 the third party decision, the consumer may assert a cause of action under §46A-6O-5 of this code.

17 (c) Any period of limitation of actions under any federal or West Virginia laws with respect  
18 to any consumer is tolled for the period between the date a complaint is filed with a third party  
19 dispute resolution process and the date of its decision or the date before which the manufacturer,  
20 its agent or its authorized dealer is required by the decision to fulfill its terms, whichever occurs  
21 later.

## §46A-6O-10.

## Other

## remedies

available.

1 This article does not limit any right or remedy which is otherwise available to a consumer or

2 authorized dealer of a manufacturer under any other law.

NOTE: The purpose of this bill is to place upon the manufacturers of manufactured homes the duty to meet their obligations and responsibilities under the terms of the express warranties extended to the consumers in this state. The bill provides consumers additional remedies to enforce the warranties.

Strike-throughs indicate language that would be stricken from a heading or the present law and underscoring indicates new language that would be added.