

## 10 THINGS TO DO

...about newly discovered defects

*The following are suggestions if you have just moved into your new home and discovered defects, but you have fully paid for the home and have no financial leverage.*

Buyers often get discouraged by the state administrative agency's delays and lack of support – and give up. However, state agencies are mandated by law to protect buyers! So the approach we advise is to thoroughly document and continue to call attention to your situation.

**The Golden Rule is “Stop Phoning” and put everything in Writing!** And make sure you mail all correspondence by a registered or certified letter, so that the company cannot say they did not receive it. Mail your requests “Return Receipt Requested” and keep the receipt with your records.

We caution you that the following cannot be taken as legal advice. These are common-sense suggestions that you should corroborate with your own advisor(s).

Take a deep breath. You will need to be patient because these resolutions can take a long time. You may want to place a newspaper ad to locate others in your community with the same issues.

1. If you have had problems in reaching important people or have been stood up for appointments, *stop using the phone, and ask for everything in writing!* If someone proposes to come to your home, ask WHO will be coming, WHEN they will be coming, and WHAT they intend to do. Tell them you must receive a *confirmation in writing* of the appointment (including WHO, WHEN & WHAT will be repaired) *before* the event. And, as a courtesy, give them a Fax number or Email address if you have one (save a copy of these too).
2. List your needed repairs in writing. For those just beginning to ask for repairs, you should be making your first requests to the Dealer, with a copy to the Manufacturer. (Do not become involved in the game of trying to distinguish which repairs belong to the dealer versus the manufacturer – mail *all* requests to *both*.) If you live in a mobilehome park, you might want to make a copy for your park owner/management.
3. If you have been discouraged from obtaining repairs by your dealer and manufacturer, fill out an official complaint form with your state agency (include your list of needed repairs).
4. Keep a copy for yourself of everything you mail out! Buy a copier if you don't have one (they are less than \$100 at many stores). From this point on, date all correspondence, both incoming and outgoing, in the right-hand corner (a pencil mark will do).
5. In the meantime, take a look around your place (discuss it with knowledgeable friends and/or hire your own inspections) and decide what to do NOW to protect your health and home if the dealer, manufacturer, or agency does not act soon.

Structural (foundation) and plumbing problems tend to cause further damage if they are not repaired (sinking home, cracks, windows and doors not closing, leaks that rot wood, etc.). If your health is at stake (for instance, mold) do not wait for permission to take care of yourself!

6. Keep dated receipts for anything you fix yourself.
7. Write down the name of any repair persons who actually come to your home. Buy a calendar to use for a log, and jot down all events (in addition to actual repairs, you should keep a record of all communications – who you spoke with and what was discussed).
8. Buy a videocamera (less than \$300). Film as much of the repair as you can. Still photos do not convey as much as video, but do take snapshots if you cannot afford a videocamera.
9. Use the “buddy system.” Schedule a friend to be at your home on days repair people are scheduled. This is for moral support, but if you have a friend or family member experienced in construction—even better!
10. Read your contract carefully for any clause that would entitle you to payment of attorneys’ fees should you win a lawsuit; this should make it easier to locate an attorney willing to work on contingency. Conversely, look for any clause that says you consented to binding arbitration, in which case you might be prohibited from going to court but you can still proceed with the arbitration process.

Keep in mind that in many states, construction defect law gives the benefit of the doubt to dealer/contractors, and that they may be given numerous chances (without penalty) to fix the same problem. *Your strength is in documenting every communication and every repair.*

The above presumes you signed a “turn-key” deal (advertised “ready to move in,” where the dealer is responsible for installation). If you hired your own contractor to install the home, you may be negotiating for repairs with the contractors licensing board of your state. (Remember to tell your attorney if you thought you were getting a “turn-key” deal, but were misled or pressured by a dealer into signing a separate document with a contractor for installation.)

Various states have different limits for small claims court (in California, recovery is limited from \$4,000 to \$7,500). If your expenses are within your state’s limits for small claims court, you might want to consider recouping your damages in a small claims court filing and doing your own repairs.

We suggest that you have a professional assess your full damages, either a licensed contractor or trade-recognized home inspector (ASHI.org is the website for the American Society of Home Inspectors, and they have a search engine where you may be able to find a local inspector).