

COMMITTEE ON LEGISLATIVE RESEARCH  
OVERSIGHT DIVISION

**FISCAL NOTE**

L.R. NO.: 4119-02  
BILL NO.: SB 899  
SUBJECT: Consumer Protection; Housing  
TYPE: Original  
DATE: March 10, 2000

**FISCAL SUMMARY**

<b>ESTIMATED NET EFFECT ON STATE FUNDS</b>			
FUND AFFECTED	FY 2001	FY 2002	FY 2003
<b>Total Estimated Net Effect on <u>All</u> State Funds</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>ESTIMATED NET EFFECT ON FEDERAL FUNDS</b>			
FUND AFFECTED	FY 2001	FY 2002	FY 2003
<b>Total Estimated Net Effect on <u>All</u> Federal Funds</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>ESTIMATED NET EFFECT ON LOCAL FUNDS</b>			
FUND AFFECTED	FY 2001	FY 2002	FY 2003
<b>Local Government</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Numbers within parentheses: ( ) indicate costs or losses.  
This fiscal note contains 3 pages.

**FISCAL ANALYSIS**

**ASSUMPTION**

Officials from the **Department of Economic Development - Division of Credit Unions and Division of Finance, Office of the State Courts Administrator, State Public Defender, and Department of Insurance** assume the proposed legislation would have no fiscal impact on their agencies.

<u>FISCAL IMPACT - State Government</u>	FY 2001 (10 Mo.)	FY 2002	FY 2003
	\$0	\$0	\$0
<u>FISCAL IMPACT - Local Government</u>	FY 2001 (10 Mo.)	FY 2002	FY 2003
	\$0	\$0	\$0

**FISCAL IMPACT - Small Business**

The proposed legislation could have a potential fiscal impact on small businesses involved in the home improvement industry.

**DESCRIPTION**

The proposed legislation provides for various consumer protections regarding homes. The proposal outlaws certain unfair or deceptive practices relating to home improvement loans. Prohibited are home solicitations where a home improvement loan is made encumbering the person's home to pay the loan and where the practice violates the federal Truth in Lending Act by: (1) extending credit under a mortgage for home improvements secured by the dwelling without regard for repayment ability; (2) paying a contractor from the proceeds of a mortgage in a way other than the prescribed way; or (3) selling or assigning certain mortgages without furnishing notice that the mortgage is subject to special rules under the federal Truth in Lending Act. The proposal exempts third parties from liability, except where there was an agency relationship between the solicitor and the third party or where the third party had actual knowledge of or participated in the unfair or deceptive transaction. Third party holders in due course under a home solicitation transaction will not be liable. Any person violating the provisions of the proposal is guilty of a Class A misdemeanor and will be required to make restitution. The proposal also mandates warranties to protect the home purchaser from losses

L.R. NO. 4119-02  
BILL NO. SB 899  
PAGE 3 OF 3  
March 10, 2000

DESCRIPTION (continued)

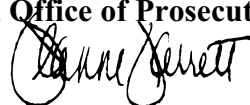
caused by faulty installation, major construction defects, and noncompliance with building standards. The act mandates similar warranties to protect homeowner from losses caused by defects caused by home improvement contractors. The first warranty covers new homes. There are three distinct warranties for new homes. The first covers the home against faulty workmanship and defective materials for a three year period. The second warranty covers new homes against faulty installation of plumbing, electrical, heating and cooling systems for a five-year period. The third warranty covers the home against major construction defects (foundation) for a ten-year period. These warranties are extended to subsequent purchasers of the home. The second warranty protects consumers against home improvement defects. Under this warranty, the home improvement contract warrants that the home improvements made will be free from defects caused by faulty workmanship and defective materials for a two-year period. The home improvement warranty also guarantees that the home improvement will be free from major construction defects for a ten-year period. Improvements involving plumbing, electrical, heating and cooling systems are guaranteed to be free from defects for a period of two-years. If the seller of the house or the home improvement contractor violates these implied warranties then the homeowner may bring a cause of action against the person for actual damages. The court shall also award the homeowner court costs and reasonable attorney fees. If the breach of the warranties were willful or deceitful, then the court may assess punitive damages.

This legislation is not federally mandated, would not duplicate any other program and would not require additional capital improvements or rental space.

SOURCES OF INFORMATION

Department of Economic Development - Division of Credit Unions and Division of Finance  
Office of the State Courts Administrator  
State Public Defender  
Department of Insurance

**NOT RESPONDING: Office of the Attorney General and Office of Prosecution Services**



Jeanne Jarrett, CPA  
Director  
March 10, 2000