

COMMITTEE ON LEGISLATIVE RESEARCH
OVERSIGHT DIVISION

FISCAL NOTE

L.R. No.: 78-01
Bill No.: SB 6
Subject: Consumer Protection; Housing
Type: Original
Date: December 20, 2000

FISCAL SUMMARY

ESTIMATED NET EFFECT ON STATE FUNDS			
FUND AFFECTED	FY 2002	FY 2003	FY 2004
Total Estimated Net Effect on <u>All</u> State Funds	\$0	\$0	\$0

ESTIMATED NET EFFECT ON FEDERAL FUNDS			
FUND AFFECTED	FY 2002	FY 2003	FY 2004
Total Estimated Net Effect on <u>All</u> Federal Funds	\$0	\$0	\$0

ESTIMATED NET EFFECT ON LOCAL FUNDS			
FUND AFFECTED	FY 2002	FY 2003	FY 2004
Local Government	\$0	\$0	\$0

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, and State Public Defender** assume the proposed legislation would have no fiscal impact on their agencies.

Officials from the **Office of Prosecution Services** assume the proposed legislation could have a potential fiscal impact on local prosecutors since it creates new crimes. **Oversight** assumes any additional caseload for local prosecutors generated by this proposal could be absorbed by the local government.

Officials from the **Office of the Attorney General** assume the cost of this proposal could be absorbed as it appears to contemplate only a private right of section.

<u>FISCAL IMPACT - State Government</u>	FY 2002 (10 Mo.)	FY 2003	FY 2004
	\$0	\$0	\$0
<u>FISCAL IMPACT - Local Government</u>	FY 2002 (10 Mo.)	FY 2003	FY 2004
	\$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

DESCRIPTION (continued)

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 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
Office of the Attorney General
Office of Prosecution Services



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Director
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