

§ 3282.411

(c) A clear description of the imminent safety hazard, serious defect, defect, or noncompliance which shall include:

(1) The location of the imminent safety hazard, serious defect, defect, or noncompliance in the manufactured home;

(2) A description of any hazards, malfunctions, deterioration or other consequences which may result from the imminent safety hazard, serious defect, defect, or noncompliance;

(3) A statement of the conditions which may cause such consequences to arise; and

(4) Precautions, if any, that the owner should take to reduce the chance that the consequences will arise before the manufactured home is repaired.

(d) An evaluation of the risk to manufactured home occupants' safety and the durability of the manufactured home reasonably related to such imminent safety hazard, serious defect, defect, or noncompliance, including:

(1) The type of injury which may occur to occupants of the manufactured home; and

(2) Whether there will be any warning that a dangerous occurrence may take place and what that warning would be, and any signs which the owner might see, hear, smell, or feel which might indicate danger or deterioration of the manufactured home as a result of the imminent safety hazard, serious defect, defect, or noncompliance.

(e) If the manufacturer will correct the manufactured home under this subpart or otherwise, a statement that the manufacturer will correct the manufactured home.

(f) A statement in accordance with whichever of the following is appropriate:

(1) Where the manufacturer will correct the manufactured home at no cost to the owner, the statement shall indicate how and when the correction will be done, how long the correction will take, and any other information that may be helpful to the owner.

(2) When the manufacturer does not bear the cost of repair, the notification shall include a detailed description of all parts and materials needed to make the correction, a description of all steps to be followed in making the cor-

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rection including appropriate illustrations, and an estimate of the cost of the purchaser or owner of the correction.

(g) A statement informing the owner that the owner may submit a complaint to the Secretary if the owner believes that:

(1) The notification or the remedy described therein is inadequate; or

(2) The manufacturer has failed or is unable to remedy the problem in accordance with his notification; or

(3) The manufacturer has failed or is unable to remedy within a reasonable time after the owner's first attempt to obtain remedy.

(h) A statement that any actions taken by the manufacturer under the Act in no way limit the rights of the owner or any other person under any contract or other applicable law and that the owner may have further rights under contract or other applicable law.

§ 3282.411 Time for implementation.

(a) The manufacturer shall complete implementation of the plan for correction approved under § 3282.404(d) on or before the deadline established in the plan as required by § 3282.409(e). The deadline shall allow a reasonable amount of time to complete the plan, taking into account the seriousness of the problem, the number of manufactured homes involved, the immediacy of any risk, and the difficulty of completing the action. The seriousness and immediacy of any risk shall be given greater weight than other considerations. If a manufacturer is required to correct an imminent safety hazard or serious defect under § 3282.406, the deadline shall be no later than 60 days after approval of the plan.

(b) The manufacturer shall complete the implementation of any notifications and corrections being carried out under an order of an SAA or the Secretary under § 3282.407(c) on or before the deadline established in the order. In establishing each deadline, an SAA or the Secretary shall allow a reasonable time to complete all notifications and corrections, taking into account the seriousness of the imminent safety hazard, serious defect, defect or noncompliance, the number of manufactured homes involved, the location of

the homes, and the extent of correction required, except that in no case shall the time allowed exceed the following limits:

(1) In the case of a Final Determination of imminent safety hazard, 30 days after the issuance of the Final Determination.

(2) In the case of a Final Determination of serious defect, defect or non-compliance, 60 days after the issuance of the Final Determination.

(c) An SAA that approved a plan or is handling a proceeding or the Secretary may grant an extension of the deadlines included in a plan or order if the manufacturer requests such an extension in writing and shows good cause for the extension, and the SAA or the Secretary is satisfied that the extension is justified in the public interest. When the Secretary grants an extension, the Secretary shall notify the manufacturer and shall publish notice of such extension in the FEDERAL REGISTER. When an SAA grants an extension, the SAA shall notify the manufacturer, and forward to the Secretary a draft notice of the extension to be published in the FEDERAL REGISTER.

§ 3282.412 Completion of remedial actions and report.

(a) Where a manufacturer is required to provide notification under this subpart, the manufacturer shall maintain in its files for five years from the date the notification campaign is completed a copy of the notice sent and a complete list of the people and their addresses. The files referred to in this section shall be organized such that each notification and correction campaign can be readily identified and reviewed by an SAA or the Secretary.

(b) Where a manufacturer is required to provide correction under § 3282.406 or where the manufacturer otherwise corrects under § 3282.404(f) or § 3282.407(d), the manufacturer shall maintain in its files, for five years from the date the correction campaign is completed, one of the following, as appropriate, for each manufactured home involved.

(1) Where the correction is made, a certification by the manufacturer that the repair was made to satisfy completely the standards in effect at the time the manufactured home was man-

ufactured and that any imminent safety hazard has been eliminated, or

(2) Where the owner refuses to allow the manufacturer to repair the home, a certification by the manufacturer that the owner has been informed of the problem which may exist in the manufactured home, that the owner has been informed of any risk to safety or durability of the manufactured home which may result from the problem, and that an attempt has been made to repair the problems only to have the owner refuse the repair.

(c) If any actions taken under this subpart are not adequate under the approved plan or an order of the Secretary or an SAA, the manufacturer may be required to provide additional notifications or corrections to satisfy the plan or order.

(d) If, in the course of making corrections under any of the provisions of this subpart, the manufacturer creates an imminent safety hazard or serious defect, the manufacturer shall correct the imminent safety hazard or serious defect under § 3282.406.

(e) The manufacturer shall, within 30 days after the deadline for completing any notifications and, where required, corrections, under an approved plan or under an order of an SAA or the Secretary, or any corrections required to obtain a waiver under § 3282.404(f) or § 3282.407(d), provide a complete report of the action taken to the SAA or the Secretary that approved the plan under § 3282.404(d), granted the waiver, or issued the order under § 3282.407(c), and to any other SAA or the Secretary that forwarded a relevant complaint or information to the manufacturer under § 3282.403.

§ 3282.413 Replacement or repurchase of manufactured home from purchaser.

(a) Whenever an imminent safety hazard or serious defect which must be corrected by the manufacturer at his expense under § 3282.407 cannot be repaired within 60 days in accordance with section 615(i) of the Act, the Secretary may require:

(1) That the manufactured home be replaced by the manufacturer with a manufactured home substantially equal in size, equipment, and quality,