

The Six Fixes

A Federal RV Lemon Law That Would Actually Work

The problem, in one paragraph. An RV is a vehicle when the housing regulator asks and a house when the vehicle regulator asks, so neither one covers the part that fails. HUD holds statutory authority over large fifth wheels and stated in its 2018 final rule that it declines to use it. The RVIA seal on the door certifies conformance with a fire-and-explosion minimum standard, is self-certified by the manufacturer, and is not verified on your individual unit. Most state lemon laws exclude towables or exempt the living quarters, which is where water intrusion, sub-floor rot, and structural failure actually happen. That leaves one federal backstop: the Magnuson-Moss Warranty Act, which enforces a manufacturer's own short written promise and sets no construction standard at all.

What follows are six statutory fixes. Each one closes a documented gap, not a hypothetical one.

- 1 Cover the house half.** Extend federal coverage to the living quarters, not just the chassis and drivetrain. Roofing, sub-floor, sealants, plumbing, and slide-outs are where RVs die and are precisely what current law skips.
Gap: state lemon laws are written for engines. RVIA's own policy page notes auto lemon laws were never drafted to address appliances, roofing, furniture, or plumbing.
- 2 Cover towables.** Apply coverage to travel trailers and fifth wheels, not motorhomes alone. Towables are the overwhelming majority of units sold and receive the least protection.
Gap: RVIA supports motorhome-specific lemon laws only, while separately telling Congress that towables are 85% of the market and deserve tax parity.
- 3 Set bright-line triggers.** Define a maximum number of repair attempts for the same defect and a maximum cumulative days-out-of-service threshold. Once crossed, the burden of proof shifts to the manufacturer.
Gap: Magnuson-Moss requires only a 'reasonable number of attempts,' undefined, with the burden on the consumer.
- 4 Grant real buyback authority.** Make refund or replacement an actual statutory remedy, not damages a consumer must argue a court into awarding.
Gap: Magnuson-Moss awards damages measured under state UCC law. A consumer can prevail and still own the defective unit.
- 5 Name one accountable warrantor.** The manufacturer whose brand appears on the unit owns the defect. Recovery against component and chassis suppliers is that manufacturer's problem, not the buyer's.
Gap: multi-warrantor structures let coach, chassis, and component makers each point at the others. The industry cites this complexity as a reason coverage is difficult.
- 6 End forced pre-suit arbitration for residences.** If a person uses the unit as a primary residence, no informal dispute settlement mechanism may be a mandatory precondition to filing suit.
Gap: 15 U.S.C. 2310(a)(3) lets a warrantor require exhaustion of its own dispute process first, and most major manufacturers have established one.

The Underlying Fix

Either HUD exercises the authority it already acknowledges holding over units that meet the statutory manufactured-home definition, or Congress writes a construction standard for any RV marketed as four-season or full-time capable. A manufacturer should not be able to advertise a unit as suitable for full-time living and then characterize it as a discretionary recreational purchase the moment a warranty claim arrives.

Verify Any of This Yourself

- **HUD Final Rule, 83 FR 57677** (published Nov. 16, 2018, effective Jan. 15, 2019), Docket FR-5877-F-02. Source for the statutory size thresholds, HUD's declination to regulate, the fifth-wheel exemption, the four-to-six annual RV complaints figure, and the scope descriptions of NFPA 1192 and ANSI A119.5. Searchable at [federalregister.gov](https://www.federalregister.gov).
- **Magnuson-Moss Warranty Act**, 15 U.S.C. 2301-2312. See 2310(a)(3) on informal dispute settlement, 2310(d)(2) on attorney's fee shifting, and 2310(d)(3) on the \$50,000 federal amount-in-controversy threshold.
- **RV Industry Association** public policy pages: rvia.org/advocacy/policies/lemon-law and the association's published federal advocacy priorities.
- **NFPA 1192**, Standard on Recreational Vehicles. Free read-only access at nfpa.org/freeaccess.

If you are sending this to a legislator: the single most useful sentence you can add is your own. Tell them what you paid, how many days your unit sat in a service bay, and whether you live in it. This is a consumer protection gap that persists largely because the people falling through it are dispersed, mobile, and rarely organized in any one district.

Prepared by **Casey Michael Cannady**, full-time RVer since 2022 and IBM Certified BigFix practitioner with roughly 30 years in enterprise IT and cybersecurity. Accompanies the article "The Sticker Was Bought Before the Camper Was Built" at caseycannady.com/blog. Free to copy, print, and redistribute. I am not an attorney and this document is not legal advice. Every factual claim above is sourced to a public government or trade-association document you can read yourself.