

TEXAS DEPARTMENT OF LICENSING AND REGULATION



OCT 27

Executive Offices
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October 22, 1993

MBJ
FILE # ML-22937-93

The Honorable Dan Morales
Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711

I.D.# 22937

RQ-627

Re: Attorney General's Opinion

Dear Mr. Morales:

We would like to request an Attorney General's Opinion concerning Article 5221f, the Texas Manufactured Housing Standards Act.

Does the execution of an arbitration agreement by a consumer and retailer selecting binding arbitration in lieu of the courts as the forum for the resolution of all claims relating to the purchase and occupancy of a manufactured home constitute a "waiver" in contravention of the provisions of TEX. REV. CIV. STATS. ANN. art. 5221f, §18(a) or of TEX. BUS. & COM. CODE ANN., §17.42(a)?

Also, must the arbitration agreement meet the requirements of TEX. REV. CIV. STATS. ANN. art.224 or can a written arbitration agreement be valid pursuant to common law?

Please do not hesitate to contact this office should you have additional question concerning this request.

Sincerely,

Jack W. Garrison
Executive Director

JWG:kc

cc: William L. Ehrle, Sr., President and General Counsel, Texas Manufactured Housing Association, P.O. Box 15343, Austin, Texas 78761-5343