

ADDITION TO ANY REMEDIES THE OWNER OR BUYER MAY HAVE UNDER THE CONSUMER PROTECTION ACT OR ANY OTHER LAW.

~~AN OWNER MAY FILE A WRITTEN COMPLAINT UNDER OATH WITH THE DIRECTOR ALLEGING THAT:~~

~~(1) THE REGISTRANT HAS FAILED TO COMPLETE WORK THAT COMPLIES WITH:~~

~~(I) THE PURCHASE CONTRACT;~~

~~(II) A WRITTEN ADDENDUM OR CHANGE ORDER TO THE PURCHASE CONTRACT;~~

~~(III) A MANUFACTURER'S INSTALLATION INSTRUCTIONS;~~

~~(IV) AN APPLICABLE PERFORMANCE STANDARD OR BUILDING CODE; OR~~

~~(V) AN IMPLIED OR EXPRESS WARRANTY; AND~~

~~(2) THE REGISTRANT HAS FAILED TO PROPERLY HANDLE OR PAY ANY ESCROW ACCOUNTS, DEPOSIT MONEYS, PROGRESS PAYMENTS, PAYMENTS TO SUBCONTRACTORS OR SUPPLIERS, OR OTHER OBLIGATIONS AS REQUIRED BY THE PURCHASE CONTRACT, LAW, OR REGULATION.~~

4.5-402.

~~THE DIRECTOR SHALL:~~

~~(1) FORWARD A COPY OF THE COMPLAINT TO THE REGISTRANT;~~

~~(2) OFFER MEDIATION SERVICES TO RESOLVE THE COMPLAINT; AND~~

~~(3) PROVIDE ADVICE AND REFERRALS TO OTHER AVAILABLE AVENUES OF DISPUTE RESOLUTION.~~

~~SUBTITLE 5. HOME BUILDER GUARANTY FUND.~~

4.5-501.

~~(A) IN THIS SUBTITLE, "ACTUAL LOSS" MEANS THE COSTS OF REPAIR, REPLACEMENT, CORRECTION, OR COMPLETION THAT ARISE FROM NEW HOME CONSTRUCTION THAT IS INCOMPLETE OR THAT FAILS TO MEET THE CONSTRUCTION STANDARDS PROVIDED IN THE PURCHASE CONTRACT, LAW, OR REGULATION.~~

~~(B) IN THIS SUBTITLE, "ACTUAL LOSS" INCLUDES DEPOSIT MONEYS NOT RETURNED UNDER THE PURCHASE CONTRACT, LAW, OR REGULATION.~~

4.5-502.

~~THIS SUBTITLE DOES NOT:~~

~~(1) LIMIT THE AUTHORITY OF THE DIRECTOR TO TAKE DISCIPLINARY ACTION AGAINST A REGISTRANT UNDER SUBTITLE 3 OF THIS TITLE; OR~~