

**Office of Asst. Sec. for Housing, HUD**

**§ 1715.5**

seven days. The language shall be consistent with that shown on the Cover Page (see §1710.558).

(b) The above revocation provisions may not be limited or qualified in the contract or other document by requiring a specific type of notice or by requiring that notice be given at a specified place.

**PART 1715—PURCHASERS’ REVOCATION RIGHTS, SALES PRACTICES AND STANDARDS**

**Subpart A—Purchasers’ Revocation Rights**

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**Subpart C—Advertising Disclaimers**

1715.50 Advertising disclaimers; subdivisions registered and effective with HUD.

AUTHORITY: 15 U.S.C. 1718; 42 U.S.C. 3535(d).

SOURCE: 45 FR 40496, June 13, 1980, unless otherwise noted.

**Subpart A—Purchasers’ Revocation Rights**

**§ 1715.1 General.**

The purpose of this subpart A is to elaborate on the revocation rights in 15 U.S.C. 1703, by enumerating certain conditions under which purchasers may exercise revocation rights. Generally, whenever revocation rights are available, they apply to promissory notes, as well as traditional agreements.

[61 FR 13597, Mar. 27, 1996]

**§ 1715.2 Revocation regardless of registration.**

All purchasers have the option to revoke a contract or lease with regard to

a lot not exempt under §§1710.5 through 1710.11 and 1710.14 until midnight of the seventh day after the day that the purchaser signs a contract or lease. If a purchaser is entitled to a longer revocation period under State law, that period is deemed the Federal revocation period rather than the 7 days, and all contracts and agreements (including promissory notes) shall so state.

[61 FR 13597, Mar. 27, 1996]

**§ 1715.4 Contract requirements and revocation.**

(a) In accordance with 15 U.S.C. 1703(d)(3), the refund to the purchaser is calculated by subtracting from the amount described in 15 U.S.C. 1703(d)(3)(B), the greater of:

(1) Fifteen percent of the purchase or lease price of the lot (excluding interest owed) at the time of the default or breach of contract or agreement; or

(2) The amount of damages incurred by the seller or lessor due to the default or breach of contract.

(b) For the purposes of this section:

*Damages incurred by the seller or lessor* means actual damages resulting from the default or breach, as determined by the law of the jurisdiction governing the contract. However, no damages may be specified in the contract or agreement, except a liquidated damages clause not exceeding 15 percent of the purchase price of the lot, excluding any interest owed.

*Purchase price* means the cash sales price of the lot shown on the contract.

(c) The contractual requirements of 15 U.S.C. 1703(d) do not apply to the sale of a lot for which, within 180 days after the signing of the sales contract, the purchaser receives a warranty deed or, where warranty deeds are not commonly used, its equivalent under State law.

[61 FR 13598, Mar. 27, 1996]

**§ 1715.5 Reimbursement.**

If a purchaser exercises rights under 15 U.S.C. 1703(b), (c) or (d), but cannot