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A Bill

HOUSE BILL 1468

By: Representatives Cozart, Hawk

By: Senators J. Petty, J. Bryant

For An Act To Be Entitled

AN ACT TO AMEND ARKANSAS LAW CONCERNING CLAIMS HOME
IMPROVEMENT CONTRACTORS, RESIDENTIAL BUILDING
CONTRACTORS, AND SUPPLIERS CONSTRUCTION DEFECTS; AND
FOR OTHER PURPOSES.

Subtitle

TO AMEND ARKANSAS LAW CONCERNING CLAIMS
AGAINST HOME IMPROVEMENT CONTRACTORS,
RESIDENTIAL BUILDING CONTRACTORS, AND
SUPPLIERS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

*SECTION 1. Arkansas Code Title 4, Chapter 75, is amended to add an
additional subchapter to read as follows:*

*Subchapter 15 – Claims Against Home Improvement Contractors, Residential
Building Contractors, and Suppliers*

4-75-1501. Definitions.

As used in this subchapter:

(1) "Action" means:

(A) A civil action; or

(B) An arbitration proceeding;

*(2) "Claim" means a request or demand to remedy a construction
defect caused by a home improvement contractor, residential building
contractor, or supplier related to the construction of a dwelling;*

(3) "Claimant" means the owner, tenant, or lessee of a dwelling



who has standing to sue a home improvement contractor, residential building contractor, or supplier regarding a construction defect;

(4) "Construction defect" means:

(A) In those cases where the home improvement contractor, residential building contractor, or supplier has provided a warranty to the consumer, the definition of "defect" in the warranty provided to the consumer by the home improvement contractor, residential building contractor, or supplier; or

(B) In all other cases, a deficiency in the construction of a dwelling that results from one (1) or more of the following:

(i) Defective material;

(ii) Violation of applicable codes; or

(iii) Failure to follow accepted grade standards for workmanlike construction;

(5) "Dwelling" means:

(A) Any premises or portion of a premises that is used as a home or a place of residence; and

(B) That part of the lot or site on which the dwelling is situated that is devoted to residential use;

(6) "Home improvement contractor" means any person, firm, partnership, copartnership, association, corporation, or other organization or any combination thereof that attempts to or submits a bid or contracts, undertakes, or assumes charge in a supervisory capacity or otherwise manages the reconstruction, alteration, renovation, modification, improvement, removal, demolition, or addition to any:

(A) Preexisting single family residence; or

(B) Property and structures appurtenant to a preexisting single family residence;

(7) "Residential building contractor" means the same as defined under § 17-25-502; and

(8) "Supplier" means a person that manufactures or provides windows or doors for a dwelling.

4-75-1502. Claims against home improvement contractors, residential building contractors, and suppliers.

(a) Before commencing an action against a home improvement contractor,

residential building contractor, or supplier regarding a construction defect found within one (1) year after completion of a dwelling, a claimant shall:

(1) At least twenty-eight (28) days before commencing the action, deliver written notice to the home improvement contractor, residential building contractor, or supplier containing a description of the claim in sufficient detail to explain the nature of the alleged construction defect and the known results of the alleged construction defect; and

(2) Provide the home improvement contractor, residential building contractor, or supplier with the opportunity to repair or to remedy the alleged construction defect.

(b) Within fourteen (14) days of delivery of the written notice under subsection (a) of this section, the home improvement contractor, residential building contractor, or supplier shall deliver a written response to the claimant that shall:

(1) Propose to inspect the dwelling that is subject of the claim and to complete the inspection within a specified timeframe;

(2) Offer to remedy all or part of the claim without an inspection; or

(3) Dispute the claim.

(c) Based on findings of an inspection under subsection (b)(1) of this section, a home improvement contractor, residential building contractor, or supplier may:

(1) Offer to remedy all or part of the claim; or

(2) Dispute the claim.

(d) The claimant may commence an action against the home improvement contractor, residential building contractor, or supplier for the defect described in the written notice under subsection (a) of this section without further notice if:

(1) The home improvement contractor, residential building contractor, or supplier:

(A) Disputes the claim;

(B) Does not respond to the claimant's notice of claim within the fourteen (14) day timeframe under subsection (b) of this section; or

(C) Fails to fulfill an offer to remedy all or part of a claim after the acceptance of the offer by the claimant; or

(2) The claimant does not accept an offer to remedy all or part of a claim made under this section.

(e)(1) A claimant accepting the offer of a home improvement contractor, residential building contractor, or supplier to remedy all or part of the construction defect under subsection (b) or (c) of this section shall do so by serving a written notice of acceptance to the home improvement contractor, residential building contractor, or supplier.

(2) The claimant under subdivision (e)(1) of this section shall:

(A) Serve the notice of acceptance under subdivision (e)(1) of this section to the home improvement contractor, residential building contractor, or supplier no later than thirty (30) days after receipt of the offer; and

(B) Provide the home improvement contractor, residential building contractor, or supplier and its subcontractors or other agents reasonable access to the dwelling during normal working hours to perform and complete the construction or work by the timetable stated in the offer.

(f) If a claimant accepts an offer made in compliance with this section and the home improvement contractor, residential building contractor, or supplier fulfills the offer in compliance with this section, the claimant shall be barred from bringing an action for the claim described in the notice of claim.

(g) A home improvement contractor, residential building contractor, or supplier shall provide the owner, tenant, or lessee of the dwelling written notice of the requirements of this subchapter before commencing the building or improving of the dwelling.

(h) This section does not apply to actions brought by the Attorney General for civil enforcement of the Deceptive Trade Practices Act, § 4-88-101 et seq., including without limitation:

(1) Mediations initiated in connection with an action brought by the Attorney General for civil enforcement of the Deceptive Trade Practices Act, § 4-88-101 et seq.; and

(2) Consumer actions brought by the Attorney General for civil enforcement of the Deceptive Trade Practices Act, § 4-88-101 et seq.

/s/Cozart

APPROVED: 4/14/25