

OPINION

Today's Business: CT's Home Improvement Act offers formula for smooth contracting jobs

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David A. Slossberg; Contributed photo

Whether you hire a contractor to undertake a major or minor home improvement project, it is important to take time before work begins to make sure your rights are protected. Based on the sheer number of stories we have all heard about the rocky road to a completed project, it is safe to say that this type of business relationship is ripe for disagreement.

To facilitate better communication between homeowners and contractors, Connecticut's Home Improvement Act requires contracts to be in writing, signed by both parties. The law provides that no home improvement contract is valid or enforceable against an owner unless it: (i) is in writing, (ii) is signed by the

owner and the contractor, (iii) contains the entire agreement between the owner and the contractor, (iv) contains the date of the transaction, (v) contains the name and address of the contractor and the contractor's registration number, (vi) contains a notice of the owner's cancellation rights and (vii) contains a starting date and completion date.

Given that the most common disputes arise regarding perceived delays in a project and/or the scope and quality of the work to be done, the law requires both homeowner and contractor to agree on the details in writing so that the contract can provide the roadmap for the upcoming project. Terms should include a clear timeline for completion with milestones along the way, how and when payments are to be made, safety precautions for the work area and expectations for cleaning the site when work is completed. A homeowner should also pay special attention to whether the contract contains any language purporting to limit or cap potential damages in the event of any breaches of the agreement.

Ensuring clear communication is so important under Connecticut law, that failure to have a written contract also constitutes a per se violation of the Connecticut Unfair Trade Practices Act (CUTPA), permitting an aggrieved homeowner the right to recover compensatory damages, as well as punitive damages and attorney's fees when appropriate.

Homeowners often hire contractors by word of mouth. While a reference from a friend can be valuable, it does not ensure smooth sailing.

Homeowners should ask the contractor for proof of a valid license with the State of Connecticut, and for disclosure of insurance so that if there are problems on the job, such as damage caused to the property by the contractor's negligence, insurance is available to cover the damage.

Also, while no one wants to think about the possibility of later disputes, homeowners should ask the contractor directly how disputes can be resolved during the project. Possibilities include informal discussions with the help of professionals, such as architects or engineers, more formal mediation with a neutral third party or, as a last resort, arbitration or litigation. When communicating with the contractor during the project, it is often a good practice to do so by email so that there is a record of communications that can be relied

upon in resolving any disputes. It is difficult to establish the facts of a dispute when trying to rely on conflicting recollections of phone conversations.

The goal of any home improvement is to be able to enjoy it when it is completed. Having a sound written contract and asking the right questions will go a long way to making that possible.

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