

1 State of Arkansas
2 95th General Assembly
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4

As Engrossed: H3/17/25

A Bill

HOUSE BILL 1468

5 By: Representatives Cozart, Hawk
6 By: Senators J. Petty, J. Bryant
7

For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS LAW CONCERNING CLAIMS HOME
10 IMPROVEMENT CONTRACTORS, RESIDENTIAL BUILDING
11 CONTRACTORS, AND SUPPLIERS CONSTRUCTION DEFECTS; AND
12 FOR OTHER PURPOSES.
13
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Subtitle

15 TO AMEND ARKANSAS LAW CONCERNING CLAIMS
16 AGAINST HOME IMPROVEMENT CONTRACTORS,
17 RESIDENTIAL BUILDING CONTRACTORS, AND
18 SUPPLIERS.
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21 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
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23 SECTION 1. Arkansas Code Title 4, Chapter 75, is amended to add an
24 additional subchapter to read as follows:

25 Subchapter 15 – Claims Against Home Improvement Contractors, Residential
26 Building Contractors, and Suppliers
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28 4-75-1501. Definitions.

29 As used in this subchapter:

30 (1) "Action" means:

31 (A) A civil action; or

32 (B) An arbitration proceeding;

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

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



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

3 (4) "Construction defect" means:

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

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

11 (i) Defective material;

12 (ii) Violation of applicable codes; or

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

15 (5) "Dwelling" means:

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

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

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

26 (A) Preexisting single family residence; or

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

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

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

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34 4-75-1502. Claims against home improvement contractors, residential
35 building contractors, and suppliers.

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

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

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

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

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

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

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

19 (3) Dispute the claim.

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

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

24 (2) Dispute the claim.

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

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

31 (A) Disputes the claim;

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

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

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

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

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

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

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

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

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

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27 /s/Cozart
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