

1 State of Arkansas *As Engrossed: H3/17/25 S4/2/25*

2 95th General Assembly

A Bill

3 Regular Session, 2025

HOUSE BILL 1468

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5 By: Representatives Cozart, Hawk

6 By: Senators J. Petty, J. Bryant

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8

For An Act To Be Entitled

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AN ACT TO AMEND ARKANSAS LAW CONCERNING CLAIMS *HOME*

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IMPROVEMENT CONTRACTORS, RESIDENTIAL BUILDING

11

CONTRACTORS, AND SUPPLIERS CONSTRUCTION DEFECTS; AND

12

FOR OTHER PURPOSES.

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Subtitle

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TO AMEND ARKANSAS LAW CONCERNING CLAIMS

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AGAINST HOME IMPROVEMENT CONTRACTORS,

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RESIDENTIAL BUILDING CONTRACTORS, AND

19

SUPPLIERS.

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

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

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Subchapter 15 – Claims Against Home Improvement Contractors, Residential

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Building Contractors, and Suppliers

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4-75-1501. Definitions.

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As used in this subchapter:

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(1) "Action" means:

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(A) A civil action; or

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(B) An arbitration proceeding;

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(2) "Claim" means a request or demand to remedy a construction

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defect caused by a home improvement contractor, residential building

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contractor, or supplier related to the construction of a dwelling;

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(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.

33
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

