

**There are many statutes which have to do with construction defect claims. We have listed some of the main statutes below. Every situation is different, so please feel free to contact us should you have any questions.**

**Selected Statutes of Limitation (California)**

There are two primary statutes of limitation which homeowners and homeowner associations in California should be aware of. The three and the ten-year statutes. The way to measure when a statute begins running is from one of three benchmarks. (Give us a call if you are in Nev, Az, or any other state)

- \* When a Notice of Completion was filed
- \* When the final was given on the building permit
- \* When the homeowner took up residence, whichever is earliest.

**The Three-Year (patent) Statute of Limitations (CCP 338)**

This statute states that you have three years to file a claim from when you first notice a problem such as a leaky roof or window, cracked stucco, drainage problems and such. But, remember it's three years within the overall ten-year statute discussed below. Therefore, once you note a defective condition, the statute starts running.

**The Overall (latent) Ten-Year Statute of Repose (CCP 337.15)**

This statute states that you have ten years from when a Notice of Completion was filed, when the final was given on the building permit or when the homeowner took up residence, whichever is earliest, to file a claim for defective construction even if the defect is latent in nature ( i.e. not readily observable). If you discover a problem in year eleven, you're most likely too late.

**Senate Bill SB800 (California)**

In California, if your home closed escrow after January 1, 2003, you will be subject to a pre-litigation procedure which is commonly known as SB800 or the "right to repair" procedure. We have outlined the procedure below. Please give a call if you fall in this category for more information.

CIVIL CODE SECTION	NUMBER OF DAYS FROM PRECEDING EVENT	ACTION REQUIRED
913	14 days from service of Notice of Commencement	Builder to acknowledge receipt of Notice of Commencement of Proceeding
912(a)	30 days from service of Request for Production by HOA	Builder to produce plans, reports, DRE documents, maintenance documents, warranties and other documents

916(a)	14 days from Builder's acknowledgement of receipt of Notice	Builder to acknowledge receipt of Notice of Commencement of Proceeding
916(a)	2 days from completion of testing	Builder to restore structures to pre-existing conditions
916(c)	3 days from Builder's completion of initial testing	Builder to request additional inspections and testing
916(c)	40 days from completion of initial testing	Builder to complete second round of inspections and testing
917,919	30 days from initial, or if requested, second inspections and testing	Builder to make written offer to repair, provide names of proposed repair contractors and offer to mediate
918	30 days from Homeowner/ HOA's receipt of Builder's offer to repair	Homeowner/HOA to authorize Builder or alternative contractor to perform repairs
919	15 days from Builder's offer to repair and mediate	Mediation to take place, limited to 4 hours
921(a)	14 days from Homeowner/ HOA's acceptance of offer to repair; or 7 days from mediation; or 5 days after issuance of building permit	Repairs to be commenced
921(b)	120 days from commencement of repairs	Builder to make every effort to complete repairs
927	100 days after completion of pre-litigation procedure	Tolling of statutes of limitation / repose ends
929	After completion of repairs and prior to filing action	Homeowner/HOA shall request mediation if there has been no prior mediation
929	15 days from request for mediation	Mediation to take place, limited to 4 hours

## California Civil Code Section 1134

This Code section sets out the required disclosure when a converter of an apartment building to condos wishes to sell a unit.

### *Condominium Conversions*

*Converting apartments into condominiums helps many buyers reach the first rung on the homeownership ladder, but that step can come at the expense of buying a home that may be twenty or even thirty years old. These homes may be rife with original construction defects.*

*Since 2000, there have been 4,530 condominium conversions in Riverside, Los Angeles, Orange and San Diego counties alone. Many of these units were sold without the required disclosures. In California, Civil Code §1134 governs what disclosure is required when a unit is converted from an apartment to a condominium.*

*California Civil Code § 1134 states that:*

*As soon as practicable before transfer of title for the first sale of a unit in a residential condominium ..., which was converted from an existing dwelling to a condominium project ... the owner or subdivider ... shall deliver to a prospective buyer a written statement listing all substantial defects or malfunctions in the major systems in the unit and common areas of the premises, or a written statement disclaiming knowledge of any such substantial defects or malfunctions. The disclaimer may be delivered only after the owner or subdivider has inspected the unit and the common areas and has not discovered a substantial defect or malfunction, which a reasonable inspection would have disclosed.*

*"Major systems" includes, but is not limited to, the roof, walls, floors, heating, air conditioning, plumbing, electrical systems or components of a similar or comparable nature, and recreational facilities. Any person who willfully fails to carry out the requirements of this section shall be liable in the amount of actual damages suffered by the buyer.*

*We have handled dozens of these type cases and have yet to see one condominium converter actually comply with Civil Code 1134. Most converters simply convert the building on paper, paint the interior of the units and sell them at a huge profit.*

*Condominium conversion cases are run just like a typical construction defect case. See Claim Development for more information. We test and inspect the units and common areas for "substantial defects and malfunctions". In every one of our conversions cases, we did find substantial defects. Most of the converted buildings were built in the eighties and nineties when poor construction was extremely common.*

This code section says that the Owner or Subdivider shall do the following: Deliver to the prospective buyer a written statement listing all substantial defects or malfunctions in the major systems in the units and common areas or;

Provide a written statement disclaiming knowledge of any such substantial defects or malfunctions. (The disclaimer may be delivered only after the owner or subdivider has inspected the unit and the common areas and has not discovered a substantial defect or malfunction which a reasonable inspection would have disclosed.)

"Major systems" include, but are not limited to the roofs, walls, floors, heating, air conditioning, plumbing, electrical systems or components of a similar or comparable nature and recreational facilities.

Written statement shall be delivered personally or by mail to the prospective buyer or agent.

Any person who willfully fails to carry out the requirements of this section shall be liable in the amount of actual damages suffered by the buyer.