



MEMORANDUM

The following is a summary of each bill:

HF211/SF170 (Swails/Saltzman) – *Attorneys Fees* – would allow a homeowner to recover attorney's fees from a builder if the homeowner prevailed in a lawsuit.

HF239/Sf6 (Gardner/Latz) *Damages cap lifted* – current law caps damages to a homeowner to the amount necessary to fix the defect or the difference between the home without a defect and the home with a defect. This bill would allow a homeowner to recover an arbitrary amount in damages ranging from various estimates on fixing the home to new living conditions for the homeowner. This piece works in tandem with the attorney's fees provision and could award a homeowner an unlimited amount in recovery if they prevail in a civil litigation case.

HF330/SF264 (Scalze/Fobbe) *Extended notification timeline* – allows a homeowner a full year to report an alleged damage to the builder. Current law is six months.

HF362/SF362 (Knuth/Dahle) *Eliminating written notice* – the warranty statutes require a homeowner to provide the builder with a written statement acknowledging an alleged damage to new construction or remodeling. Three years ago, BAM passed the Notice and Opportunity to Repair provision under the Warranty Statutes requiring a builder to provide the homeowner with a notice offering to inspect and repair an alleged defect.

HF412/SF470 (Bunn/Rummel) *Homeowner Statute of Repose Adjusted* - Extends the warranty period to 12 years.

HF420/SF776 (Lain/Latz) *Implied Warranties written as Express Warranties* – the new language waives the term statutory throughout the warranty language and makes the warranty statutes express warranties. It requires a builder to provide written notice in a contract of the express warranty. If a notice is not provided the warranty is assumed implied.