



## **A lawyer discusses unlicensed home improvement contractors**

January 14, 2013 - Front Section

Any contractor performing home improvement work in most counties in the State of New York must have a home improvement contractor's license. While having such a license does not mean that such contractors are better or more qualified than others, it is a statutory requirement with strict consequences for failure to have such a license in the municipality where the work is performed. The license must be in place when the contract was executed, at the time the work was performed and when the lawsuit is filed. In fact, contractors are required to state in their complaints that they have such licenses. In other words, the contractor cannot commence a lawsuit, find out there is a problem, get a license and continue with the case or amend the complaint.

One of the consequences is that if an unlicensed contractor sues the client for breach of contract or quantum meruit (the fair value of the work), it may be dismissed by the court. This may also apply to mechanic's liens, since there is no valid contract on which the lien may be based.

Even licensed contractors are required to have signed home improvement contracts with their customers. There are a number of terms which must be included in such contracts. Thus, a contractor may be licensed, but still be in violation of the licensing law for failing to have the appropriate provisions in a contract. It is easiest to understand if you think of it as a consumer protection law. It is one of the topics I am often contacted about.

C. Jaye Berger is the founder of Law Offices C. Jaye Berger, Manhattan, N.Y.

New York Real Estate Journal - 17 Accord Park Drive #207, Norwell MA 02061 - (781) 878-4540