

# Do these two issues affect you on the job?

*EDITOR'S NOTE: The following contribution is from Peter Merrill, CKD, member of NKBA's Advisory Council of Builders/Remodelers, and is intended to inform industry members on the unique aspects of the Builders/Remodelers.*

**By Peter Merrill**

As most of you know, NKBA formed the Advisory Council of Builders/Remodelers in the fall of 2002, and I am proud to be one of the six charter officers of this new council.

But why, after 40 years, should the Association recognize builders and remodelers as an integral part of its membership? Because every kitchen and bath we design or sell goes into a building or remodeling project.

Now, as the NKBA membership has surpassed the 10,000 paid member mark, it is important for NKBA to re-analyze the makeup of its members and how our industry has changed. In the late 1960s, when the idea of a CKD was introduced to the Association, the vast majority of members were designers and suppliers of kitchen, bath and related cabinetry. Today, most kitchen dealers are remodelers and are suppliers of cabinets to builders and other remodelers.

Below are a few issues builders and remodelers face on a regular basis, and depending what services you provide, no matter what your title, these issues could affect you too.

## Do you know what constitutes a warranty?

To a large extent, builders' and remodelers' liabilities for correcting problems after the work is completed depends on the warranties they give to their clients. Warranties do not have to be in writing. They may be spoken or implied. An "Expressed Warranty," a warranty in words, whether spoken

or written is treated by the courts like any other agreement. Therefore, if a builder or remodeler breaches such a warranty, that act is like breaching a contract.

In addition, courts have found "Implied Warranties" that a new or remodeled house should be reasonably free from defects in workmanship and materials and that it is safe and habitable.

The Federal Trade Commission (FTC), a government agency which regulates warranties on consumer products under the Magnuson-Moss Warranty Act, does not require a builder or remodeler to give a warranty. It merely regulates the form of whatever warranty a builder or remodeler may voluntarily decide to give to their clients.

These requirements do not apply to new or remodeled homes themselves, but to the following items installed or included in new or remodeled homes: appliances, manufactured equipment, and anything defined as a consumer product under the act. (Magnuson-Moss Warranty Act – US Code – Title 15 – Chapter 50 – Sections 2301 – 2312.)

Keep in mind, what you don't know can hurt you. The Lead Acts and the Magnuson-Moss Act are just a couple of examples of what you need to know as a builder or remodeler.

## New rule creates more paperwork

The Pre-Renovation Lead Information Rule (PLIR), known as Section 406(b) of the Toxic Substance Control Act, is a rule requiring people performing renovation for compensation to distribute a lead hazard information pamphlet. Prior to commencing the renovation, you must have a signed form from your client that they have read the booklet.

If your job is for compensation and will require you to disturb more than two feet of paint in pre-1978 housing, then you are a renovator for the purposes of the PLIR. Whether you are a plumber, electrician, cabinet installer, drywaller, painter, etc., if you disturb more than two feet of paint, you must comply with PLIR (emergency repairs are excluded from this rule).

If the unit is tenant occupied, you must give a copy of the pamphlet to the owner and the tenant and get signatures from both as well. If the renovation is to occur in a common area with more than four separate dwelling units, you must provide all residents of the building with information on the timing and extent of the renovations slated to occur.

You might be interested to know the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. Section 1018 requires the same disclosure, booklet distribution and signatures required for the sale or lease of pre-1978 housing even if no renovation shall occur. Violation may result in civil and criminal penalties and potential triple damages in a private civil suit.

For general information, contact the National Lead Information Clearinghouse (NLIC) at 800-424-LEAD or fax requests to the NLIC at 202-659-1192.

Copies of the final rule, a brief question and answer document, and the pamphlet Protect Your Family From the Lead in Your Home are available online at the National Safety Council's Web site at [www.nsc.org](http://www.nsc.org).

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– For more information on the Builders/Remodelers segment of NKBA, contact the Association at 800-843-6522 or e-mail Peter Merrill, CKD, owner of Design Services, Inc. in Santa Fe, N.M., at [sfdesignservices@cs.com](mailto:sfdesignservices@cs.com).