

Wisconsin's home improvement law, Wis. Adm. Code ch. ATCP 110, protects consumers contracting for improvements including:

basements	porches	landscaping
sidewalks	terraces	water softeners
patios/decks	garages	floor coverings
driveways	heating	air conditioning
swimming pools	home alarm systems	

Tips on hiring contractors

Most contractors involved in home improvements are honest, reliable and skilled, but some are not. Here are suggestions on how to find good contractors:

- Decide in advance what the job will involve. Draw sketches and clip pictures to show to prospective contractors.
- Get more than one estimate. Make sure all contractors are bidding on exactly the same work. Make sure the contractor comes to the job site rather than giving a telephone estimate. Be leery of an extremely low estimate.
- Ask for the names of the contractor's recent customers and call to see if they are satisfied. Did the contractor show up on time, clean up afterward, and follow through with their warranties? Would they hire the contractor again?
- Contact the Bureau of Consumer Protection, (800) 422-7128 or (608) 224-4976, and the Better Business Bureau, (800) 273-1002 or (414) 847-6000, to find out if complaints have been filed against the contractor.

Contractor requirements

Before you enter into a home improvement contract, the contractor must inform you of all required building or construction permits. If the contractor is doing general construction work, such as siding, insulation, and roofing, on one or two-family homes and will be obtaining the building permits, the contractor must have a Dwelling Contractor Certification, and a

Dwelling Contractor Qualifier Certification from Department of Safety and Professional Services, (608) 266-2112.

These contractor certifications show proof that the contractor has paid for worker's compensation, unemployment insurance, and minimum levels of liability or a bond. The liability insurance covers worker and public injuries and damage to property.

If contractors cannot show you a registration card, it may mean trouble if you hire them. Some contracts are written to put the responsibility for building permits and insurance on the homeowner. However, homeowners taking out building permits themselves have no assurance that the contractor has proper insurance.

Consumers may ask any contractor for a certificate of insurance with the homeowner's name and address listed as a certificate holder. This certificate shows that the contractor has an active policy. As a certificate holder, the homeowner will then be informed if the contractor's insurance policy expires.

Contracts

Do not rely on oral agreements. For the protection of both you and the contractor, it is wise to request a written contract in all situations. The contract serves as a statement that the contractor knows exactly what services you want performed. Do not sign anything until you understand it all. Consult an attorney if you have questions.

Make sure the contract contains (Wis. Adm. Code s. ATCP 110.05):

- The name and address of the salesperson, as well as the company name and address (not just a post office box number).
- A full description of the job. Again, do not rely on oral agreements.
- A detailed list of materials to be used including the name, brand, size, models, performance capacity of the items, and the quantity of materials to be used.

- The total price, plus finance charges.
- A starting and completion date, to prevent the job from going on indefinitely.
- A statement explaining any warranties on materials, labor or services. Be sure you understand any exceptions or limitations.

If any payment is required before the work is done, a written contract is required by the law. The consumer should demand one if the contractor does not offer it. Get all guarantees in writing. Never sign a completion certificate or make final payment until you are satisfied and all work is done as specified.

Lien waivers (Wis. Adm. Code s. ATCP 110.025)

Home improvement contractors by law, must give the buyer a "Notice of Consumer's Right to Receive Lien Waivers" before the buyer and seller enter into a home improvement contract. The notice shall inform the buyer, that the buyer may request lien waivers from all contractors, subcontractors, and material suppliers at, or prior to, the time any payment is made on the home improvement contract.

When any payment is made – especially final payment – consumers have the option to get lien waivers from the contractor.

Contractors must provide the lien waivers if you request them. **You should always ask for a lien waiver from the contractor when you make a payment.** This will prevent a subcontractor or material supplier from putting a lien on your home if the contractor does not pay the bills.

Beware of transients

As sure as the summer brings tourists to Wisconsin, it also brings transient or temporary home improvement workers and scams. These rip-off artists will probably hit your town.

Transient contractors specialize in blacktopping driveways, installing lightning rods, painting and yard work. Their work and material are usually inferior and they are likely to steal from you.

Consumers who pay for what they think is a bargain price for blacktopping may soon have dandelions growing through their driveways. Homes may need repainting after the next rainfall.

Also, the cost of the job may rise considerably after the work is performed, and the consumer may be intimidated into paying the increase.

Transients hit an area, take the money, and run. Frequently, they know the quickest route to the banks in your area to cash checks.

If transients come to your door:

- Do not give into high pressure tactics.
- Do not let them in your home. They are experts at finding and taking valuables.
- Determine the make and model of their vehicles, get license plate numbers, and alert local law enforcement.
- Call the police immediately if they begin to do a job without your authorization.

Right to Cure Law

Under Wis. Stat. s.101.148, contractors must provide consumers a brochure, at the time of contracting, that describes the requirements for making future claims about construction defects. The "Right to Cure" law, Wis. Stat. ss. 895.07(2) & (3), provides timetables and other steps to help consumers and contractors resolve disputes. Failure to follow the "Right to Cure Law" can result in dismissal of legal or arbitration actions.

If you have a concern about poor quality work or materials, you must provide written notice to

Home Improvement Consumer Tips



the contractors or suppliers before any legal action may be filed. The contractors and suppliers have an opportunity to respond to the claims, including the right to inspect and test alleged defects. You have the right to accept or reject settlement offers – in full or in part – via written notice.

Right to cancel (Wis. Stat. s. 423.202)

If you were solicited and signed a contract for more than \$25 at your home (or away from the contractor’s regular place of business), Wisconsin law allows you three business days to cancel. The contractor is required to provide you with two copies of the notice of your right to cancel at the time the contract is signed.

To cancel the sale, consumers must sign and date a notice of cancellation and mail it to the contractor before midnight of the third business day. Sending cancellation notices by certified mail, return receipt requested, lets you know your notice was delivered.

If you pay for, but do not receive materials, services, or completion of work, you may cancel a home improvement contract after three business days by, Wis. Adm. Code s. ATCP 110.07:

- Giving a written notice canceling the contract.
- Demands return of all money the contractor has not yet spent on the project. (The contractor must return this amount to you within 15 days.)
- Demands delivery of all materials which the contractor has purchased with your money. (The contractor must deliver the materials within 15 days or within 5 days after the contractor receives materials from the supplier, whichever is later.)
- Demands a written accounting for all payments made to the contractor including specific details of how all payments were spent or used. (The contractor must give this accounting to you within 30 days.)

In addition, if your contract is for an exterior home repair or construction and involves an

insurance claim, you may have additional protections under Wisconsin Law, Wis. Stat s. 100.65.

Criminal violations of Wis. Stat. s. 943.20 home improvement laws can result in maximum fines of \$5000 and imprisonment for up to a year. Civil violations can result in maximum fines of \$10,000.

Consumers may sue for twice the amount of any damages, together with courts costs and reasonable attorney’s fees.

For more information or to file a complaint, visit our website or contact:

**Wisconsin Department of Agriculture,
Trade and Consumer Protection**
Bureau of Consumer Protection
2811 Agriculture Drive, PO Box 8911
Madison, WI 53708-8911

Email: DATCPHotline@wi.gov
Website: datcp.wi.gov
(800) 422-7128 TTY: (608) 224-5058

HI-ConsumerTips136 (rev 12/19)

