

Connecticut General Statutes Annotated

Title 20. Professional and Occupational Licensing, Certification, Title Protection and Registration.

Examining Boards (Refs & Annos)

Chapter 400. Home Improvement Contractors (Refs & Annos)

C.G.S.A. § 20-429

§ 20-429. Required contract provisions. Negative option provisions prohibited. Contract considered home solicitation sale. Contractor-financed contract. Recovery of payment for work performed

Effective: October 1, 2017

[Currentness](#)

(a) (1) (A) No home improvement contract shall be valid or enforceable against an owner unless it: (i) Is in writing, (ii) is signed by the owner and the contractor, (iii) contains the entire agreement between the owner and the contractor, (iv) contains the date of the transaction, (v) contains the name and address of the contractor and the contractor's registration number, (vi) contains a notice of the owner's cancellation rights in accordance with the provisions of chapter 740,<sup>1</sup> (vii) contains a starting date and completion date, (viii) is entered into by a registered salesman or registered contractor, and (ix) includes a provision disclosing each corporation, limited liability company, partnership, sole proprietorship or other legal entity, which is or has been a home improvement contractor pursuant to the provisions of this chapter or a new home construction contractor pursuant to the provisions of chapter 399a,<sup>2</sup> in which the owner or owners of the home improvement contractor are or have been a shareholder, member, partner, or owner during the previous five years.

(B) Each change in the terms and conditions of a contract shall be in writing and shall be signed by the owner and contractor, except that the commissioner may, by regulation, dispense with the necessity for complying with the requirement that each change in a home improvement contract shall be in writing and signed by the owner and contractor.

(2) A contract for repair, remediation or mitigation as set forth in [section 38a-313a](#) shall conform to the requirements set forth in subparagraph (A) of subdivision (1) of this subsection and [section 38a-313a](#).

(b) No home improvement contract shall be valid if it includes any provision obligating the owner to instruct the home improvement contractor, by a date determined by such contractor, that periodic home improvements are not to be performed unless it also includes a provision requiring the contractor to remind the owner of that obligation by means of a card or letter mailed to the owner and postmarked not earlier than twenty days, and not later than ten days, prior to such date.

(c) The contractor shall provide and deliver to the owner, without charge, a completed copy of the home improvement contract at the time such contract is executed.

(d) The commissioner may, by regulation, require the inclusion of additional contractual provisions.

(e) Each home improvement contract entered into shall be considered a home solicitation sale pursuant to chapter 740 and shall be subject to the requirements of said chapter regardless of the location of the transaction or of the signing of the contract. Each

home improvement contract in which the owner agrees to repay the contractor an amount loaned or advanced to the owner by the contractor for the purposes of paying for the goods and services provided in such contract, or which contains a finance charge, (1) shall set forth the information required to be disclosed pursuant to the Truth-in-Lending Act, sections 36a-675 to 36a-685, inclusive, (2) shall allow the owner to pay off in advance the full amount due and obtain a partial refund of any unearned finance charge, and (3) may contain a finance charge set at a rate of not more than the rate allowed for loans pursuant to [section 37-4](#). As used in this subsection, “finance charge” means the amount in excess of the cash price for goods and services under the home improvement contract to be paid by the owner for the privilege of paying the contract price in installments over a period of time.

(f) Nothing in this section shall preclude a contractor who has complied with subparagraphs (A)(i), (ii), (vi), (vii) and (viii) of subdivision (1) of subsection (a) of this section from the recovery of payment for work performed based on the reasonable value of services which were requested by the owner, provided the court determines that it would be inequitable to deny such recovery.

#### Credits

(1979, P.A. 79-606, § 12, eff. July 1, 1980; 1986, P.A. 86-94, § 1; 1988, P.A. 88-269, § 9; 1988, P.A. 88-364, § 108, eff. June 8, 1988; 1991, P.A. 91-325, § 3; 1993, P.A. 93-215, § 1; 2001, P.A. 01-155, § 1; 2006, P.A. 06-73, § 14, eff. May 30, 2006; 2009, P.A. 09-18, § 2, eff. July 1, 2009; 2016, P.A. 16-35, § 3, eff. Jan. 1, 2017; 2017, P.A. 17-48, § 18.)

#### [Notes of Decisions \(141\)](#)

#### Footnotes

1 [C.G.S.A. § 42-134 et seq.](#)

2 [C.G.S.A. § 20-417a et seq.](#)

[C. G. S. A. § 20-429, CT ST § 20-429](#)

The statutes and Constitution are current with enactments of Public Act 20-1.