

COA Opinion: Warranty work performed by subcontractor is not an improvement under the Construction Lien Act.

26. January 2011 By Sarah Lindsey

Under the Construction Lien Act, a contractor must record a construction lien within 90 days after the subcontractor last furnishes labor or material for an improvement. In *Stock Building Supply, L.L.C. v. Parsley Homes of Mazuchet Harbor, L.L.C.*, No. 294098, the Court of Appeals held that performing “warranty work” to correct deficiencies in work that a subcontractor had already performed, or to correct defects in fixtures installed, does not constitute an “improvement” under the Construction Lien Act. The Court of Appeals determined that the distinguishing factor is whether the work conferred any value beyond the value furnished by the completion of the original work. Therefore, work performed to repair a leak in a whirlpool tub and to fix a toilet was warranty work, because it was necessary to provide what was originally contracted for - i.e., fully functioning plumbing fixtures.