

Guide to Residential Improvements

Build safety into your contract

*Considering a major remodel or building a new home in Saint Paul?
What about minor remodels, or repairs of structures on your property?*



Photo by Jason Briscoe on Unsplash

The path to successful work on your home lies in knowing your rights and responsibilities and relying on contracts that protect your safety and the safety of your dwelling.

For repairs or minor remodels of an existing structure

Here are some key steps home owners should take before they start work:

- Get multiple estimates from licensed contractors
- Educate yourself on local permitting requirements
- Know the right language to include in the contract
- Ensure that the required permits are obtained, and
- Insist that final inspections will be completed by local municipal building inspectors.

Smart home owners will educate themselves on [local permitting requirements](#).

The contractor or homeowner must pull the appropriate permits but knowing what's required can give you peace of mind. Make sure your contract spells out that the contractor is responsible for obtaining all necessary permits. Keep in mind: If the homeowner obtains the permits he/she is responsible for meeting all Code requirements.

Finally, don't sign any contract that doesn't stipulate that final payment is contingent upon a final inspection by approved by the Department of Safety and Inspections. This "holdback clause" provides the incentive for the contractor to remedy any issues found by an inspector before they leave the job.

Do not make final payment for the job until it's inspected and approved. The best insurance a homeowner can get that the work has been completed to current Code standards is final inspection and approval.

For major remodels or constructing a new home, the Home Warranty 1-2-10 law applies

Minnesotans who are building or buying a newly built home or contracting for major structural changes in their homes have important legal protections under state law that provides warranties against defects.



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There are certain exclusions but the warranty provides that:

- For one (1) year after the work has been completed the home shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standard.
- For two (2) years after the work has been completed the home shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems due to noncompliance with building standards.
- For 10 years after the work has been completed the home shall be free from major construction defects due to noncompliance with building standards

In the case of newly constructed homes this warranty coverage begins when the buyer takes possession of the home. In the case of major remodel projects, the warranty begins when the project is finished.

Bottom line: Protect the most valuable asset you'll have in your lifetime by making sure work on your home is up to current Code standards.

Consumer Resources

- For detailed building information including a [description of when a permit is required](#) (Hint: If the value of labor and materials for the work is estimated at \$500 or more, you need one).
- Learn more about your rights as a consumer and what to look for in a standard building contract at the [State Attorney General's Office](#).
- Find out if the contractors you're getting bids from are licensed [here](#).
- To see if a complaint has been filed on a licensed contractor with the [Better Business Bureau](#).