

Home Improvement Scams

If you have a problem with a home repair job that was either not finished, was done improperly, or was never done at all, you have a number of possible recourses.



What Should I do if the Contracted Work was not Finished?

First, you should write a letter to the contractor (date it and keep a copy) stating your complaints specifically. If most of the work was satisfactory then he should be given the opportunity to complete the job within a reasonable time. If he does not respond or refuses to do any more work then you can get someone else to complete the job. You can also sue him for what it would cost to complete the job properly. To do so, you should first get an opinion in writing from either the code enforcement officer of your town or from another contractor.

If the amount of damages you are seeking is under \$4,500:

If the amount you are seeking is under \$4,500, you can sue in Small Claims Court without the expense of hiring an attorney. You should present your complaint along with your evidence (such as a written contract, if there was one, photographs and written estimates of the cost of completion, and any correspondence).

If the amount of damages you are seeking is over \$4,500:

However, if your damages are over \$4,500, then you must sue in a higher court and hire a private attorney.

What if the Work Done on my Home was Unsatisfactory?

If the work was done very poorly then you do not have to allow the contractor to return to make good the repairs. Again, you should write the contractor listing your complaints, get other expert opinions in writing as to the poor quality of the work, and then sue him as outlined above.

What if None of the Work was Performed?

If none of the work that had been agreed on was performed, then you can cancel the contract, write a letter to the contractor to that effect, and demand your money back. If the money is not returned you can sue the contractor for the amount you paid him. Again, if it is under \$4,500, you can go to Small Claims Court.

Door to Door Solicitations

I. Three Day Cooling Off Period

If you agree on home repairs by a contractor/salesperson who has solicited you on a door to door basis, you have three (3) days to think over the agreement and cancel the contract without penalty. You should write the contractor to cancel the contract and demand your money back if you have paid him any.

II. Use a Reputable Contractor

Use a known/reputable contractor. Do not let yourself be talked into repairs by a person soliciting out of the blue on your doorstep. Use reputable contractors, or at least someone who has been recommended by a knowledgeable friend who has had good personal experience with this contractor. Often the materials used by door to door contractors are of poor quality and the work is done inadequately. Also, fly by night repairmen are difficult to locate after they have taken off with your money. Furthermore, even if you do manage to locate them, they often have no money with which to repay you even if you sue them and win.

III. Get a Written Contract

Get a written contract before paying any money to the contractor. If the repair work is for more than \$3,000, then a written contract must be in place, including provisions such as a warranty for good workmanship.

IV. If you Run into Problems, Get Help

The Maine Attorney General's Office is a helpful resource for any type of home repair problem. It offers mediation services to help you negotiate a settlement with your contractor if you are not interested in going to court. You should also report fly-by-night scammers. The Maine Attorney General's Office can be reached at (207) 626-8800, or online at www.state.me.us/ag/.

Legal Services for the Elderly can evaluate your problem and offer advice regarding practical steps to take. Legal Services for the Elderly takes a few cases, such as when the client is in danger of losing his/her home due to improper repairs. Otherwise, you will need a private

attorney if you plan to sue in any court except Small Claims Court. Small Claims Court requires mediation before the case is heard in court.

What if the Contractor Offers to Arrange Financing for the Job?

Contractor financing can be one of the most serious problems with getting involved with home solicitation sales. For example, the contractor may suggest he can arrange for financing the job (work and materials). Beware! Often the interest rates are very high compared with a regular home equity loan.

Finally, even if you are using a home equity loan to finance your home repairs, you should not pile on your other debts, consolidating your credit card, medical, or auto loan debts with your home repair loan. This is not a good idea because if you are unable to keep up payments, then you become susceptible to foreclosure. The Legal Services for the Elderly Helpline can counsel you about debt problems that you are facing.

For more information, call the Legal Services for the Elderly Helpline for free legal advice.

LSE Helpline
1-800-750-5353



Free legal help for Maine's seniors

