



Ohio Revised Code

Section 1312.06 Owner's acceptance of contractor's offer - inspection - action by owner.

Effective: May 27, 2005

Legislation: House Bill 175 - 125th General Assembly

(A) If an owner accepts a residential contractor's offer to inspect the residential building, the owner shall notify the contractor of that acceptance within fourteen days. After accepting the offer to inspect, the owner shall allow the contractor reasonable access to the building during normal working hours. The contractor shall inspect the building within fourteen days after the owner accepts the offer. The contractor shall take reasonable measures to determine the nature and cause of the construction defects and the appropriate remedy. The measures the contractor takes may include, but are not limited to, testing.

(B) Within ten days after a residential contractor conducts an inspection as described in this section, the contractor shall provide the owner with one of the following:

(1) A written offer to remedy the defects at no cost to the owner. The offer shall be accompanied by an inspection report, a prediction of the additional construction work necessary to remedy each defect, and a timetable for completing the work necessary to remedy the defects.

(2) A written offer to settle the claim;

(3) A written statement asserting that the contractor does not intend to remedy the defects.

(C) An owner has complied with this chapter and may commence arbitration proceedings or file a dwelling action without further notice to the contractor if any of the following occur:

(1) The contractor does not inspect the property within fourteen days after the owner accepts the offer to inspect.

(2) Following an inspection, the contractor does not provide a written response.



- (3) The contractor responds that the contractor does not intend to remedy the defects.
- (4) The contractor fails to remedy the defects in the manner the contractor describes or within the timetable the contractor provides.
- (D) If a residential contractor makes or provides for repairs or replacements to remedy a construction defect, the contractor may take reasonable steps to document the repair or replacement and to inspect the repair or replacement or have it inspected.
- (E) If an owner accepts an offer that a residential contractor makes in compliance with this chapter to compromise and settle the claim, to remedy the defects, or to settle the claim and the contractor fulfills that offer in compliance with this chapter, the owner is barred from bringing a dwelling action or commencing arbitration proceedings for the claim.