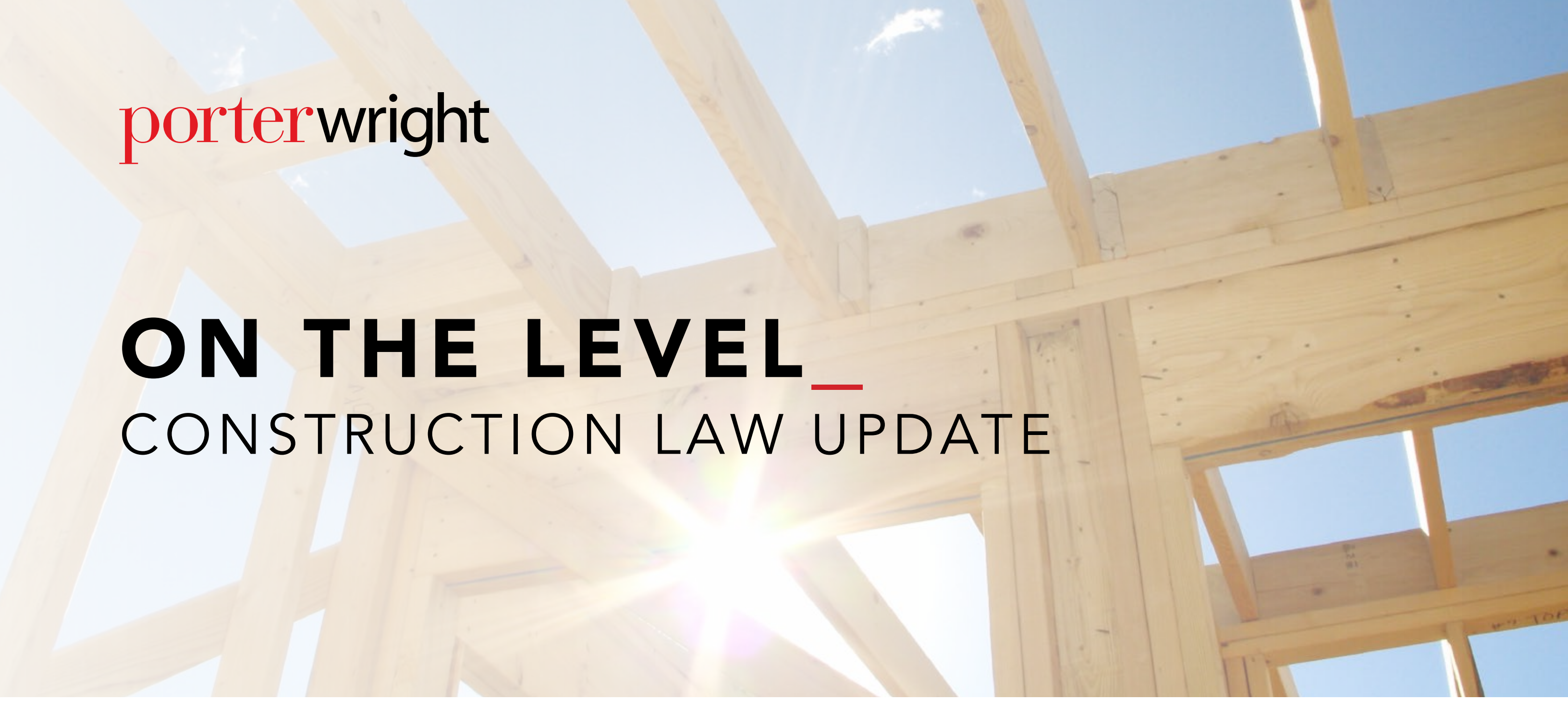

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ON THE LEVEL_

CONSTRUCTION LAW UPDATE

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Two years after H.B. 50: Time is running out on many Ohio consumer claims

The date Sept. 20, 2026, marks an important deadline for Ohio residential construction disputes. Two years ago, Ohio House Bill 50 changed the legal framework governing many residential construction projects by expanding the Home Construction Service Suppliers Act (HCSSA) to cover certain remodeling, repair, and renovation projects. As a result, many projects that previously could have been subject to the Ohio Consumer Sales Practices Act (CSPA) now fall under a different statutory scheme.

Under R.C. 1345.10(C), an affirmative CSPA action generally must be brought within two years after the occurrence of the alleged violation. Accordingly, subject to limited statutory exceptions, by Sept. 20, 2026, the ordinary limitations period will have expired for CSPA violations arising from residential construction transactions occurring before H.B. 50 took effect.

What H.B. 50 changed

Before H.B. 50, Ohio courts often treated new-home construction and remodeling projects differently for consumer-protection purposes. The HCSSA generally governed new residential construction, while qualifying repairs, remodeling, improvements, and renovations to existing homes could fall under the CSPA. That distinction was significant because the CSPA carries the potential for an award of treble damages and individual liability for owners or officers who personally participate in a CSPA violation, without the need to pierce the corporate veil. H.B. 50 expanded the HCSSA to now encompass certain work done to existing residential structures. Specifically, for a qualifying home construction service contract exceeding $25,000, the HCSSA now generally applies instead of the CSPA.

The CSPA as not disappeared

The approaching two-year anniversary should not be mistaken for the end of CSPA exposure in residential construction. The HCSSA applies only to qualifying home construction service contracts exceeding $25,000. Residential repair, remodeling, and improvement projects valued at $25,000 or less may still fall within the scope of the CSPA. For those transactions, the CSPA's two-year limitations period continues to apply.

That exposure can arise from more than allegations of defective or incomplete work. The CSPA and its implementing regulations—which are designed to protect consumers against unfair, deceptive, or unconscionable practices—contain numerous technical requirements that are easy to overlook and, in some circumstances, can create independent statutory violations. For example, depending on the transaction, Ohio law may require specific cancellation-right language and detachable cancellation forms, particular disclosures concerning estimates or repairs, and written receipts containing specified information for initial and subsequent partial payments.

Those requirements matter because certain CSPA violations can entitle a consumer to recover three times the actual economic damages or $200 (per violation), whichever is greater. So, what may appear to be a minor documentation or procedural issue can create statutory exposure independent of a traditional claim that the work itself was defective.

This is particularly important for contractors who perform projects at different price points: a larger renovation may fall under the HCSSA, while a smaller project for a different customer may remain subject to the CSPA. In other words, the applicable statutory framework—and the documentation required to comply with it—can change from one project to the next.

An expired CSPA claim does not mean no liability

The expiration of a CSPA claim does not necessarily end a construction dispute. For example, Ohio currently provides a six-year limitations period for written contract claims, and private HCSSA claims are likewise generally subject to a six-year limitations period. An owner may therefore still have a timely breach-of-contract or HCSSA claim even after the CSPA claim is time-barred.

H.B. 50 also did not eliminate statutory obligations for larger residential projects. The HCSSA contains its own detailed requirements governing covered contracts. For instance, a written contract must contain specified information about the parties, project, timing, costs, and other terms. A home construction service supplier must also maintain at least $250,000 in general liability insurance, and the contract must include a copy of the supplier's certificate of insurance showing that coverage. The statute also regulates estimates and excess costs. Violations can carry meaningful statutory remedies and, for knowing violations, attorney's fees.

The practical lesson is that the applicable statutory framework—and the required contract documents and procedures—can change depending on the timing, type, value, and purpose of the project. Contractors, particularly those performing projects at different price points, should consider having their contracts and related forms reviewed for compliance with the statute governing each type of work. A targeted review can identify technical requirements and sources of statutory exposure that may not be apparent from a traditional contract review alone.

For more information, please contact Ilana Linder or any member of Porter Wright's Construction Practice Group.