

New-House Warranties in the Tri-State

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All new-house warranties are meant to safeguard the buyer of a new house against structural problems for a specified period, their coverage diminishing with time. Warranties, however, differ in their coverage from state to state, as dictated by statutory law. The tri-state area best demonstrates the varying extents of new-house warranties. By reading the following article, you can find out which state offers the best deal, or more specifically, the most extensive one.

New York

Section 777 of New York's Business Law provides for an "implied warranty" of six years for new homeowners, which also gives builders the freedom to amend it with the buyer's consent. This warranty tacitly necessitates that a house be non-defective, i.e., its workmanship and materials are adapted to the relevant building code, for one year after sale.

On the second year of the warranty, it covers problems with cooling, electrical, heating, and ventilation systems and actual physical damage to the foundation of the house that could render it a health hazard or less than inhabitable. On the third to the sixth year, only material defects are covered.

Worth noting is the fact that New York has no official procedure for handling claims, as well as subsidizing these. Furthermore, New York builders are at liberty to do the following: make a deal with buyers to alter the implied warranty; convince the buyer to repudiate the implied warranty altogether; replace the statutory warranty with their own; or at times, impose a limit by which they can be held accountable.

Indeed, given this much leeway, the builder is apt to be obstinate where his warranty duties are concerned. Hence, the only means for a homeowner to make the resistant builder to comply is to bring suit against the builder.

Connecticut

Connecticut law accords buyers a one-year warranty, its extent depending on what conditions the buyer's lawyer is able to squeeze into the contract. This warranty assures the buyer that the house was built with quality materials and has met or exceeded minimum construction standards.

Furthermore, the said warranty is irrelevant to problems covered during an inspection by the buyer. Truly, a homeowner in Connecticut is in dire need of a good lawyer who has the cunning to insert a warranty that is amenable to the homeowner and the builder as well.

New Jersey

Basic to new single-family houses and condominiums in New Jersey is a ten-year warranty. In order to obtain a certificate of occupancy, builders in this state must submit a receipt for a fully paid ten-year new-home warranty containing statutory terms. This warranty can be bought from New Jersey's New Home Warranty Program or from a state-certified private warranty company that should offer the same coverage.

As in New York, New Jersey warranties decrease over time. On the first year, it covers defects relating to new construction. On the second year, constructional defects and faulty cooling, electrical, heating, plumbing, and ventilation systems are covered. On the third to the tenth year, only considerable constructional defects brought about by actual physical damage are covered (excludes driveways, sidewalks, pools, and detached structures like garages and sheds).

Unlike New York or Connecticut, however, New Jersey has a process for making claims. If the homeowner files the claim during the first two years of the warranty, the Bureau of Homeowner Protection sends out an arbitrator who will meet with the homeowner and the builder to ascertain the validity of the claim. If the arbitrator, whose decisions are binding, deems the claim valid, the state will order the builder to make the necessary repairs. If the builder declines, he/she may be banned from the construction of new homes in the state. If the claim is made on the third to the tenth year, the builder has no obligation to make repairs. A claims adjuster will examine the validity of the claim and if it is, the adjuster will grant the owner permission to hire a repairperson.

In the event that the builder has closed business, is bankrupt or is simply uncooperative, New Jersey's New Home Warranty Program will provide funding, pumped up by fees paid by the builders to the state for warranties.