**Q: I constructed and sold a home in 2016 and the buyer’s one-year warranty recently expired. I have gone “above and beyond” to accommodate all post-sale issues, down to paint touch-up and other minor items that appear in most projects. Despite my efforts, the buyer sued me for supposed construction defects. Is there anything I can do other than fight the lawsuit in court?**

A: Yes, contractors in Georgia may take advantage of a law known as the “Georgia Right to Repair Act.” This law imposes a specific procedure upon homeowners who intend to sue their contractor for single family home construction defects and, in some cases, construction defects in apartment buildings and similar dwellings. The benefit of this law to a contractor is that it offers an opportunity to settle a defect claim before the homeowner files suit and also to limit the contractor’s potential damages in the event of a lawsuit.

The mandatory procedure under this law proceeds as follows:

* The homeowner must provide written notice to the contractor of all of the supposed defects and must specifically cite to the Right to Repair Act.
* After receiving that written notice, the contractor has thirty (30) days to do one of the following: (1) offer to settle the homeowner’s claim by paying money, making repairs, or a combination of both; (2) propose to inspect the supposed defects; or (3) reject the homeowner’s claim outright.
* If the Contractor makes an offer to settle, the homeowner must either accept or reject the offer within 30 days. An offer that the homeowner does not respond to within 30 days is deemed accepted.
* If the contractor chooses to inspect the defects, it must make an offer in writing to settle, repair, or reject the homeowner’s claim outright within 14 days of the inspection.
* If the contractor rejects the homeowner’s claim, the contractor must explain the reasons for such rejection and the homeowner is free to pursue a lawsuit.
* In the event that a homeowner ignores these requirements and files a lawsuit, the contractor is entitled to “stay” or pause the lawsuit until this procedure is completed.

Additionally, nothing in the Right to Repair Act prevents the homeowner from making repairs before invoking the Act. Georgia Courts have indicated that, where a homeowner makes repairs before sending a Right to Repair Act demand, the homeowner may still pursue a claim against the contractor, and any repairs would only affect the amount of damages the homeowner can recover.