

Inspection Checklist: Home Improvement Contractors and Salespersons

Do you sell or perform home improvement work in New York City?

Use this checklist to avoid violations. For your convenience, each Requirement includes the relevant section of law and/or rule, so you can refer to it for more information. The KEY below describes the legal citations and symbols used in this checklist.

KEY
NYC Code: NYC Administrative Code
RCNY: Rules of the City of New York
§: Section

Requirement	Do you meet this requirement?
Licenses	
1 If you perform or offer to perform home improvement work on private residences in New York City, you must have a DCA Home Improvement Contractor license. Tip: All subcontractors you use must have a DCA Home Improvement Contractor license. NYC Code §20-387	<input type="checkbox"/> Yes
2 If you sell or solicit home improvement work in New York City, you must have a DCA Home Improvement Salesperson license. Tip: All Home Improvement Contractors must have at least one licensed Home Improvement Salesperson. NYC Code §20-387	<input type="checkbox"/> Yes
Required for Home Improvement Contractors:	
3 DCA's combined license and complaint sign must be posted where all customers can see it or shown to a consumer upon request. 6 RCNY §1-03(a)	<input type="checkbox"/> Yes
Contracts and Estimates	
4 You must provide a written estimate to a consumer who requests it. NYC Code §20-395	<input type="checkbox"/> Yes
5 The agreement between you and the consumer for home improvement work must be in writing and must be signed by the consumer and the contractor or salesperson. Tip: You must provide a copy of the signed contract to the consumer before performing any work. Tip: All change orders to the contract must be in writing and signed by the contractor or the salesperson and the consumer. The change order must include the cost of the additional work, the new contract price, and the date when payment is due. Tip: Use DCA's Home Improvement Estimate and Final Contract available at nyc.gov/BusinessToolbox 6 RCNY §2-221(a)	<input type="checkbox"/> Yes

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<p>6 The contract you give the consumer must be legible and in plain English.</p> <p>Tip: If you negotiate the contract in a language other than English, you must provide the consumer with a copy of the contract in both English and the language you used to negotiate the contract.</p> <p>6 RCNY §2-221(a)</p>	<input type="checkbox"/> Yes
<p>7 The contract must contain the following:</p> <ul style="list-style-type: none"> • Date of the contract • Home improvement contractor's name • Home improvement contractor's office address • Home improvement contractor's telephone number • Home improvement contractor's DCA license number • Home Improvement salesperson's DCA license number <p>6 RCNY §2-221(a)(1)</p>	<input type="checkbox"/> Yes
<p>8 The contract must include the dates when the contractor expects to begin and substantially complete the work.</p> <p>Tip: If you and the consumer have agreed that a definite completion date is of the essence, you must note this in the contract.</p> <p>6 RCNY §2-221(a)(2)</p>	<input type="checkbox"/> Yes
<p>9 The contract must include a description of the work to be performed.</p> <p>6 RCNY §2-221(a)(3)</p>	<input type="checkbox"/> Yes
<p>10 The contract must include a description of materials and appliances, including make and model number, that the contractor will provide.</p> <p>Tip: The contract must list the price you and the consumer agree upon for the work and materials.</p> <p>6 RCNY §2-221(a)(3)</p>	<input type="checkbox"/> Yes
<p>11 The contract must provide notice to the consumer that the contractor or subcontractor who performs work and is not paid may have a claim against the consumer which may be enforced against the property.</p> <p>6 RCNY §2-221(a)(4)</p>	<input type="checkbox"/> Yes
<p>12 The contract must include a notice to the consumer that in accordance with subdivision 4 Section 71-a of New York State's Lien Law, the contractor is legally required to deposit all payments received prior to completion of work and that, in lieu of such deposit, the contractor may post a bond or Contract of Indemnity with the consumer guaranteeing the return of the payments or application of the payments to the purpose of the contract.</p> <p>6 RCNY §2-221(a)(5)</p>	<input type="checkbox"/> Yes
<p>13 If the consumer is going to pay in installments as work progresses, the contract must include a schedule of payments with the amount to be paid upon the completion of specific work.</p> <p>6 RCNY §2-221(a)(6)</p>	<input type="checkbox"/> Yes
<p>14 The contract must include all guarantees and warranties.</p> <p>6 RCNY §2-221(a)(7)</p>	<input type="checkbox"/> Yes

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<p>15 The contract must include your agreement to give the consumer a copy of the “Certificate of Workers’ Compensation Insurance” before beginning work.</p> <p>Tip: Information on exemptions from holding workers’ compensation insurance is available on the New York State Workers’ Compensation Board website: http://www.wcb.ny.gov/</p> <p>Tip: If you got an exemption from the requirement for workers’ compensation insurance, you must give the consumer a copy of the Certificate of Attestation of Exemption from the New York State Workers’ Compensation Board.</p> <p>6 RCNY §2-221(a)(8)</p>	<input type="checkbox"/> Yes
<p>16 The contract must state that the contractor will obtain all permits for the work.</p> <p>6 RCNY §2-221(a)(9)</p>	<input type="checkbox"/> Yes
<p>17 The contract must include the following statement directly above the signature lines:</p> <p>YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.</p> <p>Tip: This statement must be in boldface, and the font size must be at least 10 point.</p> <p>6 RCNY §2-221(a)(10)</p>	<input type="checkbox"/> Yes
<p>18 You must provide the consumer with a separate Notice of Cancellation form at the time the consumer signs the contract.</p> <p>Tip: The words in the form must be boldface, and the font size must be at least 10 point.</p> <p>Tip: The Notice of Cancellation must be in English and in any other language used to negotiate the contract.</p> <p>Tip: Download a Notice of Cancellation Form, which is located at the end of DCA’s Home Improvement Estimate and Final Contract, at nyc.gov/BusinessToolbox</p> <p>6 RCNY §2-221(b)</p>	<input type="checkbox"/> Yes
<p>19 The contract cannot state that the consumer is waiving, or giving up, any rights or remedies the consumer has under the law.</p> <p>NYC Code § 20-393(13)</p>	<input type="checkbox"/> Yes
Permits	
<p>20 The contractor is required to obtain all necessary permits and certificates of occupancy.</p> <p>Tip: If the home improvement involves plumbing, electrical work, pointing, or home extensions, the contractor may need to obtain a permit from the New York City Department of Buildings (DOB).</p> <p>Tip: Visit DOB’s website for additional information: www.nyc.gov/buildings</p> <p>NYC Code §20-402.1</p>	<input type="checkbox"/> Yes
Payments and Financing	
<p>21 You cannot arrange for financing or help a consumer obtain financing for the home improvement work.</p> <p>NYC Code §20-393(4)</p>	<input type="checkbox"/> Yes

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22	During the course of the work, the contractor cannot use the consumer's payments to pay any expenses that are not directly related to the home improvement.	<input type="checkbox"/> Yes
	6 RCNY §2-223(c)	
Performance of the Work		
23	A contractor cannot perform any of the work in the contract or make any changes to the consumer's property before the three-day cancellation period has passed.	<input type="checkbox"/> Yes
	NYC Code §20-394.1	
24	The contractor cannot perform work that is not in the contract, or is different from the work described in the contract, without the consumer's written consent.	<input type="checkbox"/> Yes
	NYC Code §20-393(1)	
25	The contractor must comply with all New York City building, sanitary, fire, and health laws.	<input type="checkbox"/> Yes
	NYC Code §20-393(6)	
26	You cannot ask the consumer to sign a certificate of completion before the contractor has actually completed the work.	<input type="checkbox"/> Yes
	NYC Code §20-393(12)	
27	The contractor must perform the work skillfully and must complete the work in the contract.	<input type="checkbox"/> Yes
	NYC Code §20-393(11)	
Advertising		
28	Advertising must include the home improvement contractor's DCA license number.	<input type="checkbox"/> Yes
	6 RCNY §2-222(a)	
29	Advertisements cannot make claims that your products or services will result in benefits that are not based on known and provable facts.	<input type="checkbox"/> Yes
	Example: You cannot advertise that the windows you sell or install will reduce energy bills by a certain percentage if this claim is not based on provable facts.	
	6 RCNY §2-222(r)	
Records		
30	Contractors must keep copies of all of their contracts with consumers, and all other documents related to their business, for six years.	<input type="checkbox"/> Yes
	Tip: Contracts that contain guarantees longer than six years must be kept for the entire length of the guarantee.	
	6 RCNY §2-223(b)	