

Repairs Don't Renew Filing Window for Construction Liens

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The Michigan Court of Appeals recently issued an opinion pertaining to the Construction Lien Act that serves as a reminder to contractors to file construction liens within 90 days of completing work or providing materials. The opinion also confirmed that the 90-day filing period is not renewed when a contractor provides repair or warranty work to the project.

In *Stock Building Supply, LLC v. Parsley Homes of Mazuchet Harbor, LLC*, the Court determined that subsequent warranty work or repairs do not constitute improvements under the Act. Thus, repairing original work does not renew the 90-day window to file a lien.

In the case, a subcontractor completed its work furnishing plumbing to a home on September 29, 2006, returned for repairs in December 2006, and then again in May 2007. Each time, the contractor described the repairs as "warranty service calls." The subcontractor was not paid and filed a construction lien on August 23, 2007. The Court found the lien was invalid, because it had been filed more than 90 days after the original work was completed on September 29, 2006.

The subcontractor argued that the 90-day filing period had not commenced until May, 2007, because its repair work qualified as "improvements." The Court disagreed, stating that the repairs to the original work did not constitute improvements as required under the Construction Lien Act. Thus, the 90-day filing period began when the contractor completed the plumbing work in September 2006, and not when the contractor returned to repair its original work. The ruling should serve as a reminder that the 90-day filing period for a lien starts on the last day that the labor and materials are furnished, and does not restart if repairs are made.

If you have questions about construction liens or any other construction-related matter, please contact David Whitfield (616.752.2745 or dwhitfield@wnj.com) or any other member of the Construction Law Group at Warner Norcross & Judd.