

**ARLINGTON COUNTY CODE**

**Chapter 51**

**HOME IMPROVEMENT**

- § 51-1. Short Title.**
- § 51-2. Definitions.**
- § 51-3. Licenses.**
- § 51-4. Bond Requirement.**
- § 51-5. Penalties.**
- § 51-6. Salesmen.**
- § 51-7. Contract Requirements.**
- § 51-8. Miscellaneous Provisions.**

**§ 51-1. Short Title.**

This chapter shall be known and may be cited as the "Home Improvement Chapter of Arlington County, Virginia."  
(7-1-75)

**§ 51-2. Definitions.**

For the purpose of this chapter, words used in the present tense include the future; words in the singular number include the plural number and vice-versa; the word "shall" is mandatory and not directory; the following phrases and terms shall have the following meanings unless the context clearly indicates otherwise.

"County Manager" means the County Manager of Arlington County, or any of his designees.

"Contract" means any written agreement executed after May 1, 1975, to perform home improvement work in return for payment.

"Contract buyer" means any person who offers payment in return for a promise to perform home improvement work; provided that such person is not himself a home improvement contractor.

"Contractor" means any person who engages or offers to engage in the home improvement business in Arlington County, whether full-time or part-time.

"Home improvement business" means the contracting for and/or providing material and labor for repairs, improvements and additions to and construction of residential buildings and structures accessory thereto, where any payment of money or other thing of value is required. This shall not include installation of any appliance, material or equipment not made a part of the real property and shall not include wallpaper or landscaping work or the application of paint; except that it shall include the application of paint or spray material when applied to roofing or asphalt paving; nor shall it include work done by contractors defined as electrical, plumbing, or HVAC contractors under the Virginia Board for Contractors Rules and Regulations (§ 18 VAC 50-22-20 Definition of license/certificate classification) as they may be amended from time to time who are duly licensed as such under Code of Virginia Title 54.1 Chapter 11.

"Licensing authority" means that County agency designated by the County Manager as the duly authorized administrative and enforcement officer of this chapter.

"Person" means any individual, firm, corporation, association or partnership.

‘Thing of value’ means any valuable consideration and shall include, but not be limited to, cash, promissory notes, installment contracts, or other written promises to pay, chattel mortgages or deeds of trust; provided that the term "payment of money or other thing of value" shall not include the promise to pay embodied in the contract itself.

(7-1-75; 12-8-79; Ord. No. 99-3, 1-23-99; Ord. No. 99-4, 2-20-99)

**§ 51-3. Licenses.**

A. *Requirement for a license.* No person shall engage in business as a home improvement contractor unless he has a license issued in accordance with this chapter.

B. *Application for a license.*

1. An application for a license to engage in business as a home improvement contractor shall be made in such form and detail as the licensing authority shall prescribe and which will enable the licensing authority to make a determination as to the qualifications of the applicant. Every application shall be affirmed as true by the applicant, and shall specify the individual and the address of the individual on whom notices may be served pursuant to this chapter.

An applicant, officer or employee of an applicant for a home improvement contractor's license shall submit to an examination designed to test his knowledge of the requirements of the home improvement ordinance and qualifications to engage in work as a home improvement contractor in the area of his specialty. Every licensee shall, at all times, have a person who has successfully passed the examination, in direct charge of supervising all of its home improvement contracting business. The licensing authority may recognize on a reciprocal basis jurisdictions whose competence examination requirements are equivalent. The building contractor's exam given as part of the licensing requirements for the state Class B license shall be deemed equivalent to the Arlington County structural exam.

2. Licenses shall be granted unless one (1) or more of the following facts are found to exist and, even if facts No. a, b and c exist, the license shall be granted if the applicant produces satisfactory evidence that the applicant will perform its home improvement contracts notwithstanding the existence of such facts:
  - a. That the applicant has failed to pay financial obligations, that were outstanding during the two (2) year period prior to filing of the application, or that the applicant is financially insolvent.
  - b. That the applicant has had a license similar to the license provided for by this chapter suspended or revoked by the State of Maryland, the State of Virginia, or any political subdivision of either, or the District of Columbia within the three (3) year period prior to the filing of the application.
  - c. That the applicant has in the three (3) year period prior to filing of the application been found guilty of fraudulent or dishonest dealing in the home improvement business in the State of Maryland, the State of Virginia, or any political subdivision of either, or in the District of Columbia.
  - d. That the applicant has made a material misstatement in the application for a license.
  - e. That the applicant has failed to make available to the licensing authority such information as is requested for the purpose of determining if the applicant is entitled to a license.
  - f. Neither the applicant nor an officer or employee has successfully passed an examination to determine the qualifications to engage in work as a home improvement contractor.

C. *Documents in support of application.* Application for a license shall be accompanied by:

1. A copy of the contract forms to be used by the contractor, which shall be in accordance with the provisions of § 51-7 below, and which shall be approved by the licensing authority. Such contract shall comply in all respects with this chapter and any other applicable law. The applicant may also submit for "approval" by the licensing authority a form to be used as an "emergency waiver" of the three (3) day waiting period established in § 51-7.B of this Code.
  2. If the applicant is a nonresident of the Commonwealth of Virginia, a designation by name and address of a person who is a resident of the Commonwealth of Virginia, and who, by a signed and notarized statement, agrees to be the statutory agent of the applicant, to accept service of process, notices, summons or other legal notices upon said statutory agent, which, when duly made, shall constitute sufficient foundation for a personal judgment against the applicant, when the other requisites therefore exist. Said statutory agent shall notify the licensing authority in writing of any change in his address or any change in the conditions of his agreement to act as agent for the applicant.
  3. A nonrefundable twenty-five dollar (\$25.00) investigation and processing fee.
  4. Evidence satisfactory to the licensing authority that the operations proposed to be conducted by such applicant under the authority of the license for which application is made will be covered by public liability and property damage insurance for the full period of the license. Such insurance shall be cancellable only after thirty (30) days notice to the licensing authority, and shall provide a minimum limit of liability of fifty thousand dollars (\$50,000.00) in the aggregate for death of any one (1) person in any one (1) occurrence, one hundred thousand dollars (\$100,000.00) in the aggregate for more than one (1) person in one (1) occurrence, and ten thousand dollars (\$10,000.00) property damage in any one (1) occurrence.
- D. *Denial of application.* When a license is denied, the applicant shall be entitled to a written statement setting forth the reasons for denial, and shall be entitled to appeal the decision of the licensing authority under the procedure set out in § 51-5(3) below.
- E. *License term and issuance; identification card.*
1. Upon approval of the application for a license, or renewal of a license, the licensing authority shall issue a license in such form and size as he deems appropriate, and said license shall show on its face that it is valid for one (1) year from date of issuance.
  2. The licensing authority shall prepare and issue to each licensee an identification card which shall certify that the person whose name appears thereon is a licensed home county of any work performed by a licensee under this improvement contractor. Each license shall carry on his person his identification card, and shall display such card upon the request of any contract buyer, prospective contract buyer, or other person with whom such licensee may deal in connection with carrying on his activities as a contractor.
  3. The fee for issuance of a license, or a renewal, shall be fifty dollars (\$50.00).
  4. The license and identification card shall bear a warning in the nature of a disclaimer of any implied warranty by the County of any work performed by a licensee under this chapter.
  5. The licensing authority shall keep records of all licenses issued, suspended or revoked. These records shall be open to the public for inspection during regular business hours.
  6. Upon request by a bona fide licensee and upon the receipt of a fee of one dollar (\$1.00) for each duplicate, the licensing authority shall issue to such licensee duplicate copies of the identification card. It shall be unlawful and constitute a misdemeanor for anyone in possession of such a

duplicate identification card to represent that he or she is a licensee or representative of a licensee if such permission to use the identification card has not been granted by the licensee.  
(7-1-75; 12-8-79; Ord. No. 99-3, 1-23-99; Ord. No. 99-4, 2-20-99)

**§ 51-4. Bond Requirement.**

A. Each applicant for a home improvement contractor's license shall file with the licensing authority a surety bond or other security as approved by the County Attorney in the sum of ten thousand dollars (\$10,000.00) payable to the County of Arlington. Each such bond shall be in a form approved by the County Attorney and shall be from a bonding company licensed to do business in the Commonwealth of Virginia, and shall be kept in force during the entire license period or the license shall be invalid.

B. Bonds shall be conditioned upon the observance by the licensee of all statutes, ordinances or regulations in force in Arlington County which relate, directly or indirectly, to the conduct of the licensee's home improvement business.

C. Bonds shall also be conditioned to indemnify and save harmless any contract buyer from any expense or damage that may result to him from:

1. Licensee's violation of any statute, ordinance or regulation in force in Arlington County which relates, directly or indirectly, to the conduct of the licensee's home improvement business; or
2. Licensee's performance of any home improvement work in a negligent or otherwise defective manner; or
3. Licensee's default, or other material breach in the conduct of the home improvement work.

D. Any person aggrieved by any act of the licensee in violation of the conditions of the bond shall have, in addition to his right of action against the licensee, a right to bring suit against the surety on the bond, and to recover, in an amount not exceeding the amount of the bond, any damages sustained by reason of any act of the licensee which is in violation of the conditions of the bond.

E. Any security deposited pursuant to this section shall be retained by the licensing authority for one (1) year after the expiration of the license in connection with which such security was deposited and if the licensing authority is notified in writing that a suit has been filed against any such licensee as a result of which a judgment may be payable out of such security, until such time as such suit has been reduced to judgment and the period for filing an appeal from such judgment has expired until the suit is otherwise disposed of.

F. Nothing in this section shall be construed to impose upon the surety on any such bond a greater liability than the total amount thereof, or the amount remaining unextinguished after any prior recovery or recoveries.

(7-1-75; Ord. No. 82-6, 2-27-82)

**§ 51-5. Penalties.**

A. *License suspension or revocation; denial of application for renewal of a license.* No licensee, nor any agent of any licensee, shall engage in any of the following acts or practices, the commission or which shall be cause for suspension or revocation of a home improvement license, or for denial of an application for renewal thereof, in addition to any other penalties provided at law.

1. Willful failure or refusal to comply with the provisions of any statute, ordinance or regulation in force in Arlington County which relates, directly or indirectly, to the conduct of the licensee's home improvement business.
2. Use of any substantial willful misrepresentation in the procurement of a contract for home

improvement work, or making any false promise likely to influence, persuade or induce any person to enter into such a contract.

3. Use of any fraud in the execution of, or in the material alteration of any contract, trust deed, mortgage, promissory note or other document incident to a home improvement contract.
4. Use of false, misleading or deceptive advertising as an inducement to enter into any home improvement contract.
5. Failure to pay judgments, or failure to pay just debts which may result in liens against the homeowner's property.
6. Failure to use, or to complete all relevant parts of the contract forms approved by the licensing authority in connection with the license application.
7. Failure to complete contract work as provided for in contract or contracts.
8. Failure to provide information or records requested by the licensing authority or person or body hearing any appeals pursuant to this chapter when such information or records are being requested for the purpose of determining if a license should be revoked.
9. Use or provision of goods or services which the contractor knows, or reasonably should know, will be ineffective to produce the benefits contracted for; or provision of goods or services the value of which, as measured by the price at which similar goods or services are readily obtainable elsewhere, is grossly inflated.
10. Failure to have all work directly supervised by a person who has successfully completed examination required by § 51-3.B.1.

B. *Notice of suspension, revocation or denial of application for renewal of a license.*

1. Whenever the licensing authority receives information that a licensee may be guilty of acts which constitute grounds for suspension or revocation of a license or for denial of an application for renewal of a license, he shall investigate such matter. If the licensing authority determines that probable grounds exist for suspension or revocation of a home improvement contractor's license or for denial of an application for renewal, he shall cause written notice of the impending action to be served on the licensee, which shall include the following:

- a. *Statement of facts.* It shall state generally the facts which constitute the basis for the possible action.
- b. *Designation of violation.* It shall specify, where applicable, each of the sections of this chapter or other laws which are alleged to have been violated or not complied with.
- c. *Hearing procedure.* It shall recite the procedure which the licensee may follow in order to have a hearing prior to the action's taking effect, the time within which such request for a hearing may be filed, which in no event may be later than fifteen (15) days of the mailing of the notice, and the effective date of the denial, suspension or revocation in the event no hearing is requested.
- d. Such notice shall be deemed properly served when a copy is personally served on the licensee or when a copy is sent by certified mail, postage prepaid, to the address on the license application.

C. *Hearing procedure.* The licensee shall, if he requests a hearing, appear at the time and place specified in the notice for a hearing which shall in no event be later than thirty (30) days of the actual receipt by the

licensing authority. The licensee shall be advised of the evidence which tends to establish the grounds for suspension, revocation or denial of a renewal, and the licensee shall be given the right to question any person giving information, and shall have the right to present such information or records as it desires. The hearing shall be conducted by the licensing authority, and the procedure shall be informal.

D. If the licensing authority determines from the information and records available that satisfactory evidence exists of one or more of the facts specified in subsections 51-5.A.1 through 51-5.A.9, it shall suspend, revoke or refuse to renew the license. The decision as between revocation and suspension shall be based upon the facts and circumstances surrounding the violation. The period of suspension shall be for such time from ten (10) to one hundred eighty (180) days, as the licensing authority, in its discretion, determines.

E. When a license is revoked or suspended or renewal of a license is not granted, the reasons for such action shall be stated in writing and a written notification of such action shall be personally served on the licensee or sent by certified mail, postage prepaid, to the address on the license application. The action of suspension or revocation shall be effective at 12:01 p.m. on the third business day following the day when the written statement provided for herein is signed by the licensing authority or at such time as the licensee is personally served with a copy of the statement provided for herein, whichever is earlier.

1. Personal service of notices pursuant to this section may be served by delivery to the individual named by the licensee in its application, and if the individual is not at the address specified in the application, the notice may be posted on the front door of the structure located at the address for the individual which is listed in the licensee's application.
2. *Appeals.* Appeal from denial, suspension or revocation of a license, after a hearing provided for in § 51-5.C, shall be to the Building Code Board of Appeals which may affirm, modify or reverse the decision of the licensing authority. A party making such appeal must file his appeal within ten (10) days of the denial, suspension or revocation.

F. *Penalties for violations.* It shall be unlawful and constitute a misdemeanor for any person to conduct a home improvement business without first having a valid and nonsuspended license as required by this chapter. Each day any person shall continue to violate the provisions of this chapter shall constitute a separate offense.

(7-1-75)

#### **§ 51-6. Salesmen.**

*Act of salesman considered act of contractor.* For the purposes of this chapter, the act or omission by any salesman or other agent of a home improvement contractor, while acting or purportedly acting on behalf of the contractor, which act or omission is in violation of this chapter or is cause for denial, suspension, or revocation of the contractor's license, shall be considered the act of the contractor by whom such salesman or agent is employed, or for whom he purported to act, if such contractor approves the act, or, after actual notice of the act or omission, retains the benefit, proceeds, profit or advantage accruing from the act or omission or otherwise ratifies it.

(7-1-75)

#### **§ 51-7. Contract Requirements.**

A. *Contract to be in writing.* All agreements to perform home improvement work involving a payment greater than fifty dollars (\$50.00) shall be in writing, and executed in triplicate using the contract form submitted by the home improvement contractor in connection with his application for a license, which form shall set forth fully and completely the agreement between the parties, and shall be signed by the contractor or his agent. In lieu thereof, the contractor may use a contract form substantially in compliance with a form prescribed by the licensing authority.

It shall be unlawful for a home improvement contractor to cause or permit any contract or other document relating to the performance of home improvement work to be signed by the contract buyer before all blank spaces

are filled in with easily legible writing, and such contractor or agent has submitted to the contract buyer the completed contract and other documentation and given him a reasonable opportunity to examine it. The contract buyer shall be given a copy of the contract when both parties have signed all copies of the complete contract, and a copy shall accompany the building permit application when such permit is required for the work involved.

B. *Cooling-off period for certain transactions.*

1. When a contract is made which involves total cost to the contract buyer greater than fifty dollars (\$50.00), or involving an extension of credit to the contract buyer, the contract buyer shall have a right to cancel the contract without penalty until midnight of the third business day after the day on which the contract buyer signs the contract unless the contract buyer waives this right in accordance with § 51-7.B.3. Cancellation shall be effected by the buyer giving or mailing written notice of cancellation to the seller at the seller's address which shall be stated in the contract.
2. No contract subject to cancellation by the contract buyer under the terms of § 51-7.B.1 shall be assigned until after midnight of the third business day after the day on which the contract buyer signs the contract.
3. The contract buyer may waive his right to cancel under § 51-7.B.1 if he desires immediate performance of the contracted-for home improvement work, and if the contract buyer makes a written request in a dated writing, personally signed by him, which expressly states that the buyer understands that he is waiving his right to cancel the contract under § 51-7.B.1. Such a waiver may be on a form supplied by the contractor if that form has been approved by the licensing authority as provided in § 51-3.C.

C. *Required contract terms.* All home improvement contracts shall include the following:

1. Name, address and license number of the contractor, and the name of any agent who solicited or negotiated the contract.
2. The approximate dates when the work will begin and be substantially completed.
3. A description of the work to be done, and description of the materials to be used and the agreed consideration for the work.
4. The number and due date of all payments and amount of each payment stated as a sum in dollars which shall include all finance charges. In the alternative, the contract may include a statement of terms which meet the standards of the Federal Truth in Lending Act (Consumer Credit Protection Act).
5. A description of any collateral security taken or to be taken for the contract buyer's obligation under the contract.
6. The following statement, in boldface type, no smaller than ten (10) point:  
  
“WARNING  
  
The contract hereby expressly warrants that all home improvement work done pursuant to this contract shall be of workmanlike quality, and shall be in accordance with all applicable building codes.  
  
The contractor further warrants that all materials and supplied equipment shall be of merchantable quality, and shall be fit for the particular use for which they are intended.”
7. Final payment shall not be required until final approval is obtained from the Inspection Services

Department if the work involved required a building permit.  
(7-1-75)

**§ 51-8. Miscellaneous Provisions.**

A. *Administration and enforcement.* The administration and enforcement of this chapter shall be the duty of the licensing authority who is hereby authorized to take such actions, including the promulgation of rules and regulations, as may be reasonably necessary to enforce its provisions. Such persons may be appointed and authorized as assistants, or agents of the licensing authority as may be necessary to carry out the provisions of this chapter. The licensing authority is hereby authorized, whenever he may have reason to suspect that violations of this chapter have taken or are taking place, to require the production of books of accounts, contract agreements, financial statement or other records which relate to the home improvement business.

B. *Compliance with County Code.* Nothing in this chapter shall be construed to exempt any licensee from compliance with all other applicable provisions of the County Code. Home improvement contractors shall be responsible that required permits are obtained, that the laws of the County and state are complied with, and that all work is performed in accordance with the conditions and terms of such permits.

The Inspection Services Department shall not issue a building permit for home improvement work to a contractor who does not have a current home improvement contractor's license issued in accordance with the requirements of this chapter.

C. *Inapplicability of chapter to certain persons.* Nothing in this chapter shall apply to any person performing home improvement work on a building of which he is the bona fide owner to the extent such person is exempted from licensing requirements by § 54.1-1101 of the Code of Virginia or to contractors licensed by the Commonwealth of Virginia in accordance with Title 54.1 Chapter 11 of the Code of Virginia and exempted from local licensing by Title 54.1, Chapter 11, as it may be amended from time to time.

D. *Severability.* Should any clause, sentence, paragraph or part of this chapter or the application thereof to any person or circumstance, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter or the application of such provisions to other persons or circumstances, but shall be confined in its application to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which said judgment shall have been rendered, and to the person or circumstance involved.

E. *Conflict of chapter.* In any case where a provision of this chapter is found to be in conflict with any other provision of the Arlington County Code existing in the effective date of this article, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail in any case where a provision of this chapter is found to be in conflict with any other provision of the Arlington County Code existing on the effective date of this chapter which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this chapter shall be deemed to prevail, and such other provisions are hereby declared to be repealed to the extent that they may be found in conflict with this chapter.  
(7-1-75; Ord. No. 99-3, 1-23-99; Ord. No. 99-4, 2-20-99)