

ORDINANCE NO. 2482

AN ORDINANCE to amend and reordain Chapter 17B of The Code of the City of Alexandria, Virginia, 1963, as amended; which Chapter 17B relates to HOME IMPROVEMENT.

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Chapter 17B of The Code of the City of Alexandria, Virginia, 1963, as amended, be and the same hereby is amended and reordained to read as follows:

CHAPTER 17B.

HOME IMPROVEMENT.

Sec. 17B-1. Title.

This chapter shall be known and may be cited as the Home Improvement Code of the city.

Sec. 17B-2. Definitions.

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purposes of this chapter, have the meanings indicated in this section.

Building official. The executive in charge of the department.

Business of home improvement. The contracting for and/or providing labor and material or labor only for repairs, improvements or additions to residential buildings or structures accessory thereto where any payment of money or other thing of value is required.

Contract buyer. Any person who has an ownership or leasehold interest in residential property and who offers payment of money or other thing of value in return for a promise to perform or the performance of home improvement work, unless such person is also a home improvement contractor or is otherwise exempt under section 17B-3.

Department. The department of building and mechanical inspections of the City of Alexandria, Virginia.

Home improvement work. The repair, improvement, restoration, alteration, enlargement, replacement, remodeling of or addition to any residential property for payment. It shall also include, but not be limited to, the construction and repair of such residential property as windows, driveways, sidewalks, swimming pools, patios, porches, terraces and garages. Without regard to the extent of affixation, it shall also include the installation of central heating or air conditioning systems, storm windows, insulation, awnings or fire and burglar alarm systems. Home improvement work shall not include:

(a) The construction of a new home building or work done by a contractor in compliance with a guarantee of completion of a new building project; or

(b) The sale of goods or materials by a seller who neither arranges to perform nor performs directly any work or labor in

connection with the installation of or application of the goods or materials.

Home improvement contract. An agreement for the performance of home improvement work in which the contractor is to provide materials and labor or labor only, and the buyer is to pay more than three hundred dollars (\$300.00) in return.

Home improvement contractor. Any person who engages in the business of home improvement, whether full-time or part-time, whether such person is a principal contractor or a subcontractor.

Payment. The transfer, directly or indirectly, of any money or other valuable consideration. It shall include, but is not limited to, the delivery of cash, a promissory note, an installment contract, a chattel mortgage or a deed of trust; but "payment" shall not include the promise to pay as set forth in the contract itself.

Residential property. Any property which contains one or more dwellings or dwelling units and includes all structures accessory thereto.

Valid license. A license that has been properly issued or renewed pursuant to this chapter and is currently not suspended, revoked, expired or otherwise terminated.

#### Sec. 17B-3. Exemptions.

The provisions of this chapter shall not apply to the following:

- (a) Any person or any member of the immediate family of such person who performs home improvement work on residential property of which he or she is a bona fide owner or lessee;
- (b) Any home improvement work performed for an owner or lessee who personally, and not by agent, has signed a waiver of the provisions of this chapter, as to such work, on a form supplied by the department and either in the presence of an officer or an employee of the department or by affidavit on the form;
- (c) Any home improvement work performed for an owner who owns ten (10) or more dwellings and/or dwelling units in the City of Alexandria;
- (d) Any contractor licensed under the provisions of section 54-129.1 of the Code of Virginia (1950), as amended;
- (e) Any contractor who holds a valid master class certificate issued pursuant to the building code of the city and who is acting exclusively within the scope of the certificate;
- (f) Any public service company, its agents, employees and subcontractors; or
- (g) Any subcontractor performing home improvement work under contract with a contractor who is either a licensed home improvement contractor or is exempt from the provisions of this chapter.

Sec. 17B-4. Application for home improvement license; issuance.

(a) A home improvement contractor shall apply for a class 1 or 2 license by completing and submitting an application form supplied by the department. The application and financial statement forms must each contain a notarized affidavit by the applicant that the information supplied on the form is true, correct and complete to the best of the applicant's knowledge and belief. Applicants for a class 1 or 2 license shall pay a fee of thirty dollars (\$30.00). No license shall be issued until each such applicant submits the following documents in support of the application:

(1) A financial statement on a form supplied by the department on which the applicant must disclose his current financial resources and obligations.

(2) A copy of the applicant's proposed contract forms, which shall include, but not be limited to, the provisions required by section 17B-5.

(3) If the applicant is a nonresident of Virginia, a written statement designating a resident of Virginia as agent for service of process and notices of cancellation. Such designated resident agent must be at least eighteen (18) years of age and, if the home improvement contractor is incorporated, such corporation must be licensed to do business in Virginia by the State Corporation Commission and must comply with the registered agent requirements of section 13.1-8, et seq., of the Code of Virginia.

(4) Written evidence that the applicant has minimum liability and property damage insurance in the following amounts: one hundred thousand dollars (\$100,000.00) in the aggregate for the death of any one person in any one occurrence, three hundred thousand dollars (\$300,000.00) in the aggregate for the death of more than one person in any one occurrence and fifty thousand dollars (\$50,000.00) property damage in any one occurrence.

(5) Evidence satisfactory to the department that the applicant for a class 1 license has secured a bond in the amount of five thousand dollars (\$5,000.00) made payable to the City of Alexandria, Virginia, from a bonding or surety company licensed to do business in the Commonwealth of Virginia. The bond shall be conditioned upon the observance by the licensee and his employees of all statutes, ordinances and regulations in force which relate to the conduct of the licensee's home improvement business. The bond shall indemnify and save harmless any contract buyer or other person injured by the licensee's violation of any condition of the bond. Any person aggrieved by a violation of a condition of the bond may proceed in a court of competent jurisdiction against the licensee or surety, or both. Nothing in this section shall be construed to impose upon the surety of any such bond a greater liability than the total amount of the bond or the remaining amount after prior recovery or recoveries by any contract buyer or injured party.

(b) There shall be three (3) classes of licenses that may be issued pursuant to this chapter. They shall be known, designated and provide authority as follows:

(1) Class 1 licenses shall consist of two (2) types:

a. Class 1A--General. This license shall entitle the holder to do home improvement work in general while the license remains valid.

b. Class 1B--Specialty. This license shall entitle the holder to do home improvement work in a limited area of specialty work recognized by the Alexandria Building Code Board of Examiners while the license remains valid.

(2) Class 2 licenses shall consist of: Class 2-- Maintenance and ordinary repairs. This license shall entitle the holder to do no more than three hundred dollars (\$300.00) worth of home improvement work per job, consisting of maintenance or "ordinary repairs" only, as defined by the Uniform Statewide Building Code and as shall be determined by the building official, while the license remains valid.

(3) Class 3 licenses shall consist of: Class 3-- Salesperson. Pursuant to and only after compliance with the provisions of section 17B-6(b) of this Code, this license shall entitle the holder to represent no more than a total of two class 1 or class 2 licensees as a salesperson while the class 3 license remains valid.

(c) The department shall issue a one- (1) year license once the provisions of section 17B-4(a) or 17B-6(b) have been complied with by the applicant, subject only to the grounds for denial of a license set forth in section 17B-8 of this chapter. The license shall clearly identify the licensee, the authority conferred by the license and the expiration date of the license. The license shall bear the following words, or words of similar import: "Notice: The City of Alexandria does not guarantee or provide any warranty whatsoever for any work performed by the licensee." Licenses and/or identification cards may be issued in different sizes and/or colors to help distinguish them from each other.

(d) No class 1 or 2 license shall be issued pursuant to this section to any person under eighteen (18) years of age.

Sec. 17B-5. Home improvement contract requirements.

(a) All home improvement contracts shall be in writing and shall set forth the entire agreement between the parties and shall clearly identify and describe any other document which is incorporated as a part of that agreement.

(b) A home improvement contract shall be signed by the contractor, the salesperson, if any, and the contract buyer. No contractor or salesperson shall cause or permit any home improvement contract or other related document to be signed by the contract buyer until all the blank spaces have been filled in or marked as inapplicable and the contract buyer has been given a reasonable opportunity to examine the completed contract and all related documents.

(c) The contractor shall furnish the contract buyer a legible, fully executed copy of the contract and all related documents at the time the contract is signed. A copy of the contract shall accompany the building permit application whenever a permit is required for the home improvement work. Except for permits issued to those exempt under section 17B-3 of this

chapter, each permit shall list the contractor's home improvement license number.

(d) The contract buyer shall have the right to cancel a contract without penalty until midnight of the third business day from the day on which the contract buyer signs the contract. For purposes of this chapter, Monday through Saturday shall be considered business days. The contract buyer shall cancel by hand delivery, by telegram or a written notice of cancellation to the contractor or his designated agent under section 173-4(a)(3) of this chapter at the address given by the contractor in the contract. Notice of cancellation shall be effective when the telegram is sent, when delivered by hand or when mailed by certified mail as evidenced by postmark. The contract buyer may modify or waive the right to cancel provided:

(1) The home improvement work is necessary to meet a bona fide, immediate emergency of the contract buyer;

(2) The contract buyer has determined that a delay of three (3) business days in performance of the contract work will jeopardize the welfare, health or safety of natural persons or endanger property which the contract buyer owns or for which the buyer is responsible; and

(3) The contract buyer provides to the contractor a separate, dated and signed personal statement describing the situation requiring immediate remedy and modifying or waiving the right to cancel. The use of printed forms for this purpose is prohibited.

(4) If the right to cancel is waived or modified, performance of the contract shall begin before 9:00 a.m. of the final day of the waiver period or the waiver shall be void. It shall be a violation of this section to solicit a waiver of the right to cancel when immediate performance of the contract is not contemplated by the parties or when performance is not to begin by the final day of the waiver period.

(5) When the right to cancel is exercised, the contract buyer is not liable for any finance or other charge, and any security interest becomes void upon such a cancellation. Within ten (10) days after receipt of a notice to cancel, the contractor shall return to the contract buyer any money or property given as down payment or otherwise and shall take any action necessary to reflect the termination of any security interest created under the transaction. When the contractor's obligations under this section have been performed, the contract buyer shall offer to return any property previously delivered to the buyer by the contractor. If the contractor does not take possession of the property within ten (10) days after the offer to return by the contract buyer, the legal ownership of the property shall vest in the contract buyer without obligation on the buyer's part to pay for it, provided the buyer has not done anything to interfere with the contractor's efforts to take possession of it.

(e) No home improvement contract shall contain a waiver of warranties, express or implied, except as provided for in section 17B-5(f)(3)b. All express warranties shall be stated in clear and unambiguous language. The contractor shall furnish the contract buyer with all manufacturers' and suppliers' written warranties covering materials used and equipment furnished under this contract.

(f) Every home improvement contract shall contain a statement that the warranties implied by Virginia state law are not waived, including:

(1) The home improvement work contracted for shall be of a workmanlike quality.

(2) All materials and equipment supplied under the contract shall be of merchantable quality which includes that they shall be fit for the ordinary purposes for which they are used.

(3) a. The home improvements contracted for and the materials and equipment supplied shall be fit for at least one (1) year for the particular purposes for which they are intended.

b. This requirement may be waived by the contract buyer in a signed, dated writing only where the work to be performed is a temporary repair and is not a replacement, remodeling, alteration or addition. The waiver must be a personal, written statement by the contract buyer; the use of a printed form for this purpose is prohibited.

(4) The home improvement work contracted for shall be in accordance with all applicable building codes, city ordinances and state and federal laws.

(g) Notwithstanding or in addition to any other provision of this chapter, every warranty and the disclaimer or waiver of any warranty must comply with all other applicable law.

(h) Contract payments.

(1) Schedule. The home improvement contract may contain a schedule of payments related to the work to be performed.

(2) Payment.

a. The contract buyer shall not be required to make any payment whatsoever, whether scheduled or otherwise, except for a deposit for materials as provided for below, prior to the delivery of materials or performance of labor or services.

b. The contract buyer shall not be required to pay more than ninety percent (90%) of any scheduled payment or of the total contract price until the contract has been completed.

(3) Deposit for materials. A contract buyer may agree to make an initial deposit for materials, but it shall not be for more than one-third (1/3) of the contract price. Such a deposit may only be for materials to be used in the performance of the contract upon which the deposit is made. Furthermore, the parties may agree to include the condition that legal title to the materials shall vest in the contract buyer at the time the deposit is paid.

(i) All home improvement contracts shall include the following information:

(1) The name, address, telephone number and license number of the home improvement contractor;

(2) The name, address, telephone number and license number of the home improvement salesperson, if any;

(3) The name, address, telephone number of the contract buyer and address of the property where the work is to be performed by the contractor;

(4) A reasonably precise description of or the specifications of the work to be performed under the contract, including brand names, colors, grades, styles, quality, quantity, model numbers and other relevant information identifying any appliances, equipment or material to be used or installed;

(5) The specific dates by which time work is to be started and completed although the contract may provide for unforeseeable delays. If dates cannot be met, new deadline dates shall be set specifically related to such delay;

(6) The total price or other consideration to be paid by the buyer, the finance charge, the total scheduled payments and the number, amount and due dates or periods of payments. If payment is to be made in more than three (3) installments, the contractor shall make the disclosures required by federal, state or other laws and regulations. Disclosure shall also be made of any collateral security taken or to be taken for the contract buyer's obligation under the contract. If the contractor intends to assign the contract to a third party, disclosure of intent to assign and the name of intended assignee shall be made. If the contract is one for time and materials, the contract shall state the hourly rate for labor and other terms and conditions affecting the price; and

(7) The following statements in bold type, no smaller than ten (10) point:

WARNING

DO NOT SIGN THIS CONTRACT OR ANY OTHER DOCUMENT UNTIL ALL BLANKS HAVE BEEN FILLED IN OR MARKED AS INAPPLICABLE. DO NOT SIGN ANYTHING UNTIL YOU HAVE READ IT. YOU ARE ENTITLED TO A SIGNED COPY OF THIS CONTRACT AND ALL OTHER PAPERS. YOU DO NOT HAVE TO PAY MORE THAN ONE-THIRD (1/3) OF THE CONTRACT PRICE AT THE TIME THE CONTRACT IS SIGNED AND THEN ONLY AS A DEPOSIT FOR MATERIALS. YOU MAY ALSO PROVIDE FOR LEGAL TITLE TO THE MATERIALS TO VEST IN YOU AT THE TIME YOU PAY THE DEPOSIT. THE CONTRACT MAY PROVIDE A SCHEDULE OF PAYMENTS. YOU DO NOT HAVE TO MAKE ANY PAYMENT, EXCEPT THE DEPOSIT IF AGREED UPON, UNTIL THE WORK HAS BEEN PERFORMED OR THE MATERIALS HAVE BEEN DELIVERED. YOU DO NOT HAVE TO PAY MORE THAN NINETY PERCENT (90%) OF EACH SCHEDULED PAYMENT AND/OR THE TOTAL CONTRACT PRICE UNTIL ALL OF THE SCHEDULED WORK AND THE ENTIRE CONTRACT HAS BEEN COMPLETED.

RIGHT TO CANCEL

YOU MAY CANCEL THIS CONTRACT WITH NO PENALTY ANY TIME BEFORE MIDNIGHT ON \_\_\_\_\_

19\_\_\_\_. TO CANCEL, SEND BY CERTIFIED MAIL, TELEGRAM OR HAND DELIVER A SIGNED, DATED NOTICE TO

\_\_\_\_\_  
(Name)

AT \_\_\_\_\_  
(Address)  
I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

IF YOU WANT THE WORK TO BEGIN IMMEDIATELY, YOU MAY WAIVE YOUR RIGHT TO CANCEL ONLY BY YOUR SIGNED, PERSONALLY WRITTEN STATEMENT EXPLAINING THE EMERGENCY AND YOUR WAIVER OF THE THREE- (3) DAY CANCELLATION PERIOD.

IMPLIED WARRANTIES

VIRGINIA STATE LAW IMPLIES CERTAIN WARRANTIES WHICH ARE NOT WAIVED BY THIS CONTRACT INCLUDING THE FOLLOWING: ALL WORK WILL BE DONE IN A WORKMANLIKE MANNER IN ACCORDANCE WITH THE BUILDING CODE. ALL MATERIALS AND EQUIPMENT SUPPLIED WILL BE OF MERCHANTABLE QUALITY. THE WORK, MATERIALS AND EQUIPMENT WILL BE FIT FOR THE PARTICULAR PURPOSES FOR WHICH THEY ARE INTENDED FOR \_\_\_\_\_

(Not less than one year)

THIS ONE YEAR OR LONGER WARRANTY MAY BE WAIVED ONLY WHERE THE WORK IS A TEMPORARY REPAIR AND IS NOT A REPLACEMENT, REMODELING, ALTERATION OR ADDITION. IF YOU WISH TO WAIVE THE IMPLIED WARRANTY OF PARTICULAR FITNESS ON A TEMPORARY REPAIR, YOU MAY DO SO ONLY BY A SIGNED, PERSONALLY WRITTEN STATEMENT EXPLAINING THE TEMPORARY NATURE OF THE REPAIR AND YOUR WAIVER OF THE IMPLIED WARRANTY.

FEDERAL WARRANTY LAW

NOTE: FEDERAL LAW REQUIRES THAT CERTAIN WARRANTIES OR GUARANTEES MUST BE LABELED AS EITHER "FULL" OR "LIMITED." CERTAIN OF THESE WARRANTIES MUST BE CLEARLY WRITTEN, STATE COMPLETELY WHAT IT COVERS, TELL YOU WHAT YOUR RESPONSIBILITIES ARE, INFORM YOU HOW LONG IT LASTS AND LET YOU KNOW WHAT REMEDIES YOU HAVE UNDER THE WARRANTY TO CORRECT A PROBLEM COVERED BY IT.

a. The notice of right to cancel must be either in the form stated above or in the form and content of any similar notice requirement for sales under federal or state law; provided that such requirement contains at least the information required for right to cancel in this subsection, and that nothing in such notice is in conflict with the provisions of this chapter.

b. The statements required by this subsection must be incorporated into and made an integral part of the contract but may be on a separate form attached to the body of the printed or written contract and initialed by all parties to the contract.

Sec. 17B-6. Identification cards, duplicates and exemption certificates.

(a) Licensee identification cards. The department shall issue to each licensee an identification card which shall certify that the person whose name appears on the card is a licensed home improvement contractor.

(b) Salesperson identification cards. A salesperson, when authorized to represent a contractor, shall be entitled to a class 3 license and identification card after payment of a one dollar (\$1.00) fee for the card. No such card shall be issued unless the department has received from the contractor a written notice of authorization signed by both the contractor and the salesperson. A salesperson may represent no more than two (2) contractors at any one time. Before any individual may accept an appointment or employment as a salesperson for any contractor, the individual shall disclose to the contractor and the department the names of every other contractor by whom the individual is currently employed or authorized to represent. No person shall act as a salesperson and no contractor shall authorize any person to act as a salesperson for such contractor unless the required notices are received by the department. Upon the termination of the authority, appointment or employment of a salesperson, the contractor shall so notify the department in writing. Such termination notice shall automatically invalidate the salesperson's class 3 license.

(c) Every card issued pursuant to this section shall set forth the class of license for which it has been issued, the authority provided by that license class, and shall bear the following words, or words of similar import: "Notice: The City of Alexandria does not guarantee or provide any warranty whatsoever for any work performed by the licensee."

(d) Every licensee and every salesperson shall carry their identification card on their person at all times while engaged in any business regulated by this chapter, shall display the card to every prospective contract buyer and shall display the card to any official representative of the department or of the office of consumer affairs of the city upon demand.

(e) Upon the request of any person exempt from the provisions of this chapter and upon receipt of one dollar (\$1.00), the department shall issue an exemption certificate to and in the name of that person.

#### Sec. 17B-7. Prohibited acts.

It shall be unlawful for any person who is subject to the provisions of this chapter:

(a) To engage or offer to engage in the business of home improvement without having a valid license required by this chapter unless such person is exempted from the provisions of this chapter.

(b) To undertake any home improvement work except pursuant to a home improvement contract unless no such contract is required by this chapter for such work.

(c) To knowingly and willfully provide false information to the department.

(d) To use any deception, fraud or misrepresentation in the advertising, negotiation for, procurement or performance of a home improvement contract.

(e) To prepare, to arrange, to participate in arranging or to accept any mortgage, promissory note or other evidence of

indebtedness on the obligations of a home improvement transaction with knowledge that it recites a greater monetary obligation than the agreed upon consideration for the home improvement work, which consideration may be a time sale price where only labor is involved.

(f) To represent that he or she is a licensee if such person does not possess a valid home improvement license or that he or she is an authorized representative of a licensee if such person does not possess a valid salesperson identification card.

(g) To use a certificate of exemption for any purpose other than proof that the person is exempt from the provisions of this chapter.

Sec. 17B-8. Denial, suspension or revocation of license or identification card.

Any one or more of the following shall be grounds for the denial, suspension or revocation of a license or identification card applied for, issued or renewed pursuant to this chapter:

(a) A material misstatement in an application and/or supporting documents;

(b) Failure to provide information to the department or to an appeals board when required by either to determine whether a license should be issued, denied, revoked or suspended;

(c) Violation or failure to comply with any provision of this chapter or any other law related to home improvement work;

(d) Failure to complete any contract work as provided for in a home improvement contract, including failure to correct or replace faulty or defective work;

(e) Failure to honor warranties in a home improvement contract;

(f) Failure to use contract forms which are consistent with the provisions of this chapter;

(g) Failure to pay judgments or other debts which may result in a lien against a contract buyer's property;

(h) Failure to perform in accordance with the contract plans or specifications in all substantive or material respects without the consent of the contract buyer;

(i) The suspension or revocation of any contractor's or salesperson's license by any jurisdiction within the preceding two (2) years for any cause similar to the provisions of this section;

(j) Cancellation or termination of any bond, insurance or other security required by this chapter; or

(k) Reduction in the amount of any bond or other security required by this chapter to less than one-half ( $\frac{1}{2}$ ) of the amount originally required by virtue of and under the authority of this chapter due to any cause related to any of the provisions of this section.

Sec. 17B-9. Investigation; probable cause; determination.

(a) Any person may file a complaint against a home improvement contractor or salesperson with the department or the office of consumer affairs. The office of consumer affairs shall notify the department when a written complaint is received by it against a home improvement contractor or salesperson. When a complaint is filed with the department or the office of consumer affairs, the office of consumer affairs shall investigate the complaint and shall make available to the department any information derived from the investigation. The department shall conduct any additional investigation as needed.

(b) The department shall then determine whether there is probable cause to deny, revoke or suspend the home improvement license. In making a finding as to probable cause, the department may attribute the qualifications of any officer, director or managing employee of an applicant or licensee, or any person exercising direct or indirect control over the applicant or licensee, to the applicant or licensee.

(c) When the department has determined that there is probable cause to deny, suspend or revoke a license, it shall notify the applicant or the licensee of this determination in writing. The notice shall include:

(1) A statement of the facts which constitute the basis for the proposed action;

(2) A statement specifying each separate violation of this chapter and/or other state or federal laws;

(3) A statement of the action the department proposes to take; and

(4) A concise statement of the procedure which the licensee or applicant shall follow to request a hearing, including the deadline for a hearing request, the consequences of failure to request a hearing and the date the denial, suspension or revocation will become effective if no hearing is requested.

Notice shall be deemed properly served when a copy of the notice is personally served on the applicant or licensee, or when a copy is sent by certified mail, postage prepaid, to the latest address given on the application for a license.

Sec. 17B-10. Hearing procedure.

Any person who has been notified that his license is being denied, revoked or suspended may request a hearing. A request for a hearing must be received no later than fifteen (15) days from the mailing of the notice of the impending action. The hearing shall be held no later than thirty (30) days from receipt of a request for a hearing unless otherwise agreed to by the applicant or licensee. Notice of the date, time and place of the hearing and of the procedures to be followed, shall be given to the applicant or licensee sufficiently in advance of the hearing to allow a reasonable time to prepare for the hearing. The hearing shall be conducted by a panel of three (3) members as follows:

(a) The head of the department or designated representative from the department staff;

(b) The coordinator of consumer affairs or designated representative of the consumer affairs staff; and

(c) A representative of the home improvement contracting business who shall be a home improvement contractor licensed by the City of Alexandria or by the Commonwealth of Virginia and appointed to a renewable two- (2) year term by city council.

The hearing shall be informal. The licensee or applicant shall be advised of the evidence which tends to establish the grounds for suspension, revocation or denial of the license. The licensee or applicant shall have a right to question any person giving information and to present relevant information or testimony. It is permissible, but not required, for an applicant or licensee to have an attorney present at the hearing. The department shall keep a written or taped record of the proceedings.

#### Sec. 17B-11. Final determination.

(a) After an opportunity for a hearing, if the department or the hearing panel in the case where a hearing is held, determines from a preponderance of the available evidence that there are adequate grounds to deny, revoke or suspend a license, the department shall notify the licensee or applicant in writing that his license is denied, revoked or suspended, stating the reasons for the decision. The notice of revocation, denial or suspension shall explain the appeal procedure and the effective date of a license revocation or suspension.

(b) Notice of revocation, suspension or denial of a license shall be personally served on the applicant or licensee or sent by certified mail, postage prepaid, to the latest address given on the application for a license.

(c) Upon good cause shown, the panel is hereby authorized, in lieu of the suspension or revocation of a license, to require that the licensee provide such new or additional bond or other equivalent security in such form and amount as the panel, in its sole discretion, shall deem reasonable and necessary to allow the licensee to continue in business. Pursuant to the foregoing, the panel may require, among other things and not in limitation thereof, that a contractor shall furnish a performance, payment and/or completion bond for each and every contract then uncompleted or thereafter entered into by the contractor.

#### Sec. 17B-12. Judicial review.

(a) Any person directly and either jointly or severally aggrieved by a final order or a final decision rendered pursuant to this chapter is entitled to judicial review thereof in the Circuit Court of the City of Alexandria.

(b) Proceedings for review shall be instituted by filing a notice of appeal and a petition for review with the court within thirty (30) days after the date of the final order or final decision and delivering a copy of the notice and the petition to the building official. The filing of such an appeal shall not act to stay the order or the effect of the decision from which the appeal is taken. Within five (5) working days after receipt of the notice, the building official shall file in the record of the suit a statement of the reason, including any finding of fact

and/or conclusion of law, upon which the order or decision appealed from was based. Further proceedings shall be in accordance with equity jurisprudence and procedure. The court may render its judgment upon the record or it may hear such additional evidence as it deems proper.

(c) The court may affirm the final order or final decision from which an appeal has been taken, or it may remand the matter for further proceedings or it may reverse or modify the order or decision on appeal if the substantial rights of the appellant have been prejudiced because the order or decision is (1) in violation of any constitutional provision; (2) in excess of lawful authority or jurisdiction; (3) made upon unlawful procedure; (4) affected by other error of law; (5) unsupported by the evidence on the record considered as a whole; or (6) arbitrary, capricious or an abuse of discretion.

#### Sec. 17B-13. Official records.

All official records pertaining to licenses and complaints shall be retained for a minimum of five (5) years. Such records are public documents and shall be available to the public in accordance with law.

#### Sec. 17B-14. Penalty and remedies.

Any person who violates any provision of section 17B-7 of this chapter shall upon conviction thereof be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not to exceed thirty (30) days, or both. Each day that a violation continues shall constitute a separate offense. Each violation that occurs at a different address shall also constitute a separate offense.

The violation of any provision of section 17B-7, in addition to or notwithstanding the penalty provided for in the preceding paragraph, and the violation or failure to comply with any provision of this chapter may be restrained, prohibited or enjoined by appropriate proceedings in a court of competent jurisdiction.

#### Sec. 17B-15. [Reserved for future use.]

#### Sec. 17B-16. Summary of chapter provisions.

The office of consumer affairs shall prepare and distribute a summary of the provisions of this chapter and the rights and obligations of contract buyers and home improvement contractors thereunder. The summary shall be reviewed by the city attorney for consistency with the foregoing. Upon approval by the city attorney, the summary may be distributed to the public.

Section 2. That the title of and an informal memorandum explaining this ordinance shall be published in a newspaper of general circulation published in the city not later than five days following its introduction together with a notice containing the time and place for a public hearing. The city clerk shall have the full text of this ordinance printed in sufficient numbers to supply copies to meet request. The city clerk shall note the date of introduction and first reading, the date of publication, the date of the public hearing, and the date of the second reading and final passage in the minutes of the meeting.

This ordinance shall become effective the date of its final passage.

CHARLES E. BEATLEY, JR.  
Mayor

Final Passage: June 14, 1980