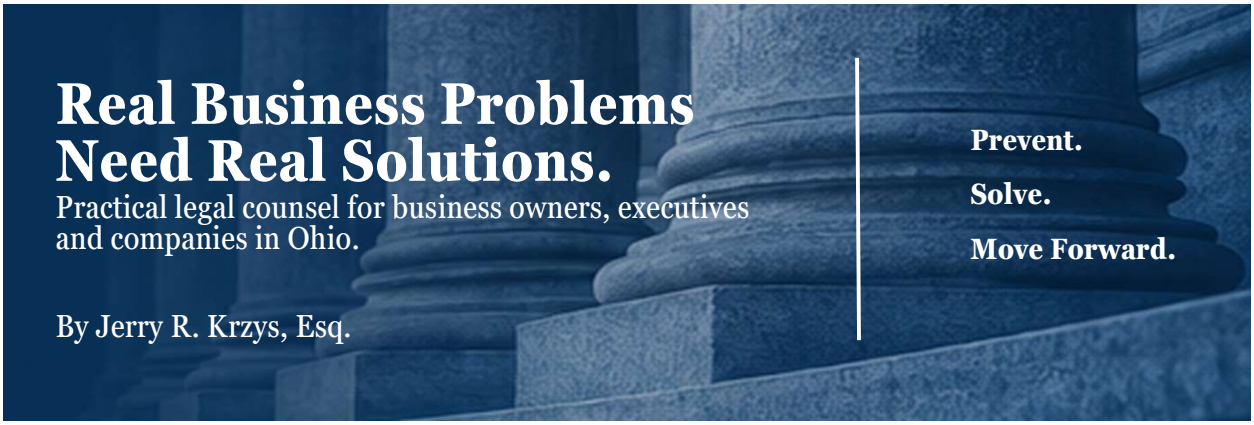
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The Customer Says: "That's Not What I Agreed To." The Ohio Consumer-Law Traps That Catch Good Contractors

A homeowner calls because the furnace failed, the roof is leaking, the electrical panel needs replaced, the basement is taking water, or a remodeling project has finally moved from the wish list to the calendar. The contractor responds, explains the work, gives a price, and gets the job.

The contractor may be reputable. The work may be good. Nobody may be trying to deceive anyone. Then the relationship changes. The customer remembers a different promise about price, timing, materials, warranty coverage, or what was included. Extra work was authorized in a conversation but never documented. A salesperson used language that does not match the written proposal. The cancellation paperwork was incomplete. A deposit exceeded what a particular statute permits. The company's advertisement promised something its contract does not deliver.

The complaint is no longer simply, "I do not like the work." It becomes: "That's not what I agreed to." For Ohio home-service and specialty contractors, that sentence matters because a residential transaction can implicate more than ordinary contract law. Depending on the transaction, Ohio's Consumer Sales Practices Act, Home Solicitation Sales Act, Home Construction Service Suppliers Act, and administrative regulations may impose different requirements at different stages of the sale.

The trap is assuming that good workmanship and honest intentions are enough. They matter. But a legitimate contractor can still create avoidable legal exposure when its advertising, sales process, proposal, authorization procedures, payment practices, warranty language, and customer communications do not match the law or one another.

1. Start With the Transaction, Not the Acronym

Ohio does not have one consumer statute that applies identically to every residential contractor transaction. The first compliance question is what kind of transaction actually occurred.

The Consumer Sales Practices Act, or CSPA, broadly regulates consumer transactions involving goods and services for primarily personal, family, or household purposes. It prohibits suppliers

from engaging in unfair or deceptive acts and unconscionable acts before, during, or after a covered transaction. See Ohio Rev. Code § 1345.02 and Ohio Rev. Code § 1345.03.

But the General Assembly has excluded a "home construction service contract" as defined in Chapter 4722 from the CSPA definition of a consumer transaction. See Ohio Rev. Code § 1345.01(A). Chapter 4722, in turn, contains its own definitions, contract requirements, prohibited acts, and payment rules for covered home construction services. The Home Solicitation Sales Act addresses another question: how and where the sale was solicited and made.

Those statutes overlap imperfectly. A contractor should not begin with "we do residential work, so this is a CSPA job" or "this is construction, so Chapter 4722 controls." The nature, amount, timing, location, and structure of the transaction matter.

2. The Advertisement Can Create the First Problem Before Anyone Visits the House

Consumer compliance starts before the estimate. Websites, social-media posts, mailers, radio spots, coupons, financing promotions, "free" offers, warranty claims, and statements about product performance can become part of the legal story.

Ohio law prohibits deceptive representations about characteristics, quality, benefits, the need for repair, price advantages, warranties, and other aspects of a consumer transaction. The Administrative Code's substantive rules also require a reasonable factual basis for advertising claims that would cause a reasonable consumer to believe the claims are true. See Ohio Rev. Code § 1345.02(B); Ohio Admin. Code 109:4-3-10.

That does not mean contractors need timid advertising. It means marketing should say what the business can actually substantiate. "Lifetime warranty," "lowest price," "insurance will cover it," "this system will cut your bill by 40%," or "your roof must be replaced" can create problems when the facts or the actual warranty do not support the statement.

The sales team and marketing vendor should therefore be working from the same set of approved claims. A contractor should not discover during a dispute that its website promised more than its contract.

3. The Salesperson at the Kitchen Table Is Speaking for the Business

Many residential jobs are sold in the customer's home. The salesperson may be an owner, estimator, technician, project manager, or commissioned representative. To the customer, that person is the company.

The legal risk often begins when the oral presentation becomes broader than the written proposal. "We'll take care of everything." "You won't pay anything else." "This will solve the problem permanently." "The manufacturer covers that." "We can start tomorrow." Those statements may feel conversational when made. They can look very different when quoted in a complaint six months later.

A good sales process does not require employees to speak like lawyers. It requires discipline about what they may promise, what requires management approval, what warranty statements are authorized, and what must be written into the proposal before the customer signs.

The goal is simple: the customer should not hear one deal and sign another.

4. A Sale Made at the Home May Carry Cancellation Rights

Ohio's Home Solicitation Sales Act can apply when a seller personally solicits consumer goods or services at the buyer's residence, including certain solicitations following an invitation by the buyer, and the buyer is given the agreement or the offer to purchase there. The statute contains exceptions, so the facts matter. See Ohio Rev. Code § 1345.21(A).

When the Act applies, the buyer generally has until midnight of the third business day after signing to cancel. The statute also prescribes written-contract and cancellation-notice requirements. Critically, the three-day period does not begin to run until the seller has complied with the statutory writing and notice requirements. See Ohio Rev. Code § 1345.22(A); Ohio Rev. Code § 1345.23.

For most covered service transactions, the seller also may not simply begin performing during the cancellation period. See Ohio Rev. Code § 1345.22(B). That can collide with the way home-service businesses operate: the customer wants the job now, the crew has an opening tomorrow, and everyone is ready to move.

The solution is not to treat the cancellation notice as a formality buried in the contract file. The business should know when the HSSA applies, use compliant forms, train salespeople on what they mean, and build scheduling around the applicable cancellation period rather than discovering the issue after performance has begun.

5. The Proposal Should Define the Job the Customer Thinks Is Being Bought

A proposal can be legally compliant and still be operationally weak. "Replace roof," "remodel bathroom," "install HVAC," or "waterproof basement" may not answer the questions that become important later.

What materials are included? What brand, model, grade, color, capacity, or specification? Is demolition included? Disposal? Permits? Electrical work? Drywall repair? Painting? Landscaping restoration? Code upgrades discovered after demolition? Concealed conditions? Who moves furniture? What is excluded?

The more expensive or disruptive the work, the more dangerous it is to leave those questions to assumption. A customer often remembers the desired result. The contractor often remembers the priced scope. A strong proposal makes those two understandings meet before work begins.

For transactions governed by Chapter 4722, the statute itself requires specified information in covered written home-construction-service contracts, including identification of the parties and property, a general description of the goods and services, anticipated timing, estimated cost, specified additional costs, insurance information, and dated signatures, subject to the statute's provisions and exceptions. See Ohio Rev. Code § 4722.02(A).

6. Deposits Are Not Just a Business Decision on Covered Chapter 4722 Jobs

Contractors understandably want meaningful deposits. Materials may have to be ordered, crews scheduled, subcontractors committed, and cash tied up before the first progress payment arrives.

But for a home construction service contract governed by Chapter 4722, Ohio law limits the down payment before performance begins to ten percent of the contract price, with a separate allowance of up to seventy-five percent of the total cost of qualifying special-order items that are otherwise not returnable or usable. The provision does not apply to a supplier entering a cost-plus contract, and construction-loan payments are separately addressed. See Ohio Rev. Code § 4722.04.

That is a good example of why a contractor should identify the governing statutory scheme before copying a deposit provision from another company's form. A deposit structure that makes commercial sense can still be wrong for the transaction if the statute says otherwise.

7. Extra Work Needs a Customer Authorization Process

Residential projects change for the same reasons commercial construction projects change. A wall is opened and hidden damage appears. The customer chooses a more expensive fixture. An electrical problem must be corrected before the new equipment can operate. The owner asks, "While you're here, can you also do this?"

The worst system is to perform the work and rely on everyone remembering the same conversation.

For covered Chapter 4722 transactions, Ohio law specifically addresses reasonably unforeseen but necessary excess costs. When the statutory threshold is reached, the supplier must provide the estimate required by the statute before performing the work related to those excess costs, depending on the owner's designation in the contract. The statute also prohibits charging for an excess cost the owner did not approve. See Ohio Rev. Code § 4722.02(B); Ohio Rev. Code § 4722.03(A)(2)-(3).

Even where that particular statutory procedure does not govern, the business lesson remains: identify the extra, state the price or pricing method, obtain authorization, and document any schedule effect before the work disappears behind drywall or becomes indistinguishable from the original scope.

8. Repair Recommendations Need to Be Accurate, Not Merely Persuasive

Home-service contractors are frequently selling expertise. The customer may have no realistic ability to evaluate whether a heat exchanger is unsafe, a sewer line must be replaced, a roof has reached the end of its life, an electrical condition presents a hazard, or a component can be repaired instead of replaced.

That information imbalance is exactly why representations about necessity and condition deserve care. The CSPA identifies false representations that replacement or repair is needed as deceptive. Chapter 4722 separately prohibits covered suppliers from falsely representing that work is necessary to comply with the residential building code or that an inspected item is in a dangerous condition when it is not. See Ohio Rev. Code § 1345.02(B)(7); Ohio Rev. Code § 4722.03(A)(5)-(6).

A technician should be able to explain what was observed and why the recommendation follows. Photographs, diagnostic results, measurements, code references when actually applicable, and written findings can help. Fear should not substitute for facts.

The best sales protection is often a good service record.

9. The Warranty Should Say the Same Thing the Salesperson Says

Warranty disputes often begin with a mismatch among three things: the manufacturer's warranty, the contractor's written warranty, and what the customer remembers being told. A salesperson who casually says "everything is covered for ten years" can create expectations very different from a manufacturer warranty covering parts but not labor, or a contractor warranty with exclusions for maintenance, misuse, third-party work, storm damage, or other conditions.

Ohio consumer law specifically addresses false representations concerning whether a transaction involves a warranty, disclaimer, right, remedy, or obligation. The practical compliance point is straightforward: know the warranty being sold, describe it accurately, provide the documents the customer needs, and do not let advertising or sales shorthand expand the promise unintentionally. See Ohio Rev. Code § 1345.02(B)(10).

A warranty is easier to administer when the customer, salesperson, service department, and written document all describe the same obligation.

10. A Complaint Is a Compliance Event, Not Just a Customer-Service Problem

The first customer complaint is often where a manageable problem either gets solved or becomes a lawsuit.

The operations team may view the issue as a callback. The salesperson may view it as a difficult customer. Accounting may see an unpaid balance. Management may see a warranty question. Legally, however, the complaint may raise a different issue: what was represented, what was authorized, what statute governed the transaction, whether required notices were given, whether the work matches the contract, and what documents exist to prove it.

That is why the response should begin with the file. Preserve the advertisement or lead source, proposal, signed contract, cancellation forms, change authorizations, photographs, technician notes, texts, emails, payment records, warranty materials, and complaint communications. Determine what the customer says was promised and compare that allegation to the actual record.

A contractor should also understand that CSPA remedies can exceed an ordinary breach-of-contract claim. Depending on the violation and applicable prerequisites, Ohio law permits remedies that can include rescission, actual economic damages, certain noneconomic damages, treble damages in specified circumstances, injunctive relief, and attorney fees for a knowing violation. That does not mean every customer complaint produces those remedies. It means **the statutory issue should be recognized early rather than after the pleadings arrive**. See Ohio Rev. Code § 1345.09.

11. Chapter 4722 and the CSPA Should Not Be Collapsed Into One Rule

This distinction has become particularly important in Ohio. The current definition of "home construction service" in Chapter 4722 expressly includes creation of a new residential structure and the repair, improvement, remodel, or renovation of an existing residential structure. That language became effective in 2024. The CSPA definition of "consumer transaction" excludes a

home construction service contract as defined in Chapter 4722. See Ohio Rev. Code § 4722.01(B)-(C); Ohio Rev. Code § 1345.01(A).

Older transactions have generated appellate disagreement over the narrower pre-amendment statutory language. In September 2026, the Supreme Court of Ohio accepted a certified conflict in *Worch Lumber, Inc. v. Fetzer* concerning whether the original version of the Home Construction Service Suppliers Act applied to repairs, improvements, remodeling, and renovation of existing residences or only to new residential construction. See Worch Lumber, Inc. v. Fetzer, 2d Dist. Darke No. 2025-CA-23, 2026-Ohio-2006.

That pending issue is a reason for precision, not paralysis. For current transactions, contractors should evaluate the statutes as they exist now. For older disputes, the transaction date and the law then in effect may materially affect which statutory scheme applies.

12. Build Compliance Into the Workflow Instead of the Lawsuit File

Consumer-law compliance works best when it is operational rather than reactive. The objective is not to hand every technician a statute book. It is to make the compliant process the normal process.

That means approved advertising claims. A sales script that distinguishes estimates from guarantees. Proposal templates appropriate to the work being sold. A reliable method for determining whether home-solicitation cancellation documents are required. Deposit rules that account for Chapter 4722 when it applies. Written authorization for extras. Clear warranty language. Good field documentation. A complaint-escalation procedure that gets the right people involved before positions harden.

The business should also periodically compare what its documents say with what its people actually do. A perfect contract does little good if salespeople make different promises, technicians add work without authorization, or office staff cannot locate the cancellation form the customer signed.

Good contractors usually do not get into consumer disputes because they set out to violate the law. They get into them because the sales process evolved one form, one employee, one marketing campaign, and one field workaround at a time.

The best time to fix that process is before the customer says: “That’s not what I agreed to.”

A Practical Consumer-Compliance Checklist

- Know which statutory scheme applies to the transaction before selecting the form.
- Use advertising claims the company can substantiate.
- Train salespeople and technicians on representations they may and may not make.
- Make the written proposal match the deal described to the customer.
- Define scope, exclusions, materials, timing, and responsibility for related work.
- Use compliant Home Solicitation Sales Act paperwork when the Act applies.
- Do not schedule covered work during a cancellation period without a lawful basis to do so.
- Check deposit practices against Chapter 4722 when it governs the contract.
- Document customer approval of additional work and additional cost before performing it when required.
- Keep warranty descriptions consistent across advertising, sales materials, contracts, and service personnel.

- Document diagnostic findings and recommendations, particularly when safety or replacement necessity is involved.
- Preserve signed documents, photos, texts, emails, change authorizations, invoices, and warranty records.
- Escalate significant complaints before a payment dispute becomes a statutory claim.
- Review forms and field practices periodically because the law and the business both change.

A residential contractor does not need a more complicated sales process. It needs a process in which the advertisement, conversation, contract, field work, invoice, warranty, and customer-service response tell the same story.

When those pieces match, the paperwork protects more than the contractor. It reduces the chance that a legitimate customer expectation turns into a legal dispute.

This article is for general informational purposes only and does not constitute legal advice. Ohio consumer-law requirements depend on the nature, amount, timing, location, and circumstances of the transaction, and the applicable statutes and rules can change. Contractors should evaluate their particular forms and practices under the law governing the transaction.