

California's 10-Year Builder Warranty: What Homeowners Need to Know About Construction Defects

The **10-year construction defect warranty in California** gives homeowners a 10-year warranty for certain construction defects. It starts at substantial completion, and mainly covers hidden structural defects. Under California law, missing the 10-year deadline can permanently end your rights.

What Is California's 10-Year Builder Warranty?

California's 10-year builder warranty *comes from* [Code Civ. Proc. § 337.15](#), which sets a strict time limit for construction defect claims involving major structural issues. It covers latent defects that appear years after completion, and the clock starts when construction is substantially complete, not when damage shows up.

The law is a statute of repose, not a traditional warranty, meaning it sets a hard deadline for claims. Knowing how this law works is key to protecting [homeowner rights in California](#) and keeping builders accountable.

What Types of Defects Are Covered?

Under [construction defect](#) law, the 10-year protection applies to *latent defects* that remain hidden after construction. Covered defects include:

- Structural defects
- Foundational issues
- Load-bearing failures
- Defects that pose safety risks

Latent defects differ from patent defects, which are visible at completion and can be addressed right away. The law covers structural issues that threaten stability and not cosmetic issues that only affect appearance.

What Is Not Covered by the 10-Year Period?

The **10-year construction defect warranty in California** excludes issues outside of defects that affect structure or safety. Excluded problems include:

- Normal wear and tear
- Maintenance issues
- Purely cosmetic defects
- Claims made after the ten-year limit

Some issues fall under shorter limitation periods, so knowing how those timelines work with builder warranty coverage is key to protecting your rights.

How Courts Apply the 10-Year Rule

Courts applying California builder warranty law interpret the 10-year rule as **a firm deadline** that ends a builder's liability once the period closes. In *Lantzy v. Centex Homes*, the Supreme Court confirmed that equitable tolling does not extend the statute of repose. *Acosta v. Glenfed Development Corp.* reinforced that no claim survives after expiration.

When a Homeowner Can and Cannot Bring a Claim

Say a homeowner finds major structural cracking or water intrusion in year eight or nine, and an expert ties the issue to original construction work. Filing the claim before the 10-year mark keeps it protected under California home warranties. Filing after year 10 ends the right to recover under the statute of repose.

How a Construction Defect Attorney Can Help

A real estate lawyer will **guide you through complex construction defect laws** and help you understand your rights. They also handle critical steps such as:

- Evaluating whether the defect is latent
- Coordinating qualified experts
- Identifying the responsible parties
- Preserving your claim before the deadline expires

Protecting Your Rights Under the 10-Year Construction Defect Warranty in California

The **10-year construction defect warranty in California** gives homeowners legal protection when serious construction flaws appear after a home is built. It starts at substantial completion, covers hidden structural defects, and includes strict timelines for filing claims.

At Vokshori Law Group, we have ***more than 150 years of combined experience***. We take the time to understand your situation and craft practical legal strategies that fit your needs. [Contact us](#) to protect your rights before time runs out.