

Florida Lien Law Information

According to Florida Statute [713, Part 1](#), anyone who works on your property or provides materials and is not paid in full has a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay their subcontractors or material suppliers, or neglects to make other legally required payments, the people who are owed money may look to your property for payment — **even if you have paid your contractor in full.**

If a lien is filed against your property, you will not be able to sell it, and it could even be sold against your will to pay for the outstanding costs for labor, materials or other services.

Here are basic tips to help you avoid construction liens on your property. The Construction Lien Law is complex, however, so we recommend that you consult an attorney for any specific problems you encounter.

Notice of Commencement

A [Notice of Commencement](#) announces the intent to begin improvements, the location of the property, a description of the work and the amount of bond (if any). It also identifies the property owner, contractor, surety, lender and other important information.

You should always file a Notice of Commencement before beginning a home construction or remodeling project. The local authority that issues building permits is required to provide this form. The form must be recorded with the Clerk of the Circuit Court. You should also post a certified copy at the job site. In lieu of a certified copy, you may post an affidavit stating that a Notice has been recorded, along with a copy of the unrecorded Notice.

If you fail to record a Notice of Commencement, or provide incorrect information, you could have to pay twice for the same work or materials. Furthermore, the building department is prohibited from performing the first inspection if you haven't filed the Notice of Commencement with them. You can also supply a notarized statement that the Notice has been filed, with a copy attached.

Lien Releases

If you hire a contractor and the improvements cost more than \$5,000 (\$15,000 or more for A/C replacement), you should:

- **Obtain a Release of Lien, which is a written statement that removes your property from the threat of lien.** Before you make any payments, make sure you receive this waiver from all suppliers and subcontractors, and that it covers the materials used and the work performed.
- Request from the contractor, via certified or registered mail, a list of all subcontractors and suppliers who are providing services or materials to your property. If your contractor calls for partial payments before the work is completed, get a Partial Release of Lien covering all workers and materials used to that point.
- **Obtain an affidavit that specifies all unpaid parties who performed labor or services, or provided materials to your property, before you make the last payment to your contractor.** Make sure your contractor obtains releases from these parties before you make the final payment.

Contractors, labors, material suppliers, subcontractors and professionals such as architects, landscape architect, interior designers, engineers or land surveyors all have the right to file a claim of lien for work or materials. **Always get a release of lien from anyone who works on your home.**

Release Responsibility

You can stipulate in the agreement with your contractor that they must provide all lien releases. If it is not a part of the contract, or you act as your own contractor, you must get the releases.

If you borrow money to pay for improvements and the lender pays the contractor(s) directly, instruct the lender to get the releases before making any payments. If your lender fails to do so, they may be responsible for any loss.