

**CAROLYN A. QUATTROCKI**  
*Chief Deputy Attorney General*

**LEONARD J. HOWIE III**  
*Deputy Attorney General*

**CARRIE J. WILLIAMS**  
*Deputy Attorney General*

**SHARON S. MERRIWEATHER**  
*Deputy Attorney General*

**ZENITA WICKHAM HURLEY**  
*Deputy Attorney General*



**STATE OF MARYLAND  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION DIVISION  
HOME BUILDER REGISTRATION UNIT**

**ANTHONY G. BROWN**  
*Attorney General*

**WILLIAM D. GRUHN**  
*Chief*

**KAREN M. VALENTINE**  
*Unit Chief*

**PETER V. BERNS**  
*General Counsel*

**CHRISTIAN E. BARRERA**  
*Chief of Staff*

**STEVEN B. ISBISTER**  
*Assistant Attorney General*

February 17, 2026

To: The Honorable Kriselda Valderrama  
Chair, Economic Matters Committee

From: Steven B. Isbister, Assistant Attorney General  
Consumer Protection Division

Re: House Bill 683 – Real Property - Implied Warranties - Missing or Incomplete  
Improvements (Letter of Concern)

---

The Consumer Protection Division of the Office of the Attorney General (the “Division”) submits this letter of concern to House Bill 683 sponsored by Delegate Greg Wims. The Division believes that House Bill 683 could undermine parties’ confidence in settling new home transactions while also reducing consumer protections for the largest investment that most consumers will ever make. The Division has spoken to the Delegate regarding these below concerns and appreciates his willingness to address them throughout the legislative process.

As drafted, the bill would remove the protections of implied warranties from a new home, or the fixtures and structures that are part of new home, that are incomplete or missing at the time the home builder delivers the home’s deed to a home buyer. This amendment to Real Property Article § 10-203 could discourage parties from settling on a new home transaction in cases where a new home is substantially completed and legally occupiable, but some parts of the home remain incomplete or missing for reasons beyond any parties’ control. For instance, it is not uncommon for consumers to rely on a builder’s promise that the incomplete aspect of a home will be completed when hard to obtain materials finally arrive or when the weather is more favorable for the particular scope of work, such as with exterior concrete pouring.

The removal of implied warranty protections, including that the home and its fixtures and structures are constructed according to sound engineering standards, for such subsequent work would harm consumers who take possession of the home though there is work that remains to be performed. It also could erode the parties’ trust in each other and extend the time it takes for real

estate transactions to be completed. Consumers may resist efforts to settle on occupiable but incomplete homes, delaying builders' receipt of final payments, because doing so would force the consumer to agree to give up the implied warranty protections that would otherwise protect them. Thus, the legislation could end up harming both parties to the transaction.

For the above reasons, the Division submits this letter of concern to the Economic Matters Committee.

cc: The Honorable Greg Wims  
Members, Economic Matters Committee