

SUMMARY STATEMENT

Genho v. Riverdale Hot Springs, Docket No. 50294

This appeal asked the Court to determine whether the Idaho Contractor Registration Act (“ICRA”) permits equitable remedies for contractors who become registered under the Act midway through a construction project. *See* I.C. §§ 54-5201 to -5219. The case arose from a dispute between Daniel Genho and Riverdale Hot Springs, LLC over remodel work Genho performed at Riverdale Resort. Towards the end of the construction project, the parties had a payment dispute. Riverdale refused to pay Genho and prevented him from retrieving his tools and the materials he had purchased from Riverdale’s property. Genho filed a Mechanic’s and Materialmen’s Lien pursuant to Idaho Code section 45-507 against the real property of Riverdale Resort. Genho sued for breach of contract, unjust enrichment, quantum meruit, conversion, and to foreclose on the mechanic’s lien. The case proceeded to jury trial. During trial, the district court granted Riverdale’s motion for directed verdict on the breach of contract claim but denied it on Genho’s other claims. The jury returned a verdict for Genho. Riverdale appealed claiming that Genho’s claims for unjust enrichment, quantum meruit, conversion, and to foreclose the lien were barred under ICRA because Genho was not a registered Idaho contractor at all times while acting as a contractor for Riverdale.

The Court held that the ICRA did not foreclose Genho’s claims. Relying on *ParkWest Homes LLC v. Barnson*, 149 Idaho 603, 238 P.3d 203 (2010), the Court held that a contractor may recover for acts performed after registration when those acts are severable. The Court then affirmed attorney fees awarded to Genho under Idaho Code section 12-120(3) on his equitable claims and foreclosure claim, but reversed the fees awarded for the conversion claim.

******This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.******