

SUMMARY STATEMENT

Moyer v. Lasher Construction

Docket No. 50740

This case concerned the statute of limitations governing a construction dispute. In 2014, homeowners contracted with Doug Lasher Construction, Inc. (“Lasher Construction”) for the construction and purchase of a new home, which was substantially completed that November. Starting in February 2015 and over the next six-and-a-half-years, homeowners repeatedly informed Lasher Construction about water leakage issues and sought and received repairs and assurances from Lasher Construction that the issues were fixed or would be fixed. However, the issues persisted.

Homeowners brought suit in 2021. Their complaint alleged four causes of action: (1) breach of contract pertaining to the real estate purchase and sale agreement; (2) breach of contract pertaining to what the homeowners allege were twelve individual promises by Lasher Construction to fix defects since completion; (3) breach of contract pertaining to a letter sent by Lasher Construction in response to a Notice and Opportunity to Repair Act (NORA) demand; and (4) violation of the Idaho Consumer Protection Act, codified at Idaho Code section 48-601, *et. seq.* The district court granted summary judgment in favor of Lasher Construction, ruling that all claims were governed by Idaho Code sections 5-241(b) and 5-216, which provide that a claim arising out of a contract for the construction of real property must be brought within five years of the final completion of that construction. Homeowners appealed.

On appeal, homeowners raised four arguments. They first argued that this Court should overrule *J.R. Simplot Co. v. Chemetics Int’l, Inc.*, 126 Idaho 5342, 887 P.2d 1039 (1994), and adopt the repair doctrine to bar a contractor from raising a statute of limitations defense when it has discouraged the owner from filing a timely lawsuit by promising to repair defects. Second, they argued that the district court erred by failing to draw all reasonable inferences in their favor on the issue of whether Lasher Construction should be equitably estopped from asserting a statute of limitations defense. Third, they argued that the district court erred by dismissing their breach of contract claims relating to the alleged twelve individual promises to repair, which they contended are independent contracts that fall within the applicable statute of limitations. Finally, they argued that Lasher Construction’s NORA response letter also constitutes an independent contract that is still enforceable under the applicable statute of limitations.

The Idaho Supreme Court affirmed the district court’s decision. The Court first declined to overrule *Simplot* because homeowners failed to demonstrate that a departure from rule of stare decisis was warranted. Second, the Court held that the district court did not err in concluding that homeowners failed to establish all the elements of equitable estoppel—namely, concealment of the defect. Third, the Court held that the district court correctly dismissed the breach of contract claims pertaining to the individual promises to repair because homeowners failed to provide evidence that their forbearance from a lawsuit was consideration in exchange for a promise to repair. Finally, the Court held that the district court did not err in dismissing the breach of contract claim pertaining to the NORA response letter because homeowners’ NORA demand was sent after the statute of limitations had run and thus there was no lawsuit to forebear in exchange for a promise to repair.

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