

BOISE, WEDNESDAY, OCTOBER 16, 2024 at 11:10 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

CASEY MOYER and CAITLIN BOWER,)
)
 Plaintiffs-Appellants,)
)
 v.)
)
 DOUG LASHER CONSTRUCTION, INC.,)
 an Idaho corporation,)
)
 Defendant-Respondent.)
 _____)

Docket No. 50740

Appeal from the District Court of the Fourth Judicial District of the State of Idaho,
Ada County, Derrick J. O’Neill, District Judge.

Givens Pursley, LLP, Boise, for Appellants.

David E. Kerrick, Caldwell, for Respondent.

This appeal addresses 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.

The homeowners’ 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 are twelve individual promises by Lasher Construction to fix defects with the home since completion of construction; (3) breach of contract pertaining to a letter sent by Lasher Construction in response to a Notice and Opportunity to Repair Act 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 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 appeal the district court’s decision.

On appeal, homeowners raise four arguments. They first argue 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 as an alternative form of equitable estoppel to toll the statute of limitations. Second, they argue that, even if this Court declines to adopt the repair doctrine, 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 argue that the district court erred by dismissing their breach of contract claims relating to the alleged twelve individual promises to repair, which they contend are independent contracts that fall within the applicable statute of limitations. Finally, they argue the letter sent by Lasher Construction in response to the NORA demand also constitutes an independent contract that is still enforceable under the applicable statute of limitations.