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MECHANICS' LIENS

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Mechanics' Liens in Pennsylvania

> *A contractor or subcontractor can attach a lien to your Pennsylvania property for unpaid work — but the statute hands homeowners a powerful shield, and every claim runs on an unforgiving clock.*

The Short Answer Yes, a contractor can lien your home. Pennsylvania's Mechanics' Lien Law of 1963, codified at 49 P.S. §§ 1101 et seq., gives those who improve real property a statutory security interest in that property when they go unpaid. That much should unsettle any homeowner. However, the same statute that creates the lien also disarms it — most importantly for residential owners who pay their general contractor in full. The lien is real, but it is not invincible.

Where the Lien Comes From The engine of the statute is § 1301(a). Under it, "every improvement and the estate or title of the owner in the property shall be subject to a lien ... for the payment of all debts due by the owner to the contractor or by the contractor to any of his subcontractors" owed for labor or materials. Read that carefully. The lien does not attach to a person — it attaches to your land and to your title in it. The unpaid debt rides with the property, clouding it until the claim is satisfied, struck, or extinguished by time.

That distinction matters in practice. A lien is not a money judgment and it is not a deed transfer — it is an encumbrance, a legal claim recorded against the property that surfaces the moment anyone runs a title search. A buyer's lender will refuse to close over an open lien. A refinance will stall. The lien works less by seizing your home than by freezing your ability to deal with it, which is precisely the leverage the unpaid tradesperson wants.

The right is broad, but not unlimited. Two classes of claimants matter: the contractor who deals directly with you, and the subcontractor who deals with that contractor. The minimum claim that supports a lien is $500. A handyman owed $200 for an afternoon's work has no lien — that is mundane debt, collectible like any other, but not a cloud on your title.

The Homeowner's Shield Here is the protection most homeowners never hear about until they need it. Under § 1301(b), "[a] subcontractor does not have the right to a lien with respect to an improvement to a residential property if: (1) the owner or tenant paid the full contract price." The logic is fairness. You hired a general contractor and paid that contractor every dollar owed under your agreement. If the contractor then stiffs a roofer or a plumber, that is a quarrel between contractor and subcontractor — not a debt you should pay twice.

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The shield is not automatic in every case — it covers a "residential property," meaning a single townhouse or a building of one or two dwelling units used or intended as the residence of the owner or a tenant. However, for the ordinary family home, the rule is a fortress. Pay in full, keep your proof of payment, and a downstream subcontractor's lien against your residence simply cannot stand. This is why disciplined homeowners insist on lien waivers and pay by traceable means.

> **Practice point.** Pay your general contractor in full and keep the records, because under § 1301(b) full payment of the contract price strips a subcontractor of any lien right against your residence.

The Subcontractor's Advance Warning A subcontractor cannot ambush you. Before filing, a subcontractor must announce its intention. Under § 1501(b.1), "[n]o claim by a subcontractor ... shall be valid unless, at least thirty (30) days before the same is filed, he shall have given to the owner a formal written notice of his intention to file a claim." This is a condition precedent — skip it, and the claim is invalid regardless of how much is owed.

Note the section number, because the distinction trips up even seasoned readers. The 30-day notice of intention lives in § 1501, not § 1502. A general or prime contractor who contracted directly with you owes no such notice — the warning requirement falls only on subcontractors, the parties with whom you never signed a contract.

The Deadlines That Govern Everything A mechanics' lien runs on a clock, and the clock is unforgiving. Three dates control the entire life of a claim.

First, the filing deadline. Under § 1502(a)(1), the claimant must "file a claim with the prothonotary as provided by this act within six (6) months after the completion of his work." Miss six months, and the right to perfect a lien is gone — forever.

Second, the notice of filing. After the claim is filed, the claimant must "serve written notice of such filing upon the owner within one (1) month after filing." Do not confuse this one-month notice of filing with the subcontractor's earlier 30-day notice of intention. They are separate steps, under separate sections, doing separate work — the first warns you a claim is coming; the second tells you a claim has landed.

Third, the deadline to sue. A filed lien is not a judgment. To collect, the claimant must go to court. Under § 1701(b), "[a]n action to obtain judgment upon a claim filed shall be commenced within two (2) years from the date of filing unless the time be extended in writing by the owner." A lien left to sit for more than two years, with no suit and no written extension, becomes mundane paper. The homeowner who waits out a dormant claimant often wins by sheer patience.

These deadlines are not technicalities a court will forgive out of sympathy. Pennsylvania treats the Mechanics' Lien Law as in derogation of the common law, which means its requirements are read strictly against the claimant who invokes it. A subcontractor who files in the seventh month, or who never serves the notice of filing, or who lets the two-year suit window lapse, does not get a second chance — the defect is fatal, and the homeowner's lawyer will move to strike. For the owner, then, the most valuable habit is simple bookkeeping: note when the work was completed, watch for the notice of intention, and mark the calendar.

When the Lien Simply Is Not Available The statute carves out further limits in § 1303. "No lien shall be allowed in favor of any person other than a contractor or subcontractor" — so a remote supplier or a lender cannot use this remedy. None is allowed for work done "for a purely public purpose." And the rule that most rewards a careful seller: "[i]f the property be conveyed in good faith ... the lien shall be wholly lost." A genuine, arm's-length sale completed before a repair-or-alteration claim is filed extinguishes the lien against the new owner.

What a Homeowner Should Take Away The mechanics' lien is a serious tool — it can stall a refinance, complicate a sale, and pressure payment. That is true, and worth respecting. However, the Pennsylvania homeowner is far from helpless. Pay your contractor in full and document it, demand the deadlines be met, and watch the two-year clock. Between § 1301(b), the notice requirements, and the running of time, the law gives the diligent owner more shields than the unpaid subcontractor would ever volunteer.

If a lien has already been filed against your home, do not assume it is valid — assume it must be tested. The validity of a Pennsylvania mechanics' lien turns on section numbers,

dates, and proof of payment, and a single missed step can render the whole claim unenforceable.

Authorities Cited

1. 49 P.S. § 1301(a) — https://codes.findlaw.com/pa/title-49-ps-mechanics-liens/pa-st-sect-49-1301/
2. 49 P.S. § 1501(b.1) — https://www.legis.state.pa.us/WU01/LI/LI/US/PDF/1963/0/0497..PDF
3. 49 P.S. § 1502(a)(1) — https://codes.findlaw.com/pa/title-49-ps-mechanics-liens/pa-st-sect-49-1502/
4. 49 P.S. § 1701(b) — https://codes.findlaw.com/pa/title-49-ps-mechanics-liens/pa-st-sect-49-1701/

Have a question about how this applies to your situation? Email us at info@goldsteinlp.com for more information.

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