
From Valley Tile: hiring a contractor in California

CSLB publishes its own pamphlet. This one is ours — how I tell a neighbor to check a person before they write a check. Use it even if you never hire me.

1. How we check a license (do this yourself)

Do not take a truck door, a business card, or “I’ve been doing this 20 years” as proof. California posts the record. It takes five minutes.

Open [cslb.ca.gov](https://www.cslb.ca.gov). Top of the page: Check a License / Find My Contractor. You can search by license number or by business name. If they will not give you a number, you already have your answer.

On the result page, read every line. This is what I look at on my own license and on anyone I would let near a house:

- ☐ Status = Active. Expired, suspended, or revoked means stop.
- ☐ Business name matches the name on the contract and the checks. Not a cousin’s company.
- ☐ Classifications fit the job. Tile and stone is C-54. Plumbing is C-36. Cabinet / finish carpentry is C-6. A C-54 only is not a plumber. A C-36 only is not a tile setter. I carry C-54, C-36, and C-6 — 990845 — so you can look that up right now and see what “active + the right letters” looks like.
- ☐ Personnel — the qualifier / owner. The person in your kitchen should match that record, or be able to explain who is.
- ☐ Workers’ compensation. Exempt (no employees) or a current policy. Employees and “exempt” together is a lie.
- ☐ Bond on file. Contractor’s bond is required. It is not huge, but no bond is a problem.
- ☐ Disciplinary actions / complaints. One old complaint is not automatic death. A pattern is.

Print or screenshot the page the day you hire them. Licenses change. Your printout is dated proof of what you checked.

If the number they gave you belongs to someone else, or the classification is wrong for a shower rebuild, that is not a paperwork mix-up. That is the wrong person in your house.

2. Get a real home-improvement contract

California Business and Professions Code §7159 says a home-improvement contract has to be in writing and has to include, among other things: the contractor’s name, address, and license number; a description of the work and the main materials; start and completion; the price in dollars and cents; the down payment; a progress-payment schedule tied to actual work; and your notice of the right to cancel.

A text message, a handshake, or “we’ll figure it out as we go” is not a contract. Do not let work start without a signed copy in your file.

3. The down-payment cap — this is the one people miss

On a California home-improvement contract the down payment may not exceed \$1,000 or 10% of the contract price, whichever is less.

That is Business and Professions Code §7159.5. On a \$40,000 bath, 10% would be \$4,000 — the cap is still \$1,000. On an \$8,000 job, 10% is \$800, so \$800 is the max.

The contract must say, in bold: **THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

Anyone who wants half up front, or “materials money” of several thousand before a stick of work or a pallet on your driveway, is breaking that rule. It is not a style. It is a law.

4. Pay for work done — not work promised

Except for that legal down payment, a contractor may not request or accept payment that exceeds the value of work already performed or materials already delivered. The contract has to list progress payments in dollars, tied to phases (demo done, pan inspected, tile set, fixtures set).

Pay as the job earns it. Never pay the last of it until the work is actually finished and, where required, inspected. Do not pay cash off the books. You will have no proof and no leverage.

5. Right to cancel

If the contract was signed at your house or anywhere other than the contractor's place of business (a "home solicitation"), California gives you a cooling-off period. For most people that is 3 business days. If you are 65 or older it is 5 business days. You can cancel in writing — including email if the contract lists an email address.

The contractor must give you a cancellation form. If they rush you, ask you to waive the right, or start work the same afternoon to "lock it in," that is a warning, not a favor.

Service-and-repair jobs and some emergency work have different paper. When in doubt, read the notice they handed you and keep it.

6. Change orders

If you open a wall and find rot, or you add a niche, that is a change order — price and time in writing before the extra work. A contractor who just adds it to the bill at the end is not doing you a kindness.

7. Unlicensed work — why it lands on you

It is not only "their problem." California Labor Code §2750.5 says a person doing work that requires a contractor's license, without that license, is presumed to be an employee of the person who hired them — not an independent contractor. An unlicensed operator cannot shed that status.

Practical result: if someone on that crew is hurt on your property, you can be treated as the employer. Medical bills, wage loss, and a lawsuit can come to you or to your homeowner's insurance. A licensed contractor carries workers' compensation so that claim hits their policy, not yours.

Immigration status does not protect you. An injured worker can still bring a claim. Cash, no license, and "they're not on the books" is how homeowners get named in a suit. The issue is license + workers' comp on your job — not a story about who they are.

Many homeowner policies also give the insurer an argument to deny a claim if unlicensed people did the work. You can lose twice: the injury claim and the coverage fight.

Unlicensed contractors also cannot use the courts the same way to collect. That sounds like your advantage. It is not. You still have a damaged house, no bond, no CSLB complaint path that works the same way, and a mechanics-lien mess if suppliers did not get paid.

8. If you already got burned

Contractors State License Board (CSLB)

cslb.ca.gov · 800-321-CSLB (2752) · P.O. Box 26000, Sacramento, CA 95826

File a complaint against a licensee. Check the license first so you have the number. CSLB can investigate, mediate, and in some cases use the contractor's bond.

Also: your homeowner's insurance carrier (tell them early). Los Angeles County Department of Consumer & Business Affairs. Your local Building & Safety if work was done without a permit. A construction attorney if the dollars are large. Small claims if they are not.

Keep: the contract, checks or card receipts, photos by date, texts, and the license printout from the day you hired them.

Before you sign — one pass

- ☐ License live on cslb.ca.gov today
- ☐ Workers' comp and liability certificates in the file
- ☐ Written contract with scope, price, dates, license number
- ☐ Down payment at or under \$1,000 or 10%, whichever is less
- ☐ Progress payments tied to finished work, not calendar dates
- ☐ Cancellation notice in the packet
- ☐ No cash, no "friends and family off the books"
- ☐ You know who will be in the house each day

CSLB's site is the official record. This sheet is how we walk a neighbor through it. Look me up: 990845. Then look up the other guy the same way. If a bid skips these rules, the low number is not a deal.

Call 818-705-8453 · Text photos 818-517-2883 · bryan@valleytile.com