

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

JOHN TREPANOWSKI AND CASIMIRA : IN THE SUPERIOR COURT OF
TREPANOWSKI : PENNSYLVANIA

Appellants

v.

No. 841 EDA 2025

HOVNANIAN ENTERPRISES, INC.,
EPIC STUCCO AND STONE, LLC, GH
STUCCO, LLC, K HOVNANIAN AT
SAWMILL, INC., K HOVNANIAN
COMPANIES, LLC, K HOVNANIAN
EAST GROUP, LLC, K HOVNANIAN
NORTHEAST DIVISION, INC.,
LABUDA HOME IMPROVEMENT, LLC,
WALDEMAR PAPUGA, AND PIOTR
SADLOWSKI

Appeal from the Order Entered February 26, 2025
In the Court of Common Pleas of Montgomery County Civil Division at
No(s): 2023-05623

BEFORE: DUBOW, J., KUNSELMAN, J., and SULLIVAN, J.

MEMORANDUM BY SULLIVAN, J.:

FILED AUGUST 28, 2026

John Trepanowski and Casimira Trepanowski (collectively, “the Trepanowskis” or “Appellants”) appeal from the order granting summary judgment against them and in favor of Appellees Hovnanian Enterprises, Inc., *et al.* (“Hovnanian”); Labuda Home Improvement, LLC (“Labuda”); Waldemar Papuga; GH Stucco, LLC; Epic Stone & Stucco, LLC; and Piotr Sadlowski (collectively, “Appellees”), following the trial court’s application of a statute of repose which, the court held, barred the Trepanowskis’ construction defect

claims.¹ Because we find no error in the trial court's determination that a statute of repose barred the litigation in this case, we affirm.

The trial court provided the factual and procedural history, set forth in relevant part, as follows :

This matter was originally brought by Appellants, who alleged defects in the construction of their home in K. Hovnanian's "Saw Mill Estates" community. A certificate of occupancy for the home was issued on October 25, 2007, and the Appellants settled on their purchase of the home on October 31, 2007. The Hovnanian parties hired Labuda . . . to perform work to remediate defects in the stucco on the homeowners' homes[] in 2011 (hereinafter "Work"). In 2021, [Appellants] hired companies to perform moisture inspections on the homes, which revealed a magnitude of issues. On March 31, 2023, Appellants filed their complaint. [They filed an amended complaint in July 2023.]

* * * *

[Appellees filed motions for summary judgment.]

[] Hovnanian . . . argue[d] that they are entitled to entry of summary judgment against the Appellants because: (1) the construction project statute of repose . . . serves as an absolute bar to recovery; (2) more than twelve years have elapsed between the issuance of the certificate of occupancy . . . and the initiation of the lawsuit; (3) the two-year "extension" under 42 Pa.C.S.A § 5536(b) does not apply because the injury first occurred before 2011, and (4) the statute of repose runs uninterrupted upon issuance of the [certificate of occupancy].

In opposition, [] Appellants argue that the statute of repose does not bar their claims, because their lawsuit was initiated within ten years after the completion of the Work. Appellants contend that the Work was a newly constructed building envelope that constituted an "improvement" under the statute of repose, and that the 12-year statutory period does not begin to run until the completion of the Work. Additionally, [] Appellants state that

¹ **See** 42 Pa.C.S.A. § 5536.

the statute of repose does not apply because the home was unlawfully constructed, *i.e.*, not built to then applicable building code requirements. Appellants argue that under ***Calabretta***, wherein the defendant's appeal from summary judgment was denied because a question of fact existed as to whether a builder's work was lawfully built, summary dismissal based on the Statute of Repose is simply not available. [***See***] ***Calabretta v. Guidi Homes, Inc.***, 241 A.3d 436 (Pa. Super. 2020).

Trial Court Opinion, 4/30/25, at 2-3 (unnecessary capitalization and citations to the record omitted). The court granted summary judgment for Appellees and against Appellants, concluding a statute of repose, codified at 42 Pa.C.S.A. § 5536 applied, and the suit was filed outside of the time permitted by the statute. ***See id.*** at 7-10. Appellants timely appealed, and they and the trial court complied with Pa.R.A.P. 1925.

Appellants raise the following issues for our review:

1. Did the trial court below err in granting summary judgment on the basis that Appellants' claims were time-barred by the [twelve]-year construction statute of repose notwithstanding record evidence that made clear that: (a) the construction defects at issue did not exist until 2011; and (b) this case was filed fewer than [twelve] years later?
2. Did the trial court below err in granting summary judgment on the basis that Appellants' claims were time-barred by the [twelve]-year construction statute of repose notwithstanding record evidence that the construction at issue was not lawfully performed?
3. Did the trial court below err in granting summary judgment despite questions of material fact concerning the actionable conduct of Appellee Labuda Home Improvement, LLC?

Appellants' Brief at 4.

Our standard of review in an appeal from an order granting summary judgment is as follows:

The applicable standard of review when summary judgment is granted views the record in the light most favorable to the non-moving party, and this Court is required to determine whether the trial court abused its discretion or committed an error of law and our scope of review is plenary. ***See Petrina v. Allied Glove Corp.***, 46 A.3d 795, 797-798 (Pa. Super. 2012) (internal citations and quotations omitted; formatting altered; emphasis added).

In reviewing a trial court's grant of summary judgment, this Court applies the same standard as the trial court and reviews all the evidence of record to determine whether there exists a genuine issue of material fact:

We view the record in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. Only where there is no genuine issue as to any material fact and it is clear that the moving party is entitled to a judgment as a matter of law will summary judgment be entered. All doubts as to the existence of a genuine issue of a material fact must be resolved against the moving party.

[Likewise, m]otions for summary judgment necessarily and directly implicate the plaintiff's proof of the elements of [a] cause of action. Summary judgment is proper if, after the completion of discovery relevant to the motion, including the production of expert reports, an adverse party who will bear the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense which in a jury trial would require the issues to be submitted to a jury. In other words, whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense, which could be established by additional discovery or expert report and the moving party is entitled to judgment as a matter of law, summary judgment is appropriate. Thus, a record that supports summary judgment either (1) shows the material facts are undisputed or (2) contains insufficient evidence of facts to make out a prima facie cause of action or defense.

[W]e [upon appellate review] are not bound by the trial court's conclusions of law, but may reach our own conclusions.

Healy v. T.A.G. Builders, Inc., 344 A.3d 25, 30 (Pa. Super. 2025) (indentation and some internal citations omitted).

In their first two issues, Appellants assert the trial court erred in granting summary judgment to Appellees based on the statute of repose. The statute of repose, entitled "Construction projects," and codified at 42 Pa.C.S.A. § 5536, provides as follows:

(a) General rule.--Except as provided in subsection (b), a civil action or proceeding brought against any person lawfully performing or furnishing the design, planning, supervision or observation of construction, or construction of any improvement to real property must be commenced within 12 years after completion of construction of such improvement to recover damages for:

(1) Any deficiency in the design, planning, supervision or observation of construction or construction of the improvement.

* * * *

42 Pa.C.S.A. § 5536.

We begin with general principles relevant to statutes of repose: Our Supreme Court has recently reiterated the distinction between statutes of limitation and repose and, with respect to statutes of repose, elucidated:

While a statute of repose also limits the time for a plaintiff to bring suit, unlike a statute of limitations, a statute of repose is not related to the accrual of any cause of action because the injury need not have occurred, much less have been discovered. Where a limitations period begins with a definitely established event that is independent of an injurious occurrence or discovery thereof, the statute is considered to be one of repose. Importantly, a statute of repose completely abolishes and eliminates [a] cause of action

regardless of when the claim accrues and, in some cases, even before the claim accrues.

Gidor v. Mangus, 345 A.3d 629, 640–41 (Pa. 2025) (internal citations and quotations omitted). The Court has emphasized that “because statutes of repose not only bar a party’s right to a remedy, but abolish and eliminate a cause of action entirely, a plaintiff may not invoke the discovery rule or other equitable tolling considerations. **There simply is no action to toll once a repose period lapses.**” *Id.* at 641 (internal citations and quotations omitted; emphasis added). Importantly, the General Assembly does not tie the repose period to whether a cause of action has accrued or whether any injury has resulted. **See id.**²

As this Court has explained, a statute of repose is a jurisdictional issue. **See Venema v. Moser Builders, Inc.**, 284 A.3d 208, 212 (Pa. Super. 2022).

² The policy behind the statute of repose is the recognition that while builders are liable for defects, construction involves sufficiently difficult conditions to warrant some limitations on liability:

A builder . . . can protect his design and construction only in limited ways—actual use in the years following construction is their only real test. Further, every building is unique and far more complex than any of its component parts. Even in the most uniform-looking suburban subdivision, each house stands on a separate plot of land; each lot may have slightly different soil conditions; one may be near an underground stream; and so forth. The Legislature can rationally conclude that the conditions under which builders work are sufficiently difficult that limitations should be placed on their liabilities . . .

McConnaughey v. Bldg. Components, Inc., 637 A.2d 1331, 1334–35 (Pa. 1994) (internal citation omitted).

Generally, a statute of repose may not be tolled, “even in cases of extraordinary circumstances beyond a plaintiff’s control.” **Id.** at 213 (internal citation and quotations omitted). Where a defendant raises a defense indicating a statute of repose has lapsed and precludes liability, the defendant has the burden of proof and must show:

(1) what is supplied [by defendant] is an improvement to real property; (2) more than twelve years have elapsed between the completion of the improvements to the real estate and the injury; and (3) the activity of the moving party must be within the class which is protected by the statute[.]

Id. (internal citations, indentation, and unnecessary capitalization omitted).

More specifically, regarding the interplay between a certificate of occupancy and the statute of repose at issue, this Court has stated:

A residential building ... may not be used or occupied until a certificate of occupancy is issued. The issuance of the certificate hinges on a satisfactory “final inspection” showing that the construction of the residence comports with the governing building codes. **See** Pennsylvania Uniform Construction Code, 34 Pa. Code § 403.65(a)-(b) (“A residential building may not be used or occupied without a certificate of occupancy issued by a building code official. . . . A building code official shall issue a certificate of occupancy after receipt of a final inspection report that indicates compliance with the Uniform Construction Code[.]”).

There can be no satisfactory result to a final inspection, nor a certificate of occupancy, until construction of the residence is “completed.” **See id.** at § 403.64(f) (“A construction code official shall conduct a final inspection of the completed construction work and file a final inspection report that indicates compliance with the Uniform Construction Code.”); **see also Umbelina v. Adams**, 34 A.3d 151, 154 (Pa. Super. 2011) (“Upon completion of the home, [building inspector] issued the home’s certificate of occupancy, which was an affirmative statement a builder can rely upon that the property meets all the applicable township codes.”).

* * * *

We have also held that in this context, completion of the construction of such improvement, marks the commencement of the repose period at the point when third parties are first exposed to defects in design, planning, or construction.

Id. (unnecessary capitalization and some internal citations and quotations omitted; brackets in original).

Appellants first argue that the statute of repose did not operate to bar their claims because the tortious conduct at issue did not arise until 2011. Appellants do not contest the dates the certificates of occupancy were issued for their respective homes; rather, they assert that the claim is predicated not on an original defective “building envelope,” but the second defective stucco system. **See** Appellants’ Brief at 13-14. As Appellants emphasize: “Unfortunately, the **replacement** stucco system—installed by Labuda and/or KJ in 2011, at the Hovnanian [a]ppellees’ direction and expense—was **itself defective . . .**” **Id.** Appellants maintain the claims do not arise from defective stucco systems in place at the issuance of the certificate of occupancy, because the defective stucco system at issue “did not even exist until 2011,” and as such, “[t]here is no basis in law to allow Appellees to avoid liability under the statute of repose for **new** defects and damage that they caused to the [h]omes only 10 years before this lawsuit was filed.” **Id.** at 14 (some emphasis omitted).

The trial court considered Appellants’ argument and rejected it:

. . . As to the liability of builders for defects, the statute of repose bars suits filed 12 years after the completion of the construction.

Here, the certificates of occupancy were issued on October 25, 2007 by the Hovnanian appellees, meaning this suit should have been brought in 2019[] or earlier. The present action was initiated in 2023.

As to [] Appellants' argument that the [statute of repose] does not bar their claims because they began their lawsuit within ten [] years of the completion of the Work, the Superior Court held in [] **Venema** . . . that the [repose] period runs uninterrupted beginning upon the issuance of certificates of occupancy after the completion of the construction of the improvement. Simply put, the statute of repose begins to run after the completion of the construction of the improvement, regardless of whether repairs are made to correct defects in the original construction improvement. . . . [A]lthough repairs may have been completed once the residence was legally occupied, the occupants still would have been first exposed to the alleged defects when their [certificate of occupancy] was issued. In the present action, the statute of repose would have begun to run in 2007, and the Work performed in 2011 constituted repairs to the original construction of [] Appellants' homes, regardless of Appellants' expert's opinion that there were deficiencies in the Work.

Trial Court Opinion, 4/30/25, at 6-7 (citations omitted).

Following our review, we conclude the trial court committed no error. **Venema** is instructive. There, the plaintiffs initiated suit against the defendant, the original builder of their residence, in August 2019. A certificate of occupancy was issued for the residence in August 2003. The plaintiffs had purchased the home in October 2004, subsequent to its completion. In their March 2020 complaint, plaintiffs alleged construction defects in the residence. Crucially, they also asserted the defendant "performed a number of inspections and repairs on the residence from 2004 to 2008," that "failed to

remedy defects which ultimately resulted in significant water infiltration, causing damages.” **Venema**, 284 A.3d at 211. The defendant moved for judgment on the pleadings, seeking dismissal of the complaint, and arguing that “as a matter of law . . . the completion date of the residence was determined by the certificate of occupancy issued [i]n August [] 2003.” **Id.** The trial court granted the motion for judgment on the pleadings.

This Court affirmed. The Court noted there was no dispute that the certificate of occupancy was issued in 2003 and suit was not filed until over twelve years later in 2019, as such the suit was outside of the twelve-year statute of repose. The Court rejected the plaintiffs’ argument that the “purported repairs tolled the statute of repose and rendered their claims timely filed.” **Id.** at 213 (unnecessary capitalization omitted). The Court explained that “regardless of any repairs [the defendant] may have done once the residence was legally occupied, the occupants would have been exposed to the alleged defects in 2003, and the statute of repose period would have continued to run without interruption from that point on.” **Id.** (footnote omitted).

Similarly here, notwithstanding the subsequent remedial repairs commissioned by Hovnanian, the gravamen of Appellants’ amended complaint is that Hovnanian defectively constructed the home. **See** Amended Compl. 7/24/23, at ¶¶ 67-70 (asserting a breach of contract against Hovnanian arising from failing to construct the home in a “proper and workmanlike

fashion” with “substantial construction defects”); *id.* at ¶¶ 71-74 (breach of warranty claim against Hovnanian arising from the home not being constructed in a reasonably workmanlike manner and thus having construction defects making it “not fit for habitation”); *id.* at ¶¶ 75-82 (claim against Hovnanian for negligence relating to latent defects in the “design and construction of the home” and in the subsequent repairs); *id.* at ¶¶ 83-88 (asserting negligent misrepresentation regarding the “latent construction defects in the Home,” and “negligence and unlawful design, construction, and sale of the Home”); *id.* at ¶¶ 96-101 (UTCPL claim that Appellants would not have proceeded with purchasing the home but for Hovnanian’s representations that the home was “of a suitable standard quality, or grade and free from structural defects,” yet “the materials and labor used to construct the Home were defective, unworkmanlike, and failed to satisfy the building code”); *id.* at ¶¶ 107-110 (fraudulent misrepresentation claim against Hovnanian regarding the construction of the home and latent defects). These claims all seem to stem from Hovnanian’s actions in defectively constructing the home, notwithstanding that Hovnanian later attempted repairs. ***Venema*** applies and supports the trial court’s determination that Hovnanian’s subsequent repairs do not operate to toll the statute of repose.

Section 5536 applies to, *inter alia*, the construction of “any ***improvement*** to real property[.]” 42 Pa.C.S.A. § 5536 (emphasis added). Notably, Appellants’ argument hinges on their assertion of when they were

first “exposed” to the defects at issue; however, they make no argument that the 2011 repairs should be considered an “improvement to real property” within the meaning of Section 5536, so as to restart the clock for the statute of repose. **Cf.** Appellants’ Brief at 11-14. Thus this argument is not sufficiently developed for our review, and consequently, Appellants have waived it. **See Matthew 2535 Properties, LLC v. Denithorne**, 313 A.3d 223, 231 (Pa. Super. 2024) (finding waiver of an undeveloped argument). In any event, we note that while “improvement” is not defined in the statute, our Supreme Court has defined it as a “valuable **addition** . . . or an amelioration in its condition, **amounting to more than mere repairs or replacement**, costing labor or capital, and intended to enhance its value, beauty or utility or to adapt it for new or further purposes[.]” **Noll by Noll v. Harrisburg Area YMCA**, 643 A.2d 81, 87 (Pa. 1994) (emphases added) (internal citation omitted). In any event, Appellants’ claims hinged on the fact that the 2011 work occurred because “certain remediation work needed to be performed due to interior water damage, and the Hovnanian Defendants represented they would handle that remediation work at no cost,” and that the 2011 remediation work “**would correct the defects present at that time and prevent further water intrusion.**” Amen. Compl., 7/24/23, at ¶¶ 29, 31 (emphasis added). Thus, but for the pre-existing defects in the home, the 2011 repairs would not have occurred, which places this case squarely in the realm of **Venema**. Therefore, Appellants’ first issue merits no relief.

In their second issue, Appellants assert the statute of repose does not apply because “unlawfully constructed homes—like the Homes [in this case]—are **not** subject to the statute of repose.” Appellants’ Brief at 14. Appellants assert that the subsequent remedial repairs in 2011—not the original construction—was not built to code, and accordingly, the construction was unlawful. **See id.** at 14-25. Appellants’ argument hinges on their interpretation of the repose statute. The statute provides protections to “any person lawfully performing or furnishing the design, planning, supervision or observation of construction or construction of any improvement to real property” 42 Pa.C.S.A. § 5536(a). Appellants argue that “lawful” construction must be built to code, and the **2011** construction was not so built. **See** Appellants’ Brief at 15-20. Importantly, Appellants center their argument on the 2011 construction, not the original construction. **See id.** at 15 (“As Appellants’ expert has opined, the replacement stucco systems installed in 2011 were **not** built to code”); **id.** at 17 (discussing the building code applicable to the 2011 stucco system replacement); **id.** at 25 (asserting, “As explained thoroughly by Appellants’ expert, the 2011 stucco replacement work did not meet code”).

The trial court considered Appellants’ argument and rejected it. The court explained: “[T]he Pennsylvania Superior Court has held that construction is ‘lawful’ if the builder was authorized under the laws of the Commonwealth to do it and a [certificate of occupancy] was issued. **Johnson**

v. Toll Brothers, Inc., 302 A.3d 1231 (Pa. Super. 2023) . . .” Trial Court Opinion, 4/30/25, at 7.

Based on our review, we conclude Appellants are due no relief. Firstly, this Court concluded above that the statute of repose began to run from the completion of the original construction notwithstanding the subsequent repair attempts. **See supra** at 9-11. As such, Appellants’ argument misses the mark with respect to the construction at issue because their argument is couched solely in terms of the 2011 repairs and not the original construction. Thus, their argument is inapposite to whether the **original** construction, from the completion of which the statute of repose began to run, was lawfully constructed.³

Here, Appellants’ argument, because it relates to the 2011 repairs and not the original construction, is inapposite to whether the **original** construction, from the completion of which the statute of repose began to run, was lawfully constructed. Accordingly, there is no argument before us that the statute of repose did not apply to the original construction for which a certificate of occupancy was issued. Thus, there is no argument before this Court that the original construction was performed unlawfully, and, as such, this argument is waived. **See, e.g., Pisieczko v. Children’s Hosp. of**

³ The trial court’s analysis focused on the definition of “lawful” as noted above. However, this Court may affirm on any legal basis. **See, e.g., Johnson**, 302 A.3d at 1237.

Philadelphia, 73 A.3d 1260, 1262 n.2 (Pa. Super. 2013) (providing that issues with undeveloped arguments are waived).

Further, even if Appellants had presented an argument that the original construction was unlawful because it was not built to code, **Johnson** is on point and supports the trial court's ruling. There, this Court explained that "lawfully" means performed with statutory authority:

The statute of repose was enacted in 1976. The most recent version of Black's Law Dictionary at the time of that enactment defined "lawful" as "warranted or authorized by the law; having the qualifications prescribed by law; not contrary to nor forbidden by the law." *Black's Law Dictionary*, 1032 (4th ed. 1968). Elaborating further, the Note of that definition explained that "lawful" implies an act "that is authorized, sanctioned, or at any rate not forbidden, by law." **Id.** The Note then compared that latter definition to the term "legal" which implies that an act "is done or performed in accordance with the forms and usages of law, or in a technical manner[,]" going no "further than to denote compliance, with positive, technical, or formal rules[.]" **Id.**

A number of decisions have wrestled with the meaning of "lawful" (or "lawfully") in the context of a Statute of Repose and distinguished "lawful" and "legal" in the same manner that Black's Law Dictionary did.

Johnson, 302 A.3d at 1235 (footnote, some italics, and unnecessary capitalization omitted). With respect to the claim that construction in violation of local, state, or federal rules rendered construction not-lawful, this Court rejected it:

Even if Toll violated local, state or federal rules when constructing the residence, the construction was still "lawful" because Toll was authorized under the laws of the Commonwealth to do it. There is no dispute that Toll was a licensed home builder and that a certificate of occupancy was issued by the Commonwealth when construction of the Johnsons' home was completed. Thus, the

Johnsons' claims against Toll were barred by the Statute of Repose as a matter of law because they were filed over 12 years after the completion of the home's lawful construction.

Id. at 1236–37 (internal citation omitted).

Thus, even if Appellants had made the argument that the original construction, for which a certificate was issued, was unlawful, that argument was squarely rejected by this Court in ***Johnson***. It is notable that ***Johnson***'s holding is on review with our Supreme Court now in ***Aloia v. Diamant Bldg. Corp.***, 329 A.3d 586 (Pa. 2024) (granting review of this Court's application of ***Johnson***). However, ***Johnson*** is still binding precedent until—if and when—our Supreme Court overrules it. ***See Marks v. Nationwide Ins. Co.***, 762 A.2d 1098, 1101 (Pa. Super. 2000) (noting that “we have long held that as long as the decision has not been overturned by our Supreme Court, a decision by our Court remains binding precedent”).⁴

⁴ Appellants cite this Court's decision in ***Calabretta*** for the proposition that “lawful” construction is one in accordance with applicable building codes; however, that is a misreading. ***See*** Appellants' Brief at 20-23. This Court noted that the meaning of the term was uncertain, and did not decide whether it meant to comply with applicable building codes or merely for the builders to have the requisite permits. ***See Calabretta***, 241 A.3d at 442-43. As such, this Court did not define the term, but merely noted the issue was unsettled at that time and quashed the appeal from an order denying summary judgment, as this Court lacked jurisdiction under the collateral order doctrine. ***See id.*** at 444.

Appellants also cite a Common Pleas Court case, ***Brunken v. N. Lee Ligo Assocs.***, AD 13-10855 (Pa. Com. Pl. Feb. 25, 2015) (Butler Cty) holding to the contrary of ***Johnson***. ***See*** Appellants' Brief at 18. However, ***Brunken*** is not binding on this Court. ***See McKeehan v. Milton S. Hershey Med. Ctr.***, (Footnote Continued Next Page)

In their third issue, Appellants maintain summary judgment should not have been granted in favor of Labuda, specifically, because the repairs they completed, at Hovnanian's direction and expense, were defective, which evinces their liability for Appellants' loss. **See** Appellants' Brief at 25-28.

The trial court granted summary judgment to Labuda and KJ Stucco apparently based on the same rationale as the grant of summary judgment in favor of Hovnanian.

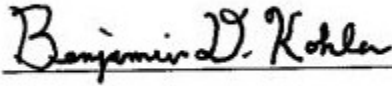
Our review of Appellants' complaint reveals that they pleaded no claims against Labuda; rather, they pleaded claims solely against Hovnanian, and, thereafter, Hovnanian joined Labuda who then joined Epic Stone and Stucco, LLC; GH Stucco, LLC; Papuga; and Sadlowski. **See** Joinder Compl., 12/29/23 (complaint by Hovnanian to join Labuda); Joinder Compl., 12/5/24 (complaint by Labuda to join remaining defendants). While Appellants now attempt to recast the complaint as hinging on the 2011 repairs, the complaint shows that Appellants attempted to situate their suit in context of defects in the original construction (for which there were subsequent attempts made to repair), as in **Venema**. Thus, notwithstanding the fact that "where the original defendant has properly joined an additional defendant according to the rules set forth above, the plaintiff's case may proceed just as if the plaintiff filed those claims

328 A.3d 1059, 1065 (Pa. Super. 2024) (providing that "[t]his Court is not bound by decisions of the court of common pleas, even if the decision is directly on point").

directly against the additional defendant," **202 Island Car Wash, L.P. v. Monridge Const., Inc.**, 913 A.2d 922, 927 (Pa. Super. 2006), Appellants' complaint shows that their claims arose from defects in the original construction of the home, for which certificates of occupancy were issued, and, therefore, the statute of repose bars these claims.

Order affirmed.

Judgment Entered.

A handwritten signature in black ink, reading "Benjamin D. Kohler", is written over a horizontal line.

Benjamin D. Kohler, Esq.
Prothonotary

Date: 8/28/2026