

# RCW 19.118

## Lemon Law for New Motor Vehicles

### What is the Lemon Law?

The Washington State Motor Vehicle “Lemon Law” is designed to help new vehicle owners who have continuing problems with warranty repairs of substantial defects. Among other consumer benefits, the law allows the owner to request an arbitration hearing of Lemon Law disputes with manufacturers through the Attorney General’s Office.

### Your Rights Under the Lemon Law

**Notice of Consumer Rights, Warranties and Warranty Terms:** The dealer must provide you with a Notice of Consumer Rights supplied by the Attorney General’s Office when you purchase or lease a new motor vehicle. The manufacturer must warranty a new vehicle for a minimum of 12 months or 12,000 miles whichever occurs first. The manufacturer must provide the dealer with an owner’s manual to give to you along with the applicable written warranties.

**Repair Orders:** a dealer must provide you with a repair order or written statement every time your vehicle is returned to you from warranty service. The repair order or written statement must be legible and include your complaint, diagnosis of the problem, all work performed, parts and labor, the date and odometer reading, when you left the vehicle and the date when the vehicle is made available to you.

**Technical Service Bulletins:** You are entitled to copies of technical service bulletins regarding the year, make and model of your vehicle upon request to the manufacturer or dealer. Service bulletins describe particular problems or defects including how to diagnose and repair them.

### What is a Lemon?

The law covers most classes of new motor vehicles, including “demonstrators,” which were originally purchased or leased by a consumer in Washington. If you are in the military and assigned or living in Washington, you can use the Washington Lemon Law no matter where your vehicle was purchased or leased if it meets the other standards and eligibility requirements. The law does not cover trucks with gross vehicle weight ratings over 19,000 lbs, motorcycles with engine displacements of less than 750 cubic centimeters or vehicles purchased or leased by a business as part of a fleet of 10 or more. You do not have to be the original owner to request arbitration - call for more information if your ‘used’ vehicle had less than 24,000 miles when you purchased or leased it.

Your vehicle may qualify as a “lemon” if it has one or more substantial defects that have been subject to a “reasonable number of attempts” to diagnose or repair the problem(s) under the manufacturer’s warranty. Substantial defects are those which are life threatening, create a risk of fire or explosion or which substantially impair the vehicle’s reliability, resale value or safe use. The law does not cover problems caused by owner abuse or negligence, or any unauthorized modifications or alterations made to the vehicle.

### What is a Reasonable Number of Repair Attempts?

A “reasonable number of attempts” for most eligible vehicles when one or more of the following have occurred:

1. Diagnosis or repair of the same “serious safety defect” has been attempted two\* or more times (with at least one during the “eligibility period”) and the defect continues to exist;
2. Diagnosis or repair of the same “nonconformity” has been attempted four\* or more times (with at least one during the “warranty period”) and the defect continues to exist;
3. A vehicle has been out-of-service for diagnosis or repair of one or more nonconformities or serious safety defects (whether or not repaired) for a cumulative total of 30\* calendar days, with at least 15\* of those days occurring during the “warranty period.”
4. Within a twelve-month period, two or more different serious safety defects, each of which have been subject to diagnosis or repair one or more times, where at least one attempt for each serious safety defect occurs during the period of coverage of the applicable manufacturer’s written warranty and within the eligibility period.

When determining whether an attempt to diagnose or repair a defect meets the requirements for eligibility, the term “eligibility period” covers a diagnosis or repair occurring within 2 years from the original delivery date and 24,000 miles of operation of the vehicle.

\* If you have a motor home, there are additional specific requirements and standards - see MOTOR HOMES.

## You Have a “Lemon” – What Should You Do?

Contact the Lemon Law Administration for more information and detailed instructions - ask for the Lemon Law booklet or the Motor Home booklet and the Request for Arbitration form.

To start a Lemon Law claim you must send the manufacturer a written request to repurchase or replace your defective vehicle. If your vehicle is a motor home see MOTOR HOMES for additional requirements. After receiving your written request to repurchase or replace, the manufacturer has 40 days to respond. A Request for Arbitration Form must be received by the Lemon Law Administration within 30 months of the vehicles’ original retail delivery date whether or not the 40 day reply period has expired.

*Note: The Lemon Law does not allow a consumer to stop making loan or lease payments while pursuing a Lemon Law claim.*

## Motor Homes

The self-propelled vehicle and chassis portions of motor homes are covered by the Lemon Law. There are specific requirements and standards under the law for motor homes that are described in the Lemon Law Motor Home brochure.

The requirements include a written notice for a final repair attempt and/or notice of a Serious Safety Defect that must be sent to the final stage, chassis and component manufacturers (please contact the Lemon Law Administration for details).

## What is Arbitration?

Arbitration hearings are much less complicated than court trials because there are no formal rules of evidence or court procedures, and the hearings are designed to be as easy as possible for participants. You will be given the opportunity to explain your claim and present documents, witnesses or other evidence to help prove your claim. The manufacturer will have the same opportunity to present its side of the dispute.

## Replacement or Repurchase?

Under the law, if your vehicle is determined to be a “lemon” by the arbitrator, you will be awarded your choice of repurchase or replacement of the vehicle less a reimbursement to the manufacturer for use (“offset-for-use”). The offset is based on mileage at the time of the first attempt to diagnose or repair a defect that meets Lemon Law standards for an arbitration award. Contact the Lemon Law Administration for details about what it would mean to you having your vehicle replaced or repurchased.

## What Will Arbitration Cost?

You paid a \$3.00 Lemon Law Arbitration fee with the other licensing fee when purchasing or leasing your new motor vehicle in Washington. Arbitration is available to consumers and manufacturers at no additional cost.

### Contacting the Lemon Law Administration

**CALL** Statewide.....Toll-free 1-(800) 541-8898

Local King County.....(206) 587-4240

**WEB SITE**.....<http://www.atg.wa.gov>

**E-MAIL**.....[lemon@atg.wa.gov](mailto:lemon@atg.wa.gov)

#### **WRITE**

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