

DISTRICT OF COLUMBIA LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	4 years from original delivery to the consumer.
ELIGIBLE VEHICLE	Motor vehicles that are manufactured for sale, offered for sale, sold or registered in D.C. and designed primarily for transporting the driver and passengers on streets, roads, or highways. Excludes buses sold for public transportation, motorcycles, motor homes, and motorized recreational vehicles. Appears to cover used vehicles.
ELIGIBLE CONSUMER	(1) Purchaser , for purposes other than resale, of a motor vehicle; (2) any person to whom the motor vehicle is leased or otherwise transferred during the duration of a warranty applicable to the motor vehicle; and (3) any other person entitled to enforce the obligations of the warranty.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Earlier of 18,000 miles or 2 years following original delivery.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specified.
PRESUMPTION OR DEFINITION	Presumption: during 2 years following original delivery or first 18,000 miles, whichever is earlier, (1) four or more times; (2) one or more times to safety-related problem; or (3) out of service for 30 days or more.
NOTICE TO MANUFACTURER	Not specified.
FINAL OPPORTUNITY TO REPAIR	Not specified.
REASONABLE ALLOWANCE	Refund only: may not exceed 10 cents per mile for miles over 12,000 miles.
DISPUTE RESOLUTION	Before bringing action, consumer must file with Board of Consumer Claims Arbitration in the Department of Consumer and Regulatory Affairs; no reference to manufacturer's program.
DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	No.

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1. Citation	District of Columbia Official Code §§ 50-501 through 50-510; D.C. Municipal Regulations title 16, § 1400 <i>et seq.</i>
2. Motor vehicle covered	<p>Covers motor vehicles that are manufactured for sale, offered for sale, sold or registered in the District of Columbia and designed primarily for transporting the driver and one or more passengers on streets, roads, or highways. Excludes buses sold for public transportation, motorcycles, motor homes, and motorized recreational vehicles.</p> <p>Lemon law provisions appear to apply to both new and used vehicles. “New motor vehicle” is defined as a motor vehicle that is in the period of the first 18,000 miles of operation or the first two years after the date of delivery to the original purchaser, whichever is earlier. “Used motor vehicle” is defined as a motor vehicle that is offered for sale in the District and that is not within the period of the first 18,000 miles of operation or the first two years after the date of delivery to the original purchaser, whichever is earlier.</p>
3. Consumer covered	<p>(1) The purchaser, for purposes other than resale, of a motor vehicle;</p> <p>(2) Any person to whom the motor vehicle is leased or otherwise transferred during the duration of a warranty applicable to the motor vehicle; and</p> <p>(3) Any other person entitled to enforce the obligations of the warranty.</p>
4. Nonconformity defined	Not defined. The lemon law refers to any nonconformity, defect or condition that results in significant impairment of the motor vehicle. “Significantly impair” means to render the motor vehicle unreliable or unsafe for normal operation or to reduce the motor vehicle’s resale value below the average resale value for comparable motor vehicles.
5. Warranty defined	“Warranty” means the written or implied warranty of the manufacturer of a motor vehicle.
6. Lemon law rights period	Not defined.
7. Manufacturer’s obligation to repair	If the consumer reports the nonconformity, defect or condition to the manufacturer, agent or dealer during the first 18,000 miles of operation or within two years following delivery to the original purchaser, whichever is earlier, then the manufacturer, agent, or dealer must correct the nonconformity, defect or condition at no cost to the consumer. Repairs must be made even if the period of the first 18,000 miles of operation or two years following delivery to the original purchaser has expired.
8. Manufacturer’s obligation to repurchase or replace	If the manufacturer, agent, or dealer is unable to repair or correct any nonconformity, defect or condition after a reasonable number of attempts, the manufacturer must, at the option of the consumer, either replace or repurchase the motor vehicle.
9. Criteria for reasonable number of repair attempts	<p>Presumed if, during the period of two years following the motor vehicle’s original delivery to a consumer or the first 18,000 miles of operation, whichever is earlier, any of the following occurs:</p> <p>(1) The same nonconformity, defect or condition has been subject to repair four or more times by the manufacturer, its agent or authorized dealer, and the nonconformity continues to exist;</p> <p>(2) The same safety-related nonconformity, defect or condition has been subject to repair one or more times by the manufacturer, its agent or authorized dealer, and the nonconformity continues to exist; or</p> <p>(3) The motor vehicle is out of service by reason of repair of any nonconformities, defects or conditions for 30 days or more.</p>
10. Notice of nonconformity and final opportunity to repair	<p>If the consumer’s report of the nonconformity, defect or condition during 18,000 miles or within two years following delivery is to the agent or dealer, the agent or dealer must forward the notice within 7 days to the manufacturer by certified mail, return receipt requested.</p> <p>No other notice or repair opportunity specified.</p>

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11. Affirmative defenses	It is an affirmative defense that: (1) The nonconformity, defect or condition does not significantly impair the vehicle, or (2) The nonconformity, defect or condition is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle.
12. Refund	Refund consists of: (1) The full purchase price; and (2) All sales tax, license and registration fees, and any similar governmental charges; (3) Less a reasonable allowance for the consumer's use of the vehicle.
13. Replacement	Replacement is a comparable motor vehicle.
14. Reasonable allowance	Applies to a refund but not to a replacement. The reasonable allowance for the consumer's use of the vehicle may not exceed 10 cents per mile for the consumer's use of the motor vehicle in excess of the first 12,000 miles of operation. The refund is also reduced for a reasonable allowance for any damage not attributable to normal wear or the nonconformity, defect or condition that significantly impaired the motor vehicle.
15. Refund of sales tax	Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the District.
16. Enhanced damages	Not specified in the lemon law, although § 28-3904 provides that it is an unlawful trade practice to refuse to provide the repairs, refunds, or replacement motor vehicles required by the lemon law.
17. Attorney's fees	The Board of Consumer Claims Arbitration may award to the consumer reasonable attorney's fees.
18. Statute of limitations	An action must be brought within 4 years of the date of the motor vehicle's original delivery to the consumer.
19. Manufacturer-sponsored arbitration	Not specified.
20. State-sponsored arbitration	Consumers must submit claims for refund or replacement to the Board of Consumer Claims Arbitration in the Department of Consumer and Regulatory Affairs. D.C. Code suspended the enforcement of the lemon law by the Department of Consumer and Regulatory Affairs until October 1, 2000.
21. Dealer liability	Not specified.
22. Restrictions on resale of returned vehicles	Lemon Law Any dealer offering any used motor vehicle for sale must provide (1) written notice to the prospective consumer of any material mechanical defect in the motor vehicle and any damage sustained by the motor vehicle due to fire, water, collision, or other causes for which repair costs exceeded \$1,000, when the defect or damage was known to the dealer; and (2) written notice to the prospective consumer whether the dealer has conducted any inspection of the motor vehicle to determine known defects or damage. "Known" means that a dealer or the dealer's agent or employee has obtained facts or information about the condition of a motor vehicle which would lead a reasonable person in similar circumstances to believe that the motor vehicle contained 1 or more material mechanical defects; and encompasses knowledge obtained through an inspection, from a previous owner, from the salesperson at an action, or through other means. "Material mechanical defect" means any defect, failure, or malfunction of the mechanical system of a motor vehicle, including but not limited to the engine, transmission and drive

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	<p>shaft, differential, cooling system, electrical system, fuel system, or accessories, which significantly impairs the operation, safety, performance, or value of the motor vehicle.</p> <p>Regulations</p> <p>The dealer must provide each prospective consumer of a used motor vehicle written notice of any material mechanical defect in the motor vehicle and any damage sustained by the motor vehicle because of fire, water, collision, or other causes for which the cost of repairs exceeded \$1,000, when the defect or damage was known to the dealer. The notice must be included on the car order and bill of sale and must state the specific defect or damage known to the dealer, in a type size equal to the largest type size that appears on the car order and bill of sale.</p> <p>The dealer must display on the windshield of each used motor vehicle offered for sale, the following sign with all upper case letters no less than 3 inches high, with the appropriate blank checked:</p> <p>THIS MOTOR VEHICLE HAS ____ OR HAS NOT ____ BEEN INSPECTED TO DETERMINE IF DEFECTS EXIST.</p>
23. Point of sale notice of lemon law rights	<p>The manufacturer, agent or dealer must provide the following notice to prospective consumers of any motor vehicle to be sold in D.C. :</p> <p>NOTICE TO PURCHASER</p> <p>IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.</p> <p>The notice must be in type no smaller than 18 point and in all upper-case letters, and must be signed by the purchaser. The manufacturer, agent or dealer must give the purchaser a signed copy and the dealer must retain a signed copy for 3 years.</p>
24. Limitation on waiver	<p>Any agreement entered into by a consumer for the purchase of a motor vehicle that waives, limits, or disclaims lemon law rights is void. These rights inure to a subsequent transferee of the motor vehicle.</p>

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