

# GEORGIA'S LEMON LAW

## What is the Lemon Law?

The Georgia Lemon Law is a state statute. The goal of the statute is to protect consumer car buyers. The purpose of the lemon is to make sure that the manufacturer of your motor vehicle repair any covered defects. Thus, if your vehicle cannot be repaired after a reasonable number of attempts and it is found to be a "lemon" the manufacturer must replace or buy back your vehicle.

## Who is covered under the Lemon Law?

You are covered in Georgia's Lemon Law if:

- You entered into an agreement or contract for the purchase or lease of a new motor vehicle primarily for personal, family or household use; or
- Your sole proprietorship, partnership or corporation owns or leases no more than three new motor vehicles for commercial use and has ten or fewer employees and a net income, after taxes, of \$100,000 per year or less for federal income tax purposes.

## What vehicles does the Lemon Law cover?

Only new vehicles are covered by Georgia's Lemon Law. New vehicles are self-propelled vehicles that are primarily designed to transport people or property over public highways and were purchased, leased or registered in Georgia. The title of the vehicle must still be in the name of the person who originally purchased or leased it and cannot have been previously issued to anyone other than the selling dealer.

Vehicles not covered by the Lemon Law include:

- Vehicles purchased or leased as used
- Vehicles whose title and other transfer documents indicate they are used
- Vehicles that have been titled to any person other than the selling dealer, before being titled to you
- Motorcycles and mopeds
- Trucks with a gross vehicle weight rating of 10,000 pounds or more
- All-terrain vehicles (ATVs)
- Boats
- Vehicles that are not self-propelled, such as trailers and campers

Demonstrator model vehicles are covered as long as the manufacturer's warranty is issued as a condition of sale and it otherwise qualifies as a new motor vehicle.

Motor homes and conversion vans are covered to a certain degree. The self-propelled vehicle and the chassis of a new motor home are covered under the Lemon Law. However, the Lemon

Law does not cover those parts of a motor home that are designated, used or maintained primarily as a mobile dwelling, office or commercial space.

## **What defects are covered and what defects are not covered?**

Any defect or condition included in the manufacturer's warranty that substantially impairs the vehicle's use, value or safety to the consumer is covered under the Lemon Law.

Substantially impairs – the defect makes your vehicle unreliable or unsafe for ordinary use, or it diminishes the resale value of your vehicle more than a meaningful amount below the average resale value for comparable motor vehicles.

The Lemon Law does not apply to any defect or condition that is the result of abuse, neglect or unauthorized modification or alteration of the vehicle.

## **How long do I have to bring a claim under the Lemon Law?**

One year from the date you took delivery of the vehicle, or after the first 12,000 miles of use—whichever occurs first. This is called the Lemon Law rights period. You must establish that the initial repair attempt took place within the first year of delivery or within the first 12,000 miles.

## **I have a lemon. What do I do now?**

- First, document every repair attempt and retain a copy of the receipt. Include any diagnosis made, all work performed on the vehicle, a listing of the parts/labor, the nature of the problem, the date and the odometer reading when the vehicle was submitted for repairs. Also, keep track of the number of days the car is not available for use because of repairs.
  - Keep copies of any correspondence to or from the manufacturer, repair facility or leasing company, and always make a note of the date and substance of any phone conversations you have with them.
  - Make sure to keep the return receipts of all documentation you send certified mail
- You must allow the dealer an opportunity to repair the vehicle's problem within the Lemon Law rights period.
- If the defect is still present after you have made a reasonable number of repair attempts, you must give the manufacturer a final opportunity to correct it.
- The law defines reasonable number of attempts as follows:
  - At least one repair attempt on a serious safety defect in the braking or steering system during the "Lemon Law rights period."

- At least two repair attempts on any other serious safety defect during the first 24 months or 24,000 miles with at least one repair having occurred during the "Lemon Law rights period" without being corrected.
- At least three repair attempts on any other nonconformity during the first 24 months or 24,000 miles with at least one repair having occurred during the "Lemon Law rights period" without being corrected.
- During the first 24 months or 24,000 miles, the vehicle is out of service for a total of 30 calendar days due to attempted repairs of nonconformities with at least 15 days having occurred during the "Lemon Law rights period."
- If you believe the dealer/manufacturer has failed to correct the problem after the required (reasonable) number of attempts, you should notify the manufacturer by certified mail, return receipt requested. You can find the address of the manufacturer in your owner's manual. The manufacturer will then be allowed one last attempt within a two week period to make the vehicle conform to the warranty. If that attempt fails, then within 30 days of the consumer's notification, the manufacturer must replace or repurchase the "lemon."
- If you are unable to resolve the problem, you may contact:

Office of Consumer Affairs  
Attn: Warranty Rights Act  
2 Martin Luther King, Jr. Drive  
Suite 356  
Atlanta, GA 30334  
(404) 656-3790

## **What if my vehicle cannot be repaired?**

You have the right to request that the manufacturer either repurchase or replace your vehicle. If the manufacturer is unwilling to provide either of these remedies, the law gives you the right to an arbitration process.

## **What will all this cost me?**

Nothing! This program is a free service to the consumer, funded by the \$3.00 Warranty Rights Act fee you pay when you buy or lease a new vehicle.

## **Do I need an attorney?**

No. You may choose to hire an attorney to represent you; however, one is not required by law. In fact, most consumers pursuing claims under the Lemon Law do so without representation from an attorney.