

## When Your Car is a Lemon by Caren D. Enloe

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In 1987, North Carolina passed its New Motor Vehicles Warranties Act. This Act, known as the "Lemon Law", provides consumers purchasing or leasing new motor vehicles with important protections against the manufacturer of the vehicle. The Lemon Law applies when a vehicle does not conform to the express warranties provided by its manufacturer; the manufacturer has been unable, after a reasonable number of attempts, to correct the nonconformity; and the nonconformity substantially impairs the value of the motor vehicle to the consumer. The Lemon Law only applies to those defects or nonconformities that occur within 24 months or 24,000 miles of the original delivery of the vehicle and which substantially impair the value of the motor vehicle. It is presumed that a reasonable number of attempts to repair the vehicle have been undertaken if:

1. The same problem has been presented for repair to the manufacturer, its agent or its authorized dealer for or more time but the same problem continues to exist
2. The vehicle was out of service to the consumer during or while awaiting repair of the problem for 20 or more business days during any twelve month period of the warranty

In order to use the second alternative, the consumer must provide notice to the manufacturer directly in writing of the existence of the nonconformity and allow the manufacturer a reasonable period, not to exceed 15 days, in which to correct the nonconformity. The consumer must maintain careful records in order to document the efforts that have been made to have the vehicle repaired.

The Lemon Law will not provide the consumer with remedies against any entity (such as the dealer or finance company) except the manufacturer. Failure to make timely payments under the retail installment contract financing the purchase or lease of the vehicle will only result in a negative notation on the consumer's credit. The nonconformity will not serve as a legal excuse to cease making payments under the retail installment contract or lease. The consumer's sole source of relief under the Lemon Law is the manufacturer.

If the consumer can't peacefully resolve the problem with the manufacturer, the consumer is entitled to bring suit. The Lemon Law makes it clear, however, that suit should be a last resort. The consumer must

provide the manufacturer with written notice of his intent to bring suit against the manufacturer at least ten days prior to filing such suit. Should suit become necessary, the prevailing party may be awarded by the Court with reimbursement of its reasonable attorney's fees.

If a Lemon Law case is made, the consumer can opt for a new, comparable replacement car or to return the "lemon" and get his money back, plus damages. We hope you don't get a "lemon." But if you do, document your problems and you might be able to prove a Lemon Law case.