



## **FORT SAM HOUSTON LEGAL ASSISTANCE OFFICE** **TEXAS LEMON LAW**

**I. INTRODUCTION** - The Texas Lemon Law provides valuable rights to consumers who buy or lease **new** motor vehicles and who experience repeated problems or defects with their vehicles that they are not able to get repaired. The law applies to new vehicles, including cars, trucks, motorcycles, all-terrain vehicles and motor homes that develop problems **covered by a written factory warranty**. Demonstrator vehicles are also considered new vehicles. Vehicles that have previously been leased, but never before sold, may be covered if warranted as new by the seller. The law does not cover used motor vehicles, trailers, boats, mopeds, farm vehicles (including ride-on lawnmowers), and vehicles with problems caused by the owner's abuse, neglect, or unauthorized changes, or problems that do not substantially affect the use or market value of the vehicle. Minor rattles or stereo problems are usually not considered serious under the lemon law.

**II. REASONABLE NUMBER OF ATTEMPTS TESTS** - A vehicle is not a lemon if the manufacturer or authorized dealer fixes the defect within a **reasonable number of attempts**. However, if a vehicle cannot be repaired within a reasonable number of attempts, then if certain requirements are met, the manufacturer, converter or distributor shall replace the vehicle with a comparable vehicle or accept return of the vehicle and refund its purchase price. It is presumed that a reasonable number of attempts to repair have been made if:

A. *Four-Time Test* - the vehicle is returned for repairs two times for the same problem or defect within the first 12 months or 12,000 miles, whichever occurs first, and twice more during the 12 months or 12,00 miles after the second repair attempt, and the problem is still not repaired; OR

B. *Serious Safety Hazard Test* - a serious safety hazard is subject to repair once during the first 12 months or 12,000 miles, whichever occurs first, and once more during the 12 months or 12,000 miles following the first repair attempt, and the problem is still not repaired; OR

C. *Thirty Day Test* - when the vehicle has been out of service for repair for various problems for a total of 30 days or more - not necessarily all at one time - during the first 24 months or 24,000 miles immediately after delivery, there were two repair attempts during the first 12 months or 12,000 miles immediately after delivery, and a substantial problem still exists. However, if a loaner vehicle was provided while the vehicle was being repaired, that time does not count toward the 30 days.

### III. REQUIREMENTS AND PROCEDURE -

A. *Notice* - The owner of the vehicle must give the manufacturer, converter or distributor notice in writing of the alleged defect (certified mail is recommended) and at least one opportunity to repair after the notice. The owner must then file a complaint with the Texas Motor Vehicle Commission in a timely manner and must pay a filing fee of \$35.

B. *Timing of Complaint* - A Lemon Law complaint must be filed no later than 30 months after the date of purchase. However, if the warranty covering the problem expired before the 30 months, a complaint must be filed within 6 months after the expiration or within 6 months after the vehicle reached 24,000 miles whichever comes first. To be on the safe side, file the complaint as soon as you realize the dealer is having problems repairing the vehicle.

C. *Procedure* - The manufacturer and dealer will be contacted. If all other attempts to repair the vehicle are unsuccessful a hearing before the Commission will be scheduled. The Lemon Law hearing is your opportunity to prove your case. You may present your own testimony or that of witnesses, as well as letters, repair orders or anything else you may have to show the Hearing Examiner that you should get your vehicle repurchased or replaced.

D. *Proving Your Case* - It is important to keep a complete, accurate record of all your dealings with the manufacturer and dealer, including copies of all repair orders, letters and records of phone calls. You will be given an opportunity to present your own side of the story first. The manufacturer's representative will then have an opportunity to ask you questions about statements that you made or about documents you presented. Therefore, it is a smart move to consult with an attorney beforehand. You may hire your own attorney to represent you at the hearing. However, this is not absolutely necessary. Legal Assistance Attorneys can assist you in preparing your case or providing advice on the Lemon Law. You should also contact the Texas Department of Transportation, Motor Vehicle Division, Consumer Affairs Section, at 1-800-622-8682, for more information. If you are not satisfied with the results of the hearing, you may file a lawsuit against the manufacturer for breach of warranty or deceptive trade practices.

**FOR ADDITIONAL INFORMATION CONTACT THE FORT SAM HOUSTON LEGAL ASSISTANCE OFFICE at 210-221-2353.**

The Texas Lemon Law can be found at Texas Occupations Code Annotated, Chapter 2301, Subchapter M (formerly Vernon's Revised Texas Civil Statutes, Article 4413(36), Section 6.07). The law is administered by the Texas Department of Transportation's Motor Vehicle Division and its Motor Vehicle Board.