

I just bought a used vehicle. It doesn't work properly.

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Learn what you can do if you buy a used vehicle that breaks down or needs costly repairs shortly after you bought it.

I regret buying a used vehicle. Can I return it?

You can't return a used vehicle and cancel the sale simply because you have changed your mind. The law has no "cooling off" period after you buy a vehicle. Once you sign the contract, the vehicle is yours.

The dealer didn't offer any warranties (guarantees) on my used vehicle. Does this mean my vehicle isn't covered by any warranties even if it develops major problems shortly after I bought it?

No. Every used vehicle sold by a dealer in Washington has an "implied warranty of merchantability." This is also called an implied warranty.

If you bought a **new** vehicle that doesn't work, you should see if the Washington Attorney General can help you with Lemon Law arbitration (<https://www.atg.wa.gov/general-lemon-law>).

What is an implied warranty of merchantability?

It is a warranty that gives you the right to expect that your vehicle will be:

- Fit for ordinary driving purposes for a reasonable time.
- Reasonably safe and without substantial defects (problems).
- Of average quality of similar vehicles sold under similar conditions by other sellers in the same price range and region. (You don't expect an older car sold for \$5,000 to have the same qualities as a newer car sold for \$15,000.)

What if I was sold an unsafe vehicle?

Every vehicle a dealer sells must meet safety requirements for brakes, lights, mirrors, tires, seat belts, and other roadworthiness requirements. If a dealer sold you a vehicle without these safety features, file a complaint with the Department of Licensing. (<https://dol.wa.gov/professional-licenses/file-complaint#dol.wa.gov>) You should also try to talk with a lawyer about the possibility of cancelling the contract, suing on the dealer's bond or demanding the dealer make repairs to meet the minimum safety requirements.

Is there a checklist showing what an implied warranty covers?

No. What is acceptable quality for one used vehicle **might not be** for another. You should consider things like:

- how much you paid for the vehicle
- its age
- its mileage
- the kinds of problems you are having
- when these problems happened

For example, a vehicle that overheats and has starting problems within the first few hours or even first few days after you bought it may be a violation of the implied warranty of merchantability.

A sticker on the vehicle I bought said they were selling it “as is.” The sales contract seems to say I waived (gave up) all warranties. Have I given up my right to an implied warranty?

No. Even if they sold you the vehicle “as is,” you **only** gave up the implied warranty of merchantability if **both** these are also true:

- You and the dealer must have expressly negotiated the waiver and reached an agreement that your vehicle doesn’t come with an implied warranty **and**
- The dealer must give you a written statement of which characteristics or parts of the vehicle are **not** under warranty.

If the dealer didn’t do **both** of those, then you will still have an implied warranty.

The dealer sold me a service contract. Does this mean I waived the implied warranty?

No. You did **not** waive the implied warranty if the dealer sold you a service contract within 90 days after you bought the vehicle.

Service contracts often are not worth the money. They don't cover all repairs. They can have lots of exceptions that can limit how you can use them. If you can't use your contract to get needed repairs done, you can try to make the claim that an implied warranty should cover those same repairs.

What can I ask the vehicle dealer to do?

You can ask them to repair your vehicle themselves or pay to have it repaired. If the dealer won't make all the repairs for free, think about compromising. A compromised solution will be faster (and maybe better) than the other choices.

Any agreement you reach with the dealer should:

- be in writing
- say who will do the repairs
- say what the repairs will be
- say what your percent or part of the cost will be, if any

Be careful about bringing the vehicle to the dealer for repairs if you owe the dealer money on a down payment or on your monthly payments. Your dealer might refuse to return your vehicle unless you make these payments and treat the return as a "voluntary repossession." Try to get the dealer to agree to repairs at an offsite mechanic that you trust.

You can try to ask the dealer (and your lender if you applied for your loan at the vehicle dealer's business) to cancel the contract, take back the vehicle, and refund your money. But dealers (and lenders) usually do not agree to cancel a sale.

Can I get help resolving my dispute with the dealer if I can't do it myself?

Yes. You can ask the Washington **Attorney General's Office** for help. If you file a complaint (<https://www.atg.wa.gov/file-complaint>), they may be able to mediate your dispute with the vehicle dealer (but only if you and the dealer agree to mediation).

I tried filing a complaint with the Attorney General's Office. It didn't. What now?

You can sue in court to try to get back the cost of your damages. Your "**damages**" are the difference between the value of the vehicle you got and its value as warranted. You can also use repair costs to measure the damages.

The amount of the damages determines which court you will file in:

- **Damages up to \$10,000:** You can sue in Small Claims Court for up to \$10,000. Small Claims Court is informal. Small claims courts generally don't allow lawyers to handle cases.
- **Damages of more than \$10,000:** If you are suing for more than \$10,000, you must sue in **District Court or Superior Court**. You will probably have to hire a lawyer. If your damages are slightly more than \$10,000 and you can't hire a lawyer, you may want to take a small loss and sue for \$10,000 in Small Claims Court.

You can't sue in Small Claims Court to cancel the contract or to force a dealer to make repairs. You can **only** sue in Small Claims Court for a money judgment.

Can I ask the dealer to take back the broken vehicle and trade it for a working vehicle that they have on their lot?

You can try to but the dealer might not agree. If they do, **make sure to get everything in writing** to document the trade of vehicles and anything else related to changes to the financing, loan, paperwork, registration, or contract.

You might have to agree to new terms. You might not be able to find a similar enough vehicle on their lot for the same price so you **could end up paying more** than you originally planned. It could be cheaper for you to try to compromise with the dealer to repair the broken vehicle.

What if I want to cancel the contract, return the vehicle, and get my money back?

You should talk to a lawyer (<https://nwclc.org/apply-for-help/>) to find out if you can revoke (take back) acceptance of the sale and cancel the contract. It is hard to get a contract cancelled.

Don't stop making payments if you want to cancel the contract because the vehicle needs repairs. If you miss even one payment, the dealer or lender can repossess your vehicle.

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