

First name  
Last name  
Phone number

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# Understanding Florida Lemon Law



The Florida lemon law, also known as the Motor Vehicle Warranty Enforcement Act, covers cars and trucks sold in Florida to transport persons or property. The law further covers recreational vehicles as well as leased vehicles, if the consumer on the lease is responsible for repairs.

Think you have a lemon, click here to fill out a 30 second form.

The Florida lemon law does not cover vehicles which run on tracks, off-road vehicles, trucks with a gross vehicle weight more than 10,000 pounds, motorcycles, mopeds, or the living facilities of recreational vehicles.

The lemon law protects consumers who purchase or lease a vehicle for personal, family or household reasons. The law further protects anyone to whom the vehicle is transferred for the same purposes during the lemon law rights period, and anyone else entitled by the warranty to enforce its obligations. The law defines the "lemon law rights period" as 24 months following the vehicle's original delivery to the consumer.

The lemon law covers "nonconformities," defined as any specific defect or condition or combination thereof that substantially impairs the use, market value or safety of the vehicle. The defect and condition must also render the vehicle nonconforming to the warranty.

Problems caused by the consumer's abuse, neglect, or unauthorized modification or alteration are also not covered by the Florida lemon law.

The Florida lemon law compels manufacturers to repurchase or replace a vehicle if they are unable to correct a nonconformity after a reasonable number of attempts. The lemon law defines this as three or more times for the same problem without success, or if the vehicle is in the shop for 30 days or more without successfully repairing the problem. That duration is extended to 60 days for recreational vehicles.

If the consumer notifies the manufacturer or their authorized agent of a nonconformity within the two year lemon law rights period, the manufacturer must repair the issue. The manufacturer must repair the nonconformity even if the repairs are made after the expiration of the aforementioned term of protection.

The Florida lemon law requires manufacturers repurchasing a vehicle to pay the cash price for the vehicle, including any allowance for a trade-in vehicle. The manufacturer must also pay collateral charges, including sales taxes, title charges, manufacturer-installed or agent-installed items and earned finance charges. Manufacturers must also repay reasonably incurred incidental charges directly caused by the vehicle's nonconformity. The manufacturer may withhold a reasonable offset for use, calculated from the number of miles attributable to the consumer's use up to the date of the first arbitration hearing.

When replacing a vehicle, a manufacturer must provide a replacement vehicle that is either identical or of comparable value. The manufacturer must also reimburse the consumer for fees and sales taxes, as well as necessary towing and rental costs incurred as a direct result of the nonconformity.

The Florida lemon law states its protections don't apply to a consumer who hasn't first resorted to the manufacturer's established informal dispute settlement procedure, i.e. arbitration. The arbitration mechanism must be certified by the Florida Division of Consumer Services. The manufacturer must also have provided adequate written notice of the mechanism's existence, including its incorporation into the terms of the warranty.

For more information on arbitration and other frequently asked lemon law questions, click here

The manufacturer must abide by the decision of the arbitrator, while the consumer does not. If dissatisfied with the outcome, a consumer can bring civil action in court. By filing a claim under the Magnuson-Moss Warranty Act, Florida consumers can hire lawyers who will represent them without the vehicle owner having to pay any attorneys' fees directly out of their pocket. This is because the federal Act provides that the vehicle manufacturer shall pay the claimants' reasonable attorneys' fees if the claimant prevails against the manufacturer.

The Magnuson-Moss Warranty Act can help you when the lemon law in Florida fails you. The lemon law requires consumers to file a complaint within 60 days after the 24 month "lemon law rights period" of protection. However, the federal Magnuson Moss Warranty Act supersedes state law and borrows the statute of limitations from the state in which the claim takes place. This statute lasts four years in Florida, meaning Florida consumers have four years to file a federal lemon law claim.

This is no Florida used car lemon law. The state's law excludes used cars from coverage, unless they are still covered by their original manufacturer's warranty. Florida's Motor Vehicle Warranty Enforcement Act specifically states subsequent owners are covered if the vehicle is transferred during the 24 month "lemon law rights period." The federal Magnuson-Moss Warranty Act, however, covers any defect that occurs within the vehicle manufacturer's warranty irrespective of the state's lemon law.

The state lemon law and the Magnuson-Moss Warranty Act lets consumers recover attorney's fees if they prevail in court. Florida's state statute reads the consumer shall include "attorney's fees incurred in obtaining confirmation of the award, and all costs and continuing damages in the amount of \$25 per day for each day beyond the 40-day period following a manufacturer's receipt of the arbitrator's decision."

The Magnuson-Moss Warranty Act, regardless of the state in which you pursue the case, allows you to recover attorney's fees.

When resorting to using the lemon law in Florida, hiring a lemon law attorney is one of the best decisions you can make. Allen Stewart, P.C.'s experienced and dedicated lawyers know how to navigate the often complex state and federal lemon law processes and bring your claim to a just conclusion. Our lemon lawyers are ready to fight for you, including facing vehicle manufacturers in court.

Lemonlawusa.org encourages vehicle owners with a lemon to hire a lemon law attorney. You can bet the car manufacturers have legal counsel at the ready to help defend against lemon law claims both in arbitration and in court.

The lemon law in Florida can help consumers, but precise record keeping makes it much easier. Consumers filing a claim under the state's law should keep track of what problems they have with the vehicle, when they first noticed those problems, when they reported them to the manufacturer, when the vehicle went in for repairs, when they got their vehicle back and what repairs the manufacturer or its designated agent attempted to fix the problem.

These records, when well kept, help Florida lemon law lawyers craft claims more likely to resolve positively for consumers. Keep track of all your records and be ready to present them to your attorney.

The lemon law in Florida requires manufacturers that repurchase defective vehicles pay the consumer the vehicle's full purchase price including trade-in allowances, collateral charges including sales taxes and title charges, service charges, finance charges and "reasonably incurred incidental charges." The manufacturer can deduct from this amount a "reasonable offset for the vehicle's use" depending on miles driven before the arbitration hearing.

Manufacturers replacing a vehicle must provide a new vehicle that is identical or "reasonably equivalent" to the vehicle being replaced.

A client can use their settlement proceeds for anything they want after their claim resolves.

Clients remain on the hook for those car payments if they financed their vehicle, even when the vehicle is under repair for defects. Clients must continue making their car payments throughout the lifetime of their lemon law claim, as falling behind can negatively affect their claim. Once they receive their settlement funds, they can use those funds to pay off the remainder of their loan and get out from under a nonconforming, defective vehicle.

If you purchased your defective vehicle outright, your settlement funds could go to purchasing a new vehicle instead. Funds recovered through your lemon law claim could be used as a down payment on a new vehicle – hopefully one without recurring, unfixable problems.

You can use the money recovered through a successful lemon law claim any way you see fit. That money represents more than reparation for money lost on a defective vehicle. It represents you standing up and asserting your rights as an American consumer. Statutes of limitations mean the longer you wait the fewer options you have. Contact us today so we can get you back behind the wheel.

This information brought to you by Allen Stewart P.C.