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I just bought a used car. It does not work properly.

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- ❖ Read this only if you live in the state of Washington.
 - ❖ You can find all the fact sheets we link to here at WashingtonLawHelp.org.
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Should I read this?

Yes, if your used car breaks down or needs expensive repairs soon after you bought it from a dealer.

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- ❖ You cannot return a used car and cancel the sale simply because you have changed your mind. The law has no “cooling off” period after you buy a car. Once you sign the contract, the car is yours. Read [Tips for Buying a Used Car](#).
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The car dealer did not offer any warranties (guarantees) on my used car. Does this mean my car is not covered by any warranties even if it develops major problems soon after I bought it?

No. Every used car sold by a dealer in Washington has an “implied warranty of merchantability.”

What is an implied warranty of merchantability?

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

- fit for ordinary driving purposes for a reasonable time.
- reasonably safe and without substantial defects (problems).
- the average quality of similar cars sold under similar conditions by other sellers in the same price range. (You do not expect an older car sold for \$5,000 to have the same qualities as a newer car sold for \$15,000.)

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- ❖ Every car a dealer sells must meet safety requirements for brakes, lights, mirrors, tires, seat belts, and so on. If a dealer sold you a car without these safety features, file a complaint with the Department of Licensing. See [Vehicle Dealers, Manufacturers, and For Hire Complaint – DOL](#).
 - ❖ You should also talk with a lawyer about the possibility of cancelling the contract, suing on the dealer's bond or demanding the dealer to meet the minimum safety requirements.
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Is there a checklist showing what an implied warranty covers?

No. What is acceptable quality for one used car may not be for another. You should take into account things like:

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

For example, a car that overheats and has starting problems 3 hours or 3 days after you bought it may be a violation of the implied warranty of merchantability.

A sticker on the car 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 car “as is,” you **only** gave up the implied warranty of merchantability if **both** these are also true (this rarely happens):

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

Service contracts often are not worth the money. They do not cover all repairs. If you cannot use your contract to get needed repairs done, you can try to claim an implied warranty should cover those same repairs.

What can I ask the car dealer to do?

You can ask them to repair your car themselves or pay to have it repaired. If the dealer will not make all repairs free, think about compromising. A compromise 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 cost will be, if any

Be careful about bringing the car in if you owe the dealer money on a down payment or on your monthly payments. Your dealer might refuse to return your car unless you make these payments and treat the return as a “voluntary repossession.”

You can ask the dealer (and your lender if you applied for your loan at the car dealer's business) to cancel the contract, take back the car, 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 used car dealer if I cannot do it myself?

Yes. You can ask the **Attorney General's Office** for help. Visit www.atg.wa.gov/file-complaint. If you file a complaint, they may be able to mediate your dispute with the car dealer (but only if you and the dealer agree to mediation). Read [Mediation: Should I Use It?](#)

I tried filing a complaint with the Attorney General's Office. It did not help. What now?

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

The court you will file in will depend on how much in damages you are looking for:

- **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 do not allow lawyers to handle cases. Read [Small Claims Court](#) to learn more.
- **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 cannot hire a lawyer, you may want to take a small loss and sue for \$10,000 in Small Claims Court.

❖ You cannot 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.

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

You should talk to a lawyer 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.

Do not stop making payments if you want to cancel the contract because the car needs repairs. If you miss even one payment, the dealer or lender can repossess your vehicle. Read [Vehicle Repossession](#).

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