Lemon Law Packet

Florida · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2024 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: Florida

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Contents

1. Florida Arbitration Claim Narrative — Draft
2. Repair-History Organizer
3. Evidence Checklist — Florida
4. Motor Vehicle Defect Notification + Demand Letter — Florida
5. Filing Instructions — Florida

Important notices

Draft documents generated from your answers. Read every sentence and delete anything that isn't accurate for your situation before you sign, send, or file. DIY document automation — not legal advice. No attorney reviews anything.

1. Florida Arbitration Claim Narrative — Draft

*File a **Request for Arbitration** with the **Florida New Motor Vehicle Arbitration Board** (administered by the Attorney General's office) — or with the manufacturer's **state-certified program first** if your warranty materials explain how to file with it. The AG's Lemon Law Arbitration Division screens every request for eligibility. Copy these facts into the official Request for Arbitration form.*

Claimant

SAMPLE — Example Owner (fictional)
100 Example Street, Sampletown
555-010-1234 · example@example.com

Vehicle

2024 Example Motors Pathway — VIN 1EXAMPLE000000000
Purchased/leased in Florida from: Example Motors on January 5, 2025
Delivery date: January 10, 2025 · Current mileage: 15,000

Nonconformity

The engine stalls at idle and sometimes will not restart — I allege that this defect substantially impairs the use, value, or safety of the vehicle. To my knowledge, it was first reported within the 24-month Lemon Law rights period.

Repair history (4 attempts)

#	Dates (days out)	Dealer	Reported	Result
1	Feb 3, 2025 to Feb 5, 2025 (2 days)	Example Motors Service	Engine stalls at idle	Cleaned throttle body — defect persists
2	Mar 10, 2025 to Mar 12, 2025 (2 days)	Example Motors Service	Engine stalls at idle	Replaced sensor — defect persists
3	Apr 14, 2025 to Apr 21, 2025 (7 days)	Example Motors Service	Engine stalls at idle	Replaced control module — defect persists
4	Jun 2, 2025 to Jun 6, 2025 (4 days)	Example Motors Service	Engine stalls at idle	Could not duplicate — defect persists

Manufacturer notice

I sent the Motor Vehicle Defect Notification to the manufacturer on May 1, 2025 by registered or express mail, giving a final repair opportunity.

Relief requested

Under the Florida Motor Vehicle Warranty Enforcement Act (Ch. 681), I request a hearing before the Arbitration Board for **refund of the purchase price**, including all reasonably incurred collateral and incidental charges. Florida gives the consumer an unconditional right to choose a refund rather than a replacement (§ 681.104(2)(a)).

Filing deadline

Estimated from the dates I entered: **March 11, 2027** (60 days after the 24-month rights period). I will confirm it before filing.

Signature: _____ Date: _____

SAMPLE — Example Owner (fictional)

2. Repair-History Organizer

*Attach every repair order — even visits where they found "no problem." Total out of service: **15** calendar days (date out minus date in) across 4 visits. Your state may count days differently — use your repair orders as the record. Keyed to Florida's tests: 3+ attempts for the same defect, 15+ days out of service (notice trigger), 30+ days (presumption).*

#	In	Out	Days	Dealer	Reported	Result	RO #
1	Feb 3, 2025	Feb 5, 2025	2	Example Motors Service	Engine stalls at idle	Cleaned throttle body — defect persists	RO-1001
2	Mar 10, 2025	Mar 12, 2025	2	Example Motors Service	Engine stalls at idle	Replaced sensor — defect persists	RO-1002
3	Apr 14, 2025	Apr 21, 2025	7	Example Motors Service	Engine stalls at idle	Replaced control module — defect persists	RO-1003
4	Jun 2, 2025	Jun 6, 2025	4	Example Motors Service	Engine stalls at idle	Could not duplicate — defect persists	RO-1004

Key dates timeline

Your dates in order. Months are counted from delivery; odometer readings are the ones you entered.

Date	Event	Months after delivery	Odometer
January 10, 2025	Vehicle delivered to you	0	12
February 3, 2025	Repair visit 1 — in (Example Motors Service)	0	3,000
February 5, 2025	Repair visit 1 — out (2 days in the shop)	0	
March 10, 2025	Repair visit 2 — in (Example Motors Service)	2	
March 12, 2025	Repair visit 2 — out (2 days in the shop)	2	
April 14, 2025	Repair visit 3 — in (Example Motors Service)	3	
April 21, 2025	Repair visit 3 — out (7 days in the shop)	3	
May 1, 2025	Written notice to the manufacturer	3	
June 2, 2025	Repair visit 4 — in (Example Motors Service)	4	
June 6, 2025	Repair visit 4 — out (4 days in the shop)	4	
March 11, 2027	Estimated filing deadline (60 days after the rights period) — an estimate; confirm it yourself	26	

Your record beside Florida's tests

The numbers you entered, next to the presumption tests our Florida guide describes. This is a side-by-side comparison, not a finding that any test is met — dates, mileage, notice steps, and what your repair orders actually say all matter.

Test	What the law looks for	Your entered record
Repairs of the same problem	3+ repairs of the same nonconformity, plus written notice and a final repair attempt	4 visits entered for this defect
Days out of service	30+ cumulative days out of service (60 for RVs), plus written notice	15 calendar days from the visits you entered
Time and mileage window	During the 24-month rights period after delivery	First visit: February 3, 2025 at 3,000 miles (2,988 since delivery); latest visit: June 2, 2025

3. Evidence Checklist — Florida

Gather these before filing — organized paperwork is the backbone of any claim.

- Buyer's order / lease agreement (proof of Florida purchase or long-term lease of a new or demonstrator vehicle)
- All repair orders and invoices — every visit, even "could not duplicate" visits
- The AG's Motor Vehicle Defect Notification form (copy) + registered or express mailing receipt and delivery proof
- Express warranty booklet — highlight any pages explaining the manufacturer's certified program and how to file with it
- Photos and videos of the defect (with dates)
- Log of all phone calls and correspondence with dealer and manufacturer (dates, names)
- Loaner / rental paperwork for days the vehicle was in the shop
- Current registration, insurance, and loan/lease statements
- Any manufacturer responses, denials, or settlement offers in writing
- If you went through a certified program: the program's decision and dates (filing, decision)

4. Motor Vehicle Defect Notification + Demand Letter — Florida

Step 1: *fill out the Attorney General's* ***Motor Vehicle Defect Notification*** *form (from the AG's lemon law page) and mail it to the* ***manufacturer*** *— not the dealer; the address is in your warranty book or owner's manual — by* ***registered or express mail, return receipt requested****. Keep the mailing receipt and delivery proof.*

Step 2: *the manufacturer has* ***10 days*** *from receipt to direct you to a repair facility, then* ***10 days*** *after you deliver the vehicle to fix it (45 days for RVs). If it fails to respond or perform, the final-attempt requirement drops away.*

Step 3 (optional but recommended): *send this demand letter with it.*

SAMPLE — Example Owner (fictional)
100 Example Street, Sampletown
555-010-1234

October 19, 2026

VIA REGISTERED OR EXPRESS MAIL, RETURN RECEIPT REQUESTED

[Manufacturer Name — Customer Assistance Center]
[Manufacturer Address from warranty book]

Re: Final repair opportunity — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000

Dear Sir or Madam:

I am the owner of the above vehicle, purchased in Florida from Example Motors on January 5, 2025. The vehicle has an alleged nonconformity — a defect that I believe is covered by your warranty and substantially impairs its use, value, or safety: The engine stalls at idle and sometimes will not restart.

It has been presented for repair 4 times and the nonconformity persists. Under the Florida Motor Vehicle Warranty Enforcement Act (Ch. 681), this letter and the enclosed Motor Vehicle Defect Notification give you a final opportunity to conform the vehicle to the warranty.

Please direct me to a reasonably accessible repair facility within **10 days** of receipt. If the nonconformity is not cured, I intend to file a Request for Arbitration with the Florida New Motor Vehicle Arbitration Board seeking a refund of the purchase price.

Repair visits for this defect to date:

#	Dates	Dealer	RO #	Odometer
1	Feb 3, 2025 to Feb 5, 2025	Example Motors Service	RO-1001	3,000
2	Mar 10, 2025 to Mar 12, 2025	Example Motors Service	RO-1002	
3	Apr 14, 2025 to Apr 21, 2025	Example Motors Service	RO-1003	
4	Jun 2, 2025 to Jun 6, 2025	Example Motors Service	RO-1004	

Please send your response in writing to the address above.

Sincerely,

_____

SAMPLE — Example Owner (fictional)

Enclosures (copies — keep your originals): repair orders (RO 1001, RO 1002, RO 1003, RO 1004); purchase or lease agreement; warranty pages showing coverage.

5. Filing Instructions — Florida

Step 1 — Which forum first?

If the manufacturer had a **state-certified program** when you bought/leased AND your warranty materials explain how to file with it, start there. Otherwise — or if the program gives **no decision within 40 days**, or you're **not satisfied** with its decision (or the manufacturer doesn't comply) — go to the **Florida New Motor Vehicle Arbitration Board**.

Step 2 — Send the Defect Notification first

Mail the AG's Motor Vehicle Defect Notification form (instructions in document 4) to the manufacturer by registered or express mail, return receipt requested and keep the receipt and delivery proof. **AG warning:** filing a copy of the notification with the Attorney General is **NOT** the equivalent of filing a claim.

Step 3 — File the Request for Arbitration

File the **Request for Arbitration** form with the AG's office. The **Lemon Law Arbitration Division screens every request for eligibility** — incomplete requests get a deadline to supplement. Questions: Lemon Law Hotline **1-800-321-5366** (850-414-3500 outside Florida).

Step 4 — Deadline

Estimated from the dates you entered: **March 11, 2027**. File no later than **60 days after the 24-month rights period ends**, or **30 days after a certified program's final action** — whichever is later. The AG's materials state **no consumer filing fee**.

Step 5 — The hearing

A 3-member panel hears your case on a weekday, at a location in Florida as convenient as possible for you (hearings are held in various locations throughout the state; the Board is administered by the AG's offices in Tallahassee, Tampa, and Fort Lauderdale). It's informal — no technical evidence rules, no lawyer required (both sides may bring one at their own expense). Testimony is under oath with cross-examination; the panel may inspect or test-drive the vehicle. The hearing has two parts: first whether the vehicle is a lemon, then which remedy and amounts. The decision is usually announced verbally, with a written decision mailed later. The manufacturer must comply with an unappealed award within 40 days of receiving the written decision; an appeal goes to Circuit Court within 30 days after receipt of the written decision (trial de novo).

If your vehicle is a recreational vehicle

The route differs for RVs. Before filing a civil action on a matter subject to § 681.104, an RV buyer must first submit the dispute to the **RV mediation and arbitration program** if the dispute is deemed eligible (§ 681.1097(1)). Every manufacturer of an RV involved in an eligible dispute — including chassis and component manufacturers that separately warrant the chassis and components — must participate in a program deemed qualified by the Department of Legal Affairs (§ 681.1096(2)). If the program is determined not qualified, or its qualification is revoked, RV disputes are subject to the **state Board** provisions (§§ 681.109, 681.1095) instead (§ 681.1096(4)). Apply to the program **no later than 60 days after the Lemon Law rights period expires** (§ 681.1097(2)). Two figures also change for RVs: on the final repair attempt, the manufacturer has **45 days** from delivery of the vehicle to the designated repair facility to conform it to the warranty (10 days for other motor vehicles — § 681.104(1)(a)); and the out-of-service presumption threshold is a cumulative total of **60 or more days** (30 or more for other motor vehicles — § 681.104(3)(b)).

Remedies

Refund of the full purchase price less a reasonable offset for use, or a **replacement vehicle**. You have an unconditional right to choose a refund rather than a replacement, and the refund or replacement must include all reasonably incurred collateral and incidental charges (Fla. Stat. § 681.104(2)(a)). See the usage-offset worksheet below.

What happens next — your dated checklist

Built from the dates and steps in this packet and our state guide. It organizes the process; it is not a prediction of how your case will go.

- Mail document 4 (your notice / demand letter) by registered or express mail, return receipt requested (for the AG's Defect Notification form). You entered May 1, 2025 as your notice date — if it has not gone out yet, send it now.
- A state-certified program that gives no decision within 40 days sends you to the Board (Step 1). After a Board decision, the manufacturer must comply with an unappealed award within 40 days of receiving the written decision; an appeal goes to Circuit Court within 30 days.
- Your filing window: the deadline estimated in this packet is March 11, 2027 (143 days left). It is only as accurate as the dates you entered — verify it against your own records and the guide before relying on it.
- If your case reaches a hearing or meeting, bring: this packet, every repair order (including "could not duplicate" visits), your mailing proofs, dated photos or videos of the defect, and your call log. Keep the vehicle available for inspection if the forum asks to see it.

Mailing kit

Send document 4 by registered or express mail, return receipt requested (for the AG's Defect Notification form). Use the cover sheet below as the first page of the envelope's contents.

COVER SHEET — keep a copy with your proofs	
From	SAMPLE — Example Owner (fictional)100 Example Street, Sampletown555-010-1234 · example@example.com
To	[Manufacturer Name]the address in your warranty materials
Date	October 19, 2026
Re	Written notice of nonconformity — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000
Sent by	registered or express mail, return receipt requested (for the AG's Defect Notification form)
Enclosed	Demand / notice letter (document 4) · Repair-history organizer (document 2) · Copies of repair orders

Keep these proofs:

- The stamped mailing receipt (certified / registered / overnight) and the tracking number
- The signed return receipt (green card) when it comes back — it proves the delivery date several deadlines count from
- A complete copy or scan of everything you mailed, exactly as mailed
- A log line for the mailing: date, post office or carrier, tracking number, and what was enclosed
- Mail copies, never your only originals of repair orders or contracts

Usage-offset worksheet — an illustration, not your award

This applies the usage rule described in our Florida guide to the numbers you entered. It is bookkeeping, not a prediction of any refund, award, or eligibility. Taxes, fees, finance charges, incidental costs, and other adjustments are not included.

Florida: miles attributable to you up to the date of a settlement agreement or arbitration hearing (whichever comes first) × the base selling price on the purchase invoice, excluding taxes, government fees, and dealer fees (for a lease, the agreed-upon value in the lease) ÷ 120,000 — or ÷ 60,000 for a recreational vehicle, which is not modeled here (Fla. Stat. § 681.102). This worksheet uses your current odometer minus the delivery odometer as an illustration; the legally relevant date is the settlement or hearing.

Line	Figure
A. Base selling price (excluding taxes, government fees, and dealer fees)	$35,000.00
B. Odometer at delivery	12
C. Current odometer (illustrative; the settlement or hearing date controls)	15,000
D. Miles attributable to you (C − B)	14,988
E. Illustrated reasonable offset for use (A × D ÷ 120,000)	$4,371.50
Price after the illustrated offset (bookkeeping only — not what you would receive)	$30,628.50

Important notices

Some statements in these documents are generated from your answers — read every sentence and delete anything that isn't accurate for your situation. Fill in the bracketed parts. You sign, send, and file everything yourself. Deadlines shown are estimates from the dates you entered — confirm them.

Not legal advice. This is not legal advice. Lemon law is fact-specific — for advice about your own situation, talk to a licensed attorney in your state. LemonLawPath is not a substitute for the advice of an attorney. It provides document automation and general legal information only — no eligibility determinations and no outcome promises. No attorney reviews anything on this site — LemonLawPath is DIY document-automation software, not a law firm.