Lemon Law Packet

VA · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2024 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: VA

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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. Virginia Lemon Law Claim Narrative — Draft

*Virginia has **no state lemon-law form, board, or hearing** — the Motor Vehicle Warranty Enforcement Act (§§59.1-207.9–207.16) is enforced by a **private court action brought by the consumer**. This narrative organizes your facts for that action or for an attorney consultation. Written notice to the manufacturer (document 4) is a **precondition** to relief, and an action must be **commenced within the 18-month rights period**.*

Claimant

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

Vehicle

2024 Example Motors Pathway — VIN 1EXAMPLE000000000
Purchased/leased from: Example Motors on January 5, 2025
Original delivery date: January 10, 2025 · Mileage at delivery: 12 · Current mileage: 15,000

Nonconformity

The engine stalls at idle and sometimes will not restart — I allege the nonconformity substantially impairs the use, value, or safety of the vehicle, and that the attempts and days below occurred within the 18-month lemon law rights period from delivery.

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

Written notice

I gave the manufacturer written notice of the nonconformity on **May 1, 2025**, at the name and address stated with the warranty / in the owner's manual, and allowed the additional opportunity of up to 15 days §59.1-207.13 provides.

Relief requested

Under §59.1-207.13, at my election I request **a refund of the full contract price including collateral charges, plus incidental damages, less the statutory reasonable allowance for use**.

Filing deadline

An action must be **commenced within the 18-month rights period** — estimated from the dates I entered, the period ends **July 10, 2026**. If I resorted to the manufacturer's informal dispute procedure within the period and it did not resolve the matter, the deadline is the later of that date or 12 months after the manufacturer's final action in the procedure (§59.1-207.16). I will confirm my deadline 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.*

#	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	
July 10, 2026	Estimated deadline to commence an action (18-month rights period) (appears to have passed) — an estimate; confirm it yourself	18	

Your record beside Virginia's tests

The numbers you entered, next to the presumption tests our Virginia 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	4 visits entered for this defect
Safety path	1+ repair of a serious safety defect	You did not mark the defect as a serious safety hazard
Days out of service	30+ cumulative days out of service (one or more defects)	15 calendar days from the visits you entered
Time and mileage window	Within the 18-month lemon law rights period from delivery	First visit: February 3, 2025 at 3,000 miles (2,988 since delivery); latest visit: June 2, 2025

3. Evidence Checklist — Virginia

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

- Buyer's order / lease agreement and all finance paperwork
- All repair orders and invoices — every visit, even "could not duplicate" visits
- Your written notice to the manufacturer (document 4) + mailing proof — notice is a precondition to relief
- The warranty booklet / owner's manual page stating the manufacturer's name and address for notice
- Receipts for incidental damages (towing, rental, and similar out-of-pocket costs caused by the defect)
- Express warranty booklet / warranty terms
- Photos and videos of the defect (with dates)
- Log of all phone calls and correspondence with dealer and manufacturer (dates, names)
- Current registration, insurance, and loan/lease statements
- Any manufacturer responses, denials, or settlement offers in writing
- If you used the manufacturer's informal dispute procedure: its final-action letter (it can extend your filing deadline)

4. Written Notice and Demand Letter — Virginia

*This letter is the **written notice §59.1-207.13 requires** before relief — send it to the **manufacturer, at the name and address stated with the warranty or in your owner's manual**. The Act prescribes no mailing method; certified mail, return receipt requested, gives you proof. After notice, the manufacturer gets an **additional opportunity of up to 15 days** to cure.*

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

October 19, 2026

[Manufacturer Name — as stated with the warranty / in the owner's manual]
[Manufacturer Address from the same source]

Re: Written notice of nonconformity under Va. Code §59.1-207.13 — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000

Dear Sir or Madam:

I am the owner of the above vehicle, purchased from Example Motors on January 5, 2025 and delivered to me on January 10, 2025. The vehicle has a nonconformity covered by your written warranty that substantially impairs its use, value, or safety: The engine stalls at idle and sometimes will not restart.

The nonconformity has been presented for repair 4 times (dealerships and dates in the attached repair history) and persists. This letter is the written notice §59.1-207.13 requires. I understand you have an additional opportunity, of up to 15 days from this notice, to correct the nonconformity. If it is not corrected, I will pursue the Act's remedies, and I elect a refund of the full contract price including collateral charges, plus incidental damages, less the statutory reasonable allowance for use. An action under the Act must be commenced within the 18-month rights period, and I intend to protect that deadline.

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 — Virginia

Deadline check: Your estimated deadline to commence an action (18-month rights period) (July 10, 2026) appears to have passed 101 days ago. Verify it immediately, and talk to a licensed attorney about your options before relying on these documents.

Step 1 — Written notice to the manufacturer

Send document 4 to the manufacturer at the name and address stated with the warranty or in the owner's manual. Notice is a **precondition** to relief; the manufacturer then gets an additional opportunity of up to **15 days**.

Step 2 — Optional: the manufacturer's informal dispute procedure

If the manufacturer has an informal dispute settlement procedure under 16 CFR Part 703 (§59.1-207.15), you may use it — Virginia does not require it first. Using it matters for time: if you resorted to it **within** the rights period and it did not satisfactorily resolve the matter, your deadline to file becomes the **later of** the rights-period end or **12 months after the manufacturer's final action** in that procedure (§59.1-207.16). Keep the final-action letter.

Step 3 — Commence a court action in time

An action must be **commenced within the 18-month lemon law rights period** — estimated from the dates you entered, the period ends **July 10, 2026**. The Act names no specific court ("the proper court") and states no filing fee — a clerk of court or an attorney can confirm both for your case.

Step 4 — Complaints and counsel

The Attorney General's Consumer Protection Hotline (1-800-552-9963) takes consumer complaints, and the Virginia State Bar's Lawyer Referral Service can connect you with counsel — neither is a lemon-law filing. A prevailing consumer may recover reasonable attorney's fees (§59.1-207.14), which is why many lemon-law attorneys review these cases at no upfront cost.

Remedies

At your election: **replacement** with a comparable motor vehicle, or **refund** of the full contract price including collateral charges, plus incidental damages, less a reasonable allowance for use — capped at one-half the IRS per-mile rate plus any loss to the vehicle's fair market value (§59.1-207.11). The worksheet in this packet shows the components; the Act states no per-mile dollar figure to compute.

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 in writing — the Act sets no mailing method; certified mail, return receipt requested, gives you proof of delivery. You entered May 1, 2025 as your notice date — if it has not gone out yet, send it now.
- After your written notice, the manufacturer gets an additional opportunity of up to 15 days to cure the nonconformity (§59.1-207.13).
- Your filing window: the deadline estimated in this packet is July 10, 2026 (This deadline appears to have passed — verify immediately). 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 in writing — the Act sets no mailing method; certified mail, return receipt requested, gives you proof of delivery. 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 name and address stated with the warranty or in your owner's manual
Date	October 19, 2026
Re	Written notice of nonconformity — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000
Sent by	in writing — the Act sets no mailing method; certified mail, return receipt requested, gives you proof of delivery
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 Virginia 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.

Virginia: refund of the full contract price, including collateral charges, plus incidental damages, less a reasonable allowance for use. The allowance is capped at one-half of the amount allowed per mile by the Internal Revenue Service, plus an amount for any loss to the vehicle's fair market value (§59.1-207.11) — the statute states the cap by reference and fixes no per-mile dollar figure, so no deduction is calculated here.

Line	Figure
A. Full contract price (including collateral charges)	$35,000.00
B. Incidental damages (towing, rental, and similar — from your receipts)	$_____
C. Reasonable allowance for use (capped as described above; set by agreement or the court)	$_____
D. Odometer at delivery	12
E. Allowance measured to the date of your first written notice to the manufacturer (§59.1-207.13)	date-based, not mileage-based

Fill in the blanks from your contract and receipts. The allowance itself is not a mileage formula you can compute from this worksheet.

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.

Talk to a lemon law attorney first: Your estimated deadline to commence an action (18-month rights period) (July 10, 2026) appears to have passed 101 days ago. Verify it immediately, and talk to a licensed attorney about your options before relying on these documents.

Talk to a lemon law attorney first: Virginia actions must be COMMENCED within the 18-month rights period (or the informal-procedure extension in §59.1-207.16). If it's close, talk to a lemon law attorney right away.

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.