



VIRGINIA
LEGAL AID
SOCIETY

GETTING AUTO REPAIRS

The Automobile Repair Facilities Act governs auto repairs in Virginia. You have the right to have the repairs to your automobile performed in a proper and effective manner.

Before Taking Your Car to be Repaired

Find out everything you can about the mechanic/repair shop. Call the Office of Consumer Affairs in Richmond (800-552-9963) or the Better Business Bureau in your area to find out if there are any complaints against this mechanic/repair shop. If you have access to the internet, you can go to the Virginia Courts' internet web site <http://www.courts.state.va.us> to find out how often the mechanic and/or the repair shop have been taken to court. Simple research can often save a lot of time and anguish later.

Before Authorizing the Repair

You should request a written statement of:

1. The estimated cost of labor,
2. The estimated cost of parts,
3. A description of the problem or work to be done, and
4. When the work will be completed.

You should also find out if the work to be performed comes with a warranty. Warranties may be given orally or in writing. Always ask for the warranty to be in writing. A written warranty can be added to the written invoice or the estimate. Getting a written warranty can be used as evidence if you have to take the mechanic/repair shop to court.

The mechanic may refuse to give you a written estimate if he is not going to do the work. If you have requested a written estimate, no repair work may begin, other than examining the car for

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preparation of the estimate, until the written estimate has been given to you and you have authorized the work. The mechanic/repair shop may charge you a reasonable fee to diagnose and prepare a written estimate provided the repairman has disclosed this fee to you. This charge may be disclosed by a sign conspicuously posted at the entrance of the automobile repair facility or it may be given to you.

The vehicle repair shop must display a sign called “**CUSTOMER RIGHTS.**” These rights must tell you the following:

1. That you may ask for and receive a written estimate,
2. That no repair work charge may cost more than 10% above the written estimate unless you authorize the charge,
3. Any conditions the repair shop has for providing a written estimate,
4. That the repair shop must offer to return all replaced parts except those parts that must be returned to the manufacturer or distributor, and
5. That complaints may be made to the Virginia Office of Consumer Affairs by calling 1-800-552-9963.

Once the Work is Completed

The repair shop must give you a written invoice which states the following:

1. The work performed,
2. The charges for parts,
3. The charges for labor, and
4. Which parts are under warranty, rebuilt, and/or reconditioned.

Violating any of these terms is a violation of the Virginia Consumer Protection Act. The Virginia Consumer Protection Act gives you the right to sue the mechanic/repair shop for the greater of \$500 or the actual damages you suffered. You may be able to recover the greater of \$1,000 or triple the actual damages once you prove that the violation was willful and/or deliberate as defined by law. The Virginia Consumer Protection Act also allows for the award of attorney’s fees and court costs by the court, so you may be able to get a private attorney to take your case.

When the Repairs Were Not Correctly Made

If the vehicle does not function properly after repairs are made, it must be determined whether it is the result of poor work or a problem that is unrelated to the repairs already completed.

Inform the mechanic/repair shop where the work was done. If there is a problem regarding the repairs that have already been made, ask for a written estimate for the cost, if any, for the repairs before you leave your vehicle. Make sure that you bring with you a copy of your original written warranty. In most cases, the mechanic and/or repair shop will correct the problem at no extra charge.

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If they maintain that the problem is unrelated to the work you had done there, and will charge for additional work, you should get another opinion before authorizing the new work. If the new mechanic/repair shop states the problem is a result of defective repair work by the first repair shop, ask them to put that in writing and their estimate of the costs to repair the defect. Get that person's, and the company's, full name and address. You may need it if you have to go to court. Take a copy of the written description of the defective repair work to the original mechanic/repair shop and politely demand that the problem be remedied by the original repair shop at no extra charge.

It may be necessary to bring an action in court in order to recover the cost of correcting the defective work. If you need to sue the first mechanic/repair shop for the faulty repair work and if the cost to correct the defective work is less than \$25,000, you may file a Warrant in Debt in the General District Court where the mechanic/repair shop is located. If the cost of the repairs is more than \$25,000 then you will need to file an action in Circuit Court so that you have more time and can go to court to get evidence admitted. You will probably need to have an attorney to represent you in Circuit Court. Make sure you mail a certified copy, return receipt requested, of the court papers to the mechanic/repair shop at least 10 days before the hearing date. Take the return receipt and/or certified receipt to court, in case no one appears on behalf of the repair shop.

Take all your receipts, work orders, canceled checks, money orders, warranties, and any other documents about the vehicle repair with you to court for the hearing. Get an affidavit (sworn, notarized statement) from another mechanic who is qualified to make an appraisal and estimate of the work needed to correct the problem with your car. The affidavit must say that the mechanic is qualified to give his opinion, must include the name and address of the mechanic's business or employer, the length of time he's done such work, and a statement as to what needs to be done and how much it will cost. If the total amount is over \$2,500, then you must mail or deliver to the opposing party a copy of the affidavit at least seven days before the hearing. If it's \$2,500 or less, you don't need to give a copy before the hearing, but make sure to have extra copies at the hearing to give one to the opposing party and keep one for yourself. The judge gets the original of the affidavit.

Instead of, or in addition to, the affidavit mentioned in the prior paragraph, you may choose to subpoena the second mechanic/repair shop who diagnosed the problem and gave you a new estimate to make sure he is in court for the hearing. It is not necessary to have the mechanic in court to testify if you have a proper affidavit. It will cost you to subpoena the witness, and there are more steps involved. That mechanic can tell the judge what the first repair shop did wrong and how much it will cost to repair the vehicle properly. You must have your request for the witness subpoena to the clerk's office at least 10 days before the hearing. The clerk will need to have the name, address, and telephone number of each witness so she can send the witness subpoena in time. If you do not have this information, you may contact the State Corporation Commission and ask who the registered agent is for the repair shop, and obtain their information so they may be served. The clerk of court can tell you how much it will cost to have the subpoena served on the second mechanic/repair shop.

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Failure to Pay for the Repair Work

Every repair shop has a lien up to a maximum of \$500 for storage and an additional \$800 for repairs on every vehicle towed, stored, or repaired. When the bill is not paid, the mechanic/repair shop may keep the vehicle until the lien is paid in full. However, the repair shop may not keep your personal property which is located in the vehicle unless it is attached to the vehicle.

You can either pay what the garage claims you owe them or you can bring an action in court to recover the vehicle. If you need the vehicle immediately but you believe you are being overcharged, then put the words “paid under protest” on the note line of your check or money order. This can help protect your rights later if you decide that you need to take them to court.

If you do not want to pay the full amount and you want a judge to decide how much you owe then you should file a court action within 10 days after you are first told of the amount owed. This is done to make sure the garage does not sell your vehicle before the hearing date. You would list yourself as the plaintiff and you would list the mechanic or repair shop as the defendant. You may have to post a bond equal to the amount of the lien plus court costs. The bond is to pay the amount owed to the repair shop, if the judge decides you must pay.

If the vehicle is worth less than \$7,500, the repair shop can sell your vehicle to pay the amount of the lien if you do not pay it within 10 days after the bill is due. If it's worth less than \$7,500, the repair shop can get a new title from Department of Motor Vehicles to allow them to make the sale and transfer title to the buyer, without going to court. If the vehicle is valued between \$7,500 and \$25,000, the repair shop must petition the General District Court to allow them to sell the vehicle. If the vehicle is valued at more than \$25,000 the repair shop must petition the Circuit Court to allow it to sell the vehicle. The mechanic/repair shop must notify you of the sale at least 10 days before the date of the sale. Notification can be done in person or by certified or registered mail. The mechanic/repair shop must also send a certified letter to any other lien holder of record (such as the bank) of its intent to sell the vehicle. Also, the mechanic/repair shop must advertise the time, place, and terms of the sale in a public place – usually, the local newspaper.

The proceeds from the sale of the automobile are first applied to the debt owed to the garage and the expenses of the sale. Any surplus is then given to any lien holder. The remaining surplus is given to you. All of this must be done within 30 days of the sale. If there is a balance remaining to the repair shop after the sale has been completed, then they may sue for the amount owed.

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Free Legal information by Web and Phone: www.vlas.org and

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1-866-Leg1Aid (534-5243)

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