

The written statement of charges must be sent to the last known address of the registered owner and any others known to have an interest or claim in the vehicle.

This statement must include:

- The name and signature of the person authorizing or requesting the repairs;
- The total charges;
- An itemization and description of all parts used to repair the vehicle, showing the charge for each part;
- The charges made for labor;
- A description of all other charges.

A garage that places a lien on the vehicle without providing this notice is guilty of a misdemeanor. (NRS 487.690)

The garage may not advertise the sale of the vehicle until 10 days after the delivery or anticipated delivery of the lien notice. A sale advertisement must then be published in a newspaper located wherever the sale is to be held. The ad must run weekly for three consecutive weeks. It must describe the vehicle, state the name of the owner or person on whose account it is held, and state the time and place of the sale. The final sale cannot be held less than 22 days after the first publication of the notice. (NRS 108.310 (3))

After the sale, the registration division will issue a certificate of title to the new owner. *Note that at any time prior to the sale of the vehicle, you may satisfy the lien by paying the full amount claimed by the garage.* (NRS 108.320)

The garage may keep the money from the sale to satisfy the lien amount. Any extra money must be returned to you upon your request. (NRS 108.310 (4))

If the garage violates any of the above requirements, the owner/manager may be guilty of a misdemeanor. You may file a complaint with the District Attorney's office (671-2501) or the Nevada Attorney General's office (486-3420).

Further, NRS 108 allows you to file a "motion for an order to show cause" with the district court when you believe that the "notice of lien" is frivolous and was made without reasonable cause or that the lien amount is excessive. You may file this case by yourself or you may hire an attorney.

You have the right to contest the validity of a lien claimed by a garage, (NRS 108.350), but if you have already paid the garage the disputed amount to get your car back, you may still file a small claims action in Justice Court for up to \$10,000. Copies of all estimates, receipts and any other documents should be kept for use in court.

I DON'T WANT TO GO TO COURT OR COMPLAIN TO A GOVERNMENT AGENCY. DO I HAVE ANY OTHER WAY TO SETTLE A DISPUTE WITH MY GARAGE?

Yes! You may file a complaint with the Better Business Bureau (BBB) of Southern Nevada (320-4500). After you file a written complaint, the BBB as a neutral third party contacts the garage to attempt to resolve the dispute. If that effort does not resolve the problem, the BBB may offer the services of a professional mediator, and a professional mediator can be obtained through the Clark County Neighborhood Justice Center.

CAR REPAIRS AND YOU

Know your rights regarding car repair.



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WHO REGULATES GARAGES?

Garages, which are businesses that service or repair motor vehicles, must register with the Nevada Department of Motor Vehicles (DMV) pursuant to Nevada Revised Statutes (NRS 487.560). Wreckers and body shops must also register. (NRS 487.050, 487.630)

DMV has the authority to fine garages, wreckers and body shops up to \$2,500 for violations of Nevada laws.

ARE THERE LAWS TO KEEP GARAGES FROM CHEATING?

Yes! Garages may not engage in any “deceptive trade practices.” (NRS 598) A garageman engages in “deceptive trade practices” when he knowingly states that services, replacement parts or repairs are needed when they are not. (NRS 598.092 (3)) It is also a “deceptive trade practice” if a garageman “fraudulently alters any contract, written estimate of repairs, written statement of charges or other document.”

If a garage commits a “deceptive trade practice,” you may complain to either the District Attorney’s Office (671-2501) or the Nevada Attorney General’s office (486-3420). Either of them may seek criminal sanctions, civil penalties of up to \$10,000 or court orders stopping the illegal practice and refunding your money.

You also have the option of filing a lawsuit for money damages. (NRS 41.600 (3)(a)) If the garage is guilty of fraud, you may seek punitive damages. (NRS 42.005) If your claim for damages is less than \$10,000, you may file in small claims court without an attorney. Legal Aid Center of Southern Nevada conducts a class to teach you how to represent yourself in small claims court.

CAN I FIND OUT IN ADVANCE WHAT A REPAIR WILL COST?

Yes! Nevada law requires that a garage display a sign at least 22” x 28” explaining your right to a written request for an estimate of the costs. It must basically state the following (NRS 487.6871):

- *You have the right to receive repairs from a business that is registered with the Department of Motor Vehicles that will ensure the proper repair of your vehicle.*
- *You have the right to receive a written estimate of charges for repairs made to your vehicle that exceed \$50.*
- *You have the right to read and understand all documents and warranties before you sign them.*
- *You have the right to inspect all replaced parts and accessories that are covered by a warranty and for which a charge is made.*
- *You have the right to request that all replaced parts and accessories that are not covered by a warranty be returned to you at the time of service.*
- *You have the right to require authorization before any additional repairs are made to your vehicle if the charges for those repairs exceed 20% of the original estimate or \$100, whichever is less.*
- *You have the right to receive a completed statement of charges for repairs made to your vehicle.*

A garageman who does not display this sign may be guilty of a misdemeanor. (NRS 487.6871(4)) Repairs do not include lubrication, oil change, fixing or changing tires or replacing batteries, wiper blades, fan belts or other minor accessories.

All work over \$50 requires a written estimate.

You may choose to sign a written statement waiving this notice of the additional charges. If you refuse to authorize the additional costs, you must retrieve your vehicle from the garage within 24 hours (even if your vehicle cannot be driven). If you do not remove it within 24 hours, the garage may charge you for storage. Upon your request, the garage must deliver to you any parts and accessories that were replaced as a result of the authorized work. They are valuable evidence if a dispute arises and you go to court. Additionally, the garage must keep copies of all documentation provided or signed by you. (NRS 487.6885)

CAN A GARAGE KEEP MY CAR UNTIL I PAY THE BILL?

Yes! If you authorized the repairs and do not pay for repair costs on time, an automatic lien can be placed on your car. A “lien” means that the garage can legally keep your car until you pay for the repairs or it can sell the car if you don’t pay.

A garage must meet certain restrictions before an automatic lien applies. The garage must comply with the Nevada law on written estimates discussed above. Further, the garage must provide a written statement of charges and notify you in person or by registered mail. They must also notify all other persons claiming an interest to the vehicle. (NRS 108.272(1)(b))

The notice must contain:

- * An itemized claim showing the sum owed and when it became due;
- * A brief description of the vehicle;
- * A demand that the amount claimed be paid on or before a certain date;
- * A statement that unless the claim is paid on time, the vehicle will be advertised and sold by auction at a specified time and place.

For more information please visit:
www.lacsn.org