

## Article - Commercial Law

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§14–2005.

(a) Title 2A of this article shall not apply to motor vehicle leases governed by this subtitle.

(b) Except as provided in subsection (a) of this section, this subtitle does not limit the rights or remedies that are otherwise available to a lessee under any other law, including any implied warranties, including the federal Magnusson Moss Warranty Act and the Maryland Uniform Commercial Code.

(c) (1) If a manufacturer or factory branch has established an informal dispute settlement procedure which complies in all respects with the provisions of Title 16, Code of Federal Regulations, Part 703, as amended, a lessee need not resort to that procedure before § 14-2004(c) of this subtitle applies.

(2) A lessee who has resorted to an informal dispute settlement procedure may not be precluded from seeking the rights or remedies available by law.

(d) Except as otherwise provided by this subtitle, any agreement entered into by a lessee for the lease of a new motor vehicle that waives, limits, or disclaims the rights set forth in this subtitle shall be void.

(e) (1) If a lessor permits the lessee to assign any interest in the lease or in the motor vehicle, upon such assignment the rights available to a lessee under this subtitle shall inure to an assignee of the lessee's rights under the lease or a subsequent transferee of the motor vehicle.

(2) Nothing in this subtitle shall be construed to permit a lessee to sublease a motor vehicle in violation of § 8-408 of the Criminal Law Article.

(f) (1) Any action brought under this subtitle may not be brought more than 1 year after termination of the lease.

(2) Notwithstanding the limitation in paragraph (1) of this subsection, a lessee at any time may assert a violation of this subtitle in an action to collect the debt as a matter of defense, by recoupment or setoff.

(g) (1) Except as provided in paragraph (2) of this subsection, a lessor may charge fees for excess wear and use or excess mileage if:

(i) The right to charge the fees and method for calculating the fees are disclosed in the lease in at least 8 point bold capital letters;

(ii) At the time the vehicle is returned, the lessor conducts a visual inspection of the vehicle and provides the lessee with a reasonable opportunity to be

present at the inspection. If the lessee is present, in addition to the notice required by subparagraph (iii) of this paragraph, the lessor shall provide the lessee at the time of the inspection with a written statement of the mileage and of the excess wear to the motor vehicle identified through the visual inspection. If the lessee is not present at the inspection, the lessor is only required to provide the lessee with the notice required by subparagraph (iii) of this paragraph;

(iii) Within 30 days after obtaining possession of the motor vehicle, the lessor delivers or mails to the lessee at the lessee's last known address:

1. An itemized list of excess wear to the motor vehicle and the estimated or actual cost of repairing or replacing each item listed; and

2. A statement of the number of miles above the amount permitted by the lease and the total charge to the lessee for the excess mileage.

(2) A lessor may not charge fees for excess wear and use or excess mileage if the lessee exercises an option to purchase the leased motor vehicle.

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