

ARIZONA LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	Within six months following the earlier of expiration of the warranty or two years or 24,000 miles following original delivery to the consumer, whichever comes first.
ELIGIBLE VEHICLE	Self-propelled motor vehicles designated primarily for the transportation of persons or property over public highways. Includes the self-propelled vehicle and chassis of a motor home, but excludes: (1) portions of a motor home designed, used, or maintained primarily as a mobile dwelling, office, or commercial space; (2) motor vehicles with a declared gross weight over 10,000 pounds; and (3) motor vehicles sold at public auction. The law does not apply to the sale of a motor vehicle to a purchaser for purposes of resale for profit. Used vehicles are not expressly excluded and may be covered when the applicable express warranty and statutory eligibility requirements are satisfied.
ELIGIBLE CONSUMER	Purchaser or lessee of a motor vehicle for purposes other than resale, any person to whom the motor vehicle is transferred during the duration of an applicable express warranty, or any other person entitled by the terms of the warranty to enforce its obligations. Effective September 12, 2026, HB 2323 amended Arizona's definition of "consumer" to expressly include lessees of motor vehicles. Applicability to leases entered into before the effective date is not expressly addressed in the legislation and may be subject to judicial interpretation.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Earlier of the warranty term or two years or 24,000 miles following original delivery to the consumer, whichever comes first.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Nonconformity must be reported during the earlier of the express warranty term or two years or 24,000 miles following original delivery to the consumer. Necessary repairs must be made even if the applicable warranty term, two-year period, or 24,000-mile limit has expired.
PRESUMPTION OR DEFINITION	Presumption: during earlier of the warranty term or two years or 24,000 miles following original delivery to the consumer, whichever comes first, (1) four or more attempts or (2) out of service for 30 or more calendar days.
NOTICE TO MANUFACTURER	Direct written notice from or on behalf of consumer; before presumption applies.

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FINAL OPPORTUNITY TO REPAIR	Before presumption applies.
REASONABLE ALLOWANCE	That amount directly attributable to use by the consumer before the first written report of the nonconformity to the manufacturer, its agent or dealer, and during any subsequent period when the vehicle is not out of service by reason of repair.
DISPUTE RESOLUTION	Before seeking refund or replacement, consumer must resort to manufacturer's program if it complies with 16 C.F.R. Part 703.
DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	No.

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1. Citation	Ariz. Rev. Stat. §§ 44-1261 through 44-1267.
2. Motor vehicle covered [44-1261]	Self-propelled vehicles designated primarily for the transportation of persons or property over public highways, including the self-propelled vehicle and chassis of motor homes. Excludes (1) the portions of a motor home designed, used or maintained primarily as a mobile dwelling, office or commercial space; (2) vehicles with a declared gross weight over 10,000 pounds; and (3) vehicles sold at public auction. Lemon law does not apply to the sale of a motor vehicle to a purchaser for the purpose of resale for profit. Used vehicles are not expressly excluded and may be covered when the applicable express warranty and statutory eligibility requirements are satisfied.
3. Consumer covered [44-1261]	The purchaser or lessee of a motor vehicle for purposes other than resale, any person to whom the motor vehicle is transferred during the duration of an applicable express warranty, or any other person entitled by the terms of the warranty to enforce its obligations. Effective September 12, 2026, HB 2323 amended Arizona's definition of "consumer" to expressly include lessees of motor vehicles. Applicability to leases entered into before the effective date is not expressly addressed in the legislation.
4. Nonconformity defined	Not defined. Any defect or condition that substantially impairs the use and value of the motor vehicle to the consumer is referred to as a <i>nonconformity</i> .
5. Warranty defined	Not defined.
6. Lemon law rights period [44-1262, 44-1264(A)]	Not expressly defined by statute, but functionally the shorter of (1) the term of the express warranty or (2) two years or 24,000 miles following the date of the motor vehicle's original delivery to the consumer, whichever occurs first.
7. Manufacturer's obligation to repair [44-1262]	If the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the shorter of (1) the term of the express warranty or (2) the period of two years or 24,000 miles following the date of the motor vehicle's original delivery to the consumer, whichever is earlier, then the manufacturer, its agent, an authorized dealer or the issuer of the warranty must make the necessary repairs to conform the motor vehicle to the express warranty. The necessary repairs must be made even if the term of the warranty, the two-year period, or the 24,000-mile period has expired.
8. Manufacturer's obligation to repurchase or replace [44-1263]	If the manufacturer, its agent or authorized dealer is unable to conform the motor vehicle to any applicable express warranty by repairing or correcting a nonconformity after a reasonable number of attempts, the manufacturer must either replace the motor vehicle with a new motor vehicle or repurchase the motor vehicle.
9. Criteria for reasonable number of repair attempts [44-1264-A]	Presumed if, during the shorter of the term of the express warranty, or the period of two years or 24,000 miles following the date of the motor vehicle's original delivery to the consumer, whichever is earlier, either of the following occurs: (1) The same nonconformity has been subject to repair four or more times by the manufacturer, its agents or authorized dealers but the nonconformity continues to exist. (2) The motor vehicle is out of service for repair for a cumulative total of 30 or more calendar days. The term of an express warranty, the two year period and the 30 day period are extended by any period of time during which repair services are not available to the consumer because of any war, invasion, strike, fire, flood or other natural disaster.

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10. Notice of nonconformity and final opportunity to repair [44-1264-C]	The presumption that a reasonable number of repair attempts has occurred does not apply against a manufacturer unless the manufacturer has received prior direct written notification of the alleged defect from or on behalf of the consumer and has had an opportunity to cure the alleged defect.
11. Affirmative defenses [44-1263-B]	It is an affirmative defense that: (1) the alleged nonconformity does not substantially impair the use and market value of the motor vehicle; or (2) the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle.
12. Refund [44-1263-C]	Refund consists of: (1) The full purchase price; and (2) All collateral charges associated with the purchase, including taxes attributed to the sale of the vehicle; Less a reasonable allowance for the consumer's use of the vehicle. The manufacturer makes refunds to the consumer and lienholder, if any, as their interests appear.
13. Replacement [44-1263-C]	Replacement is a new motor vehicle. If the replacement vehicle is of lesser value than the vehicle to be replaced, the manufacturer must refund to the consumer the difference between the original amount of tax attributed to the sale of the vehicle to be replaced and the amount of tax attributed to the sale of the replacement vehicle. If the replacement vehicle is of greater value than the vehicle to be replaced, the manufacturer must calculate the gross proceeds of sales by subtracting the value of the vehicle to be replaced from the value of the replacement vehicle.
14. Reasonable allowance [44-1263-A]	A reasonable allowance for use is that amount directly attributable to use by the consumer before the first written report of the nonconformity to the manufacturer, its agent or dealer, and during any subsequent period when the vehicle is not out of service by reason of repair.
15. Refund of sales tax [44-1263-D]	The manufacturer may apply to the Department of Revenue for a refund of the amount of tax that the manufacturer properly refunds to the consumer.
16. Enhanced damages	Not specified.
17. Attorney's fees [44-1265]	If a consumer prevails in an action under the lemon law, the court must award the consumer reasonable costs and attorney fees.
18. Statute of limitations [44-1265-B]	An action must be commenced within six months following the earlier of (1) expiration of the express warranty term or (2) two years or 24,000 miles following the date of the vehicle's original delivery to the consumer, whichever comes first.
19. Manufacturer-sponsored arbitration [44-1265-A]	If the manufacturer has established or participates in an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.

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20. State-sponsored arbitration	Not specified.
21. Dealer liability	Not specified.
22. Restrictions on resale of returned vehicles [44-1266]	A manufacturer who, under this or any other state's lemon law, has replaced or repurchased a motor vehicle or has been ordered by decree or judgment to replace or repurchase a motor vehicle must, before offering the motor vehicle for resale, attach to the motor vehicle written notification indicating the motor vehicle has been replaced or repurchased. A motor vehicle dealer, broker, wholesale motor vehicle dealer or wholesale motor vehicle auction dealer who offers for sale a motor vehicle that has been replaced or repurchased under the lemon law of this state or of another state must provide the purchaser with the manufacturer's written notification indicating that the motor vehicle has been replaced or repurchased before completion of the sale. A consumer has a cause of action against any person who removes the written notification from the motor vehicle. In such an action, a motor vehicle dealer or its agent has an affirmative defense that the written notification was removed by someone other than the dealer or agent without the knowledge of the dealer or agent.
23. Point of sale notice of lemon law rights	Not specified.
24. Limitation on waiver	Not specified.