
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 836 Session of
1991

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J. TAYLOR, THOMAS AND RICHARDSON, MARCH 18, 1991

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, MARCH 18, 1991

AN ACT

1 Regulating retail consumer leases of motor vehicles; requiring
2 and excluding certain lease provisions; and providing for
3 remedies and penalties.

4 TABLE OF CONTENTS

5 Chapter 1. Preliminary Provisions

6 Section 101. Short title.

7 Section 102. Definitions.

8 Chapter 3. Motor Vehicle Leases

9 Section 301. Requirements.

10 Section 302. Content.

11 Section 303. Insurance.

12 Section 304. Insurance required under lease.

13 Section 305. Charges and fees.

14 Section 306. Blank spaces.

15 Section 307. Rights and remedies.

16 Section 308. Payment or trade-in pending execution of lease.

1 Section 309. Total loss of leased vehicle.
2 Section 310. Prohibited provisions.
3 Section 311. Void provisions not to affect valid provisions.
4 Section 312. Security interest prohibited.
5 Section 313. Notice of lessee's reinstatement rights.
6 Section 314. Restriction on early termination liability.
7 Section 315. Option to purchase.
8 Section 316. Assignment of consumer leases.
9 Section 317. Cancellation of lease.
10 Section 318. Renegotiations and extensions.
11 Chapter 5. Enforcement
12 Section 501. Violation bar to recovery.
13 Section 502. Damages.
14 Section 503. Failure to make refund.
15 Section 504. Failure to return vehicle.
16 Section 505. Award of fees and costs.
17 Section 506. Application of Unfair Trade Act.
18 Chapter 11. Miscellaneous Provisions
19 Section 1101. Reservation of rights.
20 Section 1102. Applicability.
21 Section 1103. Repeals.
22 Section 1104. Effective date.

23 The General Assembly of the Commonwealth of Pennsylvania
24 hereby enacts as follows:

25 CHAPTER 1

26 PRELIMINARY PROVISIONS

27 Section 101. Short title.

28 This act shall be known and may be cited as the Consumer
29 Motor Vehicle Retail Leasing Act.

30 Section 102. Definitions.

1 The following words and phrases when used in this act shall
2 have the meanings given to them in this section unless the
3 context clearly indicates otherwise:

4 "Adjusted capitalized cost." The initial capitalized cost
5 less any capitalized cost reduction made by the lessee at the
6 inception of the lease and any trade-in allowance granted by the
7 lessor.

8 "Adjusted lease balance." At any given time during the lease
9 term, the difference between the initial adjusted capitalized
10 cost and the sum of all depreciation amounts accrued as of that
11 date and the first base rental payment. The periodic lease
12 charge calculations are based on the assumption that the lessor
13 or holder will receive the rental payments on their exact due
14 dates.

15 "Base rental payment." That portion of the monthly or other
16 periodic rental payment which is equal to the sum of the average
17 monthly or other periodic lease charge and the average monthly
18 or other periodic depreciation.

19 "Capitalized cost." The price at which the lessor would
20 offer to sell the leased vehicle to the lessee at the time the
21 lease is executed and shall include any taxes, registration,
22 license and other fees and charges for insurance, accessories
23 and their installation, delivering, servicing, repairing or
24 improving the motor vehicle and other services incidental to the
25 lease. Any balances owed on prior loans are not to be included
26 in the capitalized cost figure.

27 "Capitalized cost reduction." Payments made by cash, check
28 or similar means that are in the nature of down payments,
29 including the value credited for any trade-in, made by the
30 lessee at the inception of the lease for the purpose of reducing

1 the capitalized cost.

2 "Constant yield method." That method of determining the
3 lease charge and depreciation portions of each base rental
4 payment pursuant to which the lease charge portion of any base
5 rental payment is figured by multiplying the rate which provides
6 a constant yield by the adjusted lease balance as it declines
7 during the lease term.

8 "Consumer lease" or "lease." A written contract entered into
9 in this Commonwealth for the lease of a motor vehicle by a
10 natural person, primarily for personal, family or household use,
11 which may include the purchase of goods or services incidental
12 thereto, for a scheduled term exceeding four months. The term
13 includes this agreement, wherever entered into, if executed by
14 the lessee in this Commonwealth and if solicited in person by a
15 person acting on his own behalf or that of the lessor. The term
16 does not include a retail installment contract as defined in the
17 act of October 28, 1966 (1st Sp.Sess., P.L.55, No.7), known as
18 the Goods and Services Installment Sales Act, nor does it
19 include a rental purchase agreement.

20 "Consumer lessee" or "lessee." A natural person who leases a
21 motor vehicle from a lessor primarily for personal, family or
22 household use and who executes a consumer lease in connection
23 therewith.

24 "Holder." The lessor of a motor vehicle under or subject to
25 a lease or, if the lease is purchased by an assignee, the
26 assignee.

27 "Lease charge." The portion of the base rental payment
28 allocated to the cost of money and profit. The term does not
29 include an amount included in the capitalized cost for a
30 delinquency or collection charge.

1 "Lessor." Any person or business which, during the previous
2 12-month period, leased or offered to lease three or more motor
3 vehicles or has assigned three or more leases to a holder.

4 "Motor vehicle" or "vehicle." Any self-propelled, motorized
5 conveyance driven upon public roads, streets or highways which
6 is designed to transport not more than 15 persons, which is
7 leased in this Commonwealth and which is leased for use
8 primarily for personal, family or household purposes. The term
9 does not include motorcycles, off-road vehicles or that portion
10 of a motor home that is designated, used or maintained primarily
11 as a mobile dwelling.

12 "Realized value." The average retail value of the vehicle,
13 as listed in the National Auto Dealers Association Used Car
14 Guide, or other comparable guide, as adjusted for mileage,
15 improvements and any major physical or mechanical defects in the
16 vehicle at the time of termination of the lease.

17 "Residual value." The value of the vehicle which is
18 predesignated in the lease as the value of the car at the end of
19 the lease term.

20 CHAPTER 3

21 MOTOR VEHICLE LEASES

22 Section 301. Requirements.

23 (a) General rule.--A lease shall be in writing and shall be
24 signed by the lessor and the lessee. Except as provided in this
25 act, a lease shall contain, in a single document, all the
26 agreements of the parties.

27 (b) Format.--A lease shall be written and organized in a
28 clear and coherent manner, shall be written in plain language
29 and shall use:

30 (1) Short sentences and paragraphs and everyday words.

1 it contains any blank space.

2 (2) You are entitled to a completely filled-in copy
3 of this lease when you sign it.

4 (d) Delivery and acknowledgment.--The lessor shall deliver
5 to the lessee, or mail to the lessee at the lessee's address
6 shown on the lease, a copy of the lease signed by the lessor.
7 Any acknowledgment by the lessee of delivery of a copy of the
8 lease shall be printed or written in a size equal to at least
9 eight-point bold type and, if contained in the lease, shall
10 appear directly above the legend required by subsection (c)(1).
11 Section 302. Content.

12 (a) Parties and vehicles.--The lease shall contain the names
13 of the lessor and the lessee, the place of business of the
14 lessor, the residence or place of business of the lessee as
15 specified by the lessee and a description of the motor vehicle,
16 including its make, year, model and vehicle identification
17 number or marks.

18 (b) Additional specific provisions.--The lease shall also
19 contain the following:

20 (1) The capitalized cost of the leased vehicle, and a
21 description of that term using the definition given in this
22 act, including a dollar amount for each item comprising the
23 capitalized cost figure. The lease must also contain a
24 conspicuous statement, in close proximity to the capitalized
25 cost information, that the capitalized cost figure is
26 negotiable.

27 (2) A provision permitting a lessee, whose default
28 consists solely of the failure to make timely rental
29 payments, to cure his default and reinstate the lease,
30 without losing any rights or options previously acquired

1 under the lease, by paying all past due rental and
2 delinquency charges and the reasonable costs of repossession,
3 within 25 days after the lessee is given written notice of
4 his reinstatement rights. For purposes of this paragraph, a
5 rental charge is past due if it is not paid within ten days
6 of its scheduled due date unless a longer grace period is
7 specified in the lease.

8 (3) A statement that the lessee may terminate the lease
9 prior to the end of the lease term and the amounts which the
10 lessee is required to pay upon early termination, based on
11 six-month intervals.

12 Section 303. Insurance.

13 (a) General rule.--The amount, if any, included for
14 insurance shall not exceed the premiums chargeable in accordance
15 with rate filings made with the Insurance Department for the
16 insurance. The holder, if liability insurance or insurance on
17 the motor vehicle is included in the lease, shall, within 30
18 days after execution of the lease, send or cause to be sent to
19 the lessee a policy or policies or certificate of insurance,
20 written by an insurance company authorized to do business in
21 this Commonwealth, clearly setting forth the amount of the
22 premium, the kind or kinds of insurance and the scope of the
23 coverage and all the terms, exceptions, limitations,
24 restrictions and conditions of the contract or contracts of
25 insurance. The lessee of a motor vehicle under a lease shall
26 have the privilege of purchasing insurance from an agent or
27 broker of his own selection and of selecting an insurance
28 company acceptable to the lessor. The inclusion of the insurance
29 premium in the lease when the lessee selects the agent, broker
30 or company shall, however, be optional with the lessor and, in

1 that case, the lessor or assignee shall have no obligation to
2 send or cause to be sent to the lessee the policy or certificate
3 of insurance.

4 (b) Cancellation.--If any policy or certificate of liability
5 insurance or insurance on the motor vehicle is canceled, the
6 unearned insurance premium refund received or receivable by the
7 lessor or holder or, if the amount included for that purpose in
8 the lease exceeds the cost to the lessor or holder for the
9 insurance, the unearned portion of the amount so included,
10 together with the unearned portion of the lease charge
11 applicable thereto, shall be credited to the final maturing
12 rental payments of the lease except to the extent applied toward
13 payment for similar insurance protecting the interests of the
14 lessee and the lessor or holder or either of them. No credit
15 need be made if the amount thereof would be less than \$1.

16 (c) Group credit or other insurance.--The amount, if any,
17 included for group credit insurance or for insurance other than
18 on the motor vehicle shall not exceed the premiums chargeable in
19 accordance with rate filings made with the Insurance Department
20 for such insurance by the insurer. If the group credit or other
21 insurance is canceled, the refund or unearned insurance premiums
22 received or receivable by the lessor or holder, or the excess of
23 the amount included in the lease for group credit or other
24 insurance over the premiums paid or payable by the lessor or
25 holder therefor, together with, in either case, the unearned
26 portion of the lease charge applicable thereto, shall be
27 credited to the final maturing rental payments of the lease. No
28 credit need be made if the amount thereof would be less than \$1.

29 Section 304. Insurance required under lease.

30 If the lessee is obligated in connection with the lease to

1 maintain liability insurance or insurance on the motor vehicle
2 that is the subject of the lease and if subsequent to the
3 execution of the lease the lessee fails to maintain the required
4 insurance, the lessor or holder may make advances to procure the
5 equivalent limits of insurance for either the interests of the
6 lessee and the lessor or holder or the interest of either of
7 them, and any amount so advanced may be the subject of a lease
8 charge as though that amount was part of the capitalized cost.
9 Each amount so advanced shall be subject to the default
10 provisions of the lease if so provided in the lease and if the
11 lessor or holder notified the lessee in writing of the advance
12 of that amount and of his option to repay that amount in any one
13 of the following ways:

14 (1) Full payment within ten days from the date of giving
15 or mailing the notice.

16 (2) Full amortization during the term of the insurance
17 or the remaining term of the lease, at the option of the
18 lessor or holder.

19 (3) If offered by the lessor or holder, as a final
20 balloon payment payable one month after the last scheduled
21 payment under the lease.

22 (4) If offered by the lessor or holder, full
23 amortization after the term of the lease, to be made in
24 periodic payments which do not exceed the average periodic
25 payment under the lease.

26 (5) If offered by the lessor or holder, any other
27 amortization plan. If the lessee neither pays in full the
28 amount so advanced nor notifies the lessor or holder in
29 writing of his choice regarding the amortization options
30 before the expiration of ten days from the date of giving or

1 mailing the notice by the lessor or holder, the lessor or
2 holder shall amortize the amount so advanced pursuant to
3 paragraph (2).

4 Section 305. Charges and fees.

5 (a) Maximum rates.--The lessor or holder of a lease may, if
6 the lease so provides, collect a delinquency charge on each
7 rental payment in default for a period of not less than ten days
8 in an amount not more than 5% of the base rental payment or \$20,
9 whichever is less. In addition to a delinquency charge, the
10 lease may provide for the payment of reasonable attorney fees,
11 not more than 15% of the amount due and payable under the lease
12 where the lease is referred to an attorney who is not a salaried
13 employee of the lessor or holder for collection, plus court
14 costs.

15 (b) Collection.--A delinquency charge under subsection (a)
16 may not be collected on a rental payment paid in full within ten
17 days after its scheduled or deferred due date even though an
18 earlier maturing rental payment or a delinquency, collection or
19 deferral charge on an earlier rental payment has not been paid
20 in full. For purposes of this subsection, a payment is deemed to
21 have been applied first to any rental payment due in the
22 computational period in which it is received and then to
23 delinquent rental payments or charges.

24 Section 306. Blank spaces.

25 A lease shall not be signed by any party thereto when it
26 contains blank spaces to be filled in after it has been signed,
27 except that, if delivery of the motor vehicle is not made at the
28 time of the execution of the lease, the vehicle identification
29 number of the motor vehicle or similar information and the due
30 date of the first payment may be inserted in the lease after its

1 execution. The lessee's written acknowledgment, conforming to
2 the requirements of this act, of delivery of a copy of the lease
3 shall be conclusive proof of the delivery and of compliance with
4 this section in any action or proceeding by or against an
5 assignee of the lease without knowledge to the contrary when he
6 purchases the lease.

7 Section 307. Rights and remedies.

8 (a) Claims, defenses and third parties.--A lease shall not
9 contain any provision by which the lessee agrees not to assert
10 against an assignee a claim or defense arising out of the lease
11 or require or entail the execution of any note or series of
12 notes which, when separately negotiated, will cut off as to
13 third parties any right or action or defense which the lessee
14 may have against the lessor. The assignee of a lease shall be
15 subject to all claims and defenses of the lessee against the
16 lessor arising from the lease, notwithstanding any agreement to
17 the contrary, but the assignee's liability under this section
18 shall not exceed the amount of the lessee's total payments under
19 the lease. The assignee shall have recourse against the lessor
20 to the extent of any liability incurred by the assignee pursuant
21 to this section, regardless of whether the assignment of the
22 lease was with or without recourse.

23 (b) Purchase of lease.--Notwithstanding any contrary
24 provision of law:

25 (1) A person may purchase a lease from a lessor on terms
26 and conditions and for a price as may be mutually agreed
27 upon.

28 (2) A filing of an assignment, a notice to the lessee of
29 an assignment, and a requirement that the lessor be deprived
30 of dominion over payments under the lease or over the vehicle

1 if repossessed by or returned to the lessor, shall not be
2 necessary to the validity of a written assignment of a lease
3 as against creditors, subsequent purchasers, pledgees,
4 mortgagees or encumbrancers of the lessor.

5 (c) Subsequent holders or assignees.--

6 (1) Unless the lessee has notice of actual or intended
7 assignment of a lease, payment thereunder made by the lessee
8 to the last known holder of the lease shall be binding upon
9 all subsequent holders or assignees. A notification which
10 does not reasonably identify the rights assigned is
11 ineffective. If requested by the lessee, the assignee shall
12 furnish reasonable proof that the assignment has been made
13 and, unless he does so, the lessee may pay the original
14 lessor.

15 (2) Upon written request from the lessee, the holder of
16 a lease shall give or forward to the lessee a written
17 statement of the dates and amount of payments and the total
18 amount unpaid under the lease. A lessee shall be given a
19 written receipt for any payment when made in cash.

20 Section 308. Payment or trade-in pending execution of lease.

21 (a) Refunds.--

22 (1) Any payment, including a trade-in, made to a lessor
23 pending the execution of a lease shall be refunded to the
24 lessee in the event the lease is not executed. Any refund
25 required by this section shall be made by the lessor within
26 five days after the consumer requests a refund. If a lessee
27 is required to make a payment to a lessor pending the
28 execution of a lease, the lessor shall notify the lessee in
29 writing before or upon execution of the lease that the lessee
30 has the right to request a refund or the return of any

1 traded-in vehicle in the event a lease is not executed.

2 (2) Any payment, including a trade-in, made to a lessor
3 pending, or upon, the execution of a lease shall be refunded
4 to the lessee in the event the lease application is not
5 approved. Any refund required by this section shall be made
6 by the lessor within five days after the lease application is
7 rejected. If a lessee is required to make a payment to a
8 lessor pending, or upon, the execution of a lease, the lessor
9 shall notify the lessee in writing before or upon the
10 execution of the lease that the lessee has the right to a
11 refund or the return of any traded-in vehicle in the event
12 the lease application is rejected.

13 (b) Right to cancel lease.--A lessee has the right to cancel
14 an executed lease within three business days from the date the
15 lease is executed, provided that the lessee has not taken
16 possession of the leased vehicle. A refund or return of any
17 traded-in vehicle shall be made within five days from receipt of
18 the lessee's notice of cancellation. The lessor shall give
19 written, conspicuous notice to the lessee before or upon the
20 execution of the lease of the rights under this subsection.

21 (c) Possession of traded vehicle.--If a lessee leaves his
22 motor vehicle with the lessor in lieu of, or in addition to, a
23 payment pending, or upon, execution of a lease, the lessor shall
24 not sell or transfer the traded-in vehicle until the later of
25 one of the following:

26 (1) The execution of the lease.

27 (2) The approval of the lessee's lease application.

28 (3) The lessee's taking possession of the leased
29 vehicle.

30 Section 309. Total loss of leased vehicle.

1 In the event the leased vehicle is totally destroyed or
2 irrevocably lost as the result of theft, accident or other
3 misfortune, the damage to the leased vehicle or loss shall not
4 constitute a default by the lessee under the lease. The lease
5 shall be terminated as of the date of the loss or total damage,
6 and the lessor shall retain the amount of any insurance proceeds
7 payable on the loss or damage. The lessee shall have no further
8 liability under the lease other than the amount of any
9 deductible for insurance coverage and any unpaid lease payments
10 accrued up to the date of the loss. The lessor shall give the
11 lessee written, conspicuous notice before or upon execution of
12 lease of the rights under this section.

13 Section 310. Prohibited provisions.

14 (a) Provisions enumerated.--A lease shall not contain a
15 provision by which:

16 (1) The lessor or holder may accelerate the maturity of
17 any part or all of the amount owing thereon.

18 (2) A power of attorney is given to confess judgment or
19 an assignment of wages is given.

20 (3) The lessor or holder of the lease or other person
21 acting on his behalf is given authority to enter upon the
22 lessee's premises unlawfully or to commit any breach of the
23 peace in the repossession of the motor vehicle.

24 (4) The lessee waives any right of action against the
25 lessor or holder of the lease, or other person acting on his
26 behalf, for any illegal act committed in the collection of
27 payments under the lease or in the repossession of the motor
28 vehicle.

29 (5) The lessee executes a power of attorney appointing
30 the lessor or holder of the lease, or other person acting on

1 his behalf, as the lessee's agent in collection of payments
2 under the lease or in the repossession of the motor vehicle.

3 (6) The lessor is relieved from liability for any legal
4 remedy which the lessee may have had against the lessor under
5 the lease or under any separate instrument executed in
6 connection therewith.

7 (7) The lessee waives any right to a trial by jury in
8 any action or proceeding arising out of the lease.

9 (8) The lessee is required to pay an excess mileage
10 charge for any mileage under 20,000 miles per year.

11 (9) The lessee is required to pay an excess mileage rate
12 for any mileage above 20,000 miles per year at a rate of more
13 than seven cents per mile.

14 (10) A lessor may collect, upon termination of the
15 lease, an amount for damages beyond normal wear and tear
16 which shall exceed an amount for major physical or mechanical
17 defects in the vehicle as determined by one of the following:

18 (i) The actual cost of repairs, reduced by all
19 discounts, paid by the lessor or holder.

20 (ii) A true itemized estimate, prepared by an
21 independent appraiser or repair shop, of the cost of
22 repairs. If the lessee disagrees with that estimate, the
23 lessee may obtain an estimate at his own expense from an
24 independent third party who is agreeable to both the
25 lessor or holder and the lessee, in which case the
26 estimate obtained by the lessee shall be the basis for
27 the amount charged to the lessee for repairs.

28 (11) The lessor or holder disclaims any express or
29 implied warranty.

30 (12) The lessee is prohibited from terminating a lease

1 prior to its scheduled termination.

2 (13) Early termination by the lessee may serve as a
3 basis for default under the lease.

4 (b) Provisions and waivers unenforceable.--A lease term
5 inconsistent with the provisions of this act and a waiver of the
6 protections of this act shall not be enforceable.

7 Section 311. Void provisions not to affect valid provisions.

8 Any provisions prohibited by this act shall be void but shall
9 not otherwise affect the validity of the lease, if the lessee
10 makes whatever payments are required under this act.

11 Section 312. Security interest prohibited.

12 A lease, or any other agreement executed by the lessee in
13 connection therewith, shall not provide for the creation of a
14 security interest in any personal or real property to secure the
15 payment of the debt arising from the lease. This prohibition
16 shall not apply to the taking of a security deposit, advance
17 payment of rent or other prepayment by cash, check or similar
18 means. A security interest taken in violation of this section
19 shall be void but shall not otherwise affect the validity of the
20 lease.

21 Section 313. Notice of lessee's reinstatement rights.

22 After a lessee has been in default for ten days solely by
23 reason of his failure to make timely rental payment, the lessor
24 or holder of any lease shall mail or deliver to the lessee at
25 his last known address a written notice conspicuously setting
26 forth the right of the lessee to reinstate the lease, the dollar
27 amount necessary to reinstate the lease and the name, address
28 and telephone number of the lessor or holder from which
29 information may be obtained regarding the reinstatement. No
30 notice of reinstatement need be given if the lessor or holder

1 does not declare the lessee to be in default under the lease for
2 the lessee's failure to make timely rental payments.

3 Section 314. Restriction on early termination liability.

4 (a) Maximum amount.--The obligation of the lessee upon early
5 termination of a lease may not exceed an amount equal to the sum
6 of the following:

7 (1) Any unpaid rental payments that accrued through the
8 date of early termination.

9 (2) Any other unpaid charges due and payable, other than
10 excess wear and tear or excess mileage charges, arising from
11 the failure of the lessee to fulfill his obligations under
12 the lease.

13 (3) An early termination charge not to exceed the
14 difference, if any, between:

15 (i) the initial adjusted capitalized cost; and

16 (ii) the sum of all depreciation amounts accrued
17 through the date of early termination, calculated in
18 accordance with the constant yield method and the
19 realized value of the leased vehicle.

20 (b) Security deposit.--Any refundable security deposit or
21 advance rental payment held by the lessor or holder may be
22 retained by the lessor or holder and shall be credited against
23 the early termination obligation of the lessee.

24 Section 315. Option to purchase.

25 Within 15 days after the expiration of the lease, the lessee
26 shall have the option to purchase the motor vehicle from the
27 lessor or holder at the residual value stated in the consumer
28 lease.

29 Section 316. Assignment of consumer leases.

30 With prior consent of the lessor or holder, a lessee may

1 assign a consumer lease with an initial term of one year or more
2 by giving written notice of the proposed assignment to the
3 lessor or holder. The lessor or holder shall not unreasonably
4 withhold his consent to the assignment. If the lessor or holder
5 unreasonably withholds his consent, the lessee has the option to
6 terminate the lease.

7 Section 317. Cancellation of lease.

8 After the payment of all sums for which the lessee is
9 obligated under a lease and upon written demand made by the
10 lessee, the holder of the lease shall mail to the lessee at his
11 last known address good and sufficient instruments to indicate
12 payment in full.

13 Section 318. Renegotiations and extensions.

14 A renegotiation is a new lease which is subject to the
15 disclosure requirements of this act. These disclosure
16 requirements are not applicable to any extension of an existing
17 lease.

18 CHAPTER 5

19 ENFORCEMENT

20 Section 501. Violation bar to recovery.

21 A violation of any provision of this act by a lessor or
22 holder shall bar his recovery of any lease charge, delinquency
23 or extension charge on the lease involved.

24 Section 502. Damages.

25 A lessee who has suffered a loss due to a violation of any
26 provision of this act by a lessor or holder is entitled to
27 recover his actual damages or \$100, whichever is greater, from
28 the lessor or holder.

29 Section 503. Failure to make refund.

30 A lessor who fails to refund any payment made pending the

1 execution of a lease within the time required by section 308
2 shall be liable to the lessee for twice the amount of the
3 payment not refunded within the time required.

4 Section 504. Failure to return vehicle.

5 A lessor who fails to return a vehicle which the lessee left
6 with the lessor pending the execution of a lease, or who sells
7 or transfers such a vehicle contrary to the provisions of
8 section 308, shall be liable to the lessee for:

9 (1) The value, attributed in writing by the lessor and
10 lessee, of the traded-in vehicle, or, if no value has been
11 attributed to the traded-in vehicle, the value determined by
12 reference to the National Auto Dealers Association Used Car
13 Guide's Average Retail Value, as adjusted for mileage,
14 improvements and any major physical or mechanical defects.

15 (2) All other costs and expenses incurred by the lessee
16 because of the loss of the vehicle.

17 Section 505. Award of fees and costs.

18 In an action or proceeding in which it is determined that a
19 lessor or holder has violated this act, the court shall award to
20 the lessee the costs of the action or proceeding and reasonable
21 attorney fees. In determining the award of attorney fees, the
22 amount of the recovery on the behalf of the lessee is not
23 controlling.

24 Section 506. Application of Unfair Trade Act.

25 A violation of this act shall also constitute a violation of
26 the act of December 17, 1968 (P.L.1224, No.387), known as the
27 Unfair Trade Practices and Consumer Protection Law.

28 CHAPTER 11

29 MISCELLANEOUS PROVISIONS

30 Section 1101. Reservation of rights.

1 Nothing in this act shall be construed so as to nullify or
2 impair any right or rights which a lessee may have against a
3 lessor or holder at common law, by statute or otherwise.

4 Section 1102. Applicability.

5 This act shall apply to all motor vehicle leases executed on
6 and after the effective date of this act.

7 Section 1103. Repeals.

8 All acts and parts of acts are repealed insofar as they are
9 inconsistent with this act.

10 Section 1104. Effective date.

11 This act shall take effect in 90 days.