

RCW 63.14.154 Cancellation of transaction by buyer—Procedure.

(1) In addition to any other rights he or she may have, the buyer shall have the right to cancel a retail installment transaction for other than the seller's breach by sending notice of such cancellation to the seller at his or her place of business as set forth in the contract or charge agreement by certified mail, return receipt requested, which shall be posted not later than midnight of the third day (excluding Sundays and holidays) following the date the buyer signs the contract or charge agreement:

(a) If the retail installment transaction was entered into by the buyer and solicited in person or by a commercial telephone solicitation as defined by chapter 20, Laws of 1989 by the seller or his or her representative at a place other than the seller's address, which may be his or her main or branch office, shown on the contract; and

(b) If the buyer returns goods received or makes them available to the seller as provided in subsection (2)(b) of this section.

(2) In the event of cancellation pursuant to this section:

(a) The seller shall, without request, refund to the buyer within ten days after such cancellation all deposits, including any down payment, made under the contract or charge agreement and shall return all goods traded in to the seller on account or in contemplation of the contract less any reasonable costs actually incurred in making ready for sale the goods so traded in;

(b) The seller shall be entitled to reclaim and the buyer shall return or make available to the seller at the place of delivery in its original condition any goods received by the buyer under the contract or charge agreement;

(c) The buyer shall incur no additional liability for such cancellation.

(3) This section does not apply to a retail installment transaction for the purchase of a motor vehicle. If a retail installment sale contract is used for the sale of a vehicle by a motor vehicle dealer at a place other than the dealer's address, the dealer must disclose to the purchaser or lessee in writing that there is no right to cancel the contract under RCW 63.14.154. [2021 c 201 s 3; 2012 c 117 s 174. Prior: 1989 c 20 s 18; 1989 c 14 s 8; 1972 ex.s. c 47 s 4; 1967 c 234 s 12.]

Effective date—1989 c 20: See RCW 19.158.901.