

HOME SOLICITATION SALES LAW

DC Code § 28-3811

District of Columbia Official Code 2001 Edition
Division V. Local Business Affairs
Title 28. Commercial Instruments and Transactions.
Subtitle II. Other Commercial Transactions.
Chapter 38. Consumer Protections.
Subchapter I. General.

§ 28-3811. Home solicitation sales.

- (a) As used in this section, “home solicitation sale” means a cash sale or a consumer credit sale of goods, other than farm equipment, or services in which the seller or a person acting for him engages in a personal solicitation of the sale at or near a residence of the buyer and the buyer's agreement or offer to purchase is there given to a seller or a person acting for him. It does not include a sale made pursuant to a preexisting revolving credit account or prior negotiations between the parties at a business establishment at a fixed location where goods or services are offered or exhibited for sale.
- (b) Except as provided in subsection (f) of this section, in addition to any right otherwise to revoke an offer, the buyer has the right to cancel a home solicitation sale until midnight of the third business day after the day on which the buyer signs an agreement or offer to purchase which complies with this section.
- (c) Cancellation occurs when the buyer gives written notice of cancellation to the seller at the address stated in the agreement or offer to purchase.
- (d) Notice of cancellation, if given by mail, is given when it is deposited in a mail box properly addressed and the postage prepaid.
- (e) Notice of cancellation given by the buyer need not take a particular form and is sufficient if it indicates by any form of written expression the intention of the buyer not to be bound by the home solicitation sale.
- (f) The buyer may not cancel a home solicitation sale if the buyer requests the seller to provide goods or services without delay because of an emergency, and
- (1) the seller in good faith makes a substantial beginning of performance of the contract before the buyer gives notice of cancellation, and
 - (2) in the case of goods, the goods cannot be returned to the seller in substantially as good condition as when received by the buyer, and

(3) the buyer has signed separately the following notice which appears under the conspicuous caption: "WAIVER OF RIGHT TO CANCEL," and reads as follows: "Because of an emergency I waive any right I may have to cancel this home solicitation sale".

(g)(1) In a home solicitation sale, unless the buyer requests the seller to provide goods or services without delay in an emergency, the seller must present to the buyer and obtain his signature to a written agreement or offer to purchase which designates as the date of the transaction the date on which the buyer actually signs and contains a statement of the buyer's rights which complies with paragraph (2) of this subsection.

(2) The statement must --

(A) appear under this conspicuous caption: "BUYERS RIGHT TO CANCEL", and

(B) read as follows:

"If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to:

_____ (insert name and address of seller)

If you cancel, the seller may not keep any of your cash down payment."

(3) Until the seller has complied with this section the buyer may cancel the home solicitation sale by notifying the seller in any manner and by any means of his intention to cancel.

(h)(1) Except as provided in this section, within ten days after a home solicitation sale has been canceled or an offer to purchase revoked the seller must tender to the buyer any payments made by the buyer and any note or other evidence of indebtedness. A provision permitting the seller to keep all or any part of any payment, note, or evidence of indebtedness is in violation of this section and unenforceable.

(2) If the down payment includes goods traded in, the goods must be tendered in substantially as good condition as when received by the seller. If the seller fails to tender the goods as provided by this section, the buyer may elect to recover an amount equal to the trade-in allowance stated in the agreement.

(3) The seller is not entitled to retain a cancellation fee.

(4) Until the seller has complied with the obligations imposed by this section the buyer may retain possession of goods delivered to him by the seller and has a lien on the goods in his possession or control for any recovery to which he is entitled.

(i)(1) Except as provided by the provisions on retention of goods by the buyer (subsection (h)(4) of this section), within a reasonable time after a home solicitation sale has been canceled or an offer to purchase revoked, the buyer upon demand must tender to the seller any goods delivered by the seller pursuant to the sale but he is not obligated to tender at any place other than his residence. If the seller fails to demand possession of goods within a reasonable time after cancellation or revocation, the goods become the property of the buyer without obligation to pay for them. For the purpose of this section, forty days is presumed to be a reasonable time.

(2) The buyer has a duty to take reasonable care of the goods in his possession before cancellation or revocation and for a reasonable time thereafter, during which time the goods are otherwise at the seller's risk.

(3) If the seller has performed any services pursuant to a home solicitation sale prior to its cancellation, the seller is entitled to no compensation.

(j) Subsections (b), (c), (d), (e), and (f) of this section shall not apply to a home solicitation sale between a buyer and a public insurance adjuster, as defined in [§ 31-1631.01(c)]. [§ 31-1631.07] shall apply to all such sales.

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