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Consumer Rights

Who Is Protected By The Ohio Consumer Sales Practices Act (CSPA)?

Anyone who buys goods, leases personal property or obtains services that are primarily for personal, family or household purposes, from people who are engaged in the business of providing such goods or services (suppliers), is covered under the Ohio CSPA. However, the CSPA does not cover services involving a home construction service contract exceeding $25,000, a public utility company, a financial institution (but short-term loans are covered by the CSPA) or insurance company, a physician, attorney, dentist, veterinarian (medical treatment only) or CPA).

What Are My Rights As A Consumer?

Your right is to be free from unfair, false, misleading, deceptive, or unconscionable acts or practices committed by a supplier. This includes any change in suppliers of your natural gas or telecommunication services without your consent. You have the right to be treated fairly by businesses selling goods or services.

What Are My Rights With Respect To Repairs?

Your rights depend on what is being repaired:

Household goods, home repairs or improvements: If your home, appliances, household goods, furniture, roof, furnace, wiring, plumbing or other household items need repair or service, you have a right to receive an estimate if the expected cost of the repair or service is more than $25. Before starting the repairs, you must be given a form, which states you have the right to this estimate. Your bill cannot be higher than the estimate by more than $5 or 10%, whichever is greater, unless you approve a larger amount before the repairs are finished.

Car repairs: If you take your car to a supplier for repair, inspection or diagnosis, and if the expected cost of the repair exceeds $50, the supplier must provide you with a form stating that you have a right to receive an estimate before work begins. Furthermore, for estimates exceeding $50, your final bill cannot be higher than the estimate by more than 10%, unless you approve a larger amount before repairs are finished. It is also a violation for a supplier to install unsafe tires on your car you use primarily to transport passengers.

When I Purchase A New Car, What Are My Rights?

When you buy or lease a new car, or purchase a car that still has the manufacturer's warranty in force, Ohio's Lemon Law applies to you. Under this law, if your new car is defective and you report its defects to the dealer or manufacturer within one year of delivery or during the first 18,000 miles, whichever occurs first, the manufacturer or dealer must make whatever repairs are necessary to correct the defects. See Ohio Revised Code 1345.71 for other rights you may have.

When I Purchase An Assistive Device, What Are My Rights?

"Assistive device" includes a wheelchair, motorized scooter, talking software, Braille printer, adaptive transportation aid, communication board, or any similar device, except medical devices and hearing aids.

If within the mandatory one-year warranty period, the device has a condition that substantially impairs its use, value or safety, then the manufacturer must replace or repair the device. When the repair period exceeds 21 days, the manufacturer must lend you a comparable device. If the manufacturer is unable to repair the defect in three attempts or it takes longer than 45 days, then the consumer may either cancel the purchase and get a full refund or get a replacement device.

Do I Have A 3-Day Right-To-Cancel Any Consumer Purchase?

No. You only have a 3-day right to cancel in two situations:

Home Solicitation Sales: If you are (a) contacted at your home, either at the door, by telephone or by mail, and as a result of the contact; (b) if you purchase goods or services at your home or somewhere other than the seller's place of business; and if (c) the amount of your purchase is more than $25, then the seller must give you a form entitled "Notice of Cancellation," which tells you about your 3-day right to cancel the transaction. If you want to cancel the contract, you must sign, date and send or deliver the form to the seller within three business days after the day on which you sign the contract.

Prepaid Entertainment Contracts: If you sign a contract for dance studio lessons, dating services, martial arts training or health spa services, you must also be must be given a "Notice of Cancellation" form stating that you have a right to cancel these contracts. If you want to cancel the contract, you need to sign, date, send or deliver the form to the seller not later than midnight of the third business day after the date on which the first service under the contract is available.

What Should I Do If I Have A Consumer Problem?

First, call the seller or supplier to try to resolve your problem. If this does not work, send a detailed letter to the supplier stating the problem and how and by when you expect it to be resolved. Be sure to keep a copy of this letter. In addition, tell the supplier when you expect a response and give a date. If you do not receive a response by the date you specified, call an attorney who can also write a letter and may get better results.

You can also contact the Ohio Attorney General's office, 1-800-282-0515, and request a consumer complaint form or fill out a complaint form on their website. If the Attorney General receives enough complaints, their office will take action against the supplier. You may also search the Attorney General's complaint file for other complaints filed against the supplier.

If you have been a victim of a deceptive or unconscionable act or practice that violates the CSPA, then you may have a right to sue the supplier and either cancel the transaction or recover three times the amount of your actual damages or $200, whichever is greater. In addition, if you win your lawsuit, you may be reimbursed for reasonable attorney's fees and court costs. If you decide to accept a cure offer from the supplier after you have filed a claim against them, you are entitled to up to $2,500 in reasonable attorney's fees, the court costs for filing the claim and whatever monetary remedy the supplier offers.

Do I Have Any Rights As A Debtor?

Yes. You have rights under the Fair Debt Collection Practices Act (FDCPA) if a bill collector is collecting amounts that are owed to someone else. The FDCPA prohibits harassing or abusive behavior by the debt collector. Debt collectors cannot make false or unfulfilled threats such as arresting you, filing reports with credit reporting agencies or instituting legal action against you if they do not intend to do so.

If I Receive A Call Or A Letter From A Bill Collector, What Should I Do?

Take the name, the address and telephone number of the collector. Also, find out the name of the collection agency, who the creditor is and the alleged amount due. If you are sure that you owe the bill, make arrangements you can keep with the collector. Do not say you will pay an amount you cannot pay. If you think the debt is not valid, within 30 days after receiving the letter, notify the collector in writing that you dispute the debt and request they provide you verification of the debt.

Pro Seniors helps older Ohioans solve legal and long-term care problems and fight Medicare fraud. Our Legal Helpline provides free legal information and advice for Ohio residents aged 60 and older.
This fact sheet provides general information, not legal advice. The law is complex and changes frequently. Before you apply this information to a particular situation, call Pro Seniors' free Legal Helpline or consult an attorney in elder law.

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