

**NOTICE OF FAILURE TO PROVIDE ADEQUATE AIR CONDITIONING
AND NOTICE OF TENANT'S REMEDY**

The air conditioning is not functioning in the home I rent from you. Under Arizona statutes I can choose a remedy for your failure to provide essential services, or breaching the statutes concerning health and safety in the dwelling. A.R.S. §§ 33-1324 and -1361(a), 1363, or 1364. This notice advises you that I have chosen the remedy checked below.

___ Air conditioning repairs must be made to bring the dwelling into compliance with the Arizona Residential Landlord Tenant Act laws concerning dwelling health and safety. **If this is not remedied in 5 days, I will terminate my rental agreement.** A.R.S. §§ 33-1324 and -1361 (A).

___ Air conditioning repairs must be made to bring the dwelling unit into compliance with the Arizona Residential Landlord Tenant Act laws concerning dwelling health and safety. **If this is not remedied in 5 days, I will bring a lawsuit asking the court to issue an injunction requiring you to make the needed repairs and/or an award of damages.** A.R.S. § 33-1361(B).

___ Air conditioning repairs must be made to bring the dwelling into compliance with the Arizona Residential Landlord Tenant Act laws concerning dwelling health and safety. **If this breach is not remedied in 10 days (or sooner as conditions require in case of emergency), I will hire a licensed contractor myself to correct the condition.** I have the right to use this self-help remedy if the cost of repair is less than \$300 or one-half my monthly rent, whichever amount is greater. **I will deduct this amount** from my next rental payment. A.R.S. §§ 33-1324, 1363(A).

___ Air conditioning repairs must be made to bring the dwelling into compliance with the Arizona Residential Landlord Tenant Act. If this is not remedied within a reasonable time, **I will obtain reasonable amounts of air conditioning until you supply it, and deduct the reasonable cost from my rental payment.** A.R.S. § 33-1364(A)(1).

___ Air conditioning repairs must be made to bring the dwelling into compliance with the Arizona Residential Landlord Tenant Act. If this is not remedied within a reasonable time, I will **obtain substitute housing** until air conditioning is restored to the dwelling. **I will deduct the cost of that housing from my rental payment, and may recover up to another 25% of the rental amount, if the substitute housing costs that much more than my usual monthly rental payment.** A.R.S. § 33-1364(A)(3).

___ Air conditioning repairs must be made to bring the dwelling into compliance with the Arizona Residential Landlord Tenant Act. If this is not remedied within a reasonable time, **I will bring a lawsuit for damages**, to recover the difference between the fair rental value of the dwelling with air conditioning, and its value without it, as is. A.R.S. § 33-1364(A)(2).

Thank you for your prompt attention to this matter.

Date of this notice: _____

Tenant signature: _____

Tenant name: _____

Property address: _____

Method of delivery:

hand delivered on _____

certified mail which was mailed on _____