

“Equal Justice For All”

COMMUNITY

LEGAL SERVICES, INC.



What to Do if Your Air Conditioning is Broken

Tenants' Rights, Responsibilities and Remedies



Community Legal Services is committed to eliminating poverty-based inequities in the civil justice system by providing high-quality legal advice, advocacy and assistance to low-income Arizonans.

What are my rights?

A landlord must supply reasonable air conditioning and cooling in units that have an air conditioning unit installed, or where air conditioning is offered. Arizona law provides remedies that tenants may use when the air conditioning fails in their rented home.

What steps should I take when my air conditioning is not working?

If the landlord fails to supply air conditioning, you may do **one** of the following:

- Give written notice (Form A) that landlord has 5 calendar days to make the repair. If the landlord does not timely make the repair, you can then decide whether to terminate the lease and leave. If you decide to terminate the lease, you will need to provide an additional notice (Form B) that states your intended move-out date. You will be responsible for any rent during this time. See *A.R.S. 33-1361(A)*.
- Give written notice (Form A) that landlord has 5 calendar days to make the repair. If landlord does not timely make the repair, you may bring a lawsuit for an injunction (to force landlord to make repairs) and for money damages. See *A.R.S. 33-1361(B)*.
- Give written notice (Form A) that if landlord does not make the repair in 10 calendar days (or sooner as conditions require in an emergency), you will hire a licensed contractor to repair the air conditioning. You can check the license at the Arizona Registrar of Contractors at <http://www.azroc.gov/> or (602) 542-1525, or Toll Free within AZ: 1-877-MY AZROC (1-877-692-9762).

Warning: You may only use this remedy if the repair costs less than \$300 or one-half of your monthly rent, whichever amount is greater. For example, if your rent is \$700, the repair must stay under \$350. You will be able to deduct the cost of that repair from your rent payment. See *A.R.S. § 33-1363(A)*.

After the contractor completes the repair, you will need to have the contractor fill out and sign a “Waiver of Lien” (See Form C) and provide you with an itemized bill marked “PAID.” You must give your landlord copies of these documents, along with the “Self Help Remedy: Completion” notice (Form D), and payment of the amount of rent owed minus the deduction for the contractor’s bill.

- Give written notice (Form A) that landlord has a reasonable time to repair. If the repair is not timely made, you can choose to procure **reasonable** amounts of air conditioning or cooling yourself. What does this mean? Examples are purchasing fans or a window-mounted air conditioning unit. If you take these steps, you will be able to deduct the “actual reasonable cost”

from your rent. You must keep all receipts from these purchases, and be able to prove that you purchased the items after the deadline stated on the notice you gave the landlord for fixing the air conditioning unit. See *A.R.S. § 33-1364(A)(1)*.

- Give written notice (Form A) that landlord has a reasonable time to repair. If the repair is not timely made, you can choose to pay for reasonable, temporary substitute housing (such as renting a hotel room) until the landlord repairs the air conditioning in your home. Just like with the other remedies, you will need to keep all your receipts so you can prove that you used substitute housing only for the time period from the deadline stated on the notice until air conditioning was restored to your home.

Warning: You may deduct a maximum of 125% of your rent amount for the substitute housing. For example, if your AC is out for a month and your rent is \$800/month, you will be excused from the full \$800 and can be reimbursed up to another \$200 ($\$800 \times 25\%$). If your AC is out for a week and your rent is \$800/month, you can be excused for up to \$250. See *A.R.S. 33-1364(A)(3)*.

- Give written notice (Form A) that landlord has a reasonable time to repair. If the landlord does not timely make the repair, you can sue the landlord to recover money for the reduced value of your home from the deadline stated on the notice until the air conditioning was restored to your home. See *A.R.S. 33-1364(A)(2)*.

Notices may be hand delivered to landlord (or landlord's authorized agent) or sent to landlord by certified mail. Strongly recommend that notices be hand delivered, as notices sent by certified mail are deemed to be received on the date landlord actually receives the notice or 5 days after the notice is mailed, whichever occurs first.

Make sure to keep copies of any notices you give to the landlord so that you can show them to the court.

These remedies are *not* available if you, your family or your guest caused the air conditioning to stop working by a deliberate or careless act, or failing to act.

**The information provided in this brochure is for informational purposes only.
It is not legal advice or a substitute for legal counsel.**

**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 _____

[Form B]

**NOTICE OF INTENT TO VACATE and
REQUEST FOR INSPECTION**

(Tenant is terminating lease)

On _____, I notified you of repairs that needed to be made to my rental unit. Those repairs were not made in five days, as is required for problems that affect health and safety in the dwelling. Arizona Revised Statutes §§ 33-1324 and -1361 (A). For that reason, the Statutes permit me to terminate my lease, and this Notice advises you that I intend vacate the dwelling located at:

My move out date is: _____

Before I return the keys on the move-out date, I request that you inspect the premises to ensure the dwelling is in the same condition as when I took possession of it, with ordinary wear and tear excepted. Thank you.

Tenant signature: _____

Name of tenant: _____

Date of this notice: _____

Please send my refundable security deposit to:

Method of delivery:

hand delivered on _____

certified mail which was mailed on _____

WAIVER OF LIEN

To be completed by the licensed contractor after the work has been completed and paid for.

By signing below, I hereby waive any lien I may have for the air conditioning work I performed at the premises located at:

Renter's name: _____

Contractor signature: _____

Contractor's company/name of business: _____

Contractor license number: _____

Date(s) work performed: _____

[Form D]

**TENANT'S NOTICE OF
COMPLETED REPAIRS**

On _____, you were notified that if air conditioning was not restored to my rental property, I would hire a licensed contractor to complete necessary repairs. The air conditioning was not restored, so I hired and paid a licensed contractor, who completed the necessary repair work. In accordance with Arizona Revised Statutes §§ 33-1324 and -1363(A), because the repair was less than \$300 or one-half my regular monthly rent (whichever amount is greater), I will be deducting the cost of the repair from my monthly rent payment.

Attached to this notice are work receipts, proof the contractor was paid and the lien waiver signed by the contractor. The address of the property is:

Tenant signature: _____

Name of tenant: _____

Date of this notice: _____

Method of delivery:

__ hand delivered on _____

__ certified mail which was mailed on _____