

Jacob Palasek

From: Jacob Palasek
Sent: Monday, March 9, 2026 8:37 PM
To: Canterbury and Oxford
Cc: Jacob Palasek
Subject: Formal Final Repair Notice – Unsafe and Uninhabitable Condition (Refrigerator Failure)
Attachments: 2026-02-21-0332-pm-both-trucks-01.jpg; 2026-02-21-0332-pm-both-trucks-gmc-ford-01.jpg; 2026-02-21-0332-pm-unknown-person-who-threatened-and-recorded-me.jpg; 2026-02-21-0332-pm-worker-with-truck-01.jpg; 2026-02-21-0332-pm-worker-with-truck-02.jpg; 2026-02-21-0333-pm-worker-truck-ford.jpg; cae-2026-03-07-temperature-chart-replacement-refrigerator-02202026-present.pdf; cae-2026-03-08-refrigerator-temperature-data.pdf; food-ruined-itemized-02122026-03062026.pdf

Monday, March 9, 2026

Property Manager,

This notice is provided pursuant to MCL 554.139, MCL 125.530, and MCL 125.534 as a final demand for immediate correction of an unsafe and uninhabitable condition.

This letter serves as formal notice.

The 19-year-old ‘replacement’ refrigerator that was installed is a complete failure and must be replaced no later than Tuesday, March 10, 2026 with a unit that:

- Is not years beyond its usable life, and
- Consistently maintains safe food temperatures between 34°F and 39°F.

If a compliant refrigerator is not installed by that deadline, I will file for emergency injunctive relief under the Michigan Housing Law on the morning of Wednesday, March 11, 2026. There will be no second attempt to repair this refrigerator. It is far beyond its functional life and has never met minimum safety requirements.

This replacement unit has failed to maintain safe temperatures for 17 days, and when combined with the original 20-year-old refrigerator, I have now been without a legally compliant, safe refrigerator for 25 consecutive days.

You were notified of the replacement refrigerator’s temperature failures on February 24, 2026, and March 5, 2026 — and received no reply to either message.

Because of your continued negligence and failure to maintain safe, habitable conditions, we have incurred \$220.76 in spoiled food losses.

You will reimburse \$220.76 to Cheyenna Larsen in the form of either:

- A money order, or
- A certified check

This reimbursement must be delivered within 10 days of your receipt of this notice.

EXHIBIT D-3 - Written Notices to Defendants

Under no circumstances may you send the individuals involved in the RA incident on 2/21/2026 to my apartment. You have other maintenance personnel available. I am explicitly refusing entry to those specific individuals for safety and security reasons. This is not a refusal of reasonable access; it is a refusal of particular personnel. You must send alternate staff.

Your failure to provide a functioning refrigerator for nearly half a month—combined with the ongoing and unresolved code violations in this building and in my unit—**constitutes constructive eviction.**

Temperature logs are attached.

Additional thermometer photos are available at:

- <https://cae.compudocgr.com/refrigerator/photos-temps-original/>
- <https://cae.compudocgr.com/refrigerator/photos-temps-replacement/>

All communications regarding repairs must be made in writing.

Do not send any law enforcement officer to my door regarding this civil repair notice.

Any attempt to use law enforcement for intimidation or retaliation will be documented and submitted as evidence in pending or future court proceedings