

Instruction: This is a model letter. Adapt to fit your facts and circumstances.

Date

Name  
Address Line 1  
Address Line 2  
City, State Zip Code

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**Re: Name**  
**Address Line 1**  
**Address Line 2**  
**City, State Zip Code**

Dear Name:

Our firm represents Name. She has forwarded to me your recent demand letter for reply.

Please be advised that Name has no intention of paying the remaining balance due on her painting contract with you until the problem with the two-toned paint is corrected. Your agreement with Name specifically provided that the balance would be paid when she was satisfied with the paint job. She is not satisfied because the paint cut in around the trim is a different shade than the paint on the other portions of stucco. Name did not bargain for a two-toned paint job and will not accept one.

While Name recognizes that you have made attempts to correct this problem, your efforts have not been completely successful. Contrary to your assertion, simply cutting in the paint and then rolling in on "just like normal" does not mean that you have done your "part". Your obligation is to provide Name with a paint job with which she is satisfied. Having two different shades of pain on the cut in area and the rolled on area does not satisfy your obligation to her. Moreover, the fact that you may have come down on your price before Name agreed to allow you to do the work or that you may have agreed to perform some additional work at no additional compensation is simply irrelevant. The fact remains that there is a difference in the shade of the paint and Name is not satisfied with these results.

To this point, Name has been patient in giving you an opportunity to correct the problem. However, Name does not intend to allow this matter to drag on indefinitely. Therefore, you are hereby notified that if the problem regarding the two different shades of paint

is not resolved to Name's satisfaction within two (2) weeks receipt of this letter, she intends to obtain another painter to correct this problem. Any amounts incurred by Name correcting the problem will be deducted from the remaining balance payable under your contract with her. If the cost of correcting this problem exceeds the amount remaining due under your contract, you will be liable to Name for such sums.

Like you, Name hopes to avoid court. However, she intends to have the problem with the two-toned paint corrected one way or another. If you are not willing or are unable to correct this problem within the time specified, then Name will have no alternative but to proceed as set forth above.

Should you desire to discuss this matter, please contact me.

Sincerely,

Name

BY:

Name

pc:     :  
Name