

1. Formal NTSB Binding Arbitration Complaint Letter

To: National Transportation Safety Board (NTSB)

Via email: [correspondence@ntsb.gov](mailto:correspondence@ntsb.gov)

RE: TESLA Y VIN: [REDACTED]

September 29, 2025

Subject: Request for Binding Arbitration – Tesla Model Y Rear AC Safety Defect

Dear Sir or Madam,

I am writing to formally initiate a request for binding arbitration with the NTSB regarding an ongoing and unresolved safety defect with my 2023 Tesla Model Y, specifically concerning the failure of the rear air conditioning (AC) system to activate, creating a hazardous environment for passengers, including an infant, in the rear seat. Despite multiple attempts to seek warranty resolution through Tesla and the Texas Department of Motor Vehicles (DMV), the safety issue remains despite the car being under warranty and Tesla acknowledging the issue still exists.

On October 29, 2025, a formal complaint ([REDACTED]) was submitted to the Texas DMV regarding this matter. The defect in question prevents the rear AC from functioning, exposing rear seat occupants to excessive heat, particularly dangerous in Texas climatic conditions. Tesla has not honored the warranty, nor has the manufacturer implemented a remedy for this pressing safety concern.

Given the unresolved status of my complaint, I respectfully request the NTSB to initiate binding arbitration proceedings to determine an appropriate resolution, including mandatory repairs

or buyback in accordance with relevant vehicle safety and consumer protection statutes.

Please confirm receipt of this complaint, and contact me for any required documentation or further details.

Sincerely,

[REDACTED]  
[REDACTED]  
[REDACTED]  
Richmond TX [REDACTED]

EMAIL [REDACTED]

[REDACTED]  
Subject: Urgent Request for Resolution: Rear AC Failure in 2023 Model Y Under Warranty,

VIN [REDACTED]

Dear Tesla Service Team,

I am writing to formally request immediate resolution of a persistent rear AC failure in my 2023 Tesla Model Y (still under warranty), which poses a dangerous situation—especially in the extreme heat of Houston—with a rear-facing child seat. Despite multiple service visits for this very issue and repeated documentation (including video evidence), this serious defect remains unresolved.

Previously, service teams declined to address the issue because the malfunction was not reproduced during their brief checks even though I provided video evidence. However, during my current visit as my Tesla is still at the service center, I presented additional video evidence—and more importantly, your own technician Victor experienced the failure firsthand: which is despite an adult sitting in the rear seat, the rear AC still did not activate. This Victor to prompted order for a new HVAC case.

Today, I received a message from your technician, Victor, at 4:31 PM stating:

"Hey [REDACTED] hope all is well! After replacing the HVAC case the issue still persists. We are back to troubleshooting the concern. I'll report back tomorrow morning with an update."

Shockingly, about 15 minutes later, Victor called and abruptly stated that the issue had been labeled a "software problem" and would not be fixed. This is unacceptable. **The failure of the rear AC to turn on, even with a rear passenger present, is a clear defect that endangers children—especially infants—who are left without cooling in Houston's dangerous heat.**

As I made clear, this is not a normal Model Y experience. My family owns another 2023 Model Y that does not have this problem, and I challenge your own service staff to demonstrate another vehicle on the lot that exhibits this behavior.

Per Tesla's own warranty language:

"This limited warranty covers the repair or replacement necessary to remedy any 'failures' that are determined by Tesla to have occurred under normal use. 'Failure' means the complete failure or inability of a covered part to perform the function(s) for which it was designed, due to defects in material or workmanship of the part manufactured or supplied by Tesla, which occur under normal use. Failure does not include the gradual loss in operating performance due to normal wear and tear."

I must emphasize:

- The defect is easily reproducible and well-documented by your own staff.
- It directly impacts the health and safety of my child.
- The current denial, based on a vague “software” rationale, is not an acceptable reason to abandon warranty coverage for a critical safety issue.

If this issue is not urgently resolved, I will be forced to make a formal complaint to the NTSB, pursue binding arbitration, and/or seek redress through small claims court so that Tesla honors its warranty obligations. As a parent and a customer, my priority is protecting my child—not the vehicle—and I will not leave my child at risk due to Tesla’s inaction or refusal to acknowledge an obvious, dangerous defect. This not a car I would keep nor should any other parent with infants as the danger this puts my toddler is not acceptable and I intend to pursue this to the highest level given the broader implications this has to other parents.

Please provide a written plan to remedy this problem without further delay. If Tesla is unable or unwilling to resolve this defect, you may take the vehicle back as I do not intend to pick it up until its fixed.

I look forward to your immediate response.

Sincerely,





UNITED STATES  
OF AMERICA

FOREVER/USA

Ms 212

MTSB  
1200  
Washington  
New Jersey  
Avenue SE  
DC 20590

