

INSTRUCTIONS ON SERVING PRE-LITIGATION NOTICES

Service of notices is strictly construed against the landlord. Even if you can prove the tenant actually received the notice, failure to strictly adhere to the service methods will result in dismissal of the eviction action. There are three acceptable means to serve a notice on a tenant.

1. Delivering a copy personally to the tenant.
2. Substitute service on some person of suitable age and discretion AND mailing a copy to the tenant.
3. If neither the tenant nor a person of suitable age and discretion is present then affixing a copy of the notice in a conspicuous place on the premises AND mailing a copy.



RCW 59.12.040.

Always knock first. A good tenant attorney might cross-examine the landlord witness as to whether the notice was posted without inquiring if anyone was present. If so, the case will be dismissed.

Mailing. Regular first class is fine. When mailing is required, one day is added by rule to the response from the tenant. In effect, a three-day notice becomes a four-day notice and a ten-day notice an eleven-day notice, etc.

More than one tenant. If there is more than one person living in the property it is important to serve enough for each person. If someone answers the door, hand that person enough notices for everyone and mail copies separately to each other tenant. Likewise if posting a copy, mail one separately to each tenant.

Posting. Notices must be posted in a conspicuous manner. Anyone should be able to walk up and read it. Therefore, do NOT leave it in an envelope, slide it under the door or through the mail slot, etc.

Please Note – While you may not contract for shorter notice periods than required by statute, you may agree to longer periods. Check your lease. If it states the tenant is to receive a longer notice period than is called for in the statute and in our standard forms, you must edit the forms appropriately.

CALCULATION OF TIME

Rent must be late. This seems rather obvious, but the rent must be late. Even if the tenant states unequivocally that rent will not be forthcoming you must wait until rent is past due.

Weekends and holidays. The day of service does not count, but weekends and holidays do count.

The first day does not count. Day one is the first day after service.

Extra day for Mailing. As noted above, add an extra day if the notice is mailed.

Twenty-day notices. Serve with at least twenty-one days remaining.

More Time by Contract. If the lease provides for more for notice of delinquent rent time (the current Sheng Raamco lease forms that I have seen do not) this is enforceable and the case will be dismissed if you give the standard three day notice.

WHAT TO INCLUDE AND WHAT NOT TO INCLUDE

Rent. The rent must be a good faith estimate of the amount due and be reasonably accurate.

Late fees. Late fees, particularly if defined as “rent” in the lease (as is the case with Sheng Raamco leases) are probably OK.

Utilities, unpaid deposits, or other miscellaneous items. It is best to leave these out of the notice to pay rent or vacate. These items are best demanded in a ten day notice to comply with the lease or vacate.

TO: _____

_____, WA. _____

NOTICE TO TERMINATE TENANCY

YOU, AND EACH OF YOU, ARE HEREBY NOTIFIED that the tenancy of the premises occupied by you as a tenant of the undersigned owner, described in the address above, is hereby terminated on:

_____,

(the end of a rental period)

for the reason(s) indicated below. On or before the date indicated you will surrender the possession of the premises to the owner or his agent named below. If you fail to comply, proceedings will be commenced to evict you.

- You have been issued four (4) or more three (3) day pay rent or vacate notices in the past twelve months, copies of which are attached;
- You have been issued three (3) or more ten (10) day notices to comply or vacate within the past twelve months, copies of which are attached;
- The owner or a member of the owner's immediate family wishes to reside in the unit;
- The owner seeks to sell the property and the property is a single-family residence
- Your occupancy is conditioned upon employment on the property and the employment relationship is terminated;

- [] The owner seeks to do substantial rehabilitation in the building, and has obtained the required tenant relocation license, if required by SMC Chapter 22.210, and necessary permit(s); (* you will be provided with written notice at the time of vacating the unit of your right of first refusal to the rehabilitated unit);
- [] The owner elects to demolish the building, or convert to condominiums or cooperative, or to a nonresidential use, and has obtained the tenant relocation license, if required by SMC Chapter 22.210 and the necessary permit(s);
- [] The owner seeks to discontinue use of a housing unit unauthorized by Title 23 of the SMC after receipt of a notice of violation thereof. (subject to the required relocation fee two weeks prior to termination date);
- [] Reducing the number of individuals to comply with maximum limit allowed by SMC Title 23 and 24.
- [] The owner seeks to discontinue sharing with a tenant the owners own housing unit or an accessory dwelling unit not in violation of SMC 23.44.041;

Issued and dated at _____, WA, on: _____

PROPERTY: _____

AGENT: _____

NOTICE TO TERMINATE (Seattle City Limits)