

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 more notice time for breach of the lease this is enforceable. The case will be dismissed if you give a standard notice that does not give the additional time granted in the lease.

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, utilities, unpaid deposits, or other miscellaneous items. Leave these out of the notice to pay rent or vacate. These should only be demanded in a 10-day notice to comply or vacate.

1 **NOTICE TO PAY RENT OR VACATE**

2
3 TO: _____

4 AND TO ALL TENANTS IN POSSESSION

5 You and each of you are notified that rent for the premises commonly known as

6 _____

7 is in arrears in the amount indicated:

rental period(s)	amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8
9
10
11
12
13 **YOU MUST PAY THE RENT WITHIN THREE (3) DAYS**
14 **OR VACATE THE PREMISES.**

15 Pursuant to RCW 59.12.030 and SMC 22.206.160 C 1. a. you are instructed to pay the rent
16 within 3(three) days of service of this notice or your tenancy will be terminated and the landlord
17 will be entitled to all remedies, relief, and damages allowed by law.

18 A Seattle month-to-month tenant who habitually fails to pay rent when due which causes the
19 owner to notify the tenant in writing of late rent four (4) or more times in a twelve (12) month
20 period is subject to eviction.

21 If you have been served more than one type of notice you must comply with each and every
22 notice by the applicable deadlines stated in the various notices. A different deadline in another
23 notice does not extend the deadline in this notice. Each notice requires compliance with its
24 terms. Compliance with one notice is not compliance other notices.

25 DATED this day of , 20____. _____

26 Name

27 Address