

INSTRUCTIONS FOR FEDERAL WAY NOTICE TO COMPLY OR VACATE

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 could 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 each adult occupant.
2. Substitute service on some person of suitable age and discretion *and* mailing a copy to each adult occupant.
3. If you knock/ring and no one answers, then affixing a copy of the notice in a conspicuous place on the premises *and* mailing a copy to each adult occupant.

Always knock/ring. 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 could be dismissed.



Mailing. When mailing is required regular first class is fine unless the lease requires certified. Mailing alone is *never* sufficient, *even if* the tenant actually receives the document. Mailing does not mean the landlord placing the notice in the tenant's mailbox. Mailing means utilizing the US Postal Service. Mail from the same county where the property is located.

More than one occupant. If there is more than one person living in the property it is important to serve enough copies for each person.

Posting. Notices must be posted in a conspicuous manner. Anyone should be able to walk up and read it.

What to demand. The notice must state both what the violations are and what the tenant must do to comply with the lease terms with sufficient specificity to give them an opportunity to cure the notice. Do not demand non-monetary items on the notice to comply or vacate.

NOTICE TO COMPLY OR VACATE-FEDERAL WAY

TO: _____

AND TO ALL PERSONS IN POSSESSION of property commonly known as

_____,
Federal Way, Washington _____

You and each of you are notified that you are in substantial breach of a material program requirement of subsidized housing; substantial breach of a material term within the lease or rental agreement; or a substantial breach of a tenant obligation imposed by law.

The specific acts or omissions constituting the breach are:

You must do the following to remedy the breach(es) described above:

No later than _____, 20__ (a date at least 12 days after service of this notice) in the alternative either: the breach must be remedied; or, the rental agreement will end and you must vacate the premises. If you remain in possession but fail to comply with this notice, your tenancy will be terminated and the landlord will be entitled to all remedies, relief, and damages allowed by law including bringing an eviction action in court.

Even if you cure this notice, the landlord may choose to end the tenancy at the end of the rental term or period if there are four violations within the preceding 12-month period. Correcting the fourth or subsequent violation is not a defense to the ending of the lease or rental agreement.

If you are a Veteran of the U.S. Military, you may be able to access housing resources by calling 2-1-1 or contacting the King County Veterans Program for assistance with rent, relocation, or other support services.

DATED _____, 20__

Signature of landlord or landlord's agent

Print Name: _____

_____ [enter address for landlord or landlord's agent]