

## Just Cause Eviction State-Wide Law

Washington has a state-wide just cause eviction law in addition to local laws that may apply. It is no longer possible to end a month-to-month tenancy with just a 20-day notice (unless you also live in the same dwelling). A complete summary of just cause eviction laws is beyond the scope of these instructions, but some key points are covered below.

Notices must have details such as names of witnesses and/or victims; dates and times of incidents; names and relationship of family members who intend to occupy the rental; and/or other facts and circumstances with enough specificity to enable the tenant to prepare a defense.

Many local jurisdictions also have just cause eviction and other local laws with which landlords must comply. Local laws may require longer notice periods or may not allow eviction at all even though allowed under state law. *This form is not valid in unincorporated King County and may not be appropriate or may be incomplete in other local jurisdictions.*

If a lease has an automatic month-to-month provision, the owner can terminate the tenancy at the end of the initial period if the tenancy term was at least six months. If the lease has no automatic month-to-month provision and the term was at least twelve months, the owner can terminate the tenancy (whether or not in the initial term). Termination under either scenario requires at least 60 days' written notice prior to the end of the lease term. This type of 60-day termination is not available if the tenancy has ever been periodic (month-to-month).

All other tenancies require just cause to terminate.

Use the notice to terminate tenancy for the following situations under state law, if also allowed under other applicable law.

- The owner or immediate family member wishes to reside in the property (90 days' notice)
- The owner intends to sell a single-family home (90 days' notice). Note that under case law this is an intent to sell in the future, not an accepted offer with a pending closing date.
- A landlord who shares a dwelling unit or access to a common kitchen or bathroom may terminate a tenancy with at least 20 days' notice providing as the termination date the end of the rental term or the last day of a month if a month-to-month tenancy.
- Misrepresentation on rental application (30 days). Misrepresentations must be intentional, knowing, and material and would have resulted in adverse action.
- Four or more notices to comply or vacate served within a 12-month period. A 60-day notice must be served with or after the fourth notice. Note this is only necessary if the tenant cures the previous notices. Failure to cure just one notice to comply or vacate is grounds for eviction.
  - Each notice to comply or vacate must
    - 1) State the violation
    - 2) Provide a cure opportunity

- 3) State that the landlord may choose to end the tenancy at the end of the rental term if there are four violations within a 12-month period
- 4) State that correcting the fourth or subsequent violation is not a defense to ending the lease.
  - Copies of the previous notices must be attached to the 60-day notice.
  - There must be four or more separate incidents.

In all cases the date of termination should be the last day of a rental period or the last day of a lease term.

## How to Serve Pre-Litigation Notices

Service of notices is strictly construed against the landlord and failure to strictly adhere to the service methods may result in dismissal of the eviction action. There are three legally authorized 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 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 to each adult occupant.

Always knock before posting + mailing. Tenants are entitled to an attorney at no cost who might cross-examine the landlord witness as to whether the notice was posted without inquiring first if anyone was present. If so, the case might be dismissed.

**Mailing.** When mailing is required regular first class is fine unless the lease requires certified mail. Mailing alone is not legally sufficient. Utilize the US Postal Service (not courier services or placing into the tenant's mailbox yourself). When mailing is required, one day is added by rule before the landlord can take further action. Mail from the same county where the rental 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. If someone answers the door, hand that person enough copies of the notice for everyone and mail copies to each occupant. Likewise, if posting a copy mail copies to each occupant. Do not name unauthorized occupants but do serve enough copies to account for them.

**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.

## NOTICE TO TERMINATE TENANCY

**TO:** \_\_\_\_\_

AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:

\_\_\_\_\_, WA \_\_\_\_\_

YOU ARE NOTIFIED that your tenancy of the premises is terminated on \_\_\_\_\_, 20 \_\_\_\_ for the reason(s) indicated below. On or before the date indicated above you will surrender the possession of the premises to the owner or the agent named below. If you fail to vacate, the landlord may bring legal action to evict you.

- ☐ The owner or a member of the owner's immediate family, namely \_\_\_\_\_ who is an owner or is related to the owner as \_\_\_\_\_ intends to occupy the unit as their principal residence;
- ☐ The owner has elected to sell the single family residence in which you are a tenant;
- ☐ The owner or lessor with whom you share the dwelling unit, access to a common kitchen or bathroom area no longer wishes to share the property and is terminating your tenancy;
- ☐ Your lease term is ending, the term was 12 months or more, and the lease contract terms do not provide for the tenancy to continue for an indefinite period on a month-to-month basis (no automatic month-to-month provision);
- ☐ Your lease term is ending, the term was between 6 to 12 months, and the lease contract terms provide for the tenancy to continue for an indefinite period on a month-to-month basis (has an automatic month-to-month provision), and this notice terminates the initial lease term;
- ☐ intentional, knowing, and material misrepresentations or omissions made on the tenant's application at the inception of the tenancy that, had these misrepresentations or omissions not been made, would have resulted in the landlord requesting additional information or taking an adverse action,  
specifically:

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\_\_\_\_\_  
\_\_\_\_\_.

- [ ] You have been issued four (4) or more notices to comply or vacate within the past twelve months, copies of which are attached; The specific reasons and facts alleged in support of the reasons are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address