Notice to Terminate Tenancy Seattle

A Seattle residential landlord must have just cause to evict a tenant under local law and state law. This applies even if the tenant is month-to-month.

The eviction process, once simple and straightforward, is now nuanced and complex. This is even more true in Seattle than many other locations. Landlords are strongly encouraged to seek a consultation with an attorney before taking any action, including serving any notice.

If the tenant does not vacate, the landlord must go through the eviction court process. The date of termination must be the last day of a rental period, typically a calendar month. The termination date is _not_ calculated as twenty (or ninety, etc.) days from the current date.

The landlord must give 20 days' notice if the landlord resides in the dwelling and no longer wishes to cohabitate with the tenant. As with other no-fault eviction grounds, this does not allow the landlord to break a lease term early. If the tenant has an unexpired lease the landlord must give a date through the end of the lease term.

Even if the tenant actually receives the notice, failure adhere to legally required service methods may result in dismissal of an eviction. There are three legally acceptable means to serve a notice on a tenant.
1.   Delivering a copy personally directly into the hands of _each_ adult occupant; or
2.   Serving enough copies for each adult occupant on a person of suitable age and discretion _and_ mailing a copy to each occupant.
3.   If no one of suitable age and discretion is present (knock first), then conspicuously posting enough copies for each adult occupant _and_ mailing a copy to each occupant.

Always knock first. Tenants have a right to no-cost legal representation. A tenant attorney might cross-examine the landlord witness about whether they knocked before posting the notice. If not, the case might be dismissed.

Mailing. Mailing alone is _never_ sufficient. Mail certified from Washington state. Posting alone is _never sufficient_. Kock first, and only if no one answers then post _and_ mail. Always mail extra copies if there is more than one adult occupant.

These instructions apply only to initial unlawful detainer notices. The instructions do _not_ apply to serving pleadings and other documents. These instructions are general information for landlords and are not legal advice for particular circumstances.

Do _not_ serve these instructions on the tenant.

TO*:_____

AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:
_____, WA _____

YOU ARE NOTIFIED that your tenancy of the premises is terminated on

_____, 20 ____ *(the last day of the lease term or rental period)*

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, proceedings will be commenced to evict you.

[ ] The owner or a member of the owner's immediate family intend to occupy the
unit as their principal residence; [names and relationship to owner]

_____
_____

[ ] 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;

[ ] 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:

_____
_____
_____
_____
_____.

**RIGHT TO LEGAL COUNSEL: CITY LAW PROVIDES RENTERS WHO
ARE UNABLE TO PAY FOR AN ATTORNEY THE RIGHT TO FREE LEGAL
REPRESENTATION IN AN EVICTION LAWSUIT**. If you need help understanding
this notice or information about your renter rights, call the Renting in Seattle
Helpline at (206) 684-5700 or visit the web site at www.seattle.gov/rentinginseattle.

DATED: _____
_____
Signature

_____
Name

_____
Address