

## INSTRUCTIONS FOR SERVING AN EVICTION NOTICE IN WASHINGTON

 These instructions are intended for the state of Washington. Even in Washington these instructions are general information and not a substitute for legal advice.

**Notice to terminate tenancy.** The “twenty-day” notice to terminate a tenancy may only be used to terminate a month-to-month tenancy, not an unexpired lease. For Seattle residential tenancies, the tenancy must be month-to-month **and** the landlord must have just cause. The date of termination is **not** twenty days from the date of service. Rather, the date of termination is the last day of a rental period (typically a calendar month) and must be served at least twenty days in advance – or a longer period if the lease so requires. After the termination date, if the tenant does not vacate the landlord must follow the same unlawful detainer litigation process as with any other eviction, such as non-payment of rent, etc.

**Service.** 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 each adult occupant.
2. Substitute service of enough copies for each adult occupant 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 enough copies for each adult occupant in a conspicuous place on the premises **AND** mailing a copy to each adult occupant.



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.** 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. See above under **Service**. Mailing does **not** mean the landlord placing the notice in the tenant’s mailbox. Mailing means utilizing the US Postal Service. When mailing is required, one day is added by rule before the landlord can take further action. 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. 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, post enough copies for each adult occupant and also mail copies to each occupant. This does **not** mean each tenant separately named on individual notices. It means exact copies of one notice, each of which lists the names of all tenants. Do not name unauthorized occupants, but do serve enough copies to account for them.

**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.

NOTICE TO TERMINATE TENANCY

**TO:**

\_\_\_\_\_

AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:

\_\_\_\_\_  
*[Enter property address.]*

YOU ARE NOTIFIED that your tenancy of the premises is terminated on \_\_\_\_\_ (last day of rental period) and on that day you will be required to surrender possession of the premises to the Landlord. Judicial proceedings may be instituted for your eviction if you do not surrender possession of these premises on or before the date set forth above.

Statutes prohibit tenants from unreasonably withholding consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. **Violations of the landlord's right to enter may result in damages of \$100.00 per violation and attorney's fees.** RCW 59.18.150.

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

\_\_\_\_\_  
Signature of landlord or landlord's agent

Print Name: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_