

Serving Pre-Litigation Eviction Notices in Washington

Serving notices. It is vital to a successful eviction that any required pre-litigation notices be properly served. Time and manner of service is strictly construed against the landlord.

There are three legally valid methods of service. Actual receipt of the notice is *not* enough, and the landlord need not prove it. Instead, the important point is to follow the statutorily mandated methods.

1. **Personal service.** Hand a copy of the notice to *each* tenant.
2. **Substitute service.**
 - 1) **Serve on set of notices in hand.** Hand one set of notices (one for each tenant) to either a tenant or someone of suitable age and discretion. There is no bright line age limit. Rather the idea is someone old enough to understand the importance of the document.

AND

- 2) **Mail.** Mail a copy separately to each tenant. Certified mail is not required. Mail from same county.
3. **Posting and mailing.** If no one is available to serve in hand the landlord may post and mail notices.
 - 1) **Knock.** This type of service is only valid if there is no one to serve in hand. Therefore knock on the door beforehand.



AND

- 2) **Post.** The notice must be conspicuously posted on the premises. Post on the front door at eye level, preferable with the text out. Do NOT place through the mail slot, in the tenant's mailbox, under the welcome mat, etc.

AND

- 3) **Mail.** Again, Mail a copy separately to each tenant. Certified mail is not required unless required by the lease or rental agreement.

Put all adults' names on all copies of all notices.

Computation of time. Ideally the date on the notice and the date of all events constituting service will match. The day of service does not count. Weekends and holidays count. Add one additional day if service involves mailing.

For a “twenty-day” notice to terminate tenancy the date of termination of the tenancy is *not* calculated by adding twenty days to the date of service. Instead, the date of termination is the last day of a rental period (typically the last day of a calendar month) and must be served at least twenty-days in advance.

Review your lease. If the terms of the lease grant more time than the statutory minimum, the lease controls. If the landlord serves a notice granting only the statutory minimum but contrary to the longer period to comply granted by the lease the case will be dismissed.

Form and content. Substantial compliance, rather than strict compliance, is required for form and content of notices. Nevertheless, a landlord should take care to avoid common defects in notices.

Rent means rent. A three-day notice to pay rent or vacate is a demand to pay the rent or vacate. Do not include non-rent items. Even if defined arbitrarily as “rent” in the lease, it is best not to include such things as unpaid utilities, deposits, etc. Instead, these items belong on a notice to comply with the lease or vacate (“10-day notice”).

As always if uncertain consult with an attorney before acting.

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