

Notice to Comply or Vacate (Seattle)

TO: _____

And to all persons in possession

You and each of you are notified that you are in violation of the rules, regulations, rental agreement, and/or obligations or restrictions applicable to your tenancy of the premises commonly known as

_____ [rental property address].

Your non-compliance is described as:

and is in violation of the terms of your rental agreement.

You must within 10 (ten) days of service of this notice either comply with the terms of your rental agreement, or vacate. If you fail to either comply or vacate, your tenancy will be terminated and the landlord will be entitled to all remedies, relief, and damages allowed by law.

If you have been served more than one type of notice you must comply with each and every notice by the applicable deadlines stated in the various notices. A different deadline in another notice does not extend the deadline in this notice. Each notice requires compliance with its terms. Compliance with one notice is not compliance with other notices.

A Seattle landlord has just cause to eviction a Seattle tenant who fails to comply with a notice to comply or vacate that requires compliance with a material term of the rental agreement, or that requires compliance with a material obligation under RCW 59.18. Seattle Municipal Code §22.206.160(C)(1)(c). Additionally, a Seattle month-to-month tenant who habitually fails to comply with the material terms of the rental agreement, which causes the owner to serve a notice to comply or vacate three, or more times in a 12-month period may be subject to eviction. Seattle Municipal Code §22.206.160(C)(1)(d).

DATE _____

Landlord or agent

Print Name

Address

Instructions on Serving a Seattle Eviction Notice

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 an eviction notice on a tenant.

1. Delivering a copy personally to the tenant.
2. Substitute service on some person of suitable age and discretion **AND** mailing a copy to the tenant.
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.

Always knock first. Seattle residential tenants get free attorneys at show cause hearings. And, in both residential and commercial evictions, 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 court will dismiss the eviction.



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. 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, 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 all names of all adult tenants. 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.

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 accordingly.

CALCULATION OF TIME

Rent must be late. This seems rather obvious, but the rent must be late. Even if the tenant states unequivocally that rent will not be forthcoming you must wait until rent is past due.

Weekends and holidays. The day of service does not count, but weekends and holidays do count.

The first day does not count. Day one is the first day after service.

Extra day for Mailing. As noted above, add an extra day if the notice is mailed.

Twenty-day notices. Serve with at least twenty-one days remaining.

WHAT TO INCLUDE AND WHAT NOT TO INCLUDE

Rent. The rent must be a good faith estimate of the amount due and be reasonably accurate. Late fees must be reasonable in amount and should be itemized separately. In fact, it is the better practice to put them on a Notice to Comply or Vacate, not the Notice to Pay Rent or Vacate.

Utilities, unpaid deposits, or other miscellaneous items. Leave these out of the notice to pay rent or vacate. These should only be demanded in a 10-day notice to comply or vacate.

*Serve only the notice itself.
Do not serve these instructions on the tenant.*

