

NOTICE TO TERMINATE TENANCY—SEATTLE

In Seattle the landlord must have just cause to end a residential tenancy, even if the tenancy is month-to-month. Just cause to evict is defined by Seattle ordinance. The notice to terminate tenancy is used to end a month-to-month tenancy. The notice does not break a lease for the landlord.

The same eviction process is required for a notice to terminate tenancy as for a notice to pay rent or vacate and/or a notice to comply or vacate. If the tenant does not honor the notice, the landlord must go through the eviction process in court, just as with other types of eviction.

Some of the just cause eviction scenarios have additional requirements, such as building permits or relocation assistance. Sell of a single-family home requires 90 days notice, rather than 20. Likewise, if the landlord or an immediate family member seeks to move into the rental property, the landlord must give 90 days notice.

Do not serve this page of instructions when serving a notice. Service of notices is strictly construed against the landlord. There are three acceptable means to serve an eviction notice on a tenant.

1. Delivering a copy personally into the hands of each adult occupant, or
2. Substitute service on one person of suitable age and discretion AND mailing a copy to each adult occupant, or
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.

Mailing. Mailing alone is never good service, even if received. Mail from the same county where the rental is located.

More than one tenant. If there is more than one person living in the property it is important to serve enough copies of the notice for each person. If someone answers the door, hand that person enough copies of the notice for everyone and mail copies separately to each adult occupant. Likewise, if posting a copy then mail one copy of the notice separately to each adult occupant.

Posting. Posting may be done only if no one answers the door and posting must be in a conspicuous manner. Do not place it the tenant's mailbox, slid it under the door, or etc. Mailing is required in addition.

Timing. The date of termination must be the last day of a rental period, typically the last day of a calendar month. The date of termination is not 20 days (or 90 days when applicable) from the date the notice is served. The notice must be served at least 20 days prior to the date of termination (or 90 days when applicable). It is best to serve at least one day early to avoid any legal arguments about timeliness. Note also that while you may not contract for shorter notice periods than required by statute, the landlord and tenant may agree to longer periods in the lease. This will apply even if the tenancy is now month-to-month.

Emailing, texting, or faxing notices. Only the methods for serving eviction notices described above have been authorized by statute. Service by emailing, texting, faxing, other methods not authorized by statute is not legally valid service, even if the tenant actually receives the document.

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TO: _____

YOU, AND EACH OF YOU, ARE NOTIFIED that the tenancy of the premises occupied by you as a tenant of the undersigned owner, located at

_____ (address) _____ (unit number),
_____ (city), Washington _____ (zip)

is terminated on: _____ (*the last day of a rental period*)

for the reason(s) indicated below. No later than the end of the date indicated you will surrender the possession of the premises to the owner or his agent named below. If you fail to comply, proceedings will be commenced to evict you.

- You have been issued four (4) or more pay rent or vacate notices in the past twelve months;
- You have been issued three (3) or more notices to comply or vacate within the past twelve months;
- The owner or a member of the owner's immediate family wishes to reside in the unit;
- Your occupancy is conditioned upon employment on the property and the employment relationship is terminated;
- The owner seeks to do substantial rehabilitation in the building;
- The owner elects to demolish the building, or convert to condominiums or cooperative, or to a nonresidential use;
- The owner has elected to sell the single family residence in which you are a tenant.
- The owner seeks to discontinue use of a housing unit unauthorized by Title 23 of the SMC after receipt of a notice of violation thereof;
- Reducing the number of individuals to comply with maximum limit allowed by SMC Title 23 and 24.
- The owner seeks to discontinue sharing with a tenant the owner's own housing unit or an accessory dwelling unit;

Dated _____

Landlord or Agent:

Signature

Print Name