

NOTICE TO PAY RENT OR VACATE
SEATTLE

Landlords may evict for non-payment of rent, which is defined as recurring periodic charges. Tenants by law may pay deposits, nonrefundable fees, and last month's rent in installments. These installments if unpaid may be demanded on a notice to pay rent or vacate

Service of notices is strictly construed against the landlord. 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. In many counties tenants have volunteer 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. Mailing does not mean the landlord placing the notice in the tenant's mailbox. Mail from the same county where the property is located. When mailing is required regular first class is fine unless the lease requires certified.

More than one occupant. If there is more than one person living in the property it is important to serve enough copies for each adult occupant, both at or on the door and also enough copies in the mail.

Posting. Only post after knocking. Posting alone is never sufficient. Also mail copies. Notices must be posted in a conspicuous manner. Anyone should be able to walk up and read it. Post enough copies for each 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 informational. Do not serve these instructions on the tenant.

**FOURTEEN-DAY NOTICE TO PAY RENT
OR VACATE THE PREMISES**

To: _____

And all others in possession

Of the property located at:

[Enter rental property address]

You are receiving this notice because the landlord alleges you are not in compliance with the terms of the lease agreement by failing to pay rent and/or utilities and/or recurring or periodic charges that are past due.

(1) Monthly rent due for:

list month(s)	dollar amount
_____	\$ _____
_____	\$ _____
_____	\$ _____

AND/OR

(2) Utilities due for:

list month(s)	dollar amount
_____	\$ _____
_____	\$ _____
_____	\$ _____

AND/OR

(3) Other recurring or periodic charges identified in the lease for:

list month(s)	dollar amount
_____	\$ _____
_____	\$ _____

TOTAL AMOUNT DUE: \$ _____

Note - payment must be made pursuant to the terms of the rental agreement or by nonelectronic means including but not limited to, cashier's check, money order, or other certified funds.

You must pay the total amount due to your landlord within fourteen (14) days after service of this notice or you must vacate the premises. Any payment you make to the landlord must first be applied to the total amount due as shown on this notice. Any failure to comply with this notice within fourteen (14) days after service of this notice may result in a judicial proceeding that leads to your eviction from the premises.

The Washington state Office of the Attorney General has this notice in multiple languages on its web site. You will also find information there on how to find a lawyer or advocate at low or no cost and any available resources to help you pay your rent. Alternatively, for no-cost legal assistance for low-income renters call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You may find additional information to help at <http://www.wahingtonlawhelp.org>.

State law provides you the right to receive interpreter services at court.

Seattle City law entitles you to pay overdue rent in installments. If your landlord does not accept payment according to the installment schedule, you may raise this as a defense to eviction in court.

If you cannot pay rent, during or within 6 months after the end of the Mayor's moratorium on evictions, your inability to pay is a defense to eviction that you may raise in court.

OWNER/LANDLORD: _____ DATE: _____

WHERE TOTAL AMOUNT DUE IS TO BE PAID:

(owner/landlord name)

(address)