

## INSTRUCTIONS FOR SEATTLE NOTICE TO TERMINATE TENANCY

**Seattle just cause eviction.** A Seattle residential landlord must have just cause to evict a tenant, even if the tenant is month-to-month. If the just cause is non-payment of rent the landlord must serve a notice to pay rent or vacate. If the just cause is non-compliance with other material terms of the rental agreement the landlord must serve a notice to comply or vacate.

**Termination date.** The termination date must be the last day of a rental period (typically a calendar month). The date is **not** calculated as a given number of days from the current date. The required time depends on the grounds for eviction.

The owner must give 90 days' notice before end of rental period for: intent to sell single family home; or, the owner and/or immediate family intend to occupy. Otherwise give at least 20 days' notice before the end of a rental period.

**Serving the notice.** Service of notices is strictly construed against the landlord. Failure to strictly adhere to legally required service methods may result in dismissal of the eviction action, even if the tenant actually receives the eviction notice. There are three acceptable means to serve a notice on a tenant.

1. Delivering a copy personally to each adult occupant, or
2. Substitute service on some person of suitable age and discretion AND mailing a copy to each adult occupant, or
3. If neither no one suitable age and discretion is present, then conspicuously posting enough copies of the notice for each adult occupant AND mailing enough copies of the notice for each adult 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 **not** good service. When mailing is required, a notice to a Seattle tenant must be mailed from King County. First class mail is fine unless the lease terms require more.

**More than one tenant.** If there is more than one person living in the property it is important to serve enough for each adult occupant. Put all names on all copies, but serve enough copies for each adult.

**Posting.** Posting alone is **not** good service. Notices must be posted in a conspicuous manner. Anyone should be able to walk up and read the eviction notice.

*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.*

## SEATTLE NOTICE TO TERMINATE TENANCY

TO: \_\_\_\_\_ (names)  
\_\_\_\_\_  
\_\_\_\_\_ (street address) Unit # \_\_\_\_\_  
Seattle, Washington 98\_\_\_\_\_ (zip code)

**EACH OF YOU ARE NOTIFIED** that the tenancy of the above-described premises occupied by you as a tenant of the undersigned owner is terminated on: \_\_\_\_\_, 20\_\_\_\_\_

for the reason(s) indicated below. On or before the date indicated you will surrender the possession of the premises to the owner or owner's agent. 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. 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;
- 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 rental unit;
- The owner seeks to discontinue sharing with a tenant the owners own housing unit or an accessory dwelling unit not in violation of SMC 23.44.041;
- The owner has elected to sell the single family residence in which you are a tenant.
- 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 seeks to discontinue use of a housing unit unauthorized by Seattle law;
- The owner seeks to reduce the number of individuals to comply with maximum legal limits;

Dated \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Owner or Manager Signature

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