

INSTRUCTIONS FOR SERVING INITIAL EVICTION NOTICES  
WASHINGTON STATE

Service of notices is strictly construed against the landlord. Even if the tenant actually receives the notice, failure to 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.

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*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.*

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