

## INSTRUCTIONS ON SERVING PRE-LITIGATION NOTICES

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 a 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. 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 case will be dismissed.



**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 the names of all 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 appropriately.

Notice to Comply or Vacate

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 \_\_\_\_\_.

Your non-compliance is described as:

and is in violation of the following 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 noted above, 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.

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 ten (10) day notice to comply or vacate three (3) or more times in a twelve (12) month period is subject to eviction.

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.

DATE \_\_\_\_\_

\_\_\_\_\_  
Landlord or agent  
Print Name \_\_\_\_\_  
Address - \_\_\_\_\_