



## ***THE 20-DAY NOTICE TO VACATE***

Over time we have experienced confusion regarding the 20-day notice provision of the Washington State Landlord-Tenant Act. As a result we are providing the following information to assist in your understanding of this complex law.

The Landlord-Tenant Act requires the delivery of a notice, either from the resident to the landlord or visa versa, of the party's intent to terminate the Rental Agreement at the end of the agreement term. If the rental period is a month-to-month agreement, the notice must be given at least 20 days before the next month's rental payment is due (by the 10<sup>th</sup> of the month). If the lease provides for a specific term, such as one year or six months, the notice must be given at least 20 days prior to the end of the expiration of the lease. The notification serves to tell the other party, either landlord or resident, that the notifying party will leave at the end of the specified term. This means that the 20 Day Notice given on the first of the month indicates an intention to leave on the last day of the month, not on the 21<sup>st</sup> day of the month. Likewise, the resident is required to pay rent for the entire month despite the fact that they will be leaving. This is true even should the resident vacate prior to the end of the month, except when the landlord is able to rent the premises prior to the beginning of the next month. It is not legal for the landlord to collect double rent.

Likewise, should the resident receive a 20 Day Notice to Pay Rent or Quit, the resident still remains liable for the rental payments through the end of the term. The landlord is required to attempt to re-rent the premises as quickly as possible and to give the vacating resident credit for any days which the premises were rented. The fact that the resident receives a 3 Day Notice to Pay Rent or Quit does not relieve them of the duty to pay back rent owing or rent through the end of the term should the landlord be unable to rent the premises. Sometimes this particular aspect of the law requires clarification to both judges and residents, as especially residents seem to feel that they have been kicked off the premises and therefore they should not be required to pay rent. If their argument were correct, the landlord would be forced to choose between having a resident that refuses to pay through the end of the month so that the landlord could charge a full month's rent. In either case, the landlord suffers unduly for the tenants' failure to comply with the Rental Agreement. To avoid any confusion on the matter, the Landlord-Tenant Act in Section RCW 59.18.310 clearly sets for the resident's requirement to pay rent.

Also remember that the resident is required to clean the premises or that the cost of doing so may be added to the charges against the resident. Such cleaning, of course, does not include reasonable wear and tear.

The fact that either the landlord or the resident gives the other a notice as permitted under the Landlord-Tenant Act does not relieve either side from the duties set forth in the Landlord-Tenant Act.