

## INSTRUCTIONS FOR SERVING AN EVICTION NOTICE IN SEATTLE



These instructions are intended for the Seattle, Washington. Even in Seattle these instructions are general information and not a substitute for legal advice.

**Notice to terminate tenancy.** The notice to terminate a tenancy may only be used to terminate a month-to-month tenancy, not an unexpired lease. For Seattle residential tenancies, the landlord must also have just cause. To evict for non-payment of rent or other breaches of the tenancy, use a notice to pay rent or vacate or a notice to comply or vacate, not the notice to terminate tenancy.

**Date of termination.** The date of termination is *not* a given number of days from the date of service. Rather, the date of termination is the last day of a rental period (typically a calendar month) and must be served a minimum number of days in advance. The minimum period in Seattle depends on the reason for terminating the tenancy. The landlord must give 90 days notice to terminate if the landlord is seeking to move into the rental property, or if the landlord intends to sell a single-family dwelling. The landlord must give 30 days notice to reduce the number of occupants to comply with applicable building codes. Other grounds to terminate require at least 20 days notice.

After the termination date, if the tenant does not vacate the landlord must follow the same unlawful detainer court process as with any other eviction, such as non-payment of rent, etc.

**Service.** 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 may 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 each adult occupant.
2. Substitute service on some person of suitable age and discretion *and* mailing a copy to each adult occupant.
3. If neither the tenant nor a person of suitable age and discretion is present, then affixing enough copies for each adult occupant in a conspicuous place on the premises *and* mailing a copy to each adult occupant.



**Always knock first.** A good tenant attorney might cross-examine as to whether the notice was posted without inquiring if anyone was present. If so, the eviction may be dismissed.

**Mailing.** When mailing is required regular first class is fine unless the lease requires certified. Mailing alone is *not* sufficient. See above. 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 adult occupant. Likewise if posting a copy, post enough copies for each adult occupant and also mail copies to each adult occupant. Do not name unauthorized occupants, but do serve enough copies to account for them.

**SEATTLE  
NOTICE TO TERMINATE TENANCY**

**TO:** \_\_\_\_\_

**YOU, AND EACH OF YOU, ARE NOTIFIED** that the tenancy of the premises occupied by you as a tenant of the undersigned owner located at

\_\_\_\_\_, #\_\_\_\_\_, Seattle, Washington \_\_\_\_\_(zip)

is terminated on: \_\_\_\_\_ (the last day of a rental period)

for the reason(s) indicated below.

On or before the date indicated you will surrender the possession of the premises to the owner or his agent named below. 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;
- ☐ 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 unit;
- ☐ 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 has elected to sell the single family residence in which you are a tenant;
- ☐ The owner seeks to discontinue use of a housing unit unauthorized by Title 23 of the SMC after receipt of a notice of violation thereof;
- ☐ Reducing the number of individuals to comply with maximum limit allowed by SMC Title 23 and 24;
- ☐ The owner seeks to discontinue sharing with a tenant the owners own housing unit or an accessory dwelling;

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 other notices.

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

\_\_\_\_\_  
Landlord or Agent

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

It is illegal for a tenant to unreasonably withhold consent for the landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

**A tenant who unreasonably withholds consent for the landlord to enter may be liable for up to \$100 for each violation plus court costs and attorneys fees. RCW 59.18.150.**