

Instructions for preparing and serving a ten-day notice to comply or vacate

Important: Proper preparation and delivery of this form is critical for a notice to comply or vacate to be enforceable in a Washington court of law. *It is highly recommended that you consult a lawyer prior to using this or any other legal form.* The Law Office of Evan L. Loeffler PLLC provides this form as a courtesy without any claim as to its effectiveness or legality. Use of this form does not in any way create an attorney-client relationship between the user and any party associated with the Law Office of Evan L. Loeffler PLLC.

Preparing the notice

1. Name all parties known to be residing in the leased premises (do not include minor children).
2. Include the complete address of the leased premises.
3. Indicate with specificity the nature of the lease violation. Reference the section of the lease or the Residential Landlord-Tenant Act that has been violated if possible.
4. State what the tenant must do to comply with the lease. *E.g.* “Pay the unpaid damage deposit in the amount of \$750.00.”
5. Do not include any amounts that are not rent in a three-day notice to pay rent or vacate. If you demand amounts that are not rent in a notice to pay rent or vacate it may invalidate the notice. *Utilities and security deposits are **not** rent!*
6. Include the address of the landlord or the party issuing the notice.

Serving the notice

1. The notice must be hand-delivered to the tenant. Any party may hand-deliver the notice.
2. If the tenant cannot be found, the notice may be hand-delivered to any person of suitable age and discretion at the premises. A copy of the notice must be mailed by U.S. mail **in addition** to the notice delivered to the premises.
3. After making an attempt at hand-delivery to the premises, the notice may be conspicuously affixed to the door or window of the premises. A copy of the notice must be mailed by U.S. mail **in addition** to the notice affixed to the premises.
4. Any mailed notice may be mailed by regular mail. A declaration of mailing similar to the declaration in the attached notice is sufficient proof of mailing. If there is any concern about whether the tenant will deny receipt of the mailed notice, mail an additional notice by certified mail with return receipt requested.
5. If a notice is mailed the compliance period is extended by one day.
6. The day of service does not count when calculating the time within which the tenant must comply with the notice. Weekends count with a ten-day notice. However, the last day may not be on a Sunday or a holiday.

1 **TEN DAY NOTICE TO COMPLY OR VACATE**

2 **To:** _____ and all other occupants

3 **At:** _____

4 _____
5 _____

6 **YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT** you are in default under the terms and
7 conditions of your rental agreement and the rules for the premises located at the address described above. The
8 default is as follows:

9 The corrective action required is:

10 The landlord hereby expressly reserves all rights and remedies regarding any and all other defaults under the lease
11 which are not set forth herein.

12 You are required to cease and desist any violation or violations and to comply with the terms of your tenancy, or in
13 the alternative to vacate the above-described premises **within ten (10) days of receipt of this notice.**

14 This notice is executed and served in accord with RCW 59.12 *et seq.* which provides that a tenant is guilty of
15 unlawful detainer of real property if the tenant fails to comply with the demands of a notice such as this. Failure to
16 comply with this notice may result in initiation of an unlawful detainer action to evict you. Pursuant to the terms of
17 your lease, you could be liable for court costs and attorney's fees in addition to the rent currently due in any suit
18 instituted because of your default. Vacation of the premises shall not relieve tenants of any responsibility for
19 damages caused to the property or for past due rents.

20 Dated this _____ day of _____, 20____.

21 Landlord/Agent: _____
22 Address: _____
23 _____
24 _____

25 **DECLARATION OF SERVICE**

26 The undersigned, under penalty of perjury under the laws of the State of Washington, declares that copies of this
27 document were

28 [] personally served on the tenant on _____

[] mailed to the tenant's address and posted at the rental premises on _____

Signed in the City of _____, this ____ day of _____, 20____.

Signed: _____
Printed name: _____