

Instructions for preparing and serving a notice of termination of tenancy

Important: Proper preparation and delivery of this form is critical for a notice of termination of tenancy 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.

Is this notice appropriate?

1. Do not use this notice in the City of Seattle. If the leased premises are in the City of Seattle, contact a lawyer to prepare a proper notice in compliance with the Seattle “Just Cause Eviction Ordinance.”
2. Do not use this notice if the tenant occupies the premises pursuant to a “term” lease. This notice is designed for use at the end of a term lease or for month-to-month tenants who do not live in the City of Seattle.
3. This notice is sometimes referred to as a “twenty-day” notice of termination of tenancy. This is inaccurate. The notice must be delivered twenty days before the end of the month. Landlords in Washington may not require a tenant in compliance with the lease to vacate at any time other than the end of the month or lease term.

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 the date by when the tenant must vacate the premises. The termination date *must* be the end of the month or the end of the lease term. Do *not* require the tenant to vacate in the middle of the month or the notice will be unenforceable.
4. A landlord for property outside the City of Seattle need not state why the lease is terminated.
5. Include the address of the landlord or the party issuing the notice.

Serving the notice

1. The notice must be delivered to the tenant **at least** twenty (20) days before the termination date (twenty-one [21] days if the notice is not hand-delivered).
2. The notice must be hand-delivered to the tenant. Any party may hand-deliver the notice.
3. 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.
4. 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.

5. 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.
6. If a notice is mailed the compliance period is extended by one day. Deliver the notice twenty-one (21) days before the end of the month if the notice cannot be hand-delivered.
7. The day of service does not count when calculating the time within which the tenant must comply with the notice. However, the last day may not be on a Sunday or a holiday.

1
2 **NOTICE OF TERMINATION OF TENANCY**

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

4 **At:** _____
5 _____
6 _____

7 **YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT** your tenancy at the address set forth above is hereby terminated as set forth below, and that on said day you will be required to surrender the possession of said premises to the owner or its agent named below **on or before** _____.

8 **IF IN DEFAULT THEREOF**, proceedings will be commenced to dispossess you and to gain possession of the stated premises as provided by law.

9 The landlord hereby expressly reserves all rights and remedies regarding any and all other defaults under the Lease which are not set forth herein. Other action may be pending or taken against you.

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

11 **Termination date:** _____.

12 Issued this ____ day of _____, 20____.

13
14
15
16
17 Landlord/Agent: _____
18 Address: _____
19 _____
20 _____

21 **DECLARATION OF SERVICE**

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

- 23 [] personally served on the tenant on _____
24 [] mailed to the tenant's address and posted at the rental premises on _____

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

26 Signed: _____
27 Printed name: _____
28