

Instructions for preparing and serving a three-day notice to pay rent or vacate

Important: Proper preparation and delivery of this form is critical for a notice to pay rent 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. *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!*
4. Do not include late fees in a three-day notice unless there is a written lease that specifically provides for late fees as additional rent.
5. Late fees must be reasonable. If monthly late fees are more than 10% of the monthly rent they may not be enforceable.
6. Include the address where rent is to be paid on the notice.

Serving the notice

1. The notice must be hand-delivered to the tenant. Any party may hand-deliver the notice.
2. A notice should be delivered to each tenant.
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.
7. The day of service does not count when calculating the time within which the tenant must comply with the notice. Weekends do count. The last day to comply with a notice may not be on a Sunday or holiday.

1 **THREE DAY NOTICE TO PAY RENT**
2 **OR VACATE**

3 **To:** _____ and all other occupants
4 **At:** _____
5 _____
6 _____

7 **YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT** rent for the premises described above is now due and owing in the amounts set forth below:

8 Rent for the month of _____: _____
9 Previously unpaid rent: _____
10 Late fees: _____
11 NSF Check fees: _____
12 _____: _____
13 **TOTAL DUE AND OWING:** _____

14 You are required to pay the full amount owing to the owner or its agent named below within three (3) days of receipt of this notice, or, in the alternative, to vacate and surrender the premises.

15 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 court costs and attorney's fees in addition to the rent currently due in any suit instituted because of your default.

16 The landlord hereby expressly reserves all rights and remedies regarding any and all other defaults under the Lease /contract which are not set forth herein.

17 Dated this ____ day of _____, 20____.

18
19
20 Landlord/Agent: _____
21 Address: _____
22 _____
23 _____

24 **DECLARATION OF SERVICE**

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

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

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

Signed: _____
Printed name: _____