



I GAVE/RECEIVED A 20-DAY NOTICE

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Over the years we have noticed real confusion regarding the 20-Day Notice provision of the Landlord/Tenant Act. The confusion is in the minds of some landlords, most tenants, and quite a number of judges. As a result, it seems helpful to go over exactly what a 20-Day Notice is and what its effect is on the Landlord/Tenant relationship.

The Landlord/Tenant Act requires the delivery of a written notice, either from the tenant to the landlord, or visa versa, of the party's intent to terminate the Rental Agreement at the end of the agreement term. If 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. That means that 20-Day Notices given on the first of the month indicate an intention to leave on the last day of the month, not on the 21st day of the month.

In all cases where premises are rented for a specified time (lease), the tenancy shall be deemed terminated at the end of such specified time. This could be confusing, so a written 20-day notice of intention not to renew would be good insurance for either party to give to the other.

Likewise, the tenant is required to pay rent for the entire month despite the fact that he may be leaving early. This is true should the tenant 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 TO COLLECT DOUBLE RENT.

Also, should the landlord give a tenant a 3-Day Notice to Pay Rent or Quit, the tenant 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 tenant credit for any days which the premises were rented to someone else.

The fact that you give a tenant a 3-Day Notice to Pay Rent or Quit does not relieve him/her of the duty to pay back rent owing or rent through the end of the term should you be unable to rent the premises.

After all, the reason for the 3-Day Notice is that the tenant has violated his/her agreement. Sometimes this particular aspect of the law requires clarification to both judges and tenants, since especially tenants seem to feel that you have kicked them off the premises and therefore they should not be required to pay rent.

To avoid any confusion on the matter, the Landlord/Tenant Act, RCW 59.18.310, clearly sets forth the tenant's requirement to pay rent.

The fact that either the landlord or the tenant 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.