

# NOTICES

**THREE (3) DAY NOTICE TO PAY RENT OR VACATE**

\_\_\_\_\_  
 TENANT(s) Name; and  
 Any and All Other Subtenants/Occupants

\_\_\_\_\_  
 Leasehold Address

Dear \_\_\_\_\_:

The undersigned on behalf of your LANDLORD, \_\_\_\_\_, hereby gives you notice and requires you to quit and deliver up possession of those certain premises which you now occupy commonly known as \_\_\_\_\_, situated in the City of Spokane, County of Spokane, State of Washington on or before and not later than \_\_\_\_\_, 20\_\_\_\_ (three (3) days henceforth);

or

within three (3) days subsequent to the service of this notice upon you, pay the full rent due and owing to said owner/agent of \_\_\_\_\_ and \_\_\_/100 (\$\_\_\_\_\_) dollars for rental arrears (representing rent owed for \_\_\_\_\_) payable by cash, money order, or cashiers check only. Failure to either surrender the premise and place them in the lawful possession of the owner/agent or pay the full amount due and owing may cause commencement of an Unlawful Detainer action against you.

The consent of the LANDLORD in any instance to any variation of the terms of this lease, or the receipt of rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any covenant or condition herein contained, nor shall any waiver be claimed as to any provision of your lease unless the same be in writing, signed by the LANDLORD or the LANDLORD's authorized agent. Your LANDLORD's acceptance of rent is not a waiver of any preceding or existing breach other than failure of TENANT(s) to pay the particular rental so accepted. Partial payment will not prevent legal action against you. If your lease term has not expired, vacation of your tenancy will not relieve you of your remaining lease obligations including your obligation to pay future unaccrued rent. Your LANDLORD intends to enforce your lease agreement to the fullest extent allowed by law. **Intentional and/or malicious damage to a leasehold premises is punishable as a crime under RCW 9.A.**

The purpose of this correspondence is an attempt to collect a debt. Any information obtained will be used for debt collection purposes. This notice is issued pursuant to RCW 59.12.030(3).

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 LANDLORD/Agent

**TEN (10) DAY NOTICE TO PAY LEASE OBLIGATIONS OR VACATE**

\_\_\_\_\_  
 TENANT(s) Name; and  
 Any and All Other Subtenants/Occupants

\_\_\_\_\_  
 Leasehold Address

Dear \_\_\_\_\_:

The undersigned on behalf of your LANDLORD, \_\_\_\_\_, hereby gives you notice and requires you to quit and deliver up possession of those certain premises you now occupy commonly known as \_\_\_\_\_, situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Washington on or before, and not later than midnight \_\_\_\_\_, 20\_\_ (ten days henceforth);

**or**

within ten (10) days subsequent to the service of this notice upon you, pay the full lease obligation due and owing to said owner/agent of \_\_\_\_\_ and \_\_\_/100 dollars (\$\_\_\_\_\_) for unpaid lease obligations (representing \_\_\_\_\_) payable by cash, money order, or cashiers check only. Failure to either surrender the premises and place them in the lawful possession of the owner/agent or pay the full amount due and owing may cause the commencement of an Unlawful Detainer action against you.

The consent of the LANDLORD in any instance to any variation of the terms of this lease, or the receipt of rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any covenant or condition herein contained, nor shall any waiver be claimed as to any provision of your lease unless the same be in writing, signed by the LANDLORD or the LANDLORD's authorized agent. Your LANDLORD's acceptance of rent is not a waiver of any preceding or existing breach other than failure of TENANT(s) to pay the particular rental so accepted. If your lease term has not expired, vacation of your tenancy will not relieve you of your remaining lease obligations including your obligation to pay future unaccrued rent. Your LANDLORD intends to enforce your lease agreement to the fullest extent allowed by law. **Intentional and/or malicious damage to a leasehold premises is punishable as a crime under RCW 9.A.** The purpose of this correspondence is an attempt to collect a debt. Any information obtained will be used for debt collection purposes. This notice is issued pursuant to RCW 59.12.030(4).

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 LANDLORD/Agent

**TEN (10) DAY NOTICE TO COMPLY OR VACATE**

\_\_\_\_\_  
TENANT(s) Name; and  
Any and All Other Subtenants/Occupants

\_\_\_\_\_  
Leasehold Address

Dear \_\_\_\_\_:

The undersigned on behalf of your LANDLORD, \_\_\_\_\_, hereby gives you notice that you are in breach of your residential lease agreement dated \_\_\_\_\_ for the real property commonly known as \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of Washington. You are allegedly

\_\_\_\_\_  
This must stop. This notice is issued pursuant to RCW 59.12.030 and RCW 59.18 et seq.

Your Lease Agreement provides: \_\_\_\_\_

**YOU HAVE TEN (10) DAYS TO COMPLY WITH THE TERMS OF YOUR TENANT(S) OBLIGATIONS AND THIS NOTICE OR VACATE THE PREMISES WHICH YOU NOW OCCUPY. THIS NOTICE APPLIES TO YOU AND ANY OTHER PERSONS YOU MAY HAVE ALLOWED ON OR ABOUT THE PREMISES.**

The consent of the LANDLORD in any instance to any variation of the terms of this lease, or the receipt of rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any covenant or condition herein contained, nor shall any waiver be claimed as to any provision of your lease unless the same be in writing, signed by the LANDLORD or the LANDLORD's authorized agent. Your LANDLORD's acceptance of rent is not a waiver of any preceding or existing breach other than failure of TENANT(s) to pay the particular rental so accepted. If your lease term has not expired, vacation of your tenancy will not relieve you of your remaining lease obligations including your obligation to pay future unaccrued rent. Your LANDLORD intends to enforce your lease agreement to the fullest extent allowed by law. **Intentional and/or malicious damage to a leasehold premises is punishable as a crime under RCW 9.A.** This notice is issued pursuant to RCW 59.12.030(4).

**DATED** this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
LANDLORD/Agent

**TWENTY (20) DAY NOTICE OF TERMINATION OF TENANCY**

\_\_\_\_\_  
TENANT(s) Name; and  
Any and All Other Subtenants/Occupants

\_\_\_\_\_  
Leasehold Address

Dear \_\_\_\_\_:

The undersigned on behalf of your LANDLORD, \_\_\_\_\_, hereby gives you notice of the termination of your tenancy and requires you to quit and deliver up possession of those certain premises which you now occupy, commonly known as \_\_\_\_\_, situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Washington, on or before, and not later than midnight \_\_\_\_\_, 20\_\_\_\_.

Your failure to vacate the premises at the expiration of your lease term as stated herein will cause the commencement of an Unlawful Detainer action against you.

Your LANDLORD's acceptance of rent is not a waiver of any preceding or existing breach other than failure of TENANT(s) to pay the particular rental so accepted. If your lease term has not expired, vacation of your tenancy will not relieve you of your remaining lease obligations. Your LANDLORD intends to enforce your lease agreement to the fullest extent allowed by law. It is necessary for you to perform pursuant to the terms of your lease agreement, RCW 59.18.200, and 59.12.030(2). **Intentional and/or malicious damage to a leasehold premises is punishable as a crime under RCW 9.A.** This notice is issued pursuant to RCW 59.12.030(2) and RCW 59.18.200.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
LANDLORD/Agent

**THIRTY (30) DAY NOTICE TO CURE LEASE NON-COMPLIANCE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_ :

It has come to your landlord's attention that you have failed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

This failure is in violation of your lease and state law. Your noncompliance with your lease and/or statute can substantially affect the health and safety of you and your guests and can substantially increase the hazards of fire or accident. Within thirty (30) days after receipt of this Notice your landlord requires you to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

If you fail to cure the lease noncompliance within thirty (30) days, your Landlord may enter the dwelling unit and cause the work to be done and submit an itemized bill of the actual and reasonable cost of repair, to be payable on the next date when periodic rent is due, or on terms mutually agreed to by you and your landlord.

Your lease agreement at section \_\_\_\_\_ provides:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

RCW 59.18.130, Duties of Tenant, provides in part:

Each tenant shall pay the rental amount at such times and in such amounts as provided for in the rental agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations, and in addition shall:

- (1) Keep that part of the premises, which he or she occupies and uses, as clean and sanitary as the conditions of the premises permit;

(2) Properly dispose from his or her dwelling unit all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the tenant;

(4) Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his or her family, invitee, licensee, or any person acting under his or her control to do so. Violations may be prosecuted under chapter 9A.48 RCW if the destruction is intentional and malicious;

(5) Not permit a nuisance or common waste;

RCW 59.18.180, Tenant's failure to comply with statutory duties - Landlord to give tenant written notice of noncompliance - Landlord's remedies, provides in part:

“(1) If the tenant fails to comply with any portion of RCW 59.18.130 or 59.18.140, and such noncompliance can substantially affect the health and safety of the tenant or other tenants, or substantially increase the hazards of fire or accident that can be remedied by repair, replacement of a damaged item, or cleaning, the tenant shall comply within thirty days after written notice by the landlord specifying the noncompliance, or, in the case of emergency as promptly as conditions require. If the tenant fails to remedy the noncompliance within that period the landlord may enter the dwelling unit and cause the work to be done and submit an itemized bill of the actual and reasonable cost of repair, to be payable on the next date when periodic rent is due, or on terms mutually agreed to by the landlord and tenant, or immediately if the rental agreement has terminated.”

**YOU HAVE THIRTY (30) DAYS TO COMPLY WITH THE TERMS OF YOUR LEASE AGREEMENT AND/OR STATUTORY OBLIGATIONS AND CURE THE DEFAULTS DESCRIBED IN THIS NOTICE. ANY SUBSTANTIAL NONCOMPLIANCE WITH RCW 59.18.130 OR 59.18.140 SHALL CONSTITUTE GROUNDS FOR COMMENCING AN ACTION FOR UNLAWFUL DETAINER.**

The consent of the lessor in any instance to any variation of the terms of this lease, or the receipt of rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any covenant or condition herein contained, nor shall any waiver be claimed as to any provision of the lease unless the same be in writing, signed by the lessor or the lessor's authorized agent. Lessor's acceptance of rent is not a waiver of any preceding or existing breach other than failure of tenant to pay the particular rental so accepted. If your lease term has not expired, vacation of the tenancy will not relieve you of remaining lease obligations including an obligation to pay future unaccrued rent. Lessor intends to enforce your lease agreement to the fullest extent allowed by law. **Intentional and/or malicious damage to the leasehold premises is punishable as a crime under RCW 9.A.**

This notice applies to you and any other persons you may have allowed on or about the premises. This notice supersedes any previous notice issued to you relating to your tenancy. This notice is issued pursuant to RCW 59.18.180.

The purpose of this communication is an attempt to collect a debt. Any information obtained through this communication will be used for debt collection purposes.

Dated this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Landlord/Agent



**48 HOUR NOTICE OF INTENT TO ENTER AND INSPECT**

\_\_\_\_\_  
TENANT(s) Name; and  
Any and All Other Subtenants/Occupants

\_\_\_\_\_  
Leasehold Address

Dear \_\_\_\_\_:

The undersigned on behalf of your LANDLORD, \_\_\_\_\_, hereby gives you notice of intent to enter your leasehold premises you now occupy, commonly known as \_\_\_\_\_, situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Washington for the purpose of inspecting the premises, making necessary repairs, and/or exhibiting the dwelling unit to prospective or actual purchasers or TENANT(s). Inspection will be held on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

If you unreasonably refuse to allow your LANDLORD entry into your leasehold premises at the above referenced time and date, you will be in violation of RCW 59.18.150 and potentially subject to a fine of up to \$100.00 for each violation of said Statute. In addition, your failure to allow your LANDLORD entry into your leasehold premises at the above-referenced time and date after notice, may also subject you to attorney's fees and costs for violation of the aforementioned Statute.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
LANDLORD/Agent

**PROOF OF SERVICE**

\_\_\_\_\_  
Tenant Name

\_\_\_\_\_  
Title of Notice Served

\_\_\_\_\_  
Leasehold Address

I, the undersigned, being at least eighteen (18) years of age, declare under penalty of perjury pursuant to the laws of the State of Washington that I served a copy of the attached notice, of which this is a true copy, on the above-named tenant(s) in the manner indicated below on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*(date of service)*

\_\_\_\_\_ I **personally delivered** a true copy of the Notice to \_\_\_\_\_ the person(s) entitled thereto at his/her above addressed leasehold premises *(service on tenant named in lease)*

\_\_\_\_\_ I **personally delivered** a true copy of the Notice to a person of suitable age and discretion **and mailed** a copy of said notice by first class mail postage prepaid to the person entitled thereto at his/her above addressed leasehold premises. *(served on adult other than tenant named on lease and mailed)*

\_\_\_\_\_ I personally **posted** a true copy of this Notice in a conspicuous place of the above addressed residence/business **and mailed** a copy of said notice by first class mail postage prepaid, to the leasehold premises after **attempting to deliver** a copy to a person therein residing because the tenant or person of suitable age and discretion could not be found at the leasehold premises. *(posted and mailed, no one present at leasehold premises)*

\_\_\_\_\_ I personally **posted** a true copy of this Notice in a conspicuous place of the above addressed residence/business, **and delivered a copy to a person therein** residing, **and mailed** a copy of the notice by first class mail postage prepaid to the leasehold premises because the tenant or person of suitable age and discretion could not be found at the leasehold premises. *(posted, served on minor/or person lacking suitable discretion, and mailed)*

\_\_\_\_\_ I personally **posted** a true copy of this Notice in a conspicuous place of the above addressed residence/business, and **delivered a copy to a person of suitable age and discretion** because the **tenant could not be found** at the leasehold premises. *(posted and served on adult other than tenant)*

\_\_\_\_\_ I personally **mailed** a true copy of the Notice to tenant or person(s) entitled to the notice at the leasehold premises by **certified mail, return receipt requested**, postage prepaid. *(certified mail)*

\_\_\_\_\_ I personally **mailed** a true copy of this Notice to tenant or person(s) entitled to the notice at the leasehold premises by **first-class mail**, postage prepaid. *(first class mail)*

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Spokane Washington.

\_\_\_\_\_  
Signature

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