

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 9A.**

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 ____.

Landlord/Agent