

**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 substantial breach of material tenant duties and your residential lease agreement dated \_\_\_\_\_ for the real property commonly known as \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of Washington. You are allegedly engaging in acts or omissions constituting a substantial breach of material tenant duties as follows: (insert all known or available facts and circumstances/expand lines as necessary) \_\_\_\_\_

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Specific instances of your non-compliance include:

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**Date upon which breach must be remedied by:** \_\_\_\_\_, 20\_\_ (breach of tenant duties must be remedied within ten (10) days from issuance and delivery of this notice; provided an additional day for compliance shall be added to time to comply when this notice is not personally delivered and is served solely by posting and mailing). Your conduct is affecting the use and enjoyment of the premises, and causing an unreasonable interference with the use and enjoyment of the premises by others. This conduct constitutes nuisance/waste activity, health/safety issues, and a violation of your tenant duties. This must stop. This notice is issued pursuant to RCW 59.12.030 and RCW 59.18 et seq.

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

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Your House Rules provide: \_\_\_\_\_

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Your House Rules provide: \_\_\_\_\_

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RCW 59.18.130 provides:

“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;
- (3) Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by the landlord;
- (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;

- (6) Not engage in drug-related activity at the rental premises, or allow a subtenant, sublessee, resident, or anyone else to engage in drug-related activity at the rental premises with the knowledge or consent of the tenant. "Drug-related activity" means that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;
- (7) Maintain the smoke detection device in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke detection device, as required in RCW 43.44.110(3);
- (8) Not engage in any activity at the rental premises that is:
  - (a) Imminently hazardous to the physical safety of other persons on the premises; and
  - (b)(i) Entails physical assaults upon another person which result in an arrest; or
  - (ii) Entails the unlawful use of a firearm or other deadly weapon as defined in RCW 9A.04.110 which results in an arrest, including threatening another tenant or the landlord with a firearm or other deadly weapon under RCW 59.18.352. Nothing in this subsection (8) shall authorize the termination of tenancy and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon;
- (9) Not engage in any gang-related activity at the premises, as defined in RCW 59.18.030, or allow another to engage in such activity at the premises, that renders people in at least two or more dwelling units or residences insecure in life or the use of property or that injures or endangers the safety or health of people in at least two or more dwelling units or residences. In determining whether a tenant is engaged in gang-related activity, a court should consider the totality of the circumstances, including factors such as whether there have been a significant number of complaints to the landlord about the tenant's activities at the property, damages done by the tenant to the property, including the property of other tenants or neighbors, harassment or threats made by the tenant to other tenants or neighbors that have been reported to law enforcement agencies, any police incident reports involving the tenant, and the tenant's criminal history; and
- (10) Upon termination and vacation, restore the premises to their initial condition except for reasonable wear and tear or conditions caused by failure of the landlord to comply with his or her obligations under this chapter. The tenant shall not be charged for normal cleaning if he or she has paid a nonrefundable cleaning fee."

RCW 59.18\_\_\_\_ provides: \_\_\_\_\_

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**YOU HAVE TEN (10) DAYS TO COMPLY WITH THE TERMS OF YOUR TENANT OBLIGATIONS AND THIS NOTICE OR VACATE THE PREMISES WHICH YOU NOW OCCUPY. YOU MUST REMEDY YOUR BREACH OF TENANT DUTIES OR THE RENTAL AGREEMENT WILL END. YOUR LANDLORD MAY CHOOSE TO TERMINATE YOUR TENANCY AT THE END OF THE RENTAL TERM IF THERE ARE FOUR (4) VIOLATIONS WITHIN A 12-MONTH PERIOD PRECEDING THE END OF THE TERM. CORRECTING THE FOURTH OR SUBSEQUENT VIOLATION IS NOT A DEFENSE TO THE ENDING OF THE LEASE. 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.**

**State law provides you the right to legal representation and the court may be able to appoint a lawyer to represent you without cost to you if you are a qualifying low-income renter. If you believe you are a qualifying low-income renter and would like an attorney appointed to represent you, please contact the Eviction Defense Screening Line at 855-657-8387 or apply online at <https://nwjustice.org/apply-online>. For additional resources, call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m.-12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You may find additional information to help you at <http://www.washingtonlawhelp.org>. Free or low-cost mediation services to assist in nonpayment of rent disputes before any judicial proceedings occur are also available at dispute resolution centers throughout the state. You can find your nearest dispute resolution center at <https://www.resolutionwa.org>.**

**State law also provides you the right to receive interpreter services at court.**

This notice is issued pursuant to RCW 59.12.030(4) and RCW 59.18 et seq.

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

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LANDLORD/Agent