

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

(Financial Responsibility for Tenant Caused Damage)

RCW 59.18.180(1)

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

Leasehold Address

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 by repair, replacement of damaged item, or cleaning 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 provides: _____

_____.

Your Lease Agreement provides: _____

Your Lease Agreement provides: _____

Your House Rules provide: _____

Your House Rules provide: _____

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 59.18.180 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.

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 is issued pursuant to RCW 59.18.180.

Dated this the ____ day of _____, 20____.

LANDLORD/Agent