

## TEN DAY NOTICE TO COMPLY

This notice is primarily used when you have a LEASE tenant or if the property is located INSIDE the Seattle City Limits where they have a "Just Cause Eviction" Ordinance. You can use it on a month to month tenancy. However, as you do have the 20 day to terminate without cause most people do not use this notice to evict a month-to-month tenant.

When issuing a 10 Day to Comply you must quote the paragraph of the rental/lease agreement or the Rule that is being violated. This has a double use, one it makes the tenant aware of what portion of their agreement they are violating and it also gives the Court something to review and get an outline of the problem if the case went to an eviction. After you have quoted the paragraph or rule, then outline what the tenant is doing WRONG. Try to keep this factual and include dates and times if at all possible. Avoid being too vague. Remember, that if the tenant fails to comply, your next step would be to proceed to an eviction based on the notice, so you want to be able to substantiate what you claim the tenant is doing wrong. If you are too vague or too petty it will be hard to uphold your notice in court. Always try to have documented proof and preferably one or two "tenant witnesses" who would be willing to come to court if necessary to back up your position.

No two people have the same outlook on things and it is certainly not as easy to prove a violation as it is to prove non-payment of rent. However, it can be done, as long as you are factual in what you claim is the violation, and you can back up your claim with additional proof other than your own personal opinion.

When issuing a Notice to Comply to a lease tenant, Seattle City Limit tenant or Section 8 (HUD) or subsidized tenant, be careful about serving the notice correctly as you could end up in court on an eviction in any of these situations. If you are just issuing the notice as a bluff or as a business record, how it is served is not so critical.

How does taking rent affect a Notice to Comply? Taking rent after you issue the notice would invalidate it. Taking rent knowing you have an ongoing violation problem could be construed as "waiver". If you did take the rent knowing you had the problem you can issue the notice, but do not proceed to evict from it, wait until the next month, refuse the rent and issue the notice at the very beginning of the month.

LTS and our attorneys handle numerous cases based on Notices to Comply. If the notice is correct, service is valid and you can back up what you are stating the tenant is doing wrong, there is usually not too much of a problem. However, they are not so basic as a non-payment of rent situation and do have to be reviewed carefully before proceeding with an eviction. This information and the notices and suggestions were provided to us by our attorneys and we pass it along to you in the hope that it will be of assistance to you.

WORK SHEET:

1. Is the tenancy a LEASE or inside the SEATTLE CITY LIMITS. Yes [ ] No [ ]  
(If YES then check #2 - If NO then the notice probably is a bluff or for record keeping purposes only)
2. Did you accept rent this month, KNOWING you had this violation? Yes [ ]  
No [ ] (If YES then you could have a "waiver situation" - so just do your notice as a "bluff" then WAIT until the 1st of next month, DO NOT TAKE RENT and reissue the notice ) (If NO then proceed to #3)

HUD (Section 8 tenancy) Have you returned the portion you received from HUD? And not accepted the rent due from the tenant? Accepting the HUD portion would invalidate the notice just the same as accepting the tenant's portion of the rent.

3. Check the rental/lease agreement and locate the paragraph or rule that is being violated. Repeat this in the first section of your Exhibit "A".  
[If you do not have a rental/lease agreement, then you cannot issue a Notice to Comply]
4. Outline the violation, including any specific dates and times that might apply. Put this into the second section of Exhibit "A"
5. If the notices is based on any type of disturbance, have you lined up at least one, and preferably two tenant witnesses who would come to court with you if necessary?
6. Have you included any applicable Police Report Case Numbers?
7. Have you named all the tenants in the unit on the notice?
8. Do you have the complete street address, including Unit #, Town, Zip Code etc., on your notice?
9. If this is a notice that you intend to proceed into an eviction if necessary, make sure you serve the notice correctly. It will be the first step in the eviction process.
10. If this is just a "bluff" or record keeping notice, how it is served is not critical as you would not proceed to an eviction from this type of notice.

SAMPLE NOTICE

TO: JOHN BLAKE  
12345 SO. 128TH #G-102  
ANYPLACE, WA. 980000000 COUNTY: OURS

NOTICE TO COMPLY WITH RENTAL  
AGREEMENT/LEASE CONTRACT

YOU ARE HEREBY NOTIFIED that you have failed to perform the following  
condition(s) or covenants(s) in your rental agreement/lease agreement:

See Exhibit "A" attached hereto and incorporated by reference.

YOU ARE REQUIRED to comply with the terms of your rental agreement/lease  
and/or Rules and Regulations in regards to your tenancy that apply to the attached  
violations or in the ALTERNATIVE to surrender said premises to the  
undersigned owner, or his agents, set forth below, within ten (10) days after  
service of this notice upon you.

IN THE EVENT of your failure to do so within said period, you will be guilty  
of unlawful detainer and subject to eviction as provided by law.

Dated at: ANYPLACE, WA. ON 6/1/2000

COMPLEX: FAULTY TOWERS                      AGENT: J.P.SMYTHE & ASSOCIATES

Address:    12345 So. 128th                      See complex

Anyplace, Wa. 9800000

NOTICE TO COMPLY (RCW 59.12.030(4))

6504(d)

SAMPLE EXHIBIT "A"

EXHIBIT "A"

1. You are in violation of Paragraph #7.G of your Rental Agreement/Lease and/or Rule #NA, of the Rules and Regulations, which states:

THE RESIDENT, for himself and his heirs, executors and administrators, agrees as follows:

7.

(g) Not to permit a nuisance or common waste.

PET AGREEMENT: Pet must be kept in the apartments, on a leash or carried at all times. The Pet will not be allowed to run loose on the grounds or other common areas.

2. Your violation is as follows:

Management has received numerous complaints regarding the following:

On 5/08/00 at 8:30pm - Stereo blasting.

On 5/09/00 at 6:00pm - Your dog bit a small child from another unit on the complex.

On 5/14/00 at 11:30pm - Stereo blasting; also your dog was seen running around loose in the grounds all day.

On 5/22/00 at 12:00am - Stereo blasting again after having been told to turn it down just one half hour previously.

On 5/24/00 afternoon - Yelling and screaming coming from your unit; police were called and an arrest was made for aggravated assault.

On 5/31/00 - A complaint was received from a neighbor regarding loud arguing coming from your unit the night before.

This behavior is disturbing to other tenants and interferes with their right to the quiet enjoyment of their respective units and the complex in general, and must cease immediately.

