

# **Evictions about rent**

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If your landlord claims you owe rent, they may start an eviction process but must follow certain steps, including giving you a 14 Day (or in some cases 30 Day) Notice to Pay Rent or Vacate. Read this guide to understand evictions about rent in most residential tenant situations.

If you own your home and rent lot space in a mobile home park, read about [evictions from mobile home parks](#). The rules about eviction notices are different in mobile home parks.

## **1. Behind on rent?**

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If you rent the place where you live (dwelling), landlords may try to end your tenancy if you do not pay rent on time.

“Rent” includes any amount you pay regularly, such as monthly charges like utilities, storage fees, or payments on an installment plan. “Rent” does not include nonrecurring charges, like damages, late fees, or deposits. You can read the definition of “rent” at [RCW 59.18.030\(29\)](#)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.030>).

Landlords must first give you a notice (sometimes called an “eviction notice” or “termination notice”) saying how much you owe in rent. Your landlord must then give you a certain amount of time (at least **14 days**) to pay the balance owed in rent or to move out (vacate).

Generally, landlords in Washington must give you a 14-Day Notice to Pay Rent or Vacate ([https://agportal-](https://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Another/Safeguarding_Consumers/14%20Day%20%20plain%20language_FINAL_5_19%20%28002%29.pdf)

[s3bucket.s3.amazonaws.com/uploadedfiles/Another/Safeguarding\\_Consumers/14%20Day%20%20plain%20language\\_FINAL\\_5\\_19%20%28002%29.pdf](https://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Another/Safeguarding_Consumers/14%20Day%20%20plain%20language_FINAL_5_19%20%28002%29.pdf)) that looks similar to

the notice in Washington’s Residential-Landlord Tenant Act at RCW 59.18.057 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.057>). Washington’s

Attorney General has 12 translations of the 14-Day Notice to Pay or Vacate (<https://www.atg.wa.gov/landlord-tenant>). The notice must inform you of certain tenant rights.

The 14-Day Notice is a warning from your landlord. If you do not pay the amount owed by the notice deadline, your landlord may start the court eviction process (called an “Unlawful Detainer Action”) and serve you with court papers called a Summons and Complaint. Landlords cannot remove you from the rental or lock you out without a court order signed by a judge.

## 2. 30-Day Notice to Pay sometimes required

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If you live in a rental property with a federal subsidy or if the house you’re renting has a federally-backed mortgage, your landlord should give you a **30-**

**Day Notice** to Pay or Vacate instead of a 14-Day Notice if they claim you owe rent before starting the court eviction process.

Starting in 2020, a federal law called the CARES Act requires landlords renting to tenants with federal subsidies or in homes with federally-backed mortgages to give tenants a 30-Day Pay or Vacate Notice before starting the court eviction process.

Some examples of the kinds of places that are covered by the CARES Act ([https://uscode.house.gov/view.xhtml?req=\(title:15%20section:9058%20edition:prelim\)\)](https://uscode.house.gov/view.xhtml?req=(title:15%20section:9058%20edition:prelim))) :

- Public housing
- Low-Income Tax Credit Housing
- Section 515 Rural Development housing
- Rental homes with a federally-backed mortgage
- Project-based Section 8 housing or other HUD-subsidized multi-family housing
- Rentals where the tenant has a Section 8 Housing Choice Voucher or VASH voucher
- Many transitional housing programs for survivors of violence, sexual assault, or stalking

If you live in subsidized housing, have a voucher that helps pay your rent, or live in a house that may have a federally-backed mortgage, try to talk to a lawyer right away if you receive any kind of eviction or termination notice for nonpayment of rent.

As of January 13, 2025, the Department of Housing and Urban Development (HUD) requires specific information on notices to terminate a lease for

nonpayment of rent under 89 Fed. Reg. 101270 (<https://www.govinfo.gov/app/details/FR-2024-12-13/2024-28861>), including itemized amounts, instructions on recertification and hardship exemptions, etc. These rules apply to public housing agencies (PHAs) and owners of properties receiving project-based rental assistance (PBRA).

If you live in public housing or other subsidized housing, try to talk to a lawyer right away if you receive any kind of eviction or termination notice for nonpayment of rent.

### 3. Evictions about non-rent charges

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Your landlord cannot evict you for not paying fees, damages, or other charges that are not rent. “Rent” has a specific meaning under Washington’s Residential-Landlord Tenant Act (RLTA) under RCW 59.18.030 (29) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.030>).

“Rent” only includes recurring and periodic charges that are included in the rental agreement. Rent includes rent payments that are due every month (or another regular time period, like every 3 months).

Rent may also include utility payments if you are responsible for them and you pay them to your landlord on a regular schedule (like every month or every 2 months).

If you and your landlord have agreed to an installment payment plan for your security deposit before you moved in and you pay a portion of the deposit every month, that may also be considered “rent.”

However, if you agreed in writing to pay a monthly fee instead of a security deposit (sometimes called a “**monthly deposit waiver fee**” and is different than a payment plan for a deposit), then your landlord cannot evict you for not paying the monthly deposit waiver fee. These monthly deposit waiver fees are defined in RCW 59.18.670

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.670>) and are different than payment plans (paying move-in costs like deposits over time).

**Rent does not include:**

- Late fees
- Deposits (that are not part of a payment plan)
- “Monthly deposit waiver fees”
- Money owed for damage to the rental unit or for repairs
- Any other non-regular fees, like attorney fees, pet fees, cleaning fees, fine, penalty
- Administrative (service) charges for delivering notices

A 14-Day Notice to Pay Rent or Vacate can only include “rent” charges that your landlord claims you owe.

Your landlord may try to collect these fees or damages later (for example, through a collection agency or through small claims court), but they cannot evict you for not paying them.

If you make a payment after receiving a 14-Day Notice, your landlord must apply the payment towards the rent you owe, before applying it to any other money you owe (such as late fees). You can read this law at RCW 59.18.283(1) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.283>).

If your landlord includes other “non-rent” charges in a 14-Day Notice to Pay Rent or Vacate, the notice may be partially or wholly invalid and you may have a defense to an eviction lawsuit if your landlord files one against you. Try to get legal help if the charges in the notice seem wrong or are not rent.

## 4. I disagree I owe rent

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Write to your landlord to challenge (dispute) the debt owed. If you have proof of prior payments (e.g., money order slip, receipt, copy of personal check), you should attach a copy. Keep a copy of your dispute (challenge) letter, including proof of delivery.

Write to request a copy of your tenant ledger. Landlords must apply any payment towards rent first before other late payments, damages, legal costs, or other fees, including attorneys’ fees. You can read this in the law at RCW 59.18.283(1) (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.283>). If your landlord misapplied your past payments, write to clarify.

**For example:** You pay March rent late and owe your landlord a \$75 late fee. Then you pay rent for April on time. Your landlord must apply that payment to April’s rent and not to the late fee owed for March. Your landlord cannot first apply your payment to the late fee, then to rent, and then claim you owe a \$75 late fee for April.

You can try to negotiate with your landlord about how much you owe and possibly set up a payment plan to pay back rent that you owe.

You may consider voluntary mediation with a Dispute Resolution Center (<https://www.resolutionwa.org/locations>).

If you are living in a subsidized public housing program with HUD, landlords are encouraged to enter into payment plans.

By the time your landlord gives you a **14-day or 30-day Notice to Pay or Vacate**, they may be unwilling to negotiate and plan to start the court eviction process if you do not pay all the rent they claim you owe.

In some cases, you may try negotiating a move out date to an eviction case filing and eviction record. If you reach an agreement to move out to avoid an eviction, get the agreement signed and dated in writing.

You may also look into whether rent assistance is available in your area. Rent assistance varies by county and is not always available. You can try calling 211 or visiting Washington 211 (<https://wa211.org/>) to find help in your area.

## 5. Do I have to move?

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### Can my landlord force me out by giving me an eviction notice?

No. Washington law requires landlords to follow a court eviction process (called an “Unlawful Detainer Action”) to evict a tenant (force a tenant to move). The first step in the process is delivering a termination or eviction notice. Your landlord also cannot lock you out or shut off your utilities to try to force you to move.

After the deadline on the notice expires, your landlord may then file an eviction lawsuit against you. You should then receive court eviction papers (called a Summons and Complaint), which you must respond by the deadline on the Summons.

Renters with low incomes may be appointed a free lawyer before a court may proceed with an eviction. If you receive a Summons and Complaint, call our **Eviction Defense Screening line** at **1-855-657-8387** or apply online (<https://nwjustice.org/apply-online>) to find out if you qualify.

After you respond, you should have an opportunity to go to an eviction court hearing in front of a judge. Only if the judge signs an order to evict you and the sheriff posts the eviction order on your door can you be forced to move.

## 6. Notice delivery requirements

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### Does the eviction notice have to be delivered in a certain way?

Yes. Your landlord must either (1) personally serve, or (2) post **and** send you a written eviction or termination notice by certified mail.

Your landlord (or their employee or agent) can “**personally serve**” you at your home by handing you the notice.

Your landlord can also hand it to another adult or older teenager living with you. If your landlord hands it to someone else who lives with you, they must also send you a copy of the notice by certified mail.

If your landlord repeatedly tries to give the notice to you or someone you live with but fails, then your landlord may post the notice on your door. If the notice is posted to the door or somewhere obvious (e.g., on the gate), your landlord must also send you a copy of the notice by certified mail.

Eviction notices do not have to be notarized or printed on special court papers. Your landlord may type or even hand write it.

**Termination notices or eviction notices sent by text message, voicemail, email, or verbally are not proper notices under RCW 59.18.**

If your landlord does not deliver the eviction notice to you properly, you may have a defense to an eviction case if your landlord files one against you.

If you are personally served, your landlord may file an eviction lawsuit on the day after the deadline on the notice. If your landlord delivers the notice by mail, then they must wait 5 additional days before starting an eviction lawsuit against you.

Try to talk to a lawyer right away if your landlord sends threats to evict you or gives you a termination notice.

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**WashingtonLawHelp.org** gives general information. It is not legal advice. Find organizations that provide free legal help on our [Get legal help](#) page.