

Eviction notices

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Landlords must have a good (legal) reason to end a tenancy or evict a tenant. Read this guide to learn about the legal reasons a landlord can end a tenancy or evict someone, what kind of written notice they must give to start the process, and how you can respond if you get an eviction or termination notice.

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

1. Legal reasons to evict

Landlords must give a “good” (legal) reason to end most tenancies

If you rent a place to live, landlords generally must have a “good” (legal) reason to end a tenancy or evict a tenant. You can read the list of legal causes or reasons at [RCW 59.18.650\(2\)](#)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

This guide explains what the Residential Landlord Tenant Act (RLTA) says is a “good” reason, what kind of notice you should receive and how you can respond to the notice if you get one.

The causes and notices described in this guide apply to most residential tenants in Washington who are covered by Washington's Residential Landlord-Tenant Act.

If you own your home but rent space in a mobile home park, read our guide for mobile home tenants.

If you live in subsidized housing, read our guide to evictions from subsidized housing.

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.

If you are in the middle of a fixed term lease that has not ended, and your landlord wants you to leave before the end of the term, your landlord must give you a properly delivered advance written notice with one of the legal reasons listed in RCW 59.18.650(2) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>). If you are month-to-month tenant, your landlord must give you a properly delivered advance

written notice with one of the legal reasons listed in RCW 59.18.650(2)
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

When a landlord does not have to give a reason to end a tenancy

There are some situations when your landlord does not have to give you a good reason to end your tenancy. But your landlord must still give you a properly delivered advance written notice.

If you and your landlord share a home or access to a common kitchen or bathroom, your landlord must give you at least **20-days notice** in writing. You can read law about this at RCW 59.18.650(2)(i)
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If you have a fixed term between 6 and 12 months, and you have not renewed it (this is your first lease with your landlord), your landlord must give you at least **60-days advance notice** before not renewing your lease. You can read the law about this at RCW 59.18.650(1)
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If you have a fixed term between 6 and 12 months, and you have renewed it, but you've never become a month-to-month tenant, your landlord must give you at least **60-days advance notice** before not renewing your lease again. You can read law about this at RCW 59.18.650(1)
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

Legal reasons to evict or end a tenancy under RCW 59.18.650

RCW 59.18.650 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>) lists the causes that a landlord can give to evict a tenant or end a month-to-month or other periodic tenancy.

The legal reasons are:

- **Nonpayment of rent.** If you fall behind on rent, your landlord may give you a 14-Day Pay or Vacate Notice or in some cases, a 30-Day Pay or Vacate Notice.
- **Lease violation.** If your landlord believes you have broken ("violated") an important term or rule in your lease, they may give you a 10-Day Comply or Vacate Notice.
- **Repeated lease violations.** If you received four or more written "10-Day" notices in the last 12 months (not calendar year), your landlord may give you a 60-Day Notice.
- **Crime, nuisance, or waste.** If your landlord believes you have committed crimes on the property or have repeatedly or substantially interfered with your neighbors' or landlord's right to use and enjoy their own homes, your landlord may give you a 3-Day Notice to Quit.
- **Landlord or their family wants to move in.** If your landlord or their immediate family member wants to move into your rental unit, your landlord may give you a 90-Day Notice.
- **Landlord wants to sell.** If your landlord wants to sell your unit, they may give you a 90-Day Notice.
- **Condo conversion.** A landlord who plans to make your rental unit a condominium may give you a 120-Day Notice.
- **Demolition or Renovation.** A landlord who plans to knock down (demolish) or renovate the home may give you a 120-Day Notice.

- **Shared space.** If you and your landlord share a dwelling unit, kitchen or bathroom, your landlord must give you a 20-Day Notice before the end of your rental term.
- **False information on your application.** If you intentionally lied on your rental application about something important, your landlord may give you a 30-Day Notice.
- **Landlord's business or economic reasons.** If your landlord has a "business or economic reason" to no longer rent the place to you, your landlord may give you a 60-Day Notice.
- **Sex offender.** If you did not disclose that you must register as a sex offender on your rental application, your landlord may give you a 60-Day Notice.
- **Harassment.** If your landlord believes you have made unwanted sexual advances or sexually harassed the property owner, a manager, or another tenant, in violation of the lease, your landlord can give you a 20-Day Notice. Your landlord may also give you this type of notice if your landlord believes you have harassed your landlord, an employee, or another tenant because of their race, gender or other protected status.
- **Not on the lease.** If you are living in the rental for at least 6 months without being on the lease and the person on the lease moves out, your landlord must give you a 30-Day Notice asking you to submit a rental application or move out. If you don't do either thing within **30 days**, your landlord can try to evict you.

If your landlord gives you a notice stating they want to move in, have their family member move in, convert the unit to a condo, or renovate the place, and then they actually do not do these things, you may be able to sue for wrongful eviction or termination.

2. Notice delivery requirements

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.

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.

After the time period on the notice passes

An eviction notice, termination notice, or a notice to vacate is a warning from your landlord. If you are still living in the place past the last day of the time period on the notice, 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. Try to get legal help if you get eviction court papers.

3. 3-Day Notice to Quit

Your landlord may give you a 3-Day Notice to Quit if they think you have created a **waste, nuisance**, or committed or allowed **unlawful activity** on the premises.

A landlord may also give a tenant a 3-Day Notice to Quit if they think the tenant has allowed **“substantial or repeated and unreasonable interference with the use and enjoyment of the premises”** by the landlord or other neighboring renters.

The terms “**waste**,” “**nuisance**,” and “**unreasonable interference**” are found in RCW 59.18.650(2)(c)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>) and can sometimes be difficult to define.

A 3-Day Notice to Quit is different than other eviction notices because it does not offer a chance to stop doing the problematic behavior but instead just demands that you “quit” (leave) the premises within 3 days or face an eviction lawsuit.

Sometimes, a landlord will give a 3-Day Notice to Quit that claims the tenant caused a waste, nuisance, or unlawful activity, but will not state specific facts about what the tenant did or give specific dates and times. Lawyers may argue that notices that do not describe the activity with enough specific detail are improper because they are vague.

If you get a 3-Day Notice to Quit, try to get legal help right away.

Evictions about waste and nuisance

The legal term “waste” is different than the everyday usage of the word. A landlord may try to evict a tenant for “waste” if the tenant significantly damages the property or the property value. It could be serious damage caused by neglect.

The legal term “nuisance” is also different than the everyday usage of the word. A “nuisance” is something that unreasonably and substantially interferes with someone else’s ability to use and enjoy their own rental unit or the common areas. A nuisance could also be something that seriously harms

the property.

Some examples of “waste” or “nuisance” could be extreme and permanent property damage, very strong and offensive odors, or leaving lots of garbage or debris around the property.

Generally, behaviors that are just annoying, inconvenient, or unliked by the landlord or neighboring renters are not serious enough to meet the legal definition of “waste” or “nuisance,” especially if the tenant can stop doing the behavior or fix the problem.

Some landlords give 3-Day Notice to Quit for noise violations, claiming that the noise is a nuisance. Generally, being noisy is not serious enough to qualify as a “nuisance,” and the tenant should be given an opportunity to stop making the noises and not be evicted.

Damage or wear from ordinary use of the premises should not qualify as a “waste” or “nuisance.” If you are doing something that violates the lease (for example, smoking in a no smoking building), your landlord should probably give you a 10-Day Notice to Comply or Vacate and give you 10 days to stop doing the behavior or fix the problem.

Lawyers may argue that a 3-Day Notice to Quit is improper if the activity is not serious or is easily fixable or cleanable.

Evictions about unlawful activity

Landlords may give a 3-Day Notice to Quit to a tenant who they think did something illegal on the property or allowed a guest or household member to commit a crime on the property. It could be selling drugs, having stolen

property, or physically hurting someone. Landlords should not give a 3-Day Notice to Quit for activities that occur elsewhere (not at the rental property).

Your landlord may give you a 3-Day Notice to Quit because of someone else's unlawful activity on the property, such as a family member or guest.

If you are a victim of violence, stalking, harassment, or assault, you may have a defense to an eviction lawsuit if the landlord brings one. You also may be able to move out early or change the locks.

If you get a 3-Day Notice to Quit, try to get legal help right away.

You can read the law about this notice at RCW 59.18.650(2)(c)
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

After the time period on the notice passes

An eviction notice, termination notice, or a notice to vacate is a warning from your landlord. If you are still living in the place past the last day of the time period on the notice, 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. Try to get legal help if you get eviction court papers.

4. 10-Day Notice to Comply

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

Your landlord may give you a 10-Day Notice to Comply or Vacate if they think you have broken an important rule or requirement in your lease.

A 10-Day Notice to Comply or Vacate should not be vague. The Notice should give you specific facts about what you did or did not do, with dates and times. The Notice should also state which term or rule in the lease that you allegedly broke, so you know how to comply.

After you receive a 10-Day Notice to Comply or Vacate, you then have 10 days to comply with the rules in your lease and stop breaking the rule or fix the problem.

You may also decide to “vacate” and move out before the end of the 10 days, but then you may owe rent and other costs for breaking your lease.

If do not move out and your landlord does not think you have complied within 10 Days, they may start an [eviction lawsuit](#) against you.

Common example of lease violations that lead to a 10-Day Notice to Comply or Vacate include making loud noises, unauthorized occupants, or smoking in a non-smoking building.

If you do not think you are violating the rule in the 10-Day Notice to Comply, you can respond in writing to the landlord within the 10-Days, stating that are

complying. Keep a copy of your dispute letter to the landlord. Then try to get legal help (<https://wlh.netlify.app/get-legal-help>)

RCW 59.18.650(2)(b) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>) states that 10-Day Notices may be given after a “substantial breach” of a “material term” of the lease or a “material program requirement” of subsidized housing. The words “substantial” and “material” in this law mean that if you get a 10-Day Notice for a minor or small violation, the notice may be improper. Try to get legal help if you think you have not substantially violated the lease.

If you have a disability that has affected your ability to follow all the terms of your lease, you may ask for a reasonable accommodation.

After the time period on the notice passes

An eviction notice, termination notice, or a notice to vacate is a warning from your landlord. If you are still living in the place past the last day of the time period on the notice, 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. Try to get legal help if you get eviction court papers.

5. 14-Day Notice to Pay

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

If your landlord thinks that you owe rent, your landlord may give you a 14-Day Notice to Pay Rent or Vacate. Read our [guide to evictions about rent](#) to learn more.

6. 20-Day Notice

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

Your landlord should give you a 20-Day Notice only in certain situations.

Sharing dwelling unit, kitchen, or bathroom

If you and your landlord share a dwelling unit (house or apartment) or share a kitchen or bathroom, your landlord should give you a 20-Day Notice to Terminate if they want you to move out.

If you share a dwelling unit or kitchen or bathroom with your landlord, your landlord does not need to give you a reason for ending your tenancy, but they do have to give you a 20-Day Notice before the date your lease term ends or the end of the rental period (usually the end of the month).

You can read the law about this notice at [RCW 59.18.650\(2\)\(i\)](#)
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

Harassment

If your landlord believes you have made unwanted sexual advances or sexually harassed the property owner, a manager, or another tenant, in violation of your lease, they may give you a 20-Day Notice to Terminate your tenancy before the end of your lease term or rental period.

If your landlord believes you have harassed your landlord, an employee, or another tenant on the basis of race, gender or another protected status, they may give you a 20-Day Notice to Terminate your tenancy before the end of your lease term or rental period.

If your landlord believes you have made unwanted sexual advances or harassed your landlord, employee, or another tenant, they must provide you the reason in writing with enough information about the claims (allegations) to defend yourself.

You can read the law about this notice at [RCW 59.18.650\(2\)\(p\)](#)
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

After the time period on the notice passes

An eviction notice, termination notice, or a notice to vacate is a warning from your landlord. If you are still living in the place past the last day of the time period on the notice, 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. Try to get legal help if you get eviction court papers.

7. 30-Day Notice

If you own your home and rent lot space in a mobile / manufactured home park, read evictions from mobile home parks. The rules about eviction notices are different in mobile home parks.

Your landlord may give you a 30-Day Notice in certain situations.

If your landlord finds out that **you lied or intentionally left important information out of your rental application**, your landlord may give you a 30-Day Notice to Terminate under RCW 59.18.650(l) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If your rental unit or building is officially declared uninhabitable (condemned) by a government agency, your landlord may give you a 30-Day Notice. Sometimes, a government agency may condemn a place and give people fewer than 30 days to move out or face civil or criminal penalties. In that case,

a landlord may give even less than 30 days notice to you. You can read the law about this at RCW 59.18.650(2)(h) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If you have a fixed term rental agreement that does not automatically renew or convert to a month-to-month tenancy, **your landlord may offer you a new lease with reasonable terms at least 30 days before the end of your fixed term.** If you do not sign the new lease, and do not move out, your landlord may start an eviction lawsuit if you stay past the end of your fixed term. Offering the new lease at least 30 days before your fixed term expires is like giving you a 30-Day Notice. You can read the law about this at RCW 59.18.650(2)(k) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If you are living in a place with someone but are not listed on the lease, and the renter listed on the lease moves out, the landlord may give you a 30-Day Notice and ask you to fill out a rental application to continue renting there. If you do not fill out the application, or the landlord denies your application, but you continue living there past the 30 Days, your landlord may start an eviction lawsuit against you. You can read the law about this at RCW 59.18.650(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

(If you are living in transitional housing, the program may give you a 30-Day Notice to Vacate if the program ended, you no longer qualify for the program, or you have completed a required training. You can read the law about this at RCW 59.18.650(2)(j) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

8. 60-Day Notice

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

Your landlord may give you a 60-Day Notice in certain situations.

If your landlord has a good “**business or economic reason**” to no longer rent the place, your landlord may give you a 60-Day Notice to Terminate your tenancy. You can read the law about this at [RCW 59.18.650\(2\)\(m\)](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If you get **4 or more written** [10-Day Comply or Vacate notices](#) within a 12 month period for breaking important terms of the rental agreement, your landlord may give you a 60-Day Notice to Terminate your tenancy. The 4 notices all must be about different incidents. Each of the notices must specifically state what you did to violate the lease, must give you **10 days** to fix the problem. You can read the law about this at [RCW 59.18.650\(2\)\(n\)](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If you are in your **first written rental agreement for a 6 to 12 month term**, and your landlord doesn’t want to renew the agreement once it expires, your landlord may give you a 60-day written notice before the agreement expires. You can read the law about this at [RCW 59.18.650\(1\)\(b\)](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If you’ve had a **written rental agreement for 6 to 12 month terms** one after the other, and you have never been a month-to-month tenant, your landlord

may give you a 60-day written notice if your landlord doesn't want to renew the agreement again. You can read the law about this at RCW 59.18.650(1)(c) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If you have to register as a sex offender while you are renting, your landlord may give you a 60-Day Notice to Terminate your tenancy. If you didn't tell your landlord that you have to register as a sex offender when you applied for the rental, and your landlord finds out you have to register, your landlord may give you a 60-Day Notice to Terminate your tenancy. You can read the law about this at RCW 59.18.650(2)(o) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

After the time period on the notice passes

An eviction notice, termination notice, or a notice to vacate is a warning from your landlord. If you are still living in the place past the last day of the time period on the notice, 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. Try to get legal help if you get eviction court papers.

9. 90-Day Notice

If you own your home and rent lot space in a mobile / manufactured home park, read evictions from mobile home parks.

The rules about eviction notices are different in mobile home parks.

Your landlord may give you a 90-Day Notice in certain situations.

If your landlord wants to move into the place (or have an immediate family member move in), your landlord may give you a 90-Day Notice to Terminate your tenancy. There must be no similar vacant units in the same building. You can read the law about this at [RCW 59.18.650\(2\)\(d\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If your landlord gives you a notice stating they want to move in or have their family member move in, and then they actually do not do these things, you may be able to sue for wrongful eviction or termination.

If you are renting a single family residence and your landlord wants to sell the place, your landlord may give you a 90-Day Notice to Terminate your tenancy. You can read the law about this at [RCW 59.18.650\(2\)\(e\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If your landlord ends the tenancy with this type of notice but then does not make reasonable attempts to sell the property and does not actually sell it, you may be able to sue for wrongful eviction or termination.

After the time period on the notice passes

An eviction notice, termination notice, or a notice to vacate is a warning from your landlord. If you are still living in the place past the last day of the time period on the notice, 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. Try to get legal help if you get eviction court papers.

10. 120-Day Notice

If you own your home and rent lot space in a mobile / manufactured home park, read evictions from mobile home parks. The rules about eviction notices are different in mobile home parks.

Your landlord may give you a 120-Day Notice in certain situations.

If your landlord wants to substantially remodel, do structural repair, or tear down (demolish) the unit, your landlord may give you a 120-Day Notice to Terminate your tenancy. You can read the law about this at RCW 59.18.650(2)(f) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If your landlord ends your tenancy with this type of notice, but then does not remodel, repair, or demolish the place, you may be able to sue for wrongful eviction or termination.

If your landlord wants to convert the unit into a condominium, your landlord may give you a 120-Day Notice to Terminate your tenancy. You can read the law about this at RCW 59.18.650(2)(g)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If your landlord ends the tenancy with this type of notice, but then does not convert the place into a condo, you may be able to sue for wrongful eviction or termination.

If your landlord wants to change the type of housing you live in into another kind of housing, (for example, a retirement home or a hotel), your landlord may give you a 120-Day Notice to Terminate your tenancy. You can read the law about this at RCW 59.18.650(2)(f)
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650>).

If your landlord ends the tenancy with this type of notice, but then does not convert the place into another type of housing, you may be able to sue for wrongful eviction or termination.

After the time period on the notice passes

An eviction notice, termination notice, or a notice to vacate is a warning from your landlord. If you are still living in the place past the last day of the time period on the notice, 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. Try to get legal help if you get eviction court papers.

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