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Tenant Notice to Vacate

We understand that our deposit will be refunded as agreed, less past due unpaid charges, if any, after we have moved out completely and returned possession of the premises to the management, as long as we leave the residence in clean and undamaged condition. (See below for conditions of refunded Security Deposit.)

We understand that our Lease/Rental Agreement states that we have agreed to a 20-day written notice to vacate and notice must be given in that months' pay period.

Washington State Landlord Tenant Act RCW 59.18.299

(1)(a) When premises are rented for an indefinite time, with monthly or other periodic rent reserved, such tenancy shall be construed to be a tenancy from month to month, or from period to period on which rent is payable, and shall be terminated by written notice of twenty days or more, preceding the end of any of the months or periods of tenancy, given by either party to the other.

We understand that we are responsible for paying rent through the end of the term agreed to in the Lease/Rental Agreement or until another tenant is approved by the management and has taken occupancy, whichever happens first.

Per RCW 59.18.150

The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit at a specified time where the landlord has given at least one day's notice of intent to enter to exhibit the dwelling unit to prospective or actual purchasers or tenants. A landlord shall not unreasonably interfere with a tenant's enjoyment of the rented dwelling unit by excessively exhibiting the dwelling unit.

As we have agreed in our Lease/Rental Agreement, during our last month of tenancy, we will make the premises accessible to show to prospective tenants or purchasers at any and all reasonable times, whether we are present or not. We agree to keep the property in presentable condition during the time that the management is either trying to rent or sell the property. If property is not in presentable condition, landlord has the right to have the property cleaned and the expense will be deducted from the Security Deposit.

Washington State Landlord Tenant Act RCW 59.18.280

Within twenty-one days after the termination of the rental agreement and vacation of the premises or, if the tenant abandons the premises as defined in RCW 59.18.310, within twenty-one after the landlord learns of the abandonment, the landlord shall give a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the tenant under the terms and conditions of the rental agreement. No portion of any deposit shall be withheld on account of wear resulting from ordinary use of the premises. The landlord complies with this section if the required statement or payment, or both, are deposited in the United States mail properly addressed with first-class postage prepaid within the fourteen days.

The notice shall be delivered to the tenant personally or by mail to his or her last known address. If the landlord fails to give such statement together with any refund due the tenant within the time limits specified above, he or she shall be liable to the tenant for the full amount of the deposit. The landlord is also barred in any action brought by the tenant to recover the deposit from asserting any claim or raising any defense for retaining any of the deposit unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from



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providing the statement within the twenty-one days or that the tenant abandoned the premises as defined in RCW 59.18.310.

The court may in its discretion award up to two times the amount of the deposit for the intentional refusal of the landlord to give the statement or refund due. In any action brought by the tenant to recover the deposit, the prevailing party shall additionally be entitled to the cost of suit or arbitration including a reasonable attorney's fee.

Nothing in this chapter shall preclude the landlord from proceeding against, and the landlord shall have the right to proceed against a tenant to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property for which the tenant is responsible together with reasonable attorney's fees.

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____

Property Address _____