

Instructions for preparing and serving a notice of notice to enter

Important: Proper preparation and delivery of this form is critical for a notice to enter to be enforceable in Washington. *It is highly recommended that you consult a lawyer prior to using this or any other legal form.* The Law Office of Evan L. Loeffler PLLC provides this form as a courtesy without any claim as to its effectiveness or legality. Use of this form does not in any way create an attorney-client relationship between the user and any party associated with the Law Office of Evan L. Loeffler PLLC.

When to use this notice

1. Landlords may not enter leased premises without giving prior notice to the tenant. If there is an emergency or if the premises are clearly abandoned notice is not required.
2. A notice to enter is not necessarily required to be in writing and delivered like a notice of lease violations or notice of termination. However, it is strongly recommended that the landlord serve written notice to enter in the same manner whenever possible.
3. If a tenant unreasonably refuses to allow access it may be cause to deliver a ten-day notice to comply or vacate.
4. The landlord may **never** use force or breach the peace to gain access to the leased premises if the tenant is refusing access.

Preparing the notice

1. Name all parties known to be residing in the leased premises (do not include minor children).
2. Include the complete address of the leased premises.
3. Include the contact information of the landlord or party issuing the notice **including a phone number the tenant may call to reschedule.**
4. Notice to enter must be given **at least** two (2) days prior to the date and time to inspect if the reason to enter is to inspect or make repairs.
5. Notice to enter must be given **at least** one (1) day prior to the date and time to inspect if the reason to enter is to exhibit the premises to a prospective buyer or renter.

Serving the notice

1. The notice must be hand-delivered to the tenant. Any party may hand-deliver the notice.
2. If the tenant cannot be found, the notice may be hand-delivered to any person of suitable age and discretion at the premises. A copy of the notice must be mailed by U.S. mail **in addition** to the notice delivered to the premises.
3. After making an attempt at hand-delivery to the premises, the notice may be conspicuously affixed to the door or window of the premises. A copy of the notice must be mailed by U.S. mail **in addition** to the notice affixed to the premises.
4. Any mailed notice may be mailed by regular mail. A declaration of mailing similar to the declaration in the attached notice is sufficient proof of mailing. If there is any concern about whether the tenant will deny receipt of the mailed notice, mail an additional notice by certified mail with return receipt requested.
5. If a notice is mailed one additional day must be added.

1 **NOTICE TO TENANT OF LANDLORD'S**
2 **INTENT TO ENTER**
3

4 **To:** _____ and all other occupants

5 **At:** _____
6 _____
7 _____

8 **YOU AND EACH OF YOU ARE NOTIFIED** that your Landlord intends to enter the leased premises described above. The entry will occur at approximately _____ o'clock on the following date: _____.

9 The landlord requires access to the premises for the following reason or reasons:

- 10 To inspect;
11 To make the following repairs, alterations or improvements: _____;
12 To exhibit the premises to prospective tenants or buyers.

13 **You do not need to be present at the time the landlord enters the premises.** This notice is issued in accordance with RCW 59.18.150, which provides that an unreasonable refusal to comply with notice such as this may subject you to penalties of up to \$100.00 in penalties, plus costs and attorney's fees.

14 Your landlord will reschedule the date or time of this entry if you have a reasonable basis for denying access to the premises. If you have a reasonable basis for denying access to the premises you must indicate as such to the landlord prior to the date and time indicated in this notice.

15 Issued this _____ day of _____, 20____.

16
17
18 Landlord/Agent: _____
19 Address: _____
20 Phone: _____

21 **DECLARATION OF SERVICE**

22 The undersigned, under penalty of perjury under the laws of the State of Washington, declares that copies of this document were

- 23 personally served on the tenant on _____
24 mailed to the tenant's address and posted at the rental premises on _____

25 Signed in the City of _____, this _____ day of _____, 20____.

26 Signed: _____
27 Printed name: _____
28