

# WASHINGTON MFNW FORMS UPDATES

Presented by

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of Greenspoon Marder



# TOPICS COVERED

1. Rent related forms
  1. Nonpayment of rent
  2. Lease
  3. Bill-Back Addendum
  4. Other Notices
2. Rent increase forms

# 1. TERMINATION FOR UNPAID RENT

- Termination for Nonpayment of Rent (14-day)



DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_  
RESIDENT NAME(S) \_\_\_\_\_  
\_\_\_\_\_  
also all other Occupants or persons unknown claiming any right or interest in the Premises.  
UNIT NUMBER \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

You are receiving the attached notice because your landlord alleges you are not in compliance with the terms of the lease agreement by failing to pay rent and/or utilities and/or recurring or periodic charges that are past due.

**1. Monthly rent due for:**

Month \_\_\_\_\_ \$ \_\_\_\_\_  
Month \_\_\_\_\_ \$ \_\_\_\_\_  
Month \_\_\_\_\_ \$ \_\_\_\_\_ AND/OR

**2. Utilities due for:**

Month \_\_\_\_\_ \$ \_\_\_\_\_  
Month \_\_\_\_\_ \$ \_\_\_\_\_  
Month \_\_\_\_\_ \$ \_\_\_\_\_ AND/OR

**3. Other recurring or periodic charges identified in the lease for:**

Description of Charge _____	Month _____	\$ _____
Description of Charge _____	Month _____	\$ _____
Description of Charge _____	Month _____	\$ _____

**TOTAL AMOUNT DUE:** \$ \_\_\_\_\_

**Note - payment must be by cash, cashier's check, money order, or certified funds pursuant to the terms of the rental agreement.**

You must pay the total amount due to your landlord within fourteen (14) days after service of this notice or you must vacate the premises. Any payment you make to the landlord must first be applied to the total amount due as shown on this notice. Any failure to comply with this notice within fourteen (14) days after service of this notice may result in a judicial proceeding that leads to your eviction from the premises.

The Washington state office of the Attorney General has this notice in multiple languages on its website. You will also find information there on how to find a lawyer or advocate at low or no cost and any available resources to help you pay your rent. Alternatively, call 2-1-1 to learn about these services.

State law provides you the right to receive interpreter services at court.

OWNER/LANDLORD:  \_\_\_\_\_ DATE \_\_\_\_\_

WHERE TOTAL AMOUNT DUE IS TO BE PAID:

Owner/Landlord Name \_\_\_\_\_  
Address \_\_\_\_\_

# Updated (M120)

# 1. TERMINATION FOR UNPAID RENT



**MULTIFAMILY NW**  
The Association Promoting Quality Rental Housing

WASHINGTON

**14-DAY NOTICE TO PAY RENT  
OR VACATE THE PREMISES**

# 1. TERMINATION FOR UNPAID RENT

You are receiving the attached notice because your landlord alleges you are not in compliance with the terms of the lease agreement by failing to pay rent and/or utilities and/or recurring or periodic charges that are past due.

**1. Monthly rent due for:**

Month \_\_\_\_\_ \$ \_\_\_\_\_  
Month \_\_\_\_\_ \$ \_\_\_\_\_  
Month \_\_\_\_\_ \$ \_\_\_\_\_ AND/OR

**2. Utilities due for:**

Month \_\_\_\_\_ \$ \_\_\_\_\_  
Month \_\_\_\_\_ \$ \_\_\_\_\_  
Month \_\_\_\_\_ \$ \_\_\_\_\_ AND/OR

**3. Other recurring or periodic charges identified in the lease for:**

Description of Charge \_\_\_\_\_ Month \_\_\_\_\_ \$ \_\_\_\_\_  
Description of Charge \_\_\_\_\_ Month \_\_\_\_\_ \$ \_\_\_\_\_  
Description of Charge \_\_\_\_\_ Month \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL AMOUNT DUE: \$ \_\_\_\_\_**

# 1. TERMINATION FOR UNPAID RENT

**Note - payment must be by cash, cashier's check, money order, or certified funds pursuant to the terms of the rental agreement.**

You must pay the total amount due to your landlord within fourteen (14) days after service of this notice or you must vacate the premises. Any payment you make to the landlord must first be applied to the total amount due as shown on this notice. Any failure to comply with this notice within fourteen (14) days after service of this notice may result in a judicial proceeding that leads to your eviction from the premises.

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# 1. TERMINATION FOR UNPAID RENT — DELETIONS — CERTIFIED FUNDS

If this box is checked, your Rental Agreement requires payment by means other than a personal check, third-party check or multiple checks. Money order or certified check preferred.





# 1. TERMINATION FOR UNPAID RENT – DELETIONS – STATEMENT OF ACCOUNT

<b>Statement of Account</b> (For informational purposes only)	<del>Past Due Rent</del>	\$ _____
	<del>Late Charges</del>	\$ _____
Other _____		\$ _____
	<b>Total Due</b>	\$ _____

You remain responsible for all amounts due Owner/Agent.

# 2. LEASE AGREEMENT

## ■ Updated to reflect legal changes to rent

### TERMS AND CONDITIONS

- 1. RENTS:** Unless another date is set forth above, all monthly charges are due and payable on the first of the month and must be paid on time. Partial payments will not be accepted without prior Owner/Agent approval. To protect Owner and its Agents, Owner/Agent may refuse to accept cash payments, rent payments from anyone other than Resident or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner/Agent may require Resident to make all future rent payments by certified check or money order. ~~Month-to-month~~ rents may be increased with a ~~30-day~~ written notice\*. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by Owner/Agent, which method will be consistently applied throughout the rental term: a) a 360-day year composed of twelve months of 30 days each; b) a 365-day year; or c) the actual number of days in the current month. The daily amount will be multiplied by the actual number of days of occupancy in the current month. NOTE: Unless otherwise specified, the pro-rate shall

be based on a 365-day year. "Rent" shall mean the monthly stated rent and all other periodic payments due from Resident related to the tenancy, including but not limited to pet rent, garage/carport/storage unit rent and washer/dryer rent. ~~To the extent allowed by law, rent also includes late charges, damages, fees and all other amounts payable by Resident to Owner/Agent hereunder.~~

~~\*Some local jurisdictions require more notice of housing cost increases.~~

- 2. NONPAYMENT OF RENT OR OTHER AMOUNTS DUE:** If rent is not paid when due, Owner/Agent may issue on the next day or any day thereafter a ~~three-day~~ notice to pay or vacate. Failure of Resident to timely pay any other amounts due Owner/Agent is a material noncompliance with this Rental Agreement.
- 3. APPLICATION OF PAYMENTS:** All payments made by Resident to Owner/Agent after the tenancy commences, no matter how designated by Resident, may be applied by Owner/Agent as follows: first to any outstanding amounts due Owner/Agent for ~~damages/repairs, utilities, deposits, fees (including late~~

~~fees), etc.; second, to any rent outstanding from prior months; and third, to the current month's rent.~~

- 4. EARLY TERMINATION OF LEASE:** If this Rental Agreement is for a set term, failure by Resident to complete the term because of a voluntary termination by Resident or termination by Owner/Agent for a Resident breach will expose Resident to the payment of damages. If the early termination box is checked on page 1 of this Rental Agreement to allow Resident to terminate early without uncertainty as to the amount that will be owed as a result, it is agreed that upon any failure of Resident to occupy the unit for the full term, for any reason, Resident will pay to Owner/Agent, in lieu of all other damages or amounts that could be recovered, all of the following: a) the value of all concessions given to Resident by Owner/Agent; b) all rent through the date the unit is vacated; c) to the extent not included in a) and b) an amount equal to rent for 30 days after Resident's written notice to vacate, or if no notice, for 30 days after the vacation date; d) an early termination fee in the amount set

# 3. UTILITY BILL-BACK ADDENDUM

- Updated to clarify that utilities are a part of rent



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## **UTILITY BILL-BACK ADDENDUM**



EQUAL HOUSING  
OPPORTUNITY

DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_

Electricity \_\_\_\_\_% water \_\_\_\_\_% Sewer/wastewater \_\_\_\_\_% Garbage \_\_\_\_\_%

These percentages are not allocated to Residents  These percentages are allocated to Residents

1. Utility payments are for recurring and periodic charges, which are additional rent.

# 4. NOTICE OF VIOLATION FOR UNPAID BALANCE

- Clarifies that only nonpayment of rent may result in an eviction.

You are required to correct the violation by paying the money owed no later than \_\_\_\_\_ DATE \_\_\_\_\_.

Continued nonpayment of rent owed constitutes a violation of your Rental Agreement that may result in a termination of your tenancy. Continued nonpayment of all other moneys owed may result in a collection action.

This notice will remain effective for 12 months from the date of Resident's failure to pay the money owed.

DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_

RESIDENT NAME(S) \_\_\_\_\_

UNIT NUMBER \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

You are in violation of your Rental Agreement for failure to pay money owed to Owner/Agent for:

- Rent  
For the following period(s): \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- Fees or deposits  
Describe: \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- Damage to the premises or any other structure located on the grounds  
Describe: \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- Utility charges  
For the following period(s): \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- Other  
Describe: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**Total Amount Due: \$ \_\_\_\_\_**

You are required to correct the violation by paying the money owed no later than \_\_\_\_\_ DATE \_\_\_\_\_.

Continued nonpayment of rent owed constitutes a violation of your Rental Agreement that may result in a termination of your tenancy. Continued nonpayment of all other moneys owed may result in a collection action.

This notice will remain effective for 12 months from the date of Resident's failure to pay the money owed.

Updated  
(M031)

# 5. NOTIFICATION OF BALANCE DUE

- Clarifies that only nonpayment of rent may result in an



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## **NOTIFICATION OF BALANCE DUE**



DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_

**PLEASE NOTE: If full payment is not received by the date listed above, then a termination notice may be issued.**

**This is a notice of a continuous or ongoing violation of your Rental Agreement. You are required to discontinue the conduct by paying the amounts due. The reoccurrence or failure to cure the default of any rental obligations may result in termination of your tenancy.**

# 6. 10-DAY NOTICE

- May not be used for monetary violations!



WASHINGTON

## **10-DAY NOTICE TO COMPLY OR QUIT PREMISES**

**(NOT FOR FAILURE TO PAY MONEY OWED)**

DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_

RESIDENT NAME(S) \_\_\_\_\_

UNIT NUMBER \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_ also all other Occupants or persons u

CITY \_\_\_\_\_ STATE \_\_\_\_\_

**YOU ARE HEREBY NOTIFIED** that you are in material non-compliance with your Rental Agree to keep or perform a condition or covenant of your Lease or Rental Agreement under which th constituting the violations are described as follows (provide specific factual details for each vio

\_\_\_\_\_  
\_\_\_\_\_

# 7. RENT INCREASES

- Now requires 60-days notice (not 30-days)



# 7. RENT INCREASES



**MULTIFAMILY NW**  
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## WASHINGTON **NOTICE OF RENT/ MONTHLY CHARGES INCREASE**

Pursuant to Washington residential landlord-tenant law, this is to inform you that your monthly rent/charges will be increased starting on \_\_\_\_\_ ("Effective Date"), as follows:

	CURRENT CHARGES:	NEW CHARGES:
MONTHLY STATED RENT	\$ _____	\$ _____
OTHER: _____	\$ _____	\$ _____
OTHER: _____	\$ _____	\$ _____
OTHER: _____	\$ _____	\$ _____
OTHER: _____	\$ _____	\$ _____
TOTAL MONTHLY CHARGES	\$ _____	\$ _____

**NEW TOTAL MONTHLY  
AMOUNT DUE:**

\$ \_\_\_\_\_

Section 8 Housing Choice Voucher

If you currently have a Housing Choice Voucher, and your total monthly rent has been increased above, this letter serves as the required 60 days' rent increase notice to you and a copy has been mailed to the housing authority.

This Notice has been served personally at least **60 days** prior to the Effective Date

or

This Notice has been served by first class mail at least **63 days** prior to the Effective Date

**THANK YOU!**

**MARCEL GESMUNDO**  
**GREENSPOON MARDER**  
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