

City of Vancouver Month-to-Month Tenants: New Right to 60-Day Notice to Vacate

Should I read this?

Yes, if

- You are a tenant (you rent a dwelling unit) in the City of Vancouver, Washington AND
- You have a month-to-month rental agreement AND
- Your landlord owns five or more rental units

A new city ordinance (law) gives you the right to more notice from the landlord if s/he wants to end your tenancy and have you move. Vancouver Municipal Code (VMC) 8.47.

❖ This new ordinance does **not** apply to you if you live in unincorporated Vancouver (outside city limits). This map shows city limits: <http://tinyurl.com/o28f68a>. To confirm whether your address is in city limits, go to the City of Vancouver's website or call the City.

Why more notice?

The Vancouver housing market is experiencing very low vacancy rates and high rents. Low-income renters, including working

families, are having a hard time finding affordable rentals.

Typically, under state law a landlord could ask a month-to-month tenant to move out with as little as twenty days' notice before the end of a rental period (usually the last day of the month). If you did not move out within twenty days, the landlord could file an eviction lawsuit to remove you from the property. The eviction lawsuit (even if you won) would be on your public record, making it harder for you to find a new place.

How much notice will I get under the new ordinance?

If you are a month-to-month tenant, your landlord must give you a 60-day notice to vacate if the landlord wants to end your tenancy for no-cause **and** be able to evict you through a court proceeding ("unlawful detainer" or eviction lawsuit).

When does the landlord have to give me the 60-day notice?

The ordinance does not state when a 60-day notice takes effect. State law (Residential Landlord-Tenant Act, [RCW 59.18.200\(1\)\(a\)](#)) requires a landlord to serve a no-cause notice to terminate a month-to-month tenancy 20 days or more *before the end of the rental period* (usually, the last day of a month). A landlord must comply with state law and the city ordinance. In our opinion, a landlord must

serve you the notice 60 days before the end of the rental period.

Example: If your tenancy begins on the first day of each month and your landlord wants you to move by December 31, s/he must give you written notice to move by November 1.

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- ❖ If you receive a 60-day notice and have questions about whether it is proper, talk to a lawyer. This area of law is new and still developing. This publication provides general information only and is not a substitute for advice about your situation from a lawyer.
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What if the landlord does not give me a 60-day notice or gives me a “no-cause” notice that is shorter than sixty days?

If you do not get a 60-day notice to vacate, and the landlord files an eviction lawsuit against you based on a shorter **no-cause** notice (**example:** 20-day notice), you have a complete defense to the eviction lawsuit.

Read the next section for exceptions to this rule.

Can the landlord still give me less than 60 days’ notice?

Yes. A landlord may still give you a 20-day notice to vacate, but s/he may not rely on that notice to file an eviction lawsuit against you if you do not move out in 20 days. If you receive a 20-day notice to vacate, talk with a lawyer **immediately** about what to do.

A landlord may also give you less than a 60-day notice for “cause.” This ordinance will not keep your landlord from issuing other notices to terminate a tenancy for cause, for **example:**

- three-day notice to pay rent or vacate
- three-day notice to vacate for waste or nuisance
- ten-day notice to comply with a rental agreement or vacate

Do I still have to pay my rent or follow the rules after I get a 60-day notice?

Yes. Even if your landlord has given you a 60-day notice to move, you must still follow all the rules of your tenancy, including paying rent on time, or you risk the landlord issuing one of the notices above. That may result in you having to move out before the 60 days is up. It may also result in you having an eviction filing on your permanent record.

Does the new ordinance apply to all landlords in the City of Vancouver?

No. It applies only to landlords who own five or more rental units, regardless of whether the units are located on the same property.

When does the ordinance take effect?

October 21, 2015.

What if my rental agreement states that the landlord only has to give me a 20-day notice to terminate my tenancy?

Tenants have a defense to an eviction lawsuit based on less than a 60-day notice to

terminate for **no-cause** no matter what the rental agreement says.

I want to move. Do I have to give a 60-day notice to terminate the tenancy?

No. You may still give a landlord a 20-day notice to terminate a month-to-month tenancy. If your landlord wants you to sign a rental agreement that requires you to give a 60-day notice, talk with a lawyer.

I am looking for a place to rent. I found a landlord who wants to rent to me. The lease the landlord showed me wants me to give up my right to the 60 days' notice. Can I sign away my right to this notice?

No. A landlord may not use a rental agreement that requires you to waive your right to a 60-day no-cause notice.

If a landlord asks you to sign a rental agreement where you waive your right to a 60-day notice, talk to a lawyer. If you are low-income, [you may apply online](#) or call 1-888-201-1014 to speak with a free lawyer or paralegal at CLEAR.

This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice.

This information is current as of October 2015.

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