

EVICTION PROCEDURES

More information is in Titles 38 and 39 of the Lummi Code of Laws.

Step 1. Determine whether a *14-day Notice of Termination of Lease, Rental Agreement or Other Documents Governing Occupancy* is required to be given to the tenant or occupier.

The 14-day notice IS required when the tenant or occupier has done one of the following:

Failure to keep or maintain any condition or covenant of the lease, rental agreement, or other documents governing their occupancy; or

Waste. (“Waste” is spoil or destruction by a tenant of land, buildings, gardens, trees, or other improvements which result in substantial injury to the lessor’s interest in the property.)

If the 14-day notice is required, fill out the 14-day notice form included in this packet and serve the tenant/ occupier with the 14-day notice. After the tenant/occupier is served, fill out a proof of service form. If the tenant/ occupier does not leave the premises within 14 days, then include the proof of service of the 14-day notice with the complaint for eviction.

The 14-day notice IS NOT required:

After the expiration of the term of a lease, rental agreement, or other documents governing their occupancy; or

When such person has entered onto or remains on the real property of another without the permission of the owner and without having any substantial claim of a lease or title of the property; or

After termination of their tenancy in conformance with the terms of their lease, rental agreement, or other documents governing their occupancy; or

After a tenant’s interest has been foreclosed upon in conformance with Title 36 (Leasehold Mortgages) of the Lummi Code of Laws.

Step 2. Fill-out the *Complaint for Writ of Eviction and Restitution*.

Step 3. Fill-out a *Summons for Writ of Eviction and Restitution*

Step 4. Submit the summons and complaint (with attachments) to the Lummi Tribal Court Clerk’s Office. Pay filing fee and submit copy of receipt or request fee waiver.

- Ask the Court Clerk for copies of the documents you file with the Court.
 - One copy is for the plaintiff.
 - Obtain a copy to be served on the tenant/occupier.

Step 5. Service of Process. The tenant/occupier must be served with the summons and complaint (and all other documents). Service of documents is the responsibility of the plaintiff(s). Service may be accomplished by certified mail, return receipt requested, or by personal service by any person over the age of eighteen (18) years who is competent to testify and is not a party to the action, or by publication under the circumstances set out in Lummi Code of Laws §3.03.040.

Step 6. After the summons and complaint have been served, bring the proof of service to the Court Clerk as soon as possible. The Court Clerk will then set a date and time for the initial hearing. The initial hearing on the eviction is to be set at least five (5), but not more than ten (10) days after the summons and complaint has been served on the tenant/occupier.

Step 7. Attend Court hearing(s). Please bring all of your documents and evidence with you to each hearing.

14-DAY NOTICE OF TERMINATION OF LEASE, RENTAL AGREEMENT OR OTHER DOCUMENTS GOVERNING OCCUPANCY

TO: _____

(write the name of tenant(s) or other persons occupying dwelling unit or real property)

REGARDING OCCUPANCY OF: _____

(write the address or other description so the property can be identified with reasonable certainty)

YOU ARE GIVEN NOTICE that you will be guilty of unlawful detainer if you continue to occupy the described property after 14 days have passed from receiving this notice of the termination of your lease, rental agreement, or other documents governing your occupancy.

The basis for termination of your occupancy is:

Failure to pay rent as agreed. Rent was last paid on ____/____/____. The total back rent as of today's date is \$_____.

Failure to keep or maintain any other condition or covenant of the lease, rental agreement, or other documents governing their occupancy, as described below:

Waste ("Waste" is spoil or destruction by a tenant of land, buildings, gardens, trees, or other improvements which result in substantial injury to the lessor's interest in the property.) as described below:

Dated: _____

Signature of Owner / Lessor/ or Agent for Owner or Lessor

Print or Type Name

Address

City, State, Zip Code

Telephone Number

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4 **IN THE TRIBAL COURT
FOR THE LUMMI NATION, WASHINGTON**

5 _____,
6
7 **Plaintiff**
8 vs.
9 _____,
10 _____,
11 _____,
12 _____
Defendant(s)

Case No.: _____ CVUD _____

**COMPLAINT FOR WRIT OF EVICTION
AND RESTITUTION
(UNLAWFUL DETAINER ACTION)**

13 Plaintiff(s) requests the Defendant(s) be evicted from the property described in this complaint
14 pursuant to Lummi Code of Laws Titles 38 and 39, and restore the Plaintiff(s) to possession of
15 the property. In support of this complaint, the Plaintiff states as follows:

16 **I. PROPERTY**

The Defendant(s) are unlawfully occupying the following property:

17 Address or describe the property so that it can be identified with reasonable certainty:

18 _____

19 **II. IDENTIFICATION OF OWNER, LESSOR, OR AGENT:**

20 Plaintiff's interest in the property is owner lessor

21 Attach: The lease, rental agreement, or other documents governing occupancy by the
Defendant(s).

22 If there is no lease, rental agreement, or other documents, attach proof of the owner's or
lessor's legal status with respect to the property.

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COMPLAINT FOR WRIT OF EVICTION AND
RESTITUTION OF PROPERTY

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Court Form UD - 03 2021

Lummi Tribal Court
2665 Kwina Road
Bellingham, WA 98226
(360) 312-2239

1 III. IDENTITY OF TENANT(S) OR OTHER PERSONS OCCUPYING DWELLING UNIT OR
2 REAL PROPERTY

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4
5 IV. The tenant or other occupier of the dwelling unit and/or real property is guilty of unlawful
6 detainer as follows: (check one of the notice requirements below)

7 **14 DAY NOTICE REQUIRED AND PROVIDED**

8 Defendant(s) was provided with a 14 day notice of termination of their lease, rental agreement, or
9 other documents governing their occupancy. Fourteen (14) days have passed since Defendant's
10 received the 14 day notice of termination and they continue to occupy the premises. The
11 termination of the lease is based on:

12 Date the Defendant(s) was served a 14 day notice of termination of their lease, rental
13 agreement, or other documents governing their occupancy: Date: _____ 202__.

14 Failure to pay rent as agreed. Rent was last paid on ____/____/____. The total back
15 rent as of today's date is \$_____.

16 Failure to keep or maintain any other condition or covenant of the lease, rental agreement,
17 or other documents governing their occupancy, as described in Section VI.

18 Waste ("Waste" is spoil or destruction by a tenant of land, buildings, gardens, trees, or
19 other improvements which result in substantial injury to the lessor's interest in the property),
20 as described in Section VI.

21 **14 DAY NOTICE NOT REQUIRED**

22 Plaintiff(s) requests eviction of the Defendant(s) and a Writ of Restitution of the property without
23 the requirement of giving notice. The 14-day notice IS NOT required under LCL 39.04.010(a)
24 because: (check all that apply)

25 The term of a lease, rental agreement, or other documents governing occupancy has
expired.

The Defendant(s) have entered or remained on the property without the permission of
the owner and have no substantial claim of a lease or title to the property.

The tenancy has terminated in accordance with the terms of the lease, rental agreement,
or other documents governing occupancy.

The tenant's interest has been foreclosed upon in conformance with Title 36 (Leasehold
Mortgages) of the Lummi Code of Laws.

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RELIEF REQUESTED

The Plaintiff requests the court to order the following:

- Issue a Writ of Restitution evicting the defendants and their property from the premises which are unlawfully occupied.
- Order the defendant(s) to pay damages.
- If petitioner prevails, order the defendant(s) to pay costs and reasonable attorney's fees in bringing this suit.

And that the Court grant such other relief as the Court may deem just and proper.

DECLARATION

I declare under penalty of perjury of all applicable civil and criminal laws that 1) I have read this Complaint or it has been read to me; and 2) I understand the contents of the Complaint and believe the contents to be true and correct to the best of my knowledge, information, and belief, formed after reasonable inquiry. Below is the address at which I can receive all legal documents, and I understand I have the duty to update this address with the court if it changes.

Dated: _____

Signature of Owner / Lessor/ or Agent for Owner or Lessor

Print or Type Name

Address

City, State, Zip Code

Telephone Number

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**IN THE TRIBAL COURT
FOR THE LUMMI NATION, WASHINGTON**

_____, <p style="text-align: center;">Plaintiff</p>	Case No.: _____ CVUD _____
vs.	SUMMONS FOR WRIT OF EVICTION AND RESTITUTION
_____, _____, _____, _____,	(UNLAWFUL DETAINER ACTION)
<p style="text-align: center;">Defendant(s)</p>	

TO: (Write name of defendant(s)) _____

YOU ARE HEREBY GIVEN NOTICE that a complaint for writ of eviction and restitution (unlawful detainer) has been filed with the Lummi Tribal Court, a copy is attached to this summons. A hearing will be held regarding the unlawful detainer/eviction at least five (5), but no more than ten (10) days after service of the summons and complaint, and you will be provided notice of this hearing by the Court.

You may file a written answer with the court prior to the initial hearing, but the written answer will not release you of your duty to personally appear before the court.

A judgment may be taken against you in accordance with the terms of the complaint, unless you appear before the Court when notified of the hearing date and time.

For your convenience, an Answer form is available at the Lummi Tribal Court. If you wish to seek the advice of an attorney/spokesperson in this matter, you should do so promptly so that your response, if any, may be made by the deadline.

Dated: _____

 Signature of Plaintiff

 Print or Type Name

 Address

 City, State, Zip Code

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**IN THE TRIBAL COURT
FOR THE LUMMI NATION, WASHINGTON**

_____,
Plaintiff
vs.
_____,
_____,
_____,
_____,
Defendant(s)

Case No.: _____ CVUD _____

**PROOF OF SERVICE
(UNLAWFUL DETAINER ACTION)**

Instructions: This Declaration of Service is to be used for personal service of documents on the Defendants. Once signed, it is evidence of proof of service. The Plaintiff(s) shall file this document with the Court as soon as possible after service if completed. The use of a paid process server is not required. The server must be a nonparty who is over the age of 18 years.

_____ declares as follows:
(Print name of server)

On _____ 202____, I served _____
(Date) (Print name of person served)

with the following documents (check the box for each document served):

- Complaint for Writ of Eviction and Restitution
- Summons for Writ of Eviction and Restitution (Unlawful Detainer Action)
- 14-Day Notice of Termination of Lease, Rental Agreement or Other Documents Governing Occupancy
- Other: _____
(write in title of document served)

1 I am NOT a party in this case, I am over the age of 18, and declare I served the checked listed
2 documents by:

3 **CHECK ONE:**

4 [] by delivering to and leaving with him/her personally a copy of the checked listed documents at
5 the following address: _____.

6 [] by leaving the checked listed documents with a person of suitable age and discretion at the
7 residence of the person to be served, with directions to deliver the documents to the person being
8 served at the following address: _____.

9 I DECLARE under penalty of perjury under the laws of the Lummi Nation that the foregoing is true
10 and correct.

11 Dated this _____ day of _____, 20____, in _____, WA.
12 (place where signed)

13 _____
14 Signature of Server

15 _____
16 Print Name of Server