
A BILL FOR AN ACT

RELATING TO DOMESTIC VIOLENCE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:

1 SECTION 1. Chapter 521, Hawaii Revised Statutes, is
2 amended by adding three new sections to part VI to be
3 appropriately designated and to read as follows:

4 "§521-A Early termination of tenancy; victims of domestic
5 violence. (a) A tenant may terminate a rental agreement
6 without penalty or fees for early termination or liability for
7 future rent if the tenant or an immediate family member residing
8 at the dwelling unit has been the victim of domestic violence
9 during the ninety days preceding the date the notice of early
10 termination is provided to the landlord. The notice shall be
11 given at least fourteen days prior to the early termination date
12 specified in the notice, which shall be no more than one hundred
13 four days from the date of the most recent act of domestic
14 violence. The notice shall be accompanied by one of the
15 following documents:

16 (1) A copy of a valid order of protection issued by a
17 court of any state to the tenant or immediate family
18 member as a result of the tenant or the immediate



1 family member having been a victim of domestic
2 violence;

3 (2) A copy of a police report filed with an agency of any
4 state that states that the tenant or immediate family
5 member was a victim of domestic violence;

6 (3) A copy of the conviction of a person for an act of
7 domestic violence against the tenant or immediate
8 family member; or

9 (4) A verification in a record signed by the tenant and an
10 attesting third party that complies with subsection
11 (h).

12 (b) If the tenant is solely liable on the rental
13 agreement, the rental agreement shall terminate on the early
14 termination date described in subsection (a), and the tenant
15 shall be liable for rent owed through the early termination date
16 plus any previous obligations outstanding as of that date. The
17 amount due from the tenant shall be paid to the landlord on or
18 before the early termination date.

19 (c) If there are multiple tenants who are parties to the
20 rental agreement, the release of one or more tenants under this
21 section shall not terminate the rental agreement with respect to
22 other tenants. The landlord shall not be required to refund



1 security deposits or prepaid rents under section 521-44 until
2 the rental agreement terminates with respect to all tenants and
3 the dwelling unit is surrendered to the landlord.

4 (d) If a tenant submits notice of early termination in
5 compliance with this section, the landlord shall:

6 (1) Return all security deposits and prepaid rent
7 recoverable by the tenant under section 521-44
8 following the tenant's surrender of the dwelling unit,
9 except as otherwise provided in subsection (c);
10 provided that the landlord may withhold an amount of
11 the security deposit for payment of damages which the
12 landlord has suffered by reason of the tenant's
13 noncompliance with section 521-51;

14 (2) Not assess any fee or penalty against the tenant for
15 exercising any right granted under this section; and

16 (3) Not disclose any information reported to the landlord
17 under this section unless:

18 (A) The tenant consents to the disclosure of the
19 information in a statement signed by the tenant;

20 (B) The information is required or is relevant in a
21 judicial action;



1 (C) The information is being disclosed to an
2 attesting third party; or

3 (D) The disclosure is required by other law.

4 (e) The landlord may recover from the person who committed
5 domestic violence against the tenant or tenant's immediate
6 family member actual damages resulting from the tenant's
7 exercise of rights under this section. In addition, if the
8 person who committed domestic violence is a party to the rental
9 agreement, the landlord may:

10 (1) Allow the person to remain in possession of the
11 dwelling unit and hold the person liable on the rental
12 agreement for all future rents payable thereunder; or

13 (2) Terminate the person's interest under the rental
14 agreement by notifying the person, in writing, at
15 least five days in advance of the anticipated
16 termination. The landlord may evict the person if the
17 person fails to vacate the dwelling unit on the
18 specified termination date.

19 (f) If a tenant knowingly submits false notice or
20 accompanying documentation to a landlord in support of the right
21 to be released from the rental agreement under this section, the
22 landlord may recover an amount equal to three months periodic



1 rent or threefold actual damages, whichever is greater, plus
2 costs and reasonable attorney's fees.

3 (g) The person who committed domestic violence against the
4 tenant or immediate family member shall not be entitled to any
5 damages or other relief against the landlord or tenant who
6 complies with this section in good faith.

7 (h) Verification provided by the tenant under subsection
8 (a)(4) shall include the following:

- 9 (1) The name and address of the tenant;
10 (2) The time period during which the domestic violence
11 occurred, with approximate dates as to when it
12 occurred;
13 (3) The date of the most recent act of domestic violence;
14 (4) The proposed date of early termination of the rental
15 agreement if the tenant is the sole tenant to the
16 rental agreement, or in the case of multiple tenants
17 to the rental agreement, the proposed date the tenant
18 shall be released from the rental agreement;
19 (5) The tenant's acknowledgment that the statements in the
20 verification are true and accurate to the best of the
21 tenant's knowledge and belief, and that the tenant
22 understands that the statements could be used in court



1 and the tenant could be held liable for perjury if
2 false statements are made in the verification;

3 (6) The name, address, and business phone number of the
4 attesting third party;

5 (7) The capacity in which the attesting third party
6 received the information regarding the acts of
7 domestic violence against the tenant or an immediate
8 family member of the tenant;

9 (8) A statement that the attesting third party has read
10 the tenant's statements in the verification, and has
11 been advised by the tenant that the tenant or an
12 immediate family member of the tenant is the victim of
13 domestic violence;

14 (9) A statement that the attesting third party, based upon
15 the tenant's statements in the verification, believes
16 the tenant and understands that the verification may
17 be used as the basis for releasing the tenant from a
18 rental agreement or terminating the tenant's interest
19 under the rental agreement; and

20 (10) The attesting third party's acknowledgment that the
21 statements of the attesting third party in the
22 verification are true and accurate to the best of the



1 attesting third party's knowledge and belief, that the
2 attesting third party understands that the statements
3 in the verification could be used in court, and that
4 the attesting third party could be liable for perjury
5 for making false statements in the verification.

6 (i) This section shall not affect a tenant's liability for
7 delinquent, unpaid rent, or other amounts owed to the landlord
8 before the rental agreement was terminated by the tenant under
9 this section.

10 §521-B Change of locks; victims of domestic violence. (a)
11 Subject to subsections (b) and (c), if a tenant of a dwelling
12 unit or an immediate family member of the tenant has been the
13 victim of domestic violence and the tenant does not elect to be
14 released from the rental agreement pursuant to section 521-A,
15 the tenant may require the landlord to change the locks to the
16 dwelling unit by submitting a request to the landlord to do so.

17 (b) Within three days of the receipt of the request in
18 subsection (a), the landlord shall change the locks at the
19 tenant's expense. If the landlord fails to act within the
20 three-day period, the tenant may change the locks without the
21 landlord's permission and shall give the landlord a key to the
22 new locks.



1 (c) If the person who committed domestic violence against
2 the tenant or immediate family member of the tenant is also a
3 party to the rental agreement, the locks shall not be changed
4 unless there is a court order requiring the person to vacate the
5 dwelling unit and a copy of the order has been furnished to the
6 landlord.

7 (d) The tenant shall not be required to pay any additional
8 rent, fees, or security deposit because of the exclusion of the
9 person who committed domestic violence from the dwelling unit.

10 (e) The person who committed domestic violence against the
11 tenant or immediate family member of the tenant is not entitled
12 to any damages or other relief against the landlord or the
13 tenant who in good faith complies with this section.

14 §521-C Court order to vacate; domestic violence. (a) If
15 a court of competent jurisdiction, in an action relating to
16 domestic violence, has ordered the person who committed domestic
17 violence against the tenant or immediate family member of the
18 tenant to vacate the dwelling unit, upon issuance of the order,
19 neither the landlord nor the tenant shall have any duty to:

20 (1) Allow the person access to the dwelling unit, unless
21 the person is accompanied by a law enforcement
22 officer; or



1 (2) Provide the person with keys to the dwelling unit.

2 (b) If the person is a party to the rental agreement, then
3 upon issuance of the court order requiring the person to vacate
4 the dwelling unit, the person's interest in the tenancy
5 terminates, and the landlord and tenant shall be entitled to any
6 actual damages resulting from that termination.

7 (c) The landlord shall return security deposits and
8 prepaid rent recoverable under section 521-44 following the
9 termination of the rental agreement and the surrender of the
10 dwelling unit to the landlord.

11 (d) The tenant shall not be required to pay any additional
12 rent, fees, or security deposit because of the termination of
13 the person's interest as a tenant of the dwelling unit."

14 SECTION 2. In codifying the new sections added by section
15 1 of this Act, the revisor of statutes shall substitute
16 appropriate section numbers for the letters used in designating
17 the new sections in this Act.

18 SECTION 3. This Act does not affect rights and duties that
19 matured, penalties that were incurred, and proceedings that were
20 begun before its effective date.

21 SECTION 4. New statutory material is underscored.



1 SECTION 5. This Act shall take effect upon its approval.

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INTRODUCED BY:

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JAN 26 2015



H.B. NO. 858

Report Title:

Landlord-Tenant Code; Domestic Violence; Early Termination

Description:

Permits the termination of residential rental agreements in cases of domestic violence. Specifies additional procedures under the residential landlord-tenant code for instances of domestic abuse.

The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.

