
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



1 member as a result of the tenant or the immediate
2 family member having been a victim of domestic
3 violence;

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

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

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

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

20 (c) If there are multiple tenants who are parties to the
21 rental agreement, the release of one or more tenants under this
22 section shall not terminate the rental agreement with respect to



1 other tenants; provided that the other tenants demonstrate an
 2 ability to pay the rent under the rental agreement, as
 3 determined by the landlord. If the other tenants fail to
 4 demonstrate an ability to pay the rent, the landlord may
 5 terminate the rental agreement by giving notice of early
 6 termination at least fourteen days prior to the early
 7 termination date specified in the notice; provided that the
 8 landlord shall not assess any penalty or fees for the early
 9 termination. The amount due from such tenants shall be paid to
 10 the landlord on or before the early termination date.

11 The landlord shall not be required to refund security
 12 deposits or prepaid rents under section 521-44 until:

13 (1) The rental agreement terminates with respect to all
 14 tenants; or

15 (2) Early termination is effected pursuant to this
 16 subsection;

17 and the dwelling unit is surrendered to the landlord.

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

20 (1) Return all security deposits and prepaid rent
 21 recoverable by the tenant under section 521-44
 22 following the tenant's surrender of the dwelling unit,



1 except as otherwise provided in subsection (c);
2 provided that the landlord may withhold an amount of
3 the security deposit for payment of damages that the
4 landlord has suffered by reason of the tenant's
5 noncompliance with section 521-51;
6 (2) Not assess any fee or penalty against the tenant for
7 exercising any right granted under this section; and
8 (3) Not disclose any information reported to the landlord
9 under this section unless:
10 (A) The tenant consents to the disclosure of the
11 information in a statement signed by the tenant;
12 (B) The information is required or is relevant in a
13 judicial action;
14 (C) The information is being disclosed to an
15 attesting third party; or
16 (D) The disclosure is required by other law.
17 (e) The landlord may recover from the person who committed
18 domestic violence against the tenant or tenant's immediate
19 family member actual damages resulting from the tenant's
20 exercise of rights under this section. In addition, if the
21 person who committed domestic violence is a party to the rental
22 agreement, the landlord may:



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

4 (2) Terminate the person's interest under the rental
5 agreement by notifying the person, in writing, at
6 least five days in advance of the anticipated
7 termination. The landlord may evict the person if the
8 person fails to vacate the dwelling unit on the
9 specified termination date.

10 (f) If a tenant knowingly submits false notice or
11 accompanying documentation to a landlord in support of the right
12 to be released from the rental agreement under this section, the
13 landlord may recover an amount equal to three months periodic
14 rent or threefold actual damages, whichever is greater, plus
15 costs and reasonable attorney's fees.

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

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

22 (1) The name and address of the tenant;



- 1 (2) The time period during which the domestic violence
2 occurred, with approximate dates as to when it
3 occurred;
- 4 (3) The date of the most recent act of domestic violence;
- 5 (4) The proposed date of early termination of the rental
6 agreement if the tenant is the sole tenant to the
7 rental agreement, or in the case of multiple tenants
8 to the rental agreement, the proposed date the tenant
9 shall be released from the rental agreement;
- 10 (5) The tenant's acknowledgment that the statements in the
11 verification are true and accurate to the best of the
12 tenant's knowledge and belief, and that the tenant
13 understands that the statements could be used in court
14 and the tenant could be held liable for perjury if
15 false statements are made in the verification;
- 16 (6) The name, address, and business phone number of the
17 attesting third party;
- 18 (7) The capacity in which the attesting third party
19 received the information regarding the acts of
20 domestic violence against the tenant or an immediate
21 family member of the tenant;



- 1 (8) A statement that the attesting third party has read
2 the tenant's statements in the verification, and has
3 been advised by the tenant that the tenant or an
4 immediate family member of the tenant is the victim of
5 domestic violence;
- 6 (9) A statement that the attesting third party, based upon
7 the tenant's statements in the verification, believes
8 the tenant and understands that the verification may
9 be used as the basis for releasing the tenant from a
10 rental agreement or terminating the tenant's interest
11 under the rental agreement; and
- 12 (10) The attesting third party's acknowledgment that the
13 statements of the attesting third party in the
14 verification are true and accurate to the best of the
15 attesting third party's knowledge and belief, that the
16 attesting third party understands that the statements
17 in the verification could be used in court, and that
18 the attesting third party could be liable for perjury
19 for making false statements in the verification.
- 20 (i) This section shall not affect a tenant's liability for
21 delinquent, unpaid rent, or other amounts owed to the landlord



1 before the rental agreement was terminated by the tenant under
2 this section.

3 **§521-B Change of locks; victims of domestic violence. (a)**

4 Subject to subsections (b) and (c), if a tenant of a dwelling
5 unit or an immediate family member of the tenant has been the
6 victim of domestic violence and the tenant does not elect to be
7 released from the rental agreement pursuant to section 521-A,
8 the tenant may require the landlord to change the locks to the
9 dwelling unit by submitting a request to the landlord to do so.

10 (b) Within three days of the receipt of the request in
11 subsection (a), the landlord shall change the locks at the
12 tenant's expense. If the landlord fails to act within the
13 three-day period, the tenant may change the locks without the
14 landlord's permission and shall give the landlord a key to the
15 new locks.

16 (c) If the person who committed domestic violence against
17 the tenant or immediate family member of the tenant is also a
18 party to the rental agreement, the locks shall not be changed
19 unless there is a court order requiring the person to vacate the
20 dwelling unit and a copy of the order has been furnished to the
21 landlord.



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

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

8 **§521-C Court order to vacate; domestic violence.** (a) If
9 a court of competent jurisdiction, in an action relating to
10 domestic violence, has ordered the person who committed domestic
11 violence against the tenant or immediate family member of the
12 tenant to vacate the dwelling unit, upon issuance of the order,
13 neither the landlord nor the tenant shall have any duty to:

14 (1) Allow the person access to the dwelling unit, unless
15 the person is accompanied by a law enforcement
16 officer; or

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

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



1 (c) The landlord shall return security deposits and
2 prepaid rent recoverable under section 521-44 following the
3 termination of the rental agreement and the surrender of the
4 dwelling unit to the landlord.

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

8 SECTION 2. In codifying the new sections added by section
9 1 of this Act, the revisor of statutes shall substitute
10 appropriate section numbers for the letters used in designating
11 the new sections in this Act.

12 SECTION 3. This Act does not affect rights and duties that
13 matured, penalties that were incurred, and proceedings that were
14 begun before its effective date.

15 SECTION 4. New statutory material is underscored.

16 SECTION 5. This Act shall take effect on November 1, 2112.



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. (HB858 HD1)

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