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# 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 of a  
6 term of one year or less without penalty or fees for early  
7 termination or liability for future rent if the tenant or an  
8 immediate family member residing at the dwelling unit has been  
9 the victim of domestic violence during the ninety days preceding  
10 the date the notice of early termination is provided to the  
11 landlord. The notice shall be given at least fourteen days  
12 prior to the early termination date specified in the notice,  
13 which shall be no more than one hundred four days from the date  
14 of the most recent act of domestic violence. The notice shall  
15 be accompanied by one of the 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 The tenant shall also provide to the landlord a written  
14 statement, which describes that the tenant reasonably believes  
15 that the person who committed the domestic violence knows the  
16 address or location where the tenant or immediate family member  
17 resides, unless the person who committed the domestic violence  
18 resides in the same dwelling unit.

19          (b) If the tenant is solely liable on the rental  
20 agreement, the rental agreement shall terminate on the early  
21 termination date described in subsection (a), and the tenant  
22 shall be liable for rent owed through the early termination date



1 plus any previous obligations outstanding as of that date. The  
2 amount due from the tenant shall be paid to the landlord on or  
3 before the early termination date.

4 (c) If there are multiple tenants who are parties to the  
5 rental agreement, the release of one or more tenants under this  
6 section shall not terminate the rental agreement with respect to  
7 the other non-terminating tenants; provided that the other non-  
8 terminating tenants demonstrate an ability to pay the rent under  
9 the rental agreement, as determined by the landlord. If the  
10 other non-terminating tenants fail to demonstrate an ability to  
11 pay the rent, the landlord may terminate the rental agreement by  
12 giving notice of early termination to the other non-terminating  
13 tenants at least fourteen days prior to the early termination  
14 date specified in the notice; provided that the landlord shall  
15 not assess any penalty or fees for the early termination. The  
16 amount due from the other non-terminating tenants shall be paid  
17 to the landlord on or before the early termination date.

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

20 (1) The rental agreement terminates with respect to all  
21 tenants and the dwelling unit is surrendered to the  
22 landlord; or



1        (2) Early termination is effected pursuant to this  
2        subsection, in which case each terminating tenant  
3        shall receive a pro-rated share of any security  
4        deposit or prepaid rent from the landlord.

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

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

16       (2) Not assess any fee or penalty against the terminating  
17       tenant for exercising any right granted under this  
18       section; and

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

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



1           (B) The information is required or is relevant in a  
2           judicial action;

3           (C) The information is being disclosed to an  
4           attesting third party; or

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

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

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

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

21           (f) If a tenant knowingly submits false notice or  
22           accompanying documentation to a landlord in support of the right



1 to be released from the rental agreement under this section, the  
2 landlord may recover an amount equal to three months periodic  
3 rent or threefold actual damages, whichever is greater, plus  
4 costs and reasonable attorney's fees.

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

9 (h) Verification provided by the terminating tenant under  
10 subsection (a) (4) shall include the following:

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

12 (2) The time period during which the domestic violence  
13 occurred, with approximate dates as to when it  
14 occurred;

15 (3) The date of the most recent act of domestic violence;

16 (4) The proposed date of early termination of the rental  
17 agreement if the tenant is the sole tenant to the  
18 rental agreement, or in the case of multiple tenants  
19 to the rental agreement, the proposed date the tenant  
20 shall be released from the rental agreement;

21 (5) The tenant's acknowledgment that the statements in the  
22 verification are true and accurate to the best of the



1           tenant's knowledge and belief, and that the tenant  
2           understands that the statements could be used in court  
3           and the tenant could be held liable for perjury if  
4           false statements are made in the verification;

5           (6) The name, address, and business phone number of an  
6           attesting third party;

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

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

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



1       (10) The attesting third party's acknowledgment that the  
2       statements of the attesting third party in the  
3       verification are true and accurate to the best of the  
4       attesting third party's knowledge and belief, that the  
5       attesting third party understands that the statements  
6       in the verification could be used in court, and that  
7       the attesting third party could be liable for perjury  
8       for making false statements in the verification.

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

13      (j) For the purposes of this part, "domestic violence"  
14      shall have the same meaning as "domestic abuse" as defined in  
15      section 586-1.

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





1        (b) Within three days of the receipt of the request in  
2 subsection (a), the landlord shall change the locks at the  
3 tenant's expense. If the landlord fails to act within the  
4 three-day period, the tenant may change the locks without the  
5 landlord's permission and shall give the landlord a key to the  
6 new locks.

7        (c) If the person who committed domestic violence against  
8 the tenant or immediate family member of the tenant is also a  
9 party to the rental agreement, the locks shall not be changed  
10 unless there is a court order requiring the person to vacate the  
11 dwelling unit and a copy of the order has been furnished to the  
12 landlord.

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

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

20        **§521-C Court order to vacate; domestic violence.** (a) If  
21 a court of competent jurisdiction, in an action relating to  
22 domestic violence, has ordered the person who committed domestic



1 violence against the tenant or immediate family member of the  
2 tenant to vacate the dwelling unit, upon issuance of the order,  
3 neither the landlord nor the tenant shall have any duty to:

4 (1) Allow the person access to the dwelling unit, unless  
5 the person is accompanied by a law enforcement  
6 officer; or

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

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

13 (c) The landlord shall return security deposits and  
14 prepaid rent recoverable under section 521-44 following the  
15 termination of the rental agreement and the surrender of the  
16 dwelling unit to the landlord.

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

20 SECTION 2. In codifying the new sections added by section  
21 1 of this Act, the revisor of statutes shall substitute



1 appropriate section numbers for the letters used in designating  
2 the new sections in this Act.

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

6 SECTION 4. New statutory material is underscored.

7 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 HD2)

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

