
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 of the tenant residing at the dwelling
9 unit has been the victim of domestic violence during the ninety
10 days preceding the date the notice of early termination is
11 provided to the landlord. The notice shall be given at least
12 fourteen days prior to the early termination date specified in
13 the notice, which shall be no more than one hundred four days
14 from the date of the most recent act of domestic violence. The
15 notice shall 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
18 member of the tenant as a result of the tenant or the



1 immediate family member of the tenant having been a
2 victim of domestic 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 of the tenant was a victim of domestic
6 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 of the tenant; 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 of the tenant resides, unless the person who committed the
18 domestic violence 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 under section 521-44 or prepaid rent 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 upon
5 termination of the rental agreement; provided that the
6 percentage of any security deposit to be returned
7 shall be determined by the court or by the parties in
8 writing; provided further that if there is no
9 determination made by the court or by the parties
10 regarding the percentage share of the security
11 deposit, the landlord shall be permitted to refund the
12 security deposit in equal shares to each tenant on the
13 rental agreement.

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

16 (1) Return a pro-rated share of all security deposits
17 recoverable by the terminating tenant under section
18 521-44 and prepaid rent recoverable by the terminating
19 tenant following the tenant's surrender of the
20 dwelling unit, except as otherwise provided in
21 subsection (c); provided that the landlord may
22 withhold a pro-rated amount of the security deposit



1 for payment of damages that the landlord has suffered
2 by reason of the terminating tenant's noncompliance
3 with section 521-51;

4 (2) Not assess any fee or penalty against the terminating
5 tenant for exercising any right granted under this
6 section; and

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

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

11 (B) The information is required or is relevant in a
12 judicial action;

13 (C) The information is being disclosed to an
14 attesting third party; or

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

16 (e) The landlord may recover from the person who committed
17 domestic violence against the tenant or tenant's immediate
18 family member actual damages resulting from the tenant's
19 exercise of rights under this section. In addition, if the
20 person who committed domestic violence is a party to the rental
21 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 least
6 five days in advance of the anticipated termination.

7 The landlord may evict the person if the person fails
8 to vacate the dwelling unit on the specified
9 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 of the tenant shall not be
18 entitled to any damages or other relief against the landlord or
19 tenant who complies with this section in good faith.

20 (h) Verification provided by the terminating tenant under
21 subsection (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 an
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 (j) For the purposes of this part, "domestic violence"
4 shall have the same meaning as "domestic abuse" as defined in
5 section 586-1.

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

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

19 (c) If the person who committed domestic violence against
20 the tenant or immediate family member of the tenant is also a
21 party to the rental agreement, the locks shall not be changed
22 unless there is a court order requiring the person to vacate the



1 dwelling unit and a copy of the order has been furnished to the
2 landlord.

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

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

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

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

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

20 (b) If the person is a party to the rental agreement, then
21 upon issuance of the court order requiring the person to vacate
22 the dwelling unit, the person's interest in the tenancy shall



1 terminate, and the landlord and tenant shall be entitled to any
2 actual damages resulting from that termination.

3 (c) Pursuant to section 521-A(b) and (c), the landlord
4 shall return security deposits recoverable under section 521-44
5 and recoverable prepaid rent following the termination of the
6 rental agreement and the surrender of the dwelling unit to the
7 landlord.

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

11 SECTION 2. In codifying the new sections added by section
12 1 of this Act, the revisor of statutes shall substitute
13 appropriate section numbers for the letters used in designating
14 the new sections in this Act.

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

18 SECTION 4. New statutory material is underscored.

19 SECTION 5. This Act shall take effect on November 1, 2015.

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Report Title:

Landlord-Tenant Code; Domestic Violence; Residential Rental Agreements; 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 violence. Takes effect 11/01/2015. (SD1)

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

