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# A BILL FOR AN ACT

RELATING TO THE LANDLORD-TENANT CODE.

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

1           SECTION 1. Section 521-68, Hawaii Revised Statutes, is  
2 amended to read as follows:  
3           "**§521-68 Landlord's remedies for failure by tenant to pay**  
4 **rent.** (a) A landlord or the landlord's agent may, any time  
5 after rent is due, demand payment thereof and notify the tenant  
6 in writing that unless payment is made within a time mentioned  
7 in the notice~~[r]~~ as provided in subsection (b), not less than  
8 ~~[five business]~~ fifteen calendar days after receipt thereof, the  
9 rental agreement will be terminated. If the tenant cannot be  
10 served with notice as required, notice may be given the tenant  
11 by posting the same in a conspicuous place on the dwelling  
12 unit~~[r]~~ and the notice will be deemed received on the date of  
13 posting. If the tenant remains in default, the landlord may  
14 thereafter bring a summary proceeding for possession of the  
15 dwelling unit or any other proper proceeding, action, or suit  
16 for possession~~[r]~~, subject to subsections (b) through (h). The  
17 notice required in this section need not be given if the action



1 is based on the breach of a mediated agreement or other  
2 settlement agreement.

3 (b) The fifteen calendar day notice shall provide the  
4 following:

5 (1) The name of the landlord or the landlord's agent and  
6 the landlord or landlord's agent's contact  
7 information, including, if possible, phone number,  
8 electronic mail address, and mailing address;

9 (2) The name and contact information of each tenant,  
10 including, if possible, phone number, electronic mail  
11 address, and mailing address;

12 (3) The monthly rental rate for the dwelling unit;

13 (4) The current amount of the rent due as of the date of  
14 the notice, including all rent paid from all sources;

15 (5) Whether the landlord or landlord's agent has applied  
16 for rental assistance or been contacted on behalf of  
17 the tenant by any agency providing rental assistance;

18 (6) That any rental assistance received by the landlord or  
19 landlord's agent has been credited to the tenant's  
20 account;



- 1        (7) That a copy of the fifteen calendar day notice shall  
2        be provided to the appropriate mediation center in  
3        accordance with subsection (d) in order for the  
4        mediation center to contact the landlord and tenant to  
5        attempt to schedule a mediation;
- 6        (8) That the mediation center will provide proof to the  
7        landlord that the notice was received and confirmation  
8        of the scheduled date of mediation;
- 9        (9) That the landlord or landlord's agent may file an  
10       action for summary possession if the rent due is not  
11       paid and if mediation is not scheduled within fifteen  
12       calendar days, regardless of whether the scheduled  
13       mediation session occurs within the fifteen calendar  
14       days, after receipt of the fifteen calendar day  
15       notice;
- 16       (10) A warning in bold typeface print that:
- 17       (A) If mediation is not scheduled within fifteen  
18       calendar days after receipt of the notice,  
19       regardless of whether the scheduled mediation  
20       session occurs within the fifteen calendar day  
21       period, then the landlord may file an action for



1                   summary possession after the expiration of the  
2                   fifteen calendar day period;

3           (B) If mediation is scheduled before the expiration  
4           of the fifteen calendar day period, regardless of  
5           whether the scheduled mediation session occurs  
6           within the fifteen calendar day period, then the  
7           landlord cannot file an action for summary  
8           possession until thirty calendar days after  
9           receipt of the fifteen calendar day notice; and

10           (C) If the fifteen calendar day notice is mailed,  
11           receipt of notice shall be deemed to be two days  
12           after the date of the postmark;

13           (11) Notice that the eviction may be subject to additional  
14           requirements and protections under state or federal  
15           law and that the tenant should seek the tenant's own  
16           legal advice; and

17           (12) That the landlord or landlord's agent shall engage in  
18           mediation if mediation is scheduled.

19           If the fifteen calendar day notice is mailed, receipt of the  
20           notice shall be deemed to be two days after the date of the  
21           postmark.



1        (c) The fifteen calendar day notice required under this  
2 section may be substantially in the following form:

3        "I, \_\_\_\_\_, am the landlord or landlord's  
4 agent for the property at \_\_\_\_\_ and the contact  
5 information of the landlord or landlord's agent is:

6 \_\_\_\_\_.

7        The tenant(s) are: \_\_\_\_\_ and the contact  
8 information of the tenant(s) is: \_\_\_\_\_.

9        Under the terms of the lease for the property, you are  
10 obligated to pay rent of \$ \_\_\_\_\_ per  
11 \_\_\_\_\_.

12        The current amount of rent due as of the date of this  
13 notice is \$ \_\_\_\_\_.

14        I applied to, or was notified that you applied to,  
15 \_\_\_\_\_ (names of programs or agencies) for rental  
16 assistance with respect to rent. Any rental assistance received  
17 has already been included in calculating the amount stated in  
18 the preceding sentence.

19        As required under section 521-68, Hawaii Revised Statutes,  
20 this notice is also being sent to \_\_\_\_\_  
21 (appropriate mediation center) and they will contact you to



1 schedule mediation regarding the nonpayment of rent. You may  
2 also contact this mediation center to schedule mediation and the  
3 contact information of the mediation center is:

4 \_\_\_\_\_

5 IF MEDIATION IS NOT SCHEDULED WITHIN FIFTEEN (15) CALENDAR  
6 DAYS AFTER RECEIPT OF THIS NOTICE, REGARDLESS OF WHETHER THE  
7 SCHEDULED MEDIATION SESSION OCCURS WITHIN THE FIFTEEN (15)  
8 CALENDAR DAY PERIOD, THEN THE LANDLORD MAY FILE AN ACTION FOR  
9 SUMMARY POSSESSION AFTER THE EXPIRATION OF THE FIFTEEN (15)  
10 CALENDAR DAY PERIOD. HOWEVER, IF YOU DO SCHEDULE MEDIATION  
11 BEFORE THE EXPIRATION OF THE FIFTEEN (15) CALENDAR DAY PERIOD,  
12 REGARDLESS OF WHETHER THE SCHEDULED MEDIATION SESSION OCCURS  
13 WITHIN THE FIFTEEN (15) CALENDAR DAY PERIOD, THEN THE LANDLORD  
14 MAY NOT FILE AN ACTION FOR SUMMARY POSSESSION UNTIL THE  
15 EXPIRATION OF THIRTY (30) CALENDAR DAYS AFTER RECEIPT OF THIS  
16 NOTICE. IF THIS FIFTEEN (15) CALENDAR DAY NOTICE IS MAILED, THE  
17 RECEIPT OF THE NOTICE IS DEEMED TO HAVE OCCURRED TWO DAYS AFTER  
18 THE DATE OF THE POSTMARK. IF THIS NOTICE WAS POSTED ON YOUR  
19 PREMISES, RECEIPT IS DEEMED TO HAVE OCCURRED ON THE DATE OF  
20 POSTING.



1       If we reach an agreement before the filing of an action for  
2 summary possession, whether through mediation or otherwise, then  
3 I will not bring an action for summary possession against you,  
4 except as provided in any agreement we may reach. I will be  
5 required to note the status of our mediation or settlement  
6 effort and proof of my sending this notice to the mediation  
7 center in the action for summary possession.

8       PLEASE BE AWARE THAT WE MAY BOTH BE SUBJECT TO ADDITIONAL  
9 STATE OR FEDERAL REQUIREMENTS OR PROGRAMS REGARDING EVICTION AT  
10 THE TIME OF THIS NOTICE. YOU ARE ENCOURAGED TO SEEK YOUR OWN  
11 LEGAL ADVICE AS TO YOUR RIGHTS AND RESPONSIBILITIES.

12       As landlord, I must engage in mediation with you, if you  
13 choose to schedule mediation.

14       (Date of notice and signature)"

15       (d) Landlords or their agents shall provide the fifteen  
16 calendar day notice to mediation centers that offer free  
17 mediation for residential landlord-tenant matters. The  
18 mediation center shall contact the landlord or landlord's agent  
19 and the tenant to schedule the mediation. If a tenant schedules  
20 mediation within the fifteen calendar day period, regardless of  
21 whether the scheduled mediation session occurs within the



1 fifteen day period, the landlord shall not file a summary  
2 proceeding for possession until the expiration of thirty  
3 calendar days from the date of receipt of the notice. If the  
4 tenant schedules mediation, the landlord shall participate.

5 (e) The summary possession complaint for nonpayment of  
6 rent shall include:

7 (1) A document from the mediation center verifying that  
8 shows proof that the landlord provided a copy of the  
9 fifteen-calendar day notice to the mediation center;

10 (2) A statement as to whether the landlord or landlord's  
11 agent and tenant have participated in, or will  
12 participate in, any scheduled mediation; and

13 (3) If mediation is pending, the date on which the  
14 mediation is scheduled.

15 (f) If the mediation has not occurred or been scheduled  
16 for a future date, as of the return hearing date on the summary  
17 possession complaint, the court may, in its discretion, based on  
18 a finding of good cause, order a separate mediation.

19 (g) If there is any defect in the fifteen calendar day  
20 notice provided by the landlord that is not intentional or the  
21 court determines the defect is not material, the court may allow





1 the landlord to cure the defect without dismissing the action  
2 for summary possession.

3 (h) No landlord may bring a summary proceeding for  
4 possession for a tenant's failure to pay rent except pursuant to  
5 this section and as follows:

6 (1) Beginning on the first day after the expiration date  
7 of the final eviction moratorium imposed pursuant to a  
8 state of emergency proclamation related to the  
9 COVID-19 emergency issued by the governor through the  
10 thirtieth day after the expiration date, the rent due  
11 shall be equal to or greater than four months' rent;

12 (2) Beginning on the thirty-first day after the expiration  
13 date of the final eviction moratorium through the  
14 ninety-first day after the expiration date, the rent  
15 due shall be equal to or greater than three months'  
16 rent;

17 (3) Beginning on the ninety-second day after the  
18 expiration date of the final eviction moratorium  
19 through the one hundred fifty-second day after the  
20 expiration date, the rent due shall be equal to or  
21 greater than two months' rent; and





1 subsequently renewed or extended on or after the effective date  
2 of this Act shall comply with the requirements of this Act.

3 SECTION 4. Statutory material to be repealed is bracketed  
4 and stricken. New statutory material is underscored.

5 SECTION 5. This Act shall take effect on January 1, 2050;  
6 provided that this Act shall be repealed one year after the  
7 expiration date of the final eviction moratorium imposed  
8 pursuant to a state of emergency proclamation related to the  
9 COVID-19 pandemic and issued by the governor and section 521-68,  
10 Hawaii Revised Statutes, shall be reenacted in the form in which  
11 it read on the day prior to the effective date of this Act.



**Report Title:**

Housing; Landlord-Tenant Code; Remedies; Notice; Failure to Pay Rent; Appropriation

**Description:**

Extends the period for a notice of summary possession from five days to fifteen. Requires landlords to enter into mediation and delays when a landlord may seek possession of a dwelling unit if the tenant schedules or attempts to schedule mediation. Requires landlords to provide the notice to mediation centers that offer free mediation for residential landlord-tenant disputes. Restricts when a landlord may exercise these remedies depending on the amount of rent due. Appropriates funds for the judiciary to contract for mediation services. Repeals one year after the expiration date of the final eviction moratorium imposed pursuant to a COVID-19 state of emergency proclamation. Effective 1/1/2050. (HD2)

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

