
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. The legislature finds that, due to the
2 coronavirus disease 2019 (COVID-19) pandemic, tens of thousands
3 of Hawaii residents have lost their jobs and have been unable to
4 pay their rent. The governor has issued proclamations related
5 to the COVID-19 emergency to provide protections for tenants
6 struggling to pay rent during this time, including an eviction
7 moratorium that prohibits any eviction from a residential
8 dwelling unit for failure to pay rent. The legislature finds,
9 however, that while this moratorium has been extended at various
10 times throughout the course of the COVID-19 pandemic, at some
11 point, the eviction moratorium will expire. Therefore, a
12 balanced approach is needed to encourage communications and
13 facilitate mediation between landlords and tenants to help
14 reduce the large number of summary possession cases that are
15 expected to follow the expiration of certain COVID-19 emergency
16 proclamations.



- 1 Accordingly, the purpose of this Act is to:
- 2 (1) Extend the period for a notice of termination of the
- 3 rental agreement from five days to fifteen calendar
- 4 days;
- 5 (2) Require landlords to engage in mediation and delay
- 6 filing an action for summary possession if a tenant
- 7 schedules or attempts to schedule a mediation;
- 8 (3) Require landlords to provide specific information in
- 9 the fifteen-calendar day notice to tenants, which
- 10 shall also be provided to a mediation center that
- 11 offers free mediation for residential landlord-tenant
- 12 disputes;
- 13 (4) Restrict when a landlord may exercise remedies,
- 14 depending on the number of days that have elapsed
- 15 following the expiration of the governor's eviction
- 16 moratorium and the amount of rent due; and
- 17 (5) Repeal these amendments made to Hawaii's residential
- 18 landlord-tenant code one year after the expiration of
- 19 the governor's final eviction moratorium or
- 20 December 31, 2022, whichever is sooner.



1 SECTION 2. 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]~~ shall be terminated. If the tenant
10 cannot be served with notice as required, notice may be given to
11 the tenant by posting the same in a conspicuous place on the
12 dwelling unit[-], and the notice shall be deemed received on the
13 date of posting. If the tenant remains in default, the landlord
14 may thereafter bring a summary proceeding for possession of the
15 dwelling unit or any other proper proceeding, action, or suit
16 for possession~~[-]~~, subject to subsections (b) through (g). The
17 notice required in this section need not be given if the action
18 is based on the breach of a mediated agreement or other
19 settlement agreement.

20 (b) The fifteen-calendar day notice shall provide, at a
21 minimum, the following:



- 1 (1) The name of the landlord or the landlord's agent and
2 the landlord's or landlord's agent's contact
3 information, including, if possible, phone number,
4 electronic mail address, and mailing address;
- 5 (2) The address of the dwelling unit subject to the rental
6 agreement;
- 7 (3) The name and contact information of each tenant,
8 including, if possible, phone number, electronic mail
9 address, and mailing address;
- 10 (4) The monthly rental rate of the dwelling unit;
- 11 (5) The current amount of the rent due as of the date of
12 the notice, after applying all rent paid from all
13 sources;
- 14 (6) Whether the landlord or landlord's agent has applied
15 for rental assistance or been contacted on behalf of
16 the tenant by any agency providing rental assistance;
- 17 (7) That any rental assistance received by the landlord or
18 landlord's agent has been credited to the tenant's
19 amount due;
- 20 (8) That a copy of the fifteen-calendar day notice being
21 provided to the tenant is also being provided to the



1 mediation center to be identified by the landlord and,
2 in accordance with subsection (c), in order for the
3 mediation center to contact the landlord and tenant to
4 attempt to schedule a mediation regarding the
5 nonpayment of rent;

6 (9) That the mediation center will provide proof to the
7 landlord that the notice was received and provide
8 confirmation of the scheduled date and time of
9 mediation;

10 (10) That the landlord or landlord's agent may file an
11 action for summary possession if the rent due is not
12 paid and if mediation is not scheduled within
13 fifteen calendar days after the tenant's receipt of
14 the fifteen-calendar day notice, regardless of whether
15 the scheduled mediation session occurs within the
16 fifteen calendar days;

17 (11) A warning in bold typeface print that says: "If
18 mediation is not scheduled within fifteen calendar
19 days after receipt of the notice, regardless of
20 whether the scheduled mediation session occurs within
21 the fifteen-calendar day period, then the landlord may



1 file an action for summary possession after the
2 expiration of the fifteen-calendar day period. If
3 mediation is scheduled before the expiration of the
4 fifteen-calendar day period, regardless of whether the
5 scheduled mediation session occurs within the
6 fifteen calendar days, then the landlord shall only
7 file an action for summary possession after the
8 expiration of thirty calendar days following the
9 tenant's receipt of the fifteen-calendar day notice.
10 If the fifteen-calendar day notice was mailed, receipt
11 of notice shall be deemed to be two days after the
12 date of the postmark. If the fifteen-calendar day
13 notice was posted on the premises, receipt of notice
14 shall be deemed to be the date of posting. If an
15 agreement is reached before the filing of an action
16 for summary possession, whether through mediation or
17 otherwise, then the landlord shall not bring an action
18 for summary possession against the tenant, except as
19 provided in any agreement that may be reached. The
20 landlord shall be required to note the status of the
21 mediation or settlement effort and proof of sending or



1 posting the fifteen-calendar day notice to the
2 mediation center in the action for summary
3 possession.";

4 (12) Notice that the eviction may be subject to additional
5 requirements and protections under state or federal
6 law and that the tenant is encouraged to seek the
7 tenant's own legal advice regarding their rights and
8 responsibilities; and

9 (13) That the landlord or landlord's agent shall engage in
10 mediation if mediation is scheduled.

11 (c) Landlords or their agents shall provide the
12 fifteen-calendar day notice to a mediation center that offers
13 free mediation for residential landlord-tenant matters. The
14 mediation center shall contact the landlord or landlord's agent
15 and the tenant to schedule the mediation. If a tenant schedules
16 mediation within the fifteen-calendar day period, regardless of
17 whether the scheduled mediation session occurs within the
18 fifteen-day period, the landlord shall only file a summary
19 proceeding for possession after the expiration of
20 thirty calendar days from the date of receipt of the notice. If
21 the tenant schedules mediation, the landlord shall participate.



1 (d) The summary possession complaint for nonpayment of
2 rent shall include:

3 (1) A document or documents from the mediation center
4 verifying that the landlord provided a copy of the
5 required fifteen-calendar day notice to the mediation
6 center;

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

10 (3) If mediation is pending, the date on which the
11 mediation is scheduled.

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

17 (f) If there is any defect in the fifteen-calendar day
18 notice described in subsection (b) provided by the landlord and
19 the court determines the defect was unintentional and
20 immaterial, the court may allow the landlord to cure the defect
21 without dismissing the action for summary possession.



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

4 (1) Beginning on the first day after the expiration date
5 of the final eviction moratorium through the
6 thirtieth day after the expiration date of the final
7 eviction moratorium, the rent due shall be equal to or
8 greater than four months' rent;

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

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

20 (4) Beginning on the one hundred fifty-third day after the
21 expiration date of the final eviction moratorium



1 through the three hundred sixty-fifth day after the
2 expiration day of the final eviction moratorium, the
3 rent due shall be equal to or greater than one month's
4 rent.

5 For purposes of this section, "final eviction moratorium"
6 means an emergency proclamation or supplementary proclamation,
7 or any extension thereof, issued by the governor and related to
8 the coronavirus disease 2019 pandemic, that prohibits any
9 eviction from a residential dwelling for a failure to pay rent.

10 [~~(b)~~] (h) A landlord or the landlord's agent may bring an
11 action for rent alone at any time after the landlord has
12 demanded payment of past due rent and notified the tenant of the
13 landlord's intention to bring [~~such an~~] the action."

14 SECTION 3. There is appropriated out of the American
15 Rescue Plan Act of 2021, section 3201, Emergency Rental
16 Assistance, Housing Stability Services funds, allocated to the
17 State of Hawaii in the sum of \$3,545,000 but not more than
18 ten per cent of the funds received under the Emergency Rental
19 Assistance or so much thereof as may be necessary for fiscal
20 year 2021-2022, to be allocated as follows:

21 (1) \$490,000 to the county of Hawaii;



1 (2) \$245,000 to the county of Kauai;
2 (3) \$710,000 to the county of Maui; and
3 (4) \$2,100,000 to the city and county of Honolulu,
4 to contract for services as permissible by this Act and the
5 guidance published by the United States Treasury for Emergency
6 Rental Assistance.

7 The sum appropriated shall be expended by each county for
8 the purposes of this Act.

9 SECTION 4. There is appropriated out of the American
10 Rescue Plan Act of 2021, section 9901, Coronavirus State and
11 Local Fiscal Recovery Fund, allocated to the State of Hawaii in
12 the sum of \$505,000 or so much thereof as may be necessary for
13 fiscal year 2021-2022, to be allocated as follows:

14 (1) \$69,000 to the county of Hawaii;
15 (2) \$36,000 to the county of Kauai;
16 (3) \$100,000 to the county of Maui; and
17 (4) \$300,000 to the city and county of Honolulu,
18 to contract for services as permissible by this Act and the
19 guidance published by the United States Treasury to assist
20 households that do not qualify under American Rescue Plan Act



1 of 2021, section 3201, Emergency Rental Assistance, Housing
2 Stability Services funds.

3 The sum appropriated shall be expended by each county for
4 the purposes of this Act.

5 SECTION 5. This Act does not affect rights and duties that
6 matured, penalties that were incurred, and proceedings that were
7 begun before its effective date; provided that any contract in
8 effect prior to the effective date of this Act that is
9 subsequently renewed or extended on or after the effective date
10 of this Act shall comply with the requirements of this Act.

11 SECTION 6. Statutory material to be repealed is bracketed
12 and stricken. New statutory material is underscored.

13 SECTION 7. This Act shall take effect upon approval;
14 provided that the governor shall notify the chief justice,
15 legislature, and revisor of statutes no later than twenty days
16 prior to the expiration of the final eviction moratorium
17 identified in section 2 of this Act, that the governor will not
18 be issuing any further eviction moratoriums in response to the
19 COVID-19 pandemic. On December 31, 2022, or upon the one year
20 anniversary of the expiration date identified by the governor,
21 whichever is sooner:



- 1 (1) All provisions of this Act except sections 3 and 4
2 shall be repealed; and
3 (2) Section 521-68, Hawaii Revised Statutes, shall be
4 reenacted in the form in which it read on the day
5 prior to the effective date of this Act.



Report Title:

Housing; Landlord-tenant Code; Remedies; Notice; Failure to Pay Rent; Mediation; COVID-19 Pandemic; Appropriation

Description:

Extends the required period for a notice of termination of the rental agreement from five days to fifteen days. Requires landlords to provide notice with specified terms and enter into mediation. 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 of termination of the rental agreement to a mediation center that offers free mediation for residential landlord-tenant disputes. Restricts when a landlord may exercise these remedies depending on the amount of rent due. Appropriates funds. Repeals certain provisions one year after expiration of the governor's final eviction moratorium emergency supplementary proclamation related to the coronavirus disease 2019 pandemic or 12/31/2022, whichever is sooner. (CD1)

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

