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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. The legislature finds that, due to wildfires on  
2 Maui during 2023, thousands of Hawaii residents have lost their  
3 jobs and have been unable to pay their rent. The governor has  
4 issued proclamations relating to wildfires to provide  
5 protections for tenants struggling to pay rent during this time,  
6 including an eviction moratorium that prohibits any eviction  
7 from a residential dwelling unit for failure to pay rent. The  
8 legislature finds, however, that the eviction moratorium will  
9 expire. Therefore, a balanced approach is needed to encourage  
10 communications and facilitate mediation between landlords and  
11 tenants to help reduce the large number of summary possession  
12 proceedings that are expected to follow the expiration of  
13 certain wildfire proclamations.

14           Accordingly, the purpose of this Act is to:

15           (1) Extend the notice period for summary possession  
16                 proceedings from five days to fifteen days for failure  
17                 to pay rent;



1 (2) Require landlords to provide the notice to mediation  
2 centers;

3 (3) Require landlords to enter into mediation if scheduled  
4 by a tenant, which will delay when a landlord may file  
5 an action for summary possession except in cases where  
6 a tenant cancels the mediation or does not appear; and

7 (4) Restrict when landlord remedies are available  
8 depending on the amount of rent due.

9 SECTION 2. Chapter 521, Hawaii Revised Statutes, is  
10 amended by adding a new section to be appropriately designated  
11 and to read as follows:

12 **"§521- Pre-litigation mediation for tenancies subject**  
13 **to certain emergency proclamations.** (a) This section shall  
14 apply to any tenancy subject to suspension of sections 521-68  
15 and 521-71 and chapter 666, under emergency proclamations issued  
16 by the governor and relating to wildfires when it becomes  
17 legally permissible to terminate a residential tenancy for  
18 nonpayment of rent.

19 (b) A landlord or the landlord's agent, any time after  
20 rent is due, may demand payment thereof and notify the tenant in  
21 writing that unless payment is made within a time period



1 mentioned in the notice as provided in subsection (c), not less  
2 than fifteen calendar days after receipt thereof, the rental  
3 agreement shall be terminated. If the tenant cannot be served  
4 with notice as required, notice may be given to the tenant by  
5 posting the same in a conspicuous place on the dwelling unit,  
6 and the notice shall be deemed received on the date of posting.  
7 If the tenant remains in default, the landlord may thereafter  
8 bring a summary proceeding for possession of the dwelling unit  
9 or any other proper proceeding, action, or suit for possession,  
10 subject to subsections (c) through (j). The notice required in  
11 this section need not be given if the action is based on the  
12 breach of a mediated agreement or other settlement agreement.

13 (c) The fifteen-calendar-day notice shall provide, at a  
14 minimum, the following:

15 (1) The name of the landlord or the landlord's agent and  
16 the landlord's or landlord's agent's contact  
17 information, including, if possible, phone number,  
18 electronic mail address, and mailing address;

19 (2) The address of the dwelling unit subject to the rental  
20 agreement;



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



1       (9) That the mediation center will provide proof to the  
2       landlord that the notice was received and provide  
3       confirmation of the scheduled date and time of  
4       mediation;

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

12       (11) A warning in bold typeface print that says: "If  
13       mediation is not scheduled within fifteen calendar  
14       days after receipt of the notice, regardless of  
15       whether the scheduled mediation session occurs within  
16       the fifteen-calendar-day period, then the landlord may  
17       file an action for summary possession after the  
18       expiration of the fifteen-calendar-day period. If  
19       mediation is scheduled before the expiration of the  
20       fifteen-calendar-day period, regardless of whether the  
21       scheduled mediation session occurs within the fifteen



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



1           notice to the mediation center in the action for  
2           summary possession.";

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

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

10           (d) Landlords or their agents shall provide the fifteen-  
11 calendar-day notice to any mediation center funded by the State  
12 that offers free mediation for residential landlord-tenant  
13 matters. The mediation center shall contact the landlord or  
14 landlord's agent and the tenant to schedule the mediation. The  
15 mediation center shall offer to facilitate the mediation using  
16 remote means, such as video conferencing, telephone, or other  
17 similar means, and shall not require in-person mediation. If a  
18 tenant schedules mediation within the fifteen-calendar-day  
19 period, regardless of whether the scheduled mediation session  
20 occurs within the fifteen day period, the landlord shall only  
21 file a summary proceeding for possession after the expiration of



1 thirty calendar days from the date of receipt of the notice. If  
2 the tenant schedules mediation, the landlord shall participate.  
3 If the tenant schedules, but then cancels, a mediation, or if  
4 the tenant does not appear at the scheduled mediation, the  
5 landlord may file the action for summary possession immediately  
6 and shall not be required to wait for the expiration of the  
7 thirty calendar days.

8 (e) The summary possession complaint for nonpayment of  
9 rent shall include:

10 (1) A document or documents from the mediation center  
11 verifying that the landlord provided a copy of the  
12 required fifteen-calendar-day notice to the mediation  
13 center;

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

17 (3) If mediation is pending, the date on which the  
18 mediation is scheduled.

19 (f) If the mediation has not occurred as of, or been  
20 scheduled for a future date after, the return hearing date on  
21 the summary possession complaint, the court, in its discretion





1 and based on a finding of good cause, may order a separate  
2 mediation.

3 (g) If the mediation has occurred as of the return hearing  
4 date on the summary possession complaint, the court, in its  
5 discretion and based on a finding of good cause, may order a  
6 separate mediation.

7 (h) If there is any defect in the fifteen-calendar-day  
8 notice described in subsection (c) provided by the landlord and  
9 the court determines the defect was unintentional and  
10 immaterial, the court may allow the landlord to cure the defect  
11 without dismissing the action for summary possession.

12 (i) No landlord may bring an action for summary possession  
13 for possession for a tenant's failure to pay rent except  
14 pursuant to this section and as follows:

15 (1) Beginning on the first day after the expiration date  
16 of the final eviction moratorium through the  
17 thirtieth day after the expiration date of the final  
18 eviction moratorium, the rent due shall be equal to or  
19 greater than four months of rent;

20 (2) Beginning on the thirty-first day after the expiration  
21 date of the final eviction moratorium through the



1           ninety-first day after the expiration date of the  
2           final eviction moratorium, the rent due shall be equal  
3           to or greater than three months of rent;

4           (3) Beginning on the ninety-second day after the  
5           expiration date of the final eviction moratorium  
6           through the one hundred fifty-second day after the  
7           expiration date of the final eviction moratorium, the  
8           rent due shall be equal to or greater than two months  
9           of rent; and

10          (4) Beginning on the one hundred fifty-third day after the  
11          expiration date of the final eviction moratorium  
12          through the three hundred sixty-fifth day after the  
13          expiration day of the final eviction moratorium, the  
14          rent due shall be equal to or greater than one month  
15          rent.

16          For purposes of this subsection, "final eviction  
17          moratorium" means an emergency proclamation or supplementary  
18          proclamation, or any extension thereof, issued by the governor  
19          and relating to wildfires, that prohibits any eviction from a  
20          residential dwelling for a failure to pay rent, and either is  
21          not intended to be renewed by the governor or, if renewed or



1 extended, is not intended to include any prohibition related to  
 2 evictions from a residential dwelling unit for failure to pay  
 3 rent; provided that nothing in this section shall prevent the  
 4 governor from either renewing or issuing a new emergency  
 5 proclamation that contains a prohibition against eviction from a  
 6 residential dwelling for failure to pay rent if that intention  
 7 should change.

8 (j) Each tenant and landlord shall be responsible for  
 9 bearing the party's own costs, including attorney's fees,  
 10 relating to the mediation.

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

15 SECTION 3. The suspension of sections 521-68 and 521-71,  
 16 Hawaii Revised Statutes, and chapter 666, Hawaii Revised  
 17 Statutes, under the various proclamations issued by the governor  
 18 and relating to wildfires may continue until termination of the  
 19 proclamation by the governor or expiration of the proclamation.

20 SECTION 4. There is appropriated out of the general  
 21 revenues of the State of Hawaii the sum of \$ or so



1 much thereof as may be necessary for fiscal year 2024-2025 for  
2 the judiciary to contract for mediation services required by  
3 this Act.

4 The sum appropriated shall be expended by the judiciary for  
5 the purposes of this Act.

6 SECTION 5. In accordance with section 9 of article VII, of  
7 the Constitution of the State of Hawaii and sections 37-91 and  
8 37-93, Hawaii Revised Statutes, the legislature has determined  
9 that the appropriation contained in this Act will cause the  
10 state general fund expenditure ceiling for fiscal year 2024-2025  
11 to be exceeded by \$ , or per cent. The reasons  
12 for exceeding the general fund expenditure ceiling are that the  
13 appropriation made in this Act is necessary to serve the public  
14 interest and to meet the needs provided for by this Act.

15 SECTION 6. 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; provided that any contract in  
18 effect prior to the effective date of this Act that is  
19 subsequently renewed or extended on or after the effective date  
20 of this Act shall comply with the requirements of this Act.



1           SECTION 7. This Act shall not be applied so as to impair  
2 any contract existing as of the effective date of this Act in a  
3 manner violative of either the Constitution of the State of  
4 Hawaii or article I, section 10, of the United States  
5 Constitution.

6           SECTION 8. New statutory material is underscored.

7           SECTION 9. This Act shall take effect on July 1, 3000;  
8 provided that the governor shall notify the chief justice,  
9 legislature, and revisor of statutes no later than twenty days  
10 prior to the expiration of the final eviction moratorium  
11 identified in section 2 of this Act, that the governor will not  
12 issue any further eviction moratoria in response to the  
13 wildfires; provided further that section 2 of this Act shall  
14 take effect on the date of the expiration of the final eviction  
15 moratorium identified in section 2 of this Act.



**Report Title:**

Landlord-Tenant Code; Summary Possession Proceedings; Notice;  
Mediation; Wildfires; Moratorium; Emergency Proclamation;  
Appropriation; Expenditure Ceiling

**Description:**

Extends the notice period for summary possession proceedings from five days to fifteen days for failure to pay rent. Requires landlords to provide the notice to mediation centers. Requires landlords to enter into mediation if scheduled by a tenant, which will delay when a landlord may file an action for summary possession except in cases where a tenant cancels the mediation or does not appear. Restricts when landlord remedies are available depending on the amount of rent due. Appropriates funds. Effective 7/1/3000. (HD1)

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

