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# A BILL FOR AN ACT

RELATING TO EVICTION MEDIATION.

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

1 PART I

2 SECTION 1. The legislature finds that, due to wildfires on  
3 Maui during 2023, thousands of Hawaii residents have lost their  
4 jobs and have been unable to pay their rent. The governor has  
5 issued proclamations relating to wildfires to provide  
6 protections for tenants struggling to pay rent during this time,  
7 including an eviction moratorium that prohibits any eviction  
8 from a residential dwelling unit for failure to pay rent. The  
9 legislature finds, however, that the eviction moratorium will  
10 expire. Therefore, a balanced approach is needed to encourage  
11 communications and facilitate mediation between landlords and  
12 tenants to help reduce the large number of summary possession  
13 cases that are expected to follow the expiration of certain  
14 wildfire proclamations.

15 Accordingly, the purpose of this Act is to:

- 16 (1) Establish a procedure that requires those landlords to  
17 engage in mediation and delay filing an action for



1 summary possession if a tenant schedules or attempts  
2 to schedule a mediation, and restricts when those  
3 landlords may exercise certain remedies;

4 (2) Require tenants and landlords to be responsible for  
5 their own attorney's fees and costs related to  
6 pre-litigation mediation;

7 (3) Establish an emergency rent relief program available  
8 to participants in pre-litigation mediation to provide  
9 resources that will help tenants avoid eviction and  
10 maintain stable tenancies; and

11 (4) Appropriate funds.

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

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



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

16        (c) The fifteen calendar day notice shall provide, at a  
17 minimum, the following information:

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



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



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



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



1 be required to note the status of the mediation or  
2 settlement effort and proof of sending or posting the  
3 fifteen calendar day notice to the mediation center in  
4 the action for summary possession.";

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

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

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



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

10 (e) The summary possession complaint for nonpayment of  
11 rent shall include:

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

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

19 (3) If mediation is pending, the date on which the  
20 mediation is scheduled.





1        (f) If the mediation has not occurred as of, or been  
2 scheduled for a future date after, the return hearing date on  
3 the summary possession complaint, the court, in its discretion  
4 and based on a finding of good cause, may order a separate  
5 mediation.

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

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

15       (i) No landlord may bring a summary proceeding for  
16 possession for a tenant's failure to pay rent except pursuant to  
17 this section and as follows:

18       (1) Beginning on the first day after the expiration date  
19 of the final eviction moratorium through the  
20 thirtieth day after the expiration date of the final



- 1           eviction moratorium, the rent due shall be equal to or  
2           greater than four months of rent;
- 3           (2) Beginning on the thirty-first day after the expiration  
4           date of the final eviction moratorium through the  
5           ninety-first day after the expiration date of the  
6           final eviction moratorium, the rent due shall be equal  
7           to or greater than three months of rent;
- 8           (3) Beginning on the ninety-second day after the  
9           expiration date of the final eviction moratorium  
10           through the one hundred fifty-second day after the  
11           expiration date of the final eviction moratorium, the  
12           rent due shall be equal to or greater than two months  
13           of rent; and
- 14           (4) Beginning on the one hundred fifty-third day after the  
15           expiration date of the final eviction moratorium  
16           through the three hundred sixty-fifth day after the  
17           expiration day of the final eviction moratorium, the  
18           rent due shall be equal to or greater than one month  
19           rent.



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

4        (k) A landlord or the landlord's agent may bring an action  
5 for rent alone at any time after the landlord has demanded  
6 payment of past due rent and notified the tenant of the  
7 landlord's intention to bring such an action.

8        (l) For purposes of this section, "final eviction  
9 moratorium" means an emergency proclamation or supplementary  
10 proclamation, or any extension thereof, issued by the governor  
11 and relating to wildfires, that prohibits any eviction from a  
12 residential dwelling for a failure to pay rent, and either is  
13 not renewed by the governor or, if renewed or extended, does not  
14 include any prohibition related to evictions from a residential  
15 dwelling unit for failure to pay rent; provided that nothing in  
16 this section shall prevent the governor from either reinstating  
17 or issuing a new emergency proclamation that contains a  
18 prohibition against eviction from a residential dwelling for  
19 failure to pay rent."

20        SECTION 3. The suspension of sections 521-68 and 521-71,  
21 Hawaii Revised Statutes, and chapter 666, Hawaii Revised



1 Statutes, under the various proclamations issued by the governor  
2 and relating to wildfires may continue until termination of the  
3 proclamation by the governor or expiration of the proclamation.

4 SECTION 4. There is appropriated out of the general  
5 revenues of the State of Hawaii the sum of \$ or so  
6 much thereof as may be necessary for fiscal year 2024-2025 for  
7 the judiciary to contract for mediation services required by  
8 this Act.

9 The sum appropriated shall be expended by the judiciary for  
10 the purposes of this Act.

11 PART II

12 SECTION 5. (a) There shall be established within the  
13 Hawaii public housing authority an emergency rent relief program  
14 available only to participants in pre-litigation mediation  
15 pursuant to section 521- , Hawaii Revised Statutes, as added  
16 by this Act, to provide resources that will help tenants avoid  
17 eviction and maintain stable tenancies.

18 (b) Participants in the emergency rent relief program  
19 shall be eligible to receive rent relief payments after  
20 completing mediation. A participant shall be limited to



1 receiving a maximum of \$ \_\_\_\_\_ under the program and may  
2 elect to receive one of the following forms of payment:

3 (1) A one-time payment of \$ \_\_\_\_\_ to be used for back  
4 rent, plus an additional four monthly payments of  
5 \$ \_\_\_\_\_ ; or

6 (2) Ten monthly payments of \$ \_\_\_\_\_ .

7 (c) The total amount of payments made to participants each  
8 fiscal year under the emergency rent relief program shall not  
9 exceed \$ \_\_\_\_\_ .

10 (d) The Hawaii public housing authority may enter into  
11 memoranda of agreement with the counties or qualified non-profit  
12 organizations, as necessary, to implement this section.

13 (e) The Hawaii public housing authority shall be exempt  
14 from chapter 103D, Hawaii Revised Statutes, in selecting a  
15 qualified non-profit organization to administer the emergency  
16 rent relief program and shall, without regard to chapter 91,  
17 Hawaii Revised Statutes, establish rules and qualification  
18 standards for the emergency rent relief program; provided that  
19 the rules, at a minimum, shall prohibit a tenant from  
20 participating in the emergency rent relief program more than  
21 once.



1 SECTION 6. There is appropriated out of the general  
2 revenues of the State of Hawaii the sum of \$ or so  
3 much thereof as may be necessary for fiscal year 2024-2025:

- 4 (1) For an emergency rent relief program to be made  
5 available only to participants in the pre-litigation  
6 mediation pilot program, pursuant to section 521- ,  
7 Hawaii Revised Statutes, as added by section 2 of this  
8 Act, for the purposes of avoiding eviction and  
9 maintaining stable tenancies; and
- 10 (2) To fund the cost of administering the emergency rent  
11 relief program, including administrative and  
12 monitoring expenses incurred by the Hawaii public  
13 housing authority and the nonprofit organization  
14 acting as the intermediary recipient.

15 The sum appropriated shall be expended by the Hawaii public  
16 housing authority for the purposes of this Act.

17 PART III

18 SECTION 7. In accordance with section 9 of article VII, of  
19 the Constitution of the State of Hawaii and sections 37-91 and  
20 37-93, Hawaii Revised Statutes, the legislature has determined  
21 that the appropriation contained in this Act will cause the



1 state general fund expenditure ceiling for fiscal year 2024-2025  
2 to be exceeded by \$ , or per cent. The reasons  
3 for exceeding the general fund expenditure ceiling are that the  
4 appropriation made in this Act is necessary to serve the public  
5 interest and to meet the needs provided for by this Act.

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

12 SECTION 9. This Act shall not be applied so as to impair  
13 any contract existing as of the effective date of this Act in a  
14 manner violative of either the Hawaii State Constitution or  
15 article I, section 10, of the United States Constitution.

16 SECTION 10. Statutory material to be repealed is bracketed  
17 and stricken. New statutory material is underscored.

18 SECTION 11. This Act shall take effect on July 1, 2040;  
19 provided that the governor shall notify the chief justice,  
20 legislature, and revisor of statutes no later than twenty days  
21 prior to the expiration of the final eviction moratorium



1 identified in section 3 of this Act, that the governor will not  
2 issue any further eviction moratoria in response to the  
3 wildfires; provided further that section 2 of this Act shall  
4 take effect on the date of the expiration of the final eviction  
5 moratorium identified in section 3 of this Act.





**Report Title:**

Housing; Landlord-Tenant Code; Remedies; Notice; Failure to Pay Rent; Mediation; Wildfires; Governor Notice; Judiciary; Hawaii Public Housing Authority; Emergency Rent Relief Program; Appropriations; General Fund Expenditure Ceiling Exceeded

**Description:**

Establishes an alternative process for the termination of the rental agreement that involves mediation. Requires the Governor to notify the Chief Justice, Legislature, and Revisor of Statutes when the final wildfire proclamation will expire. Establishes an Emergency Rent Relief Program. Makes appropriations. Declares that the appropriation exceeds the state general fund expenditure ceiling for 2024-2025. Effective 7/1/2040. (SD2)

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