
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 a summary possession
3 action from five business days to fifteen calendar
4 days;
- 5 (2) Require landlords to provide specific information in
6 the fifteen calendar day notice to tenants and require
7 the notice to be provided to a mediation center that
8 offers free mediation for residential landlord-tenant
9 disputes;
- 10 (3) Require landlords to engage in mediation and delay
11 filing a summary possession action if a tenant
12 schedules or attempts to schedule a mediation;
- 13 (4) Restrict when a landlord may exercise remedies,
14 depending on the number of days that have elapsed
15 following the expiration date of the governor's final
16 eviction moratorium and the amount of rent due;
- 17 (5) Appropriate funds for the judiciary to contract for
18 mediation services; and
- 19 (6) Repeal the amendments made to Hawaii's residential
20 landlord-tenant code on December 31, 2022, or one year



1 after the expiration of the governor's final eviction
2 moratorium, whichever is sooner.

3 SECTION 2. Section 521-68, Hawaii Revised Statutes, is
4 amended to read as follows:

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



1 (b) The fifteen calendar day notice shall provide, at a
2 minimum, the following:

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

7 (2) The address of the dwelling unit subject to the rental
8 agreement;

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

12 (4) The monthly rental rate of the dwelling unit;

13 (5) The current amount of the rent due as of the date of
14 the notice, after applying all rent paid from all
15 sources;

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

19 (7) That any rental assistance received by the landlord or
20 landlord's agent has been credited to the tenant's
21 amount due;



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



1 scheduled mediation session occurs within the
2 fifteen calendar day period, then the landlord
3 may file an action for summary possession after
4 the expiration of the fifteen calendar day
5 period;

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

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

16 (12) Notice that the eviction may be subject to additional
17 requirements and protections under state or federal
18 law and that the tenant is encouraged to seek the
19 tenant's own legal advice regarding the tenant's
20 rights and responsibilities; and



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

3 If the fifteen calendar day notice is mailed, receipt of the
4 notice shall be deemed to be two days after the date of the
5 postmark.

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

8 "I, _____, am the landlord or landlord's
9 agent for the property at _____ and the contact
10 information of the landlord or landlord's agent is:
11 _____.

12 The tenant(s) are: _____ and the contact
13 information of the tenant(s) is: _____.

14 Under the terms of the lease for the property, you are
15 obligated to pay rent of \$ _____ per
16 _____.

17 The current amount of rent due as of the date of this
18 notice is \$ _____.

19 I applied to, or was notified that you applied to,
20 _____ (names of programs or agencies) for rental
21 assistance with respect to rent. Any rental assistance received



1 has already been included in calculating the amount stated in
2 the preceding sentence.

3 As required under section 521-68, Hawaii Revised Statutes,
4 this notice is also being sent to _____
5 (appropriate mediation center) and they will contact you to
6 schedule mediation regarding the nonpayment of rent. You may
7 also contact this mediation center to schedule mediation and the
8 contact information of the mediation center is:

9 _____.

10 **IF MEDIATION IS NOT SCHEDULED WITHIN FIFTEEN (15) CALENDAR**
11 **DAYS AFTER RECEIPT OF THIS NOTICE, REGARDLESS OF WHETHER THE**
12 **SCHEDULED MEDIATION SESSION OCCURS WITHIN THE FIFTEEN (15)**
13 **CALENDAR DAY PERIOD, THEN THE LANDLORD MAY FILE AN ACTION FOR**
14 **SUMMARY POSSESSION AFTER THE EXPIRATION OF THE FIFTEEN (15)**
15 **CALENDAR DAY PERIOD. HOWEVER, IF YOU DO SCHEDULE MEDIATION**
16 **BEFORE THE EXPIRATION OF THE FIFTEEN (15) CALENDAR DAY PERIOD,**
17 **REGARDLESS OF WHETHER THE SCHEDULED MEDIATION SESSION OCCURS**
18 **WITHIN THE FIFTEEN (15) CALENDAR DAY PERIOD, THEN THE LANDLORD**
19 **MAY NOT FILE AN ACTION FOR SUMMARY POSSESSION UNTIL THE**
20 **EXPIRATION OF THIRTY (30) CALENDAR DAYS AFTER RECEIPT OF THIS**
21 **NOTICE. IF THIS FIFTEEN (15) CALENDAR DAY NOTICE IS MAILED, THE**



1 RECEIPT OF THE NOTICE IS DEEMED TO HAVE OCCURRED TWO DAYS AFTER
2 THE DATE OF THE POSTMARK. IF THIS NOTICE WAS POSTED ON YOUR
3 PREMISES, RECEIPT IS DEEMED TO HAVE OCCURRED ON THE DATE OF
4 POSTING.

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

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

16 As landlord, I must engage in mediation with you, if you
17 choose to schedule mediation.

18 (Date of notice and signature)"

19 (d) Landlords or their agents shall provide the fifteen
20 calendar day notice to mediation centers that offer free
21 mediation for residential landlord-tenant matters. The



1 mediation center shall contact the landlord or landlord's agent
2 and the tenant to schedule the mediation. If a tenant schedules
3 mediation within the fifteen calendar day period, regardless of
4 whether the scheduled mediation session occurs within the
5 fifteen days, the landlord shall not file a summary proceeding
6 for possession until the expiration of thirty days from the date
7 of receipt of the notice. If the tenant schedules mediation,
8 the landlord shall participate.

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

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

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

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

20 (f) If the mediation has not occurred or been scheduled
21 for a future date, as of the return hearing date on the summary



1 possession complaint, the court may, in its discretion, and
2 based on a finding of good cause, order a separate mediation.

3 (g) If there is any defect in the fifteen calendar day
4 notice required in subsection (b) provided by the landlord, and
5 the court determines the defect was unintentional and
6 immaterial, the court may allow the landlord to cure the defect
7 without dismissing the action for summary possession.

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

11 (1) Beginning on the first day after the expiration date
12 of the final eviction moratorium through the thirtieth
13 day after the expiration date of the final eviction
14 moratorium, the rent due is equal to or greater than
15 four months' rent;

16 (2) Beginning on the thirty-first day after the expiration
17 date of the final eviction moratorium through the
18 ninety-first day after the expiration date of the
19 final eviction moratorium, the rent due is equal to or
20 greater than three months' rent;



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

7 (4) Beginning on the one hundred fifty-third day after the
8 expiration date of the final eviction moratorium
9 through the three hundred sixty-fifth day after the
10 expiration day of the final eviction moratorium, the
11 rent due is equal to or greater than one month's rent.

12 For purposes of this section, "final eviction moratorium"
13 means an emergency proclamation or supplementary proclamation,
14 or any extension thereof, issued by the governor related to the
15 coronavirus disease 2019 pandemic that prohibits any eviction
16 from a residential dwelling for a failure to pay rent.

17 ~~[-(b)]~~ (i) A landlord or the landlord's agent may bring an
18 action for rent alone at any time after the landlord has
19 demanded payment of past due rent and notified the tenant of the
20 landlord's intention to bring ~~[such an]~~ the action."



1 SECTION 3. There is appropriated out of the of
2 the State of Hawaii the sum of \$ or so much thereof as
3 may be necessary for fiscal year 2022-2023 for the judiciary to
4 contract for mediation services required by this Act.

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

7 SECTION 4. This Act does not affect rights and duties that
8 matured, penalties that were incurred, and proceedings that were
9 begun before its effective date; provided that any contract in
10 effect prior to the effective date of this Act that is
11 subsequently renewed or extended on or after the effective date
12 of this Act shall comply with the requirements of this Act.

13 SECTION 5. Statutory material to be repealed is bracketed
14 and stricken. New statutory material is underscored.

15 SECTION 6. This Act shall take effect on May 6, 2137;
16 provided this Act shall be repealed on December 31, 2022, or one
17 year after the expiration date of the final eviction moratorium
18 identified in section 2 of this Act, whichever is sooner; and
19 section 521-68, Hawaii Revised Statutes, shall be reenacted in
20 the form in which it read on the day prior to the effective date
21 of this Act.



Report Title:

Housing; Landlord-tenant Code; Remedies; Notice; Failure to Pay Rent; Mediation; Judiciary; Appropriation

Description:

Extends the required period for a notice of summary possession from five business days to fifteen calendar days. Requires landlords to provide notice with specified terms to a tenant and enter into mediation with the tenant. 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 number of days that have elapsed following the expiration date of the governor's final eviction moratorium and the amount of rent due. Appropriates funds for the judiciary to contract for mediation services. Repeals 12/31/2022, or one year after expiration of the governor's final eviction moratorium emergency supplementary proclamation related to the coronavirus disease 2019 pandemic, whichever is sooner. Effective 5/6/2137. (HD1)

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