

1 outcomes than mediation that starts only after litigation is
2 filed or rent relief alone.

3 Accordingly, the purpose of this Act is to:

4 (1) Create a pilot program that adopts the most effective
5 provisions of Act 57 that:

6 (A) Extends the period for a notice of termination of
7 the rental agreement from five business days to
8 ten calendar days;

9 (B) Requires landlords to engage in mediation and
10 delay filing an action for summary possession if
11 a tenant schedules or attempts to schedule a
12 mediation; and

13 (C) Requires landlords to provide specific
14 information in the ten-calendar day notice to
15 tenants, which shall also be provided to a
16 mediation center that offers free mediation for
17 residential landlord-tenant disputes; and

18 (2) Create an emergency rent relief program available to
19 participants in pre-litigation mediation to provide
20 resources that will help avoid eviction and maintain
21 stable tenancies.



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[-]; pre-litigation mediation.** (a) A landlord or the
5 landlord's agent may, any time after rent is due, demand payment
6 thereof and notify the tenant in writing that unless payment is
7 made within a time mentioned in the notice[~~7, not~~] as provided in
8 subsection (b), no less than [five-business] ten calendar days
9 after receipt thereof, the rental agreement will be terminated.
10 [~~If the tenant cannot be served with notice as required, notice~~]
11 Notice may be given to the tenant by posting the same in a
12 conspicuous place on the dwelling unit[-], and the notice shall
13 be deemed received on the date of the posting. If the notice is
14 mailed to the tenant via the United States Postal Service,
15 properly addressed, and with appropriate postage, the notice
16 shall be deemed to have been received two business days after
17 mailing, unless the letter is returned to the landlord as
18 undeliverable. If the tenant remains in default[~~7~~] after the
19 expiration of the time stated in the notice, the landlord may
20 thereafter bring a summary proceeding for possession of the
21 dwelling unit or any other proper proceeding, action, or suit



1 for possession[-], subject to subsections (b) through (i). The
2 notice required by this section need not be given if the action
3 is based on the breach of a mediated agreement or other
4 settlement agreement or for a summary possession proceeding
5 based on matters other than non-payment of rent. If the summary
6 possession action is based on the breach of a settlement
7 agreement or mediated agreement, the court shall not require any
8 further mediation prior to trial.

9 (b) The ten-calendar-day notice shall provide the
10 following:

11 (1) The name of the landlord or the landlord's agent and
12 the landlord's or landlord's agent's contact
13 information, including, if possible, phone number,
14 electronic mail address, and mailing address;

15 (2) The address of the dwelling unit subject to the rental
16 agreement;

17 (3) The name and contact information of all tenants listed
18 on the rental agreement, including phone number and,
19 if possible, electronic mail address, and mailing
20 address;



- 1 (4) The current amount of the rent due as of the date of
2 the notice, after applying all rent paid from all
3 sources;
- 4 (5) That a copy of the ten-calendar-day notice being
5 provided to the tenant is also being provided to the
6 mediation center on the island where the dwelling unit
7 of the tenant is located and, in accordance with
8 subsection (c), in order for the mediation center to
9 contact the landlord and tenant to attempt to schedule
10 a mediation regarding the nonpayment of rent;
- 11 (6) 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 ten
14 calendar days after the tenant's receipt of the ten-
15 calendar-day notice, regardless of whether the
16 scheduled mediation session occurs within the ten
17 calendar days;
- 18 (7) A warning in bold typeface print in substantially the
19 following form: "If mediation is not scheduled within
20 ten calendar days after receipt of this notice,
21 regardless of whether the scheduled mediation session



1 occurs within the ten-calendar-day period, then the
2 landlord may file an action for summary possession
3 after the expiration of the ten-calendar-day period.
4 If mediation is scheduled before the expiration of the
5 ten-calendar-day period, regardless of whether the
6 scheduled mediation session occurs within the ten
7 calendar days, then the landlord shall only file an
8 action for summary possession after the expiration of
9 twenty calendar days following the tenant's receipt of
10 the ten-calendar-day notice unless you (tenant) fail
11 to attend or cancel mediation. If the ten-calendar-
12 day notice was mailed, receipt of notice shall be
13 deemed to be two days after the date of the postmark.
14 If the ten-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 for nonpayment of rent,
21 except as provided in any agreement that may be



1 reached or if any such agreement is breached. The
2 landlord shall be required to note the status of the
3 mediation or settlement effort and proof of sending or
4 posting the ten-calendar-day notice to the mediation
5 center in the action for summary possession in the
6 summary possession complaint.";

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

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

14 The judiciary shall prepare a notice form that may be used
15 by landlords and landlords' agents to provide the information
16 required by this subsection and make the form available on its
17 website.

18 (c) Landlords or their agents shall provide the ten-
19 calendar-day notice to a mediation center on the island on which
20 the dwelling unit of the tenant is located that offers 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 ten-calendar-day period and participates in
4 the mediation, regardless of whether the scheduled mediation
5 session occurs within the ten-calendar-day period, the landlord
6 shall only file a summary proceeding for possession after the
7 expiration of twenty calendar days from the date of receipt of
8 the ten-calendar-day notice. If the tenant schedules mediation,
9 the landlord shall participate.

10 (d) 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 ten-calendar-day notice to the mediation
15 center or an affirmation from the landlord or the
16 landlord's agent that the notice was provided to the
17 applicable mediation center and by what means the
18 notice was provided to the applicable mediation
19 center; and

20 (2) If mediation is pending, the date on which the
21 mediation is scheduled.



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

11 (g) Nothing in this section shall impact a landlord's or
12 tenant's other rights and responsibilities under the residential
13 landlord-tenant code.

14 (h) The mediation may take place by means of remote
15 communication or in person, or both.

16 (i) If the mediation does not result in an agreement, the
17 landlord or landlord's agent may file an action for summary
18 possession without participating in mediation again.

19 ~~(b)~~ (j) A landlord or the landlord's agent may bring an
20 action for rent alone at any time after the landlord has



1 demanded payment of past due rent and notified the tenant of the
2 landlord's intention to bring such an action."

3 SECTION 3. There is appropriated out of the general
4 revenues of the State of Hawaii the sum of \$ or so
5 much thereof as may be necessary for fiscal year 2023-2024 and
6 the same sum or so much thereof as may be necessary for fiscal
7 year 2024-2025 for the judiciary to contract for mediation
8 services pursuant to section 2 of this Act.

9 The sums appropriated shall be expended by the judiciary
10 for the purposes of this part.

11 PART II

12 SECTION 4. (a) There shall be established within the
13 Hawaii public housing authority an emergency rent relief program
14 available to participants in pre-litigation mediation pursuant
15 to section 521-68, Hawaii Revised Statutes, as amended by this
16 Act, to provide resources that will help avoid eviction and
17 maintain stable tenancies.

18 (b) Participants in the emergency rent relief program
19 shall be eligible to receive rent relief payments after
20 mediation. Participants shall be limited to a maximum of \$5,000



1 under the program and may elect to receive payment in one of the
2 following methods:

3 (1) A one-time payment of \$3,000 to be used for back rent,
4 plus an additional four monthly payments of \$500; or

5 (2) Ten monthly payments of \$500.

6 (c) The total amount of payments each year under the
7 emergency rent relief program shall not exceed \$11,250,000.

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

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

20 SECTION 5. 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 2023-2024 and
2 the same sum or so much thereof as may be necessary for fiscal
3 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 521-68,
7 Hawaii Revised Statutes, as amended by section 2 of
8 this 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 intermediary
14 recipient.

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

17 PART III

18 SECTION 6. This Act does not affect rights and duties that
19 matured, penalties that were incurred, and proceedings that were
20 begun before its effective date.



1 SECTION 7. Statutory material to be repealed is bracketed
2 and stricken. New statutory material is underscored.

3 SECTION 8. This Act shall take effect on June 30, 3000;
4 provided that:

5 (1) Section 2 shall take effect on September 1, 2023; and

6 (2) Sections 3 and 5 shall take effect on July 1, 2023;

7 provided further that this Act shall be repealed on June 30,

8 2025, and section 521-68, Hawaii Revised Statutes, shall be

9 reenacted in the form in which it read on the day prior to the

10 effective date of section 2 of this Act.

11



Report Title:

Pre-litigation Mediation Pilot Program; Landlord; Tenant; Hawaii
Public Housing Authority; Emergency Rent Relief Program;
Appropriation

Description:

Establishes and appropriates funds for a pre-litigation
mediation pilot program. Requires landlords to participate in
mediation before filing an action for summary possession.
Creates and appropriates funds for an emergency rent relief
program. Effective 6/30/3000. (HD2)

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not legislation or evidence of legislative intent.*

