
A BILL FOR AN ACT

RELATING TO THE RESIDENTIAL LANDLORD-TENANT CODE.

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

1 SECTION 1. The legislature finds that the existing
2 Residential Landlord-Tenant Code may not provide sufficient
3 protection for tenants facing urgent repairs in their rented
4 accommodations. Updating the Code to allow tenants to withhold
5 \$1,000 or one month's rent, whichever is larger, provides an
6 effective mechanism for tenants to expedite essential repairs
7 without having to go without essential services. This will
8 encourage prompt maintenance and will also safeguard the well-
9 being of tenants and habitability of rental units.

10 The legislature further finds that updating the Residential
11 Landlord-Tenant Code in this manner also aligns with the broader
12 goal of fostering a fair and balanced relationship between
13 landlords and tenants, ensuring that both parties fulfill their
14 responsibilities in maintaining a safe and habitable living
15 environment.

16 The purpose of this Act is to:



1 (1) Amend the deadlines related to the repair of
2 conditions that constitute health or safety violations
3 and the payment of past due rent; and

4 (2) Increase the amount deducted from a tenant's rent for
5 the tenant's actual expenditures to correct health or
6 safety violations and defective conditions.

7 SECTION 2. Section 521-64, Hawaii Revised Statutes, is
8 amended to read as follows:

9 **"§521-64 Tenant's remedy of repair and deduction for minor**
10 **defects.** (a) The landlord, upon written notification by the
11 department of health or other state or county agencies that
12 there exists a condition on the premises [~~which~~] that
13 constitutes a health or safety violation, shall commence repairs
14 of the condition within [~~five-business~~] ten calendar days of the
15 notification with a good faith requirement that the repairs be
16 completed as soon as possible; provided that if the landlord is
17 unable to commence the repairs within [~~five-business~~] ten
18 calendar days for reasons beyond the landlord's control, the
19 landlord shall inform the tenant of the reason for the delay and
20 set a reasonable tentative date on which repairs will commence.
21 [~~Health or safety violations for the purpose of this section~~]



1 ~~means any condition on the premises which is in noncompliance~~
2 ~~with section 521-42(a)(1).]~~

3 (b) If the landlord fails to perform in the manner
4 specified in subsection (a), the tenant may:

5 (1) Immediately do or have done the necessary repairs in a
6 competent manner~~[7]~~ and, upon submission to the
7 landlord of receipts amounting to at least the sum
8 deducted, deduct from the tenant's rent ~~[not]~~ no more
9 than ~~[\$500]~~ \$1,000 or one month's rent, whichever is
10 greater, for the tenant's actual expenditures for work
11 done to correct the health or safety violation; or

12 (2) Submit to the landlord, at least ~~[five business]~~ ten
13 calendar days before having the work done, written
14 signed estimates from each of two qualified workers
15 and proceed to have done the necessary work by the
16 worker who provides the lower estimate; provided that
17 the landlord may require in writing a reasonable
18 substitute worker or substitute materials, and, upon
19 submission to the landlord of receipts amounting to at
20 least the sum deducted, the tenant may deduct ~~[\$500]~~
21 \$1,000 or one month's rent, whichever is greater, for



1 the tenant's actual expenditures for work done to
2 correct the health or safety violation.

3 (c) The landlord, upon written notification by the tenant
4 of any defective condition on the premises [~~which~~] that is in
5 material noncompliance with section 521-42(a) or with the rental
6 agreement, shall commence repairs of the condition within twelve
7 business days of the notification with a good faith requirement
8 that the repairs be completed as soon as possible; provided that
9 if the landlord is unable to commence repairs within twelve
10 business days for reasons beyond the landlord's control, the
11 landlord shall inform the tenant of the reason for the delay and
12 set a reasonable tentative date on which repairs will commence.
13 In any case involving repairs, except those required due to
14 misuse by the tenant, to electrical, plumbing, or other
15 facilities, including major appliances provided by the landlord
16 pursuant to the rental agreement, necessary to provide sanitary
17 and habitable living conditions, the landlord shall commence
18 repairs within three business days of receiving oral or written
19 notification, with a good faith requirement that the repairs be
20 completed as soon as possible; provided that if the landlord is
21 unable to commence repairs within three business days for



1 reasons beyond the landlord's control, the landlord shall inform
2 the tenant of the reasons for the delay and set a reasonable
3 tentative date on which repairs will commence.

4 (d) If the landlord fails to perform in the manner
5 specified in subsection (c), the tenant may immediately do or
6 have done the necessary work in a competent manner and, upon
7 submission to the landlord of receipts amounting to at least the
8 sums deducted, deduct from the tenant's rent ~~[not]~~ no more than
9 ~~[\$500]~~ \$1,000 or one month's rent, whichever is greater, for the
10 tenant's actual expenditures for work done to correct the
11 defective condition.

12 (e) At the time the tenant initially notifies the landlord
13 under subsection (c), the tenant shall list every condition that
14 the tenant knows or should know of noncompliance under
15 subsection (c), in addition to the objectionable condition that
16 the tenant then intends to correct or have corrected at the
17 landlord's expense. Failure by ~~[a]~~ the tenant to list ~~[such]~~ a
18 condition that the tenant knew of or should have known of shall
19 estop the tenant from requiring the landlord to correct it and
20 from having it corrected at the landlord's expense under this
21 section for a period of six months after the initial



1 notification to the landlord. Total correction and repair work
2 costs under this section chargeable to the landlord's expense
3 during each six-month period shall not exceed an amount equal to
4 three months' rent.

5 (f) In no event may a tenant repair a dwelling unit at the
6 landlord's expense when the condition complained of was caused
7 by the want of due care by the tenant, a member of the tenant's
8 family, or other person on the premises with the tenant's
9 consent.

10 (g) Before correcting a condition affecting facilities
11 shared by more than one dwelling unit, the tenant shall notify
12 all other tenants sharing [~~such~~] the facilities of the tenant's
13 plans, and shall [~~se~~] arrange the work [~~as~~] to create the least
14 practicable inconvenience to the other tenants.

15 (h) For the purposes of this section, "health or safety
16 violation" means any condition on the premises that is in
17 noncompliance with section 521-42(a)(1)."

18 SECTION 3. Section 521-68, Hawaii Revised Statutes, is
19 amended by amending subsection (a) to read as follows:

20 "(a) A landlord or the landlord's agent may, any time
21 after rent is due, demand payment thereof and notify the tenant



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1 in writing that unless payment is made within a time mentioned
2 in the notice, [~~not~~] no less than [~~five-business~~] ten calendar
3 days after receipt thereof, the rental agreement will be
4 terminated. If the tenant cannot be served with notice as
5 required, notice may be given to the tenant by posting the same
6 in a conspicuous place on the dwelling unit. If the tenant
7 remains in default, the landlord may thereafter bring a summary
8 proceeding for possession of the dwelling unit or any other
9 proper proceeding, action, or suit for possession."

10 SECTION 4. Statutory material to be repealed is bracketed
11 and stricken. New statutory material is underscored.

12 SECTION 5. This Act shall take effect upon its approval.

13

INTRODUCED BY:



JAN 19 2024



H.B. NO. 1984

Report Title:

Residential Landlord-Tenant Code; Remedies; Deadlines

Description:

Amends the deadlines related to the repair of conditions that constitute health or safety violations and the payment of past due rent. Increases the amount deducted from a tenant's rent for the tenant's actual expenditures to correct health or safety violations and defective conditions.

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

