

JAN 19 2024

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. Chapter 521, Hawaii Revised Statutes, is
2 amended by adding a new section to part VI to be appropriately
3 designated and to read as follows:
4 "§521- Tenant's remedies for breach of warranty of
5 habitability due to environmental public health events. (a) A
6 tenant who gives a landlord written or electronic notice of a
7 condition resulting from an environmental public health event
8 that requires remediation pursuant to section 521-42(a)(7) shall
9 send the notice in a manner that the landlord typically uses to
10 communicate with the tenant. The tenant shall retain sufficient
11 proof of delivery of the notice.

12 (b) A landlord that receives from a tenant written or
13 electronic notice of a condition that is not in compliance with
14 section 521-42(a)(7), for the remediation and clean up of a
15 residential premises following an environmental public health
16 event, shall:



- 1 (1) Respond to the tenant within twenty-four hours after
2 receiving the notice, except that a landlord may take
3 up to seventy-two hours to respond to the tenant after
4 receiving the notice when the residential premises is
5 inaccessible because of damage due to an environmental
6 public health event;
- 7 (2) Indicate the landlord's intentions for remedying the
8 condition, including an estimate of when the
9 remediation will commence and when it will be
10 completed; and
- 11 (3) Inform the tenant of the landlord's responsibilities
12 under this section.
- 13 (c) A landlord that receives a notice pursuant to
14 subsection (a) shall remediate the residential premises to a
15 habitable standard, and shall comply with the standards
16 described in section 521-42(a)(7), within a reasonable amount of
17 time given the condition of the premises and at the landlord's
18 expense.
- 19 (d) A landlord that has remediated a residential premises
20 to a habitable standard following an environmental public health
21 event shall provide the tenant with documentation that



1 demonstrates compliance with the standards described in section
2 521-42(a)(7).

3 (e) A landlord's submission of an insurance claim for an
4 uninhabitable or a contaminated residential premises after the
5 landlord receives notice from the tenant of habitability issues
6 shall not be considered evidence of remediation.

7 (f) Notwithstanding the provision of section 521-63(a),
8 when a residential premises is uninhabitable after being damaged
9 due to an environmental public health event, the tenant may
10 terminate the tenant's lease if:

11 (1) The landlord has not been able to remediate the
12 conditions of the residential premises so that it is
13 safe for habitability within sixty business days after
14 the landlord received notice of the habitability issue
15 from the tenant;

16 (2) The tenant has given the landlord written or
17 electronic notice that the residential premises is not
18 safe for habitability due to damage from an
19 environmental public health event; and

20 (3) The landlord is not able to provide adequate
21 alternative housing accommodations for the tenant for



1 the duration of the time that the residential premises
2 is being remediated.

3 (g) Notwithstanding subsection (f), if the tenant is a
4 member of a vulnerable population, the tenant may terminate the
5 tenant's lease or agreement after the residential premises has
6 been damaged due to an environmental public health event if:

7 (1) The tenant has given the landlord written or
8 electronic notice that the residential premises is not
9 safe for habitability due to damage from an
10 environmental public health event;

11 (2) The landlord has not been able to remediate the
12 conditions of the residential premises so that it is
13 safe for habitability for the tenant who is a member
14 of a vulnerable population;

15 (3) The landlord is not able to provide adequate
16 alternative housing accommodations for the tenant for
17 the duration of the time that the residential premises
18 is being remediated; and

19 (4) The tenant provides the landlord with evidence from a
20 licensed medical doctor that the tenant's condition is
21 such that to continue living in a residential premises



1 that has been damaged due to an environmental public
2 health event would be detrimental to the tenant's
3 health, safety, or quality of life.

4 (h) Before a landlord leases a residential premises to a
5 tenant, the landlord shall ensure that the residential premises
6 is fit for human habitation in accordance with this section and
7 section 521-42(1)(7).

8 (i) As used in this section:

9 "Environmental public health event" means a natural
10 disaster or an environmental event, such as a wildfire, flood,
11 or release of toxic contaminants, that may create negative
12 health and safety impacts for a tenant that lives in a nearby
13 residential premises.

14 "Vulnerable population" means children, individuals with
15 asthma, individuals with disabilities, individuals who are
16 pregnant, or any other group of individuals with health
17 conditions that make the individuals more susceptible to
18 environmental contaminants."

19 SECTION 2. Section 521-42, Hawaii Revised Statutes, is
20 amended to read as follows:



1 **"§521-42 Landlord to supply and maintain fit premises.**

2 (a) The landlord shall at all times during the tenancy:

3 (1) Comply with all applicable building and housing laws
4 materially affecting health and safety;

5 (2) Keep common areas of a multi-dwelling unit premises in
6 a clean and safe condition;

7 (3) Make all repairs and arrangements necessary to put and
8 keep the premises in a habitable condition;

9 (4) Maintain all electrical, plumbing, and other
10 facilities and appliances supplied by the landlord in
11 good working order and condition, subject to
12 reasonable wear and tear;

13 (5) Except in the case of a single family residence,
14 provide and maintain appropriate receptacles and
15 conveniences for the removal of normal amounts of
16 rubbish and garbage, and arrange for the frequent
17 removal of such waste materials; [~~and~~]

18 (6) Except in the case of a single family residence, or
19 where the building is not required by law to be
20 equipped for the purpose, provide for the supplying of



1 running water as reasonably required by the tenant[+];
2 and
3 (7) Comply with applicable standards from the American
4 National Standards Institute, or its successor
5 organization, for the remediation and clean up of a
6 residential premises following an environmental public
7 health event.

8 Prior to the initial date of initial occupancy, the
9 landlord shall inventory the premises and make a written record
10 detailing the condition of the premises and any furnishings or
11 appliances provided. Duplicate copies of this inventory shall
12 be signed by the landlord and by the tenant and a copy given to
13 each tenant. In an action arising under this section, the
14 executed copy of the inventory shall be presumed to be correct.
15 If the landlord fails to make [~~such~~] an inventory and written
16 record, the condition of the premises and any furnishings or
17 appliances provided, upon the termination of the tenancy shall
18 be rebuttably presumed to be the same as when the tenant first
19 occupied the premises.



1 (b) The landlord and tenant may agree that the tenant is
2 to perform specified repairs, maintenance tasks, and minor
3 remodeling only if:

4 (1) The agreement of the landlord and tenant is entered
5 into in good faith and is not for the purpose of
6 evading the obligations of the landlord;

7 (2) The work to be performed by the tenant is not
8 necessary to cure noncompliance by the landlord with
9 ~~[section 521-42(a)(1)]~~ paragraph (1) or (7) of
10 subsection (a); and

11 (3) The agreement of the landlord and tenant does not
12 diminish the obligations of the landlord to other
13 tenants."

14 SECTION 3. Section 521-74, Hawaii Revised Statutes, is
15 amended by amending subsection (a) to read as follows:

16 "(a) Notwithstanding that the tenant has no written rental
17 agreement or that it has expired, so long as the tenant
18 continues to tender the usual rent to the landlord or proceeds
19 to tender receipts for rent lawfully withheld, no action or
20 proceeding to recover possession of the dwelling unit may be
21 maintained against the tenant, nor shall the landlord otherwise



1 cause the tenant to quit the dwelling unit involuntarily, nor
2 demand an increase in rent from the tenant; nor decrease the
3 services to which the tenant has been entitled, after:

4 (1) The tenant has complained in good faith to the
5 department of health, landlord, building department,
6 office of consumer protection, or any other
7 governmental agency concerned with landlord-tenant
8 disputes of conditions in or affecting the tenant's
9 dwelling unit which constitutes a violation of a
10 health law or regulation or of any provision of this
11 chapter; or

12 (2) The department of health or other governmental agency
13 has filed a notice or complaint of a violation of a
14 health law or regulation or any provision of this
15 chapter; or

16 (3) The tenant has in good faith requested repairs under
17 section 521-63 [~~or~~], 521-64[-], or 521- ."

18 SECTION 4. Statutory material to be repealed is bracketed
19 and stricken. New statutory material is underscored.



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

2

INTRODUCED BY:





S.B. NO. 2907

Report Title:

Residential Landlord-Tenant Code; Landlords; Tenants;
Environmental Public Health Events; Remediation; Habitability;
Retaliation

Description:

Requires a landlord to remediate a residential premises to a habitable standard in compliance with certain national standards upon receiving notice from a tenant of a condition due to an environmental public health event. Establishes conditions for a tenant to terminate their lease or agreement if a landlord fails to remediate the residential premises fit for habitability following an environmental public health event. Prohibits agreements between a landlord and tenant to perform specified repairs, maintenance tasks, and minor remodeling when the work to be performed by the tenant is necessary to cure the landlord's noncompliance with environmental public health event remediation standards. Prohibits certain retaliatory actions by a landlord when a tenant requests in good faith the remediation of the property following an environmental public health event.

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