
A BILL FOR AN ACT

RELATING TO EVICTIONS.

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

1 SECTION 1. The legislature finds that nearly forty per
2 cent of Hawaii households are renters. Currently, renters can
3 lose their housing through arbitrary non-renewals of their
4 leases, even if they are tenants in good standing. These
5 arbitrary no-cause evictions disrupt the lives of tenants and
6 contribute to financial insecurity and housing instability. The
7 fear of retaliatory no-cause evictions can also deter tenants
8 from advocating for repairs and addressing habitability issues.

9 The legislature further finds that preventing housing
10 insecurity and displacement for local families requires that
11 tenants be protected from arbitrary displacement.

12 Therefore, the purpose of this Act is to:

- 13 (1) Prohibit landlords from terminating certain tenancies
14 without cause;
- 15 (2) Establish criteria under which landlords can undertake
16 a no-fault eviction; and



1 (3) Require landlords, when proceeding with a no-fault
2 eviction, to offer relocation assistance to the tenant
3 or waiver of the final month's rent.

4 SECTION 2. Chapter 521, Hawaii Revised Statutes, is
5 amended by adding a new part to be appropriately designated and
6 to read as follows:

7 **"PART . CAUSE FOR EVICTION; NO-FAULT EVICTIONS**

8 **§521-A Definitions.** As used in this part:

9 "No-fault eviction" means an action for summary possession
10 brought by a landlord that does not constitute cause under
11 section 521-B(b).

12 "Substantial violation" means any act or series of acts by
13 the tenant or any guest of the tenant that, when considered
14 together:

15 (1) Occurs on or near the premises and endangers persons
16 or willfully and substantially endangers the property
17 of the landlord, any co-tenant, or any person living
18 on or near the premises;

19 (2) Occurs on or near the premises and constitutes a
20 violent or drug-related felony; or



1 (3) Occurs on the tenant's premises or the common areas,
2 hallway, grounds, parking lot, or other area located
3 in the same building or complex in which the tenant's
4 dwelling unit is located and constitutes a criminal
5 act in violation of federal or state law or county
6 ordinance that:

7 (A) Carries a potential sentence of imprisonment of
8 one hundred eighty days or more; and

9 (B) Has been declared to be a public nuisance under
10 state law or county ordinance.

11 **§521-B Termination of tenancy; cause for eviction. (a)**

12 No landlord shall serve a notice to terminate tenancy or file an
13 action for summary possession unless there is cause for the
14 eviction.

15 (b) The following actions by a tenant shall constitute
16 cause for eviction:

17 (1) Substantial violation;

18 (2) Material noncompliance with section 521-51;

19 (3) Nonpayment of rent, subject to section 521-68;

20 (4) Waste, failure to maintain, or unlawful use, subject
21 to section 521-69;



- 1 (5) Whenever the term of the rental agreement expires,
2 whether by passage of time, by mutual agreement, by
3 the giving of notice as provided in section 521-71(a),
4 (b), (c), or (d) or by the exercise by the landlord of
5 a right to terminate given under this chapter,
6 continued possession of the dwelling unit after the
7 date of termination without the landlord's consent,
8 subject to section 521-71(e);
- 9 (6) Breach of any rule authorized under section 521-52,
10 subject to section 521-72;
- 11 (7) Continued possession after a legal sale pursuant to
12 section 521-74(b) (6);
- 13 (8) Refusal or failure to surrender property that has been
14 sold under a judgment or decree by the party or
15 privies to the judgment or decree after the expiration
16 of the time of redemption, when redemption is allowed
17 by law, after the purchaser demands the property;
- 18 (9) Continued possession by an heir or a devisee of a
19 premises sold and conveyed by a personal
20 representative;



1 (10) Failure of a holdover vendee to comply with an
2 agreement to purchase lands or structures on the
3 premises; or

4 (11) Nuisance, negligent damage of the dwelling unit, or
5 use of the dwelling unit for an illegal purpose or for
6 purposes that are in violation of the rental
7 agreement.

8 **§521-C No fault eviction; demolition, conversion, or**
9 **change of use.** In addition to the requirements for termination
10 of a month-to-month tenancy pursuant to section 571-71(c), when
11 a landlord contemplates voluntary demolition of the dwelling
12 units, conversion to a condominium property regime under chapter
13 514B, or changing the use of the building to transient vacation
14 rentals, the landlord may initiate a no-fault eviction of a
15 tenant of the residential premises; provided that the landlord
16 shall provide the tenant proper service of a written notice of
17 the no-fault eviction. The written notice shall include:

18 (1) The date by which the tenant shall vacate the dwelling
19 unit, which shall be at least one hundred and twenty
20 days in advance of the anticipated demolition,
21 conversion, or changing of use; and



1 (2) A description and timeline of the anticipated
2 demolition, conversion, or changing of use of the
3 building and a material demonstration of the proposed
4 date upon which the project will commence, such as a
5 copy of a building permit or application for a permit
6 or license to operate a transient vacation rental,
7 where applicable.

8 **§521-D No fault eviction; substantial repairs,**
9 **alterations, or renovations.** (a) Except as provided in
10 subsection (b), when a landlord plans to make substantial
11 repairs, alterations, or renovations to a premises, the landlord
12 may initiate a no-fault eviction of a tenant; provided that the
13 landlord shall:

14 (1) Allow the tenant at least sixty days after receiving
15 the written notice to vacate the dwelling unit, during
16 which time the tenant may remain in possession of the
17 dwelling unit under the same terms of the tenant's
18 existing rental agreement;

19 (2) Provide the tenant proper service of a written notice
20 of the no-fault eviction, which shall include the date
21 by which the tenant shall quit the premises; provided



- 1 that the date shall be at least sixty days after
2 receipt of the written notice;
- 3 (3) Provide the tenant an expected completion date and a
4 general description of the substantial repairs,
5 alterations, or renovations to the premises;
- 6 (4) Proceed without unreasonable delay to complete the
7 substantial repairs, alterations, or renovations upon
8 the landlord's recovery of possession of the premises;
9 and
- 10 (5) For any repairs, alterations, or renovations expected
11 to last less than one hundred eighty days, provide the
12 tenant a written notice sent in a manner that the
13 landlord typically uses to communicate with the
14 tenant; provided that:
- 15 (A) The notice shall include the expected completion
16 date for the repairs, alterations, or
17 renovations;
- 18 (B) If, within ten days after receiving the notice,
19 the tenant notifies the landlord that the tenant
20 wants to return to the premises, the landlord
21 shall offer the tenant the first right of refusal



1 to sign a new rental agreement with reasonable
2 terms; and

3 (C) If the tenant accepts the new rental agreement,
4 the tenant shall have thirty days to occupy the
5 dwelling unit, unless the parties mutually agree
6 on an extended timeline in writing.

7 (b) A landlord shall not initiate a no-fault eviction of a
8 tenant pursuant to subsection (a) if the substantial repairs,
9 alterations, or renovations that are the alleged basis of the
10 no-fault eviction are:

11 (1) Required for the landlord to satisfy all required
12 remedial action concerning a breach of the warranty of
13 habitability; or

14 (2) Initiated by the landlord in retaliation against the
15 tenant in violation of section 521-74(a).

16 **§521-E No-fault eviction; landlord or immediate family;**
17 **assuming occupancy.** (a) When a landlord plans to recover
18 possession of a dwelling unit for immediate use as the
19 landlord's own abode or that of the landlord's immediate family,
20 the landlord may initiate a no-fault eviction; provided that:



1 (1) Except as provided in subsection (c), the landlord or
2 the landlord's immediate family shall move into the
3 dwelling unit within three months after the tenant
4 vacates the dwelling unit;

5 (2) Except as provided in subsection (b), the landlord
6 shall provide the tenant proper service of a written
7 notice of the no-fault eviction and allow the tenant
8 at least sixty days after receiving the written notice
9 to vacate the dwelling unit, during which time the
10 tenant may remain in possession of the dwelling unit
11 under the same terms of the tenant's existing rental
12 agreement;

13 (3) In the case of a multi-family unit building, no
14 substantially equivalent dwelling unit is vacant and
15 available to house the landlord or the landlord's
16 immediate family in the same building; and

17 (4) The landlord shall not list the dwelling unit as a
18 transient vacation rental for at least sixty days
19 after the date the tenant is required to vacate.

20 (b) If the landlord is a servicemember or the spouse of a
21 servicemember, the landlord shall provide the tenant proper



1 service of a written notice of the no-fault eviction and allow
2 the tenant at least forty-five days after receiving the written
3 notice to vacate the dwelling unit, during which time the tenant
4 may remain in possession of the dwelling unit under the same
5 terms of the tenant's existing rental agreement.

6 As used in this subsection, "servicemember" means an active
7 duty member of the regular or reserve component of the United
8 States armed forces, the United States Coast Guard, or the
9 Hawaii national guard, who is on ordered federal duty for a
10 period of ninety days or more and who is a party to a rental
11 agreement under this chapter.

12 (c) If the landlord or the landlord's family member is an
13 individual with a disability, the landlord may extend for a
14 reasonable time the period of time provided in subsection (a)(1)
15 to allow for changes to be made to the dwelling unit to
16 accommodate the landlord's or landlord's family member's
17 disability.

18 **§521-F No-fault eviction; sale of the dwelling unit.** (a)
19 When a landlord plans to sell a dwelling unit that is a single-
20 family residence, a townhome, a duplex, or an individual unit in



1 a condominium governed by chapter 514B, the landlord may
2 initiate a no-fault eviction; provided that the landlord shall:

3 (1) Allow the tenant at least sixty days after receiving
4 the written notice to vacate the dwelling unit, during
5 which time the tenant may remain in possession of the
6 dwelling unit under the same terms of the tenant's
7 existing rental agreement;

8 (2) Provide the tenant proper service of a written notice
9 of the landlord's intent to withdraw the dwelling unit
10 from the rental market and sell the dwelling unit and
11 the date by which the tenant shall quit the premises;
12 and

13 (3) Not list the dwelling unit as a transient vacation
14 rental for at least sixty days after the date on which
15 the tenant is required to quit the premises; provided
16 that this paragraph shall not apply if the landlord
17 produces evidence that the dwelling unit was listed
18 for sale on a multiple listing service after the
19 tenant was required to vacate.

20 (b) Nothing in this section shall be construed to allow a
21 landlord to initiate a no-fault eviction or otherwise terminate



1 a rental agreement without cause before the end of the term of
2 the rental agreement.

3 **§521-G Relocation assistance; waiver of final month's**
4 **rent.** Any landlord who undertakes a no-fault eviction of a
5 tenant under this part shall:

6 (1) Offer relocation assistance in an amount equal to one
7 month's rent under the terms of the existing rental
8 agreement to the tenant; or

9 (2) Waive the final month's rent.

10 **§521-H Other rights or remedies not excluded or limited.**

11 This part shall not be construed to exclude or limit any other
12 rights or remedies otherwise available to a tenant under any
13 other law.

14 **§521-I Good cause; federal law and regulations.** Nothing
15 in this part shall be construed to affect the interpretation of
16 the meaning of the term "good cause" as that term is used in
17 federal law or federal regulations.

18 **§521-J Effect of this part.** Nothing in this part shall be
19 applied so as to impair any contract existing in a manner
20 violative of the state constitution or Article I, section 10, of
21 the United States Constitution."



1 SECTION 3. Section 521-74, Hawaii Revised Statutes, is
2 amended by amending subsection (b) to read as follows:

3 "(b) Notwithstanding subsection (a), the landlord may
4 serve a notice to terminate tenancy or file an action for
5 summary possession and recover possession of the dwelling unit
6 if:

7 (1) The tenant is committing waste, or a nuisance, or is
8 using the dwelling unit for an illegal purpose or for
9 other than living or dwelling purposes in violation of
10 the tenant's rental agreement;

11 (2) The landlord seeks in good faith to recover possession
12 of the dwelling unit for immediate use as the
13 landlord's own abode or that of the landlord's
14 immediate family; provided that the landlord meets the
15 requirements under 521-E;

16 (3) The landlord seeks in good faith to recover possession
17 of the dwelling unit for the purpose of substantially
18 repairing, altering, [remodeling,] renovating, or
19 demolishing the premises;

20 (4) The complaint or request of subsection (a) relates
21 only to a condition or conditions caused by the lack



1 of ordinary care by the tenant or another person in
2 the tenant's household or on the premises with the
3 tenant's consent;

4 (5) The landlord has received from the department of
5 health certification that the dwelling unit and other
6 property and facilities used by or affecting the use
7 and enjoyment of the tenant were on the date of filing
8 of the complaint or request in compliance with health
9 laws and regulations;

10 (6) The landlord has in good faith contracted to sell the
11 property, and the contract of sale contains a
12 representation by the purchaser corresponding to
13 paragraph (2) or (3); or

14 (7) The landlord is seeking to recover possession on the
15 basis of a notice to terminate a periodic tenancy,
16 which notice was given to the tenant previous to the
17 complaint or request of subsection (a).

18 Good faith actions for summary possession by the landlord
19 under this subsection shall constitute no-fault evictions
20 pursuant to part ."



1 SECTION 4. This Act does not affect rights and duties that
2 matured, penalties that were incurred, and proceedings that were
3 begun before its effective date.

4 SECTION 5. If any provision of this Act, or the
5 application thereof to any person or circumstance, is held
6 invalid, the invalidity does not affect other provisions or
7 applications of the Act that can be given effect without the
8 invalid provision or application, and to this end the provisions
9 of this Act are severable.

10 SECTION 6. In codifying the new sections added by section
11 2 of this Act, the revisor of statutes shall substitute
12 appropriate section numbers for the letters used in designating
13 the new sections in this Act.

14 SECTION 7. This Act shall take effect on January 1, 3000.



Report Title:

Landlord-Tenant Code; No-fault Evictions; For-cause Evictions;
Relocation Assistance; Waiver of Rent

Description:

Prohibits landlords from terminating certain tenancies without cause. Establishes criteria under which landlords can undertake a no-fault eviction. Requires landlords, when proceeding with a no-fault eviction, to offer relocation assistance to the tenant or waiver of the final month's rent. Effective 1/1/3000. (HD1)

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

