

ACT 124

H.B. NO. 2499-78

A Bill for an Act Relating to the Residential-Landlord Tenant Code.

Be It Enacted by the Legislature of the State of Hawaii:

SECTION 1. Section 521-21, Hawaii Revised Statutes, is amended to read as follows:

“Sec. 521-21 Rent. (a) The landlord and tenant may agree to any consideration, not otherwise prohibited by law, as rent. In the absence of such agreement, and subject to section 521-71(c) in the case of holdover tenants, the tenant shall pay to the landlord the fair rental value for the dwelling unit.

(b) Rents shall be payable at the time and place agreed to by the parties. Unless otherwise agreed, the entire rent shall be payable at the beginning of any term for one month or less, and for longer terms in equal monthly installments payable at the beginning of each month.

(c) Except as otherwise provided in subsection (b), rent shall be uniformly apportionable from day to day.

(d) When the tenancy is from month to month, the amount of rent for such tenancy shall not be increased by the landlord without written notice given [twenty-eight days preceding the end of such tenancy.] forty-five consecutive days prior to the effective date of the increase.

(e) When the tenancy is less than month to month, the amount of rent for such tenancy shall not be increased by the landlord without written notice given fifteen consecutive days prior to the effective date of the increase.”

SECTION 2. Section 521-71, Hawaii Revised Statutes, is amended to read:

“Sec. 521-71 Termination of tenancy; landlord’s remedies for holdover tenants. (a) When the tenancy is month to month, the landlord or the tenant may terminate the rental agreement upon his notifying the other at least twenty-eight

days in advance of the anticipated termination or in cases of voluntary demolition of the dwelling units, ninety days in advance of the anticipated demolition. If notice is revoked or amended and re-issued, the ninety day period shall begin from the date it was re-issued or amended.

(b) When the tenancy is less than month to month, the landlord or the tenant may terminate the rental agreement upon his notifying the other at least ten days before the anticipated termination.

(c) Whenever the term of the rental agreement expires, whether by passage of time, by mutual agreement, by the giving of notice as provided in subsection (a) or (b), or by the exercise by the landlord of a right to terminate given under this chapter, if the tenant continues in possession after the date of termination without the landlord's consent, the tenant shall be liable for and shall pay to the landlord a sum not to exceed twice the monthly rent under the previous rental agreement, computed and prorated on a daily basis, for each day he remains in possession for any period up to one month. If the tenant remains in possession for a period longer than one month, he shall be liable for and shall pay to the landlord a sum equal to the monthly rent under the previous rental agreement for each additional month or fraction thereof. The landlord may bring a summary proceeding for recovery of the possession of the dwelling unit at any time during the first sixty days of holdover, except that the landlord's acceptance of rent in advance after the first month of holdover shall create a month-to-month tenancy in the absence of an agreement between the parties to the contrary at the time of such acceptance.

(d) Any notice of termination initiated for the purposes of evading the obligations of the landlord under subsections 521-21 (d) or (e) shall be void."

SECTION 3. Statutory material to be repealed is bracketed. New material is underscored. In printing this Act, the revisor of statutes need not include the brackets, the bracketed material, or the underscoring.

SECTION 4. This Act shall take effect upon its approval.

(Approved May 24, 1978.)