

A Bill for an Act Relating to Domestic Violence.

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

SECTION 1. Chapter 521, Hawaii Revised Statutes, is amended by adding four new sections to part VI to be appropriately designated and to read as follows:

“§521-A Early termination of tenancy; victims of domestic violence. (a) A tenant may terminate a rental agreement of a term of one year or less without penalty or fees for early termination or liability for future rent if the tenant or an immediate family member of the tenant residing at the dwelling unit has been the victim of domestic violence during the ninety days preceding the date the notice of early termination is provided to the landlord. The notice shall be given at least fourteen days prior to the early termination date specified in the notice, which shall be no more than one hundred four days from the date of the most recent act of domestic violence. The notice shall be accompanied by one of the following documents:

- (1) A copy of a valid order of protection issued by a court of any state to the tenant or immediate family member of the tenant as a result of the tenant or the immediate family member of the tenant having been a victim of domestic violence;
- (2) A copy of a police report filed with an agency of any state that states that the tenant or immediate family member of the tenant was a victim of domestic violence; or
- (3) A copy of the conviction of a person for an act of domestic violence against the tenant or immediate family member of the tenant.

The tenant shall also provide to the landlord a written statement, which describes that the tenant reasonably believes that the person who committed the domestic violence knows the address or location where the tenant or immediate family member of the tenant resides, unless the person who committed the domestic violence resides in the same dwelling unit.

(b) If the tenant is solely liable on the rental agreement, the rental agreement shall terminate on the early termination date described in subsection (a), and the tenant shall be liable for rent owed through the early termination date plus any previous obligations outstanding as of that date. The amount due from the tenant shall be paid to the landlord on or before the early termination date.

(c) If there are multiple tenants who are parties to the rental agreement, the release of one or more tenants under this section shall not terminate the rental agreement with respect to the other non-terminating tenants; provided that the other non-terminating tenants demonstrate an ability to pay the rent under the rental agreement, as determined by the landlord. If the other non-terminating tenants fail to demonstrate an ability to pay the rent, the landlord may terminate the rental agreement by giving notice of early termination to the other non-terminating tenants at least fourteen days prior to the early termination date specified in the notice; provided that the landlord shall not assess any penalty or fees for the early termination. The amount due from the other non-terminating tenants shall be paid to the landlord on or before the early termination date.

The landlord shall not be required to refund security deposits under section 521-44 or prepaid rent until:

- (1) The rental agreement terminates with respect to all tenants and the dwelling unit is surrendered to the landlord; or

- (2) Early termination is effected pursuant to this subsection, in which case each terminating tenant shall receive a prorated share of any security deposit or prepaid rent from the landlord upon termination of the rental agreement; provided that the percentage of any security deposit to be returned shall be determined by the court or by the parties in writing; provided further that if there is no determination made by the court or by the parties regarding the percentage share of the security deposit, the landlord shall be permitted to refund the security deposit in equal shares to each tenant on the rental agreement.
- (d) If a tenant submits notice of early termination in compliance with this section, the landlord shall:
 - (1) Return a prorated share of all security deposits recoverable by the terminating tenant under section 521-44 and prepaid rent recoverable by the terminating tenant following the tenant's surrender of the dwelling unit, except as otherwise provided in subsection (c); provided that the landlord may withhold a prorated amount of the security deposit for payment of damages that the landlord has suffered by reason of the terminating tenant's noncompliance with section 521-51;
 - (2) Not assess any fee or penalty against the terminating tenant for exercising any right granted under this section; and
 - (3) Not disclose any information reported to the landlord under this section unless:
 - (A) The tenant consents to the disclosure of the information in a statement signed by the tenant;
 - (B) The information is required or is relevant in a judicial action; or
 - (C) The disclosure is required by other law.
 - (e) The landlord may recover from the person who committed domestic violence against the tenant or tenant's immediate family member actual damages resulting from the tenant's exercise of rights under this section. In addition, if the person who committed domestic violence is a party to the rental agreement, the landlord may:
 - (1) Allow the person to remain in possession of the dwelling unit and hold the person liable on the rental agreement for all future rents payable thereunder; or
 - (2) Terminate the person's interest under the rental agreement by notifying the person in writing at least five days in advance of the anticipated termination. The landlord may evict the person if the person fails to vacate the dwelling unit on the specified termination date.
 - (f) If a tenant knowingly submits false notice or accompanying documentation to a landlord in support of the right to be released from the rental agreement under this section, the landlord may recover an amount equal to three months periodic rent or threefold actual damages, whichever is greater, plus costs and reasonable attorney's fees.
 - (g) The person who committed domestic violence against the tenant or immediate family member of the tenant shall not be entitled to any damages or other relief against the landlord or tenant who complies with this section in good faith.
 - (h) This section shall not affect a tenant's liability for delinquent, unpaid rent, or other amounts owed to the landlord before the rental agreement was terminated by the tenant under this section.

§521-B Change of locks; victims of domestic violence. (a) Subject to subsections (b) and (c), if a tenant of a dwelling unit or an immediate family member of the tenant has been the victim of domestic violence and the tenant does not elect to be released from the rental agreement pursuant to section 521-A, the tenant may require the landlord to change the locks to the dwelling unit by submitting a request to the landlord to do so.

(b) Within three days of the receipt of the request in subsection (a), the landlord shall change the locks at the tenant's expense. If the landlord fails to act within the three-day period, the tenant may change the locks without the landlord's permission and shall give the landlord a key to the new locks.

(c) If the person who committed domestic violence against the tenant or immediate family member of the tenant is also a party to the rental agreement, the locks shall not be changed unless there is a court order requiring the person to vacate the dwelling unit and a copy of the order has been furnished to the landlord.

(d) The tenant shall not be required to pay any additional rent, fees, or security deposit because of the exclusion of the person who committed domestic violence from the dwelling unit.

(e) The person who committed domestic violence against the tenant or immediate family member of the tenant shall not be entitled to any damages or other relief against the landlord or the tenant who in good faith complies with this section.

§521-C Court order to vacate; domestic violence. (a) If a court of competent jurisdiction, in an action relating to domestic violence, has ordered the person who committed domestic violence against the tenant or immediate family member of the tenant to vacate the dwelling unit, upon issuance of the order, neither the landlord nor the tenant shall have any duty to:

(1) Allow the person access to the dwelling unit, unless the person is accompanied by a law enforcement officer; or

(2) Provide the person with keys to the dwelling unit.

(b) If the person is a party to the rental agreement, then upon issuance of the court order requiring the person to vacate the dwelling unit, the person's interest in the tenancy shall terminate, and the landlord and tenant shall be entitled to any actual damages resulting from that termination.

(c) Pursuant to section 521-A, the landlord shall return security deposits recoverable under section 521-44 and recoverable prepaid rent following the termination of the rental agreement and the surrender of the dwelling unit to the landlord.

(d) The tenant shall not be required to pay any additional rent, fees, or security deposit because of the termination of the person's interest as a tenant of the dwelling unit.

§521-D Definitions. For the purposes of this part, "domestic violence" shall have the same meaning as "domestic abuse" as defined in section 586-1."

SECTION 2. In codifying the new sections added by section 1 of this Act, the revisor of statutes shall substitute appropriate section numbers for the letters used in designating the new sections in this Act.

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

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SECTION 4. New statutory material is underscored.¹

SECTION 5. This Act shall take effect on November 1, 2015.
(Approved July 9, 2015.)

Note

1. Edited pursuant to HRS §23G-16.5.