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# A BILL FOR AN ACT

RELATING TO TENANT NOTIFICATION.

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

1           SECTION 1. The legislature finds that Hawaii's dubious  
2 distinction as one of the least affordable American  
3 jurisdictions to live in is a pressing problem afflicting Hawaii  
4 residents. In 2005, according to the National Low Income  
5 Housing Coalition, the fair market rent of \$1,159 for a two-  
6 bedroom apartment in Hawaii would require a household have one  
7 minimum wage earner who works 143 hours per week year-round or  
8 three minimum wage earners who work 40 hours per week year-  
9 round. One factor contributing to this rental crisis in  
10 affordable housing is the increasing demand for bed and  
11 breakfast and vacation unit rentals that has contributed to  
12 fewer long-term rental properties and higher rents for  
13 residents.

14           The purpose of this Act is to require landlords to notify  
15 tenants at least 120 days before termination of a lease if any  
16 dwelling unit, including a unit in a single family home or a  
17 condominium, is going to be converted into a bed and breakfast  
18 or vacation unit rental. This notification period would enable



1 a tenant to have some time to make other arrangements in what is  
2 a difficult market to secure rental housing.

3 SECTION 2. Section 521-8, Hawaii Revised Statutes, is  
4 amended by amending the definition of "dwelling unit" to read as  
5 follows:

6 "Dwelling unit" means a structure, or part of a structure,  
7 which is used as a home, residence, or sleeping place by one  
8 person or by two or more persons maintaining a common household,  
9 to the exclusion of all others. For purposes of this chapter, a  
10 dwelling unit includes, but is not limited to, a structure  
11 within a single family residence, a single family residence, or  
12 an apartment within a condominium property regime."

13 SECTION 3. Section 521-71, Hawaii Revised Statutes, is  
14 amended to read as follows:

15 **"§521-71 Termination of tenancy; landlord's remedies for**  
16 **holdover tenants.** (a) When the tenancy is month-to-month, the  
17 landlord may terminate the rental agreement by notifying the  
18 tenant, in writing, at least forty-five days in advance of the  
19 anticipated termination. When the landlord provides  
20 notification of termination, the tenant may vacate at any time  
21 within the last forty-five days of the period between the  
22 notification and the termination date, but the tenant shall



1 notify the landlord of the date the tenant will vacate the  
2 dwelling unit and shall pay a prorated rent for that period of  
3 occupation.

4 (b) When the tenancy is month-to-month the tenant may  
5 terminate the rental agreement by notifying the landlord, in  
6 writing, at least twenty-eight days in advance of the  
7 anticipated termination. When the tenant provides notice of  
8 termination, the tenant shall be responsible for the payment of  
9 rent through the twenty-eighth day.

10 (c) Before a landlord terminates a month-to-month tenancy  
11 where the landlord contemplates:

12 (1) ~~[voluntary]~~ Voluntary demolition of the dwelling  
13 units ~~[r]~~ i;

14 (2) ~~[conversion]~~ Conversion to a condominium property  
15 regime under chapter 514A ~~[r-ox]~~ i;

16 (3) ~~[changing]~~ Changing the use of the building to  
17 transient vacation rentals ~~[r]~~ i; or

18 (4) Within one year, conversion of the dwelling unit to a  
19 bed and breakfast unit or transient vacation unit;

20 the landlord shall provide notice to the tenant at least one  
21 hundred twenty days in advance of the anticipated demolition,  
22 ~~[ox]~~ anticipated termination, or anticipated conversion and



1 shall comply with the provisions relating to conversions  
2 provided in section 514A-105, if applicable. If notice is  
3 revoked or amended and reissued, the notice period shall begin  
4 from the date it was reissued or amended. Any notice provided,  
5 revoked, or amended and reissued shall be in writing. When the  
6 landlord provides notification of termination pursuant to this  
7 subsection, the tenant may vacate at any time within the one-  
8 hundred-twenty-day period between the notification and the  
9 termination date, but the tenant shall notify the landlord of  
10 the date the tenant will vacate the dwelling unit and shall pay  
11 a prorated rent for that period of occupation.

12 (d) When the tenancy is less than month-to-month, the  
13 landlord or the tenant may terminate the rental agreement by  
14 notifying the other at least ten days before the anticipated  
15 termination.

16 (e) Whenever the term of the rental agreement expires,  
17 whether by passage of time, by mutual agreement, by the giving  
18 of notice as provided in subsection (a), (b), (c), or (d) or by  
19 the exercise by the landlord of a right to terminate given under  
20 this chapter, if the tenant continues in possession after the  
21 date of termination without the landlord's consent, the tenant  
22 may be liable to the landlord for a sum not to exceed twice the



1 monthly rent under the previous rental agreement, computed and  
2 prorated on a daily basis, for each day the tenant remains in  
3 possession. The landlord may bring a summary proceeding for  
4 recovery of the possession of the dwelling unit at any time  
5 during the first sixty days of holdover. Should the landlord  
6 fail to commence summary possession proceedings within the first  
7 sixty days of the holdover, in the absence of a rental  
8 agreement, a month-to-month tenancy at the monthly rent  
9 stipulated in the previous rental agreement shall prevail  
10 beginning at the end of the first sixty days of holdover.

11 (f) Any notice of termination initiated for the purposes  
12 of evading the obligations of the landlord under subsections  
13 521-21(d) or (e) shall be void.

14 (g) For purposes of this section:

15 "Bed and breakfast unit" means a structure in which  
16 overnight accommodations are provided to guests for  
17 compensation, for periods of less than thirty days. A bed and  
18 breakfast unit is not a hotel, apartment hotel, motel, resort,  
19 rooming house, boarding house, cooperative apartment, or a time  
20 share.

21 "Transient vacation unit" means a structure in which  
22 overnight accommodations are provided to guests for



1 compensation, for periods of less than thirty days. A transient  
2 vacation unit is not a hotel, apartment hotel, motel, resort,  
3 rooming house, boarding house, cooperative apartment, or a time  
4 share."

5 SECTION 4. Statutory material to be repealed is bracketed  
6 and stricken. New statutory material is underscored.

7 SECTION 5. This Act shall take effect on January 1, 2007.

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**Report Title:**

Tenant Notification

**Description:**

Requires that a landlord provide a minimum 120 days notice period to a tenant if a dwelling unit, including a single family residence or a condominium, is being converted to a bed and breakfast or vacation unit rental.

