

JAN 25 2006

S.B. NO. 2693

A BILL FOR AN ACT

RELATING TO REAL PROPERTY TRANSACTIONS.

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

1 SECTION 1. The legislature finds pet ownership in Hawaii
2 is on the rise with research revealing that 160,000 households
3 on Oahu were homes to pets in 2005. This reflects a sixteen per
4 cent increase in pet ownership on Oahu, from forty per cent in
5 1944 to fifty-six per cent in 2005. Research also indicates
6 that an overwhelming majority of Oahu residents believe animal
7 companionship is a quality of life issue and that there are
8 important health benefits related to animal companionship.

9 The purpose of the Act is to provide incentives for
10 landlords to allow tenants to have pets in dwelling units.

11 SECTION 2. Chapter 521, Hawaii Revised Statutes, is
12 amended by adding a new section to be appropriately designated
13 and to read as follows:

14 "§521- Landlord's incentives to allow pets. (a) As a
15 condition of allowing the tenant to keep an animal other than a
16 service animal as defined in section 515-3(8) in the dwelling
17 unit, the landlord may include a provision in the rental
18 agreement that:



- 1 (1) Requires the tenant to comply with the landlord's
- 2 written rules about number, type, and size of animals;
- 3 and
- 4 (2) Requires the tenant to pay a larger refundable pet
- 5 deposit in accordance with section 521-44, to be used
- 6 only to reimburse the landlord for damages caused by a
- 7 pet."

8 SECTION 3. Section 521-44, Hawaii Revised Statutes, is

9 amended by amending subsection (b) to read as follows:

10 "(b) The landlord may require as a condition of a rental

11 agreement a security deposit to be paid by or for the tenant for

12 the items in subsection (a) and no others, in an amount not in

13 excess of ~~[a sum equal to]~~ one month's rent [-]; provided that as

14 a condition of a rental agreement that permits the tenant to

15 keep an animal other than a service animal as defined in section

16 515-3(8) in the dwelling unit, the landlord may require a pet

17 deposit, in addition to the regular monthly security deposit, in

18 an amount not in excess of half of one month's rent. This pet

19 deposit shall be assessed only once against a tenant and shall

20 not be multiplied by the number of animals kept as pets in the

21 dwelling unit. The landlord may not require or receive from or

22 on behalf of a tenant at the beginning of a rental agreement any

1 money other than the money for the first month's rent and a
2 security deposit except as provided in this section. The
3 security deposit shall not be construed as payment of the last
4 month's rent by the tenant, unless mutually agreed upon, in
5 writing, by the landlord and tenant if the tenant gives forty-
6 five days' notice of vacating the premises; in entering such
7 agreement, the landlord shall not be deemed to have waived the
8 right to pursue legal remedies against the tenant for any
9 damages the tenant causes. Any such security deposit shall be
10 held by the landlord for the tenant and the claim of the tenant
11 to the security deposit shall be prior to the claim of any
12 creditor of the landlord, including a trustee in bankruptcy,
13 even if the security deposits are commingled."

14 SECTION 4. Section 521-51, Hawaii Revised Statutes, is
15 amended to read as follows:

16 **"§521-51 Tenant to maintain dwelling unit.** Each tenant
17 shall at all times during the tenancy:

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

20 (2) Keep that part of the premises which the tenant
21 occupies and uses as clean and safe as the conditions
22 of the premises permit;



- 1 (3) Dispose from the tenant's dwelling unit all rubbish,
2 garbage, and other organic or flammable waste in a
3 clean and safe manner;
- 4 (4) Keep all plumbing fixtures in the dwelling unit or
5 used by the tenant as clean as their condition
6 permits;
- 7 (5) Properly use and operate all electrical and plumbing
8 fixtures and appliances in the dwelling unit or used
9 by the tenant;
- 10 (6) Not permit any person on the premises with the
11 tenant's permission to wilfully destroy, deface,
12 damage, impair, or remove any part of the premises
13 which include the dwelling unit or the facilities,
14 equipment, or appurtenances thereto, nor oneself do
15 any such thing;
- 16 (7) Keep the dwelling unit and all facilities, appliances,
17 furniture, and furnishings supplied therein by the
18 landlord in fit condition, reasonable wear and tear
19 excepted; [and]
- 20 (8) Comply with all obligations, restrictions, rules, and
21 the like which are in accordance with section 521-52
22 and which the landlord can demonstrate are reasonably

Report Title:

Real Property Transactions

Description:

Provides incentives for landlords to rent property to tenants with pets by allowing landlords to require a larger deposit that covers damage from the pet.

