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# A BILL FOR AN ACT

RELATING TO DOMESTIC VIOLENCE.

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

1           SECTION 1. The legislature finds that the 2006 amendments  
2 to the federal Violence Against Women Act of 1998 expressly  
3 prohibit federally-funded public housing agencies from  
4 terminating a lease due to incidents or threats of domestic  
5 violence, dating violence, or stalking. Protection should also  
6 be extended by the State to any victim of domestic violence who  
7 is a tenant in a rental housing unit under a rental agreement.

8           The purpose of this Act is to provide protections for  
9 victims of domestic violence by prohibiting landlords from  
10 refusing to rent, or evicting a rental housing tenant solely  
11 based upon the person's status as a victim of domestic violence.

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

15           "§521-     Protection for victim of domestic violence. (a)  
16 When a tenant, an applicant for a rental agreement, or a member  
17 of the tenant's or applicant's household is a victim of domestic  
18 violence, a landlord shall not terminate or fail to renew a



1 rental agreement, refuse to enter into a rental agreement, or  
2 take any other action affecting the leasing of a residence based  
3 upon the tenant's, applicant's, or household member's status as  
4 a victim of domestic abuse.

5 (b) A tenant who becomes a victim of domestic violence  
6 during the term of a rental agreement may terminate the rental  
7 agreement without penalty, subject to the following conditions:

8 (1) The tenant shall provide the landlord with written  
9 notice requesting release from the rental agreement  
10 and the date of release shall be within thirty days of  
11 the date of the written notice, or earlier upon mutual  
12 agreement of the parties; and

13 (2) The tenant shall be responsible for the rent until the  
14 date of release and shall not be liable for future  
15 rent or early termination penalties or fees pursuant  
16 to section 521-70(d), if the tenant vacates the  
17 dwelling unit by the agreed-upon date of release;  
18 provided that:

19 (A) The tenant shall be liable for any delinquent,  
20 unpaid rent or other amounts owed to the landlord  
21 that accrued prior to the date of release; and



1           (B) The landlord may maintain any claim available  
2                           under section 521-69.

3 Notwithstanding the release of the tenant from a rental  
4 agreement under this subsection, the tenancy shall continue for  
5 any remaining tenant under the terms of the rental agreement.

6           (c) Upon written request of a tenant who is a victim of  
7 domestic violence, and at the tenant's expense, a landlord shall  
8 change the locks to the tenant's residence or authorize the  
9 tenant to do so within three business days of receipt of the  
10 written request.

11           (d) A landlord may request verification of a tenant's  
12 status as a victim of domestic violence. Any verification  
13 information shall be confidential and may be disclosed only as  
14 evidence in a summary possession proceeding or action for unpaid  
15 rent or damages, upon the written consent of the tenant, or as  
16 otherwise required or authorized by law. Upon the request of  
17 the landlord, the tenant may provide as verification:

18           (1) A letter of verification or other documentation from a  
19                           law enforcement agency that states that the tenant  
20                           notified the law enforcement agency that the tenant  
21                           was a victim of domestic violence and specifies the



1           date on which the tenant reported that the domestic  
2           violence occurred;

3           (2) A copy of an enforceable temporary restraining order  
4           or protective order issued pursuant to section 586-4  
5           or 586-5.5; or

6           (3) The signed declaration of an organization or member of  
7           a profession serving victims of domestic violence,  
8           including a domestic violence agency, a minister, a  
9           therapist, or other social service agency, stating  
10           that the tenant sought assistance as a victim and  
11           specifying the date on which the tenant reported that  
12           the domestic violence occurred."

13           SECTION 3. Section 521-8, Hawaii Revised Statutes, is  
14           amended by adding a new definition to be appropriately inserted  
15           and to read as follows:

16           "Victim of domestic violence" means a person who is  
17           protected by a temporary restraining order or protective order  
18           issued pursuant to section 586-4 or 586-5.5 within a year of an  
19           action falling within subsection (a), (b), or (c) of section  
20           521-\_\_\_\_\_ and who:

21           (1) Was a victim of a felony or misdemeanor crime of  
22           violence committed by a current or former spouse, by a



1 person with whom the victim shares custody of a child,  
2 or by a person who is cohabitating with or has  
3 cohabitated with the victim;

4 (2) Was the victim of harassment by stalking as defined by  
5 section 711-1106.5;

6 (3) Was protected by a temporary restraining order or  
7 protective order issued pursuant to section 586-4 or  
8 586-5.5 and the order was violated; or

9 (4) Sought assistance as a victim from an organization or  
10 member of a profession serving victims of domestic  
11 violence, including a domestic violence agency, a  
12 minister, a therapist, or social service agency."

13 SECTION 4. Section 521-74, Hawaii Revised Statutes, is  
14 amended to read as follows:

15 "**§521-74 Retaliatory or discriminatory evictions [~~and rent~~**  
16 **~~increases~~] prohibited.** (a) Notwithstanding that the tenant has  
17 no written rental agreement or that it has expired, so long as  
18 the tenant continues to tender the usual rent to the landlord or  
19 proceeds to tender receipts for rent lawfully withheld, no  
20 action or proceeding to recover possession of the dwelling unit  
21 may be maintained against the tenant, nor shall the landlord  
22 otherwise cause the tenant to quit the dwelling unit



1 involuntarily, nor demand an increase in rent from the tenant;  
2 nor decrease the services to which the tenant has been entitled,  
3 after:

4 (1) The tenant has complained in good faith to the  
5 department of health, landlord, building department,  
6 office of consumer protection, or any other  
7 governmental agency concerned with landlord-tenant  
8 disputes of conditions in or affecting the tenant's  
9 dwelling unit ~~[which]~~ that constitutes a violation of  
10 a health law or regulation or of any provision of this  
11 chapter; ~~[or]~~

12 (2) The department of health or other governmental agency  
13 has filed a notice or complaint of a violation of a  
14 health law or regulation or any provision of this  
15 chapter; or

16 (3) The tenant has in good faith requested repairs under  
17 section 521-63 or 521-64.

18 (b) Notwithstanding that a tenant who is a victim of  
19 domestic violence has no written rental agreement or that it has  
20 expired, so long as the tenant continues to tender the usual  
21 rent to the landlord or proceeds to tender receipts for rent  
22 lawfully withheld, no action or proceeding to recover possession



1 of the dwelling unit may be maintained against the tenant, nor  
2 shall the landlord otherwise cause the tenant to quit the  
3 dwelling unit involuntarily, based upon the tenant's status as a  
4 victim of domestic violence. Nothing in this subsection shall  
5 prevent the landlord from establishing and proving a legitimate,  
6 non-discriminatory reason for an action or proceeding to recover  
7 possession of the dwelling unit.

8       ~~[(b)]~~ (c) Notwithstanding ~~[subsection (a),]~~ subsections  
9 (a) and (b), the landlord may recover possession of the dwelling  
10 unit if:

- 11       (1) The tenant is committing waste, or a nuisance, or is  
12       using the dwelling unit for an illegal purpose or for  
13       other than living or dwelling purposes in violation of  
14       the tenant's rental agreement;
- 15       (2) The landlord seeks in good faith to recover possession  
16       of the dwelling unit for immediate use as the  
17       landlord's own abode or that of the landlord's  
18       immediate family;
- 19       (3) The landlord seeks in good faith to recover possession  
20       of the dwelling unit for the purpose of substantially  
21       altering, remodeling, or demolishing the premises;



- 1           (4) The complaint or request of subsection (a) relates  
2           only to a condition or conditions caused by the lack  
3           of ordinary care by the tenant or another person in  
4           the tenant's household or on the premises with the  
5           tenant's consent;
- 6           (5) The landlord has received from the department of  
7           health certification that the dwelling unit and other  
8           property and facilities used by or affecting the use  
9           and enjoyment of the tenant were on the date of filing  
10          of the complaint or request in compliance with health  
11          laws and regulations;
- 12          (6) The landlord has in good faith contracted to sell the  
13          property, and the contract of sale contains a  
14          representation by the purchaser corresponding to  
15          paragraph (2) or (3); or
- 16          (7) The landlord is seeking to recover possession on the  
17          basis of a notice to terminate a periodic tenancy,  
18          which notice was given to the tenant previous to the  
19          complaint or request of subsection (a) [~~-~~] or prior to  
20          the landlord's knowledge of the tenant's status as a  
21          victim of domestic violence.





1           ~~[(e)]~~ (d) Any tenant from whom possession has been  
2 recovered or who has been otherwise involuntarily dispossessed,  
3 in violation of this section, is entitled to recover the damages  
4 sustained by the tenant and the cost of suit, including  
5 reasonable attorney's fees.

6           ~~[(d)]~~ (e) Notwithstanding subsection (a), the landlord may  
7 increase the rent if:

8           (1) The landlord has received from the department of  
9 health certification that the dwelling unit and other  
10 property and facilities used by and affecting the use  
11 and enjoyment of the tenant were on the date of filing  
12 of the complaint or request of subsection (a) in  
13 compliance with health laws and regulations;

14           (2) The landlord has become liable for a substantial  
15 increase in property taxes, or a substantial increase  
16 in other maintenance or operating costs not associated  
17 with the landlord's complying with the complaint or  
18 request, not less than four months prior to the demand  
19 for an increase in rent; and the increase in rent does  
20 not exceed the prorated portion of the net increase in  
21 taxes or costs;



1           (3) The landlord has completed a capital improvement of  
2           the dwelling unit or the property of which it is a  
3           part and the increase in rent does not exceed the  
4           amount which may be claimed for federal income tax  
5           purposes as a straight-line depreciation of the  
6           improvement, prorated among the dwelling units  
7           benefited by the improvement;

8           (4) The complaint or request of subsection (a) relates  
9           only to a condition or conditions caused by the want  
10          of due care by the tenant or another person of the  
11          tenant's household or on the premises with the  
12          tenant's consent; or

13          (5) The landlord can establish, by competent evidence,  
14          that the rent now demanded of the tenant does not  
15          exceed the rent charged other tenants of similar  
16          dwelling units in the landlord's building or, in the  
17          case of a single-family residence or where there is no  
18          similar dwelling unit in the building, does not exceed  
19          the market rental value of the dwelling unit."

20          SECTION 5. If any provision of this Act, or the  
21          application thereof to any person or circumstance is held  
22          invalid, the invalidity does not affect other provisions or



1 applications of the Act, which can be given effect without the  
2 invalid provision or application, and to this end the provisions  
3 of this Act are severable.

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

6 SECTION 7. This Act shall take effect upon its approval.  
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INTRODUCED BY:

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**Report Title:**

Rental Housing Eviction Protection; Domestic Violence Victims

**Description:**

Prohibits a landlord from evicting a rental housing tenant solely on the basis that the tenant is a victim of domestic violence.

