

SB 690

Measure Title: RELATING TO THE RESIDENTIAL LANDLORD-TENANT CODE.

Report Title: Residential Landlord-Tenant Code; Rent

Description: Specifies that a landlord and tenant may agree that duly apportioned rent shall be due at intervals more frequent than monthly.

Companion:

Package: None

Current Referral: CPN



The REALTOR® Building
1136 12th Avenue, Suite 220
Honolulu, Hawaii 96816

Phone: (808) 733-7060
Fax: (808) 737-4977
Neighbor Islands: (888) 737-9070
Email: har@hawaii Realtors.com

February 23, 2011

The Honorable Rosalyn H. Baker, Chair
Senate Committee on Commerce and Consumer Protection
State Capitol, Room 229
Honolulu, Hawaii 96813

RE: S.B. 690, Relating to the Residential Landlord-Tenant Code

HEARING: Wednesday, February 23, 2011 at 8:30 a.m.

Aloha Chair Baker, Vice Chair Taniguchi and Members of the Committee:

I am Aron Espinueva, Government Affairs Specialist, here to testify on behalf of the Hawai'i Association of REALTORS® ("HAR"), the voice of real estate in Hawai'i and its 8,500 members. HAR would like to make the following **comments** with respect to S.B. 690 which specifies that a landlord and tenant may agree that duly apportioned rent shall be due at intervals more frequent than monthly.

Hawaii Revised Statutes Section 521-21 provides that: "[r]ents shall be payable at the time and place agreed to by the parties." As such, landlords and tenants are already free to agree to any rent payment time intervals they choose.

Attached is a copy of HAR's Rental Agreement form, which demonstrates that the current law and practice allows parties to agree to appropriate rent payment intervals.

For these reasons, HAR believes that S.B. 690 is unnecessary.

Mahalo for the opportunity to testify.

Enclosure



6. **RENT:** The rent is \$ _____ (U.S. Funds)
 per Month or Week or Day, PAYABLE IN ADVANCE, without notice, demand, or deduction. Payment is due on the
 _____ day of each Month or Week BEGINNING ON _____ (date). TENANT must pay to LANDLORD,

 at this address: _____
 LANDLORD will give TENANT a receipt for rents paid in cash and, upon request, for rents paid by checks.

7. **LATE FEES AND OTHER CHARGES:** TENANT must pay a late fee of _____ for each rental payment LANDLORD does not receive by _____ am pm of the _____ day after payment is due. In addition, interest at _____ % per year will be charged on all rent and other sums TENANT does not pay to LANDLORD on time.

8. **SECURITY DEPOSIT:** TENANT must pay \$ _____ IN ADVANCE as a security deposit. By law, this deposit may not be more than one month's rent. LANDLORD may not receive more than the security deposit and the first month's rent. TENANT MAY NOT USE THIS DEPOSIT AS TENANT'S LAST MONTH'S RENT. Any interest earned on the security deposit shall be paid to _____ TENANT'S security deposit will be held by _____.

9. **UTILITIES AND SERVICES:** If they are checked, TENANT must take care of and arrange and pay for the following items from the date TENANT'S occupancy starts until it ends:

- | | | | |
|--|---------------------------------------|---|--|
| <input type="checkbox"/> Cesspool/Septic pumping | <input type="checkbox"/> Pool Service | <input type="checkbox"/> Telephone (basic) | <input type="checkbox"/> TV cable (additional) |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Refuse | <input type="checkbox"/> Telephone (additional) | <input type="checkbox"/> Water |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Sewer | <input type="checkbox"/> TV cable (basic) | <input type="checkbox"/> Yard Service |
| <input type="checkbox"/> Other _____ | | | |

10. **KEYS, CARDS AND LOCKS:** LANDLORD is giving TENANT the unit entry keys, security keys, key fobs, parking cards, garage door openers, locks, mail box keys, etc. listed below. TENANT may not have additional keys or cards made or locks changed or added without prior written approval of LANDLORD.

Item:	Number Given To TENANT:	Item	Number Given To TENANT:
_____		_____	
_____		_____	
_____		_____	

11. **SPECIAL TERMS:** (Please Number)

12. **RECEIPT BY TENANT:** Receipt of the following, if checked, is acknowledged by TENANT:

- | | |
|---|--|
| <input type="checkbox"/> Fair Housing Information | <input type="checkbox"/> Lead-Based Paint Pamphlet |
| <input type="checkbox"/> House Rules | <input type="checkbox"/> Other: _____ |

13. **ADDENDA:** The following, if checked, are attached to and made a part of this Rental Agreement:

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Lead-Based Paint Addendum | <input type="checkbox"/> Pet Addendum | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Property Condition Form | <input type="checkbox"/> Vacating Instructions | <input type="checkbox"/> Other: _____ |

14. **DISCLOSURE OF REAL ESTATE LICENSING STATUS:** Hawaii law requires that licensees disclose that they hold a real estate license in any transaction in which they, as a principal, are renting or offering to rent real property, or in which they are renting or offering to rent for themselves, immediate relatives, or an entity in which they have an interest. If applicable, the licensee(s) in this transaction disclose the following:

15. **NATIONAL ASSOCIATION OF REALTORS® (NAR) MEMBERSHIP:** Check all that apply:

- | | | | |
|--------------------------------|--|---------------------------------|---|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Property Manager/Brokerage Firm | <input type="checkbox"/> TENANT | hold(s) membership in the NAR and subscribe(s) to its Code of Ethics. |
|--------------------------------|--|---------------------------------|---|

 TENANT'S INITIALS & DATE

 LANDLORD'S INITIALS & DATE