



GOV. MSG. NO. 1119

EXECUTIVE CHAMBERS
HONOLULU

DAVID Y. IGE
GOVERNOR

May 25, 2021

The Honorable Ronald D. Kouchi,
President
and Members of the Senate
Thirty First State Legislature
State Capitol, Room 409
Honolulu, Hawai'i 96813

The Honorable Scott K. Saiki,
Speaker and Members of the
House of Representatives
Thirty First State Legislature
State Capitol, Room 431
Honolulu, Hawai'i 96813

Dear President Kouchi, Speaker Saiki, and Members of the Legislature:

This is to inform you that on May 25, 2021, the following bill was signed into law:

HB391 HD3 SD2

RELATING TO THE RESIDENTIAL LANDLORD-
TENANT CODE.

ACT 019 (21)

Sincerely,

DAVID Y. IGE
Governor, State of Hawai'i

A BILL FOR AN ACT

RELATING TO THE RESIDENTIAL LANDLORD-TENANT CODE.

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

SECTION 1. The purpose of this Act is to establish a process for the early termination of a rental agreement for certain active duty servicemembers who:

(1) Receive military orders requiring the servicemember tenant to vacate civilian housing and move into on-post government quarters; provided that failure to move into on-post government quarters will result in a forfeiture of basic allowance for housing; or

(2) Die while serving on active duty.

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

"§521- Early termination of tenancy; servicemember tenants. (a) A servicemember 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 servicemember tenant receives military orders requiring the



1 servicemember tenant to vacate civilian housing and move into
2 on-post government quarters; provided that:

3 (1) Failure to move into on-post government quarters will
4 result in a forfeiture of the servicemember tenant's
5 basic allowance for housing;

6 (2) The servicemember tenant requests permission from
7 their commanding officer to maintain their housing
8 allowance and their request is denied; and

9 (3) The servicemember tenant submits at least thirty days
10 written notice to the landlord.

11 (b) When the tenancy is from month to month, a
12 servicemember tenant may terminate a rental agreement without
13 penalty or fees for early termination or liability for future
14 rent if the servicemember tenant receives military orders
15 requiring the servicemember tenant to vacate civilian housing
16 and move into on-post government quarters; provided that failure
17 to move into on-post government quarters will result in a
18 forfeiture of the servicemember tenant's basic allowance for
19 housing; provided further that the servicemember tenant submits
20 at least fifteen days written notice to the landlord.



1 (c) The written notice required under subsection (a)
2 or (b) shall be accompanied by the following documents:

3 (1) Either:

4 (A) A copy of official military orders; or

5 (B) A written verification signed by the
6 servicemember tenant's commanding officer; and

7 (2) Written proof from the servicemember tenant's
8 commanding officer that the servicemember tenant's
9 request to maintain their housing allowance was
10 denied.

11 (d) In the event a servicemember tenant dies during active
12 duty, an adult member of the servicemember tenant's family may
13 terminate a rental agreement of a term of one year or less, or a
14 rental agreement with a month to month tenancy, without penalty
15 or fees for early termination or liability for future rent if
16 the family member provides at least fifteen days written notice
17 to the landlord. The notice shall be accompanied by a copy of
18 the servicemember tenant's death certificate and:

19 (1) A copy of official military orders showing the
20 servicemember tenant was on active duty; or



1 (2) A written verification signed by the servicemember
2 tenant's commanding officer.

3 (e) If the servicemember tenant is solely liable on the
4 rental agreement, the rental agreement shall terminate on the
5 early termination date described in subsection (a), (b), or (d),
6 and the servicemember tenant or servicemember tenant's estate or
7 family member, as applicable, shall be liable for rent owed
8 through the early termination date plus any previous obligations
9 outstanding as of that date. The amount due from the
10 servicemember tenant shall be paid to the landlord on or before
11 the early termination date.

12 (f) If there are multiple tenants who are parties to the
13 rental agreement, the release of one or more servicemember
14 tenants under this section shall not terminate the rental
15 agreement with respect to the other non-terminating tenants;
16 provided that the other non-terminating tenants demonstrate an
17 ability to pay the rent under the rental agreement, as
18 determined by the landlord. If the other non-terminating
19 tenants fail to demonstrate an ability to pay the rent, the
20 landlord may terminate the rental agreement by giving notice of
21 early termination to the other non-terminating tenants at least



1 thirty days before the early termination date specified in the
2 notice; provided that the landlord shall not assess any penalty
3 or fees for the early termination. The amount due from the
4 other non-terminating tenants shall be paid to the landlord on
5 or before the early termination date.

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

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

11 (2) Early termination is effected pursuant to this
12 section, in which case each terminating tenant shall
13 receive a prorated share of any security deposit or
14 prepaid rent from the landlord upon termination of the
15 rental agreement; provided that the percentage of any
16 security deposit to be returned shall be determined by
17 the parties in writing; provided further that if there
18 is no determination made by the parties regarding the
19 percentage share of the security deposit, the landlord
20 shall be permitted to refund the security deposit in
21 equal shares to each tenant on the rental agreement.



1 (g) If a servicemember tenant or an adult member of the
2 servicemember tenant's family submits notice of early
3 termination in compliance with this section, the landlord shall:

4 (1) Return a prorated share of all security deposits
5 recoverable by the terminating servicemember tenant or
6 the terminating servicemember tenant's family member
7 under section 521-44 and prepaid rent recoverable by
8 the terminating servicemember tenant or the
9 terminating servicemember tenant's family member
10 following the servicemember tenant's or family
11 member's surrender of the dwelling unit, except as
12 otherwise provided in subsection (f); provided that
13 the landlord may withhold a prorated amount of the
14 security deposit for payment of damages that the
15 landlord has suffered by reason of the terminating
16 servicemember tenant's noncompliance with
17 section 521-51; and

18 (2) Not assess any fee or penalty against the terminating
19 servicemember tenant or the terminating servicemember
20 tenant's family member for exercising any right
21 granted under this section.



1 (h) This section shall not affect a servicemember tenant's
2 liability for delinquent, unpaid rent, or other amounts owed to
3 the landlord before the rental agreement was terminated by the
4 servicemember tenant or servicemember tenant's family member
5 under this section.

6 (i) Nothing in this section shall be construed to infringe
7 upon or affect in any way the rights a servicemember tenant may
8 have under the federal Servicemembers Civil Relief Act,
9 P.L. 108-189, or chapter 657D.

10 (j) This section shall not apply if the military orders
11 are a result of disciplinary action or court order.

12 (k) For the purposes of this section, "servicemember
13 tenant" means an active duty member of the regular or reserve
14 component of the United States armed forces, the United States
15 Coast Guard, or the Hawaii national guard, who is on ordered
16 federal duty for a period of ninety days or more and who is a
17 party to a rental agreement under this chapter."

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

21



- 1 SECTION 4. New statutory material is underscored.
- 2 SECTION 5. This Act shall take effect on November 1, 2021.

APPROVED this 25 day of MAY , 2021

David Ige

GOVERNOR OF THE STATE OF HAWAII



HB No. 391, HD 3, SD 2

THE HOUSE OF REPRESENTATIVES OF THE STATE OF HAWAII

Date: April 27, 2021
Honolulu, Hawaii

We hereby certify that the above-referenced Bill on this day passed Final Reading in the House of Representatives of the Thirty-First Legislature of the State of Hawaii, Regular Session of 2021.



Scott K. Saiki
Speaker
House of Representatives

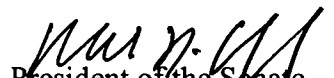


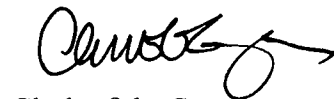
Brian L. Takeshita
Chief Clerk
House of Representatives

THE SENATE OF THE STATE OF HAWAI‘I

Date: April 9, 2021
Honolulu, Hawaii 96813

We hereby certify that the foregoing Bill this day passed Third Reading in the Senate
of the Thirty-First Legislature of the State of Hawai‘i, Regular Session of 2021.


President of the Senate


Clerk of the Senate