

FIFTEEN CALENDAR DAY NOTICE OF TERMINATION FOR FAILURE TO PAY RENT

(This notice for use from August 7, 2021 to August 6, 2022)

HAWAI'I ISLAND NOTICE

Date: _____

To Tenant(s) at _____

This Notice is regarding unpaid rent. Unless the outstanding balance on your rent is resolved, a summary possession (eviction) lawsuit may be filed as soon as 15-calendar-days after the date of this notice.

Participation in mediation can provide you, as tenant(s), more time to work out a resolution with your landlord. Mediation is a process in which a neutral mediator assists parties in trying to reach a voluntary agreement. If you agree to mediation within 15-calendar-days of the date of this letter, your landlord will be required to wait an additional 15-days before filing an eviction lawsuit (for a total of 30-days). If you would like to participate in mediation and receive the additional 15-days to try and resolve this matter, please contact the non-profit community mediation center (or respond when they contact you) as follows:

East Hawaii KU'IKAHI MEDIATION CENTER
Tel: (808) 935-7844 ext. 8
Fax: (808) 961-9727
hawaiimediation.org/landlordtenant
landlordtenant@hawaiimediation.org

West Hawaii WEST HAWAI'I MEDIATION CENTER
Tel: (808) 664-0991
Fax: (808) 887-0525
whmediation.org/our-services/landlord-tenant
ksims@whmediation.org

Below is the information that is required to be provided to you by Hawaii Revised Statutes Section 521-68(b) prior to filing a summary possession lawsuit. Please take note of the information and the time periods referenced below.

(1) The name of the landlord or the landlord's agent and the landlord's or landlord's agent's contact information, including, if possible, phone number, email address, and mailing address:

- Landlord
- Address
- City/State/Zip
- Phone
- Email
- Contact Person

Hereinafter referred to as "Landlord" or "landlord."

(2) The address of the dwelling unit subject to the rental agreement/lease:

Address/Unit
City/State/Zip

(3) The name and contact information of tenant(s) on the rental agreement/lease, including, if possible, phone number, email address, and mailing address. If required, please attach another page to include additional tenant(s).

Tenant(s) Name
Phone
Email
Mailing address

Tenant(s) Name
Phone
Email
Mailing address

Tenant(s) Name
Phone
Email
Mailing address

Hereinafter referred to as "tenant" or "tenant(s)."

(4) The monthly rental rate of the dwelling unit:

Rent under rental agreement/lease: \$_____

(5) The current amount of the rent due as of the date of the notice, after applying all rent paid from all sources:

\$_____ as of the date of this notice.

(6) Whether the landlord or landlord's agent has applied for rental assistance or been contacted on behalf of the tenant(s) by any agency providing rental assistance. Check one in both section 6(a) and 6(b)

6(a) Landlord

Has applied for rental assistance for the tenant(s) identified above in paragraph (3).

OR

Has not applied for rental assistance for the tenant(s) identified above in paragraph (3).

AND

6(b) Landlord

Has been contacted by any agency providing rental assistance regarding assistance for the tenant(s) identified above in paragraph (3).

OR

Has not been contacted by any agency providing rental assistance regarding assistance for the tenant(s) identified above in paragraph (3).

(7) Any rental assistance received by the landlord or landlord's agent has been credited to the tenant's amount due.

(8) A copy of this fifteen-calendar day notice is also being provided to the mediation center indicated at the beginning of this notice, in order for the mediation center to contact the tenant(s) to attempt to schedule a mediation regarding the nonpayment of rent:

(9) The mediation center identified will provide proof to the landlord that the notice was received and provide confirmation of the scheduled date and time of mediation.

(10) Landlord or Landlord's agent may file an action for summary possession if the rent due is not paid and if mediation is not scheduled within fifteen calendar days after the tenant's receipt of the fifteen-calendar day notice, regardless of whether the scheduled mediation session occurs within the fifteen calendar days;

(11) If mediation is not scheduled within fifteen calendar days after receipt of the notice, regardless of whether the scheduled mediation session occurs within the fifteen-calendar day period, then the landlord may file an action for summary possession after the expiration of the fifteen-calendar day period. If mediation is scheduled before the expiration of the fifteen-calendar day period, regardless of whether the scheduled mediation session occurs within the fifteen calendar days, then the landlord shall only file an action for summary possession after the expiration of thirty calendar days following the tenant's receipt of the fifteen-calendar day notice. If the fifteen-calendar day notice was mailed, receipt of notice shall be deemed to be two days after the date of the postmark. If the fifteen-calendar day notice was posted on the premises, receipt of notice shall be deemed to be the date of posting. If an agreement is reached before the filing of an action for summary possession, whether through mediation or otherwise, then the landlord shall not bring an action for summary possession against the tenant(s), except as provided in any agreement that may be reached. The landlord shall be required to note the status of the mediation or settlement effort and proof of sending or posting the fifteen-calendar day notice to the mediation center in the action for summary possession.

(12) Any summary possession action filed by Landlord may be subject to additional requirements and protections under state or federal law. Tenant(s) is encouraged to seek their own legal advice regarding their rights and responsibilities.

(13) Landlord or Landlord's agent shall engage in mediation if mediation is scheduled.