
A BILL FOR AN ACT

RELATING TO THE LANDLORD-TENANT CODE.

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

1 SECTION 1. The legislature finds that, due to the August
2 2023 Maui wildfires, thousands of Hawaii residents have lost
3 their jobs and have been unable to pay their rent. The governor
4 has issued proclamations relating to wildfires to provide
5 protections for tenants struggling to pay rent during this time,
6 including an eviction moratorium that prohibits any eviction
7 from a residential dwelling unit for failure to pay rent. The
8 legislature finds, however, that the eviction moratorium will
9 eventually expire. Therefore, a balanced approach is needed to
10 encourage communications and facilitate mediation between
11 landlords and tenants to help reduce the large number of summary
12 possession proceedings that are expected to follow the
13 expiration of certain wildfire proclamations.

14 Accordingly, the purpose of this Act is to establish a
15 pre-litigation mediation procedure for tenancies that are
16 subject to the eviction moratorium issued under the governor's



1 emergency proclamations relating to wildfires once the eviction
2 moratorium expires. The procedure includes:

3 (1) Requiring landlords to:

4 (A) Provide tenants a fifteen-calendar-day written
5 notice before bringing an action for summary
6 possession of the dwelling unit;

7 (B) Provide the notice to a state-funded mediation
8 center that offers free mediation for residential
9 landlord-tenant matters; and

10 (C) Engage in mediation and delay filing of the
11 action for summary possession if a tenant
12 schedules or attempts to schedule a mediation;

13 (2) Prohibiting landlords from bringing summary possession
14 actions for failure to pay rent unless the rent amount
15 due exceeds certain months' worth depending on the
16 period passed after the expiration of the final
17 eviction moratorium; and

18 (3) Requiring tenants and landlords to be responsible for
19 their own attorney's fees and costs related to
20 pre-litigation mediation.



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

4 "§521- Pre-litigation mediation for tenancies subject
5 to certain emergency proclamations. (a) This section shall
6 apply to any tenancy subject to suspension of sections 521-68
7 and 521-71 and chapter 666, under emergency proclamations issued
8 by the governor and relating to wildfires when it becomes
9 legally permissible to terminate a residential tenancy for
10 nonpayment of rent.

11 (b) A landlord or the landlord's agent, any time after
12 rent is due, may demand payment thereof and notify the tenant in
13 writing that unless payment is made within a time period
14 mentioned in the notice as provided in subsection (c), not less
15 than fifteen calendar days after receipt thereof, the rental
16 agreement shall be terminated. If the tenant cannot be served
17 with notice as required, notice may be given to the tenant by
18 posting the same in a conspicuous place on the dwelling unit,
19 and the notice shall be deemed received on the date of posting.
20 If the tenant remains in default, the landlord may thereafter
21 bring a summary proceeding for possession of the dwelling unit



1 or any other proper proceeding, action, or suit for possession,
2 subject to subsections (c) through (j). The notice required in
3 this section need not be given if the action is based on the
4 breach of a mediated agreement or other settlement agreement.

5 (c) The fifteen-calendar-day notice shall provide, at a
6 minimum, the following information:

7 (1) The name of the landlord or the landlord's agent and
8 the landlord's or landlord's agent's contact
9 information, including, if possible, phone number,
10 electronic mail address, and mailing address;

11 (2) The address of the dwelling unit subject to the rental
12 agreement;

13 (3) The name and contact information of each tenant,
14 including, if possible, phone number, electronic mail
15 address, and mailing address;

16 (4) The monthly rental rate of the dwelling unit;

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



- 1 (6) Whether the landlord or landlord's agent has applied
2 for rental assistance or been contacted on behalf of
3 the tenant by any agency providing rental assistance;
4 (7) That any rental assistance received by the landlord or
5 landlord's agent has been credited to the tenant's
6 amount due;
7 (8) That a copy of the fifteen-calendar-day notice being
8 provided to the tenant is also being provided to the
9 mediation center to be identified by the landlord and,
10 in accordance with subsection (d), in order for the
11 mediation center to contact the landlord and tenant to
12 attempt to schedule a mediation regarding the
13 nonpayment of rent;
14 (9) That the mediation center will provide proof to the
15 landlord that the notice was received and provide
16 confirmation of the scheduled date and time of
17 mediation;
18 (10) That the landlord or landlord's agent may file an
19 action for summary possession if the rent due is not
20 paid and if mediation is not scheduled within fifteen
21 calendar days after the tenant's receipt of the



1 fifteen-calendar-day notice, regardless of whether the
2 scheduled mediation session occurs within the fifteen
3 calendar days;
4 (11) A warning in bold typeface print that says: "If
5 mediation is not scheduled within fifteen calendar
6 days after receipt of the notice, regardless of
7 whether the scheduled mediation session occurs within
8 the fifteen-calendar-day period, then the landlord may
9 file an action for summary possession after the
10 expiration of the fifteen-calendar-day period. If
11 mediation is scheduled before the expiration of the
12 fifteen-calendar-day period, regardless of whether the
13 scheduled mediation session occurs within the fifteen
14 calendar days, then the landlord shall only file an
15 action for summary possession after the expiration of
16 thirty calendar days following the tenant's receipt of
17 the fifteen-calendar-day notice. If the tenant
18 cancels the scheduled mediation or does not appear at
19 the scheduled mediation, the landlord may file the
20 summary possession action immediately and shall not be
21 required to wait for the expiration of the thirty



1 calendar days. If the fifteen-calendar-day notice was
2 mailed, receipt of notice shall be deemed to be two
3 days after the date of the postmark. If the
4 fifteen-calendar-day notice was posted on the
5 premises, receipt of notice shall be deemed to be the
6 date of posting. If an agreement is reached before
7 the filing of an action for summary possession,
8 whether through mediation or otherwise, then the
9 landlord shall not bring an action for summary
10 possession against the tenant, except as provided in
11 any agreement that may be reached. The landlord shall
12 be required to note the status of the mediation or
13 settlement effort and proof of sending or posting the
14 fifteen-calendar-day notice to the mediation center in
15 the action for summary possession.";

16 (12) Notice that the eviction may be subject to additional
17 requirements and protections under state or federal
18 law and that the tenant is encouraged to seek the
19 tenant's own legal advice regarding their rights and
20 responsibilities; and



1 (13) That the landlord or landlord's agent and tenant shall
2 engage in mediation if mediation is scheduled.

3 (d) The landlord or the landlord's agent shall provide the
4 fifteen-calendar-day notice to any mediation center funded by
5 the State that offers free mediation for residential
6 landlord-tenant matters. The mediation center shall contact the
7 landlord or landlord's agent and the tenant to schedule the
8 mediation within fifteen calendar days of receipt of the
9 landlord's notice pursuant to subsection (c). The mediation
10 center shall offer to facilitate the mediation using remote
11 means, such as video conferencing, telephone, or other similar
12 means, and shall not require in-person mediation. If a tenant
13 schedules mediation within the fifteen-calendar-day period,
14 regardless of whether the scheduled mediation session occurs
15 within the fifteen-calendar-day period, the landlord shall only
16 file a summary proceeding for possession after the expiration of
17 thirty calendar days from the date of the tenant's receipt of
18 the landlord's notice. If the tenant schedules mediation, the
19 landlord and tenant shall participate. If the tenant schedules
20 but then cancels a mediation, or if the tenant does not appear
21 at the scheduled mediation, the landlord may file the action for



1 summary possession immediately and shall not be required to wait
2 for the expiration of the thirty calendar days.

3 (e) The summary possession complaint for nonpayment of
4 rent shall include:

5 (1) A document or documents from the mediation center
6 verifying that the landlord provided a copy of the
7 required fifteen-calendar-day notice to the mediation
8 center;

9 (2) A statement as to whether the landlord or landlord's
10 agent and tenant have participated in, or will
11 participate in, any scheduled mediation; and

12 (3) If mediation is pending, the date on which the
13 mediation is scheduled.

14 (f) If the mediation has not occurred as of, or been
15 scheduled for a future date after, the return hearing date on
16 the summary possession complaint, the court, in its discretion
17 and based on a finding of good cause, may order a separate
18 mediation.

19 (g) If the mediation has occurred as of the return hearing
20 date on the summary possession complaint, the court, in its



1 discretion and based on a finding of good cause, may order a
2 separate mediation.

3 (h) If there is any defect in the fifteen-calendar-day
4 notice described in subsection (c) provided by the landlord, and
5 the court determines that the defect was unintentional and
6 immaterial, the court may allow the landlord to cure the defect
7 without dismissing the action for summary possession.

8 (i) No landlord may bring an action for summary possession
9 for a tenant's failure to pay rent except pursuant to this
10 section and as follows:

11 (1) Beginning on the first day after the expiration date
12 of the final eviction moratorium through the
13 thirtieth day after the expiration date of the final
14 eviction moratorium, the rent due shall be equal to or
15 greater than four months of rent;

16 (2) Beginning on the thirty-first day after the expiration
17 date of the final eviction moratorium through the
18 ninety-first day after the expiration date of the
19 final eviction moratorium, the rent due shall be equal
20 to or greater than three months of rent;



1 (3) Beginning on the ninety-second day after the
2 expiration date of the final eviction moratorium
3 through the one hundred fifty-second day after the
4 expiration date of the final eviction moratorium, the
5 rent due shall be equal to or greater than two months
6 of rent; and

7 (4) Beginning on the one hundred fifty-third day after the
8 expiration date of the final eviction moratorium
9 through the three hundred sixty-fifth day after the
10 expiration date of the final eviction moratorium, the
11 rent due shall be equal to or greater than one month
12 rent.

13 For purposes of this subsection, "final eviction
14 moratorium" means an emergency proclamation or supplementary
15 proclamation, or any extension thereof, issued by the governor
16 and relating to wildfires, that prohibits any eviction from a
17 residential dwelling for a failure to pay rent, and either is
18 not intended to be renewed by the governor or, if renewed or
19 extended, is not intended to include any prohibition related to
20 evictions from a residential dwelling unit for failure to pay
21 rent; provided that nothing in this section shall prevent the



1 governor from either renewing or issuing a new emergency
2 proclamation that contains a prohibition against eviction from a
3 residential dwelling for failure to pay rent if that intention
4 should change.

5 (j) Each tenant and landlord shall be responsible for
6 bearing the party's own costs, including attorney's fees,
7 relating to the mediation.

8 (k) A landlord or the landlord's agent may bring an action
9 for rent alone at any time after the landlord has demanded
10 payment of past due rent and notified the tenant of the
11 landlord's intention to bring such an action."

12 SECTION 3. The suspension of sections 521-68 and 521-71,
13 Hawaii Revised Statutes, and chapter 666, Hawaii Revised
14 Statutes, in effect as of July 1, 2024, under the various
15 proclamations issued by the governor and relating to wildfires
16 may continue until termination of the proclamation by the
17 governor or expiration of the proclamation.

18 SECTION 4. There is appropriated out of the general
19 revenues of the State of Hawaii the sum of \$410,000 or so much
20 thereof as may be necessary for fiscal year 2024-2025 for the



1 judiciary to contract for mediation services required by this
2 Act.

3 The sum appropriated shall be expended by the judiciary for
4 the purposes of this Act.

5 SECTION 5. This Act does not affect rights and duties that
6 matured, penalties that were incurred, and proceedings that were
7 begun before its effective date; provided that any contract in
8 effect prior to the effective date of this Act that is
9 subsequently renewed or extended on or after the effective date
10 of this Act shall comply with the requirements of this Act.

11 SECTION 6. This Act shall not be applied so as to impair
12 any contract existing as of the effective date of this Act in a
13 manner violative of either the Hawaii State Constitution or
14 article I, section 10, of the United States Constitution.

15 SECTION 7. New statutory material is underscored.

16 SECTION 8. This Act shall take effect on July 1, 2024;
17 provided that the governor shall notify the chief justice,
18 legislature, and revisor of statutes no later than twenty days
19 prior to the expiration of the final eviction moratorium
20 identified in section 2 of this Act, that the governor will not
21 issue any further eviction moratoria in response to the



1 wildfires; provided further that section 2 of this Act shall
2 take effect on the date of the expiration of the final eviction
3 moratorium identified in section 2 of this Act; provided further
4 that on December 31, 2026, or upon the one-year anniversary of
5 the expiration date identified by the governor, whichever occurs
6 first, all provisions of this Act except section 4 shall be
7 repealed.



H.B. NO. 2742
H.D. 1
S.D. 2
C.D. 1

Report Title:

Landlord-Tenant Code; Summary Possession Proceedings; Notice; Mediation; Wildfires; Moratorium; Emergency Proclamation; Appropriation

Description:

Establishes a pre-litigation mediation procedure for tenancies that are subject to the eviction moratorium issued under the Governor's emergency proclamations relating to wildfires once the eviction moratorium expires. Restricts when landlord remedies are available depending on the amount of rent due. Appropriates funds to the Judiciary for mediation services. Effective 7/1/2024, except the new pre-litigation procedures are effective on the expiration of the final eviction moratorium. Repeals certain provisions on 12/31/2026, or on the one-year anniversary of the expiration of the Governor's final eviction moratorium emergency supplementary proclamation relating to wildfires, whichever occurs sooner. (CD1)

The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.

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