
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. Section 521-21, Hawaii Revised Statutes, is
2 amended by amending subsection (d) to read as follows:

3 "(d) When the tenancy is from month to month, the amount
4 of rent for [~~such~~] the tenancy shall not be increased by the
5 landlord without written notice given [~~forty-five~~] fifteen
6 consecutive days prior to the effective date of the increase."

7 SECTION 2. Section 521-42, Hawaii Revised Statutes, is
8 amended by amending subsection (a) to read as follows:

9 "(a) The landlord shall at all times during the tenancy:

10 (1) Comply with all applicable building and housing laws
11 materially affecting health and safety;

12 (2) Keep common areas of a multi-dwelling unit premises in
13 a clean and safe condition;

14 (3) Make all repairs and arrangements necessary to put and
15 keep the premises in a habitable condition;

16 (4) Maintain all electrical, plumbing, and other

17 facilities and appliances supplied by the landlord in



1 good working order and condition, subject to
2 reasonable wear and tear; and
3 (5) Except in the case of a single family residence,
4 provide and maintain appropriate receptacles and
5 conveniences for the removal of normal amounts of
6 rubbish and garbage, and arrange for the frequent
7 removal of [~~such~~] these waste materials[~~; and~~

8 ~~(6) Except in the case of a single family residence, or~~
9 ~~where the building is not required by law to be~~
10 ~~equipped for the purpose, provide for the supplying of~~
11 ~~running water as reasonably required by the tenant].~~

12 Prior to the initial date of initial occupancy, the
13 landlord shall inventory the premises and make a written record
14 detailing the condition of the premises and any furnishings or
15 appliances provided. [~~Duplicate copies~~] A duplicate copy of
16 this inventory shall be signed by the landlord and by the tenant
17 and a copy [~~given~~] shall be provided to [~~each~~] the tenant. In
18 an action arising under this section, the executed copy of the
19 inventory shall be presumed to be correct. If the landlord
20 fails to make [~~such~~] an inventory and written record, the
21 condition of the premises and any furnishings or appliances



1 provided, upon the termination of the tenancy shall be
2 rebuttably presumed to be the same as when the tenant first
3 occupied the premises."

4 SECTION 3. Section 521-43, Hawaii Revised Statutes, is
5 amended by amending subsections (f) and (g) to read as follows:

6 "(f) Any owner or landlord who resides without the State
7 or on another island from where the rental unit is located shall
8 designate on the written rental agreement an agent [~~residing on~~
9 ~~the same island where the unit is located~~] in the State to act
10 in the owner's or landlord's behalf. In the case of an oral
11 rental agreement, the information shall be supplied to the
12 tenant, on demand, in a written statement."

13 (g) Subsections (a) and (b) to the contrary
14 notwithstanding, the information required to be disclosed to a
15 tenant, instead of being disclosed in the manner described in
16 subsections (a) and (b), may be disclosed as follows:

17 (1) In each multi-unit single-owner dwelling structure
18 containing an elevator, a printed or typewritten
19 notice containing the information required by
20 subsections (a) and (b) shall be placed and



1 continuously maintained in every elevator and in one
2 other conspicuous place;

3 (2) In each multi-unit single-owner dwelling structure not
4 containing an elevator, a printed or typewritten
5 notice containing the information required by
6 subsections (a) and (b) shall be placed and
7 continuously maintained in at least two conspicuous
8 places; and

9 (3) In each multi-unit dwelling structure, a printed or
10 typewritten notice containing the information required
11 by subsections (a) and (b) shall be [~~posted within the~~
12 ~~unit in a conspicuous place.~~] provided to the tenant
13 by electronic mail or regular mail."

14 SECTION 4. Section 521-44, Hawaii Revised Statutes, is
15 amended as follows:

16 1. By amending subsection (c) to read:

17 "(c) At the termination of a rental agreement in which the
18 landlord required and received a security deposit if the
19 landlord proposes to retain any amount of the security deposit
20 for any of the purposes specified in subsection (a), the
21 landlord shall so notify the tenant, in writing, unless the



1 tenant had wrongfully quit the dwelling unit, together with the
2 particulars of and grounds for the retention, including written
3 evidence of the costs of remedying tenant defaults, such as
4 estimates or invoices for material and services or of the costs
5 of cleaning, such as receipts for supplies and equipment or
6 charges for cleaning services. If the tenant defaults due to
7 accidental or intentional damages resulting from the tenant's
8 failure to comply with section 521-51 and the tenant attempts to
9 repair the damages, the landlord may determine whether the
10 repairs are adequate and, if the repairs are deemed to be
11 inadequate, retain any amount of the security deposit necessary
12 to adequately repair the damages. The security deposit, or the
13 portion of the security deposit remaining after the landlord has
14 claimed and retained amounts authorized under this section, if
15 any, shall be returned to the tenant not later than fourteen
16 days after the termination of the rental agreement. If the
17 landlord does not furnish the tenant with the written notice and
18 other information required by this subsection, within fourteen
19 days after the termination of the rental agreement, the landlord
20 shall not be entitled to retain the security deposit or any part
21 of it, and the landlord shall return the entire amount of the



1 security deposit to the tenant. A return of the security
2 deposit or the furnishing of the written notice and other
3 required information in compliance with the requirements of this
4 subsection shall be presumptively proven if [~~mailed~~] sent to the
5 tenant[~~r~~] by mail or electronic mail, at a mailing or an
6 electronic mail address supplied to the landlord by the tenant,
7 with acceptable proof of mailing or sending by electronic mail
8 and postmarked or timestamped before midnight of the fourteenth
9 day after the date of the termination of the rental agreement or
10 if there is an acknowledgment by the tenant of receipt within
11 the fourteen-day limit. All actions for the recovery of a
12 landlord's complete or partial retention of the security deposit
13 shall be instituted not later than [~~one year~~] three months after
14 termination of the rental agreement."

15 2. By amending subsection (d) to read:

16 "(d) For the purposes of this section if a tenant is
17 absent from the dwelling unit for a continuous period of
18 [~~twenty~~] five days or more without written notice to the
19 landlord the tenant shall be deemed to have wrongfully quit the
20 dwelling unit; provided that the tenant shall not be considered
21 to be absent from the dwelling unit without notice to the



1 landlord during any period for which the landlord has received
2 payment of rent. In addition to any other right or remedy the
3 landlord has with respect to [~~such a~~] the tenant the landlord
4 may retain the entire amount of any security deposit the
5 landlord has received from or on behalf of [~~such~~] the tenant."

6 3. By amending subsection (h) to read:

7 "(h) In any action in the small claims division of the
8 district court pursuant to subsection (g) where the court
9 determines that:

10 (1) The landlord wrongfully and wilfully retained a
11 security deposit or part of a security deposit, the
12 court may award the tenant damages in an amount equal
13 to [~~three times~~] the amount of the security deposit,
14 or part thereof, wrongfully and wilfully retained and
15 the cost of suit[-];

16 (2) The landlord wrongfully retained a security deposit or
17 part of a security deposit, the court shall award the
18 tenant damages in an amount equal to the amount of the
19 security deposit, or part thereof, wrongfully retained
20 and the cost of suit[-]; and



1 (3) The landlord was entitled to retain the security
 2 deposit or a part of it, the court shall award the
 3 landlord damages in an amount equal to the amount of
 4 the security deposit, or part thereof, in dispute and
 5 the cost of suit[~~-~~];

6 ~~[(4) In]~~ provided that in any [such] action[~~-~~] described in
 7 this subsection, neither the landlord nor the tenant may be
 8 represented by an attorney, including salaried employees of the
 9 landlord or tenant."

10 SECTION 5. Section 521-53, Hawaii Revised Statutes, is
 11 amended to read as follows:

12 "~~{}~~**\$521-53**~~{}~~ **Access.** (a) ~~[The tenant shall not~~
 13 ~~unreasonably withhold the tenant's consent to the]~~ The landlord
 14 ~~[~~to~~]~~ may enter into the dwelling unit in order to inspect the
 15 premises; make necessary or agreed repairs, decorations,
 16 alterations, or improvements; supply services as agreed; or
 17 exhibit the dwelling unit to prospective purchasers, mortgagees,
 18 or tenants[~~-~~]; provided that, within the period provided by
 19 subsection (b), the landlord shall make reasonable efforts to
 20 obtain the tenant's consent to the landlord entering the
 21 dwelling unit.



1 (b) The landlord shall not abuse this right of access nor
2 use it to harass the tenant. Except in case of emergency or
3 where impracticable to do so, the landlord shall give the tenant
4 at least two days notice of the landlord's intent to enter and
5 shall enter only during reasonable hours.

6 (c) [~~The~~] Except as otherwise provided for in this
7 section, the landlord shall have no other right of entry, except
8 by court order, unless the tenant appears to have abandoned the
9 premises, or as permitted by section 521-70(b)."

10 SECTION 6. Section 521-56, Hawaii Revised Statutes, is
11 amended by amending subsection (a) to read as follows:

12 "(a) When the tenant, within the meaning of
13 section 521-70(d) or section 521-44(d), has wrongfully quit the
14 premises, or when the tenant has quit the premises pursuant to a
15 notice to quit or upon the natural expiration of the term, and
16 has abandoned personalty [~~which~~] that the landlord, in good
17 faith, determines to be of value, in or around the premises, the
18 landlord may sell [~~such~~] the personalty[~~, in a commercially~~
19 ~~reasonable manner, store such personalty at the tenant's~~
20 ~~expense,~~] or donate [~~such~~] the personalty to a charitable
21 organization. Before selling or donating [~~such~~] the personalty,



1 the landlord shall make reasonable efforts to apprise the tenant
2 of the identity and location of, and the landlord's intent to
3 sell or donate [~~such~~] the personalty by [~~mailing~~] sending notice
4 by mail to the tenant's forwarding address[~~7~~] or by electronic
5 mail to the tenant's electronic mail address, or to a mailing or
6 an electronic mail address designated by the tenant for the
7 purpose of notification or if [~~neither~~] none of these is
8 available, to the tenant's previous known mailing or electronic
9 mail address. [~~Following such~~] After sending the notice, the
10 landlord may sell the personalty [~~after advertising the sale in~~
11 ~~a daily paper of general circulation within the circuit in which~~
12 ~~the premises is located for at least three consecutive days,~~] or
13 [~~the landlord may~~] donate the personalty to a charitable
14 organization; provided that [~~such~~] the sale or donation shall
15 not take place until fifteen days after notice is mailed, after
16 which the tenant is deemed to have received notice."

17 SECTION 7. Section 521-61, Hawaii Revised Statutes, is
18 amended by amending subsection (a) to read as follows:

19 "(a) If the landlord fails to put the tenant into
20 possession of the dwelling unit in the agreed condition at the
21 beginning of the agreed term:



- 1 (1) The tenant shall not be liable for the rent during any
2 period the tenant is unable to enter into possession;
- 3 (2) At any time during the period the tenant is so unable
4 to enter into possession the tenant may notify the
5 landlord that the tenant has terminated the rental
6 agreement; and
- 7 (3) ~~[The]~~ If the inability to enter does not result from
8 the wrongful holdover of a prior occupant, the tenant
9 shall have the right to recover from the landlord
10 damages in the amount of reasonable expenditures
11 necessary to secure adequate substitute housing, the
12 recovery to be made either by action brought in the
13 district court or by deduction from the rent upon
14 submission to the landlord of receipts totaling at
15 least [†]: [†]
- 16 (A) The amount of abated rent; plus
- 17 (B) The amount claimed against the rent; or
- 18 (4) If the inability to enter results from the wrongful
19 holdover of a prior occupant, the tenant may maintain
20 a summary proceeding in the district court for
21 possession[-] and may recover damages from the



1 holdover tenant in the amount of reasonable
2 expenditures necessary to secure adequate substitute
3 housing."

4 SECTION 8. Section 521-63, Hawaii Revised Statutes, is
5 amended by amending subsection (c) to read as follows:

6 "(c) If the landlord removes or excludes the tenant from
7 the premises overnight without cause or without court order so
8 authorizing, the tenant may recover possession or terminate the
9 rental agreement and, in either case, recover an amount equal to
10 [~~two months~~] one month's rent or free occupancy for [~~two~~
11 ~~months,~~] one month, and the cost of suit, including reasonable
12 attorney's fees. If the rental agreement is terminated, the
13 landlord shall comply with section 521-44(c). The court may
14 also order any injunctive or other equitable relief it deems
15 proper. If the court determines that the removal or exclusion
16 by the landlord was with cause or was authorized by court order,
17 the court may award the landlord the cost of suit, including
18 reasonable attorney's fees if the attorney is not a salaried
19 employee of the landlord or the landlord's assignee."

20 SECTION 9. Section 521-64, Hawaii Revised Statutes, is
21 amended follows:



1 1. By amending subsection (a) to read:

2 "(a) The landlord, upon written notification by the
3 department of health or other state or county agencies that
4 there exists a condition on the premises [~~which~~] that
5 constitutes a health or safety violation, shall commence repairs
6 of the condition within five business days of the notification
7 with a good faith requirement that the repairs be completed as
8 soon as possible; provided that if the landlord is unable to
9 commence the repairs within five business days for reasons
10 beyond the landlord's control the landlord shall inform the
11 tenant of the reason for the delay and set a reasonable
12 tentative date on which repairs will commence. [~~Health or~~
13 ~~safety violations for~~] For the purpose of this section, "health
14 or safety violation" means any condition on the premises [~~which~~]
15 that is neither in [~~noncompliance~~] compliance with
16 section 521-42(a)(1) [~~-~~] nor caused by the tenant."

17 2. By amending subsection (e) to read:

18 "(e) At the time the tenant initially notifies the
19 landlord under subsection (c), the tenant shall list every
20 condition that the tenant knows or should know of noncompliance
21 under subsection (c), in addition to the objectionable condition



1 that the tenant then intends to correct or have corrected at the
2 landlord's expense. Failure by a tenant to list [~~such~~] a
3 noncompliant condition that the tenant knew of or should have
4 known of shall estop the tenant from requiring the landlord to
5 correct it and from having it corrected at the landlord's
6 expense under this section for a period of six months after the
7 initial notification to the landlord. [~~Total correction and~~
8 ~~repair work costs under this section chargeable to the~~
9 ~~landlord's expense during each six-month period shall not exceed~~
10 ~~an amount equal to three months' rent.]"~~

11 SECTION 10. Section 521-69, Hawaii Revised Statutes, is
12 amended by amending subsection (a) to read as follows:

13 "(a) If the tenant is in material noncompliance with
14 section 521-51, the landlord, upon learning of [~~any such~~] the
15 noncompliance and after notifying the tenant in writing of the
16 noncompliance and allowing a specified time [~~not less than ten~~
17 ~~days~~] after receipt of the notice, for the tenant to remedy the
18 noncompliance:

19 (1) May terminate the rental agreement and bring a summary
20 proceeding for possession of the dwelling unit or any
21 other proper proceeding, action, or suit for



1 possession if the tenant is in material noncompliance
2 with section 521-51(1); or
3 (2) May remedy the tenant's failure to comply and bill the
4 tenant for the actual and reasonable cost of [~~such~~]
5 the remedy if the noncompliance can be remedied by the
6 landlord by cleaning, repairing, replacing a damaged
7 item, or the like, which bill shall be treated by all
8 parties as rent due and payable on the next regular
9 rent collection date or, if the tenancy has
10 terminated, immediately upon receipt by the tenant.

11 No allowance of time to remedy noncompliance shall be required
12 when noncompliance by the tenant causes or threatens to cause
13 irreparable damage to any person or property. If the tenant
14 cannot be served with notice as required, notice may be given
15 the tenant by posting the same in a conspicuous place on the
16 dwelling unit."

17 SECTION 11. Section 521-71, Hawaii Revised Statutes, is
18 amended to read as follows:

19 1. By amending subsection (a) to read:

20 "(a) When the tenancy is month-to-month, the landlord may
21 terminate the rental agreement by notifying the tenant, in



1 writing, at least [~~forty-five~~] twenty-eight days in advance of
2 the anticipated termination. When the landlord provides
3 notification of termination, the tenant may vacate at any time
4 within the last [~~forty-five~~] twenty-eight days of the period
5 between the notification and the termination date, but the
6 tenant shall notify the landlord of the date the tenant will
7 vacate the dwelling unit and shall pay a prorated rent for that
8 period of occupation."

9 2. By amending subsection (e) to read:

10 "(e) Whenever the term of the rental agreement expires,
11 whether by passage of time, by mutual agreement, by the giving
12 of notice as provided in subsection (a), (b), (c), or (d) or by
13 the exercise by the landlord of a right to terminate given under
14 this chapter, if the tenant continues in possession after the
15 date of termination without the landlord's consent, the tenant
16 may be liable to the landlord for a sum not to exceed twice the
17 monthly rent under the previous rental agreement [~~computed and~~
18 ~~prorated on a daily basis, for each day the tenant remains in~~
19 ~~possession~~]. The landlord may bring a summary proceeding for
20 recovery of the possession of the dwelling unit at any time
21 during the first [~~sixty~~] one hundred twenty days of holdover.



1 Should the landlord fail to commence summary possession
 2 proceedings within the first [~~sixty~~] one hundred twenty days of
 3 the holdover, in the absence of a rental agreement, a
 4 month-to-month tenancy at [~~the~~] a monthly rent [~~stipulated in~~
 5 ~~the previous rental agreement~~] determined by the landlord shall
 6 [~~prevail beginning~~] begin at the end of the first [~~sixty~~] one
 7 hundred twenty days of holdover."

8 SECTION 12. Section 521-72, Hawaii Revised Statutes, is
 9 amended to read as follows:

10 "**§521-72 Landlord's remedies for improper use.** (a) If
 11 the tenant breaches any rule authorized under section 521-52,
 12 the landlord may notify the tenant in writing of the tenant's
 13 breach. The notice shall specify the time[~~, not less than ten~~
 14 ~~days,~~] within which the tenant is required to remedy the breach
 15 and shall be in substantially the following form:

16

17 "(Name and address of tenant) (date)

18 You are hereby notified that you have failed to perform
 19 according to the following rule:

20

21 (specify rule allegedly breached)



1

2 Be informed that if you (continue violating) (again
3 violate) this rule after (a date not less than ten days after
4 this notice), the landlord may terminate the rental agreement
5 and sue for possession of your dwelling unit."

6

7 No allowance of time to remedy the breach of any rule authorized
8 under section 521-52 shall be required when the breach by the
9 tenant causes or threatens to cause damage to any person or
10 constitutes a violation of section 521-51(1) or (6).

11 (b) If the breach complained of continues or recurs after
12 the date specified in the notice, the landlord may bring a
13 summary proceeding for possession [~~within thirty days after such~~
14 ~~continued or recurring breach~~]."

15 SECTION 13. Section 521-78, Hawaii Revised Statutes, is
16 amended by amending subsection (a) to read as follows:

17 "(a) [~~At the request of either the tenant or the landlord~~
18 ~~in~~] In any court proceeding in which the payment or nonpayment
19 of rent is in dispute, the court shall order the tenant to
20 deposit any disputed rent as it becomes due into the court as
21 provided under subsection (c), and in the case of a proceeding



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1 in which a rent increase is in issue, the amount of the rent
 2 prior to the increase; provided that the tenant shall not be
 3 required to deposit any rent where the tenant can show to the
 4 court's satisfaction that the rent has already been paid to the
 5 landlord; provided further that if the parties had executed a
 6 signed, written instrument agreeing that the rent could be
 7 withheld or deducted, the court shall not require the tenant to
 8 deposit rent into the fund. No deposit of rent into the fund
 9 ordered under this section shall affect the tenant's rights to
 10 assert either that payment of rent was made or that any grounds
 11 for nonpayment of rent exist under this chapter."

12 SECTION 14. Statutory material to be repealed is bracketed
 13 and stricken. New statutory material is underscored.

14 SECTION 15. This Act does not affect rights and duties
 15 that matured, penalties that were incurred, and proceedings that
 16 were begun before its effective date.

17 SECTION 16. This Act shall take effect upon its approval.
 18

INTRODUCED BY: 
 By Request

JAN 17 2024



H.B. NO. 1683

Report Title:

Landlord-Tenant Code; Rights; Duties

Description:

Clarifies the rights and duties of landlords and tenants in the State.

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