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## 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. 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-        Death of a tenant; notice. (a) As part of the  
5 rental agreement or in a separate written instrument, a tenant  
6 may designate the name and contact information, including  
7 mailing address, of a representative authorized by the tenant to  
8 collect or dispose of tenant's belongings within the unit if the  
9 tenant becomes deceased during the tenancy.

10           (b) Upon the death of the tenant or in the case of  
11 multiple tenants, the death of all tenants, the landlord shall  
12 contact the representative by registered mail and any other  
13 contact information provided by tenants to provide notice  
14 pursuant to subsection (c). In the absence of a written  
15 designation by the tenant of a representative, the landlord  
16 shall send notice to the estate of the deceased tenant at the  
17 rented premises address. If upon delivery of the notice to the



1 estate, an individual comes forward and provides the landlord  
2 with a court order evidencing their authority to act as a  
3 representative for the deceased tenant, the person shall be  
4 considered the representative for the purposed of this section.

5 (c) The notice required under this section shall contain  
6 the following information:

7 (1) The name of the deceased tenant, the address of the  
8 rented premises, and that the representative, if any,  
9 was identified by the tenant to collect or dispose of  
10 the tenant's belongings in the event of their death;

11 (2) The approximate date of the deceased tenant's death;

12 (3) The monthly rent amount and the date through which  
13 rent has been paid;

14 (4) A statement that the tenancy will terminate fifteen  
15 days from the date the notice is mailed or personally  
16 delivered or the date through which the rent has been  
17 paid, whichever is later; and

18 (5) A statement that upon the termination of the tenancy,  
19 the landlord may dispose of any remaining property  
20 which the landlord, in good faith, determines to be of  
21 value, in or around the rented premises, by either:



1           (A) Selling the property, in a commercially  
2           reasonable manner;

3           (B) Storing the property at the expense of the  
4           tenant's estate; or

5           (C) Donating the property to a charitable  
6           organization.

7           (d) If the representative contacts the landlord within  
8           fifteen days of the mailing of the written notice pursuant to  
9           subsection (c), the landlord shall provide access to the  
10           representative for the sole purpose of allowing the  
11           representative to remove the tenants' belongings in a reasonable  
12           manner. The landlord shall allow access to the premises for the  
13           representative to remove the tenants' property and return the  
14           premises to the landlord. This section shall not create a  
15           landlord-tenant relationship between the landlord and the  
16           representative.

17           (e) The tenancy shall terminate fifteen days from the date  
18           the notice is mailed or personally delivered to the  
19           representative or the tenant's estate, or the date through which  
20           the rent has been paid, whichever is later. Upon the  
21           termination of the tenancy, the landlord may dispose of any



1 remaining property in or around the unit which the landlord, in  
2 good faith, determines to be of value by either:

3 (1) Selling the property, in a commercially reasonable  
4 manner;

5 (2) Storing the property at the expense of the tenant's  
6 estate; or

7 (3) Donating the property to a charitable organization.

8 (f) The method of disposal of the remaining property of  
9 value shall be at the discretion of the landlord and without  
10 liability to the landlord; provided that the landlord is in  
11 compliance with this section. If property is sold in a  
12 commercially reasonable manner, then the proceeds of the sale,  
13 after deducting accrued rent and costs of storage, advertising,  
14 and sale, shall be held in a trust for the representative for  
15 thirty days, after which time the proceeds shall be forfeited to  
16 the landlord.

17 (g) The landlord may dispose of any remaining property  
18 that has no value, including but not limited to trash and  
19 perishable food, immediately and without notice to the  
20 representative or tenant's estate without liability.



1        (h) Within fourteen days of the termination of the tenancy  
 2 or fourteen days after the representative has removed the  
 3 tenants' property, the landlord shall account for the security  
 4 deposit as provided by section 521-44; provided that any  
 5 security deposit balance owed to the tenant shall be paid to  
 6 representative.

7        (i) A landlord in compliance with the provisions of this  
 8 section shall have no further duty or liability to the  
 9 representative or the tenant's estate after the expiration of  
 10 the tenancy."

11        SECTION 2. New statutory material is underscored.

12        SECTION 3. This Act shall take effect upon its approval.

13

INTRODUCED BY:



JAN 19 2024



# H.B. NO. 1983

**Report Title:**

Landlord Tenant Code; Death of Tenant

**Description:**

Amends the landlord-tenant code to provide for a process to dispense of property and return the premises to a landlord when there is a death of a tenant.

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

