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# A BILL FOR AN ACT

RELATING TO THE RESIDENTIAL LANDLORD-TENANT CODE.

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

1           SECTION 1. Section 521-64, Hawaii Revised Statutes, is  
2 amended to read as follows:  
3           "**§521-64 Tenant's remedy of repair and deduction for minor**  
4 **defects.** (a) The landlord, upon written notification by the  
5 department of health or other state or county agencies that  
6 there exists a condition on the premises [~~which~~] that  
7 constitutes a health or safety violation, shall commence repairs  
8 of the condition within [~~five business~~] ten calendar days of the  
9 notification with a good faith requirement that the repairs be  
10 completed as soon as possible; provided that if the landlord is  
11 unable to commence the repairs within [~~five business~~] ten  
12 calendar days for reasons beyond the landlord's control, the  
13 landlord shall inform the tenant of the reason for the delay and  
14 set a reasonable tentative date on which repairs will commence.  
15 [~~Health or safety violations for the purpose of this section~~  
16 ~~means any condition on the premises which is in noncompliance~~  
17 ~~with section 521-42(a)(1).~~]



1 (b) If the landlord fails to perform in the manner  
2 specified in subsection (a), the tenant may:

3 (1) Immediately do or have done the necessary repairs in a  
4 competent manner~~[7]~~ and, upon submission to the  
5 landlord of receipts amounting to at least the sum  
6 deducted, deduct from the tenant's rent ~~[not]~~ no more  
7 than ~~[\$500]~~ \$1,000 or one month's rent, whichever is  
8 greater, for the tenant's actual expenditures for work  
9 done to correct the health or safety violation; or

10 (2) Submit to the landlord, at least ~~[five-business]~~ ten  
11 calendar days before having the work done, written  
12 signed estimates from each of two qualified workers  
13 and proceed to have done the necessary work by the  
14 worker who provides the lower estimate; provided that  
15 the landlord may require in writing a reasonable  
16 substitute worker or substitute materials, and, upon  
17 submission to the landlord of receipts amounting to at  
18 least the sum deducted, the tenant may deduct ~~[\$500]~~  
19 \$1,000 or one month's rent, whichever is greater, for  
20 the tenant's actual expenditures for work done to  
21 correct the health or safety violation.



1 (c) The landlord, upon written notification by the tenant  
2 of any defective condition on the premises [~~which~~] that is in  
3 material noncompliance with section 521-42(a) or with the rental  
4 agreement, shall commence repairs of the condition within twelve  
5 business days of the notification with a good faith requirement  
6 that the repairs be completed as soon as possible; provided that  
7 if the landlord is unable to commence repairs within twelve  
8 business days for reasons beyond the landlord's control, the  
9 landlord shall inform the tenant of the reason for the delay and  
10 set a reasonable tentative date on which repairs will commence.  
11 In any case involving repairs, except those required due to  
12 misuse by the tenant, to electrical, plumbing, or other  
13 facilities, including major appliances provided by the landlord  
14 pursuant to the rental agreement, necessary to provide sanitary  
15 and habitable living conditions, the landlord shall commence  
16 repairs within three business days of receiving oral or written  
17 notification, with a good faith requirement that the repairs be  
18 completed as soon as possible; provided that if the landlord is  
19 unable to commence repairs within three business days for  
20 reasons beyond the landlord's control, the landlord shall inform



1 the tenant of the reasons for the delay and set a reasonable  
2 tentative date on which repairs will commence.

3 (d) If the landlord fails to perform in the manner  
4 specified in subsection (c), the tenant may immediately do or  
5 have done the necessary work in a competent manner and, upon  
6 submission to the landlord of receipts amounting to at least the  
7 sums deducted, deduct from the tenant's rent [~~not~~] no more than  
8 [~~\$500~~] \$1,000 or one month's rent, whichever is greater, for the  
9 tenant's actual expenditures for work done to correct the  
10 defective condition.

11 (e) At the time the tenant initially notifies the landlord  
12 under subsection (c), the tenant shall list every condition that  
13 the tenant knows or should know of noncompliance under  
14 subsection (c), in addition to the objectionable condition that  
15 the tenant then intends to correct or have corrected at the  
16 landlord's expense. Failure by [~~a~~] the tenant to list [~~such~~] a  
17 condition that the tenant knew of or should have known of shall  
18 estop the tenant from requiring the landlord to correct it and  
19 from having it corrected at the landlord's expense under this  
20 section for a period of six months after the initial  
21 notification to the landlord. Total correction and repair work



1 costs under this section chargeable to the landlord's expense  
2 during each six-month period shall not exceed an amount equal to  
3 three months' rent.

4 (f) In no event may a tenant repair a dwelling unit at the  
5 landlord's expense when the condition complained of was caused  
6 by the want of due care by the tenant, a member of the tenant's  
7 family, or other person on the premises with the tenant's  
8 consent.

9 (g) Before correcting a condition affecting facilities  
10 shared by more than one dwelling unit, the tenant shall notify  
11 all other tenants sharing [~~such~~] the facilities of the tenant's  
12 plans, and shall [~~se~~] arrange the work [~~as~~] to create the least  
13 practicable inconvenience to the other tenants.

14 (h) For the purposes of this section, "health or safety  
15 violation" means any condition on the premises that is in  
16 noncompliance with section 521-42(a)(1)."

17 SECTION 2. Section 521-68, Hawaii Revised Statutes, is  
18 amended by amending subsection (a) to read as follows:

19 "(a) A landlord or the landlord's agent may, any time  
20 after rent is due, demand payment thereof and notify the tenant  
21 in writing that unless payment is made within a time mentioned



# S.B. NO. 2132

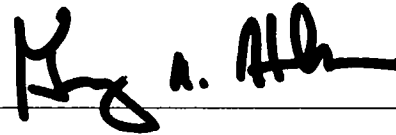
1 in the notice, [~~not~~] no less than [~~five business~~] ten calendar  
2 days after receipt thereof, the rental agreement will be  
3 terminated. If the tenant cannot be served with notice as  
4 required, notice may be given to the tenant by posting the same  
5 in a conspicuous place on the dwelling unit. If the tenant  
6 remains in default, the landlord may thereafter bring a summary  
7 proceeding for possession of the dwelling unit or any other  
8 proper proceeding, action, or suit for possession."

9 SECTION 3. Statutory material to be repealed is bracketed  
10 and stricken. New statutory material is underscored.

11 SECTION 4. This Act shall take effect upon its approval.

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INTRODUCED BY:

  
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# S.B. NO. 2132

**Report Title:**

Residential Landlord-Tenant Code; Remedies; Deadlines

**Description:**

Amends the deadlines related to the repair of conditions that constitute health or safety violations and the payment of past due rent. Increases the amount deducted from a tenant's rent for the tenant's actual expenditures to correct health or safety violations and defective conditions.

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

