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# A BILL FOR AN ACT

RELATING TO EVICTIONS.

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

1       SECTION 1. The legislature finds that nearly forty per  
2 cent of Hawaii households are renters. Currently, renters can  
3 lose their housing through arbitrary non-renewals of their  
4 leases, even if they are tenants in good standing. These  
5 arbitrary no-cause evictions disrupt the lives of tenants and  
6 contribute to financial insecurity and housing instability. The  
7 fear of retaliatory no-cause evictions can also deter tenants  
8 from advocating for repairs and addressing habitability issues.

9       The legislature further finds that preventing housing  
10 insecurity and displacement for local families requires that  
11 tenants be protected from arbitrary displacement.

12       Therefore, the purpose of this Act is to:

13       (1) Prohibit landlords from terminating certain tenancies  
14       without cause;

15       (2) Establish criteria under which landlords can undertake  
16       a no-fault eviction; and



(3) Require landlords, when proceeding with a no-fault eviction, to offer relocation assistance to the tenant or waiver of the final month's rent.

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

**"PART . CAUSE FOR EVICTION; NO-FAULT EVICTIONS**

**§521-A Definitions.** As used in this part:

"No-fault eviction" means an action for summary possession brought by a landlord that does not constitute cause under section 521-B(b).

"Substantial violation" means any act or series of acts by the tenant or any guest of the tenant that, when considered together:

(1) Occurs on or near the premises and endangers persons or willfully and substantially endangers the property of the landlord, any co-tenant, or any person living on or near the premises;

(2) Occurs on or near the premises and constitutes a violent or drug-related felony; or



(3) Occurs on the tenant's premises or the common areas, hallway, grounds, parking lot, or other area located in the same building or complex in which the tenant's dwelling unit is located and constitutes a criminal act in violation of federal or state law or county ordinance that:

(A) Carries a potential sentence of imprisonment of one hundred eighty days or more; and

(B) Has been declared to be a public nuisance under state law or county ordinance.

**§521-B Termination of tenancy; cause for eviction.** (a) A landlord shall not serve a notice to terminate tenancy or file an action for summary possession unless there is cause for the eviction.

(b) The following actions by a tenant shall constitute cause for eviction:

(1) Substantial violation;

(2) Material noncompliance with section 521-51;

(3) Nonpayment of rent, subject to section 521-68;

(4) Waste, failure to maintain, or unlawful use, subject to section 521-69;



(5) Whenever the term of the rental agreement expires, whether by passage of time, by mutual agreement, by the giving of notice as provided in section 521-71(a), (b), (c), or (d) or by the exercise by the landlord of a right to terminate given under this chapter, continued possession of the dwelling unit after the date of termination without the landlord's consent, subject to section 521-71(e);

(6) Breach of any rule authorized under section 521-52, subject to section 521-72;

(8) Continued possession after a legal sale pursuant to section 521-74(b) (6);

(9) Refusal or failure to surrender property that has been sold under a judgment or decree by the party or privies to the judgment or decree after the expiration of the time of redemption, when redemption is allowed by law, after the purchaser demands the property;

(10) Continued possession by an heir or a devisee of a premises sold and conveyed by a personal representative;



(11) Failure of a holdover vendee to comply with an agreement to purchase lands or structures on the premises; or

(12) Nuisance, negligent damage of the dwelling unit, or use of the dwelling unit for an illegal purpose or for purposes that are in violation of the rental agreement.

**§521-C No fault eviction; demolition, conversion, or change of use.** In addition to the requirements for termination of a month-to-month tenancy pursuant to section 571-71(c), when a landlord contemplates voluntary demolition of the dwelling units, conversion to a condominium property regime under chapter 514B, or changing the use of the building to transient vacation rentals, the landlord may initiate a no-fault eviction of a tenant of the residential premises at the end of the term of the rental agreement; provided that the landlord shall provide the tenant proper service of a written notice of the no-fault eviction. The written notice shall include:

(1) The date by which the tenant shall vacate the dwelling unit, which shall be at least one hundred and twenty



1 days in advance of the anticipated demolition,

2 conversion, or changing of use; and

3 (2) A description and timeline of the anticipated  
4 demolition, conversion, or changing of use of the  
5 building and a material demonstration of the proposed  
6 date upon which the project will commence, such as a  
7 copy of a building permit or application for a permit  
8 or license to operate a transient vacation rental,  
9 where applicable.

10 **§521-D No fault eviction; substantial repairs,**  
11 **alterations, or renovations.** (a) Except as provided in  
12 subsection (b), when a landlord plans to make substantial  
13 repairs, alterations, or renovations to a premises, the landlord  
14 may initiate a no-fault eviction of a tenant at the end of the  
15 term of the rental agreement; provided that the landlord shall:

16 (1) Allow the tenant at least ninety days after receiving  
17 the written notice to vacate the dwelling unit, during  
18 which time the tenant may remain in possession of the  
19 dwelling unit under the same terms of the tenant's  
20 existing rental agreement;



(2) Provide the tenant proper service of a written notice of the no-fault eviction, which shall include the date by which the tenant shall quit the premises; provided that the date shall be at least ninety days after receipt of the written notice;

(3) Provide the tenant an expected completion date and a general description of the substantial repairs, alterations, or renovations to the premises;

(4) Proceed without unreasonable delay to complete the substantial repairs, alterations, or renovations upon the landlord's recovery of possession of the premises; and

(5) For any repairs, alterations, or renovations expected to last less than one hundred eighty days, provide the tenant a written notice sent in a manner that the landlord typically uses to communicate with the tenant; provided that:

(A) The notice shall include the expected completion date for the repairs, alterations, or renovations;



1 (B) If, within ten days after receiving the notice,  
2 the tenant notifies the landlord that the tenant  
3 wants to return to the premises, the landlord  
4 shall offer the tenant the first right of refusal  
5 to sign a new rental agreement with reasonable  
6 terms; and

7 (C) If the tenant accepts the new rental agreement,  
8 the tenant shall have thirty days to occupy the  
9 dwelling unit, unless the parties mutually agree  
10 on an extended timeline in writing.

11 (b) A landlord shall not initiate a no-fault eviction of a  
12 tenant pursuant to subsection (a) if the substantial repairs,  
13 alterations, or renovations that are the alleged basis of the  
14 no-fault eviction are:

15 (1) Required for the landlord to satisfy all required  
16 remedial action concerning a breach of the warranty of  
17 habitability; or

18 (2) Initiated by the landlord in retaliation against the  
19 tenant in violation of section 521-74(a).

20 **§521-E No-fault eviction; landlord or immediate family;**  
21 **assuming occupancy.** (a) When a landlord plans to recover





1 possession of a dwelling unit for immediate use as the  
2 landlord's own abode or that of the landlord's immediate family,  
3 the landlord may initiate a no-fault eviction at the end of the  
4 term of the rental agreement; provided that:

5 (1) Except as provided in subsection (c), the landlord or  
6 the landlord's immediate family shall move into the  
7 dwelling unit within three months after the tenant  
8 vacates the dwelling unit;

9 (2) Except as provided in subsection (b), the landlord  
10 shall provide the tenant proper service of a written  
11 notice of the no-fault eviction and allow the tenant  
12 at least ninety days after receiving the written  
13 notice to vacate the dwelling unit, during which time  
14 the tenant may remain in possession of the dwelling  
15 unit under the same terms of the tenant's existing  
16 rental agreement;

17 (3) In the case of a multi-family unit building, no  
18 substantially equivalent dwelling unit is vacant and  
19 available to house the landlord or the landlord's  
20 immediate family in the same building; and



(4) The landlord shall not list the premises as a transient vacation rental for at least ninety days after the date the tenant is required to vacate.

(b) If the landlord is a servicemember or the spouse of a servicemember, the landlord shall provide the tenant proper service of a written notice of the no-fault eviction and allow the tenant at least forty-five days after receiving the written notice to vacate the dwelling unit, during which time the tenant may remain in possession of the dwelling unit under the same terms of the tenant's existing rental agreement.

As used in this subsection, "servicemember" means an active duty member of the regular or reserve component of the United States armed forces, the United States Coast Guard, or the Hawaii national guard, who is on ordered federal duty for a period of ninety days or more and who is a party to a rental agreement under this chapter.

(c) If the landlord or the landlord's family member is an individual with a disability, the landlord may extend for a reasonable time the period of time provided in subsection (a)(1) to allow for changes to be made to the dwelling unit to



1 accommodate the landlord's or landlord's family member's  
2 disability.

3       **§521-F No-fault eviction; sale of the dwelling unit. (a)**

4 When a landlord plans to sell a dwelling unit that is a single-  
5 family residence, a townhome, a duplex, or an individual unit in  
6 a condominium governed by chapter 514B, the landlord may  
7 initiate a no-fault eviction at the end of the term of the  
8 rental agreement; provided that the landlord shall:

9       (1) Allow the tenant at least ninety days after receiving  
10           the written notice to vacate the dwelling unit, during  
11           which time the tenant may remain in possession of the  
12           dwelling unit under the same terms of the tenant's  
13           existing rental agreement;

14       (2) Provide the tenant proper service of a written notice  
15           of the landlord's intent to withdraw the dwelling unit  
16           from the rental market and sell the dwelling unit and  
17           the date by which the tenant shall quit the premises;  
18           and

19       (3) Not list the dwelling unit as a transient vacation  
20           rental for at least ninety days after the date on  
21           which the tenant is required to quit the premises.



1 This subsection shall not apply if the landlord produces  
2 evidence that the dwelling unit as listed for sale on a multiple  
3 listing service after the tenant was required to vacate.

4 (b) Nothing in this section shall be construed to allow a  
5 landlord to initiate a no-fault eviction or otherwise terminate  
6 a rental agreement without cause before the end of the term of  
7 the rental agreement.

8 **§521-G No-fault eviction; refusal to sign new lease.** If a  
9 tenant refuses to sign a new rental agreement with reasonable  
10 terms, the landlord may initiate a no-fault eviction of the  
11 tenant; provided that the landlord shall:

12 (1) Allow the tenant at least ninety days after receiving  
13 the written notice to vacate the dwelling unit, during  
14 which time the tenant may remain in possession of the  
15 dwelling unit under the same terms of the tenant's  
16 existing rental agreement; and

17 (2) Provide the tenant proper service of a written notice  
18 of the landlord's intent to terminate the tenancy,  
19 which shall include the date by which the tenant shall  
20 quit the premises; provided that the date shall be at  
21 least ninety days after receipt of the written notice.



**§521-H No-fault eviction; history of nonpayment of rent.**

(a) In addition to the remedies available under section 521-68, if a tenant submits a rent payment late more than two times during the term of the rental agreement, the landlord may initiate a no-fault eviction at the end of the term of the rental agreement; provided that the landlord:

(1) Allow the tenant at least ninety days after receiving the written notice to vacate the dwelling unit, during which time the tenant may remain in possession of the dwelling unit under the same terms of the tenant's existing rental agreement; and

(2) Provide the tenant proper service of a written notice of the landlord's intent to terminate the tenancy, which shall include the date by which the tenant shall quit the premises.

(b) For the purposes of this section, a rent payment shall be considered late if it is submitted more than ten calendar days after the day on which it is due according to the rental agreement and the landlord provides the tenant with proper service of a written notice regarding the late payment of rent.



1       **§521-I Relocation assistance; waiver of final month's**  
2 **rent.** Any landlord who undertakes a no-fault eviction of a  
3 tenant under this part shall:

4       (1) Offer relocation assistance to the tenant; or

5       (2) Waive the final month's rent.

6       **§521-J Other rights or remedies not excluded or limited.**

7 This part shall not be construed to exclude or limit any other  
8 rights or remedies otherwise available to a tenant under any  
9 other law.

10       **§521-K Good cause; federal law and regulations.** Nothing  
11 in this part shall be construed to affect the interpretation of  
12 the meaning of the term "good cause" as that term is used in  
13 federal law or federal regulations."

14       SECTION 3. Section 521-68, Hawaii Revised Statutes, is  
15 amended by amending subsection (a) to read as follows:

16       "(a) [A] In addition to the remedies available under  
17 section 521-H, a landlord or the landlord's agent may, any time  
18 after rent is due, demand payment thereof and notify the tenant  
19 in writing that unless payment is made within a time mentioned  
20 in the notice, not less than five business days after receipt  
21 thereof, the rental agreement will be terminated. If the tenant



1 cannot be served with notice as required, notice may be given  
2 the tenant by posting the same in a conspicuous place on the  
3 dwelling unit. If the tenant remains in default, the landlord  
4 may thereafter bring a summary proceeding for possession of the  
5 dwelling unit or any other proper proceeding, action, or suit  
6 for possession."

7 SECTION 4. Section 521-74, Hawaii Revised Statutes, is  
8 amended by amending subsection (b) to read as follows:

9 "(b) Notwithstanding subsection (a), the landlord may  
10 serve a notice to terminate tenancy or file an action for  
11 summary possession and recover possession of the dwelling unit  
12 if:

13 (1) The tenant is committing waste, or a nuisance, or is  
14 using the dwelling unit for an illegal purpose or for  
15 other than living or dwelling purposes in violation of  
16 the tenant's rental agreement;

17 (2) The landlord seeks in good faith to recover possession  
18 of the dwelling unit for immediate use as the  
19 landlord's own abode or that of the landlord's  
20 immediate family; provided that the landlord meets the  
21 requirements under 521-E;



1           (3) The landlord seeks in good faith to recover possession  
2           of the dwelling unit for the purpose of substantially  
3           repairing, altering, [~~remodeling~~] renovating, or  
4           demolishing the premises;

5           (4) The complaint or request of subsection (a) relates  
6           only to a condition or conditions caused by the lack  
7           of ordinary care by the tenant or another person in  
8           the tenant's household or on the premises with the  
9           tenant's consent;

10          (5) The landlord has received from the department of  
11          health certification that the dwelling unit and other  
12          property and facilities used by or affecting the use  
13          and enjoyment of the tenant were on the date of filing  
14          of the complaint or request in compliance with health  
15          laws and regulations;

16          (6) The landlord has in good faith contracted to sell the  
17          property, and the contract of sale contains a  
18          representation by the purchaser corresponding to  
19          paragraph (2) or (3); or

20          (7) The landlord is seeking to recover possession on the  
21          basis of a notice to terminate a periodic tenancy,





1 which notice was given to the tenant previous to the  
2 complaint or request of subsection (a).

3 Good faith actions for summary possession by the landlord  
4 under this subsection shall constitute no-fault evictions  
5 pursuant to part \_\_\_\_\_."

6 SECTION 5. This Act does not affect rights and duties that  
7 matured, penalties that were incurred, and proceedings that were  
8 begun before its effective date.

9 SECTION 6. In codifying the new sections added by section  
10 2 of this Act, the revisor of statutes shall substitute  
11 appropriate section numbers for the letters used in designating  
12 the new sections in this Act.

13 SECTION 7. This Act shall take effect on January 1, 2026.  
14

INTRODUCED BY: \_\_\_\_\_



JAN 17 2025



# H.B. NO. 466

**Report Title:**

Landlord-Tenant Code; No-fault Evictions; For-cause Evictions;  
Relocation Assistance; Waiver of Rent

**Description:**

Prohibits landlords from terminating certain tenancies without cause. Establishes criteria under which landlords can undertake a no-fault eviction. Requires landlords, when proceeding with a no-fault eviction, to offer relocation assistance to the tenant or waiver of the final month's rent. Effective 1/1/2026.

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