

A Bill for an Act Relating to Animals.

Be It Enacted by the Legislature of the State of Hawaii:

SECTION 1. Section 521-44, Hawaii Revised Statutes, is amended by amending subsections (a) and (b) to read as follows:

“(a) As used in this section “security deposit” means money deposited by or for the tenant with the landlord to be held by the landlord to:

- (1) Remedy tenant defaults for accidental or intentional damages resulting from failure to comply with section 521-51, for failure to pay rent due, or for failure to return all keys furnished by the landlord at the termination of the rental agreement;
- (2) Clean the dwelling unit or have it cleaned at the termination of the rental agreement so as to place the condition of the dwelling unit in as fit a condition as that which the tenant entered into possession of the dwelling unit; ~~and~~
- (3) Compensate for damages caused by a tenant who wrongfully quits the dwelling unit[-]; and
- (4) Compensate for damages under subsection (b) caused by any pet animal allowed to reside in the premises pursuant to the rental agreement.

(b) The landlord may require, as a condition of a rental agreement, a security deposit to be paid by or for the tenant for the items in subsection (a) and no others[-] in an amount not in excess of a sum equal to one month’s rent[-], plus an amount agreed upon by the landlord and tenant to compensate the landlord for any damages caused by any pet animal allowed to reside in the premises pursuant to the rental agreement; provided that the additional security deposit amount for a pet animal under this subsection:

- (1) Shall not be required:
 - (A) From any tenant who does not have a pet animal that resides in the premises; or
 - (B) For an assistance animal that is a reasonable accommodation for a tenant with a disability pursuant to section 515-3; and
- (2) Shall be in an amount not in excess of a sum equal to one month’s rent.

The landlord may not require or receive from or on behalf of a tenant at the beginning of a rental agreement any money other than the money for the first month’s rent and a security deposit as provided in this section. ~~[The]~~ No part of the security deposit shall ~~not~~ be construed as payment of the last month’s rent by the tenant, unless mutually agreed upon, in writing, by the landlord and tenant if the tenant gives forty-five days’ notice of vacating the premises; in entering such agreement, the landlord shall not be deemed to have waived the right to pursue legal remedies against the tenant for any damages the tenant causes. Any such security deposit shall be held by the landlord for the tenant and the claim of the tenant to the security deposit shall be prior to the claim of any creditor of the landlord, including a trustee in bankruptcy, even if the security deposits are commingled.”

SECTION 2. Statutory material to be repealed is bracketed and stricken. New statutory material is underscored.

SECTION 3. This Act shall take effect upon its approval; provided that section 1 of this Act shall apply to all rental agreements entered into on or after November 1, 2013.

(Approved June 26, 2013.)