

A Bill for an Act Relating to the Residential Landlord-Tenant Code.

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

SECTION 1. Section 521-64, Hawaii Revised Statutes, is amended to read as follows:

“§521-64 Tenant’s remedy of repair and deduction for minor defects. (a) The landlord, upon written notification by the department of health or other state or county agencies that there exists a condition on the premises ~~[which]~~ that constitutes a health or safety violation, shall commence repairs of the condition within ~~[five-business]~~ seven calendar days of the notification with a good faith requirement that the repairs be completed as soon as possible; provided that if the landlord is unable to commence the repairs within ~~[five-business]~~ seven calendar days for reasons beyond the landlord’s control, the landlord shall inform the tenant of the reason for the delay and set a reasonable tentative date on which repairs will commence. ~~[Health or safety violations for the purpose of this section means any condition on the premises which is in noncompliance with section 521-42(a)(1).]~~

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

- (1) Immediately do or have done the necessary repairs in a competent manner~~[-]~~ and, upon submission to the landlord of receipts amounting to at least the sum deducted, deduct from the tenant’s rent not more than ~~[\$500]~~ \$1,000 or one month’s rent, whichever is greater, for the tenant’s actual expenditures for work done to correct the health or safety violation; or
- (2) Submit to the landlord, at least ~~[five-business]~~ seven calendar days before having the work done, written signed estimates from each of two qualified workers and proceed to have done the necessary work by the worker who provides the lower estimate; provided that the landlord may require in writing a reasonable substitute worker or substitute materials~~[-]~~ and, upon submission to the landlord of receipts amounting to at least the sum deducted, the tenant may deduct ~~[\$500]~~ \$1,000 or one month’s rent, whichever is greater, for the tenant’s actual expenditures for work done to correct the health or safety violation.

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

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

(d) If the landlord fails to perform in the manner specified in subsection (c), the tenant may immediately do or have done the necessary work in a competent manner and, upon submission to the landlord of receipts amounting to at least the sums deducted, deduct from the tenant's rent not more than ~~[\$500]~~ \$1,000 or one month's rent, whichever is greater, for the tenant's actual expenditures for work done to correct the defective condition.

(e) At the time the tenant initially notifies the landlord under subsection (c), the tenant shall list every condition that the tenant knows or should know of noncompliance under subsection (c), in addition to the objectionable condition that the tenant then intends to correct or have corrected at the landlord's expense. Failure by ~~[a] the~~ tenant to list ~~[such]~~ a condition that the tenant knew of or should have known of shall estop the tenant from requiring the landlord to correct it and from having it corrected at the landlord's expense under this section for a period of six months after the initial notification to the landlord. Total correction and repair work costs under this section chargeable to the landlord's expense during each six-month period shall not exceed an amount equal to three months' rent.

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

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

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

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

SECTION 3. This Act shall take effect on November 1, 2024.

(Approved May 28, 2024.)