



HAWAII HOUSING FINANCE & DEVELOPMENT CORPORATION

GUIDANCE FOR HOMEOWNERS AND RENTERS

HONOLULU – The Office of Consumer Protection (OCP) is providing answers to the following Frequently Asked Questions (FAQS) to assist homeowners and renters and with inquiries regarding the Landlord-Tenant code.

This FAQ along with more information regarding the Hawai'i Landlord-Tenant code is available at <https://cca.hawaii.gov/ocp/landlordtenant/>.

Landlord Tenant FAQs

Governor David Ige's recent emergency proclamations concerning the coronavirus invoked special legal requirements applicable to Landlords and Tenants in Hawai'i.

The Office of Consumer Protection has created FAQs pertaining to how these provisions impact their legal relationship. The guidance provided is current as of March 31, 2020 and may be subject to change per actions taken at the state and/or federal level.

I'm current on my rent, but my Landlord has informed me that I must vacate; can they do this?

No. Unless there is a material breach of the lease or the premises are unfit for occupancy, a Landlord cannot currently require you to move. Governor David Ige's State of Emergency Proclamation(s) automatically activates the provisions of section 127A-30(2) of the Hawaii Revised Statutes, which states, that "no Landlord shall terminate any tenancy for a residential dwelling unit in the area that is the subject of the proclamation... except for a breach of a material term of a rental agreement or lease, or if the unit is unfit for occupancy".

How long will the special provisions of section 127A-30(2) remain in effect?

A state of emergency terminates automatically sixty days after the issuance of a proclamation of a state of emergency or by a separate proclamation of the governor, whichever occurs first. The date of termination may be extended by a new proclamation.

Do I still have to pay my rent?

Yes. You are still legally obligated to pay your rent.

What if I can't pay my rent?

You should inform your Landlord if you are unable to pay your rent and explain why. Renters are advised to contact their landlords as soon as they can to talk through delayed or partial payment options.

Can the Landlord evict me if I don't pay my rent?

Currently, the Hawaii Judiciary has issued several orders that impact the ability of Landlords and their agents to use legal process to evict a Tenant for non-payment of rent. The Judiciary has stated that legal proceedings relating to summary possession or eviction have been postponed to at least April 30, 2020. What this means is that absent extraordinary circumstances, no eviction orders will be issued until at least after April 30, 2020.

I have already been served with an eviction notice; can I be evicted?

If the eviction notice was validly issued by the court you may be subject to an eviction, however, the Sheriff's Division of the Department of Public Safety, which often assists Landlords with the lawful removal of Tenants and their possessions, has stated that it will not be assisting anyone in the eviction process until further notice.

Landlord Tenant FAQs (continued)

What if I have a Tenant who is dangerous, or is engaging in illegal activity?

Under these circumstances, a Landlord may go to court to seek relief, including petitioning the court for an order allowing for the lawful removal of the Tenant.

How do I go to court to try to get a Temporary Restraining Order (TRO)?

Petitions for Temporary Restraining Orders may be filed at the State District Court Courthouse.

Please see the following link for information related to the district court in your jurisdiction: <https://cca.hawaii.gov/ocp/files/2020/03/Courthouses-Info-3.30.2020.pdf>

Are the provisions of the Landlord Tenant Code still in effect?

Thus far, the Landlord Tenant Code has not been suspended by any of the Proclamations issued by the Governor.

Can a Landlord raise my rent?

No. Pursuant to section 127A-30 of the Hawaii Revised Statutes a Landlord is prohibited from increasing rent during the period of the state of emergency declared by the Governor.

Is a notice to increase rent before the issuance of the Proclamation still valid?

In the case of a residential dwelling unit, if rent increases were contained in a written instrument, such as, a lease, that was signed by the Tenant prior to the Proclamation, the increases may take place pursuant to the written instrument.

What if my rental is subject to a federal housing program?

These rentals are subject to federal jurisdiction.

Until July 26, 2020, property owners are prohibited from filing for eviction against or charging any fees for unpaid rent and fees to a tenant in properties with federally guaranteed loans or participating in federal housing programs. Property owners must also issue a notice to tenants to vacate 30 days before an eviction and the notice to vacate cannot be issued during this 120-day period.

This protection covers properties that receive federal subsidies such as public housing, Section 8 assistance, USDA rural housing programs, and Low Income Housing Tax Credits, as well as properties that have a mortgage issued or guaranteed by a federal agency (including FHA and USDA) or Fannie Mae or Freddie Mac.

Additionally, owners of multifamily buildings with federal loans in forbearance may not evict tenants for unpaid rent or charge late fees or penalties until the loan exits forbearance.

Renters seeking information on whether they are covered by the moratorium should contact Legal Aid Society of Hawaii or a HUD approved housing counselor. You can find the nearest housing counselor here <https://www.consumerfinance.gov/find-a-housing-counselor/> or by calling (800) 569-4287.