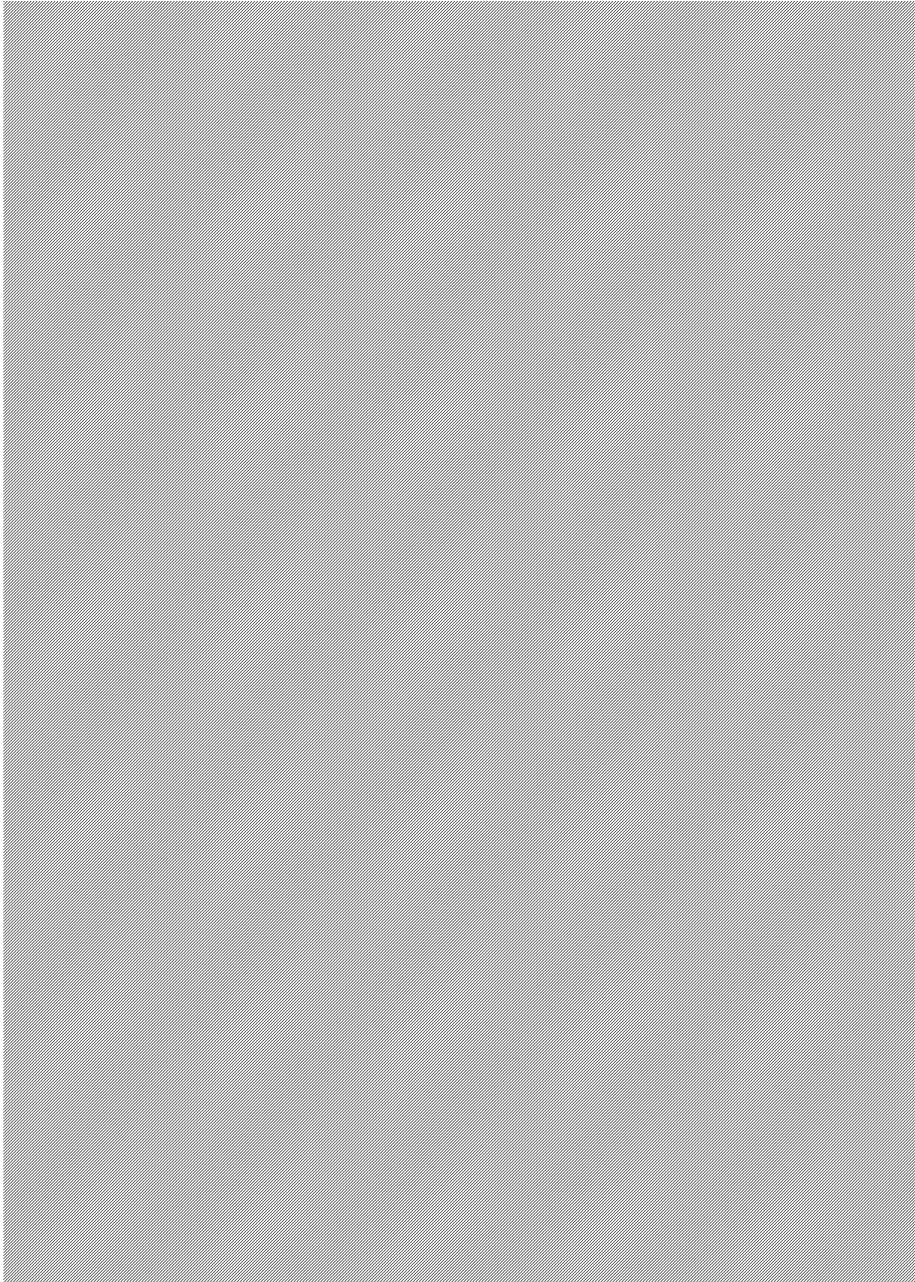


Hawaii's Landlord-Tenant Code Deadlines
Made Simple



Summer 2004

Overview

For more information regarding landlord-tenant issues,

Call:

Consumer Dial 587-1234 for automated informational messages.

Office of Consumer Protection

Honolulu: 586-2634
Kauai: 274-3141 ext. 62634
Maui: 984-2400 ext. 62634
Big Island: 974-4000 ext. 62634
Molokai/Lanai: 1-800-468-4644 ext. 62634

Go to:

Landlord-Tenant Handbook

<http://www.hawaii.gov/dcca/ocp/lt/ltbook/index.html>

Hawaii Revised Statutes Chapter 521- Landlord-Tenant Code

<http://www.hawaii.gov/dcca/ocp/lt/ltcode/index.html>

Hawaii Revised Statutes Chapter 467- Real Estate Brokers and Salespersons

http://www.hawaii.gov/dcca/pdf/hrs_pvl_467.pdf

Hawaii Revised Statutes Chapter 515- Discrimination in Real Property Transactions

http://www.hawaii.gov/dcca/pdf/hrs_pvl_515.pdf

Hawaii Small Claims Court: Landlord-Tenant Claims

http://www.courts.state.hi.us/page_server/SelfHelp/Landlord/15D1E7022F7F7822EA70F222AB.html

Lawyer Referral and Information Service: Civil

http://www.courts.state.hi.us/page_server/Attorneys/Find/4884DF9EB84C8B55EBAF22AE22.html

This pamphlet is intended to act as a guide for landlords or their agents when dealing with time-sensitive issues relating to residential property management. It is also intended to provide information to tenants regarding the time-frame which should be expected in specific situations when renting. Rental contracts should reflect the requirements defined in Hawaii's Landlord-Tenant Code, but even if a contract contains terms that are contrary, the Code may still apply. If you have questions or need advice on a specific issue, please call the Landlord-Tenant Line (see last page for contact information) Monday through Friday from 8:00 a.m. to noon, or contact an attorney.

Tenants and landlords should be aware that the landlord can act on his or her own behalf as a property manager when the landlord resides on the same island as the rental property. An absentee owner (one that does not reside on the same island as the rental property) **must** have an agent that resides on the same island to act on behalf of the landlord. The agent may or may **not** be a real estate licensee as defined under Hawaii Revised Statutes Chapter 467, as long as the agent has the authority to act on behalf of the landlord in regard to the rental property and tenant(s) and holds the capacity described in HRS 467.

By statute, landlord-tenant disputes over deposits that cannot be settled between the landlord and the tenant must be referred to small claims court. See the website link on the back page for more information about filing claims in small claims courts in Hawaii.

No matter who is acting as the rental property manager, the State of Hawaii has laws which act to protect both the property owner and the consumer. A list of websites is provided at the end of this pamphlet that can help you to know and understand the Statutes that govern residential rental transactions.

This pamphlet is intended to provide a basic structure of the appropriate deadlines as defined in Hawaii's Landlord-Tenant Code, Hawaii Revised Statutes Chapter 521.

The pamphlet is for informational use only, and does not provide legal advice.

Landlord-Tenant Code Deadlines

	Types of Tenancy		
	Week-to-week	Month-to-month	Lease
Security Deposit return	Postmarked within 14 days after termination of rental agreement.	Postmarked within 14 days after termination of rental agreement.	Postmarked within 14 days after termination of rental agreement.
	Tenants have one year to bring action for return.		
Rent Increase	15 days written notice.	45 days written notice.	
Rental Termination	10 days notice from either landlord or tenant.	28 days notice from tenant. Tenant is responsible for the full 28-days rent, regardless of when they move out. 45 days notice from landlord. Tenant is responsible for pro-rated rent from date of landlord's notice until they move out and notify the landlord of vacancy.	A notice of intent should be given prior to the lease expiration by either the landlord or the tenant.
Voluntary Demolition		120 days written notice.	
Condominium Conversion		120 days written notice. Tenant is responsible for pro-rated rent from date of landlord's notice until they move out and notify the landlord of vacancy.	
Vacation Rental Conversion		120 days written notice.	
General Repair Schedule	12 business days.	12 business days.	12 business days.
	Repairs must be started within this period, or an explanation provided.		
Emergency Repairs	3 business days.	3 business days.	3 business days.
	"Emergency repairs" are those necessary to provide sanitary and habitable conditions. Steps must be taken towards repairs within this time or the tenant may have the repairs made and deducted from the rent.		
Intent to Enter	2 days.	2 days.	2 days.
Wrongfully Quit	20 days.	20 days.	20 days.
	If the tenant has not paid rent and is absent without notice for 20 days, he has "wrongfully quit" the premises.		
Improper Use	10 days to remedy.	10 days to remedy.	10 days to remedy.
Failure to Pay Rent	5 business days.	5 business days.	5 business days.
	After written notice, rent must be paid or landlord may sue for eviction.		
Failure to Disclose	10 days.	10 days.	10 days.
	If requested by tenant, landlord must disclose names of owners or agents.		
Security Deposit Transfer Statement	20 days.	20 days.	20 days.
	If owner sells or transfers an interest, the tenant must be given a statement of security deposit amount by new owner.		