

Q: How much notice must be given by the landlord or tenant to terminate a tenancy at the expiration of a lease? To increase rent after the expiration of the lease?

No notice is required in either case. A lease is a contract for a set period of time at a set rate. In order to continue the tenancy beyond the expiration of the lease, new terms would have to be negotiated. It is recommended that either the landlord or tenant advise the other of their intention to continue or terminate the agreement after its expiration to avoid misunderstanding and unnecessary problems. This applies equally to changing the amount of rent to be paid. also. If the landlord wishes to terminate the tenancy, the tenant must vacate the unit or become a holdover tenant.

Q: How may the landlord dispose of a tenant's abandoned possessions?

The landlord may sell the abandoned possessions in a commercially responsible manner or store the possessions at the tenant's expense, or donate the possessions to a charitable organization. Before selling or donating the possessions, the landlord must mail a notice of his intent to sell or donate the possessions to the tenant at the tenant's forwarding or last known address. In addition, after the 15-day notification before selling the possessions, the landlord must advertise the sale in a daily paper of general circulation for at least three consecutive days. The proceeds of the sale of possessions under subsection (a) shall, after deduction of accrued rent and costs of storage and sale, including the cost of advertising, be held in trust for the tenant for 30 days, after which time the proceeds shall be forfeited to the landlord.

For more Landlord-Tenant information, including a complete copy of the Landlord-Tenant Handbook, please visit:

**The Hawaii Department of Commerce
& Consumer Affairs
Consumer Protection Division**

http://cca.hawaii.gov/ocp/landlord_tenant/

Information regarding Landlord-Tenant issues may also be obtained by calling the Residential Landlord-Tenant Volunteer Center at: 586-2634 (for Oahu residents). The center is open from 8am-12pm, Monday through Friday, except State holidays. For toll-free access from neighbor islands, call:

Big Island: 974-4000, x62634

Kauai: 274-3141 x62634

Maui: 984-2400 x62634

Molokai/Lanai: (800)468-4644x62634

Information may also be obtained by calling the Department of Commerce and Consumer Affairs Hotline at: 587-1234.

If you believes that you have been denied housing on the basis of race, sex, color, religion, marital status, ancestry, handicapped status, HIV infection, or because your family includes children, you can contact: The State Civil Rights Commission, a branch of the State Department of Labor and Industrial Relations, telephone number 586-8636 or the Legal Aid Fair Housing Enforcement Program at 1-808-527-8024.



HAWAII COUNTY BAR ASSOCIATION



DISASTER LEGAL ASSISTANCE

Renter's Rights



Provided as a community service by the Hawaii State Bar Association, the Hawaii County Bar Association, the HSBA Young Lawyers Division, and the Legal Aid Society of Hawaii with support from the Hawaii Community Foundation.

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Phone: 1-800-499-4302
www.legallaidhawaii.org
www.lawhelp.org/hi

Housing & Emergency Information

If you have an emergency, please contact 911. Securing your safety should be a top priority.

If you need immediate disaster assistance and other community resources, you can the Hawaii Island United Way

www.hiuw.org
(808) 935-6393

For Housing Information, you can contact the County of Hawaii Office of Housing and Community Development.

www.hawaiicounty.gov/office-of-housing/
Email: ohcd@hawaiicounty.gov
(808) 323-4300

Rental Information

Breaking the Lease

Q: Can I get out of my lease if my home is damaged?

Yes, if your lease says that you can or if any part of the premises is rendered partially or wholly unusable by fire or other casualty that wasn't your fault.

If you leave you must notify the landlord within one week of leaving otherwise you will be liable for the rent up until the time that the landlord has knowledge that you have moved.

If only part of your home is unusable due to fire or other casualty you may continue to use the undamaged portion of your home. In this case, your liability for rent shall be no more than the fair rental value of that part of the home which you continue to use and occupy.

Q: Can my landlord cancel my month-to-month lease to re-rent it at a higher price?

No. The governor issued an emergency proclamation on May 3, 2018 banning landlords from terminating existing rental agreements unless the tenant commits a breach of the rental lease or the home is unfit for occupancy. **The ban is in effect until July 1, 2018.** However, the ban will not extend a fixed-term lease that expires during this period.

Q: Can my landlord increase my rent?

No. Your rent cannot be increased unless it was already written in your lease prior to May 3rd.

Q: What if I'm a victim of a violation?

Call the Office of Consumer Protection at 933-0910 (Hilo) or the Consumer Resource Center (toll-free) at 947-4000 ext. 74272#.

Q: What will happen if I lost my job because of the disaster and can't pay rent? Will FEMA pay my rent?

Your landlord may notify you in writing that you must pay your rent within 5 days after you receive the notice or your rental agreement will be terminated. If you don't pay the past-due rent in full after receiving the landlord's notice the landlord may start eviction proceedings.

FEMA is not authorized to pay your rent; however, you may be eligible for unemployment benefits through FEMA's Disaster Unemployment Assistance (DUA) program.

Q: Can my landlord change the locks or turn off my utilities?

No. The landlord cannot lock you out without cause or a court order. The landlord cannot turn off your utilities if you are still in the home.

Q: Can my landlord make me move out immediately if I can still live in the home?

No. If you have a valid lease your landlord must notify you in writing the reason for the eviction. The following specific number of days are required to give the tenant time to respond:

Non-payment of rent: 5 business days
Lease violation: 10 days
Month-to-month lease: 45 days

If you fail to fix the reason for the eviction notice the landlord can file a complaint for summary possession in court to start the eviction process.

Make sure you do not miss your court date. You want to be able to tell the judge your side of the story. You can represent yourself or call Legal Aid for assistance if you qualify.

General Landlord-Tenant Information

Rent

Q: Is there a grace period for paying rent?

Not in the Landlord/Tenant Code. Many landlords permit a certain number of days beyond the due date to pay rent without penalty and many rental agreements include such a provision. If not otherwise stated, rent is due on the due date.

Q: Are there any limits on how often a landlord can increase the rent or the amount by which a landlord can increase the rent?

The landlord must give "adequate" written notice of the intent to increase the rent according to the type of tenancy (see chart at end of handbook). There is no limit on the amount of the rent increase as there is no rent control in Hawaii.