

A dark blue silhouette map of the Hawaiian Islands is positioned in the upper left background.

Hawaii

Landlord - Tenant Laws Complete Guide



Hawaii Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Hawaii's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Hawaii.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: 1x monthly rent maximum + any amount agreed to by both parties for damages caused by pets.

Legal Statute:

(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, including key fobs, parking cards, garage door openers, and mail box 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;

(3) Compensate for damages caused by a tenant who wrongfully quits the dwelling unit;

(4) Compensate for damages under subsection (b) caused by any pet animal allowed to reside in the premises pursuant to the rental agreement; and

(5) Compensate the landlord for moneys owed by the tenant under the rental agreement for utility service provided by the landlord but not included in the rent.

(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. No part of the security deposit shall 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.

(c) At the termination of a rental agreement in which the landlord required and received a security deposit if the landlord proposes to retain any amount of the security deposit for any of the purposes specified in subsection (a), the landlord shall so notify the tenant, in writing, unless the tenant had wrongfully quit the dwelling unit, together with the particulars of and grounds for the retention, including written evidence of the costs of remedying tenant defaults, such as estimates or invoices for material and services or of the costs of cleaning, such as receipts for supplies and equipment or charges for cleaning services. The security deposit, or the portion of the security deposit remaining after the landlord has claimed and retained amounts authorized under this section, if any, shall be returned to the tenant not later than fourteen days after the termination of the rental agreement. If the landlord does not furnish the tenant with the written notice and other information required by this subsection, within fourteen days after the termination of the rental agreement, the landlord shall not be entitled to retain the security deposit or any part of it, and the landlord shall return the entire amount of the security deposit to the tenant. A return of the security deposit or the furnishing of the written notice and other required information in compliance with the requirements of this subsection shall be presumptively proven if mailed to the tenant, at an address supplied to the landlord by the tenant, with acceptable proof of mailing and postmarked before midnight of the fourteenth day after the date of the termination of the rental agreement or if there is an acknowledgment by the tenant of receipt within the fourteen-day limit. All actions for the recovery of a landlord's complete or partial retention of the security deposit shall be instituted not later than one year after termination of the rental agreement.

(d) For the purposes of this section if a tenant is absent from the dwelling unit for a continuous period of twenty days or more without written notice to the landlord the tenant shall be deemed to have wrongfully quit the dwelling unit; provided that the tenant shall not be considered to be absent from the dwelling unit without notice to the landlord during any period for which the landlord has received payment of rent. In addition to any other right or remedy the landlord has with respect to such a tenant the landlord may retain the entire amount of any security deposit the landlord has received from or on behalf of such tenant.

(e) The landlord shall not require the delivery of any postdated check or other negotiable instrument to be used for payment of rent.

(f) If the landlord who required and received a security deposit transfers the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the landlord's successor in interest is bound by this section. The original landlord shall provide an accounting of the security deposits received for each dwelling unit to the landlord's successor at or before the time of the transfer of the landlord's interest; within twenty days thereafter the landlord's successor shall give written notice to each tenant of the amount of the security deposit credited to the tenant. In the event the landlord's successor fails to satisfy the requirements of this subsection, it shall be presumed that the tenant has paid a security deposit equal to no less than one month's rent at the rate charged when the tenant originally rented the dwelling unit and the landlord's successor shall be bound by this amount in all further matters relating to the security deposit.

(g) If the landlord and the tenant disagree about the right of the landlord to claim and retain the security deposit or any portion of it, either the landlord or the tenant may commence an action in the small claims division of the district court, as provided in chapter 633 and the rules of court thereunder, to adjudicate the matter.

(h) In any action in the small claims division of the district court pursuant to subsection (g) where the court determines that:

(1) The landlord wrongfully and wilfully retained a security deposit or part of a security deposit, the court may award the tenant damages in an amount equal to three times the amount of the security deposit, or part thereof, wrongfully and wilfully retained and the cost of suit.

(2) The landlord wrongfully retained a security deposit or part of a security deposit, the court shall award the tenant damages in an amount equal to the amount of the security deposit, or part thereof, wrongfully retained and the cost of suit.

(3) The landlord was entitled to retain the security deposit or a part of it, the court shall award the landlord damages in an amount equal to the amount of the security deposit, or part thereof, in dispute and the cost of suit.

(4) In any such action, neither the landlord nor the tenant may be represented by an attorney, including salaried employees of the landlord or tenant.

HRS § 521-44

Amended by L 2015, c 29, § 3, eff. 11/1/2015.

Amended by L 2013, c 206, § 1, eff. 6/26/2013.

L 1972, c 132, pt of §1; am L 1974, c 180, §3; am L 1975, c 101, §1; gen ch 1985; am L 1986, c 12, §1; am L 1987, c 170, §1 and c 282, §1; am L 1989, c 169, §1 See L 2013, c 206, § 3.

Hawaii Legal Reporter Citations

If landlord fails to give the 14-day notice, tenant is entitled to the security deposit, but landlord is not precluded, upon proof, from being awarded damages. 77-1 HLR 76-147.

Filing by tenants of claim for return of deposit is not a sufficient reason for landlord to fail to give the required notice of retention of deposit. 77-1 HLR 76-337.

When tenant remained on premises for three extra days, landlord's notification period was also extended. 77-1 HLR 76-343.

A sublessor is required to notify a subtenant of retention of security deposit. 77-1 HLR 77-295.

Landlord's notice of retention of deposit though given four days after the 14-day requirement was in substantial compliance with the statute since landlord acted in good faith. 77-1 HLR 77-421.

"Wrongful" retention and "wilful" retention construed. 77-2 HLR 77-553.

Cited: 60 H. 52, 587 P.2d 807.

Security Deposit Interest:

What This Means: Not required to be paid by landlord

Legal Statute: No Statute

Separate Security Deposit Bank Account:

What This Means: No statute

Legal Statute: No Statute

Non-refundable fees:

What This Means: No statute

Legal Statute: No Statute

Pet Deposits and Additional Fees:

What This Means: An additional deposit for pets may be charged unless it's a service animal

Legal Statute:

(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, including key fobs, parking cards, garage door openers, and mail box 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;

(3) Compensate for damages caused by a tenant who wrongfully quits the dwelling unit;

(4) Compensate for damages under subsection (b) caused by any pet animal allowed to reside in the premises pursuant to the rental agreement; and

(5) Compensate the landlord for moneys owed by the tenant under the rental agreement for utility service provided by the landlord but not included in the rent.

(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. No part of the security deposit shall 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.

(c) At the termination of a rental agreement in which the landlord required and received a security deposit if the landlord proposes to retain any amount of the security deposit for any of the purposes specified in subsection (a), the landlord shall so notify the tenant, in writing, unless the tenant had wrongfully quit the dwelling unit, together with the particulars of and grounds for the retention, including written evidence of the costs of remedying tenant defaults, such as estimates or invoices for material and services or of the costs of cleaning, such as receipts for supplies and equipment or charges for cleaning services. The security deposit, or the portion of the security deposit remaining after the landlord has claimed and retained amounts authorized under this section, if any, shall be returned to the tenant not later than fourteen days after the termination of the rental agreement. If the landlord does not furnish the tenant with the written notice and other information required by this subsection, within fourteen days after the termination of the rental agreement, the landlord shall not be entitled to retain the security deposit or any part of it, and the landlord shall return the entire amount of the security deposit to the tenant. A return of the security deposit or the furnishing of the written notice and other required information in compliance with the requirements of this subsection shall be presumptively proven if mailed to the tenant, at an address supplied to the landlord by the tenant, with acceptable proof of mailing and postmarked before midnight of the fourteenth day after the date of the termination of the rental agreement or if there is an acknowledgment by the tenant of receipt within the fourteen-day limit. All actions for the recovery of a landlord's complete or partial retention of the security deposit shall be instituted not later than one year after termination of the rental agreement.

(d) For the purposes of this section if a tenant is absent from the dwelling unit for a continuous period of twenty days or more without written notice to the landlord the tenant shall be deemed to have wrongfully quit the dwelling unit; provided that the tenant shall not be considered to be absent from the dwelling unit without notice to the landlord during any period for which the landlord has received payment of rent. In addition to any other right or remedy the landlord has with respect to such a tenant the landlord may retain the entire amount of any security deposit the landlord has received from or on behalf of such tenant.

(e) The landlord shall not require the delivery of any postdated check or other negotiable instrument to be used for payment of rent.

(f) If the landlord who required and received a security deposit transfers the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the landlord's successor in interest is bound by this section. The original landlord shall provide an accounting of the security deposits received for each dwelling unit to the landlord's successor at or before the time of the transfer of the landlord's interest; within twenty days thereafter the landlord's successor shall give written notice to each tenant of the amount of the security deposit credited to the tenant. In the event the landlord's successor fails to satisfy the requirements of this subsection, it shall be presumed that the tenant has paid a security deposit equal to no less than one month's rent at the rate charged when the tenant originally rented the dwelling unit and the landlord's successor shall be bound by this amount in all further matters relating to the security deposit.

(g) If the landlord and the tenant disagree about the right of the landlord to claim and retain the security deposit or any portion of it, either the landlord or the tenant may commence an action in the small claims division of the district court, as provided in chapter 633 and the rules of court thereunder, to adjudicate the matter.

(h) In any action in the small claims division of the district court pursuant to subsection (g) where the court determines that:

(1) The landlord wrongfully and wilfully retained a security deposit or part of a security deposit, the court may award the tenant damages in an amount equal to three times the amount of the security deposit, or part thereof, wrongfully and wilfully retained and the cost of suit.

(2) The landlord wrongfully retained a security deposit or part of a security deposit, the court shall award the tenant damages in an amount equal to the amount of the security deposit, or part thereof, wrongfully retained and the cost of suit.

(3) The landlord was entitled to retain the security deposit or a part of it, the court shall award the landlord damages in an amount equal to the amount of the security deposit, or part thereof, in dispute and the cost of suit.

(4) In any such action, neither the landlord nor the tenant may be represented by an attorney, including salaried employees of the landlord or tenant.

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Landlord's notice of retention of deposit though given four days after the 14-day requirement was in substantial compliance with the statute since landlord acted in good faith. 77-1 HLR 77-421.

"Wrongful" retention and "wilful" retention construed. 77-2 HLR 77-553.

Cited: 60 H. 52, 587 P.2d 807.

Deadline for Returning Security Deposit:

What This Means: 14 days

Legal Statute:

(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, including key fobs, parking cards, garage door openers, and mail box 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;

(3) Compensate for damages caused by a tenant who wrongfully quits the dwelling unit;

(4) Compensate for damages under subsection (b) caused by any pet animal allowed to reside in the premises pursuant to the rental agreement; and

(5) Compensate the landlord for moneys owed by the tenant under the rental agreement for utility service provided by the landlord but not included in the rent.

(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. No part of the security deposit shall 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.

(c) At the termination of a rental agreement in which the landlord required and received a security deposit if the landlord proposes to retain any amount of the security deposit for any of the purposes specified in subsection (a), the landlord shall so notify the tenant, in writing, unless the tenant had wrongfully quit the dwelling unit, together with the particulars of and grounds for the retention, including written evidence of the costs of remedying tenant defaults, such as estimates or invoices for material and services or of the costs of cleaning, such as receipts for supplies and equipment or charges for cleaning services. The security deposit, or the portion of the security deposit remaining after the landlord has claimed and retained amounts authorized under this section, if any, shall be returned to the tenant not later than fourteen days after the termination of the rental agreement. If the landlord does not furnish the tenant with the written notice and other information required by this subsection, within fourteen days after the termination of the rental agreement, the landlord shall not be entitled to retain the security deposit or any part of it, and the landlord shall return the entire amount of the security deposit to the tenant. A return of the security deposit or the furnishing of the written notice and other required information in compliance with the requirements of this subsection shall be presumptively proven if mailed to the tenant, at an address supplied to the landlord by the tenant, with acceptable proof of mailing and postmarked before midnight of the fourteenth day after the date of the termination of the rental agreement or if there is an acknowledgment by the tenant of receipt within the fourteen-day limit. All actions for the recovery of a landlord's complete or partial retention of the security deposit shall be instituted not later than one year after termination of the rental agreement.

(d) For the purposes of this section if a tenant is absent from the dwelling unit for a continuous period of twenty days or more without written notice to the landlord the tenant shall be deemed to have wrongfully quit the dwelling unit; provided that the tenant shall not be considered to be absent from the dwelling unit without notice to the landlord during any period for which the landlord has received payment of rent. In addition to any other right or remedy the landlord has with respect to such a tenant the landlord may retain the entire amount of any security deposit the landlord has received from or on behalf of such tenant.

(e) The landlord shall not require the delivery of any postdated check or other negotiable instrument to be used for payment of rent.

(f) If the landlord who required and received a security deposit transfers the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the landlord's successor in interest is bound by this section. The original landlord shall provide an accounting of the security deposits received for each dwelling unit to the landlord's successor at or before the time of the transfer of the landlord's interest; within twenty days thereafter the landlord's successor shall give written notice to each tenant of the amount of the security deposit credited to the tenant. In the event the landlord's successor fails to satisfy the requirements of this subsection, it shall be presumed that the tenant has paid a security deposit equal to no less than one month's rent at the rate charged when the tenant originally rented the dwelling unit and the landlord's successor shall be bound by this amount in all further matters relating to the security deposit.

(g) If the landlord and the tenant disagree about the right of the landlord to claim and retain the security deposit or any portion of it, either the landlord or the tenant may commence an action in the small claims division of the district court, as provided in chapter 633 and the rules of court thereunder, to adjudicate the matter.

(h) In any action in the small claims division of the district court pursuant to subsection (g) where the court determines that:

(1) The landlord wrongfully and wilfully retained a security deposit or part of a security deposit, the court may award the tenant damages in an amount equal to three times the amount of the security deposit, or part thereof, wrongfully and wilfully retained and the cost of suit.

(2) The landlord wrongfully retained a security deposit or part of a security deposit, the court shall award the tenant damages in an amount equal to the amount of the security deposit, or part thereof, wrongfully retained and the cost of suit.

(3) The landlord was entitled to retain the security deposit or a part of it, the court shall award the landlord damages in an amount equal to the amount of the security deposit, or part thereof, in dispute and the cost of suit.

(4) In any such action, neither the landlord nor the tenant may be represented by an attorney, including salaried employees of the landlord or tenant.

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Permitted Uses of the Deposit:

What This Means: Default rent, damages including damages caused by pets, money owed for utilities

Legal Statute:

(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, including key fobs, parking cards, garage door openers, and mail box 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;

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(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. No part of the security deposit shall 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.

(c) At the termination of a rental agreement in which the landlord required and received a security deposit if the landlord proposes to retain any amount of the security deposit for any of the purposes specified in subsection (a), the landlord shall so notify the tenant, in writing, unless the tenant had wrongfully quit the dwelling unit, together with the particulars of and grounds for the retention, including written evidence of the costs of remedying tenant defaults, such as estimates or invoices for material and services or of the costs of cleaning, such as receipts for supplies and equipment or charges for cleaning services. The security deposit, or the portion of the security deposit remaining after the landlord has claimed and retained amounts authorized under this section, if any, shall be returned to the tenant not later than fourteen days after the termination of the rental agreement. If the landlord does not furnish the tenant with the written notice and other information required by this subsection, within fourteen days after the termination of the rental agreement, the landlord shall not be entitled to retain the security deposit or any part of it, and the landlord shall return the entire amount of the security deposit to the tenant. A return of the security deposit or the furnishing of the written notice and other required information in compliance with the requirements of this subsection shall be presumptively proven if mailed to the tenant, at an address supplied to the landlord by the tenant, with acceptable proof of mailing and postmarked before midnight of the fourteenth day after the date of the termination of the rental agreement or if there is an acknowledgment by the tenant of receipt within the fourteen-day limit. All actions for the recovery of a landlord's complete or partial retention of the security deposit shall be instituted not later than one year after termination of the rental agreement.

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(e) The landlord shall not require the delivery of any postdated check or other negotiable instrument to be used for payment of rent.

(f) If the landlord who required and received a security deposit transfers the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the landlord's successor in interest is bound by this section. The original landlord shall provide an accounting of the security deposits received for each dwelling unit to the landlord's successor at or before the time of the transfer of the landlord's interest; within twenty days thereafter the landlord's successor shall give written notice to each tenant of the amount of the security deposit credited to the tenant. In the event the landlord's successor fails to satisfy the requirements of this subsection, it shall be presumed that the tenant has paid a security deposit equal to no less than one month's rent at the rate charged when the tenant originally rented the dwelling unit and the landlord's successor shall be bound by this amount in all further matters relating to the security deposit.

(g) If the landlord and the tenant disagree about the right of the landlord to claim and retain the security deposit or any portion of it, either the landlord or the tenant may commence an action in the small claims division of the district court, as provided in chapter 633 and the rules of court thereunder, to adjudicate the matter.

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Filing by tenants of claim for return of deposit is not a sufficient reason for landlord to fail to give the required notice of retention of deposit. 77-1 HLR 76-337.

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A sublessor is required to notify a subtenant of retention of security deposit. 77-1 HLR 77-295.

Landlord's notice of retention of deposit though given four days after the 14-day requirement was in substantial compliance with the statute since landlord acted in good faith. 77-1 HLR 77-421.

"Wrongful" retention and "wilful" retention construed. 77-2 HLR 77-553.

Cited: 60 H. 52, 587 P.2d 807.

Security Deposit can be Withheld:

What This Means: Yes. A written notice of amount withheld must be provided to the tenant along with evidence of the costs for remedying defaults. If the tenant abandons property or wrongfully quits agreement without notice the landlord does not need to give the security deposit back.

Legal Statute:

(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, including key fobs, parking cards, garage door openers, and mail box 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;

(3) Compensate for damages caused by a tenant who wrongfully quits the dwelling unit;

(4) Compensate for damages under subsection (b) caused by any pet animal allowed to reside in the premises pursuant to the rental agreement; and

(5) Compensate the landlord for moneys owed by the tenant under the rental agreement for utility service provided by the landlord but not included in the rent.

(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. No part of the security deposit shall 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.

(c) At the termination of a rental agreement in which the landlord required and received a security deposit if the landlord proposes to retain any amount of the security deposit for any of the purposes specified in subsection (a), the landlord shall so notify the tenant, in writing, unless the tenant had wrongfully quit the dwelling unit, together with the particulars of and grounds for the retention, including written evidence of the costs of remedying tenant defaults, such as estimates or invoices for material and services or of the costs of cleaning, such as receipts for supplies and equipment or charges for cleaning services. The security deposit, or the portion of the security deposit remaining after the landlord has claimed and retained amounts authorized under this section, if any, shall be returned to the tenant not later than fourteen days after the termination of the rental agreement. If the landlord does not furnish the tenant with the written notice and other information required by this subsection, within fourteen days after the termination of the rental agreement, the landlord shall not be entitled to retain the security deposit or any part of it, and the landlord shall return the entire amount of the security deposit to the tenant. A return of the security deposit or the furnishing of the written notice and other required information in compliance with the requirements of this subsection shall be presumptively proven if mailed to the tenant, at an address supplied to the landlord by the tenant, with acceptable proof of mailing and postmarked before midnight of the fourteenth day after the date of the termination of the rental agreement or if there is an acknowledgment by the tenant of receipt within the fourteen-day limit. All actions for the recovery of a landlord's

complete or partial retention of the security deposit shall be instituted not later than one year after termination of the rental agreement.

(d) For the purposes of this section if a tenant is absent from the dwelling unit for a continuous period of twenty days or more without written notice to the landlord the tenant shall be deemed to have wrongfully quit the dwelling unit; provided that the tenant shall not be considered to be absent from the dwelling unit without notice to the landlord during any period for which the landlord has received payment of rent. In addition to any other right or remedy the landlord has with respect to such a tenant the landlord may retain the entire amount of any security deposit the landlord has received from or on behalf of such tenant.

(e) The landlord shall not require the delivery of any postdated check or other negotiable instrument to be used for payment of rent.

(f) If the landlord who required and received a security deposit transfers the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the landlord's successor in interest is bound by this section. The original landlord shall provide an accounting of the security deposits received for each dwelling unit to the landlord's successor at or before the time of the transfer of the landlord's interest; within twenty days thereafter the landlord's successor shall give written notice to each tenant of the amount of the security deposit credited to the tenant. In the event the landlord's successor fails to satisfy the requirements of this subsection, it shall be presumed that the tenant has paid a security deposit equal to no less than one month's rent at the rate charged when the tenant originally rented the dwelling unit and the landlord's successor shall be bound by this amount in all further matters relating to the security deposit.

(g) If the landlord and the tenant disagree about the right of the landlord to claim and retain the security deposit or any portion of it, either the landlord or the tenant may commence an action in the small claims division of the district court, as provided in chapter 633 and the rules of court thereunder, to adjudicate the matter.

(h) In any action in the small claims division of the district court pursuant to subsection (g) where the court determines that:

(1) The landlord wrongfully and wilfully retained a security deposit or part of a security deposit, the court may award the tenant damages in an amount equal to three times the amount of the security deposit, or part thereof, wrongfully and wilfully retained and the cost of suit.

(2) The landlord wrongfully retained a security deposit or part of a security deposit, the court shall award the tenant damages in an amount equal to the amount of the security deposit, or part thereof, wrongfully retained and the cost of suit.

(3) The landlord was entitled to retain the security deposit or a part of it, the court shall award the landlord damages in an amount equal to the amount of the security deposit, or part thereof, in dispute and the cost of suit.

(4) In any such action, neither the landlord nor the tenant may be represented by an attorney, including salaried employees of the landlord or tenant.

HRS § 521-44

Amended by L 2015, c 29, § 3, eff. 11/1/2015.

Amended by L 2013, c 206, § 1, eff. 6/26/2013.

L 1972, c 132, pt of §1; am L 1974, c 180, §3; am L 1975, c 101, §1; gen ch 1985; am L 1986, c 12, §1; am L 1987, c 170, §1 and c 282, §1; am L 1989, c 169, §1 See L 2013, c 206, § 3.

Hawaii Legal Reporter Citations

If landlord fails to give the 14-day notice, tenant is entitled to the security deposit, but landlord is not precluded, upon proof, from being awarded damages. 77-1 HLR 76-147.

Filing by tenants of claim for return of deposit is not a sufficient reason for landlord to fail to give the required notice of retention of deposit. 77-1 HLR 76-337.

When tenant remained on premises for three extra days, landlord's notification period was also extended. 77-1 HLR 76-343.

A sublessor is required to notify a subtenant of retention of security deposit. 77-1 HLR 77-295.

Landlord's notice of retention of deposit though given four days after the 14-day requirement was in substantial compliance with the statute since landlord acted in good faith. 77-1 HLR 77-421.

"Wrongful" retention and "wilful" retention construed. 77-2 HLR 77-553.

Cited: 60 H. 52, 587 P.2d 807.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

(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, including key fobs, parking cards, garage door openers, and mail box 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;

(3) Compensate for damages caused by a tenant who wrongfully quits the dwelling unit;

(4) Compensate for damages under subsection (b) caused by any pet animal allowed to reside in the premises pursuant to the rental agreement; and

(5) Compensate the landlord for moneys owed by the tenant under the rental agreement for utility service provided by the landlord but not included in the rent.

(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. No part of the security deposit shall 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.

(c) At the termination of a rental agreement in which the landlord required and received a security deposit if the landlord proposes to retain any amount of the security deposit for any of the purposes specified in subsection (a), the landlord shall so notify the tenant, in writing, unless the tenant had wrongfully quit the dwelling unit, together with the particulars of and grounds for the retention, including written evidence of the costs of remedying tenant defaults, such as estimates or invoices for material and services or of the costs of cleaning, such as receipts for supplies and equipment or charges for cleaning services. The security deposit, or the portion of the security deposit remaining after the landlord has claimed and retained amounts authorized

under this section, if any, shall be returned to the tenant not later than fourteen days after the termination of the rental agreement. If the landlord does not furnish the tenant with the written notice and other information required by this subsection, within fourteen days after the termination of the rental agreement, the landlord shall not be entitled to retain the security deposit or any part of it, and the landlord shall return the entire amount of the security deposit to the tenant. A return of the security deposit or the furnishing of the written notice and other required information in compliance with the requirements of this subsection shall be presumptively proven if mailed to the tenant, at an address supplied to the landlord by the tenant, with acceptable proof of mailing and postmarked before midnight of the fourteenth day after the date of the termination of the rental agreement or if there is an acknowledgment by the tenant of receipt within the fourteen-day limit. All actions for the recovery of a landlord's complete or partial retention of the security deposit shall be instituted not later than one year after termination of the rental agreement.

(d) For the purposes of this section if a tenant is absent from the dwelling unit for a continuous period of twenty days or more without written notice to the landlord the tenant shall be deemed to have wrongfully quit the dwelling unit; provided that the tenant shall not be considered to be absent from the dwelling unit without notice to the landlord during any period for which the landlord has received payment of rent. In addition to any other right or remedy the landlord has with respect to such a tenant the landlord may retain the entire amount of any security deposit the landlord has received from or on behalf of such tenant.

(e) The landlord shall not require the delivery of any postdated check or other negotiable instrument to be used for payment of rent.

(f) If the landlord who required and received a security deposit transfers the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the landlord's successor in interest is bound by this section. The original landlord shall provide an accounting of the security deposits received for each dwelling unit to the landlord's successor at or before the time of the transfer of the landlord's interest; within twenty days thereafter the landlord's successor shall give written notice to each tenant of the amount of the security deposit credited to the tenant. In the event the landlord's successor fails to satisfy the requirements of this subsection, it shall be presumed that the tenant has paid a security deposit equal to no less than one month's rent at the rate charged when the tenant originally rented the dwelling unit and the landlord's successor shall be bound by this amount in all further matters relating to the security deposit.

(g) If the landlord and the tenant disagree about the right of the landlord to claim and retain the security deposit or any portion of it, either the landlord or the tenant may commence an action in the small claims division of the district court, as provided in chapter 633 and the rules of court thereunder, to adjudicate the matter.

(h) In any action in the small claims division of the district court pursuant to subsection (g) where the court determines that:

(1) The landlord wrongfully and wilfully retained a security deposit or part of a security deposit, the court may award the tenant damages in an amount equal to three times the amount of the security deposit, or part thereof, wrongfully and wilfully retained and the cost of suit.

(2) The landlord wrongfully retained a security deposit or part of a security deposit, the court shall award the tenant damages in an amount equal to the amount of the security deposit, or part thereof, wrongfully retained and the cost of suit.

(3) The landlord was entitled to retain the security deposit or a part of it, the court shall award the landlord damages in an amount equal to the amount of the security deposit, or part thereof, in dispute and the cost of suit.

(4) In any such action, neither the landlord nor the tenant may be represented by an attorney, including salaried employees of the landlord or tenant.

HRS § 521-44

Amended by L 2015, c 29, § 3, eff. 11/1/2015.

Amended by L 2013, c 206, § 1, eff. 6/26/2013.

L 1972, c 132, pt of §1; am L 1974, c 180, §3; am L 1975, c 101, §1; gen ch 1985; am L 1986, c 12, §1; am L 1987, c 170, §1 and c 282, §1; am L 1989, c 169, §1 See L 2013, c 206, § 3.

Hawaii Legal Reporter Citations

If landlord fails to give the 14-day notice, tenant is entitled to the security deposit, but landlord is not precluded, upon proof, from being awarded damages. 77-1 HLR 76-147.

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"Wrongful" retention and "wilful" retention construed. 77-2 HLR 77-553.

Cited: 60 H. 52, 587 P.2d 807.

Receipt of Security Deposit:

What This Means: No statute

Legal Statute: No Statute

Record Keeping of Deposit Withholdings:

What This Means: Yes. Written evidence of costs such as estimates or invoices for materials and services is required.

Legal Statute:

(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, including key fobs, parking cards, garage door openers, and mail box 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;

(3) Compensate for damages caused by a tenant who wrongfully quits the dwelling unit;

(4) Compensate for damages under subsection (b) caused by any pet animal allowed to reside in the premises pursuant to the rental agreement; and

(5) Compensate the landlord for moneys owed by the tenant under the rental agreement for utility service provided by the landlord but not included in the rent.

(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. No part of the security deposit shall 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.

(c) At the termination of a rental agreement in which the landlord required and received a security deposit if the landlord proposes to retain any amount of the security deposit for any of the purposes specified in subsection (a), the landlord shall so notify the tenant, in writing, unless the tenant had wrongfully quit the dwelling unit, together with the particulars of and grounds for the retention, including written evidence of the costs of remedying tenant defaults, such as estimates or invoices for material and services or of the costs of cleaning, such as receipts for supplies and equipment or charges for cleaning services. The security deposit, or the portion of the security deposit remaining after the landlord has claimed and retained amounts authorized under this section, if any, shall be returned to the tenant not later than fourteen days after the termination of the rental agreement. If the landlord does not furnish the tenant with the written notice and other information required by this subsection, within fourteen days after the termination of the rental agreement, the landlord shall not be entitled to retain the security deposit or any part of it, and the landlord shall return the entire amount of the security deposit to the tenant. A return of the security deposit or the furnishing of the written notice and other required information in compliance with the requirements of this subsection shall be presumptively proven if mailed to the tenant, at an address supplied to the landlord by the tenant, with acceptable proof of mailing and postmarked before midnight of the fourteenth day after the date of the termination of the rental agreement or if there is an acknowledgment by the tenant of receipt within the fourteen-day limit. All actions for the recovery of a landlord's complete or partial retention of the security deposit shall be instituted not later than one year after termination of the rental agreement.

(d) For the purposes of this section if a tenant is absent from the dwelling unit for a continuous period of twenty days or more without written notice to the landlord the tenant shall be deemed to have wrongfully quit the dwelling unit; provided that the tenant shall not be considered to be absent from the dwelling unit without notice to the landlord during any period for which the landlord has received payment of rent. In addition to any other right or remedy the landlord has with respect to such a tenant the landlord may retain the entire amount of any security deposit the landlord has received from or on behalf of such tenant.

(e) The landlord shall not require the delivery of any postdated check or other negotiable instrument to be used for payment of rent.

(f) If the landlord who required and received a security deposit transfers the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the landlord's successor in interest is bound by this section. The original landlord shall provide an accounting of the security deposits received for each dwelling unit to the landlord's successor at or before the time of the transfer of the landlord's interest; within twenty days thereafter the landlord's successor shall give written notice to each tenant of the amount of the security deposit credited to the tenant. In the event the landlord's successor fails to satisfy the requirements of this subsection, it shall be presumed that the tenant has paid a security deposit equal to no less than one month's rent at the rate charged when the tenant originally rented the dwelling unit and the landlord's successor shall be bound by this amount in all further matters relating to the security deposit.

(g) If the landlord and the tenant disagree about the right of the landlord to claim and retain the security deposit or any portion of it, either the landlord or the tenant may commence an action in the small claims division of the district court, as provided in chapter 633 and the rules of court thereunder, to adjudicate the matter.

(h) In any action in the small claims division of the district court pursuant to subsection (g) where the court determines that:

(1) The landlord wrongfully and wilfully retained a security deposit or part of a security deposit, the court may award the tenant damages in an amount equal to three times the amount of the security deposit, or part thereof, wrongfully and wilfully retained and the cost of suit.

(2) The landlord wrongfully retained a security deposit or part of a security deposit, the court shall award the tenant damages in an amount equal to the amount of the security deposit, or part thereof, wrongfully retained and the cost of suit.

(3) The landlord was entitled to retain the security deposit or a part of it, the court shall award the landlord damages in an amount equal to the amount of the security deposit, or part thereof, in dispute and the cost of suit.

(4) In any such action, neither the landlord nor the tenant may be represented by an attorney, including salaried employees of the landlord or tenant.

HRS § 521-44

Amended by L 2015, c 29, § 3, eff. 11/1/2015.

Amended by L 2013, c 206, § 1, eff. 6/26/2013.

L 1972, c 132, pt of §1; am L 1974, c 180, §3; am L 1975, c 101, §1; gen ch 1985; am L 1986, c 12, §1; am L 1987, c 170, §1 and c 282, §1; am L 1989, c 169, §1 See L 2013, c 206, § 3.

Hawaii Legal Reporter Citations

If landlord fails to give the 14-day notice, tenant is entitled to the security deposit, but landlord is not precluded, upon proof, from being awarded damages. 77-1 HLR 76-147.

Filing by tenants of claim for return of deposit is not a sufficient reason for landlord to fail to give the required notice of retention of deposit. 77-1 HLR 76-337.

When tenant remained on premises for three extra days, landlord's notification period was also extended. 77-1 HLR 76-343.

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Landlord's notice of retention of deposit though given four days after the 14-day requirement was in substantial compliance with the statute since landlord acted in good faith. 77-1 HLR 77-421.

"Wrongful" retention and "wilful" retention construed. 77-2 HLR 77-553.

Cited: 60 H. 52, 587 P.2d 807.

Failure to Comply:

What This Means: If landlord does not notify tenant within 14 days they forfeit the right to retain any portion of the security deposit.

Legal Statute:

(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, including key fobs, parking cards, garage door openers, and mail box 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;

(3) Compensate for damages caused by a tenant who wrongfully quits the dwelling unit;

(4) Compensate for damages under subsection (b) caused by any pet animal allowed to reside in the premises pursuant to the rental agreement; and

(5) Compensate the landlord for moneys owed by the tenant under the rental agreement for utility service provided by the landlord but not included in the rent.

(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. No part of the security deposit shall 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.

(c) At the termination of a rental agreement in which the landlord required and received a security deposit if the landlord proposes to retain any amount of the security deposit for any of the purposes specified in subsection (a), the landlord shall so notify the tenant, in writing, unless the tenant had wrongfully quit the dwelling unit, together with the particulars of and grounds for the retention, including written evidence of the costs of remedying tenant defaults, such as estimates or invoices for material and services or of the costs of cleaning, such as receipts for supplies and equipment or charges for cleaning services. The security deposit, or the portion of the security deposit remaining after the landlord has claimed and retained amounts authorized under this section, if any, shall be returned to the tenant not later than fourteen days after the termination of the rental agreement. If the landlord does not furnish the tenant with the written notice and other information required by this subsection, within fourteen days after the termination of the rental agreement, the landlord shall not be entitled to retain the security deposit or any part of it, and the landlord shall return the entire amount of the security deposit to the tenant. A return of the security deposit or the furnishing of the written notice and other required information in compliance with the requirements of this subsection shall be presumptively proven if mailed to the tenant, at an address supplied to the landlord by the tenant, with acceptable proof of mailing and postmarked before midnight of the fourteenth day after the date of the termination of the rental agreement or if there is an acknowledgment by the tenant of receipt within the fourteen-day limit. All actions for the recovery of a landlord's

complete or partial retention of the security deposit shall be instituted not later than one year after termination of the rental agreement.

(d) For the purposes of this section if a tenant is absent from the dwelling unit for a continuous period of twenty days or more without written notice to the landlord the tenant shall be deemed to have wrongfully quit the dwelling unit; provided that the tenant shall not be considered to be absent from the dwelling unit without notice to the landlord during any period for which the landlord has received payment of rent. In addition to any other right or remedy the landlord has with respect to such a tenant the landlord may retain the entire amount of any security deposit the landlord has received from or on behalf of such tenant.

(e) The landlord shall not require the delivery of any postdated check or other negotiable instrument to be used for payment of rent.

(f) If the landlord who required and received a security deposit transfers the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the landlord's successor in interest is bound by this section. The original landlord shall provide an accounting of the security deposits received for each dwelling unit to the landlord's successor at or before the time of the transfer of the landlord's interest; within twenty days thereafter the landlord's successor shall give written notice to each tenant of the amount of the security deposit credited to the tenant. In the event the landlord's successor fails to satisfy the requirements of this subsection, it shall be presumed that the tenant has paid a security deposit equal to no less than one month's rent at the rate charged when the tenant originally rented the dwelling unit and the landlord's successor shall be bound by this amount in all further matters relating to the security deposit.

(g) If the landlord and the tenant disagree about the right of the landlord to claim and retain the security deposit or any portion of it, either the landlord or the tenant may commence an action in the small claims division of the district court, as provided in chapter 633 and the rules of court thereunder, to adjudicate the matter.

(h) In any action in the small claims division of the district court pursuant to subsection (g) where the court determines that:

(1) The landlord wrongfully and wilfully retained a security deposit or part of a security deposit, the court may award the tenant damages in an amount equal to three times the amount of the security deposit, or part thereof, wrongfully and wilfully retained and the cost of suit.

(2) The landlord wrongfully retained a security deposit or part of a security deposit, the court shall award the tenant damages in an amount equal to the amount of the security deposit, or part thereof, wrongfully retained and the cost of suit.

(3) The landlord was entitled to retain the security deposit or a part of it, the court shall award the landlord damages in an amount equal to the amount of the security deposit, or part thereof, in dispute and the cost of suit.

(4) In any such action, neither the landlord nor the tenant may be represented by an attorney, including salaried employees of the landlord or tenant.

HRS § 521-44

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When tenant remained on premises for three extra days, landlord's notification period was also extended. 77-1 HLR 76-343.

A sublessor is required to notify a subtenant of retention of security deposit. 77-1 HLR 77-295.

Landlord's notice of retention of deposit though given four days after the 14-day requirement was in substantial compliance with the statute since landlord acted in good faith. 77-1 HLR 77-421.

"Wrongful" retention and "wilful" retention construed. 77-2 HLR 77-553.

Cited: 60 H. 52, 587 P.2d 807.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: Due at the beginning of the month unless otherwise stated in the rental agreement.

Legal Statute:

(a) The landlord and tenant may agree to any consideration, not otherwise prohibited by law, as rent. In the absence of such agreement, and subject to section 521-71(e) in the case of holdover tenants, the tenant shall pay to the landlord the fair rental value for the dwelling unit.

(b) Rents shall be payable at the time and place agreed to by the parties. Unless otherwise agreed, the entire rent shall be payable at the beginning of any term for one month or less, and for longer terms in equal monthly installments payable at the beginning of each month. When a rental agreement with a public assistance recipient requires that the rent be paid on or before the third day after the day on which the public assistance check is usually received, the tenant shall have the option of establishing a new due date by making a one-time payment to cover the period between the original due date and the newly established date. The new date shall not exceed by more than three days, excluding Saturdays, Sundays, and holidays, the date on which checks are mailed. The one-time payment shall be established by dividing the monthly rental by thirty and multiplying the result by the number of days between the original and the new due dates.

(c) Except as otherwise provided in subsection (b), rent shall be uniformly apportionable from day to day.

(d) When the tenancy is from month to month, the amount of rent for such tenancy shall not be increased by the landlord without written notice given forty-five consecutive days prior to the effective date of the increase.

(e) When the tenancy is less than month to month, the amount of rent for such tenancy shall not be increased by the landlord without written notice given fifteen consecutive days prior to the effective date of the increase.

(f) Where the rental agreement provides for a late charge payable to the landlord for rent not paid when due, the late charge shall not exceed eight per cent of the amount of rent due.

HRS § 521-21 Amended by L 2017, c 179, § 1, eff. 11/1/2017 and applicable to all rental agreements entered into on or after 11/2/2017 and all rental agreement renewals entered into on or after 11/1/2017. L 1972, c 132, pt of §1; am L 1974, c 180, §1; am L 1978, c 124, §1; am L 1989, c 383, §2 Revision Note Section \" 521-71(e) \" substituted for \"571-71(c)\".

Payment Methods:

What This Means: No statute

Legal Statute: No Statute

Rent Increase Notice:

What This Means: 45-day notice for month-to-month tenancies. 15-day notice for tenancies less than month-to-month.

Legal Statute:

(a) The landlord and tenant may agree to any consideration, not otherwise prohibited by law, as rent. In the absence of such agreement, and subject to section 521-71(e) in the case of holdover tenants, the tenant shall pay to the landlord the fair rental value for the dwelling unit.

(b) Rents shall be payable at the time and place agreed to by the parties. Unless otherwise agreed, the entire rent shall be payable at the beginning of any term for one month or less, and for longer terms in equal monthly installments payable at the beginning of each month. When a rental agreement with a public assistance recipient requires that the rent be paid on or before the third day after the day on which the public assistance check is usually received, the tenant shall have the option of establishing a new due date by making a one-time payment to cover the period between the original due date and the newly established date. The new date shall not exceed by more than three days, excluding Saturdays, Sundays, and holidays, the date on which checks are mailed. The one-time payment shall be established by dividing the monthly rental by thirty and multiplying the result by the number of days between the original and the new due dates.

(c) Except as otherwise provided in subsection (b), rent shall be uniformly apportionable from day to day.

(d) When the tenancy is from month to month, the amount of rent for such tenancy shall not be increased by the landlord without written notice given forty-five consecutive days prior to the effective date of the increase.

(e) When the tenancy is less than month to month, the amount of rent for such tenancy shall not be increased by the landlord without written notice given fifteen consecutive days prior to the effective date of the increase.

(f) Where the rental agreement provides for a late charge payable to the landlord for rent not paid when due, the late charge shall not exceed eight per cent of the amount of rent due.

HRS § 521-21

Amended by L 2017, c 179, § 1, eff. 11/1/2017 and applicable to all rental agreements entered into on or after 11/2/2017 and all rental agreement renewals entered into on or after 11/1/2017. L 1972, c 132, pt of §1; am L 1974, c 180, §1; am L 1978, c 124, §1; am L 1989, c 383, §2

Revision Note

Section \" 521-71(e) \" substituted for \"571-71(c)\".

Late Fees:

What This Means: Shall not exceed 8% of rent due.

Legal Statute:

(a) The landlord and tenant may agree to any consideration, not otherwise prohibited by law, as rent. In the absence of such agreement, and subject to section 521-71(e) in the case of holdover tenants, the tenant shall pay to the landlord the fair rental value for the dwelling unit.

(b) Rents shall be payable at the time and place agreed to by the parties. Unless otherwise agreed, the entire rent shall be payable at the beginning of any term for one month or less, and for longer terms in equal monthly installments payable at the beginning of each month. When a rental agreement with a public assistance recipient requires that the rent be paid on or before the third day after the day on which the public assistance check is usually received, the tenant shall have the option of establishing a new due date by making a one-time payment to cover the period between the original due date and the newly established date. The new date shall not exceed by more than three days, excluding Saturdays, Sundays, and holidays, the date on which checks are mailed. The one-time payment shall be established by dividing the monthly rental by thirty and multiplying the result by the number of days between the original and the new due dates.

(c) Except as otherwise provided in subsection (b), rent shall be uniformly apportionable from day to day.

(d) When the tenancy is from month to month, the amount of rent for such tenancy shall not be increased by the landlord without written notice given forty-five consecutive days prior to the effective date of the increase.

(e) When the tenancy is less than month to month, the amount of rent for such tenancy shall not be increased by the landlord without written notice given fifteen consecutive days prior to the effective date of the increase.

(f) Where the rental agreement provides for a late charge payable to the landlord for rent not paid when due, the late charge shall not exceed eight per cent of the amount of rent due.

HRS § 521-21 Amended by L 2017, c 179, § 1, eff. 11/1/2017 and applicable to all rental agreements entered into on or after 11/2/2017 and all rental agreement renewals entered into

on or after 11/1/2017.L 1972, c 132, pt of §1; am L 1974, c 180, §1; am L 1978, c 124, §1; am L 1989, c 383, §2

Revision Note Section \" 521-71(e) \" substituted for \"571-71(c)\".

Application Fees:

What This Means: Allowed for personal reference checks, tenant reports, criminal background check, and credit reports. The landlord must provide a receipt to prospective tenant with a breakdown of the costs and refund any unused portion.

Legal Statute:

No content available

Prepaid Rent:

What This Means: A security deposit of 1x the monthly rent may be charged plus any additional deposits pertaining to pets.

Legal Statute:

(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, including key fobs, parking cards, garage door openers, and mail box 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;

(3) Compensate for damages caused by a tenant who wrongfully quits the dwelling unit;

(4) Compensate for damages under subsection (b) caused by any pet animal allowed to reside in the premises pursuant to the rental agreement; and

(5) Compensate the landlord for moneys owed by the tenant under the rental agreement for utility service provided by the landlord but not included in the rent.

(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. No part of the security deposit shall 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.

(c) At the termination of a rental agreement in which the landlord required and received a security deposit if the landlord proposes to retain any amount of the security deposit for any of the purposes specified in subsection (a), the landlord shall so notify the tenant, in writing, unless the tenant had wrongfully quit the dwelling unit, together with the particulars of and grounds for the retention, including written evidence of the costs of remedying tenant defaults, such as estimates or invoices for material and services or of the costs of cleaning, such as receipts for supplies and equipment or charges for cleaning services. The security deposit, or the portion of the security deposit remaining after the landlord has claimed and retained amounts authorized under this section, if any, shall be returned to the tenant not later than fourteen days after the termination of the rental agreement. If the landlord does not furnish the tenant with the written notice and other information required by this subsection, within fourteen days after the termination of the rental agreement, the landlord shall not be entitled to retain the security deposit or any part of it, and the landlord shall return the entire amount of the security deposit to the tenant. A return of the security deposit or the furnishing of the written notice and other required information in compliance with the requirements of this subsection shall be presumptively proven if mailed to the tenant, at an address supplied to the landlord by the tenant, with acceptable proof of mailing and postmarked before midnight of the fourteenth day after the date of the termination of the rental agreement or if there is an acknowledgment by the tenant of receipt within the fourteen-day limit. All actions for the recovery of a landlord's complete or partial retention of the security deposit shall be instituted not later than one year after termination of the rental agreement.

(d) For the purposes of this section if a tenant is absent from the dwelling unit for a continuous period of twenty days or more without written notice to the landlord the tenant shall be deemed to have wrongfully quit the dwelling unit; provided that the tenant shall not be considered to be absent from the dwelling unit without notice to the landlord during any period for which the landlord has received payment of rent. In addition to any other right or remedy the landlord has with respect to such a tenant the landlord may retain the entire amount of any security deposit the landlord has received from or on behalf of such tenant.

(e) The landlord shall not require the delivery of any postdated check or other negotiable instrument to be used for payment of rent.

(f) If the landlord who required and received a security deposit transfers the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the landlord's successor in interest is bound by this section. The original landlord shall provide an accounting of the security deposits received for each dwelling unit to the landlord's successor at or before the time of the transfer of the landlord's interest; within twenty days thereafter the landlord's successor shall give written notice to each tenant of the amount of the security deposit credited to the tenant. In the event the landlord's successor fails to satisfy the requirements of this subsection, it shall be presumed that the tenant has paid a security deposit equal to no less than one month's rent at the rate charged when the tenant originally rented the dwelling unit and the landlord's successor shall be bound by this amount in all further matters relating to the security deposit.

(g) If the landlord and the tenant disagree about the right of the landlord to claim and retain the security deposit or any portion of it, either the landlord or the tenant may commence an action in the small claims division of the district court, as provided in chapter 633 and the rules of court thereunder, to adjudicate the matter.

(h) In any action in the small claims division of the district court pursuant to subsection (g) where the court determines that:

(1) The landlord wrongfully and wilfully retained a security deposit or part of a security deposit, the court may award the tenant damages in an amount equal to three times the amount of the security deposit, or part thereof, wrongfully and wilfully retained and the cost of suit.

(2) The landlord wrongfully retained a security deposit or part of a security deposit, the court shall award the tenant damages in an amount equal to the amount of the security deposit, or part thereof, wrongfully retained and the cost of suit.

(3) The landlord was entitled to retain the security deposit or a part of it, the court shall award the landlord damages in an amount equal to the amount of the security deposit, or part thereof, in dispute and the cost of suit.

(4) In any such action, neither the landlord nor the tenant may be represented by an attorney, including salaried employees of the landlord or tenant.

HRS § 521-44

Amended by L 2015, c 29, § 3, eff. 11/1/2015.

Amended by L 2013, c 206, § 1, eff. 6/26/2013.

L 1972, c 132, pt of §1; am L 1974, c 180, §3; am L 1975, c 101, §1; gen ch 1985; am L 1986, c 12, §1; am L 1987, c 170, §1 and c 282, §1; am L 1989, c 169, §1 See L 2013, c 206, § 3.

Hawaii Legal Reporter Citations

If landlord fails to give the 14-day notice, tenant is entitled to the security deposit, but landlord is not precluded, upon proof, from being awarded damages. 77-1 HLR 76-147.

Filing by tenants of claim for return of deposit is not a sufficient reason for landlord to fail to give the required notice of retention of deposit. 77-1 HLR 76-337.

When tenant remained on premises for three extra days, landlord's notification period was also extended. 77-1 HLR 76-343.

A sublessor is required to notify a subtenant of retention of security deposit. 77-1 HLR 77-295.

Landlord's notice of retention of deposit though given four days after the 14-day requirement was in substantial compliance with the statute since landlord acted in good faith. 77-1 HLR 77-421.

"Wrongful" retention and "wilful" retention construed. 77-2 HLR 77-553.

Cited: 60 H. 52, 587 P.2d 807.

Returned Check Fees:

What This Means: \$30 maximum

Legal Statute:

The payee or a holder in due course of any check, draft, or order for the payment of money that has been dishonored for lack of funds or credit to pay the check, draft, or order or because the maker has no account with the drawee shall be allowed to assess the maker a service charge of not more than \$30.

HRS § 490:3-506.5

L 1999, c 48, §1; am L 2006, c 206, §1; am L 2010, c 39, §1 .

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes. If it was previously agreed to in writing.

Legal Statute:

(a) At the request of either the tenant or the landlord in any court proceeding in which the payment or nonpayment of rent is in dispute, the court shall order the tenant to deposit any disputed rent as it becomes due into the court as provided under subsection (c), and in the case of a proceeding in which a rent increase is in issue, the amount of the rent prior to the increase; provided that the tenant shall not be required to deposit any rent where the tenant can show to the court's satisfaction that the rent has already been paid to the landlord; provided further that if the parties had executed a signed, written instrument agreeing that the rent could be withheld or deducted, the court shall not require the tenant to deposit rent into the fund. No deposit of rent into the fund ordered under this section shall affect the tenant's rights to assert either that payment of rent was made or that any grounds for nonpayment of rent exist under this chapter.

(b) If the tenant is unable to comply with the court's order under subsection (a) in paying the required amount of rent into the court, the landlord shall have judgment for possession and execution shall issue accordingly. The writ of possession shall issue to the sheriff or to a police officer of the circuit where the premises are situated, commanding the sheriff or police officer to remove all persons from the premises, and to put the landlord, or the landlord's agent, into the full possession thereof.

(c) The court in which the dispute is being heard shall accept and hold in trust any rent deposited under this section and shall make such payments out of money collected as provided herein. The court shall order payment of such money collected or portion thereof to the landlord if the court finds that the rent is due and has not been paid to the landlord and that the tenant did not have any basis to withhold, deduct, or otherwise set off the rent not paid. The court shall order payment of such money collected or portion thereof to the tenant if the court finds that the rent is not due or has been paid, or that the tenant had a basis to withhold, deduct, or otherwise set off the rent not paid.

(d) The court shall, upon finding that either the landlord or the tenant raised the issue of payment or nonpayment of rent in bad faith, order that person to pay the other party reasonable interest on the rent deposited into the court.

HRS § 521-78

L 1978, c 75, §2; am L 1981, c 235, §5; gen ch 1985; am L 1989, c 211, §10; am L 1990, c 281, §11

Mentioned:74 Haw. 294,845 P.2d 1186.

Sheriff, etc., see § 26-14.6 .

Tenant Allowed to Repair and Deduct Rent:



<https://www.RocketRent.com>

What This Means: Yes. Tenant must have notified landlord and if landlord failed to perform within 7 days they can do the necessary repairs and submit receipts.

Legal Statute:

(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 that constitutes a health or safety violation, shall commence repairs of the condition within 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 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.

(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 \$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 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 \$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 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 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 \$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 the tenant to list 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 the facilities of the tenant's plans, and shall arrange the work 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).

HRS § 521-64

Amended by L 2024, c 32, § 1, eff. 11/1/2024. L 1972, c 132, pt of § 1; am L 1974, c 180, § 4; am L 1975, c 104, § 2; am L 1976, c 90, § 5; am L 1981, c 235, § 3; am L 1982, c 211, § 1; gen ch 1985; am L 1995, c 42, § 1. This section is set out more than once due to postponed, multiple, or conflicting amendments.

Self-Help Evictions:

What This Means: Not allowed. Tenant may recover damages in the amount of 2x monthly rent or free occupancy for two months + attorney fees, etc.

Legal Statute:

(a) If any condition within the premises deprives the tenant of a substantial part of the benefit and enjoyment of the tenant's bargain under the rental agreement, the tenant may notify the landlord in writing of the situation and, if the landlord does not remedy the situation within one week, terminate the rental agreement. The notice need not be given when the condition renders the dwelling unit uninhabitable or poses an imminent threat to the health or safety of any

occupant. The tenant may not terminate for a condition 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.

(b) If the condition referred to in subsection (a) was caused wilfully or negligently by the landlord, the tenant may recover any damages sustained as a result of the condition.

(c) If the landlord removes or excludes the tenant from the premises overnight without cause or without court order so authorizing, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount equal to two months rent or free occupancy for two months, and the cost of suit, including reasonable attorney's fees. If the rental agreement is terminated, the landlord shall comply with section 521-44(c). The court may also order any injunctive or other equitable relief it deems proper. If the court determines that the removal or exclusion by the landlord was with cause or was authorized by court order, the court may award the landlord the cost of suit, including reasonable attorney's fees if the attorney is not a salaried employee of the landlord or the landlord's assignee.

HRS § 521-63

L 1972, c 132, pt of §1; am L 1981, c 235, §2; gen ch 1985

Rules of Court

Injunctions, see HRCP rule 65.

No discretion to deny damages upon breach. 67 H. 549, 696 P.2d 839.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Yes. A maximum of 25% of the total unpaid rent.

Legal Statute:

(a) A rental agreement may provide for the payment by the tenant of the costs of a suit, for unpaid rent, and reasonable attorney's fees not in excess of twenty-five per cent of the unpaid rent after default and referral to an attorney not a salaried employee of the landlord or the landlord's assignee.

(b) A rental agreement may further provide that reasonable attorney's fees and costs may be awarded to the prevailing party in all other matters arising under this chapter.

(c) A provision in violation of this section is unenforceable.

HRS § 521-35

L 1972, c 132, pt of §1; gen ch 1985; am L 1986, c 103, §1

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No statute

Legal Statute: No Statute

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: If it's a fixed-term lease no notice is required as the agreement simply expires.

Legal Statute: No Statute

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 10-day notice required.

Legal Statute:

(a) When the tenancy is month-to-month, the landlord may terminate the rental agreement by notifying the tenant, in writing, at least forty-five days in advance of the anticipated termination. When the landlord provides notification of termination, the tenant may vacate at any time within the last forty-five days of the period between the notification and the termination date, but the tenant shall notify the landlord of the date the tenant will vacate the dwelling unit and shall pay a prorated rent for that period of occupation.

(b) When the tenancy is month-to-month the tenant may terminate the rental agreement by notifying the landlord, in writing, at least twenty-eight days in advance of the anticipated termination. When the tenant provides notice of termination, the tenant shall be responsible for the payment of rent through the twenty-eighth day.

(c) Before a landlord terminates a month-to-month tenancy where the landlord contemplates voluntary demolition of the dwelling units, conversion to a condominium property regime under chapter 514B, or changing the use of the building to transient vacation rentals, the landlord shall provide notice to the tenant at least one hundred twenty days in advance of the anticipated demolition or anticipated termination. If notice is revoked or amended and reissued, the notice period shall begin from the date it was reissued or amended. Any notice provided, revoked, or amended and reissued shall be in writing. When the landlord provides notification of termination pursuant to this subsection, the tenant may vacate at any time within the one-hundred-twenty-day period between the notification and the termination date, but the tenant shall notify the landlord of the date the tenant will vacate the dwelling unit and shall pay a prorated rent for that period of occupation.

(d) When the tenancy is less than month-to-month, the landlord or the tenant may terminate the rental agreement by notifying the other at least ten days before the anticipated termination.

(e) Whenever the term of the rental agreement expires, whether by passage of time, by mutual agreement, by the giving of notice as provided in subsection (a), (b), (c), or (d) or by the exercise by the landlord of a right to terminate given under this chapter, if the tenant continues in possession after the date of termination without the landlord's consent, the tenant may be liable to the landlord for a sum not to exceed twice the monthly rent under the previous rental agreement, computed and prorated on a daily basis, for each day the tenant remains in possession. The landlord may bring a summary proceeding for recovery of the possession of the dwelling unit at any time during the first sixty days of holdover. Should the landlord fail to commence summary possession proceedings within the first sixty days of the holdover, in the absence of a rental agreement, a month-to-month tenancy at the monthly rent stipulated in the previous rental agreement shall prevail beginning at the end of the first sixty days of holdover.

(f) Any notice of termination initiated for the purposes of evading the obligations of the landlord under subsections 521-21(d) or (e) shall be void.

HRS § 521-71

Amended by L 2017, c 181, § 39, eff. 1/1/2019.

L 1972, c 132, pt of §1; am L 1975, c 104, §3; am L 1978, c 124, §2; am L 1979, c 95, §1; am L 1980, c 189, §4; am L 1982, c 211, §2; am L 1985, c 164, §5; gen ch 1985; am L 1987, c 29, §1; am L 1988, c 65, §2 and c 307, §4; am L 1989, c 169, §2; am L 1990, c 57, §2; am L 1991, c 194, §1; am L 1995, c 41, §1; am L 1996, c 221, §1; am L 2004, c 164, §25; am L 2008, c 28, §19 .

Hawaii Legal Reporter Citations

A six-month rental agreement expires by its own terms and no notice is required. 77-1 HLR 77-421.

Timeliness of notice. 61 Haw. 144, 598 P.2d 161. "Voluntary demolition." 61 H. 156, 598 P.2d 168. Sufficiency of notice under subsection (a) which has been amended and reissued. 63 Haw. 110, 621 P.2d 971. Where trial court's award of unpaid rent damages to landlord for the period of time that tenants continued to occupy the property after the termination date for the oral rental agreement complied with subsection (e), tenants' claim that the award for unpaid rent was illegal was meritless. 112 Haw. 302 (App.), 145 P.3d 845.

Effect of acceptance of rent during litigation, see § 666-5. Summary possession proceedings, see § 666-6.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 45-day notice required on landlord's behalf. 28-day notice required on the tenant's behalf.

Legal Statute:



(a) When the tenancy is month-to-month, the landlord may terminate the rental agreement by notifying the tenant, in writing, at least forty-five days in advance of the anticipated termination. When the landlord provides notification of termination, the tenant may vacate at any time within the last forty-five days of the period between the notification and the termination date, but the tenant shall notify the landlord of the date the tenant will vacate the dwelling unit and shall pay a prorated rent for that period of occupation.

(b) When the tenancy is month-to-month the tenant may terminate the rental agreement by notifying the landlord, in writing, at least twenty-eight days in advance of the anticipated termination. When the tenant provides notice of termination, the tenant shall be responsible for the payment of rent through the twenty-eighth day.

(c) Before a landlord terminates a month-to-month tenancy where the landlord contemplates voluntary demolition of the dwelling units, conversion to a condominium property regime under chapter 514B, or changing the use of the building to transient vacation rentals, the landlord shall provide notice to the tenant at least one hundred twenty days in advance of the anticipated demolition or anticipated termination. If notice is revoked or amended and reissued, the notice period shall begin from the date it was reissued or amended. Any notice provided, revoked, or amended and reissued shall be in writing. When the landlord provides notification of termination pursuant to this subsection, the tenant may vacate at any time within the one-hundred-twenty-day period between the notification and the termination date, but the tenant shall notify the landlord of the date the tenant will vacate the dwelling unit and shall pay a prorated rent for that period of occupation.

(d) When the tenancy is less than month-to-month, the landlord or the tenant may terminate the rental agreement by notifying the other at least ten days before the anticipated termination.

(e) Whenever the term of the rental agreement expires, whether by passage of time, by mutual agreement, by the giving of notice as provided in subsection (a), (b), (c), or (d) or by the exercise by the landlord of a right to terminate given under this chapter, if the tenant continues in possession after the date of termination without the landlord's consent, the tenant may be liable to the landlord for a sum not to exceed twice the monthly rent under the previous rental agreement, computed and prorated on a daily basis, for each day the tenant remains in possession. The landlord may bring a summary proceeding for recovery of the possession of the dwelling unit at any time during the first sixty days of holdover. Should the landlord fail to commence summary possession proceedings within the first sixty days of the holdover, in the absence of a rental agreement, a month-to-month tenancy at the monthly rent stipulated in the previous rental agreement shall prevail beginning at the end of the first sixty days of holdover.

(f) Any notice of termination initiated for the purposes of evading the obligations of the landlord under subsections 521-21(d) or (e) shall be void.

HRS § 521-71

Amended by L 2017, c 181, § 39, eff. 1/1/2019.

L 1972, c 132, pt of §1; am L 1975, c 104, §3; am L 1978, c 124, §2; am L 1979, c 95, §1; am L 1980, c 189, §4; am L 1982, c 211, §2; am L 1985, c 164, §5; gen ch 1985; am L 1987, c 29, §1; am L 1988, c 65, §2 and c 307, §4; am L 1989, c 169, §2; am L 1990, c 57, §2; am L 1991, c 194, §1; am L 1995, c 41, §1; am L 1996, c 221, §1; am L 2004, c 164, §25; am L 2008, c 28, §19 .

Hawaii Legal Reporter Citations

A six-month rental agreement expires by its own terms and no notice is required. 77-1 HLR 77-421.

Timeliness of notice.61 Haw. 144,598 P.2d 161. \"Voluntary demolition.\" 61 H. 156, 598 P.2d 168. Sufficiency of notice under subsection (a) which has been amended and reissued.63 Haw. 110,621 P.2d 971. Where trial court's award of unpaid rent damages to landlord for the period of time that tenants continued to occupy the property after the termination date for the oral rental agreement complied with subsection (e), tenants' claim that the award for unpaid rent was illegal was meritless.112 Haw. 302 (App.),145 P.3d 845.

Effect of acceptance of rent during litigation, see § 666-5. Summary possession proceedings, see § 666-6.

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute

Legal Statute: No Statute

Notice of date/time of Move-Out Inspection:

What This Means: No statute

Legal Statute: No Statute

Notice of Termination for Nonpayment:

What This Means: 5-day notice to pay or quit

Legal Statute:

(a) A landlord or the landlord's agent may, any time after rent is due, demand payment thereof and notify the tenant in writing that unless payment is made within a time mentioned in the notice, not less than five business days after receipt thereof, the rental agreement will be terminated. If the tenant cannot be served with notice as required, notice may be given the

tenant by posting the same in a conspicuous place on the dwelling unit. If the tenant remains in default, the landlord may thereafter bring a summary proceeding for possession of the dwelling unit or any other proper proceeding, action, or suit for possession.

(b) A landlord or the landlord's agent may bring an action for rent alone at any time after the landlord has demanded payment of past due rent and notified the tenant of the landlord's intention to bring such an action.

HRS § 521-68 Amended by L 2021, c 57, § 7, eff. 1/1/2023 or upon the one year anniversary of the expiration date identified by the governor of the final eviction moratorium identified in section 2 of this act that the governor will not be issuing any further eviction moratoriums in response to the COVID-19 pandemic, whichever is sooner. Amended by L 2021, c 57, § 2, eff. 6/16/2021. L 1972, c 132, pt of §1; am L 1978, c 167, §1; gen ch 1985 In action for summary possession for tenant's failure to pay rent, tenant may assert breach of implied warranty of habitability as defense. 61 H. 144, 598 P.2d 161.

Notice for Lease Violation:

What This Means: 10-day notice to remedy. The landlord may take action to obtain possession of unit if breach is recurring.

Legal Statute:

(a) If the tenant breaches any rule authorized under section 521-52, the landlord may notify the tenant in writing of the tenant's breach. The notice shall specify the time, not less than ten days, within which the tenant is required to remedy the breach and shall be in substantially the following form:

\"(Name and address of tenant) (date)

You are hereby notified that you have failed to perform according to the following rule:

(specify rule allegedly breached)

Be informed that if you (continue violating) (again violate) this rule after (a date not less than ten days after this notice), the landlord may terminate the rental agreement and sue for possession of your dwelling unit.\"

No allowance of time to remedy the breach of any rule authorized under section 521-52 shall be required when the breach by the tenant causes or threatens to cause damage to any person or constitutes a violation of section 521-51(1) or (6).

(b) If the breach complained of continues or recurs after the date specified in the notice, the landlord may bring a summary proceeding for possession within thirty days after such continued or recurring breach.

HRS § 521-72

L 1972, c 132, pt of §1; am L 1976, c 90, §7; am L 1983, c 146, §2; gen ch 1985

Required Notice before Entry:

What This Means: 2-day notice required, and must be during reasonable hours.

Legal Statute:

(a) The tenant shall not unreasonably withhold the tenant's consent to the landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply services as agreed; or exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants.

(b) The landlord shall not abuse this right of access nor use it to harass the tenant. Except in case of emergency or where impracticable to do so, the landlord shall give the tenant at least two days notice of the landlord's intent to enter and shall enter only during reasonable hours.

(c) The landlord shall have no other right of entry, except by court order, unless the tenant appears to have abandoned the premises, or as permitted by section 521-70(b).

HRS § 521-53

L 1972, c 132, pt of §1; gen ch 1985

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes. 2-day notice required

Legal Statute:

(a) The tenant shall not unreasonably withhold the tenant's consent to the landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply services as agreed; or exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants.

(b) The landlord shall not abuse this right of access nor use it to harass the tenant. Except in case of emergency or where impracticable to do so, the landlord shall give the tenant at least two days notice of the landlord's intent to enter and shall enter only during reasonable hours.

(c) The landlord shall have no other right of entry, except by court order, unless the tenant appears to have abandoned the premises, or as permitted by section 521-70(b).

HRS § 521-53

L 1972, c 132, pt of §1; gen ch 1985

Emergency Entry Allowed without Notice:

What This Means: Yes

Legal Statute:

(a) The tenant shall not unreasonably withhold the tenant's consent to the landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply services as agreed; or exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants.

(b) The landlord shall not abuse this right of access nor use it to harass the tenant. Except in case of emergency or where impracticable to do so, the landlord shall give the tenant at least two days notice of the landlord's intent to enter and shall enter only during reasonable hours.

(c) The landlord shall have no other right of entry, except by court order, unless the tenant appears to have abandoned the premises, or as permitted by section 521-70(b).

HRS § 521-53

L 1972, c 132, pt of §1; gen ch 1985

Entry Allowed During Tenant's Extended Absence:

What This Means: Yes

Legal Statute:

(a) The tenant shall not unreasonably withhold the tenant's consent to the landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply services as agreed; or exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants.

(b) The landlord shall not abuse this right of access nor use it to harass the tenant. Except in case of emergency or where impracticable to do so, the landlord shall give the tenant at least two days notice of the landlord's intent to enter and shall enter only during reasonable hours.

(c) The landlord shall have no other right of entry, except by court order, unless the tenant appears to have abandoned the premises, or as permitted by section 521-70(b).

HRS § 521-53

L 1972, c 132, pt of §1; gen ch 1985

Entry Allowed with Notice for Showing the Property:

What This Means: Yes

Legal Statute:

- (a) The tenant shall not unreasonably withhold the tenant's consent to the landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply services as agreed; or exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants.
- (b) The landlord shall not abuse this right of access nor use it to harass the tenant. Except in case of emergency or where impracticable to do so, the landlord shall give the tenant at least two days notice of the landlord's intent to enter and shall enter only during reasonable hours.
- (c) The landlord shall have no other right of entry, except by court order, unless the tenant appears to have abandoned the premises, or as permitted by section 521-70(b).

HRS § 521-53

L 1972, c 132, pt of §1; gen ch 1985

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute: No Statute

Lockouts Allowed:

What This Means: Not allowed. Landlord can be held liable for 2x monthly rent or 2 months of free occupancy to tenant.

Legal Statute:

- (a) If any condition within the premises deprives the tenant of a substantial part of the benefit and enjoyment of the tenant's bargain under the rental agreement, the tenant may notify the landlord in writing of the situation and, if the landlord does not remedy the situation within one week, terminate the rental agreement. The notice need not be given when the condition renders the dwelling unit uninhabitable or poses an imminent threat to the health or safety of any occupant. The tenant may not terminate for a condition 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.
- (b) If the condition referred to in subsection (a) was caused wilfully or negligently by the landlord, the tenant may recover any damages sustained as a result of the condition.
- (c) If the landlord removes or excludes the tenant from the premises overnight without cause or without court order so authorizing, the tenant may recover possession or terminate the rental

agreement and, in either case, recover an amount equal to two months rent or free occupancy for two months, and the cost of suit, including reasonable attorney's fees. If the rental agreement is terminated, the landlord shall comply with section 521-44(c). The court may also order any injunctive or other equitable relief it deems proper. If the court determines that the removal or exclusion by the landlord was with cause or was authorized by court order, the court may award the landlord the cost of suit, including reasonable attorney's fees if the attorney is not a salaried employee of the landlord or the landlord's assignee.

HRS § 521-63

L 1972, c 132, pt of §1; am L 1981, c 235, §2; gen ch 1985

Rules of Court

Injunctions, see HRCP rule 65.

No discretion to deny damages upon breach. 67 H. 549, 696 P.2d 839.

Utility Shut-offs Allowed:

What This Means: Not allowed. Landlord can be held liable for 2x monthly rent or 2 months of free occupancy to tenant.

Legal Statute:

(a) If any condition within the premises deprives the tenant of a substantial part of the benefit and enjoyment of the tenant's bargain under the rental agreement, the tenant may notify the landlord in writing of the situation and, if the landlord does not remedy the situation within one week, terminate the rental agreement. The notice need not be given when the condition renders the dwelling unit uninhabitable or poses an imminent threat to the health or safety of any occupant. The tenant may not terminate for a condition 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.

(b) If the condition referred to in subsection (a) was caused wilfully or negligently by the landlord, the tenant may recover any damages sustained as a result of the condition.

(c) If the landlord removes or excludes the tenant from the premises overnight without cause or without court order so authorizing, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount equal to two months rent or free occupancy for two months, and the cost of suit, including reasonable attorney's fees. If the rental agreement is terminated, the landlord shall comply with section 521-44(c). The court may also order any injunctive or other equitable relief it deems proper. If the court determines that the removal or exclusion by the landlord was with cause or was authorized by court order, the court may award the landlord the cost of suit, including reasonable attorney's fees if the attorney is not a salaried employee of the landlord or the landlord's assignee.

HRS § 521-63

L 1972, c 132, pt of §1; am L 1981, c 235, §2; gen ch 1985

Rules of Court

Injunctions, see HRCP rule 65.

No discretion to deny damages upon breach. 67 H. 549, 696 P.2d 839.

Electronic Notices Allowed:

What This Means: No statute

Legal Statute: No Statute

Quick Reference Guide

Key Hawaii Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Hawaii.

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Links To Statutes

- [Haw. Rev. Stat. § 490:3-506.5](#) – Charges for dishonored checks
- [Haw. Rev. Stat. § 521-21\(b\)](#) – Rent
- [Haw. Rev. Stat. § 521-21\(d\)\(e\)](#) – Rent
- [Haw. Rev. Stat. § 521-35](#) – Attorney's Fees
- [Haw. Rev. Stat. § 521-37](#) – Subleases and assignments
- [Haw. Rev. Stat. § 521-38](#) – Tenants subject to rental agreement; notice of conversions

- [Haw. Rev. Stat. § 521-42](#) – Landlord to supply and maintain fit premises
- [Haw. Rev. Stat. § 521-43\(a\)\(b\)](#) – Rental agreement, disclosure
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- [Haw. Rev. Stat. § 521-44\(b\)](#) – Security deposits
- [Haw. Rev. Stat. § 521-44\(c\)](#) – Security deposits
- [Haw. Rev. Stat. § 521-44\(b\)\(2\) and \(e\)](#) – Prepaid Rent and Use of Security Deposit
- [Haw. Rev. Stat. § 521-44\(c\)\(g\) and \(h\)](#) – Security deposits
- [Haw. Rev. Stat. § 521-51](#) – Tenant to maintain dwelling unit
- [Haw. Rev. Stat. § 521-52](#) – Tenant to use properly
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- [Haw. Rev. Stat. § 521-64](#) – [Effective 11/1/2024] Tenant's remedy of repair and deduction for minor defects
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- [Hawaii Residential Landlord-Tenant Code Pg. 29](#) – Regarding Common Landlord-Tenant Problems
- [Hawaii Residential Landlord-Tenant Code Pg. 1](#) – Rental Application Screening Fee
- [Hawaii Residential Landlord-Tenant Code Pg. 12](#) – Fixed Term Rentals.