

Disaster Legal Assistance – Renter’s Rights

Q: Can I get out of my lease if my home is damaged and what happens to prepaid rent and my security deposit?

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

When the premises are unusable, tenant must notify landlord within one week after quitting, unless landlord has actual knowledge of the impossibility of further occupancy, at which point the lease is terminated.

If the lease is terminated because the property cannot be occupied the landlord shall return to the tenant, not later than fourteen days after the termination, the amount of any advance rent paid and the amount of any security deposit that the landlord is not authorized to retain pursuant the landlord-tenant code.

The following questions apply to properties that were not destroyed/damaged.

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

No. The Governor issued an emergency proclamation on September 8, 2023, prohibiting landlords from terminating existing rental agreements on the island of Maui unless the tenant commits a breach of the rental lease (other than nonpayment of rent), the home is unfit for occupancy, the landlord or their immediate family intend to occupy the property, or the property has been sold to a bona fide purchaser. The ban is in effect until May 4, 2024, but is subject to further extension. However, the ban will not extend a fixed-term lease that expires during this proclamation period.

Q: Can my landlord increase my rent?

No. Your rent cannot be increased unless it was already written into your lease or you received notice prior to August 8, 2023.

Q: What if my landlord attempts to raise my rent or terminate my month-to-month tenancy?

You may call the Legal Aid Society of Hawaii's intake hotline at 1-800-499-4302 to see if you qualify for assistance.

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

You may be able to receive financial assistance through Unemployment benefits or Disaster Unemployment Benefits. Visit huiclaims.hawaii.gov or call 808-984-8400 to apply for unemployment insurance benefits.

Q: Is there a grace period for paying rent?

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

Q: Can I be evicted for nonpayment of rent?

No. The Governor's September 8, 2023 emergency proclamation prohibits evictions for nonpayment of rent, maintenance, utility, or other fees on the island of Maui during the proclamation period. This prohibition is currently in effect through May 4, 2024. A landlord may still terminate fixed-term leases or evict tenants for certain breaches of a lease agreement. If you receive court papers related to an eviction with a hearing date, you should still attend and raise the proclamation moratorium as a defense.

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

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

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

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

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

If you fail to fix the reason for the eviction notice, your landlord can file a complaint for summary possession in court to start the eviction process. As discussed above, certain lease terminations are prohibited during the emergency proclamation period. These include terminations of month-to-month lease (with limited exceptions) and terminations for nonpayment of rent.

If you are served with a complaint, make sure you do not miss your court date. You want to be able to tell the judge your side of the story. You can represent yourself or you may call Legal Aid for assistance if you qualify.

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

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

Q: What happens to my possessions if I abandon the property?

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