



## Act 278:

# Hawaii's Prefiling Eviction Mediation Program

## *What Property Managers Need to Know*

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### **I. Legislative Purpose and Context**

On July 2, 2025, the governor approved Act 278, Session Laws of Hawai'i 2025, establishing a two-year pilot program that requires landlords and tenants to attempt mediation before the landlord may file a summary possession action for nonpayment of rent.<sup>1</sup> The mediation requirements took effect on February 5, 2026, and will remain in force through at least February 4, 2028.<sup>2</sup> As discussed in Part II, the Act separately extends the cure period from five business days to 10 calendar days—a permanent change that will survive even if the mediation pilot expires.

Act 278 is modeled on Act 57, which created temporary mediation procedures during the COVID-19 pandemic.<sup>3</sup> The legislature found that those procedures

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<sup>1</sup> 2025 Haw. Sess. Laws Act 278, § 2 at 880-84 (to be codified at Haw. Rev. Stat. (HRS) § 521-68).

<sup>2</sup> Act 278, § 7 at 884.

<sup>3</sup> 2021 Haw. Sess. Laws Act 57 (establishing temporary mediation procedures during the COVID-19 pandemic).

“substantially increas[ed] the number of disputes that were settled in mediation without any eviction cases being filed.”<sup>4</sup> That finding was not universally shared—many landlords and property managers experienced Act 57’s requirements as burdensome—but it drove the legislature’s decision to revive the mediation framework.<sup>5</sup> Act 278 does so not as emergency relief, but as a structural pilot designed to test whether prelitigation mediation should become a permanent feature of Hawai‘i’s landlord-tenant code.

For property managers, the practical consequences are immediate. Every nonpayment eviction filed on or after February 5, 2026, must comply with Act 278’s new notice requirements, mediation procedures, and pleading standards. Failure to materially comply with Act 278 will cause a court to dismiss your complaint for summary eviction.

## **II. Permanent v. Pilot Provisions**

Act 278 bifurcates its amendments into permanent changes and temporary pilot provisions. Property managers must understand which rules survive the 2028 sunset and which do not.

### ***A. The Permanent Provision: Ten Calendar Days to Cure***

Before Act 278, a landlord could terminate a rental agreement for nonpayment if the tenant failed to pay within “five business days” of receiving the notice. Act 278 permanently replaces that standard with “ten calendar days.”<sup>6</sup> This change survives the 2028 repeal.<sup>7</sup> The shift from business days to calendar days simplifies the cure-period calculation by removing the variability of weekends and holidays from the window itself—though, as discussed below, the deemed-receipt rules for mailed notices still depend on business days.

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<sup>4</sup> Act 278, § 1 at 880.

<sup>5</sup> *Id.*

<sup>6</sup> Act 278, § 2 at 880 (to be codified at HRS § 521-68(a)). The prior version required only “five business days.”

<sup>7</sup> Act 278, § 7(2) at 884 (“provided further that the amendments made to section 521-68(a) . . . shall not be repealed when that section is reenacted on February 4, 2028).

### ***B. Pilot Provisions: Mandatory Prefiling Mediation***

The mediation framework—requiring landlords and tenants to attempt mediation before filing a summary possession action for nonpayment of rent, barring landlords from filing during the mediation period, and defining the role of state-funded mediation centers—expires on February 4, 2028. Property managers should plan their operations around this framework for the pilot period while recognizing that a successful pilot may lead to permanent codification.

## **III. The Ten-Calendar-Day Notice**

### ***A. Calculating the Cure Period***

The cure period begins when the tenant is deemed to have received the notice, not when the landlord sends it. Act 278 establishes two deemed-receipt rules:<sup>8</sup>

<b>Method of Service</b>	<b>Deemed Received</b>	<b>Statutory Basis</b>
<b>Posting</b>	Date of posting	Act 278, § 2
<b>Mailing</b>	Two <i>business days after</i> postmark	Act 278, § 2

The mailing rule introduces potential delay. The following example, comparing a notice mailed and posted on the same day—the Friday before Presidents’ Day—illustrates how much the method of service can affect the timeline:

	<b>Mailing</b>	<b>Posting</b>
<b>Notice Mailed or Posted</b>	Fri., Feb. 13	Fri., Feb. 13
<b>Deemed Received</b>	Wed., Feb. 18	Fri., Feb. 13 (because, unlike a notice that is

<sup>8</sup> Act 278, § 2 at 880 (to be codified at HRS § 521-68(a)).

	<ul style="list-style-type: none"> <li>• Friday isn’t counted, even though it is a business day, because Friday is the postmark day, and the first day counted is the first day <i>after</i> the postmark.</li> <li>• Saturday and Sunday aren’t counted because they aren’t business days.</li> <li>• Monday also isn’t counted because it isn’t a business day (Presidents’ Day).</li> <li>• Tuesday is the first business day counted.</li> <li>• Wednesday, the second business day counted, is the day Act 278 deems the mailed notice received.</li> </ul>	<p>mailed, a notice that is posted is deemed received on the date it is posted).</p>
<p><b>Cure Period</b> (10 calendar days after notice is received).</p>	<p>Feb. 18-Feb.28.</p>	<p>Feb. 13-Feb. 23</p>

<b>Earliest Date to File for Summary Eviction</b> (20 calendar days after notice is received) <sup>9</sup>	Mar. 10	Mar. 5
<b>Time Saved by Posting</b>	<b>Five days</b>	

Where geographically feasible, therefore, landlords and property managers should favor posting—supported by photographic evidence—over mailing to accelerate the timeline.

### ***B. Mandatory Content and the Hawai‘i Supreme Court’s Notice Form***

A generic “pay or quit” notice is no longer legally sufficient. Section 2 of Act 278 enumerates eight categories of information that every notice must contain, including the landlord’s contact information, the dwelling-unit address, tenant contact information, the rent due, notice that a copy is being sent to a state-funded mediation center, notice that the landlord may file for summary possession if rent is not paid and mediation is not scheduled within 10 days, a mandatory statutory warning in bold typeface, and notice that the landlord must participate if mediation is scheduled.<sup>10</sup> The prescribed warning language is extensive and must appear verbatim in bold print.<sup>11</sup>

The Hawai‘i Supreme Court has adopted a form notice specifically designed to satisfy these requirements: the “Ten Calendar Day Notice of Termination for Failure to Pay Rent.”<sup>12</sup> Landlords and property managers should use this form or a substantially equivalent version prepared by counsel. Using the Supreme

<sup>9</sup> Absent the either scheduling and not appearing for mediation or the tenant breaching a mediated settlement agreement, in which case the landlord may file on the occurrence of those events. *See* Act 278, § 2 at 882–83 (to be codified at HRS § 521-68(c)).

<sup>10</sup> Act 278, § 2 at 881–82 (to be codified at HRS § 521-68(b)(1)–(8)).

<sup>11</sup> Act 278, § 2 at 882 (to be codified at HRS § 521-68(b)(7)) (prescribing mandatory warning language in bold typeface).

<sup>12</sup> *See* Ten Calendar Day Notice of Termination for Failure to Pay Rent, HRS § 521-68(a)–(b) (eff. Feb. 5, 2026), adopted in *In re District Court Rules of Civil Procedure*, No. SCR-11-580 (Haw. Jan. 20, 2026) (Exhibit A).

Court's form minimizes the risk of omitting a required element and provides a strong defense against claims of notice deficiency.

### ***C. Dual-Service Requirement and Mediation Portal Workflow***

The landlord must serve the notice on both the tenant and a state-funded mediation center.<sup>13</sup> To implement Act 278, the Hawai'i State Judiciary contracted with Mediation Centers of Hawai'i, a consortium of five community mediation centers located throughout the state.<sup>14</sup> These centers have established a centralized portal at [mediationcentersofhawaii.org](http://mediationcentersofhawaii.org) for landlord intake.

The expected workflow is portal-first. The landlord creates the notice, completes the required landlord intake form on the portal, and uploads both documents. The portal then routes the notice to the mediation center on the island where the rental property is located. The landlord will receive an immediate electronic confirmation that the notice and intake form have been provided to the mediation center. The landlord must then mail the notice to the tenant or post it on the dwelling. Landlords should not mail, email, or drop off notices directly at the offices of the individual mediation centers.

A separate notice and intake form must be completed for each lease agreement.<sup>15</sup> For property managers with multiple delinquent tenancies, this means individual submissions—not a single bulk filing. All information included in the notice and intake form must be correct. The names and contact information of all persons who will participate in mediation (including attorneys or authorized agents) must be included on the intake form. Property managers should also specify any accommodations needed to participate, such as an interpreter if English is not the landlord's or tenant's primary language.

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<sup>13</sup> Act 278, § 2 at 881 (to be codified at HR § 521-68(b)(5)).

<sup>14</sup> Mediation Centers of Hawai'i, Prefiling Eviction Mediation Program: Landlord Intake Portal, [www.mediationcentersofhawaii.org](http://www.mediationcentersofhawaii.org) (last visited Feb. 17, 2026). The five participating centers are: Kaua'i Economic Opportunity Mediation Program; Ku'ikahi Mediation Center (East Hawai'i); Maui Mediation Services; The Mediation Ctr. of the Pac. (O'ahu); and West Hawai'i Mediation Ctr.

<sup>15</sup> Mediation Ctr. of the Pac., Act 278 Prefiling Eviction Mediation Program Webinar (Feb. 2026) (slide 4: "One Notice and one Intake Form are completed for each lease agreement.").

### ***D. The Immaterial-Defect Doctrine***

Act 278 provides a limited safety valve: if a court determines that a defect in the notice was “unintentional or immaterial,” it may allow the landlord to cure the defect without dismissing the action.<sup>16</sup> A typographical error in a zip code, for example, is likely immaterial. Misstating the rent amount or omitting the mediation warning almost certainly is not. Property managers should treat the notice requirements as demanding strict compliance and invoke the savings provision only as a defense—never as a license for carelessness.

## **IV. The Prelitigation Mediation Framework**

### ***A. Filing Timelines: Two Tracks***

Act 278 imposes a conditional stay on litigation that depends on the tenant's response to the notice.

*Track A: Tenant Inaction.* If the tenant neither pays the rent nor schedules mediation within the ten-calendar-day cure period, the landlord may file a summary possession complaint on the day after the notice period expires.

*Track B: Tenant Requests Mediation.* If the tenant schedules mediation within the 10-day window, the landlord is barred from filing a complaint until 20 calendar days have elapsed since the tenant received the notice.<sup>17</sup> This 20-day bar applies regardless of whether the mediation session itself occurs within that window. The key trigger is the scheduling of mediation, not its completion.

*Exception: Failure to Attend.* If the tenant schedules mediation but then fails to attend or cancels, the statute permits the landlord to file immediately.<sup>18</sup> As a practical matter, however, property managers should be cautious about exercising this right before the full 20-day period has elapsed. The complaint

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<sup>16</sup> Act 278, § 2 at 882 (to be codified at HRS § 521-68(e)).

<sup>17</sup> See Act 278, § 2 at 882–83 (to be codified at HRS § 521-68(c)). The statute provides that if mediation is scheduled within the ten-day period and the tenant participates, the landlord “shall only file a summary possession proceeding after the expiration of 20 calendar days from the date of the tenant's receipt of the ten-calendar-day notice.”

<sup>18</sup> *Id.* (“unless the tenant fails to appear at mediation or cancels the mediation.”).

must include a verification document from the mediation center confirming that the notice was properly submitted, and court clerks have been instructed to reject filings that lack this attachment.<sup>19</sup> Moreover, courts may be inclined to delay proceedings on early-filed complaints to allow the tenant a second opportunity to appear for mediation within the statutory window. Property managers should therefore plan on the 20-day timeline as the default and treat early filing after a cancellation or no-show as the exception rather than the rule.

### ***B. Scheduling, Logistics, and Participation***

Mediation must occur within 30 days of the tenant receiving the notice to cure.<sup>20</sup> Under the current program, sessions are conducted virtually via Zoom, are scheduled Monday through Friday between 8:30 a.m. and 5:00 p.m., and last up to one and a half hours.<sup>21</sup> If a party does not have the equipment or comfort level to participate virtually, the mediation center will provide access to its office and equipment, or may arrange for in-person mediation.

Both parties will receive electronic notification of the session's date, time, and Zoom link. Property managers should check junk-email folders for scheduling notices from the mediation center. If English is not the primary language of either party, interpreters are available at no cost upon request. If a party requests it, the mediator will conduct separate private sessions, shuttling between the landlord and tenant in virtual breakout rooms so that neither party must meet face-to-face.

Neither party is required to have an attorney, but each has the right to be represented by counsel at the party's own expense. Property managers should obtain written settlement authority from owners before the mediation session, specifying acceptable payment-plan durations, move-out timelines, and

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<sup>19</sup> Act 278, § 2 at 882 (to be codified at HRS § 521-68(c)). The complaint must include a document verifying that the landlord provided a copy of the notice to the mediation center. The receipt generated by the mediationcentersofhawaii.org portal is the standard verification document. Court clerks have been instructed to reject filings that lack this attachment.

<sup>20</sup> Act 278, § 2 at 882–83 (to be codified at HRS § 521-68(c)) (“Mediation shall take place within 30 days from the date that the mediation center makes contact with both the landlord . . . and tenant.”).

<sup>21</sup> Mediation Ctr. of the Pac., Act 278 Prefiling Eviction Mediation Program Webinar (Feb. 2026) (slides 5, 7–8, 10); Mediation Ctr. of the Pac., PEMP Landlord Flyer (Feb. 2026); Mediation Ctr. of the Pac., PEMP Tenant Flyer (Feb. 2026).

concessions. Attending without written settlement authority risks being viewed as a failure to participate in good faith.

### ***C. Confidentiality Protections***

Mediation communications under the program are protected by multiple, overlapping layers of Hawai‘i law—a framework that should reassure property managers concerned about exposing their negotiating position during the mediation process.

The primary protection is the Uniform Mediation Act, codified in Hawai‘i as HRS chapter 658H.<sup>22</sup> Because mediations conducted under Act 278 are “required . . . by statute,” they fall squarely within the UMA’s scope.<sup>23</sup> A mediation communication is privileged and cannot be used in discovery or admitted as evidence in any court proceeding, unless waived or precluded.<sup>24</sup> The privilege belongs independently to each mediation party, the mediator, and any nonparty participant—meaning that no single party can unilaterally destroy another’s privilege.

Waiver requires the express consent of every party who holds the privilege; one party’s disclosure does not waive the privilege for the others.<sup>25</sup> The UMA also identifies a limited set of circumstances in which the privilege does not apply—for example, a signed settlement agreement may be admitted to enforce its terms, and communications involving threats of bodily harm or evidence of criminal conduct fall outside the privilege.<sup>26</sup> Apart from these narrow exceptions, nothing

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<sup>22</sup> See HRS § 658H-4(a)-(b) (Supp. 2024) (creating a mediation-communication privilege held independently by each party, the mediator, and any nonparty participant).

<sup>23</sup> See HRS § 658H-3(a)(1) (Supp. 2024) (the UMA applies to mediations “required . . . by statute”).

<sup>24</sup> See HRS § 658H-4(a) (Supp. 2024) (“[A] mediation communication is privileged . . . and is not subject to discovery or admissible in evidence in a proceeding unless waived or precluded.”).

<sup>25</sup> HRS § 658H-5(a) (Supp. 2024). A privilege may be waived by express consent of all parties who hold it—that is, a unilateral waiver by one party does not destroy the others’ privilege. Additionally, a person who makes a disclosure not authorized by the statute waives the privilege only as to that specific communication, not as to others. HRS § 658H-5(c).

<sup>26</sup> HRS § 658H-6(a)(1)–(7) (Supp. 2024) (enumerating exceptions for signed agreements, public records, threats of bodily harm, criminal planning, mediator malpractice, party misconduct, and protective-services proceedings).

said or offered during mediation can be introduced in a subsequent summary possession proceeding.

The mediator's obligations are even more restrictive. A mediator cannot be compelled to testify about what happened during a mediation session, even in circumstances where the privilege would not otherwise prevent disclosure.<sup>27</sup> The mediator is also prohibited from reporting to any court or agency about the substance of the mediation—including opinions about who was at fault, whether an offer was reasonable, or who acted in good faith.<sup>28</sup> The only information a mediator may share with a court is whether the mediation took place, whether it ended, whether the parties settled, and who attended.

A second layer of protection comes from Hawai'i Rules of Evidence Rule 408, which independently bars evidence of mediation proceedings and statements made during mediation from admission at trial to prove liability.<sup>29</sup> This evidentiary exclusion operates alongside the UMA privilege, providing a backup protection even in the unlikely event a party fails to invoke the statutory privilege.

The mediation centers also require both parties to sign a confidentiality agreement before the session begins.<sup>30</sup> The content and terms of this agreement may change over time. Because a confidentiality agreement could potentially waive or modify rights that the parties would otherwise hold under the UMA,<sup>31</sup>

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<sup>27</sup> HRS § 658H-6(c) (Supp. 2024).

<sup>28</sup> HRS § 658H-7(a)–(b) (Supp. 2024). The mediator is prohibited from making any report, assessment, evaluation, recommendation, finding, or other communication regarding the mediation to a court, administrative agency, or other authority that may make a ruling on the dispute. Permitted disclosures are limited to whether the mediation occurred, whether it terminated, whether a settlement was reached, and whether the parties attended. HRS § 658H-7(b)(1).

<sup>29</sup> HRS § 626-1, Rule 408 (1993 & Supp. 2024) (“Evidence of . . . mediation or attempts to mediate a claim which was disputed . . . is not admissible to prove liability for or invalidity of the claim or its amount. Evidence of conduct or statements made in . . . mediation proceedings is likewise not admissible.”). Hawai'i's Rule 408 was amended in 1989 to add this mediation-specific language, which has no counterpart in the federal rule. L 1989, c 119, § 1.

<sup>30</sup> Mediation Ctr. of the Pac., Act 278 Prefiling Eviction Mediation Program Webinar (Feb. 2026) (slide 10).

<sup>31</sup> See HRS § 658H-5(a) (Supp. 2024) (privilege may be waived in a record or orally during a proceeding if expressly waived by all parties who hold it and, in the case of the mediator's privilege, by the mediator). A confidentiality agreement could potentially include terms broader or narrower than the statutory privilege.

property managers and landlords should have the agreement reviewed by counsel before signing.

#### ***D. Cost Allocation and Fee Shifting***

There is no cost to either party to participate in a PEMP mediation session; the program is funded by a legislative appropriation of \$1.25 million per fiscal year. Each party bears its own costs for any attorney it chooses to retain.<sup>32</sup>

If the tenant defaults on a mediated agreement or fails to attend a scheduled mediation, the landlord may seek reimbursement of all prelitigation mediation costs, including reasonable attorney's fees. If a tenant defaults, the subsequent summary possession complaint should explicitly request these prelitigation costs and cite 2025 Haw. Sess. Laws Act 278, § 2 (to be codified at HRS § 521-68(h)) as the statutory authority for the fee-shifting request.

### **V. Summary Possession Litigation**

#### ***A. The Temporary Complaint Form***

The Hawai'i Supreme Court has adopted a temporary complaint form specifically for nonpayment summary possession actions during the pilot period.<sup>33</sup> This form must be used for all such filings between February 5, 2026, and February 4, 2028. It contains new fields requiring the landlord to confirm compliance with Act 278, including that the ten-day notice was properly given, that the notice was provided to the mediation center, and the current status of mediation efforts.<sup>34</sup>

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<sup>32</sup> Act 278, § 2 at 883–84 (to be codified at HRS § 521-68(h)). Each party bears its own costs, including attorney's fees, for the mediation. But if the tenant defaults on a mediated agreement or fails to attend a scheduled mediation, the landlord may seek reimbursement of "all costs, including reasonable attorneys' fees, incurred during the pre-litigation mediation process."

<sup>33</sup> *In re District Court Rules of Civil Procedure*, No. SCR-11-580 (Haw. Jan. 20, 2026) (adopting Complaint – Residential Summary Possession (Non-Payment of Rent Only)).

<sup>34</sup> Act 278, § 2 at 883 (to be codified at HRS § 521-68(d)(1)–(2)).

### ***B. Breach of a Mediated Agreement***

If a tenant breaches a mediated agreement, the landlord need not issue a new ten-day notice and may file for summary possession immediately. The court “shall not require any further mediation before trial.”<sup>35</sup> This fast track makes a signed mediation agreement—even one that the landlord suspects the tenant may breach—strategically valuable. An impasse returns the parties to the uncertainties of trial; a breached agreement provides a streamlined path to a writ of possession.

### ***C. When mediation Failed or Was Not Requested***

If mediation does not produce an agreement, the landlord may file for summary possession without attempting further mediation—provided that at least 20 calendar days have elapsed since the tenant received the notice,<sup>36</sup> but the court retains general authority under District Court Rule 12.2 to refer cases to alternative dispute resolution after a complaint is filed.<sup>37</sup>

## **VI. Scope and Practical Considerations**

Act 278 applies only to residential tenancies and only when the basis for eviction is nonpayment of rent. It does not apply to commercial leases, and it does not require mediation when the landlord seeks to evict on grounds unrelated to nonpayment—such as illegal activity or lease violations. If a landlord has an independent, nonpayment basis for eviction, the landlord may pursue summary possession without mediating and may recover unpaid rent in the same action.

Property managers should also prepare for tenants to raise defenses in mediation that go beyond the rent dispute. Hawai'i case law permits tenants to assert breach of the implied warranty of habitability as an affirmative defense to a nonpayment action. Retaliation claims are another common countermeasure. Managers should maintain thorough records of repair requests, document the condition of units—

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<sup>35</sup> Act 278, § 2 at 880 (to be codified at HRS § 521-68(a)) (“In any action based on the breach of a mediated agreement, the court shall not require any further mediation before trial.”)

<sup>36</sup> Act 278, § 2 at 883 (to be codified at HRS § 521-68(i)).

<sup>37</sup> See Rules of the District Courts of the State of Hawai'i, Rule 12.2 (authorizing district courts to refer cases to alternative dispute resolution). Nothing in Act 278 divests the court of this general authority after a complaint is filed.

especially at or around the time the notice is served—and ensure that any rent increases are timed so as not to invite a claim of retaliatory eviction (e.g., a rent increase imposed shortly after a tenant requests repairs may be viewed as retaliatory).

Finally, landlords who wish to recover rent without evicting the tenant remain free to do so outside the mediation framework entirely.<sup>38</sup> A standalone action for unpaid rent does not require the ten-calendar-day notice with its eight mandatory content items or the mediation center submission. The landlord need only demand payment of past due rent and notify the tenant of the landlord's intention to bring an action.<sup>39</sup> In short, if a landlord is willing to allow the tenant to remain in the unit and seeks only to recover unpaid rent, the mediation framework does not apply.

## VII. Conclusion

Act 278 represents a considered effort to reduce eviction filings by channeling nonpayment disputes into mediation before they reach the courts. The legislature has appropriated \$1.25 million per fiscal year for the pilot period, and the judiciary must report its findings within 90 days of the program's termination.<sup>40</sup> Whether the framework becomes permanent depends on the program's measurable outcomes—settlement rates, filing reductions, and tenant-retention data.

For landlords, compliance is not optional. Every nonpayment eviction during the pilot period demands a properly drafted ten-day notice, portal submission of the notice and intake form to the mediation center, good-faith participation in mediation if scheduled, and use of the judiciary's temporary complaint form. Managers who build these steps into their standard operating procedures will be

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<sup>38</sup> Act 278, § 2 at 884 (to be codified at HRS § 521-68(j)).

<sup>39</sup> *Id.* (“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.”). The ten-calendar-day notice with the eight mandatory content items is required only for termination and summary possession, not for a standalone action for unpaid rent.

<sup>40</sup> Act 278, § 3 at 883.

positioned to navigate the pilot period efficiently—and to adapt if the legislature makes the framework permanent.

## **EXHIBIT A**

**TEN CALENDAR DAY NOTICE OF TERMINATION  
FOR FAILURE TO PAY RENT, HRS § 521-68(a)-(b) (eff. Feb. 5, 2026)**

*[This form notice may be used by landlords and landlords' agents from Feb. 5, 2026 through Feb. 4, 2028.  
See 2025 Haw. Sess. Laws Act 278 § 2 at 880-884.]*

Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

To Tenant(s): \_\_\_\_\_  
\_\_\_\_\_

**NOTICE IS PROVIDED THAT YOU, THE TENANT(S), ARE IN DEFAULT UNDER THE RENTAL AGREEMENT FOR NON-PAYMENT OF RENT.** The amount of the default is set forth below. You must cure the default within 10 calendar days after you receive this notice. If you fail to cure the default, the rental agreement will be terminated, and the landlord may file an action for summary possession (eviction) as soon as 10 calendar days after receipt of this notice.

**YOU MAY PARTICIPATE IN MEDIATION.** Participation in mediation can provide you, as tenant(s), with more time to work out a resolution with your landlord. There is no cost for you to participate in mediation; however, if you default on a mediated agreement or fail to attend a scheduled mediation, the landlord may request payment of all costs, including attorneys' fees, incurred during the pre-litigation mediation process.

*What is Mediation?* Mediation is a process in which a neutral mediator assists parties in trying to reach a voluntary agreement to resolve their dispute.

If you schedule mediation within 10 calendar days of receipt of this notice, your landlord will be required to wait an additional 10 calendar days before filing a summary possession (eviction) lawsuit (for a total of 20 calendar days after receipt of this notice).

If you would like to participate in mediation and receive an additional 10 calendar days to try and resolve this matter, please contact the following state-funded mediation center (or promptly respond when they contact you):

THE MEDIATION CENTER OF THE PACIFIC  
Phone: 808-521-6767      E-Mail: [mcp@mediatehawaii.org](mailto:mcp@mediatehawaii.org)  
Website: <https://mediatehawaii.org/contact/>

**IMPORTANT WARNING: If mediation is not scheduled within 10 calendar days after receipt of this notice, the landlord or landlord's agent may file an action for summary possession after the expiration of the 10-calendar-day period. If mediation is scheduled before the expiration of the 10-calendar-day period, regardless of whether the scheduled mediation session occurs within the 10-calendar-days, the landlord or landlord's agent shall only file an action for summary possession after the expiration of 20 calendar days following the tenant's receipt of the ten-calendar-day notice unless you (tenant) fail to attend or cancel mediation. If the ten-calendar-day notice was posted on the premises, receipt of notice shall be deemed to be the date of posting. If the ten-calendar-day notice was mailed, receipt of notice shall be deemed to be 2 business days after the date of the postmark. If filing an action for summary possession, the landlord or landlord's agent shall be required to note, in the summary possession complaint, the status of the mediation or settlement effort and proof of posting or sending the ten-calendar-day notice to the mediation center.**

**LANDLORD.** The name and contact information for your landlord (or your landlord's agent) follows.

Landlord (or Landlord's Agent):

Name: \_\_\_\_\_.

Contact Information (Phone Number, Electronic Mail Address and/or Mailing Address):

\_\_\_\_\_.

**ADDRESS OF THE DWELLING UNIT SUBJECT TO THE RENTAL AGREEMENT**

[Include unit number, if any, and city/zip code]: \_\_\_\_\_

\_\_\_\_\_.

**NAME & CONTACT INFORMATION OF ALL TENANTS LISTED ON THE RENTAL AGREEMENT**

[Phone Number, Electronic Mail Address and/or Mailing Address]:

Tenant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ . Email: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ . Email: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ . Email: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ . Email: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ . Email: \_\_\_\_\_

Mailing address: \_\_\_\_\_

*Additional tenants may be identified by attaching another page.*

**RENTAL RATE OF THE DWELLING UNIT:** \_\_\_\_\_.

**CURRENT AMOUNT OF THE RENT DUE AS OF THE DATE OF THIS NOTICE AFTER APPLYING ALL RENT PAID FROM ALL SOURCES:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

**A COPY OF THIS NOTICE SHALL BE PROVIDED BY THE LANDLORD OR LANDLORD’S AGENT TO THE MEDIATION CENTER OF THE PACIFIC. THE LANDLORD OR LANDLORD’S AGENT SHALL ENGAGE IN MEDIATION IF MEDIATION IS SCHEDULED.** Notice is provided that a copy of this ten-calendar-day notice being provided to the tenant is also being provided to THE MEDIATION CENTER OF THE PACIFIC, for the mediation center to contact the landlord, or landlord’s agent, and tenant(s) to schedule a mediation regarding the nonpayment of rent in accordance with HRS § 521-68(c) (eff. Feb. 5, 2026), which provides:

(c) A landlord or the landlord’s agent shall provide the ten-calendar day notice to a state-funded mediation center that offers free mediation for residential landlord-tenant matters. All state-funded mediation centers shall offer mediation services to landlords, or landlords’ agents, and tenants through in-person and remote means, and shall allow mediation participants to utilize remote appearances, if requested. If a mediation center schedules mediation within the ten-calendar-day period and the tenant participates in the mediation, regardless of whether the scheduled mediation session occurs within the ten-calendar-day period, the landlord or landlord’s agent shall only file a summary possession proceeding after the expiration of twenty calendar days from the date of the tenant’s receipt of the ten-calendar-day notice, unless the tenant fails to appear at mediation or cancels the mediation. If the tenant schedules mediation, the landlord or landlord’s agent shall participate. Mediation shall take place within thirty days from the date that the mediation center makes contact with both the landlord, or the landlord’s agent, and tenant. Upon request by the landlord or landlord’s agent, the mediation center shall provide copies of a document or documents verifying that the landlord or landlord’s agent provided a copy of the required ten-calendar-day notice to the mediation center.

For your information, HRS § 521-68(f)-(i) (eff. Feb. 5, 2026), provides:

(f) Nothing in this section shall impact a landlord’s or tenant’s other rights and responsibilities under this chapter.

(g) The mediation may take place using remote communication, in person, or both.

(h) Each landlord and tenant shall be responsible for bearing the party’s own costs, including attorneys’ fees, relating to the mediation; provided that if the tenant defaults on a mediated agreement or fails to attend a scheduled mediation, the landlord or landlord’s agent may request payment of all costs, including reasonable attorneys’ fees, incurred during the pre-litigation mediation process.

(i) If the mediation does not result in an agreement, the landlord or the landlord’s agent may file an action for summary possession without participating in an additional mediation; provided that:

(1) The landlord or landlord’s agent shall only file a summary possession proceeding after the expiration of twenty calendar days from the date of the tenant’s receipt of the ten-calendar-day notice; and

(2) After the filing of the action for summary possession, the court, in its discretion and based on a finding of good cause, may order an additional mediation.

## **EXHIBIT B**

**COMPLAINT - RESIDENTIAL SUMMARY POSSESSION (NON-PAYMENT OF RENT ONLY)**

**Temporary use form Act 278, SLH 2025**

**(Use only between February 5, 2026 through February 4, 2028)**

<b>IN THE DISTRICT COURT OF THE FIRST CIRCUIT</b> _____ <b>DIVISION</b> <b>STATE OF HAWAI'I</b>	
Plaintiff	
	Civil No.
Defendant	Filing Party/Attorney Name, Attorney Number, Firm Name (if applicable), Address, and Telephone Number
Premises Address:	

**COMPLAINT – NON-PAYMENT OF RENT ONLY**

1. This Court has jurisdiction over this matter and venue is proper.
2. Plaintiff is the landlord or the agent for the landlord of the premises.
3. The premises is located in this division of this Court.
4. Defendant has not paid rent (attach separate sheet with any additional claims) and is in possession of the premises.
5. Check all that apply:
  - There is a written rental agreement for the premises. (Attach a copy of the written rental agreement)
  - There is no written rental agreement for the premises, only an oral agreement.
  - There was a written rental agreement which expired on (date) \_\_\_\_\_. (**Attach a copy of the expired rental agreement**)
  - Defendant is a month-to-month tenant.
6. Base monthly rent is \$ \_\_\_\_\_. As of (date) \_\_\_\_\_, Defendant owes \$ \_\_\_\_\_ in unpaid base monthly rent. Plus \$ \_\_\_\_\_ in additional charges for (check all that apply):  Parking  Late Fees  Utilities  Other \_\_\_\_\_
7. Check one:
  - A written **10** day notice providing all the information required by Hawaii Revised Statutes (HRS) 521-68(b) was given to Defendant on (date): \_\_\_\_\_ (**Attach a copy of the written notice**) Notice was provided by  posting the notice in a conspicuous place on the dwelling or  mailing the notice.
  - Notice is not required as Defendant breached the mediation agreement or settlement agreement. (**Attach a copy of the mediation agreement or settlement agreement**)
8. Despite the notice, Defendant has failed to correct this situation and is still in possession of the premises.

**SEE PAGE 2**

**COMPLAINT (continued)**

9. Documentation from the \_\_\_\_\_ verifying its receipt of the 10 day notice provided by the plaintiff to the defendant is attached.
10. Check one:
- The parties participated in mediation on (date) \_\_\_\_\_.
  - Mediation is scheduled for (date) \_\_\_\_\_.
  - As of (date) \_\_\_\_\_, mediation has not been scheduled.
11. The Servicemembers Civil Relief Act, 50 U.S.C. App. §501 may apply to a Defendant who is classified active duty by the Act. Please check all that apply.
- To the best of my knowledge, Defendant is not an active duty member of the Military.
  - Defendant is an active duty member of the Military. If there are more than one Defendant, please provide the name of the Defendant who is an active duty member of the Military: \_\_\_\_\_.
  - I am unable to determine whether the Defendant is an active duty member of the Military. Please attach separate sheet indicating what attempt was made to determine Defendant's military status.

**Plaintiff is asking the Court for the following:**

- A. A Judgment giving Plaintiff possession of the premises.
- B. A Writ of Possession directing the Sheriff or Police Officer to:
  - 1. Remove Defendant from the premises and all persons possessing the premises through Defendant;
  - 2. Remove from the premises all personal belongings of Defendant and of any other person; and
  - 3. Place Plaintiff in possession of the premises.
- C. Judgment against Defendant for \$ \_\_\_\_\_.

In addition, Plaintiff requests that the Court award additional rent and other charges owed under the rental agreement, damages, court costs, interest and reasonable attorney's fees to the extent permitted by law.

Date:	Signature of Plaintiff/Attorney:  Print/Type Name:
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**DECLARATION**

**I DECLARE UNDER PENALTY OF PERJURY THAT WHAT IS STATED IN THE COMPLAINT IS TRUE AND CORRECT.**

Date:	Signature of Declarant:  Print/Type Name:
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**Americans with Disabilities Act Notice**

 If you need an accommodation for a disability when participating in a court program, service or activity, please contact the ADA Coordinator as soon as possible to allow the court time to provide an accommodation:

- Call (808) \_\_\_-\_\_\_; or
- Send an email to [adarequest@courts.hawaii.gov](mailto:adarequest@courts.hawaii.gov)

The court will try to provide, but cannot guarantee, your requested auxiliary aid, service or accommodation.