

Hawai'i REALTORS® Legal Kokua Presents

# Eviction Moratorium Webinar



**HAWAI'I  
REALTORS®**

# Panelists

- **Chief Judge Joseph Cardoza (ret.)** – Judge Joseph Cardoza was appointed to the Circuit Court of the Second Judicial Circuit on June 24, 1999. Prior to his appointment to the Circuit Court, he was a senior partner in the law firm of Cardoza and Fukuoka. He served previously as Maui County's Prosecuting Attorney from 1983 to 1991, Deputy Prosecuting Attorney from 1977 to 1983, and Deputy County Attorney from 1975 to 1976.

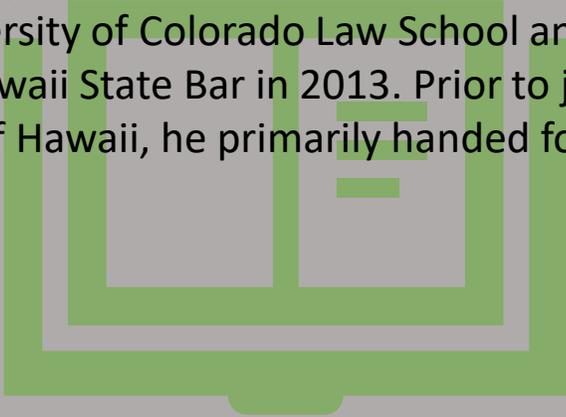
Judge Cardoza received his law degree from the University of Puget Sound School of Law, now known as the Seattle University School of Law. He has been licensed to practice law in Hawai'i since 1975.

- **David W.H. Chee, Esq.** – David W.H. Chee received his law degree from the University of Hawaii, William S. Richardson School of Law and was admitted to the Hawaii State Bar in 1992. He practices in the field of landlord-tenant law, including residential matters.



# Panelists

- **Dan O'Meara, Esq.** – Dan O'Meara is Honolulu Consumer & Housing Managing Attorney for the Legal Aid Society of Hawaii. He received his law degree from the University of Colorado Law School and was admitted to the Hawaii State Bar in 2013. Prior to joining Legal Aid Society of Hawaii, he primarily handled foreclosure defense.



- **Tracey S. Wiltgen, Esq.** – Tracey S. Wiltgen, Esq., is the Executive Director of the Mediation Center of the Pacific, a non-profit corporation that assists over 7,000 people annually with the prevention and resolution of conflict. Tracey designs and develops dispute resolution programs that meet the needs of the community, and conducts training on mediation, facilitation and conflict resolution throughout Hawaii, the Continental U.S. and the Asia-Pacific region. Tracey is a Visiting Associate Faculty Specialist at the William S. Richardson School of Law where she teaches mediation and is part of the Conflict Management Institute. She holds a JD from the William S. Richardson School of Law, an MS from the University of Hawaii, and a BS from Gonzaga University.



# Disclaimer

- The views of the panelists are their own and do not reflect the views of Hawai'i REALTORS®. Nothing said during this webinar should be taken as legal advice and there is no creation of an attorney-client relationship between yourself and any of the panelists. Viewers should contact their own attorneys to obtain advice with respect to their own particular legal matter. Questions asked to the panelists may be modified to protect anonymity. The content in this webinar is provided "as is;" no representations are made that the content is error-free.



# What's the law?

- HRS 127A-30(2)
  - No landlord shall terminate any tenancy for a residential dwelling unit in the area that is the subject of the proclamation or the severe weather warning, except for a breach of a material term of a rental agreement or lease, or if the unit is unfit for occupancy as defined in this chapter; provided that:
    - (A) Nothing in this chapter shall be construed to extend a fixed-term lease beyond its termination date, except that a periodic tenancy for a residential dwelling unit may be terminated by the landlord upon forty-five days' written notice:
      - (i) When the residential dwelling unit is sold to a bona fide purchaser for value; or
      - (ii) When the landlord or an immediate family member of the landlord will occupy the residential dwelling unit;



# What's the law?

- Governor Ige's Fifth Supplementary Proclamation
- Pursuant to section 127A-13(a)(3), HRS, in order for county and state agencies to engage in emergency management functions as defined in section 127A-2, HRS, and to forestall any eviction from a residential dwelling for failure to pay rent or lease or other related charge, the following shall be suspended, as allowed by federal law:
  - A. Chapter 127A-30(a)(2), HRS, rental or sale of essential commodities during a state of emergency; prohibition against price increases, to the extent that it permits the termination of any tenancy for a residential dwelling unit in the area that is the subject of the proclamation for a breach of a material term of a rental agreement or lease resulting from a failure to pay all or any portion of the rent or lease, maintenance fees, utility charges, taxes or other fees required by the rental agreement or lease.
  - B. Section 521-68, HRS, landlord's remedies for failure by tenant to pay rent.
  - C. 521-71, HRS, termination of tenancy; landlord's remedies for holdover tenants.
  - D. Chapter 666, landlord and tenant, to the extent necessary to prohibit the commencement, continuation, or prosecution of an action, to terminate any tenancy for a residential dwelling unit, for failure to pay all or any portion of the rent, maintenance fees, utility charges, taxes or other fees required for the residential dwelling unit.



# Summary

- Moratorium prevents evictions for non-payment of rent. If a Tenant breaches other terms of the lease, then the Tenant could be evicted.
- Emergency Proclamation prohibits termination of month-to-month tenancies – does not change a fixed-term lease ending date



- Two exceptions to this:

- (1) Sale of the property – when the property is actually sold, not when you put it on the market or get an offer
- (2) If the Landlord or immediate family member is moving into the property
- Both exceptions require a 45-day notice

# Current Restrictions Placed on Landlords

(current as of 8/19/20)

## Hawaii Revised Statutes 127A-30(2)

- Applies when any emergency proclamation is in effect.
- Landlords cannot terminate a periodic tenancy (month-to-month) during an emergency.
- Does not change fixed-term leases (such as a one-year lease).
- Only exception is that a 45-day notice may be given when the property is **sold** or the Landlord or immediate family member of the Landlord is moving in.
- Also prevents raising or modifying of month-to-month leases.

## Governor Ige's Fifth Supplementary Proclamation

- Prohibits evictions for failure to pay rent, maintenance fees, utility charges, taxes or other fees required by the rental agreement or lease.
- Does not prohibit evictions for other breaches of the lease, such as damaging the property or causing harm to others.
- Suspends certain provisions of the Landlord-Tenant Code (Hawaii Revised Statutes 521) so that evictions for non-payment of rent cannot take place.
- Applies to any residential lease, month-to-month or fixed-term leases.



This chart is for informational purposes only and does not constitute legal advice. The information on this chart shall not be construed as an offer to represent you, nor is it intended to create, nor shall the receipt of such information constitute, an attorney-client relationship. Readers should not act upon the information on this chart, or decide not to act based upon the information on this chart, without first seeking appropriate professional counsel from an attorney licensed in the state of Hawaii.

# Federal Eviction Protections

- While the Federal Eviction Moratorium has ended, under the CARES Act, if a Landlord has a federally backed mortgage or the Tenant has Section 8 rental assistance then the Landlord must give a 30-day notice before evicting. This is not relevant until the state Eviction Moratorium ends.



- Additionally, if the Landlord is in forbearance on a federally backed loan, then the Tenant cannot be evicted.

# Rental Assistance Programs:

Oahu: <http://www.honolulu.gov/cms-dcs-menu/site-dcs-sitearticles/38479-household-hardship-relief-fund-program.html>

<https://www.catholiccharitieshawaii.org/coronavirus/rental-assistance/>

Maui: <http://flcmaui.org/flc-emergency-rental-assistance/>

<https://www.catholiccharitieshawaii.org/coronavirus/rental-assistance/>

Kauai: <https://kauaiforward.com/residents/>

<https://www.catholiccharitieshawaii.org/coronavirus/rental-assistance/>

Hawaii Island: <http://hopeserviceshawaii.org/RMAP/>





# City and County of Honolulu COVID-19 Household Hardship Relief Fund (HHRF) Program

**Welina mai kākou!** The COVID-19 public health emergency has presented many challenges for O‘ahu’s residents. The City Administration in cooperation with the Honolulu City Council established the **COVID-19 Hardship Relief Program** with \$25 Million in CARES Act funds to offer quick financial relief to O‘ahu households impacted by the pandemic. The program is now open and all O‘ahu residents may apply through either one of our partners:

**Aloha United Way:** 2-1-1 or (808) 275-2000  
[www.auw.org](http://www.auw.org)

**Council for Native Hawaiian Advancement:** (808) 596-8155  
[www.hawaiiancouncil.org](http://www.hawaiiancouncil.org)

<b>Start Date:</b>	May 18, 2020
<b>Criteria:</b>	Applicants must demonstrate economic hardship due to COVID-19 or related business closures Applicants should have no more than \$15,000 in liquid assets and income should be 100% AMI or below Applicants should be prepared to provide copies of tax returns, bank statements, and pay stubs
<b>Maximum per Household:</b>	Up to \$2,000 per month Up to \$500 additional per month for childcare services Payments will be made directly to the vendor
<b>Eligible Expenses:</b>	Eligible payments may include rent, mortgage, certain utilities, childcare providers recognized by Department of Human Services, and other emergency expenses

For additional information on this economic support for households program, supported by CARES Act funds, call the providers listed above or visit: [www.honolulu.gov/dcs](http://www.honolulu.gov/dcs) or [www.oneoahu.org](http://www.oneoahu.org).

## GUIDELINES AND DOCUMENTATION REQUIRED FOR THE APPLICATION

### GENERAL INFORMATION

- Name of applicant
- Last four-digits of Social Security Number
- Date of Birth
- Valid ID Number
- Physical Address
- Mailing Address
- Home Phone Number
- Mobile Phone Number
- E-mail Address
- Household members and relationship

### REQUIRED DOCUMENTS

- All 2019 W-2's
- Two most recent bank statements
- Two most recent Leave and Earning Statements/Paystubs
- Unemployment Insurance (UI) Certification/Verification Letter
- Mortgage Holders: Copy of current mortgage statement (Applicant's name must be listed on mortgage statement)
- Renters: Copy of current lease agreement (Applicant's name must be listed on lease agreement); other documents may be accepted if unavailable
- Childcare Expense: Copy of invoice (Must be childcare provider)
- Electric/Gas Bill Payee: Copy of bill (Utility bill needs to be in applicant's name)

### **INCOME LIMITS PER HOUSEHOLD SIZE (100% AMI)**

Family Size	1	2	3	4	5
Annual Income	\$84,400	\$96,400	\$108,500	\$120,500	\$130,200

Family Size	6	7	8	9	10
Annual Income	\$139,800	\$149,500	\$161,500	\$173,500	\$185,500

### **FREQUENTLY ASKED QUESTIONS (FAQs)**

**Q: For how many months can a household receive aid?**

**A:** A household may reapply each month that the financial hardship continues for a maximum of six months. Each application, the household must demonstrate economic hardship.

**Q: Does childcare under city hardship relief program include tuition at preschool?**

**A:** Expenses to preschools recognized as childcare providers by the Department of Human Services are eligible for payment under the program.

**Q: What if the applicant has a new childcare expense due to COVID-19 that they didn't have before, but their income didn't change?**

**A:** The new expense may be covered by the program so long as the applicant can demonstrate financial hardship due to COVID, has an invoice, and the facility is a childcare provider recognized by the Department of Human Services.

**Q: Can mortgage payments be made through the program?**

**A:** Mortgage payments may be covered under the program up to \$2,000 per household per month. Payment is made directly to vendor.

**Q: What is the list of household expenses that are covered?**

**A:** Mortgage payments, rent payments, utilities bills (electric and/or gas).

**Q: Can municipal utilities be paid under the CARES Act guidance?**

**A:** Electric and/or gas bills are covered by the program. Sewer and water are not covered currently.

**Q: How will I receive the funds?**

**A:** Payments will be made directly to the vendor.

**Q: Is there an Area Median Income (AMI) requirement?**

**A:** Yes, eligibility limits have been set at 100% AMI and below as of the time of application. A table with income limits per household size can be found in the program guidelines.

**Q: Can we apply online?**

**A:** Most providers have an online portal to allow for ease of application. Please contact the providers directly at the information below.

**Q: How much funding is available?**

**A:** \$25 Million is being initially made available. If need and funding allow, additional funds may be added.

**To apply or for more information, please contact or visit:**

- [Aloha United Way](#) (2-1-1 or 808-275-2000)
- [Council for Native Hawaiian Advancement](#) (808-596-8155)
- [www.honolulu.gov/dcs](http://www.honolulu.gov/dcs) or [www.oneoahu.org](http://www.oneoahu.org)

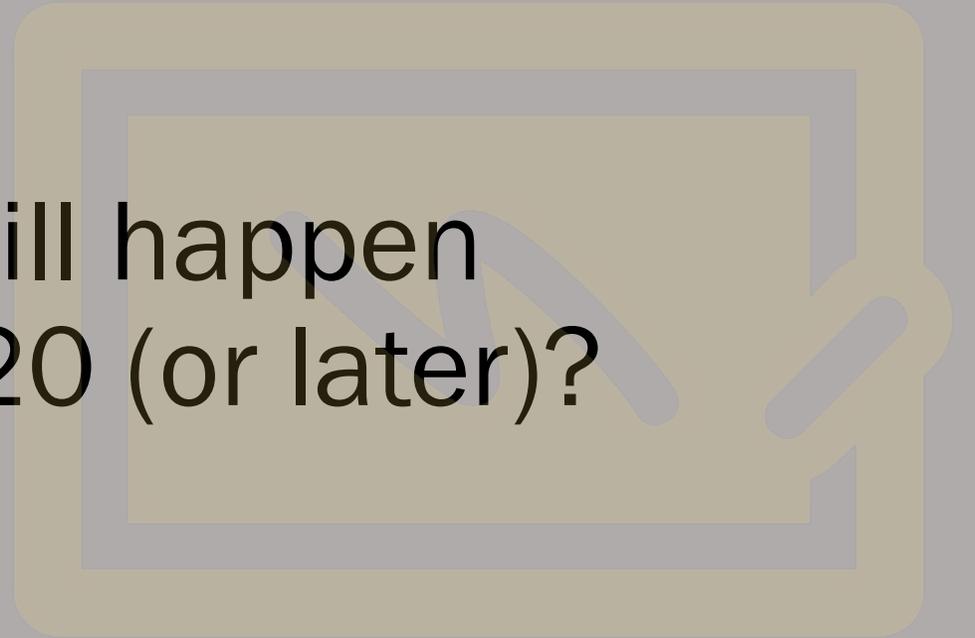


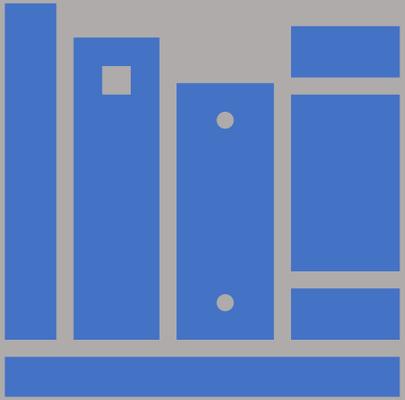
What's happening with evictions now?





What do you think will happen  
after August 31, 2020 (or later)?





# Questions?

---

PBs and BICs can contact the Legal Kokua Line for legal information at (808)733-7060