
Eviction Moratorium Q&A

Rental Assistance Programs

1. Where can I find more information on the rental assistance programs?
 - Webinars for rental assistance programs hosted by Honolulu Board of REALTORS® are [available here](#). Presentations include:
 - O'ahu: City & County of Honolulu Household Hardship Relief Fund (HHRF).
 - Statewide: Rental Relief and Housing Assistance Program (RRHAP). Please note that this program is still being set up and has not started accepting applications. It is expected to launch sometime during the week of August 24.

Additional rental assistance program links can be found here:

- O'ahu: [HHRF](#), [COVID-19 Rent & Utilities Assistance Program \(CRUA\)](#), [Ho'ala Assistance Program](#)
 - Maui: [Family Life Center COVID-19 Emergency Rental Assistance Application](#) and [CRUA](#)
 - Kaua'i: [Catholic Charities Hawai'i Community Assistance Program & CRUA](#) and [Financial Resources listed on Kaua'i Forward](#)
 - Hawai'i Island: [Rent & Mortgage Assistance Fund](#)
 - Statewide: [Department of Hawaiian Home Lands Rent Assistance Program for Hawaiian Families During COVID-19](#)
2. What to do if Tenant refuses to apply for aid?
 - a. A Landlord can set up a mediation session to have a neutral third-party help with the conversation. However, the Tenant is not under any requirement to apply for the aid.
 3. Does the Tenant need to repay the assistance given?
 - a. No, the rental assistance programs are not loans, they are funds provided by the government to help keep people in their homes.
 4. Will the rental assistance help with back rent?
 - a. It depends, each program has some different criteria, you should reach out and see what is available.

Eviction Moratorium ([Governor Ige's Fifth Supplementary Proclamation](#))

1. If a Tenant causes other issues, such as not reporting damage, can that be a breach of the rental agreement that would warrant eviction?
 - a. It may be, depending on what exactly has happened. It would also depend on what the lease states. The Hawai'i REALTORS® Rental Agreement does require the Tenant to notify the Landlord of defects and damage.
2. What can a Landlord do if they obtained a writ of possession prior to the moratorium? Can it be enforced during the moratorium?
 - a. You should contact the Sheriff's Office to see how it is being handled and check with the court where you obtained the writ of possession.
3. How is a fixed-term lease holdover tenant being handled?

- a. This would be grounds for a summary possession case, but you should check with the court in your jurisdiction to see when those cases will be handled.
4. Can we give a 5-day notice to vacate?
 - a. No, you may only evict a Tenant through the court process, and evictions are not currently allowed for non-payment of rent.
5. What are other ways a Tenant can breach the rental agreement/lease that would provide grounds for an eviction?
 - a. Examples of breaches would be damage to the property, harm to others, using the property in ways not allowed under the lease.

Emergency Proclamation ([Hawai'i Revised Statutes 127A-30](#))

1. Can you clarify HRS 127A-30? Can rents really not be raised by landlords? Even if the lease is with a new tenant? Or, what if the property has never been rented out before?
 - a. ***From David W.H. Chee, Attorney at Law – (808) 539-1150 dchee@dcheelaw.com:***
HRS Section 127A-30 becomes effective when (1) the Governor or mayor declares a state of emergency; or (2) any portion of the State is the subject of a severe weather warning.

HRS 127A-30(a)(1) says that when the Governor or Mayor declares a state of emergency, “(t)here shall be prohibited any increase in the selling price of any commodity...” Section (f) defines “Commodity” as:

“Commodity” means any good or service necessary for the health, safety, and welfare of the people of Hawaii; provided that this term shall include, but not be limited to: materials; merchandise; supplies; equipment; resources; and other articles of commerce that shall include food; water; ice; chemicals; petroleum products; construction materials; or residential dwellings.

My interpretation of these laws is that if you increase the price of residential dwellings during the emergency then you may be in violation of the law. So, if you increase the rental price (in the case of a residential rental), or the sales price (in the case of the sale of a residential dwelling), during an emergency that affects the area of the dwelling then you may be in violation of the law. Violation may subject you to both criminal and civil penalties.

My understanding is that the State’s Office of Consumer Protection takes a similar view of the law.

So, if you want to avoid possible entanglement with the Office of Consumer Protection, you should consider keeping your rents to the same level that they were as of the date the emergency was declared.

2. When can you give a 45-day notice to a Tenant on a month-to-month lease?

- a. You can only give a 45-day notice to the Tenant to vacate if the property has been sold and the new owner would then give the 45-day notice, or if the Landlord/immediate family member of the Landlord will be moving into the property.
3. How to get rid of Tenant that has stayed beyond the 45-day notice given after sale of the property or Landlord/immediate family member indicated he/she will be moving in?
 - a. This would be grounds for a summary possession case, but you should check with the court in your jurisdiction to see when those cases will be handled.

General Questions

1. Are there any obligations to negotiate reduced rent?
 - a. No, there are no obligations to negotiate a reduced rent, but it may be wise to work with the Tenant as much as possible as there is no guarantee that finding a new Tenant will pay off.
2. How to handle a non-renewal of fixed-term lease?
 - a. Check the lease to see what notice requirements are necessary. It is best practice to give any sort of notice of non-renewal of a fixed-term lease in writing to confirm with the Tenant that the fixed-term lease will not continue.
3. Do these restrictions apply to commercial real estate?
 - a. No, the Eviction Moratorium and Emergency Proclamation do not apply to commercial real estate, however it is also wise to communicate with the Tenant in a commercial lease and work things out as much as possible with them.
4. How would you deal with a Tenant who has vacated, but did not pay rent for months? Is there a way to collect that back rent?
 - a. You would have to sue the Tenant for that back rent under an assumpsit claim. You should contact an attorney for assistance with this.

Mediation

1. How do we contact the Mediation Center of the Pacific?
 - a. They can be found at: <https://www.mediatehawaii.org/> and their phone number is (808) 521-6767
2. What are the other mediation organizations we can contact?
 - a. The Hawaii State Judiciary has this list:
https://www.courts.state.hi.us/services/alternative_dispute/mediation/community_mediation_centers

This article is for informational purposes only and does not constitute legal advice. The information in this article 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 in this article, or decide not to act based upon the information on this article, without first seeking appropriate professional counsel from an attorney licensed in the state of Hawai'i.