



SUMMARY POSSESSION FOR NONPAYMENT OF RENT INFORMATION FOR LANDLORDS

Upon the expiration of Governor Ige's eviction moratorium, a complaint for summary possession for nonpayment of rent may not be filed unless the landlord has notified the tenant in writing that if payment is not made within **15** calendar days after receipt of the notice, the rental agreement shall be terminated.

If the tenant cannot be served with the notice, the notice may be posted in a conspicuous place on the dwelling unit.

REQUIRED NOTICE

The 15-calendar day notice must include the following:

- Name of landlord (or agent) and contact information, including phone number, email, and mailing address
- Address of the dwelling unit
- Name of each tenant and contact information, including phone number, email, and mailing address
- Monthly rental rate of the unit
- The current amount of rent due balance of the date of the notice, after applying all rent paid from all sources
- A statement whether the landlord has received rental assistance or if rental assistance has been credited to the tenant's amount due
- A statement that the copy of the notice is also being provided to Maui Mediation Services who will contact the parties to schedule a mediation
- A statement that the mediation center will provide proof to the landlord that the notice was received and provide confirmation of the scheduled date and time of mediation
- A statement that the landlord may file an action for summary possession if the rent due is not paid and if mediation is not scheduled within 15 calendar days after the tenant's receipt of the notice, regardless of whether the scheduled mediation session occurs within the 15 calendar days

- The following warning in bold typeface print:

“If mediation is not scheduled within 15 calendar days after receipt of the notice, regardless of whether the scheduled mediation session occurs within the 15-calendar day period, then the landlord may file an action for summary possession after the 15-calendar day period. If mediation is scheduled before the expiration of the 15-calendar day period, regardless of whether the scheduled mediation session occurs within the 15-calendar day period, then the landlord shall only file an action for summary possession after the expiration of 30 calendar days following the tenant’s receipt of the 15-calendar day notice. If the 15-calendar day notice was mailed, receipt of the notice shall be deemed to be two days after the date of the postmark. If the 15-calendar day notice was posted on the premises, receipt of the notice shall be deemed to be the date of posting. If an agreement is reached before the filing of an action for summary possession, whether through mediation or otherwise, then the landlord shall not bring an action for summary possession against the tenant, except as provided in any agreement that may have been reached. The landlord shall be required to note the status of the mediation or settlement effort and proof of sending or posting the 15-calendar day notice to the mediation center in the action for summary possession.”

- A statement that the eviction may be subject to additional requirements and protections under state or federal law and that the tenant is encouraged to seek the tenant’s own legal advice regarding their rights and responsibilities
- That the landlord or landlord’s agent shall engage in mediation if mediation is scheduled

REQUIRED MEDIATION

Landlords must provide the 15-calendar day notice to Maui Mediation Services, which will contact the landlord and tenant to schedule mediation.

If the tenant schedules mediation within the 15-calendar day period, the landlord shall only file a summary possession complaint after the expiration of 30 calendar days from the date of the receipt of the notice.

The mediation does not have to occur within the 15-calendar day period, as long as it is scheduled within the 15-calendar day period. If the tenant fails to schedule mediation within the 15-calendar day period, the landlord may proceed with filing an action for summary possession at the expiration of the 15-calendar day period.

The landlord must participate in mediation if the tenant schedules mediation.

If mediation has not occurred as of, or been scheduled for a future date after, the return hearing date on the summary possession complaint, for good cause the court may order a separate mediation.

THE SUMMARY POSSESSION COMPLAINT

The summary possession complaint must contain the following:

- A document or documents from Maui Mediation Services verifying that the landlord provided a copy of the required 15-calendar day notice to Maui Mediation Services.
- A statement as to whether the landlord and tenant have participated in or will participate in any scheduled mediation.
- If mediation is pending, the date on which mediation is scheduled.

The court has forms for use in these cases available at the Hoapili Hale Courthouse Service Center in Wailuku and also online at:

https://www.courts.state.hi.us/self-help/courts/forms/maui/district_court_forms

PRIORITY OF CASES TO BE SCHEDULED

No landlord may bring a summary proceeding for possession for a tenant's failure to pay rent except as follows beginning the day after the expiration of the moratorium:

Days 1-30 (August 7 – September 5, 2021) - the rent due shall be 4 months or greater

Days 31-91 (September 6 – November 5, 2021) - the rent due shall be 3 months or greater

Days 92-152 (November 6 – January 5, 2021) - the rent due shall be 2 months or greater

Days 153-365 (January 6 – August 6, 2022) - the rent due shall be 1 month or greater

Complaints filed outside of the specified time periods will be dismissed without prejudice, and the filing fee shall be waived upon re-filing of the same complaint at the appropriate time.

If a case was filed for nonpayment of rent during the moratorium and was dismissed without prejudice, the same case may be re-filed and the filing fee will be waived; provided that the landlord must let the filing clerks know of the old case number.

A landlord 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 the action.