

**Electronically Filed
Supreme Court
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SCRU-11-0000580

IN THE SUPREME COURT OF THE STATE OF HAWAI'I

In the Matter of the
DISTRICT COURT RULES OF CIVIL PROCEDURE

ORDER ADOPTING TEMPORARY USE FORMS

(By: McKenna, Acting C.J., Eddins, Ginoza, and Devens, JJ., and
Intermediate Court of Appeals Chief Judge Nakasone,
assigned by reason of vacancy)

IT IS HEREBY ORDERED that the attached Complaint -
Residential Summary Possession (Non-Payment of Rent Only)
Temporary use form Act 278, SLH 2025 and Ten Calendar Day Notice
of Termination for Failure to Pay Rent, HRS § 521-68(a)-(b)
(eff. Feb. 5, 2026) are adopted effective January 26, 2026 to
February 4, 2028.

IT IS FURTHER ORDERED that the trial courts are
authorized to insert circuit and court identifiers, appearance
information, addresses, and contact information in the form and

to publish the form in print or electronic format for the respective courts and circuits.

DATED: Honolulu, Hawai‘i, January 20, 2026.

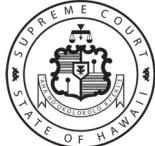
/s/ Sabrina S. McKenna

/s/ Todd W. Eddins

/s/ Lisa M. Ginoza

/s/ Vladimir P. Devens

/s/ Karen T. Nakasone



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****IN THE DISTRICT COURT OF THE FIRST CIRCUIT
DIVISION
STATE OF HAWAII**

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.

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.

| | |
|-------|----------------------------------|
| | Signature of Plaintiff/Attorney: |
| Date: | Print/Type Name: |

DECLARATION

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

| | |
|-------|-------------------------|
| | Signature of Declarant: |
| Date: | Print/Type Name: |

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

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

**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
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.