

**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.]*

KAUA'I NOTICE

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):

KAUA'I ECONOMIC OPPORTUNITY MEDIATION PROGRAM

Phone: 808-245-4077 x237

E-Mail: mediation@keoinc.org

Website: <https://keoinc.org/>

Address: 2804 Wehe Road, Līhu'e, Hawai'i 96766

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 KAUA’I ECONOMIC OPPORTUNITY MEDIATION PROGRAM. 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 KAUA’I ECONOMIC OPPORTUNITY MEDIATION PROGRAM, 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.