

15-Day Notice FAQ

Effective August 7 - Tenants

(As of July 20, 2021)

1. If I am a tenant and behind on rent what happens when the nonpayment eviction moratorium ends?

The moratorium for non-payment evictions ends August 6, 2021. Starting August 7, 2021, the landlord can provide you a 15-calendar-day notice that you can be evicted for non-payment unless all rent is paid.

2. What if my landlord gives me a 5-day notice?

New legislation was passed which temporarily changed the 5-business-day notice for non-payment of rent to a 15-Calendar-day-notice. If you receive a 5-day notice, you should contact Legal Aid or the DCCA Landlord-Tenant Hotline. The old 5-day notice will be ineffective from August 7, 2021 until August 6, 2022.

3. What does the 15-calendar-day notice mean?

When the landlord provides you the 15-calendar-day notice, you have 15-days to pay all back rent owed or your landlord can evict you. The 15-calendar-day notice must provide information about the opportunity to mediate and information about the eviction process.

The landlord must also send the same notice to the non-profit community mediation center for your island. That mediation center will attempt to contact you to schedule mediation, or you can contact the mediation center.

4. What should I do if I receive a 15-calendar-day notice?

Call the mediation center to schedule mediation, or respond to the mediation center if they contact you. If you have not already had discussions with your landlord, reach out to your landlord to discuss a resolution.

If you have not already applied for rental assistance, make sure you find out your eligibility and apply for any possible rental assistance from one of the agencies.

Application information for each of the counties can be found here:

- Oahu: www.oneoahu.org/renthelp
- Hawai'i County: www.HawaiiCountyERAP.org
- Kauai County: <https://kauairenthelp.com/>
- Maui County: <https://www.mauicounty.gov/2438/Maui-County-Emergency-Rental-Assistance->

5. What happens if I schedule a mediation during the 15 days?

If you schedule a mediation during the first 15 days, the landlord has to wait an additional 15 days before being able to file an eviction. If you schedule the mediation during the 15 days, the mediation does not actually have to occur during those 15 days, it just needs to be scheduled.

6. What is mediation?

Mediation is a voluntary, confidential process where a neutral third-party (the mediator), help you and your landlord come to a resolution. The mediator does not take sides or make decisions for the parties. The purpose of the mediation is not to determine who is right or wrong. It is an opportunity to talk with your landlord other and to work out a mutually acceptable agreement to settle the dispute.

7. How does mediation work?

During the mediation, the mediator will give both you and the landlord an opportunity to express their point of view in a safe, comfortable environment. Depending on your local mediation center, the mediation may be held remotely on zoom or in person, depending on how the mediation center on your island operates.

In most cases, you, the landlord, and the mediator can initially be in the same room/zoom room. You will get an opportunity to express the desired outcome of the mediation. At different times throughout the mediation process, the mediator may meet with your or your landlord privately. The private meetings allow the parties to share information with the mediator and come up with and best possible solutions before presenting them to the other party.

8. What is the benefit of mediation?

Mediation is not a trial. Unlike a trial, a mediator is not the decider of facts and is working to reach a mutually acceptable agreement. Mediation can result in an agreement between you and your landlord to resolve the case. Often this agreement can settle the case, so you do not have to go to trial. In general, the risk of trial is that a judge is the single person who will make a decision on your case. Mediation is your opportunity to have some control over the outcome of your case.

9. What happens if I do not schedule mediation during the 15 days?

If you do not connect with the mediation center during the 15 days, then the landlord can file an eviction as soon as the end of the 15 days, depending on how many months you are behind in rent.

10. How can I determine when my landlord can file for an eviction?

The filing of evictions is phased in, depending on how many months you are behind in rent. The earliest possible dates for your landlord to file an eviction/summary possession lawsuit is:

- **4 months** or more behind on rent, the first possible date an eviction can be filed is
- **August 21, 2021**

- **3 months** or more behind on rent, the first possible date an eviction can be filed is
- **September 6, 2021**
- **2 months** or more behind on rent, the first possible date an eviction can be filed is
- **November 6, 2021**
- **1 month** or more behind on rent, the first possible date an eviction can be filed is
- **January 6, 2022**

11. What happens after my landlord files for eviction?

After the landlord files the eviction in court – called a summary possession – you will be served and have a court date for your first hearing, which is called a return hearing. You must attend the return hearing or file a written answer. If your mediation is already scheduled, the court will know that, and you are likely going to go to mediation to try to settle your case. If mediation has not been scheduled, the court may still order you to mediation. If you do not respond or appear in court – that can be considered a default and the landlord may be given possession of your home immediately and be allowed to force you out with a writ of possession.

12. What happens when I go to court?

If you appear in person or by zoom in court, you will be asked by the judge if you agree (admit) to the eviction or disagree (deny). Unless you are ready to move immediately or ready to admit that you want to vacate your home, you will likely be either scheduled for mediation or the case will be continued until after your already scheduled mediation.

13. What else can I do to avoid eviction

- Reach out to your landlord to try to resolve your non-payment issue.
- Reach out to the mediation center to schedule mediation.
- Make sure you have applied for rental assistance.
- Respond if you the case goes to court
- Get legal advice

14. Do I still owe the rent even after I am evicted?

Yes, for any amounts unpaid. Damages can include amounts owed under the lease which could include unpaid rent, utilities, late fees, interest, attorney's fees and costs.

www.legalaidhawaii.org | (808) 536-4302

Content of 15-Calendar-Day Notice is mandated by Act 57, which amends HRS Section 521-68(b), effective August 7, 2021

FIFTEEN CALENDAR DAY NOTICE OF TERMINATION FOR FAILURE TO PAY RENT

(This notice for use from August 7, 2021 to August 6, 2022)

OAHU NOTICE

Attempt to encourage mediation and emphasize that tenant will have 15 extra days if they timely schedule mediation.

Date: _____

To Tenant(s) at _____

This Notice is regarding unpaid rent. Unless the outstanding balance on your rent is resolved, a summary possession (eviction) lawsuit may be filed as soon as 15-calendar-days after the date of this notice.

Participation in mediation can provide you, as tenant(s), more time to work out a resolution with your landlord. Mediation is a process in which a neutral mediator assists parties in trying to reach a voluntary agreement. If you agree to mediation within 15-calendar-days of the date of this letter, your landlord will be required to wait an additional 15-days before filing an eviction lawsuit (for a total of 30-days). If you would like to participate in mediation and receive the additional 15-days to try and resolve this matter, please contact the non-profit community mediation center (or respond when they contact you) as follows:

Oahu THE MEDIATION CENTER OF THE PACIFIC
Tel: (808) 807-0080
Link to upload notice: mediatehawaii.org/sempp

County specific notice will provide contact information for tenant and Landlord

Below is the information that is required to be provided to you by Hawaii Revised Statutes Section 521-68(b) prior to filing a summary possession lawsuit. Please take note of the information and the time periods referenced below.

(1) The name of the landlord or the landlord’s agent and the landlord’s or landlord’s agent’s contact information, including, if possible, phone number, email address, and mailing address:

- Landlord
- Address
- City/State/Zip
- Phone
- Email
- Contact Person

Hereinafter referred to as “Landlord” or “landlord.”

(2) The address of the dwelling unit subject to the rental agreement/lease:

- Address/Unit
- City/State/Zip

(3) The name and contact information of tenant(s) on the rental agreement/lease, including, if possible, phone number, email address, and mailing address. If required, please attach another page to include additional tenant(s).

Tenant(s) Name
Phone
Email
Mailing address

Tenant(s) Name
Phone
Email
Mailing address

Tenant(s) Name
Phone
Email
Mailing address

Hereinafter referred to as “tenant” or “tenant(s).”

(4) The monthly rental rate of the dwelling unit:

Rent under rental agreement/lease: \$_____

(5) The current amount of the rent due as of the date of the notice, after applying all rent paid from all sources:

\$_____ as of the date of this notice.

(6) Whether the landlord or landlord’s agent has applied for rental assistance or been contacted on behalf of the tenant(s) by any agency providing rental assistance. Check one in both section 6(a) and 6(b)

6(a) Landlord

Has applied for rental assistance for the tenant(s) identified above in paragraph (3).

OR

Has not applied for rental assistance for the tenant(s) identified above in paragraph (3).

AND

Requires information on attempts at rental assistance.

6(b) Landlord

Has been contacted by any agency providing rental assistance regarding assistance for the tenant(s) identified above in paragraph (3).

OR

Has not been contacted by any agency providing rental assistance regarding assistance for the tenant(s) identified above in paragraph (3).

(7) Any rental assistance received by the landlord or landlord's agent has been credited to the tenant's amount due.

(8) A copy of this fifteen-calendar day notice is also being provided to the mediation center indicated at the beginning of this notice, in order for the mediation center to contact the tenant(s) to attempt to schedule a mediation regarding the nonpayment of rent:

(9) The mediation center identified will provide proof to the landlord that the notice was received and provide confirmation of the scheduled date and time of mediation.

(10) Landlord or Landlord's agent may file an action for summary possession if the rent due is not paid and if mediation is not scheduled within fifteen calendar days after the tenant's receipt of the fifteen-calendar day notice, regardless of whether the scheduled mediation session occurs within the fifteen calendar days;

(11) If mediation is not scheduled within fifteen calendar days after receipt of the notice, regardless of whether the scheduled mediation session occurs within the fifteen-calendar day period, then the landlord may file an action for summary possession after the expiration of the fifteen-calendar day period. If mediation is scheduled before the expiration of the fifteen-calendar day period, regardless of whether the scheduled mediation session occurs within the fifteen calendar days, then the landlord shall only file an action for summary possession after the expiration of thirty calendar days following the tenant's receipt of the fifteen-calendar day notice. If the fifteen-calendar day notice was mailed, receipt of notice shall be deemed to be two days after the date of the postmark. If the fifteen-calendar day notice was posted on the premises, receipt of 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(s), except as provided in any agreement that may be reached. The landlord shall be required to note the status of the mediation or settlement effort and proof of sending or posting the fifteen-calendar day notice to the mediation center in the action for summary possession.

(12) Any summary possession action filed by Landlord may be subject to additional requirements and protections under state or federal law. Tenant(s) is encouraged to seek their own legal advice regarding their rights and responsibilities.

(13) Landlord or Landlord's agent shall engage in mediation if mediation is scheduled.

COMPLAINT - RESIDENTIAL SUMMARY POSSESSION (Unpaid rent only)
Temporary use form Act 57, SLH 2021

Highlighted portions are changes due to Act 57 and 15-day notice/mediation changes

IN THE DISTRICT COURT OF THE _____ CIRCUIT
_____ DIVISION
STATE OF HAWAII

Plaintiff

Civil No.

Defendant

Filing Party/Attorney Name, Attorney Number, Firm Name (if applicable), Address, and Telephone Number

Landlord needs to attach the following documents to complaint:
* Copy of 15-Calendar-Day Notice
* Copy of Lease
* Verification that Notice was provided to mediation center

Premises Address:

COMPLAINT - UNPAID 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 are located in this division of this Court.
4. Defendant has not paid rent and is in possession of the premises.
5. 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.

Monthly rent needed to determine how far behind tenant is in rent.
Can File Eviction:
4 mos. behind Aug. 21, 2021 [earliest possible]
3 mos. behind Sept. 6, 2021
2 mos. behind Nov. 6, 2021
1 mos. behind Jan. 6, 2022

6. Monthly rent is \$ _____. As of (date) _____, Defendant owes \$ _____ in unpaid rent. This amount is equal to or greater than: 4 months' rent; 3 months' rent; 2 months' rent; 1 month's rent or less than 1 month's rent.

7. A written 15 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 is not required as tenant breached the mediation agreement or settlement agreement. (Attach a copy of the agreement)

8. Documentation from the mediation center verifying its receipt of the 15 day notice provided by the plaintiff to the defendant is attached.

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Landlord must include a copy of proof that the 15-calendar-day notice was provided to mediation center.

COMPLAINT (continued)

Act 57 requires attempt at mediation and this allows court to know current status of mediation. Court still can order parties to participate. Tenant does not have to participate, but there will likely be consequences.

9. The parties participated in mediation on (date) _____.

Mediation is scheduled for (date) _____.

As of (date) _____, mediation has not been scheduled.

10. Despite the notice and mediation, Defendant has failed to correct this situation and is still in possession of the premises.

11. The Servicemembers Civil Relief Act, 50 U.S.C. App. §501 may apply to a Defendant who is classified active duty as defined in the Act. Please check all that apply.

To the best of my knowledge, the Defendant is not an active duty member of the Military.

The following Defendant is an active duty member of the Military. Name _____.

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 the Defendant from the premises and all persons possessing the premises through the Defendant;
2. Remove from the premises all personal belongings of the Defendant and of any other person; and
3. Put Plaintiff in possession of the premises.

C. Judgment against the Defendant for \$ _____.

In addition, the Court may award additional rent and other charges owed under the rental agreement, damages, court costs, interest and reasonable attorney's fees.

	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:



In accordance with the Americans with Disabilities Act, and other applicable State and Federal laws, if you require an accommodation for a disability when working with a court program, service, or activity please contact the District Court Administration Office at PHONE NO. _____, FAX _____, or TTY _____ at least ten (10) working days before your proceeding, hearing, or appointment date.