

## **FAQs for Residential Landlords and Tenants on the Island of Maui**

### ***What you should know about your rights after the Ninth Wildfires Emergency Proclamation, issued on January 5, 2024***

#### **Q: When did the emergency restrictions relating to rent increases and terminating existing tenancies begin?**

Restrictions on rent increases and terminating existing tenancies began on August 9, 2023, when the Second Proclamation Relating to Wildfires was issued.

Like the Eighth Proclamation Relating to Wildfires, issued on November 6, 2023, the Ninth Proclamation prohibits landlords on the Island of Maui from terminating tenancies resulting from a tenant's failure to pay all or portion of the rent or lease maintenance fees, utility charges, taxes or other fees required by the rental agreement.

Like the Eighth Proclamation, the Ninth Proclamation also suspends the law allowing landlords to obtain a court order for summary possession on the Island of Maui to the extent necessary to prohibit the commencement, continuation, or prosecution of a legal action to terminate a tenancy on the Island of Maui resulting from a tenant's failure to pay all or any portion of the rent or lease, maintenance fees, utility charges, taxes or other fees required by the rental agreement.

#### **Q: Do the emergency restrictions for rentals apply to commercial leases on the Island of Maui?**

These emergency restrictions apply only to residential leases and only on the island of Maui.

#### **Q: When do the restrictions end?**

Currently, these emergency restrictions will continue through March 5, 2024. The Governor may increase the duration of these restrictions by issuing another proclamation.

#### **Q: Where are these emergency restrictions in effect?**

These restrictions apply to residential leases on the entire island of Maui and are not limited to any specific location on Maui, such as the west side of Maui.

#### **Q: What are the restrictions on increasing rents on the Island of Maui during this emergency?**

Landlords are prohibited from increasing rents during a tenancy unless the rent increases are contained in a written agreement that was signed before this emergency period. These pre-written rent increases may be given effect as agreed upon in writing.

#### **Q: What are the restrictions on terminating existing residential tenancies on the Island of Maui?**

Landlords may not terminate tenancies on the Island of Maui unless: (1) there is a material breach of the lease other than tenant's failure to pay all or any portion of the rent or lease, maintenance fees, utility charges, taxes or other fees required by the rental agreement; (2) the property is sold to a bona fide third-party purchaser; or (3) when the landlord or an immediate family member of the landlord will occupy the residential unit.

**Q: What is an example of a material breach of a lease other than a breach for non-payment of rent?**

Failing to perform an obligation under the rental agreement or lease, which constitutes the consideration for entering into the contract, such as failure to follow obligations, rules, and restrictions set by the landlord, willfully destroying, or damaging the dwelling unit or allowing another to willfully destroy or damage the dwelling unit, may be material breaches of the lease.

If you have questions about whether conduct constitutes a material breach of the lease, you may wish to consult an attorney.

**Q: Is the Residential Landlord-Tenant Code in effect? Are courts hearing landlord-tenant cases during this emergency period?**

The Residential Landlord-Tenant Code (chapter 521, HRS) is in effect throughout the State with certain exceptions that apply only to the Island of Maui. The Ninth Proclamation suspends two sections of the Residential Landlord-Tenant Code and the law allowing landlords to obtain summary possession (chapter 666, HRS) in certain situations. Those laws are suspended to the extent necessary to prohibit legal actions to terminate a tenancy for a tenant's failure to pay all or any portion of the rent or lease, maintenance fees, utility charges, taxes or other fees required by the rental agreement.

Summary possession actions may not commence, continue, or be prosecuted on the Island of Maui through March 5, 2024, if they involve terminating a tenancy for a tenant's failure to pay all or any portion of the rent or lease, maintenance fees, utility charges, taxes or other fees required by the rental agreement.

The Governor may increase the time for these restrictions by issuing another proclamation.

Other than certain legal actions for summary possession on the Island of Maui, landlords and tenants may continue to file lawsuits affecting landlord and tenant rights on the Island of Maui and throughout the State.

**Q: Does a displaced Maui resident residing in a hotel, motel, or a condominium operated as a residence for persons displaced by the wildfire emergency have the same rights as a tenant under the Residential Landlord-Tenant Code (chapter 521, HRS)?**

No. To encourage hotels, motels, and condominiums to make units available for residents displaced by the wildfires, the Ninth Proclamation clarifies that tenancies between hotels, motels, and condominiums and persons displaced by the wildfire emergency who are housed there do not create a landlord tenant relationship, nor do they convert the dwelling unit into a residential dwelling unit under existing state laws, unless specified in a tenancy agreement.

**Q: Can a person displaced by the wildfire emergency who is currently and temporarily living in a Red Cross-arranged condominium unit continue to live in the unit beyond the time limit contained in the condominium by-laws, declarations, and house rules?**

Yes. The Ninth Proclamation enhances housing opportunities to displaced Maui residents by providing them with relief from strict compliance with the governing documents, which may limit the amount of time that a unit may be used as a rental.

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