

FAQs for Residential Landlords and Tenants on the Island of Maui

What you should know about your rights after the 20th Wildfires Emergency Proclamation, issued on February 4, 2025

Q: When did the emergency restrictions relating to rent increases begin?

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

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

For the duration of this Emergency Proclamation, 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. Landlords may pass on additional operating expenses to tenants and must be able to provide documentation for these expenses.

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

There are no restrictions, however, landlords and tenants must follow the procedures outlined in Act 202.

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 the conduct constitutes a material breach of the lease, you may wish to consult an attorney.

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?

The restrictions will continue until April 5, 2025, unless terminated or superseded earlier. 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.

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) remains in effect throughout the State for the duration of this Emergency Proclamation, with two exceptions. For the Island of Maui only, certain laws are suspended.

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. For the duration of this Emergency Proclamation, hotels, motels, and condominiums are not considered landlords even if they temporarily house non-congregate shelterees. Similarly, persons displaced by the wildfire emergency who are temporarily housed in hotels, motels, and condos (i.e., non-congregate shelterees) are not considered tenants under state law for the duration of this Emergency Proclamation.

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. Condo owners are relieved from strict compliance with certain provisions of the governing documents that may limit the amount of time a unit can be rented.

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