YOUR NAME

YOUR ADDRESS

LANDLORD’S NAME

LANDLORD’S ADDRESS

DATE

Dear LANDLORD’S NAME,

This letter is to advise you of my rights as a tenant under Hawai`i’s Landlord-Tenant Code, as well as your duties under that Code.

The Landlord-Tenant Code says that it is against the law for a landlord to force a tenant out of his/her dwelling by lessening or shutting of running water, hot water, electricity, gas, or other essential service unless the dwelling is abandoned or surrendered (HRS Sec. 521-74.5). If a landlord does interrupt an essential service like those described above, the landlord has engaged in an unfair method of competition OR unfair and deceptive acts or practices. A landlord may face penalties AND a minimum of three times the monthly rent or $1,000, whichever is the greater amount.

The Code also says that it is against the law for a landlord to remove or lockout a tenant from his/her dwelling overnight without cause or without a court order that authorizes the action (HRS Sec. 521-63). If a landlord does lock out a tenant without cause or a court order, the landlord may face penalties AND an amount equal to two months’ rent or free occupancy for two months, AND the cost of the suit, including reasonable attorney fees.

In addition to the above law, Section 521-42 of the Landlord-Tenant Code states that the landlord shall always comply with all applicable building and housing laws materially affecting health and safety.

I have not received Writ of Possession and have neither abandoned nor surrendered my unit.

I request that you immediately EXPLAIN WHAT YOU WANT THE LANDLORD TO DO (EXAMPLES: TURN ON THE ELECTRICITY, GAS, WATER, ETC.).

Sincerely,

SIGN AND PRINT YOUR NAME