BEHAVIORAL HEALTH & HOMELESSNESS STATEWIDE UNIFIED RESPONSE GROUP (BHHSURG)

COVID-19 UPDATE

EDWARD MERSEREAU, DEPUTY DIRECTOR
BEHAVIORAL HEALTH ADMINISTRATION, DEPARTMENT OF HEALTH

SCOTT MORISHIGE, GOVERNOR'S COORDINATOR ON HOMELESSNESS

HAROLD BRACKEEN III, ADMINISTRATOR
HOMELESS PROGRAMS OFFICE, DEPARTMENT OF HUMAN SERVICES

STEPHEN H. LEVINS, EXECUTIVE DIRECTOR
OFFICE OF CONSUMER PROTECTION

JILLIAN OKAMOTO, HOUSING ASSISTANCE & REFERRAL PROGRAM DIVISION ADMINISTRATOR
CATHOLIC CHARITIES HAWAIʻI

JOHN FINK, PRESIDENT & CEO & SUZANNE SKJOLD, CHIEF OPERATING OFFICER
ALOHA UNITED WAY

JULIE MITCHELL, EXECUTIVE DIRECTOR
KUʻIKAHI MEDIATION CENTER

Presenters

- **Stephen H. Levins, Executive Director**
  Office of Consumer Protection

- **Jillian Okamoto, Housing Assistance & Referral Programs Division Administrator**
  Catholic Charities Hawai‘i

- **John Fink, President and Chief Executive Officer**
  Suzanne Skjold, Chief Operating Officer
  Aloha United Way

- **Julie Mitchell, Executive Director**
  Ku‘ikahi Mediation Center

- **Additional Panelists:**
  Sharon Hirota, Hawai‘i County
  Janice Takahashi, Department of Business, Economic Development & Tourism

Stephen H. Levins, Executive Director

Office of Consumer Protection

Office of Consumer Protection

"To Foster a Fair and Safe Marketplace"

Presentation by Stephen H. Levins

Executive Director

Office of Consumer Protection

State of Hawaii Department of Commerce and Consumer Affairs

Behavioral Health & Homelessness Statewide Unified Response Group Webinar

October 5, 2020

Honolulu, Hawaii

Office of Consumer Protection
www.cca.hawaii.gov/ocp

Office of Consumer Protection ("OCP") is a division of the State of Hawaii Department of Commerce and Consumer Affairs ("DCCA").

OCP is the primary agency responsible for reviewing, investigating and prosecuting allegations of unfair or deceptive trade practices in consumer transactions (Hawaii Revised Statutes chapter 487).

In addition to its enforcement powers, OCP provides consumer education and promotes awareness of important consumer protection issues through its programs, media releases, and educational materials.

DCCA HAWAII

OCP is composed of four sections

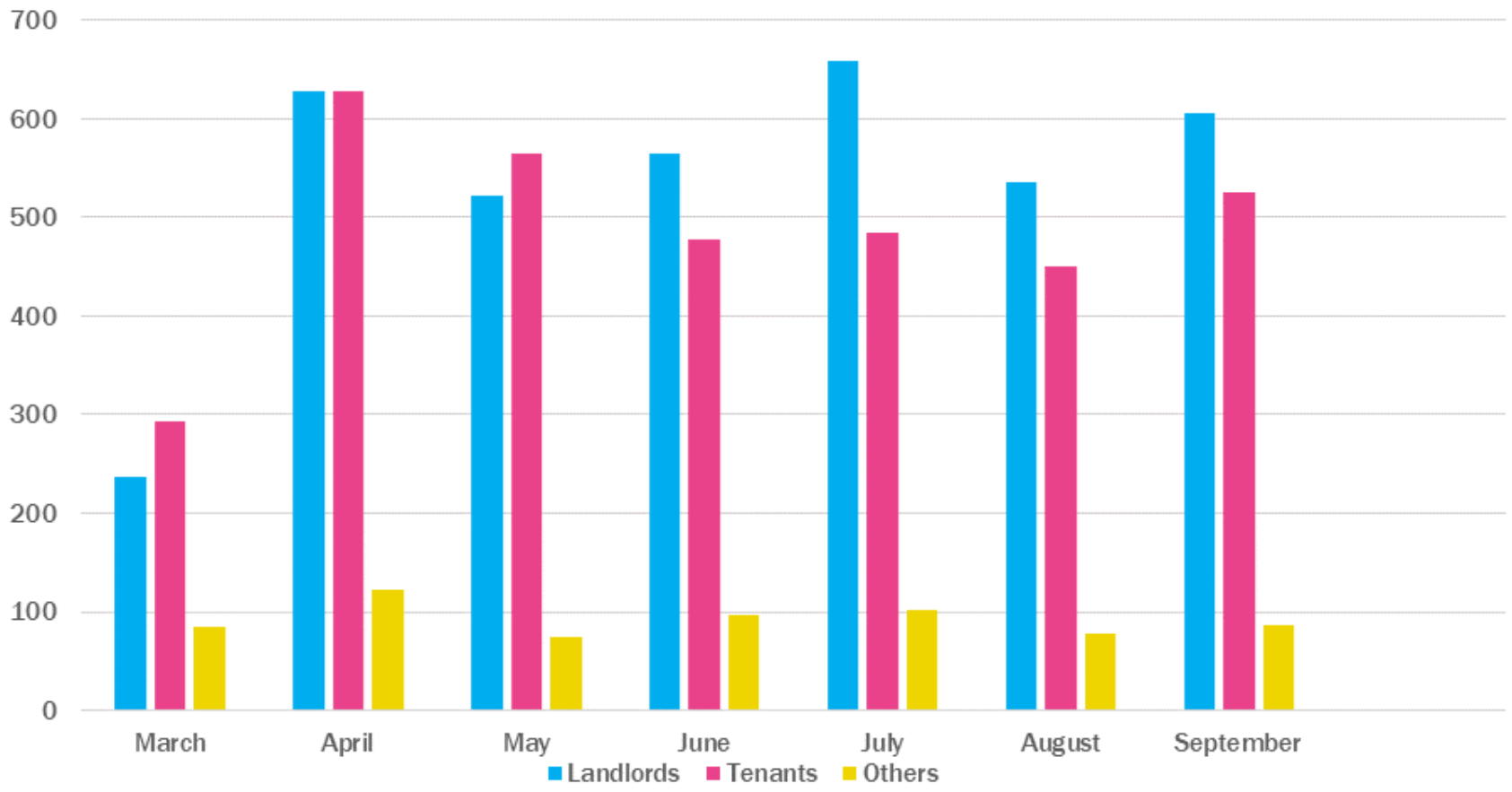
Consumer Resource Center – Performs intake of complaints for OCP.

Investigation Section – Receives cases from the Consumer Resource Center and gathers evidence to determine whether consumer laws have been violated.

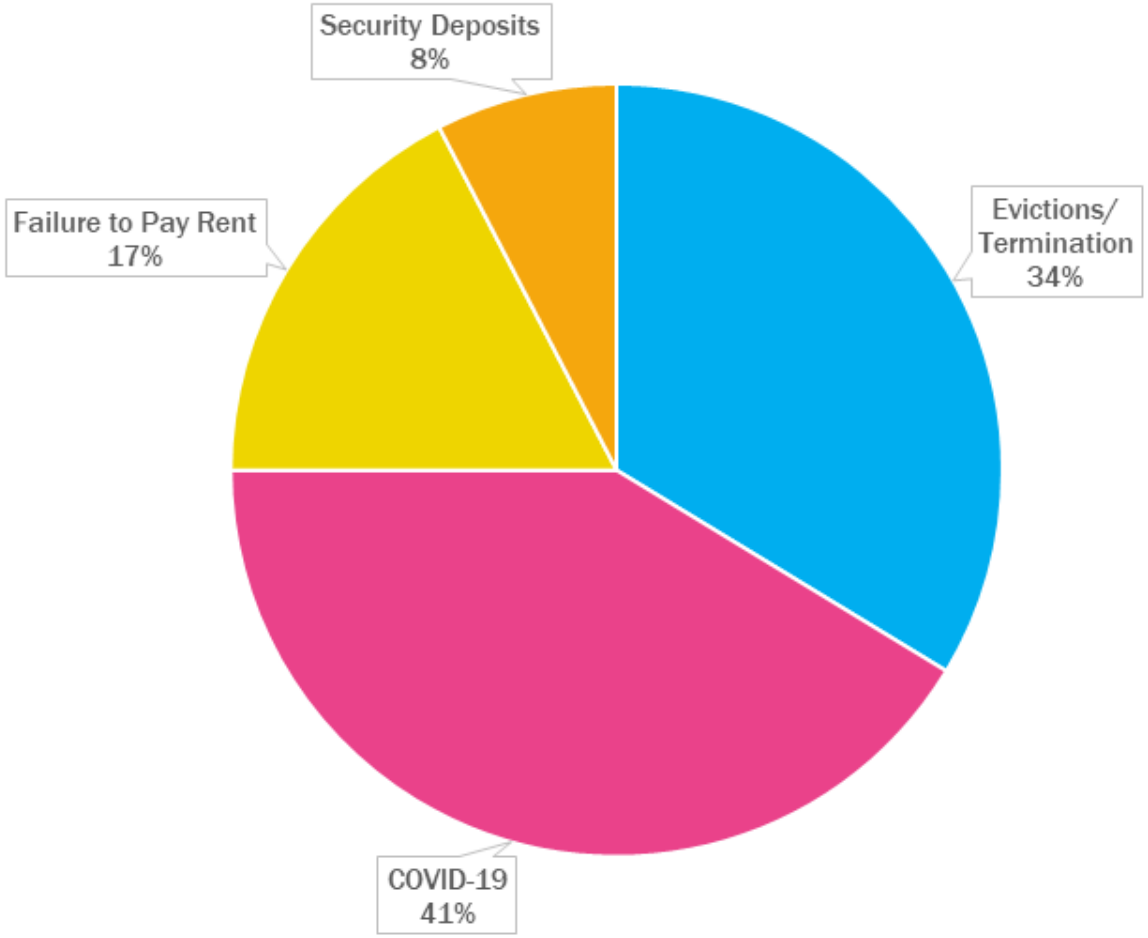
Legal Section – Enforcement attorneys undertake civil enforcement action against violators of consumer law. They also engage in informal and formal resolutions of cases prior to filing lawsuits.

Residential Landlord-Tenant Information Center - Staffed by OCP investigators and volunteers Monday through Friday. The center does not represent landlords or tenants in court or provide legal advice; its role is limited to providing information regarding landlord-tenant laws.

Who is calling the Residential Landlord-Tenant Information Center?

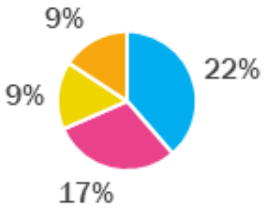


The Top 4 Types of Calls from March – September, 2020



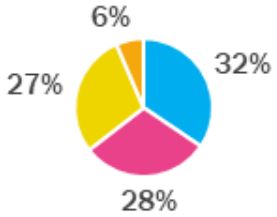
The Top 4 Call Types by Month

March



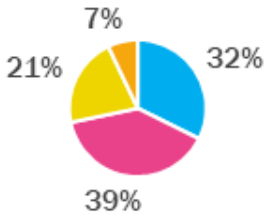
- Evictions/ Termination
- COVID-19
- Failure to Pay Rent
- Security Deposits

April



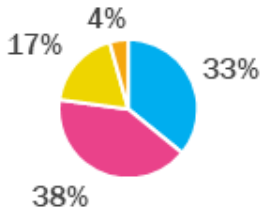
- Evictions/Termination
- COVID-19
- Failure to Pay Rent
- Security Deposits

May



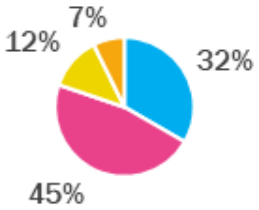
- Evictions/ Termination
- COVID-19
- Failure to Pay Rent
- Security Deposits

June



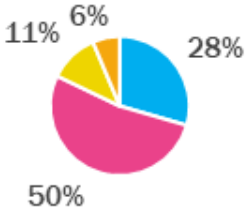
- Evictions/ Termination
- COVID-19
- Failure to Pay Rent
- Breaking Lease

July



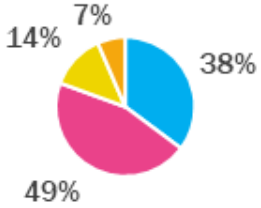
- Evictions/ Termination
- COVID-19
- Failure to Pay Rent
- Security Deposits

August



- Evictions/ Termination
- COVID-19
- Failure to Pay Rent
- Repairs

September



- Evictions/ Termination
- COVID-19
- Failure to Pay Rent
- Security Deposit

I'm current on my rent, but my Landlord has informed me that I must vacate; can they do this?

No.

Governor David Ige's State of Emergency Proclamation(s) automatically activates the provisions of section 127A-30(a)(2) of the Hawaii Revised Statutes, which states, that *"no Landlord shall terminate any tenancy for a residential dwelling unit in the area that is the subject of the proclamation...except for a breach of a material term of a rental agreement or lease, or if the unit is unfit for occupancy".*

Pursuant to Governor Ige's Thirteenth Proclamation, non-payment of rent is excluded from the exception.

How long will the special provisions of section 127A-30(a)(2) remain in effect?

A state of emergency terminates automatically sixty days after the issuance of a proclamation of a state of emergency or by a separate proclamation of the Governor, whichever occurs first.

The date of termination may be extended by a new proclamation.

Currently, the Proclamations are due to continue through October 31, 2020.

Do I still have to pay my rent?

Yes.

You are still legally obligated to pay your rent

What if I can't pay my rent?

Inform your Landlord if you are unable to pay your rent and explain why.

Contact your landlord ASAP about delayed or partial payment options.

Any new agreement or understanding should be in writing, such as, in a letter or in an email.

Include how much the modified rent will be, how long that change in rent will last, and whether you will be expected to pay back any deferred payments.

Where can renters get help?

The State created a Rent Relief & Housing Assistance Program for rent payments due between August 1 and December 28, 2020. Please visit www.hihousinghelp.com for more information on how to apply for this financial help.

The City and County of Honolulu COVID-19 Household Hardship Relief Fund Program is also open to qualifying Oahu residents.

The Department of Hawaiian Home Lands (DHHL) partnered with Aloha United Way to provide rental relief to eligible DHHL Applicant Waiting List beneficiaries.

Is any assistance available to help Landlords and Tenants reach an agreement or understanding on the rental agreement?

Yes.

To help Landlords and Tenants negotiate realistic payment plans and maintain a positive working relationship, the **Mediation Center of the Pacific, Inc. (MCP)** has created a Rapid Response Mediation Program.

At this time, there is no cost to participate. Call MCP at **808-521-6767 between 8:30 a.m. and 1:30 p.m. Monday through Friday** to get the process started.

I have already been served with an eviction notice; can I be evicted?

No.

The Sheriffs, who often assists Landlords with the lawful removal of Tenants and their possessions, will not be assisting anyone in the eviction process until further notice.

What if I have a Tenant who is dangerous, or is engaging in illegal activity?

If you believe a crime has been committed, please contact the police.

A landlord may also go to court to seek relief, including petitioning the court for a Temporary Restraining Order (TRO) against the tenant.

The Governor's Proclamation does not prevent a landlord from initiating a summary possession action based on health or safety concerns.

What if I have a Landlord who is dangerous, or is engaging in illegal activity?

If you believe a crime has been committed, please contact the police.

A tenant may also go to court to seek relief, including petitioning the court for a Temporary Restraining Order (TRO) against the landlord.

What if I have a Landlord who has locked me out or shut off my utilities?

If a landlord has illegally locked a tenant out of a residence or illegally shut off utilities, a tenant may go to court to seek relief, including petitioning the court for a TRO

How do I go to court to try to get a Temporary Restraining Order (TRO)?

Petitions for Temporary Restraining Orders may be filed at a State District Court Courthouse.

Honolulu District Court

Keahuolu Courthouse – West Hawaii

Wailuku Courthouse - Maui

Are the provisions of the Landlord Tenant Code still in effect?

The only provisions of the Landlord Tenant Code that have been suspended are those contained in Hawaii Revised Statutes sections 521-68 for the failure to pay rent and 521-71, which governs the termination of tenancy and the landlord's remedies for holdover tenants.

The remainder of the Landlord Tenant Code remains in effect.

Can a Landlord raise my rent?

No.

Pursuant to section 127A-30 of the Hawaii Revised Statutes a Landlord is prohibited from increasing rent during the period of the state of emergency declared by the Governor.

Is a notice to increase rent before the issuance of the Proclamation still valid?

Yes.

In the case of a residential dwelling unit, if rent increases were contained in a written instrument, such as, a lease, that was signed by the Tenant prior to the Proclamation, the increases may take place pursuant to the written instrument.

HAWAII RENTAL AGREEMENT

On this day, _____, this **RENTAL AGREEMENT** is entered into and made effective between the **LANDLORD** _____ and the **TENANT** _____.

PREMISES

The Landlord and Tenant have agreed to rent the following **PREMISES** in exchange for rental payments:

ADDRESS _____ **CITY** _____ **STATE** _____ **ZIP CODE** _____

PROPERTY DETAILS: _____ **PROPERTY MANAGER CONTACT DETAILS:** _____

TERM

The Landlord and Tenant have agreed to "**Tenancy at Will**" which shall commence on _____.

TERM duration: ☐ **1 MONTH** ☐ **1 WEEK** ☐ _____

"Tenancy at Will" is **automatically renewed upon term expiration unless written notice of non-renewal is delivered** by either party in a manner prescribed by state law **at least** _____ **days prior to term renewal**.

RENT

RENT payment of $ _____ is due from Tenant every _____ and must be paid as follows: _____

- Tenant will pay the following **LATE FEES** when rent is not paid on time: _____
- Tenant will pay the following **RETURN FEE** for each payment that is returned unpaid (insufficient funds, cancelled check, etc...): $ _____
- Tenant will **pay separately** for the following utilities and services which **must be paid in addition to rent payment**:

DEPOSIT

$ _____ **SECURITY DEPOSIT** is due and is refundable.

Security Deposit is due upon contract signing and may be used by the Landlord to pay for any damages caused by the Tenant or any costs incurred from the noncompliance with the terms of this agreement. Security Deposit cannot be used by Tenant in lieu of rent payment, and if any portion of the deposit is used during the tenancy, Tenant agrees to replenish security deposit after written notice is delivered. Any remainder will be returned to the Tenant after the Tenant vacates the Premises.

SUMMARY

TENANT will submit **DEPOSIT** and **RENT** payment to **LANDLORD** and take possession of the **PREMISES** by signing of the **TERM**.

What if my rental is subject to a federal housing program?

The Federal Housing Finance Agency (FHFA) announced that Fannie Mae and Freddie Mac will extend moratoriums on single-family foreclosures and real estate owned (REO) evictions until at least December 31, 2020.

The Federal Housing Administration (FHA) also announced the third extension of its foreclosure and eviction moratorium in response to economic hardships from COVID-19; the moratorium now extends through Dec. 31, 2020 for homeowners with FHA-insured single-family mortgages.

Renters seeking information on whether they are covered by the moratorium should contact Legal Aid Society of Hawaii or a HUD approved housing counselor. You can find the nearest housing counselor here https://www.consumerfinance.gov/find-a-housing-counselor/ or by calling (800) 569-4287.

More information on lookup tools for renters interested in checking if a property is financed by Fannie Mae or Freddie Mac is available through the Federal Housing Finance Agency.

Who can I contact if I have questions about the Landlord Tenant Code?

Landlord-Tenant Information Center

(808) 586-2634

8:00 a.m. – Noon

Monday through Friday, except State holidays.

Jillian Okamoto, Housing & Referral Programs Division Administrator

Catholic Charities Hawai‘i

John Fink, President & CEO
Suzanne Skjold, Chief Operating Officer

Aloha United Way

State of Hawai‘i

Rent Relief and Housing Assistance Program (RRHAP)

CATHOLIC CHARITIES HAWAI‘I

Jillian Okamoto
Housing Assistance & Referral Programs Division Administrator
Catholic Charities

Aloha United Way

John Fink
Chief Executive Officer
Aloha United Way

Suzanne Skjold
Chief Operating Officer
Aloha United Way

Questions?

Start here:

FAQ'S

HiHousingHelp.com/faqs/#faqs

CATHOLIC CHARITIES HAWAI'I

Email: COVID19help@catholiccharitieshawaii.org

Aloha United Way

Email: HousingHelp@Auw.org

Julie Mitchell, Executive Director

Kuʻikahi Mediation Center

Eviction On Your Mind?

RAPID RESPONSE

LANDLORD TENANT

MEDIATION PROGRAM

Conflict Resolution Services Can Help!

Federal and state eviction moratoriums are in place to prevent eviction for nonpayment of rent. Even with a moratorium in place, rent is due and accrues month to month... unless other arrangements are made.

Our neutral third party mediators can assist YOU to talk out the issues and look for creative solutions that work for everyone.

EAST HAWAI'I

Ku'ikahi Mediation Center

(808) 935-7844

hawaiimediation.org

WEST HAWAI'I

West Hawai'i Mediation Center

(808) 885-5525

whmediation.org

Supported by initial funding from the County of Hawai'i, County of Hawai'i Department of Research and Development, First Hawaiian Bank Foundation, Hawai'i Island REALTORS®, Hawai'i Island Strong Fund of the Hawai'i Community Foundation, Hawai'i Island United Way, Richard Smart Fund of the Hawai'i Community Foundation, Rotary Club of Hilo Bay, Rotary Club of South Hilo Foundation, and West Hawai'i Association of REALTORS®.

FREE for Landlords and Tenants
(residential and commercial)

Why Mediate?

- Avoiding difficult conversations can actually create or prolong conflict.
- Having a neutral third party facilitator creates a safe space.
- Brainstorming can surface creative ideas no one could find on their own.
- Creating a workable plan for the future reduces stress for everyone.
- Landlords and tenants can find a positive way forward—together!

RAPID RESPONSE

LANDLORD TENANT

MEDIATION PROGRAM

EAST HAWAI'I

Ku'ikahi Mediation Center

(808) 935-7844

hawaiimediation.org

WEST HAWAI'I

West Hawai'i Mediation Center

(808) 885-5525

whmediation.org

Supported by initial funding from the County of Hawai'i, County of Hawai'i Department of Research and Development, First Hawaiian Bank Foundation, Hawai'i Island REALTORS®, Hawai'i Island Strong Fund of the Hawai'i Community Foundation, Hawai'i Island United Way, Richard Smart Fund of the Hawai'i Community Foundation, Rotary Club of Hilo Bay, Rotary Club of South Hilo Foundation, and West Hawai'i Association of REALTORS®.

FREE for Landlords and Tenants
(residential and commercial)

State Mediation Centers

O`AHU

The Mediation Center of the Pacific
1301 Young Street, 2nd Floor
Honolulu, Hawai`i 96814
Telephone: 808-521-6767
Fax: 808-538-1454
www.mediatehawaii.org

MAUI COUNTY

Maui Mediation Services
J. Walter Cameron Center
95 Mahalani Street, Suite 25
Wailuku, Hawai`i 96793
Telephone: 808-244-5744
Fax: (808) 249-0905
www.mauimediation.org

HAWAI`I

Ku`ikahi Mediation Center
101 Aupuni Street, Suite PH 1014 B-2
Hilo, Hawai`i 96720
Telephone: 808-935-7844
Fax: (808) 961-9727
www.hawaiimediation.org

West Hawai`i Mediation Center
P.O. Box 7020
Kamuela, Hawai`i 96743
Telephone: 808-885-5525
Fax: (808) 887-0525
www.whmediation.org

KAUA`I

Kaua`i Economic Opportunity, Inc. Mediation Program
2804 Wehe Road
Lihu`e, Hawai`i 96766
Telephone: 808-245-4077
Fax: (808) 245-7476

Questions?

Mahalo

@BHHSURG

#HealthyWeLiveHawaii #SocialDistancing
#FlattenTheCurve #TogetherWeCan

BHHSURG.HAWAII.GOV