

## Evictions with a 10-day “Notice & Cure” letter

If a landlord wants to evict a tenant for violating the lease (other than for non-payment of rent), the landlord must give a 10-day “Notice & Cure” letter.

The tenant then has **10 days to remedy the violation**. If the tenant fixes the problem within those 10 days, the landlord no longer has a reason to file an eviction case against the tenant.

### SOME COMMON VIOLATIONS:

- Failing to keep the property clean and in a safe condition
- Letting garbage or other waste accumulate on the property
- Not following the house or lease rules
- Not using the property as the tenant’s residence

### Landlords are NOT required to give 10-days notice for:

- Physical harm or damage to any person
- Threat of physical violence
- Intentional property damage by tenant or the tenant’s guest(s).

## Evictions with a 45-day Termination Notice

### MONTH-TO-MONTH LEASES:

To end a month-to-month lease, **the landlord MUST give a 45-day Notice of Termination**.

If the tenant doesn’t move out within those 45 days, the landlord can file an eviction case.

### OTHER TENANCIES:

The landlord must provide at least a **10-days notice** before requiring a tenant to leave a week-to-week tenancy.

### FIXED-TERM LEASE - WHEN THE LEASE ENDS:

If a lease has a specific term (for example 6 months or 1 year) and the landlord wants the tenant to leave at the end of the term, the landlord does **not** need to give any amount of notice before the tenant is required to move out.

If the tenant stays beyond the period in the Notice of Termination, fails to remedy the violation in a 10-day Notice, or stays beyond the expiration of a term lease, the landlord could file an eviction lawsuit.

### Unless the landlord obtains a court order, the landlord is not allowed to:

- Forcibly remove the tenant from the property
- Take tenants’ possessions out of the property
- Shut off utilities to the property

### A landlord is NEVER allowed to:

- Threaten or harass you
- Charge more than 8% late fees
- If you have a fixed-term lease, the landlord cannot raise the rent during the term.

**If a landlord commits any of these violations, you may be entitled to money damages**

**IF YOUR LANDLORD GETS A COURT ORDER TO EVICT YOU, (KNOWN AS A WRIT OF POSSESSION):**

- **You will need to move out.** If you don't leave on your own, the Sheriff can remove you.
- **Take as many belongings as you can.** Anything left behind can be sold by the landlord after giving 15 days' notice.
- The court may set a **damages trial** to determine whether you owe the landlord any rent or other fees.

**Finding somewhere else to live:**

- If you need financial assistance for moving costs, security deposits, etc. see: <https://homelessness.hawaii.gov/eviction-moratorium-resources/>
- Apply for Rental Assistance if you haven't already



**NEED LEGAL HELP?**

Find legal information and apply for assistance online:

[www.legalaidhawaii.org](http://www.legalaidhawaii.org)

Or call

**(800) 499-4302**

(M-F: 9am-11:30am & 1pm-3:30pm)

**10-DAY AND 45-DAY NOTICES**

WHAT TO DO IF YOU ARE FACING POTENTIAL EVICTION\*

&

HOW TO SEEK LEGAL HELP



Made with support from Hawai'i County

(\*The information in this brochure is not affected by the expiration of Act 57)