HAWAII 15-DAY NOTICE TO PAY RENT OR QUIT THE PREMISES

TO (Tenant's Name): _____   FROM (Landlord's Name): _____

Address of Leased Rental Unit: _____   Address: _____

City, State, Zip: _____   City, State, Zip: _____

Telephone: _____   Telephone: _____

NOTICE IS HEREBY GIVEN that you are in default in payment of rent for the above-described premises. You are required to pay to the landlord or agent all rent now due and delinquent OR surrender the premises at or before the **15th calendar day** following service of this notice. **FAILURE TO PAY OR QUIT** may result in an eviction order directing the constable to remove you from the premises.

Date tenancy commenced: _____

MONTHLY rental rate: _____

Date rent became DELINQUENT: _____

Amount of rent DUE and DELINQUENT: _____

If the landlord or landlord's agent has applied for rental assistance or been contacted on behalf of the tenant by any agency providing rental assistance, and/or if any rental assistance has been credited to the tenant's amount due, it shall be described below:

_____

_____

The landlord further acknowledges that a copy of this notice, in addition to being provided to the tenant, is also provided to a mediation center, in accordance with § 521-68(c), and that the landlord or their agent will engage in mediation if mediation is scheduled. The mediation center is identified as follows:

_____

The above-described mediation center will provide proof to the landlord that the notice was received and provide confirmation of the scheduled date and time of mediation.

WARNING: If mediation is not scheduled within fifteen calendar days after receipt of the notice, regardless of whether the scheduled mediation session occurs within the fifteen-calendar day period, then the landlord may file an action for summary possession after the expiration of the fifteen-calendar day period. If mediation is scheduled before the expiration of the fifteen-calendar day period, regardless of whether the scheduled mediation session occurs within the fifteen calendar days, then the landlord shall only file an action for summary possession after the expiration of thirty calendar days following the tenant's receipt of the fifteen-calendar day notice. If the fifteen-calendar day notice was mailed, receipt of notice shall be deemed to be two days after the date of the postmark. If the fifteen-calendar day notice was posted on the premises, receipt of notice shall be deemed to be the date of posting. If an agreement is reached before the filing of an action for summary possession, whether through mediation or otherwise, then the landlord shall not bring an action for summary possession against the tenant, except as provided in any agreement that may be reached. The landlord shall be required to note the status of the mediation or settlement effort and proof of sending or posting the fifteen-calendar day notice to the mediation center in the action for summary possession

Eviction may be subject to additional requirements and protections under state and federal law. The tenant is encouraged to seek their own legal advice regarding their rights and responsibilities.

THIS FORM HAS BEEN WRITTEN PURSUANT TO §521-68 (Revised June 16, 2021, and Subject to Change)

DECLARATION OF SERVICE

On_____, 20_____, at_____(time) I served a copy of this Notice on the above-named tenant(s) pursuant to §521-68 in the following manner:

☐ by delivering a copy to the tenant(s) personally, in the presence of a witness;

☐ by leaving a copy with_____, a person of suitable age and discretion at tenant(s)'s place of residence or place of business, and mailing a copy to the tenant(s) and obtaining proof of mailing.

☐ by posting a copy in a conspicuous place on the door of the leased property and mailing a copy to the tenant(s) at the place where the leased property is situated and obtaining a proof of mailing.

PURSUANT TO §521-68, I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF HAWAII THAT THE NOTICE WAS PROVIDED ON THE DATE AND IN THE MANNER LISTED ABOVE.

Date: _____

_____	_____	_____
Signature of Server	Signature of Witness	Signature of Tenant
_____	_____	
Printed Name of Server	Printed Name of Witness	