



Dear Tenant(s):

We are all in this together. Because of the economic fallout from the coronavirus, COVID-19, you have requested that you pay reduced rent.

As you might know, the State of Hawaii has imposed a moratorium on residential evictions because of the fallout from COVID-19. This means a resident cannot be evicted because of the financial impact related to COVID-19 or the restrictions government officials have imposed. This means that all residents cannot be evicted because of reduced or no income when their business has closed, their work hours have been reduced, they have been laid off or terminated, or there are extraordinary out-of-pocket medical expenses that take priority during the pandemic.

Right now, the moratorium is scheduled to last until April 30, 2020, but the Governor can extend it for another 30 days through an executive order. The moratorium will end if the declared local emergency is rescinded.

Under the Governor's order, tenants must notify their landlord that they cannot pay rent due to a COVID-19 related impact. Within one week of this letter, you must provide documentation or other objective information that you cannot pay some of the rent. Please know that although rent may be deferred, it is not waived and a deferral does not change the base rent for your unit under the Hawaii Revised Statutes.

It might take a bit of effort to do this, but your landlord will require a statement from your employer that the business has been closed or has severely limited its operations, and you have been laid off, are receiving partial pay or no pay. Also, it will be necessary to justify any rent deferral, and your landlord requests that you provide the most recent three months of your bank statements (checking and/or savings account) showing that your accounts are insufficient to pay the rent.

If you and roommates are on the lease, each is liable for the full rent. If one or more of the roommates is enduring financial need as described above, then submit the documents for each of those roommates, along with explaining the reduction in the usual rent that the roommate pays. The landlord cannot use the security deposit to pay ongoing rent obligations.

To recap, full rent is due each month. If you are unable to pay it, though, you must submit the requested documents to the landlord, and deferred rent must be paid no later than six months after the emergency declaration is terminated. You may do this through lump sum or installment payments as you and the landlord may agree at the time. Once you provide the landlord with the requested documents, the landlord will consider the request and provide you with an agreement for your signature that will permit deferred rent during this emergency period. Please stay well, and we'll all get through this crisis by working together.