

**Electronically Filed
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SCRU-11-0000580

IN THE SUPREME COURT OF THE STATE OF HAWAII

In the Matter of the
District Court Rules of Civil Procedure

ORDER ADOPTING TEMPORARY USE FORM

(By: Recktenwald, C.J., Nakayama, McKenna, Wilson, and Eddins, JJ.)

In April 2020, Governor David Ige enacted an eviction moratorium to protect renters who were unable to pay rent because of the effects of the COVID-19 pandemic. The eviction moratorium is currently set to expire on August 6, 2021. In anticipation of the expiration of the eviction moratorium, on June 16, 2021, Governor Ige signed Act 57, which provides a framework for evictions to proceed with mediation. The framework also allows for the gradual filing of unpaid rent summary possession cases. Among other things, Act 57 temporarily amends the residential landlord-tenant code by requiring landlords to attempt to engage in mediation prior to the filing of a complaint, increasing the notice period for actions based on unpaid rent from five days to fifteen days, expanding the contents of the written notice

provided to tenants, and phasing in summary possession filings based on the alleged amount of unpaid rent. These amendments will remain in effect until December 31, 2022, or upon the one year anniversary of the expiration date of the eviction moratorium, whichever occurs first. Thus, it is necessary to temporarily amend Form 8, Complaint (Assumpsit & Summary Possession) (#DC08), designed for both residential and commercial summary possession actions, to satisfy the requirements of Act 57. Accordingly,

IT IS HEREBY ORDERED that the attached temporary use form is adopted for use in the District Courts of the State of Hawai'i, effective August 7, 2021 and expiring on December 31, 2022, or upon the one year anniversary of the expiration date of the eviction moratorium, whichever occurs first.

IT IS HEREBY ORDERED that the district courts are authorized to insert circuit identifiers, addresses and contact information and to publish the forms in print or electronic format.

DATED: Honolulu, Hawai'i, July 6, 2021.

/s/ Mark E. Recktenwald

/s/ Paula A. Nakayama

/s/ Sabrina S. McKenna

/s/ Michael D. Wilson

/s/ Todd W. Eddins



COMPLAINT - RESIDENTIAL SUMMARY POSSESSION (Unpaid rent only)
Temporary use form Act 57, SLH 2021

IN THE DISTRICT COURT OF THE _____ CIRCUIT _____ DIVISION STATE OF HAWAI'I	
Plaintiff	
	Civil No.
Defendant	Filing Party/Attorney Name, Attorney Number, Firm Name (if applicable), Address, and Telephone Number
Premises Address:	

COMPLAINT - UNPAID RENT ONLY

1. This Court has jurisdiction over this matter and venue is proper.
2. Plaintiff is the landlord or the agent for the landlord of the premises.
3. The premises are located in this division of this Court.
4. Defendant has not paid rent and is in possession of the premises.
5. There is a written rental agreement for the premises. (Attach a copy of the written rental agreement)
 There is no written rental agreement for the premises, only an oral agreement.
 There was a written rental agreement which expired on (date) _____. (Attach a copy of the expired rental agreement)
 Defendant is a month-to-month tenant.
6. Monthly rent is \$ _____. As of (date) _____, Defendant owes \$ _____ in unpaid rent. This amount is equal to or greater than: 4 months' rent; 3 months' rent; 2 months' rent; 1 month's rent or less than 1 month's rent.
7. A written **15** day notice providing all the information required by Hawaii Revised Statutes (HRS) 521-68(b) was given to Defendant on (date): _____. (Attach a copy of the written notice)
 Notice is not required as tenant breached the mediation agreement or settlement agreement. (Attach a copy of the agreement)
8. Documentation from the mediation center verifying its receipt of the 15 day notice provided by the plaintiff to the defendant is attached.

COMPLAINT (continued)

9. The parties participated in mediation on (date) _____.

Mediation is scheduled for (date) _____.

As of (date) _____, mediation has not been scheduled.

10. Despite the notice and mediation, Defendant has failed to correct this situation and is still in possession of the premises.

11. The Servicemembers Civil Relief Act, 50 U.S.C. App. §501 may apply to a Defendant who is classified active duty as defined in the Act.

Please check all that apply.

To the best of my knowledge, the Defendant is not an active duty member of the Military.

The following Defendant is an active duty member of the Military. Name _____.

I am unable to determine whether the Defendant is an active duty member of the Military. Please attach separate sheet indicating what attempt was made to determine Defendant's military status.

Plaintiff is asking the Court for the following:

A. A Judgment giving Plaintiff possession of the premises.

B. A Writ of Possession directing the Sheriff or Police Officer to:

1. Remove the Defendant from the premises and all persons possessing the premises through the Defendant;
2. Remove from the premises all personal belongings of the Defendant and of any other person; and
3. Put Plaintiff in possession of the premises.

C. Judgment against the Defendant for \$ _____.

In addition, the Court may award additional rent and other charges owed under the rental agreement, damages, court costs, interest and reasonable attorney's fees.

	Signature of Plaintiff/Attorney:
Date:	Print/Type Name:

DECLARATION

I DECLARE UNDER PENALTY OF PERJURY THAT WHAT IS STATED IN THE COMPLAINT IS TRUE AND CORRECT.

Date:	Signature of Declarant:
	Print/Type Name:



In accordance with the Americans with Disabilities Act, and other applicable State and Federal laws, if you require an accommodation for a disability when working with a court program, service, or activity please contact the District Court Administration Office at PHONE NO. _____, FAX _____, or TTY _____ at least ten (10) working days before your proceeding, hearing, or appointment date.