

45 DAY NOTICE TO VACATE PREMISES

To (Tenant's Name): _____

Premises Address: _____

From (Landlord's Name): _____

Landlord's Address: _____

Date of Notice: _____

This is a formal written notice from the Landlord to the Tenant(s) named above to vacate the premises identified above within forty-five (45) days from the date of delivery of this notice, in accordance with the laws of the State of Hawaii.

1. Notice to Vacate

You are hereby required to vacate and surrender possession of the premises on or before the expiration of the forty-five (45) day notice period. Failure to vacate the premises by this deadline may result in legal action to regain possession and recover damages.

2. Reason for Notice

This notice is given for the following reason(s):

- Non-renewal of tenancy agreement.
- Termination of month-to-month tenancy.
- Owner intends to occupy the premises.
- Premises to be sold, demolished, or remodeled.
- Other lawful reasons as permitted under Hawaii state law.

3. Tenant's Obligations

The Tenant shall vacate the premises by the deadline, remove all personal property, return all keys, and leave the premises in clean and rentable condition, subject to normal wear and tear. The Tenant is responsible for payment of all rent and utilities through the date of vacating.

4. Security Deposit

The Landlord will return the Tenant's security deposit pursuant to Hawaii Revised Statutes, subject to lawful deductions for damages, unpaid rent, or other charges permitted by law. An itemized list of any deductions will be provided.

5. Delivery of Possession

Possession of the premises shall be deemed delivered to the Landlord upon return of keys and physical vacancy of the premises. If Tenant fails to deliver possession as required, Landlord may pursue any and all remedies available under Hawaii law.

6. Legal Compliance and Remedies

This Notice is issued in compliance with all applicable federal, state, and local laws, including but not limited to Chapter 521, Hawaii Revised Statutes. Landlord and Tenant agree to comply with all terms herein and understand that failure to do so may result in legal proceedings including eviction actions and claims for damages.

7. Miscellaneous

- a) If any provision of this Notice is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- b) This Notice constitutes the entire agreement between the parties regarding the subject matter herein.
- c) Any amendments or modifications must be in writing and signed by both parties.

LANDLORD'S SIGNATURE

TENANT'S SIGNATURE

Signature: _____

Signature: _____

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