

Resolution

No. 25-147

AUTHORIZING A GRANT OF LEASE OF COUNTY REAL PROPERTY
TO A NĀ HALE KŪPUNA LESSEE (3740 LOWER HONOAPIʻILANI ROAD,
LAHAINA, HAWAIʻI)

WHEREAS, the Nā Hale Kūpuna Project is an affordable housing initiative for low-income senior residents displaced from their housing by the August 2023 Maui Wildfires disaster; and

WHEREAS, the Project is managed by the J. Walter Cameron Center and administered by the County of Maui, Community Development Block Grant Program; and

WHEREAS, a Nā Hale Kūpuna Lessee was displaced by the August 2023 Maui Wildfires and desires to obtain a residential lease from the County of Maui for a condominium unit; and

WHEREAS, the real property that the Nā Hale Kūpuna Lessee desires to lease is described in the proposed Lease Agreement attached as Exhibit "A"; and

WHEREAS, to respect the Nā Hale Kūpuna's privacy, identifying information has been redacted from the Lease Agreement; and

WHEREAS, the form that must be completed by Project applicants is attached as Exhibit "B"; and

WHEREAS, under Section 3.36.090, Maui County Code, the Council may authorize the grant of a lease of County real property by resolution; now therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That, under Section 3.36.090, Maui County Code, the Nā Hale Kūpuna Lessee is granted the right to occupy County real property under the terms described in the proposed Lease Agreement attached as Exhibit "A";

Resolution No. 25-147

2. That the Mayor and Director of Finance are authorized to execute the Lease Agreement and other necessary documents; and
3. That certified copies of this Resolution be transmitted to the Mayor, the Director of Finance, the Director of the Community Development Block Grant Program, and the Executive Director of the J. Walter Cameron Center.

APPROVED AS TO FORM AND LEGALITY:

/s/ Andrew Nelson

ANDREW V. NELSON
Deputy Corporation Counsel
County of Maui
LF 2025-1076
2025-06-24 Reso NHK Program Lease MLT

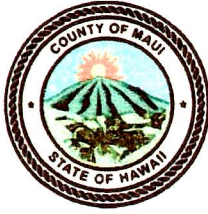


Exhibit "A"

Nā Hale Kupuna

Lease Agreement

This residential Lease Agreement is made this ___ day of _____, ___ between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, as Landlord (hereinafter referred to as "Landlord") and [REDACTED] as Tenant (hereinafter referred to as "Tenant").

We lease to you, and you rent from us the premises, described as follows:

A 0 bedroom, 1 bathroom, dwelling unit designated as [REDACTED], the residence address at 3740 Lower Honoapiilani Rd, Lahaina HI 96761 together with fixtures, accessories, and the following appliances and furniture: Refrigerator, Range, Water Heater, Smoke Alarm(s), and:

Washer/dryer unit

The Lease Agreement is subject to the following terms, conditions, covenants, and agreements:

A. Regulations

This Lease Agreement and your occupancy are governed by the Landlord's program requirements. If any terms or conditions of this Lease Agreement are inconsistent with regulations of this agency, then the agency regulations shall control.

B. Term

This Lease Agreement will begin on August 1, 2025 and will end on July 31, 2026, or until terminated either by you or us as provided in this Lease Agreement.

C. Rent

a. The (use contract rent) initial rent for the premise is \$ [REDACTED] per month.

Starting on: NA, and ending on: NA, your partial contract rent will be \$ NA, your partial rental subsidy amount will be \$ NA, and your partial adjusted rent will be \$ NA.

Starting on: [REDACTED] your contract rent will be \$ [REDACTED] your rental subsidy will be \$ [REDACTED] and your adjusted rent will be \$ [REDACTED]

b. Rent is to be paid by you or on behalf of you to us at:

J. Walter Cameron Center
95 Mahalani Street
Wailuku, Hawaii, 96793

- c. Rent shall be paid, in advance, or before the first day of each month and is late on the sixth day. If rent is not paid before the sixth day, **you will be charged a late rent fee of \$25.00.**
- d. Rent shall be adjusted periodically in accordance with Section D

D. Income Certification and Re-certification & Adjusted Rent

Your eligibility for this rent and any rent adjustments are based on information that you have provided to us regarding your household income, assets, and household size. A re-certification may be requested by the head of household if there is a decrease in household income. You agree that all such information regarding household size, income and assets provided to us is true, complete and correct to the best of your knowledge. You further agree that you have a duty to update information if circumstance change and that failure to provide such information, or providing false or misleading information, will result in the termination of your occupancy and eviction from the premises.

E. Security Deposit

You will pay, in advance of occupying the unit, a security deposit in the amount of \$ [REDACTED] which shall not exceed the contract rent for one (1) month. We may apply the deposit, after you vacate the premises, to repair any loss or damage caused by you or your guest to the premises or development other than normal wear and tear. Also, we may apply the deposit for the payment of rent due and owing from you. Within fourteen (14) days after you vacate the premises, we will repay the security deposit without interest, less any amounts deducted, to you at your forwarding address or such other address as you may designate in writing. At the same time, we will provide you with a written itemized statement describing the reason for and the cost of any deductions from the deposit as per Hawaii law.

F. Utilities

You will pay for telephone service and electric. You are responsible for setting up services with these agencies. These services are not included in your rent. If cable services are currently provided by the Homeowner's Association, you will be responsible for the cable box, remote controls and any applicable rental fees and charges.

G. Use

- a. Only Person(s) named on your Lease Agreement may reside in your unit. You shall use the premises as, and only as, your primary place of residence. You shall not permit any illegal activity or use on the premises.

The premises shall be occupied only by member(s) of your household, consisting of:

[REDACTED] Adults (anyone over 18 years of age) and
[REDACTED] Children (anyone under 18 years of age)

with the following names and no other. You must report any changes to your household composition. You must inform us in writing and receive written approval from us prior to allowing any other person



to reside in the unit or visit, for longer than 7-days, in any 30-day period.

Name	Date of Birth	Social Security #
[REDACTED]		

- b. Project regulations set forth minimum and maximum household sizes. If, as a result of a change in the number of persons in your household, your household size decreases to below the minimum or increases to above the maximum allowed under the regulations for your unit size, we may terminate this lease agreement or, at our option, require that you move to a different-sized unit.

H. Maintenance and Appliances

You shall keep the premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. Refrigerators, Stoves, and Water Heaters are included in the unit. Some units may have a washer and dryer combo, dishwasher, disposal and /or microwave oven in the unit and it may not be repaired or replaced. Contact the Property Management Company to report any repairs to the unit and/or appliances.

If you or your guests cause or permit damage to the premises, you shall be liable for the cost of repair.

I. Remodeling and Alterations

You shall not undertake any remodeling, redecoration, or alteration, including built-in shelving, painting, wallpapering, and window covering, to the premises without receiving prior written approval.

J. Rules

You shall comply with written rules we issue, Na Hale Kupuna’s House Rules and HOA Property House Rules, regarding use of the premises and common areas. Any amendment to the rules shall be effective 30 days after the notice thereof to you. You shall not cause or permit on the premises or common area, excessive noise or any other activity that disturbs the peace and quiet of other residents or neighbors. You shall not cause or permit any activity constituting a nuisance on or about the premises or which adversely affects the health or safety of any person, nor shall you interfere with the management of the premises. By initialing as provided, you acknowledge receipt of a copy of such rules, a copy of which is attached to and made a part of this lease. [REDACTED] (Initials).

Any fines issued for failing to comply with these house rules will be the responsibility of the Tenant and shall be included in your rent statement along with the notice of violation.

K. Sublease or Assignment

You shall not sublease or assign this Lease Agreement or any portion thereof. If you attempt to sublease or assign this Lease Agreement, the Lease Agreement shall be null and void and no right to occupy the premises shall arise from any attempted sublease of assignment.



L. Entry and Inspection

We, or our agent, may enter and inspect the premises after giving reasonable notice to you for the purpose of:

- a. Making necessary or agreed upon repairs.
- b. Inspecting for compliance with the terms of this Lease Agreement.
- c. Showing the premises to prospective lenders, purchasers, residents, contractors, repair workers, or representative from the project.
- d. Performing contracted pest control services.
- e. Conducting annual and any other inspections.

Twenty-four hours or more notice shall be considered reasonable notice for the purpose of entry and inspection. In addition, we, or our agent, may enter the premises without notice, if necessary, in any emergency.

M. Joint Responsibility

At least one member of the household must be 62 years of age or older. Further, you must not be under the care of a parent or guardian to sign this Lease Agreement. You acknowledge that this Lease Agreement is between us and each person executing this lease agreement jointly and individually. In the event of default by anyone, each and every person who executed the Lease Agreement shall be responsible for payment of the total rent stated in Section C or amended by Section D and all other provisions of the Lease Agreement.

N. Hold Harmless and Waiver

Tenant's Personal Property: You agree to keep all your personal property (including your automobile, household furniture, valuables, etc.) in or around your unit or premises at your own risk. The Landlord will not be responsible for loss or damage to your personal property caused by theft, fire, water damage or any other cause.

Injury or Damage Caused to Tenant: The Landlord shall not be responsible for any injuries or damage caused to you, your family, guests or agents while in the unit or on the premises, unless the injury or damage is a direct result of any act or omission on the part of the Landlord in carrying out its responsibilities under the Lease Agreement.

Landlord's Right to Deny Access: You agree that it will be the Landlord's right to deny any and all undesirable person's access to your unit or any part of the premises at any time.

Indemnity: You agree that while you, your family and guests use or live on the premises, the Landlord shall not be held responsible for:

- a. Any kind of damage (including damage to property, personal injury and wrongful death);



- b. Accident or fire on premises;
- c. Any kind of nuisance;
- d. Any failure by you, members of your household or your guests to observe the provisions of the Lease Agreement;
- e. Provided none of the above results from acts or omissions whether intentional or grossly negligent on the part of the Landlord in carrying out Landlord's responsibilities under the Lease Agreement

O. Possession

If we are unable to deliver possession of the premises at the time the Lease Agreement begins, we shall not be liable for any damage caused thereby, nor shall this Lease Agreement be void or voidable, but you shall not be liable for rent until possession is delivered. You may terminate this Lease Agreement by written notice to us if possession is not delivered within three days of the beginning of the terms of this Lease Agreement.

P. Your Obligations

You agree to:

- a. Comply with all obligations imposed upon you by applicable provisions of state and local building codes materially affecting health and safety.
- b. Keep the premises and such other areas, as may be assigned for your exclusive use, in a decent, clean, sanitary, and safe condition and the inside of premises maintained according to acceptable housekeeping standards.
- c. Dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner including Section 4 of the House Rules.
- d. Use only in a reasonable manner and in a manner designed to conserve gas, electricity and water: all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances.
- e. Promptly notify us of the need of repairs to the premises and known unsafe conditions in the common areas and grounds of the project.
- f. Refrain from and cause your household and guests to refrain from destroying, defacing, or removing any part of the premises or project, including placing contact paper, decals, or paint on the premises.
- g. Pay for repairs or damage to the premises, project building, facilities, or common areas that you or your household or guests intentionally or negligently caused.
- h. Conduct yourself and cause other persons who are on the premises with your consent to conduct themselves in a manner which will not disturb neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.



- i. Refrain from any illegal activities.
- j. ASSIGNED PARKING STALL # [REDACTED] Park in assigned parking areas and cause guests to park only in the assigned VISITOR parking and not park in resident parking areas, common driveways or lawn areas, and not block access to other residents or emergency vehicles.
- k. Comply with the written rules described in Section J above.

Q. Our Obligations

We agree to:

- a. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.
- b. Within a reasonable time, make necessary repairs to the premises to keep them in habitable condition.
- c. Keep project building, facilities, and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition.
- d. Maintain in good and safe working order and condition smoke detectors, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by us.

R. Termination and Eviction

- a. You may terminate residency by giving 28 days advanced written notice to us. If you do not give the full 28-day notice, you shall be liable for the rent up to the end of the 28 days from which notice was required, or to the date the unit is re-rented, whichever comes first. You agree to vacate the premises no later than the expiration date of such notice, remove all your personal property, and leave the premises clean and in good repair, normal wear and tear excepted.
- b. We may terminate your residency in the premises, if after the household size certification required by Section D of this Lease Agreement, you no longer meet the occupancy standards for the premises. You shall vacate the premises no longer than sixty days from such receipt of notice of termination.
- c. If the unit you occupy is subject to state or federal rules governing low-income housing tax credits, those eligibility provisions shall govern continued eligibility for occupancy.
- d. We may terminate this Lease Agreement and, if necessary, evict you if:
 - 1. You fail to move out of the premises on or before the effective date of termination given in the notice required in Subsection R-(a) above.
 - 2. You materially breach the terms of this Lease Agreement. A material breach means:
 - (a) Nonpayment of rent or any financial obligation under the Lease Agreement



after expiration of a 5-Day Pay or Quit Notice. or

(b) Four or more late rent payments within any 12-month period received after the fifth day of the month, or four or more lease violations of any kind in any 12-month period.

(c) Failure to reimburse us within 30 days or other reasonable time agreed upon by you and us for repairs required to maintain the premises (Section H of this Lease Agreement), or

(d) A breach resulting in damages to the premises or any other portion of the project, or

(e) A breach which adversely affects the health, safety, or quite enjoyment of any resident or visitor to the premises, or

(f) A breach which interferes with our responsibilities.

(g) Any illegal activities.

3. You fail or refuse to provide the income information upon income certification required by Section D of the lease agreement or intentionally provide false or incomplete information.

(a) Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction. In any eviction we shall have the right to recover reasonable attorney fees and costs in addition to any other judgements.

S. Waiver

Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute, or be construed as a waiver or relinquishment of our right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

T. Additional Lease Provisions

Additional provisions are incorporated and attached to this Lease Agreement as:

- (1) Rules and Regulations/House Rules
- (2) Lease Addendum of Drug and Crime-Free Housing
- (3) Mold/Moisture Disclosure Statement / Mold & Mildew Addendum
- (4) Satellite Dish Installation Form
- (5) Bed Bug Addendum
- (6) No Smoking Addendum
- (7) VAWA- HUD-5382, HUD-5383
- (8) Security Deposit Lease Agreement
- (9) Inspection Reports
 - i. Move-in/Move-out Inspection Report
 - ii. Inspection of Appliances



U. Acknowledgement and Agreement

By signing below, you are acknowledging that you understand and agree to all the terms and conditions of this Lease Agreement. As consideration for your continued fulfillment of the terms and conditions of this lease, we agree that you may, during the effective period of this lease, have and enjoy the use of the premises described above



Tenant

Date

Co-Tenant

Date

COUNTY OF MAUI:

By _____
RICHARD T. BISSEN, JR.
Its Mayor

By _____
MARCY MARTIN
Its Director of Finance

APPROVAL RECOMMENDED:

JOLIE JENKINS
CDBG Program Director

APPROVED AS TO FORM AND LEGALITY:

ANDREW V. NELSON
Deputy Corporation Counsel



For Official Use Only

Housing Application for Nā Hale Kupuna

Please complete this application in its entirety and please print clearly.

Eligibility Requirements

1. Did the Primary APPLICANT occupy a primary residence that was damaged or destroyed by the Maui Wildfire? YES NO
2. Is the Primary APPLICANT 62 years or older? YES NO
3. Is your current gross combined annual household income less than the income limits in Chart A (attach Household Income Sheet)? YES NO

Chart A	
Household Size	*Gross Annual Household Income
1 Person	\$ 69,850
2 Persons	\$ 79,800
3 Persons	\$ 89,800
4 Persons	\$ 99,750
5 Persons	\$107,750

1. ***Annual Income amounts are determined by HUD.**
***Income determinations are applicable for Kahului-Wailuku-Lahaina.**

Primary Applicant Phone Number:

Primary Applicant Email:

A. Applicant Information

PRIMARY APPLICANT			CO-APPLICANT		
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Chose not to respond			<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Chose not to respond		
_____	_____	_____	_____	_____	_____
Last Name	First Name	Middle Initial	Last Name	First Name	Middle Initial
____/____/____	_____	____-XX-____	____/____/____	_____	____-XX-____
Date of Birth		Social Security Number	Date of Birth		Social Security Number
HOUSEHOLD COMPOSITION: Including yourself, how many adults: _____ children: _____					

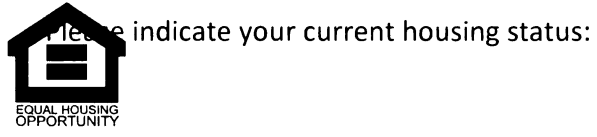


Current Physical Address: _____ House Number, Street, Unit City State Zip code	Current Physical Address: _____ House Number, Street, Unit City State Zip code
Mailing Address (if different) _____ P.O. Box or Street Address City State Zip code	Mailing Address (if different) _____ P.O. Box or Street Address City State Zip code

Employer Name _____ Employer Phone: _____ Employer Contact: _____	Employer Name _____ Employer Phone: _____ Employer Contact: _____
----------------------------------------------------------------------------------	----------------------------------------------------------------------------------

CO-APPLICANT	CO-APPLICANT
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Chose not to respond	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Chose not to respond
_____ Last Name First Name Middle Initial	_____ Last Name First Name Middle Initial
____/____/____ <u>XXX</u> -XX- ____ Date of Birth Social Security Number	____/____/____ <u>XXX</u> -XX- ____ Date of Birth Social Security Number
Current Physical Address: _____ House Number, Street, Unit City State Zip code	Current Physical Address: _____ House Number, Street, Unit City State Zip code
Mailing Address (if different) _____ P.O. Box or Street Address City State Zip code	Mailing Address (if different) _____ P.O. Box or Street Address City State Zip code

Employer Name _____ Employer Phone: _____ Employer Contact: _____	Employer Name _____ Employer Phone: _____ Employer Contact: _____
----------------------------------------------------------------------------------	----------------------------------------------------------------------------------



Rent Temporary Housing Living with Family/Friends Other _____

Have you received notice to vacate your current residence? YES NO

If YES, please provide the date you are required to vacate _____

B. Other Household Member(s) – Minors or Fulltime Students

	Full Legal Name	Relationship to Applicant	Date of Birth	Age	Social Security #	Citizen
1						Y / N
2						Y / N
3						Y / N

C. Real Property

1. **Do you own real property on Maui?** Yes No

IF YES, please provide: _____
Property Address City State Zip Code

Property type: Primary Residence Second Property Vacant Land
 Other. Please describe _____

Property is owned by: Applicant Co-Applicant Other

Did you occupy this property as your primary residence? Yes No

Was the property damaged by the Maui Wildfires to the extent it is not habitable?
 Yes No

2. **Do you own other real property?** Yes No

IF YES, please provide: _____
Property Address City State Zip code

Property type: Primary Residence Second Property Vacant Land
 Other. Please describe _____

Property is owned by: Applicant Co-Applicant Other



Did you occupy this property as your primary residence? Yes No

Was the property damaged by the Maui Wildfires to the extent it is not habitable?
 Yes No

D. Vehicles:

A minimum of one (1) assigned parking stall will be provided as previously determined by the Unit’s Homeowner’s Association. To be eligible for a parking permit, vehicles must be current on vehicle registration, safety check and insurance.

Number of Vehicles in Household: _____

E. Additional Information

- Yes No 1. Do you have a statement from your physician, which requires you to have a handicap accessible unit? (Please complete attached Verification of Disability form)
- Yes No 2. If there are no handicap units available, are you still interested in renting another apartment that is not handicap-accessible?
- Yes No 3. Do you own any pets? If yes, describe (maximum weight is 30lbs).
- Yes No 4. Do you currently possess a HUD rental housing voucher?

F. Criminal History

- Yes No 5. Have you or any member in your household been evicted by court action from any housing?
- Yes No 6. Are any household members subject to lifetime sex offender registration in any state? If yes, which state(s)?
- Yes No 7. Have you or any other member on this application ever been convicted of any offense against the law? (Omit traffic violations and any offense tried in juvenile court.) If yes, list each offense and the date (attach a separate sheet, if necessary):

G. Rental History

Present Landlord:	How Long?
Landlord Address:	Phone Number: () -
Reason for leaving?	



Previous Landlord:	How Long?
Landlord Address:	Phone Number: () -
Reason for leaving?	
Previous Landlord:	How Long?
Landlord Address:	Phone Number: () -
Reason for leaving?	

H. Personal Reference

Name:		Phone Number: () -
Mailing Address:		
Name:		Phone Number: () -
Mailing Address:		
Name:		Phone Number: () -
Mailing Address:		

I. Location Requested

- Lahaina
 Kihei
 Wailuku
 No Preference

J. Accessibility

- Require handicap accessible unit
 Require ground floor unit
 No preference

K. Applicant Certification & Authorization

I hereby certify that my application for Na Hale Kupuna Housing is for a unit to be occupied by me as my primary residence. I further certify that I will NOT maintain a separate subsidized rental unit in another location. I understand that I must pay a security deposit for this unit prior to occupancy.

I understand that the eligibility requirements for the NHK Program and confirm that: 1) I am the applicant and I am age 62 years or older, and 2) my combined household income does not exceed 80% of HUD's annual income determination, and 3) I occupied a primary residence at the time of the Maui



Wildfire, and 4) my primary residence was damaged or destroyed by the Maui Wildfire to the extent it is no longer habitable.

I certify that the information provided is true and correct to the best of my knowledge. I understand that false statements or withholding information from the County of Maui, CDBG Program Office are punishable under Federal law and may lead to cancellation of this application and/or termination of a lease agreement, and/or recapture of grant funds expended.

I hereby authorize the agents of Na Hale Kupuna Project to verify any information contained in the rental application at any time, including but not limited to, verification of residency, employment, income, assets, and landlord references. I understand that this verification process may include obtaining performance/credit reports as well from various consumer reporting agencies and specifically authorizes the agents of Na Hale Kupuna Project to obtain such reports as allowed by the Fair Credit Reporting Act and any information related to criminal activities.

This application is for preliminary screening use only and does not obligate the County of Maui, CDBG Program Office or the agents of Na Hale Kupuna Project to execute a rental agreement or deliver possession of the premises.

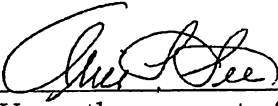
IF THE PROJECT OFFICE IS UNABLE TO CONTACT ME AT THE PHONE NUMBER OR EMAIL PROVIDED, MY APPLICATION WILL BE CANCELED WITHOUT FURTHER NOTICE. I also understand that the Project Office assumes NO responsibility for applications NOT received.

Signature (Primary Applicant)

Date



INTRODUCED BY:



Upon the request of the Mayor.