

**HB-336**

Submitted on: 2/3/2025 1:40:39 PM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By  | Organization        | Testifier Position | Testify                |
|---------------|---------------------|--------------------|------------------------|
| Richard Emery | Hawaii First Realty | Oppose             | Written Testimony Only |

## Comments:

The Department of Health already has the ability to require associations to make repairs for health and safety. Owners already have several dispute mechanisms in the law. The Board has the duty and right to analyze the issue, obtain professional advice, seek bids, evaluate material and warranty, and determine timing. To allow an owner to make repairs to association property is not viable. The proposed compliance timing is unrealistic.

The Bill is too vague and will have unintended consequences.



February 5, 2025

**The Honorable Scot Z. Matayoshi, Chair**

House Committee on Consumer Protection & Commerce  
State Capitol, Conference Room 329 & Videoconference

**RE: House Bill 336, Relating to Condominiums**

**HEARING: Wednesday, February 5, 2025, at 2:00 p.m.**

Aloha Chair Matayoshi, Vice Chair Chun, and Members of the Committee:

My name is Lyndsey Garcia, Director of Advocacy, testifying on behalf of the Hawai'i Association of REALTORS® ("HAR"), the voice of real estate in Hawaii and its over 10,000 members. HAR provides **comments** on House Bill 336, which requires condominium associations to repair defective conditions of common elements that constitute health or safety violations. Allows unit owners to make the repairs at the association's expense.

Under this measure, if an association fails to comply with all applicable building and housing laws materially affecting health and safety, maintain common elements in a clean and safe condition, or make necessary repairs to keep the common elements habitable, a unit owner may take action after providing notice. Depending on the issue, the association must complete repairs within either 3 or 12 business days, provide a reason for any delay, or set a tentative repair date. If the deadline passes, the owner may proceed with repairs without a currently unspecified limit. However, terms like health and safety, habitability, or a clean and safe condition are subjective and may vary among owners, potentially leading to conflict and financial strain on associations if multiple owners initiate repairs independently. Additionally, allowing owners to hire their own contractors raises liability concerns, particularly if the work is faulty or fails to meet building code requirements.

Mahalo for the opportunity to provide testimony on this measure.

**HB-336**

Submitted on: 2/4/2025 8:42:58 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By | Organization   | Testifier Position | Testify                |
|--------------|----------------|--------------------|------------------------|
| Idor Harris  | Honolulu Tower | Oppose             | Written Testimony Only |

## Comments:

Honolulu Tower is a 396 unit condominium located at Beretania and Maunakea Streets, built in 1982. The Board of Directors of the Association of Apartment Owners of Honolulu Tower met on February 3, 2025, and unanimously voted to oppose HB336 and asks you to defer this bill.

Often, it takes time to get a repair done. Experts need to be brought on board, consultants may need to be retained to ascertain the cause of the problem and what repairs may be needed, at times a band aid solution is not what is needed, properties have a list of materials that cannot be used and what materials can, a prime example being cast iron pipes not made from U.S. materials and produced in the United States as others have proved inferior. The requirement in the bill to pick the lowest estimate which at times is not the correct approach. On occasion Honolulu Tower has not picked the lowest estimate because the board believed the bidder(s) did not fully grasp the situation. Sometimes a cheap job has to be redone at a greater cost. Also, the contract reached between the owner and the bidder could well contain provisions that the association cannot agree to, including binding arbitration unless the insurance carrier agrees to it beforehand.

Idor Harris  
Resident Manager



P.O. Box 976  
Honolulu, Hawaii 96808

February 4, 2025

Honorable Scot Z. Matayoshi  
Honorable Cory M. Chun  
Committee on Consumer Protection and Commerce  
415 South Beretania Street  
Honolulu, Hawaii 96813

Re: **HB 336 (Oppose)**

Dear Chair Matayoshi, Vice Chair Chun and Committee Members:

The Community Associations Institute (CAI) is a national and statewide organization of individuals involved in the operation of community associations, including homeowners, directors, managers and business partners of community associations.

As a preliminary matter, CAI appreciates the "spirit" of the bill as far as ensuring that common elements are being repaired in a timely manner. Still, for the following reasons, CAI respectfully opposes HB 336.

**A. This Bill Removes Checks and Balances and Information Gathering From the Decision-Making Process and Will Likely Result in Shoddy Work and Litigation**

As discussed below, it is a dangerous policy to remove checks and balances and information gathering from the decision-making process.

When the Board makes decisions, it is by a vote at a board meeting, where there is a discussion and where other owners may attend and give input. The Board is usually assisted by a managing agent who is a real estate professional and in the case of repairs, may be advised by an architect or engineer. The Board is held to a fiduciary standard and must comply with the requirements of HRS chapter 514B.

Honorable Scot Z. Matayoshi  
Honorable Cory M. Chun  
February 4, 2025  
Page 2

This bill takes all of that away and puts common element repairs in the hands of a rogue unit owner who, in his, her or their sole opinion, decides that a certain common element must be repaired.

Allowing individual owners to "repair" common elements raises concerns about the quality of the repair work. What happens when a unit owner takes it upon themselves to repair a common element, and they do a defective job? What happens when they cause further damage to the common elements? What happens when they only complete half of a repair, and the work they do conceals a greater problem? Furthermore, what happens when said unit owner uses their "uncle" to do the repair work, rather than a licensed, insured professional?

The answer to these questions is: property damage and litigation. The owner who unilaterally performed defective "repairs" or repaired what did not need to be fixed will inevitably find themselves on the wrong end of litigation.

**B. The Three-Day, Seven-Day and Twelve-Day Deadlines Appear to Be Arbitrary**

A state agency issuing a violation notice is rare. However, if a State agency, such as the Department of Health, gives the Association a violation notice, that state agency will issue a deadline to have the condition corrected (i.e., thirty (30) days).

If the State agency gives the Association 30 days to correct the defective condition, then there is no reason to override their protocols with an arbitrary deadline such as three, seven or twelve days.

Moreover, if a condition requires consulting an architect or engineer, review by said professional may not be completed in three, seven or twelve days. Thus, the work may not begin in the time prescribed by these arbitrary deadlines.

These deadlines appear to be arbitrary, not based on reality, and they will likely conflict with the deadline given by the State agency issuing the violation notice, if any.

//

Honorable Scot Z. Matayoshi  
Honorable Cory M. Chun  
February 4, 2025  
Page 3

Thank you for your time and consideration. If you have any questions, I will be available to answer them.

Very truly yours,

/s/ Dallas H. Walker

Dallas H. Walker, Esq.  
The Hawaii Legislative  
Action Committee of the  
Community Associations  
Institute

**HB-336**

Submitted on: 2/4/2025 11:14:25 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By  | Organization                         | Testifier Position | Testify                |
|---------------|--------------------------------------|--------------------|------------------------|
| Mark McKellar | Law Offices of Mark K. McKellar, LLC | Oppose             | Written Testimony Only |

Comments:

Dear Representative Matayoshi, Chair, Representative Chun, Vice Chair, and Members of the Committee:

**I OPPOSE H.B. No. 336 for the reasons set forth below.**

First, the language in this bill appears to have been modeled after HRS Section 521-64 which is a section found in the residential landlord-tenant code. While it may be appropriate for a tenant to make repairs to a dwelling owned by a landlord, it is not appropriate for owners to make repairs to the common elements of a condominium project which are owned by all owners, as tenants in common, especially when those repairs could impact other owners and units.

Second, it is unnecessary to impose statutory duties upon condominium associations to “comply with all applicable building and housing laws materially affecting health and safety” because condominium associations are already required to comply with applicable laws. However, of greater concern is that H.B. No. 336 may subject associations to laws that they are not otherwise required to comply with. H.B. No. 336 could be construed as requiring associations to comply with any “housing laws materially affecting health and safety,” even if those laws were not intended to apply to condominium associations. For example, there are many laws that do not apply retroactively. H.B. No. 336 could make those laws retroactive if they materially affect health and safety. If that occurred, compliance with H.B. No. 336 could cost associations millions of dollars.

Third, imposing statutory duties on associations may expose associations to tort claims. Under the doctrine of negligence per se, it will be extremely easy for plaintiffs to assert claims against associations if associations fail to keep common elements in a clean and safe condition as mandated by statute. The common law on premises liability provides adequate incentives for associations to maintain common elements in a clean and safe condition. Requiring associations

to guarantee the cleanliness and safety of premises will only expose associations to tort claims which may drive up insurance costs and/or expose associations to financial liability which will ultimately drive up maintenance fees.

Fourth, although associations are required by their governing documents to maintain the condominium projects, associations cannot guarantee the condition of the projects or guarantee that all units in a project will be habitable at all times. It may be necessary for owners to vacate their units when projects are repaired. Recently, natural events have occurred, including the storm that hit the state last week and the 2023 fire, that have destroyed units or rendered units uninhabitable. For any number of reasons, it may not be feasible for associations to immediately repair the units. In some instances, it may not be feasible to replace damaged units, e.g., due to rise in sea levels or erosion. Associations require flexibility when dealing with complex problems such as these. When major disasters strike, associations will find it extremely difficult to comply with H.B. No. 336, as well as dealing with all of the effects of the disaster. Associations, like many businesses, currently operate in a very difficult economic environment with limited staff, budgets that have been stretched thin by massive increases in insurance premiums and construction costs, and unit owners that are struggling financially. H.B. No. 336 will exacerbate the problem by subjecting associations to a complex web of requirements that most associations do not have the resources to satisfy.

Fifth, it is an extremely bad idea to give unit owners statutory rights to repair and maintain the common elements of condominium projects. The common elements are owned by all of the unit owners, as tenants in common. Individual owners do not have, and should not be given, the right to repair or maintain the common elements. Associations nearly always have the duty to repair and maintain the common elements, with the exception of limited common elements. Most condominium projects contain numerous buildings with many units. If repairs are not properly performed, units and owners will be adversely affected. It is extremely important that: 1) repairs be performed by contractors with experience in repairing condominium or commercial buildings; 2) contractors have expertise in the work being performed; 3) contractors be licensed and have adequate insurance; 4) contractors be properly vetted; and 5) major work be monitored by experienced design professionals or project managers. Condominium associations are best suited to ensure that repairs are properly performed. If owners with little or no experience in maintaining condominium or commercial buildings are given the right to repair the common elements, the adverse consequences to associations and their members could be severe.

**For the foregoing reasons, I respectfully OPPOSE H.B. No. 336 and urge your Committee to defer this measure.**



Respectfully submitted,

Mark McKellar

**HB-336**

Submitted on: 2/4/2025 3:03:00 PM

Testimony for CPC on 2/5/2025 2:00:00 PM

**LATE**

| Submitted By          | Organization      | Testifier Position | Testify                |
|-----------------------|-------------------|--------------------|------------------------|
| Carol Ohmura Steitzer | AOAO Makiki Manor | Oppose             | Written Testimony Only |

Comments:

As President and on behalf of the Board of Makiki Manor, I Carol Steitzer, oppose the second sentence of this bill. Unit owners should NOT be allowed to make repairs at the association's expense. The protocol should require the owner to notify the manager or management company in writing, or address the Board directly at a board meeting the defective conditions so that proper measures can be taken, such as contacting contractors for bids and allocating funding for the repairs. I strongly request the second sentence be removed.

"Requires condominium associations to repair defective conditions of common elements that constitute health or safety violations. ~~Allows unit owners to make the repairs at the association's expense.~~"

**HB-336**

Submitted on: 2/4/2025 3:17:47 PM

Testimony for CPC on 2/5/2025 2:00:00 PM

**LATE**

| Submitted By  | Organization                             | Testifier Position | Testify                |
|---------------|--|--------------------|------------------------|
| Jane Sugimura | Hawaii Council of Community Associations | Oppose             | Written Testimony Only |

Comments:

Hawaii Council of Community Associations (HCCA) opposes this bill.

The bill as written is vague and ambiguous and we request further discussion on this bill. It is premature to allow an owner to do a repair on the common elements without the knowledge or consent of the owners and the consent of the owner for the expense related to the repair.

Respectfully, we ask for bill 336 to be deferred.

Thank you for allowing the submission of this testimony.

Jane Sugimuar, President Hawaii Council of Community Associations



# HAWAII WORKERS CENTER

**LATE \*Testimony submitted late may not be considered by the Committee for decision making purposes.**

Defending and Respecting the workers of  
Hawaii'i

[hawaiiworkerscenter@gmail.com](mailto:hawaiiworkerscenter@gmail.com) ✉

Mail: P.O. Box 29969, Honolulu, HI 96820 ✉

[hawaiiworkerscenter.org](http://hawaiiworkerscenter.org) 🌐

February 3, 2025

**Executive Board  
Committee**

Rev. Sam Domingo  
*Board Chair*

Mary Ochs  
*Vice Chair*

Dr. Arcelita Imasa  
*Secretary*

Kami Yamamoto  
*Treasurer*

**Board Members**

Yoko Liriano

Nanea Lo

Innocenta  
Sound-Kikku

Ray Catania

Justin Jansen

Leyton Torda

Kami Yamamoto

CJ Johnson

**Executive Director**

Sergio Alcubilla III, Esq.

Hawaii'i State House of Representatives  
Committee on Consumer Protection and Commerce  
Rep. Scot Z. Matayoshi, Chair  
Rep. Cory M. Chun, Vice Chair

**RE: STRONG SUPPORT for H.B. 336 RELATING TO CONDOMINIUMS**

Dear Chair Rep. Matayoshi, Vice-Chair Rep. Chun, and Members of the Committee on Consumer Protection and Commerce.

The Hawaii'i Workers Center (HWC) envisions a Hawaii'i in which all workers are empowered to exercise their right to organize for their social, economic and political well-being.

It is a resource of information, education, training and organizing for Hawaii's workers.

The HWC stands in strong support of H.B. 336 which requires condominium associations to repair defective conditions of common elements that constitute health or safety violations. Allows unit owners to make the repairs at the association's expense.

Repairing defective housing conditions continues to be an issue for both tenants and condominium owners alike. Landlords and condominium owners alike are failing their most basic duties in failing to repair conditions that impacts the health and safety of residents. This bill is a step in the right direction towards addressing this pressing need.

We ask that you please pass and support H.B. 336.

Sincerely,

Sergio Alcubilla  
Executive Director

**HB-336**

Submitted on: 2/3/2025 3:44:51 PM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By  | Organization | Testifier Position | Testify                |
|---------------|--------------|--------------------|------------------------|
| Philip Nerney | Individual   | Oppose             | Written Testimony Only |

Comments:

HB 336 would authorize individual owners to maintain and repair common elements of the association.

That would be a formula for disaster. This is so for two basic reasons.

First, one owner should not be empowered to act on behalf of the whole association. Collective action through elected representatives is the entire premise of condominiums. The proper scope of unilateral action by owners does not extend to affecting the whole.

Second, owners would be unwise in the extreme to consider exercise of the contemplated power because of the overwhelming liability that could befall that owner for resulting damage.

HB 336 seems to be premised on the notion that there is some sort of parallel between condominium law and landlord-tenant law. Those bodies of law are distinct.

Condominium owners are not tenants.

Moreover, HB 336 is vague and ambiguous. Consequently, it is also a formula for substantial litigation. HB 336 does not reflect an even rudimentary appreciation for the actual workings of a condominium association and cannot be reconciled with those workings.

Also, government is empowered to act to vindicate the public interest. Individuals are not. Government has ample authority to address health and safety issues.

There is no evident effort to align the bill with the real world. What if a government agency required correction of a condition in thirty days? Why would an owner be able to demand correction "within three business days"?

There is also a low bidder provision, without commensurate assurance that someone who bids has the millions, or, perhaps, tens or hundreds of millions, of dollars of insurance needed to protect the other owners. Can a licensed person with a pick up truck take on a job which should be performed by a specialty contractor with capacity and expertise?

Things take time for a reason. Capable specialty contractors may be unavailable. Design and/or permitting requirements may be a factor. Electrical, plumbing, HVAC and/or other systems can be notoriously complex.

HB 336 is also premised upon no finding, real or imagined, of a need for such a bill.

HB 336 should be deferred.

**HB-336**

Submitted on: 2/3/2025 5:51:01 PM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By  | Organization | Testifier Position | Testify                |
|---------------|--------------|--------------------|------------------------|
| Jacob Wiencek | Individual   | Oppose             | Written Testimony Only |

Comments:

Aloha Committee Members,

As a condo owner, and director on my condo association's board (where I serve as treasurer), I am *deeply* sympathetic to the plight of owners who are sometimes frustrated at the pace of maintenance in common areas. I believe that there is a reasonable compromise to be reached on this subject.

However, there seem to be too many open questions with this bill. The definition of maintaining clean and open common spaces seems too vague to be effective. The provision regarding an owner conducting their own repair of common spaces seems ripe for trouble. We should avoid this kind of messiness where possible.

Therefore, I respectfully urge this Committee to REJECT this proposal and modify it substantially.

**HB-336**

Submitted on: 2/3/2025 5:59:17 PM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By | Organization | Testifier Position | Testify                   |
|--------------|--------------|--------------------|---------------------------|
| Jeff Sadino  | Individual   | Support            | Written Testimony<br>Only |

Comments:

I support this Bill.

Oftentimes, owners complain of water leaks from above damaging their Unit, but the Association refuses to fix the leak for some reason. This Bill will fix this unnecessary and completely fixable problem.

However, reimbursement to the Owner of only 1 month's maintenance fees seems much too low. Also, some of the timelines seem too short and should allow for more time to approach the problem with a well-reasoned solution or for various parties to dispute any allegations.

Thank you for the opportunity to submit testimony,

Jeff Sadino



**HB-336**

Submitted on: 2/3/2025 6:04:00 PM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By | Organization | Testifier Position | Testify                   |
|--------------|--------------|--------------------|---------------------------|
| Miri Yi      | Individual   | Support            | Written Testimony<br>Only |

Comments:

Aloha Committee Chairs and Members,

Thank you for the opportunity to testify **in strong support** of this bill.

Mahalo,

Miri YI

**HB-336**

Submitted on: 2/4/2025 8:47:26 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By  | Organization | Testifier Position | Testify              |
|---------------|--------------|--------------------|----------------------|
| Greg Misakian | Individual   | Support            | Remotely Via<br>Zoom |

Comments:

While I strongly support the intent of this bill, it needs to be amended to address all common element/common area safety and health issues, not just those impacting an owner's unit, but that impact the common areas that unit owners use, or the roof for example.

Gregory Misakian

**HB-336**

Submitted on: 2/4/2025 8:47:27 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By  | Organization | Testifier Position | Testify                |
|---------------|--------------|--------------------|------------------------|
| lynne matusow | Individual   | Oppose             | Written Testimony Only |

## Comments:

I am the owner occupant of a high rise condominium in downtown Honolulu. I oppose this bill. It takes away the authority of the duly elected board of directors and gives it to any owner who wants to repair a common area under the guise of health or safety violations. Often, what looks like an easy fix is not. The board, its employees who are familiar with the property, its managing agent, who has access to firms which can make the repairs and consult on what the fix looks like and what it actually is are best qualified to do this job. They know what has worked or failed in other properties. They also know what to look at in bids, what is or is not acceptable language, and when to consult the attorney to be sure if something goes awry the association will not be stuck with a huge legal bill.

Please defer this bill.

**HB-336**

Submitted on: 2/4/2025 10:13:34 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By  | Organization | Testifier Position | Testify                |
|---------------|--------------|--------------------|------------------------|
| Elena Arinaga | Individual   | Support            | Written Testimony Only |

## Comments:

Aloha, I support this bill. Due to our Board's long-time neglect of the maintenance of our condominium building, we are now drowning in new and increased maintenance fees in order to keep up with all the long-overdue renovation projects. Our maintenance fee went up 45% from 2024 into 2025, which is a \$700 increase per month.

Please pass a bill that would allow necessary projects to be done sooner so that residents are not drowning in sudden and unexpected fee increases because of long-time neglect.

Mahalo,

Elena Arinaga

3138 Waialae Avenue

Regency Park

THE HOUSE OF REPRESENTATIVES  
THE THIRTY-THIRD LEGISLATURE  
REGULAR SESSION OF 2025

COMMITTEE ON COMMERCE AND CONSUMER PROTECTION

Scot Z. Matayoshi, Chair  
Corey M. Chun, Vice Chair

Hearing  
Wednesday, February 5, 2005, Conference room 329, 2PM

Lourdes Scheibert  
920 Ward Ave  
Honolulu, Hawaii 96814

Offers Comments for HB336 - Unintended Consequences

I believe the intent of HB336 is to address the longstanding issue of deferred maintenance, a problem that has persisted for 50 years due to decisions made by volunteer board directors. However, the new section for 514B does not fully consider its potential ramifications or unintended consequences. For example, if a significant number of complaints from a single condominium building are submitted, will the DPP or another government agency dispatch building inspectors to assess violations? If violations are found, will there be a mandated timeframe for remediation? If not addressed, can the DPP impose fines? Furthermore, if the violations are extensive, could the DPP red-flag the building, effectively halting all sales?

This is just one possible scenario. I believe this new section could override significant portions of the existing 514B document.

Instead, I ask for support in the next legislative session from the **Commerce and Consumer Protection Committee, Chair Scot Z Matayoshi and Vice Chair Cory M. Chun and members for the following proposal.** This proposal would better assist attorneys representing owners harmed by poorly maintained buildings in mediation, arbitration, or litigation.

I am writing to urge support for the proposed amendment to **§514B – Upkeep of Condominium; Conformance with County Ordinances and Codes**. The amendment states:

*"The association shall maintain and operate the property to ensure conformance with all laws, ordinances, and rules, including applicable county permitting requirements and building and fire codes adopted by the county in which the property is located, as well as any supplemental rules enacted by the county."*

**Rationale for the Amendment:**

1. **Developer Compliance (§514B-05):** This amendment aligns with §514B-05, ensuring that condominium associations conform to land use laws just as developers are required to do.
2. **Conformance with Land Use Laws:** Adding this provision to **§514B** reinforces compliance with land use regulations, mirroring the developer's obligations under **§514B-05**.
3. **Fiduciary Duty of the Board of Directors:** This amendment ensures that condominium boards fulfill their fiduciary duty by maintaining the building in the condition in which it was turned over by the developer, preventing the common practice of deferred maintenance.

Additionally, this amendment provides continuity with **my Declaration**, which states:

**(b) Observance of Laws:** Maintain all common elements in a strictly clean and sanitary condition and comply with all laws, ordinances, rules, and regulations, whether existing or future, enacted by any governmental authority applicable to the common elements or their use.

For further context, please refer to **Testimonies SB593/HB376 (2023 Legislative Session)**, which present perspectives from both sides of this issue.

I appreciate your consideration of this important amendment to ensure responsible condominium governance and compliance with all relevant laws.

I will see you next year for support of this proposed amendment.

Sincerely,

Lourdes Scheibert  
Kakaako Condominium Owner

**HB-336**

Submitted on: 2/4/2025 10:50:33 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By     | Organization | Testifier Position | Testify                |
|------------------|--------------|--------------------|------------------------|
| Michael Targgart | Individual   | Oppose             | Written Testimony Only |

Comments:

Dear Representative Matayoshi, Chair, Representative Chun, Vice Chair, and Members of the Committee:

**I OPPOSE H.B. No. 336 for the reasons set forth below.**

First, the language in this bill appears to have been modeled after HRS Section 521-64 which is a section found in the residential landlord-tenant code. While it may be appropriate for a tenant to make repairs to a dwelling owned by a landlord, it is not appropriate for owners to make repairs to the common elements of a condominium project which are owned by all owners, as tenants in common, especially when those repairs could impact other owners and units.

Second, it is unnecessary to impose statutory duties upon condominium associations to “comply with all applicable building and housing laws materially affecting health and safety” because condominium associations are already required to comply with applicable laws. However, of greater concern is that H.B. No. 336 may subject associations to laws that they are not otherwise required to comply with. H.B. No. 336 could be construed as requiring associations to comply with any “housing laws materially affecting health and safety,” even if those laws were not intended to apply to condominium associations. For example, there are many laws that do not apply retroactively. H.B. No. 336 could make those laws retroactive if they materially affect health and safety. If that occurred, compliance with H.B. No. 336 could cost associations millions of dollars.

Third, imposing statutory duties on associations may expose associations to tort claims. Under the doctrine of negligence per se, it will be extremely easy for plaintiffs to assert claims against associations if associations fail to keep common elements in a clean and safe condition as mandated by statute. The common law on premises liability provides adequate incentives for associations to maintain common elements in a clean and safe condition. Requiring associations

to guarantee the cleanliness and safety of premises will only expose associations to tort claims which may drive up insurance costs and/or expose associations to financial liability which will ultimately drive up maintenance fees.

Fourth, although associations are required by their governing documents to maintain the condominium projects, associations cannot guarantee the condition of the projects or guarantee that all units in a project will be habitable at all times. It may be necessary for owners to vacate their units when projects are repaired. Recently, natural events have occurred, including the storm that hit the state last week and the 2023 fire, that have destroyed units or rendered units uninhabitable. For any number of reasons, it may not be feasible for associations to immediately repair the units. In some instances, it may not be feasible to replace damaged units, e.g., due to rise in sea levels or erosion. Associations require flexibility when dealing with complex problems such as these. When major disasters strike, associations will find it extremely difficult to comply with H.B. No. 336, as well as dealing with all of the effects of the disaster. Associations, like many businesses, currently operate in a very difficult economic environment with limited staff, budgets that have been stretched thin by massive increases in insurance premiums and construction costs, and unit owners that are struggling financially. H.B. No. 336 will exacerbate the problem by subjecting associations to a complex web of requirements that most associations do not have the resources to satisfy.

Fifth, it is an extremely bad idea to give unit owners statutory rights to repair and maintain the common elements of condominium projects. The common elements are owned by all of the unit owners, as tenants in common. Individual owners do not have, and should not be given, the right to repair or maintain the common elements. Associations nearly always have the duty to repair and maintain the common elements, with the exception of limited common elements. Most condominium projects contain numerous buildings with many units. If repairs are not properly performed, units and owners will be adversely affected. It is extremely important that: 1) repairs be performed by contractors with experience in repairing condominium or commercial buildings; 2) contractors have expertise in the work being performed; 3) contractors be licensed and have adequate insurance; 4) contractors be properly vetted; and 5) major work be monitored by experienced design professionals or project managers. Condominium associations are best suited to ensure that repairs are properly performed. If owners with little or no experience in maintaining condominium or commercial buildings are given the right to repair the common elements, the adverse consequences to associations and their members could be severe.

**For the foregoing reasons, I respectfully OPPOSE H.B. No. 336 and urge your Committee to defer this measure.**



Respectfully submitted,

michael Targgart

**HB-336**

Submitted on: 2/4/2025 10:50:37 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By  | Organization | Testifier Position | Testify                |
|---------------|--------------|--------------------|------------------------|
| Anne Anderson | Individual   | Oppose             | Written Testimony Only |

Comments:

Dear Representative Matayoshi, Chair, Representative Chun, Vice Chair, and Members of the Committee:

**I OPPOSE H.B. No. 336 for the reasons set forth below.**

First, the language in this bill appears to have been modeled after HRS Section 521-64 which is a section found in the residential landlord-tenant code. While it may be appropriate for a tenant to make repairs to a dwelling owned by a landlord, it is not appropriate for owners to make repairs to the common elements of a condominium project which are owned by all owners, as tenants in common, especially when those repairs could impact other owners and units.

Second, it is unnecessary to impose statutory duties upon condominium associations to “comply with all applicable building and housing laws materially affecting health and safety” because condominium associations are already required to comply with applicable laws. However, of greater concern is that H.B. No. 336 may subject associations to laws that they are not otherwise required to comply with. H.B. No. 336 could be construed as requiring associations to comply with any “housing laws materially affecting health and safety,” even if those laws were not intended to apply to condominium associations. For example, there are many laws that do not apply retroactively. H.B. No. 336 could make those laws retroactive if they materially affect health and safety. If that occurred, compliance with H.B. No. 336 could cost associations millions of dollars.

Third, imposing statutory duties on associations may expose associations to tort claims. Under the doctrine of negligence per se, it will be extremely easy for plaintiffs to assert claims against associations if associations fail to keep common elements in a clean and safe condition as mandated by statute. The common law on premises liability provides adequate incentives for associations to maintain common elements in a clean and safe condition. Requiring associations to guarantee the cleanliness and safety of premises will only expose associations to tort claims which may drive up insurance costs and/or expose associations to financial liability which will ultimately drive up maintenance fees.

Fourth, although associations are required by their governing documents to maintain the condominium projects, associations cannot guarantee the condition of the projects or guarantee that all units in a project will be habitable at all times. It may be necessary for owners to vacate their units when projects are repaired. Recently, natural events have occurred, including the

storm that hit the state last week and the 2023 fire, that have destroyed units or rendered units uninhabitable. For any number of reasons, it may not be feasible for associations to immediately repair the units. In some instances, it may not be feasible to replace damaged units, e.g., due to rise in sea levels or erosion. Associations require flexibility when dealing with complex problems such as these. When major disasters strike, associations will find it extremely difficult to comply with H.B. No. 336, as well as dealing with all of the effects of the disaster. Associations, like many businesses, currently operate in a very difficult economic environment with limited staff, budgets that have been stretched thin by massive increases in insurance premiums and construction costs, and unit owners that are struggling financially. H.B. No. 336 will exacerbate the problem by subjecting associations to a complex web of requirements that most associations do not have the resources to satisfy.

Fifth, it is an extremely bad idea to give unit owners statutory rights to repair and maintain the common elements of condominium projects. The common elements are owned by all of the unit owners, as tenants in common. Individual owners do not have, and should not be given, the right to repair or maintain the common elements. Associations nearly always have the duty to repair and maintain the common elements, with the exception of limited common elements. Most condominium projects contain numerous buildings with many units. If repairs are not properly performed, units and owners will be adversely affected. It is extremely important that: 1) repairs be performed by contractors with experience in repairing condominium or commercial buildings; 2) contractors have expertise in the work being performed; 3) contractors be licensed and have adequate insurance; 4) contractors be properly vetted; and 5) major work be monitored by experienced design professionals or project managers. Condominium associations are best suited to ensure that repairs are properly performed. If owners with little or no experience in maintaining condominium or commercial buildings are given the right to repair the common elements, the adverse consequences to associations and their members could be severe.

**For the foregoing reasons, I respectfully OPPOSE H.B. No. 336 and urge your Committee to defer this measure.**

Respectfully submitted,

Anne Anderson

**HB-336**

Submitted on: 2/4/2025 10:51:53 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By | Organization | Testifier Position | Testify                |
|--------------|--------------|--------------------|------------------------|
| Julie Wassel | Individual   | Oppose             | Written Testimony Only |

Comments:

Dear Representative Matayoshi, Chair, Representative Chun, Vice Chair, and Members of the Committee:

**I OPPOSE H.B. No. 336 for the reasons set forth below.**

First, the language in this bill appears to have been modeled after HRS Section 521-64 which is a section found in the residential landlord-tenant code. While it may be appropriate for a tenant to make repairs to a dwelling owned by a landlord, it is not appropriate for owners to make repairs to the common elements of a condominium project which are owned by all owners, as tenants in common, especially when those repairs could impact other owners and units.

Second, it is unnecessary to impose statutory duties upon condominium associations to “comply with all applicable building and housing laws materially affecting health and safety” because condominium associations are already required to comply with applicable laws. However, of greater concern is that H.B. No. 336 may subject associations to laws that they are not otherwise required to comply with. H.B. No. 336 could be construed as requiring associations to comply with any “housing laws materially affecting health and safety,” even if those laws were not intended to apply to condominium associations. For example, there are many laws that do not apply retroactively. H.B. No. 336 could make those laws retroactive if they materially affect health and safety. If that occurred, compliance with H.B. No. 336 could cost associations millions of dollars.

Third, imposing statutory duties on associations may expose associations to tort claims. Under the doctrine of negligence per se, it will be extremely easy for plaintiffs to assert claims against associations if associations fail to keep common elements in a clean and safe condition as mandated by statute. The common law on premises liability provides adequate incentives for associations to maintain common elements in a clean and safe condition. Requiring associations

to guarantee the cleanliness and safety of premises will only expose associations to tort claims which may drive up insurance costs and/or expose associations to financial liability which will ultimately drive up maintenance fees.

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**For the foregoing reasons, I respectfully OPPOSE H.B. No. 336 and urge your Committee to defer this measure.**

Respectfully submitted,

Julie Wassel

**HB-336**

Submitted on: 2/4/2025 10:54:46 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By       | Organization | Testifier Position | Testify                   |
|--------------------|--------------|--------------------|---------------------------|
| Mike Golojuch, Sr. | Individual   | Oppose             | Written Testimony<br>Only |

Comments:

Our association opposes HB336 since we are already required to maintain all common area safety and health issues. Please defer this bill.

Mike Golojuch, Sr., President, Palehua Townhouse Association

**HB-336**

Submitted on: 2/4/2025 10:59:15 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By | Organization | Testifier Position | Testify                |
|--------------|--------------|--------------------|------------------------|
| Joe M Taylor | Individual   | Oppose             | Written Testimony Only |

Comments:

Dear Representative Matayoshi, Chair, Representative Chun, Vice Chair, and Members of the Committee:

**I OPPOSE H.B. No. 336 for the reasons set forth below.**

First, the language in this bill appears to have been modeled after HRS Section 521-64 which is a section found in the residential landlord-tenant code. While it may be appropriate for a tenant to make repairs to a dwelling owned by a landlord, it is not appropriate for owners to make repairs to the common elements of a condominium project which are owned by all owners, as tenants in common, especially when those repairs could impact other owners and units.

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**For the foregoing reasons, I respectfully OPPOSE H.B. No. 336 and urge your Committee to defer this measure.**

Respectfully submitted,

Joe Taylor

**HB-336**

Submitted on: 2/4/2025 11:01:01 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By      | Organization | Testifier Position | Testify                |
|-------------------|--------------|--------------------|------------------------|
| Lance S. Fujisaki | Individual   | Oppose             | Written Testimony Only |

Comments:

Dear Representative Matayoshi, Chair, Representative Chun, Vice Chair, and Members of the Committee:

I OPPOSE H.B. No. 336 for the reasons set forth below.

First, the language in this bill appears to have been modeled after HRS Section 521-64 which is a section found in the residential landlord-tenant code. While it may be appropriate for a tenant to make repairs to a dwelling owned by a landlord, it is not appropriate for owners to make repairs to the common elements of a condominium project which are owned by all owners, as tenants in common, especially when those repairs could impact other owners and units.

Second, it is unnecessary to impose statutory duties upon condominium associations to "comply with all applicable building and housing laws materially affecting health and safety" because condominium associations are already required to comply with applicable laws. However, of greater concern is that H.B. No. 336 may subject associations to laws that they are not otherwise required to comply with. H.B. No. 336 could be construed as requiring associations to comply with any "housing laws materially affecting health and safety," even if those laws were not intended to apply to condominium associations. For example, there are many laws that do not apply retroactively. H.B. No. 336 could make those laws retroactive if they materially affect health and safety. If that occurred, compliance with H.B. No. 336 could cost associations millions of dollars.

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their units when projects are repaired. Recently, natural events have occurred, including the storm that hit the state last week and the 2023 fire, that have destroyed units or rendered units uninhabitable. For any number of reasons, it may not be feasible for associations to immediately repair the units. In some instances, it may not be feasible to replace damaged units, e.g., due to rise in sea levels or erosion. Associations require flexibility when dealing with complex problems such as these. When major disasters strike, associations will find it extremely difficult to comply with H.B. No. 336, as well as dealing with all of the effects of the disaster. Associations, like many businesses, currently operate in a very difficult economic environment with limited staff, budgets that have been stretched thin by massive increases in insurance premiums and construction costs, and unit owners that are struggling financially. H.B. No. 336 will exacerbate the problem by subjecting associations to a complex web of requirements that most associations do not have the resources to satisfy.

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For the foregoing reasons, I respectfully OPPOSE H.B. No. 336 and urge your Committee to defer this measure.

Respectfully submitted,

Lance Fujisaki

**HB-336**

Submitted on: 2/4/2025 11:32:27 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By | Organization | Testifier Position | Testify                   |
|--------------|--------------|--------------------|---------------------------|
| Larry Alfrey | Individual   | Oppose             | Written Testimony<br>Only |

Comments:

I support the idea that condo associations **fix health & safety violations** in common areas...

but I do NOT SUPPORT allowing unit owners to do so at the association's expense.

That would create a free for all and one BIG mess, no continuity, and decrease property value. Repairs should remain with the board and be directed by them, our elected representatives.

Larry Alfrey

Downtown Honolulu

**HB-336**

Submitted on: 2/4/2025 11:54:23 AM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By | Organization | Testifier Position | Testify                |
|--------------|--------------|--------------------|------------------------|
| mary freeman | Individual   | Oppose             | Written Testimony Only |

Comments:

Dear Representative Matayoshi, Chair, Representative Chun, Vice Chair, and Members of the Committee:

**I OPPOSE H.B. No. 336 for the reasons set forth below.**

First, the language in this bill appears to have been modeled after HRS Section 521-64 which is a section found in the residential landlord-tenant code. While it may be appropriate for a tenant to make repairs to a dwelling owned by a landlord, it is not appropriate for owners to make repairs to the common elements of a condominium project which are owned by all owners, as tenants in common, especially when those repairs could impact other owners and units.

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**For the foregoing reasons, I respectfully OPPOSE H.B. No. 336 and urge your Committee to defer this measure.**

Respectfully submitted,

Mary Freeman

Ewa Beach



Dear Representative Matayoshi, Chair, Representative Chun, Vice Chair, and Members of the Committee:

**I OPPOSE H.B. No. 336 for the reasons set forth below.**

First, the language in this bill appears to have been modeled after HRS Section 521-64 which is a section found in the residential landlord-tenant code. While it may be appropriate for a tenant to make repairs to a dwelling owned by a landlord, it is not appropriate for owners to make repairs to the common elements of a condominium project which are owned by all owners, as tenants in common, especially when those repairs could impact other owners and units.

Second, it is unnecessary to impose statutory duties upon condominium associations to “comply with all applicable building and housing laws materially affecting health and safety” because condominium associations are already required to comply with applicable laws. However, of greater concern is that H.B. No. 336 may subject associations to laws that they are not otherwise required to comply with. H.B. No. 336 could be construed as requiring associations to comply with any “housing laws materially affecting health and safety,” even if those laws were not intended to apply to condominium associations. For example, there are many laws that do not apply retroactively. H.B. No. 336 could make those laws retroactive if they materially affect health and safety. If that occurred, compliance with H.B. No. 336 could cost associations millions of dollars.

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do not have the resources to satisfy.

Fifth, it is an extremely bad idea to give unit owners statutory rights to repair and maintain the common elements of condominium projects. The common elements are owned by all of the unit owners, as tenants in common. Individual owners do not have, and should not be given, the right to repair or maintain the common elements. Associations nearly always have the duty to repair and maintain the common elements, with the exception of limited common elements. Most condominium projects contain numerous buildings with many units. If repairs are not properly performed, units and owners will be adversely affected. It is extremely important that: 1) repairs be performed by contractors with experience in repairing condominium or commercial buildings; 2) contractors have expertise in the work being performed; 3) contractors be licensed and have adequate insurance; 4) contractors be properly vetted; and 5) major work be monitored by experienced design professionals or project managers. Condominium associations are best suited to ensure that repairs are properly performed. If owners with little or no experience in maintaining condominium or commercial buildings are given the right to repair the common elements, the adverse consequences to associations and their members could be severe.

**For the foregoing reasons, I respectfully OPPOSE H.B. No. 336 and urge your Committee to defer this measure.**

Respectfully submitted,

*Pamela J. Schell*

**HB-336**

Submitted on: 2/4/2025 12:12:37 PM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By | Organization | Testifier Position | Testify                |
|--------------|--------------|--------------------|------------------------|
| Eva Calcagno | Individual   | Oppose             | Written Testimony Only |

## Comments:

Thank you for reviewing my comments. I am currently the Board President of the White Sands Village AOA in Kailua Kona. I oppose HB336 for two particular reasons. First, under no circumstances should Owners conduct repairs or modifications to Common Elements that are the responsibility of the Association and belong to all Owners. This work should be done by reputable, licensed and insured contractors, not well-intentioned hobbyists. We recently had an instance in which an owner damaged a common element, his lanai wall. He decided to attempt repairs himself rather than report it and wait for the AOA to repair it. He ended up creating more damage that then required emergency repairs by the AOA. Because Associations are liable for common areas and the safety of common elements, we need to be assured that any modifications and repairs are done correctly, permitted, and the work is guaranteed by a reputable contractor.

The second area with which I disagree is the requirement for Associations to ensure that all units are habitable at all times. There are circumstances that make that impossible, for example when damage occurs due to earthquakes, wind storms, or flooding. We will attempt to repair damages as soon as we can, but finding contractors to do work in the best of times is difficult; following emergency or disaster situations it would be impossible. And procuring needed materials would also be extremely difficult.

This bill seems to make more problems than it solves. Please reject it. Thank you.

**HB-336**

Submitted on: 2/4/2025 12:29:26 PM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By  | Organization | Testifier Position | Testify                |
|---------------|--------------|--------------------|------------------------|
| Frank Emanuel | Individual   | Oppose             | Written Testimony Only |

Comments:

Dear Representative Matayoshi, Chair, Representative Chun, Vice Chair, and Members of the Committee:

**I OPPOSE H.B. No. 336 for the reasons set forth below.**

First, the language in this bill appears to have been modeled after HRS Section 521-64 which is a section found in the residential landlord-tenant code. While it may be appropriate for a tenant to make repairs to a dwelling owned by a landlord, it is not appropriate for owners to make repairs to the common elements of a condominium project which are owned by all owners, as tenants in common, especially when those repairs could impact other owners and units.

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**For the foregoing reasons, I respectfully OPPOSE H.B. No. 336 and urge your Committee to defer this measure.**

Respectfully submitted,

Frank Emanuel

**LATE**

**HB-336**

Submitted on: 2/4/2025 3:27:30 PM

Testimony for CPC on 2/5/2025 2:00:00 PM

| Submitted By  | Organization | Testifier Position | Testify                |
|---------------|--------------|--------------------|------------------------|
| Raelene Tenno | Individual   | Oppose             | Written Testimony Only |

Comments:

Oppose

As a condo owner since 1990, I oppose HB336 as it opens the door for any owner to do what they want in the common elements.

The expenditure of money has a process that even the board members need to follow and if it is a Health and Safety issue, they take it seriously to handle the necessary expenditure.

This bill needs further discussion and respectfully request bill 336 be deferred for this session.

Thank you for allowing submission of this testimony.

Raelene Tenno, Condo Owner since 1990