

NO. 24133

IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAII

GEORGE S. ENDO and LANG N. ENDO, Plaintiffs-Appellees, v.
DANIELLE J. K. SANDOBAL, Defendant-Appellant,
and CARRI ANN K. BRAGG, Defendant

APPEAL FROM THE DISTRICT COURT OF THE FIRST CIRCUIT
(CIV. NO. 1RC00-7735)

SUMMARY DISPOSITION ORDER

(By: Burns, C.J., Lim and Foley, JJ.)

Upon a review of the record, we summarily affirm the Amended Judgment entered on May 3, 2001, in the District Court of the First Circuit, District Judge Barbara Richardson presiding, which ordered Defendant-Appellant Danielle J. K. Sandobal (Sandobal) to pay to Plaintiffs-Appellees George S. Endo and Lang N. Endo (the Endos) the principal amount of \$2,450.13, including costs of court and sheriff's fee and mileage for a total amount of \$2,580.88.

Sandobal and Defendant Carri Ann K. Bragg (Bragg) were tenants in a single-family dwelling in Kailua on O'ahu. The Endos were the landlords. The term of the lease was from September 8, 1996, through June 25, 2000.

When Bragg and Sandobal vacated the premises, they allegedly failed to satisfy their contractual obligation to leave the unit "in the same condition" it was in when they moved in

"except for normal wear and tear." On November 24, 2000, the Endos, *pro se*, filed a complaint asking for judgment in the amount of \$3,800.13¹ plus costs and interest.

After trial on January 18, 2001, Judge Richardson decided in favor of the Endos and, after a rehearing, in an Amended Judgment entered on May 3, 2001, awarded the principal amount of \$2,450.13, plus costs and sheriff's fee and mileage, for a total of \$2,580.88.

The following are two relevant sections of the Hawaii Revised Statutes (HRS) (1993):

§521-51. Tenant to maintain dwelling unit. Each tenant shall at all times during the tenancy:

. . . .

- (6) Not permit any person on the premises with the tenant's permission to wilfully destroy, deface, damage, impair, or remove any part of the premises which include the dwelling unit or the facilities, equipment, or appurtenances thereto, nor oneself do any such thing;
- (7) Keep the dwelling unit and all facilities, appliances, furniture, and furnishings supplied therein by the landlord in fit condition, reasonable wear and tear excepted; and
- (8) Comply with all obligations, restrictions, rules, and the like which are in accordance with section 521-52 and which the landlord can demonstrate are reasonably necessary for the preservation of the property and protection of the persons of the landlord, other tenants, or any other person.

¹ The components of this \$3,800.13 amount are as follows:

House Cleaning	\$ 383.73
Yard Cleaning	80.00
Labor Cost Only - Replacement of Water Heater	100.00
Contractor - Labor, Materials	2,800.00
Painting	1,250.00
Hardware Supplies	<u>436.40</u>
Sub-total	\$5,050.13
Less Security Deposit	<u>\$1,250.00</u>
Total	\$3,800.13

§521-55. Tenant's responsibility to inform landlord. Any defective condition of the premises which comes to the tenant's attention, which the tenant has reason to believe is unknown to the landlord, and which the tenant has reason to believe is the duty of the landlord or of another tenant to repair, shall be reported by the tenant to the landlord as soon as practicable.

Sandobal testified that damage to the kitchen countertop occurred in December 1996 and was caused by a former roommate who, out of anger, cracked the counter with a hammer. At Sandobal's request, her grandfather attempted to repair it. Sandobal's attorney posed the following question to Sandobal: "Other than that one portion of countertop, was any other part of the kitchen damaged beyond normal wear and tear while you lived there?" Sandobal answered, "Just the side panel of the countertop." Additionally, there is evidence of other damages, such as to screen doors, front door, window screens, window sills, kitchen countertop, stained walls and doors, garage door and springs, an unreported leak under the master bathroom sink with damage to the vanity cabinet board, floor side moldings, pipe, wall, and seal, unreported damage to the garage wall from stored items, and unreported water heater leakage resulting in water damage to the garage that also occurred during her tenancy and evidence that Sandobal neither remedied the damages nor informed the Endos of the defective conditions as required by HRS § 521-55.

In accordance with Hawai'i Rules of Appellate Procedure Rule 35, and after carefully reviewing the record and the briefs

submitted by the parties, and duly considering and analyzing the law relevant to the arguments and issues raised by the parties,

IT IS HEREBY ORDERED that the Amended Judgment from which the appeal is taken, filed on May 3, 2001, is affirmed.

DATED: Honolulu, Hawai'i, September 24, 2002.

On the briefs:

Michael P. Kalish
for Defendant-Appellant.

Chief Judge

George S. Endo and
Lang N. Endo,
Plaintiffs-Appellees, *pro se*.

Associate Judge

Associate Judge