

State of Hawaii

August 2023

Real Estate Commission Bulletin



Advertising

Still one of the most frequently queried topics received by the Real Estate Branch is advertising.

First, laws and rules which address advertising for real estate licensees apply to all forms of advertising, whether it is in publications such as newspapers, magazines, or business cards, signage, stationery, websites, and social media accounts such as Instagram, Facebook (including Facebook Marketplace), or TikTok, etc.

Abbreviations? Only brokerage firms may abbreviate its legal name, and this is limited to abbreviating "Incorporated," "Corporation," "Limited," "General Partnership," "Limited Partnership," "Limited Liability Company," or "Limited Liability Partnership" from the licensed legal name. For example, Aloha Rainbow Realty, Incorporated may advertise as Aloha Rainbow Realty, Inc.

Trade names? Trade names are allowed but only ONE trade name for an entity (Partnership, Corporation, Limited Liability Company, or Limited Liability Partnership) or sole proprietor. Trade names must be registered with BREG and must also be registered with the Commission. The advertising rules state that a brokerage firm may use "dba" (doing business as) in conjunction with the licensed name and a trade name. So, Aloha Rainbow Realty, Inc. dba Aloha Rainbow Realty is acceptable. For entities or sole proprietors, advertising may be in either the name of the brokerage or the trade name.

Trade names may be used only by brokerages and sole proprietors. A real estate salesperson or broker may not use a trade name.

(cont. page 2)

contents

Advertising
(1, 2, 4)

The Chair's Message
(3)

Commission Issues a
Non-Binding Interpretation
Regarding High School
Diploma Requirement
(4)

CORE A: 2023 - 2024 -
"3-D Rules: Disclose, Disclose,
Disclose!"
(4)

New Change Principal Broker
Change Form
(5, 6)

Administrative Actions
(7 - 12)

Statutory/Rule Violations
(12, 13)

CONDO HAWAII
Mandated Fire Safety
Improvements: Impacts on
Residential Condominium
Property Insurance
(And How This Effects the Real
Estate Licensee)
(14)

Prelicense Schools/
Continuing Education Providers
(15)

Real Estate Commission
Meeting Schedule
(16)



Advertising (cont. from page 1)

A “license name” is allowed for all licensees. The licensee’s legal name is registered with the Commission. A licensee may also select a “license name” by including his or her nickname, initials, and the legal surname. Advertising may be in the legal name or license name of the licensee.

Real estate licensees CANNOT advertise using “For Sale by Owner,” “For Rent by Owner,” “For Lease by Owner,” or “For Exchange by Owner.” In addition, you must spell out the word “Leasehold” in all advertisements selling a leasehold property. No abbreviations may be made for leasehold.

The next section is probably the most asked-about portion of the advertising rules, HAR section 16-99-11(e)(1), (2), (3).

“ALL advertising and promotional materials that refer to the individual licensee’s name, including but not limited to business cards, SHALL: (emphasis added)

1. Include the licensee’s legal name, name as licensed by the Commission, or sole proprietor’s trade name
2. Identify the name of the licensee’s associating or employing brokerage firm, and
3. Specify that the licensee is a broker (B), or salesperson (S), or if a current member of the Hawaii Association of REALTORS®, Realtor (R) or Realtor-Associate (RA).”

Pete Aloha (B)
Aloha Rainbow Realty, Inc.

Peter B. Aloha Realtor
Aloha Rainbow Realty

Pete Aloha (R)
Aloha Rainbow Realty, Inc.

Pete Aloha, Broker
Aloha Rainbow Realty, Inc. dba
Aloha Rainbow Realty

All of the above are correct according to the advertising rules.

Pursuant to HAR section 16-99-11 (f), “If the address of any unregistered place of business is included in advertising materials, then the street address of the principal place of business or the branch office, as the case may be, shall be included and respectively identified as such.”

When would this rule apply? If a brokerage firm’s principal place of business is located on Oahu, and they open a branch office on Oahu, the brokerage has the option to either register or not register the branch office. Let’s say they choose to not register the Oahu branch office. In reading the above rule, if the address of this unregistered branch office is used in an ad, then the address of the principal place of business must also appear in the ad and must be identified as the address of the principal place of business.

Additionally, pursuant to HAR §16-99-5.2 (3), any advertisements on an island different from that of the principal place of business shall disclose the name of the brokerage firm and the address and phone number of the principal place of business.

Note that although the advertising rules do not specifically mention the use of website addresses or telephone numbers, you must remember that when a consumer goes to your website, the website is considered advertising. Be sure the required advertising information is included on each screen. Because individual screens may be printed, the consumer should be confident that when printing out information he or she has come across on the internet, that the information is compliant with all applicable laws and rules.

The Chair's Message

Aloha kakou,

How many times have you heard the statement, "Hawaii is a small place"? You probably heard it many times in varying situations and differing contexts. Sometimes positive. Sometimes negative. A phrase with no right or wrong justification just diversified perspectives. This statement's most recognized use refers to our densely populated small island state and its residents who run into each other frequently. Being on a "little rock", whether we plan for it or not, we cross paths with our clients, our colleagues, and our competition all the time. Somehow, somewhere, so-and-so knows you or knows of you and vice versa.

For example, somebody's Aunty learns about her second niece's son selling Grandpa's third cousin's house. If her grandnephew does a superb job, we never hear about it. If her grandnephew does a poor job, Aunty exclaims to the entire family and then some about how "junk" he was, and, unfortunately for him, we all hear about it. In Hawaii, it is common for praises to be mentioned discreetly while faux pas are broadcast widely and loudly.

As the Commission is trying to help licensees win praise, not criticism, we are diligently working to improve our industry's professionalism. We are keenly aware that "Hawaii is a small place." We are proactively and continuously minimizing licensees' blunders through enforcement and education. Whether big or small, made by Brokers or salespeople, there will be no discrimination in reaching this objective - eliminate licensees' mistakes and gain consumers' confidence. Licensees can help by conducting their business with integrity.

By minimizing mistakes and demonstrating integrity we are off to a promising start. To further help our efforts may I respectfully suggest you incorporate three straightforward business practices daily - communicate, cooperate, and collaborate.

The number one complaint we receive is the lack of communication between a licensee and a client. Clients complain they do not hear from their agents nor can they get ahold of them. The consumers simply ask to be kept informed throughout the transaction. With today's many methods of communication, there is no excuse to not communicate, therefore, communicate, communicate, communicate. Besides, "Hawaii is a small place" and if you want a long career in real estate it would be best for you to avoid the wrath of Aunty.

Running a close second in the complaint department is a lack of cooperation between the salesperson and their Broker. Hard to believe but true. The current landscape within our industry has some agents shifting from one company to another to another in a short period of time. Complaints allege Brokers do not cooperate and sign change forms in a timely manner. Brokers, this behavior is unacceptable. Our industry is dynamic and personnel changes are inevitable, hence, cooperate, cooperate, cooperate. Besides, "Hawaii is a small place", so cooperate for that agent may return to your brokerage again one day.

And, finally, would you believe some licensees do not get along with other licensees? The finger-pointing gets out of hand, they cannot work together, and complaints are filed against colleagues for a lack of collaboration. Hmm...work together for a short period of time, close a transaction, and get paid. This is a no-brainer - collaborate, collaborate, collaborate. Besides, "Hawaii is a small place", you will probably work with your competition again and sell another piece of our "little rock" so learn to work together.

Hawaii may be small but it is a great place with even greater people. Accept the fact that our unique island heritage makes us special. Let's help each other and communicate, cooperate, and collaborate. Always try to live with pono and always treat one another respectfully.

Wishing you all the best



Derrick Yamane, Chair
Hawaii Real Estate Commission



Advertising (cont. from page 4)

There are other rules that apply to advertising by real estate licensees but they fall under the “conduct” section, HAR 16-99-3(i). (l).

- (i) The brokerage firm shall not submit or advertise property without written authorization, and in any offering the price quoted shall not be other than that agreed upon with the owner as the offering price.
- (l) A licensee shall not place any sign or advertisement indicating a property is for sale, rent, lease, or exchange without the written authorization of the owner or seller and approval of the principal broker or broker-in-charge

What are the specific LAWS that are relevant to advertising? Refer to Hawaii Revised Statutes, section 467-14(3), which states your license may be revoked, suspended, or fined for “Pursuing a continued and flagrant course of misrepresentation, or making of false promises through advertising or otherwise; . . .”

Commission Issues a Non-Binding Interpretation Regarding High School Diploma Requirement

The Real Estate Commission received a written request for a non-binding interpretation regarding the “high school diploma or its equivalent” prerequisite for licensing examination. The requestor, who previously acquired a Federal Aviation Administration license, Hawaii Motorcycle Mechanic License, and a United States Coast Guard Master Captain’s license, requested professional experiences and certifications be deemed equivalent to a high school diploma.

The Real Estate Commission, at its June 23, 2023, monthly meeting, reviewed the request submitted for a non-binding interpretation regarding the high school diploma requirement and affirmed the requested equivalency as submitted does not meet the requirements of the statute:

Hawaii Revised Statute (“HRS”) §467-9.5 Prerequisites for examination.

- (a) No individual shall be eligible for the licensing examination unless the individual:
 - (1) Is a United States citizen, a United States national, or an alien authorized to work in the United States;
 - (2) Is of the age of majority;
 - (3) Has earned a high school diploma or its equivalent;

Further, it was unanimously concluded that the Commission does not have the authority or subject matter expertise to determine whether the professional experience presented for consideration satisfy the equivalent requirement mandated by HRS §467-9.5(a)(3).

NOTE: An informal interpretation is for informational and explanatory purposes only, is not an official opinion or decision, and therefore, is not to be viewed as binding upon the Commission or the Department of Commerce and Consumer Affairs. It is subject to change without notice, and subject to any future statutory or rule amendments.

CORE A: 2023 - 2024 - “3-D Rules: Disclose, Disclose, Disclose!”

The Commission’s mandatory course, Core A, “3-D Rules: Disclose, Disclose, Disclose!”, is currently being offered by Commission-approved Hawaii continuation education providers. Included in Core A are the 2023 real estate-related legislative updates. For the most up-to-date information on this new legislation, it is recommended to complete Core A in the first year of the biennium (now!), and Core B in the second year of the biennium.

Remember, both Core A and Core B courses must be completed in order to receive continuing education credit. If only one core course is completed, the licensee will not receive any core course credit.

New Change Principal Broker Change Form

Did you know that there is a new and improved CHANGE PRINCIPAL BROKER CHANGE FORM? Be sure you are using this new form if a brokerage is changing its principal broker. Please visit our website at www.hawaii.gov/hirec and visit our "Forms" section.

<p>• CHANGE FORM - CHANGE ENTITY PRINCIPAL BROKER Access this form via website at: www.hawaii.gov/hirec • Form is 3 pages. Original Signature(s) REQUIRED! • Submit ORIGINALS only - FAX and PHOTOCOPIES will not be accepted. • Use fillable feature or print in BLUE or BLACK INK ONLY. READ instructions carefully. • Submit \$10.00 Fee</p>		<p>Mail to: REAL ESTATE COMMISSION DCCA, PVL Licensing Branch P.O. Box 3469 Honolulu, HI 96801</p> <p>or</p> <p>Deliver to: 335 Merchant St., Room 301 Honolulu, HI 96813</p>
<p>Section 1 Instructions:</p> <ul style="list-style-type: none"> Complete Section 1 below 		
<p>SECTION 1- ENTITY</p>		
Legal Name of Entity:	License Number:	
Trade Name (if applicable):	Phone Number:	
Mailing Address:	Email:	
City	State	Zip Code
<p>Section 2 Instructions:</p> <ul style="list-style-type: none"> The FORMER PB must complete and sign Section 2 If the FORMER PB will become a Real Estate Broker-Salesperson (RBS) or Broker-in-Charge (BIC) within the entity identified in Section 1, select the appropriate box. If the FORMER PB is being appointed BIC there is an additional \$10 fee that needs to be included with the Change Form. If the FORMER PB is going inactive, mark the "Inactivate License" box If the FORMER PB is going to another brokerage, mark the "Change Broker" box and the former PB's new PB completes/signs Section 2a. <p> <input type="checkbox"/> RBS <input type="checkbox"/> BIC (Additional \$10) <input type="checkbox"/> Inactivate License <input type="checkbox"/> Change Broker </p>		
<p>SECTION 2 -FORMER PRINCIPAL BROKER</p>		
Legal Name of Individual:	License Number:	
Mailing Address:	Phone Number:	
City	State	Zip Code
Date Released:	Email:	
<p>_____ SIGNATURE of DEPARTING Principal Broker.</p>		
<p>Section 2a Instructions:</p> <ul style="list-style-type: none"> If the DEPARTING PB is going to another brokerage, the departing PB's new PB completes/signs Section 2a. 		
<p>SECTION 2a FORMER PRINCIPAL BROKER - CHANGE BROKER</p>		
Legal Name of Hiring PB:	License Number:	
Name of Entity:	License Number:	
Mailing Address:	Phone Number:	
City	State	Zip Code
Date Hired:	Email:	
<p>_____ SIGNATURE of Principal Broker.</p>		
BCF_060123	PAGE 1 OF 3	RECO Reissuance.....577.....\$10

New Change Principal Broker Change Form (cont. from page 5)

Section 3 Instructions:			
• Newly HIRED PB completes Section 3			
SECTION 3 - NEWLY HIRED PRINCIPAL BROKER			
Legal Name of Individual:	License Number:		
Mailing Address:	Phone Number:		
City	State	Zip Code	Email
Date Hired:	SIGNATURE of Principal Broker.		
Section 3a Instructions:			
<ul style="list-style-type: none"> • If the newly HIRED PB was previously associated with another brokerage, mark the "Change Broker" box and the newly hired PB's previous PB completes/signs Section 3a. • If new PB is a Broker Salesperson or Broker-in-Charge within the brokerage, please check applicable box below. Signature of Former PB is not required. • If new PB is currently inactive, mark reactivate box and submit \$25 reactivation fee. A licensee who has been inactive for one or more renewal periods, shall first satisfy the prescribed continuing education (CE) hours of the immediate prior renewal period. The commission shall credit the licensee with CE hours for any certified CE core or elective courses completed during the the immediate prior renewal period. If you are a new broker licensed within the current biennium, CEs are not required. 			
SECTION 3a -NEWLY HIRED PRINCIPAL BROKER - CHANGE BROKER			
<input type="checkbox"/> Change Broker <input type="checkbox"/> RBS <input type="checkbox"/> BIC <input type="checkbox"/> Reactivate (\$25 Reactivation Fee required)			
Legal Name of Releasing PB:	License Number:		
Name of Entity:	License Number:		
Mailing Address:	Phone Number:		
City	State	Zip Code	Email:
Date Released :	SIGNATURE of Principal Broker.		

Entity Resolution

Applicant _____
(Name of Entity)

hereby appoints _____, license number RB- _____
(name of individual broker) (broker's license number)

who shall be at all times a holder of a valid and subsisting real estate broker's license of the State of Hawaii, to be its principal broker. The principal broker shall have direct management and supervision of the brokerage firm and its real estate licensees. The principal broker shall be responsible for:

- (1) The client trust accounts, disbursements from those accounts, and the brokerage firm's accounting practices;
- (2) The brokerage firm's records, contracts, and documents;
- (3) All real estate contracts of the brokerage firm and its handling by the associated real estate salesperson;
- (4) The proper handling of any commission application, real estate license application, or renewal application that the principal broker or the brokerage firm expressly agrees to handle on behalf of the applicant, including without limitation, verifying for completeness and appropriate fees, and mailing or delivering the appropriate documents to the commission by the required deadline;
- (5) Developing policies and procedures for the brokerage firm concerning the handling of real estate transactions and the conduct of the associated real estate licensees and other staff, including education and enforcement of the policies and procedures;
- (6) Setting a policy on continuing education requirements for all associated real estate licensees in compliance with the statutory requirement;
- (7) Ensuring that the licenses of all associated real estate licensees and the brokerage firm license are current and active;
- (8) Establishing and maintaining a training program for all associated real estate licensees; and
- (9) Ensuring that all associated real estate licensees are provided information and training on the latest amendments to real estate licensing laws and rules as well as other related laws and rules.

If the principal broker is not an officer of a corporation, not a partner of a partnership, or not a member of a member-managed or manager of a manager-managed limited liability company, he/she must be an employee. (Sections 467-8(4), 467-8(5), and 467-8(8), HRS).

ONE OF THE FOLLOWING MUST BE SELECTED:

The principal broker is an officer of a corporation, a partner of a partnership, or a member of a member-managed or manager of a manager-managed limited liability company

The principal broker is an EMPLOYEE of the corporation, partnership, or limited liability company

Except in the case of one person entities, this document must be signed by an officer, partner, manager, or member other than the principal broker.

Signature of Officer, Partner, Manager, or Member other than the Principal Broker, except in the case of one person entities

(Date)

Print Name: _____

Print Title: _____

Administrative Actions

April 2023

**RYAN M. OKAMURA, and
HAWAII EXECUTIVE REALTY
LLC**

RB 22001
RB 21485

Case No. REC 2018-44-L;
REC 2018-50-L; REC 2018-170-L;
REC 2018-174-L; REC 2018-224-L;
REC 2018-241-L; REC 2018-258-L;
REC 2019-8-L; REC 2019-693-L

Dated 04/21/2023

Findings of Fact:

The DCCA records show that the Respondent OKAMURA was issued real estate broker license RB 22001 on or about Mary 18, 2016, which expired on December 31, 2018. The DCCA records show that Respondent HER was issued a real estate broker license RB 21485 on or about March 11, 2014, which expired on December 31, 2018.

REC 2018-44-L

On or about August 15, 2017, M.P. entered into a property management agreement with Respondents for the Lehua Apartments located in Hilo, Hawaii owned by M.P.'s mother, F.P.

On September 5, 2017, M.P. gave Respondents two cashier's checks in the amounts of \$6,000.00 and \$5,875.00 for a total of \$11,875.00 representing the transfer of security deposits for tenants at the Lehua Apartments and an owner's reserve fund for repairs at the property.

On November 1, 2017, M.P. learned from her bank that Respondents had failed to make monthly mortgage payments for the Lehua Apartments in September and October 2017 as required by the property management agreement. M.P. also learned Respondents had written at least one check for the mortgage payment that was returned as insufficient funds.

On or about December 13, 2017, M.P. notified Respondents that she was terminating the property management agreement and requested the return of tenant security deposits and the owner's reserve fund.

On or about December 27, 2017, Respondent OKAMURA provided M.P. with two checks each in the amount of \$5,238.00 representing return of the security deposits and owner's reserve funds but both checks were returned as insufficient funds when deposited by M.P.

On or about February 19, 2018, Respondent OKAMURA met with M.P.'s new property manager, Pacific Isle Properties, and promised to transfer the security deposits and owner's reserve funds the next day. Respondents failed to transfer M.P.'s funds to the new property manager until March 14, 2018.

Respondents never provided a complete accounting for property management of the Lehua Apartments but eventually transferred all security deposits to the new property manager and returned the owner's reserve funds to M.P.

REC 2018-50-L

R.B.S. entered into a property management agreement with Respondents to manage property owned by his elderly mother, J.S., located in Waimanalo, Hawaii.

On or about March 23, 2017, Respondents found tenants for the Waimanalo property and entered into a one year lease agreement with a term of May 1, 2017 to April 30, 2018 and monthly rent of \$2,950.00.

Respondents did not distribute any rental proceeds collected from the property to R.B.S. until September 2017 when a check for \$2,950.00 was deposited into R.B.S.'s bank account. That first rental distribution check was returned as insufficient funds.

Later in September 2017, Respondents deposited another check into R.B.S.'s bank account for past due rental proceeds in the amount of \$5,310.00, but that check also was returned as insufficient funds.

R.B.S. wrote Respondents in November 2017 and February 2018 seeking an accounting for the rental proceeds and expenses for the property and requesting a meeting to discuss the multiple bounced checks deposited by Respondents.

On or about March 15, 2018, R.B.S. met with Respondents and received a cashier's check in the amount of \$6,997.40 representing overdue rental disbursements from the property. Respondents confirmed they returned the security deposits when the tenants moved out.

R.B.S. requested a copy of the written management agreement and complete accounting for the rental property but did not receive a response from Respondents.

REC 2018-170-L

On or about October 21, 2013, F.Y. received an email notifying him that Respondents were taking over property management for his Kaiolu Sunrise condominium located in Honolulu, Hawaii.

Respondents leased F.Y.'s Kaiolu Sunrise condominium to a tenant in June 2017 for a term of one year. The tenant breached the lease agreement and moved out at the end of January 2018.

Respondents failed to transfer rent proceeds collected from the tenant to F.Y. each month.

On or about March 16, 2018, Respondent OKAMURA promised he would wire the rent

(cont. page 8)

Administrative Actions (cont. from page 7)

April 2023

collected for December 2017 (\$1,440.00), January 2018 (\$1,440.00) and the tenant's security deposit for terminating the lease early (\$1,440.00) but never deposited or wired the rental disbursements and deposit.

On April 20, 2018, F.Y. notified Respondents that he was terminating the property management agreement and against requested payment of the rent collected for December 2017 (\$1,440.00), January 2018 (\$1,440.00) and the security deposit (\$1,440.00) for a total of \$4,320.00.

Respondents did not respond to the termination letter. F.Y. is owed \$4,320.00 in missing rental proceeds and deposits.

REC 2018-174-L

On or about February 2018, J.G. entered into a property management agreement with Respondents for her Queen Emma condominium located in Honolulu, Hawaii.

Respondents placed an advertisement for the condo unit on Craigslist listing it for \$200.00 more per month than the price agreed upon for the listing the J.G. Respondents also included pictures of another apartment that was not J.G.'s in the advertisement.

J.G. found a tenant through her own efforts and Respondents executed a lease with the tenant for April 5, 2018 to December 5, 2018 at \$1,750.00 per month rent with a \$1,750.00 security deposit.

On or about March 16, 2018, J.G. provided Respondents a check in the amount of \$500.00 for an owner's reserve fund requested by Respondents.

On or about April 30, 2018, Respondents deposited into J.G.'s account a check for April's rent collected from the tenant, but the check was returned as insufficient funds. Respondent OKAMURA stated he would wire the money electronically to avoid any future issues with the deposits.

On or about May 11, 2018, J.G. emailed Respondent OKAMURA requesting he deposit cash into her account for the rent collected in April from the tenant. J.G. also requested copies of the signed management agreement, receipt for the owner's reserve check and monthly statement of rent collected and expenses.

On or about May 14, 2018, Respondents deposited a check into J.G. account for the past due rent collected, but that check was again returned as insufficient funds.

On or about May 21, 2018, Respondent OKAMURA promised J.G. verbally he would send a wire transfer to her bank account for the two months of missing rent and waive his management fees for those months.

On or about May 24, 2018, J.G. terminated the property management agreement with Respondents via certified letter. J.G. also contacted the tenant directly to request direct payment of June rent, but the tenant had already paid Respondent OKAMURA her June 2018 rent.

On May 25, 2018, Respondent OKAMURA wire transferred \$3,050.00 to J.G.'s bank account.

J.G. is owed \$5,472.00 from Respondents for rent collected from the tenant at her property and return of the owner's reserve funds paid to Respondents.

REC 2018-224-L

On or about September 29, 2014, R.G.Z. entered into a property management agreement with Respondents for his condo in Kahala, Hawaii.

Respondents found tenants for the Kahala condo who agreed to lease the unit from November 23, 2015 to November 30, 2017 for \$3,500.00 per month.

Respondents were late on several occasions remitting rental proceeds collected from tenants of the Kahala condo each month.

On April 17, 2018, Respondents deposited a check into R.G.Z.'s account in the amount of \$4,000.00 which was returned as insufficient funds.

R.G.Z. repeatedly requested updates on missing rental proceeds, monthly account statements and a signed copy of the management agreement, but Respondents never provided an[y] of the requested documents.

R.G.Z. notified Respondents he would not be renewing the tenant's lease because he was returning to Hawaii to live in the unit starting in December 2017.

Upon returning to Hawaii, R.G.Z. learned Respondents had permitted his furniture to be disposed of without R.G.Z.'s permission.

On or about March 21, 2018, R.G.Z. was informed by his previous tenant that she paid \$3,650 per month rent from November 2015 to November 2017, not \$3,500 as represented by Respondents.

R.G.Z. is owed \$10,500.00 for missing rental proceeds from October and November 2017, security deposit and the additional monthly rent collected by Respondents during their management of the property.
REC 2018-241-L

In 2015, M.E.P. entered into a property management agreement with Respondents for her Kinau condominium located in Honolulu, Hawaii.

On June 29, 2015, Respondents entered into a lease agreement with a tenant for M.E.P. condo for \$1,300.00 per month rent and a \$1,300.00 security deposit.

From January to July 2017, M.E.P. emailed Respondents repeatedly seeking information on delayed deposits of rental income and failure to provide monthly statements. Respondents agreed to reduce their management fee.

In March, April and May 2018, Respondents deposited multiple checks for rental income into M.E.P.'s bank account that were returned as insufficient funds.

Administrative Actions (cont. from page 8)

April 2023

On May 15, 2018, M.E.P. received notice from her Homeowners Association that her account was delinquent for failure to make monthly payments. Respondents were required to make monthly HOA payments per the terms of the management agreement.

On August 15, 2018, M.E.P. received a letter from her Homeowners Association management company stating her account was delinquent \$1,670.00, because Respondents had submitted checks for HOA dues that were returned as insufficient funds. M.E.P. had to pay the delinquent balance of \$1,670.00 from her own funds.

M.E.P. retained an attorney who requested a complete accounting from Respondent OKAMURA of all rents collected and expenses associated with their management of M.E.P.'s condominium. Respondents never provided any response.

M.E.P. is owed \$10,216.00 from Respondents for unpaid rental proceeds, security deposit, HOA fees, garage opener and building keys that were never returned.

REC 2018-258-L

On or about October 1, 2014, D.M.G. entered into a property management agreement with Respondents for D.M.G.'s Kaiolu condo located in Honolulu, Hawaii.

Respondents failed to timely transfer rental income collected to D.M.G. in October 2016, December 2016, January 2017 and February 2017. Respondents eventually transferred the missing rental proceeds on March 9, 2017.

In January 2018, Respondents sent a check for rental proceeds collected for October 2017, but the check bounced when deposited by D.M.G. as insufficient funds then bounced again when Respondents sent a second check.

On April 27, 2018, D.M.G. terminated the property management agreement with Respondents and demanded all rents and deposits be transferred to a new property manager by May 1, 2018.

Respondents continued to collect rent from the tenant after the termination and failed to transfer the security deposit or rental income received from February thru June 2018 to D.M.G. or the new property manager.

D.M.G. is owed \$8,745.00 for the security deposit and rents collected by Respondents while property manager for her condominium that were never distributed to her.

REC 2019-8-L

On or about October 1, 2014, J.T. entered into a property management agreement with Respondents for his two residential rental properties located in Aiea, Hawaii.

Respondents made alterations to the properties, including installation of a chain link fence, installation of flooring and painting, without J.T.'s approval or permission. Respondents also refused to provide photographs of the work completed at the properties when J.T. requested proof the work was completed.

In or around 2017, Respondents failed to disburse five months of rental income collected from the properties of J.T.

Respondents provided J.T. a series of pre-dated checks to deposit each month for rental income collected for the properties. However, when J.T. attempted to deposit the checks, they were returned as insufficient funds.

In early 2018, J.T. terminated the property management agreement with Respondents due to the multiple returned checks, late payments, and unauthorized alterations to the properties.

Respondents failed to transfer the security deposits and five months of rent collected from the properties to the new property manager after J.T. requested them to do so in 2018.

REC 2019-693-L

In or around 2016, M.M. entered into property management agreement with Respondents for her property owned with her sister in Honolulu, Hawaii.

On or about March 24, 2016, Respondents entered into a lease agreement with tenants for M.M.'s property for \$2,500 per month rent and \$2,500 security deposit.

Respondents failed to disburse rental proceeds collected from the tenants at the M.M. property and failed to provide monthly account statements for income and expenses at the property.

In February 2018, M.M. terminated the property management agreement with Respondents and sent an email requesting \$10,700.00 in outstanding rental income collected by Respondents and security deposit received from the tenants at the property.

On February 14, 2018, Respondent OKUMURA signed an email agreeing to a repayment plan for the outstanding amounts owed to M.M. from Respondents management of the property. However, the checks provided by Respondents for repayment were returned when deposited as insufficient funds.

M.M. is owed \$8,050.00 by Respondents for rental proceeds and security deposit collected while managing the M.M. property.

On or about June 13, 2019, the District Court for the Third Circuit of the State of Hawaii entered and Amended Judgment in civil case 3RC18-1-0567 in favor of Plaintiff S. Ikeda Factory, Ltd. against Defendants Ryan M. Okamura, aka Ryan M. Villaruz, aka Ryan Mitsuru Villaruel; Hawaii Executive Realty, LLC in the amount of \$35,840.71. The Complaint in 3RC18-1-0567 alleged Respondents OKAMURA and HER failed to account for expense payments while acting as property manager and cr[e]ated false invoice for repairs at the subject property.

Conclusions of Law:

If any of the following conclusions of law shall be deemed to be a finding of fact, the Hearings Officer intends that every such conclusion of law shall be construed as a finding of fact.

Administrative Actions (cont. from page 9)

April 2023

Petitioner has the burden of proof by a preponderance of the evidence: Except as otherwise provided by law, the party initiating the proceeding shall have the burden of proof, including the burden of producing evidence as well as the burden of persuasion. The degree or quantum of proof shall be a preponderance of the evidence. See HRS §91-10(5)

The issue presented for determination is whether Petitioner has proven the allegations contained the Petition by a preponderance of the evidence.

At the outset, the Hearings Officer finds and concludes that Respondents had proper notice of the Hearing date, time and manner, as well as the Pre-hearing conference date, time and manner, and failed to appear at either.

Violations:

HRS §§ 467-14(3); 467-14(7); 467-14(8); 467-14(16)3, 467-14(16) and 467-14(20)

Sanctions:

Revocation of Respondents' licenses

Fines: total of \$76,000.00

Restitution: total of \$50,303.00

May 2023

JEAN B. OCON

RB 22281

Case No. REC 2021-340-L

Dated 05/26/2023

RICO Allegations:

Sometime in September of 2021, RICO mailed a letter to Respondent at Respondent's address listed with the Professional and Vocational Licensing Division ("PVL") asking Respondent to complete and return an enclosed questionnaire regarding client trust account information. Respondent did not return the questionnaire and did not contact RICO. On or about December 8, 2021, RICO mailed a letter to Respondent at Respondent's brokerage firm's address in Hawaii, asking Respondent to complete and return the same enclosed questionnaire regarding client trust account information. Respondent did not return the questionnaire and did not contact RICO. On or about January 7, 2022, RICO wrote to Respondent at a mainland address and enclosed the same questionnaire. RICO received no response to its January 7, 2022 letter. On or about January 10, 2022, RICO wrote to Respondent at the same mainland address and

enclosed the same questionnaire. RICO received no response to its January 10, 2022 letter. RICO subsequently attempted to contact Respondent via an email address that RICO obtained through an internet search. On or about September 27, 2022, Respondent emailed the RICO Field Investigator assigned to this case and returned the completed questionnaire. Respondent represented to the RICO Field Investigator that Respondent had moved to a different residence address in March 2020 but had not updated her residence address with PVL because Respondent was concerned that her new residence address's mailbox was unsafe to receive mail. On or about November 25, 2022, Respondent notified PVL of her new residence address.

Alleged Violations:

HRS § 436B-17; HRS § 436B-19(17); HAR § 16-99-3(b)

Sanctions:

Fine of \$750.00

RICHARD S. CRICCHIO

RB 17136

Case No. REC 2021-110-L

Dated 05/26/2023

Uncontested Facts:

On or about December 31, 2018, one of real estate licensees under Respondent's supervision, Sungok Lee Cricchio, failed to timely renew her real estate broker's license. Said license expired and/or was forfeited. On or about September 29, 2020, the Commission received Sungok Lee Cricchio's restoration application for her license. On February 2, 2021, Sungok Lee Cricchio's real estate broker's license was restored. From January 1, 2019 to February 2, 2021, Sungok Lee Cricchio's license was delinquent and not active. During this period of delinquency, Sungok Lee Cricchio engaged in four transactions.

Alleged Violations:

HRS § 467-14(13); HRS § 467 1.6(b)(7)

Sanctions:

Fine of \$7,000

Administrative Actions (cont. from page 10)

May 2023

SUNGOK LEE CRICCHIO
RB 18042

Case No. REC 2021-65-L

Dated 05/26/2023

Uncontested Facts:

On or about December 31, 2018, Respondent's license expired and/or was forfeited. On or about September 29, 2020, the Commission received Respondent's restoration application for her license. On February 2, 2021, Respondent's license was restored. From January 1, 2029 to February 2, 2021, Respondent's license was delinquent and not active. During this period of delinquency, Respondent engaged in four real estate transactions. Respondent did not receive commissions on any of these four transactions.

Alleged Violations:

HRS § 467-7

Sanctions:

Fine of \$1,000

**JAMES B. FOSTER, and
WEST MAUI LUXURY
PROPERTY LLC**

Case No. REC 2022-13-L

Dated 05/26/2023

RICO Allegations:

On or about October 19, 2021, Respondents and Complainants Antonio Urrutia and Neha Agarwal signed a purchase agreement for a furnished condominium on Honoapiilani Road and Lahaina, Maui. The buyers and sellers agreed that Respondents could act as dual agents in this transaction. The sale of the property included specified contents contained in the property. An exclusion list itemized the contents that would not be included in the sale of the property. During the final walkthrough on November 29, 2021, Complainants discovered that certain items (no specifically listed on the exclusion list) were missing and requested that the closing be delayed. On

November 30, 2021, Respondents informed escrow that the buyers wanted to delay the closing due to the missing items. Escrow informed Respondents that a delay could not occur because the deed was already sent to the State Recording Office and the funds were scheduled to be distributed on December 2, 2021. In addition, to the above allegations, Respondents also did not explain that the December maintenance fees would not be paid by the sellers.

Alleged Violations:

HRS § 467-14(1); HAR § 16-99-3(b)

Sanctions:

Fine of \$2,500

**NATALIE B. PITRE
and ISLAND PROPERTIES
– SALES, DEVELOPMENT,
MANAGEMENT CORP.**
RB 20914
RB 16969

Case No. REC 2022-157-L;
REC 2022-312-L

Dated 05/26/2023

RICO Allegations:

Respondents engaged in dishonest practices while acting as brokers for Complainant Jacqueline Bond ("Complainant Bond") in the sale of Complainant Bond's mother's home located at Waianae, Hawaii (the "Bond Property"), that Respondent PITRE delayed the sale of the Bond Property by offering to purchase the Bond Property, then withdrawing her offer two (2) months later, that Respondent PITRE spent weekends at the Bond Property during the pendency of the listing and sale of the Bond Property without the authorization of Complainant Bond, and that Respondents failed to immediately transmit an offer made to purchase the Bond Property to Complainant Bond.

Respondents failed to promptly reduce the agreement between Respondents and Complainant Bond for Respondents' exclusive listing agency in the sale of the Bond Property to a writing expressing the exact agreements of the parties and setting forth essential terms and conditions within a reasonable amount of time after Respondents and Complainant Bond orally agreed to Respondents' agency; b) Respondent PITRE failed to advise Complainant Bond of a possible

ethical conflict when Respondent PITRE presented a draft Purchase Contract with Respondent PITRE as one of the named buyers, indicated dual agency representation with Respondents as the named agent and brokerage to Complainant Bond while Respondents were engaged as the exclusive listing agents for Complainant Bond in the sale of the Bond Property; c) Respondents failed to timely transmit an offer made to purchase the Bond Property to Complainant Bond; d) Respondent PITRE occupied and used the Bond Property without the authorization of Complainant Bond; and e) Respondent PITRE misrepresented to Complainant Bond regarding her use and occupation of the Bond Property the Respondent PITRE had not used and occupies the Bond Property without Complainant Bond's authorization.

Respondent PITRE, through Respondent ISLAND, had rented Respondent PITRE's personal real property located in Honolulu, Hawaii (the "Pitre Rental") to Complainant Douglas Hatch ("Complainant Hatch") for a fixed lease term beginning September 7, 2020 and ending March

(cont. page 12)

Administrative Actions (cont. from page 11)

May 2023

31, 2021, and that Respondents a) had misrepresented to Complainant Hatch and the public in the Craigslist ad for the Pitre Rental that the Pitre Rental was a “single family detached home” when the Pitre Property was a duplex apartment with a tenant living on the first floor; b) Respondents failed to timely provide written notice of Respondents’ intent to retain a portion of Complainant Hatch’s \$4,000.00 security deposit and failed to provide receipts and utility bills when Respondents returned only \$1,488.44 of security deposit to Complainant Hatch) had judgment entered in favor of Complainant Hatch and against Respondent PITRE in the amount of \$12,045.00 regarding Complainant Hatch’s Small Claims – Statement of Claim and Notice for Security Deposit Disputes (#1DC05), Civil No. 1DSC-21-0000520 filed in the Small Claims Division of the District Court of the First Circuit, Honolulu Division, per the Amended Judgment filed therein on July 6, 2022; and d) Respondent PITRE failed to pay the Amended Judgment entered on July 6, 2022 and Complainant Hatch subsequently garnished all amounts due and owing from Respondent PITRE’s Bank of Hawaii account per the Garnishee Order filed therein on October 17, 2022.

Respondents a) misrepresented to Complainant Hatch and the public in the Craigslist ad for the Pitre Rental that the Pitre Rental was a “single family detached home” when the Pitre Property was a duplex apartment with a tenant living on the first floor; b) failed to provide timely notice of Respondents’ intent to retain a portion of Complainant Hatch’s security deposit for the Pitre Rental; c) failed to provide utility bills and or receipts justifying Respondents’ deductions from Complainant Hatch’s security deposit; d) failed to timely return Complainant Hatch’s security deposit; and e) with respect to Respondent PITRE, Respondent PITRE had default judgment entered against her in Civil No. 1DSC-21-0000520 filed in the Small Claims Division of the District Court of the First Circuit, Honolulu Division; f) failed to pay the judgment and subsequently had her Bank of Hawaii account garnished for all amounts due and owing; and g) failed to provide written notice to the Commission of the judgment within thirty days of its entry.

Alleged Violations:

HRS § 436B-19(2); HRS §436B-19(7); HRS § 436B-19(8); HRS § 436B-19(9); HRS § 436B-19(17); HRS § 467-14(8); HRS § 467-14(13); HRS § 467-14(20); HAR §§ 16-99-3(b), 16-99-3(f), and 16-99-3(j); HRS § 467-14(1); HRS § 436B-16

Sanctions:

Fine of \$12,000

Eight (8) hours of continuing education to be determined by the Commission

Statutory/Rule Violations

Settlement Agreement (Allegations/Sanction): The Respondent does not admit to the allegations set forth by the Regulated Industries Complaints Office (RICO) and denies having violated any licensing law or rule. The respondent enters in a Settlement Agreement as a compromise of the claims and to conserve on the expense of proceeding with a hearing on the matter.

Disciplinary Action (Factual Findings/Order): The respondent is found to have violated the specific laws and rules cited, and the Commission approves the recommended order of the Hearings Officer.

HRS §436B-16	Notice of judgments, penalties
HRS §436B-17	Each licensee shall file with the licensing authority the licensee’s current mailing, business, and residence address. It shall be the licensee’s duty to provide written notice to the licensing authority of any change of address within thirty days of the exchange. Failure of the licensee to provide the notice shall absolve the licensing authority, executive secretary, or any designee from any duty to provide notice of any matter required by law to be provided the licensee
HRS §436B-19(2)	Engaging in false, fraudulent, or deceptive advertising, or making untruthful or improbable statements.
HRS §436B-19(7)	Professional misconduct, incompetence, gross negligence, or mani-fest incapacity in the practice of the licensed profession or vocation.

Statutory/Rule Violations (cont. from page 12)

HRS §436B-19(8)	Failure to maintain a record or history of competency, trustworthiness, fair dealing, and financial integrity.
HRS §436B-19(9)	Conduct or practice contrary to recognized standards of ethics for the licensed profession or vocation.
HRS §436B-19(17)	Violating this chapter, the applicable licensing laws, or any rule or order of the licensing authority.
HRS §467-1.6(b)(7)	The principal broker shall be responsible for: Ensuring that the licenses of all associated real estate licensees and the brokerage firm license are current and active;
HRS §467-7	No person within the purview of this chapter shall act as real estate broker or real estate salesperson, or shall advertise, or assume to act as real estate broker or real estate salesperson without a license previously obtained under and in compliance with this chapter and the rules and regulations of the real estate commission.
HRS §467-14(1)	Making any misrepresentation concerning any real estate transaction.
HRS §467-14(3)	Pursuing a continued and flagrant course of misrepresentation, or making of false promises through advertising or otherwise;
HRS §467-14(7)	Failing, within a reasonable time, to account for any moneys belonging to others that may be in the possession or under the control of the licensee.
HRS §467-14(8)	Conduct constituting fraudulent or dishonest dealings.
HRS §467-14(13)	Violating this chapter, chapters 484, 514B, 514E, or 515, or section 516-71, or the rules adopted pursuant thereto.
HRS §467-14(16)	Converting other people's moneys to the licensees own use.
HRS §467-14(20)	Failure to maintain a reputation for or record of competency, honesty, truthfulness, financial integrity, and fair dealing.
HAR §16-99-3(b)	The licensee shall protect the public against fraud, misrepresentation, or unethical practices in the real estate field. The licensee shall endeavor to eliminate any practices in the community which could be damaging to the public or to the dignity and integrity of the real estate profession. The licensee shall assist the commission in its efforts to regulate the practices of brokers and salespersons in this State.
HAR §16-99-3(f)	The licensee, for the protection of all parties with whom the licensee deals, shall see that financial obligations and commitments regarding real estate transactions, including real property rental management agreements, are in writing, express the exact agreements of the parties, and set forth essential terms and conditions, and that copies of those agreements, at the time they are executed, are placed in the hands of all parties involved. When working with a seller in a "For Sale By Owner" or a "Courtesy to Broker" situation, the licensee shall disclose who, if anyone, the licensee represents and who will pay a commission, if any.
HAR §16-99-3(j)	A licensee shall transmit immediately all written offers in any real estate transaction as defined in section 16-99-3.1 to the listing broker who has a written unexpired exclusive listing contract covering the property. Each written offer, upon receipt by the listing broker, shall be transmitted to the seller immediately. In the event that more than one formal written offer on a specific property is made before the owner has accepted an offer, any other formal written offer presented to the broker, whether by a prospective purchaser or another broker, shall be immediately transmitted to the owner for decision. If an offer or counter offer is rejected, the rejection shall be noted on the offer or counter offer, or the event of seller's or buyer's neglect or refusal to do so, the broker for the rejecting party shall note the rejection on the offer or counter offer and a copy shall be returned immediately to the originator of the offer or counter offer.

Mandated Fire Safety Improvements: Impacts on Residential Condominium Property Insurance (And How This Effects the Real Estate Licensee)

In Honolulu, we remember the Marco Polo Condominium fire and the deaths associated with it. To avoid a repeat of that tragedy, the Honolulu City Council, in coordination with the Honolulu Fire Department enacted measures aimed at controlling high-rise fires. In this piece we will look at recent developments in the law at both the County and the State level.

Honolulu City and County Ordinances No. 19-4 and 22-2 provide that existing condominium residential buildings 10 floors or higher that do not install an automatic fire sprinkler system throughout the building will be required to undergo and pass a fire and life safety evaluation. Thus, two choices were offered to some 309 condominium associations in Honolulu County: install sprinklers in the units or pass a fire safety evaluation for the association.

Enter the Hawai'i State Legislature. In its 2023 session it noted that because of the requirement for sprinklers or a passing score on the fire safety evaluation, condominium associations in Honolulu County may have faced large increases in their condominium property insurance. For example, there were reports that associations faced an increase in insurance premiums after installing sprinklers because according to the insurance companies there was now the potential for water damage to the units. Consequently, Senate Concurrent Resolution No. 48, SD 1 ("Resolution") sought to look further into this issue.

The Resolution requested the Department of Commerce and Consumer Affairs ("DCCA") to survey the 309 condominium associations affected by Honolulu County Ordinances 19-4 and 22-2 to determine: (1) whether the association of apartment owners has either filed a notice of its intention to install automatic fire sprinkler systems in individual units within the applicable condominium property or, before September 2022, undertaken a life safety evaluation conducted by a licensed design professional; (2) if the association of apartment owners has conducted a life safety evaluation, whether the condominium property received an acceptable score or sustained increased property insurance premiums since 2020, or both; and (3) if the association of apartment owners has filed a notice of its intention to install or retrofit sprinkler systems in individual units, whether the condominium property has sustained increased property insurance premiums since 2020.

Finally, the Resolution requires the DCCA to provide an interim report to the Legislature containing information compiled from the survey. Thus, by letter dated May 30, 2023, from the DCCA, the survey was sent out to each of the affected 309 condominium associations in Honolulu County with requests for a reply by June 30, 2023. The results will be compiled and delivered to the Legislature.

How does this affect real estate licensees? Whether you are the listing or the buying agent, there are issues worth noting and which should be considered in a pending real estate transaction.

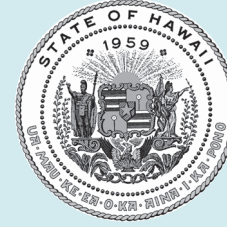
Is the existence of sprinklers a material fact that must be disclosed pursuant to HRS Chapters 467 and 508D, i.e., does it "measurably affect the value" of the property? Whether a high-rise condominium has sprinklers in the units, or whether an association had a passing score on the fire safety evaluation may be a disclosable material fact if it would affect the value of a unit to a prospective buyer.

For example, installing sprinklers in the units of a high-rise building could easily run into 5 figures or more, depending on the number of units in the association. If sprinklers are being considered for a building, a prospective purchaser must add this additional cost to the cost of the unit. However, if an association passed the fire safety evaluation it need not spend additional money on sprinkler installation and as such there would be no added sprinkler costs for the buyer.

To obtain this important fire safety information from an association for your client's consideration, the buyer's agent should request pertinent association documents from the seller, e.g., copies of financials, minutes of board and association meetings where fire safety issues may have been discussed, etc., to assist the potential buyer in making an informed decision. The condominium law, HRS Chapter 514B provides for the provision of these documents.

Prelicensure Schools

Abe Lee Seminars	808-942-4472
American Dream Real Estate School, LLC	844-223-7326
Carol Ball School of Real Estate	808-280-0470
The CE Shop, LLC	888-827-0777
Coldwell Banker Pacific Properties Real Estate School	808-748-3410
Colibri Real Estate, LLC	866-739-7277
Continuing Ed Express, LLC	866-415-8521
Diamond Real Estate School	808-866-5828
Excellence in Education dba Maui Real Estate School	808-212-4861
Hawaii Institute of Real Estate	808-342-4061
Inet Realty	808-955-7653
Mayfield Real Estate, Inc., dba Global Real Estate School	800-581-6014
Pacific Real Estate Academy	808-230-1234
Premier Real Estate LLC, dba Premier Real Estate Academy	808-556-3135
Real Estate School Hawaii	808-551-6961
REMI School of Real Estate	808-230-8200
Scott Alan Bly School of Real Estate, LLC dba Bly School of Real Estate	808-738-8818
Seiler School of Real Estate	808-874-3100
Vitousek Real Estate Schools, Inc.	808-946-0505



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This material may be made available to individuals with special needs. Please call the Senior Real Estate Specialist at 808-586-2643 to submit your request.

Continuing Education Providers

Abe Lee Seminars	808-942-4472	Honolulu Board of Realtors	808-732-3000
American Dream Real Estate School, LLC	844-223-7326	International Association of Certified Home Inspectors (InterNACHI)	720-735-7125
Building Industry Association of Hawaii	808-629-7505	Kauai Board of Realtors	808-245-4049
Carol Ball School of Real Estate	808-280-0470	McKissock, LLC	800-328-2008
The CE Shop, LLC.	888-827-0777	Preferred Systems, Inc.	888-455-7437
CMPS Institute, LLC	888-608-9800	Real Estate School Hawaii	808-551-6961
Coldwell Banker Pacific Properties Real Estate School	808-748-3410	Real Estate Success Series LLC	310-259-5776
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ExceedCE, LLC	415-885-0307	Scott Alan Bly School of Real Estate, LLC dba Bly School of Real Estate	808-738-8818
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Franklin Energy Services, LLC	866-735-1432	Shari Motooka-Higa	808-492-7820
Hawaii Association of Realtors	808-733-7060	Sirmon Training and Consulting Group LLC	704-458-9743
Hawaii Business Training	808-250-2384	Systems Effect LLC, dba Training Cove	480-517-1000
Hawaii CCIM Chapter	808-528-2246	WebCE Inc.	877-488-9308
Hawaii First Realty LLC	808-282-8051	West Hawaii Association of Realtors	808-329-4874
Hawaii Island Realtors	808-935-0827		

State of Hawaii
Real Estate Commission
King Kalakaua Building
335 Merchant Street, Room 333
Honolulu, HI 96813

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2023 Real Estate Commission Meeting Schedule

Real Estate Commission – 9:00 a.m.

Friday, August 25, 2023

Friday, September 22, 2023

Friday, October 27, 2023

Friday, November 17, 2023

Friday, December 15, 2023

Until further notice, Laws & Rules Review Committee, Condominium Review Committee, and Education Review Committee meeting items will be discussed at Real Estate Commission meetings.

Real Estate Commission Meetings will be held online via the Zoom platform. Physical location will be in the King Kalakaua Building, 335 Merchant Street, Room 333.

Meeting dates, locations and times are subject to change without notice. Please visit the Commission's website at www.hawaii.gov/hirec or call the Real Estate Commission Office at (808) 586-2643 to confirm the dates, times and locations of the meetings. This material can be made available to individuals with special needs. Please contact the Executive Officer at (808) 586- 2643 to submit your request.