

Search Details

Taxpayer Name:	THOMAS J. BROOKS
DBA Name:	
Taxpayer ID:	W01853670-01
Former Taxpayer ID:	N/A
Business Location:	
Tax Type:	General Excise and Use
Tax Status:	Open
Business Began:	06/01/2006
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Last Updated on 08/06/2008

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Residential Lease

BY THIS AGREEMENT made and entered into on DEC. 1ST, 20 06, between TOMAS J. BROOKS, herein referred to as Lessor, and LUTHER MILLER, herein referred to as Lessee. Lessor leases to Lessee the premises situated at 4445 ALAMOD RD., in the City of HAENA, County of KAUAI, State of HAWAII, and more particularly described as follows: VACATION RENTAL together with all appurtenances, for a term of 1 year(s), to commence on DEC. 10TH, 20 06, and to end on DEC. 22ND, 20 06, at

- Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Quarterly Dollars (\$ 1700.00) per month WEEK in advance on the 1ST day of each calendar month beginning 12-10, 20 06, at 4445 ALAMOD RD., City of HAENA, State of HAWAII, or at such other place as Lessor may designate.
- Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to PAY CASH.
- Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of NONE Dollars (\$ 0).
- Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of NONE Dollars (\$ 0) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.
- Security Deposit.** On execution of this lease, Lessee deposits with Lessor NONE Dollars (\$ 0), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.
- Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
- Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.
- Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 4 persons, consisting of 4 adult(s) and _____ child(ren) under the age of 18 years, without the written consent of Lessor.
- Condition of Premises.** Lessee stipulates that he or she has examined the demised premises, including the grounds and all

this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

31. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
32. **Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."
33. **Lead Paint Disclosure.** As required by law, Lessor makes the following disclosure: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."
34. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
35. **Insurance.** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Unless the opt-out clause below is initialed by both Lessee and Lessor, Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

Opt-Out Clause:

____ Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

36. **Other Terms:** _____

Lessee  Date: 1-08-07

Lessor  Date: 1-08-07

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

Residential Lease

BY THIS AGREEMENT made and entered into on JAN 8TH, 2007, between
THOMAS J. BROOKS, herein referred to as Lessor, and
BRUCE MARTIN, herein referred to as Lessee. Lessor leases to Lessee the
premises situated at 4445 ALAMOO RD., in the City of
HAENA, County of KAUAI, State of HAWAII
and more particularly described as follows: VACATION RENTAL
together with all appurtenances, for a term of _____ year(s), to commence on
1-9, 2007, and to end on 1-20, 2007, at

- Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Eight
thousand Dollars (\$ 1500.00) per week month in advance on the 1st day of each
calendar month beginning 1-9, 2007, at 4445 ALAMOO RD,
City of HAENA, State of HAWAII, or at such other place as Lessor may
designate.
- Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one
money order made out to PAY CASH.
- Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of
NONE Dollars (\$ 0).
- Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will
pay a charge of NONE Dollars (\$ 0) as additional rent AND
take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is
returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.
- Security Deposit.** On execution of this lease, Lessee deposits with Lessor NONE
Dollars (\$ 0), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of
the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance
by him of the provisions hereof.
- Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall
peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
- Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence,
and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose
of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence.
Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting
the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of
this lease.
- Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 2 persons,
consisting of 2 adult(s) and _____ child(ren) under the age of 18 years, without the written consent of Lessor.
- Condition of Premises.** Lessee stipulates that he or she has examined the demised premises, including the grounds and all

buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenantable conditions.

10. **Keys.** Lessee will be given _____ key(s) to the premises and _____ mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged _____ Dollars (\$_____) per key.
11. **Locks.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.
12. **Lockout.** If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.
13. **Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.
14. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.
15. **Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
16. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
17. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
18. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that _____ shall be provided by Lessor.
19. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.
20. **Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric

bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. **Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.
22. **Pets.** Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of NONE Dollars (\$ 0), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.
23. **Display of Signs.** During the last 0 days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.
24. **Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.
25. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
26. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 0 days' written notice served by either Lessor or Lessee on the other party.
27. **Notice of Intent to Vacate.** (This paragraph applies only when this Agreement is or has become a month-to-month Agreement.) Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.
28. **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.
29. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 0 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
30. **Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if

this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

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32. **Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."
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34. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
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Opt-Out Clause:

____ Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

36. **Other Terms:** _____

Lessee  Date: 12-1-06

Lessor  Date: 12-1-06

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NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

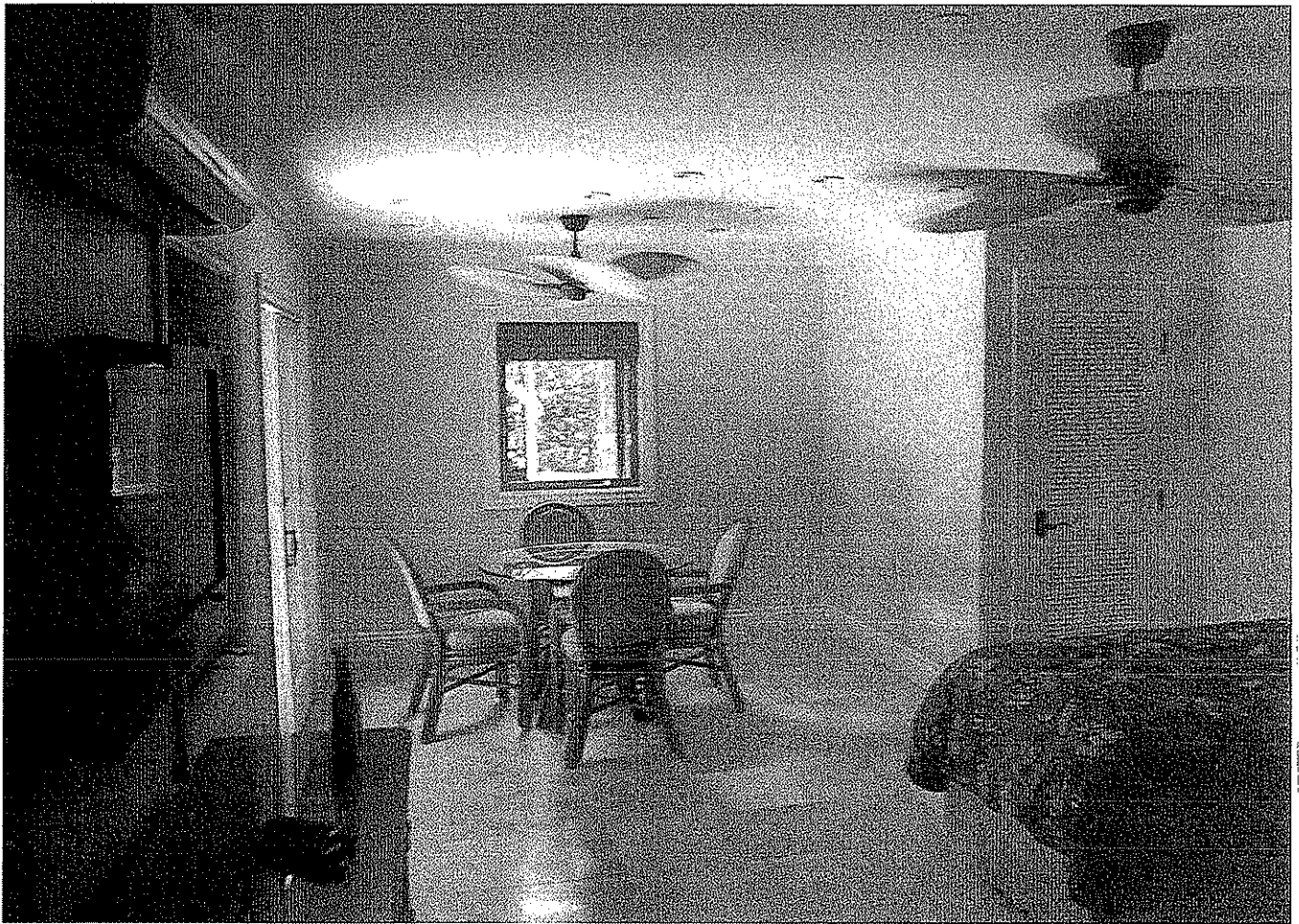
6000

BREKERS FIELD INVESTIGATION REPORT 5-8-08:21

DATE: 7/13/10	ARRIVAL: 11:37 AM	DEPARTURE: 11:56 AM	INFORMAL CONTACT: BREKERS REP. BRIAN RICHARDS
INITIATED BY:		Drive-by Observation	
* Citizen Complaint	Follow up	Unrelated Inspection	
* Routine Enforcement Inspection		Referral from Other Dept:	

DESCRIPTION OF INVESTIGATION: UPON ARRIVAL MET MR BRIAN RICHARDS, BREKERS REP AND PROCEEDED TO 1ST FLOOR SIDE ENTRY @ STAIR & WORK ROOM AREA. IT IS NOTED THAT DOWNEY BETWEEN NOTED AREAS HAS BEEN REMOVED ALONG WITH HARDWARE AND STOPS. WITHIN WORK ROOM AREA, PREVIOUSLY EASTING CORNERS AND KITCHEN APPLIANCES HAVE BEEN COMPLETELY REMOVED. NOTE: WORK ROOM FURNISHED AS A BEDROOM. SEE ATTACHED PHOTOS

COPY



WORK ROOM / BEDROOM FROM PASSAGE

NOTE: NO CABINETS, PLUMBING OR ELECT. IN PREVIOUS KITCH AREA

AS IS CONDITIONS REFLECT APPROVED
PLANS IN ZONING PERMIT Z-1005-06

COPY

TMR. 5-8-08: 21

PROCKS

7/13/10 Ymn

**COUNTY OF KAUAI
PLANNING DEPARTMENT
LIHU'E, KAUAI**

STAFF REPORT

DEADLINES:	Application Date	8/18/08
	Inspection Date	10/6/09
	Commission Meeting	, 2009
	Action Deadline	None

PROJECT: TV-1914-NCU, Pohaku
TMK: 5-8-008:021
ADDRESS 2666 Puuholo Rd
ZONING: R-4, Urban
APPLICANT: Thomas J. Brooks

FINDINGS

BACKGROUND AND HISTORY

The applicant filed a completed application on August 18, 2008, including copies of the GE and TAT license; site plans, floor plans, building sections and elevations stamped by Architect Matthew Schaller; copies of "For the Safety and Comfort of You and Your Neighbors" and receipts for various stays.

An inspection conducted on 01/14/2009 has been recorded on the TVR Log Update, however no records of inspection and or inspection report has been found, and so no March 30th the application was considered denied.

The subsequent inspection conducted on October 6, 2009 by Inspector Emayo has confirmed violations on the subject property. The inspection on October 6, 2009 noted the use of the Single Family Dwelling with a lockout between two separate dwelling units. Additions to and the conversion of the Single Family Dwelling into a Multi-Family Dwelling with kitchen facilities creating (2) Additional Dwelling Units without proper permits. The noted change in use of the Single Family Dwelling as two separate dwelling units will affect the TVR registration.

"Section 8-17.8 Single Family Transient Vacation Rentals.

(b) Development Standards for Single-Family Vacation Rentals permitted within Visitor Destination Areas and Holders of Nonconforming Use Certificates. Development standards ... in Sections 8-3.5 through 8-3.8, inclusive, with the following additions:

(6) A site and floor plan shall be filed with the application, and **no interior lockouts** shall be permitted.

Section 8-17.10 Nonconforming Use Certificates for Single-Family Vacation Rentals

(a) The purpose of this...uses which have been in lawful use prior to the effective date...

(c) No nonconforming use certificate shall be issued by the Planning Director unless the use as a single-family rental is a legal use under the Comprehensive Zoning Ordinance ... use certificate...

CONCLUSION AND RECOMMENDATION

Based on the applicants prior use as a vacation rental and permit history it is **not** recommended that TV-1914-NCU, Pohaku be approved under Section 8-17.10 (g) which states "*Failure to apply for a nonconforming use certificate by October 15, 2008 or failure to obtain a nonconforming use certificate by March 30, 2009 shall mean that the alleged nonconforming use is not a bona fide nonconforming use, and it shall be treated as an unlawful use, unless the applicant demonstrates to the satisfaction of the Planning Commission that the alleged vacation rental use meets the criteria under Section 8-17.10(c) and (d). The Planning Director shall prepare an application form which shall be available to the public by March 30, 2008,*" subject to the applicable provisions on Section 8-17 of the Kauai County Code.

By _____
Andres Emayo Jr.
TVR Inspector

Approved _____
Imai Aiu
Deputy Director

Approved _____
Ian K. Costa
Director

[illegible]