

February 25, 2009

The Honorable Rosalyn H. Baker, Chair
Senate Committee on Commerce & Consumer Protection
State Capitol, Room 229
Honolulu, Hawaii 96813

RE: S.B. 1157 Relating to Discrimination in Real Property Transactions

HEARING DATE: Thursday, February 26, 2009 at 8:30 a.m.

Aloha Chair Baker and Members of the Committee:

I am Myoung Oh, here to testify on behalf of the Hawai'i Association of REALTORS® (HAR) and its 9,600 members. HAR **opposes** S.B. 1156, which prohibits landlord tenant agreements from having "no pet" clauses.

Many landlords allow tenants to keep pets in their rentals. They do so for many reasons- for the love of animals, to access to a broader pool of tenants, or for reduced tenant turnover. However, allowing pets on a property can also pose risks, ranging from additional property damage to pet-induced injuries. As such, HAR has several concerns with the measure as written.

The practice of defining a "dangerous dog breed" is in and of itself controversial and subjective. Certain dog breeds having a propensity toward violence, including pit bulls and Rottweilers. However, dangerous dogs are not necessarily restricted to particular breeds. It is important to note that many insurance companies will either not issue liability policies if certain "dangerous breeds" are kept on a property, or will charge higher premiums because of the risk such pets pose.

Under the law, landlords have a duty to exercise reasonable care in the management of their property. The bill does not ensure that a landlord will be exempt from civil liability if a tenant's pet causes harm.

Further, in a high rise condominium, maintenance of common elements is a concern for the owners. Pets can cause damage and increase maintenance costs. These maintenance costs are ultimately passed down to all owners.

Finally, it is unclear if this measure, housed in the landlord-tenant code, would apply to homeowners within planned community or condominium associations.

HAR believes that, in a situation where a tenant has a letter or prescription from an appropriate professional, such as a physician, and meets the definition of a person with a disability, under the Americans with Disabilities Act, he or she should be entitled to a

reasonable accommodation that would allow an emotional support animal in the rental unit. These situations are already provided and protected under HRS § 515-3(8).

For these reasons, HAR respectfully opposes this measure. However, if the Committee is inclined to pass the measure, we would request the following amendment:

1. An effective date of November 1, 2009 should be specified so that HAR may review and revise its Rental Agreement and other forms accordingly.

HAR looks forward to working with our state lawmakers in building better communities by supporting quality growth, seeking sustainable economies and housing opportunities, embracing the cultural and environmental qualities we cherish, and protecting the rights of property owners.

Mahalo for the opportunity to testify.