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NO. CAAP-25-0000268

IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAII

JOSEPH KASSEL, Plaintiff-Appellee, v.
NNAMDI KASSEL, Defendant-Appellant

APPEAL FROM THE DISTRICT COURT OF THE THIRD CIRCUIT
NORTH AND SOUTH KONA DIVISION
(CASE NO. 3DRC-24-0001376)

SUMMARY DISPOSITION ORDER

(By: Hiraoka, Presiding Judge, Wadsworth and Guidry, JJ.)

Nnamdi Kassel, representing himself, appeals from the *Judgment for Possession* entered by the District Court of the Third Circuit, North and South Kona Division.¹ We affirm.

Joseph Kassel filed a complaint for summary possession against Nnamdi on June 17, 2024. The complaint stated: "There is no written rental agreement for the premises, only an oral agreement." Nnamdi entered a denial. Trial was conducted on November 27, 2024, and January 16 and February 20, 2025. The *Judgment for Possession* against Nnamdi was entered on February 27, 2025. This appeal followed.

Nnamdi's opening brief does not comply with Hawai'i Rules of Appellate Procedure (**HRAP**) Rule 28(b). To promote access to justice, we do not automatically foreclose self-represented litigants from appellate review for not complying with court rules. Erum v. Llego, 147 Hawai'i 368, 380-81, 465

¹ The Honorable David R. Harada-Stone presided.

P.3d 815, 827-28 (2020). We address what we discern to be Nnamdi's arguments, but we disregard the exhibits to his brief that are not part of the record. HRAP Rule 28(b)(10) ("Anything that is not part of the record shall not be appended to the brief, except as provided in this Rule.").

The opening brief makes representations about what happened during the trial, but the record contains no transcripts. The appellant has the burden to show error by reference to the record, and has the responsibility to provide adequate transcripts. Bettencourt v. Bettencourt, 80 Hawai'i 225, 230, 909 P.2d 553, 558 (1995). The opening brief points to the district court's minutes, "but minutes are not evidence, and are solely for the court's use." State v. McKeown, No. CAAP-19-0000607, 2021 WL 2182355, *4 n.8 (Haw. App. May 28, 2021); Rules of the District Courts of the State of Hawai'i Rule 27 ("The court shall cause minutes to be prepared *for its own use.*" (emphasis added)).

(1) Nnamdi argues the district court "lacks jurisdiction over landlord-tenant summary possession actions, which must be brought in the Small Claims Landlord-Tenant Court." There is no "Small Claims Landlord-Tenant Court." See Hawaii Revised Statutes (**HRS**) § 666-6 (2016) ("In the case of summary possession proceedings, the person entitled to the possession of the premises shall bring and prosecute the person's action in the district court of the circuit wherein the lands and premises in question are situated."). The argument lacks merit.

(2) Nnamdi argues the complaint "did not allege a valid lease[.]" It alleged an oral month-to-month rental agreement. Oral leases of real property for any period not exceeding one year are valid. HRS § 666-4 (2016).

Nnamdi argues the complaint "failed to attach the statutorily required 45-day written notice under HRS § 521-68." HRS § 521-68 (Supp. 2023) contains no 45-day notice requirement.

Nnamdi cites various provisions of the Hawai'i Rules of Civil Procedure (**HRCP**). The HRCP do not apply to actions pending

in district court. See HRCF Rule 1(a) ("These Rules govern the procedure in the circuit courts of the State[.]").

(3) Nnamdi argues that Joseph "collected rent payments during June and July 2024 while simultaneously pursuing eviction," but cites no evidence in the record. We disregard the argument. HRAP Rule 28(b)(7).

Nnamdi argues there was no "written and recorded Additional Farm Dwelling lease agreement" required by HRS § 205-4.5. HRS § 205-4.5 (2017 & Supp. 2023) contains no such requirement.

Nnamdi argues "HRS § 521-21 prohibits landlords from demanding or retaining rent without a valid lease or statutory compliance." Joseph's complaint alleged an oral month-to-month rental agreement, and oral leases of real property for any period not exceeding one year are valid. HRS § 666-4.

Nnamdi argues "HRS § 521-74 forbids retaliatory acts, including bad faith rent demands during eviction." He cites no evidence in the record showing retaliatory acts or bad faith rent demands. We disregard the argument. HRAP Rule 28(b)(7).

(4) Nnamdi argues the district court "abused its discretion by admitting Exhibits 8, 9, and 10 during rebuttal on February 20, 2025[.]" He cites Exhibit 11 to his opening brief, which is a copy of district court minutes and portions of unidentified, unauthenticated documents. The brief fails to comply with HRAP Rule 28(b)(4)(A) (requiring points of error to include, "when the point involves the admission or rejection of evidence, a quotation of the grounds urged for the objection and the full substance of the evidence admitted or rejected"). We disregard this argument. HRAP Rule 28(b)(4) ("Points not presented in accordance with this section will be disregarded[.]").

(5) Nnamdi argues the district court "improperly adjudicated title and ownership disputes within a landlord-tenant summary possession action[.]" He failed to order the trial transcripts necessary to show what was adjudicated. He also fails to cite to the record where he raised the issue. We are not obligated to search the record for information that should

have been provided by the appellant. Hawaii Ventures, LLC v. Otaka, Inc., 114 Hawai'i 438, 480, 164 P.3d 696, 738 (2007). We disregard this argument. HRAP Rule 28(b)(4).

(6) Nnamdi argues the Judgment for Possession and Writ of Possession were defective for noncompliance with Hawai'i Electronic Filing & Service Rules Rule 5.2. The rule applies to attorneys who file documents using the Judiciary Electronic Filing System. The Judgment and Writ were signed by the district court judge and conventionally served on Joseph and Nnamdi. There was no defect.

Nnamdi argues "the case was marked 'TERMINATED' on February 20, 2025, without issuance of written Ruling, Order or Notice." The record contains no support for this argument.

(7) Nnamdi argues his "timely motions to Amend and Vacate under HRDCP [sic] rule 15(a), HRCPP Rule 60(b)(1)-(4), (6) were pending when judgment enforcement proceeded, violating Appellant's right to be heard at a meaningful time in a meaningful manner." District Court Rules of Civil Procedure Rule 15(a) pertains to amended and supplemental pleadings. The HRCPP do not apply to cases in the district court. Nnamdi fails to cite to the record where his motions to amend and vacate, or their dispositions, appear. We disregard this argument. HRAP Rule 28(b)(4).

The February 27, 2025 Judgment for Possession is affirmed.

DATED: Honolulu, Hawai'i, October 6, 2026.

On the briefs:

Nnamdi Kassel,
Self-represented
Defendant-Appellant.

Joseph Kassel,
Self-represented
Plaintiff-Appellee.

/s/ Keith K. Hiraoka
Presiding Judge

/s/ Clyde J. Wadsworth
Associate Judge

/s/ Kimberly T. Guidry
Associate Judge