

INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAI‘I

Iriarte v. Reyes

Iriarte · No. CAAP-23-0000095 · Decided November 21, 2025

SUMMARY

The Hawai‘i Intermediate Court of Appeals dismissed Matthew Reyes's appeal as moot. The court held that the expiration of the 20-year lease in July 2024 eliminated any effective remedy concerning the writ and judgment for possession entered in December 2022, and that no exception to mootness applied.

CASE DETAILS

COURT	Intermediate Court of Appeals of the State of Hawai‘i
WRITING FOR THE COURT	Katherine G. Leonard, Presiding Judge; Clyde J. Wadsworth, Associate Judge; Kimberly T. Guidry, Associate Judge
JURISDICTION	Intermediate Court of Appeals of the State of Hawai‘i
DECIDED	November 21, 2025
DOCKET	CAAP-23-0000095
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant-Appellant Matthew Reyes appealed from the District Court of the First Circuit's Writ of Possession and Judgment for Possession entered in favor of Plaintiff-Appellee Peter Iriarte.
STANDARD OF REVIEW	The court reviewed the appeal and mootness issue based on the record and briefs; no separate standard of review was stated for the challenged trial-court rulings.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Matthew Reyes v. Peter Taisipic Iriarte

TOPICS

- mootness
- appellate procedure
- eviction
- landlord tenant

PRACTICE AREAS

- appellate procedure
- landlord-tenant law
- real estate
- contracts

QUESTIONS PRESENTED

1. Whether the appeal challenging the District Court's order conforming the pleadings to the evidence and issuance of a Writ of Possession became moot after the underlying lease expired.
2. Whether any exception to the mootness doctrine applied.

HOLDINGS

1. The appeal was moot because the 2004 Lease expired in July 2024, Reyes's interest in the tenancy ended, and no effective remedy remained available to restore the tenancy under the expired lease.
2. No exception to mootness applied because the appeal involved only the limited issues concerning termination of the expired lease and possession.

KEY QUOTATIONS

“A case is moot if it has lost its character as a present, live controversy of the kind that must exist if courts are to avoid advisory opinions on abstract propositions of law.” (at 2)

“As the 2004 Lease has expired, there is no effective remedy available to restore Reyes's tenancy under the lease.” (at 3)

FACTUAL BACKGROUND

The tenancy arose from a 20-year lease entered into by Reyes and Iriarte's predecessor-in-interest, beginning July 16, 2004, and ending July 16, 2024. The District Court entered a Writ of Possession and Judgment for Possession in Iriarte's favor on December 27, 2022. Because the lease expired while the appeal was pending, Reyes no longer had a present interest in the tenancy and could not obtain restoration of the tenancy under the expired lease.

PROCEDURAL HISTORY

The District Court of the First Circuit, Wai‘anae Division, entered a Writ of Possession and Judgment for Possession on December 27, 2022. Reyes appealed, challenging the court's order conforming the pleadings to the evidence and its issuance of the Writ of Possession. During the appeal, the lease underlying the tenancy expired in July 2024, and the Intermediate Court of Appeals dismissed the appeal as moot.

DISPOSITION

dismissed

CASES CITED

- For Our Rights v. Ige, 151 Hawai‘i 1, 12, 507 P.3d 531, 542 (App. 2022)
- Lathrop v. Sakatani, 111 Hawai‘i 307, 313, 141 P.3d 480, 486 (2006)
- Int’l Market Place Corp. v. Liza, Inc., 1 Haw. App. 491, 494, 620 P.2d 765, 768 (1980)

OPINION

PER CURIAM.

NOT FOR PUBLICATION IN WEST'S HAWAI I REPORTS AND PACIFIC REPORTER
Electronically Filed Intermediate Court of Appeals CAAP-XX-XXXXXXX 21-NOV-2025 07:48
AM Dkt. 58 SO NO. CAAP-XX-XXXXXXX IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAI I PETER TAISIPIC IRIARTE, Plaintiff-Appellee, v. MATTHEW
REYES, Defendant-Appellant APPEAL FROM THE DISTRICT COURT OF THE FIRST
CIRCUIT HONOLULU DIVISION (CIVIL NO. 1DRC-XX-XXXXXXX) SUMMARY
DISPOSITION ORDER (By: Leonard, Presiding Judge, Wadsworth and Guidry, JJ.)

Defendant-Appellant Matthew Reyes (Reyes) appeals from the Writ of Possession and the Judgment for Possession, both entered on December 27, 2022, in favor of Plaintiff-Appellee Peter Iriarte (Iriarte) by the District Court of the First Circuit, Wai anae Division (District Court).¹ Reyes raises two points of error on appeal, contending the District Court erred when it granted: (1) Iriarte's motion to conform the pleadings to the evidence; and (2) the Writ of Possession.

Upon careful review of the record and the briefs submitted by the parties, and having given due consideration to 1 The Honorable Thomas A.K. Haia presided. NOT FOR PUBLICATION IN WEST'S HAWAI I REPORTS AND PACIFIC REPORTER the arguments advanced and the issues raised by the parties, we conclude that this appeal must be dismissed as moot. It is undisputed that the tenancy at issue in this case stems from a lease agreement entered into by and between Reyes and Iriarte's predecessor-in-interest with a 20-year term beginning July 16, 2004, and ending July 16, 2024 (2004 Lease).

It is well-settled that: A case is moot if it has lost its character as a present, live controversy of the kind that must exist if courts are to avoid advisory opinions on abstract propositions of law. The rule is one of the prudential rules of judicial self-governance founded in concern about the proper — and properly limited — role of the courts in a democratic society.

We have said the suit must remain alive throughout the course of litigation to the moment of final appellate disposition to escape the mootness bar. For *Our Rights v. Ige*, 151 Hawai i 1, 12, 507 P.3d 531, 542 (App. 2022) (citations omitted). Mootness is appropriate "where events subsequent to the judgment of the trial court have so affected the relations between the parties that the two conditions for justiciability relevant on appeal — adverse interest and effective remedy — have been compromised."

Lathrop v. Sakatani, 111 Hawai i 307, 313, 141 P.3d 480, 486 (2006) (citations omitted). At no point has either party disputed that the 2004 Lease expired in July of 2024. Consequently, Reyes's interest in the tenancy expired in July of 2024. See *Int'l Market Place Corp. v. Liza, Inc.*, 1 Haw. App. 491, 494, 620 P.2d 765, 768 (1980) ("At the time this case was set for oral argument on this limited question, the lease agreement had terminated.

Consequently, the issue before us has been rendered moot."). The only issues raised on appeal concern the termination of Reyes's tenancy, including whether the District Court properly conformed 2 NOT FOR PUBLICATION IN WEST'S HAWAII REPORTS AND PACIFIC REPORTER the pleadings to consider whether Reyes was in payment default under the 2004 Lease and whether the District Court erred in issuing the Writ of Possession.

As the 2004 Lease has expired, there is no effective remedy available to restore Reyes's tenancy under the lease. We conclude this renders the appeal moot and, in light of the limited issues before us and the expiration of the lease, no exceptions to mootness are applicable here.

For these reasons, Reyes's appeal from the December 27, 2022 Writ of Possession and the Judgment for Possession is dismissed as moot.² DATED: Honolulu, Hawaii, November 21, 2025. On the briefs: /s/ Katherine G. Leonard Presiding Judge Keith M. Kiuchi, for Defendant-Appellant. /s/ Clyde J. Wadsworth Associate Judge Terrence M. Lee (Lee & Martin, LLP), /s/ Kimberly T. Guidry for Plaintiff-Appellee.

Associate Judge 2 This Summary Disposition Order is a dismissal order. No subsequent judgment will be entered. See Hawaii Rules of Appellate Procedure Rule 40.1(a)(1). ³