

INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAI‘I

Zhang v. Wu

Zhang v. Wu · No. CAAP-23-0000380 · Decided January 9, 2026

SUMMARY

The Hawai‘i Intermediate Court of Appeals held that an unregistered ten-year lease of Land Court property may operate as an enforceable contract between the parties and may confer a possessory interest, even though it does not bind the land or operate as a conveyance against third parties. The court concluded that the district court erred in granting summary judgment and entering judgment for possession based solely on the lease's lack of registration. The court also held that the appeal was not moot because the alleged lease remained in effect until 2031, and it vacated the relevant orders, judgment, and writ of possession.

CASE DETAILS

COURT	Intermediate Court of Appeals of the State of Hawai‘i
WRITING FOR THE COURT	Clyde J. Wadsworth; Keith K. Hiraoka; Kimberly T. Guidry
JURISDICTION	Intermediate Court of Appeals of the State of Hawai‘i
DECIDED	January 9, 2026
DOCKET	CAAP-23-0000380
DISPOSITION	vacated
PROCEDURAL POSTURE	Defendant appealed from the District Court's order granting plaintiff's motion for summary judgment, judgment for possession, and writ of possession in an ejectment and damages action involving an alleged unregistered ten-year lease of Land Court property.
STANDARD OF REVIEW	Summary judgment, conclusions of law, and statutory interpretation are reviewed de novo; conclusions of law are reviewed under the right/wrong standard.
PRECEDENTIAL VALUE	published and precedential
PARTIES	Di Wu v. Dan Dan Zhang, by and through her managing agent Honolulu Management LLC

TOPICS

- ejectment
- real estate
- contracts
- statutory interpretation
- summary judgment

PRACTICE AREAS

real estate

landlord-tenant

contracts

civil procedure

appellate procedure

QUESTIONS PRESENTED

1. Whether Wu's appeal was moot after he vacated the Land Court property before execution of the writ of possession.
2. Whether an unregistered lease of Land Court property for a term of one year or more is invalid between the parties and incapable of conferring a possessory interest under Hawai'i Revised Statutes §§ 501-101 and 501-121.
3. Whether summary judgment was improper because genuine issues of material fact existed regarding the existence and validity of the alleged lease.
4. Whether the District Court abused its discretion by denying a continuance of the summary-judgment hearing under District Court Rules of Civil Procedure Rule 56(f).

HOLDINGS

1. The appeal was not moot because the alleged lease remained in effect until July 2031, its validity presented a live justiciable issue, and effective relief might still be available.
2. An unregistered lease of Land Court property for a term of one year or more does not operate as a conveyance or bind the land against third parties, but under HRS § 501-101 it operates as a contract between the parties and, if otherwise valid, may confer a possessory interest in the property.
3. Summary judgment and the resulting judgment for possession and writ of possession were improper because the District Court incorrectly ruled as a matter of law that the unregistered alleged lease could not confer any possessory interest.

KEY QUOTATIONS

"The plain language of HRS § 501-101 makes clear that an unregistered instrument such as the alleged Lease cannot effect a conveyance or bind the land, but that it "shall operate . . . as a contract between the parties[.]" (2)

"That purpose is served in these circumstances by recognizing the Lease, if otherwise valid, as an enforceable contract between Zhang and Wu, but not as an instrument that binds the Property as to others." (11-12)

"Accordingly, we conclude that the District Court erred in granting the MSJ based on its determination that the alleged Lease of the Property could not confer any possessory interest in the Property to Wu as a matter of law, because it was not registered with the Land Court." (13)

FACTUAL BACKGROUND

Zhang owned residential property in Kailua, O'ahu, registered in Hawai'i's Land Court. Wu occupied the property based on an alleged written ten-year lease beginning July 1, 2021, requiring annual rent of \$20,000 and allowing Wu and his family to occupy the property. Zhang filed an ejectment action, and the District Court

granted summary judgment on the ground that the unregistered lease could not create a possessory interest. Wu vacated the property under threat of execution of the writ, but the alleged lease would not expire until July 2031.

PROCEDURAL HISTORY

Zhang filed an ejectment and damages complaint in the District Court of the First Circuit. The District Court denied Wu leave to file counterclaims, concluded that the alleged ten-year lease was invalid because it was not registered in Land Court, granted Zhang's motion for summary judgment, and entered judgment and a writ of possession. Wu appealed after vacating the property under threat of execution of the writ. The Intermediate Court of Appeals held the appeal was not moot, vacated the summary-judgment order, judgment for possession, and writ of possession, and remanded.

DISPOSITION

vacated

REMAND INSTRUCTIONS

Remanded for further proceedings consistent with the opinion, including proceedings in which Wu may seek to prove the existence and validity of the alleged lease and enforce its terms relating to possession.

CASES CITED

- Ralston v. Yim, 129 Hawai'i 46, 292 P.3d 1276 (2013)
- First Ins. Co. of Hawai'i v. A & B Props., Inc., 126 Hawai'i 406, 271 P.3d 1165 (2012)
- State v. Entrekin, 98 Hawai'i 221, 47 P.3d 336 (2002)
- Child Support Enf't Agency v. Roe, 96 Hawai'i 1, 25 P.3d 60 (2001)
- Barker v. Young, 153 Hawai'i 144, 528 P.3d 217 (2023)
- State v. Wheeler, 121 Hawai'i 383, 219 P.3d 1170 (2009)
- State v. Hewitt, 153 Hawai'i 33, 526 P.3d 558 (2023)
- Hamilton ex rel. Lethem v. Lethem, 119 Hawai'i 1, 193 P.3d 839 (2008)
- Lathrop v. Sakatani, 111 Hawai'i 307, 141 P.3d 480 (2006)
- Kaho'ohanohano v. State, 114 Hawai'i 302, 162 P.3d 696 (2007)
- Kemp v. State of Hawai'i Child Support Enforcement Agency, 111 Hawai'i 367, 141 P.3d 1014 (2006)
- Crown Properties, Inc. v. Fin. Sec. Life Ins. Co., 6 Haw. App. 105, 712 P.2d 504 (1985)
- Smith v. Tubal, No. CAAP-XX-XXXXXXX, 2014 WL 7369634 (Haw. App. Dec. 29, 2014) (SDO)
- Scholes v. Kiyoshi Kawaguchi, 142 Hawai'i 360, 419 P.3d 1029 (App. 2017)
- Aames Funding Corp. v. Mores, 107 Hawai'i 95, 110 P.3d 1042 (2005)
- Wells Fargo Bank, N.A. v. Omiya, 142 Hawai'i 439, 420 P.3d 370 (2018)
- City and County of Honolulu v. A.S. Clarke, Inc., 60 Haw. 40, 587 P.2d 294 (1978)
- Packaging Prods. Co. v. Teruya Bros., 58 Haw. 580, 574 P.2d 524 (1978)
- City and County of Honolulu v. F.E. Trotter, Inc., 70 Haw. 18, 757 P.2d 647 (1988)

- Lingle v. Hawai‘i Government Employees' Association, AFSCME, Local 152, AFL-CIO, 107 Hawai‘i 178, 111 P.3d 587 (2005)
- Guth v. Freeland, 96 Hawai‘i 147, 28 P.3d 982 (2001)
- Aickin v. Ocean View Investments Co., 84 Hawai‘i 447, 935 P.2d 992 (1997)
- Hi Kai Investment, Ltd. v. Aloha Futons Beds & Waterbeds, Inc., 84 Hawai‘i 75, 929 P.2d 88 (1996)
- Cho Mark Oriental Food v. K & K International, 73 Haw. 509, 836 P.2d 1057 (1992)
- Maui Land & Pineapple Co. v. Dillingham Corp., 67 Haw. 4, 674 P.2d 390 (1984)
- Lau v. Bautista, 61 Haw. 144, 598 P.2d 161 (1979)
- Lemle v. Breeden, 51 Haw. 426, 462 P.2d 470 (1969)
- Cook v. Luetlich, 252 N.W. 649 (Minn. 1934)
- Hacken v. Isenberg, 124 N.E. 306 (Ill. 1919)
- State v. Abdon, 137 Hawai‘i 19, 364 P.3d 917 (2016)
- State v. Akana, 68 Haw. 164, 706 P.2d 1300 (1985)

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