

We moved in to a cottage at Hawaii Kai Retirement Community in 2016. We signed up for auto rent deduction from our bank account. Sometime late in 2017 or early 2018, we noticed that \$1,000.00 over our rent was being deducted. I spoke to Michael Weider General Manager about it and he said he would take care of it. The \$1,000.00 over was still deducted the following month. I spoke to Mr. Weider again; he explained that Harvest was responsible for the auto rent deduction. I don't remember how many months they took out \$1,000.00 over, but eventually it stopped. However we were not reimbursed, so instead I deducted it from our rent.

On April 13, 2018, there was a huge rain storm that caused a flash flood which flooded our cottage with at least three feet of water. Prior to this storm, the subject of clearing the water catchments and drainage ditches had been brought up at the Residents Council meeting. According to the minutes, all had been cleared except the ditches behind our cottage and the cottage next to ours. It was to be looked into.

The flood happened in the evening and due to the high volume of 911 calls people were told they would have to wait their turn for assistance. When Mr. Weider made it to our unit he moved us into a one bedroom apartment in the building next to our cottage.

While we lived in the apartment we were still charged the same amount of rent as our cottage. I asked Mr. Weider why we were being charged the same rent and he said that we were being charged the fair market value price for the apartment. Now this one bedroom one bathroom apartment had no kitchen, except for a sink and a refrigerator, also there was no washing machine or dryer in the unit. Our cottage has two bedrooms two bathrooms, a full kitchen, washer and dryer and a garage. How can you compare the two as being equal in rent?

A few months prior to the flood, I had enquired about the price of that same apartment as our daughter and granddaughter were coming to visit and that unit is used for guests that visit. Mr. Weider told me at that time the unit went for \$100.00 a night. Why did he think he could tell me that the one bedroom unit and our two bedroom cottage were of the same fair market value?

When I asked Mr. Weider again about the rent charge, I told him that it wasn't right; he then said he would deduct \$2,800.00 from the rent. What I didn't realize at the time was that he meant for the five months that we lived in the one bedroom, not per month as I was led to believe. Is this fair to be charged for the cottage while living in the one bedroom?

After the flood the cleanup crew began taking all our furniture out to the yard. They began marking items to be thrown away before we had a chance to look them over and decide if they were damaged. We had two custom made book shelves, three DVD wood shelves and a glass hutch that was expensive that were still in good condition. My husband had to help carry these items back into the garage. This was very taxing on him as he is not well. The next construction crew was from Handy Andy and they put all that furniture back out in the yard when they took over for the first crew. That night it rained and the glass hutch was destroyed along with the three DVD wood shelves and one of the custom made shelves. We were not allowed into the garage or the cottage so it was weeks before we found out about the damage, Handy Andy had already disposed of the items. Once I learned of this I brought it to Mr.