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No. 25F-H125-REL

ADMINISTRATIVE LAW JUDGE DECISION

Respondent.

APPEARANCES: Petitioner Andrea Santos Alonso appeared on her own behalf. Christina Morgan, Esq. represented Respondent Hudson Trace, Inc. Kristin Goodman appeared as a witness.

EXHIBITS ADMITTED INTO EVIDENCE: Administrative Notice taken of Agency Record; Respondent Hudson Trace, Inc.'s Exhibits 2 and 3.

1. Hudson Trace, Inc. ("Respondent") is a condominium association located in Tempe, Arizona.

2. On or about December 12, 2025, Andrea Santos Alonso (“Petitioner”) filed a petition with the Arizona Department of Real Estate (“Department”) alleging that Respondent had violated A.R.S. § 33-1255(E). Petitioner paid the required \$500.00 filing fee to address the one issue claimed in the petition.

3. The Notice of Hearing in this matter set forth the issue to be determined as follows: “The Hudson Trace HOA violated A.R.S. § 33-1255(E) by refusing to repair drywall damage that its plumber caused inside my unit on 11/26/2025 while accessing and repairing a common plumbing line, despite written acknowledgment from HOA management and HOA counsel that the Association’s vendor performed the work.”

1 4. Petitioner is the owner of Unit 1071. Unit 2071, the unit above
2 Petitioner's unit, experienced a water leak that originated in a common element.
3 Respondent's plumber opened the wall in Petitioner's unit to access the area with the
4 leak. However, the homeowner in the unit above Petitioner hired their own plumber to
5 perform the repair of the leak. Petitioner has requested that Respondent pay for the
6 repair of the damage caused by Respondent's plumber in ascertaining the source of the
7 leak.

8 5. Respondent asserted that the cited statute does not apply to the
9 instant matter and that the burden of making the necessary repairs falls on Petitioner. In
10 a letter dated December 9, 2025, Respondent, through counsel, stated the following in
11 pertinent part:

12 The Association acknowledges that it did cut the drywall in your Unit
13 based on your report of the leak and as part of its efforts to identify the
14 source of the leak and make any necessary repairs to the Common
15 Elements. As we stated in our previous letter, no repairs were made
16 because the Owner of Unit 2071 had the repairs done through her home
warranty and covered the expense of the drywall.

17 While repairing the Common Elements is the Association's responsibility,
18 Arizona law (A.R.S. § 33-1255(C)(2)) clearly states that the costs of said
19 repairs (common expense) shall be assessed against the Unit benefiting
20 from the repairs when the common expense benefits fewer than all the
21 Owners in the community. Repairing the Common Element drywall in your
22 Unit only benefits you and your Unit. Accordingly, the Association is
required by law to assess you the expenses in the event the Association
performs the repairs.¹

23
24 6. Kristin Goodman, Respondent's Community Manager, testified that
25 on October 10, 2025, Petitioner initially notified Respondent that she believed there was
26 a leak affecting her unit. Ms. Goodman testified that "typically" the HOA is not
27 responsible for plumbing issues and therefore, she recommended that Petitioner hire a
28 plumber.

29 ¹ See Respondent's Exhibit 2.

1 7. On November 3, 2025, Petitioner emailed Ms. Goodman again
2 stating that the issue was not resolved, and in response, Respondent dispatched its
3 plumber to find the source of the leak, resulting in Respondent's plumber cutting drywall
4 in Petitioner's unit. Ms. Goodman explained that Respondent's plumber had to access
5 both Petitioner's unit and unit 2071 in order to perform its inspection. Respondent's
6 plumber did not perform the repair to the leak. Instead, the owner of unit 2071 filed an
7 insurance claim. Ms. Goodman testified that if Respondent's plumber had actually
8 made the repair, Respondent would have charged the owner of unit 2071. Ms.
9 Goodman testified that the leak was found in Unit 2071's bathroom sink.

10 **CONCLUSIONS OF LAW**

11 1. The Department has jurisdiction to hear disputes between a property
12 owner and a condominium association.²

13 2. In this proceeding, Petitioner bears the burden of proving by a
14 preponderance of the evidence that Respondent violated A.R.S. § 33-1255(E) as
15 alleged in her petition.³

16 3. A preponderance of the evidence is "[e]vidence which is of greater weight
17 or more convincing than the evidence which is offered in opposition to it; that is,
18 evidence which as a whole shows that the fact sought to be proved is more probable
19 than not."⁴

20 4. A.R.S. § 33-1255(E) provides as follows: "[i]f any common expense is
21 caused by the misconduct of any unit owner, the association may assess that expense
22 exclusively against that unit."⁵

23 5. When construing a statute, the primary goal is to ascertain the
24 legislature's intent.⁶ This is accomplished by first looking to the text of the statute.⁷ If
25 the language is clear, its plain meaning is ascribed, unless it would lead to absurd

26

² A.R.S. § 32-2199 *et seq.*

27 ³ A.A.C. R2-19-119.

28 ⁴ BLACK'S LAW DICTIONARY 1182 (6th ed. 1990).

29 ⁵ (Emphasis added.)

30 ⁶ *State ex rel. Thomas v. Contes*, 216 Ariz. 525, 527, 169 P.3d 115, 117 (App. 2007).

⁷ *Id.*

1 results.⁸ If ambiguity exists, secondary principles of statutory construction are used to
2 determine the intent.⁹

3 6. In this case, Petitioner has alleged that Respondent is in violation of
4 A.R.S. § 33-1255(E) because it has refused to pay for the drywall repair of the damage
5 caused by Respondent's plumber. However, Petitioner did not establish that the
6 expense was caused by the *misconduct* of any unit owner.

7 7. Therefore, the Administrative Law Judge concludes, based upon the
8 evidence presented at hearing, that Respondent's refusal to pay for Petitioner's drywall
9 repairs is not a violation of A.R.S. § 33-1255(E).

10 8. Petitioner failed to prove by a preponderance of the evidence that
11 Respondent violated the cited statute as alleged in the Petition.

12 **ORDER**

13 IT IS ORDERED that Petitioner's Petition is dismissed.

14 **NOTICE**

15 **Pursuant to A.R.S. §32-2199.02(B), this Order is binding on the parties**
16 **unless a rehearing is granted pursuant to A.R.S. § 32-2199.04.**
17 **Pursuant to A.R.S. § 41-1092.09, a request for rehearing in this matter**
18 **must be filed with the Commissioner of the Department of Real Estate**
19 **within 30 days of the service of this Order upon the parties.**

20 Done this day, April 21, 2026.

21 /s/ Sondra J. Vanella
22 Administrative Law Judge

23 Transmitted by either mail, e-mail, or facsimile April 21, 2026, to:

24 Susan Nicolson, Commissioner
25 Arizona Department of Real Estate

26 Hudson Trace, Inc
27 C/O VF Law
28 jessica.holfman@vf-law.com

29 ⁸ *Id.*; *Marsoner v. Pima County*, 166 Ariz. 486, 488, 803 P.2d 897, 899 (1991).

30 ⁹ *Contes*, 216 Ariz. at 527.

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By: OAH Staff