

BUILDING MAINTENANCE AND STRATA MANAGEMENT ACT
BUILDING MAINTENANCE AND STRATA MANAGEMENT
(STRATA TITLES BOARDS) REGULATIONS 2005

STB No. 63 of 2014

In the matter of an application under Section 101
of the Building Maintenance and Strata
Management Act in respect of the development
known as **CRAIG PLACE** (MCST No. 2730)

Between

Patrick Wee Hock Chye

... Applicant

And

Jason Low Kok Sum

... Respondent

Coram: Mr. Seng Kwang Boon
Deputy President

Panel Members: Mr. Edwin Choo Soen Huat
Mr. Oommen Mathew

Applicants: Patrick Wee Hock Chye

Respondents: Jason Low Kok Sum

Counsel: Ms Grace Tan
(M/s Khattar Wong LLP for the Respondent)

GROUNDS OF DECISION

1. The Applicant is one Patrick Wee Hock Chye. He is the subsidiary proprietor of unit #XXX Craig Place located at No. 20 Craig Road Singapore 089682.
2. The Respondent is one Jason Low Kok Sum. He is the subsidiary proprietor of unit #XXX Craig Place which is adjacent to the Applicant's unit.

The Applicant's claim:

3. The Applicant alleged that on the 23rd April 2014, his tenant returned to Singapore after a vacation and found a puddle of water on the kitchen floor area in unit #XXX. The Applicant said that water had leaked from the Respondent's unit through the partition wall into his unit. He claimed that the water leakage had caused damage to his property which he had quantified under the following heads of claim:

4.
 - a) Lower Kitchen Cabinet : \$4355
 - b) Waterproofing and repairs to the masonry wall : \$500
 - c) Install back existing sink with tap : \$200
 - d) Replace and polish damaged marble tiles on the kitchen floor : \$5900
 - e) Loss of rental from 27 July 2014 to 26 July 2015 : \$60,000
 - f) Cost incurred in filing this application : \$500
 - g) Cost incurred in the preparation of Affidavits : \$1200
 - h) Cost of fees for this Hearing : \$300
 - i) Agent Fees : UNSPECIFIED
 - j) Medical bills for injuries caused by the Respondent : \$107

Respondent's Defence:

5. Respondent admitted that the leak was from a pipe in his bathroom. He had it repaired on 29 April 2014.

6. He however disputed the extent of the damages caused by the leak and disagreed with the quantum claimed by the Applicant.
7. He also denied that the leakage had caused the loss of rental. He further denied claims under items (f) to (j).

Board's Findings:

9. On the evidence adduced we find that the leak originated from the Respondent's unit. Water from the leaking pipe in Respondent's unit seeped through the wall for an unknown number of days until discovered by Applicant's tenant when he returned to the unit after his vacation.

Damages to kitchen cabinet, wall, sink and tap under items (a) , (b) and (c):

10. As there was nothing to the contrary, we accept the "Observation Report" from An Quan Renovation and Construction Company and find that these damages were caused by the leaking concealed pipes in the adjoining wall.
11. The replacement and repairs for these items amounted to a total of \$5055. We allow these claims.

Damage to marble flooring item (d):

12. There were insufficient evidence adduced by the Applicant to show the extent of staining and damages to the marble floor and whether the tiles needed to be replaced and how many of them.
13. We are of the view that a grind and polish would suffice and reasonable in the circumstances of this case.
14. The cost of grind and polish had been quoted by one of Applicant's contractor- Disaster Restoration Pte. Ltd. to be \$1800.
15. We allow \$1800 under this item.

Loss of Rental - item (e):

16. The damages caused by the leakage were confined to the wall behind the kitchen cabinet, the lower kitchen cabinet itself and the staining on the marble tiles on the floor of the kitchen area. We accept the loss adjuster's, one Alvin Anthony, evidence that these damages were minimal and should not have rendered the Applicant's unit to be in a condition that was not habitable.
17. We note that the tenant had stayed on to the end of July 2014 almost 3 months after the reported leakage. It did not appear that the unit was not habitable. The tenancy had earlier been renewed for another year but Applicant had allowed the tenant to break the tenancy on account of perceived dust, noise, loss of privacy and insecurity and health grounds.

18. This claim is also dismissed.

Agent Fees under item (i):

19. There is no evidence adduced that Applicant is going to incur agent fees. We note that the Applicant is a housing agent himself.

20. This claim is dismissed.

Medical Bills under item (j):

21. There is no merit in this claim. There was a personal fight between them.

22. This claim is dismissed.

Costs under items (f), (g) and (h):

23. As the Applicant did not succeed in all his claims, each party shall bear his own costs.

Order of the Board:-

- a) The Board orders that the Respondent pays to the Applicant the sum of \$6855.00 (\$5055 + \$1800).
- b) In the event the Respondent fails to comply with this order, the Applicant may proceed to take all reasonable steps to give effect to the same and recover all costs incurred as a debt from the Respondent.

Dated this 12th day of January 2015

MR SENG KWANG BOON
Deputy President

MR. EDWIN CHOO SOEN HUAT
Member

MR. OOMMEN MATHEW
Member