

BUILDING MAINTENANCE AND STRATA MANAGEMENT ACT

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

STB No. 52 of 2017

In the matter of an application under Section 101
of the Building Maintenance and Strata
Management Act in respect of the development
known as **EASTVALE** (MCST No. 2446)

Between

**Soh Kah Wah @ Vincent Leow /
Chong Lay Kee**

... Applicant(s)

And

**Lee Cheng Hong /
Ong Ah Tim @ Wong Moi Moi**

... Respondent(s)

GROUNDS OF DECISION

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29th September 2017, 10th October 2017

22 November 2017

Coram:	Mr Alfonso Ang	(President)
	Mr Lee Keh Sai	(Member)
	Mr Lim Boon Cheng	(Member)

Introduction

1. The Applicants, Soh Kah Wah @ Vincent Leow and Chong Lay Kee are the subsidiary proprietors of Block 39 #XXX Eastvale, Pasir Ris Drive 3, Singapore 519495. The Applicants' property is tenanted to Arun Arumugam ("the Tenant").

2. The Respondents, Lee Cheng Hong and Ong Ah Tim @ Wong Moi Moi, are the subsidiary proprietors of Block 39, #XXX, Eastvale, Pasir Ris Drive 3, Singapore 519495.
3. This is a matter concerning inter-floor water leakage where the Applicants alleged that owing to the faulty water pipes of the Respondents' unit, water seeped into their unit and caused significant damage to the structure and fixtures of their unit.
4. The Applicants seek an order that the Respondents pay a sum of S\$3,000.00 being the costs to rectify the damage to their property as evidenced by a quotation from the Applicants' contractor, Aspen Design Studio Pte Ltd ("Aspen"), dated 15 March 2017. The following are the alleged defects that require rectification and the quotation for the repairs by Aspen: -

<u>S/No.</u>	<u>Renovation Work</u>	<u>T/Price (S\$)</u>
(1)	Supply labour & material to dismantle existing cabinet at kitchen.	350.00
(2)	Supply labour & material to disconnect existing sink.	100.00
(3)	Design & fabricate L5ft bottom cabinet at kitchen.	800.00
(4)	Supply labour & material to install L5ft solid surface work top at kitchen.	500.00
(5)	Supply labour & material to connection for inlet/outlet for kitchen sink.	250.00
(6)	Supply labour & material to repair existing ceiling at kitchen.	500.00
(7)	Supply labour & material to paint with ICI/Nippon paint at kitchen.	500.00
	Grand Total:	3,000.00

Applicants' Case

5. The Applicants gave their evidence through Soh Kah Wah ("Soh") and the Tenant.

6. The Applicants relied on a letter dated 7 March 2017 from the management corporation to the Respondents and copied the said letter to the Respondents as one of the basis of their claim. In that letter, the managing agent highlighted to the Respondents' attention that there was water seepage to the Applicants' unit and that "during inspection, we found that it is highly probable case of inter-floor seepage". Other than this short conclusion, the letter delved into the provisions concerning water seepage under the Building Maintenance and Strata Management Act (BMSMA), Chapter 30C.
7. The Applicants also relied on their own belief that the water seepage must have emanated from the Respondents' unit and thus the presumption under Section 101(8) of the BMSMA, is raised.
8. The following are the events in chronological order as adduced by the Applicants.
9. On 29 January 2017, the Tenant observed water leaking into the unit from the kitchen ceiling and informed the Applicants the next day. The Respondents were told of the water leakage during an inspection attended by both the Applicants and the Respondents, and the Respondents insisted on getting their own contractors to rectify the leakage.
10. During a visit to their unit on 10 February 2017, the Applicants noticed that water was constantly trickling down from the kitchen ceiling and onto the cabinet and kitchen counter top. This was brought to the attention of the Respondents who denied that the water seepage emanated from their unit and that they were responsible.
11. The Tenant confirmed that sometime in the last week of February 2017, the Respondents' plumbers visited the unit and inspected the areas affected by the water seepage in the kitchen and service balcony. The Respondents were alleged to have confirmed that the water seepage emanated from their toilet pipeline. In the meantime, the Respondents had informed the Applicants that they had fixed the water leakage by replacing the defective toilet pipes in their unit.

12. On 6 March 2017, water continued to seep through the Applicants' kitchen ceiling board and the ceiling board was in danger of collapsing.
13. On 7 March 2017, the Tenant informed the Applicants that a portion of the ceiling board in the kitchen area had collapsed onto the kitchen floor. The exposed existing water pipe above the kitchen ceiling within the Applicants' unit was observed to be leaking with water trickling slowly but constantly.
14. On 11 March 2017, a plumber engaged by the Applicants replaced the leaking pipe above the kitchen ceiling with a new pipe. After the replacement, there was no more water leakage.
15. On 15 March 2017, Aspen gave a quotation to carry out the rectification work on the Applicants' premises.

Respondents' Case

16. The Respondents gave evidence through Lee Cheng Hong ("Lee"), his daughter, Lee Su Min, and a contractor, Goh Kai Hock of Poh Huat Contractor.
17. Lee did not dispute that on 30 January 2017 he was informed by the Applicants that there was water leakage to their premises. However, when he examined the ceiling board at the Applicants' kitchen which was "darkened", he asserted that from his experience and knowledge of being a Master Degree holder in Engineering Management, it was Soh's pipe that was leaking.
18. On 31 January 2017, Lee went to the management office to obtain the assistance of the managing agent officer to check the pipes.
19. On 8 February 2017, the managing agent informed Lee that there was a water leakage in his service balcony toilet pipe. Lee maintained that his service balcony remained dry and there was no tell-tale sign such as de-colouration due to water leakage on the wall. However, he agreed to repair them as he intended to stay in his unit for the long term.

20. On 20 February 2017, Lee's contractor, Poh Huat Contractor, replaced his service balcony toilet pipe and ran them outside the wall so that he could easily spot any water leakage. He said that out of goodwill he offered to paint the Applicants' kitchen wall and the ceiling board but was unable to do so as the kitchen wall was still wet on 24 February 2017 when he inspected it. Lee paid his contractor \$950 and according to the contractor he is still waiting to paint the Applicants' kitchen and the ceiling board.
21. On 8 March 2017, the ceiling board above the kitchen in the Applicants' unit collapsed. The Respondents went to the Applicants' unit accompanied by the condominium manager to look at the water leaking problem that caused the collapse. They found that the water leakage was from a copper pipe belonging to the Applicants above the ceiling board in the kitchen area.
22. The discovery of this leaking copper pipe above the kitchen area in the Applicants' unit was only found and confirmed on 8 March 2017 but Lee maintained that it probably had already been leaking before 8 March 2017.
23. The Applicants confirmed that there had been no report of water leakage after his plumber replaced the leaking copper pipe above the kitchen area on 10 March 2017.

Board's Decision and Order

24. The Board examined all the evidence and submissions from the Applicants and Respondents. No independent surveyor was appointed by either party to conduct a site inspection, survey the affected areas (especially the service balcony area) and report on the probable cause of the water seepage. Furthermore, no water ponding test was carried out to check on the integrity and water-tightness at the affected areas by the Respondents after they carried out the rectification work.
25. Both parties relied on their own perception as to what caused the water seepage. The Applicants relied on the presumption (which they are entitled to) that the upper unit is

liable. The Respondents relied on his own professional opinion that the water seepage could not possibly be from his unit.

26. The Board had no assistance from any party. What is clear is that there appears to be 2 sources of water seepage: one possibly from the Respondents' unit and the other which was definitely from the Applicants' own unit. The Board does not accept the bare assertion evidence from Lee that it was impossible for the water leakage in the Applicants' unit to have emanated from his unit. To that extent, they have not rebutted the presumption under section 101(8) of the BMSMA. The 2nd water leakage was clearly the Applicants' responsibility.
27. However, to what extent did the first water leakage, if it came from the Respondents' unit, cause the damage to the Applicants' unit is not known. It is also not known when the 2nd water leakage which was discovered only on 8 March 2017 started and the extent of damage the 2nd water leakage caused.
28. The Applicants had failed to prove that all the damage they now claim can be solely attributed to the Respondents. There was no evidence as to whether the damage caused was attributed to the 1st or 2nd water leakage.
29. The Board accordingly orders that the Respondents make good the ceiling board and paint the wall of the Applicants' kitchen which he had intended to do in any case within 30 days from this order.
30. The other claims by the Applicants are not proven to be caused by the Respondents and hence, disallowed. The claims are as follows: -
 - (i) to dismantle the existing cabinet at the kitchen;
 - (ii) to design and fabricate the bottom cabinet at the kitchen;
 - (iii) to install a solid surface work top at the kitchen; and
 - (iv) to connect the inlet/outlet for kitchen.

31. The Board also orders that the Respondents bear half of the filing fees and hearing fee amounting to S\$700.00.

Dated this 22nd day of November 2017

MR ALFONSO ANG
President

MR LEE KEH SAI
Member

MR LIM BOON CHENG
Member