BUILDING MAINTENANCE AND STRATA MANAGEMENT ACT

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

STB No. 123 of 2018

In the matter of an application under **Section 101(1)(c)** and **Section 106** of the Building Maintenance and Strata Management Act in respect of the development known as **Suites @ Newton** (MCST Plan No. 4396)

Between

Rosalina Soh Pei Xi

… Applicant

And

1. Hui Mun Wai
2. The Management Corporation Strata Plan No. 4396

… Respondents

GROUNDS OF DECISION

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13th June 2019

18th June 2019

5th August 2019

Coram:	Mr. Alfonso Ang	(President)
	Dr. Tang Hang Wu	(Member)
	Mr. Cyril Seah Kwei Hiok	(Member)

Background Facts

1. This is a dispute between two subsidiary proprietors and the management corporation over the installation of a fixed awning. The resident upstairs is distressed over *inter alia* the noise in relation to the fixed awning, installed by her neighbour who lives below, when it rains. Her neighbour maintains that the fixed awning is necessary to protect him from "killer" litter i.e. objects thrown or falling from high buildings which endangers the people below. He also relies on the fact that the installation of the fixed awning had been allowed by the management corporation's council members.

2. Ms. Rosalina Soh Pei Xi ("**the Applicant**") is the subsidiary proprietor of a unit #XXX in the condominium development known as Suites @ Newton ("**the Development**"). The 1st Respondent is Mr. Hui Mun Wai who is the subsidiary proprietor of a unit #XXX in the Development. On 18 February 2019, the Applicant filed an interlocutory application to add the Management Corporation Strata Plan No. 4396 ("**the MCST**") of the Development as the 2nd Respondent in these proceedings for an order that the 1st Respondent remove the fixed awning at his sky terrace.

3. To understand the dispute, it is useful to describe the context in which the fixed awning was installed. On 6 May 2017, the MCST held its 1st Annual General Meeting ("**1st AGM**") where the Applicant and the 1st Respondent were appointed as the Treasurer and Chairman of the 1st Management Council ("**MC**"), respectively. The issue of water seepage to the sky terrace units, which included the 1st Respondent's unit, was raised at the 1st AGM and subsequently at the 1st council meeting on 22 May 2017.

4. At the 2nd council meeting on 21 July 2017, the then Managing Agent, M/s Affinity Property Consultants Pte. Ltd. ("**the Previous MA**"), informed the MC that they had advised the subsidiary proprietors of the sky terrace units, including the 1st Respondent's unit, on the relevant documents for the proposed installation of a fixed awning ("**the Installation**"), applicable for units with a Private Enclosed Space area.

5. On 5 October 2017, by way of email, the MA sought approval from the MC on the Installation at the 1st Respondent's unit. The email comprised attachments of an image/photo and drawing of the fixed awning, a floor plan, and emails from the 1st Respondent on checks of the requirements by the Building and Construction Authority ("**BCA**") and the Urban Redevelopment Authority ("**URA**") for the Installation. On the same day, the 1st Respondent, the Applicant and Ms. Foo Kit Loo ("**Ms. Foo**"), a council member, approved the Installation. The next day, the MA informed the MC about the approval for the Installation. There is some dispute as to whether the Applicant's approval was conditional on the material used being not too noisy when it rains. This is an issue that this Board will be examining in some detail below.

6. Thereafter, the 1st Respondent proceeded with the Installation on 26 October 2017.

7. Subsequently, at an extraordinary general meeting held on 20 October 2018, a by-law allowing for fixed awnings was proposed and passed with 76.3%. This by-law was duly lodged with the Commissioner of Buildings.

Applicant's Case

8. The Applicant's main objection is that that the fixed awnings caused the Applicant much distress, in particular, due to the noise caused by falling raindrops on the fixed awning. In this regard, the Applicant called Dr. Tan Kok Yang ("**Dr. Tan**"), a Principal Acoustic Consultant as her expert witness. As set out in the Noise Assessment Report produced by Dr. Tan dated 25 January 2019 at paragraphs 5.1 (ii) and (iv):

> *"(ii) …in the event of rain, the roofing panels outside the windows of the bedroom had adverse aural effect on the Client/or occupants of the bedroom as the noise level difference recorded was between 4.1 to 8 dB(A) indicating that there was clear and significant changes in noise levels in the room.*
>
> *"(iv) The resulting increases in the noise during in the event of rain, and as a result of impact action of the noise drop on the roofing are likely to cause distress and discomfort to the affected person in the bedroom. Such impact noise may affect sleep and aural and mental discomfort for most people with normal hearing."*[1]

9. The Applicant gave evidence that the noise caused her to lose sleep. On one occasion, she missed a flight for a work trip due to her inability to sleep which caused her to be reprimanded badly at work. All these contributed to her being diagnosed with depression.

10. The Applicant raised additional issues with the Installation as summarised:

    (a) the fixed awning is outside her bathroom and bedroom windows which compromised her safety;

    (b) dirt on the fixed awning attracted pests and her bathroom and bedroom windows were thus kept closed;

    (c) water puddles on the fixed awning might become mosquito breeding sites; and

[1] Affidavit of Evidence in Chief of Tan Kok Yang dated 28 January 2019 at page 21.

(d) the fixed awning did not comply with URA regulations and the Singapore Civil Defence ("**SCDF**") fire code.

1st Respondent's Case

11. The 1st Respondent's case is that the installation was necessary due to "killer" litter and that it had been duly approved by the MC. He has given evidence that he found a used condom on 27 November 2016 and large pieces of debris of diameters between 5 to 7 centimetres on his open terrace on 10 and 11 June 2017.

12. The 1st Respondent's responses to the Applicant's issues on the Installation are summarised:

(a) the noise from raindrops was not loud as alleged by the Applicant and the Applicant did not complain about this earlier;

(b) the Applicant's contention that her security was compromised is rejected as the fixed awning is 6 meters above the ground floor and not publicly accessible;

(c) the fixed awning was reasonably clean and dry when photos were taken of the said shelter. The fixed awning also had an incline for liquids to drain off; and

(d) the application for the Installation submitted to the MA had stated the Installation was compliant with BCA and URA regulations.[2]

MCST's Case

13. The 1st Respondent, who is also Chairman of the MC, argued that approval from URA and BCA was not required for the Installation.[3] His argument was supported by Ms. Foo[4] and the Previous MA.[5] The current MA, M/s Newman & Goh Property Consultants Pte. Ltd. ("**the Current MA**"), is of the view that the fixed awning was indeed approved by the authorities.[6]

The Law on the Installation of Awnings in Strata Developments

14. There are several issues in relation to the installation of awnings:

[2] Affidavit of Evidence in Chief of Hui Mun Wai dated 28 January 2019 at para 18.
[3] Reply Affidavit of Hui Mun Wai dated 17 April 2019 at paras 3 to 6.
[4] Reply Affidavit of Foo Kit Loo dated 16 April 2019 at para 3.
[5] Reply Affidavit of Chen WenXu dated 17 April 2019 at para 4.
[6] Reply Affidavit of Lim-Wong Pei Hwa dated 16 April 2019 at para 5.

(a) whether a special resolution or 90% resolution is required to enact the necessary by-law allowing for the installation of awnings;

(b) if the requisite resolution is not obtained, whether there is an exception within the statutory scheme which obliges the management corporation to prescribe guidelines for the installation of awnings; and

(c) if such a statutory exception exists, whether the management corporation's obligation to prescribe the awnings is qualified by the principle that the management corporation should only prescribe what is necessary, reasonable, and proportionate.

15. To begin, it is important to understand the framework of by-laws within the statutory scheme. There are two forms of by-laws envisaged in the legislative scheme. First, there are by-laws which may be made by the management corporation with the prescribed resolution. This may be termed by-laws of the management corporation. Second, there are by-laws found in the statute ("**statutory by-laws**") which cannot be amended by the management corporation. It is important to note that no by-laws made by the management corporation may conflict with these statutory by-laws.

16. In relation to by-laws which are made by the management corporation, section 32(3) of the Building Maintenance and Strata Management Act (Cap 30C, Rev Ed 2008) ("**BMSMA**") provides that:

> *" ...(3) Save where otherwise provided in section 33, a management corporation may, pursuant to a special resolution, make by-laws, or amend, add to or repeal any by-laws made under this section, for the purpose of controlling and managing the use or enjoyment of the parcel comprised in the strata title plan, including all or any of the following purposes:*
>
> *(a) safety and security measures;*
> *(b) details of any common property of which the use is restricted;*
> *(c) the keeping of pets;*
> *(d) parking;*
> *(e) floor coverings;*
> *(f) garbage disposal;*
> *(g) behaviour;*
> *(h) architectural and landscaping guidelines to be observed by all subsidiary proprietors;*
> *(i) such other matters as are appropriate to the type of strata scheme concerned."*

17. Therefore, for these matters a special resolution i.e. a 75% resolution must be obtained to enact the necessary by-laws.

18. However, by-laws which grant subsidiary proprietors exclusive use of common property exceeding three years require a higher threshold. Section 33(1)(c) of the BMSMA stipulates that a 90% resolution is required to make by-laws conferring on subsidiary proprietors the exclusive use and enjoyment of or special privileges in respect of the whole or any part of common property exceeding three years.

A. Whether a Special Resolution or 90% Resolution is Required

19. In order to address the first issue listed at paragraph 14(a) above, the question of whether the fixing of an awning on to the external walls constitutes an exclusive use of common property exceeding three years would have to first be answered. If the answer to this question is yes, then section 33(1)(c) of the BMSMA would be engaged and a 90% resolution is required to enact the necessary by-law. In contrast, if the answer to this question is in the negative, then only a special resolution of 75% is required.

20. The answer to this question was recently provided by Justice Chan Seng Onn in *Wu Chiu Lin v Management Corporation Strata Title Plan* [2018] 4 SLR 975 (*"**The Sunglade***"). Justice Chan held that common property included external walls of a strata development and hence, a by-law allowing a subsidiary proprietor who wished to install coverings over roof trellises needed to be passed by a 90% resolution. This is because the installation of coverings over the roof trellises involved the conferring of exclusive use and enjoyment of or special privileges exceeding three years in respect of common property. In *Ahmad bin Ibrahim and 21 others v The MCST Plan No. 4131* STB No. 119 of 2017 ("***The Belysa***") at [26], the Board said:

> *"…The Board regards itself to be bound by The Sunglade decision. Since the coverings over the roof trellises are very similar to the installation of awnings, we are of the view that a 90% resolution is required to make the necessary by-laws authorising the awnings."*

21. Thus, a 90 % resolution is required to make the necessary by-laws authorising an awning because it is fixed to the external wall which is common property. This will constitute an exclusive use of common property. This point of law is not disputed by the Respondents. In the Respondents' Closing Submissions dated 2nd July 2019, the Respondents submitted at [8]:

> *"…the installation of the awning constitutes exclusive use and enjoyment of the common property which would ordinarily require approval by way of an exclusive use by-law passed by a 90 % resolution."*

B. Whether an Exception Exists for the Management Corporation to Prescribe Guidelines for Awnings installation

22. However, even if the necessary 90% resolution is not obtained, an exception exists within the statutory by-laws. In particular, the Second Schedule to the Building Maintenance (Strata Management) Regulations 2005 ("**BMSMR 2005**") contains these statutory by-laws. Paragraph 5(1) of the Second Schedule provides that:

> *"5.—(1) A subsidiary proprietor or an occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the management corporation."*

23. Yet, paragraph 5(1) of the Second Schedule of the BMSMR 2005 is qualified by paragraph 5(3) ("**by-law 5(3)**") which provides:

> *"(3) This by-law shall not prevent a subsidiary proprietor or an occupier of a lot, or a person authorised by such subsidiary proprietor or occupier from installing —*
>
> *(a) any locking or other safety device for protection of the subsidiary proprietor's or occupier's lot against intruders or to improve safety within that lot;*
> *(b) any screen or other device to prevent entry of animals or insects on the lot;*
> *(c)* any *structure or device* to *prevent harm to children; or*
> *(d) any device used to affix decorative items to the internal surfaces of walls in the subsidiary proprietor's or occupier's lot."*

24. Chief Justice Sundaresh Menon in *Sit Kwong Lam v Management Corporation Strata Title Plan No 2645* [2018] 1 SLR 790 ("***The Ardmore Park***") at [72] interpreted paragraph 5(3)(c) of the Second Schedule of the BMSMR 2005 in the following manner:

> "…Reading *the exception* in by-law 5(3)(*c*) in a consistent way, we were of the view that it must similarly be limited to the situation where a subsidiary proprietor erected a structure or device on common property in order to prevent harm to *children while they were within his lot*. (emphasis in the original)"

25. In *The Belysa* at [20], the Board held that by-law 5(3) constituted an exception to the general rule that a 90 % resolution was required when there is a "killer" litter problem. The Board further held that by-law 5(3) was wide enough to include an awning which is "installed to prevent "killer" litter from harming occupants of the subsidiary proprietor's lot". Flowing from *inter alia The Ardmore Park*, the Board in *Pang Loon Ong and Ors v The MCST Plan No 4288* STB No. 21 of 2019 ("***D'Leedon***") recently stated that under existing law the management corporation did have the power, and was indeed obligated, to prescribe guidelines in relation to awnings when there is a "killer" litter problem. In *D'Leedon,* the Board stated that even if the requisite majority is not obtained, the management corporation is empowered to issue guidelines in relation to awnings where there is a "killer" litter problem because it "*cannot be Parliament's intention for a management corporation to be impotent in the face of such a pressing problem faced by its residents.*"

26. It should be noted that in both *The Belysa* and *D'Leedon*, it was the management corporations which insisted on the subsidiary proprietors installing a retractable awning instead of a fixed awning. Therefore, it was in that context that the Board agreed with the management corporations and held that retractable awnings represented a necessary, reasonable and proportionate response to the "killer" litter problem. Both these decisions did not deal with a situation where the management corporation had allowed for fixed awnings and the subsidiary proprietors had relied on the management corporation's representation.

27. To summarise, this is the position in relation to the law on the installation of awnings in a strata development:

    (a) Ordinarily, a 90% resolution is required to enact a by-law in relation to the installation of an awning which is affixed to common property. If the requisite resolution is obtained, then the subsidiary proprietor is entitled to install the awning as per the terms of the resolution;

    (b) However, if there is a "killer" litter problem, then the management corporation is empowered, and indeed obligated, to stipulate for guidelines in respect of the installation of awnings pursuant to paragraph 5(3) of the BMSMR 2005; and

    (c) In light of an insistence by the management corporation on the installation of retractable awnings, the Board has held that the management corporation's position is justified because it was a necessary, reasonable and proportionate response to the "killer" litter problem.

Application of the Law to the Facts

28. At the hearing, the Applicant and the 1st Respondent sought to downplay each other's concerns in relation to the fixed awning. This Board is sympathetic to both the Applicant's and 1st Respondent's predicaments. While we recognise the Applicant's sensitivity towards the noise caused by the fixed awning, this Board also acknowledges the 1st Respondent's desire to have a fixed awning to protect him from "killer" litter.

29. The Applicant's and 1st Respondent's diametrically opposing position shows that this dispute may not be resolved by considering which party suffers the most "harm". In his seminal article "The Problem of Social Cost" (1960) Journal of Law of Economics 1, Ronald Coase pointed out the difficulty in using the concept of "harm" in property disputes. Coase explains the reciprocal nature of the problem in using the concept of "harm" by arguing that:

> "*The traditional approach has tended to obscure the nature of the choice that has to be made. The question is commonly thought of as one in which A inflicts harm on B and what has to be decided is: how should we restrain A? But this is wrong. We are dealing with a problem of a reciprocal nature. To avoid the harm to B would inflict harm on A. The real question that has to be decided is: should A be allowed to harm B or should B be allowed harm A? The problem is to avoid the more serious harm.*"[7]

30. Similarly, in this dispute we need to confront the competing nature of the Applicant's and the 1st Respondent's claims.

31. In coming to a decision, this Board considers the first principles in relation to strata living. Cathy Sherry, explains succinctly in her monograph, *Strata Title Property Rights[:] Private Governance of Multi-Owned Properties* (Routledge, 2017) at 48 on how strata developments are governed:

> *"...internally, strata and community schemes have a democratic structure and ideally operate as mini-democracies. All owners are automatically members of a governing body, generally exercising equal votes. Owners can elect an executive that exercises functions on their behalf. The larger body corporate operates as a mini-legislature with a power to write and amend the laws that govern the scheme. Arguably, strata schemes are a micro-example of the Hobbesian social contract: to be governed by the*

[7] R H Coase, "The Problem of Social Cost" in *The Journal of Law & Economics* (1960) Vol 3 at p 2

rules of their community, thus making their micro-community a better place for everyone to live."

32. Thus, to resolve this dispute we must inquire into the following questions:

(a) whether the requisite majority votes was obtained to allow for the fixed awning;

(b) if the requisite majority was not obtained, did the MC, as the executive for the 2nd Respondent, have the power to allow for the fixed awnings; and

(c) if such a power exists, whether the MC may only allow for a solution which is necessary, reasonable and proportionate to the "killer" litter problem.

33. Hence, the salient issues are:

(a) Was a 90 % resolution obtained in this case allowing for the installation of a fixed awning? If the requisite resolution was obtained, then 1st Respondent is entitled to install the awning.

(b) If the 90 % resolution was not obtained, is there a "killer" litter problem which entitled the 2nd Respondent through the MC to stipulate for the installation of awnings pursuant to paragraph 5(3) of the BMSMR 2005? and

(c) If the MC had the power to approve the awning, is the MC obligated to only allow for awnings which are a necessary, reasonable and proportionate response to the "killer" litter problem?

A. Was a 90 % resolution obtained?

34. In this case, all the parties were *mistaken* as to the requisite majority required to enact the relevant by-law. It appears that parties thought that only a special resolution was required.[8] The purported by-law was passed with a 76.3 % majority.[9] Since the by-law is not supported by a 90 % majority, the by-law is invalid. Indeed, Justice Chan Seng Onn in *The Sunglade* held that a trellis by-law which received 83.06% support at the Annual General Meeting was not *validly* made. Thus, the source of the 1st Respondent's right to install the fixed awning cannot be premised on this purported by-law.

[8] Affidavit of Evidence in Chief of Hui Mun Wai dated 28 January 2019 at pages 191 – 198.
[9] *Ibid* at page 198.

B. Is there a "Killer" Litter Problem Which Justifies the MC to Allow for Awnings?

35. This Board is satisfied that the Respondents have shown that there is a "killer" litter problem. The 1st Respondent has said that concrete debris had fallen into his private enclosed space. This is evidenced by the email dated 12 June 2017 sent from the 1st Respondent to the Previous MA which read:

> *"Attached please find photos of large debris found on my sun terrace. Besides the obvious littering implication by the units located above mine, I am now also very concerned about my personal safety when I step onto my own sun terrace as I could be badly injured by falling debris of this sizes (sic). In my opinion this is now enough reason…to approve the installation of an awning on my sun terrace…"*

36. While the 1st Respondent did not produce photographic evidence of the attachment to the email dated 12 June 2017, the Board also note another subsidiary proprietor had mentioned in an extraordinary general meeting held on 20 October 2018 that he also faced a "killer" litter problem.[10] The Board has no reason to disbelieve the 1st Respondent.

C. Did the MC Approve the Fixed Awning?

37. The present case is slightly different from *The Belysa* and *D'Leedon.* In both those cases, the management corporation insisted on the installation of retractable awnings instead of fixed awnings. Furthermore, it was made clear to the subsidiary proprietors in *The Belysa* from the start that the fixed awnings were installed at their own risk and would be subject to the annual general meeting. In *D'Leedon*, the applicants had not installed any awnings and were asking for the management corporation to prescribe guidelines in relation to the awnings. The Applicants in *D'Leedon* asked the Board to order the management corporation to prescribe fixed awnings whereas the management corporation was in favour of prescribing retractable awnings.

38. Hence, both those cases are very different from the present situation. In the present case, the fixed awning was installed pursuant to approval by the MC of which the Applicant was a member at the material time and she had voted in favour of the installation of the fixed awning. The relevant emails showing the approval are set out below. On 5 October 2017, the Previous MA wrote to the MC members at 10.03 am saying:

> "*Dear Council members,*

[10] *Ibid* at page 197.

Kindly be advised that with regards to the proposed roofing works to be installed at #XXX, the plan drawings and a photo reference of the proposed works are attached."

39. The 1st Respondent writing as the MC Chairman replied at 2.46 pm saying:

"*Approved from my point of view, thanks and have a nice day.*"

40. The Applicant, as the MC Treasurer, wrote back as follows at 3.31 pm：

"*Dear all,*

Luis [the 1st Respondent] *should be abstained from approval. hahaha…*

I am ok with the roofing for #XXX as long as it will not be noisy when it rains.

If no assurance can be given, please consider alternative material.

Thank you.

Best，
Rose"

41. Ms. Foo, a MC member, responded on the same day at 5.47 pm as follows：

"*Greetings! All*
I am alright with the above roofing..Like Rosalina..The material used, must not cause too much noise, when it rains."

42. In response, Sarah Teo from the Previous MA wrote to the three MC members the following day at October 6, 2017 as follows:

"*Dear Council members,*

Thank you for the response, based on the majority approval, the installation of the proposed roofing works at # XXX can be carried out.

Kindly be advised that to ensure congruence of the exterior façade of the estate, the roof of the same design, will have to be proposed to be constructed outside the units of the 2nd floor. This item may have to be tabled for the next AGM. Thank you."

43. Shortly thereafter, the 1st Respondent installed the fixed awning. The Applicant disputes the characterisation that the MC members gave the 1st Respondent approval to install the fixed awning. She pointed out that she wrote "ok with the roofing…as long as it will not

be noisy when it rains." This point was also mentioned by Ms. Foo who said that the "material used, must not cause too much noise, when it rains…" However, the Applicant's contention that the MC's approval was merely conditional is rebutted by Ms. Foo's evidence. In her testimony, Ms. Foo said that to her mind she had approved the fixed awning and her observation about the noise was just a friendly remark. Therefore, this Board finds that the MC had approved the installation of the fixed awning on 5 October 2017.

44. To recapitulate, this Board has found that there was a killer litter problem and the MC had approved the installation of the fixed awning. As mentioned above, the Board in *D'Leedon* found that the management corporation had the power and was indeed under an obligation to prescribe guidelines in relation to awnings where there is a "killer" litter problem. Hence, what was done on 5 October 2017 was well within the MC's power.

45. The next question is whether this Board should review the MC's decision which was made on 5 October 2017. In other words, whether the Board should order the MC to prescribe retractable awnings instead of fixed awnings because the former would be a necessary, reasonable and proportionate response to the "killer" litter problem.

46. After careful consideration, this Board is of the view that it is far too late in the day for the Applicant to seek this order. An argument for review may possibly be made if the MC had prescribed fixed awnings instead of retractable awnings *before* a subsidiary proprietor had acted on the MC's prescription. However, matters assume a different complexion when a subsidiary proprietor had acted on the MC's representation. There must be some finality to the MC's everyday decisions. In other words, the policy of finality of the MC's decision is overriding in the present case.

47. In the present case, the 1st Respondent had already acted on the MC's approval and installed the fixed awning with the explicit approval of the MC. It is unfair to ask the 1st Respondent to dismantle the fixed awning, which was installed pursuant to MC's approval. As mentioned above, the facts in the present case differs from those in *The Belysa* and in *D'Leedon*.

48. In *The Belysa* the subsidiary proprietors who installed the fixed awnings did not have the management corporation's approval before they installed the fixed awnings. Those subsidiary proprietors knew that there was always the risk that they would be asked to remove the fixed awnings in future. In contrast, the 1st Respondent had the MC's explicit approval to install the fixed awnings. Similarly, the Board's observation about retractable awnings being a necessary, reasonable and proportionate response to the "killer" litter problem in *D'Leedon* was made in the context of a situation where the Applicants have not yet installed *any* awnings.

49. Further, the 1st Respondent would have the defence of estoppel against the MCST for an order to remove the awning. All the classic elements of estoppel i.e. representation, detriment and reliance are present in the factual scenario.

50. The Applicant has also made allegations that the 1st Respondent's awning did not comply with URA regulations and the SCDF fire code. While the Applicant has referred to certain statements and circulars, this Board finds that this allegation has not been sufficiently proven.

51. In light of the above, this Board dismisses the application and will hear the parties on costs.

Dated this 5th day of August 2019

Mr Alfonso Ang
President

Dr Tang Hang Wu
Member

Mr Cyril Seah Kwei Hiok
Member

Narkoorsha A.K. and Teo Sher Min (Narkoosha Law Corporation) for the Applicant.
Daniel Chen (Lee & Lee) for the 1st and 2nd Respondents.