

BUILDING MAINTENANCE AND STRATA MANAGEMENT ACT

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

STB No. 53 of 2019

In the matter of an application under **section 101** of the Building Maintenance and Strata Management Act in respect of the development known as **A TREASURE TROVE** (MCST No. **4188**)

Between

**The Management Corporation Strata Title
Plan No. 4188**

... Applicant

And

Lim Yeong Seng and Kam Leh Hong Helen

... Respondents

GROUND OF DECISION

BUILDING MAINTENANCE AND STRATA MANAGEMENT ACT

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

STB No. 53 of 2019

In the matter of an application under **section 101** of the Building Maintenance and Strata Management Act in respect of the development known as **A TREASURE TROVE** (MCST No. **4188**)

Between

The Management Corporation Strata Title Plan No. 4188

... Applicant

And

Lim Yeong Seng and Kam Leh Hong Helen

... Respondents

17 December 2019

15 January 2020

Coram: Mr. Raymond Lye (Deputy President)
 Mr. Ashvinkumar s/o Kantilal (Member)
 Mr. Cyril Seah (Member)

BACKGROUND

- 1 The Applicant is the Management Corporation of A Treasure Trove (the “**Applicant**”). The Respondents are the subsidiary proprietors (“**SPs**”) of 72 Punggol Walk, #XXX, A Treasure Trove (the “**Respondents**”).
- 2 In 2016, the Respondents moved into unit #XXX of 72 Punggol Walk and installed, among other things, glass curtains in the balcony of their unit.¹ It is not in dispute that the glass curtains do not extend all way to the ceiling of the balcony – a ten (10) centimeter gap is located at the top of glass panes, along the perimeter of the balcony. At the time, the Respondents were aware that approval from the Applicant was required for renovation works but did not apply for approval for the installation of glass curtains.²

¹ Transcript of 17 December 2019, page 62, line 23, to page 63, line 3.

² *Id.*, page 61, lines 11 to 17.

- 3 In a circular addressed to all SPs (dated 4 October 2016), the Applicant noted that some SPs had “*installed sliding glass windows at their balcony area which is deemed as unauthorized works*” and highlighted to all SPs of A Treasure Trove, *inter alia*, that:
- (a) SPs have the responsibility to ensure renovation works carried out do not “*affect the external look and uniformity of the façade*”;
 - (b) Highlighted that according to the Resident’s Handbook, SPs were “*not authorized to commence any work before approval is granted*”;
 - (c) “*Enclosing the balcony with sliding windows or terrace is likely to increase the cross floor area (GFA) of the building*” and SPs were “*not allowed to effect any improvement which increase or likely to increase the GFA of the building*”; and
 - (d) SPs who had carried out such works should “*rectify them by 31 Oct 2016*”, failing which the matter(s) would be escalated to the Urban Redevelopment Agency (“**URA**”) or other relevant authorities.³
- 4 Mr Lim Yeong Seng (“**Mr Lim**”), one of the Respondents, replied with a letter (dated 5 October 2016) to the Applicant. In summary, the letter stated:
- (a) The Respondents’ belief that the installation of the glass curtains did not violate any of URA’s guidelines since the installation did not fully enclose the balcony of the unit (since there was a ten (10) centimeter gap between the top of the glass panel and the ceiling of the balcony) or cause the external façade of the building to be altered; and
 - (b) That the Respondents would not remove the glass curtains unless “*stronger reasons on why it is necessary to do so*” were provided.⁴
- 5 In October 2016, Mr Sam Cheng (“**Mr Cheng**”), a representative of the Applicant’s Managing Agent (“**MA**”) at the time, informed URA that a resident had “*enclosed their front balcony with sliding glass window[s]*”. Mr Cheng sought clarification from URA on whether the glass curtains installed in the Respondents’ balcony was permissible and whether any action would be taken on URA’s part. Notably, URA responded that:
- (a) “*Glass windows are not allowed as balcony screens since they do not comply with the performance criteria that URA has set out for balcony screens*”;
 - (b) The Management Corporation Strata Title (“**MCST**”) was in “*the best position*” to get residents to remove said glass curtains, since the MCST was “*empowered by the BMSMA to enforce the by-laws that have been drawn up in relation to such works*”.⁵
- 6 Between August 2018 and May 2019, Ms Rachel Teo (“**Ms Teo**”), a representative of the Applicant’s present Managing Agent, sought confirmation from URA (via a series of letters and electronic mail) on the permissibility of the glass curtains in the Respondents’

³ Affidavit of evidence in chief of Lim Yeong Seng, Tab 2, at page 16.

⁴ *Id.*, Tab 3, at page 18.

⁵ *Id.*, Tab 4, at page 20.

unit considering various other factors. In summary, URA stated that:

- (a) The balcony of the Respondents' unit is "*designed and approved as a semi-outdoor space*" – so any screening erected would have to comply with the following performance criteria:
- i. "... *be porous enough to allow for natural ventilation within the balcony at all times even when the screens are fully drawn closed*"; and
 - ii. "... *are capable of being drawn open or retracted fully*";⁶
- (b) Each panel of the screen should have "*wide gaps, openings, slats or louvres for air to flow freely*";⁷
- (c) "*Glass curtains (with or without any gap on the top), do not comply with the abovementioned criteria, and thus cannot be permitted*";⁸ and
- (d) The balcony for the Respondents' unit was computed as Gross Floor Area ("**GFA**") under the Balcony Incentive Scheme and that balconies approved under this scheme "*are to remain as semi-outdoor areas*" – therefore "*glass curtains are not allowed as these would effectively convert the balconies into indoor spaces*".⁹

7 The Respondents received several letters from Ms Teo (acting on behalf of the Applicant) between December 2018 and January 2019 requesting for the glass curtains to be removed as the glass curtains did not comply with URA's performance criteria¹⁰ and were not included in the approved designs specified by the MCST¹¹. In response to the demand, Mr Lim reiterated his belief that he was "*in conformance with the regulation as stated by [the MCST]*" and that there was "*no necessity [...] to take any further action*".¹²

8 As parties were unable to resolve the matter, the Applicant filed an application with the Strata Titles Boards on 27 June 2019.

ORDERS SOUGHT BY THE APPLICANT

9 The Applicant sought a mandatory injunction requiring "*the Respondents [to] remove Unauthorized Glass Curtains installed at the balcony of the Unit and reinstate the area*".¹³

ISSUES BEFORE THE BOARD

10 The Board will first consider the applicability of s. 37A of the Building Maintenance and Strata Management Act (Cap. 30C, 2008 Rev Ed) ("**BMSMA**") (i.e. glass curtains as "*safety equipment*") to the case at hand – in particular whether the duties of the SP with regard to installation of safety equipment under s. 37A have been fulfilled.

⁶ Lim Yeong Seng, *supra* n 3, Tab 7, at page 31.

⁷ *Ibid.*

⁸ *Ibid.*

⁹ *Id.*, Tab 7, at page 30.

¹⁰ *Id.*, Tab 9, at page 69.

¹¹ *Id.*, Tab 9, at page 65.

¹² *Id.*, Tab 9, at page 68.

¹³ Applicant's Written Submissions, at para 3.

- 11 Provided s. 37A does not apply, the Board will go on to consider the extent to which s 37 BMSMA is applicable (i.e. glass curtains as an “*improvement or addition to a lot*”). The focal points would be on whether the glass curtains are:
- (a) An improvement which “*increases or is likely to increase the floor area of the land and building comprised in the strata title plan*” covered under sections 37(1) and 37(2); and/or
 - (b) An improvement which “*affects the appearance of any building comprised in the strata title plan*” under sections 37(3) and 37(4).
- 12 Where the Board find that the glass curtains have breached the relevant provisions of sections 37A or 37 (as the case may be), the Board will consider whether there are grounds for a mandatory injunction to be granted.

APPLICANT’S CASE

- 13 The Applicant’s key points for the removal of the glass curtains are that said glass curtains:
- (a) Affect the appearance of the building and are in breach of s. 37(3) BMSMA;
 - (b) “*... increase or are likely to increase the floor area of the building and [are] therefore in breach of Section 37(1) BMSMA*”; and
 - (c) “*Do not follow the design guideline for safety devices at balconies in the estate*” and therefore “*do not qualify as a safety device under Section 37A BMSMA*”.¹⁴
- 14 Mr Ling Bin Onn (“**Mr Ling**”), a director of Bond Properties Pte Ltd (“**Bond Properties**”) which is the present Managing Agent of the Applicant, was called to give evidence.
- 15 In his affidavit of evidence in chief, Mr Ling highlighted that apart from the Respondents’, other SPs only installed either of the following in their balconies:
- (a) Approved balcony screens (“*operable louvred screen*” reflected in the Resident’s Handbook¹⁵);
 - (b) Approved “*blinds in a standard color*”; or
 - (c) Invisible grilles (permitted due to safety considerations).¹⁶
- 16 Upon being questioned by Respondents’ counsel, Mr Ling conceded that the “*operable louvred screen*” was the only “*alternative design*” which was “*known to the residents through the handbook*” and that applications for the installation of blinds and invisible

¹⁴ Applicant’s Closing Submissions, at para 52.

¹⁵ Affidavit of evidence in chief of Ling Bin Onn, Tab 4, at page 216.

¹⁶ *Ibid*, at para 22.

grilles at the balcony were approved “retrospectively”.¹⁷

- 17 However, Mr Ling provided an overview of the application process for invisible grilles and blinds, stating that “*every applicant will have to submit their application with drawings and how they are going to do it, so based on the drawings we approved accordingly*”.¹⁸ In response to a question from the Board, Mr Ling also agreed that with regard to the cases that were approved by the MCST/MA, the SPs had to seek prior approval before installation could be performed.¹⁹
- 18 While Mr Ling claimed that the specifications of the balcony installations mentioned in paragraphs 14(b) and 14(c) were included in an application form for renovation works, the said application form was not produced to the Board during the course of the hearing.²⁰

RESPONDENT’S CASE

- 19 The Respondent’s position is that the installation of glass curtains is compliant with the BMSMA since:
- (a) It is “*undisputed that the Respondent’s balcony installation is a safety equipment on an outdoor opening*” under s.37A BMSMA;²¹
 - (b) The glass windows are “*in keeping with the appearance of the building*” since there is “*no uniformity of the building to be preserved*” – satisfying the provision;²² and
 - (c) Even if s. 37A is ignored, the “*appearance of the building has not been affected*” and “*the floor area of the building has not increased*” due to the installation of the glass curtains.²³
- 20 Mr Lim was called by Respondents’ counsel to give evidence at the hearing. In Mr Lim’s affidavit of evidence in chief, he stated his belief that “*the Applicant’s Application with the Strata Titles Board has no legal basis, and that even if there is a breach of URA’s regulations, the Applicant has no locus standi and no jurisdiction against me under the Strata Titles Board to ask for an order to remove my balcony installation*”.²⁴
- 21 Mr Lim also stated in his affidavit that getting the Respondents’ to remove the glass curtains “*will not change the appearance of the building as there is already no uniformity in the exterior of the balconies in the condominium*”²⁵ and that said glass curtains were installed for “*safety, some shelter from the rain, and to provide privacy and sun-shading*”²⁶.

¹⁷ Transcript of 17 December 2019, page 51, lines 1 to 12.

¹⁸ *Ibid*, page 44, line 9, to page 45, line 25.

¹⁹ *Ibid*, page 49, lines 10 to 17.

²⁰ *Ibid*, page 47, line 1 to page 48, line

²¹ Respondents’ Closing Submissions, at para 13.

²² *Id*, at para 20.

²³ *Id*, at para 21.

²⁴ Lim Yeong Seng, *supra* n 3, at para 22.

²⁵ *Id*, at para 31.

²⁶ *Id*, at para 32.

- 22 When questioned by the Board about whether he “*decided not to apply to the MCST for approval for [the installation of] the glass panel*” because he believed that the glass curtains would not be approved, Mr Lim agreed that this was indeed the case. Mr Lim stated his belief that the “*only thing that [the MCST] ... allow [sic] was the aluminium [“operable louvered screens”]*” and that “*any other panel, any other covering, right, they would have rejected it*”.²⁷

BOARD’S FINDINGS

Applicability of section 37A BMSMA – glass windows as “safety equipment”

- 23 The relevant portion of s. 37A BMSMA states:

“Installation of safety equipment permitted

37A.— (1) A subsidiary proprietor of a lot in a building on a parcel comprised I a strata title plan may install safety equipment on the lot, or as part of any window, door or opening on the lot which is facing outdoors, despite any other provision of this Act or the regulations or any by-law of the parcel which otherwise prohibits the installation of such safety equipment.

(2) A subsidiary proprietor of a lot in a building who installs safety equipment under this section must —

(a) repair any damage caused to any part of the common property or limited common property (as the case may be) by the installation of the safety equipment; and

(b) ensure that the safety equipment is installed in a competent and proper manner and has an appearance, after it has been installed, in keeping with the appearance of the building. [...]”

- 24 During the Second Reading of the BMSMA Bill dated 11 September 2017, which counsel from both sides cited in their Closing Submissions, the Second Minister for National Development, Mr Desmond Lee, stated that:

*“But a new section 37A(2) will place the onus on SPs to ensure that their installations maintain a certain uniformity of appearance. In this regard, **developers and MCSTs are encouraged to provide design guidelines for such installations upfront, to guide SPs in achieving the overall desired appearance.**”²⁸ [emphasis added]*

- 25 The Board finds that the SP’s onus to ensure that any safety equipment installed is in “*keeping with the appearance of the building*” covered in s. 37A(2)(b) does imply that SPs should comply with design guidelines defined by the MCST regarding such safety installations where available.

- 26 The Respondents did not apply to the MCST for approval for the installation of the glass

²⁷ Transcript of 17 December 2019, page 88, lines 5 to 20.

²⁸ Respondent’s Bundle of Authorities for Respondent’s Submissions No. 1, at page 64.

curtains in their balcony as they thought the Applicant would not approve it. Nonetheless, they decided to carry on with installing the glass curtains anyway instead of opting for other approved designs outlined by the Applicant - which could serve the same purpose with regard to safety (i.e. preventing individuals from falling off the balcony).²⁹

27 While safety is of grave concern to the Board, this argument on the Respondents' part appears to be more of an afterthought to justify their actions – considering how the issue of safety was not brought up until this matter escalated to a hearing.³⁰ The following observations reinforce this notion:

- (a) Although Respondent's counsel reiterated the "*ever present danger of children actually falling down from buildings*" and attempted to frame the safety issue as such³¹, Mr Lim did eventually reveal that he has two adult children aged 25 and 27³²;
- (b) Emphasis placed by the Respondents on other aspects (irrelevant to safety) to justify the purpose for the installation of glass curtains – including that the "*tea-table ... needs to be protected from the rain*" and that if the approved aluminum screens were installed, "*the whole place is dark, air cannot come in and the quality of living, if I were to install that, will be very low*";³³ and
- (c) The Respondents' reason for not bringing up safety as a key reason for the installation of the glass curtains earlier was that there was "*no necessity to raise [the issue of safety]*" because "*it was never asked*" by the MCST.³⁴

28 Accordingly, the Board finds that the Respondents have made out their case under 37A.

Whether the glass curtains increased the floor area of the Respondents' unit under sections 37(1) and 37(2) BMSMA

29 The Board will next consider sections 37(1) and 37(2) of the BMSMA, which states:

“ 37.—(1) Except pursuant to an authority granted under subsection (2), no subsidiary proprietor of a lot that is comprised in a strata title plan shall effect any improvement in or upon his lot for his benefit which increases or is likely to increase the floor area of the land and building comprised in the strata title plan.

(2) A management corporation may, at the request of a subsidiary proprietor of any lot comprised in its strata title plan and upon such terms as it considers appropriate, by 90% resolution, authorise the subsidiary proprietor to effect any improvement in or upon his lot referred to in subsection (1).”

²⁹ *Supra* n 27.

³⁰ Transcript of 17 December 2019, page 63, line 7, to page 64, line 9.

³¹ *Id.*, page 18, lines 1 to 18.

³² *Id.*, page 62, lines 5 to 22.

³³ *Id.*, page 73, lines 1 to 11.

³⁴ *Id.*, page 63, lines 7 to 23.

- 30 In the case of *MCST Plan No 3667 v Chong Tack Chuan & anor* (the “**Chong Tack Chuan case**”), the Court considered whether the Defendants had enclosed their unit by installing SMART windows (comprising multiple floor-to-ceiling glass panels with a ten (10) millimeter gap between panels when drawn closed) in their balcony – thus increasing the Residential GFA of the unit.³⁵ The Court considered evidence from parties and held that the balcony installation did not comply with URA’s performance criteria since it was “*not porous enough to allow for natural ventilation within the balcony at all times even when the windows are fully drawn closed*”.³⁶
- 31 Notably, the Court (in the Chong Tack Chuan case) stated that:
- “Simply put, the defendants had installed the SMART windows in the passageway balcony and kitchen balcony because they did not want wind and rain to enter these areas ... Evidently, the defendants’ intention in not wanting wind and rain to enter the passageway balcony and kitchen balcony runs antithesis to the intended nature of such balconies as semi-outdoor spaces having a reasonable degree of openness at all times, meaning that these balconies are intended to be subject to some measure of wind and rain at all times.”³⁷ [Emphases added]*
- 32 One of the four reasons covered by the Respondents on the purpose of the glass curtains was shelter from the rain. In his letter to Ms Teo dated 11 December 2018, Mr Ling highlighted that the “*screens are for the sole purpose of keeping the rain out and protecting my son’s tea table from being damaged by the rain*”.³⁸ It appears that the glass curtains effectively allowed the Respondents to use their balcony in a manner that was contrary to its intended nature as a “*semi-outdoor space*”.
- 33 Counsel on both sides have highlighted the relevance of *Low Yung Chyuan v The MCST Plan No. 2178* (the “**Castle Green case**”) to the case at hand.³⁹ The *Castle Green* case is different due to multiple reasons, including the fact that:
- (a) The MCST had no basis to reject the Applicant’s proposal since other units had similar designs approved;⁴⁰ and
- (b) The Applicant followed the procedures prescribed in the BMSMA – first making an application under s. 37(4) BMSMA and escalating the matter to STB under s. 111(b) after the proposal was rejected.⁴¹
- 34 The Board finds sufficient evidence that by installing glass curtains, the Respondents have effectively enclosed their balcony and “*increased the floor area of the land and building comprised in the strata title plan*” under s. 37(1) BMSMA. It was highlighted in paragraph 6(d) that the GFA of the balcony in the Respondents’ unit was granted under the Balcony Incentive Scheme and was not considered under Base GFA.

³⁵ *Management Corporation Strata Title Plan No 3667 v Chong Tack Chuan & Anor* [2016] SGDC 30.

³⁶ *Id.*, at para 31.

³⁷ The *Chong Tack Chuan* case, *supra* n 31, at para 26.

³⁸ Lim Yeong Seng, *supra* n 3, Tab 9, at page 31.

³⁹ *Low Yung Chyuan v The Management Corporation Strata Title Plan No 2178* [2019] STB 20 of 2019.

⁴⁰ *Id.*, at para 25.

⁴¹ *Id.*, at para 24.

- 35 The Board further notes that no 90 percent resolution under s. 37(2) was sought and/or obtained by the Respondents with regard to the installation of the glass curtains.

Whether the glass curtains “affects the appearance of any building comprised in the strata title plan” under sections 37(3) and 37(4) BMSMA

- 36 The Board will also examine sections 37(3) and 37(4) of the BMSMA, which states:

“(3) Except pursuant to an authority granted under subsection (4) by the management corporation or permitted under section 37A, no subsidiary proprietor of a lot that is comprised in a strata title plan shall effect any other improvement in or upon his lot for his benefit which affects the appearance of any building comprised in the strata title plan.

(4) A management corporation may, at the request of a subsidiary proprietor of any lot comprised in its strata title plan and upon such terms as it considers appropriate, authorise the subsidiary proprietor to effect any improvement in or upon his lot referred to in subsection (3) if the management corporation is satisfied that the improvement in or upon the lot —

(a) will not detract from the appearance of any of the buildings comprised in the strata title plan or will be in keeping with the rest of the buildings; and

(b) will not affect the structural integrity of any of the buildings comprised in the strata title plan.”

- 37 From the evidence adduced by parties, the Board makes the following finding of fact:

- (a) The front of the Respondent’s balcony obviously reflects more sunlight than other units due to the material of the glass curtains – which does not occur with the approved designs (e.g. aluminum operable louvered screens);⁴² and
- (b) The lintel above the glass curtains, which runs across the perimeter of the Respondents’ balcony, stands out significantly from the other units.⁴³

- 38 Accordingly, the Board finds that the installation of glass curtains was an improvement that affected the appearance of the building façade covered under s. 37(3) BMSMA but notes that no authorization under s. 37(4) was sought by the Respondents from the Applicant to install said glass curtains.

Whether there are grounds for a mandatory injunction

- 39 The test for granting of a mandatory injunction in breach of a negative covenant, adopted by Chao Hick Tin J (as he then was), was laid down in *MCST Plan No. 1378 v Chen Ee*

⁴² Lim Yeong Seng, *supra* n 3, Tab 10, at page 99.

⁴³ *Ibid*; and *id*, Tab 10, at page 100.

Yueh Rachel (the “**Rachel Chen case**”).⁴⁴ This was addressed in the Applicant’s and Respondents’ Closing Submissions.⁴⁵ In summary:

“The general principle to be extracted from these cases is that the court will grant a mandatory injunction to redress a breach of a negative covenant, the breach of which is already accomplished, unless:

- (a) *the plaintiff’s own conduct would make it unjust to do so; or*
- (b) *the breach is trivial or has caused no damage or no appreciable damage to the plaintiff and a mandatory injunction would impose substantial hardship on the defendant with no counterbalancing benefit to the plaintiff.*”⁴⁶

40 The test for mandatory injunctions in the *Rachel Chen case* was also previously relied on by the Strata Titles Board in *MCST Plan No. 2440 v Ee Min Kiat & anor* (“**Gallop Gables**”). This case involved the removal of unauthorized sliding windows and doors under the estate’s by-laws and s. 37(3) BMSMA.⁴⁷

41 The Board finds that the Applicant has not performed any act(s) that would make the granting of a mandatory injunction unjust. In fact, the Applicant displayed commendable restraint, providing:

- (a) Adequate notice with regard to the issue concerning the unauthorized glass curtains;
- (b) Advice on how the situation could be rectified and passed on the information obtained from URA on the permissibility of glass curtains on the balcony; and
- (c) Ample time for the Respondents to rectify the situation.

42 With regard to whether the “*breach is trivial or has caused no damage or no appreciable damage to the plaintiff*” the Board finds the “damage” incurred in this case is similar to what was covered the *Gallop Gables case*. A relevant extract from *Gallop Gables* states:

*“The respondents were, from the outset, aware of the concerns of the applicants and chose to complete their renovations when the necessary approvals had yet to be granted. They have placed the body corporate and the council in a most difficult position. If it went without challenge and goes without redress, their authority is undermined and their hands tied in deciding future action with respect to the preservation and appearance of the building and the performance of their duty to act in the common interest of all proprietors.”*⁴⁸ [Emphasis added]

43 While a mandatory injunction would impose “*substantial hardship*” upon the Respondents (in the form of costs relating to the removal of the glass curtains and reinstatement works), it would also help to alleviate the damage highlighted in paragraph

⁴⁴ *Management Corporation Strata Title Plan No 1378 v Chen Ee Yueh Rachel [1993] SGHC 283*

⁴⁵ Applicant’s Closing Submissions, paras 47 to 49; and Respondents’ Closing Submissions, para 42.

⁴⁶ The *Rachel Chen case*, *supra* n 37, at para 22.

⁴⁷ *Management Corporation Strata Title Plan No 2440 v Ee Min Kiat & anor [2017] STB 21 of 2016*

⁴⁸ *Id.*, at para 67.

41 – implying that there would be a “*counterbalancing benefit*” to the Applicant.

Closing remarks

- 44 The Board notes that the Respondents here did not seek the Applicant’s prior approval for their glass curtains because they knew it would fail, but went ahead to install it anyway. They then refused to remove it when the Applicant told them to do so after consulting URA. This in effect passes the buck to the Applicant to take action and forces them to do so by way of applying for an injunction. The Respondents then allege that the Applicant will not meet the threshold requirements for a mandatory injunction because, *inter alia*, the breach is trivial and would cause substantial hardship to the Respondents to remove it.
- 45 This appears to be a calculated attempt by the Respondents to “game the system” in getting their glass windows approved by default because the pre-approved designs were not aesthetically pleasing to them and/or in their opinion, unsuitable for their intended use of the balcony (i.e. to drink tea). The Board hopes that SPs will refrain from such conduct as it undermines the basis for communal living in self-governing strata-titled properties as laid out in the BMSMA and by-laws of the development.
- 46 SPs unhappy with existing designs have other means to achieve their desired outcomes (e.g. by proposing alternative balcony screen designs that meet the regulatory requirements to be approved at an Annual General Meeting). While the process would take some time, such process should be followed for the overall benefit of all SPs living in a particular strata-titled development.

BOARD’S DECISION

- 47 The Board finds that the Respondent is in breach of sections 37(1) and 37(3) of the BMSMA and is satisfied that there are grounds for a mandatory injunction to be granted in relation to the removal of the glass curtains in the Respondents’ balcony and for reinstatement works to be done.
- 48 The Board orders as follows:
1. That the application is allowed and a mandatory injunction is granted in favour of the Applicant;
 2. The Respondents are to remove the unauthorized glass curtains installed at the balcony of the Respondents’ unit and to reinstate the area to its pre-existing condition within eight (8) weeks from the date of this Order (i.e. by 11 March 2020); and
 3. The Respondents are to pay the Applicants as follows:
 - a. \$ 15,855.75 being costs and disbursements (excluding transcription fees);
 - b. \$1,100 being the STB application and hearing fees; and
 - c. The full cost of transcription fees.

Dated this 15th day of January 2020

Mr. Raymond Lye
Deputy President

Mr. Ashvinkumar s/o Kantilal
Member

Mr. Cyril Seah
Member

Mr. Toh Kok Seng and Mr. Daniel Chen (M/s Lee & Lee) for
the Applicant.

Mr. David Ling, Mr. S. Thulasidas and Mr. Mendel Yap (M/s
Ling Das & Partners) for the Respondents.