**BUILDING MAINTENANCE AND STRATA MANAGEMENT ACT**

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

STB No. 67 of 2019

In the matter of an application under **section 101(1)(c)** of the Building Maintenance and Strata Management Act in respect of the development known as **Esta Ruby** (The MCST Plan No. 3915)

Between

**Lau Khee Leong & Ding Hongyan**

...Applicants

And

**The Management Corporation Strata Title Plan No. 3915**

... Respondent

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# GROUNDS OF DECISION

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... Respondent

12 December 2019

**20 January 2020**

| | | |
|---|---|---|
| Coram: | Mr Raymond Lye | (Deputy President) |
| | Mr Lim Peng Hong | (Member) |
| | Madam Zahara binte Bakar | (Member) |

## BACKGROUND

1 The Applicants are the subsidiary proprietors ("**SP**s") of 500 Guillemard Road, #XXX Esta Ruby (the "**Applicants**"). The Respondent is the Management Corporation of Esta Ruby (the "**Respondent**").

2 The Applicants have been the SPs of #XXX Esta Ruby since April 2013.[1] The development has four (4) commercial units – the Applicants' unit being one of them.[2]

3 The air-conditioner condensers for the Applicants' unit is located on the roof directly above the Applicants' unit. Similar devices for the other three (3) commercial units are mounted either on a back wall or on the ground.[3] It is not in dispute that the roof above the Applicants' unit is "common property" under s. 2(1) of the Building Maintenance and Strata Management Act (Cap. 30C, 2008 Rev Ed) ("**BMSMA**").

4 When the Applicants took possession of the unit from Eastwood Park Ltd, the developer of the property, there was a ladder mounted along the side of the Applicants' unit that allowed access to the roof above the unit. This ladder was subsequently removed by the developer with the agreement of the Applicants due to potential safety issues before the Respondent took over the management of Esta Ruby from the developer in 2014.[4]

5 Since the removal of the fixed ladder, the Applicants have been using a mobile ladder to provide access for their contractors to access the condenser located on the roof above their unit. The Respondent has not prevented the Applicants from using said mobile ladder to access the roof.[5]

6 In December 2017, the Applicants installed a signage on the roof above their unit for promotional purposes.[6] The Applicants highlighted that they did not request for approval from the Respondent to install the signage since they were "*under the impression that the roof of the premises was for their own exclusive use as represented to them earlier by the developers* [i.e. Eastwood Park Ltd]".[7]

7 The Respondent then requested for the Applicants to remove the signage and reinstate the area. As a consensus could not be reached at that time, Respondent's counsel commenced legal proceedings against the Applicants on 16 July 2018 by way of Originating Summons.[8]

8 Separately, Respondent's counsel also sent the Applicants' counsel a letter dated 3 August 2018 requesting for the Applicants to remove "*four (4) dolls on the common property walkway in front of their unit*".[9] In their response dated 8 August 2018, Applicants' counsel stated that the dolls did not "*obstruct common property*", that the Respondent had "*arbitrarily and discriminatorily chosen to enforce the alleged by-laws against our clients* [i.e. the Applicants]" and that the Applicants were willing to remove the dolls provided the Respondent could show that "*they are similarly enforcing the alleged by-laws against other subsidiary proprietors for similar violation*".[10]

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[1] Affidavit of evidence in chief of Lau Khee Leong and Ding Hongyan ("Lau Khee Leong"), para 8; and affidavit of evidence in chief of Ng Sze Hoon ("Ng Sze Hoon"), Tab NSH-2, at page 16.
[2] Ng Sze Hoon, *id*, at para 6.
[3] *Ibid*.
[4] Lau Khee Leong, *supra* n 1, at para 9.
[5] Transcript of 12 December 2019, page 33, line 22, to page 34, line 17.
[6] Lau Khee Leong, *supra* n 1, at para 11.
[7] *Id*, at para 12.
[8] Case number DC/OSS 113/2018 - see *id*, Tab H, at page 57.
[9] Lau Khee Leong, *supra* n 1, Tab I, at page 107.
[10] *Id*, Tab K, at page 112.

9 The Applicants eventually complied by removing the signage[11] but did not remove the dolls[12]. The Respondent then withdrew their Originating Summons during a hearing on 10 August 2018 and the Applicants were ordered to pay a total of $2,183.41 in costs and disbursements to the Respondent. [13]

10 On 17 September 2018, Applicants' counsel sent a letter to the Respondent - which stated *inter alia* that:

(a) The Respondent had classified the roof above the Applicants' unit as "common property";

(b) "*Access to the air-con processor* [sic] *has been a hassle and highly inconvenient due to the 4m height of the said roof*";

(c) The Applicants faced difficulties in "*accessing the air-con compressor for its proper maintenance*", and due to this reason, also "*faced difficulties in renting the premises out*"; and

(d) The Respondents should provide, within ten (10) days of the letter, "*plans to enable our clients* [i.e. the Applicants] *convenient access to the said roof, or alternatively relocate the air-con compressor to an accessible and appropriate location"*.[14]

11 On 21 December 2018, Mr Ng Sze Hoon ("**Mr Ng**"), a representative from the Respondent's Managing Agent ("**MA**"), informed the Applicants by email of the Respondent's proposed location for the relocation of the condensers to a ledge just below the roof. Mr Ng mentioned that the Respondent was, as a gesture of goodwill, willing to allow a relocation of the condensers and pay for the same if relocated to the Respondent's proposed location.[15] However, in a letter dated 24 January 2019, the Respondent rejected the proposed mounting location – instead requesting for the condenser to be located on the ground (similar to other commercial units).[16] It is not disputed that the goodwill offer therefore lapsed.[17]

12 Being unable to agree on a course of action to be taken by parties, the Applicants filed an application with the Strata Titles Boards ("**STB**") on 26 July 2019.

## ORDERS SOUGHT BY THE APPLICANTS

13 The Applicants sought the following orders:

"*(a) That the Respondent relocate the Applicants' air-con condenser ("the condenser") to the ground floor at the Respondent's own costs and/or expenses;*

*(b) That the Respondent reimburse the Applicants for costs paid to Lee & Lee in DC/OSS*

[11] Lau Khee Leong, *supra* n 1, Tab K, at para 25.
[12] *Id*, at para 26.
[13] Ng Sze Hoon, *supra* n 1, at para 16.
[14] Lau Khee Leong, *supra* n 1, Tab M, at page 183.
[15] Ng Sze Hoon, *supra* n 1, at para 20; and *id*, Tab R, at page 237.
[16] Lau Khee Leong, *supra* n 1, Tab S, at page 243.
[17] Ng Sze Hoon, *supra* n 1, at para 22.

*113/2018 ("the OS") amounting to S$2,183.41;*

*(c) That the Respondent reimburse the Applicants for the costs of the signage amounting to S$8,224.02 … ;*

*(d) That the Respondent reimburse the Applicants for the shipping costs of the signage from China to Singapore, amounting to S$319.87;*

*(e) That the Respondent reimburse the Applicants for the installation, removal and disposal of the signage amounting to s$1,300.00; and*

*(f) That the Respondent reimburse the Applicants for their solicitors' legal fees incurred to-date for the entire matter amounting to S$7,500.00"* [18]

**APPLICANTS' CASE**

14 The Applicants' case is that:

(a) The Respondent has a duty under s. 29(1)(a) BMSMA to provide the Applicants with "*access to their condenser*";

(b) "*The Respondent should relocate the condenser to the ground level because providing access to the premises roof via scaffolding and/or a ladder would raise issues of safety and/or security*" and use monies from the sinking fund to do such relocation works - since the Respondent has the power to do so under s. 29(2)(b) BMSMA;

(c) "*Arbitrary and/or unreasonable behavior and/or actions*" on the part of the Respondent have resulted in "*the Applicants incurring excessive and unnecessary costs and/or expenses*" – thus the Applicants should be reimbursed accordingly.[19]

15 The Applicants, Mr Lau Khee Leong ("**Mr Lau**") and Ms Ding Hongyan ("**Ms Ding**") were called to give evidence during the hearing.

16 Mr Lau highlighted his reasons on why the Applicants did not seek permission from the Management Corporation Strata Title ("**MCST**") before installing the signage in question, including the points that:

(a) There were many other "*illegal erections years back"* and the "*MCST knew about it, and they also didn't do anything, not even a single Council meeting or like an AGM is mentioned that there are these encroachment or … illegal enclosures in some of the units*"; and

(b) The intentions of the Applicants were to "*put up the mascot* [i.e. the signage on the roof] *temporarily … never to put that permanently, and we are discriminated for doing that*". [20]

17 It was also highlighted by Mr Lau that the servicing of the air-con condensers was more

[18] Applicants' Written Submissions, at para 3.
[19] Applicants' Closing Submissions, at para 3.
[20] Transcript of 12 December 2019, page 53, line 1 to page 54, line 5.

expensive than if they were located on the ground floor[21] and that this posed difficulties when it came to sourcing for tenants[22].

18 When questioned by the Board on what would constitute "*reasonable access*" in his opinion, Mr Lau replied while he could not make a proposal, "*reasonable access would preferably* [involve constructing] *a staircase or … other ways of accessing to the roof"*.[23] Mr Lau also highlighted that it was the "*judicial duty* [of the MCST] *to give us ease of access to the common property where my private property is there, similar to the rest of the units*" and that since the Respondent has taken over the management of the estate, "*that's the only avenue I need to go, the MCST or the managing agent*".[24]

**RESPONDENT'S CASE**

19 The Respondent's case is that:

(a) The Respondent has no duty to relocate the condensers since such works are not covered under S.29(1)(a) BMSMA and actually constitutes "*improvement/enhancement works*" under s. 29(1)(d) BMSMA and "*exclusive use and enjoyment*" of common property under s. 33 BMSMA;

(b) "*There is no current safety issue*" and even if so, the appropriate measure would be for the Applicants to "*apply to install a safety device* ";

(c) "*The cost of relocation works does not fall under one of the permitted uses of the sinking fund*" and is also not provided for under "*the budget that the Respondent is required by law to approve yearly*";

(d) With regard to costs relating to DC/OSS 133/2018, "*the entire matter has already been determined by the Court … and is res judicata*";

(e) Where there are technical breaches of by-laws by SPs, the Respondents have discretion to decide whether to take legal action.[25]

20 During the hearing, Mr Ng was called to provide evidence. In his affidavit of evidence in chief, Mr Ng highlighted that the Applicants did not formally propose a motion for any of the following at a general meeting:

(a) "*Works to relocate their air-con compressors to any other part of the common property*";

(b) "*To grant the Respondent exclusive use of such other part of the common property*"; or

(c) "*To authorize the use of the management or sinking fund for such relocation works*".[26]

[21] Transcript of 12 December 2019, page 36, lines 5 to 17.
[22] *Id*, page 34, line 18, to page 36, line 4.
[23] *Id*, page 59, lines 15 to 25.
[24] *Id*, page 60, lines 1 to 25.
[25] Respondent's Closing Submissions, at paras 2 and 3.
[26] Ng Sze Hoon, *supra* n 1, at para 8.

21 Mr Ng also highlighted that Mr Lau, being a member of the Management Council since the first Annual General Meeting ("**AGM**"), "*never brought up the issue of the location of the air-con compressors at any council meeting until a letter from his lawyers dated 17 September 2018*". [27]

22 During the hearing, Mr Ng suggested that the Applicants could access the condensers in the common property by using a cat ladder or scaffolding and metal staging (a non-permanent fixture).[28]

23 In response to a question from the Board regarding the area from which a person could access the roof above the Applicants' unit (with the aid of a mobile ladder), Mr Ng confirmed that getting to that particular area requires the person to first pass through a lift lobby requiring card access. In the case of visiting contractors, security guards would provide card access on behalf of the MCST. [29]

## ISSUES BEFORE THE BOARD

24 There are two broad issues before the Board: firstly over the provision of access or relocation of the air-conditioner condensers and secondly over the reimbursement, if any, of monies paid by the Applicants in relation to DC/OSS 113/2018. The Board will first consider whether the Respondent has a duty under s. 29(1)(a) and s. 29(2)(b) BMSMA to provide access and/or to relocate the air-conditioner condensers. In particular, the issue of whether the present mode of access to the roof (in the absence of a fixed ladder or permanent fixture with the same purpose) is unsafe will be examined.

25 If the Respondent has duties under s. 29(1)(a) and s. 29(2)(b) to provide access and/or to relocate the condensers, the Board will then determine whether the Respondent has the responsibility to relocate the condenser to the ground floor at their own costs.

26 The Board will also consider whether there are grounds for the Applicants' prayers regarding monies paid in relation to DC/OSS 113/2018 (see paragraph 13 above).

## BOARD'S FINDINGS

### *Whether the Respondent has a duty and power under s. 29(1)(a) and 29(2)(b) BMSMA to provide access to the condensers*

27 To understand the scope of the Respondent's duty to "*control, manage and administer*" the common property under s. 29(1)(a) BMSMA in relation to this case, the Board makes reference to s. 29(1)(d). The relevant sections state:

> ***"*** *Duties and powers of management corporation in respect of property*
>
> *29.—(1) Except as otherwise provided in subsection (3), it shall be the duty of a management corporation —*
>
> *(a) to* ***control, manage and administer*** *the common property for the benefit of all*

[27] Ng Sze Hoon, *supra* n 1, at para 9.
[28] Transcript of 12 December 2019, page 102, lines 10 to 24.
[29] *Id*, page 137, line 5 to page 139, lines 5 to 24.

> *the subsidiary proprietors constituting the management corporation;*
>
> *…*
>
> *(d) when so directed by a special resolution, to do all or any of the following for the purpose of improving or enhancing the common property:*
> *(i) install, remove, replace or add any facility on the common property;*
> *(ii) change the use of the common property;*
> *(iii)* ***erect, remove, replace or add to a structure on the common property****; …"* [Emphases added]

28 The purported duty to provide access to the condensers as suggested by the Applicants involves either relocating the condensers to common property to the ground floor or providing access to the roof above the Applicants' unit, which is also common property.[30] The former would involve acts to "*erect, remove, replace or add to a structure on the common property*" – which falls under improvements and/or enhancements to common property, which an MCST will have a duty to do when directed by a special resolution pursuant to s. 29(1)(d) BMSMA.

29 As such, on the facts of this case:

(a) The duty under s. 29(1)(a), when it relates to improvements and/or enhancements to the common property, must be read together with s. 29(1)(d) BMSMA – thus without a special resolution, the MCST will not have a duty to carry out such works; and

(b) On the evidence, it is clear that the MCST has not impeded the Applicants from accessing their condensers with a mobile ladder.

30 As to s. 29(2)(b) BMSMA relied upon by the Applicants, the Board is of the view that it is a general enabling provision for the MCST and does not supercede nor take precedence over duties of the MCST already specifically provided for in the BMSMA, as in this case.

31 The Board has considered the Applicants' submission on the relevance of *Abraham Aaron Issac v MCST Plan No. 664* ("***Abraham Aaron Issac***"). The Appellant in that case, who was an SP, was denied the use of an existing lift, which did not stop on the floors of his accessory lots.[31] The lift buttons to said floors were deactivated due to, *inter alia,* safety concerns. The Court of Appeal held that:

(a) The Appellant was entitled to "*reasonable use and enjoyment*" of his personal property and that such enjoyment included "*the available means of access to his property*"; and

(b) "*As there is an existing lift providing means to access to all units in the building, he* [i.e. the Appellant] *is entitled to reasonable use and enjoyment of such lift in common with the other subsidiary proprietors, unless such use and enjoyment is not possible*."[32]

[30] Applicants' Closing Submissions, at para 13.
[31] *Abraham Aaron Issac v The Management Corporation Strata Title Plan No 664 [1999] SGCA 32.*
[32] *Id*, at para 21.

32 The issues in *Abraham Aaron Issac* are different from the case at hand. It is clear that the "*reasonable use and enjoyment*" of the lift (as common property) referred to by the Court was contingent upon various factors, including the fact that:

(a) Personal property highlighted by the Court was in reference to the Appellant' units, not private property located on common property; and

(b) The right to access was recognized considering, *inter alia*, that:
   i. The lift was an existing mode of access;
   ii. Said mode of access was available to all other SPs; and
   iii. This entitlement would apply "*unless such use and enjoyment is not possible"*.

33 In *Sit Kwong Lam v MCST Plan No. 2645* ("***Sit Kwong Lam***"), the Court considered the issue of whether the installation of an air-conditioning ventilation unit on common property constituted the "*exclusive use and enjoyment of … the whole or any part of the common property*" covered under s. 33 BMSMA. [33] The Court held that this was the case because:

"*… as a result of the installation of Work 3* [i.e. the air-conditioning ventilation unit], *the area in question* ***could no longer be used by any other subsidiary proprietor as it was permanently physically occupied by the air-conditioning ventilation unit.***"[34] [Emphasis added]

34 Additionally, the Board refers to *Wu Chiu Lin v MCST Plan No. 2874* ("***Wu Chiu Lin***") – which considered whether roof coverings, installed above the roof trellis and attached to external walls (deemed common property by the Court), constituted "*exclusive use and enjoyment*" of said common property.[35] The Court also held that it was the case since such roof coverings would "*constitute a use of parts of the external walls by the Applicants who install the coverings* ***to the exclusion of the other subsidiary proprietors***". [36] [Emphasis added]

35 Accordingly, the Board is of the view that the relocation of the Applicants' condensers to the ground floor would constitute "*the exclusive use and enjoyment of*" the "*whole or part of the common property*" covered under s. 33 BMSMA.

36 It is not in dispute that the air-conditioner condensers are the private property of the Applicants, which is located on common property.[37] It is also not in dispute that the Applicants have been accessing their condenser via a mobile ladder since the mounted ladder was removed.[38]

37 In fact, when questioned by Respondent's counsel on the necessity of moving the condensers, Mr Lau replied that "*it's not necessary, frankly speaking*" to relocate the condensers. However, Mr Lau highlighted that the Respondent should carry out the

[33] *Sit Kwong Lam v Management Corporation Strata Title Plan No 2645 [2017] SGHC;* decision upheld in *[2018] SGCA 14.*
[34] *Id, at para 105.*
[35] *Wu Chiu Lin v Management Corporation Strata Title Plan No 2874 [2018] SGHC 43*
[36] *Id,* at para 78.
[37] *Supra* n 24.
[38] *Supra* n 5.

relocation "*as a fair* [and] … *judicious MCST*".[39]

38 As such, the Board is of the view that the Respondent has already allowed the Applicants access to their air-conditioner condensers and does not have a duty under s. 29(1)(a) nor power under s. 29(2)(b) to provide access to the Applicants' condensers by relocating said condenser to the ground floor or building a permanent installation (e.g. a staircase) which would allow access to the roof.

***Whether the Applicants have discharged the burden of proof with regard to the present mode of access to the roof being unsafe***

39 The Board notes that the Applicants have also raised the argument that the Applicants' condensers should be shifted to the ground floor because the present mode of access (i.e. by mobile ladder) is unsafe.[40] The Board will next consider this claim bearing in mind that the burden of proof lies with the Applicants.

40 The Applicants have emphasized the height that contractors have to scale in order to reach and service the Applicants' condensers installed on the flat roof of the Applicants' single storey unit. While working from heights does bear a certain degree of risk, it does not naturally follow that the existing mode of access is unsafe. No evidence was presented to the Board on safety requirements other than bare statements made by the Applicants.

41 On the other hand, the Board notes that, *inter alia*:

(a) Landscaping contractors engaged by the Respondent have been accessing the flat roof above the Applicants' unit "*without … any safety concerns*";[41]

(b) The access point where a mobile ladder can be set up to access the roof is secured by card access – acting as deterrence to any potential trespassers;[42] and

(c) Air-conditioning contractors have professed the view to the Respondent that accessing the Applicants' condensers at the height of four (4) metres is safe and arguably safer than accessing the condensers of other SP living on high floors – which would require an individual to "*climb over their … low wall onto the external façade protected by a small little railing to maintain the condensing units*".[43]

42 The Board is of the view that any potential safety issues should be considered with reference to the provisions of the BMSMA. In this context, s. 37A BMSMA would have to be considered. The relevant portion states:

**"***Installation of safety equipment permitted*

*37A.— (1) A subsidiary proprietor of a lot in a building on a parcel comprised in 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*

[39] Transcript of 12 December 2019, page 42, line 10, to page 43, line 5.
[40] *Supra* n 30, at para 3(d).
[41] Transcript of 12 December 2019, page 131, lines 12 to 23.
[42] *Id*, page 137, line 5 to page 138, line 10.
[43] *Id*, page 132, lines 2 to 12.

*the regulations or any by-law of the parcel which otherwise prohibits the installation of such safety equipment."*

43 This provision clearly states that the Applicants have the right to install "safety equipment", defined under s. 37A(3), on their lot - provided the requirements in s. 37A(2) are complied with. It is clear that this provision does not impose a duty for the MCST to install safety equipment on common property.

44 The Board further notes that during the period of time when the Applicants were under the impression that the roof above their unit was for their exclusive use (i.e. between 2013 and 2017), the Applicants did not propose any measures to improve safety conditions with regard to accessing the roof.[44] In fact, the first instance where the Applicants raised the issue of safety was when they found out that the roof above their unit was actually common property that was not for their exclusive use.

45 As such, the Board is of the view that the Applicants have not discharged the burden of proof that the current mode of access to their condensers (located on common property) is unsafe, or that that there is a necessity for the Applicants' condensers to be relocated to the ground floor for safety reasons.

***Whether there are grounds for the Applicants to claim reimbursements for payments made in relation to DC/OSS 113/2018***

46 The requirements relating to the doctrine of *res judicata* was outlined in *Lee Tat Development Pte Ltd v MCST Plan No 301* ("***Lee Tat Development***").[45] The Court of Appeal, in *Lee Tat Development*, held that:

> **"***The requirements of an issue estoppel were:* ***(a) there needed to be a final and conclusive judgment on the merits****; (b) that judgment had to be by a court of competent jurisdiction; (c) there had to be identity between the parties to the two actions that were being compared; and (d) there had to be an identity of subject matter in the two proceedings. In relation to the last requirement, the decision on the issue must have been a "necessary step" to the decision, or a "matter which was necessary to decide and which was decided as the ground work of the decision*".[46] [Emphasis added]

47 The Board notes that the Court Order in DC/OSS 113/2018 ordered that the MSCT be given leave to withdraw the application and that the Defendants were to pay the Plaintiffs costs fixed at $1,500 plus reasonable disbursements to be agreed or taxed.[47] Aside from the costs order, the Board is unable to agree that *res judicata* applied in this case. The Board was not made aware of the terms leading to the Court's Order, if any.

48 The Applicants are relying on s. 101(1)(c) BMSMA for their claims and in seeking damages for these sums paid.[48]

49 As the Respondent has pointed out, s. 101(3) BMSMA provides expressly that the Board

[44] Transcript of 12 December 2019, page 37, line 4, to page 39, line 16.
[45] *Lee Tat Development Pte Ltd v Management Corporation Strata Title Plan No 301 [2005] SGCA 22,*
[46] *Id,* at para 1.
[47] *Supra* n 13.
[48] Refer to the Applicants' Closing Submissions, Part VII.

may award damages except for applications under s. 101(1)(c). S. 101(3) states:

*"(3) Any order made under subsection (1),* ***except an order made with respect to the exercise or performance of, or the failure to exercise or perform, a power, duty or function conferred or imposed by this Act or the by-laws****, may provide for the payment of damages not exceeding an amount that may be ordered by a District Court if the dispute had been the subject of civil proceedings in that Court."* [Emphasis added]

50 As such, the Board has no power to order any payment of damages in this application and does not need to make any findings in this regard as to allegations of the Respondent's "lack of proper procedure" and/or "discrimination against the Applicants".

51 There are other avenues for the Applicants to seek redress for their perceived grievances in relation to the sums paid in DC/OSS 113/2018 if they so wish.

52 Accordingly, the Board finds that the Applicants' have not made their case as to why they should be entitled to reimbursement of monies paid in relation to DC/ OSS 113/2018.

**BOARD'S DECISION**

53 The Board does not find sufficient evidence that the Respondent has breached its statutory duty under s. 29(1)(a) and s. 29(2)(b) BMSMA in not relocating the Applicants' condensers to the ground floor or that the Applicants should be entitled to reimbursement of monies paid in relation to DC/OSS 113/2018. Therefore, the Board does not grant the orders sought for by the Applicants under s. 101(c) BMSMA.

54 The Board orders as follows:

1. That the application is dismissed;

2. Applicants to pay the Respondent costs and disbursements of $15,956 all in, as well as the full cost of transcription services; and

3. Applicants to pay the STB fees of $600.00, being :

    a. Hearing on 12 December 2019 - $300; and

    b. Delivery of decision on 20 January 2020 - $300.

Dated this 20th day of January 2020

_____
Mr. Raymond Lye
Deputy President

_____
Mr. Lim Peng Hong
Member

_____
Madam Zahara binte Bakar
Member

Mr. Richard Siaw (M/s R S Solomon LLC) for the Applicants.

Mr. Daniel Chen (M/s Lee & Lee) for the Respondent.