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BUILDING (STRATA MANAGEMENT) ACT 2004

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

STB No. 75 of 2025

In the matter of an application under **section 101** of the Building (Strata Management) Act 2004 in respect of the development known as **Oxley Bizhub** (MCST Plan No. 4111)

Between

Orison Pte Ltd

... Applicant(s)

And

MCST Plan No. 4111

… Respondent(s)

GROUNDS OF DECISION

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26 November 2025

5 December 2025

18 December 2025

Coram:	Mr Remedios F.G	Deputy President
	Mr Lai Huen Poh	Member
	Mr Lawrence Ang	Member

INTRODUCTION

1. This is an application by a subsidiary proprietor of a lot in the development known as Oxley Bizhub (the "**Development**") at Blk X Ubi Road 1 Singapore 408727 for three (3) orders against the respondent who is the management corporation of the Development.

BACKGROUND

2. The orders applied for, as stated in Section D of Form 8 of the application are:

   i) *Cancel the by-law in posed by MCST to fine people for breaching by-law.*

ii) *To repair the electrical device (Tap Off Unit) in the common area of Blk X #XX-XX unit, which has not been functioning properly since April 2025.*

iii) *Recovery of Unauthorised Payment of $1000, and Landlord suffered losses rental from April and May at $7900 per month. New Tenant do not have electricity, affect daily operation from 9th June onward, $8300 per month rental.*

3. In section E of Form 8 where the applicant is required to narrate the nature of the dispute and events leading to the filing of the application, there was, in relation to the first order applied for, no information/particulars whatsoever of a by-law that provided for a fine for a breach of the by-law.

4. From the narration in relation to the second order, it appeared that the applicant's lot had experienced an "*electrical issue*" that was caused by a malfunction in the Tap Off Unit when the lot was occupied by the applicant's tenant. The malfunction has not been rectified, and it is the case for the applicant that it is the responsibility of the respondent to rectify the malfunction.

5. With regard to the claim for the recovery of $1000, the documents in Section E of Form 8 showed that a tax invoice dated *02 Jun 2025* for "*Cleaning Fee for Unauthorised Dumping Fee*" had been sent by the respondent to the applicant. It appears that payment was made by the applicant, and it now wants the Board to order the respondent to repay the $1000 because the payment was "*due to MCST unauthorised action in finning the Subsidiary Proprietor (SP) for an incident that occurred in 2023".*

6. The narration in relation to rental losses from April to May was that a tenant who was paying a rent of $7900 per month had on 18 May 2025 terminated the tenancy "*due to lack of electricity*" and with effect 9 June 2025, there was a new tenant who was paying a rent of $8300 per month.

7. Mediation did not result in a resolution of the dispute, and the matter was fixed for an arbitration hearing.

8. At the hearing, the evidence of the applicant was submitted by a Ms Toh Bee Yean who was the property agent of the applicant.

9. It will be convenient to consider the application for the first and third orders viz "*Cancel the by-law in posed by MCST to fine people for breaching by-law"* and "*Recovery of Unauthorised Payment of $1000, and Landlord suffered losses rental from April and May at $7900 per month. New Tenant do not have electricity, affect daily operation from 9th June onward, $8300 per month rental"* before considering the application for the second order.

10. There was, in the evidence of the applicant, no evidence whatsoever of a by-law that provided for a fine for a breach of the by-law. There was also, other than a narration in the Opening Statement of the applicant that there was loss of rental income, no evidence

to support a claim for loss of rental income. There was also no evidence to support a claim for "*Recovery of Unauthorised Payment of $1000".*

11. In relation to the second order applied for, it was the evidence of the applicant that the tenant at the premises discovered in April 2025 that there was no L2 Phase electricity in the *external meter device* known as Tap-Off Unit premises.

12. A report prepared by James Wong, a licensed electrical worker (the "**LEW**") to the Energy Market Authority in relation to the power disruption, was submitted in evidence by the applicant. In the report, the LEW informed that there was a defect in one (viz L2) of the three phases of electrical supply in the tap-off unit. Remedial action included checking the connection, condition, tightness, cleaning and replacement of the tap-off unit.

13. It did not appear that there was any dispute that there was a defect in the tap-off unit and it was this defect that was the cause of power disruption and the issue for determination by the Board, viz responsibility for the repair of the tap-off unit was not controversial.

14. It was the case for the applicant that it was the responsibility of the respondent to repair of the tap-off unit because it was common property. It was the case for the applicant that the tap-off unit was common property because the tap-off unit was not situated within the boundary of the applicant's lot and was on the wall outside the lot. On the part of the respondent, it was its case that the tap-off unit was not common property because it serviced only the applicant's lot.

15. It will be in order to, from the outset, note that a hallmark of common property is whether it can be "*used or capable of being used or enjoyed by the occupiers of 2 or more lots*"- section 2 of Building (Strata Management) Act 2004.Whether the tap-off unit (or any item) is or is not common property is not to be determined on the basis of its location but on the basis of whether it is used or capable of being used or enjoyed by the occupiers of two or more lots. In the case of *Tsui Sai Cheong and another v Management Corporation Strata Title Plan No 1186 [1995] SGHC 260* ("***Tsui Sai Cheong****"*), the court was required to make a determination in relation to a service water pipe that exclusively served the subsidiary proprietors' lot and which was embedded inside and outside a lot. It was leaking and causing damage to electrical and telecommunication fittings. The leak was in the section of the pipe that was embedded in the concrete floor outside the subsidiary proprietors' unit and there was no dispute that the concrete floor outside the unit was common property and was under the control and management of the management corporation. It was the finding of the court that the pipe was the property of the subsidiary proprietors and the fact that defective section was embedded in the concrete slab which was common property did not turn that part into common property.

16. The Board had, when giving directions for the hearing in this case, indicated that evidence in relation to the tap-off unit and how it functioned would be required.

17. The applicant did not at the hearing present any evidence in relation to the make up and functions of the tap-off unit but contended that the respondent had a duty and responsibility under the Electricity Act Cap 89A and Electricity (Electrical Installations) Regulations to maintain and repair the tap-off unit.

18. On the part of the respondent, evidence was provided by James Wong, a licensed electricity worker (the "**LEW**") to show that the electrical power in the applicant's lot was drawn from the respondent's busbar trunking and that it was the tap-off unit that was the device that was used to draw power from the busbar trunking. Inter alia he said "*one can think of a tap-off unit as a specialised heavy-duty electrical plug that connect to a continuous power distribution system much like an adapter plugged into a continuous power track*"; it contained a "*protective device such as a circuit breaker or fuses to interrupt the power if an overload or short circuit occurs in the branch circuit it is feeding. This protects both the connected equipment and main busbar system*".

19. It was, from all of the evidence adduced, quite clear that the tap-off unit was, in this case not used or capable of being used or enjoyed by anyone other than the occupiers of the applicant's lot. Accordingly, it was not common property and an order cannot be made for the respondent to repair the unit.

20. Whilst the application for the respondent to repair the tap-off unit will be dismissed, the Board has, from the evidence of the LEW noted that the applicant's access to the unit for purposes of repair will, because of its location in the common area and is *"somewhat hazardous pieces of equipment involving open current (minimally through or from the busbar) and high voltage",* be controlled by the respondent and in view of the unavoidable link repair would have "*with the Development's busbar (and therefore to the Development as a whole"* it would be necessary that he, as he was the Development's LEW and a firm of qualified electrical contractors should be engaged to carry out required rectification works. In *Tsui Sai Cheong,* the Board that dealt with the application before it went on appeal to the High Court, found that whilst the pipe was private property and the subsidiary proprietors were solely responsible for its repair, it would, because it involved opening up of the common floor, be too onerous to require the subsidiary proprietors to undertake the repair work and was of the view that the management corporation should carry out the rectification work and bill the subsidiary proprietors who had exclusive use of the pipe. On the part of the High Court, it at paragraph [10] of the report agreed "*it might be more convenient or desirable, for the management corporation rather than the individual owner, to undertake repair works. Such an undertaking, however strictly speaking cannot be equated or elevated to a duty on the part of the management corporation; if the management corporation does undertake the repair works it does so on behalf of the subsidiary proprietor concerned and at his expense".* Whilst the court did not order that it was only the

management corporation who should carry out repairs and repairs could be carried out by someone employed by the subsidiary proprietor, it was pointed out at [11] that if "*common property needs to be opened up in order to effect the repair, it must be reinstated to the reasonable satisfaction of the management corporation".*

21. The respondent is, in this case, not opposed to undertaking repair of the tap-off unit, but there is no agreement between the parties on the cost of repairs.

THE BOARD'S DECISION

22. The application for the three (3) orders applied for are dismissed.

Dated this 18th day of December 2025

Mr Remedios F.G
Deputy President

Mr Lai Huen Poh
Member

Mr Lawrence Ang
Member

Toh Bee Yean (in person) for the Applicant.

Terence Hua (Rex Legal Law Corporation) for the Respondent.