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

STB No. 104 of 2025

In the matter of an application under section(s) **101(8), 101(1), 101(3) and 101** of the Building (Strata Management) Act in respect of the development known as **BEDOK COURT** (MCST Plan No. **1130**)

Between

Mr Sumeet Kumar

... Applicant

And

Madam Chee May Wenn

... Respondent

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Between

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... Applicant

And

Madam Chee May Wenn

... Respondent

9 February 2026

15 April 2026

Coram:	Mr Raymond Lye	(Deputy President)
	Mr Zahidi Bin Abdul Rahman	(Member)
	Mr Lee Cheng Sung	(Member)

Background

1. The Applicant purchased the unit #XX-XX and commenced renovations before moving in. The renovation permit for major renovation work (which included hacking work) was granted by the MCST from 6 June 2025 to 26 July 2025. The Applicant and his family rented an apartment elsewhere for 3 years, with the tenancy expiring on 10 August 2025. Upon the expiry of the tenancy agreement, the Applicant intended to move into the unit in August 2025, as renovation

works would have been completed. The Respondent's unit was directly above the Applicant's unit at #XX-XX.

2. There was a complaint of water leakage in June 2025 into the Applicant's courtyard from the ceiling. The Respondent was given notice and rectified the leakage in her washing machine and kitchen floor trap areas in July 2025 as suggested by the Applicant's then contractor. The Applicant confirmed the leaks had ceased by way of an email to the Respondent dated 29 July 2025, and the matter resolved ("Resolved Leaks"). The Applicant and his family did not move back in August 2025, and in fact renovation work was still ongoing in September 2025 when new leaks started in mid-September 2025 which led to the present application. The Applicant and his family moved into the unit only in mid-January 2026.

Renovation Works in the Applicant's Unit

3. It is the Applicant's evidence that the renovation works were major, as stated in the renovation permit, inclusive of hacking (page 97 of the Applicant's AEIC and page 98 of the hearing transcript dated 9 February 2026 "transcript"):

Mr Zahidi: So what was the scope of work during that period? Because in the permit, they say it's quite major work. Right, the MCST called it "major work". So what are the works?

Applicant: So it included the renovation of the entire house, which included floors, the redesign of certain areas, all the carpentry, all the electrical and water works and the fixing of all the sanitary ware and everything that obviously that (inaudible)

Mr Zahidi: Including all the electrical rewiring?

Applicant: Yes. So it was supposed to be all the electrical rewiring, but I don't think all the electrical rewiring was changed, which was not working, I think that's what they fixed.

Mr Zahidi: No, but the contract calls for all rewiring works?

Applicant: Yes.

Mr Zahidi: And then the water?

Applicant: Entire drainage system and all the water supply. So all the water supply pipes were changed and put in brand new.

Resolved Leaks Issue

4. The only issue to be dealt with is whether these leaks caused and/or contributed to the delay in the completion of the Applicant's renovation works beyond July 2025 such that the Applicant and his family could not move into the unit in August 2025, and therefore claim damages not just for consequential damage to the Applicant's unit, but also for alternative accommodation.
5. In answer to the Board's question as to the stage of renovation work in June when the initial leaks were discovered, and whether it was in good progress to finish by the end of July, the Applicant's response was "*absolutely, of course*" (page 99, transcript). The Resolved Leaks only concerned the Applicant's courtyard and side of the yard (pages 27 to 33, Applicant's AEIC), and were, in the Board's view, relatively minor. The courtyard and yard (utility area outside the kitchen where rubbish chute is) were outside the liveable areas, with some leaks affecting the wall between the dining and main door. The rectification method of polyurethane ("PU") injection, recommended by the Applicant's contractor, was carried out on or about 26 July 2025, with the Applicant acknowledging the leaks stopped (Applicant's AEIC paragraphs 15 to 19).
6. When the Board asked why the renovation works were still not complete even in mid-September 2025 when the new leaks occurred, the Applicant's evidence was that after the Resolved Leaks were dealt with towards the end of July, the renovation works for the affected areas started 2 to 3 weeks after that, but the "*rest of the renovation works were still ongoing*". Further, the Applicant's evidence was that "*as at 3rd August, some time was lost for these (affected) areas. The rest we still tried to continue and keep working on*". To the Board's observation that the photographic evidence of the Applicant showed that even by September 2025, the walls of the kitchen were not constructed yet, the Applicant agreed, and that this was because he specifically left the work for that area where the Main Circuit Breaker ("MCB") would be installed, to be done last, including the carpentry, as the Applicant "*had to connect and make sure that the MCB is working fine*" (pages 100, 102, 103 and 105, transcript). In fact, in the Applicant's AEIC at paragraph 20, as late as in the week of 15 September 2025, the Applicant's contractor was continuing with renovation works and was tearing down "*more existing cabinets during renovation works in my Property*". In re-examination, the Applicant's response to his own counsel was telling:

Q. Why do you say that there was no way you could have moved in? What is it that makes you form the conclusion that you couldn't have moved in on the 11th of August?

A. First and the most primary one was the toilets were not ready. Second, there were no cupboards or anything in the rooms. And obviously, as I mentioned, there were workers working there in multiple areas. It would have been very difficult for us to stay and all the workers roaming around the house and doing their work in it.

7. From the evidence, the Board's assessment on the facts is that the issue of the Resolved Leaks was relatively minor. The Board's assessment on the facts indicate that the locations affected would not have made the unit unliveable, and involved slight inconvenience, if any, at the most. The leaks were also resolved within a reasonable time. The Board is unable to find that the Applicant has discharged his burden, on a balance of probability, of proving the Resolved Leaks solely or even substantively contributed to the delay in completion of the renovation works in the unit beyond 10 August 2025, which was when the Applicant's existing tenancy agreement expired and he was to move in with his family into the unit thereafter. The Board is of the view, on a balance of probability, that the reason the Applicant and his family could not move into the Applicant's unit after 10 August 2025 was primarily due to the fact that substantive portions of his ongoing renovation work, for reasons unrelated to the Respondent, and best known to the Applicant, remained ongoing and incomplete.

Relevant Leaks Issue

Whether the presumption in s101(8) is triggered and the Board's Findings

8. The Applicant gave evidence that sometime in mid-September 2025, his contractor was tearing down existing cabinets during renovation works when the Applicant noticed water leakage by way of a large quantity of water right above the MCB, causing it to trip ("Relevant Leaks"). The Applicant had not sought approval for the relocation of the MCB from the MCST nor BCA nor from "anybody" (pages 77 and 78, transcript). The Applicant was not sure of whether it was installed by a licensed electrical worker ("LEW")(page 122, transcript). It is therefore clear that the MCB relocation and installation was unauthorised and in breach of regulatory requirements.

9. The Relevant Leaks were significantly worse than the Resolved Leaks (Applicant's AEIC paragraphs 20 to 22). To the Board's question of whether the leaks were occasional dripping of water or continuous dripping of water, the Applicant answered that it was "*Non-stop flow of water*" (page 73, transcript). The MCB subsequently emitted sparks and/or caught fire by end September 2025, and on 2 October 2025, a direct stream of water leaked from the ceiling into the MCB and started a fire in the MCB, with the power supply then shut down for safety reasons. According to the Applicant, the MCB "*continued to be flooded with flowing water*" in October 2025 (paragraph 41, Applicant's AEIC). The Applicant claims that the renovation works in his unit had to be redone as the leakage had damaged the renovations already carried out. The Applicant engaged a water leakage contractor and LEW to assess the condition and then filed the present application on 8 October 2025. In November 2025, the parties agreed to engage a water leakage "expert" (in the Applicant's own words) and water ponding tests were conducted for 24 hours on the Respondent's master toilet and common toilet on 24 and 25 November respectively. The Board notes the "expert" referred to by the Applicant is at most a specialist water leakage contractor. The contractor released a Testing Report dated 1 December 2025. The Applicant relies on this report for his case. From mid-September 2025 onwards until mid-January 2026, the Applicant's case is that he and his family was unable to move into his unit as a result of the Relevant Leaks, as electricity supply cannot be turned on for the renovation works until the leaks causing the MCB to trip has been repaired and the MCB itself replaced, which was done only in December 2025 by the Applicant through his contractor.
10. In the Testing Report of the contractor, yellow-coloured dye had caused staining at several locations at the living room and surrounding areas of both common and master toilet in the Applicant's unit, indicative as signs of waterproofing failure from both toilets. The recommendations were to either do new waterproofing works (cementitious waterproofing) in both toilets or to perform chemical infusion plus grouting works to both toilets ("*Toilet Leaks*"). The contractor emphasized by way of a "Note" in bold that the additional leaking point from the Applicant's "*Db Point area has not been identified*" and "*testing on other/secondary area of leakages*" is to be done after toilet waterproofing is completed. See the Applicant's AEIC page 71. The Board notes that the contractor's Testing Report is consistent with his photo-based assessment on 7 October 2025 based on photographs and videos sent to him by the Applicant, where he opined that it "*Looks to me like a waterpipe issue. Too much water to be a waterproofing*" (sic). See page 56, the Applicant's AEIC.

11. As for the LEW, his view was that the distribution board failure was due to water leakage from the ceiling. See pages 58 and 59, the Applicant's AEIC. The Board notes it is the Applicant's evidence that right above the MCB is the false ceiling of the Applicant's kitchen (pages 79 and 111, transcript).
12. The Applicant acknowledged that he was aware that his own unit's water supply pipes were "*under the walls and on top*" of the MCB, clarifying that the water supply pipe was in the false ceiling above the MCB. To the Board's questions as to whether the large volume of continuous discharge of water suggested that the source could have been from a water supply pipe in the false ceiling above or wall behind the MCB, the Applicant gave evidence that he observed on one occasion the big flow of water came from the use of the Respondent's washing machine when it was used twice that day, in the yard area above the Applicant's dining area. (pages 73 to 76, 102, transcript). He discounted the continuous discharge of water as coming from the water supply pipes in his unit, even though these pipes were behind the walls and in the false ceiling of his unit above the MCB, as his water supply was switched off during the renovation work, and was only switched on in January 2026. See pages 73, 74 and 76, transcript. Upon further questioning by the Board for clarity, the Applicant then took the position that he assumed the pipes above the MCB were electricity pipes, and not water supply pipes. The Applicant did not produce any evidence as to the nature of the pipes behind the wall of the relocated MCB or in the false ceiling above it.
13. The Board notes that the renovation work in the Applicant's unit is a major one. See paragraph 3 above. Water would be an essential requirement for the mixing of cement, flooring, screeding and major work of such nature. For example, in any renovation work that involves changes to the wall and/or floor finishes, the renovation contractor will need water supply for the screeding and tiling works. The cement mortar and cement grout used in the plastering and wall & floor tiling process will need water to be mixed with the dry cement and sand and lime. It is unreasonable to expect the renovation workers to carry up buckets of water from the ground floor up to the XXth Floor. It is in the usual course of such renovation works that the workers will turn on the apartment's water supply to get the water that is necessary for the wet renovation works such as laying the cement/sand screed and in fixing the new tiles to these screeds. The workers will also need water to clean up the surfaces before tiling works and also for cleaning up when the work is done for each day, e.g. spraying of water onto wall in preparation to plaster and tile the wall or even keeping the dust down. It is therefore expected and reasonable that the

workers will turn on the Apartment's water supply when work is being carried out in the Apartment.

14. The Applicant did not reside in the unit and did not call his contractor as a witness. The Applicant did not explain how his major renovation works could have been done without any supply of water from commencement of works in June 2025 all the way till January 2026. The Board also notes the Testing Report of the Applicant's water leakage "expert" in paragraph 10 above, that the source of the water damage relating to the Relevant Leaks; i.e. the MCB areas, has not been identified, and that it appears to him to be a waterpipe rather than waterproofing issue (the latter indicating default in the Respondent's unit). The Board is also of the view that the water damage as shown from the evidence provided by the Applicant, that of a large and continuous flow of water that started in a new area on 15 September 2025, is inconsistent with the water leakage found in the water ponding Testing Report of 1 December 2025, which pointed at failure of waterproofing in the common and master toilets of the Respondent's unit, leading to corresponding staining in the living and surrounding areas of the Applicant's common and master toilets as well; i.e. the Toilet Leaks.
15. The Board further notes that the ponding tests at the Respondent's 2 bathrooms identifying the Toilet Leaks do not appear to show that water has leaked into the kitchen ceiling and at the wall in the kitchen where the MCB is located; there is no yellow liquid seepage marks at the kitchen at all. The 2 photographs seen in A1 Supplemental at page 5 apparently showing a small strip with slight discoloration in yellow is inconclusive, and inconsistent with the Testing Report. Seepage marks were confined to the Applicant's bathrooms' ceiling only. The signs of slight water seepages reported, were in the corridor/foyer, middle bedroom, dining room and yard. Further, the various closeup photos of the MCB area do not appear to show water marks from the concrete substrate ceiling above it, nor on the false ceiling above the MCB, but rather behind the wall where the MCB was relocated to. On the facts, the Board is of the view that the large amount of water discharge that affected the MCB is more consistent with a leak from a water supply pipe. These views are also consistent with the Respondent's water leakage contractor's assessment (see paragraphs 9 and 13 above). As the Applicant acknowledged, such water supply pipes serve his own unit and are found behind and above the MCB location. The Respondent had in any event rerouted her water discharge pipe from the washing machine floor drain to the kitchen waste water pipe out of an abundance of caution.

16. On a balance of probability on the facts, the Board finds that the presumption is triggered as far as the water leakage is found in the areas identified in the said Testing Report arising from the Toilet Leaks, but not for the Relevant Leaks as to water leakage affecting the MCB areas. Having not affirmed an AEIC, the Board notes that the Respondent did not proffer any evidence to the contrary as far as the presumption points to the leaks that originated from both her toilets, and the Board accordingly finds that the Respondent is liable for such leaks. As the presumption is not triggered for the Relevant Leaks, it is incumbent on the Applicant to prove, on a balance of probability, that the leaks originated from the Respondent's unit, and not from the Applicant's own unit. On the facts and for the reasons set out above, the Board finds that the Applicant has not discharged this burden, and accordingly finds the Respondent is not liable for the Relevant Leaks.

Other Issues

17. The Board notes the Applicant had relocated the MCB from the other wall by about 7 to 8 inches as installed by his contractor. It also appears that all the photographs of the MCB show that the MCB is exposed, with no protective cover isolating the MCB, during the renovation period. As stated in paragraph 8 above, the MCB as well as its relocation was unauthorised. In any event, the Respondent in cross-examination suggested from the evidence of the photographs, the damage to the MCB and the consequential damage would not have occurred had the Applicant not made the unauthorised relocation. Based on the Board's findings above, it would be unnecessary to decide the issue on this point.
18. The Applicant clarified in answer to the Board that, aside from the Relevant Leaks, with the MCB being damaged by water ingress which led to the power-supply being cut-off for safety reasons ("*electricity was our biggest concern at the time*", per page 80, transcript), the Toilet Leaks would *not* have made the following unusable: kitchen, yard, foyer/corridor, 2 out of 3 bedrooms (middle bedroom had dampness), dining room other than a burn mark ostensibly due to the MCB being short-circuited (pages 87 and 90, the Applicant's AEIC and pages 80 to 87, transcript). Even the additional photographs tendered by the Applicant and admitted on the day of the arbitration hearing itself (A1 Supplemental pages 1 to 7) do not suggest any major damage caused to the areas identified, whether the alleged damage shown occurred before or after the repairs of the Resolved Leaks done in July 2025.

19. There was a long delay from September 2025 to mid-January 2026 before the MCB issue was fixed by the Applicant, and the Applicant continued to claim for alternative accommodation, among other claims, from September 2025 to January 2026. In effect, the Applicant and his family never moved into his own unit after purchase, including the period from the commencement of renovations in June 2025 until they finally moved in in January 2026.

The Applicant's Claims

20. The Applicant claims special damages of \$45,358.75, itemised as:

- a. Alternative accommodation and associated bills of \$23,114.66;
- b. Rectification of DB/MCB of \$7,957.00;
- c. Rectification of damage to walls and ceiling of \$12,862.00;
- d. Cost of the Applicant's daughter's replacement books of \$59.94;
- e. Costs of retrieval of the Applicant's wife's Visa from warehouse of \$100.00;
- f. Cost of INLIS report of \$45.15;
- g. Cost of LEW report of \$620.00; and
- h. Cost of STB hearing fees of \$600.00

21. The Applicant also claims general damages of stress, distress, loss of use of Applicant's property and inconvenience of \$25,000.00

22. Finally, the Applicant also claims for an order for the Respondent to rectify the leaks in Applicant's kitchen, yard, foyer, bedroom walls and common room walls.

Board's Decision

23. As the Board has decided that the Respondent is liable for the leaks arising from her failed waterproofing works in both her toilets, the Respondent is to carry out works by appointing a BCA registered contractor to replace the waterproofing membrane in both her common and master bathroom toilets, and shall provide proof of the works having been done as well as a 24 hour water-ponding test report for proof of efficacy of the works to the Applicant within 6 weeks of the date of this Order.

24. Arising from the findings of the Board that neither the Resolved Leaks (and its period of repair) nor Toilet Leaks were of an extent that caused the Applicant's unit to be substantively unliveable, with such cause, if any, more likely on the facts to arise from issues with the Applicant's own renovation works and delay by his contractors, including the Applicant's evidence that his first contractor Jacob had stopped work in or about September 2025 (likely after the Relevant Leaks occurred), and the replacement contractor Jackie Chung only commenced work in December 2025 (pages 107 and 108, transcripts), the Board is unable to find in the Applicant's favour for any part of his claim for alternative accommodation. The claims arising from the Applicant being unable to move into his unit likewise also fails, in particular claims for the replacement of the Applicant's daughter's books and the Applicant's wife's retrieval of visa.
25. The Board accordingly finds the Respondent not liable for repairs attributable to the Relevant Leaks, including the costs related to the replacement of the MCB and related repair costs as shown in the quotation of Design iOi at page 140 of the Applicant's AEIC ("iOi Quotation"), nor the costs for the LEW report.
26. As the Board has found the Respondent liable for the Toilet Leaks, and deriving some assistance from the said iOi Quotation on repairs relevant to the affected areas, the Board is of the view that the Respondent shall pay the Applicant the sum of \$3,000.00 as damages for the Applicant to effect his own repairs to the areas damaged by the Toilet Leaks.
27. The Respondent shall also be liable to pay the sum of \$45.15 for the INLIS reports and the sum \$600 for the STB hearing fees.
28. As the Applicant and his family did not live in the unit at the time the Resolved Leaks or the Toilet Leaks happened, and they were in fact staying in hotels and chalets throughout the period, and with the cause of the delay in the unit being ready for the Applicant and his family to move in materially attributable to the renovation works and the Applicant's renovation contractors, the Board finds that no damages for inconvenience or loss of use is due to the Applicant and his family from the Respondent.
29. As the Applicant has been partially successful in his claim, the Board will award costs in the Applicant's favour, but adjusted according to overall findings of the Board.

Order of the Board

30. The Respondent shall at her own cost carry out works by appointing a BCA registered contractor to replace the waterproofing membrane in both her common and master bathroom toilets, and shall provide proof of the works having been done, as well as a 24-hour water-ponding test report for proof of efficacy of the works, to the Applicant within 6 weeks of the date of this Order.
31. The Respondent shall pay the Applicant the sum of \$3,000.00 as damages.
32. The Respondent shall pay the Applicant the sum of \$45.15 for the INLIS reports and the sum of \$600 for the STB hearing fees.
33. The Respondent shall pay the Applicant costs in the sum of \$4,000.00 all in.
34. All payments due from the Respondent to the Applicant in paragraphs 31, 32 and 33 above are to be paid within 14 days of this Order.

Dated this 15th day of April 2026

Mr Raymond Lye
Deputy President

Mr Zahidi Bin Abdul Rahman
Member

Mr Lee Cheng Sung
Member

Mr Mahmood Gaznavi (M/s Mahmood Gaznavi Chambers LLC) for the Applicant
Mr Chin Tsu Kuang (litigant-in-person) for the Respondent