BUILDING (STRATA MANAGEMENT) ACT

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

STB No. 109 of 2025

In the matter of an application under section(s) **101 and 113** of the Building (Strata Management) Act in respect of the development known as **LA FIESTA** (MCST Plan No. 4463)

Between

Mr Tien Geok Beng, Mr Tien Geok Cheong, Madam Tien Kwek Choon and Madam Tien Kok Eng

... Applicants

And

The MCST Plan No. 4463

... Respondent

GROUNDS OF DECISION

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... Respondent

11 February 2026

12 February 2026

2 April 2026

Coram: Madam Zahara Binte Bakar (Deputy President)

Madam Monica Neo (Member)

Ms June Fong (Member)

INTRODUCTION

1. The Applicants, Mr. Tien Geok Beng, Mr. Tien Geok Cheong, Madam Tien Kwek Choon and Madam Tien Kok Eng, are the subsidiary proprietors ("**SPs**") of 50 Sengkang Square #XX-XX,

La Fiesta, Singapore 544830. Mr. Tien Geok Beng ("**Mr. Tien**") represented the Applicants throughout the proceedings as a litigant-in-person.

2. The Respondent is the Management Corporation Strata Title Plan No. 4463 (the "**MCST**") of La Fiesta. The Respondent is represented by Harry Elias Partnership LLP.

3. These proceedings ("**STB 109**") were initiated by way of Form 8 dated 1 October 2025 filed in by the Applicants ("**Form 8**").

4. In that regard, the Board notes that with effect from 1 October 2025 the Building Maintenance and Strata Management Act 2004 ("**BMSMA**") had been renamed to the Building (Strata Management) Act 2004 (the "**BSMA**" or "**Act**"). Notwithstanding that, both Parties had advanced their submissions and arguments by reference to the old BMSMA.

5. The Board is of the view that the renaming from BMSMA to BSMA does not substantively affect the outcome of this STB 109. Accordingly, the Board will make its decision with reference to the present BSMA.

BACKGROUND

6. La Fiesta is a residential condominium with 810 units. Its Temporary Occupation Permit (TOP) was obtained some time in 2016. The Respondent's Managing Council is currently in its 9th term beginning 26 April 2025. The Respondent's current MA is Ocean IFM Pte. Ltd. ("**Ocean IFM**").

7. Under the Applicants' Form 8, the Applicants raised questions on a list of issues as follows:

(a) use of sinking funds (instead of maintenance funds) for several regular maintenance expenses and low-value expenditures and Respondent's failure to respond in full when queried;

(b) in-house bylaw/resolution requiring 3 quotes via public tender for expenditure of $150,000 was not followed for the new iCondo condo access system, and that Respondent's position that such resolution being valid for more than just one term is false;

(c) no prior notice was given or approval sought from the subsidiary proprietors for the new iCondo system costing $228,900;

(d) Respondent's failure to provide full details of supposed frequent faults with the old Cistronic condo access control system, and what specific spare parts were unavailable or needed a long delivery time;

(e) how much was spent on removing the dead olive tree and replacing with the podocarpus tree and Respondent not being transparent on this issue;

(f) Respondent's failure to disclose (i) why $22,900/- was spent on tree pruning when landscape contract provides for 2 free pruning sessions; (ii) why tree pruning expenses came from sinking fund instead of maintenance fund; (iii) how a further $15,194 was spent on landscaping (when $15,000/- is spent each month on landscape maintenance);

(g) what is to be done about the chlorinated water leaking from waterfeature onto the greenwall at main entrance, Respondent being slow to act and thereby harming the greenwall plants;

(h) clearing of 13 rubbish bins should be completed by 5 pm and bin centre roller shutter down by 5 pm.

8. At its core, the Applicants were of the view that the Respondent had failed to provide sufficient information regarding those issues to the Applicants, and accordingly acted in a manner that is not open, transparent and honest.

9. In Form 8 under the "Outcome desired" section, the Applicants sought the following as prayers under this STB 109:

(i) An order compelling the Respondent's chairman and Ocean IFM to respond in full to their questions or issues raised and to any queries in future ("**Prayer 1**");

(ii) An order compelling the Respondent's chairman and Ocean IFM to admit they were wrong, less than honest and transparent, tardy and slow to act ("**Prayer 2**");

(iii) An order compelling the Respondent's chairman and Ocean IFM to issue a joint undertaking letter not to repeat the mistakes, which undertaking is to be attached to the minutes of the monthly Council meeting ("**Prayer 3**"); and

(iv) An order compelling the Respondent's chairman and Ocean IFM to apologise to all SPs at the next Annual General Meeting. ("**Prayer 4**")

collectively ("**Prayers**").

10. The Parties had undergone a mediation session which was ultimately unsuccessful. Following that, STB 109 proceeded to the current arbitration hearing.

ISSUE OF JURISDICTION TO GRANT ORDERS PURSUANT TO THE PRAYERS

11. At the outset, the Board finds it crucial and necessary to address the issue of whether the Board even has jurisdiction under the BSMA to give orders pursuant to the Prayers as pleaded by the Applicants.

12. It is important to note the Form 8 forms the basis for the Applicants' claims in STB 109, and as has been repeatedly emphasised during the proceedings including the arbitration hearing of STB 109, the Board's scope of considering whether any evidence or matter raised is relevant to the STB 109 proceedings is limited to the Applicants' claims and orders sought in their Form 8. This also means the Board has no jurisdiction to consider or order any prayers or reliefs that were only belatedly raised outside of the scope of Form 8.

13. With regard to Form 8, the Applicants' application specifically cited Sections 101 and 113 of the BSMA as the basis for its application under STB 109 to grant the orders pursuant to the Prayers.

14. Having reviewed the same, the Board's analysis on the issue of jurisdiction is as follows:

Prayers 2, 3 and 4

15. The Board will first examine Prayers 2, 3 and 4 collectively.

16. In respect of Prayer 2 and Prayer 4, the Board is satisfied that there are no provisions in the BSMA empowering the Board to grant an order compelling the Respondent to issue an admission or apology. Similarly, as regards Prayer 3, the Board is also not empowered by the BSMA to compel the Respondent to issue an undertaking not to repeat mistakes.

17. The Board considered the general provision of Section 101 to make an order "for the settlement of a dispute, or the rectification of a complaint" to determine whether this is wide enough to empower the Board to grant orders pursuant to Prayers 2, 3 and 4. In the context of Prayers 2, 3 and 4, the Applicants are seeking an order for the"settlement of a dispute, or the rectification of a complaint" by way of the Respondent issuing an apology and an admission to the commission of alleged errors and and further issuing an undertaking not to repeat mistakes.

18. In that regard, the Board agrees with the Respondent that Parliament had not intended for Section 101 to extend to an order for the Respondent's apologies, admission or undertaking "*as such orders do not meaningfully assist to settle a dispute, and instead seeks to denigrate a party and inflame tension, which does not auger well for continued community living between the parties.*"

19. The Applicants have not made any submissions to support a contrary position.

20. Accordingly, the Board is not satisfied that it has jurisdiction to grant Prayers 2, 3 and 4, even if the Board is satisfied that the alleged errors have been committed by the Respondent. In view of this, the Board does not find it necessary to go into the question of whether or not the Applicants' claims that the Respondent has committeed the alleged errors have been made out, and does not make any finding on the same.

Prayer 1

21. The Board will now turn to Prayer 1.

22. For clarity, Prayer 1 of Form 8 is phrased as follows:

The outcome I desire from the STB hearing is for the Chairman MCST4463 and MA OceanIFM director is to:

a. respond in full to my above questions/issues outlined ***and*** *any queries in future.*

(Emphasis in bold and underline)

23. The Board therefore finds it necessary to address Prayer 1 in three parts, namely:

(i) The Respondent's need to respond in full to the Applicants' questions/issues as outlined in the Form 8;

(ii) The Respondent's need to respond to any of the Applicants' queries ***in future***; and

(iii) The orders to be made against the Chairman of the Respondent and the director of Ocean IFM ***personally***,

which, for clarity and convenience, the Board will refer to as **Prayer 1 part (i), part (ii)** and **part (iii)** respectively.

24. (a) For Prayer 1 part (i), while Section 113 of BSMA allows the Board to order a management corporation to supply information or documents (which may to a certain degree be tantamount to ordering a management corporation to respond to the Applicants' questions, issues raised or queries), the natural and ordinary meaning of Section 113 of BSMA clearly shows that the Board is only so empowered if the management corporation "has ***wrongfully*** withheld" information or "has ***wrongfully*** failed to make available for inspection" record or document, that the applicant ***is entitled to***.

(b) The statutory provision under which a management corporation must furnish information to a subsidiary proprietor is Section 47 which sets out the procedures to be followed upon the management corporation receiving an application made in writing for the information or documents listed therein. It is not disputed that none of the Applicants made any application under Section 47 for any information or document.

25. As regards Prayer 1 part (ii), clearly, it does not make common sense to read Section 113 to mean it empowers the Board to compel the Respondent to supply information or documents *in future*,

as pleaded, particularly given the existing machinery under Section 47 of the BMSA which management corporations have to comply with when subsidiary proprietors request for information and documents. In view of this, it is the Board's view that there is accordingly no jurisdiction under Section 113 to grant the order being applied for under Prayer 1 part (ii) .

26. Further, in addressing Prayer 1 part (iii), if any order is to be made under Prayer 1, it can only be made against the Respondent who is the party to the proceedings, rather than the Chairman of the Respondent or a director of Ocean IFM.

27. Coming back to Prayer 1 part (i), as a preliminary point, the Board believes it has jurisdiction to consider this issue under Section 113 of BSMA. The underlying theme of the Applicants' complaints in this STB 109 is that the Respondent had not been open, transparent and honest with its supply of information. The questions then are whether the Applicants are entitled at law to the information that they have requested the Respondent to furnish (as listed in Form 8) and if so, whether the Respondent has wrongfully withheld the same.

28. The Board is therefore satisfied on the issue of jurisdiction strictly in relation to Prayer 1 part (i) only, and the rest of this Decision will proceed on that basis.

DOCUMENTS OR INFORMATION TO BE SUPPLIED FOR THE DISPUTED ISSUES

29. The Board notes that the Applicants have not in its submissions to the Board provided for the specific legal basis or legal principles for their entitlement to the information and documents that they have requested from the Respondent, other than their comments of the Respondent allegedly not being "*open, transparent, honest*", being "*tardy, fail to be prudent, act properly & expeditiously*" and also there being "*mismanagement of sinking funds which Mcst is attempting to hide the huge maintenance fund deficit*".

30. The Board is also mindful of the general legal principles laid down in the cases of *Lee Lay Ting Jane* v *MCST Plan No 3414* [2015] SGSTB 5 and *Fu Loong Lithographer Pte Ltd* and others v *Mok Wing Chong (Tan Keng Lin and others, third parties)* [2017] SGHC 97 that the Board should not interefere with the decisions of the Council unless they are "*clearly improper and/or*

unreasonable". Thus, if the Board finds that the Respondent's decisions on the issues listed by the Applicants have not been "clearly improper and/or unreasonable", and there is no reason for interfering with the same, it should also follow that there is no basis to find that the Applicants are entitled to require the Respondents to furnish further details on the decisions they have made. Accordingly, failure to furnish such further details would not be a wrongful withholding of such information.

31. In the first instance, it is the Board's finding that the Applicants have **not** shown that the decisions made by the Respondent on the issues that they have listed in Form 8 are "*clearly improper and unreasonable*". As such the Board does not see any reason for interfering with the Respondent's decisions on these issues.

32. In any event, the Board also notes that the Respondent has by Mr. David Nelson's emails dated 16 July 2025 and 6 August 2025 to Mr. Tien provided some responses to Mr. Tien to the queries raised. In addition, Mr. Tien was, on multiple occassions, invited to the Council meetings for a further discussion on these issues. Given the open-ended nature of some of the questions raised in Mr. Tien's emails and the precise details that he has requested the Respondent to furnish, the Board can understand the Respondent's preference to have a direct physical discussion with Mr. Tien on these issues. Mr. Tien would be at liberty to record the discussions in writing, which would in any event have been minuted as part of the Council meeting, if he was minded to have the information provided recorded in writing.

33. It is the Board's view that the Applicants' insistence for these information to be made available by other means and not by an in-person meeting is not sufficient to make the case that the Respondent has "wrongfully" withheld or failed to let the Applicants have access to these information.

34. The Board also finds that the main information have already been made available to the Applicants at the early stages of STB 109 in the Respondent's Response Submissions and also at the mediation session, coupled with the Respondent's proposals to further table the issues at a general meeting of the subsidiary proprietors where more information would have had to be

shared with the SPs. Be that as it may, and for the sake of completeness, the Board will also address the raised issues individually.

A. <u>An explanation on why sinking funds were used instead of maintenance fund for several regular maintenance expenses and low-value expenditures</u>

35. In the Form 8, the Applicants listed a few expenditures that the Applicants considered should have been categorised under and paid from the Respondent's sinking fund instead of maintenance fund.

36. The Applicants' position is that these items are considered ad-hoc maintenance expenditures, and the sinking fund is to cater for long-term future expenditures. Accordingly, they say, these expenses were wrongly categorised.

37. During cross-examination, the Applicants had accepted that only the folowing items remain in dispute:

(i) S$10,600 for Bin chute and incense burner;

(ii) S$1,365 for Fire protection system;

(iii) S$22,900 for Tree pruning.

38. The Board considers that the starting point in determining whether an item should be categorised under sinking fund or maintenance fund is not whether it is ad-hoc or long-term, as described by the Applicants. Instead, attention must be drawn to Section 38(3) and Section 38(6) of the BSMA, which provide as follows:

> ***<u>38 (3)</u>*** *A management corporation must not disburse any moneys from its management fund other than for the purpose of —*
>
> *(a) meeting its liabilities referred to in section 39(1);*
>
> *(b) carrying out its powers, authorities, duties or functions under this Act;*
>
> *(c) transferring moneys therein not required to meet the liabilities of the management fund to the sinking fund.*

38 (6) *A management corporation must not disburse any moneys from its sinking fund other than for the purpose of —*

(a) meeting its liabilities mentioned in section 39(2); or

(b) carrying out its powers, authorities, duties or functions under this Act.

39. The Board's decisions on these expenses are as follows:

(a) in relation to incense burner, no expenses were incurred for FY 2024. Accordingly, as the expenses were nil, there is no missclassification of expenses;

(b) in relation to fire protection system, these expenses of S$1,365 primarily relate to the replacement of supplies for the system, such as batteries, manual call points and dry powder fire extinguishers are covered under Section 39(2) of BSMA;

(c) in relation to tree pruning, the relevant documents and explanation were provided early in the proceedings in the Respondent's Response Submissions;

(d) The Board is satisfied that sufficient explanation had been given to the Applicants and the Respondent has not wrongfully withheld information under Section 113 of the BSMA.

B. An explanation on why in-house bylaw/resolution requiring 3 quotes via a public tender for expenditure of S$150,000 was not followed for the new iCondo condo access system

40. The Board has taken note that in the Applicants' own AEIC at paragraphs 4.2.1 and 4.2.2, the Applicants have admitted that clarification was provided to him during mediation:

"4.2.1. During the exchange of documents with the Respondent's solicitors, it became apparent that the resolution in question was an ordinary resolution and not a special resolution. ***As such, it did not constitute an in-house by-law****. On this basis, the requirement for 3 quotations would not automatically apply to subsequent council terms unless reaffirmed."*

4.2.2. Notwithstanding the above, this position was not clearly explained when I raised queries. ***Clarification was provided only during the mediation through legal correspondence****, for which legal costs of approximately $30,000 were incurred. The present hearing has resulted in additional legal costs being incurred."*

(Emphasis in bold)

41. In other words, by the Applicants' own acknowledgement, at the latest, the Applicants have been given this information as early as the mediation stage.

42. It is noted that the Applicants are not seeking to invalidate the Council's decision to implement the iCondo system and Mr. Tien himself admitted during the arbitration hearing that the iCondo system is a better system.

43. Accordingly, the Board also finds that the Respondent has not wrongfully withheld information to which the Applicants are entitled, in relation to this issue, to justify proceeding to an arbitration hearing on this.

C. <u>An explanation on why no prior notice was given and approval sought from the Subsidiary Proprietors for acquiring the new iCondo system costing S$228,900</u>

44. The Board was reminded during the arbitration hearing of the following:

(i) Council meeting minutes of 8th MC 2025 containing discussion on the acqusition of the iCondo system were circulated through the board app and the notice board;

(ii) Budget proposed for 9th AGM held in April 2025 – a budget of S$200k for a new access system;

(iii) First CM meeting minutes in May 2025 containing discussion on the acqusition of the iCondo system were circulated to the general body, through app and notice board.

45. In that regard, the Board is satisfied that the Respondent has not wrongfully withheld explanation on this issue from the Applicants as sufficient notice has been given to the Subsidiary Proprietors for acquiring the new iCondo system.

D. <u>Full details of supposed frequent faults with old Cistronic condo access control system at which blocks that warranted a full replacement with new iCondo system, and what specific spare parts were unavailable or needed a long delivery time</u>

46. This item of dispute will be addressed in two issues. One in relation to the frequent faults of the Cistronic system, and one in relation to unavailable spare parts.

47. In looking at the first issue, a substantial amount of time was spent during cross-examination on whether there were "frequent faults" with the old Cistronic condo access system, and whether it "warranted a full replacement with new iCondo system" by both Parties.

48. In that regard, the Board notes that the Applicants are not seeking to undo the implementation of the iCondo access system and the only issue here is whether the Respondent is wrongfully withholding information that the Applicants are entitled to. The Board further notes that the Respondent has provided the information that is relevant on this issue at the latest in the Respondent's Response Submissions. The Applicants' personal views that the faults were not frequent enough to warrant a full replacement of the Cistronic system is irrelevant to the issue at hand.

49. The Board accepts the evidence of the Respondent's witness Mr. David Nelson on this issue, which was corroborated by the delivery orders for replacement parts provided by the Respondent in evidence. This is generally consistent with the information that had already been provided in their Response Submissions. .

E. <u>Information on how much was spent on removing the dead olive tree and replacing it with the podocarpus tree</u>

50. In this item of dispute, the Board is satisfied that the Applicants have been given sufficient information at the latest in the Respondent's Response Submissions.

51. In regards to how much was actually spent, it had been made clear to the Applicants before mediation stage by the Respondent. No cost was incurred in the removal of the dead olive tree, and a cost of S$3,150 was paid for the replacement podocarpus tree. This was explicitly stated in the Applicants' own AEIC.

52. Another concern that the Applicants raised in the Form 8 was who did the Respondent engage that did the tree-removal for free. The Applicant has not satisfied the Board why he should be entitled to such detail. In any event, this answer is provided in the Respondent's witness David Nelson's AEIC to be Nature Landscapes Pte Ltd, and the delivery order was included therein. For the total sum of S$3,150, Nature Landscapes Pte Ltd did both the uprooting of dead olive tree and installation of the replacement tree.

53. Accordingly, the Board will not order any disclosure of further explanation, information or clarification for this issue.

F. <u>Disclosure of information in relation to expenses related to tree pruning</u>

54. In the Form 8, the Applicants claimed that there were three matters that the Respondent failed to disclose:

(i) The reason for spending S$22,900 on tree pruning when there are 2 free pruning sessions in the landscape contract;

(ii) The reason why the pruning expenses came from sinking fund instead of maintenance fund; and

(iii) How a further S$15,194 was spent on landscaping.

55. The Board is satisfied that sufficient documents have been made available to the Applicants at the latest in the Respondent's Response Submissions.

56. The issue of whether it should come out from sinking fund or maintenace fund has already been dealt with in the disputed issue A above.

G. <u>Clarification on what is to be done about the chlorinated water leaking from water feature onto the greenwall at main entrance</u>

57. In addressing this item of dispute, the Board notes that the Applicants' request under its Form 8 is only for the Respondent to provide an answer on what is to be done about the leaking chlorinated water. The Applicants' concern is that the leaking chlorinated water would make the greenwall plants less lush and eventually kill them.

58. In that regard, the Board is satisfied that the Respondent had already given its positions on what they intended to do as early as the Respondent's Response Submissions. At that point in time, the Respondent had approached three contractors to carry out a site survey and to obtain quotations for waterproofing and pointing works incurred in resolving the water leakage, and was in the process of deliberating waterproofing works.

59. The Board is of the view that this matter should also no longer have been disputed at the arbitration hearing. At that point in time of Respondent's Response Submissions, sufficient explanation was already given to the Applicants on what was to be done about the chlorinated water leakage (i.e. waterproofing works were being considered), even if the decision that ultimately no works were required had not been reached yet.

H. <u>An explanation on why the clearing of 13 rubbish bins could not be completed by 5pm, and bin centre roller shutter down by 5pm.</u>

60. Having reviewed the Parties' submissions, the Board is satisfied that before the matter was set for hearing, the Applicants had already been given sufficient explanation on this item of dispute. In fact, the Respondent had even changed its policies and also tweaked the timing of the bin closure to accommodate the Applicants' request.

61. Accordingly, the Board's decision on the above disputed issues A to H is that no order will be issued for any disclosure of further explanation, information or clarification under Section 113 BMSA as the Applicants have not made out their case that the Respondent has wrongfully withheld information to which the Applicants are entitled under the Act to justify the matter proceeding to an arbitration hearing.

BOARD'S DECISION

62. Having discussed the issue of jurisdiction above in respect of Prayers 2, 3 and 4 and addressed the items of dispute under Prayer 1 individually, the Board dismisses the Applicants' application in STB 109 in its entirety.

63. A majority of the Applicants' Prayers, with Prayer 1 part (i) as the sole exception, are for orders that the Board does not have the jurisdiction to grant in the first place.

64. Further, much of the information requested for under Prayer 1 part (i) were also made available at the latest in the Respondent's Response Submissions. In addition, the Respondent issued multiple invitations to the Applicants' representative Mr Tien Geok Beng to further discuss at Council meetings. Additonally, the Respondent proposed during the mediation stage to further

table the issues at a general meeting where more information would have been shared with the SPs. The Applicants should have engaged the Respondent during Council meetings if they were sincere in getting information from them on a constructive basis. Had the Applicants done so, STB 109 could have been avoided entirely.

65. In view of the Board's findings above, the Board determines that Costs are to be borne fully by the Applicants. However, the Board finds that costs of S$23,000, as sought by the Respondent, to be on the high side.

66. The Applicants are to pay the Respondent costs in the sum of **S$20,000 all in**.

Dated this 2nd day of April 2026

Madam Zahara Binte Bakar
Deputy President

Madam Monica Neo
Member

Ms June Fong
Member

Mr. Tien Geok Beng (litigant-in-person) for the Applicants.
Mr Kok Yee Keong and Ms Faith Quek (M/s Harry Elias Partnership LLP) for the Respondent