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**BUILDING (STRATA MANAGEMENT) ACT 2004  
BUILDING MAINTENANCE AND STRATA MANAGEMENT  
(STRATA TITLES BOARDS) REGULATIONS 2005**

STB No. 71 of 2025

In the matter of an application under **section 101(8)** of the Building (Strata Management) Act 2004 in respect of the development known as **Textile Centre** (MCST Plan No. 695)

**Between**

Yee Siew Wah

... Applicant(s)

**And**

Lu Deqing

... Respondent(s)

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**GROUND OF DECISION**

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**Between**

Yee Siew Wah

... Applicant(s)

**And**

Lu Deqing

... Respondent(s)

8 January 2026

**21 January 2026**

**Coram:**

Ms Kan Shuk Weng

Deputy President

Mdm Siti Habibah Siraj

Member

Mr Ting Thiam Siu

Member

## INTRODUCTION

1. This case involved two residential units located at 200 Jalan Sultan, Textile Centre, Singapore 199018 (the “Development”). The Development was completed in 1974.
2. The Applicant, Yee Siew Wah, was the sole subsidiary proprietor (the “Applicant”) of unit #XX-XX while the Respondent, Lu Deqing, was the subsidiary proprietor of unit #XX-XX (the “Respondent”). The Respondent’s unit was situated immediately above the Applicant’s unit.

## BACKGROUND

3. In July 2025, the Applicant filed an application before the Strata Titles Boards (the “STB”) seeking the following orders:
  - (i) The Respondent at her own cost, engage a BCA licensed waterproofing contractor to carry out all necessary repairs to rectify the inter-floor seepage from the Respondent’s unit, #XX-XX, into the Applicant’s unit, #XX-XX.
  - (ii) Upon completion of the necessary repairs, the Respondent shall at her own cost, arrange for a 24-hours water ponding test to be carried out by a BCA licensed waterproofing contractor to ensure that the inter-floor water seepage is properly rectified.
  - (iii) Payments by the Respondent to be made to the Applicant for all expenses incurred by the Applicant to arrange for alternative accommodation due to the seriousness of the inter-floor water seepage.
  - (iv) At the Respondent’s cost, payment for the replacing of all damages caused to the Applicant’s property and fixtures arising from the inter-floor water seepage, including but not limited to the ceiling, walls, paint and partitions.
  - (v) Payment for the replacement of items of all of the Applicant’s property damaged and/or soiled arising from the inter-floor seepage.
  - (vi) Damages for ‘inconvenience, anxiety and/or loss of enjoyment’.
  - (vii) Payment of the Applicant’s legal costs and disbursements plus STB fees.
4. On 23 September 2025, the Applicant and the Respondent (the “Parties”) signed an agreement (the “Agreement”) pursuant to a mediation session. However, the dispute was unresolved despite the Agreement. This was because pursuant to the Agreement, the Applicant engaged an expert to do the necessary investigations and inspection, and the Respondent refused to give access to the expert.

5. In September 2025, directions were given to the Parties to file Affidavits of Evidence-in-Chief (“AEIC”) for the witnesses they wish to call for the hearing. The Respondent did not file any AEIC prior to the hearing.

## THE HEARING

6. At the hearing, the Applicant was the only witness who gave evidence. In relation to the water seepage, it was her evidence that her unit started experiencing water leakage from the Respondent’s unit since July 2024<sup>1</sup>. By December 2024, the situation was so dire that she was unable to stay in her room<sup>2</sup>. It was also the evidence of the Applicant that when she tried to get her contractor to access the Respondent’s unit, the Respondent refused to give access to her contractor<sup>3</sup> or “a licensed expert”<sup>4</sup>.
7. The Applicant also included an Investigation Report (the “Report”) prepared by Tan Zhi Sheng Shaun (the “Expert”), who was a Chartered Building Surveyor, of Pre-Empty Building Surveyors Pte Ltd in her AEIC. The Expert was engaged by the Applicant to, *inter alia*, ascertain the source of the water leakage into her unit. While the Expert found that there was no active water leakage, “anomalies were recorded in the infrared thermal imaging”<sup>5</sup>, that is to say, moisture was detected in several locations within the Applicant’s unit<sup>6</sup>.
8. In the course of the hearing while the Applicant was on the stand, Counsel for the Applicant sought to admit a document capturing the exchange of messages (with English translation) between the Applicant and the Respondent purporting to show that the Respondent had refused to allow access to the Applicant’s “professional personnel to do a leak engineering inspection”. The messages also showed that the Respondent acknowledged that the water seepage originated from her unit. The Respondent did not object to the messages being admitted after the document was shown and interpreted to her. The document was therefore admitted and marked “A4”.
9. When questioned by the Board during the hearing, the Applicant clarified that since July 2025, there was no active water leakage in her unit.
10. Pursuant to the alleged water leakage from the Respondent’s unit to her unit, the Applicant made the following claims for damages against the Respondent:

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<sup>1</sup> [8], the Applicant’s AEIC (AS1).

<sup>2</sup> [14], AS1.

<sup>3</sup> [13], AS1.

<sup>4</sup> [22], AS1.

<sup>5</sup> [38], the Report.

<sup>6</sup> Pg 10, Appendix C of the Report.

S/N	Item	(S\$) Sum
1.	Temporary Accommodation	S\$13,519.40
2.	Replacement Chair	S\$999
3.	Replacement Light	S\$400
4.	Replacement King Bedframe and Mattress – less \$3,000 that was paid to the Applicant in July 2024	S\$2,000
5.	Replacement Ottoman	S\$99
6.	Temporary Sofa Bed	S\$622.50
7.	Labour costs to move items and floor cleaning	S\$800
8.	Expert fees	S\$4,200
9.	Damages for inconvenience, anxiety and loss of enjoyment	S\$8,000
	<b>Total</b>	<b>S\$30,639.90</b>

11. The Respondent was not represented at the hearing, and was ably assisted by one Ho Wai Man (“Ho”). Ho was the Respondent’s Chinese interpreter. The Respondent did not file any AEIC. However, she applied to submit a letter dated 30 September 2024, purportedly written by the MCST of the Development to the Applicant. After hearing the Parties, the Board allowed the letter to be admitted and marked “R1”.
12. As the Respondent was in person, the Board asked if she would like to make an application to give evidence at the hearing even though she did not file any AEIC. The Respondent declined.

## THE BOARD’S DECISION

### A. The source of water seepage in the Applicant’s unit

#### *The presumption*

13. Section 101(8) of the Building (Strata Management) Act 2004 (the “BSMA”) states:

(8) In any proceedings under this section with respect to any alleged defect in a lot or in any common property or limited common property situated immediately (whether wholly or partly) above another lot or any common property or limited common property, it is presumed, in the absence of proof to the contrary, that the defect is within that lot or common property or limited common property (as the case may be) above if there is any evidence of dampness, moisture or water penetration —

- (a) on the ceiling that forms part of the interior of the lot, common property or limited common property (as the case may be) immediately below; or

(b) on any finishing material (including plaster, panel or gypsum board) attached, glued, laid or applied to the ceiling that forms part of the interior of the lot, common property or limited common property (as the case may be) immediately below.

14. In the present case, it was not disputed that the Respondent's unit was immediately above the Applicant's unit. It was also clear from the Applicant's evidence that there was water penetration in the Applicant's unit and her assertions were supported by photographs at pages 34 to 55 of AS1. This being the case, the presumption in the BMSA applied to the present case.

***Had the Respondent rebutted the presumption on a balance of probabilities?***

15. At the hearing, quite apart from the Respondent's text messages in A4 admitting that the leaks were from her unit<sup>7</sup>, the Board tried to ascertain from the Respondent whether she was disputing that the water leakage in the Applicant's unit was from her unit. The Respondent did not deny that. On various occasions, her replies to the Board included:

"I am not denying there was water leakage."

"I am not denying that my unit was leaking."

"I do not dispute there was water leakage."

16. Apart from the fact that the Respondent did not deny that the water leakage was from her unit, she did not engage any expert to rebut the presumption, on a balance of probabilities, that the defect/(s) causing the water leakage was/were from her (the Respondent's) unit. In any event, on 21 January 2026, the Respondent's counsel, Ms Sharon Yeow, informed the Board that the Respondent admitted that the water leakage in the Applicant's unit originated from her (the Respondent) unit.
17. Consequently, the Board found that the Respondent had not rebutted the presumption.

***The Investigations Report by Pre-Empty Building Surveyors Pte Ltd***

18. Sometime in December 2025, the Expert conducted investigations and inspection of the Applicant's unit to, *inter alia*, trace the source of the water leakage in the Applicant's unit, make recommendations to rectify the defects causing the leaks and make recommendations for the repair works necessary to remedy the damage caused by the leaks.
19. The Report prepared by the Expert put it beyond doubt that the water/moisture ingress in the ceiling of the Applicant's unit had originated from the Respondent's unit. Although the Respondent did not challenge the Report, the Board noted that the Expert was not called to testify at the hearing. Be that as it may, the Board was of the view that even without the Report, based on the evidence at the hearing and the presumption, there was sufficient evidence that the water/moisture in the Applicant's unit was caused by defects

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<sup>7</sup> Pgs 4 & 7.

in the Respondent's unit, and the Respondent had not rebutted the presumption on a balance of probabilities. The Board further noted that counsel for the Respondent also confirmed that the water leakage/seepage originated from the Respondent's unit.

## **B. The damages and reliefs sought**

### ***Temporary Accommodation***

20. The Applicant claimed that she spent a total of \$13,519.40 on temporary accommodation as she had to move out of her unit for 6 months. From the receipts which were attached to AS1<sup>8</sup>, the Applicant stayed at the Sultan Heritage Hotel for a total of 95 days between January and June 2025.
21. The Applicant asserted that she was unable to stay in her own room in her unit between January and June 2025 due to the "severity of the seepage"<sup>9</sup>. She therefore informed the Respondent that she would be moving into a hotel and proceeded to book stays at the Sultan Heritage Hotel. While the Board did not expect the Applicant to continue staying in her room if it was uninhabitable, the Board noted that no reason was given by the Applicant as to why she could not stay in other parts of her unit, or why she had to stay at the Sultan Heritage Hotel (apart from the fact that it was opposite the Development)<sup>10</sup> instead of a more cost-effective option.
22. Even if the Board accepted that there was no other room within the Applicant's unit to accommodate her, the Applicant should have taken reasonable steps to mitigate against her losses and explore more economically sustainable options, for example, renting a room in an apartment or a flat.
23. Consequently, the Board was of the view that it would be fair for both the Applicant and the Respondent to share 50% each the costs of the Applicant's temporary accommodation.

### ***Replacement King Bedframe and Temporary Sofa Bed***

24. The Applicant claimed another \$2,000 from the Respondent for the replacement of her king-sized bedframe. It was the evidence of the Applicant that the initial payment of \$3,000 by the Respondent on 26 July 2024 was only a partial settlement for the sum of \$5,000 that she had asked the Respondent for.
25. No evidence was adduced by the Applicant in regard to the age of her bedframe at the time it was purportedly damaged by the water leakage, the material of the bedframe and the severity of the damage. At page 53 of AS1, a part of a metal bedframe could be seen, and if that was the bedframe that the Applicant was claiming the balance \$2,000 for, the Board disallowed it as there was no evidence to suggest that the bedframe was so severely

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<sup>8</sup> Pgs 15-26, AS1.

<sup>9</sup> [25], AS1.

<sup>10</sup> [26], AS1.

damaged that it had to be replaced *in toto*. In any event, even if the bedframe was completely destroyed by the water leakage (for which the Board found that the Applicant had not proved on a balance of probabilities), there was no reason why the Applicant should be claiming the cost for a brand-new bedframe especially if the Applicant's existing bedframe was not brand new to begin with.

26. In relation to the temporary sofa bed, the Applicant did not explain why she had to purchase a temporary sofa bed to sleep in as opposed to replacing her mattress with the \$3,000 compensation that the Respondent had given her. Putting a PVC sheet over the new mattress would have achieved the same purpose as the temporary sofa bed.
27. In the event, the Board disallowed the claim for the balance \$2,000 and the cost of the temporary sofa bed.

#### ***Replacement Chair and Ottoman***

28. The Applicant also made a claim against the Respondent for an Osim U-throne Chair which she claimed was damaged by the water leakage.
29. While it was through no fault of the Applicant that water had leaked into her unit, a reasonable owner would have tried to move the chair out of the way or cover it with a plastic cover to minimise damage. No explanation was given by the Applicant as to why no preventive measures were taken to protect the chair. In addition, there was no evidence whether the chair was still under warranty or whether the Applicant had attempted to get it repaired and/or restored. As with the bedframe, there was no evidence in relation to the age of the chair – the Applicant could not possibly be expected to be compensated based on the cost of a new Osim U-throne chair.
30. Since the Applicant did not adduce any evidence why the damage to the chair could not have been avoided and whether the chair could have been repaired, the Board was of the opinion that a sum of \$300 would be fair for the Applicant in the circumstances.
31. As for the ottoman, the Board found it inexplicable that the Applicant had chosen to buy an ottoman which was not water repellent in November 2024, when the water seepage was already so severe that it had prompted the Applicant to inform the Respondent in December 2024 that she was moving to a hotel. Even if it had been absolutely necessary for the Applicant to buy the ottoman in November 2024, the Applicant could have taken steps to protect it with a plastic sheet or place it at a location in her unit which was not plagued by water leakage.
32. In any event, there was no photo of the damaged ottoman. The Board was therefore not convinced that the Applicant should be compensated for the cost of the ottoman.



***Replacement Light and Expert Fees***

33. The Applicant incurred \$4,200 for engaging the Expert and getting the Report done in preparation for the hearing. The present case was a relatively straightforward case of inter-floor leakage and could have been resolved had the Respondent abided by the Agreement and given access to the Expert to do the necessary investigations/tests. The Respondent had not acted reasonably in this regard by her refusal to allow access<sup>11</sup>. As the Report was in the Applicant's favour, the Applicant was justified to claim the cost of the Expert fees and the Board so awarded.
34. In relation to the replacement light, we accepted the Applicant's evidence that the light fell and broke as a result of the inter-floor water leakage originating from the Respondent's unit. However, after factoring in wear and tear, we were of the view that a sum of \$200 was fair and equitable to arrange for an electrician to replace the light.

***Labour Costs to Move Items and Floor Cleaning***

35. With respect to the cleaning of the flooring in the Applicant's unit, the Applicant submitted that the flooring was "getting damaged" as a result of her using newspapers to absorb moisture. From the photographs enclosed in AS1, the Applicant's flooring in her unit appeared to be tiles. It was not apparent from the photographs that the floor tiles had been damaged. In addition, even if the floor tiles were damaged, the Applicant did not explain how a professional cleaner could restore the damaged tiles. However, the Board agreed that a sum of \$200 would be fair for a one-time cleaning of the Applicant's unit after the repair works were done.
36. As for the sum of \$300 "for moving and disposing the damaged items"<sup>12</sup>, the Applicant claimed that she would have to pay for disposal services as she would be unable to dispose the items herself<sup>13</sup>. It was not clear from the Applicant's evidence and submission what these damaged items were. Paragraph 37 of AS1 made reference to "mattresses" and "chairs". However, it was clear from paragraph 34 of AS1 that the old mattress had already been disposed of. If the Applicant had indeed paid for the disposal of that mattress, she should have furnished proof that she paid for the disposal and the cost incurred.
37. As for the chairs, it was not clear what chairs these were and if they were indeed so bulky and damaged that professional services were required for their disposal.

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<sup>11</sup> [25], the Report.

<sup>12</sup> [55], Applicant's Closing Submissions.

<sup>13</sup> [37], AS1.

***Loss of Enjoyment and Damages for Inconvenience and Anxiety***

38. There was nothing in the Applicant's evidence that directly addressed the issue of loss of enjoyment and her claim for inconvenience and anxiety. From the Applicant's closing submissions, the period involved appeared to be from August 2024 to present<sup>14</sup>.
39. Apart from the Applicant's bare assertions in paragraph 24 of AS1 that she was "suffering from medical conditions" which had been "aggravated" by the inter-floor water seepage and that the water seepage had "greatly affected [her] mentally", there was no evidence to support these assertions. The Applicant did not attach any medical report to support her testimony. Consequently, the Board found the bare assertions by the Applicant were insufficient to prove her claim for anxiety on a balance of probabilities.
40. From January to June 2025, the Applicant stayed for a total period of 95 days at the Sultan Heritage Hotel and the balance periods were spent travelling<sup>15</sup>. While the Applicant claimed that she travelled "to avoid the constant leaks at home", there was no evidence before the Board that she did not enjoy her holidays and that she did not enjoy her stay at the Sultan Heritage Hotel. The Applicant made a conscious decision to travel and it did not lie in her mouth to then claim that there was loss of enjoyment of her unit. Consequently, the Board was of the view that there was insufficient evidence to prove loss of enjoyment for the period from January to June 2025.
41. The Applicant's evidence during the hearing was that there was no active leak in her unit from July 2025 to date. As there was no evidence from the Applicant to explain how she was inconvenienced, whether anxiety was caused, and in what ways there was loss of enjoyment of her unit, the Board found that the Applicant failed to prove, on a balance of probabilities, loss of enjoyment and her claims for inconvenience and anxiety. In any event, the inspection done by the Expert in November/December 2025 did not find an excessively high level of moisture.
42. Likewise, with respect to the periods from August to December 2024, there was nothing in the Applicant's evidence to explain how the water leakage had caused her inconvenience and anxiety, and caused her to suffer loss of enjoyment. If the Applicant claimed she had suffered inconveniences and anxiety, and loss of enjoyment, it was for her to show clear evidence of the same and not expect the Board to make inferences.

**THE BOARD'S ORDERS**

43. Having decided on the source of water leakage, and the damages and reliefs sought, the Board made the following orders:
- (i) Since there was no active leak in the Applicant's unit according to the Applicant's evidence and the Report, the Respondent shall, at her own cost, arrange for a

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<sup>14</sup> [50] & [52], Applicant's Closing Submissions.

<sup>15</sup> [27], AS1.

water ponding test to be carried out (on or before 6 February 2026) by a BCA licensed waterproofing contractor to ensure that the inter-floor water leakage/seepage is properly rectified.

- (ii) If no water leakage/seepage is found upon the conclusion of the water ponding test in [43(i)], the Respondent shall, at her own cost, carry out repair works to the Applicant's unit as set down in [43(iv)] by 20 March 2026.
  - (iii) If there is water leakage/seepage found upon the conclusion of the water ponding test in [43(i)], the Respondent shall, at her own cost,
    - a. engage a BCA licensed waterproofing contractor to carry out all necessary repairs to rectify the inter-floor leakage/seepage from the Respondent's unit, #XX-XX, into the Applicant's unit, #XX-XX, and
    - b. upon completion of the necessary repairs, the Respondent shall, arrange for a ponding test to be carried out (on or before 10 March 2026) by a BCA licensed waterproofing contractor to ensure that the inter-floor water leakage/seepage is properly rectified.
  - (iv) Upon the proper rectification of the inter-floor leakage/seepage issue, the Respondent shall, at her own cost, carry out repair works in the Applicant's unit as recommended in paragraph 46(b) to (e) of the Report by 20 March 2026.
44. The Board further orders the following damages to be paid by the Respondent to the Applicant by 28 January 2026:

S/N	Item	(S\$) Sum
1.	Temporary Accommodation	S\$6,759.70
2.	Replacement Chair	S\$300
3.	Replacement Light	S\$200
4.	Replacement King Bedframe and Mattress – less \$3,000 that was paid to the Applicant in July 2024	-
5.	Replacement Ottoman	-
6.	Temporary Sofa Bed	-
7.	Labour costs to move items and floor cleaning	S\$200
8.	Expert fees	S\$4,200
9.	Damages for inconvenience, anxiety and loss of enjoyment	-
10.	Legal costs and disbursements	S\$5,000 + \$800
	<b>Total</b>	<b>S\$17,459.70</b>

Dated this 21<sup>st</sup> day of January 2026

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Ms Kan Shuk Weng  
Deputy President

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Mdm Siti Habibah Siraj  
Member

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Mr Ting Thiam Siu  
Member

*Daryl Tay (Derrick Soh Law Corporation) for the Applicant.*

*Sharon Yeow (SY Legal) for the Respondent.*