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

STB No. 74 of 2025

In the matter of an application under section(s)  
**101** of the Building (Strata Management) Act in  
respect of the development known as  
**HIGHPOINT (MCST Plan No. 0367)**

Between

**Calista Marella Peter**

... Applicant(s)

And

**Cheng Sun Cheok Alvin**

... Respondent(s)

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**GROUND OF DECISION**

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**18 March 2026**

**Coram:**

Mr Oommen Mathew

Deputy President

Mr Zahidi Abdul Rahman

Member

Mr Chan Chee Kong

Member

## **INTRODUCTION**

1. This is an application by the Applicant who is the occupier of 30 Mount Elizabeth, #XX-XX Singapore 228519 (“the Unit”). She had applied for Orders against the owner of 30 Mount Elizabeth #XX-XX, Singapore 228519 (“the Respondent’s Unit”). The Respondent himself is the trustee and executor for the Estate of Chong Lee Kien (the Respondent’s late mother).

## **CHRONOLOGY OF HEARING**

2. This application was filed on 24 July 2025 and the Applicant initially had sought orders against the Respondent for the following reliefs:
  - (i) *The Respondent shall engage, at his own cost, a Building and Construction Authority (BCA) registered building contractor to carry out repairs to resolve the water leakage into and water damage caused to the Applicant’s unit, to the satisfaction of a building surveyor / water seepage specialist engaged by the Applicant. Such corrective works shall be completed within ten (10) weeks of the date of the Board’s order.*
  - (ii) *The Respondent shall pay damages to be assessed.*
  - (iii) *The Respondent shall bear the Applicant’s costs and disbursements of and incidental to this application including legal fees, STB fees and surveyor’s fees.*
3. On 27 August 2025, the Applicant filed an Interlocutory Application (“IA”) against the registered proprietor of 30 Mount Elizabeth #XX-XX Singapore 228519 (Unit #XX-XX) to add Unit #XX-XX as the 2<sup>nd</sup> Respondent. As is self-evident, Unit #XX-XX is the unit directly above the Applicant’s unit.
4. On 25 September 2025, the IA was heard and the Applicant was granted leave to withdraw the IA and to file the necessary interlocutory application against Unit ##XX-XX to add as a 2<sup>nd</sup> Respondent and/or make the necessary amendments to the Form 8. Costs was also ordered to be paid by the Applicant to Unit ##XX-XX and the Respondent.
5. Suffice to say, after filing the second IA, the Applicant duly withdrew this second IA on 24 October 2025 and was ordered to pay costs to Unit ##XX-XX. The matter hence proceeded on the basis of the original application as filed only against the Respondent.
6. On 4 December 2025, parties attended the first mediation and after an unsuccessful attempt at trying to resolve the matter, directions were given for hearing on 22 January 2026. The hearing proceeded on 22 January 2026 with the Applicant and her contractor, Khan Rajib, giving evidence for the Applicant. The Respondent gave evidence along with his expert, Alexander Howard Ardithi. At the conclusion of the evidentiary hearing, directions were given to file written submissions. The Board specifically also asked

parties to address the issue of whether the Board has the power to make any order for damages (as prayed for in prayer 2 of the Applicant’s Form 8) with reference to sections 101(1) and 101(3) of the Building (Strata) Management Act 2004 (“the Act”). This was in addition to the Agreed List of Issues filed on 8 January 2026.

7. The Board is of the view that this basic threshold question of whether the Board has the power to make an order for damages needs to be resolved first in this case before determining the level of damages payable, if any, to the Applicant.

## **DECISION**

### **PRAYERS FOR RELIEF IN FORM 8**

8. In the Form 8, as stated above, the Applicant had specifically asked for the following prayers :-

- (i) *The Respondent shall engage, at his own cost, a Building and Construction Authority (BCA) registered building contractor to carry out repairs to resolve the water leakage into and water damage caused to the Applicant’s unit, to the satisfaction of a building surveyor / water seepage specialist engaged by the Applicant. Such corrective works shall be completed within ten (10) weeks of the date of the Board’s order.*
- (ii) *The Respondent shall pay damages to be assessed.*
- (iii) *The Respondent shall bear the Applicant’s costs and disbursements of and incidental to this application including legal fees, STB fees and surveyor’s fees.*

9. The basis of the Applicant’s application therefore was to ask that the Board make an order to rectify the defect in the Applicant’s unit.

10. That would be consistent with the provisions in section 101(1) of the Act which states as follows :-

*“101(1) – Subject to Subsections (4), (6) and (7), a Board, may pursuant to an application by a management corporation or subsidiary management corporation, a subsidiary proprietor, mortgagee in possession, lessee or occupier of a lot in a subdivided building, make an order for the settlement of a dispute, or **the rectification of a complaint** (emphasis ours), with respect to –*

- (a) *any defect in a lot, a subdivided building or its common property or limited common property....”*

11. Further, section 101(3) of the Act states :-

*“Any order made under subsection (1), except an order 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 (emphasis ours) 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....”*

12. In the Board’s view, the Applicant’s main prayer was for **an order for the rectification of a complaint with respect to the defect in a lot**, consistent with section 101(1) of the Act. That order sought was prayer (1) of the Orders sought in Form 8 namely:-

*“(i) The Respondent shall engage, at his own cost, a Building and Construction Authority (BCA) registered building contractor to carry out repairs to resolve the water leakage into and water damage caused to the Applicant’s unit, to the satisfaction of a building surveyor / water seepage specialist engaged by the Applicant. Such corrective works shall be completed within ten (10) weeks of the date of the Board’s order.”*

13. Indeed the Applicant herself contends that the Applicant’s prayer 2 in Form 8, (i.e. the prayer asking that the Respondent pay damages to be assessed). *“.....is in relation to an order under S. 101(1)(a), with respect to **any defect in a lot**.....”*<sup>1</sup>

14. However, the Applicant’s application for an order for rectification, pursuant to section 101(1)(a) must necessarily be on the premise that there was an outstanding issue of rectification at the time of filing of the complaint i.e. 24 July 2025.

15. As the Applicant has submitted, it is not in dispute that the defect in the Respondent’s Unit which led to the water leakage on 28 January 2024 had been resolved.<sup>2</sup> In fact, the Board had queried the Applicant’s counsel as to when the leakage had stopped and it was confirmed by the Applicant that there was definitely no leakage after **15 February 2024**.<sup>3</sup>

16. It is evident therefore that when the application was filed on 24 July 2025, the leakage had stopped and the only live issue appeared to be the question of damages suffered by the Applicant.

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<sup>1</sup> Applicant’s Written Submissions dated 11 February 2026 (“Applicant’s Submissions”) [21]

<sup>2</sup> Applicant’s Submissions [9f].

<sup>3</sup> Transcripts page 217, lines 1-7.

17. In the Board’s view when the application was filed on 24 July 2025 there was no legitimate ground of complaint for rectification as the leakage had stopped and the **only issue** was for the payment of damages to be assessed (i.e. prayer (2) of Form 8).
18. While there is no doubt that the Board has the power to award damages in appropriate cases and subject to the limitations set out in section 101(3) of the Act, the lingering question is whether absent any order to be made pursuant to section 101(1), the Board may make an order for payment of damages. The Board is of the opinion that the provision for damages to be awarded is an **incidental** power under section 101 of the Act. The language employed in section 101(3) is permissive i.e. if orders are made pursuant to section 101(1), an order for damages **may** be made. The language of the provisions do not contemplate that an affected party can claim for only damages suffered if the defect has already been rectified by the time the application is filed.
19. The Board is mindful that the Board’s powers are circumscribed by the provisions in the Act and that the Board has no other inherent powers or jurisdiction. Does this leave the affected party without any remedy for damages if the defect is already rectified? In the Board’s view, such a party still has recourse but that may not lie with this Board.
20. In passing, the Board also notes that there was a clear lapse of almost 18 months before this application was filed with the STB and there was no explanation as well as to why there was this inordinate delay although the Board’s decision eventually does not turn on this.
21. In the circumstances, as the Board finds that it has no power to award damages in these circumstances, the Board dismisses this application with costs to be paid to the Respondent. The Board will hear parties on costs.

Dated this 18<sup>th</sup> day of March 2026

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Mr Oommen Mathew  
Deputy President

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Mr Zahidi Abdul Rahman  
Member

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Mr Chan Chee Kong  
Member

*Gabriel Peter/Halimatul Syafheqah (Gabriel Law Corporation) for the Applicant.*

*Wong Kai Zhou (Aequitas Law LLP) for the Respondent.*

*Bill Puah Ee Jie (Young Amicus Curiae).*