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

STB No. 91 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 **Changi  
Court** (MCST Plan No. **2276**)

Between

**Choo Shiun Chuan**

... Applicant(s)

And

**Chow Jia Yao  
Desiree Natalie Wee Xin Yun**

... Respondent(s)

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**GROUND OF DECISION**

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24 February 2026

**1 April 2026**

**Coram:**

Mr Raymond Lye

Deputy President

Mr Chan Kok Way

Member

Mr Ting Thiam Siu

Member

## **BACKGROUND**

1. The Applicant in his Form 8 claims against the Respondents for water leakage from the Respondents' unit at #XX-XX to the Applicant's unit directly below at #XX-XX, in particular at the Applicant's common toilet. He seeks orders for rectification of the leakage, replacement of affected ceiling board and light and cleaning up affected areas under s 101(1)(a) BSMA. The Respondents in their Form 18A put up various defences, including preliminary objections. The attempts at mediation were unsuccessful, and the Board held a full day hearing on 24 February 2026. They are collectively called the "Parties".

## **ISSUES**

### **Respondents' preliminary objections**

2. The Respondents' preliminary objections as to service of process and one day delay in the filing of AEIC are technical objections. The service provisions in the BSMA serve primarily to allow the Respondents to have proper notice of the Applicant's claims against them so that they are not prejudiced for this reason. S 129A illustrates the guiding principle for the STB, that want of form should not invalidate what would otherwise be valid. Although not directly applicable on these facts as to form, it behoves the Tribunal to focus on the substance or real issues. There is no dispute that the Respondents received the Applicant's Form 8 at the 1<sup>st</sup> Respondent's email address, and the Respondents were able to respond in good time and in a substantive manner in their Form 18A. Further, a one-day delay in filing of the AEIC can hardly be said to be prejudicial to the Respondents. The Respondents' preliminary objections are dismissed.

### **Whether the presumption in s 101(8) is triggered.**

3. On the balance of probabilities, the Board finds that there is sufficient evidence of dampness on the ceiling board of the Applicant's common toilet, and the Applicant's unit is situated immediately below the Respondents' unit. Aside from the Applicant's own evidence, the Board notes that the Respondents have conceded the same, where paragraph 20c of their AEIC in relation to the Respondents' contractor's inspection of the Applicant's unit, states that the "*only source of moisture in the false ceiling was from a minor leakage at the exposed sewer pipe. The moisture was allowed to spread along the pipe and drip down on the false ceiling board due to prolonged neglect to address this minor issue.*" Since the presumption has been triggered, the onus falls on the Respondents to present proof to the contrary.

### **Tests and investigations by the Expert**

4. Mediation having failed, and with parties unable to agree on the appointment of a joint-expert, the Board on 17 December 2026 directed, inter alia, that parties are to allow each other's building surveyor or professional engineer (Expert), by prior appointment of at

least 48 hours' notice, prompt and expeditious access to their respective units to conduct investigations/tests to identify and ascertain the cause(s) and source(s) of water leakage into the Applicant's unit, if any, by conducting investigations and appropriate tests at the Expert's discretion (emphasis the Board's).

5. The Respondents did not engage an Expert of their own. It then transpired that the Respondents imposed their own conditions for the investigation and tests by the Applicant's Expert in their unit by limiting the inspection time-frame to 3 hours, disallowing water-ponding tests in the adjacent yard area and allowing only visual inspection, further limiting the water-ponding test in the common toilet to only the access timing of 3 hours instead of 24 hours required by the Expert, and only in the shower area of the said toilet, with the requirement that the other areas of the toilet be kept dry. The Applicant could not agree to the Respondents' conditions and the inspection at the Respondents' unit did not take place.
6. The Board is of the view that the Respondents' attempts to constrain and stipulate what, where, when and how the Expert may carry out their investigation in the Respondents' unit is unreasonable and unacceptable. It is also clearly in breach of the Board's express direction that such tests and investigations are "*at the Expert's discretion*". Such discretion is necessary for the Expert as water may or may not travel downwards vertically through the intervening surfaces/substrate in the event there is a leak, and may also take some time to do so, with the accepted standard for water-ponding tests being 24 hours. The Board is of the view that the Expert's requests in this case are reasonable and within accepted industry standards. Parties who set out to constrain and limit what an Expert may or may not do without good reason may be seen to be obstructing fact-finding and fearful of an outcome against them. The Board wishes to emphasize that such conduct is unacceptable and should not be condoned.

Have Respondents rebutted the presumption?

7. Without any expert evidence of their own, and the s.101(8) presumption applying, the Respondents proffered evidence by way of their contractor's attendance at the Applicant's unit on 16 January 2026. As mentioned above, the Respondents' contractor actually confirmed there was in fact a leak in the exposed sewage pipe, which was ostensibly dealt with by way of a "permanent fix". See paragraph 20 and 21 of the 1<sup>st</sup> Respondent's AEIC. At the arbitration hearing, the 1<sup>st</sup> Respondent in response to the Board's questions stated that the "fix" was by way of the contractor removing the "screw cap" of the pipe, applying white tape at the grooves and then screwing back the said cap. See photographs at pages 36 to 39 and the contractor's invoice at page 40 of the 1<sup>st</sup> Respondent's AEIC. This was in fact proof provided by the Respondents themselves of the leak from their unit into the Applicant's unit, and their purported efforts to fix it at their cost of \$150.00. As a result, the Board finds that the Respondents have not provided satisfactory evidence that the leakage did not, in fact, originate from their unit and are therefore liable for the water leakage into the Applicant's unit.

Who is responsible for pipes serving the upper unit exclusively, but part of which protrudes into the lower unit's space?

8. The Respondents further purported defence was that the said leaking “sewage pipe” is part of the Applicant’s lot as it is found above the Applicant’s false ceiling space and below the Respondents’ unit, citing s.2 and 30 BSMA. From the Respondents’ viewpoint, it is therefore not the Respondents’ pipe, but the Applicant’s pipe, and the Respondents are not responsible for any leakages arising from it. The Respondents’ position is misconceived. The pipe in question wholly serves the Respondents unit, and it is in the nature of pipe design such as these, that they extend downwards from the upper unit toilet into the ceiling space of the unit below. This does not “convert” the Respondents’ pipe into the Applicant’s pipe. See *STB 90/2014 Pandan Valley*<sup>1</sup> on very similar facts. The Board is also guided by the case of *Tsui Sai Cheong v MCST 1186 (Loyang Valley) [1995] 3 SLR(R) 713*. This case related to a pipe exclusively serving the unit above, with part of it embedded in common property. The High Court found that the part of the pipe so embedded did not turn it into common property. Similarly, the pipe in the present case served the Respondents’ unit exclusively, and the fact that part of it protrudes into the Applicant’s unit does not turn that part into the Applicant’s property.

Findings

9. The Board finds on the balance of probability that the Respondents have not rebutted the s.101(8) presumption, and the onus is on them to prove otherwise, which they have failed to do so as per paragraph 7 above. On the issue of whether there is any reasonable certainty that the leaks only originate from where the Respondents allege they do, or as to their method of rectification, the Respondents only rely on their contractor. Although the Respondents have tasked their contractor to “fix” the leakage (as described above), there is no evidence the said contractor has the qualifications or expertise of a professional engineer or building surveyor. Further, the evidence in paragraphs 3 and 7 above show that the contractor did not do tests nor investigations of any kind other than a visual and tactile test of the exposed pipe in the Applicant’s common toilet ceiling, with the work done identified in the contractor’s invoice for \$150.00 at page 40 of the 1<sup>st</sup> Respondent’s AEIC limited solely to the Applicant’s “leakage pipe at false ceiling” (sic). This is far from ideal and the Board is unable to accept the Respondents’ contractor’s invoice as the final word on the issue of water leakage and rectification, as there is also evidence of dampness elsewhere, e.g. at the Respondents’ sewerage pipe, which may drip onto the Applicant’s false ceiling. This was not dealt with the Respondents’ contractor. See Paragraph 20 of the Applicant’s AEIC and Tab H, referring to the photographs at page 72 to 75, taken after the Respondents’ contractors’ repairs; and his answers in cross-examination.

<sup>1</sup> <https://www.stratadb.gov.sg/files/Judgments/2015/stb-90-of-2014-pandan-valley.pdf>

Board's Order

10. The Board orders that:

- i. The Applicant is at liberty, within 7 days of this order, to appoint a building surveyor/professional engineer (“Expert”), at the Respondents’ costs, to investigate and resolve the issue of water leakage into the Applicant’s unit arising from the Respondents’ unit as follows;
- ii. The Respondents shall allow the Expert and his team access to their unit with advance written notice of at least 48 hours, to conduct the investigation. The Expert shall have the discretion to determine the number of times of access required into the Respondents’ unit. As to the investigations and tests to be conducted, the Expert shall have the discretion to determine where, when, what and how they are to be conducted, including the duration thereof, without any restrictions and/or limitation by the Respondents;
- iii. The Expert shall prepare a report to identify and ascertain the cause and source of the water leakage into the Applicant’s unit, as well as specifying the rectification works required for the Respondents’ unit, if any, on a long-term rather than short-term basis. The Expert in his consideration shall take into account the work done, after the present application to STB was filed, by the Respondents’ contractor on 16 January 2026 as stated in paragraph 20 and 21 of the 1<sup>st</sup> Respondent’s AEIC dated 2 February 2026.
- iv. The Expert shall also specify the reasonable rectification works for the damage caused to the Applicant’s unit to be done arising from the water leakage from the Respondents’ unit;
- v. The Expert shall complete the investigation and submit his report to the Parties within 4 weeks from the Expert’s appointment under paragraph 1 above;
- vi. The Respondents shall, within 7 days of the submission of the Expert’s report to the Parties, appoint a contractor to carry out the work specified in paragraph 3 above, which shall be under the Expert’s supervision. Such work is to be completed within 21 days of the contractor’s appointment. The Parties shall allow the Expert and/or the contractor unhindered access to their respective units in this regard. In the event the Respondents’ fail to appoint the contractor within the time specified, the Applicant shall be at liberty to do so at the Respondents cost; and
- vii. Upon completion of the rectification works, the Expert shall ascertain and certify that the Expert is satisfied the works have been done according to the Expert’s specifications, with such certification to be provided to the Parties.

### Board's Order on Costs

11. The Applicant seeks the usual costs order of costs to follow the event if he is successful in his application against the Respondents, and the Board sees no reason to depart from this. The Respondents submits that the Applicant has been unreasonable and did not negotiate in good faith, and seeks indemnity costs against the Applicant. The Respondents set out a table at paragraph 70 of their submissions in regard to the without prejudice negotiations undertaken. The Board will consider it, since the Respondents have seen fit, with the 1<sup>st</sup> Respondent having been a practising lawyer, to disclose such negotiations for the Board's consideration, with no objections from the Applicant.
12. Coupled with the evidence from the respective parties' AEICs, the Board notes that the Respondents have had notice of the possible leaks into their unit from as early as February 2025, and after the Respondents' denial of liability, was invited by the MCST to investigate the same. There is no evidence the Respondents did so. With no action taken by the Respondents, the Applicant wrote to the 1<sup>st</sup> Respondent on 4 August 2025 informing that the leaks persisted. The 1<sup>st</sup> Respondent informed the Applicant that the Applicant did not need access to the Respondents' unit to fix the pipe leakage and stated his "*belief that the exposed sewer pipe fell within the responsibility of his strata lot*"; i.e. the Applicant's lot. See paragraph 10 of 1<sup>st</sup> Respondent's AEIC. In fact, in the 1<sup>st</sup> Respondent's email to the Applicant of 5 August 2025, he stated clearly to the Applicant that the exposed pipe in the Applicant's false ceiling was part of the Applicant's unit and the Applicant's responsibility to "*fix at your own cost...*". See page 22 of 1<sup>st</sup> Respondent's AEIC. With the total denial of responsibility on the part of the Respondents, it is no wonder the Applicant had no choice but to file his application to the Board in October 2025.
13. Even after the matter came before the Board, the table referred to by the Respondents show that the Respondents only wanted to address the leakage issue without any inspection/investigation of the source(s) of the leak. As to monetary offers of settlement, it started with an offer of 50% to fix the leakage from the said pipe in November 2025. In December 2025, the Respondents offer was to pay \$200.00 if the invoiced amount is \$500.00 or less, and \$280.00 if the invoice amount exceeds \$500.00. Since there was no settlement, the Board on 17 December 2025 gave directions for arbitration hearing, with AEICs to be filed by end January 2026 and the hearing fixed in February 2026. In January 2026, the Respondents offered \$888.00, again with no inspection of either premises. Even in the last offer of 19 January 2026 as stated in the said table, the Respondents were still not prepared to appoint qualified professionals to do the inspection and investigation to affirm that their limited proposed area and method of repair was satisfactory. In the circumstances, the Board is of the view that it cannot be said that the Respondents' offers were reasonable nor sincere. The Board therefore finds that it is not unreasonable on the part of the Applicant to reject them, and the Applicant should not be penalised for it.

14. This matter, on the substantive facts of water leakage, was relatively simple, and should have been resolved at mediation if all parties had acted reasonably and was sincere in trying to resolve the issue. The time, effort, resources and costs of an arbitration hearing could have been avoided, and should have been avoided, in this case. The Applicant seeks costs of \$6,000.00 all-in. The Board is of the view that this sum is more than fair on the part of the Applicant in the circumstances, with no cost submissions made against the Respondents, and it is so ordered.
15. The Respondents shall pay costs of the sum of S\$6,000.00 all-in, to the Applicant within 14 days of this order.

Dated this 1<sup>st</sup> day of April 2026

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Mr Raymond Lye  
Deputy President

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Mr Chan Kok Way  
Member

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Mr Ting Thiam Siu  
Member

*Poh Jun Zhe Malcus (Malcus Poh Law Corporation) for the Applicant.*

*Chow Jia Yao (litigant-in-person) for the Respondents.*