

Strata Living in Singapore

Building and Construction  Authority

**A General
Guide**



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INTRODUCTION

In a densely populated and compact city-state like Singapore, many people live in strata-titled properties like apartments and condominiums. Such communities own, enjoy and are responsible for the upkeep of common facilities like lifts, car parks, sport and recreational facilities (for example, swimming pools, tennis courts, gyms and billiard rooms) in their estates.

In the past, anyone who wishes to know more about the law relating to the maintenance of property and the management of strata-titled property had to look up two separate pieces of legislation—the Land Titles (Strata) Act (LTSA) and the Buildings and Common Property (Maintenance and Management) Act (BCPA).

Today, relevant parts of the LTSA and the entire BCPA have been combined into a single legislation known as the Building Maintenance and Strata Management Act (BMSMA). This legislation is the outcome of extensive consultation with industry and the public, and is designed for ease of use and administration. New provisions such as staged development and two-tier

management corporation schemes have been introduced to the BMSMA as well as several existing provisions have been amended to meet the needs of stakeholders such as yourselves.

The purpose of this guide is to help laypersons—purchasers and owners—in understanding these new provisions as well as other key provisions in the BMSMA. To facilitate cross-referencing to the BMSMA, the section number of the provisions are shown within parentheses, for example, [SECTION 62]. The publishers hope that this guide will equip owners with some basic information on living in strata properties as well as help facilitate better management of their estates. However, this guide is not an exhaustive attempt to explain every detail and provision in the BMSMA. Where appropriate and necessary, owners should still seek and obtain independent legal or professional advice on interpreting the provisions in the BMSMA.

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1

SHARE VALUE



Before buying a unit in a property, there are some important factors buyers should consider like, among other things, price, location, tenure of land and quality of the development. It is also useful to find out the monthly contribution to the maintenance fund. In most cases, the contribution is proportional to the share value of the unit.

Significance of share value

The share value of a property is a figure that represents the proportionate share entitlement assigned to each strata unit in the same development. The purpose of the share value is to determine the amount of shares each owner has in relation to the other owners in the development.

Example

If the share value of an apartment unit in a condominium is represented by the figure 5/350, then 350 represents the share value of all the units in the condominium and 5 is the share value allotted to the unit.

What does share value represent?

First, the share value determines the amount of contributions for maintenance that an owner has to pay to the management corporation of the estate for maintaining the common areas in the development. Second, the share value of a strata lot determines the voting right of a unit owner. The higher the share value an owner has, the more voting rights he or she has. Third, the share value determines the share that an owner has in the common property, which is jointly owned by all the owners in a development.

[SECTION 62]

Who determines share value?

To determine the share value of each unit, the developer submits a proposal to the Commissioner of Buildings (COB) for acceptance. This proposal shows the share value that has been allocated by the developer to all the units in the development. A developer engages a professional surveyor to carry out the task of allocating the share value. The share value of each unit must be accepted by COB before sale of property [SECTION 11].

How the share value is determined

The COB has a set of guidelines to assist developers to determine share value allotment. The general principle in allocating share value is based on perceived usage of common facilities. A unit that uses more of the common facilities is allotted with a higher share value and consequently contributes a higher maintenance levy.

Share value in residential properties

In the case of residential properties, occupancy is taken into account because it reflects usage directly. Floor area groupings are used to take into account the different number of occupants, who are likely to stay in a unit. It is assumed that units within a larger floor area grouping have more occupants and thus incur a higher proportion of maintenance costs of the common property. The floor area groupings are shown in the table below.

Floor area	Share value*
50 m ² and below	5
51 m ² to 100 m ²	6
101 m ² to 150 m ²	7
151 m ² to 200 m ²	8

*The share value increases by one for every 50 m² of floor area.

Share value in mixed developments

A mixed development can comprise residential units, offices and shops in one development. Some examples are Roxy Square, The Plaza, Sunshine Plaza and Burlington Square. In such developments, different weight factors are used to account for the unequal usage of common facilities among the different user groups. Shops, which incur a higher percentage of maintenance expenses because they use more air-conditioning and other facilities like escalators, are allotted a proportionately larger share value. Shop owners therefore pay a higher levy than owners of offices or residential units.

Share value in a staged development

A stage development is one that is built in a number of stages instead of simultaneously. The details must be disclosed in the staged development contract.

If you have purchased a unit that is not part of a staged development contract, the developer cannot change the share value allotted to your unit unless you give your consent [SECTION 12]. However, if your unit is part of a staged development, the share value allotted to your unit may be varied, within prescribed limits, upon the completion of each stage of the development. This is spelt out in the staged development contract between your developer and yourself. The staged development contract should also spell out any provisions in the event that the prescribed limits are exceeded.

A developer who intends to carry out a staged development has to obtain approval from the COB for the share value for all units (for current as well as future stages) before any unit in the first stage can be sold. The share value approved for subsequent stages is provisional. When each subsequent stage of the development has been finalised, the developer must file the share values of each stage for approval before he can sell the units.

Can the share value of a strata lot be changed?

The share value of a strata lot cannot be changed once the strata title application is registered. However, the Registrar of Titles may allow changes to be made to the share value in the following cases.

- ◆ Where there is an error in the entry
- ◆ Where the value has been fraudulently assigned to a lot
- ◆ Where there is a subdivision of a lot or an amalgamation of two or more lots

[SECTION 62]

Alteration is also permitted if it has been provided for earlier under a staged development contract.

2

DUTIES AND RESPONSIBILITIES OF THE SUBSIDIARY PROPRIETOR



Contributions by subsidiary proprietors

A subsidiary proprietor (SP) is a purchaser to whom the developer has transferred ownership of a unit, as shown on the strata certificate of title. Each SP is required to pay a certain amount of contribution to help maintain and manage the common property of the development. This amount is levied by the management corporation (MC). If you don't pay your contributions, the MC has a right to recover any unpaid contribution from you as a debt [SECTION 40], or register it as a charge against the strata lot [SECTION 43].

Maintenance of lots and exterior features

Exterior features are permanent fixtures that are part of the external façade of buildings. These include openable windows in your unit. It is your duty to maintain your lot, including external openable windows and pipes that are exclusively used by you. If you fail to maintain the exterior features of your lot and someone is injured or some property is damaged because of it, you can face severe penalties, including a fine and jail. In fact, you can face the same penalties even if no damage is done because the Act covers potential as well as actual damage [SECTION 9].

Inter-floor leaks

If there is an inter-floor leak, you and your neighbour are required to jointly carry out an investigation to establish the cause of the leak and proceed with the repair works. You should also both resolve the cost of repair. In cases like this, it is presumed that the leak has originated from the upper floor unit unless the owner can prove otherwise. Therefore, the owner of the upper floor unit cannot claim that the leak has not originated from a defect in his unit. He has to jointly investigate the cause with his lower-floor neighbour and proceed with any repairs required.

Compliance with notices

You must comply with any notice served by a public authority in relation to the maintenance of your lot. If you fail to respond to such a notice, the MC may arrange to have the required works carried out and recover the costs incurred as a debt owed to the MC from you [SECTION 30].

By-laws

The by-laws prescribed in the regulations and those made by the MC are for the purpose of controlling and managing the use or enjoyment of common property and the lot in a development. SPs and occupiers of strata lots are obliged to comply with these by-laws [SECTION 32].

Improvements and additions to lots

If you intend to carry out works on your lot that may result in an increase in the total gross floor area of the entire development, you will need to apply to and obtain a 90% resolution from the MC (please see Chapter 10 for the various types of resolutions) [SECTION 37]. Examples of such works include roofing a private enclosed space and putting a slab over a void in a unit. Depending on the type of work done, you may also be required to obtain the consent of other approving authorities like the Urban Redevelopment Authority.

3

DUTIES AND RESPONSIBILITIES OF THE DEVELOPER



Maintenance fund

The developer of an estate is required to obtain written approval from the Commissioner of Buildings (COB) before collecting maintenance charges from purchasers [SECTION 18]. In addition, any collection must be paid into a maintenance fund established for such a purpose.

The developer is required to pay maintenance charges for all unsold units as well as sold units that are not handed over to its purchasers when the maintenance fund is established. However, the developer is given a three-month grace period from issue of the Temporary Occupation Permit (TOP) before making contributions for unsold units and sold units not handed over.

The developer is required to keep proper books of accounts, appoint an auditor to audit his accounts annually and file a certified true copy of the audited accounts to the COB. Within 28 days after the accounts have been audited, the developer is required to make the audited accounts available for inspection by purchasers for a period of two weeks [SECTION 17].

Constitution of the management corporation

A management corporation (MC) is automatically formed when the strata title plan for the development is lodged with the Chief Surveyor and a strata title application is made to the Registrar of Titles, Singapore Land Authority. You as a subsidiary proprietor automatically becomes a member of the MC. The MC, being a legal entity, may sue and can be sued [SECTION 24].

The initial period

The initial period refers to the period from the day the MC is constituted to the day when the first annual general meeting (AGM) is held. The maximum duration of the initial period is 12 months [SECTION 2]. During this period, the developer plays the role of the council [SECTION 23].

Once the MC is constituted, the developer is required to open a bank account in the name of the MC and pay into the account all the money he has collected for the maintenance fund and keep proper books of accounts so that they can be conveniently and properly audited [SECTION 23].

Restrictions during the initial period

During the initial period, the MC cannot do these unless approval is granted by the COB.

- ◆ Amend, add or revoke the by-laws
- ◆ Grant an easement such as allowing the pipes of another development to pass through or a restrictive covenant
- ◆ Execute a transfer of common property or confer exclusive rights
- ◆ Make any contract that confers rights and control beyond the initial period
- ◆ Borrow money and give securities
- ◆ Appoint a managing agent to hold office beyond the initial period

[SECTION 49]

Permitted alteration to common property during the initial period

During the initial period, the MC may carry out alteration to or erection of any structure on common property only through a special resolution [SECTION 50].

First annual general meeting

The first AGM must be convened within one month after the end of the initial period or six weeks after the developer receives a written request from the subsidiary proprietors of at least 10% of the total number of lots in the development.

A notice must be served to each eligible SP together with a copy of the agenda of the AGM.

If the developer does not convene the first AGM within the specified period, any SP or mortgagee in possession of a lot may apply to the COB to order the appointment of a person to convene the first AGM. The bottom line here is that there must be an AGM after the initial period.

Agenda of the first AGM

The agenda of the first AGM must include the following.

- ◆ To elect a council
- ◆ To determine the amount of contributions for the management fund and sinking fund
- ◆ To decide whether insurances effected by the developer should be varied or extended
- ◆ To decide the matters that are to be determined only at a general meeting
- ◆ To appoint a managing agent and to determine the powers, duties or functions of the MC to be delegated to the managing agent
- ◆ To adopt the audited account from the date the MC is constituted and ending on a date not earlier than four months before the first AGM

[SECTION 26]



The Building Maintenance and Strata Management Act (BMSMA) empowers the management corporation (MC) of each development to control and manage the common property. The spirit of the BMSMA is for each MC to exercise self-governance and manage its own domestic affairs.

Responsibilities of the management corporation

Every MC is required to keep accounting records and financial statements for at least seven years. The books and accounts of the MC must be audited for each financial year. The MC is also required to keep proper records of all notices it receives or court orders served to it. It must keep notices and minutes of its meetings, including details of motions passed, as well as copies of all correspondence received and sent, and any other documents. All records must be kept for at least seven years after the completion of each transaction [SECTION 48].

Another responsibility of the MC is to prepare and keep a strata roll. Essentially, the strata roll is a register of the owners of each unit in the development. The information recorded in a strata roll includes the following.

- ◆ The share value of each lot
- ◆ The name and address of each subsidiary proprietor (SP)
- ◆ The name and address within Singapore of each mortgagee of a lot

- ◆ The name of the nominee of any company that is the SP or mortgagee of the lot
- ◆ The discharge, transfer, assignment or sub-mortgage of any mortgage of a lot
- ◆ The entry into possession of the lot by a mortgagee
- ◆ The address within Singapore for the service of notices on any person as shown in a notice given to the MC

[SECTION 46]

Election of the council of the management corporation

The council of the MC is a representative body of members elected from among SPs or their nominees. It administers the day-to-day running of the strata scheme and is elected at each annual general meeting (AGM).

The council can have up to 14 members, which includes representative members of an executive committee of a sub-MC. The executive committee of a sub-MC is similar to the council of the main MC. (Please see Chapter 12 for more information on sub-MCs.) Out of these members, three are to be appointed as office bearers: the chairman, the secretary and the treasurer [SECTION 53]. If the office bearers are not appointed at an AGM, the members of the council will appoint them at the first council meeting [SECTION 55].

Eligibility for election to the council

To be eligible for election to the council, you have to be at least 21 years old and:

- ◆ an SP; or
- ◆ a nominee who is an immediate family member of an SP that nominates him or her; or
- ◆ a nominee of an SP that is a company.

You must also not be in arrears of contributions three days before the election.

Ownership of one lot entitles you to nominate one person for election. If you own two or more lots, you are entitled to nominate more persons for election, in proportion with your share value but not more than 49% of the total number of council seats.

Example

If the total number of seats in the council is 10 and you own five lots, with a total share value that is less than 20% of all lots in the whole development, you may nominate only one candidate (yourself or one other eligible person) for election to the council, provided you or another nominee are not already a member of the council.

But if the total share value of your five lots falls anywhere between 20% and 40% of that of the whole development, you may nominate between two and four candidates (which may include yourself), proportionate to the actual total share value for the five lots. But you cannot nominate anymore if you and your other nominees already occupy that number of seats in the council.

If the total share value of your five lots makes up 50% or more of the whole development, you can still nominate up to only four candidates (which may include yourself). But you cannot nominate anymore if you and your other nominees already occupy four seats in the council.

[SECTION 53]

Duties of the office bearers of a council

The chairman

The chairman's primary function is to preside over all meetings of the council and the MC to ensure that the meeting is properly conducted. The chairman may rule whether a particular motion is in order. However, in the event of a tie, the chairman does not have a second vote to break the tie.

The secretary

The duties of the secretary include the following.

- ◆ Preparing and distributing minutes of meetings
- ◆ Giving notices for the MC and the council that are required under the BMSMA
- ◆ Maintaining the strata roll
- ◆ Facilitating the inspection of MC's documents by a person
- ◆ Answering correspondences addressed to the MC
- ◆ Convening meetings of the MC and the council (apart from its first AGM)
- ◆ Carrying out all administrative and secretarial duties for the MC and the council

[SECTION 56]

The treasurer

The duties of the treasurer include the following.

- ◆ Giving SPs notice of any levies under the BMSMA
- ◆ Giving receipts, carrying out banking errands and accounting for any money paid to the MC

- ◆ Preparing any financial certificates under the BMSMA
- ◆ Keeping all accounting records and preparing financial statements
[SECTION 57]

No person can hold the post of treasurer for more than two consecutive terms [SECTION 55]. MCs comprising not more than ten lots can exempt themselves from this requirement by passing a resolution by consensus under the Building Maintenance and Strata Management (Exempt Treasurers) Order.

Restrictions to the council

There are certain matters that cannot be decided by the council. These include the following.

- ◆ Matters that must be decided by a general meeting (that is, those requiring ordinary resolution, special resolution, 90% resolution, unanimous resolution, comprehensive resolution or resolution by consensus)
[SECTION 58]
- ◆ Matters that have been decided by the general body to put a restriction on the council [SECTION 59]

Disclosure of interests

If you are a council member and you are, directly or indirectly, interested in entering a contract or proposed contract with the MC, you must immediately after the facts are known declare the nature of your interest at a meeting of the council. You must not take part in any discussion or vote on any matter related to the contract. You may also be asked to withdraw from the meeting when the matter is being discussed, unless the council requires you to be present to provide information [SECTION 60]. Besides the need to disclose any conflict of interests with their duties, council members must also act honestly and use reasonable diligence in the discharge of their duties [SECTION 61].



Meetings of the management corporation

Annual general meetings

After the first annual general meeting (AGM), subsequent AGMs must be held in each calendar year and not more than 15 months after the date of the last AGM [SECTION 27].

AGM agenda

The agenda for an AGM should deal with at least the following items.

- ◆ The election of council members
- ◆ A motion for the adoption of the financial statement for the past financial period
- ◆ A motion to confirm the minutes of the last general meeting
- ◆ Other motions for consideration, submitted by the council or subsidiary proprietors (SPs)

Extraordinary general meetings

Any general meeting of the MC that is not an AGM is called an extraordinary general meeting (EOGM). An EOGM can be convened at any time to consider any matter of concern to the council or SPs.

There are two ways for convening EOGMs.

- ◆ By the majority vote of the council [SECTION 27]
- ◆ By giving a written notice to the secretary of the council asking for the meeting to be held. The party or parties giving the notice must comprise people entitled to vote who together hold at least 20% of the total share value of all the lots or who make up at least 25% of the total number of all SPs [1ST SCHEDULE, PARA. 14].

Requesting for a motion to be included in the agenda

Any person entitled to vote at a general meeting can ask for a motion to be included in the agenda for a general meeting. Written notice must be given to the secretary of the council. The secretary must include the motion on the agenda for the next general meeting [1ST SCHEDULE, PARA. 12].

Notice of meetings

Every notice for a general meeting must contain the following.

- ◆ The place, day and hour of the meeting
- ◆ Each proposed resolution for consideration at the meeting
- ◆ Any other business for consideration at the meeting
- ◆ A copy of the minutes of the last general meeting for SPs who have not been given a copy before
- ◆ Information notifying each person to whom the notice is being addressed that he may vote on each resolution and, where relevant, on the election of members of the council

In addition, every notice of an AGM must have the following.

- ◆ A copy of the statement of accounts of the MC and a copy of the auditor's report of the account of the MC
- ◆ A motion for the adoption of those accounts
- ◆ A motion for the termination of any managing agent (MA) or for the continuation of the MA for the next financial year

[1ST SCHEDULE, PARA. 1]

Depending on the motion to be passed, notices must be given to each SP listed on the strata roll. A motion to be decided by an ordinary resolution requires at least 14 days' notice before the meeting. All other motions require notices of at least 21 days.

Quorum

A quorum is the minimum number of people at a meeting before binding decisions can be made. In an AGM, a quorum is formed if the number of SPs present at the meeting, either in person or by proxy, together own at least 30% of the total share value of all the lots. There must be a quorum at a general meeting before any motion can be voted on.

If there is no quorum within half an hour of the time fixed for the meeting, the meeting may be held as if there is a quorum if two or more SPs are present in person. However, this “half-hour” rule does not apply to a general meeting that is initiated from a requisition by SPs [1ST SCHEDULE, PARA. 3].

Persons entitled to vote at general meetings

Generally, to be eligible to vote at a general meeting, you must first not owe any debt to the MC and you must satisfy one of the following.

- ◆ An SP or a mortgagee in possession or a receiver of a lot shown on the strata roll
- ◆ A first mortgagee of a lot provided the SP of that lot does not cast a vote
- ◆ A joint SP or co-mortgagee who is the more senior one according to the order of the names recorded in the strata roll
- ◆ The first SP of a lot which is held by two or more persons in succession
- ◆ An SP who is a trustee of a lot
- ◆ An appointed proxy

[1ST SCHEDULE, PARA. 2]

Proxies

A proxy is a person whom you have given permission to represent you at a meeting. In an AGM, you can make anyone your proxy. You or your duly authorised attorney have to appoint your proxy in writing. Where a company wishes to appoint a proxy, the appointment has to be under seal or under the hand of an officer or attorney authorised to do so [1ST SCHEDULE, PARA. 17].

The form appointing the proxy, together with any document that represents power of attorney, must be deposited at the registered address of the MC at least 48 hours before the time fixed for the meeting [1ST SCHEDULE, PARA. 18].

Meetings of the council

Council meetings are held from time to time as determined by the council. The secretary of the council must put a notice for the council meeting on the MC’s notice board at least three days before the meeting. The notice must have a

detailed agenda for the meeting and given to each member of the council [2ND SCHEDULE, PARA. 4].

SPs can attend council meetings but they cannot speak at the meeting unless the council agrees [2ND SCHEDULE, PARA. 5].

The quorum for a council meeting is the majority of the council members if there are two or more members. If there is only one member in the council, the quorum is that member [2ND SCHEDULE, PARA. 2].

Voting

Each council member, including the chairman, has one vote. In the event of a tie, the chairman does not have a casting vote to break the tie. A decision on any motion at a council meeting is made by a majority vote. Unlike general meetings, the council can vote in writing even if the meeting is not held. A copy of the agenda must be put on the notice board and given to each council member.

A resolution approved in writing by the majority of the council members is valid even though a meeting has not been held. These resolutions must be recorded in the minutes [2ND SCHEDULE, PARA. 7].

Minutes of council meetings

A copy of the minutes of a council meeting, including any resolutions passed, must be displayed on the notice board within seven days after the meeting and continue to be displayed for not fewer than 14 days. If there is no notice board, each SP must be given a copy of the minutes [2ND SCHEDULE, PARA. 3].



Contributions for maintenance and other expenses

Subsidiary proprietors (SPs) in the strata scheme have to pay contributions to maintain the common property and pay ancillary expenses. This money is paid to the management corporation (MC) to enable the MC to meet the costs of regular and periodical maintenance of the estate. All levies that SPs have to pay are worked out in proportion to the share value of each lot (please see Chapter 1 on Share Value). Contributions for maintenance come in two forms: management fund and sinking fund.

Management fund

The management fund is for day-to-day recurrent expenses of maintaining the development. The amount collected for this has to be enough for the MC to pay the following expenses.

- ◆ Cost of looking after the common property
- ◆ Payment of insurance premiums
- ◆ Other recurrent expenses besides amounts covered by the sinking fund

[SECTION 39]

Sinking fund

The sinking fund is a fund collected to provide for future capital needs. The amount in the fund must be enough to cover the following expenses.

- ◆ Painting of the common property
- ◆ Acquiring movable property
- ◆ Renewing or replacing any fixtures on the common property and other property belonging to the MC
- ◆ Replacing, repairing or making good the common property
- ◆ Any debts other than amounts covered by the management fund
- ◆ Other capital expenses

[SECTION 39]

Recovery of maintenance contributions

If you own a strata property, your MC will advise you when the contribution or instalment is due. When your contribution becomes 30 days overdue, it will bear interest at the rate determined by the MC unless the MC has decided at the general meeting not to charge interest either generally or in a particular case. When your contribution becomes 30 days overdue, the MC may serve a written demand on you.

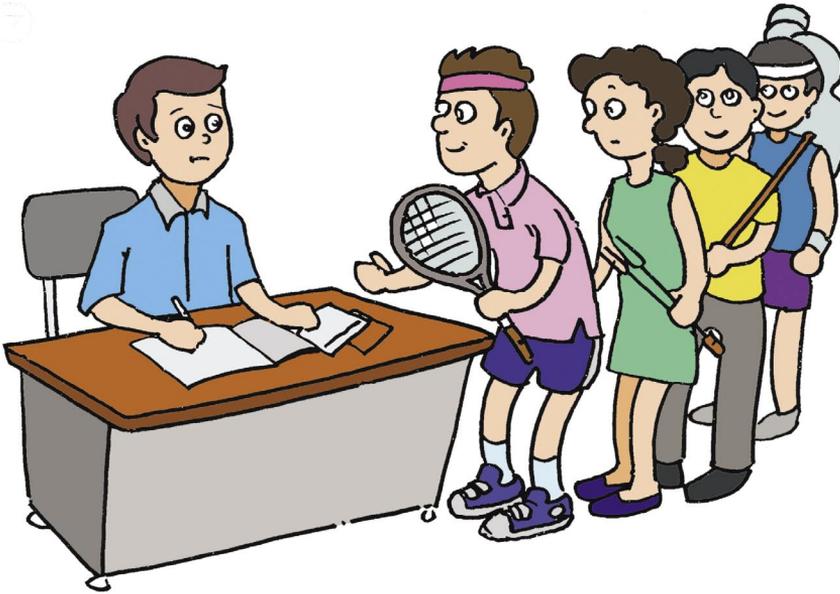
If you fail to pay within 14 days after the written demand has been served, you are liable for an offence amounting to a fine. The MC can recover any unpaid contribution through the Small Claims Tribunal or the courts [SECTION 40]. The MC can also register a charge on the lot for not paying [SECTION 43].

Variation of contributions

Contributions to the management or sinking fund are determined in proportion to the share value of the lot. However, an MC may deviate from this basis by using any other method or formula if there is a resolution by consensus [SECTION 41].

Rebates and incentives for early payment

An MC may by a special resolution give a rebate to an SP if his or her contribution is paid to the MC before the day it is due or if his or her contribution payable by instalments is paid in full before the due date [SECTION 41].



Appointment of the managing agent

A management corporation (MC) may employ the services of a managing agent (MA) to help the MC in the day-to-day running of the strata scheme. An MA can be appointed for a term of up to three years. However, the MA's performance must be reviewed at every annual general meeting (AGM).

An MA may be appointed or terminated by one of the following ways.

- ◆ By the MC through an ordinary resolution at a general meeting
- ◆ By the council without a general meeting if the council has been authorised to do so by the SPs at the last preceding general meeting of the MC

[SECTION 66]

Duties and liabilities of the managing agent

An MC may in writing delegate to an MA part or all of its powers, duties and functions. This can be done by an ordinary resolution passed at a general meeting. These duties may include performing the functions of the chairman, secretary or treasurer or the whole council.

However, the MC cannot allow the MA to further delegate its duties to others or make a decision on a restricted matter that can be determined only by the MC in a general meeting.

The MA, in exercising the delegated duty of the MC, can be held liable for any contravention of the Building Maintenance and Strata Management Act as if it had been committed by the MC [SECTION 67]. An MA also cannot canvass for proxy votes relating to any election of members of the council [SECTION 68].

Independent accreditation schemes for managing agents

There are accreditation schemes managed by various organisations and professional institutes to assure MCs of the quality, services and standards provided by accredited managing agents. These accrediting bodies include the Association of Management Corporations in Singapore, the Singapore Institute of Surveyors and Valuers and the Association of Property and Facility Managers.

SPs and MCs should consider employing accredited MAs to ensure proper and professional management of their properties and estates.

BY-LAWS ON THE USE & ENJOYMENT OF COMMON PROPERTY



By-laws are rules that you have to obey to enjoy living with other residents in a community. There is a set of by-laws in the Building Maintenance and Strata Management Act (BMSMA) that every management corporation (MC) is required to adopt. On top of these by-laws, MCs can make additional by-laws. However, such additional by-laws cannot come into conflict with the by-laws prescribed in the Building Maintenance (Strata Management) Regulations. The following are the by-laws provided for under the Regulations.

Compulsory by-laws

Noise

Residents are not to create any noise that disturbs other residents.

Parking of vehicles

Vehicles cannot be left or parked in the common property without the approval of the MC.

Obstruction of common property

Residents cannot stop or interfere with the lawful use of the common property by other residents.

Damage to lawn, trees, shrubs and other plants

Residents cannot damage any lawn, garden, trees, shrubs, plants or flowers on the common property. Without the permission of the MC, they are also not allowed to use any part of the common property as their own garden.

Alteration or damage to common property

If you wish to mark, paint, drive nails or screws to any structure that is part of the common property you can only do so with the permission of the MC. However, the MC cannot stop you from installing locks or other safety devices to prevent intruders or animals from entering your premises or harming people in your lot. But you have to ensure that such devices have to look the same as the rest of the building and you have to be responsible for its maintenance. If the installation or removal of these devices cause any damage to the common property, you are responsible for repairs.

Behaviour of owners and residents

You have to be adequately clothed when you are on the common property. You should also not use foul language that offend or embarrass your fellow residents.

Children playing on common property

Do ensure that children under your control do not damage the common property or create noise nuisance when they play on the common property.

Behaviour of visitors

Do ensure that your visitors do not disturb the peace of the estate.

Depositing rubbish and unwanted items on the common property

Without the permission of the MC, you should not deposit rubbish or unwanted items (such as discarded sofas) on the common property that are likely to interfere with the peaceful enjoyment of others in the estate.

Drying of laundry

Without the permission of the MC, you should not hang your laundry anywhere other than designated areas, as to be seen from outside the building. Laundry hung on designated areas should only be there for a reasonable time.

Cleaning windows

Residents are required to keep clean all exterior surfaces of glass in openable windows and doors on the boundary of their lot that are not common property unless they are inaccessible or not safe to do so, or the MC agrees by resolution to keep it clean. The exterior surfaces of windows and doors that cannot be opened are to be cleaned by the MC.

Storage of flammable liquids

Flammable chemicals, liquids, gases and other hazardous materials should not be stored in the premises or the common property without the permission of the MC other than those needed for domestic use. However, this by-law does not authorise the usage and storage in a manner that is not allowed under any relevant written law.

Garbage disposal

For units that are provided with rubbish chutes, all refuse should be securely wrapped in plastic bags before being thrown down the chute. You should not throw large objects into the rubbish chute as these may block it. For units without rubbish chutes, refuse should be securely wrapped and placed inside a clean, dry and adequately covered rubbish bin located within the unit or other location designated by the MC. Do not put refuse into the rubbish bin of other residents (particularly your neighbour) without his permission. Rubbish bins should be placed at designated areas not earlier than one hour before the time of collection. After collection, rubbish bins must be promptly returned to their proper places and any rubbish spill must be removed. Waste intended for recycling must be disposed according to recycling guidelines and the disposal of hazardous waste must comply with relevant written laws.

Keeping of animals

If you do keep pets, make sure that they do not annoy other residents in your estate.

Proper maintenance of lot

You are required to properly maintain your own unit, including all sanitary fittings, piping and apparatus, so as not to annoy other residents.

Proper use of lot

A unit cannot be used for any purpose (illegal or otherwise) that may adversely affect the reputation of the estate.

Change of use of lot

The MC must be notified of any change of the use of a lot. Such change must be approved by the relevant authority.

Prevention of fire and other hazards

You or your visitors should not do anything that affects fire safety or creates a hazard or danger to others. No article or object must be displayed or placed on or by any window, balcony or outside your unit in a manner that is likely to cause damage to property or injury to life.

Control on use of facilities

The MC may by special resolution determine the hours of operation and conditions such as those relating to the use of facilities on common property.

Provision of amenities and services

The MC may by special resolution provide amenities or services such as security services and garbage disposal to residents. Such resolution must also indicate the amount to be charged and the conditions to be agreed upon.

Making of additional by-laws

In addition to the compulsory by-laws, the MC can also make other by-laws. However, these by-laws must not go against the compulsory by-laws and have to be supported by a special resolution [SECTION 32].

Breach of by-laws and remedy

The MC, owner or resident may apply to the court for an order to stop someone from disobeying the by-laws and to recover damages [SECTION 32].

House rules

By-laws are rules that can only be adopted after the MC is formed. Before the formation of the MC, residents must obey the house rules which essentially are the same as the compulsory by-laws.

Exclusive use by-laws

Apart from the by-laws governing the behaviour of owners and residents, the MC can also make by-laws that give owners exclusive use of the common property for certain duration.

Example

With the support of an ordinary resolution, the MC can grant an owner exclusive use of part of the common property for less than a year. With a special resolution, the owner may be given exclusive use for a period of more than a year but less than three years. A 90% resolution is required to grant exclusive use for periods longer than three years. Exclusive use include the rental of a kiosk on common property or designated car parking lots for owners.

[SECTION 33]



Insurance by the management corporation

Every building in the management corporation (MC) must be insured under a damage policy against fire, lightning, explosion or any other occurrence specified in the policy. The MC can decide not to insure against any specific or all damage if all subsidiary proprietors agree [SECTION 70].

Apart from the insurance policy for damage, the MC must also take out any other insurance required by other law, for example, insurance required under the Workmen's Compensation Act. The MC must also take out public liability insurance for damage to property or death or injury to any person that may occur on the common property [SECTION 71].

Insurance by individual owners

Individual owners are free to take out other insurance on their units, for example, their liability arising from falling windows. Owners can also insure renovation works to their units by paying additional premium under the MC's damage policy.



Resolutions are decisions made by the management corporation (MC). Owners can decide for themselves how their estate should be managed through the passing of resolutions. There are different types of resolutions that should be obtained, depending on the importance of the matters to be decided. For example, the agreement of all owners is required in a decision not to insure the buildings in an estate against damage by fire. This is an important matter and requires the consent of all owners. On the other hand, the appointment of a managing agent (MA) only requires a simple majority. Depending on the motion to be passed, notices must be given to each subsidiary proprietor (SP) listed on the strata roll. A motion to be decided by an ordinary resolution requires at least 14 days' notice before the meeting. All other motions require notices of at least 21 days. The various types of resolutions [SECTION 2] and their applications are listed in a table at the end of this chapter.

Resolution by consensus

This is the most difficult type of resolution to obtain. After a general meeting has been held to consider the motion, a period of 12 weeks has to be given for SPs to cast their votes. At the end of the 12 weeks, all SPs in the MC must agree in writing in order for the motion to be passed. The motion cannot be supported even if one SP abstains from voting or does not agree.

Example

A resolution by consensus is required in making a decision not to insure the buildings in an estate against damage by fire. Although the buildings should be insured, the MC can decide otherwise with the written agreement of all the SPs.

Comprehensive resolution

Unlike resolution by consensus, this resolution does not require the consent of all the SPs. The resolution can be passed if the SPs in favour of the motion make up at least 90% of the total share values in the estate. However, a period of 12 weeks has to be given for SPs to cast their votes as well.

Example

A proposal to change from an existing single-tier MC system to a two-tier MC system can be passed through a comprehensive resolution.

Unanimous resolution

This type of resolution is decided on the day of the general meeting by SPs who are present at the meeting. They can be physically present at the meeting to cast their votes or they can vote through proxy. A motion can be passed if all the valid votes cast at the meeting are in favour of it. However, the motion cannot be carried even if there is one SP who disagrees with it.

Example

A unanimous resolution is needed to allow the water pipes of another estate to pass through the estate.

90% resolution

The 90% resolution is also decided on the day of the general meeting by SPs who are present at the meeting. In this case, a motion can be passed when the SPs who vote for the resolution constitute at least 90% of the share value of all the valid votes cast at the meeting.

Example

A 90% resolution is required in the decision to allow an SP to carry out improvement to his unit that increases the floor area of the development. Such improvements may include roofing a private enclosed space.

Special resolution

This resolution is also decided by the SPs who are present at the meeting. The resolution is passed when the SPs who vote for the resolution constitute at least 75% of the share value of all the valid votes cast at the meeting.

Example

The decision to make by-laws requires a special resolution.

Ordinary resolution

This type of resolution is the least difficult to obtain. It only requires a simple majority of those at the meeting to pass the resolution.

Example

The decision to appoint a managing agent can be made through this resolution.

Summary of Resolutions

Item	Type	Applications	Section
(1)	Resolution by consensus	(a) Use other methods instead of share value to levy contributions to management fund and sinking fund (b) Not to insure buildings against damage by fire (c) Terminate the management corporation	41(8) 70(1) 84(1)
(2)	Comprehensive resolution	(a) Use other methods instead of share value to levy additional contributions where any common property is altered or any structure is erected on the common property (b) Change from existing single tier MC to two-tier M (c) Alter the boundaries of common property and limited common property between a MC and sub-MC or between sub-MCs (d) Dissolve sub-MC	41(6) 78(1) 78(6) & (7) 84(2)
(3)	Unanimous resolution	(a) Create a restrictive legal agreement (i.e. covenant) or right of way over another's property (i.e. easement)	35(1)
(4)	90% resolution	(a) Make by-law to confer on SP the exclusive use of common property for a period that exceeds three years (b) Transfer or lease part of the common property for a period that exceeds three years (c) Authorise improvements to SP's lot which increase the gross floor area of the strata development	33(1)(c) 34(1) 37(2)
(5)	Special resolution	(a) Provide additional facilities or make improvements to common property (b) Make by-laws (c) Make by-law to confer on SP the exclusive use of common property for a period between one and three years (d) Lease part of the common property for a period between one and three years (e) Create additional common property by, for example, leasing land (f) Amalgamate the common property of two or more MCs (g) Grant rebate in maintenance contributions (h) Recover contributions in arrears from SP through enforced sale of his strata lot (i) Erect structure on common property during initial period (j) Effect insurance in respect of any joint liability of SPs	29(1)(d) 32(3) 33(1)(b) 34(2)(a) 34(3) 34(5) 41(9) 43(3) 50 71(1)(c)
(6)	Ordinary resolution	(a) Make by-law to confer on SP the exclusive use of common property for a period not exceeding one year (b) Removal of council member due to misconduct, neglect of duty, incapacity or failure to carry out duties satisfactorily (c) Appointment of managing agent (d) Delegate powers, duties and functions to managing agent	33(1)(a) 54(2)(b) 66(1) 67(3)

Note: This table is not exhaustive.



When people of different backgrounds and interests stay in the same estate, there are bound to be disagreements and disputes. In order to live happily in a community, everyone has to practise good neighbourliness and there has to be some give and take. With this in mind, let us look at the various ways in which disputes can be resolved in strata living.

Resolving disputes by talking to the other party

The first thing that one can do when involved in a dispute is to come together and discuss the problem. Then the possibility of finding an amicable solution is higher.

Seeking mediation

However, when the disputing parties are unable to find an acceptable solution, they should seek mediation by an independent and neutral party. The role of the mediator is to guide the disputing parties to achieve their own resolution. Mediators can be appointed by mediation bodies listed in Chapter 14 or any person, if the parties agree.

Referring disputes to a Strata Titles Board

If mediation fails, the dispute can be referred to the Strata Titles Boards (STB) for arbitration. The STB is a statutory body that is made up of a panel of members who are lawyers and experienced practitioners in the building industry. A strata titles board is constituted to hear each dispute. The decisions of the STB are final. After such a decision, an appeal can only be made to the High Court on question of law.

However, not all disputes can be referred to the STB. Only disputes listed in the Building Maintenance and Strata Management Act (BMSMA) can be heard by the STB. These are listed as follows.

- ◆ Settling dispute on costs or repairs, or rectifying a complaint in respect of a defect in a lot, a subdivided building and the common property [SECTION 101]
- ◆ Convening a general meeting where the MC has defaulted [SECTION 102]
- ◆ Invalidating proceedings of meetings where the provisions of the BMSMA have been contravened [SECTION 103]
- ◆ Annuling a resolution if voting rights are denied or due notice of business is not given [SECTION 104]
- ◆ Revoking an amendment to a by-law that affects all the subsidiary proprietors (SPs) in a strata lot [SECTION 105]
- ◆ Invalidating a purported by-law that the MC has no power to make [SECTION 106]
- ◆ Varying the rate of interest fixed by the MC for late payment of contribution [SECTION 107]
- ◆ Varying the contributions levied or the manner of payment [SECTION 108]
- ◆ Varying the amount of insurance to be provided [SECTION 109]
- ◆ Requiring an MC to make or pursue an insurance claim in respect of damage to the subdivided building [SECTION 110]
- ◆ Giving consent to owners to alter the common property [SECTION 111]
- ◆ Appointing a managing agent [SECTION 112]
- ◆ Compelling an MC to supply information or documents to an applicant who is entitled to have access to them [SECTION 113]
- ◆ Compelling an owner to grant access to the MC to carry out works [SECTION 114]
- ◆ Resolving disputes between the MC and a sub-MC [SECTION 115]

Referral to the courts

For matters that are outside the jurisdiction of the STB, the disputing parties can seek resolution from the courts.

TWO-TIER MANAGEMENT CORPORATION SCHEME



A two-tier management corporation (MC) is made up of two levels of management—a main MC at the first tier and one or more subsidiary management corporations (sub-MCs) at the second tier. Every two-tier MC has at least one sub-MC. Each sub-MC represents the interest of a particular group of owners having a common interest.

Example

A residential sub-MC, an office sub-MC and a shop sub-MC in a mixed-use development.

What type of property is eligible for two-tier MC schemes

A two-tier MC scheme can be made up of a first-tier MC to take care of the common property used by all subsidiary proprietors (SPs) in the development—for example, driveways and car parks—and a lower-tier of sub-MCs to take care of other parts of the common property.

Example

In a mixed-use development, the residential sub-MC may take care of the swimming pool meant for their use only and the commercial sub-MC may take care of the central air-conditioning of the shops.

A two-tier MC can be formed in the following types of developments.

- ◆ A mix of residential lots and non-residential lots
Example: apartments and retail shops
- ◆ Non-residential lots used for significantly different purposes
Example: office and retail shops
- ◆ Non-residential lots used for the same purpose that are detached from other lots and satisfies prescribed qualifying criteria
Example: two office blocks with each block of strata area of at least 5,000 square metres
- ◆ Different types of residential lots
Example: an apartment block with lifts and one without lifts

[SECTION 77]

Limited common property

When a sub-MC looks after a part of the common property, that part is called a limited common property (LCP). This LCP is marked out for the exclusive benefit and management of the SPs that make up the sub-MC. This sub-MC will manage the LCP in the same way a common property is managed by the main MC. The layout, boundaries and other physical aspects of each LCP must be distinctly and clearly identifiable as well as capable of being marked or described on the strata title plan.

What developments are suitable for a two-tier MC scheme

The factors that determine if a development is suitable for two-tier MC scheme are:

- ◆ the design of the development;
- ◆ the types of user groups in the development; and
- ◆ the types of common property.

Guidelines for evaluating the suitability of a development for a two-tier MC include the following.

- ◆ The layout and physical boundaries of the common property and limited common property must be distinctly and clearly identifiable and capable of being marked or described on the strata title plan to avoid disputes between the main MC and sub-MC, or between two sub-MCs.
- ◆ Each LCP should be managed and used by one sub-MC only and should not be shared by two or more sub-MCs.
- ◆ To facilitate use and management by the strata lot owners of a sub-MC, the LCP should not be physically separated from the sub-MC group but within its boundaries.
- ◆ If a development is small, it is unlikely that there is sufficient LCP to be marked out for a sub-MC to manage meaningfully. In such a case, it is more practical not to have an LCP.

- ◆ There should be sufficient strata lots in each sub-MC to ensure that there are enough owners to serve in the executive committee of each sub-MC and a critical mass to give the sub-MC the economies of scale for maintenance.

Formation of a sub-MC

A sub-MC is formed legally when the strata title plan that demarcates its LCP is filed and registered with the Chief Surveyor and the Registrar of Titles, Singapore Land Authority. An LCP can be created in a new development by the developer who has marked out the LCP on his strata title plan when it is filed with the Chief Surveyor and registered with the Land Titles Registry. There is also a provision to allow existing developments to form sub-MCs [SECTION 76].

Function and administration of sub-MCs

In developments where there are sub-MCs, the main MC continues to retain its powers and duties in matters of common interest to all subsidiary proprietors. A sub-MC has the same powers and duties as the main MC over its LCP and strata lots only. This means that the sub-MC, like the main MC, keeps its own maintenance and sinking funds and budget as well as levies and contributions by SPs. It can also make its own by-laws relating to its LCP. The sub-MC, like the MC, may sue and can be sued. It can also enter into contracts separate from the main MC.

However, the sub-MC does not have the following powers and duties.

- ◆ To execute a transfer of any part of the common property, accept a grant or transfer of any land or lot, or amalgamate or make additions to the common property
- ◆ To execute, accept or surrender a grant of easement or a restrictive covenant
- ◆ To allow improvements or additions to strata lots
- ◆ To maintain the strata roll
- ◆ To insure every subdivided building in the strata development
- ◆ To take care of structural defects in the strata development

[SECTION 79]

The sub-MC is represented in the council of the MC with at least an executive committee member being a council member [SECTION 80].

Contributions by the subsidiary proprietors of a sub-MC

As there are common property and limited common property to be maintained, subsidiary proprietors have to contribute to the management and sinking funds of both the MC and sub-MC they belong to.



A staged development is a project that is built in a few stages instead of being built all at once. This allows the developer to change the types of development to be constructed in subsequent stages. For example, a developer may plan to build a block of residential apartments in the first stage and a block of offices in the second. Later, he may decide to change the block of offices to retail shops. He is allowed to do so provided such changes are disclosed to potential buyers in the staged development contract. This contract is the sale and purchase agreement signed between the developer and the purchaser. The stage development contract must be in a prescribed form and accepted by the Commissioner of Buildings (COB).

Staged development contract

Changes in the types of development are likely to affect the share values that have been allotted earlier. Therefore, the staged development contract must state the range within which the share value could change. The contract should also spell out any provisions for adjustment in the event the range is exceeded (please see also Chapter 1 on share value in a staged development). The staged development contract must also describe two other points: warranted development and authorised proposals.

Warranted development

A warranted development is that which the developer warrants to the buyer will be constructed. If he doesn't, he can be compelled by law to carry it out.

Authorised proposals

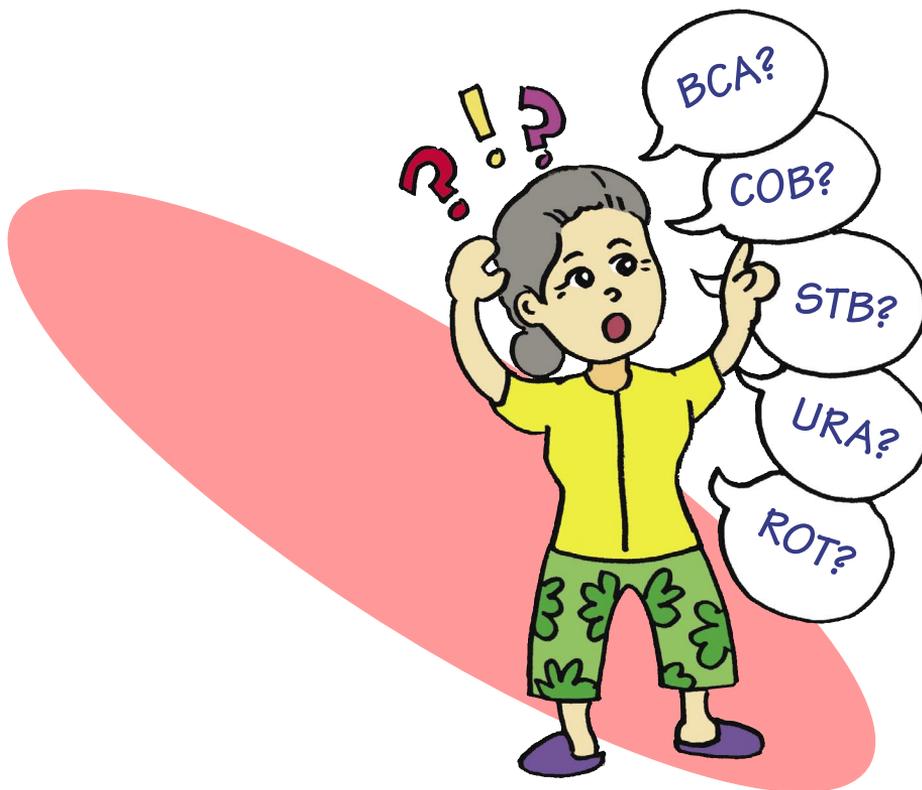
These refer to other proposed developments that the developer is authorised to carry out but may not do so. If he doesn't, he cannot be compelled by law to do so.

Items in the staged development contract

The items to be included in a staged development contract are listed in the Staged Development Regulations. The staged development contract should contain at least the following information.

- ◆ The type of development—warranted development, authorised proposal or a combination of both
- ◆ Description of each development, for example, a block of 20-storey apartments with a swimming pool in stage one and a block of 30-storey offices in stage two
- ◆ Statutory covenants between the developer, subsidiary proprietor and mortgagee
- ◆ The liability of the developer when he uses or maintains the common property that is completed in the earlier stages but used during the development of subsequent stages, for example, a private road completed as part of the first stage for access to construction of the second stage
- ◆ By-laws, easement to be created or entered into the parcel

Any amendment to the staged development contract must be lodged to and accepted by the COB. The subsidiary proprietor (SP), purchaser and mortgagee must be informed of the changes made by the developer [SECTION 121].



Getting information from the management corporation

For a fee, you as an owner can apply to the management corporation (MC) for information such as the name of your estate's managing agent and the names and addresses of the office bearers of the MC. You can also inspect the following records of the MC.

- ◆ Minutes of general meetings of the MC and the council
- ◆ Books of account
- ◆ Other records or documents under the custody of the MC

[SECTION 47]

Getting information from other sources

The following public and private agencies listed below can be contacted for further information or advice relating to strata-titled developments.

For maintenance and management of buildings

Commissioner of Buildings

5 Maxwell Road
#07-00 Tower Block, MND Complex
Singapore 069110
Tel: 6325 7720
Fax: 6325 4437
E-mail: bca_enquiry@bca.gov.sg

For registration of strata title plans

Registrar of Titles

8 Shenton Way
#26-01 Temasek Tower
Singapore 068811
Tel: 6323 9829
Fax: 6323 9937
E-mail: sla_enquiry@sla.gov.sg

To resolve disputes

Strata Titles Boards

45 Maxwell Road
#01-11 The URA Centre East Wing
Singapore 069118
Tel: 6325 1586
Fax: 6325 1607

Singapore Mediation Centre

3 St. Andrew's Road
Third Level, City Hall
Singapore 178957
Tel: 6332 4366
Fax: 6334 4940
E-mail: enquiries@mediation.com.sg

Community Mediation Centre

45 Maxwell Road
#01-03 The URA Centre, East Wing
Singapore 069113
Tel: 6325 1591
Fax: 6227 9201

Real Estate Developers' Association of Singapore (Conciliation Panel)

190 Clemenceau Avenue

#07-01 Singapore Shopping Centre

Singapore 239924

Tel: 6336 6655

Fax: 6337 2217

E-mail: enquiry@redas.com

Note: This panel only resolves disputes that involve members of REDAS.

Singapore Institute of Surveyors and Valuers Mediation Centre

20 Maxwell Road

#10-09B Maxwell House

Singapore 069113

Tel: 6222 3030

Fax: 6225 2453

E-mail: judy@sisv.org.sg

Information on management corporations and managing agents

Association of Management Corporations in Singapore

53-55 West Coast Road

Singapore 127364

Tel: 6774 3295

Fax: 6779 8154

E-mail: mcst_help@amcis.org

Association of Property and Facility Managers

336 Smith Street

#05-308 New Bridge Centre

Singapore 050336

Tel: 6372 1056

Fax: 6222 1415

E-mail: apfm@pacific.net.sg

Singapore Institute of Surveyors and Valuers

20 Maxwell Road

#10-09B Maxwell House

Singapore 069113

Tel: 6222 3030

Fax: 6225 2453

E-mail: sisv.info@sisv.org.sg

Information on housing developers

Real Estate Developers' Association of Singapore

190 Clemenceau Avenue
#07-01 Singapore Shopping Centre
Singapore 239924
Tel: 6336 6655
Fax: 6337 2217
E-mail: enquiry@redas.com

To purchase BMSM Act and Regulations

SNP Corporation Ltd

1 Kim Seng Promenade
#18-01 Great World City East Tower
Singapore 237994
Tel: 6826 9691
Fax: 6820 3341
E-mail: legalpub@snpcorp.com

GLOSSARY

Management corporation

A management corporation (MC) is a body corporate with perpetual succession capable of suing and being sued and comprising as its members all the subsidiary proprietors of the estate. The MC is formed when the strata title plan is lodged with the Chief Surveyor and a strata title application is made to the Registrar of Titles of the Singapore Land Authority. The MC has powers, duties and functions conferred or imposed by law to control, manage and administer the common property for the benefit of the subsidiary proprietors.

Regulation

Subsidiary legislation or regulation prepared under the primary legislation, for example, the Building Maintenance and Strata Management Act.

Strata roll

A register of the owners, mortgagees and share values of each unit in the development.

Strata title plan

A plan showing the strata units and the common property of the estate. It is prepared by a registered surveyor employed by the developer in a form approved by the Chief Surveyor of the Singapore Land Authority.

Subsidiary proprietor

A purchaser to whom the developer has transferred ownership of a unit, as shown on the strata certificate of title.

Temporary occupation permit

A permit issued by the Commissioner of Building Control under the Building Control Act allowing temporary occupation or use of a building when only part of the statutory requirements have been met.

Valid vote

A vote cast by a subsidiary proprietor entitled to vote which is clearly for or against a motion. A vote that is uncertain, for example, for and against the motion or unmarked, is not a valid vote.

Building and Construction Authority, Singapore
5 Maxwell Road #16-00 Tower Block, MND Complex
Singapore 069110