

STRATA LIVING: HARMONY AND MAINTENANCE.

Introduction

It is said that the future housing in Malaysia will be stratified residential property. Rapid surge in population in the urban areas since the 80s has led accelerated urbanization particularly in the Capital City of Kuala Lumpur, Johore and Penang. Scarcity of land in cities increases the need for optimized use of land which resulted in mushrooming of apartments and condominiums. Consequently, strata living has gained popularity since the turn of millennium due to its affordability and ease of access to utilities. The affordability and preferred lifestyle of the millennia in resort living with access to facilities also contributed to the growth of stratified buildings.

Nature of stratified living is living in close proximity. Thus, there is a need to share utilities and facilities amongst the strata residents or proprietors. Due to the height of the buildings, many complicated building services and a crew of professionals are needed as compared to landed properties. Some maintenance of building services has been made mandatory by the authorities (electrical system by the Suruhanjaya Tenaga (ST) and lifts by the Jabatan Keselamatan dan Kesihatan Pekerjaan). This makes harmonious living and building maintenance extremely important. All of these maintenance expenses are meted from the collection of maintenance and sinking funds from the residents or its occupants.

One of the peculiar challenges in a stratified community is the failure to forge harmonious living amongst the residents or occupants. It could be easily triggered when there is delay in building maintenance or disrepair to the building services. It will lead to a boiling point when there is poor collection or non-collection of maintenance funds and contribution to sinking fund.

In 2019 there were 5,675 cases filed in the Strata Management Tribunal (SMT). Exactly 93.23% of the type of cases filed were for non-payment of maintenance charges and contribution to Sinking Fund¹. How significant does it imposes on stratified dwellings in Malaysia?

This paper seeks to examine—

- (a) the correlation of maintenance services in stratified buildings and its wellbeing;
- (b) the importance of collection of maintenance charges and contribution to sinking funds in stratified buildings; and
- (c) the problem contributing to low collection and non-payment of maintenance charges and contribution to sinking fund and its consequences.

¹ Tribunal Perumahan & Pengurusan Strata.

The Law

The law governing strata management is the Strata Management Act 2013 (SMA), Strata Management (Maintenance and Management) Regulations 2015 (SMR), Strata Management (Tribunal) Regulations 2015 (SMTR) and the Strata Management (Compounding of Offences) Regulations 2019 (SMC). The SMA is read and construed with the Strata Titles Act 1985 (STA) so far as the provisions of the STA is not inconsistent with SMA and its regulations.²

The Strata Management Act 2013 [Act 757] (SMA) came into force on 1st June 2015 to enhance and update the governing of strata management of stratified buildings and thus replacing the Building and Common Property Act 2007 [Act 663]. The SMA is equipped with the adversarial process as well as the non-adversarial process that is the negotiation process adopted by the Tribunal to solve conflicts between the residents or proprietors in a stratified building. A lot of conflict arises between the residents or proprietors and the management bodies which originated from low collection or non-collection of maintenance charges and contribution to the sinking fund.

Correlation of maintenance services in stratified buildings and its wellbeing

Unlike landed properties, occupants in stratified buildings live in close proximity with each other. Sharing of building services and utilities is essential. High-rise buildings must be equipped with more complicated building services which amongst others may

² s.3 Strata Management Act 2013

include complex electrical system, firefighting system, vertical transportation systems, plumbing systems, security systems, waste disposal system and cleanliness in common areas. All of these facilities and services must be operated efficiently and professionally by building managers, technicians and service providers in order to sustain its functionality, safety, hygiene, compliance to the related laws and regulations to ensure the well-being living in the strata communities.

Cash flow is the life fluid of operations of these services, be it in commercial or residential stratified premises. Occupants pledge to contribute to a common maintenance fund by entering into a Deed of Covenants for maintenance upon the execution of the Sale and Purchase Agreement (SPA). A list of common utilities is also outlined in the Fourth Schedule of the SPA. A building manager will be appointed from the date of the delivery of vacant possession of the stratified parcel by the developer prior to the formation of the joint management body (JMB). The purpose of collecting the maintenance funds is in order to support the expenses of maintenance and daily operations of the strata housing and the common facilities accordingly. Subsequently, appointment of building managers will be done by the JMBs under the SMA after the first Annual General Meeting.

As stated above, the SMA provides provisions for the management of the common maintenance funds, the authorities of appropriate committees and the spending of the funds which are subject to the decision of various meetings and resolutions. Since the property management involves multiple professionals and service providers, cash flow

management of the maintenance fund and the sinking fund is critical to ensure the success of building maintenance of the stratified properties.

One of the key objectives in property management is to enhance the property values with sound maintenance and continuous upgrading work. There are two (2) major approaches to building maintenance, namely '**Corrective Maintenance**' and '**Preventive Maintenance**'. The former is a reactive approach in which the Management takes remedial actions when there is a breakdown. The latter involves scheduled inspection and close monitoring of various plants and structures with a list of checklists and meter readings in order to collect data of the power and water usage, irregular spike in use and abnormality. It seeks to improve customer satisfaction by preventing unforeseeable breakdown and hassle. During the planning for Preventive Maintenance, scheduled upgrading work, inspection, refurbishment and replacement of plants, utilities and elements are outlined, budgeted for and executed throughout the life cycle of the buildings in order to optimize the service lifespan and customer satisfaction of the occupants. Without satisfactory collection of common funds, all these plans and remedial actions for the well-being of the buildings and occupants cannot be realized.

According to a survey done by Malaysia Institute of Property and Facility Managers (MIPFM) in 2016, 70 percent of property management of apartments and condominiums is "below par" (1 to 2 stars out of 5). The most common consequences of poor maintenance include breakdown of mechanical, electrical and plumbing systems that result in inconvenience, poor safety and loss of access to necessity like

water and electricity, widespread leakages and cracks. Below are examples of information with regards to the consequences of poor building maintenance due to poor collection of maintenance funds:

- (i) **2nd of May, 2017**, a burst water tank in Pangsapuri Cheras Utama sent down collapsed concrete slab crushed to the ground and damaged a Proton Wira and a motorcycle without injury to the pedestrian; ³

- (ii) **24th of July, 2017**, another bursting water tank injured at least four people after a water tank on the fourth floor of a shopping complex in Kuantan broke, forcing gallons of water and debris to fall to the ground below⁴; and

- (iii) **25th of July, 2017**, residents of Block 5 of the Miharja Apartment in Cheras, Kuala Lumpur, have been forced to use the stairs most of the time as its lifts have malfunctioned⁵.

³ <https://www.bharian.com.my/tangki-air-pecah-dinding-pangsapuri-runtuh>

⁴ <https://www.asiaone.com/malaysia/malaysia-shopping-complex-water-tank-bursts-four-hurt>

⁵ <https://www.nst.com.my/actionline/2017/07/254125/apartment-maintenance-lift-out-cheras-misery>



Burst water tank in a 4 storey shopping mall in Kuantan in 2017



Apartment maintenance: A lift out of Cheras misery

These cases are incidents representing a tidy tip of an iceberg of the poor maintenance problems in low and middle costs apartments and condominium in Malaysia. Both cases with burst water tanks occurred due to poor maintenance caused by insufficient maintenance funds. Burst water tanks does not only endanger the general public due to collapsed walls but it also paralysed the operations of the buildings and result in negative publicity. Injury to 4 pedestrians and vehicle in this case will inevitably subject the management into investigation by the authorities and lawsuits.

Without access to vertical transportation systems, the elderly, the sick and the handicapped can hardly manage their daily chores, not to mention about access to healthcare services. To this group of people, vertical transportation system is related to the basic need for livelihood and health. Another critical need of building maintenance with constant outflow of cash is electrical safety. Annual inspection by visiting Professional Engineers for renewal of certificate of registration by ST is mandatory.

According to the ST Regulation 66 & 67, an inspection by a Competent Person (Electrical Services Engineer; Electrical Engineer or Electric Supervisor) is needed at least once a month for an installation not exceeding 600 volts. Installations between 600 volts and 11,000 volts and between 11,000 volts and 13,2000 volts will require two and four visits per month, respectively. Besides, a full time chargeman is needed for maintenance of plants and electrical devices according to the SMA and the regulations.

Nevertheless, critical devices like residual current devices (RCDs) which act as protective relays that switches off the electricity automatically when there is a fault, helps to prevent not only outbreak of fire or electrocution but can also serious injuries and help save lives. It offers a level of personal protection that ordinary fuses and circuit-breakers are unable to provide. The significance of this device cannot be underrated, which is why according to subregulation 110(4) Electricity Regulations 1994, any protective relay and device of an installation will need to be checked, tested and calibrated by a competent person at least once every two (2) years, or at any time as directed by the ST⁶. Without healthy collection of maintenance funds, appointment of competent persons and regular maintenance for these electrical utilities will not be possible and any adverse incidents will be risky and detrimental to the safety of the buildings and occupants thereof.

Most leakage cases are related to the expiry of service lifespan of the utilities. For instance, waterproofing on rooftop typically has limited service lifespan of ten (10) years only. For common areas like walkways and carparks, the lifespan of waterproofing in these areas is typically for five (5) years only. Deterioration of sealant on the facades typically starts after 2 to 3 years. Replacement of sealant is vital in order to prevent rain water ingress into the buildings. Pipes have typical lifespan of around 15 years. In due time, they will leak and replacement will be required. Should all of the above-mentioned utilities be not maintained diligently and refurbished in time, dampness can cause accelerated dilapidation and damage to the buildings. Short circuit may arise if dampness encounters electrical system. Mold, an indoor health

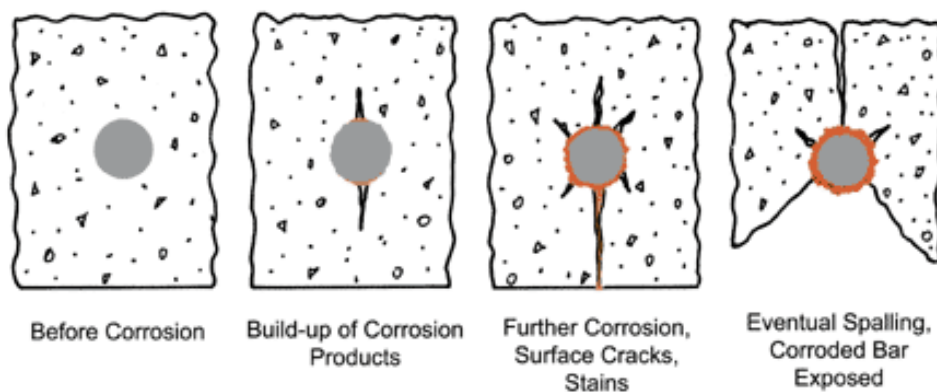
⁶ <https://www.iproperty.com.my/guides/4-duties-of-the-jmb-mc-to-ensure-electrical-safety-compliance-for-strata-properties/> dated 21 Sept 2019

hazard, also sprout as a result of excessive dampness. Spalling, disintegration of concrete and cracking is caused by prolonged exposure of concrete structures to dampness. Mold is a gazetted hazard in the Code of Practice in Indoor Air Quality under the purview of Department of Occupational Safety and Health. World Health Organization and other authorities in hygiene and health like Centre of Disease Control and Prevention (USA), America Industrial Hygienists Association (USA), Environmental Protection Agency (USA) have published abundant literature in the adversity in health risks, public health policies and national productivity of indoor mold.

It is a health threat lurking in our poorly maintained buildings with excessive dampness. *Environmental International*⁷ unveiled that unhealthy level of bacterial and fungal is commonly found in randomly selected schools in the study due to the naturally hot and humid weather in Malaysia. Thus, dampness must be given serious attention in the premises in Malaysia and any leakage must be attended and rectified for the health in general among the strata communities. Excessive dampness and leakage will accelerate the degradation of organic materials. Having two free radicals (electrons), water is readily bond with any organic materials. In this process, Volatile Organic Compounds (VOCs), another gazetted hazard is released into the air. Damp indoor spaces also attract bugs, cockroaches and termites. The metabolites and excretion of these organisms together with the VOCs, worsen the hygiene and indoor air quality which in turn causes deterioration to the health of the occupants.

⁷ Indoor microbiome, environment characteristics and asthma among junior high school students in Johor Bahru, Malaysia. *Environment International* 138 (2020) 105664. www.elsevier.com/locate/envint

On the other hand, according to *Kubal* in his book, *Construction Waterproofing Handbook*⁸ dampness has been known to cause more damage to concrete as compared to fire or natural disasters. Disrepair due to poor maintenance, allow water with carbonic acid from the rain or chloride attack in the premises in marine environment, may bring down the pH of concrete and breakdown the passive protective film that protects the reinforcement steel bars (rebars) against corrosion. Once the corrosion cell is formed with the presence of water and oxygen, corrosion to the rebars will lead to volumetric increase and build-up of stress that crack the concrete from within.⁹



The corrosion cycle of uncoated steel rebar begins with the rust expanding on the surface of the bar and causing cracking near the steel/concrete interface. As time marches on, the corrosion products build up and cause more extensive cracking until the concrete breaks away from the bar, eventually causing spalling.

Spalling, the falling of concrete cover due to the corrosion of rebars is a common sign of disintegration of concrete which effectively weakens the strength and durability of the affected concrete elements. Spalled concrete is also detrimental to the safety of occupants.

⁸ Michael Kubal *Construction Waterproofing Handbook* 2nd Edition ISBN 978-0071489737

⁹ <https://tubingchina.com/Concrete-Corrosion-Resistance-of-Hot-Dip-Galvanized-Reinforcing-Bar.htm>



Spalling of concrete with corroded rebars¹⁰

Diagnosis and rehabilitation of concrete is recommended to comply to EN1504 products and repair of concrete structures. Any rehabilitation starts with corrosion control and restoration of concrete strength. Besides, concrete affected by corrosion due to carbonation and chloride attack requires physical removal of the contaminated concrete or electrochemical removal of the contaminants. Indeed, this is a very costly work which can be prevented if the residents or proprietors pay up their maintenance and contributions to the sinking fund to enable the preventive maintenance to be adopted and practiced.

¹⁰ Self-adaptation

The importance of collection of maintenance charges and contribution to sinking funds in stratified buildings

Under the SMA, in order to support the expenses of maintenance and daily operations and to meet actual and expected capital expenses, the maintenance and the sinking fund are created. Maintenance charges and contribution to sinking fund are an essential part of strata management. Funds in maintenance account are used to finance the daily maintenance expenses, wages of service providers and salary of the management crews. Sinking funds are kept for major refurbishment work, replacement of lift and major plants¹¹. The purchaser or proprietor will pay the maintenance proportion according to the allocated share units of each parcel and the contribution to the sinking fund shall be a sum equivalent to ten per cent of the charges.

The SMA sets out provisions to promote certainty of share units from the early stages of development, outline a greater and complete check and balance on developers in maintaining and managing a strata property and to provide a better definition of the respective roles and responsibilities during the four (4) stages of management by the developer, joint management body (JMB), management corporation (MC), subsidiary management corporation (Sub-MC) respectively and individual strata unit owner.¹²

Maintenance charges are calculated in proportion of share units. The importance of share units is based on the concept that the more share units you own, the more you

¹¹ s.2 Strata Management Act 2013

¹² REHDA Strata Management Handbook 2nd Edition

pay, the more voting rights you have and the more representatives you may nominate to be elected as a committee member. Share units are important to strata property owners for three reasons that is:

- they determine the amount of charges payable;
- they determine the number of votes on a voting by poll; and
- in respect of an owner of two or more parcels, they determine the number of individuals that may be nominated by him for election as a committee member subject to a threshold.¹³

It is important to understand the duties and responsibilities of different stage of the managing bodies and the residents and proprietors in the respective management period with regard to payment of maintenance charges and contribution to the sinking Fund. The duties and responsibilities are as described below:

Developers Management Period

Schedule H of the Sales & Purchase Agreement stipulates that:

1. *'From the date the Purchaser takes vacant possession of the said parcel, the Purchaser shall pay to the Developer the charges, and the contribution to the*

¹³ Andrew Wong Fook Hin. Significance of Share units in strata development www.thestar.com.my

sinking fund for the maintenance and management of the building or land intended for subdivision into parcels and the common property in accordance with the Strata Management Act 2013.

2. The Purchaser shall pay the charges, and the contribution to the sinking fund for the first four months in advance and any payment thereafter shall be payable monthly in advance.'

Thus, the SMA mandated the purchaser and developer to pay the maintenance charges, and contribution to the sinking fund during the developer management period.¹⁴ The purchaser will pay the maintenance proportion according to the allocated share units of his parcel and the contribution to the sinking fund shall be a sum equivalent to ten per cent of the charges. However, the developer is equally bound to pay for the charges and contribution to the sinking fund, in respect of those parcels in the development area which have not been sold and the sum being equivalent to the charges, and contribution to the sinking fund, by the purchasers to the developer had those parcels been sold. It is important for the developer at this stage of management to begin the collection of the maintenance and sinking fund. As Real Estate and Housing Developer Association (REHDA) emphasizes, it is the developer's most important task. The emphasis is with merit as without sufficient funds, the maintenance of the common property and the facilities in the strata development will deteriorate.

¹⁴ s.12(1) Strata Management Act 2013

JMB Management Period

Upon the first Annual General Meeting is called by the developer and the JMB is formed, the JMB is then entrusted with the duty to maintain and manage the building and the common property of the strata development area.¹⁵ It is important to appreciate that the joint management committee (JMC) which is selected to carry out the function of the JMB will manage and maintain the building and the common property and keep it in a state of good and serviceable repair for the benefit of all the strata owners and residents. The JMB is empowered amongst others to determine and impose the maintenance charges in proportion to the allocated share units of their respective parcels and the contribution to the sinking fund. Charges collected shall be deposited into the maintenance account for the purpose of the proper maintenance and management of the buildings or the common property and not for any other purpose. The JMB too has to ensure that the developer pays the maintenance charges and contribution to the Sinking fund for the unsold units from that period onwards. Similar to the developer's management period, there is a duty imposed by the SMA on the parcel owners to pay the charges and contribution to the sinking fund.¹⁶

Management Corporation (MC)

Before the first AGM to create MC

Part V of the SMA imposes the requirement on the developer to determine the charges in proportion to the share units assigned to each parcel and the amount of the contribution to the sinking fund to be paid which is a sum equivalent to ten percent

¹⁵ s.23(3) Strata Management Act 2013

¹⁶ s.25(1) Strata Management Act 2013

(10%) of the charges and the parcel owners or proprietors shall pay the charges, and contribution to the sinking fund.

After Management Corporation created and Subsidiary Management Corporation

At this stage the responsibility to properly maintain and manage the subdivided building or land and the common property and keep it in a state of good and serviceable repair falls upon the MC.¹⁷ The MC is responsible to determine, impose and collect the charges from the proprietors in proportion to the share units or provisional share units of their respective parcels or provisional blocks as well as to determine and impose the contribution to the sinking fund of an amount equivalent to ten percent of the charges. The subsidiary MC has the same duties, powers and responsibility as the MC above.¹⁸

Low collection and non-payment of maintenance charges and contribution to sinking fund and its consequences

Having stated the duties and responsibilities of the managing bodies in their respective managing periods with regard to collection of maintenance and contribution to the sinking fund from the parcel owners, the law has provided sufficient provisions to enable the management to obtain the payment from the defaulting parcel owner by first giving a written notice demanding payment of the sum due within the period as

¹⁷ s.59(1) Strata Management Act 2013

¹⁸ s.64(1) Strata Management Act 2013

may be specified in the said notice which shall not be less than fourteen days or two weeks from the date of service of the notice as determined by the management.¹⁹ The notice of demand shall be in Form 11 or Form 20.²⁰ It is worth to be noted that the non-compliance with the notice of demand *per se* amounts to an offence and is punishable with fine or imprisonment.²¹

If the purchaser or proprietor fails to pay the maintenance charges and the sinking fund contribution, there are a few options open to the managing bodies to recover the said sum owing that is either to file a claim in court to obtain a judgement or a claim in the Strata Management Tribunal (SMT) for an 'Award' or alternatively obtain a warrant of attachment of movable property from the Commissioner of Building (COB).²²

The adversarial process is evident from the above as the adversary party has the equal right to appear before the court or Strata Management Tribunal (SMT). However, there exist a non-adversarial option as provided in the SMT. Before we proceed with the non-adversarial option provided in the SMT, it is pertinent to understand the concept of the warrant of attachment of movable property and its impact on harmonious strata living.

¹⁹ s.34 & s.78 Strata Management Act 2013

²⁰ Regulation 20 & 31 Strata Management (Maintenance And Management) Regulations 2015

²¹ s.34(3) & s.78(3) Strata Management Act 2013

²² s.34(2) & s.78(2) Strata Management Act 2013

The Warrant of Attachment of Movable Property

The warrant of attachment of movable property is issued by the Commissioner of Building (COB) upon a sworn application in writing filed by the developer, any member of the joint management committee or by any member of the management committee of the management corporation authorising the attachment of any movable property belonging to the defaulting parcel owner.²³ The COB, who is the administrator of the SMA,²⁴ are indeed exercising their legally given powers under the SMA when it authorises the attachment of the movable property of the defaulting parcel owner. As earlier mentioned, the purchasers or proprietors are duty bound to pay the charges and contribution to the sinking fund in respect of his parcel to the managing body for the maintenance and management of the buildings and the common property in a development area. If the sum due still remains unpaid after 14 days or two weeks from the date of attachment, the movable property or such portion of the property attached as may be sufficient to realize the sum shall be auctioned conducted by the managing body under the supervision of the COB²⁵. Below are examples of reported photographs of warrant of attachment of movable property.²⁶

²³ s.35 (1) & s.79(1) Strata Management Act 2013

²⁴ s.4 Strata Management Act 2013

²⁵ s.35(8) & 79(8) Strata Management Act 2013

²⁶ <http://www.thestar.com.my>, propertyguru.com.my



Confiscated
Officers from the Kajang Municipal Council's Commissioner of Buildings unit and Urban Wellbeing, Housing and Local Government Ministry seizing items from a defaulter during a raid at an apartment in Bangi.

The Star 5/9/2017



The Star 5/9/2017



The Star 30/1/2019

Residents too however must be aware of their rights under the SMA 2013. For instance, if a parcel owner disputes the legality of the attachment, he may within 14 days of the date of attachment, apply to the Magistrate's Court for an order to release the property wherein the court will then decide on the matter.²⁷ In the event that the auction is proceeded upon, the resident should be made aware that they are entitled to be paid of any surplus or the return of any property unauctioned.²⁸

The House Buyers Association (HBA) holds a reservation on this approach however. They view that whilst the objective behind the seizure and subsequent public auction were meant for the betterment of the common living environment, it would consequently inflict humiliation on the defaulting parcel owner and at the same time flagging the question whether there was any limitation to the power to seize and sell the movable property under the SMA.²⁹ The element of humiliation would be detrimental to the relationship amongst the strata owners. REHDA is of the opinion that when residents engage with each other in a positive and constructive manner, they will foster familiarity, understanding and trust amongst each other. When people are no longer strangers to each other and know and understand one another, then the potential for conflict or misunderstanding is greatly reduced. Parcel owners will understand and appreciate better of the purpose of the managing bodies imposing charges and contributions for the funds. This is essential to a successful strata property's community.³⁰ Does the warrant of attachment of movable property facilitate positive engagement? At the end of the day, the said warrant would be able to

²⁷ s.35(7) & s.79(7) Strata Management Act 2013.

²⁸ s.35(11) & s.79(11) Strata Management Act 2013.

²⁹ HBA insight into Strata Management Legislations

³⁰ REHDA Institute Strata Management handbook 2nd Edition.

determine the problem but it lacks the non-adversarial problem-solving nature that exist in the administration of the Strata Management Tribunal.

Unlike the Debtors Act 1957, certain types of movable property are expressly excluded for example the wearing apparel, cooking vessels, beds or bedding of the judgment debtor, his wife and children, and the tools and implements of his trade to the value of two hundred ringgit in all. The SMA does not categorize the movable property items that can be seized. In the absence of any specific guidelines, religious items and basic necessities for living like rice cookers, gas tanks, water bottles or kettles are bound to be seized. On the 05 Sep 2017, the Malay Mail published an article entitled '*Ministry begins enforcing Strata Act with condo raids, seizure over unpaid maintenance fees*' which reported that amongst the items seized included flat-screen televisions, **rice cookers, gas tanks** and smartphones. To this, the HBA has strongly recommended that gas tanks, rice cooker, stove, pot, bed, cutleries, clothing, utensils are items that ought not be subject to be seized.³¹

Attachment of movable property belonging to a bankrupt defaulting parcel owner too raised an unresolved issue. Thus, it is advisable for the managing body and the COB to ensure that the parcel owner is not a bankrupt as the property will become divisible among his creditors and shall vest in the Director General of Insolvency. One must be cautious not to auction off property vested in the Director General of Insolvency.³²

³¹ HBA insight into Strata Management Legislations

³² s.8(1) Insolvency Act 1967

Strata Management Tribunal (Tribunal)

The Tribunal was established under the SMA 2013. Its Jurisdiction is specified in Part 1 of the Fourth Schedule and where the total amount in respect of which an award of the Tribunal is sought does not exceed two hundred and fifty thousand ringgit and it has the jurisdiction to hear a claim for the recovery of charges, or contribution to the sinking fund, or any amount which is declared by the provisions of the SMA as a debt.³³

The Tribunal has the power to make the following awards³⁴:

1. *The Tribunal may order a party to the proceedings to pay a sum of money to another party.*
2. *The Tribunal may order the price or other consideration paid by a party to be refunded to that party.*
3. *The Tribunal may order the payment of compensation or damages for any loss or damage suffered by a party.*
4. *The Tribunal may order the rectification, setting aside or variation of a contract or additional by-laws, wholly or in part.*
5. *The Tribunal may order costs to or against any party to be paid.*
6. *The Tribunal may order interest to be paid on any sum or monetary award at a rate not exceeding eight per centum per annum.*
7. *The Tribunal may dismiss a claim which it considers to be frivolous or vexatious.*

³³ s.105(1) & Part 1 of the Fourth Schedule Strata Management Act 2013.

³⁴ Part 2 1 of the Fourth Schedule Strata Management Act 2013.

8. *The Tribunal may make any order of which it has the jurisdiction to make under Part 1 of this Schedule or any other order as it deems just and expedient.*

9. *The Tribunal may make such ancillary or consequential orders or relief as may be necessary to give effect to any order made by the Tribunal.*

In a case for non-payment of maintenance and contribution to the sinking fund, the SMT may, amongst others orders or give an award ordering the defaulting purchaser to pay a sum of money to the developer or JMB of MC. A frequent delay to collect the charges may also arise when a purchaser or proprietor being a company, is wound-up but the management body is unsure of the appropriate method to recover the unpaid charges and contribution to the sinking fund. This matter was eventually determined by the decision of the Federal Court in the case of **DUBON BHD V. WISMA COSWAY MANAGEMENT CORPORATION [2020] 6 CLJ 589.**

In this case, a company was the beneficial owner of a stratified dwelling sub-lot but was wound-up. The liquidator requested the developer to execute instruments to transfer the parcel into the Company's name in order to enable the liquidator to sell off the parcel. However, there were debts owed to the Developer and the Management. The issue was whether the sum owed to the developer and management corporation by the wound-up proprietor should rank equal with all unsecured creditors? It was held that the management body do not have a preference as a secured creditor over the assets of a company in liquidation and it would suffice for the recovery to be affected by way of filing of a proof of debt form in the wound-up court. The relevant portion of the judgement is reproduced below:

“To reiterate, the leave question reads as follows: Whether the right of a Joint Management Body or a Management Corporation to collect and receive payment from a proprietor under sections 33 and 77 of the Strata Management Act 2013 respectively, gives it a lawful preference as a secured creditor over the assets of a company in liquidation? (emphasis added)

For the reasons we have enumerated above, we had no hesitation in answering the sole leave question in the negative.

It is apparent from our analysis above that the use of the word ‘guaranteed’ in the SMA ensures and assures straightforward recovery of the debt claimed by the MC. The fact of the existence of a debt is easily established and payment due ‘guaranteed’. What may well remain in issue is limitation. That issue is a matter of law and may be resolved without difficulty. It is certainly not a complex issue that requires adjudication in a court of law. We failed to see any exceptional issue in this case that precluded the respondent from filing a proof of debt in the wound-up court.”

As stated earlier, there exists a non-adversarial method adopted by the SMT which is the negotiation between disputing parties. Regulation 18³⁵ gives the Secretary of the

³⁵ Strata Management (Strata Management Tribunal) Regulations 2015

Tribunal the power to decide and classify the claim either for negotiation or hearing. If the secretary decides it should go for negotiation then the parties will be given a Form 5 (Notice of Negotiation) to attend the negotiation process at a specific date, place and time. Should the parties reach a solution amicably with the assistance of the Secretary or the President, the agreement will be recorded in an award. However, in the event that the parties fail to reach agreement, the matter will be fixed for hearing and a Form 4 (notice of hearing) will be sent informing the parties of the hearing date.

The importance of this provision should not be underestimated. Foreign jurisdiction such as Australia and Singapore have successfully integrated non-adversarial method into their system. There exists an opportunity to understand the problem that arose and allows both parties to arrive at a settlement amicably. On 2nd August 2019, the Star press reported that at an apartment, the execution of the warrant of attachment of movable property was halted due to negotiations between the managing body and the defaulter, and the defaulters paid up the defaulting sum. Harmony is vital in strata living. Hauling up your own neighbours to answer in a Tribunal hearing without an attempt to solve it amicably beforehand through the negotiation process often is the root cause for animosity among the parties and the problem of non-payment may keep repeating itself. However, despite of the expressed provisions, the Tribunal which was operational since 1st July 2015, had only utilised the negotiation process twice. This is despite the fact that the non-payment of maintenance charges and contribution to the sinking fund forms the largest percentage amongst the type of cases filed in the Tribunal.

Dr. Faizal Kamarudin in his paper entitled **RECONCILIATORY AND TRANSFORMATIVE APPROACHES FOR THE STRATA MANAGEMENT TRIBUNAL**³⁶ stated that “... *The analysis of the concept of strata titles systems in this article showed that strata titles systems are a unique form of home ownership as they are based on the concept of self-governance. Such a concept requires members to develop a strong sense of community, civility, respect for privacy and rights of neighbours, a sense of belonging, mutual trust and common responsibility. The negative effects of disputes and conflicts may damage neighbour relations and distort the development of a sense of community. According to Toohey and Toohey, ‘a community with entrenched conflict and deteriorating personal relationships is less likely to competently take responsibility for self-management or easily self-resolve future conflicts. Thus, it is proposed that the tribunal takes a comprehensive, integrated, therapeutic, humanistic and creative problem-solving approach to assist the disputing parties in resolving strata disputes. This can be achieved by the tribunal through the establishment of a well-structured negotiation process that targets mutual settlement, active engagement between the presiding member of the tribunal and the disputing parties; the tribunal taking a more inquisitorial role in resolving the disputes; the tribunal identifies the actual needs of the disputants beyond strict legal and individual rights, duties and liabilities; and finally the tribunal may provide educational experience to the disputing parties so that upon understanding the whole concept of strata living, they may then become effective transformative agents in their own strata neighbourhood.*”

³⁶ (2016) 3 MLJ

The failure to increase the utilisation of the negotiation provisions effectively is partly due to the Ministry of Housing and Local Government (KPKT) Key Performance Indicator (KPI) which does not clearly resonate with the ambit of the SMA. Section 117 of the SMA provides that the SMA shall make its award without delay and, where practicable, within sixty days from the first day of the hearing before the Tribunal commences. Although there exists a time line as to when cases should be completed, the section takes into account the complexity of the strata management matters and does not make it mandatory to end it within 60 days.

The KPKT however, had set out its own KPI for completion for the disposal of strata management cases that are within 150 days from the date of filing of the case. The extent of the miscoordination and implementation of the KPKT's KPI against the working process of the Tribunal as provided in the SMA perhaps is best described by the following table of processes as extracted from the FAQ of the Tribunal as follows:

FAQ No.	Question	Answer
11.	Apakah prosedur untuk memfailkan tuntutan di TPS?	<ul style="list-style-type: none"> i. Pihak Yang Menuntut boleh mendapatkan Pernyataan Tuntutan (Borang 1) dan Borang Butiran TPS di kaunter TPPS, KPKT atau memuat turun kedua-dua borang daripada laman sesawang KPKT. ii. Borang 1 hendaklah diisi dan dilengkapi dalam 4 salinan (salinan tambahan diperlukan sekiranya terdapat lebih daripada seorang penentang)
12.	Apakah proses seterusnya apabila Borang 1 difailkan?	<ul style="list-style-type: none"> i. TPS akan memeteraikan Borang 1 dengan dan akan

		<p>meletakkan tarikh dan menandatangani Borang 1.</p> <p>ii. 2 salinan Borang 1 yang telah dimeterai akan dipulangkan kepada Pihak Yang Menuntut.</p> <ul style="list-style-type: none"> • Satu salinan Borang 1 adalah salinan Pihak Yang Menuntut. • Satu salinan Borang 1 untuk Pihak Yang Menuntut serahkan kepada Penentang. <p>iii. Notis Pendengaran (Borang 4) akan dikeluarkan kepada Pihak Yang Menuntut. Borang 4 tersebut akan menyatakan tarikh, masa dan tempat pendengaran.</p>
13.	<p>Apakah kaedah penyerahan Borang 1 kepada Penentang?</p>	<p>Pihak Yang Menuntut perlu menyerahkan Borang 1 kepada Penentang dalam tempoh 14 hari dari tarikh Borang 1 termeterai dikeluarkan oleh TPS. Pihak Yang Menuntut boleh menyerahkan Borang 1 kepada Penentang melalui kaedah-kaedah berikut:</p> <p>i. Secara serahan tangan. Contoh bukti penyerahan bagi kaedah ini adalah salinan akuan penerimaan / tandatangan / cop penerimaan / gambar penyerahan dan tarikh penyerahan.</p> <p>ii. Melalui pos berdaftar yang dialamatkan kepada alamat perniagaan, petak atau kediaman yang akhir diketahui bagi Penentang. Contoh bukti penyerahan bagi kaedah ini adalah bukti pengeposan.</p> <p>iii. Melekatkan Borang 1 pada bahagian utama di alamat perniagaan, petak atau kediaman yang akhir diketahui</p>

		bagi Penentang. Contoh bukti penyerahan bagi kaedah ini adalah gambar Borang 1 dilekatkan di premis tersebut dan tarikh penyerahan.
14.	Apakah yang perlu dilakukan oleh Penentang apabila menerima Borang 1?	<p>Dalam tempoh 14 hari dari tarikh Penentang menerima Borang 1, Penentang hendaklah memfailkan Pernyataan Pembelaan dan Tuntutan Balas (Borang 2) dalam 4 salinan di TPS. Pemfailan Borang 2 boleh dilakukan melalui 2 kaedah iaitu:</p> <p>a. Pemfailan di Kaunter TPPS, KPKT bersama dengan fi pemfailan sebanyak RM100.00 (kediaman) atau RM 200.00 (komersial / industri) dalam bentuk wang tunai / wang pos / bank draf / kiriman wang atas nama Ketua Setiausaha Kementerian Perumahan Dan Kerajaan Tempatan.</p> <p>Bayaran melalui cek peribadi tidak akan diterima.</p> <p>b. Pemfailan juga boleh dibuat dengan menghantar Borang 2 melalui Pos bersertakan dengan fi pemfailan RM100.00 (kediaman) atau RM 200.00 (komersial / industri) dalam bentuk wang pos / bank draf / kiriman wang atas nama Ketua Setiausaha Kementerian Perumahan Dan Kerajaan Tempatan. Bayaran melalui cek peribadi tidak akan diterima.</p> <p>*Penentang hendaklah mengisikan nama Ketua Setiausaha Kementerian Perumahan Dan Kerajaan Tempatan pada wang pos / bank draf / kiriman wang sebelum pengeposan.</p> <p>*AMBIL PERHATIAN bahawa TPS tidak menerima wang tunai melalui pos.</p>
15.	Apakah proses seterusnya apabila Borang 2 difailkan?	i. TPS akan memeteraikan Borang 2 dengan meterai TPS

		<p>dan akan meletakkan tarikh dan menandatangani Borang 2.</p> <p>ii. 2 salinan Borang 2 yang telah dimeterai akan dipulangkan kepada Penentang.</p> <ul style="list-style-type: none"> • Satu salinan Borang 2 adalah salinan Penentang. • Satu salinan Borang 2 untuk Penentang serahkan kepada Pihak Yang Menuntut.
16.	Apakah kaedah penyerahan Borang 2 kepada Pihak Yang Menuntut?	<p>Penentang perlu menyerahkan Borang 2 kepada Pihak Yang Menuntut dalam tempoh 14 hari dari tarikh Borang 2 termeterai dikeluarkan oleh TPS. Penentang boleh menyerahkan Borang 2 kepada Pihak Yang Menuntut melalui kaedah-kaedah berikut:</p> <p>i. Secara serahan tangan. Contoh bukti penyerahan bagi kaedah ini adalah salinan akuan penerimaan / tandatangan / cop penerimaan / gambar penyerahan dan tarikh penyerahan.</p> <p>ii. Melalui pos berdaftar yang dialamatkan kepada alamat perniagaan, petak atau kediaman yang akhir diketahui bagi Pihak Yang Menuntut. Contoh bukti penyerahan bagi kaedah ini adalah bukti pengeposan.</p> <p>iii. Melekatkan Borang 2 pada bahagian utama di alamat perniagaan, petak atau kediaman yang akhir diketahui bagi Pihak Yang Menuntut. Contoh bukti penyerahan bagi kaedah ini adalah gambar Borang 2 dilekatkan di premis tersebut dan tarikh penyerahan.</p>
17.	Apakah yang perlu dilakukan oleh Pihak Yang Menuntut apabila menerima Borang 2?	<p>Sekiranya terdapat Tuntutan Balas dalam Borang 2, dalam tempoh 14 hari dari tarikh Pihak Yang Menuntut menerima Borang 2, Pihak Yang Menuntut hendaklah</p>

		<p>memfailkan Pembelaan Kepada Tuntutan Balas (Borang 3) dalam 4 salinan di TPS. Pemfailan Borang 3 boleh dilakukan melalui 2 kaedah iaitu:</p> <p>Pemfailan Borang 3</p> <p>a. Pemfailan di Kaunter TPPS, KPKT bersama dengan fi pemfailan sebanyak RM100.00 (kediaman) atau RM 200.00 (komersial / industri) dalam bentuk wang tunai / wang pos / bank draf / kiriman wang atas nama Ketua Setiausaha Kementerian Perumahan Dan Kerajaan Tempatan.</p> <p>Bayaran melalui cek peribadi tidak akan diterima.</p> <p>b. Pemfailan juga boleh dibuat dengan menghantar Borang 3 melalui Pos bersertakan dengan fi pemfailan RM100.00 (kediaman) atau RM 200.00 (komersial / industri) dalam bentuk wang pos / bank draf / kiriman wang atas nama Ketua Setiausaha Kementerian Perumahan Dan Kerajaan Tempatan.</p> <p>Bayaran melalui cek peribadi tidak akan diterima.</p>
18.	<p>Apakah proses seterusnya apabila Borang 3 difailkan?</p>	<p>i. TPS akan memeteraikan Borang 3 dan akan meletakkan tarikh dan menandatangani Borang 3</p> <p>ii. 2 salinan Borang 3 yang telah dimeterai akan dipulangkan kepada Pihak Yang Menuntut.</p> <ul style="list-style-type: none"> • Satu salinan Borang 3 adalah salinan Pihak Yang Menuntut. • Satu salinan Borang 3 untuk Pihak Yang Menuntut serahkan kepada Penentang.

19.	Apakah kaedah penyerahan Borang 3 kepada Penentang?	<p>Pihak Yang Menuntut perlu menyerahkan Borang 3 kepada Penentang dalam tempoh 14 hari dari tarikh Borang 3 termeterai dikeluarkan oleh TPS. Pihak Yang Menuntut boleh menyerahkan Borang 3 kepada Penentang melalui kaedah-kaedah berikut:</p> <ul style="list-style-type: none"> i. Secara serahan tangan. Contoh bukti penyerahan bagi kaedah ini adalah salinan akuan penerimaan / tandatangan / cop penerimaan / gambar penyerahan dan tarikh penyerahan. ii. Melalui pos berdaftar yang dialamatkan kepada alamat perniagaan, petak atau kediaman yang akhir diketahui bagi Penentang. Contoh bukti penyerahan bagi kaedah ini adalah bukti pengeposan. iii. Melekatkan Borang 3 pada bahagian utama di alamat perniagaan, petak atau kediaman yang akhir diketahui bagi Penentang. Contoh bukti penyerahan bagi kaedah ini adalah gambar Borang 3 dilekatkan di premis tersebut dan tarikh penyerahan.
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From the table above, at para 12 the cases are fixed for hearing automatically. Thus, the provisions for negotiation under Regulation 18 of the SMR has been rendered redundant. Note that the number of days given to serve the relevant documents by each party is 42 days. There is a balance of 108 days left for the Tribunal to litigate the dispute. On the day of hearing, adjournments may occur due to unforeseeable conditions affecting the parties or the Presidents who preside over the hearings who

are mainly advocates and solicitors, appointed by the Minister, and may have their own other professional commitments which needs to be given priority over the SMT's proceedings. This may in turn result into SMT cases to be adjourned. The fact that the parties at the SMT proceeding is precluded from being represented by practising lawyers too would contribute to affect the efficacy to dispose-off the SMT cases. In the quest of ensuring the disputing parties were accorded a fair opportunity to each party's case, the President presiding over the case too may exercise his discretion to grant adjournment.

During the course of the trial, questions pertaining to technical or fiscal matter may arise which would warrant for the SMT's technical or fiscal team to examine and submit their reports to the SMT to enable the president to arrive at a fair and just decision. The technical or fiscal team is allowed to submit their report within-60 days from the date of receipt of the instruction. The balance of the KPI days would stand at 48 days at best for the Tribunal to come and deliver its decision with or without needing to hear testimonies of witnesses as the parties may wish to tender. All of these scenarios indeed may warrant for SMT cases needing a period exceeding 150 days. The SMT should not under any circumstance be rushed to dispose-off proceedings on grounds of complying the Ministry's KPI.

If the SMT were to allow the parties to conduct settlement negotiation first, it may also contribute to adjournment.³⁷ The settlement negotiation will consume a certain amount

³⁷ Regulation 22 Strata Management (Strata Management Tribunal) Regulations 2015

of days and if the parties fail to reach amicable settlement,³⁸ the said dispute will be fixed for hearing. Form 4 will be issued which will take another 14 days thus may likely contribute the disposal of the case to exceed the 150 days of the Ministry's KPI. As such, cases are fixed for hearing once it is filed and the Form 4 bearing the date of the first hearing is given automatically on the day of filing thus giving no room at all for a negotiation process, unless pleaded by the parties or the presiding President views it as an option for speedy settlement. Under the whole circumstances, the KPI of the Ministry and the provision of s.117 requirement ought to be harmonised for the benefit of strata dwellers and the Tribunal is not unnecessarily rushed to dispose-off the cases.

Other Contributing Factors

Bulk Filing

Bulk filing or "*Pemfailan Berkelompok*" is an approach adopted by the managing bodies against multiples defaulting parcel owners where the cases can reach up to 50 to 60 cases per strata development. Of late, it is common practise for management committees to proceed with bulk filing for maintenance claims in the SMT. When this occurs, it may lead to some complications. Form 1 has a 30-day expiry period whilst when a single case is filed at the SMT, the document will be quickly processed and returned to the claimant within the same day along with the date of hearing in Form 4.

³⁸ Regulation 21 Strata Management (Strata Management Tribunal) Regulations 2015

The Claimant is required to serve on the Respondent within 14 days therefrom. However, when bulk filing is done by the managing bodies, the filings will take time to be processed by the limited strength of the Tribunal staff. Due to the enormous bulk of these types of cases, the managing body may not receive the Form 1 documents right away but within a delay of 3 to 7 days later. Once the managing body receives the return of Form 1, there will be another delay due to the need to prepare to serve on the respondents within 14 days. Notwithstanding of the 3 methods of service as provided under the Strata Management Act and the Regulations made thereunder, the delay in serving of the documents within 14 days is more likely to occur.

During the course of the hearing, it is also common for parcel owners to come to the SMT after receiving Form 4 from the Tribunal but who have yet to receive the Form 1. This compels the President of the Tribunal to adjourn the hearing to enable the parcel owners to be served with Form 1 to prepare and defend the case against them by filing Form 2. These related delays coupled with issues of bulk filings as mentioned above directly frustrates the speedy disposal of the claim by the management bodies to recover³⁹ the indebted maintenance charges and contribution to the sinking fund.

The Agony of Reminders

Another instance that impedes the swift disposal to recover the indebted maintenance charges and contribution to the sinking fund is the adoption of 'reminders to defaulters to pay up'. Whilst the reminder is considered as friendly approach, its indiscriminate

³⁹ Regulation 50 Strata Management (Strata Management Tribunal) Regulations 2015

usage often stifles the collection process. These reminders are not a legal requirement under the law but rather are purely administrative. An extra 14 days are given to defaulters for the first reminders and may culminate into further delays for subsequent reminders before proceeding to serve Form 11 or Form 20.

Unresolved Questions

Notwithstanding the fact that the parcel owners failed to comply with the provisions for payment of charges despite it is clearly spelt out in the SMA, the management bodies reaction to resort to actions beyond the purview of the SMA as a mean to force the defaulting parcel owner to pay for the maintenance charges and contribution to the sinking fund is unthinkable. Perhaps what hinders parcel owners from discharging their duty under the Act is the manner and conduct of the Managing bodies. There are many cases when there is a default, instead of proceeding in the manner as stipulated in the SMA, the management bodies proceed to cut off the water supply to the defaulting parcel. The JMB and MC are creatures of the SMA. Its rights and obligations arise under the SMA. Hence, the recovery of funds from defaulting parties or other related matters governed under the SMA must be in accordance with the provisions of the SMA. There is no rational explanation whatsoever or howsoever for managing bodies not adhering to the legal mechanism to recover the sums due as provided by the Act. There is no slightest provision in Act 757 which provides or suggest to confer the power on managing bodies to disrupt water supply of parcel defaulters. Disruption of water supply is illegal and ultra-vires the SMA.

Non-provision of Building Maintenance

There is a strong correlation of the reluctance of some residents to pay in certain stratified building areas which were due to the poor maintenance of the building. The common question posed is that the charges were not commensurate or justify for the unsatisfactory maintenance service rendered or the non-service thereof. It is to be noted that under SMA, the residents are also entitled to bring a claim against the managing bodies inter alia, concerning the performance or failure to perform their duties under the SMA. In this respect, the COB must ensure parcel owners equally are aware of their rights under the SMA

Share Units vs. Square Feet Calculation

Issues may also arise and contribute to the delay of payment of the maintenance and contribution to the sinking fund as conflict arises as to whether the charges should be paid on the basis of per square feet or share units. This matter was raised to the Court of Appeal in the case of **EKUITI SETEGAP SDN BHD V. PLAZA 393 MANAGEMENT CORPORATION (ESTABLISHED UNDER THE STA 1985) (2018) 4 MLJ 284**. The court held that it was clear, particularly by reference to s.36(c) of the Strata Titles Act (STA) that there was an express statutory provision on how the maintenance charges should be calculated. It was the share unit that should form the basis of the proportions payable by the defendant of the maintenance charges, The levy based on the area or square foot was not provided for under the STA. Despite of the express and clear provision of s.36(c) and under the SMA, many maintenance bodies are still using the square foot basis in determining the maintenance charges which creates conflict

among the residents and ultimately leads to non-payment of the charges as a sign of protest by the parcel owners.

Delay in Registration of Tribunal Award in Court

The process of registering an award in court to enforce the Tribunal's award⁴⁰ which was not complied is not without its problem. Due to the enormous volume of notice of non-compliance of awards filed in the SMT, the processing of the next course of action to register the award in the civil court would consume times. Delay is inevitable. Once the award is sent to the civil court, the court registry will be burdened with the responsibility to register the various types of the Tribunal's awards.

Incompetent Management

Incompetent management committee does contribute to the funds not being collected properly. They are not conversant with the type of the specified forms to be used to obtain the maintenance charges and contribution to the sinking fund. Very often Form 11 and Form 20 is modified to suit a specific management and in that process altered the wordings in those forms. Parcel defaulters do not pay up due to the confusion in the wording in Form 11 or Form 20. Even when Form 1 is filed, respondents do not pay up their dues as the amount claimed by the management differs from the unaltered Form 11 or form 20.

⁴⁰ s.120 (2) Strata Management Act 2013

Enforcement

When a case is filed against the parcel defaulter, the SMT may order an award for the defaulter to pay the amount owed which shall be final and binding on all parties to the proceedings. The defaulter must pay the amount owed usually within 30 days, unless otherwise ordered by the Tribunal. If the defaulter fails or refuses to comply with the said award, it amounts to a non-compliance of the award⁴¹. The managing body will then file a notice of non-compliance in the SMT whereby the SMT will register the award in the civil court and the award shall then be deemed a court's order. When the registered order is returned, the managing body will have two course of actions.

Firstly, the managing body can enforce the registered award in the civil court⁴² and secondly, since the non-compliance of an award made by the SMT is an offence under section 123 of the SMA, the COB may prosecute the defaulter in court whereby the parcel defaulter will, upon conviction be liable to a fine not exceeding two hundred and fifty thousand ringgit or to imprisonment for a term not exceeding three years or both.

It's worth to be noted that most managing bodies will not opt to go thru the hassle of going to court to enforce the Tribunal's award. The managing bodies will rather rely on the COB to prosecute the defaulters. It must be understood that the prosecution initiated by the COB on the non-compliance of the SMT award is not for obtaining the maintenance charges for the managing bodies but to punish the parcel defaulter of the various offences committed under s.123 of the SMA. There are approximately 39

⁴¹ s.123 Strata Management Act 2013.

⁴² S.120(1)(b) Strata Management Act 2013

offences under the SMA to ensure that the objective of self-governance by the managing body is achieved.⁴³ The SMA laid out comprehensive provisions for the for the administration of stratified housings but if the managing bodies are unable to comply due to poor cash flow in the collection and contribution of the maintenance and sinking funds, it will be futile and may lead to major defects to the building and common property which threatens the safety and health of Strata unit residents and proprietors.

Conclusion

In conclusion, the quality of life and wellbeing in strata communities is strongly linked to the due collection and contribution and the management of the maintenance and sinking fund. The adverse impacts of poor maintenance may lead to loss of life, health and well-being of the occupants. Besides, the ramification of failure to execute due maintenance and improvements may cause severe and irreversible damage to the buildings. The managing bodies, the KPKT, COB and the SMT should continue to inculcate awareness on the importance for strata parcel owner or occupiers to honour their pledge to pay and contribute to the maintenance and the sinking funds in order to preserve and sustain the building for their safety, harmony living and well-being.

⁴³ s.6(6),s.6(7),s.9(5),s.10(7),s.11(7),s.12(5),s.12(6), s.12(9),s.13(3),s.14(5), s.15(4), s.18(2), s.25(6), s.26(5), s.27(4), s.29(3), s.30(2)(3), s.34(3),s.48(4), s.49(3), s.50(4), s.51(3), s.52(4), s.52(5), s.53(3), s.54(5), s.55(4), s.57(2), s.62(5), s.72(2)(3), s.78(3), s.89(5), s.91(2), 92(6), s.123, s.126(7), s.133, s.134(3), s.151(2) Strata Management Act 2013.