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DISTRICT JUDGE
SIA AIK KOR
1 SEPTEMBER 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 280

District Court Originating Claim No 1747 of 2024

Between

EG Development Pte. Ltd.

... Claimant/Defendant in Counterclaim

And

- (1) Our Cocomo Pte. Ltd.
- (2) Won Shi Lin, Yura

... Defendants/Claimants in Counterclaim

JUDGMENT

[Landlord and Tenant — Covenants — Quiet enjoyment]
[Landlord and Tenant — Covenants — Repair]
[Landlord and Tenant — Rent and service charges]

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EG Development Pte. Ltd.
v
Our Cocomo Pte. Ltd. & anor

[2026] SGDC 280

District Court Originating Claim No 1747 of 2024
District Judge Sia Aik Kor
11, 18, 19, 20 May, 7 August 2026

1 September 2026

Judgment reserved.

District Judge Sia Aik Kor:

1 EG Development Pte Ltd (“EGD” or the “Claimant”) is the subsidiary proprietor of, and the owner entitled to possession of the property known as 81 Lorong K Telok Kurau #05-06 Singapore 425711, Cubik (the “Premises”). By a tenancy agreement in writing dated 9 May 2023 (the “First Tenancy Agreement”), EGD let to Our Cocomo Pte Ltd (“Cocomo” or the “First Defendant”) the Premises for 12 months, commencing 31 May 2023 at a monthly rent of \$8,888 payable monthly in advance without deduction whatsoever on the last day of each calendar month. By a second tenancy agreement in writing dated 15 March 2024 (“Second Tenancy Agreement”), the lease was renewed for another term of 12 months commencing 31 May 2024 at a monthly rent of \$7,800. Won Shi Lin Yura (“Yura” or the “Second Defendant”), the sole shareholder and a director of Cocomo, is listed as an

occupier of the Premises under the tenancy agreements. Cocomo and Yura are collectively referred to as the “Defendants”.

The Claimant’s case

2 EGD claimed that in breach of clause 7(a) of the Second Tenancy Agreement, Cocomo failed to pay rent of \$7,800 from 31 July 2024. By way of a letter dated 13 August 2024, EGD demanded from Cocomo payment of all rent in arrears including interest on arrears calculated in accordance with clause 7(c) of the Second Tenancy Agreement within a day. By way of the same letter, EGD also notified Cocomo to deliver up possession of the Premises by 19 August 2024. As Cocomo did not do so, EGD claimed that it is entitled, under clause 7(a) of the Second Tenancy Agreement, to re-enter the Premises and terminate the Second Tenancy Agreement. Pursuant to section 28(4) of the Civil Law Act 1909, EGD claimed double-rent as against Cocomo at the rate of \$15,600 per month commencing 20 August 2024.

3 EGD claimed that Cocomo had also breached clauses 4(d), 4(h) and 4(n) of the Second Tenancy Agreement.

4 First, Cocomo has failed to allow EGD’s pool maintenance contractor to enter the Premises for the purposes of maintaining the swimming pool. EGD claimed that during the period when the First Tenancy Agreement was in force, there were 12 occasions where Cocomo, through Yura, had failed to allow its pool maintenance contractor to enter the Premises for the weekly cleaning of the Premises’ swimming pool despite advance notice. This amounted to a breach of clause 4(h) of the First Tenancy Agreement under which Cocomo agreed to permit EGD and its agents, surveyors and workmen with all necessary appliances to enter upon the Premises at all reasonable times by prior appointment for the purpose whether of viewing the condition thereof or of

doing such works and things as may be required for any repairs, alterations or improvements whether of the Premises or of any parts of any building to which the Premises may form a part of or adjoin.

5 On or about 16 May 2024, EGD discovered that the discharge pipe of the Premises was choked with dirt, rocks and sediment due to a lack of maintenance of the swimming pool. EGD had to engage a licensed plumber at its own costs to clean up the swimming pool and the discharge pipe, which it would not have incurred but for Cocomo's breach of clause 4(h) of the First Tenancy Agreement.

6 Cocomo, through Yura, had also failed to allow the pool maintenance contractor to enter the Premises for the weekly cleaning of the swimming pool on 7 August 2024, 25 September 2024, 28 September 2024 and 2 October 2024.

7 Secondly, EGD claimed that Cocomo had failed to properly maintain the Premises.

8 As against Cocomo, EGD claimed (a) rent amounting to \$5,032.26 for the period from 31 July 2024 to 19 August 2024; (b) double rent at the rate of \$15,600 per month from 20 August 2024 until delivery up of possession of the Premises; (c) damages to be assessed in respect of Cocomo's breaches of clauses 4(d), 4(h) and/or 4(n) of the tenancy agreements.

9 As against Yura, EGD claimed that as director of Cocomo and occupier of the Premises under the tenancy agreements, she owed a duty of care to EGD to comply with clauses 4(d), 4(h) and 4(n) of the tenancy agreements. It was reasonably foreseeable that Yura's failure to properly maintain the premises

would cause harm to EGD. EGD therefore claimed against Yura damages to be assessed for breaches of her duty of care.

10 In the affidavit of Pun Chiu (“Cynthia”), the Claimant quantified the damages to be in the sum of \$84,584.18. The amount comprises

- (a) \$46,296.78 for unpaid rent;
- (b) \$33,855.40 for rectification costs post-recovery of the Premises;
- (c) \$2,862.00 in respect of an invoice issued by Guan Teck Construction 2000 Pte Ltd (“Guan Teck”) on 29 December 2023 for rectification works relating to water seepages at the Premises;
- (d) \$1,400.00 in respect of an invoice issued by Quartz Water Technology Pte Ltd (“Quartz Water”) dated 25 April 2024 for replacement of filter pump at the Premises; and
- (e) \$1,700 in respect of an invoice issued by Quartz Water dated 25 April 2024 for replacement of lights and light driver of the swimming pool at the Premises.

The Defence and Counterclaim

11 Cocomo admitted that rent has not been paid from 31 July 2024. However, Cocomo claimed that it is entitled to set-off its own claims for EGD’s own breaches of the tenancy agreement. Cocomo disputed that the 13 August 2024 letter amounted to the exercise of the right of re-entry under clause 7(a) of the Second Tenancy Agreement and that the lease was determined on 20 August 2024. Cocomo’s position is that the amount of rent that double rent is calculated from should be reduced owing to the defects to the Premises which EGD has

failed to satisfactorily rectify. The Defendants vacated the Premises on 9 November 2024.

12 The Defendants denied that they had breached clause 4(h) of the First Tenancy Agreement. Their position was that EGD had informed them that the pool maintenance service was optional and that they were entitled to decline pool maintenance services at their convenience, as pool maintenance was always conducted every Wednesday morning when Yura was usually at work and not at the Premises. EGD did not insist on the necessity of pool maintenance to the Defendants until around April 2024. Nevertheless, the pool maintenance contractor was allowed into the Premises as and when Yura was at home when they visited.

13 The Defendants did not know whether the discharge pipe on the Premises was choked on 16 May 2024 or why it was choked. They were informed by EGD that there was a problem with the swimming pool pump on or around April 2024. However, EGD had agreed to replace the swimming pool pump and carry out the associated rectification works at their own cost. There was regular maintenance conducted by the pool maintenance contractor from May 2024 onwards. The Defendants had allowed the pool maintenance contractor regular access to the Premises on alternative dates when Yura was unavailable, including 10 August 2024, 28 September 2024 and 5 October 2024.

14 In respect of EGD's claims, Cocomo averred that any claim needs to be set off against the security deposit of \$8,888 that has already been paid to EGD.

15 Yura denied that there is any breach in respect of any duty of care owed to EGD in their landlord-occupier relationship.

Counterclaim

16 Cocomo claimed that under the tenancy agreements, EGD owed the following obligations in respect of the Premises

- (a) to allow Cocomo quiet enjoyment under clause 6(a);
- (b) to keep the roof, ceiling, main structure, walls, floors, wiring and pipes of the Premises in good and tenantable repair and condition under clause 6(b);
- (c) to ensure that the Premises are fit for human habitation as an implied term;
- (d) to ensure that the Premises are safe and secure by maintaining adequate security such as a closed-circuit television (“CCTV”) system and a security post as an implied term.

17 Yura claimed that she is also entitled to the benefits of the above-mentioned terms of the tenancy agreements pursuant to the Contracts (Rights of Third Parties) Act 2001. In the alternative, EGD owed Yura a common law duty of care as between landlord and occupier to ensure that the Premises were free from water seepage, electrical defects and that the development was safe and secure.

18 The Defendants claimed that EGD breached such obligations by failing to address severe and chronic water seepage on the Premises. The Defendants referred to the following list of water seepage events:

- (a) There was water seepage in the master bedroom toilet on or about 24 November 2023.

- (b) On 19 December 2023, water seepage occurred in multiple locations in the Premises causing the entire first floor of the Premises to flood. The walls of the common bedroom were very damp and caused the room to be extremely humid. As a result, the bedroom was not usable for its intended purpose and Yura's daughter, Won Ha Ra, had to stay in another residence. The vinyl flooring of the master bedroom and common bedroom were also damaged .
- (c) On 14 May 2024, there was water seepage across the living room, the common bedroom and the master bedroom.
- (d) On 16 May 2024, there was water seepage throughout the Premises, which caused flooding across the entire first floor of the Premises.
- (e) On or around June 2024, there was water seepage on the second floor.

19 The Defendants also claimed that the Premises was plagued by electrical issues such as the following:

- (a) Since June 2023, the living room lights could not be switched off and were perpetually on.
- (b) Since August 2023, the master bedroom lights could not be turned on or off without first turning on the lights for the entire unit, before making individual adjustments to each of the lights in each room.
- (c) On 21 June 2024, there were electrical outages affecting the second floor of the Premises.

20 The Defendants claimed that the water seepage and flooding caused damage to the Defendants' belongings including:

- (a) The packaging and authenticity certificate of a Richard Mille RM 67-01 watch which has resulted in an estimated \$42,470 diminution of value;
- (b) The packaging and authenticity certificate of a F.P Journe Elegante White Diamond Full watch, which has resulted in an estimated \$15,500 diminution of value;
- (c) The packaging and authenticity certificate of a Cartier white gold, ceramic and diamond love bracelet, which has resulted in an estimated \$3,325 diminution of value;
- (d) The packaging and authenticity certificate of a Ulysse Nardin Freak X watch which has resulted in an estimated \$3,400 diminution of value;
- (e) The packaging and authenticity certificate of a Hermes Kelly 32 handbag which has resulted in an estimated \$1,345 diminution of value; and
- (f) Various other items.

21 Cocomo also claimed damages to be assessed for the inability to use various parts of the Premises as intended and that the measure of damages should be an abatement of rent for the period which the use of the Premises is disrupted due to the water seepage and electrical issues. Yura also claimed for loss of amenity caused by stress and inconvenience, as well as the additional time spent maintaining the unit to address the water seepage and electrical issues quantified at \$40,000. Yura also claimed the amount of \$801.45 on additional

cleaning materials as well as dehumidifiers at \$1,500. The Defendants claim a total of \$122,755.22 as damages.

The Defence to the Counterclaim

22 EGD averred that Cocomo's right to quiet enjoyment under clause 6(a) of the tenancy agreements is subject to its obligations prescribed under the tenancy agreements. Clause 3 of the First Tenancy Agreement provides for a one-month defect free period during which the landlord shall bear all costs of repair for any defects that surface, unless such defects are caused by the tenant's own negligence, in which event the tenant shall bear such repair costs. EGD claimed that the implied term that EGD must ensure that the Premises are fit for human habitation is incompatible with Clause 3 and/or the exclusion of Clause 3 in the Second Tenancy Agreement.

23 EGD claimed that prior to Yura moving into the Premises in or around May 2023, EGD's property agent and one of EGD's former employees, Caroline, had conducted a joint inspection with Yura and the Premises were observed to be in a proper and habitable condition. Once Cocomo took over possession of the Premises pursuant to the tenancy agreements, the obligation is on Cocomo and Yura to maintain the Premises. The water seepage and electrical issues were the result of the Defendants' own breaches of their obligations. The Defendants are estopped from raising water seepage or electrical or security issues within the Premises given that Cocomo had entered into the Second Tenancy Agreement albeit at a lower rent of \$7,800 notwithstanding its full awareness of the same by then and had refused to vacate the Premises despite its breaches of its obligations under Clause 7(a) of the tenancy agreements.

24 EGD had requested its contractor to rectify the electrical issues at their convenience without charging the Defendants, purely out of goodwill. Nevertheless, EGD referred to clause 7(b) where the landlord is not to be held to have waived the conditions where the landlord has permitted the tenant to do any act in breach of the conditions and the landlord shall always have the right to enforce such conditions or stipulations notwithstanding any antecedent breach of the conditions or stipulations permitted by the landlord.

25 EGD claimed that the alleged losses were the result of the Defendant's own breaches of their obligations under the tenancy agreements and/or under common law and were hence self-inflicted. In addition, the Defendants have failed to mitigate their losses in so far as they had failed to properly store their luxury and/or valuable items at appropriate locations despite being fully aware of the alleged water seepage issues.

Issues

26 The Defendants stated in their closing submissions that they would not be pursuing their claim against EGD in relation to the security issue. Hence, what remains in dispute is whether there has been a breach of the tenancy agreements by the parties in respect of the water seepage incidents and the electrical issues. The issues to be determined are as follows:

- (a) the amount of unpaid rent payable;
- (b) whether there has been a breach of clause 4(d) (repair of demised premises), clause 4(h) (access to premises for repairs) and 4(n) (minor repairs) of the First Tenancy Agreement or clauses 4(d), 4(i) and 4(o) of the Second Tenancy Agreement by Cocomo;
- (c) whether Yura owes a duty to EGD which she has breached;

- (d) whether the Defendants are correspondingly liable to pay EGD damages in respect of
 - (i) an invoice issued by Guan Teck Construction 2000 Pte Ltd (“Guan Teck”) on 29 December 2023;
 - (ii) invoices issued by Quartz Water Technology Pte Ltd (“Quartz Water”) dated 25 April 2024;
 - (iii) rectification costs post-recovery of the Premises; and
 - (iv) loss of rental;
- (e) whether there has been a breach by EGD of clause 6(a) (quiet enjoyment) and clause 6(c) (keep premises in good repair) of the tenancy agreements and a breach of an implied term that the premises are fit for human habitation;
- (f) whether EGD owes a duty of care to Yura which has been breached; and
- (g) whether EGD is correspondingly liable to pay damages, and the quantum of damages payable, to Cocomo and Yura in respect of
 - (i) the loss of amenity; and
 - (ii) the damage to Yura’s personal belongings.

Amount of rent payable

27 Clause 4 of the Second Tenancy Agreement requires the tenant to “pay the said rent and hiring charges at the times and in the manner aforesaid without

any deduction whatsoever”. Clause 7 of the Second Tenancy Agreement goes on to provide as follows:

(a) If the rent hereby reserved or any part thereof shall be unpaid for seven (7) days after becoming payable (whether formally demanded or not) or if the Tenant shall at anytime fail or neglect to perform or observe any of the obligations, stipulations and agreements herein contained on his part to be performed or observed or if the Tenant or any other person in whom for the time being the tenancy be vested shall become bankrupt or enter into composition with the Tenant’s creditors or suffer any distress or execution to be levied on the Tenant’s goods or if the Tenant being a company shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) or compulsory then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the premises or any part thereof and thereupon this tenancy shall absolutely terminate but without prejudice to the right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.

.....

(c) In the event of the rent, hire charge, management fee and or service charge remaining unpaid for SEVEN (7) calendar days after becoming payable (whether formally demanded or not) it shall be lawful for the Landlord to claim an interest at ten percent (10%) per annum. Amount unpaid calculated as from the date payable.

28 EGD claimed that Cocomo has failed to pay rent of \$7,800 from 31 July 2024 in breach of Clause 7(a) and 7(c) of the Second Tenancy Agreement. EGD had written to Cocomo on 13 August 2024¹ to give written notice for them to vacate the unit by 19 August 2024. On 23 August 2024², EGD wrote to Cocomo again to serve notice to vacate the unit within 7 days. EGD claimed that the unpaid rent amounted to \$46,296.78 comprising \$5,032.26 of unpaid rent from 31 July 2024 to 19 August 2024 for 20 days and double rent of \$41,264.52 from

¹ 2AB 21

² 2AB 24

20 August 2024 to 9 November 2024 for 82 days. It is not disputed that the Defendants vacated the Premises on 9 November 2024.

29 Pursuant to clause 7(a) of the Second Tenancy Agreement, EGD was entitled to exercise its right of termination as a result of unpaid rent. While Cocomo pleaded that it was entitled to set off its own claims for EGD's breaches of the Second Tenancy Agreement, what is in dispute is when double rent should be payable. EGD claimed that double rent should be payable from 20 August 2024 as the 13 August 2024 letter amounted to the exercise of the right of entry under clause 7(a) of the Second Tenancy Agreement and the lease was determined on 20 August 2024. The Defendants disputed this and argued that if the Court was minded to award double rent to EGD, the earliest it should do so was from 18 October 2024 which was the date the originating claim was served on Cocomo.

30 EGD's claim for double rent is pursuant to section 28(4) of the Civil Law Act 1909 which provides

Every tenant holding over after the determination of his tenancy shall be chargeable, at the option of his landlord, with double the amount of his rent until possession is given up by him or with double the value during the period of detention of the land or premises so detained, whether notice to that effect has been given or not.

31 Pursuant to clause 7(a) of the Second Tenancy Agreement, it was the re-entry into the Premises which determines the Second Tenancy Agreement.

32 In *Campbell Hospitality Pte Ltd & ors v Marchmont Pte Ltd and another appeal* [2025] 1 SLR 816, the Appellate Division of the High Court was of the view at [60] – [61] that the exercise of a landlord's contractual right to terminate was insufficient to bring the tenant's proprietary interest to an end and that a

notice of termination was insufficient to operate as forfeiture. The tenancy was forfeited only upon the commencement and service of the originating claim.

33 In the present case, the originating claim was stated to be served on the Defendants on 18 October 2024. In the circumstances, double rent should only run from 18 October 2024.

34 The amount of unpaid rent therefore amounts to the sum of \$31,703.22, being the sum of the following:

- (a) \$20,129.03 of unpaid rent from 31 July 2024 to 17 October 2024 for 79 days, being
 - (i) \$15,600 from 31 July to 29 September 2024; and
 - (ii) \$4,529.03 from 30 September to 17 October 2024 (being \$7,800 multiplied by 18/31); and
- (b) double rent of \$11,574.19 from 18 October to 9 November 2024 for 23 days (being \$15,600 multiplied by 23/31).

Was there a breach of the tenancy agreements by Cocomo?

35 EGD claimed that Cocomo had breached clauses 4(d), 4(i) and 4(o) of the Second Tenancy Agreement and that Yura had breached her duty of care to EGD in failing to keep the Premises in good and tenantable condition, fair wear and tear excepted, and to yield up the same in such condition, resulting in damages to EGD. The damages were quantified as follows:

- (a) \$2,862.00 in respect of an invoice issued by Guan Teck on 29 December 2023 for rectification works relating to water seepages at the Premises;

- (b) \$1,400.00 in respect of an invoice issued by Quartz Water dated 25 April 2024 for replacement of filter pump at the Premises;
- (c) \$1,700.00 in respect of an invoice issued by Quartz Water dated 25 April 2024 for replacement of lights and light driver of the swimming pool at the Premises; and
- (d) \$33,855.40 for rectification costs post-recovery of the Premises.

Invoice on 29 December 2023 for rectification works

36 The invoice on 29 December 2023³ related to the water leakage from the water heater of the Premises. Specifically, the items of work done were (a) urgent inspection of water leakage; (b) replacement of water heater pipe; (c) reinstatement of false ceiling of the master toilet and making good with paint; and (d) painting and making good the master bedroom ceiling and the toilet ceiling of the unit below.

37 I noted that the water leakage issues in the master toilet were first highlighted by Yura to Dominic, EGD’s representative by WhatsApp on 17 November 2023⁴. On 24 November 2023, Dominic informed Yura that the plumbing company would come the next day to change the heater and fix the pipes and they subsequently arranged this to be done on 27 November 2023. However, it is unclear if any work was done on 27 November 2023, given that Yura complained about the inability to use the master toilet and swimming pool on 18 December 2023 and highlighted at 9:28 a.m. on 19 December 2023 that

³ 1BA 107

⁴ Yura’s affidavit of evidence in chief (“AEIC”) at [16] - [17] and 1BA 273

the neighbour below came up to complain to her that his unit was affected and that it was also the master bedroom toilet that was leaking⁵.

38 Subsequently on 19 December 2023 at 10:18 a.m., Yura reported that her whole house was flooded⁶. She discovered that a bidet hose in the common toilet had burst and that water was dripping from the ceiling of her daughter's room causing her sheets to be soaked with water⁷. It would appear from the WhatsApp messages between Yura and Dominic that the swimming pool cleaner and a worker sent to do waterproofing subsequently turned up on 20 December 2023 to perform the services⁸. This was consistent with the invoice from Guan Teck dated 29 December 2023⁹ where the completion form was dated 23 December 2023¹⁰.

39 Based on the evidence, the water seepage issues on 17 November 2023 stemmed from a water heater pipe concealed in the false ceiling of the master bedroom toilet. It was unrelated to any issues with the swimming pool and neither the Claimant's expert, Mr Chin Cheong nor the Defendants' expert, Mr Toh Thye Ann Jeffrey suggested otherwise¹¹. In fact, Mr Chin agreed that it was more likely that the water seepage in November 2023 was due to the water heater pipe and not from the swimming pool¹².

⁵ 1BA 275

⁶ 1BA 276

⁷ Yura's AEIC at [22]

⁸ 1BA 276

⁹ 1BA 107

¹⁰ 1BA 108

¹¹ Experts Joint Statement page 39 of 65

¹² NE, 19 May 2026, 58/24-27

40 As for the water seepage on 19 December 2023, the cause is unclear. The experts offered little assistance in this regard. There is no evidence as to how regularly the swimming pool was maintained prior to this date. Mr Chin’s postulation that the water seepage was because the tenant/occupier did not close the window and sliding glass door properly during rainy days was speculative given that Yura was in the Premises when she reported the flooding. The postulation that the water seepage was due to the air conditioning unit was also unsupported.

41 The water seepage issues appeared to be arrested after the rectification works on the water heater pipe as there did not appear to be any further complaints relating to water seepages after 20 December 2023 in the WhatsApp chat group between Yura, Lionel, Yura’s partner, and Dominic. The complaints from Yura between 21 December 2023 and 17 April 2024 relate to a rectification of the vinyl flooring as exposure to water caused by the prolonged seepage issues had caused the vinyl flooring to retain moisture, crack and peel, resulting in sharp floor edges¹³. Given that the water heater pipes did not appear to be rectified until after 19 December 2023, after which any water seepage issues appeared to be arrested, I am of the view that the water seepage incident on 19 December 2023, affecting the neighbour below, and where water was dripping from the ceiling of her daughter’s room, was not caused by the burst bidet.

42 Under clause 6(c) of the First Tenancy Agreement, the landlord is the one responsible for keeping the “roof, ceiling, main structure, walls, floors, wiring and pipes” of the Premises in good and tenantable repair and condition. The tenant on the other hand is responsible under clause 4(d) to keep and

¹³ Yura’s AEIC at [27(a)]; 1BA 276 - 277

maintain at the tenant's expense "all the interior of the said Premises including the kitchen and lavatories therein, the flooring and interior plaster or other finishing materials to walls floor and ceiling and the Landlord's fitting, fixture and furniture therein including but not limited to all doors and door locks, windows, electrical installations, pipes, drains, cable, wiring, ducting or main supplies and closets in good clean tenantable and proper repair condition, fair wear and tear excepted." While there appeared to be an overlap between the reference to "electrical installations, pipes, drains, cable, wiring, ducting" in clause 4(d) and "wirings and pipes" in clause 6(c), I accepted the Defendants' argument that the scope of the obligations in clause 4(d) is expressly limited and governed by the terms "all the interior".

43 As Mr Toh pointed out, the occupant did not have direct access to the water heater. As such, repair to the water heater pipe, which had necessitated reinstatement of the false ceiling, did not fall within clause 4(d) of the First Tenancy Agreement as being within the interior of the Premises and was more likely than not, due to fair wear and tear. As the water heater pipe had to be replaced, I am also of the view that this did not constitute minor repairs and routine maintenance falling within clause 4(n) of the First Tenancy Agreement. Instead, this fell within the purview of the landlord as set out in clause 6(c) of the First Tenancy Agreement. This was also the initial position taken by EGD, given that Cynthia agreed on the stand that it was a concealed water heater and that EGD paid for the invoice without asking the Defendants for payment¹⁴. In the circumstances, I find that EGD had breached clause 6(c) of the First Tenancy Agreement in failing to keep the water heater pipe in good and tenantable repair and condition.

¹⁴ NE, 11 May 2026, 27/7-27

Invoices by Quartz Water dated 25 April 2024

44 The invoices by Quartz Water dated 25 April 2024 relate to the replacement of the filter pump, lights and light driver of the swimming pool. Quartz Water is EGD's swimming pool contractor as well as the maintenance contractor for the swimming pool and both Amrul and Andrew are from Quartz Water¹⁵.

45 On 20 April 2024, Yura messaged in the WhatsApp chat group with Dominic that the swimming pool guy mentioned that the pump is not working and that there were already symptoms of it malfunctioning prior to it not working as the swimming pool water was yellow despite the swimming pool guy cleaning it¹⁶. She stated that she had highlighted that something was wrong with the swimming pool in December as the swimming pool water was yellow despite regular cleaning. She has assumed that it was due to the master bedroom toilet leaking that resulted in the pool water being yellow¹⁷. On 22 April 2024, Dominic replied that the pool maintenance contractor will go and clean the pool and one John who is their contractor will also go and check on how to rectify, repair or change the flooring that week as well as check on the pump to see if it should be replaced and if affirmative, to give them a quote. Yura replied to ask Dominic to resolve the problem as soon as possible as she was going to travel out of Singapore¹⁸. Yura said that it was mentioned to her that it was unclear if the pump was switched off when EGD's contractor went to repair the master bedroom toilet. They inspected the swimming pool when they went to repair the water heater. She postulated that the contractor repairing the water heater may

¹⁵ NE, 11 May 2026, 61/31 – 62/14

¹⁶ 1BA 278

¹⁷ 1BA 279

¹⁸ 1BA 280

have switched off the pump during inspection but did not switch it back on because since November and December 2023, the swimming pool water has always been yellow or green¹⁹. After the swimming pool maintenance contractor left on 20 April 2024, substances started to float on the water after the contractor added something into the pool. The contractor also told Yura that he could not do a good job to clean the pool as he did not know the root cause²⁰. Dominic replied on 22 April 2024 that he had told the contractor to check with his boss on the pump²¹.

46 On 23 April 2024, Yura messaged Dominic²² that the pool contractor went to the Premises and informed her that the pumps were damaged due to wear and tear and that it could be repaired for around \$700. He also mentioned to her that the algae bloom was due to the pump malfunctioning. Kacy from PropNex also messaged²³ in the chat that the pool contractor had similarly explained this to her over the phone. Yura added that the cause was standard wear and tear and that the pumps required minor repair work²⁴. Dominic subsequently replied on the same day that they would replace the pool pump for Yura and settle the invoice²⁵. Based on the messages in the chat group, the issues relating to the swimming pool pumps were subsequently dealt with by Quartz Water on 27 April 2024²⁶.

¹⁹ 1BA 281

²⁰ 1BA 281

²¹ 1BA 281

²² 1BA 281

²³ 1BA 282

²⁴ 1BA 282

²⁵ 1BA 282

²⁶ 1BA 283

47 It would appear from the message from Dominic to Yura on 23 April 2024 that EGD accepted liability for the Quartz Water invoices. From the WhatsApp messages between Dominic and Amrul from Quartz Water, Dominic had asked Amrul on 23 April 2024 to get a quote to replace the pool pump and stated that he had already confirmed with Yura to replace the pool pump for her on their costs and that the invoice should be sent to EGD²⁷. EGD subsequently paid the bill²⁸. This was consistent with clause 6(b) of the First Tenancy Agreement which makes it the landlord's responsibility to pay for all pool maintenance in respect of the Premises.

48 In this suit, EGD argued that the pool pump had to be replaced due to the Defendants' failure to allow Amrul to enter the Premises to clean and service the swimming pool²⁹. There were 10 such occasions on 20 December 2023, 17 and 31 January 2024, 7 and 28 February 2024, 6, 13, 20 and 27 March 2024 and 3 April 2024. This was supported by the messages by Amrul to Dominic³⁰ that no one was there to give access on 20 December 2023, 31 January 2024, 7 February 2024, 14 February 2024, 6 March 2024, and 13 March 2024. There were also video clips of no one answering the door on 28 February, 20 March, 27 March and 3 April³¹.

49 Clause 4(h) of the First Tenancy Agreement provides

(h) To permit the Landlord and its agents, surveyors and workmen with all necessary appliances to enter upon the said premises at all reasonable times by prior appointment for the purpose whether of viewing the condition thereof or of doing

²⁷ 1BA 401

²⁸ NE, 11 May 2026, 56/31-32

²⁹ Pun Chiu's AEIC at [23]

³⁰ 1BA 60 - 61

³¹ 2AB S/N 55

such works and things as may be required for any repairs, alterations or improvements whether of the said premises or of any parts of any building to which the said premises may form a part of or adjoin.

50 It would appear that there was a misunderstanding between the parties as to how the swimming pool maintenance should be arranged. The WhatsApp messages between Dominic and Amrul indicated that Dominic had forwarded Amrul the contact details of both Yura and her partner so that Amrul could contact Yura to arrange for the services³². However, this appeared not to have been done, given that there were no messages between Amrul and Yura until 17 April 2024 despite the fact that Amrul became a contact of Yura on 20 December 2023³³. Yura also complained on 20 April 2024 in the WhatsApp chat group³⁴ that they had not previously allowed her to arrange for swimming pool maintenance on Saturdays to which Dominic replied that it was a misunderstanding as they had never said that the pool maintenance contractor could only come on weekdays. She was free to rearrange another date with the swimming pool maintenance contractor since she had his contact. Yura stated that it was never made known to her that she could change the weekday maintenance slot to a weekend slot. She claimed that it was not until 17 April 2024 when the pool contractor did not turn up that Dominic asked her to arrange for a date with the pool contractor herself and she realised that a Saturday slot was available.

51 Under the First Tenancy Agreement, it is the responsibility of the landlord to maintain the swimming pool. The onus is therefore on EGD to make

³² IBA 60, Messages from Dominic at [20/12/2023, 13:01], [20/12/2023, 13:02] and [7/2/2024 12:16]

³³ IBA 406

³⁴ IBA 279 - 280

prior appointments with Yura for access to the Premises for such maintenance. If EGD chooses to delegate this to Quartz Water, which then fails to make such prior appointment, I do not think this would be fault attributed to the Defendants. It would also appear from the WhatsApp messages between Dominic and Amrul and Dominic and Yura that EGD did not raise the issue of lack of access to the Premises for pool maintenance to either Amrul or Yura and did not insist on the weekly maintenance of the swimming pool. In the circumstances, I did not think Cocomo had breached clause 4(h) of the First Tenancy Agreement.

52 Based on the evidence above, it would appear that the swimming pool had been maintained at least twice in January 2024 and February 2024. Yura admitted³⁵ that it was only in the month of March and April 2024 that the pool contractor was not able to enter as she was out of Singapore. However, there is no evidence that the lack of maintenance from 28 February to 20 April 2024 had caused the filter pump to fail requiring replacement. There is also no evidence that the lack of maintenance had caused the lights and light driver of the swimming pool to fail requiring replacement. In the circumstances, the Defendants are not liable for the Quartz Water invoices.

Post-recovery rectification costs

53 EGD relied on two quotations issued by Winbuild 34 Construction Pte Ltd in support of its claim of \$33,855.40 for post-recovery rectification costs: SH/030R1-24³⁶ for \$28,500 (or \$31,065 inclusive of GST) and SH/030R1/VO2-24³⁷ for \$2,560 (or \$2,790.40 inclusive of GST).

³⁵ 1BA 280 – [20/4/2024 20:19]

³⁶ 1BA 103

³⁷ 1BA 105

54 SH/030R1-24 states the following:

S/N	Description	Qty	Unit	Rate	Amount
1	To apply painting to whole unit	1	1	\$6,500	\$6,500
2	To repair & modify floor trap to dome trap at pitch roof & swimming pool overflow area	1	1	\$850	\$850
3	To dismantle & disposal off-site timber decking, replace with new 22mm thk x 145mm W x 2100mm L engineering wood decking c/w alum batten support at swimming pool area (approx. size – 1200mm x 4300mm + 2800mm x 850mm)	1	1	\$3,250	\$3,250
4	To repair broken ceiling	1	1	\$250	\$250
5	To dismantle vinyl flooring & replace to homogenous floor tiles (pc supply rate \$50/m2) including cement & sand screeding at 2 rooms	1	1	\$4,395	\$4,395
6	To touch up epoxy coating at staircase landing	1	1	\$120	\$120
7	To touch up epoxy coating at swimming pool bottom portion (approx. 3000mm length)	1	1	\$480	\$480
8	To touch up main entrance wooden door side	1	1	-	FOC
9	To touch up paint to outdoor unit leaking wall	1	1	-	FOC

10	To replace new wiring & cabling works including normal type switches (light fitting, fixture & ceiling fan supply by owner)				
10.1	Supply & install downlight point	33	no	\$88	\$2,904
10.2	Supply & install wall light point	4	no	\$88	\$352
10.3	Supply & install ceiling fan point	4	no	\$162	\$648
10.4	Supply & install water heater point c/w 20A DP switch	3	no	\$203	\$609
10.5	Supply & install 3 gang 1 way switch point	8	no	\$68	\$544
10.6	Supply labour to install downlight point	33	no	\$34	\$1,122
10.7	Supply labour to install wall light point	4	no	\$34	\$136
10.8	Supply labour to install ceiling fan	4	no	\$135	\$540
10.9	Dismantle electrical work	1	1s	\$2,000	\$2,000
10.10	DB modification work	1	1s	\$2,100	\$2,100
11	Preliminaries (insurance, protection & normal cleaning)	1	1s	\$1,700	\$1,700
	Total				\$28,500
	9% GST				\$2,565
	Total Amount				\$31,065.00

55 SH/030R1/VO2-24 states the following:

S/N	Description	Qty	Unit	Rate	Amount
1	To dismantle & disposal existing partition compartment wall, use back inside drawers, mirror & sliding door panel c/w make good affected area	1	1s	\$1,600	\$1,600
2	To relocate FCU including new piping works c/w make good affected area	1	1s	\$960	\$960
	Total				\$2,560
	9% GST				\$230.40
	Total Amount				\$2,790.40

56 The experts were unable to carry out joint inspection, despite a request by the Defendants on 17 December 2024, as the Premises had been sold. As the experts agreed that most of the damage was due to water seepage, I turn to the water seepage incidents in the Premises on 14 May 2024 and 16 May 2024. It will also be necessary to look at whether the new wiring and cabling works relate to any breaches of the First Tenancy Agreement or the Second Tenancy Agreement and the cause of the electrical issues at the Premises.

Water Seepage on 14 and 16 May 2024

57 On 30 April 2024, Yura messaged in the chat group that the swimming pool man went to the Premises and informed her that while the pump was working, it was flooding and that his boss, one Mr Yeo, would go and check³⁸.

³⁸ 1BA 283 - 284

58 Based on the WhatsApp messages in the chat group between Dominic, Andrew, one Neo Que Yau and Cynthia, both directors of EGD, Andrew had informed Dominic on 27 April 2024 that while the pump has been installed, the floor trap is stuck and water does not flow out quickly. When they do backwash and if there is heavy rain, it will flood the pump room and cause damage to the pump. Andrew told Dominic to engage a plumber to clear the floor trap as they have tried to do so but did not have the necessary tools to clear the choke³⁹. Dominic then forwarded Fang's details to Andrew and asked Andrew to call Fang and brief Fang on the details and Andrew agreed⁴⁰. Based on Yura's message⁴¹, Quartz Water serviced the swimming pool on 8 May 2024. Andrew proceeded to ask Dominic on 8 May 2024 why his plumber has yet to settle the choke and stated that they had already contacted Dominic's contractor and briefed him, as per Dominic's instructions⁴².

59 Based on the messages between Dominic and Fang⁴³, Dominic gave instructions to Fang on 8 May 2024 to text and make an appointment with the tenant directly to go and see how to resolve the pump room flooding issue. Dominic was therefore clearly aware that the floor trap was choked and that the pump room was flooding on 27 April 2024 and that the problem had yet to be resolved on 8 May 2024. However, nothing appeared to be done.

³⁹ 1BA 344

⁴⁰ 1BA 344

⁴¹ 1BA 284

⁴² 1BA 345

⁴³ 1BA 98

60 Then on 14 May 2024 at 7:01 p.m.⁴⁴, Yura informed the chatgroup that water was leaking all over the place⁴⁵. Dominic responded on 14 May 2024 at 8:33 p.m. that he would ask a contractor to check and subsequently forwarded Yura the contact of a plumber from Guan Teck – Terry who did the heater and pipe installation and repair. Dominic informed Yura that he has asked the plumber to go at 11 p.m. to turn off the water since the water has leaked to the fourth floor.

61 On 15 May 2024⁴⁶ at 1:37 p.m., Yura informed that the water is green again and that the pool man said the pump is flooding which caused the pump not to run. Dominic responded at 1:39 p.m. that the pool maintenance guy should clean it and the maintenance guy would get his boss to go and take a look at how to resolve the flooding. However, Yura told Dominic that the pool man said that he was unable to contact his boss. Dominic then told Yura that he would ask Terry to arrange for his plumber to go and fix the pool flooding and choked pipe and that John would go with him to see how to fix the wall crack and leaking.

62 On 16 May 2024 at 11:00 a.m.⁴⁷, Dominic informed Yura that the plumber was unable to resolve the pool choke and asked for a site survey on Friday (17 May 2024) between 10 to 11 a.m. for another team to view and give a quote. Dominic then forwarded Fang’s contact to Yura. However, on 16 May 2024 at 4:20 p.m. Yura informed Dominic that her whole floor was flooded again and that everywhere was leaking. Kacy also messaged in the chatgroup at

⁴⁴ 1BA 285

⁴⁵ 1BA 285

⁴⁶ 1BA 286

⁴⁷ 1BA 287

4:33 p.m. asking Dominic to give the matter urgent attention. Dominic replied at 4:40 p.m. to state that his contractor would ask John and bring a worker to pack the crack first to see if he could stop the leaking. Dominic also replied at 4:42 p.m. that someone would go the next day to see how to fix the pool choke and he would ask his boss to confirm the work after they send him a quote. Kacy then replied at 4:42 p.m. and 4:43 p.m. that at this rate all the items would be damaged by the water leakage and that the apartment was not in a condition for staying. Lionel, Yura's partner, then messaged at 5:11 p.m. that the flooding in the house was uncontrollable and that all the electrical appliances would be damaged. Lionel also stated that they need manpower to help clean up and that it was flooding faster than they could wipe. Dominic replied at 5:20 p.m. that John would be going with his worker to help to do the cleaning and patch the wall crack. Other than the plumber and his contractor who would go and check the pump room and ceiling the next day, he has also asked the MCST to go and check the areas related to the roof and waterproofing. At 5:23 p.m., Lionel replied that the leakage was too rampant and asked for permission to call in a professional company called Big Red to do clean up as the water was causing more damage with every minute.

63 According to Yura⁴⁸, as she was concerned that the seepage was from the swimming pool piping system, she requested a representative from Skypeak Maintenance Services Pte Ltd ("Skypeak"), a swimming pool specialist, to inspect the swimming pool pump room. Mr Marco Yang from Skypeak informed her that the reason why the swimming pool pump was flooded was because there was debris left by the pump contractor which had caused a choke. Separately, John also informed her that one of the pump tubes had been disconnected, which prevented the water from being discharged, which in turn

⁴⁸ Yura's AEIC at [37]

caused the water to leak into the walls of the living room, the master bedroom toilet, the junior room and the store room. She proceeded to convey the contents of these conversations to Dominic on 16 May 2024 at 9:50 p.m.⁴⁹ and informed Dominic that the partition in the master room toilet, living room walls, junior room and store room were damaged. Yura also informed Dominic that Marco stated that due to the flooding of the pump, the pump was damaged and needed to be replaced. Dominic acknowledged this on 17 May 2024 at 11:30 a.m.⁵⁰ and stated that he has passed along the information to Mr Neo and the pool maintenance boss. He would also get the plumber, who went the previous day to clear the pool pipe choke, to see the false ceiling and leakage.

64 Based on the WhatsApp messages in the chatgroup among Dominic, Andrew, Mr Neo and Cynthia, Dominic did get the plumber to do the works as well as pass along the information to Quartz Water. The messages between Dominic and Fang as well as those between Dominic and Andrew were also instructive as to the cause of the water seepage.

65 On 15 May 2024 at 2:35 p.m., Dominic asked Fang to quote for the choked pool pipe in case they needed his help. On 15 May 2024 at 6:28 p.m., Dominic informed Fang that water was leaking all over the place. Fang replied that he could not repair the ceiling leak which is under building defect and Dominic replied that his new contractor would do so and he is asking only for the choked pipe in the swimming pool. Dominic highlighted on 16 May 2024 at 4:52 p.m. that the whole floor was flooded again and everywhere was leaking and that water was going down from the pump room to the unit. Dominic also stated at 6:13 p.m. on 16 May 2024 that the water from the swimming pool

⁴⁹ 1BA 288

⁵⁰ 1BA 288

needed to be pumped out and the pipe would need to be repaired as the leak was from the pipe in the swimming pool. It was at 7:11 p.m. that Fang agreed to do the urgent work and settle the bill with Dominic.

66 On 16 May 2024 at 7:40 p.m., Dominic told Andrew that Andrew's people went to install the new pump but did not connect the water discharge pipe well and caused all the water to be trapped inside the pump room such that the pump was not working well. After two days of heavy rain, the water overflowed and leaked to the unit on the fifth floor and went further down to the fourth floor. Hence, Andrew has to go and fix all these, connect the pipes, reinstall the new pump and they would be charging them the professional cleaning and maintenance works⁵¹. At 7:43 p.m., Andrew responded that the flooding was due to the choked floor trap and the fact that Dominic did not engage a plumber to clear the floor trap. The pump was not working due to the flooding in the pump room. At 7:58 p.m., Dominic responded that the tenant said that the choke was due to the pump installation and inadequate and improper cleaning after installation such that rubbish was stuck inside. However, the tenants had asked their people to clean and clear the flooding as well as remove the choke but they would need to install a new pump and everything had to be borne by the previous installer. Andrew responded at 8:17 p.m. that the floor trap was already choked when they installed the pipe and that they had informed Dominic immediately but Dominic did not promptly engage a plumber to clear the choke. When Andrew's guy went to service the pool that week, it was flooded so they called Dominic but Dominic did not manage to get a plumber. If Dominic had acted earlier, this would not have happened. In any event, Andrew asked Dominic if the choke has been cleared because the plumber contact Dominic gave Andrew (i.e. Fang) told Andrew that he could

⁵¹ IBA 345

not do the job. On 17 May 2024, Andrew reiterated that the flood would have been avoided if Dominic had acted earlier⁵². Andrew stated that while they tried to clear all the clog above the floor trap, they knew that if the choke inside the floor trap was not cleared, flood will occur. The loose piping alone will not cause the pump room to flood but heavy rainwater will. That was why they warned Dominic that if that happens, the pump will be affected. There was heavy rain the past few weeks which was why the flooding occurred. They had reminded him on 8 May 2024 to get the choke cleared. For this reason, they would not be bearing responsibility for the damages mentioned as they have given Dominic ample notice and warnings.

67 It was clear from the messages between Dominic and Andrew that Quartz Water did not dispute that the water discharge pipe was loose, just that it was not the sole contributing factor. On the stand, Cynthia did not dispute that they had blamed Quartz Water for choking the floor trap with construction debris⁵³.

68 Mr Toh was of the view that water had risen to the point of the overflow pipe and there were issues with the overflow pipe such that water went into the Premises. Mr Chin acknowledged that that was one possibility⁵⁴. Mr Chin agreed that in the conversation between Dominic and Fang, Fang highlighted that the floor trap is choked and when water is poured into the overflow pipe, the unit would leak⁵⁵. Based on a photograph of the floor trap and the debris that

⁵² IBA 346

⁵³ NE, 11 May 2026, 103/8-12

⁵⁴ NE, 19 May 2026, 65/13 – 66/5, NE, 20 May 2026, 21/7-21

⁵⁵ NE, 20 May 2026, 20/24 – 21/12

was inside the floor trap⁵⁶, Mr Chin accepted that the clog was caused by the debris⁵⁷. While Mr Chin was of the view that a heavy build-up of debris and impurities will choke up the filtration system as well as the overflow pipes and cause flooding in the event of heavy rainfall⁵⁸, Mr Toh⁵⁹ was of the view that it cannot be determined why the overflow outlet pipe was blocked by what appeared to be cement mortar and the drainage outlet pipe was obstructed inside the pipe outlet by a half-moon plastic “cap”. These were foreign objects introduced into the pipework intentionally or negligently. It cannot be ascertained whether there was an accumulation of silt, dirt or detritus although construction debris and a towel were visible beside the floor drainage outlet. Despite heavy rainfall events after 19 December 2023, no water seepage or flooding occurred on the Premises. Issues emerged only during heavy rain on 14 and 16 May 2024, coinciding with a licensed plumber’s discovery of blocked drainage and overflow pipes. Hence, the blockages were due to the placement of foreign objects rather than a lack of regular maintenance.

69 Having considered the evidence of both experts, I preferred the evidence of Mr Toh, as it was supported by the other evidence. While EGD claimed that the water seepage flowed from the lack of maintenance of the swimming pool, I did not accept such an argument given that no evidence was tendered as to what Quartz Water would do when servicing the pool every week and how the failure to do so on the ten occasions claimed had led to choking of the floor trap or issues with the overflow pipe. In the days leading up to the water seepage incidents of 14 and 16 May 2024, the swimming pool was maintained regularly

⁵⁶ 1BA 193

⁵⁷ NE, 19 May 2026, 63/8-17

⁵⁸ NE, 19 May 2026, 27/17 – 28/3

⁵⁹ 2BA 114; Toh’s expert report at [6.4.3]

and there is no evidence that such maintenance would involve maintenance of the floor trap or overflow pipe. Given that Quartz Water did not have the necessary tools to clear the choking of the floor trap, it was unclear that the lack of weekly maintenance by them was the reason for the accumulation of silt, dirt or detritus⁶⁰. On the evidence before the Court, the floor drainage outlet pipe was choked due to construction debris or foreign objects and did not relate to the lack of maintenance of the pool for the occasions alleged. The water seepage on 14 and 16 May 2024 was therefore caused by a combination of the choking of the pipes due to construction debris or foreign objects, EGD's failure to take prompt action in clearing the choke after the issue was highlighted to them and issues with the overflow pipe.

70 Given that Quartz Water did not have the necessary tools to clear the choking of the floor trap, clearance of the choked pipes could not be described as a minor repair and routine maintenance falling within clause 4(n) of the First Tenancy Agreement. The maintenance of the swimming pool and pipes was EGD's responsibility and Dominic had been alerted of the pump flooding problem as early as 27 April but chose not to take prompt action despite receiving warning about the consequences from Andrew. There was no indication that Yura had refused access to EGD between 27 April and 8 May 2024 so as to constitute a breach of clause 4(h) of the First Tenancy Agreement. It was also clear that there were issues with Quartz Water's replacement of the pool pump, given that Andrew did not dispute the fact that they were responsible for the loose connection of the water discharge pipe⁶¹. As pool maintenance fell within the purview of the landlord pursuant to the First Tenancy Agreement, I find that EGD has breached clause 6(c) of the First Tenancy Agreement by

⁶⁰ NE, 11 May 2026. 83/3-22

⁶¹ IBA 346

failing to keep the pipes of the Premises in good and tenantable repair and condition. As this was a contractual breach on the part of EGD, whether EGD had contracted compliance of the clause to Quartz Water fell outside the scope of this suit. As between EGD and Cocomo, the claims between them were grounded in contract. It is not Cocomo's case that EGD was vicariously liable for the negligence of Quartz Water.

Electrical issues

71 Electrical issues in the Premises were first highlighted in July 2023. Based on Lionel's message to Caroline, EGD's representative, on 1 July 2023, the complaint appears to be the fact that the 8 chandelier lights do not turn off at all with the dinner lights. On 25 July 2023, Caroline responded that she has the electrician but Yura did not give her a date on which she would be free⁶². Yura highlighted on 29 April 2024 that the light can never be switched off and that it has been going on for a year⁶³. The fact that Mr Toh observed that the occupant was unable to switch off the chandelier lights when he inspected the Premises in October 2024 suggested that this issue was not fixed. Mr Toh also observed that the master bedroom lights could only be switched on and off using the master control switch which is at the main door.

72 On 21 June 2024 at 2:40 p.m.⁶⁴, Lionel messaged that P13, which is the light at the swimming pool, was causing the whole house to trip and that it would trip whenever it rained. On 22 June 2024 at 10:13 p.m.⁶⁵, Yura messaged that the whole level 2 has no electricity and that she was unable to use her computer

⁶² 1BA 386

⁶³ 1BA 283

⁶⁴ 1BA 292

⁶⁵ 1BA 292

or printers. On 23 June 2024 at 5:17 a.m. she threatened not to pay rent for the month of June as she was unable to work upstairs as electricity was tripping all the time. Dominic replied at 9:08 a.m. to inform her that his electrician would be going in half an hour's time. On 23 June 2024 at 3:11 p.m., Yura informed Dominic that the electrician came and solved part of the problem and would update him on the unsolved issue. On 26 June 2024, Yura asked Dominic when he would resolve the other issues. When Dominic asked her to explain the situation, Yura updated Dominic on 28 June 2024 that the electricity in the second room was not functioning.

73 On 16 July 2024 at 8:31 p.m.⁶⁶, Yura updated that the light was not able to be switched on for two weeks but there was no update from anyone. Dominic responded on 19 July 2024 to inform Yura that he had Covid from the week before and that he had asked their contractor John to liaise directly with Yura early that week.

74 On 5 August 2024 at 6:07 p.m.⁶⁷, Yura highlighted that the lights for the room were not able to be used for 1 month 2 weeks, the lights for the living room were not fixed for a year and the light for the master room was not able to be switched on for 4 months.

75 Hong Sou Mou, a site supervisor Dominic asked to fix the electrical issues at the Premises, inspected the Premises on 10 August 2024 and rectified the electrical issue in the study room on the second floor of the Unit on 10 August 2024. However, he was not able to rectify the electrical issues on the first floor because he was concerned that any replacement would be damaged

⁶⁶ IBA 293

⁶⁷ IBA 295

soon after due to the water seepage and told Yura that the water seepage would have to be rectified first⁶⁸.

76 Mr Toh was of the view that the water seepage event in June 2024 arose from the lack of water-tightness of the metal sheet roofing which had affected the electrical light fitting in the side resting area of the upper penthouse. Mr Toh⁶⁹ was of the view that the water tightness of the metal sheet roofing above the side resting area and the aluminium trellis had failed leading to water ingress at the family room (at the aluminium trellis) and the side resting area (at the false ceiling). The water seepage was in all likelihood due to failure in the sealant works at the flashings and jointing and backflow of rainwater between the metal sheet roofing and the glass canopy above the aluminium trellis. The water seepage caused streaking and staining of efflorescence on the wall and floor tiles within the side resting area with extensive stain marks on the false ceiling indicative of the severity of the water ingress. Hence, the occupant lost the use of the side resting area from 21 June to 10 October 2024 as there were no lights in the room and no windows at the external walls of the side resting area. Mr Chin suggested that the cause could be the leakage of pipes above the ceiling but this was not supported by Mr Toh's inspection of the area which did not disclose any water-conveying pipework.

77 In the circumstances, the cause of the water seepage issue in June 2024 was the lack of water-tightness of the metal sheet roofing. Under the Second Tenancy Agreement, it was the landlord's responsibility to keep the roof in good and tenantable repair and condition. Correspondingly, the electrical issues in the Premises, which may have required new wiring or cabling works, were not

⁶⁸ Hong Sou Mou's AEIC at [15] – [16]

⁶⁹ 2BA 116; Toh's expert report at [6.4.4]

caused by Cocomo's breach of the First Tenancy Agreement or the Second Tenancy Agreement or by Yura's breach of any alleged duty of care. Rather, they were caused by EGD's breach of clause 6(c) of the Second Tenancy Agreement.

List of defects and damages in the Premises

78 EGD did not relate the invoices to the list of defects and damages documented by Mr Chin which is as follows:

S/N	Location	Observed Defect
1(1)	1 st Storey Living Room	Ceiling box-up near downlight appeared to have cracks
1(2)		Damage to the lower wall
1(3)		Water stain marks observed at the lower part of the window curtain
1(4)		Lumps cotton fibre behind the curtains of the living room along with accumulation of dust
2(1)	1 st Storey Kitchen and Yard Area	Dents on upper door surface of the refrigerator
2(2)		Damage at the bottom part of the side panel of the kitchen island
2(3)		Sliding door to yard was not working and sliding smoothly
2(4)		Deteriorated ceiling box-up at yard area with water stain marks
3(1)	1 st Storey Passageway	Lower wall appeared to have peeling paintwork and surface de-bonding

3(2)		Lower part of timber doorframe showed deterioration
4(1)	1 st Storey Master Bedroom	Water stain marks observed in the false ceiling above the entrance
4(2)		Cracks observed at the downlight area and edges between the false ceiling and wall
4(3)		Water stain marks on the top and back panel of the wardrobe located directly below the air-condition unit
4(4)		Deteriorated timber door frame with water stain marks
4(5)		Floor panel observed to be uneven, debonding and deteriorated especially near to the sliding glass door area with blister and peeling paintwork on the wall
5(1)	1 st Storey Master Bathroom	Water stain marks observed on the false ceiling
5(2)		Cracks on the timber door frame and joints
5(3)		Part of the timber door frame deteriorated
6(1)	1 st Storey Junior Bedroom and Bathroom	Floor panel observed to be debonded, uneven and deteriorated especially near to the sliding glass door area with blistering and peeling paintwork on the wall
6(2)		Timber door frame between the bedroom and toilet as well as between passageway and toilet have water stain marks and deterioration at the bottom with some cracks at the top
6(3)		Basin cabinet base panel was corroded and started to deform with the edge of the laminate showing cracks and debonding
7(1)	2 nd Storey Family area	Water stain marks on the beam wall
7(2)		Blister paintwork and de-bonding surface observed on the wall above staircase and edge of window next to the swimming pool deck

7(3)		Lower part of the wall showed blister paintwork and deteriorated surface at the side of the full height glass window panel along with water stain marks on the floor nearby
8(1)	2 nd Storey side resting area	Water stain marks and cracks on the false ceiling
8(2)		Water stain marks observed on the floor
9(1)	2 nd storey external and swimming pool area	Timber decking was badly deteriorated with some timber showing decayed edges
9(2)		Structure of the timber decking has deteriorated making it unstable and unsafe
9(3)		Roof drainage area was not well maintained with efflorescence observed on the side wall
9(4)		Efflorescence observed on the boundary wall

79 In fact, the experts agreed that there was no itemised breakdown of the defects in the quotations tendered by EGD. In the circumstances, I turn to deal with each defect and make findings accordingly. EGD claimed that the defects were due to the Defendants' failure to maintain the Premises, to permit reasonable access, to attend to minor and routine maintenance and a failure to yield up in good and tenantable condition. In respect of the last, I understand that this flows from clause 4(d) of the Second Tenancy Agreement which requires the tenant to keep, at the tenant's own cost and expense, the interior of the premises including the sanitary and water apparatus, door and windows in good and tenantable repair and condition, fair wear and tear excepted, throughout the term and to replace the same with new ones if damaged, lost or broken and to yield up the same in good order and condition at the termination of the tenancy.

1(1) 1st storey living room - ceiling box-up near downlight appeared to have cracks

80 The experts agreed that cracks and peeling paintwork was observed. They agreed that there had been water seepage and that there could be signs of water seepage at the external wall sloping roof beside the window. It was also agreed that water leakage from the fixed windows were from common areas and that there were no operable window at the vicinity above the ceiling box-up.

81 Given the experts' agreement that there had been water seepage, I am of the view that the defect could not be due to the improper installation and poor handling of the box up during changing of the downlight. In this regard, I accepted Mr Toh's evidence that the defect was more likely than not to be caused by water seepage from the external wall or window, given that this is consistent with water stain marks on the window frame⁷⁰ and with the paint blistering and efflorescence staining at the external wall where the sloping roof terminates at the window frame⁷¹.

82 In the circumstances, EGD had failed to prove that the damage was caused by Cocomo or Yura.

1(2) 1st storey living room - damage to the lower wall

83 Based on the photographs⁷², there was damage to the corner edge of the lower wall which is likely caused by objects. I do not think this falls within the fair wear and tear exception. The experts estimate the cost of rectification, including patching up the damaged corner edge and applying new paint to match

⁷⁰ 2BA 136 Plate A6

⁷¹ 2BA 138 – 139 Plate A9 - A11

⁷² 2BA 140, Plate A13

the existing paint would be in the sum of \$110 and I assess the damages accordingly.

1(3) – 1st storey living room - water stain marks observed at the lower part of the window curtain

84 The experts agreed that there was staining to the low section of the curtain.

85 In my view, these were caused by the water seepages on 14 and 16 May 2024 which were not caused by Cocomo or Yura. In the circumstances, Cocomo and Yura were not responsible for the same.

1(4) 1st storey living room - lumps of cotton fibre behind the curtains of the living room along with accumulation of dust

86 This relates to the cleanliness of the apartment upon handing over. As this relates to the living room, I accepted that the cost of general cleaning would take a quarter man-day. Hence, damages are assessed in the sum of \$30.00

2(1) – 1st storey kitchen and yard area - dents on the upper door surface of the refrigerator

87 The experts agreed that there were dents on the refrigerator door⁷³ and that they were mechanically induced or by impact.

88 In the circumstances, Cocomo and Yura should be liable for the same. As the experts agree that the diminished amount of this item is \$200, I award the same accordingly.

⁷³ 1BA 162 E14

2(2) – 1st storey kitchen and yard area - damage at the bottom part of the side panel of the kitchen island

89 The experts agreed that there was slight lifting at the corners of the side panel laminate at the kitchen counter and that water was the cause for such defect.

90 As the Premises had suffered multiple incidents of water ingress and flooding that were not caused by Cocomo or Yura, EGD has failed to prove that this defect was caused by Cocomo or Yura.

2(3) 1st storey kitchen and yard area - sliding door to yard was not working and sliding smoothly

91 The experts agreed the sliding doors to the yard cannot be opened or closed with ease. However, Mr Chin did not explain the reasons for his conclusion that this was due to the lack of cleaning and maintenance or improper usage. In contrast, Mr Toh explained that given that the TOP of the condominium was approximately 13 years before the time of inspection and the scrapes observed at the bottom track of the door, the sliding door wheels had in all likelihood reached the end of their service life and needed replacement. In view of the severity of the loss of cross section to the aluminium track due to the scraping action, Mr Toh observed that the damage would have been gradual and sustained.

92 I accepted Mr Toh's reasoned explanation and find that this was more likely than not to be due to fair wear and tear. In the circumstances, Cocomo and Yura would not be liable for the same.

2(4) 1st storey kitchen and yard area - deteriorated ceiling box-up at yard area with water stain marks

93 As the experts agreed that the box-up had worn out externally, and that the maintenance and repair of the same was an MCST obligation, there is no need to deal with this defect.

3(1) 1st storey passageway - lower wall appeared to have peeling paintwork and surface de-bonding

94 The experts agreed that the cause of the observed peeling paintwork and surface de-bonding were caused by water ingress and flooding.

95 As I had earlier found that Cocomo and Yura did not cause the water ingress and flooding, they were not responsible for this defect.

3(2) 1st storey passageway - lower part of timber doorframe showed deterioration

96 The experts agreed that the cause of the observed timber door frame deterioration was water ingress and flooding. The scratches observed by Mr Chin were not captured in the photographs he took⁷⁴ or those taken by Mr Toh⁷⁵.

97 In the circumstances, I did not find that there were scratches to the door frame. I accepted the experts' evidence that the cause of the observed timber door frame deterioration was water ingress and flooding. As I had earlier found that Cocomo and Yura did not cause the water ingress and flooding, they were not responsible for this defect.

⁷⁴ 1BA 164, E21 – E23

⁷⁵ 2BA 152 – 155, Plate A36 – A42

4(1) 1st storey master bedroom - water stain marks observed in the false ceiling above the entrance

98 The experts agreed that the cause of the observed false ceiling water stain marks was water seepage originating from the swimming pool and that the cause would be due to the blockages of overflow/drainage outlets.

99 As I held earlier, the water seepage originating from the swimming pool was due to the issues with the drainage outlet and overflow pipe and was unrelated to the lack of weekly maintenance of the swimming pool. As Cocomo and Yura did not cause the water ingress and flooding, they were not responsible for this defect.

4(2) 1st storey master bedroom - cracks observed at the downlight area and edges between the false ceiling and wall

100 The experts agreed that the cracks⁷⁶ could be due to water seepage. In this regard, I accepted Mr Toh's evidence that the movement of the ceiling panels during the downlight replacement would not normally cause the paint to lift or tent along the cracks and that the cause was more likely attributable to water seepage.

101 As I had earlier found that Cocomo and Yura did not cause the water ingress and flooding, they were not responsible for this defect.

4(3) 1st storey master bedroom - water stain marks on the top and back panel of the wardrobe located directly below the air-condition unit

102 Mr Chin's view was that the defect was due to chokage in the air-condition drainage pipe causing backflow or overflow from the lack of cleaning

⁷⁶ 2BA 158 Plate A47 – A49

or maintenance or condensation issue. This was an unsupported view given it was not validated by any other site observations.

103 Mr Toh's view was that the water stains inside the wardrobe were accompanied by lifting paintwork and where the paint had peeled away, the exposed gypsum matrix of the joint scrim had visibly disintegrated which was consistent with water seepage or saturation as opposed to a condensation or surface vapour deposition.

104 I accepted Mr Toh's reasoned conclusion and find it more likely than not that the cause of the water stain marks on the top and back panel of the wardrobe was water ingress from the swimming pool (filtration pump room). As this was not caused by Cocomo and Yura, they would not be liable for this defect.

4(4) 1st storey master bedroom - deteriorated timber door frame with water stain marks

105 The experts agreed that the cause of the water stain marks and deterioration of the timber door frame was the door frame coming into contact with water as a result of water seepage.

106 As I had earlier found that Cocomo and Yura did not cause the water seepage, they were not responsible for this defect.

4(5) 1st storey master bedroom - floor panel observed to be uneven, debonding and deteriorated especially near to the sliding glass door area with blister and peeling paintwork on the wall

107 The experts agreed that the floor panels were damp. I did not accept that this was due to the occupants of the Premises leaving the sliding door or window open during rainy days or overflows from the bathroom. Rather, given that the

floor panels were damp, the cause was more likely than not due to the water seepage issues at the Premises. Given that Yura had already highlighted issues with the flooring on 21 December 2023⁷⁷ and updated on 16 July 2024⁷⁸ that the flooring was still not done, this likely arose from the water seepage issues at the Premises on 17 November 2023 which was not resolved until after 19 December 2023 as well as the water seepage incidents on 14 and 16 May 2024. As these issues were not caused by Cocomo or Yura, they should not be responsible for the same.

5(1) 1st storey master bathroom - water stain marks at the false ceiling

108 Mr Chin was of the view that the water stain mark was due to the pipe leakage from the water heater and/or water seepage from the overflow of water from the swimming pool. Mr Toh on the other hand was of the view that the cause of the damage was water ingress from the filtration pump room at the swimming pool. The damage was unlikely to be due to the water heater pipe, given the lack of proximity and the absence of water stain marks below the water tank.

109 I accepted Mr Toh's reasoned conclusion, especially since the water heater pipe was replaced on 29 December 2023 without further complaint and the works on that day included reinstatement of the false ceiling of the master toilet and making good the same with paint. The stains were therefore fresh and could not be due to the water heater pipe. As Cocomo and Yura were not responsible for the water ingress from the swimming pool, they were not liable for making good this defect.

⁷⁷ 1BA 276

⁷⁸ 1BA 293

5(2) – 1st storey master bathroom – cracks on timber door frame and joints

110 I did not accept Mr Chin’s evidence that the cracks were due to rough handling, as there is no evidence of such rough handling and it is unclear how rough handling could have led to the cracks. As the door frame is immediately next to the water stain marks on the false ceiling, I accepted Mr Toh’s evidence that the cause was water ingress from the swimming pool (filtration pump room) for which the Defendants were not responsible.

5(3) – 1st storey master bathroom – part of the timber door frame deteriorated

111 The experts agreed that the cause of the observed timber door frame deterioration at the lower parts of the door frame⁷⁹ and surface de-bonding was water ingress and flooding. Mr Chin’s evidence that there were scratches on the door frame which appear to be claw marks was not supported by the photographs.

112 As the defect is observed at the lower parts of the door frame, I accepted the experts’ evidence that this defect was caused by water ingress and flooding. As I had earlier held that the water ingress and flooding was not caused by Cocomo or Yura, they were not responsible for this defect.

6(1) – 1st storey junior bedroom and bathroom - floor panel observed to be debonded, uneven and deteriorated especially near to the sliding glass door area with blistering and peeling paintwork on the wall

113 The experts agreed that the floor panels were damp due to water seepage. While Mr Chin was of the view that the water seepage occurred because the sliding door or window was not closed properly during rainy days or the sealant

⁷⁹ 2BA 172 – 174, Plate A76 – A79

was not effective, Mr Toh was of the view that such postulation was speculative and unfounded and there was no evidence supporting an ineffective sealant. The cause of the observed condition was water ingress from the swimming pool.

114 I accept that the cause of the defect was water ingress from the swimming pool which was not caused by Cocomo or Yura. Hence the Defendants were not liable for this defect.

6(2) – 1st storey junior bedroom and bathroom – timber door frame between bedroom and toilet as well as between passageway and toilet have water stain marks and deterioration at the bottom with some cracks at the top

115 The experts agreed that the cause of the observed timber door frame deterioration at the lower part of the door frame and surface de-bonding was water ingress and flooding. Mr Toh opined that the cracks at the top appeared to refer to the differential movement of the abutting joints in the door frame.

116 As I had earlier found that Cocomo and Yura did not cause the water ingress and flooding, they were not responsible for this defect.

6(3) – 1st storey junior bedroom and bathroom – basin cabinet base panel was corroded and started to deform with the edge of the laminate showing cracks and debonding

117 The experts agreed that the laminate had cracks and de-bonding and that the metal base panel was not visible. That being the case, there was no basis for Mr Chin to opine that the basin cabinet base panel was corroded. While Mr Chin was of the view that the cabinet had come into contact with water regularly and which is most likely caused by the lack of maintenance and cleaning, Mr Toh was of the view that the water sprays from the burst bidet hose had caused the damage to the basin cabinet.

118 I accept that the damage to the cabinet was likely to be caused by the burst bidet hose. As there was no evidence of improper installation or misuse, EGD has failed to prove that the bursting of the bidet hose was not due to fair wear or was unrelated to the water seepage incident on 17 November 2023 and was caused by the Defendants. In the circumstances, the Defendants were not liable for the same.

7(1) – 2nd storey family area – water stain marks on the beam wall

119 The experts agreed that there was rainwater ingress from the roofing above the aluminium trellis and that the metal sheet would fall under the purview of the MCST. As this is not due to the fault of Cocomo or Yura, they were not responsible for this defect.

7(2) – 2nd storey family area – blister paintwork and de-bonding surface observed on the wall above staircase and edge of window next to the swimming pool deck

120 The experts agreed that there were blistering paintworks and damp conditions on the wall of the staircase and the edge of the window next to the swimming pool deck. Mr Chin was of the view that there was water seepage from the window sealant areas or the wall and that it could be due to the overflow of the swimming pool water. Mr Toh was of the view that the overflow of swimming pool water was not probable as the pool was permitted to drain at the ledge area at the far side of the swimming pool. Instead, the defect was consistent with the lack of watertightness at the window frames and the pool deck waterproofing.

121 Regardless of whether it is due to the overflow of the swimming pool water or the lack of watertightness at the window frames and the pool deck

waterproofing, the cause of the defect cannot be attributed to Cocomo or Yura and they should not be responsible for the same.

7(3) 2nd storey family area - lower part of the wall showed blister paintwork and deteriorated surface at the side of the full height glass window panel along with water stain marks on the floor nearby

122 The experts agree that the water seepage was from the external wall. Mr Toh disagreed that the water seepage was from the window sill as there is no window sill at the floor level where the stains had occurred. There was a diagonal crack of the external wall corresponding to the sloping roof profile adjoining the external wall. The external wall was damp and lacked water tightness.

123 As the defects were not caused by Cocomo or Yura, they are not responsible for the same.

8(1) – 2nd storey side resting area – water stain marks and cracks on the false ceiling

124 The experts agreed that there was rainwater ingress from the roofing above the false ceiling. While Mr Chin opined that the damage could be due to any leakage of pipes above the ceiling, Mr Toh disagreed as an inspection of the roof level above the side resting area did not disclose any water-conveying pipework. The water drains freely to the side of the roof. Hence, Mr Toh opined that the water seepage was in all likelihood due to a failure in the sealant works at the flashings and jointing and the backflow of rainwater between the metal sheet roofing and the glass canopy above the aluminium trellis.

125 I agree with Mr Toh’s reasoned evidence, given that Mr Chin’s evidence was unsupported. Even if the stains were due to any leakage of pipes, EGD has

failed to show that the responsibility for such leakage and the corresponding defects were attributed to the Defendants, given that it was the landlord's responsibility under clause 6(c) of the Second Tenancy Agreement to maintain the roof, ceiling, main structure, walls, floors, wiring and pipes.

8(2) – 2nd storey side resting area – water stain marks observed on the floor

126 The experts agreed that there were water stain marks on the floor and that cleaning can be done following the ceasing of the water ingress. Mr Toh opined that the watertightness of the metal sheet roofing above the side resting area had failed causing water ingress. The streaks and stains were soluble salts from the wall tile beddings or mortars that had calcified. The condition indicates significant water ingress and egress as there is water saturation of the tile bedding. The incident of water ingress was not caused by the occupant.

127 I accepted Mr Toh's reasoned evidence.

9(1) – 2nd storey external and swimming pool area – timber decking was badly deteriorated with some timber showing decayed edges

128 The experts agreed that there were signs of timber decking deterioration at the time of handing over, although the extent of the timber rot condition at the time of the handover could not be ascertained.

129 Mr Chin was of the view that the cause was the overflow of the swimming pool water due to any chokage in the overflow discharge system and any chokage in the roof drainage pipes, which comes under the maintenance of the tenant or occupier. Mr Toh on the other hand was of the view that the overflow of swimming pool water was not a probable event due to the existence of overflow weirs observed at the far side of the swimming pool.

130 I had earlier found that the cause of the water ingress was due to issues with the floor drainage outlet and the overflow pipe in the swimming pool filtration pump room being choked and that this came under the purview of EGD pursuant to the First Tenancy Agreement. Hence, these defects were not attributed to the Defendants.

9(2) – 2nd storey external and swimming pool area – structure of the timber decking has deteriorated making it unstable and unsafe

131 The experts agreed that there were signs of timber deck deterioration at the time of handing over but the extent of the timber rot condition could not be ascertained. As the deck was ground-hugging, it was not possible to inspect the base support structure of the timber deck. There were also no photographs showing the alleged deteriorated base support structure. Where the timber base structure was exposed, it was in a better condition than the top planks⁸⁰.

132 As set out earlier, the cause of the water ingress was due to issues with the floor drainage outlet and the overflow pipe in the swimming pool filtration pump room being choked and that this was under the purview of EGD pursuant to the First Tenancy Agreement. Hence, the defects were not attributed to the Defendants.

9(3) – 2nd storey external and swimming pool area – roof drainage area was not well maintained with efflorescence observed on the side wall

133 The experts agreed that the efflorescence staining on the side wall and the drain cleaning falls within the scope of the MCST as it is part of the common property.

⁸⁰ 2BA 214 Plate A157 – A158

9(4) – 2nd storey external and swimming pool area – efflorescence observed on the boundary wall

134 As this is not within the scope of the dispute, there is no need to deal with this.

135 In summary, of the list of defects and damages, the Defendants were only liable for the damage to the lower wall in the first storey living room, the cleaning of the first storey living room, and the dents on the upper door surface of the refrigerator for which the total damages are assessed in the sum of \$340.

136 Relating the above-mentioned to the quotations submitted by EGD in support of their claim, EGD has not been able to show why the rectification costs should be attributed to the Defendants. In particular, in view of my findings on the water seepage and the list of defects, S/N 1 to 5 and 10 of SH/030R1-24 and S/N 1 and 2 of SH/030R1/VO2-24, in so far as these works relate to damage caused by water seepage, are not attributable to the Defendants. EGD has also failed to show, in so far as these works do not relate to water seepage, why they and the works in S/N 6, 7 and 10 and correspondingly 11 of SH/030R1-24 should be attributed to the Defendants.

137 I accept that it is unclear if the estimated costs of repair put forth by the experts would be reflected accurately if EGD were to obtain quotations for the same. However, given that the burden was on EGD to prove its damages and EGD did not tender quotations breaking down the cost for the individual items in the list of defects, the damages had to be assessed on the best evidence before the Court. Damages payable by Cocomo for a breach of its obligation to yield up the interior of the Premises in good order and condition are therefore assessed at \$340. For completeness, I accepted the Claimant's arguments that Yura owed a duty of care to the owner of the Premises to exercise reasonable care not to

damage the Premises and find that Yura was liable in tort for the same damage assessed in the same sum.

Loss of rental

138 EGD did not plead or tender evidence in respect of its loss of rental income. In any event, there was evidence that while the parties had agreed to a joint inspection on or around 17 December 2024, EGD had already renovated and sold the premises without informing the Defendants’ solicitors and the experts were unable to arrange for joint inspection. EGD has therefore failed to establish its claim for loss of rental.

Was there a breach of the tenancy agreements by EGD

139 I now turn to consider the Defendants’ counterclaim. In this regard, I note the Defendants’ position that they are no longer pursuing their claim against EGD in relation to the security issue⁸¹.

140 I had earlier held that the water seepage events were a result of EGD’s breach of its obligations to keep the pipes of the premises in good and tenantable repair and condition. I also accepted the Defendants’ submission that there was an implied term that the Premises are fit for human habitation.

Fit for human habitation implied term

141 In *Khew Kim Kee v Sim Jo-Lin* [2012] SGHC 235, the High Court alluded at [24] to the principle that where premises are let furnished, there is an implied term that the premises are fit for human habitation. In the present case, the Premises were let with air-conditioning, plumbing and sanitary fittings,

⁸¹ Defendants’ closing submissions at [5]

lighting, electrical outlets, wardrobes, electrical appliances and curtains. In the circumstances, I accepted that there was an implied term that the Premises are fit for human habitation. Such an implied term was not inconsistent with clause 3 of the First Tenancy Agreement under which EGD agreed to bear all costs of repair for any defects which surfaced. The presence of such a clause simply allocated the costs of repair in respect of any defects which surfaced in the first month. The absence of such a clause in the Second Tenancy Agreement simply meant that liability for the costs of repair in respect of any defects that surface would be determined in accordance with the other provisions in the agreement and in accordance with law. I do not think the absence of such a clause operates to prevent the Defendants from pursuing their counterclaims in relation to the defects which arise. In my view, the water seepage incidents on 14 and 16 May 2024 occurred while the First Tenancy Agreement was operative. Liability for the damage caused would have to be determined with reference to the contractual obligations in the First Tenancy Agreement. The Defendants' signing of the Second Tenancy Agreement during the term of the First Tenancy Agreement without a defects-free period did not change the parties' obligations during the term of the First Tenancy Agreement or the parties' accrued rights.

142 Both experts took the view that the Premises was in a habitable state⁸², except that Mr Toh was of the view that in the period where there was excessive water ingress and flooding on the floor, the place would have been uninhabitable given that there is a slip and fall hazard⁸³. Mr Chin also agreed that where water is dripping down and inundating the floor finishes, the affected

⁸² NE, 19 May 2026, 41/1-8; 41/17-23

⁸³ NE, 19 May 2026, 42/5-21

rooms would not be habitable for the two to three days until the source of leakage is arrested and the electrical system made safe⁸⁴.

143 In the circumstances, I was of the view that EGD had breached the implied term that the premises would be fit for human habitation.

Damages payable

144 The Defendants claimed the following damages:

- (a) loss of amenity suffered by Yura as a result of the water seepage and electrical issues; and
- (b) damage caused to Yura's personal property.

Loss of amenity

145 In *Yap Boon Keng Sonny v Pacific Prince International Pte Ltd & anor* [2008] SGHC 161 at [128], it is established that loss of amenity may be awarded as a result of a breach of contract. The Defendants argued that a fair measure of Yura's loss of amenity would be a percentage of the monthly rent, for the period during which she was affected. In relation to the water seepage, she argued that the duration commenced from 14 May 2024 to 9 November 2024 as the water seepage issues were not rectified for this entire period. The loss of amenity should be measured at 50% of the rent at \$3,900 given the significant impact that the water seepage had on her life. This amounted to \$22,904.51, comprising (a) \$2,264.51 for the period from 14 to 31 May 2024; (b) \$19,500 for the period from June to October 2024; and (c) \$1,140 for the period from 1 to 9 November 2024.

⁸⁴ NE, 19 May 2026, 42/30 – 43/14

146 In view of EGD’s breach of clause 6(c) of the First Tenancy Agreement which had resulted in water seepage and the loss of amenity for the occupants of the Premises, I accept that a fair measure of the damages would be a percentage of the monthly rent for the affected period. In *Credit Suisse v Beegas Nominees Ltd* [1994] 4 All ER 803 (“*Credit Suisse*”), general damages for inconvenience was fixed at £40,000 having regard to the inconvenience suffered by staff and customers in the premises.

147 As set out earlier, I accepted the experts’ evidence that the Premises were uninhabitable over the period where water was dripping down and there was flooding on the floor. This period commenced on 14 May 2024 and the problem appeared to be arrested by 17 May 2024. However, the disamenities relating to the damp flooring persisted. Mr Hong had also given evidence that there was high humidity and a mouldy smell in the Premises⁸⁵. For the four days over 14 to 17 May 2024, I am of the view that the Premises were uninhabitable. In view of EGD’s breach of the implied term that the Premises would be fit for human habitation, Cocomo did not receive the benefit of Premises that was fit for human habitation over those days and damages are assessed at the amount of rent payable over those days. This amounted to \$1,146.84 (being 4/31 multiplied by \$8,888).

148 For the disamenities relating to the damp flooring, the high humidity and mouldy smell that remained and persisted to 9 November 2024, I am of the view that damages should be pegged at 20% of the rent. This amounted to \$9,065.45, being the sum of (a) \$745.45 from 18 May to 30 May 2024 (being \$8,888 x 20% x 13/31); (b) \$7,800 from 31 May to 30 October 2024 (being \$7,800 x 20% x

⁸⁵ Hong’s AEIC at [11]

5); and (c) \$520 for the period from 31 October to 9 November 2024 (being \$7,800 x 20% x 10/30).

149 In respect of electrical issues, the Defendants claimed damages in the amount of \$1,120 comprising (a) a nominal amount of \$20 per month for the inconvenience from the non-working living room light switch, intercom and doorbell from June 2023 to November 2024 being \$340; and (b) 5% of the monthly rent for electrical outages on the second floor of the Premises which resulted in the inability to use the rooms between June to July 2024 in the sum of \$780.

150 In respect of the intercom and doorbell, Yura's evidence⁸⁶ was that the intercom had never worked and that the doorbell had malfunctioned sometime on or around August 2023⁸⁷. However, Cynthia testified on the stand that the Premises did have a working doorbell⁸⁸, which evidence was supported by the videos taken by Quartz Water as early as 28 February 2024. As for the alleged non-working living room light switch, the issue, as observed by Mr Toh, was that the chandelier light bulbs could not be switched off, even though the bulbs had dimmed. The issue arose on 1 July 2023⁸⁹ after EGD's electrician changed light bulbs for Yura. While Caroline, EGD's representative had arranged for an electrician to rectify the problem, Yura did not respond to Caroline's request for an available slot for the electrician. This suggested that there was no loss of amenity that warranted compensation. As such, no damages are awarded in respect of this head of claim.

⁸⁶ Yura's AEIC at [56]

⁸⁷ 1BA 387

⁸⁸ NE, 11 May 2026, 110/15-17

⁸⁹ Yura's AEIC at [55]; 1 BA 385

151 As for the electrical outages on the second floor of the Premises, this had occurred on 21 June 2024⁹⁰. I accepted that Mr Hong rectified the electrical issues in the study room on the second floor of the Premises on 10 August 2024⁹¹. The issue had resulted in Yura's inability to use the room from 21 June 2024 to 10 August 2024 because as observed by Mr Toh, there were no lights in the room and no windows at the external walls of the side resting area. The electrical issues in the study room on the second floor of the Premises was due to a failure of EGD in keeping the wiring of the premises in good and tenable repair and condition in breach of Clause 6(c) of the Second Tenancy Agreement. Taking into account the area of the Premises affected and the duration over which the room could not be used, the amount of \$780 claimed was reasonable and I award the same in damages to Cocomo.

152 As such, the general damages awarded to Cocomo in respect of a breach of clause 6(c) of the First Tenancy Agreement and the implied term that the Premises are fit for human habitation amount to \$10,992.29 (being the sum of \$1,146.84, \$9,065.45 and \$780).

Damage to Yura's personal belongings

153 The Defendants argued that it is evident from the photographs that Yura's luxury goods were affected by water and mould, which she has testified to in her affidavit. The Defendants argued that the estimated diminution of value of the luxury goods as a result of the damage to the packaging and authenticity certificates has been estimated to be in the sum of \$152,000 to \$178,000 by the Defendant's luxury goods expert, Ms Angela Ng, as tabulated below:

⁹⁰ IBA 292

⁹¹ Hong's AEIC at [15]

No	Item	Estimated value (pre-owned with box and papers)	Estimated value (without box and papers)	Estimated diminution of value
1	Richard Mille RM 67-01 White Gold with Diamonds	\$250,000 - \$260,000	\$160,000 - \$165,000	\$85,000 - \$100,000
2	Ulysse Nardin Freak X Ice	\$10,000	\$4,000 - \$5,000	\$4,000 - \$5,000
3	F.P. Journe Elegante with Diamonds	\$135,000	\$90,000 - \$95,000	\$40,000 - \$45,000
4	Cartier Love Bangle – White Gold with Ceramic	\$45,500	\$24,500 - \$28,000	\$17,500 - \$21,000
5	Hermes Kelly 32 – White with Gold Hardware	\$12,000	\$5,000 - \$6,000	\$6,000 - \$7,000
Subtotal				\$152,000 - \$178,000

154 The Defendants argued⁹² that Cocomo may claim consequential damages i.e. damages suffered indirectly because of EGD’s breach and relying on *Credit Suisse*, that it is allowed to claim damages on behalf of Yura.

155 I did not accept such arguments. In relation to the damage to Yura’s personal belongings, it is not clear that Yura would commence proceedings against Cocomo to claim the damage to her personal belongings, given that she is the sole director and shareholder of Cocomo. In the circumstances, Cocomo has not demonstrated any loss that it would suffer in respect of the damage to Yura’s personal belongings.

156 As for *Credit Suisse*, the case did not involve a claim by the tenant bank for the damage to the personal effects of staff and customers. In *Family Food Court (a firm) v Seah Boon Lock & another (trading as Boon Lock Duck and Noodle House)* [2008] 4 SLR(R) 272 (“*Family Food Court*”), the Court of Appeal discussed the two exceptions to the general rule that a plaintiff could only recover nominal damages for a breach of contract where he had suffered no loss (for instance, where the substantial loss was suffered by the third party who was the intended beneficiary of the contract). However, the Court of Appeal observed that these potential difficulties can be avoided if the third party was joined as a party to the proceedings as the court would simply award to the third party the full measure of damages that it would be entitled to. In the present case, Yura is the Second Defendant. As such, she is free to pursue the losses she suffered as against EGD, whether as a third party entitled to the benefits of the First Tenancy Agreement or in respect of EGD’s breach of duty towards Yura. There was therefore no need to apply the exceptions set out in *Family Food Court*.

⁹² Defendants’ closing submissions at [49]

Whether EGD was liable to Yura in tort

157 I was of the view that EGD was liable to Yura in tort. In *Virco Metal Industries Pte Ltd & anor v Carltech Trading and Industries Pte Ltd & ors* [1999] SGHC 138 at [11] – [12], the High Court acknowledged that the landlord owed a duty of care to a tenant. In the present case, EGD ought to know that Yura, the occupant would suffer damage if it failed to take reasonable care in maintaining the swimming pool, which was its contractual obligation under the First Tenancy Agreement. EGD had specific knowledge as early as 27 April 2024 that the floor trap was choked and that the swimming pool pump room would be flooded in the event of heavy rain. It was reasonably foreseeable that if EGD did not take prompt action to clear the choked floor trap that there would be flooding and Yura would suffer harm and there would be damage to her personal items. In this regard, EGD argued that it was not informed of the luxury items and the tenancy agreement did not allocate the risk of damage to such items to EGD. There was therefore no assumption of responsibility by EGD and the claim for the alleged diminution in value of the luxury items was remote, unsupported and outside the parties’ contemplation. I did not accept such an argument in so far as it pertains to the issue of a duty of care. While the precise extent or quantum of damage may not have been foreseeable, this is not required in order for a duty of care to arise. It is sufficient if the kind or type of damage was reasonably foreseeable.

158 While there was a tenancy agreement between EGD and Cocomo, there is nothing in the contractual arrangement between EGD and Cocomo to indicate that they intended to exclude the imposition of a tortious duty of care on EGD to avoid causing pure economic loss to the occupants of the premises in respect of a corporate tenant. There are therefore no policy reasons militating against the imposition of a duty of care on EGD towards Yura. In the circumstances, I

find that EGD owed a duty of care to Yura which it breached in failing to take prompt action to address the choked drainage outlet which they were clearly aware of and which was a material cause of the water seepage incident on 14 and 16 May 2024.

159 In respect of the alleged damage to Yura's belongings, I find that the Defendants have failed to prove the damage as claimed. First of all, while Yura produced pictures of mouldy packaging for her Richard Mille RM 67-01 watch and mouldy packaging for her Ulysse Nardin Freak X watch, there is no evidence that she had the original packaging for the other items and the authenticity certificates or papers or warranty cards for all these luxury items and that they were irreparably damaged during the water seepage incidents. No evidence was adduced as to where these items were stored and that these were areas affected by the water seepage. There was also no evidence that Yura had mitigated any such alleged loss by moving or storing the items appropriately upon the onset of the various water seepage incidents.

160 On the stand, Ms Ng testified that she had arrived at the diminution of value on her report by consulting a website known as [chrono24.sg](https://www.chrono24.sg)⁹³ as well as transacted prices in the past⁹⁴. However, these transacted prices were for items that were complete with box and papers. In addition, based on the website materials that Ms Ng consulted and exhibited, the difference between a Richard Mille RM 67 with or without an original box is \$837 (being \$270,342 less \$269,505). The website indications therefore do not support her diminution in value indicated for the Richard Mille RM 67 watch. When asked if she has any evidence to support her estimation of the resale value of the items without boxes

⁹³ 2BA 356 - 357

⁹⁴ NE, 20 May 2026, 8/24 – 9/17

and papers, she conceded that she had none as she has not sold similar items without the certificate in the past two years⁹⁵. While she may have sold time pieces in the past, she stated that those transactions were back in 2020 or 2021 or even further back, at a time before watches were viewed as prized possessions. No records of such transactions were produced as evidence in support of her estimations of the diminished value of the items without boxes and papers.

161 As set out in *Desert Palace Inc (trading as Caesars Palace) v Poh Soon Kiat* [2009] 1 SLR(R) 71, while a judge is not entitled to substitute his own views for those of an uncontradicted expert which is not obviously lacking in defensibility, a court must not close its mind and slavishly accept the uncontradicted evidence of an expert.

162 Here, the evidence of Ms Ng was based on the assumption that Yura had the box and papers of the various items. Out of the five items she inspected, there was only evidence that Yura had the box of the Richard Mille RM 67-01 watch and that of the Ulysse Nardin Freak X watch. Ms Ng's estimation of the diminution in value of the Ulysse Nardin Freak X watch due to a damaged box was unsubstantiated and her estimation of the diminution in value of the Richard Mille watch due to the lack of a box was not substantiated by the reference materials she enclosed. On the record, there was only evidence that the water seepage events had caused the packaging for the Richard Mille and the Ulysse Nardin watches to be damaged. Taking into account the reference materials consulted by Ms Ng, I award damages of \$1,000 to Yura for damage to the packaging of the Richard Mille and the Ulysse Nardin watches.

⁹⁵ NE, 20 May 2026, 9/23 – 10/3

163 For completeness, I did not find the alleged losses to be too remote. That there would be damage to an occupant's belongings in the event of a contract breach would be well within the reasonable contemplation of the contracting parties to a tenancy agreement. As referred to in *Zicom Pte Ltd v Antara Koh Pte Ltd* [1997] SGHC 215 at [97], it is not necessary to show that a contract breaker ought to have contemplated as not unlikely the precise detail of the damage or the precise manner of its happening. It is sufficient that the contract breaker should have contemplated that damage of that kind is not unlikely.

Conclusion

164 In view of my findings above, Cocomo is ordered to pay EGD the sum of \$31,703.22 in rental arrears with interest at 10% per annum on the amounts payable but unpaid calculated as per clause 7(c) of the Second Tenancy Agreement. This is to be set off against the security deposit of \$8,888 held by EGD. The Defendants are also ordered to pay EGD the sum of \$340 in damages. EGD is ordered to pay Cocomo the sum of \$10,992.29 as damages and Yura the sum of \$1,000 as damages.

165 The parties are to file and exchange written submissions on the issue of costs (limited to 10 pages) within 14 days of this judgment.

Sia Aik Kor
District Judge

Clarence Lun Yaodong (Fervent Chambers LLC) for the claimant;
Chong Chi Chuin Christopher and Chester Su Yong Meng (Drew &
Napier LLC) for the defendants.
