

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGCDT 1

Community Disputes Resolution Tribunal (CDRT) – Claim No. 299 of 2021

Between

JET

... Claimant

And

JEU

... Respondent

JUDGMENT

[NEIGHBOUR DISPUTE] — [Access to property] — [Right to enjoyment or
use of place of residence] — [Omission]
— [Unreasonable interference]

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JET

v

JEU

[2026] SGCDT 1

Tribunal Judge Lee Li Choon

4 and 17 March 2022

17 March 2022

Tribunal Judge Lee Li Choon

1 On 1 November 2021, the Claimant filed a claim with the Community Disputes Resolution Tribunal seeking an order to compel her neighbour, the Respondent, to permit her contractor or agent access to his property's rooftop to perform repair and waterproofing works on her property's exterior wall, together with damages of \$1,350.

2 I heard this claim on 4 March 2022 and delivered my decision on 17 March 2022. This published judgment sets out the detailed reasons for my decision.

Background

3 The Claimant and Respondent owned adjacent terrace houses on the same road (numbers 39 and 41 respectively), separated by a common boundary

wall. At the time of the hearing, the Claimant was a new owner who had moved into her newly reconstructed three-storey property in 2020. The Respondent's property was single storey. Given the height difference, an exposed wall on the Claimant's property sits immediately above the boundary wall separating the parties' properties ("exposed wall"). To be clear, the exposed wall forms part of the Claimant's building structure.

4 Shortly after moving in, the Claimant noticed water patches forming on the inner side of the exposed wall within her property, specifically on the inner walls of the second and third storeys adjacent to the Respondent's property ("inner walls"). She engaged the developer who sold her the property to rectify the problem. In January 2021, the developer carried out waterproofing works on the inner walls.

5 However, in April 2021, water bubbles reappeared on the inner walls, and on 14 April 2021, the toilet sink on the second storey fell off during the night. The Claimant contacted the developer again. The developer informed her that water seepage had corroded the grooves securing the sink to the inner walls, causing the sink to fall off. Water had also penetrated the wooden vanity cupboard below the sink, whilst other areas of the inner walls showed water marks and mould. In addition, the paint on the inner walls had blistered with efflorescence; cracks had appeared on the inner walls including around power sockets; and dampness had affected the timber flooring near the inner walls.

6 Under the developer's advice that water had seeped in through the exposed wall, the Claimant sought her property agent's assistance to approach the Respondent for permission to access his rooftop to conduct waterproofing works on the exposed wall. However, the Respondent refused to speak with her property agent.

7 The Claimant then engaged Kong General Contractor Pte Ltd to perform waterproofing via chemical injections into the inner walls within her property. She was advised that this would only temporarily abate the water seepage and that the problem required waterproofing works on the exposed wall itself. The Claimant subsequently obtained assessments and quotations from Singapore Paints & Contractor Pte Ltd and Square Feet Interior Design Pte Ltd for waterproofing works on the exposed wall.

8 To secure the Respondent's permission, the Claimant sought assistance from her Member of Parliament. On 2 October 2021, representatives from the Claimant's Group Representation Constituency or GRC inspected the water damage in the Claimant's property and, after speaking with the Respondent or his family members, they informed the Claimant that the Respondent wished her to approach them directly. The Claimant, her brother-in-law, and sister subsequently explained to the Respondent and his wife their need for roof access to waterproof the exposed wall, but the Respondent refused permission and directed them to seek help from the developer.

9 On 9 October 2021, another toilet sink on the third storey fell off. Despite the Claimant's renewed approach and assurances regarding proper roof covering during works and prevention of damage, the Respondent again refused permission for roof access for the Claimant to carry out waterproofing works on the exposed wall of her property.

10 On 1 November 2021, the Claimant filed this claim in the Community Disputes Resolution Tribunal, citing the Respondent's failure or omission to give consent to his rooftop access for her repairs to the exposed wall as the basis of her claim.

11 At the pre-trial conference on 28 January 2022 and the hearing on 4 March 2022, it emerged that the Claimant had purchased the property from the developer, Inclover Development Pte Ltd after the completion of construction of the property in 2020. Since construction, the developer and the Respondent had ongoing unresolved disputes concerning damage to the Respondent’s roof and kitchen wall during construction. This background contributed to the Respondent’s refusal to grant the Claimant access to his rooftop.

12 At the pre-trial conference on 28 January 2022, I informed the Respondent that his dispute with the developer constituted a separate matter from the present dispute with the Claimant as current owner, and that these matters should not be conflated. Despite that, the parties could not come to an amicable resolution of their dispute.

The Claimant’s claim

13 The Claimant withdrew her damages claim at the pre-trial conference on 28 January 2022, thereby narrowing the issue for trial to the specific performance sought by her, i.e., for the Respondent to grant access to the rooftop of his property for her to carry out repair and waterproofing works on the exposed wall of her property. The required access was for the Claimant’s contractor’s workers to step on the Respondent’s roof whilst performing such repair and waterproofing works. The Claimant confirmed that she would not need to erect any scaffolding on the Respondent’s roof, as access would be via rope access from her own roof.

Issues for determination

14 Section 4 of the Community Disputes Resolution Act 2015 (“CDRA”) provides:

4. – (1) An individual who resides in a place of residence (called in this Part the respondent) must not, by his or her act or omission, directly or indirectly, and whether intentionally, recklessly or negligently, cause unreasonable interference with his or her neighbour's enjoyment or use of the place of residence that the neighbour resides in.

15 As the overall burden lay with the Claimant, she must satisfy this tribunal that the Respondent had breached section 4 CDRA. In this regard, it was for the Claimant to establish that the Respondent's permission for access to his rooftop for her to perform waterproofing works on the exposed wall of her property was necessary and that his failure or omission to grant such access constituted a breach of section 4 CDRA.

16 Therefore, the issues for my determination were:

- (a) Whether the Respondent's permission for access to his rooftop for the Claimant to perform waterproofing works on the exposed wall was necessary; and
- (b) Whether, if so, the Respondent's failure to grant access to his rooftop caused an unreasonable interference with the Claimant's enjoyment or use of her place of residence. This encompassed two related issues:
 - (i) Whether the Respondent's failure to grant access constituted an interference with the Claimant's enjoyment or use of her property; and
 - (ii) If so, whether that interference was unreasonable.

Findings

Whether the Respondent's permission to give access to his rooftop for the Claimant to perform repair / waterproofing works on the exposed wall was necessary

17 In support of her claim, the Claimant submitted the witness statement and the report of Mr Lam Yan Yu Sheen Fee Jerry (“Mr Lam”), a building surveyor and civil engineer with over 25 years of experience in the building industry.

18 At the hearing on 4 March 2022, Mr Lam testified that the inner walls of the Claimant’s property were damp and that water seepage had damaged finishes including the paintwork on the walls and the vanity cabinets in the toilets. His investigation revealed dampness registering the maximum reading of 999 on the moisture meter. Based on his observations and investigation, Mr Lam concluded that rainwater seeping through crack lines in the exposed wall caused the water damage. Mr Lam’s conclusion was that “water ingress into the exposed wall must be arrested urgently” to “prevent consequential damages to the inner walls and floor finishes of both the Claimant’s and the Respondent’s properties, long term corrosion to any reinforcement of any reinforced concrete slab/wall, tripping of the electrical system as well as risk of electrocution and/or fire as the water enters the electrical circuits and debonding and risk of falling off of the plaster from the exposed wall that may affect the safety of the residents”.

19 I noted that the risks of failing to arrest the problem of water ingress into the exposed wall, as highlighted by Mr Lam, extended beyond the Claimant’s property and the occupants in her property. The risks encompassed the Respondent’s property and the occupants therein as well.

20 To substantiate his defence, the Respondent furnished a report by his expert witness, Mr Low Kim Ching (“Mr Low”), a retired architect who, at the time of the hearing, did mainly freelance consultation work.

21 In Mr Low’s report, he identified seven probable causes for the dampness on the Claimant’s inner walls. Notably, four of these seven causes concerned issues related to the exposed wall, including rainwater entering porous mortar joints in the brick wall; improper mixing of cement, sand and water resulting in plastering cracks on the exposed wall; rainwater entering through existing cracks on the exposed wall; and rainwater entering through possible defective screw fixing and metal capping on the exposed wall’s top.

22 Of the two experts, I found Mr Lam’s opinion on the cause of water seepage in the Claimant’s inner walls more persuasive for the following reasons:

- (a) Mr Lam had conducted an inspection of and investigation from within the Claimant’s property whilst Mr Low had not. I therefore found Mr Lam’s identification of the cause of the water seepage more accurate and persuasive, compared with the theoretical and speculative causes listed by Mr Low.
- (b) In Mr Low’s survey report and at the hearing on 4 March 2022, Mr Low himself confirmed crack lines existed on the exposed wall and identified rainwater seeping through these crack lines as a possible cause of water seepage into the Claimant’s inner walls. Mr Low’s report and testimony therefore corroborated Mr Lam’s expert evidence that water seepage into the Claimant’s inner walls resulted from rainwater seeping through crack lines in the exposed wall.

- (c) Four of the seven probable causes identified by Mr Low pertained to exposed wall issues. Mr Lam's expert opinion that the exposed wall generally caused the water seepage problem was therefore supported by and aligned with Mr Low's expert opinion.

23 I therefore found that cracks in the exposed wall, or the exposed wall's condition generally, caused the water seepage problem in the Claimant's inner walls, as this led to rainwater seeping through the exposed wall into the inner walls, thereby causing damage to the Claimant's property.

24 I turn now to the question whether the Claimant had established that access to the Respondent's rooftop was necessary to resolve the water seepage problem caused by rainwater seeping through the exposed wall.

25 The Claimant's evidence through Mr Lam was that the solution required sealing of cracks and performing waterproofing works on the exposed wall. The Claimant's proposed solution involved her contractor accessing the exposed wall through rope access via her property's roof to seal crack lines and perform necessary waterproofing works on the exposed wall. To carry out such rectification and waterproofing works, the contractor's workers would need to step on the Respondent's rooftop. The Claimant therefore required the Respondent's consent for access to his rooftop.

26 In his report, Mr Low provided five recommended solutions to address the seven probable causes of the water seepage:

- (a) Solution 1: Pressure grouting method to pressure grout [the inner walls] at locations of water seepage or dampness to immediately

stop the seepage occurring on the interior face of the exposed wall, i.e., the inner walls.

- (b) Solution 2: Pressure injecting “water-stop non-curing polymer rubber gel or acrylic gel” into the exposed wall to create a water barrier.
- (c) Solution 3: Installing a water proofing membrane layer on the interior surface of the exposed wall in the Claimant’s property and covering it with partition boards.
- (d) Solution 4: Cavity Wall System – erecting a new internal wall, with reasonable gap from the exposed wall. According to him, cavity walls would prevent moisture from travelling from the outer wall to the internal wall, effectively resolving the inner walls’ dampness problem.
- (e) Solution 5: Hacking and removing the existing outer plastering layer from the entire wall, rectifying defective cement mortar joints between bricks with new cement mortar (with possible waterproofing additives to improve joint water tightness), and applying new cement sand plastering and waterproofing coating or water repellent paint on the whole exterior surface of the exposed wall.

27 At the hearing on 4 March 2022, evidence of Ms Peh Shanny, the developer’s director, established that the Claimant had already implemented the first two solutions recommended by Mr Low: pressure grouting and chemical injection into the inner walls (Solutions 1 and 2 above).

28 During the same hearing, Mr Lam explained that chemical injection into the inner walls would not resolve the water seepage into the Claimant’s inner walls, as rainwater penetrating through cracks in the exposed wall would simply find alternative routes. Regarding Mr Low’s Solution 2, Mr Lam opined that chemical injection would be more effective if applied directly to the exposed wall itself, which formed part of the waterproofing solutions proposed for the exposed wall.

29 Concerning Mr Low’s remaining recommendations or solutions, Mr Lam opined that Solution 3 would not address the water seepage problem, as water would continue to infiltrate from the exposed wall and travel within the Claimant’s property, causing damage. Furthermore, it would not address the source of the water seepage problem – the exposed wall itself.

30 Regarding Solution 4, Mr Lam testified that it was “a bit extreme” – akin to using a sledgehammer to kill an ant. Additionally, Mr Low acknowledged that he had never implemented a cavity wall system and this recommendation was derived from literature materials of unknown source. Upon closer examination of the “cavity wall system” description, I found that the supporting literature materials in Mr Low’s report did not clearly demonstrate that this method was designed to address the problem of water seepage from an exposed wall.

31 Concerning Solution 5, Mr Lam testified that it would require hacking the entire plastering of the exposed wall, which would also necessitate access to the Respondent’s rooftop. Additionally, Solution 5 would involve substantially more extensive work, requiring scaffolding to be erected on the Respondent’s roof and a longer period of access to the Respondent’s rooftop. Given that the Respondent was unwilling to grant rooftop access for less intrusive repair and

waterproofing works, I found it illogical for the Respondent to prefer Solution 5 over the Claimant's proposed solution to resolve the water seepage problem in her property.

32 Based on the foregoing analysis, I found that Mr Lam's proposed solution was the optimal approach to resolve the water seepage problem in the Claimant's property. Accordingly, I was satisfied that the Claimant had established that access to the Respondent's rooftop was necessary to address the water seepage problem.

Whether the Respondent's failure to give access to his rooftop for the Claimant to carry out repair and waterproofing works constituted an interference with the Claimant's enjoyment or use of her property

33 In my view, the mischief in section 4 of the CDRA concerns interference with one's right to enjoy or use one's place of residence. Section 4 falls under the subject heading, "Tort of interference with enjoyment or use of the place of residence". The purpose of tort law is to protect one's rights from infringement by others. In this case, section 4 seeks to protect the right to enjoy or use one's place of residence. Therefore, it must be demonstrated that the Respondent's failure to give access to his rooftop constituted an interference that impinged upon the Claimant's right to enjoy or use her residential property.

34 As a starting point, this was not a case where the Respondent's refusal or failure to grant access to his rooftop caused the water seepage problem that affected the Claimant's enjoyment or use of her place of residence. The Respondent's failure to give access to his rooftop was not the cause of the water seepage problem. Rather, the failure prevented the Claimant from carrying out necessary repair and waterproofing or rectification works to her property, which

resulted in the water seepage problem in her property persisting without redress or remedy.

35 I am of the view that the right of the Claimant to enjoy or use her property includes the right to rectify or carry out necessary repairs or rectification works to her property when damage has been caused in a manner that affected her enjoyment or use thereof.

36 As defined in section 4 CDRA, an interference may be caused by both acts and omissions. In this case, the Respondent's omission or failure to consent to access to his rooftop constituted the act of interference complained of.

37 As analysed above, I am satisfied that the Claimant had shown that access to the Respondent's rooftop was necessary for repairing the cracks in the exposed wall and carrying the requisite waterproofing works. Therefore, the Respondent's failure or refusal to grant access prevented the Claimant from carrying out necessary repairs and rectification works to the exposed wall of her property. As the Claimant's right to enjoyment and use of her place of residence includes the right to carry out the necessary repairs to rectify property damage, I am satisfied that the Respondent's failure to grant access to his rooftop interfered with that right.

Whether the Respondent's interference was unreasonable

38 From the Response and evidence filed by the Respondent, his refusal to grant access to his rooftop stemmed from two reasons:

- (a) First, the Respondent believed that the Claimant had not verified that the exposed wall was the source of water seepage; and

- (b) Second, the Respondent wanted to address his dispute with the developer over damage caused to his property by the construction of the Claimant's property together with the access issue.

39 On the first reason, according to the Respondent's own expert witness, Mr Low, it would be necessary for the Claimant to conduct water ponding tests by spraying water at the suspected source to confirm that it was the source of the water seepage. An examination of Mr Low's report revealed that water dampness on the inner walls was presumed to be the problem in the Claimant's property, and based on this premise, various causes for that dampness were identified.

40 Based on Mr Lam's inspection and investigation, there was no other source for the water seepage that caused the dampness in the inner walls of the Claimant's property other than through the exposed wall. Therefore, the water testing proposed by Mr Low to confirm the cause of water dampness in the inner walls of the Claimant's property essentially required spraying of water on the exposed wall. Ironically, for the Claimant to conduct this test, she would require access to the Respondent's rooftop. The Respondent's failure to grant access to his rooftop therefore created a Catch-22 situation for the Claimant.

41 Based on the foregoing, I conclude that the Respondent's failure to consent to the Claimant's access to his rooftop for water-testing to confirm the cause of water seepage and for waterproofing works to be performed on the exposed wall was unreasonable.

42 As for the second reason, the Respondent's dispute with the previous owner of the property was a separate and unrelated matter that should be

pursued directly with the developer who was the previous owner. In the circumstances, I found the Respondent's desire to conflate the two issues to be misguided and unreasonable as well.

43 In conclusion, I found that the Respondent's failure to grant access to his rooftop to the Claimant amounted to an unreasonable interference with the Claimant's right of enjoyment and use of her place of residence.

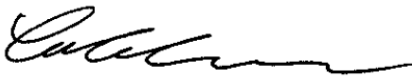
Order of the Tribunal

44 The Claimant assured this Tribunal that she had attempted to allay the Respondent's concerns by confirming that protective covering would be employed during the waterproofing works to safeguard his roof from damage. The Claimant further indicated her willingness to compensate the Respondent for any damage caused by her contractor's workers whilst accessing his property to conduct repair or waterproofing works on the exposed wall. Whilst the Respondent would retain legal recourse for property damage caused by the Claimant regardless of such undertakings, I considered it appropriate to incorporate these assurances into the necessary orders.

45 Accordingly, I granted the following orders under section 5 CDRA in favour of the Claimant:

- (a) The Respondent shall grant to the Claimant, her agent, and the agent's workers access to his property's rooftop for repairs and waterproofing works to be carried out on the exposed wall of the Claimant's property.
- (b) The Claimant shall discuss with the Respondent the required period of access and obtain his prior approval before such access commences.

- (c) Should any damage occur to the Respondent's property during such access granted to the Claimant or her agent, the Respondent shall be entitled to claim from the Claimant damages reasonably incurred and sustained as a result of negligent acts by the Claimant or her agent.



Lee Li Choon
Tribunal Judge

Claimant in person
Respondent in person