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STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE)  
DIRECTIONS, 2024

ARRANGEMENT OF DIRECTIONS

PART I  
PRELIMINARY

*Direction*

1. Citation and application
2. Interpretation

PART II  
THE MANAGEMENT BODY

3. Functions of the management body
4. Common property for common benefit

*Direction*

5. Provision of amenities or services
6. Defaulters
7. Powers of a management body to impose a fine

PART III  
THE SUBSIDIARY PROPRIETOR

8. General duties of a subsidiary proprietor
9. General prohibitions for a subsidiary proprietor
10. Prohibition of nuisance
11. Appearance, facade and colour of the exterior of parcel
12. Storage of inflammable or explosive materials
13. Pest control
14. Keeping of animals
15. Drying of laundry
16. Compliance with Directions

PART IV  
THE COMMON PROPERTY

17. Identification
18. Fire fighting installation or equipment
19. Notices and signs
20. Prohibition of obstruction
21. Garden, lawns and potted plants
22. Encroachment on common property and other parcels
23. Furniture, fixtures and fittings
24. Children playing on common property

PART V  
VEHICLES

25. Vehicles

PART VI  
SOLID WASTE

26. Disposal of Solid waste

PART VII  
RENOVATIONS

*Direction*

27. Renovation works and repairs
28. Restrictions in renovation works
29. Other prohibitions

PART VIII  
DEFECTS TO PARCELS AFFECTING SUPPORT OR SHELTER

30. Power of management body to act as agent for subsidiary proprietors in case of defects to parcels
31. Penalties

SARAWAK LAWNET

## STRATA MANAGEMENT ORDINANCE, 2019

STRATA MANAGEMENT (MANAGEMENT AND MAINTENANCE)  
DIRECTIONS, 2024

(Made under section 3(6))

In exercise of the powers conferred by section 3(6) of the Strata Management Ordinance, 2019 [*Cap. 76*], the Commissioner has made the following Directions:

PART I  
PRELIMINARY**Citation and Application**

1.—(1) These Directions may be cited as the **Strata Management (Management and Maintenance) Directions, 2024**, and shall come into force on the 1st day of January, 2025.

(2) These Directions shall bind the management body, the purchaser, parcel owners or subsidiary proprietors, and any chargee or assignee, lessee, tenant or occupier of a parcel, as the case may be, to the same extent as if the Directions have been signed or sealed by each of the body or person mentioned above and contain mutual covenants to observe, comply and perform all the provisions of the Directions.

(3) These Directions shall apply to all strata developments under the Ordinance except where the strata developments pass a resolution under sections 30 (2), 63 and 64 of the Ordinance to have their own by-laws, these Directions shall be a guideline.

(4) The provisions under these Directions may be amended, by special resolution, by the joint management body, the management corporation or subsidiary management corporation, except during the management by the developer, before the joint management body is established under Chapter 2 of Part IV of the Ordinance, the approval of the Commissioner is required.

**Interpretation**

2.—(1) In these Directions—

“management body” shall be construed as a reference to the developer (during the developer’s management period and during the preliminary management period), joint management body, management corporation or the subsidiary management corporation, as the case may be;

“subsidiary proprietor” carries the same meaning as in Strata (Subsidiary Titles) Ordinance, 2019 [*Cap. 75*], and to include the Purchaser and the Parcel Owner during the period where the Strata Title is yet to be issued;

“share units” carries the same meaning as in Strata (Subsidiary Titles) Ordinance, 2019 [*Cap. 75*], and shall also refer to allocated share units under section 7 of the Ordinance;

“Ordinance” means Strata Management Ordinance, 2019 [*Cap 76*]; and

“Regulations” means Strata Management (Management and Maintenance) Regulations, 2022 [*Swk L.N. 109/2022*].

(2) For the purpose of these Directions, a “purchaser or parcel owner” shall include his family or any chargee, assignee, lessee, tenant, occupier or invitee of his parcel.

## PART II THE MANAGEMENT BODY

### Functions of the management body

3. The management body shall—

(a) maintain in a state of good and serviceable repair, and where necessary, renew or upgrade, the fixtures and fittings, lifts, escalators, installations, equipment, devices and appliances existing in the development and used or capable of being used or enjoyed by occupiers of two or more parcels;

(b) maintain, repair and where necessary, renew or upgrade sewers, pipes, wires, cables and ducts existing in the development and used or capable of being used in connection with the enjoyment of more than one parcel or the common property;

(c) where applicable, establish and maintain suitable lawns and gardens on the common property;

(d) where applicable, manage, maintain and secure suitable operators for any of the common utilities, amenities and services in the common property, such as launderette, convenience store, cafeteria, nursery and others, to reasonable standards of safety and health for the convenience, comfort and enjoyment of the subsidiary proprietor;

(e) renew and upgrade common property where necessary for the purpose of retaining and adding the market value of parcels in the development;

(f) on the written request of a subsidiary proprietor and on payment of a fee which shall not exceed fifty ringgit, furnish to the subsidiary proprietor, or to a person authorised in writing by the subsidiary proprietor, the copies of all policies of insurance effected under the Ordinance or effected against such other risks as directed by the subsidiary proprietor by a special resolution, together with the copies of the receipts for the last premiums paid in respect of the policies;

(g) set up, manage and maintain proper procurement procedures and tender process in a fair and transparent manner for all purchases, acquisitions or award of contracts in connection with the management and maintenance of the common property;

(h) set up, manage and maintain a good credit control system in the collection of maintenance charges and contribution to the sinking fund and any other charges lawfully imposed by the management body;

(i) administer and enforce the Directions made under the Ordinance;

(j) without delay, enter in the subsidiary roll, any change or dealing notified to it by any subsidiary proprietor; and

(k) do such other things as may be expedient or necessary for the proper management and maintenance of the subdivided building or land and the common property.

#### **Common property for common benefit**

4.—(1) The management body shall control, manage and administer the common property for the benefit of all the subsidiary proprietors provided that the management body may, by written agreement with a particular subsidiary proprietor, grant him for a defined period of time, the exclusive use and enjoyment of part of the common property or special privileges in respect of the common property or part of it subject to appropriate terms and conditions to be stipulated by the management body and such exclusive use of a common property shall not in any way change the share units and charges imposed.

(2) The management body has to obtain prior approval through resolution of the general meeting before exercising its authority under Direction 4(1).

#### **Provision of amenities or services**

5. The management body may make an agreement with a particular subsidiary proprietor for the provision of amenities or services by the management body to or in respect of his parcel.

#### **Defaulters**

6.—(1) For the purpose of these Directions:

(a) a defaulter is a subsidiary proprietor who has not fully paid the maintenance charges or contribution to the sinking fund in respect of his parcel or any other money imposed by or due and payable to the management body under the Ordinance at the expiry of the period of fourteen days of receiving a notice from the management body; and

(b) any restriction or action imposed against a defaulter shall include his family or any chargee, assignee, successor-in-title, lessee, tenant or occupier of his parcel.

(2) If any sum remains unpaid by the subsidiary proprietor at the expiry of the period of fourteen days specified in Direction 6(1)(a) of these Directions, the subsidiary proprietor shall pay interest at the rate of ten per cent per annum calculated on a daily basis or at such rates as shall be determined by the management body at a general meeting, until the date of actual payment of the sum due.

(3) The management body may prepare a defaulters' list showing the names of the defaulting subsidiary proprietor, their respective parcels and the amount of the sum that remains unpaid and may display the list of defaulters' names on the notice boards in the building provided that such lists shall be updated by the management body at the end of every following calendar month.

(4)(a) The management body may, at the expiry of the period of fourteen days specified in Direction 6(1)(a) of these Directions, and without prior notice, deactivate any electromagnetic access device such as a card, tag or transponder, issued to a defaulter until such time that any sum remaining unpaid in respect of his parcel has been fully paid, together with a charge not exceeding fifty ringgit that may be imposed by the management body for the reactivation of his electromagnetic access device.

(b) During the period of the deactivation of his electromagnetic access device, the management body may require the subsidiary proprietor to sign in a defaulters' register book each time that the defaulter requires any assistance.

(5) The management body may stop or suspend a defaulter from using the common facilities or common services provided by the management body, including any car park bay in the common property that has been designated for the use of the defaulter except those car park that are designated as subsidiary parcel.

(6) The management body may enter into any instalment payment scheme in writing with a defaulter to enable the defaulter to settle his outstanding sum in such number of instalments or upon such terms and conditions as the management body shall deem fit and proper, including withholding any action permitted under Directions 6(4) and 6(5) of these Directions.

(7) The management body may accept payment of any sum due by a defaulter which is made by his chargee, assignee, successor-in-title, lessee, tenant or occupier, and any of the aforesaid persons who had made such payment shall be deemed to be irrevocably authorized by the defaulter to do so.

#### **Powers of a management body to impose a fine**

7.—(1) The management body may by a resolution at a general meeting impose a fine of such amount as shall be determined by that general meeting against any person who is in breach of any of these Directions.

(2) All fines imposed under Direction 7(1) of these Directions shall be a debt due to the management body and upon payment shall be deposited into the maintenance account.

PART III  
THE SUBSIDIARY PROPRIETOR

**General duties of a subsidiary proprietor**

8. A subsidiary proprietor shall—

(a) promptly pay to the management body the maintenance charges and contribution to the sinking fund relating to his parcel and all other money imposed by or payable to the management body under the Ordinance;

(b) promptly pay all quit rent, local authority assessment and other charges and outgoings which are payable in respect of his parcel;

(c) permit the management body and its servants or agents, at all reasonable times and on reasonable notice being given (except in the case of emergency when no notice is required), to enter his parcel for the purposes of—

(i) investigating leakages or other building defects;

(ii) maintaining, repairing, renewing or upgrading pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other parcel or the common property;

(iii) maintaining, repairing, renewing or upgrading the common property; and

(iv) executing any work or doing any act reasonably necessary for or in connection with the performance of its duties under the Ordinance, the Regulations made thereunder these Directions;

(d) forthwith carry out all the work ordered by any public or statutory authority in respect of his parcel other than such work for the benefit of the building or common property;

(e) repair and maintain his parcel, including doors and windows and keep it in a state of good repair, reasonable wear and tear, except damage by fire, storm, tempest or act of God, and shall keep clean all exterior surfaces of glass in windows and doors on the boundary of his parcel which are not common property, unless the management body as resolved, that it will keep clean the glass or specified part of the glass that cannot be accessed safely or at all by the subsidiary proprietor;

(f) maintain his parcel including all sanitary fittings, water, gas, electrical and air-conditioning pipes and apparatus thereof in a good condition so as not to cause any fire or explosion, or any leakages to any other parcel or the common property or so as not to cause any annoyance to the subsidiary proprietors of other parcels in the development;

(g) forthwith repair and make good at his own cost and expense any damage to his parcel if such damage is excluded under any insurance policy effected by the management body and to carry out and complete such repair within any time period specified by the management body failing which the



management body may carry out such repair and the cost of such repair shall be charged to the subsidiary proprietor and shall be payable on demand;

(h) not use or permit to be used his parcel in such a manner or for such a purpose as to cause nuisance or danger to any other subsidiary proprietor or the families of such subsidiary proprietor;

(i) not use or permit to be used his parcel contrary to the terms of use of the parcel shown in the subdivided plan approved by the relevant authority;

(j) notify the management body forthwith of any change in the subsidiary proprietorship of his parcel or any dealings, charges, leases or creation of any interest for entry in the subsidiary roll; and

(k) use and enjoy the common property in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by other subsidiary proprietor.

#### **General prohibitions for a subsidiary proprietor**

**9.** A subsidiary proprietor shall not—

(a) use his parcel for any purposes which may be injurious to the reputation of the development;

(b) use as fuel any substance or material which may give rise to smoke or fumes or obnoxious smells or shall not use any substance which the management body in a general meeting shall decide; and

(c) throw or allow to fall, any refuse or rubbish of any description on the common property or any part thereof except in refuse bins maintained by him or in refuse bins in common refuse chambers provided in the building.

#### **Prohibition of nuisance**

**10.—(1)** A subsidiary proprietor shall avoid any act, omission or thing occasioning or likely to occasion injury, annoyance, offence, harm, danger or damage to the sense of sight, smell, or hearing, or which is or is likely to be injurious or dangerous to health or common property or his parcel or to any person lawfully using the common property.

(2) A subsidiary proprietor shall take all reasonable steps to ensure that his invitees, including customers and staff, do not behave in a manner likely to cause offence, embarrassment or nuisance to any other subsidiary proprietor or to any person lawfully using the common property.

(3) In a building or part of a building used for any residential or dwelling purposes, or any building of which usage predominantly residential in nature, the sound of any electrical and electronic equipment, apparatus or appliance, or any musical instrument used in a parcel or the common property shall be kept at a low volume after 11.00 p.m. so as not interfere with other subsidiary proprietor unless

prior written approval for a specific function and specific duration has been obtained from the management body.

(4) A subsidiary proprietor shall not use as fuel any substance or material or do anything in his parcel which will affect the peaceful enjoyment of any other subsidiary proprietor or which may dirty or discolour the exterior of his parcel or other parcels or the common property.

#### **Appearance, facade and colour of the exterior of parcel**

**11.** Subject to Part XII of the Regulations, a subsidiary proprietor shall not change the appearance, colour code and facade to any part on the exterior of his parcel without the prior written approval of the management body, and, where necessary, the approval of the appropriate authority.

#### **Storage of inflammable or explosive materials**

**12.—(1)** In a building or part of a building used for any residential or dwelling purposes, or any building of which usage predominantly residential in nature, a subsidiary proprietor shall only use or store in his parcel any inflammable chemical, liquid, gas and other material for domestic purposes only or for a fuel tank of a motor vehicle or an internal combustion engine provided that the storage of such substances or materials shall not be in excess of the quantity reasonably required for domestic purposes.

(2) Nothing in these Directions shall authorize any subsidiary proprietor to use or store in his parcel or the common property, any inflammable or explosive chemical, liquid, gas and material that contravenes any written law regulating the use or storage of such substances or materials.

#### **Pest control**

**13.** A subsidiary proprietor shall take all necessary steps to prevent his parcel from infestation by termites, vermin, rodents, pests and insects provided that any netting or grilles installed shall first be approved by the management body.

#### **Keeping of animals**

**14.—(1)** In a building used for residential or dwelling purposes or any building of which usage predominantly residential in nature, a subsidiary proprietor shall not keep any particular animal in his parcel or on the common property thereof that may cause annoyance or nuisance to the other subsidiary proprietor or which may be dangerous to the safety or health of the other subsidiary proprietor or which contravenes any written law or rules and regulations currently enforced by the relevant authorities.

(2) A subsidiary proprietor who is in breach of Direction 14(1) of these Directions, shall within three days upon the receipt of a written notice from the management body remove the particular animal from the building. If he fails to do so, the management body may take whatever action deemed necessary to remove the particular animal from the building, and—

(a) all cost incurred shall be charged to and imposed on the subsidiary proprietor; and

(b) the management body shall not be liable for any damage reasonably caused to the property of the subsidiary proprietor in the process of removing such animal.

#### **Drying of laundry**

**15.** In a building used for residential or dwelling purposes or any building of which usage predominantly residential in nature, a subsidiary proprietor shall not hang any washing, towel, bedding, clothing or other article on any part of his parcel in such a way as to protrude outside his parcel, other than at the areas designated for such purpose for a reasonable period except with the prior written approval of the management body.

#### **Compliance with Directions**

**16.—(1)** Every subsidiary proprietor shall at all times comply with these Directions.

(2) The management body may require any subsidiary proprietor who, despite being cautioned, persists in the breach of any of these Directions to leave the common property immediately.

(3) In the event of a breach of any of these Directions by a subsidiary proprietor, he shall at his own cost immediately remedy or make good the breach to the satisfaction of the management body.

(4) If any repairs are rendered necessary by reason of any wilful or negligent act or omission on the part of, or breach of any of these Directions by any subsidiary proprietor, the cost incurred by the management body, in carrying out the repairs shall become a debt due to the management body and shall become recoverable from that subsidiary proprietor by the management body.

(5) A subsidiary proprietor shall not be absolved from any liability which may be incurred or suffered as a result of any failure on his part to observe and comply with these Directions.

### **PART IV**

#### **THE COMMON PROPERTY**

##### **Identification**

**17.—(1)** The management body may require any person on the common property to identify himself for security purposes.

(2) The management body may require any person who refuses to comply with Direction 17(1) of these Directions and who is not a subsidiary proprietor to leave the common property or the development immediately.

**Fire fighting installation or equipment**

**18.**—(1) A subsidiary proprietor shall not remove or tamper with any fire fighting installation and equipment installed in the building or the common property.

(2) A subsidiary proprietor shall not do anything in his parcel or on the common property that is likely to—

(a) affect the operation of any safety installation, equipment or devices, or reduce the level of fire safety in the building or the common property; or

(b) create a hazard or danger to any other subsidiary proprietor in the building or any person lawfully using the common property.

(3) A subsidiary proprietor shall not leave unattended any stove, fire or heating appliance that may cause a fire to the building due to overheating of the stove or heating appliance.

**Notices and signs**

**19.**—(1) A subsidiary proprietor shall observe and comply with all notices and signs put up or installed by the management body in the common property, and no subsidiary proprietor shall remove nor deface any of such notices and signs.

(2) A subsidiary proprietor shall not put up any advertisement signage or signboard or any display affixed to the external wall, cladding or facade of his parcel except where such advertisement is approved in writing by the management body and relevant local authority as per the Local Authorities (Advertisement) By-Laws, 2012 [*Swk. L.G. 25/2012*].

(3) The management body may impose any payment for approval under these Directions.

**Prohibition of obstruction**

**20.**—(1) All fire escape routes, including but not limited to, the stairways, landings and passageways in the building or the common property shall not be obstructed by the subsidiary proprietor at any time.

(2) The management body may without prior notice, remove or confiscate any property of a subsidiary proprietor, including but not limited to, motorcycles, bicycles, potted plants, vases, furniture, trolleys, boxes, goods or objects of any kind whatsoever.

(3) The management body may put up a notice of any removed or confiscated property which may be claimed by the subsidiary proprietor within fourteen days from date of the notice subject to payment to the management body of a charge not exceeding two hundred ringgit.

(4) If a removed or confiscated property is not claimed at the expiry of the period, the management body may discard or dispose of such property as it deems fit without any liability to the subsidiary proprietor.

(5) No unauthorized activities shall be permitted in the common property and the management body may refuse to permit or allow any activity which, in the opinion of the management body may pose a danger or nuisance to other subsidiary proprietors.

#### **Garden, lawns and potted plants**

**21.—(1)** A subsidiary proprietor shall not damage any lawn, garden, tree, shrub, plant or flower in the common property.

(2) A subsidiary proprietor shall not use any part of the common property for the purpose of his own garden, except with the prior written approval of the management body.

(3) The lawns, garden, tree, shrub, plants and flowers in the common property are for the enjoyment of the subsidiary proprietors and enhancement of the aesthetic value of the building and no person may remove any plant or vegetation in the common property except with the prior approval of the management body.

(4) Any potted plant or flowers situated in a parcel shall be placed in suitable containers to prevent the dripping of water or soil onto other neighbouring parcels or the common property and these containers shall be frequently emptied of water or treated to prevent the breeding of mosquitoes.

(5) A subsidiary proprietor is prohibited from placing any potted plant or flowers or any other solid objects hung or displayed on the perimeter of his parcel which may cause any harm or damage to a subsidiary proprietor of any other parcel or the common property.

#### **Encroachment on common property and other parcels**

**22.—(1)** A subsidiary proprietor shall not do anything to his parcel which may encroach on any part of the common property or any other parcel.

(2)(a) A subsidiary proprietor shall not mark, paint, put up posters or banners or notices, drive nails or screws, or fasten brackets or the like into, or otherwise damage or deface, any part of the common property except with the prior written approval of the management body.

(b) An approval given by the management body shall not authorize any additions to the common property.

(3) A subsidiary proprietor may install—

(a) any locking or safety device for protection of his parcel against intruders or to improve safety within his parcel;

(b) any screen or other device to prevent entry of animals or insects into his parcel; or

(c) any safety structure or device to prevent children from harm:

Provided that such installations shall comply to Part XII of the Regulations and not encroach on any part of the common property and any locking or safety device, screen, any other device or structure shall be installed by the subsidiary proprietor in a competent and proper manner and shall have an appearance that will complement the building and shall be in keeping with the appearance of the rest of the building.

(4) A subsidiary proprietor shall not leave or store any of his personal belongings such as shoes, potted plants and flowers, cabinets, shelves, vehicles and the like on the common property except with the prior written approval of the management body.

#### **Furniture, fixtures and fittings**

**23.—**(1) Any furniture on the common property, including tables, chairs, settees, benches and deck chairs are provided for the enjoyment and comfort of all subsidiary proprietors and shall not be misused, tampered with, vandalised or damaged by any person and shall not be removed or altered by any subsidiary proprietor without the permission of the management body.

(2) All fixtures and fittings, devices, equipment and installation on the common property, including trolleys, light fittings, timers, door closers, card readers, CCTV cameras, smoke detectors, fire extinguishers, hose reels and nozzles, break glass alarms, safety railings and refuse bins, are provided for the safety and convenience of all subsidiary proprietors and shall not be misused, tampered with, vandalised or damaged by any person.

#### **Children playing on common property**

**24.** In a building used for residential or dwelling purposes or any building of which usage predominantly residential in nature, a subsidiary proprietor shall take all reasonable steps to ensure that any child of whom he has control, when playing on the common property or any of the facilities thereon, shall be accompanied by adults and shall not cause any harm to themselves or cause any vandalism or damage to the common property or create any unreasonable noise or nuisance likely to interfere with the peaceful enjoyment of the other subsidiary proprietor.

### **PART V VEHICLES**

#### **Vehicles**

**25.—**(1) Every vehicle shall be properly parked in the designated parking bay or designated accessory parcels without causing any obstruction to any adjacent vehicle or the flow of traffic.

(2) An improperly parked vehicle may be towed away or wheel-clamped by the management body at the vehicle owner's cost without prior notice, and in such a case—

(a) the wheel clamp will only be removed after payment to the

management body of a charge imposed by the management body which shall not exceed two hundred ringgit and with any towing cost and holding charge actually incurred by the management body; and

(b) the management body shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.

(3) Any unauthorized vehicle parked in common property or any vehicle parked outside the designated car parking bay or in any parking bay designated for another subsidiary proprietor or designated accessory parcel may be towed away or wheel-clamped by the management body at the vehicle owner's cost without prior notice, and in such a case—

(a) the wheel clamp will only be removed after payment to the management body of a charge imposed by the management body which shall not exceed two hundred ringgit and any towing cost and holding charge actually incurred by the management body; and

(b) the management body shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.

(4) No major repairs shall be carried out by any person to any vehicle parked in the development and for this purpose, "major repairs" means repair works which involve excessive noise, fumes, spillage of oil, use of chain blocks or other medium or heavy duty weight lifting equipment.

(5) No additional construction or structure of any form shall be erected on any parking bay in the development without the prior written approval of the management body.

(6) Any person using the car park in the development shall ensure that he does not leave any equipment, spare part, discarded material, rubbish and litter in the car park area. The management body may remove and dispose of such items without any prior notice and shall not be liable for any damage or loss of such items, and the cost incurred in doing so shall be borne and paid by the person concerned on demand.

(7) All vehicles shall be driven carefully and safely in the development.

(8) Any vehicle owner of a vehicle parked in the development shall ensure that the vehicle alarm is well maintained and in order so that there shall not be frequent false alarms causing nuisance or annoyance to other subsidiary proprietors. If the false alarms become a frequent nuisance or annoyance to other subsidiary proprietors, the management body may prohibit the vehicle from entering the development for such period and upon such terms as the management body shall deem fit and proper.

## PART VI SOLID WASTE

### Disposal of Solid waste

26.—(1) A subsidiary proprietor shall not cause any unsightly accumulation

of dirt, garbage, rubbish or debris in his parcel and accessory parcel that is visible from the outside and affecting the appearance or facade of the building or common property.

(2) A subsidiary proprietor shall not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except in a place designated for such purpose by the management body.

(3) A subsidiary proprietor shall ensure that any refuse from his parcel is properly disposed of into the refuse bins at the common refuse chamber or at any designated facility provided in the building or the development. Any spillage from his refuse shall be promptly removed and cleaned up by the subsidiary proprietor.

(4) In disposing of his refuse, a subsidiary proprietor shall ensure that the refuse is securely wrapped and that any recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines (if any).

(5) Large, bulky or heavy objects shall not be discarded by a subsidiary proprietor at any common refuse chamber and such items shall be removed from the building or common property by the subsidiary proprietor unless there is a designated facility in the development approved by the management body for this purpose.

(6) A subsidiary proprietor shall not—

(a) dispose his refuse into any sink, service duct, toilet bowl, drain outlet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system;

(b) allow any object, refuse or rubbish of any description to be thrown or swept or emptied out of any external window or door of a parcel, or abandoned in any corridor, lobby, lift, landing, staircase, car park or any other part of the common property;

(c) deposit or throw or let fall onto another parcel or the common property, any rubbish, dirt, dust or discarded item or material; and

(d) throw live cigarette butts into any refuse receptacle.

## PART VII RENOVATIONS

### **Renovation works and repairs**

27.—(1) A subsidiary proprietor shall not carry out any renovation works to his parcel without first obtaining a prior written approval from the management body and, where necessary, from the local authority.

(2) In giving approval for any renovation works, the management body may require the subsidiary proprietor to place an amount with the management body as a deposit for compliance with these Directions relating to such renovations works and may require that the renovation works be completed within a certain time.

(3)(a) It is the sole responsibility of the subsidiary proprietor to check with



the local authority for the need of any approval to carry out the renovation works and the subsidiary proprietor shall pursue the matter with the local authority on his own initiative.

(b) If the subsidiary proprietor applies for any approval from the management body for permission to carry out renovations works, the management body shall ensure that the subsidiary proprietor has obtained the necessary approvals from the local authority, and a copy of the approvals of the local authority shall be submitted to the management body at the time of application for approval by the management body.

(4) All renovation works in a parcel shall be confined to the boundaries of the parcel and no works shall be carried out on any part of the common property.

(5) Renovation waste or refuse shall not be discarded by a subsidiary proprietor or his workmen at any sink or service duct, toilet bowl, drain outlet, manhole or drain or any part of the common property and such items are required to be removed from the building by the subsidiary proprietor or his workmen unless there is a designated facility in the building approved by the management body for this purpose.

(6)(a) A subsidiary proprietor shall ensure that any renovation works to his parcel shall not in any way whatsoever affect or weaken any structural member support, including shear walls or structural load-bearing beams or columns in the building.

(b) If any damage is caused to any of the building structural members by such renovation works, the subsidiary proprietor shall at his own cost immediately rectify and make good the damage under the supervision of a competent civil and structural engineer appointed by the management body and the subsidiary proprietor shall bear all cost relating thereto.

(7) A subsidiary proprietor shall take full responsibility for any defect or damage to the common property as a result of the renovation works or repair works to his parcel and if any damages is caused the subsidiary proprietor shall immediately at his own cost, rectify and make good the damage to the satisfaction of the management body.

(8) A subsidiary proprietor shall ensure that adequate precautions are taken against damaging any concealed wirings, cables, pipes and ducts during the renovation works or repairs to his parcel, and any such damage caused by the renovation or repair works shall be rectified and made good immediately to the satisfaction of the management body and any competent civil and structural engineer appointed by the management body and the subsidiary proprietor shall bear all cost relating thereto.

(9)(a) If the subsidiary proprietor intends to change the floor finishes to any wet area in his parcel, he shall replace the existing damp proof membrane with a new damp proof membrane, continuing upwards at any wall junction for at least 150 mm high.

(b) If the subsidiary proprietor intends to change the wall tiles in a wet area,

the subsidiary proprietor shall similarly replace the affected part of the damp proof membrane at the junction of the wall and the floor.

(10) A subsidiary proprietor shall ensure that any renovation or repair works to his parcel shall not in any way cause inconvenience or danger to the other subsidiary proprietors in the building.

(11) A subsidiary proprietor shall ensure that any renovation or repair works to his parcel shall not in any way cause any leakage to the floor immediately below and above to his parcel.

(12) A subsidiary proprietor shall bear all the cost for the reinstatement of making good the ceiling affected by under slab plumbing or waste pipe renovation.

(13) Where a subsidiary proprietor fails to take any remedial works or make good for any defect or damage required, the management body may take such remedial works at a cost which is reimbursable from the subsidiary proprietor.

#### **Restrictions in renovation works**

**28.—**(1) Unless prior approval in writing has been obtained from the local authority and the management body, a subsidiary proprietor shall not—

(a) construct another floor level to his parcel including to split the level of any portion of the existing floor in the parcel by adding platforms;

(b) relocate any external door or window of his parcel;

(c) remove or make changes to any building safety feature in his parcel and notwithstanding such approvals, the subsidiary proprietor shall indemnify and keep indemnified the management body against any liability which may be incurred or suffered as a result of such removal;

(d) shift any plumbing and sewerage system in a parcel;

(e) change or upgrade the whole electrical system in a parcel; or

(f) illegally connect or tap electricity supply.

(2) In carrying out any renovation works or repairs to his parcel, a subsidiary proprietor shall not:

(a) exceed the maximum permissible limit on the drilling or hacking of the shear wall for rewiring of electrical points;

(b) exceed the maximum permissible floor loading; and

(c) remove or strip any building joint sealant in his parcel or any part of the common property;

(3) A subsidiary proprietor shall not tap water or electricity supply from the common property unless prior approval in writing is given by the management body.

**Other prohibitions**

**29.** Subject to Part XII of the Regulations—

(a) hacking, drilling and punching of nails or screws into walls are strictly prohibited within 300mm of any concealed or embedded pipes and electrical conduits and a subsidiary proprietor shall ensure that all contractors are required to use a metal detector before any hacking or drilling of such walls, or hammering of nails or screws into walls and shall ensure that the contractors are also required to check the as-built building plans and drawings kept at the office of the management body.

(b)(i) a subsidiary proprietor shall not cause or permit any fitting or fixture or any alteration or change to be made to the exterior of his parcel that will affect or change the appearance of the common property or building facade or encroach onto any part of the common property without the prior written approval of the management body.

(ii) Building facade shall include external windows, balconies, terraces, common areas, open areas and all other visible parts of the building which constitute or form part of the exterior appearance of the building.

(c) a subsidiary proprietor shall not install any television or radio antenna or disc on the rooftop or on any external part of the building without the written consent of the management body.

(d)(i) save and except for air-conditioning condensers which are already installed, the installation of outdoor air-conditioning condensers shall be positioned at the designated areas approved by the management body.

(ii) The mounting of any air-conditioning condenser on any other exterior areas of the building is strictly prohibited.

(iii) All exposed pipes are to be laid in suitable conduits or ducts and to be painted according to the colour of the exterior building facade.

(iv) The outlet of the discharge pipe shall be placed at the nearest floor trap provided at the approved designated area or connected to a common designated discharge pipe, as the case may be.

(v) A subsidiary proprietor shall ensure that his contractor installs all air-conditioner units according to the standard specification and such air-conditioner units shall not cause vibration, annoyance and discomfort to other occupiers.

**PART VIII****DEFECTS TO PARCELS AFFECTING SUPPORT OR SHELTER****Power of management body to act as agent for subsidiary proprietor in case of defects to parcels**

**30.** Subject to regulation 58 of the Regulations, where—

(a) the condition of any parcel in the development affects or is likely to affect the support or shelter provided by that parcel for another parcel in the same building or the common property, or causes or is likely to cause damage or destruction to another parcel or any property therein in the same building or the common property; and

(b) the subsidiary proprietor of the parcel in that condition has neglected or refused within a reasonable time of two written notifications of at least seven days each from the management body to take such action as is necessary to have that condition rectified,

the management body may, as agent for the subsidiary proprietor of the parcel in that condition, take such actions as necessary to have that condition rectified, and the management body may recover the cost and expense of such actions from the subsidiary proprietor of such parcel as a debt due to the management body.

### **Penalties**

**31.** Unless otherwise provided under these Directions, any person who refuse or neglect or fail to comply with or acts in contravention of any of these Directions commit an offence and shall on conviction be liable to a fine of not exceeding twenty thousand ringgit or to imprisonment for a term not exceeding two years, or to both.

Dated this 17th day of December, 2024.

DATU ELIZABETH LOH  
*Commissioner of Buildings*

MPLG/VRS/STR/1 JLD 4 (48)

