IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGSCT 6

Small Claims Tribunals — Claim No 15196 of 2025

Between

JFW

… *Claimant*

And

JFX

… *Respondent*

GROUNDS OF DECISION

[Courts and Jurisdiction — Small Claims Tribunals — Jurisdiction — Dispute between a subsidiary proprietor and the Management Corporation for a Strata Title Plan]

JFW
v
JFX

[2026] SGSCT 6

Small Claims Tribunals — Claim No 15196 of 2025
Tribunal Magistrate Jared Kang Chern Wey
30 September 2025

8 April 2026

Tribunal Magistrate Jared Kang Chern Wey:

1 The claimant was a subsidiary proprietor at [*name of condominium redacted*]. The respondent, The Management Corporation (Strata Title Plan No [*redacted*]) (the "MCST"), was the management corporation responsible for the development's common property. The claimant filed a claim in the Small Claims Tribunals ("SCT") seeking a refund of a $300 wheel-clamp release fee after his car had been clamped in the condominium carpark.

2 The claimant framed his case as a dispute under a "contract for the provision of services" between himself and the MCST, and the preliminary issue arose as to whether there was indeed such a contract over which the SCT could exercise jurisdiction. I heard parties on this preliminary issue and, after doing so, I concluded that the claim, as framed, did not fall within the SCT's subject-matter jurisdiction. I therefore discontinued the proceedings under

s 5(5) of the Small Claims Tribunals Act 1984 ("SCTA") giving brief reasons orally for my decision. These are my full written grounds.

3 The claimant was a long-time subsidiary proprietor at [*name of condominium redacted*]. In mid-2024, the MCST appointed a new managing agent and migrated estate communications and applications (including car-parking) to an app-based platform. A circular in August 2024 announced a car-decal re-registration exercise, requiring residents to apply through the app and to display the car decal at all times while parked in the estate. The same notice stated that, from 9 August 2024, management reserved the right to wheel-clamp cars without a valid decal or parked indiscriminately, without prior notice. These steps formed the backdrop to the parties' disagreement.

4 Following that exercise, the claimant applied for season parking through the app. According to the MCST's records, his season parking application was approved on 7 December 2024, and the decal was dropped into his letterbox on 13 December. On 1 January 2025, the claimant's vehicle was clamped in the condominium carpark. The MCST's position was that enforcement action had been taken because no valid decal had been displayed and the vehicle should instead have been parked at the designated visitor lots. The claimant paid $300 for the release and subsequently sought a refund from the MCST. His position was that he had not received any decal before 1 January 2025 and, therefore, that his vehicle should not have been clamped.

5 After the incident, there were exchanges between the claimant and the managing agent of the MCST on a possible refund of $300 release fee. The parties were not able to resolve the dispute privately and, thus, the claimant filed a claim in the SCT seeking a money order of $300. He framed his claim as premised on a contract for the provision of services between himself and the

MCST, contending in broad terms that he had fulfilled the estate's parking requirements and that the clamping was a breach of contract.

6 In light of how the claimant's claim was framed, a preliminary jurisdictional issue arose. That was, whether there was an express contract for the provision of services that he and the MCST had entered into. Or, even if no express contract had been formed between the parties, whether the circumstances of the present case would generally give rise to an implied service contract as between a subsidiary proprietor and an MCST.

7 I approached this issue on the footing taken by the claimant. He said there was a "contract for the provision of services" between himself and the MCST, and sought to found the existence of such contract on his status as an owner and on the payment of management fees. As to the scope of this contract, the claimant's position was that it was not one that governed his relationship with the MCST at large but, rather, confined to the issue of parking. On this framing, there were three possible routes the claimant could take to the conclusion that there existed a contract for the provision of services between him and the MCST. First, an express or implied bilateral contract; second, a multilateral contract that arises based on the general character of the relationship between subsidiary proprietors and MCSTs; and/or third, a collateral contract said to arise from the request for and grant of parking permission.

8 On the first route, the difficulty was quite foundational: there was simply no evidence that the claimant and the MCST had either expressly or impliedly entered into any contractual agreement. This absence was not just a matter of whether *these* parties had taken conscientious steps to gather and adduce the relevant evidence. Rather, it was a natural consequence of the broader legal design and, indeed, when placed against the appropriate legal backdrop, the lack

of evidence made ample sense. The relationship between a subsidiary proprietor and an MCST is largely governed by statute—more specifically, the Building Maintenance and Strata Management Act 2004 ("BMSMA") (since 13 March 2026, this has been renamed the "Building (Strata Management) Act 2004") and any by-laws constituted thereunder (see s 32 of the BMSMA and the model by-laws prescribed by reg 20 of the Building Maintenance (Strata Management) Regulations 2005 ("BMSMR")).

9 The model by-laws contain provisions which span the gamut of conceptual questions as well as practical issues that might arise in the management and administration of a strata title plan. For present purposes, two were salient. First, the by-laws made under the BMSMA or prescribed by the BMSMR binds the management corporation, subsidiary proprietors, mortgagees in possession, lessees, and occupiers "as if" they had executed mutual covenants to perform them (see s 32(6) of the BMSMA). The statutory framework thus supplies the manner in which such persons are put into a legal relationship. Given this—and quite apart from the fact that there was no evidence of a contractual relationship that arose between the claimant and the MCST—there was simply *no need* to layer a free-standing bilateral contract over this statutory matrix.

10 This lack of need also blocked off the second and third potential routes. The relationship between proprietors and the MCST was not one of consensual association but one constituted and governed by statute. The BMSMA creates the corporation (see s 24); provides for its council and the manner in which it may act and exercise powers (see ss 29–31); authorises the making of by-laws—including by-laws on parking (see ss 32(2) and 32(3)(*d*)); and, as stated, declares those by-laws binding "as if" mutually covenanted (see s 32(6)). Contributions by subsidiary proprietors are likewise statutorily *required*—

levied and recoverable as debts (see ss 39–41)—and not, in any way, conceived of as the price of a consensual bargain.

11 Against this comprehensive statutory backdrop, the contention that the legal relationship between subsidiary proprietors and a management corporation ought, in addition, to be governed by a free-standing multilateral "contract for services", has no force. Not only was such a view conceptually *confused*—on account of its failure to appreciate that legal relationships can readily be created and governed exclusively within the legislative domain without the need for the superimposition of contract—it would also be conceptually *confusing*, since it would introduce a whole host of uncertainties pertaining to the interaction between statute and contract.

12 Before concluding, it is useful to address a specific argument advanced by the claimant that, if I concluded that this dispute did not involve a "contract for the provision of services", there would be no recourse for a person in his position as the dispute would fall into "no man's land". I did not agree with this. For one, there are designated statutory pathways. The Strata Titles Board has the jurisdiction to "settle disputes or rectify complaints" relating to "the exercise or performance of, or the failure to exercise or perform, a power, duty or function conferred or imposed by [the BMSMA] or the by-laws" (s 101(1)(*c*)), and can, in an appropriate case, award damages (see s 101(3)). Separately, the BMSMA also provides that the courts can enforce the performance of, restrain breaches of, or award damages for loss or injury arising from a breach of by-laws against persons bound to comply, the management corporation, or its managing agent (see s 32(10)–(11) of the BMSMA).

13 These avenues squarely address disputes arising out of a management corporation's enforcement of parking-related by-laws (see para 2 of the Second

Schedule to the BMSMR), including clamping. In my judgment, therefore, there is no lacuna in the remedies that could lend any pragmatic support to the claimant's attempt to characterise his relationship with the MCST as one premised on contract. Accordingly, without either a conceptual or even a pragmatic leg to stand on, the claimant's contention failed *in toto* and I found no basis to conclude that his relationship with the MCST ought to be understood as being underpinned by a contract for the provision of services. Absent such a contract, the claimant's claim fell outside the jurisdiction of the SCT, and pursuant to s 5(5) of the SCTA, I was obliged to discontinue it. I did so accordingly. I made no orders as to costs or disbursements.

14 For the avoidance of doubt, as the claimant's claim was discontinued, I expressed no views as to the underlying merits of his claim or the MCST's defence. The claimant remains free to advance his claim in an appropriate forum, and the MCST remains free to resist it in substantive terms.

Jared Kang Chern Wey
Tribunal Magistrate

The claimant in person;
The respondent in person.