JUNE 2022 | VOL. 6

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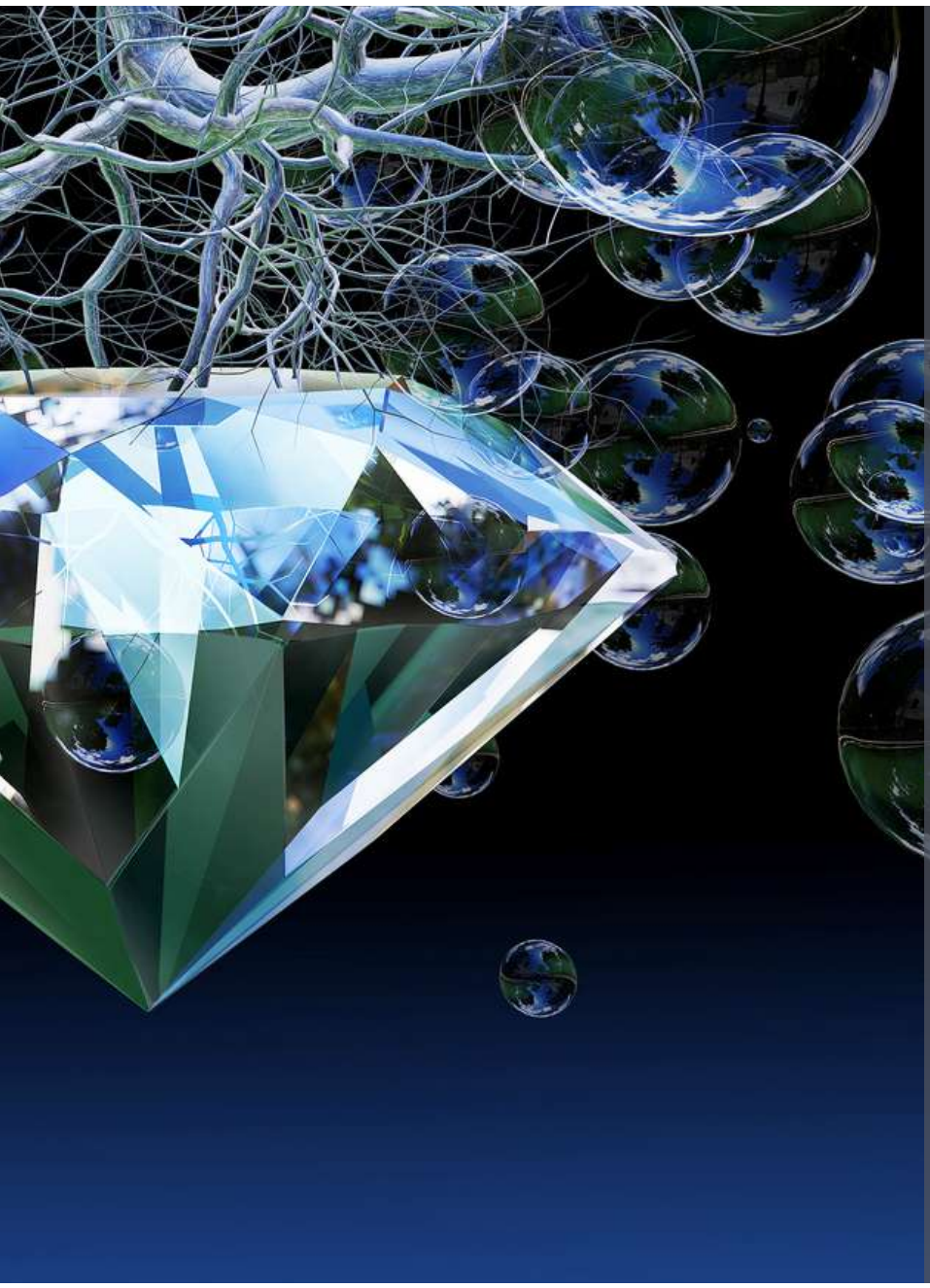
Empower



WHAT'S INSIDE THIS ISSUE:

A MONTHLY NEWSLETTER BY
HHQ & HLP

Note from the Editorial Team

Dear Readers,

We hope all of you have been keeping well! As we round up the month of June, we have officially reached the half-way point of 2022! To this end, we are eager and excited to share with all of you 4 exciting articles in this month's newsletter which we hope you would all enjoy reading.

In our first article, we have dwelled into a recent Industrial Court decision delivered earlier this year i.e the case of Wong Choy Pheng & Ors v Taylor's University Sdn Bhd. The decision is of much relevance as it ventures into some very pertinent employment law issues such as the requirements and procedures involved when an employer wishes to retrench its employees.

The second article is on the topic of compulsory land acquisition in Malaysia and it sets out the relevant procedures involved for the same. It further deals with other matters such as the process involved for the determination of the amount of compensation and the rights of a landowner to defend an award accepted without protest.

The third article is particularly interesting as it deals with how assets can be preserved under Sections 11 and 19 of the Arbitration Act 2005. These provisions are useful as it provides a means of preserving assets of your opposing party in the arbitration so as to ensure that any subsequent award made in your favour can be duly satisfied. This is indeed beneficial as it reduces the risk of not being paid despite succeeding in the arbitration.

The fourth article titled "What do you need to know before renovating your stratified home?" speaks for itself and is a must-read article as it tells you the do's and don'ts before conducting any renovations in a stratified scheme. For those of you recent homebuyers, this article may just be of some relevance to you.

Last but not least, don't forget to dive into our "Inside Out" section for all of our latest updates, events, promotions and activities.

We hope that you enjoy reading this month's edition and we will continuously put in our best efforts to provide you with our updates and until the next issue, happy reading!

Empower is a monthly newsletter jointly published by Halim Hong & Quek and Harold & Lam Partnership.

It is distributed for free and can be read on HHQ's or HLP's website at **https://hhq.com.my/** or **https://hlplawyers.com/**

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FREE Publication
Printing Permit: PP19508/08/2019(035103)

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THE MALAYSIA BOOK of RECORDS

CASE SUMMARY: WONG CHOY PHENG & ORS V TAYLOR'S UNIVERSITY SDN BHD [2022] 2 ILR 88

WRITTEN BY
ROHAN ARASOO JEYABALAH & SYED MOHAMED ASHIQ

INTRODUCTION

1) This is an Industrial Court decision relating to claims of unfair dismissal without just cause and/or excuse by four employees against their employer, Taylor's University Sdn Bhd ("**the Company**").

2) The case addresses the requirements and the procedures involved when an employer retrenches its employees. The case also addresses the Company's obligations to abide by the Code of Conduct for Industrial Harmony (1976), in respect of retrenchment exercises.

3) For brevity, The Code of Conduct for Industrial Harmony refers to an agreement made between the Human Resources Ministry and the Malaysian Council of Employers' Organisations. It provides guidelines for a harmonious relationship between employers and employees.

BACKGROUND FACTS

4) On September 2019, the Company had reorganised its structure and carried out a retrenchment exercise terminating the employment of a number of its employees. In this regard, the employment of the four employees ("**Claimants**") were terminated as part of the Company's reorganisation and retrenchment exercise.

5) The Claimants had signed the redundancy notice served by the Company under protests and thereafter pursued their claim against the Company for termination of employment without just cause and/or excuse. In this respect, the Claimants had individually pursued their claim against the Company and the matter was consolidated and heard before the Industrial Court.

THE CLAIMANTS' CLAIM

6) In this respect, the Claimants allege that the Company's retrenchment exercise is carried out *mala fide*. The basis of all of the Claimants claims is summarised as follows:

   a) The Claimants had been under the Company's employment for a period of more than 7 years and held various administrative or managerial positions within the Company.

   b) Their respective positions and departments were crucial and played an important role for the functioning of the Company. In this respect, the Claimants allege that their respective departments were still part of the Company after the alleged retrenchment exercise. It was also the Claimants' claim that their positions were replaced by new employees. The Company had also been hiring third party contractors to take over the Claimants' duties within the Company.

   c) The Company was not going through any financial difficulties as it had continuously recorded yearly profits, had given out yearly bonuses and had paid hefty dividends to the Company's shareholders.

   d) The Claimants also contends that they were not consulted nor were provided alternative employment within the Company prior to the termination of their employment. In this respect, the Claimants claims that the Company had failed to look into other possible remedies to its alleged financial difficulties besides retrenchment.

7) Premised on the above mentioned, the Claimants claim that the Company's retrenchment exercise was carried out with *mala fide* intention. The Claimants also allege that based on the above, the Company had breached Code 20 of the Code of Conduct for Industrial Harmony by failing to practice the Last in First Out Principle.

8) The Last in First Out Principle (or commonly referred to as LIFO principle), is one of the guidelines provided under the Code of Conduct for Industrial Harmony for employers carrying out retrenchment exercises. Pursuant to the Code of Conduct for Industrial Harmony, an employer would need to consider the length of service by its employees before retrenching them. In this respect, the LIFO principle would mean that the last employee hired by the Company ought to be retrenched first, before other senior employees are retrenched.

The Company's Defence

9) The Company in this respect alleges that there is a change in the economic landscape of the Company's industry, as a result the Company had decided to reorganise its operations in order to remain cost efficient.

10) As a result of the said change in economic landscape, the Company's financial position is also affected and it is forced to carry out a reorganisation exercise involving the retrenchment of its employees. In this respect, the Company highlighted that it had retrenched a number of its employees and only the Claimants had pursued their claim against the Company.

11) The Company also highlighted that it had served out its redundancy notice earlier than it was contractually required to do under the Claimants' employment agreements. The Company had also offered the Claimants' compensation packages, which were accepted by the Claimants.

12) The Company thereafter set out its basis of selecting the Claimants for retrenchment, which is summarised as follows:

a) The Claimants' respective departments had been reorganised and merged with other departments within the Company. As a result of these mergers, each the Claimants' role and duties within their departments had become redundant and a financial burden on the Company's operations.

b) Based on the Company's own matrix of evaluation, the Claimants were the least performing members within their respective departments and/or roles within the Company. The Company utilised this evaluation to select the underperforming employees as part of its retrenchment exercise.

13) Premised on the above, the Company had decided to retrench the Claimants. In this respect, the Company also stated that it had not replaced the Claimants positions with new employees, in fact the employees who took over the Claimants' positions are experienced individuals who have now taken on multiple duties as part of the Company's reorganisation exercise.

The Court's Findings

14) The Court in determining whether the Claimants were dismissed with just cause or excuse in the retrenchment exercise undertaken by the Company addressed the following:

i) Whether there was a genuine need for the reorganisation exercise by the Company;

ii) Whether a genuine redundancy situation had arisen which led to the retrenchment of the Claimants; and

iii) Whether the Company had complied with the accepted standards and procedure when selecting and retrenching the Claimants.

15) In this respect, the Court found that the Company was going through financial difficulties and had a genuine need to reorganise its structure and carry out the retrenchment exercise.

16) Further the Court found no *mala fide* intention with respect to the termination of the Claimants' employment as the Company had given sufficient notice prior to their termination and had compensated them accordingly. The Court also noted that the Claimants were not the only employees retrenched by the Company.

17) With respect to the Company's compliance of accepted standards and procedures, the Court held that the Code of Conduct for Industrial Harmony is not a statutorily binding legislation but a mere guideline of recommendations for the Company. Therefore, the Company is not bound by it and the Company is within its rights to carry out the retrenchment exercise based on its own evaluation and practices.

Key Take-aways

18) The decision of this case provides that an employer carrying out a retrenchment exercise would need to discharge the burden of proof to show that a genuine redundancy situation had arisen which requires the retrenchment of its employees.

19) The case also establishes the employer's autonomy and prerogative with respect to its own operations. In this case, this autonomy extends to reliance of its own evaluation methods to assess and retrench its employees. Further, the case provides that an employer does not necessarily need to consult and arrange for alternative employment for its retrenched employees.

20) The Court also clarified that an employer is not bound by the Code of Conduct for Industrial Harmony. This clarifies the authority and weight of the Code of Conduct for Industrial Harmony in situation whereby the Company may justify its own actions which are contrary to the Code of Conduct for Industrial Harmony.

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COMPULSORY LAND ACQUISITION IN MALAYSIA: LANDOWNER'S RIGHTS TO PROTEST OR DEFEND AN AWARD

WRITTEN BY
CHAU YEN SHEN

Article 13 of the Malaysian Federal Constitution guarantees the fundamental right to acquire, hold and enjoy property. However, it is not an absolute right since ownership of property can be subjected to compulsory acquisition by the State in accordance with the law. Be that as it may, the Constitution does still safeguard the landowner's right to receive adequate compensation as a result of his or her land being acquired as specifically provided under Article 13(2).[1]

In cases where the total amount of award exceeds RM30,000.00, the Land Acquisition Act 1960 (Revised 1992) ("**LAA**") provides the mechanism and procedures for interested persons, typically landowners, to lodge an objection via filing of Form N (or 'Borang N' in Malay) within the prescribed timeline to protest the award made by the Land Administrator via a land reference (or 'perujukan tanah' in Malay) to the High Court.

The Form N itself provides the following selection of grounds for which interested persons may rely upon in their objection against the award:-

i) the measurement of the land;

ii) the amount of the compensation;

iii) the persons to whom it is payable; and/or

iv) the apportionment of the compensation.

Strictly speaking, the High Court in land reference proceedings will not entertain any ground that is not specifically stated or grounded by the interested persons in their Form N.

At the High Court, parties are required to adduce expert evidence and/or valuation reports via affidavits to address the issues as raised in Form N.

The hearing will be heard by a High Court Judge. However, when the objection in question is in relation to the amount or quantum of compensation, the High Court will have to appoint 2 assessors to assist the Judge during the hearing to determine the objection and thereafter to arrive at a fair and reasonable amount of compensation.

[1] 13(2) provides that 'no law shall provide for the compulsory acquisition or use of property without adequate compensation.'

DETERMINATION OF THE AMOUNT OF COMPENSATION

In the past, a High Court Judge is bound by the decision of the 2 assessors in regards to the issue of compensation as this was provided for in the LAA by virtue of Section 40D[2]. In short, the Judge had little to no say but was compelled to accept the value determined by the 2 assessors during the hearing, or elect to concur with one of the decisions of the assessors should there be a difference in opinion amongst the assessors.

A dramatic turn of events however took place in April 2017 when the Federal Court in the case of Semenyih Jaya Sdn Bhd v Pentadbir Tanah Daerah Hulu Langat & Another Case [2017] 5 CLJ 526 ("**Semenyih Jaya**") made a prospective overruling[3] that Section 40D of LAA is unconstitutional as the said section took away the function and judicial power vested in the High Court Judge to make a determination.

Post Semenyih Jaya, a High Court Judge now enjoys full liberty to decide the amount of compensation and can depart from the findings of the 2 assessors should the Judge disagree with the opinions of the 2 assessors.

RIGHTS TO DEFEND AN AWARD ACCEPTED WITHOUT PROTEST

It is not the end of the story for some landowners who had accepted the Land Administrator's awards without any protest.

In certain cases, the paymaster (for whom the land is compulsorily acquired on behalf by the authority under the LAA) who is deemed to be an interested person by definition under the LAA would lodge objection via filing of Form N to the Land Administrator to argue that the award is above the acceptable price.

In principle, the Land Administrator who shall be named as the Respondent in such a land reference proceeding at the High Court will act as the defender for the landowner to defend the award granted to landowner.

To much delight, a fairly recent Federal Court authority of Spicon Products Sdn Bhd v. Tenaga Nasional Bhd & Anor [2022] 4 CLJ 195 ("**Spicon Products**") has opened the gateway in light of the spirit of the Federal Constitution by allowing a landowner who has, without any objection, accepted an award of compensation made by the Land Administrator, to nevertheless be entitled to intervene and participate in the land reference proceedings although the said proceedings were initiated by another interested party, namely the 'paymaster' who had objected to that award of the Land Administrator.

The Federal Court in Spicon Products had also highlighted that the landowner's participation in the land reference proceeding is in fact consonant with the rules of natural justice and will assist the court in its determination of the objection lodged.

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[2] 40D. (1) - In a case before the Court as to the amount of compensation or as to the amount of any of its items the amount of compensation to be awarded shall be the amount decided upon by the two assessors.
40D. (2) - Where the assessors have each arrived at a decision which differs from each other then the Judge, having regard to the opinion of each assessor, shall elect to concur with the decision of one of the assessors and the amount of compensation to be awarded shall be the amount decided upon by that assessor.

[3] This means that all cases determined before this Judgment in April 2017 will not be disturbed, and that this decision will only bind pending cases.

PRESERVATION OF ASSETS PURSUANT TO SECTIONS 11 & 19 OF THE ARBITRATION ACT 2005 ("AA 2005")

WRITTEN BY
SERENE HIEW MUN YI & LIM REN WEI

INTRODUCTION

It is every successful party's expectation to receive the arbitration award sum and/or cost at the end of the proceeding. However, it is not uncommon for a situation to arise, either before the arbitration or during the arbitration proceeding, whereby there may be a risk that one of the parties in an arbitration may not be able to pay at the end of the day. Sections 11 and/or 19 of the Arbitration Act 2005 provide some protection or avenue for parties in an arbitration to protect the rights of the parties in such predicament. After the amendments made to the AA 2005 in 2018[1], both these provisions were amended to include a more comprehensive and clearer framework in dealing with the High Court and Arbitral Tribunal's respective powers to grant interim measures.

One of the options available is for a party to make an application to the court or arbitral tribunal for an order to preserve the assets of the other party so as to ensure that the other party has sufficient assets in its possession pending the conclusion of the arbitration proceedings.

This injunctive relief to preserve assets pursuant to Section 11 or 19 of the AA 2005 is commonly referred to as a "Mareva Injunction", "asset preservation order" or "freezing order" in other jurisdictions, which derives its name from the landmark case of **Mareva Compania Naviera SA v. International Bulk Carriers SA [1980] 1 All ER 213**. It is a form of preventive relief granted to restrain the defendant (who has assets within the jurisdiction of the court) from dissipating or disposing of those assets out of the jurisdiction before any judgment is obtained by the Plaintiff which would ultimately render a litigation or arbitration process a futile exercise.

This application is very often combined with an Anton Piller order in the application and the cumulative effect of these orders can be seen to be catastrophic to the whole of the business of the unfortunate defendant by freezing most of its assets and revealing important information to its competitors. These two orders have been described by Lord Donaldson as being the law's "nuclear weapons".[2] In this regard, a Mareva Injunction is not always readily granted by courts, unless the Plaintiff can clearly satisfy each limb of the specified legal test.

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[1] Arbitration (Amendment) (No. 2) Act 2018

[2] Heng Chew Lang & Ors v Heng Choon Wah & Ors [2021] MLJU 2776

Legal Test

In **LKL Advance Metaltech Sdn Bhd v Crecom Burj Gloves Sdn Bhd** [2021] MLJU 778, the High Court has recently applied and laid out the test to be applied for a Mareva Injunction pursuant to Section 11 of the AA 2005:

"[14] Similarly, in the case of Bumi Armada (supra), the Court there held as follows:-

> *(3) The court may grant a Mareva injunction before or during arbitral proceedings under s. 11(1)(f) AA in deciding whether to grant a Mareva injunction under s. 11(1)(f), (g) and (h) AA before or after during arbitral proceedings, the following tests are to be applied: (a) the plaintiff should have a 'good arguable case'; (b) the defendant has assets within the jurisdiction; (c) there is a risk of dissipation of the defendant's assets; and (d) the balance of convenience should be in favour of granting the Mareva injunction. Paragraphs (c), (g) and(h) of s. 11(1) AA empower the court to give mandatory disclosure orders, (paras 56, 58 & 61)."*

Good Arguable Case

A good arguable case is not necessarily one which the judge considers would have a better than 50% chance of success, but the plaintiff must establish that it has a good arguable case which is more than barely capable of serious argument. (see **Top Glove Corp Bhd & Anor v Low Chin Guan & Ors [2018] MLJU 1179)**.

Defendant Has Assets Within The Jurisdiction

To be able to satisfy this limb of the legal test, it is important for the plaintiff to provide evidence on the relevant information in relation to the defendant's assets which are the subject matter of the application. For example, if the asset to be preserved is a land owned by the defendant, it would be prudent for the plaintiff to exhibit a land search conducted against the land, to demonstrate that the land is within the jurisdiction. Essentially, it may be sufficient to produce credible evidence to show the existence of the Defendant's assets within the jurisdiction.

There Is A Risk Of Dissipation Of The Defendant's Assets

It is often the case the plaintiff may find difficulty in establishing and satisfying this limb in the injunction test. In deciding on this limb, the court has to consider the facts of the matter in the perspective of a prudent sensible man and to see if it could be properly inferred that the Defendant would deal with its assets in such manner that would result in them having no assets within the jurisdiction to satisfied any judgment debt.[3] On this vein, in the case of **Robert Doran & Ors v Kuan Pek Seng & Ors [2010] 6 CLJ 105**, K. Anantham JC (as he then was) has succinctly explained and stated as follows:

> *"[11] As in most cases, the most difficult area relates to the examination of the available evidence to ascertain whether there is a risk that the assets would be dissipated so as to justify the granting of the Mareva injunction. The difficulty arises because invariably a dishonest defendant will cover his/her tracks, making it difficult for the plaintiff to produce the necessary relevant evidence. It is for this reason that the courts have over a period of time pronounced that when determining the risk of dissipation, the court is entitled to draw inferences from the defendant's previous action which show that his probity is not to be relied upon or that the corporate structure of the defendant is not to be relied upon. Of course, in considering the probity of the defendant or the lack of it, the court should also examine closely the evidence raised by way of rebuttal by the defendant."*

[3] Jasa Keramat Sdn Bhd v Monatech (Malaysia) Sdn Bhd [1999] 4 CLJ 30

Further, based on previous court decisions, evidence to show prima facie dishonest conduct on the part of the Defendant, once established, could constitute a very strong factor to satisfy this limb of the legal test.[4]

Balance of Convenience

The Court considers the balance of convenience by weighing all matters against the harm the Mareva injunction is likely to cause to the defendant. Thus, it is important to demonstrate to the court that in all the circumstances, the case is one in which it appears to the Court 'to be just and convenient' to grant the injunction. On whether it is just and convenient to do so, courts will look and consider based on the circumstances of the case.

Undertaking

In addition, as the relief sought is a form of an interlocutory injunction, the general rule is such that the party applying for it is required to give a meaningful undertaking as to damages to the Court in the event the court subsequently rules that the interlocutory injunction should not have been granted. Hence, parties applying for a Mareva Injunction pursuant to Section 11 or Section 19 of AA 2005 should bear in mind to provide such an undertaking in the affidavit. Due to such a requirement, a Mareva Injunction is regarded as a high stakes exercise as if the order sought is drafted too broadly, it may expose the Plaintiff to a wide range of damages.

DISSIPATION OF ASSETS AFTER THE FILLING OF A MAREVA INJUNCTION APPLICATION

Another important point to note is that once an application for a Mareva Injunction is filed and pending in court, the defendant is no longer allowed to deal with its assets in a way which would render the pending application in court nugatory.

This issue was considered before the Federal Court in the case of **Monatech (M) Sdn Bhd v Jasa Keramat Sdn Bhd [2002] 4 MLJ 241**, where the court has held that the appellant in this appeal is be found to have been guilty of being in contempt of court by interfering with the due administration of justice for his conduct in disposing off his assets, to frustrate the Mareva injunction proceedings then pending and any judgment that might be obtained later by the appellant in the arbitration proceeding. Thus, their intention clearly is to interfere with the due administration of justice or in the course of justice.

CONCLUSION

In the upshot, as shown above, Mareva Injunction can be extremely useful to preserve the status quo of the parties pending the conclusion of the arbitration proceedings. However, a party should exercise prudence and only invoke the law's "nuclear weapon" in justified circumstances as an abuse of usage of a Mareva Injunction will expose a party to risk of having to compensate damages to the other party, and consequently cause greater harm than good.

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[4] Bumi Armada Navigation Sdn Bhd v Mirza Marine Sdn Bhd [2015] MLJU 953

WHAT DO YOU NEED TO KNOW BEFORE RENOVATING YOUR STRATIFIED HOME?

WRITTEN BY
GOH LI FEI & TEOH CHEE JEAN

Many proprietors may be very tempted to renovate their stratified homes according to their own preference, but it is important to note the do's and don'ts before conducting any renovations.

OBTAINING THE APPROVAL OF THE MANAGEMENT CORPORATION

Do you know that obtaining the approval of the management corporation is as important as obtaining the approval of the appropriate authorities when it comes to renovating a stratified home? With reference to By-Law 27 of the Strata Management (Maintenance and Management) Regulations 2015, *'a proprietor shall not carry out any renovation works to his parcel without first obtaining a prior written approval from the management corporation and, where necessary, from the appropriate authority'*.

Upon approval by the management corporation, you may be required to pay an amount of money as a deposit to the management corporation. This is to ensure that no damage is done to the common property (i.e. common facilities shared among the community) and the structural support of the building during your renovation. Additionally, you will be required to submit to the management corporation a copy of the necessary approvals from the appropriate authority in regard to the renovation.

RESTRICTIONS AND PROHIBITIONS IN RENOVATION WORKS

You may get too excited about renovating your new stratified home and overlook the restrictions and prohibitions. One of the major steps before renovating is to obtain the necessary **written** approvals, especially for the renovations listed below:

i) constructing another level to your parcel

ii) relocating any external door or window of your parcel

iii) removing or changing any building safety feature in your parcel

iv) shifting any plumbing and sewerage system in your parcel

v) changing or upgrading the whole electrical system in your parcel

vi) illegally connecting or tapping electricity supply

Exterior of the parcel

You may want to convert the balcony to have a larger indoor space in your parcel, however, this may be one of the biggest no-nos if you do not have the necessary approvals! The law states that no proprietor shall be permitted to make any changes to the exterior of their parcels, the appearance of the common property or building façade or encroach onto any part of the common property without prior approval of the management corporation. The building façade is the exterior appearance of the building including external windows, balconies, terraces and etc. Thus, the smallest things, such as installing a television antenna or disc at the rooftop or an outdoor AC condenser, would nevertheless require the necessary approvals as the exterior appearance of the building is concerned.

continued from page 12

Hacking, drilling and punching of nails

Although hacking, drilling and punching of nails are allowed with the necessary approvals, there is a permissible limit imposed on them. Such activities are strictly prohibited within 300 mm of any concealed or embedded pipes and electrical conduits. Therefore, it is your responsibility as a proprietor to ensure the contractors use a metal detector prior to any hacking, drilling or punching of nails and to check the as-built building plans.

CONSEQUENCES OF DISOBEYING THE BY-LAWS

With reference to By-Law 7 of the Strata Management (Maintenance and Management) Regulations 2015:

> *'the management corporation may by a resolution at a general meeting* ***impose a fine*** *of such amount as shall be determined by the general meeting against any person who is in breach of any of these by-laws or any additional by-laws made under the Act'*

On top of that, the proprietors are responsible to rectify any damage or destruction done to another parcel or the common property. Failure to do so within a reasonable time of two written notifications of at least 14 days each from the management corporation will entitle the management corporation to take action and commence proceedings to rectify the damage or destruction. The cost and expense of such action and proceedings will then be recoverable from the proprietor at fault.

ADDITIONAL MATTERS TO TAKE NOTE!

It is crucial for proprietors to be careful when carrying out major renovations especially during the first two years of their vacant possession, as the developer may then use this as a ground to not rectify any defects during the defect liability period (usually 24 months) by contending that the defects resulted from your renovations. Therefore, it is important that you obey the By-Laws as they may indirectly affect your entitlements during the defect liability period.

A proprietor is often required to sign the Deed of Mutual Covenants ("DMC") which spells out the house rules of the development. Some of the DMCs may include additional rules in regard to renovation, such as a timeframe for renovation to take place. You, as a proprietor, should therefore be cautious and read up the DMC before renovating your home.

CONCLUSION

In a nutshell, always remember to obtain the necessary approvals regardless of how minor your renovation is because you never know what comes along the way, and be aware of the restrictions and prohibitions before you conduct any renovation.

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WHAT DO YOU NEED TO KNOW BEFORE RENOVATING YOUR STRATIFIED HOME?

WALK FOR JUDICIAL INDEPENDENCE (W4JI)

Malaysian Anti-Corruption Commission had publicly announced the commencement of criminal investigation of a Court of Appeal Judge and disclosed his name to the public, which is tantamount to an act of intimidation against the Judiciary.

On 17 June 2022, lawyers from both HHQ and HLP supported the peaceful assembly organised by the Malaysian Bar as a form of protest against the interference with the independence of the Judiciary and breaches of the fundamental principle of separation of powers.

KENANGA TRIATHLON SERIES MELAKA 2022

On 5 June 2022, Mr Harold Tan of HLP and Mr Leon Gan of HHQ had participated in the Kenanga Triathlon Melaka Series 2022 held at Encore, Melaka where they had successfully completed the said Olympic-level triathlon that comprised of a 1.5km swim, a 40km bike ride and a 10km run. The courage, tenacity and athleticism displayed by Mr Harold Tan and Mr Leon Gan are truly admirable.

HHQ'S 2022 MID-YEAR REVIEW

As year 2022 halfway mark passes, it is time for HHQ to evaluate each team's performance. On 24 June 2022, all HHQ Team Leaders presented their team's half-yearly performance report to EXCO. The presentation was held at Twin Jets Resort Negeri Sembilan.

Empower is a monthly newsletter jointly published by Halim Hong & Quek and Harold & Lam Partnership.

It is distributed for free and can be read on HHQ's or HLP's website at **https://hhq.com.my/** or **https://hlplawyers.com/**

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FREE Publication
Printing Permit: PP19508/08/2019(035103)