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RIGHTS OF STRATA HOUSING PURCHASERS DURING DELIVERY OF VACANT POSSESSION: AN OVERVIEW

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Abstract

The delivery of vacant possession (VP) in a strata housing scheme marks a pivotal stage in the transfer of ownership and use of property. In Malaysia, this process is governed by a series of housing and land-related statutes aimed at safeguarding purchasers' rights. This paper provides an enhanced legal overview of the rights of strata housing purchasers during the delivery of VP, integrating the historical evolution of Malaysia's strata property framework and analyzing relevant statutes, including the Housing Development (Control and Licensing) Act 1966 (Act 118), the Strata Titles Act 1985 (Act 318), and the National Land Code (Act 828). The paper critically evaluates the legal protections and identifies persistent challenges in areas such as encumbrances, utilities readiness, strata title issuance, defect liability, and the completion of common property. By tracing the development of Malaysia's strata legislation and case law, this article calls for targeted reforms to improve enforcement, regulatory coordination, and consumer awareness.

Keywords: Strata Housing, Vacant Possession, Purchasers' Rights, Housing Law, Malaysia, Consumer Protection

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INTRODUCTION

The rapid urbanization and demand for high-density residential developments in Malaysia have led to a significant increase in strata housing developments, where multi-storey buildings are subdivided into parcels with shared ownership of common property. Since the 1970s, strata living has transitioned from an urban planning solution to a dominant residential model. However, with this evolution came the need for a legal framework that protects the interests of individual purchasers while managing collective property ownership.

One of the most critical legal junctures in the lifecycle of a strata property transaction is the delivery of vacant possession (VP). The delivery of VP occurs when a buyer receives the legal right to occupy their unit, marking a crucial legal milestone governed primarily by the Housing Development (Control and Licensing) Act 1966 (Act 118) (HDA 1966) and the Strata Titles Act 1985 (Act 318) (STA 1985). These laws, together with their regulations, outline a purchaser's rights to unencumbered ownership, access to utilities, timely delivery, common facility completion, and post-handover defect redress.

Section 3 of Act 118 defines 'purchaser' as anyone buying housing accommodation or having any dealings with a licensed housing developer in respect of the acquisition of housing accommodation (Act 118). This definition applies to both types of housing development, whether build-then-sell or sell-then-build, but not to sub-sale property. The rights of housing purchasers buying from licensed developers are defined under Act 118, and for stratified housing under construction, the statutorily prescribed Sale and Purchase Agreement appears in Schedule H of the Housing Development (Control and Licensing) Regulations 1989. (Lieu, 2023).

In the context of Act 118, delivery of VP is considered as complete for stratified property under construction where all conditions stipulated in Clause 27 of Schedule H are fulfilled; namely, issuance of a certificate of completion and compliance (CCC), issuance of strata title, water and electricity are ready for connection and payment of all monies by purchasers (Shuhaimi et al., 2024).

This paper provides a comprehensive overview of the rights accorded to strata housing purchasers under Malaysian law during the VP stage. The discussion draws on the statutory framework provided by Act 318, Act 118, and associated regulations, as well as relevant judicial interpretations. The paper identifies key challenges faced by purchasers, including delays, defective workmanship, and lack of access to common property, and evaluates the adequacy of current legal protections. The study concludes with recommendations to strengthen the legal and institutional safeguards for strata homebuyers.

The Historical Evolution of Strata Development in Malaysia

Malaysia's first strata-specific legislation emerged with the Strata Titles Act 1985 (Act 318), which provided a legal mechanism for subdividing buildings into individual parcels and common property. However, the roots of strata development trace back further. In the 1960s and 1970s, as cities like Kuala Lumpur and Penang faced land scarcity and rising demand for housing, developers began offering multi-storey units without a clear legal mechanism for ownership. Purchasers were issued Provisional Block Titles under the National Land Code 1965, but lacked clear ownership rights over individual parcels. This led to widespread issues involving disputes over maintenance, delayed titles, and a lack of transparency (Amin et al., 2015).

To address this, the government introduced Act 318 in 1985, supported by the Housing Development (Control and Licensing) Act 1966 (Act 118), which regulates sale transactions, developer licensing, and delivery obligations. The Housing Development (Control and Licensing) Regulations 1989, with Schedules G and H, standardized contractual terms for purchasers and developers. Further amendments to the National Land Code (Act 828) helped integrate strata administration with state land offices. Despite this legal development, issues such as late delivery, utility delays, encumbrances, and poor workmanship remain prevalent that necessitate more vigorous enforcement and reform (Shuhaimi et al., 2024).

METHODOLOGY

This study employs doctrinal legal analysis, drawing on statutory interpretation and a review of case law. The primary statutes examined include the HDA 1966, STA 1985, and Strata Management Act 2013 (SMA 2013) (Act 757), with additional reference to the National Land Code and various subsidiary regulations. Secondary sources include academic commentaries, parliamentary debates, tribunal statistics, and housing-related judgments from Malaysian courts.

This study further adopts a qualitative legal research methodology, utilizing library-based research and content analysis to examine the adequacy of statutory and judicial protections provided to housing purchasers during the delivery of vacant possession in Malaysia. This approach is consistent with the nature of doctrinal legal research, which emphasizes critical analysis of statutes, case law, regulations, and authoritative secondary sources (Suaree et al, 2024).

Fidishun (2002) asserts that library-based research enables a comprehensive exploration of data by examining legal texts, scholarly literature, and various documentary materials. George (2008) further emphasizes that this research method facilitates the analysis of factual information, expert perspectives, and legal developments relevant to the study's objectives. In line with this, the present study draws on a broad range of legal sources, including the Housing Development (Control and Licensing) Act 1966, the Housing

Development (Control and Licensing) Regulations 1989, relevant judicial decisions, parliamentary debates, academic publications, and media reports.

Beyond statutory analysis, this research also employs content analysis to interpret key legislative provisions and judicial reasoning related to the rights of housing purchasers. As highlighted by Harwood et al. (2003) and Kleinheksel et al. (2020), content analysis is particularly valuable in legal research as it uncovers patterns and insights across diverse textual sources. Within this framework, the study examines specific legal clauses, namely Clauses 3, 22, 25, 29, and 30 of Schedule H, as well as landmark court rulings such as PJD Regency, Ang Ming Lee, and Kuching Plaza, to assess the evolving judicial approach to protecting the rights of strata housing purchasers.

While comparative analysis is a useful methodological tool in broader legal research, this paper confines itself to the Malaysian legal framework and does not engage in cross-jurisdictional comparison. The focus remains on assessing the coherence, clarity, and enforceability of existing laws within the Malaysian context, with the aim of proposing regulatory and institutional improvements.

DISCUSSION

Free From Encumbrance

Clause 3(1) of Schedule H stipulates that a property must be free from encumbrance before vacant possession is delivered to the purchaser. In this context, "free from encumbrances" means that the parcel must not be subject to any legal or financial restrictions such as charges, private caveats, or interests that could impede the transfer of ownership to the purchaser. In practice, however, it is common for developers to use unsold or undelivered parcels as collateral to obtain bridging loans from financial institutions. This practice can pose significant risks to purchasers, especially when disputes arise over the redemption of these encumbered properties.

A notable example is the case of *Kuching Plaza v Bank Bumiputra Malaysia Bhd [1991] 3 MLJ 169*. In this case, the bank refused to release a charged property to the developer on the grounds that the developer had not yet delivered vacant possession, which the bank argued was a condition precedent under the loan agreement. The Federal Court, however, ruled that the obligation to deliver vacant possessions and the obligation to release the collateral were distinct contractual duties. Therefore, once the developer had met its obligations under the financing agreement, the bank was legally required to release the collateral, regardless of whether vacant possession had been delivered.

The Federal Court's decision affirmed that financial institutions are not entitled to withhold the release of encumbered property if the developer has fulfilled its obligations under the financing agreement. This underscores the legal

principle that contractual obligations between developers and financiers must be distinguished from the rights of bona fide purchasers, who should not be adversely affected by third-party financing arrangements. In essence, while developers are permitted to use unsold properties as collateral for financing, it becomes the duty of the bridging financier to release the collateral once the agreed conditions, excluding the delivery of vacant possession, are satisfied.

Despite this legal clarity, practical challenges continue to arise. A prominent case in Georgetown (Nambiar, 2020) involved a purchaser who had fully paid for her unit but later faced foreclosure because the developer failed to redeem the charge from RHB Bank. The bank demanded that the purchaser, rather than the defaulting developer, bear the cost of the redemption sum, including accrued interest and penalty charges. In a similar incident in Taiping, buyers were compelled to pay up to ten times the original purchase price to prevent foreclosure due to the developer's failure to settle its loan obligations (Loong, 2021).

These cases expose the critical vulnerability of purchasers in the event of developer default and highlight a major gap in enforcement. In response, the National House Buyers Association (HBA) has publicly advised buyers to avoid making property purchases in cash unless there is official confirmation that the unit is completely free from any encumbrance. Such incidents reinforce the urgent need for stronger legal safeguards and transparency mechanisms to protect purchasers from bearing the financial consequences of the developer's liabilities.

The cases highlight several critical gaps in the relationship between purchasers, developers, and bridging financiers. While developers may enter into financing agreements with banks to secure loans using the property as collateral, the terms of these agreements are typically not disclosed to purchasers, even though purchasers are contracting parties with the developers. This lack of transparency places bona fide purchasers in a vulnerable position, as they may be unfairly held liable for the developer's financial defaults, despite the statutory obligation imposed on developers to deliver properties free from encumbrances at the point of vacant possession. At present, there is no effective legal mechanism in place to compel bridging financiers to release encumbered properties once the developer has fulfilled its obligations under the financing agreement. As a result, purchasers may be exposed to foreclosure risks and forced to pay redemption sums that should rightfully be borne by the developer.

The only existing legal safeguard for purchasers in such scenarios is provided under Regulation 13 of the Housing Development (Control and Licensing) Regulations 1989, which stipulates that developers who fail to deliver a property free from encumbrances may be subject to a fine not exceeding RM50,000, imprisonment for a term not exceeding three years, or both. However, this penalty is directed solely at the developer and does not provide immediate

relief or protection to the affected purchaser, thereby underscoring the need for stronger regulatory intervention.

Secondly, drawing from the Kuching Plaza ruling, it is imperative that contracts between developers and bridging financiers reflect the underlying intent and protective spirit of Act 118 and its subsidiary legislation. This principle aligns with the Federal Court's decision in *Ang Ming Lee & Ors v Menteri Kesejahteraan Bandar, Perumahan dan Kerajaan Tempatan & Anor and other appeals [2020] 1 MLJ 281*, where the Court affirmed that Act 118 and its regulations constitute social legislation designed to protect the interests of homebuyers. Accordingly, in any conflict between housing purchasers and developers, the rights of the purchasers must take precedence.

This interpretation is consistent with the legislative intent expressed during the passing of the original Housing Developers' Bill in 1966. As recorded in the Parliamentary Proceedings (1966), the Minister stated:

> *"Legislative measures should be taken to protect the people from bogus housing developers. Hence, this Bill."*

Such historical context reinforces the view that consumer protection is the central objective of housing law in Malaysia. Therefore, any private contractual arrangement, such as those between developers and financiers, must not undermine the statutory safeguards afforded to purchasers under Act 118.

Considering this principle, it has been proposed that a mandatory clause be included in all agreements between housing developers and bridging financiers, requiring developers to ensure the delivery of vacant possession to purchasers. This clause would serve as an added layer of protection for purchasers, safeguarding them from unknowingly acquiring encumbered properties.

However, implementing such a requirement poses challenges, as facility agreements between developers and financial institutions are private contractual arrangements not currently governed by statute. Unlike the statutory sale and purchase agreements prescribed under Act 118, which are binding and enforceable on both developers and purchasers, no equivalent legal framework exists to regulate developer-financier contracts. Recognizing this legal gap is the first step toward meaningful reform. Several legislative and regulatory options could be considered to address this issue:

- The government could amend the HDA 1966 to regulate facility agreements by prescribing them as statutory contracts subject to public oversight;
- A new provision could be introduced under Clause 3(4) of Schedule H mandating that developers provide confirmation of such a clause in their loan agreements with financiers; and/or
- Bank Negara Malaysia, as the regulator of financial institutions, could issue circulars or guidelines requiring all banks and bridging financiers to incorporate this mandatory clause into their financing agreements with housing developers.

Such reforms would enhance legal clarity, prevent conflicts, and uphold the core objective of the HDA 1966, which is to protect housing purchasers from undue risks arising from third-party financial arrangements. Another viable solution is the adoption of a tripartite agreement involving three parties, namely the housing purchaser, the housing developer, and the bridging financier (the bank). Such agreements clearly outline the rights and obligations of each party concerning the sale and financing of the property (Property, 2023). In this context, tripartite agreements would ensure that purchasers, as beneficial owners of their units during the pre-sale period, are fully informed of the encumbrance status of the property and can take appropriate steps to facilitate the release of any charges or restrictions.

The concept of tripartite agreements is not a new one. For example, India has successfully implemented this model to protect homebuyers by requiring developers and banks to disclose all relevant financial dealings that may affect the property. This practice helps ensure that units are free from encumbrances and that developers remain accountable for any outstanding arrears (Mutero, 2011; Kruthi, 2025).

Another common form of encumbrance relates to the issuance of strata titles. This was evident in the case of *Kwan Kwok Kwong & Anor v Trenolo Resources Sdn Bhd [2000] 3 MLJ 731*. In this case, the plaintiffs entered into an agreement with the defendant to purchase a commercial unit in Wira Court and fully paid the purchase price in December 1966. However, the defendant failed to transfer the parcel, resulting in the strata title not being issued. The defendant argued that they were facing financial difficulties and retained rights over the parcel until the strata title could be issued later.

The plaintiffs, in turn, relied on Section 33 of the Contracts Act, which stipulates that a contract depending on an uncertain future event cannot be enforced. The court held that since the plaintiffs had fulfilled their contractual obligations by paying in full, the defendant was legally bound to discharge the encumbrance and facilitate the transfer. This case reinforces the principle that

purchasers should not suffer the consequences of a developer's financial shortcomings, particularly when they have already performed their obligations in full.

Water, Electricity and Sewerage Mains Are Ready

The second right is provided under Clause 22(1) of Schedule H, which requires that water, electricity, and sewerage mains be "ready for connection" to the parcel at the time of delivery of vacant possession. However, the phrase "ready for connection" has historically been subject to differing interpretations. From the developer's perspective, this phrase has often been understood to mean that all internal installations, such as electrical wiring, water fittings, and sanitary fixtures, must be in place, allowing purchasers to apply for utility activation themselves. This view was notably upheld by the developer in *Remeggious Krishnan v SKS Southern Sdn Bhd [2023] 3 MLJ 1*, where it was argued that vacant possession was properly delivered since all necessary infrastructure had been installed, enabling utility applications to be made post-handover.

Purchasers, on the other hand, have long held a contrary view: that "ready for connection" implies that water and electricity must be immediately available and flowing at the time vacant possession is delivered. The absence of running water or electricity at the time of handover has often led to disputes and frustration among buyers.

This legal ambiguity was finally resolved by the Federal Court in Remeggious Krishnan, where the Court clarified that "ready for connection" means the actual supply of water and electricity must be available at the time of delivery of vacant possession. In other words, the utility services must not only be physically installed but also fully operational. As a result of this definitive ruling, it is now the developer's clear legal obligation to ensure that all utility connections are fully functional at the point of handover. Failure to do so may expose the developer to liability, including the obligation to pay compensatory damages to the purchaser for breach of contract.

Accordingly, developers are strongly advised to complete all necessary preparations in advance of delivering vacant possessions. This includes securing approvals, settling required fees with utility providers, and confirming that all utility services are active and ready for immediate use by the purchaser on the day of handover.

Delivery Period

The third key right of purchasers is established under Clause 25(1) of Schedule H, which states that "vacant possession shall be delivered to the Purchaser within thirty-six (36) months from the date of this Agreement." This clause guarantees that the purchaser has a contractual right to receive a completed and habitable

unit within a maximum of 36 months from the date of the Sale and Purchase Agreement (SPA). Failure by the developer to meet this timeline constitutes a breach of contract and obligates the developer to pay Liquidated Ascertained Damages (LAD) to the purchaser, as stipulated under Clause 25(2). LAD serves as a pre-agreed compensation mechanism that enables purchasers to recover losses arising from delayed handover. The principle behind LAD is to provide timely and predictable redress without requiring purchasers to prove actual damages in court.

Data from the Tribunal for Homebuyer Claims (THC) over the past five years reveals that claims related to non-technical issues, particularly late delivery and LAD claims, significantly outnumber those related to technical defects such as poor workmanship or structural issues. This trend highlights the persistent problem of delay in delivering vacant possession and the widespread reliance on the LAD provision for consumer protection.

Based on Table 1 below, the high volume of LAD cases indicates that it is almost common for every housing purchaser to experience late delivery of vacant possession.

Table 1 : Number of Issues Filed in Tribunal for Homebuyer Claims

Year	Technical	Non-Technical	Total cases	Percentage of LAD cases
2019	211	2,145	2,356	91%
2020	200	1,130	1,330	85%
2021	401	951	1,352	70%
2022	192	1,156	1,348	86%
2023	413	863	1,276	68%

Sources: Ministry of Housing and Local Government Statistics

The consistently high proportion of LAD-related cases suggests that delays in delivering vacant possession are not isolated incidents but a systemic issue within Malaysia's housing development industry. It also underscores the importance of enforcing Clause 25 and enhancing oversight mechanisms to ensure that developers fulfill their contractual obligations within the prescribed timeframe. Returning to the provision under Clause 25(1), housing developers and housing purchasers have different views regarding whether the calculation of LAD starts from the date of signing the Sale and Purchase Agreement (SPA), or from the date of collection of the booking fee. The interpretation or view is crucial

since it will affect the calculation of LAD that housing purchasers are entitled to if delivery of vacant possession exceeds thirty-six months.

The Supreme Court in the case of *Faber Union Sdn Bhd v Chew Nyat Shong & Anor [1995] 2 MLJ 597* followed the precedent set in *Hoo See Sen & Anor v Public Bank Berhad [1988] 2 MLJ 170,* which similarly held that the calculation of LAD starts to run from the date the purchaser paid the booking fee. However, court in the case of *PJD Regency Sdn Bhd v Tribunal Tuntutan Pembeli Rumah & Anor* [2019] MLJU 2067 took a literal approach and ruled that the wording "this agreement" in a statutory contract could not refer to anything but the contract between the parties themselves, i.e. the SPA, and thus, LAD should be calculated from the date of signing the SPA.

While the collection of booking fees is explicitly prohibited under Regulation 11(2) of the Housing Development (Control and Licensing) Regulations 1989, it remains a common industry practice and is considered necessary for developers to secure purchasers. In the case of *PJD Regency Sdn Bhd v Tribunal Tuntutan Pembeli Rumah & Anor and other appeals [2021] 1 MLRA 506*, the Federal Court ruled that the calculation of LAD should commence from the date of collection of the booking fee, although the court acknowledged the fault of the practice. The court in this case also ruled that LAD shall be calculated based on the agreed purchase price as stipulated in the SPA, and not the rebated price.

However, in the case of a housing developer seeking an Extension of Time (EOT) subsequently granted by the Housing Controller under Regulation 11(3) of the Housing Development (Control and Licensing) Regulations 1989, the result would be akin to the housing developer compromising the rights of the housing purchaser to LAD. EOT is possible when the Housing Controller is satisfied that, owing to special circumstances, hardship, or necessity, compliance with any of the provisions in the contract of sale is impracticable or unnecessary, and he may, by a certificate in writing, waive or modify such provisions. This situation may put housing purchasers at a disadvantage. However, the government assured that EOT is not an excuse for a housing developer not to pay LAD (Parliamentary Proceedings, 2023). This is in line with the ruling in the case of *Vignesh Naidu Kuppusamy Naidu v Prema Bonanza Sdn Bhd & Another Appeal [2023] 4 CLJ 715*, where it was held that housing developers are liable to pay LAD to housing purchasers despite having approval to delay the delivery of vacant possession.

Completion of Common Facilities

The fourth fundamental right is mentioned in Clause 29(1) of Schedule H, which provides that delivery of vacant possession must include CCC, which encompasses the completion of common facilities. In a typical housing

development with multiple phases, the first phase may be completed earlier than subsequent phases. Housing purchasers for the first phase have the right to enjoy the common facilities shared with other housing purchasers in other phases, such as swimming pools, gyms, lifts, and water features (depending on the offer by the housing developers), thus it must be completed beforehand.

They shall not be handed only a Certificate of Practical Completion, which indicates that several facilities may have yet to be completed (partially completed), but are safe to reside in; therefore, purchasers may be forced to wait until all remaining phases are completed before fully enjoying common facilities. Failure to do so by the developer may subject them to liability to pay liquidated damages to housing purchasers. The partially completed phase may cause numerous problems for all stakeholders of the unit, i.e., housing purchasers, owners, and occupants (Wong, 2021). The incomplete development will cause distraction to owners or occupants, as it involves the security and safety of construction work around their property area.

Furthermore, there is a possibility of abandoning the next phase of the project, which could cause existing occupants to lose their enjoyment of common facilities forever. As discussed in the case of *PJD Regency Sdn Bhd v Tribunal Tuntutan Pembeli Rumah & Anor and other appeals [2021 1 MLRA 506]*, the developer argued that LAD should be calculated from the date of issuance of the certificate of practical completion (CPC), and not from the date of issuance of the CCC. The court has clearly stated in the judgment that CPC was never mentioned in the Act, thus should not be relevant to be considered. The only certificate that is valid is the CCC; therefore, the period for LAD calculation must commence from the date the CCC is issued.

Issuance of Strata Title

Strata title serves as proof of exclusive ownership and is used as the primary document in transactions such as the transfer of ownership, charging, leasing, and distribution of a small estate (JKPTG, 2025). Housing owners may only be recognised under the law as having an indefeasible title and rights over a property where there is a registered title in their name (Act 828). Strata title is commonly used for multi-storey buildings that are subdivided into smaller parcels derived from the master title (Donohan, 2020). Clause 12 of Schedule H provides that housing developers shall apply for issuance of strata title to the Director of Lands and Mines (PTG) within one month after issuance of Certificate of Proposed Strata Plan (CPSP) from the Department of Survey and Mapping Malaysia (JUPEM).

In Selangor state alone, there are more than 600 cases, affecting more than 12,000 buyers, for whom a strata title could not be issued (Nair & Chan, 2022). The primary reason for this issue was the insufficient funds available for

developers to submit the application. While in Johor, a study conducted reveals the following reasons: delay in superstructure completion, failure of the developer to pay fees and taxes, technical error in the application, delay in CPSP approval, and delay in strata registration (Katithasapathy et al., 2023).

These administrative and financial shortcomings not only hinder the issuance of strata titles but also have a direct impact on residents' satisfaction with the overall performance of the management bodies. In affordable strata housing schemes, such delays are often symptomatic of weak governance structures and systemic inefficiencies in strata management, as highlighted in recent empirical findings (Aripin et al., 2024).

While it remains the statutory duty of developers to initiate and complete the application process, housing purchasers are correspondingly required to make payment within 14 days of title issuance. Only through the coordinated fulfilment of responsibilities by both parties can the perfection of title be achieved in a timely and effective manner.

Defect Liability Period

When vacant possession is delivered, the so-called warranty period, commonly referred to as the Defect Liability Period (DLP), will commence. According to Clause 30 of Schedule H, any defects, shrinkage or other faults in the purchased parcel within twenty-four (24) calendar months from the date of handover shall be repaired and made good by the developer at their own cost. Housing purchasers are advised to have a reliable home defect inspector to check the entire unit before they officially move in. Once every defect is identified, they have two options: either send a written notice to the developer to fix it within thirty (30) days or fix it themselves and claim reimbursement from the developers. For the latter, developers are required to release payment within thirty (30) days from the date of the claim.

As discussed in the case of *Pang Keng Long & Anor v Sunway PKNS Sdn Bhd [2023] 2 SMC 299*, the plaintiff had brought an action against the defendant for failure to repair water leakage, absorption of water in the walls, and persistent odour issues in sanitary fittings. The defendant rebutted the claim, arguing that they had repaired the issue accordingly and contended that the second occurrence of the defect had occurred after the DLP had expired; therefore, any subsequent repairs would be made based on their goodwill. In deciding the case, the court held that no professional assessment was conducted by developers to assess the pre- and post-defects, thus allowing the plaintiff's claim and awarding RM 1 million.

While housing construction continues to increase every year, satisfaction with housing quality does not show a downward trend. Housing purchasers, on the other hand, still lack awareness of their legal rights during DLP

(Saufi et al., 2023). For instance, not all homebuyers are well-equipped with the knowledge to conduct house defect checks and have the budget to appoint external defect inspectors. Although the Malaysian government agency, the Construction Industry Development Board (CIDB), developed the Quality Assessment System in Construction (QLASSIC) in 2006 for measuring and assessing the quality of construction, a study shows that housing purchasers are not familiar with the system. It is designed for contractors and housing developers, but it is not user-friendly for housing purchasers, as it employs technical jargon. Therefore, developing new standards and laws to protect housing purchasers and providing a medium for effectively conveying information is needed.

In Singapore, the quality assessment system is known as the Construction Quality Assessment System (CONQUAS), which has been in place for over two decades and is widely applied to government and private building projects within and outside Singapore. However, given that both systems are intended for use by a professional inspector with specialised tools, there must be self-assessment measures that can be used proactively by housing purchasers.

It is acknowledged that one of the challenges for the Housing Ministry is to ensure that housing developers make timely repairs within the specified timeframe (Parliamentary Proceedings, 2023). This aligns with the findings of a 2023 study, which noted that problems with rectification quality and the promptness of developers' responses to house defect complaints are also challenging for housing purchasers. There are times when contractors tend to delay the rectifications until the DLP ends. The delay in rectification can cause defects to remain unrectified for a very long time and may lead to new defects or the recurrence of rectified defect areas being voided once DLP ends. Therefore, a stronger enforcement mechanism must be established to ensure that housing developers make the necessary repairs within a specified timeframe.

CONCLUSIONS AND RECOMMENDATIONS

Based on the foregoing discussion, it can be concluded that the existing legal provisions and judicial decisions are generally sufficient to address the issues concerning the rights of housing purchasers during the delivery of vacant possession. However, with respect to purchasers 'rights to receive property free from encumbrances, there remains considerable room for legal reform and institutional enhancement. The Ministry of Housing and Local Government must take a proactive role in evaluating and implementing the most suitable legal options to ensure that no housing purchaser is burdened by unnecessary encumbrances resulting from the negligence or misconduct of housing developers.

Regarding access to utilities such as water, electricity, and essential fixtures, these must be fully connected and operational at the time of vacant possession. To achieve greater clarity and consistency, amendments should be made to Clause 22 of Schedule H and Item No. 3 in the Third Schedule (Schedule of Payment of Purchase Price). These amendments should ensure alignment between judicial interpretations and statutory provisions, thereby minimizing inconsistencies and confusion among stakeholders. Additionally, clearer legal language is needed to establish the obligation of housing purchasers to settle all payments necessary for the preparation and provision of such amenities. In relation to the right to claim liquidated ascertained damages (LAD), the Federal Court's ruling in the PJD Regency case has provided much-needed clarity.
Legislative amendments should follow suit, including reintroducing a clause that gives legal recognition to the collection of booking fees. Concerning the right to completion and access to common facilities, the law must unequivocally state that the CCC is the requisite document for delivering vacant possession. While professionals such as architects and engineers may accept the CPC for compliance with building safety and regulatory standards, legal provisions must clearly endorse the CCC as the official document to prevent misinterpretation. For strata title rights, housing developers must ensure full regulatory compliance to avoid delays in the issuance of strata titles. Lastly, during the DLP, it is essential that housing purchasers are provided with clear, concise, and easily understandable guidelines for identifying and reporting building defects. Such guidelines should be user-friendly and accessible to all purchasers, regardless of their background or experience, to ensure their rights are effectively protected and enforced.

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