

LAND ACQUISITION ACT
APPEALS BOARD

AB 2018.003

In the Matter of the Acquisition of
**Lot 2522X Part Mk 1 Strata Lot No. 1694/U42 & U40364K Mk 1
Block 1 Redhill Close #07-228**

Between

Oei Choon Guan Ernie

... Appellant

And

Collector of Land Revenue

... Respondent

Appellant in person

Wong Hur Yui & Leong Hern Wei (Wee Swee Teow) LLP for the Respondent

DECISION

The decision of the Board is:

(1) That the award of the Collector of Land Revenue of compensation in an amount of \$413,500, in respect of Lot 2522X Part Mk 1 Strata Lot No. 1694/U42 & U40364K Mk 1 Block 1 Redhill Close #07-228, be confirmed;

AND

(2) That the costs of this appeal to the Board be paid by the Appellant, to be taxed if not agreed.

1. Introduction

- 1.1. On 5 December 2011, the Collector of Land Revenue (i.e. the Respondent) published a declaration gazetted Blocks 1 to 3, and 5 to 22 of Redhill Close for compulsory acquisition (“**the Declaration**”) ¹ under the Selective En bloc Redevelopment Scheme (“**the Redhill SERS Exercise**”). The Respondent engaged a licensed real estate consultancy firm, Century 99 Pte Ltd (“**Century 99**”), to assess the market value of the units acquired.²
- 1.2. One of the units acquired, Block 1 #07-228, belonged to the Appellant (“**the Appellant’s Flat**”). This is a 3-room corner unit with an area of 63 square metres (i.e. slightly over 678 square feet), located at the seventh level (this being the top floor) of Block 1.
- 1.3. On 20 December 2011, Century 99 commenced inspection of the acquired units,³ which numbered 878. By November 2017, these units had all been inspected, with the exception of the Appellant’s Flat.³
- 1.4. On 17 April 2018, Century 99 valued the Appellant’s Flat by way of a “kerbside” valuation, i.e. a valuation based on traits observable from outside the flat and without an inspection of the flat interior.⁴ Pursuant to this, the Appellant’s Flat was assessed to have a market value of **\$405,400** as at the date of the Declaration (i.e. 5 December 2011). The Appellant was sent a letter dated 6 August 2018 ⁵ informing him that he had been awarded \$413,500 as compensation, comprising:
- (a) Market value of \$405,400 (as stated above); and
 - (b) Reasonable expenses of \$8,100.

Dissatisfied with his award, the Appellant lodged his Notice of Appeal on 24

¹ Exhibited at Respondent’s bundle (R1) p 10.

² Lee May Nam’s 1st affidavit (LMN[1]) ¶5.

³ Lee May Nam’s 1st affidavit (LMN[1]) ¶7.

⁴ Lee May Nam’s 1st affidavit (LMN[1]) ¶¶10-11.

⁵ Exhibited at Respondent’s bundle (R1) p 31.

August 2018. The Respondent's Grounds of Award were issued on 31 August 2018.⁶

- 1.5. On 20 September 2018, the Appellant lodged his Petition of Appeal. However, the Petition of Appeal failed to specify which aspect of the award the Appellant was appealing against (i.e. market value or reasonable expenses, or both) and also omitted to stipulate the exact figure he was seeking. On 3 October 2018, a pre-hearing conference was conducted before the Registrar of the Appeals Board, during which the Appellant (upon probing by the Registrar) clarified that:
 - (a) He was only appealing against the assessed market value of the flat and not the award of \$8,100 for reasonable expenses.
 - (b) He was appealing for an award of \$435,000.
- 1.6. On 15 January 2019, a subsequent pre-hearing conference was conducted,⁷ during which the Appellant further clarified that he was appealing for \$435,000 to be awarded as his flat's market value. Adding this to the \$8,100 that had been awarded for reasonable expenses (which he was *not* appealing against), he sought a total award of \$443,100 (i.e. \$435,000 + \$8,100).
- 1.7. On 25 February 2019, the appeal came for hearing before this Board. Prior to the appeal hearing:
 - (a) The Appellant filed one affidavit, affirmed by himself; and
 - (b) The Respondent filed three affidavits, sworn by Century 99's Managing Director, Lee May Nam.Both sides also tendered opening statements.
- 1.8. Cross-examination of all witnesses was completed within a day. Thereafter, parties took some time to prepare their closing submissions. On 27 March 2019, parties appeared before this Board again to present closing oral arguments.

⁶ Exhibited at Lee May Nam's 1st affidavit (LMN[1]) pp 13-14.

⁷ Before the Deputy Commissioner of the Appeals Board.

2. Circumstances Surrounding the Valuation of the Appellant's Flat

- 2.1. As explained above, the Appellant's Flat was valued by way of a kerbside valuation, i.e. without an inspection of the flat interior. As the valuers were not able to apprise themselves of what lay inside the flat, they worked on the premise that the Appellant's Flat was in original condition, without any fittings or fixtures.⁸ As will be illustrated in paragraph 3.12 below, this had a bearing on how the market value of \$405,400 was computed. It is thus necessary to set out the factual backdrop against which the kerbside valuation eventually came to be conducted.
- 2.2. From the evidence adduced, the Appellant was reluctant to facilitate the valuers' inspection of his flat interior. There appeared to be three motivations for this:
- (a) The Appellant was concerned that if the valuers inspected the interior of his flat, he would be saddled with a hefty bill for the valuation.
 - (b) The Housing & Development Board ("**HDB**") previously sent the Appellant a range of possible award amounts for the Redhill SERS Exercise and the Appellant was under the impression that he had already agreed to an award figure and conveyed his acceptance of the same to HDB. There was thus no longer any need to value his flat.
 - (c) The Appellant believed that since it was possible for the valuers to do a kerbside valuation, there was no need for them to view his flat's interior.

Each of these are elaborated upon immediately below.

The Appellant's concern that he would be billed for the cost of valuing his flat

- 2.3. According to the Appellant, he feared that if he arranged for the inspection of his flat's interior, he would be saddled with a hefty bill for the valuation, which he was unable to afford. This concern was expressed in the Appellant's Opening Statement:⁹

⁸ Lee May Nam's 1st affidavit (LMN[1]) ¶19.

⁹ Appellant's Opening Statement (AOS) p 2 (top 2 paragraphs).

In the affidavit [*sic*] from the respondent it was stated about my strong objections to the valuers gaining entry. I state clearly to the Housing Board staff over the telephone that I cannot afford the type of hefty fee that would be levied on me. It may simply be added on to my total purchase.

I have this habit of writing and always wants it in writing. It could then be shown to my face what I did wrote. The official telephones of the Housing Board could be taped as is on recorded playback whenever calls are made to the main line. The meeting room itself may have camera.

The Appellant's Opening Statement thus:

- (a) stated that the Appellant clearly conveyed his concern (about being billed for the valuation) to HDB staff; and
- (b) implied that this could be verified from HDB's taped telephone lines.

2.4. As regards the Appellant's Opening Statement, it is apt at this juncture to highlight a preliminary objection by the Respondent. About a week prior to the appeal hearing, Respondent counsel wrote to the Appeals Board Registry¹⁰ complaining that the Appellant's Opening Statement contained numerous assertions, including those in the extract cited in the paragraph immediately above, that were not in his affidavit. The Respondent claimed to have been prejudiced, as these assertions were surfaced so close to the appeal hearing that the Respondent had little lead time to adduce rebuttal evidence. Respondent counsel thus asked for the offending portions of the Appellant's Opening Statement to be struck out. However, at the commencement of the appeal hearing, Respondent counsel agreed not to pursue this objection, subject to the Respondent being allowed to adduce letters evidencing communications:

- (a) between the Appellant and Christina Loo Poh Chun ("**Christina Loo**"), who was a Collector of Land Revenue for HDB; and
- (b) between the Appellant and Poh Shu Yan, who was another Collector of

¹⁰ Letter from Respondent counsel dated 18 February 2019.

Land Revenue for HDB.¹¹

The Respondent had collated these letters into a bundle of documents marked as “R1”. Two of these letters also bore handwritten attendance notes by Christina Loo and Poh Shu Yan, capturing their respective conversations with the Appellant.

- 2.5. The Appellant, upon being shown the Respondent’s bundle R1, indicated that he had no objections to the documents therein.¹² He also had no objections to Christina Loo and Poh Shu Yan being called as witnesses.¹³ That being the case, this Board allowed the Respondent to call Christina Loo and Poh Shu Yan to formally admit those letters in the Respondent’s bundle R1 that were drafted by them (and addressed to the Appellant). As for those letters in the Respondent’s bundle R1 that were drafted by the Appellant (and addressed to Christina Loo / Poh Shu Yan), Respondent counsel formally admitted these through the Appellant while he was on the stand. The Appellant was also allowed to cross-examine both Christina Loo and Poh Shu Yan.
- 2.6. As such, when the Appellant took the stand, he was able to admit the entire contents of the Appellant’s Opening Statement, without any further objections from the Respondent.¹⁴
- 2.7. The first few letters exhibited in the Respondent’s bundle R1 comprised letters from Christina Loo to the Appellant, dated 22 January 2013,¹⁵ 10 July 2013¹⁶ and 25 July 2013.¹⁷ By these letters, Christina Loo informed the Appellant that there had been many unsuccessful attempts to contact him to arrange for the

¹¹ HDB has about 30 officers concurrently holding the post of Collector of Land Revenue handling the Selective En bloc Redevelopment Scheme: see closing oral arguments at Notes of Evidence (Day 2) p 3.

¹² Notes of Evidence (Day 1) p 7.

¹³ Notes of Evidence (Day 1) p 119.

¹⁴ Examination-in-chief of Oei Choon Guan at Notes of Evidence (Day 1) p 14.

¹⁵ Exhibited at Respondent’s bundle (R1) p 12.

¹⁶ Exhibited at Respondent’s bundle (R1) p 13.

¹⁷ Exhibited at Respondent’s bundle (R1) p 14.

valuation of his flat. The letters advised the Appellant to contact the valuer to make an appointment for his flat's inspection. At the appeal hearing, the Appellant was unable to confirm if he had received all of these letters.¹⁸

- 2.8. The Respondent's bundle R1 also exhibited a handwritten attendance note¹⁹ from Christina Loo dated 8 May 2014,²⁰ documenting her telephone conversation with the Appellant of even date. The note read:

Managed to speak to Mr Oei today. He refused to value flat, claimed HDB will billed [sic] him for valuatⁿ even though I assured him it will not happen.

Basically, he said he has accepted the max indicative compensation of \$408,300 & refused any valuation lower than that.

According to this note, Christina Loo had acknowledged the Appellant's concern about being billed for the valuation. However, the note states that she had assured him that he would not be billed. At the appeal hearing, Christina Loo reaffirmed that she spoke to the Appellant over the telephone²¹ and offered him this assurance.²² The Appellant similarly agreed that he spoke to Christina Loo over the phone²³ and that she had indeed assured him that he would not be billed for the valuation.²⁴

- 2.9. Nevertheless, the Appellant found Christina Loo's assurances (that he would not be billed for the valuation) over the telephone to be insufficient to assuage his concerns, as he wanted these assurances reduced into writing. Without anything in black and white, he feared that there was nothing to prevent HDB

¹⁸ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 28.

¹⁹ This note was written on a copy of the letter dated 25 July 2013, exhibited at Respondent's bundle (R1) p 14.

²⁰ The note was dated as "8/5", i.e. 8 May, without the year. Christina Loo clarified in her examination-in-chief that the year was 2014: see Notes of Evidence (Day 1) p 172.

²¹ Cross-examination of Christina Loo at Notes of Evidence (Day 1) p 175. Christina Loo also confirmed that she never met the Appellant person.

²² Examination-in-chief of Christina Loo at Notes of Evidence (Day 1) p 173; cross-examination of Christina Loo at Notes of Evidence (Day 1) p 176.

²³ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 37.

²⁴ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 33. See also the Appellant's cross-examination of Christina Loo at Notes of Evidence (Day 1) p 176.

from deducting a hefty valuation fee from the sale proceeds of his flat.²⁵ However, Christina Loo testified that she did not receive any request from the Appellant asking for her assurance (that he would not be billed for the valuation) to be reduced into writing.²⁶

The Appellant's purported acceptance of an award figure

- 2.10. The Appellant also explained that he did not arrange for inspection of his flat's interior as he was under the impression that he had already accepted an award figure offered by HDB. Specifically, HDB had sent residents a "package" setting out the range of possible awards for the units acquired under the Redhill SERS Exercise. He felt that his flat merited an award at the highest end of this range, given that it was on the top floor and was also a corner unit. He thus purported to accept the figure at the top of the range indicated in HDB's package, signed the acceptance document and returned the same to HDB.²⁷ This having been done, the Appellant was under the impression that there was no longer a need for the valuers to inspect his flat.²⁸
- 2.11. Christina Loo confirmed that during her telephone conversation with the Appellant on 8 May 2014 (alluded to at paragraph 2.8 above), he told her that he had accepted the maximum figure within the range of awards indicated in HDB's package²⁹ and, as such, there was no need for a valuation.³⁰ She had thus captured this in her handwritten note – extracted at paragraph 2.8 above – which stated that the Appellant "*had accepted the max indicative compensation of \$408,300 & refused any valuation lower than that*". Christina Loo also clarified that the figure of \$408,300 in her note may have been a typo and that she could have intended to write "\$418,300" (instead of "\$408,300").³¹

²⁵ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 33 & 44.

²⁶ Examination-in-chief of Christina Loo at Notes of Evidence (Day 1) p 173.

²⁷ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 33-34.

²⁸ See the Appellant's cross-examination of Poh Shu Yan at Notes of Evidence (Day 1) pp 204-205.

²⁹ Cross-examination of Christina Loo at Notes of Evidence (Day 1) p 175.

³⁰ Cross-examination of Christina Loo at Notes of Evidence (Day 1) p 181.

³¹ Examination-in-chief of Christina Loo at Notes of Evidence (Day 1) p 173.

- 2.12. At the appeal hearing, Christina Loo explained that the range of awards provided by HDB was only an estimate. A valuation still had to be conducted before the actual award could be arrived at. The Appellant could not simply “accept” the figure of \$418,300, which sat at the highest end of the estimated range, as this range was merely indicative – a professional valuation still needed to be done.³² What the Appellant signed and returned to HDB was merely an acknowledgment that he had received HDB’s package³² (as opposed to a binding acceptance).
- 2.13. The Respondent’s bundle R1 thus exhibited a letter from Christina Loo to the Appellant, dated 13 March 2015,³³ where she sought to clarify matters. The salient portions of the letter are as follows:

2. We wish to clarify that the range of compensation shown in the Compensation Leaflet (as shown below) provides an indication of the estimated market value/compensation of the 3-room flats at Redhill Close Blocks 1 to 3, 5 to 22.

Existing Flat Type	Balance Lease	Estimated Market Value	Estimated Reasonable Expenses	Total
3-room (57 to 66 m ²)	About 71 years	\$360,000 - \$410,000	\$6,700 - \$8,300	\$366,700 - \$418,300

As stated in the leaflet, ***the actual compensation of your flat will be determined by a professional valuation. They will take into account past resale transactions, the floor area, orientation, storey height, extent of renovation*** etc, to assess the market value/compensation of your flat. ***We are unable to award compensation for your flat without a professional valuation.*** It is therefore important that you let the professional valuers inspect your flat in order to assess/determine the market value/compensation of your flat.

3. We would therefore appreciate it if you could call the valuer from Century 99 ... to arrange a date and time for the inspection/valuation of your flat. ... [emphasis added]

During cross-examination, the Appellant said that he may not have received this

³² Cross-examination of Christina Loo at Notes of Evidence (Day 1) p 183.

³³ Exhibited at Respondent’s bundle (R1) p 16.

letter.³⁴

2.14. It appears that sometime after that, Ms Poh Shu Yan took over from Christina Loo in fronting the communications with the Appellant. The Respondent's bundle R1 exhibited a letter from Poh Shu Yan dated 14 December 2015,³⁵ addressed to the Appellant, in which she continued to press him for an appointment to value his flat:

2. We note that your flat has not been inspected by our appointed valuers. As explained in our letter of 13 Mar 2015, we are unable to award compensation for your flat without a professional valuation. Do please let the appointed professional valuers inspect your flat to assess the market value of your flat.

2.15. The Respondent's bundle R1 also exhibited a handwritten note from Poh Shu Yan dated 30 November 2016,³⁶ documenting the communications transpiring at a face-to-face meeting on that same date, between her and the Appellant. The handwritten note reads as follows:

Interviewed lessee

- He said his flat no renovatⁿ done
- But insists we should keep to the "valuatⁿ" given and pay him the highest \$418,300 as his flat locatⁿ is "the best".
- Shared that worst case is curb-side which most likely be < \$418,300. He is aware.
- Shared that his flat deteriorates as the years go by. From ann³⁷ in 2011 – now 2016, 5 years. Flat gets older not to his advantage. He agrees
- He said if valuer agrees on \$418K, he will allow them to take photos to support the predetermined value.
- Explained repeatedly valuatⁿ does not work this way & we are unable to agree.
- As he refused to arrange meeting w̄ valuer, the interview ended.

2.16. At the appeal hearing, Poh Shu Yan testified that this meeting probably lasted

³⁴ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 36.

³⁵ Exhibited at Respondent's bundle (R1) p 17.

³⁶ This handwritten note was written on a copy of the letter dated 14 December 2015, exhibited at Respondent's bundle (R1) p 17.

³⁷ During her examination-in-chief, Poh Shu Yan clarified that by "ann", she meant "announcement": see Notes of Evidence (Day 1) p 189.

for at least an hour.³⁸ She further testified³⁹ that during the meeting:

- (a) The Appellant's mindset was that he had already accepted the highest award of \$418,300 and thus refused to make an appointment with the valuers, despite Poh Shu Yan trying to facilitate this.
- (b) The Appellant said that he would allow the valuers to take photographs of his flat to substantiate the figure of \$418,300, if they agreed to this figure.
- (c) Poh Shu Yan repeatedly tried to tell him that valuation does not work this way and the Respondent was unable to agree to the Appellant's position.

2.17. When cross-examining Poh Shu Yan, the Appellant did not challenge her account of what transpired at the 30 November 2016 meeting.

The possibility of a kerbside valuation

2.18. A further motivation for the Appellant not facilitating an inspection of his flat's interior is that he thought this was not necessary, given that the valuers could do a kerbside valuation. According to the Appellant, the possibility of a kerbside valuation was first broached to him as early as in 2012.⁴⁰ A lady from HDB had told him that a kerbside valuation could be done and the Appellant, not knowing what a kerbside valuation was, told her to carry on with the kerbside valuation.⁴¹ He felt that it would be easier and faster for HDB to simply proceed with the kerbside valuation, since they claimed to have experienced so much difficulty in contacting him to make an appointment for inspecting his flat.⁴² He also preferred a kerbside valuation as he thought that this was something he need not pay for.⁴³

2.19. Insofar as the correspondence in the Respondent's bundle R1 was concerned,

³⁸ Examination-in-chief of Poh Shu Yan at Notes of Evidence (Day 1) p 190.

³⁹ Examination-in-chief of Poh Shu Yan at Notes of Evidence (Day 1) pp 190-191.

⁴⁰ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 43.

⁴¹ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 23.

⁴² Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 43.

⁴³ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 47.

the first mention of a kerbside valuation appeared in Poh Shu Yan's handwritten note documenting her meeting with the Appellant on 30 November 2016, extracted at paragraph 2.15 above. The relevant sentence in the note reads:

Shared that worst case is curb-side which most likely be < \$418,300. He is aware.

At the appeal hearing, Poh Shu Yan clarified that the reference to "curb-side" in the note was a misspelling and that it should actually have been spelt as "kerbside".⁴⁴

2.20. Poh Shu Yan had thus explained to the Appellant that a kerbside valuation was **not** to his advantage as it:

- (a) was the worst case scenario; and
- (b) would most likely yield a figure below the estimated maximum of \$418,300.

2.21. At the appeal hearing, Poh Shu Yan testified that she attended yet another meeting with the Appellant, on 22 September 2017. At this meeting, she once again broached the issue of inspecting the Appellant's Flat. Again, the Appellant told her that there was no need for this as he was fine with a kerbside valuation.⁴⁵ Yet again, Poh Shu Yan tried to explain to the Appellant that:⁴⁶

- (a) a kerbside valuation was not to his advantage as she did not know whether he had renovations or not; and
- (b) even in the absence of renovations, the valuer still needed to look at the flat's interior, to arrive at an appropriate award.

2.22. During her cross-examination, Poh Shu Yan was not challenged by the Appellant on her account of what transpired at the 22 September 2017 meeting.

2.23. Following the meeting on 22 September 2017, there ensued a flurry of further

⁴⁴ Examination-in-chief of Poh Shu Yan at Notes of Evidence (Day 1) p 188.

⁴⁵ Examination-in-chief of Poh Shu Yan at Notes of Evidence (Day 1) p 191.

⁴⁶ Examination-in-chief of Poh Shu Yan at Notes of Evidence (Day 1) p 192.

correspondence pertaining to the inspection of the Appellant's Flat. Poh Shu Yan sent the Appellant a letter dated 2 November 2017 asking him to allow the valuers to inspect his flat.⁴⁷ The Appellant responded with a handwritten letter dated 6 November 2017,⁴⁸ stating (*inter alia*):

...
 A "KERBSIDE" VALUATION COULD BE MADE. BEING UNSCHOOL AND UNLEARN IN PROPERTY VALUATION. IT WAS THE SECOND OCCASION I HEARD OF THAT TERM. HENCE THE INVERTED COLONS. I MAY HAVE GOT IT ALL WRONG.
 ...

2.24. Given the Appellant's statement in his letter that "a kerbside valuation could be made", Poh Shu Yan responded with a letter to the Appellant dated 27 November 2017,⁴⁹ stating as follows:

2. We note your request for your SERS flat to be **valued without a flat inspection**. We are reviewing your request and will inform you once a decision is made.

3. If you change your mind and wish to have your flat inspected by our appointed valuers to assess the market value of your flat, do contact me ... [emphasis added]

2.25. The Appellant responded with a handwritten letter dated 30 November 2017,⁵⁰ saying that he did *not* recall requesting for his flat to be valued without an inspection. Poh Shu Yan had then replied with a letter dated 22 December 2017,⁵¹ clarifying that the reference in her letter to the Appellant's Flat being "valued without a flat inspection" meant a kerbside valuation. She also pointed out that it was the Appellant who, in his letter of 6 November 2017, said that "a kerbside valuation could be made". Poh Shu Yan's letter had then gone on to reiterate that the valuer would need to look at factors such as renovations and flat condition, in order to assess the market value of the Appellant's Flat.

⁴⁷ Exhibited at Respondent's bundle (R1) p 19.

⁴⁸ Exhibited at Respondent's bundle (R1) p 20.

⁴⁹ Exhibited at Respondent's bundle (R1) p 21.

⁵⁰ Exhibited at Respondent's bundle (R1) p 22.

⁵¹ Exhibited at Respondent's bundle (R1) p 23.

2.26. Subsequently, Poh Shu Yan sent the Appellant a letter dated 17 January 2018,⁵² telling him that an inspection of his flat was necessary to assess its market value and asking him to contact the valuer if he wanted to have his flat inspected. After that, she sent him another letter dated 7 February 2018,⁵³ where she alluded to some of the factors that the valuer would look at during the flat inspection:

2. As we have explained in our letter of 22 Dec 2017, the compensation for sold properties under SERS comprises their prevailing market values as at the date of gazette and reasonable expenses. While the private valuer considers the resale prices of comparable properties as at the SERS announcement in determining the market value, ***an inspection of your property is necessary as the attributes of your flat such as the extent of renovations and its condition, the orientation, floor level, floor area, etc are also taken into consideration.*** [emphasis added]

The letter then alluded to the urgency of arranging for the valuation of the Appellant's Flat, as the replacement flats for the Redhill SERS Exercise were going to be ready soon.

2.27. The Appellant responded with a handwritten letter dated 14 February 2018,⁵⁴ saying that the relevant information would already be within HDB's possession. The relevant passage from the Appellant's letter reads:

YOU NEED TO GATHER YOUR THOUGHTS. THE FLAT ORIENTATION, FLOOR AREA AND FLOOR LEVEL ARE ALL APPROVED DOCUMENTS AND FILED. YOU SHOULD HAVE A COPY OF THE DRAWING.

2.28. Poh Shu Yan testified that a kerbside valuation was eventually conducted as the Appellant had, on 13 March 2018, called and said "get it done".⁵⁵ After commencement of the kerbside valuation process, Poh Shu Yan followed up with a letter to the Appellant, dated 12 April 2018,⁵⁶ stating:

1. We refer to our letter dated 7 Feb 2018 and phone conversation

⁵² Exhibited at Respondent's bundle (R1) p 24.

⁵³ Exhibited at Respondent's bundle (R1) p 26.

⁵⁴ Exhibited at Respondent's bundle (R1) p 27.

⁵⁵ Examination-in-chief of Poh Shu Yan at Notes of Evidence (Day 1) p 195.

⁵⁶ Exhibited at Respondent's bundle (R1) p 28.

on 13 Mar 2018.

2. We wish to inform that we have proceeded to conduct a kerbside valuation of your flat, i.e. valuation of the property without a site inspection. We will update you once the compensation is finalized.

The Appellant replied with a handwritten letter dated 18 April 2018,⁵⁷ saying that he could not recall the tele-conversation of 13 March 2018 (alluded to in paragraph 1 of Poh Shu Yan's letter, extracted immediately above).

2.29. This prompted Poh Shu Yan to respond with a letter dated 16 May 2018,⁵⁸ reiterating that the Appellant had, by a tele-conversation on 13 March 2018, told HDB to "get it done":

2. We visited your flat on 12 Mar 2018. As no one answered the door, we left a message card for you to contact us. On 13 Mar 2018, you called us and informed us to "get it done". We have records of the phone conversation. ...

3. Methodology Employed for Valuing the Appellant's Flat

3.1. The Appellant claimed that the market value of his flat should be assessed at \$435,000, i.e. \$29,600 above the Respondent's valuation of \$405,400. The methodologies adopted by both parties in arriving at their respective figures are set out below.

The Appellant's position on how the market value should have been assessed

3.2. In his affidavit, the Appellant explained how he arrived at the market value figure of \$435,000:⁵⁹

Two flats on the ground floor of Block Two were sold prior to the announcement. Fetching a reported Three Hundred and Eighty-Five Thousand or there about. There being no indication if the flat were renovated.

In between Block One and Two is a bus stop and overhead bridge. It is within a hundred and fifty feet away. About two feet from the windows of all blocks is the covered perimeter drain. Then the five foot [sic] way. Next to it the raise up drain for the main. A strip of green of some three feet away follow by the main road pedestrian walk. The

⁵⁷ Exhibited at Respondent's bundle (R1) p 29.

⁵⁸ Exhibited at Respondent's bundle (R1) p 30.

⁵⁹ See Oei Choon Guan's affidavit (OCG) p 1 (2nd & 3rd paragraphs from the bottom).

interior of the flats could be clearly view. The centre flat of the original tenant used to display a large portrait. From such prices fetch an asking price of Four Hundred and Thirty-Five storey [*sic*] for the top floor last flat at the comer is not unreasonable.

Thus, the Appellant's case is that he had looked at two units on the ground floor of Block 2 and saw that they were sold for about \$385,000. Considering the absence of any indication that these units were renovated, and taking into account the amenities which the blocks enjoyed (e.g. the bus-stop and overhead bridge), the Appellant surmised that it was not unreasonable for his flat (being a corner unit on the top floor) to fetch a market value of \$435,000.

- 3.3. At the appeal hearing, the Appellant confirmed that the figure of \$435,000 was just a projection and not backed by any calculations.⁶⁰ He had also not instructed any valuers in deriving this figure.⁶¹
- 3.4. However, in the Appellant's Closing Submissions, he provided further details on how he arrived at the figure of \$435,000:⁶²

I took the base of what I thought the ground floor centre flat price was given to me. Then consider that location has the most foot traffic due to the lift lading. The bus stop is some hudred [*sic*] odd feet away. On top of that bus stop is an overhead pedestrian bridge. So that flat has the least privacy as any one could see in if the windows are not blind or curtain.

For every floor I add and it was six times. That figure gave me the same as my next door. Base on the 1982 differences I paid. I added another ten per cent and round the total up. It is also above ten thousand more as explained above.

- 3.5. During closing oral arguments, this Board asked the Appellant, to elaborate on what he meant by the passage immediately above. He explained as follows:⁶³

Appellant: ... it was 365 I used; six times I add 5,000, that is 30,000, okay. So I add it in. Then that will give me the same price as my neighbour. So in 1982, I paid about 10% more. So I added in about 10% more and round up the figure. That's how I arrived at 435.

⁶⁰ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 72 & 81.

⁶¹ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 17.

⁶² Appellant's Closing Submissions (ACS) p 6.

⁶³ Closing oral arguments at Notes of Evidence (Day 2) pp 23-24.

- Dy Comm'r: Okay. So basically, you thought that it was \$365,000.
- Appellant: I thought I heard.
- ...
- Dy Comm'r: So it is 5,000 per floor. That's what you are adding, \$5,000
- Appellant: Uh-huh, six---six on top.
- Dy Comm'r: So six floors, so it's six times 5,000, it's 30,000.
- Appellant: Uh-huh. Then I put in about 10% because in 1982, I got it about ... I got it 20,000, neighbour got it 18,000.
- Dy Comm'r: Okay.
- Appellant: So it's about 10% or so difference.

3.6. In other words, the methodology as set out in the Appellant's Closing Submissions entailed the following:

- (a) The starting premise was that the ground floor unit was worth \$365,000 (i.e. a somewhat different figure from the \$385,000 propounded in the Appellant's Opening Statement).
- (b) To account for the fact that his flat was on the seventh level, he added a premium of \$30,000, derived by factoring a premium of \$5,000 for every floor above ground level (since his flat was 6 floors above ground level, the total premium was $6 \times \$5,000 = \$30,000$). The price of a unit on the seventh level would thus be \$395,000, i.e. $\$365,000 + \$30,000$.
- (c) As amongst the units on the seventh level, the Appellant's Flat commanded a premium over the rest, given that it was a corner unit. Specifically, the Appellant recalled that when he purchased his flat in 1982, the price was \$20,000 but the neighbouring unit (#07-226) was purchased for only \$18,000. This showed that his flat, being a corner unit, fetched a premium of about 10% above the next unit. The Appellant thus added a 10% uplift to the figure of \$395,000, i.e. $\$395,000 + (10\% \times \$395,000)$, to arrive at a figure of about \$435,000.

The Comparable Sales Method adopted by the Respondent

3.7. As for Century 99, it had arrived at the valuation of \$405,400 using the

“Comparable Sales Method”.⁶⁴ Century 99’s Managing Director Lee May Nam filed an affidavit to explain that this entailed looking at the transacted prices of comparable properties in the vicinity and then seeing what the Appellant’s Flat would fetch at those transacted rates, after adjusting for any differences in traits between the comparable properties and the Appellant’s Flat.

3.8. As a first step, Century 99 had identified private treaty sales for six units in Redhill Close which:⁶⁵

- (a) had similar model and type as the Appellant’s Flat (i.e. 3-room standard), with comparable floor areas; and
- (b) were transacted at fair and reasonable prices, within 6 months prior to the Declaration’s publication.

The details of these six transactions are as follows:

S/No.	Address	Floor area (Sq m)	Transacted Price ⁶⁶	Date of Registration
1	Block 6, #02-168	58	\$368,000	28 Nov 2011
2	Block 21, #05-101	60	\$378,000	25 Nov 2011
3	Block 21, #06-105	58	\$385,000	23 Nov 2011
4	Block 13, #03-53	66	\$395,888	18 Nov 2011
5	Block 10, #01-130	63	\$390,000	4 Nov 2011
6	Block 10, #02-132	63	\$362,000	29 Sep 2011

Century 99 then shortlisted the units in **the first three** of these six transactions, highlighted in bold in the table above, on the basis that they were transacted in closer proximity to 5 December 2011⁶⁷ (“**the Three Comparable Units**”).

3.9. To facilitate like-for-like comparison between the Three Comparable Units and the Appellant’s Flat, the transacted price of each of these three units was adjusted to offset any differences arising from the following traits:

- (a) Location along the corridor (corner units would command a premium);
- (b) Lift accessibility (units with greater lift accessibility would command a premium);

⁶⁴ Lee May Nam’s 1st affidavit (LMN[1]) ¶14.

⁶⁵ Lee May Nam’s 1st affidavit (LMN[1]) ¶¶14-15.

⁶⁶ In Singapore dollars.

⁶⁷ Lee May Nam’s 1st affidavit (LMN[1]) ¶16.

-
- (c) Floor level (units at higher floors would command a premium); and
 - (d) Unit condition, i.e. state of maintenance and improvements, where units:
 - i) in a better state of maintenance; or
 - ii) which had been improved via renovations,⁶⁸ would command a premium.

3.10. Prior to the appeal hearing, this Board asked the Respondent to explain the steps by which the transacted prices of the Three Comparable Units were used to derive the valuation of \$405,400 for the Appellant's Flat. The Respondent thus filed a second affidavit sworn by Lee May Nam, explaining the following:

- (a) The transacted prices for the Three Comparable Units were adjusted by ***stripping away*** any premiums which may have been factored into the price on account of the traits listed in paragraph 3.9 above. Stripping away these premiums served to distil the transacted price for each of the Three Comparable Units to a "**Base Value**":

⁶⁸ In her examination-in-chief, Lee May Nam explained that the term "improvements" referred to the renovations to the unit: see Notes of Evidence (Day 1) p 121.

	Block 6, #02-168	Block 21, #05-101	Block 21, #06-105
TRANSACTIONED PRICE ⁶⁶	\$368,000	\$378,000	\$385,000
	Premiums to be Stripped Away:		
Premium attributable to <u>CORRIDOR LOCATION</u>	(\$2,000) <i>Unit is a corner unit</i>	0 <i>Unit is a corridor unit, so no premium</i>	(\$1,000) <i>Unit is a door-to-door unit</i>
Premium attributable to <u>LIFT ACCESSIBILITY</u> (The lift is located at the middle of the landing ⁶⁹)	0	(\$2,000) <i>Unit has better lift access as it is mid stack⁷⁰</i>	0
Premium attributable to <u>FLOOR</u> (A premium of \$1,000* was accorded for every one floor above ground ⁷¹)	(\$1,000) <i>Unit is 1 floor above ground</i>	(\$4,000) <i>Unit is 4 floors above ground</i>	(\$5,000) <i>Unit is 5 floors above ground</i>
Premium attributable to unit <u>CONDITION</u>	Premium attributable to unit's state of <u>MAINTENANCE</u>	(\$3,000) <i>Unit was in average⁷² state of maintenance</i>	(\$3,000) <i>Unit was in average⁷² state of maintenance</i>
	Premium attributable to <u>IMPROVEMENTS</u> to the unit	(\$10,000) <i>Improvements were made to the unit⁷²</i>	(\$10,000) <i>Improvements were made to the unit⁷²</i>
BASE VALUE (i.e. stripped of premiums above)	\$352,000	\$359,000	\$366,000

* Lee May Nam explained in examination-in-chief that it is an accepted industry practice to add a premium of \$1,000 for every one floor up.⁷³

- (b) As can be seen from the calculations above, the Base Value is, in effect, the notional price that the buyer would have paid had the unit been:⁷⁴
- i) a corridor unit;
 - ii) with no premium for lift accessibility;
 - iii) located at ground level; and
 - iv) in bare / original condition.

⁶⁹ Lee May Nam's 2nd affidavit (LMN[2]) ¶15 & p 13.

⁷⁰ Lee May Nam's 2nd affidavit (LMN[2]) ¶16.

⁷¹ Lee May Nam's 2nd affidavit (LMN[2]) ¶17.

⁷² Lee May Nam's 2nd affidavit (LMN[2]) ¶18.

⁷³ Examination-in-chief of Lee May Nam at Notes of Evidence (Day 1) p 128.

⁷⁴ Lee May Nam's 1st affidavit (LMN[1]) ¶17.

- (c) The Base Value for each of the Three Comparable Units was then divided by that unit's floor area, to arrive at a **Base PSF Value**:

	Block 6, #02-168	Block 21, #05-101	Block 21, #06-105
Base Value	\$352,000	\$359,000	\$366,000
Floor area (Sq Ft)	624	646	624
BASE PSF VALUE	\$563.82	\$555.87	\$586.25

From the Base PSF Values of the Three Comparable Units, Century 99 concluded that the Base PSF Value to be applied as the yardstick for valuing units in Block 1 Redhill Close (including the Appellant's Flat) was **\$580**.⁷⁵ At the appeal hearing, Lee May Nam explained that this figure was gleaned from the Base PSF Values of the Three Comparable Units by way of judgment call, rather than by any precise formula.⁷⁶ It is observed that if the Base PSF Values for the Three Comparable Units were laid out in a continuum, the figure of \$580 would be at the higher end.

- (d) Century 99 had then multiplied the Base PSF Value of \$580 against the floor area of the Appellant's Flat (slightly over 678 square feet) to arrive at a Base Value of **\$393,317** for the Appellant's Flat. Thereafter, any premiums attributable to the traits listed at paragraph 3.9 above were **added** to the Base Value of \$393,317, to derive the market value of the Appellant's Flat:

⁷⁵ Lee May Nam's 2nd affidavit (LMN[2]) ¶¶10 & 20.

⁷⁶ Examination-in-chief of Lee May Nam at Notes of Evidence (Day 1) p 130.

Components of Final Value		Amount	Remarks
BASE VALUE		\$393,317	(See paragraph immediately above)
Premium added for <u>CORRIDOR LOCATION</u>		\$2,000	Appellant's Flat is a corner unit, thus commanding a premium of \$2,000 over corridor units.
Premium added for <u>LIFT ACCESSIBILITY</u> <i>(The block is designed such that units at odd levels have easier access to lift platforms than those at even levels⁷⁷)</i>		\$1,000	A premium of \$1,000 was accorded to the Appellant's Flat for lift accessibility as it is on an odd level.
Premium added for <u>FLOOR</u> <i>(A premium of \$1,000 was accorded for every one floor above ground ⁷¹)</i>		\$6,000	Appellant's Flat is 6 floors above ground.
Premium added for unit <u>CONDITION</u>	Premium added for state of <u>MAINTENANCE</u>	\$3,000	The valuers did not have sight of the interior of the Appellant's Flat's but nevertheless assumed it to be in an <u>average</u> state of maintenance warranting a premium of \$3,000. ⁷⁸
	Premium added for <u>IMPROVEMENTS</u>	0	The Appellant's Flat was assumed to be in <u>original</u> (i.e. bare) condition, ⁷⁹ so zero premium was accorded for improvements.
FINAL VALUE:		\$405,317	

As can be seen, the market value of the Appellant's Flat was derived by applying the reverse of the steps used to distil the Base Value of the Three Comparable Units, enumerated at paragraph 3.10(a) above.

- (e) The final value of \$405,317 was then "rounded up"⁸⁰ to **\$405,400**, i.e. the figure ultimately awarded to the Appellant for his flat's market value.

3.11. Prior to the appeal hearing, this Board sought to verify if the Respondent had applied the above methodology consistently. The Respondent was directed to

⁷⁷ Respondent's Closing Submissions (RCS) ¶14; examination-in-chief of Lee May Name at Notes of Evidence (Day 1) pp 126.

⁷⁸ Lee May Nam's 1st affidavit (LMN[1]) ¶19 and Lee May Nam's 2nd affidavit (LMN[2]) ¶23(d).

⁷⁹ Lee May Nam's 1st affidavit (LMN[1]) ¶19 and Lee May Nam's 2nd affidavit (LMN[2]) ¶24.

⁸⁰ Lee May Nam's 2nd affidavit (LMN[2]) ¶25.

explain how the valuation had been conducted for the following six other units:

- (a) the remaining five units at level 7 of Block 1; and
- (b) the unit immediately beneath the Appellant's Flat (i.e. #06-228).

3.12. The Respondent consequently filed a third affidavit sworn by Lee May Nam, detailing how the Base PSF Value of \$580 was used to derive the market value of these six other units. The calculations are set out below:⁸¹

	#07-228*	#07-226	#07-224	#07-222	#07-220	#07-218	#06-228	
Floor area (Sq feet)	678	678	710	710	678	678	678	
BASE VALUE <i>(Derived by multiplying floor area against Base PSF Value of \$580)</i>	\$393,317	\$393,317	\$412,046	\$412,046	\$393,317	\$393,317	\$393,317	
Premium added for CORRIDOR LOCATION	\$2,000 (Corner unit)	0 (Corridor unit)	0 (Corridor unit)	0 (Corridor unit)	0 (Corridor unit)	\$2,000 (Corner unit)	\$2,000 (Corner unit)	
Premium added for LIFT ACCESSIBILITY <i>(Units at odd levels have easier access to lift platforms than those at even levels⁷⁷)</i>	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	0	
Premium added for FLOOR <i>(Premium of \$1,000 accorded for every floor above ground ⁷¹)</i>	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$5,000	
Premium added for unit CONDITION	Premium for state of maintenance	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
	Premium for improvements	0 (Original condition)	\$18,809 (Good condition)	\$17,405 (Good condition)	\$17,657 (Good condition)	\$8,339 (Average condition)	\$17,722 (Good condition)	\$451 (Original condition)
FINAL VALUE:	\$405,317	\$422,126	\$439,451	\$439,703	\$411,656	\$423,039	\$403,768	

* I.e. the Appellant's Flat.

⁸¹ Lee May Nam's 3rd affidavit (LMN[3]) pp 5-6.

- 3.13. One thus sees that the market value of the Appellant's Flat was assessed to be significantly lower than that of some of his neighbours. As is apparent from the above computations, this was due (in no small part) to the latter flats having substantial premiums accorded for *improvements*, in stark contradistinction to the zero premium accorded to the Appellant's Flat. As explained at paragraph 2.1 above, the valuers were unable to inspect the interior of the Appellant's Flat and, not being in a position to ascertain if it had any improvements, assumed it to be in original condition.⁸²
- 3.14. One gets a better sense of relativity by zooming in on the Respondent's valuation for two other units:
- (a) The unit next to the Appellant's Flat, #07-226, was assessed to have a market value which exceeded that of the Appellant's Flat's by close to \$17,000. The bulk of this differential was driven by the \$18,809 premium accorded to #07-226 for improvements.
 - (b) The corner unit immediately beneath the Appellant's Flat, #06-228, was (as with the Appellant's Flat) assessed to be in original condition. It was thus accorded a comparatively negligible premium of only \$451 for improvements. Its assessed market value was thus much closer to that of the Appellant's Flat.
- 3.15. As could reasonably be expected, the principal area of contention raised by the Appellant during the appeal hearing centred on the manner by which the Respondent accorded premiums for flat improvements.⁸³

4. This Board's Decision

Burden and standard of proof

- 4.1. Section 25(3) of the Land Acquisition Act ("**the Act**") states: "The onus of proving that the award is inadequate shall be on the appellant".

⁸² Lee May Nam's 1st affidavit (LMN[1]) ¶19.

⁸³ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 19 & 76.

- 4.2. As regards the standard to which this burden of proof is to be discharged, the Board has previously held that the party appealing against the adequacy of his award is akin to a Plaintiff and consequently needs to establish his case on a balance of probabilities⁸⁴

Method of valuation

- 4.3. Section 33 of the Act sets out the considerations that may be taken into account in ascertaining the amount of compensation to be awarded for compulsory land acquisitions. This provision states, *inter alia*:

33. Matters to be considered in determining compensation

- (1) In determining the amount of compensation to be awarded for land acquired under this Act, the Board shall take into consideration the following matters and no others:
- (a) ... the market value of the acquired land -
...
(ii) as at the date of the publication of the declaration made under section 5 ...;
- ...
- (5) For the purposes of subsection (1)(a) ...
...
(e) the market value of the acquired land shall be deemed not to exceed the price which a bona fide purchaser might reasonably be willing to pay, after taking into account the zoning and density requirements and any other restrictions imposed by or under the Planning Act (Cap. 232) as at the date of acquisition and any restrictive covenants in the title of the acquired land ...

The market value of the acquired property, as at the point of acquisition, is thus a pivotal consideration in determining the appropriate award.

- 4.4. As regards the gauging of market value, the Board has on past occasions accepted the comparable sales method, where parties base their calculations on actual transacted values for comparable units: see e.g. *Lo Poh Tiong & Mdm*

⁸⁴ See *Tan Kok Wah Dennis Christopher & Mdm Ong Bee Poh Michelle v Collector of Land Revenue*, AB 2011.026, at [13], citing the case of *Chuah Say Hai & Ors v Collector of Land Revenue, Kuala Lumpur* [1967] 2 MLJ 99.

Lim Geok Hua v Collector of Land Revenue, AB 2012.031.⁸⁵

- 4.5. In this case, both the Appellant and Respondent sought to justify their respective figures through projections from actual sale transactions:
- (a) The Appellant based his projections on what he said was the transacted price of two ground floor units at Redhill Close.
 - (b) The Respondent's valuation was derived from the transacted price of the Three Comparable Units, as set out at paragraph 3.10(a) above.
- 4.6. However, the Appellant's methodology for arriving at the figure of \$435,000 was dubious, to say the least:
- (a) Firstly, he was unable to precisely identify the specific transaction on which his projections were based. In the Appellant's Opening Statement, he claimed that he relied on the sale price of two ground floor units in Block 2. At the appeal hearing, the Appellant elaborated further, saying that he had attended meetings at HDB⁸⁶ during which HDB officers revealed to him the sale prices of two ground floor units.⁸⁷ He recalled them telling him that these units were sold at around \$385,000.⁸⁸ This figure thus formed the basis for the Appellant's projections, which ultimately yielded his proposed valuation of \$435,000.⁸⁹ However, Respondent counsel put to the Appellant in cross-examination that the Appellant had requested HDB officers at the meetings to furnish him with past transaction figures and they had obliged by giving him the sale price of one ground floor unit at Block 2 and another at Block 16 of Redhill Close. Respondent counsel further put to the Appellant that these units were transacted at \$335,000 and

⁸⁵ At [13] and [16].

⁸⁶ The Appellant claimed that the land collector, HDB staff and valuers were present at these meetings: see cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 78.

⁸⁷ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 79-80.

⁸⁸ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 81.

⁸⁹ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 81; see also the Appellant's cross-examination of Poh Shu Yan at Notes of Evidence pp 211-212.

\$315,000 respectively, and not at \$385,000.⁹⁰ One thus sees that the value of the transactions constituting the very foundation for the Appellant's projections is in dispute. Yet, the Appellant made no effort to identify these transactions with greater precision, so as to remove ambiguity. During closing oral arguments, the Appellant muddied the waters further by suggesting that the ground floor unit he was referring to was transacted at \$365,000 (see paragraph 3.6(a) above), thereby contradicting the figure of \$385,000 which he had raised earlier in the Appellant's Opening Statement.

- (b) Secondly, even if we accept the Appellant's starting figure of either \$365,000 or \$385,000, he would still have to show *how* this translated into the value of \$435,000 being claimed. The Appellant confirmed to this Board during the first day of the appeal hearing that the \$435,000 was just a projection not backed by any calculations.⁹¹ However, in the Appellant's Closing Submissions, he departed from this position and attempted to layer his claim with some quantitative veneer:⁹²

For every floor I add and it was six times. That figure gave me the same as my next door. Base on the 1982 differences I paid. I added another ten per cent and round the total up. It is also above ten thousand more as explained above.

During closing oral arguments, this Board repeatedly gave the Appellant a chance to explain his methodology. When asked how he decided upon a premium of \$5,000 per floor, he stated:⁹³

So how do I get the figures? I got to be fast because [the Registrar of the Appeals Board was] asking, "How much, how much, how much?" So from these, I go backwards, I say, "Roughly about \$5,000." So I add it in, six times \$5,000 is 30,000. So the figures all seems to match, work out. So I gave the figure.

⁹⁰ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 80.

⁹¹ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 72 & 81.

⁹² Appellant's Closing Submissions (ACS) p 6.

⁹³ Closing oral arguments at Notes of Evidence (Day 2) pp 26-27.

When this Board asked him to clarify if this meant that he had reverse engineered his calculations in order to arrive at the figure of \$435,000, the Appellant was not able to offer any coherent response. At various points, he said that he had added an uplift of “over \$10,000” to \$418,000. The Appellant explained that the new unit which HDB was going to give him (in replacement of his acquired flat) would be bare, such that he would need to incur “over \$10,000” in renovation expenditure. He had thus added this impending expenditure to HDB’s offer of \$418,000 which he previously purported to accept⁹⁴ (to be precise, the evidence suggests that he purported to accept \$418,300, this being the maximum figure in HDB’s indicative range of awards: see extract of Christina Loo’s letter at paragraph 2.13 above). This was baffling, given that the figure of \$418,000 had not previously featured anywhere in the Appellant’s purported computations. It was also unclear how this figure translated into the proposed valuation of \$435,000.

- 4.7. Despite this Board’s best efforts, it was extremely difficult to make sense of the twists and turns in the Appellant’s explanations. His proposed steps for valuation were as unintelligible as they were haphazard.
- 4.8. That the Appellant lacked any bona fide basis for his claim is buttressed by the fact that the Appellant vacillated on what is an appropriate valuation. As explained above, the Appellant indicated to both Christina Loo and Poh Shu Yan that he “accepted” HDB’s indicative maximum award of \$418,300, which comprised an estimated market valuation of \$410,000 plus estimated reasonable expenses of \$8,300: see the extract from Christina Loo’s letter at paragraph 2.13 above. Yet, he now appeals for \$435,000. It thus behoved the Appellant to offer a credible explanation for why he has inflated his claim by \$25,000 (i.e. from \$410,000 to \$435,000). At the appeal hearing, the Appellant

⁹⁴ Closing oral arguments at Notes of Evidence (Day 2) pp 25-26.

explained that during the pre-hearing conference before the Registrar, he was told that he had to put a figure to his claim (as at that point, the Appellant's Petition of Appeal failed to specify the value that he was appealing for). Feeling compelled to give a number, he had stipulated the figure of \$435,000.⁹⁵ The Appellant's Closing Submissions further explained that when he relayed this figure to the Registrar, he had just undergone eye surgery and his eyes were in pain.⁹⁶ However, none of this throws any light on the quantitative basis for the Appellant now claiming something that exceeds, by such a significant margin, what he previously found to be acceptable.

Comparisons with the awards obtained by the Appellant's neighbours

- 4.9. The Respondent contended that the methodology used to value the units in the Redhill SERS Exercise had been applied consistently.⁹⁷ To test if this had truly been the case, this Board selected the six units listed at paragraph 3.11 above and directed the Respondent to disclose its methodology for valuing them. The Respondent duly complied and, based on the calculations produced (set out at paragraph 3.12 above), this Board is inclined to agree that the Respondent's methodology was indeed applied evenly.
- 4.10. Nevertheless, the Appellant has repeatedly queried⁹⁸ how his flat, despite being a corner unit, could receive a lower award than the neighbouring unit. This misses the point. The Respondent never quarrelled with the claim that a corner unit fetches a premium. As seen from the Respondent's calculations at paragraph 3.12 above, the Appellant's Flat (as well as other corner units such as #07-218 and #06-228) had indeed been accorded a premium of \$2,000. During the entire course of these proceedings, the Appellant had not in any way suggested that the quantum of this premium was inadequate.

⁹⁵ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 69; see also the Appellant's cross-examination of Poh Shu Yan at Notes of Evidence pp 210-211.

⁹⁶ Appellant's Closing Submissions (ACS) p 6 (2nd paragraph from the top).

⁹⁷ Lee May Nam's 2nd affidavit (LMN[2]) ¶11; see also Respondent's Opening Statement (ROS) ¶127.

⁹⁸ Appellant's affidavit (OCG) p 1 (top paragraph); Appellant's Opening Statement (AOS) p 6 (2nd paragraph from the bottom); cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 21 & 100.

- 4.11. Rather, the bulk of the excess in the valuation of #07-226 over that of the Appellant's Flat was attributable to the \$18,809 accorded for improvements to #07-226. This then brings us to the crux of the Appellant's grievance: Was the Respondent wrong in giving the Appellant's Flat zero premium for improvements, when some of the other units had obtained substantial uplifts for this? This Board would answer that question in the negative.
- 4.12. The evidence above shows that the Appellant failed to offer the Respondent's valuers any reasonable opportunity to inspect the interior of his flat. The purported reasons which the Appellant advanced to explain this failure bordered on the frivolous:
- (a) Firstly, the Appellant claimed that he feared that offering the Respondent's valuers the chance to inspect his flat would result in him being saddled with a hefty bill for the valuation. As a preliminary observation, this Board notes that the Appellant failed to explain how he came to labour under the impression that he would be liable to pay the valuation bill. He also failed to explain what it was that led him to think that this bill would be a hefty one (the Appellant suggested that the bill might be \$5,000⁹⁹). More importantly, Christina Loo had assured the Appellant over the telephone that he would not need to pay for the valuation. The Appellant admitted that he had received this verbal assurance but claimed that it was inadequate as he required something in black and white. Yet, there was no evidence of him ever requesting for such written assurance. As such, if the Appellant continued to labour under the misconception that he would be saddled with a hefty bill if he allowed the valuers into his flat, this was entirely of his own doing.
 - (b) Secondly, the Appellant claimed that he did not see a need for a valuation as he thought he had already accepted the figure of \$418,300. However, this was clearly a misreading of the situation and Christina Loo sought to clarify the misunderstanding by her letter dated 13 March

⁹⁹ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 31.

2015: see paragraph 2.13 above. Even if the Appellant (as he so claimed) failed to have sight of this letter, Poh Shu Yan subsequently held a meeting with him on 30 November 2016, during which she took pains to disabuse him of his misconception: see paragraph 2.15 above. After that, she continued urging him via multiple letters to have his flat inspected. Still, he refused.

- (c) Thirdly, the Appellant claimed that he thought that a kerbside valuation could be done and there was consequently no need for valuers to inspect his flat. This Board might have felt some sympathy for the Appellant if he had somehow been lulled into thinking that a kerbside valuation would not prejudice him in any way. However, Poh Shu Yan had cautioned him, not once but twice,¹⁰⁰ that a kerbside valuation would *not* be to his advantage as the valuer would be unable to accord him any premium that might otherwise accrue on account of the flat's internal condition. The Appellant conceded that he had been so cautioned.¹⁰¹

4.13. The Appellant's pattern of behaviour above placed the Respondent's valuers in a position where they were unable to verify if the Appellant's Flat had any renovations that could justify a positive premium being accorded for improvements. It was against this backdrop that they had treated the Appellant's Flat as being in original condition and accorded zero premium for improvements. They cannot now be blamed for doing so, given the Appellant's inexplicable refusal to allow them to inspect his flat.

4.14. In any case, this treatment did not prejudice the Appellant in any way, given that he confirmed, unequivocally and at multiple junctures,¹⁰² that his flat was never renovated. That being the case, the Appellant must demonstrate why, despite this, the Respondent had been wrong to accord him zero premium for

¹⁰⁰ At the meetings on 30 November 2016 and 22 September 2017.

¹⁰¹ See the Appellant's cross-examination of Poh Shu Yan at Notes of Evidence (Day 1) p 204.

¹⁰² The Appellant confirmed this at the pre-hearing conference before the Deputy Commissioner on 15 January 2019. He also confirmed this at several points during the appeal hearing: see cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 45 & 92.

flat improvements. He failed to do so. This Board further notes that #06-228, i.e. the corner unit immediately beneath the Appellant's Flat, was (like the Appellant's Flat) also valued as being in original condition. The Respondent had accorded this unit a negligible premium (\$451) for improvements. This shows that the Respondent had applied the same treatment (of not according flats in original condition any tangible premium for improvements) to other units as well, and not just to the Appellant's Flat. It was not as if the Appellant's Flat had been singled out for different treatment.

4.15. At the appeal hearing, the Appellant said that he had gone into his neighbour's unit (#07-226)¹⁰³ and confirmed that it was renovated.¹⁰⁴ However, he wanted to know how such renovations came to justify a premium of close to \$19,000.¹⁰⁵ The Appellant argued that any premium accorded for improvements to a non-corner unit could not be so high as to eclipse the premium attributable to his flat being a corner unit.¹⁰⁶ The Appellant thus wanted the Respondent to explain how it adjudged a unit's condition as "good" or "average" (as reflected in the table at paragraph 3.12 above), for purposes of according the premium for improvements.¹⁰⁷ More specifically, the Appellant wanted the Respondent to explain the following:

(a) *How quality differences in renovation material were accounted for:*

The Appellant argued that account should have been taken of the quality of the renovation fittings,¹⁰⁸ e.g. marble versus mosaic.¹⁰⁹ Some renovation fittings would have intrinsic value, e.g. fittings or gold leaves,¹¹⁰ while some presumably would not. As such, the Appellant

¹⁰³ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 95.

¹⁰⁴ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 84.

¹⁰⁵ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 96.

¹⁰⁶ Oei Choon Guan's affidavit (OCG) p 4 (2nd paragraph from the bottom).

¹⁰⁷ Cross-examination Oei Choon Guan at Notes of Evidence (Day 1) pp 19 & 94; closing oral arguments at Notes of Evidence (Day 2) p 45.

¹⁰⁸ Appellant's Opening Statement (AOS) p 10 (2nd paragraph from the bottom).

¹⁰⁹ Cross-examination of Oei Choon Guan at Notes of Evidence p 22.

¹¹⁰ Oei Choon Guan's affidavit (OCG) p 4 (2nd paragraph from the top).

queried whether the premium accorded by the Respondent for improvements to the other units took such differences into account.

(b) *How depreciation in renovation material was accounted for:*

The Appellant pointed out that any fittings from renovations, such as air conditioning, doors and tiles, will depreciate.¹¹¹ Such depreciation would likely be particularly pronounced for his neighbour's flat (#07-226), which had undergone four changes in ownership.¹¹² The Appellant thus said that HDB had to explain its depreciation policy, particularly given that the very HDB lease itself depreciates to zero value as the 99-year tenure approaches expiry.¹¹³

4.16. As a preliminary point, this Board reiterates that the Appellant has the burden of proof. It does not lie in his mouth to come before this Board and demand, without more, that the Respondent justifies why the award should be regarded as adequate. Rather, the Appellant must demonstrate why he says the award was *inadequate*.

4.17. In any case, Lee May Nam had explained that in valuing each flat, Century 99 would perform its market research and also consult with its renovation contractors, to determine an appropriate premium to be accorded for improvements.¹¹⁴ In determining whether the condition of a unit was to be categorised as "good", Century 99 would look at characteristics such as the finishes on the unit's flooring, walls and ceilings, e.g. whether the walls had been plastered, whether the ceiling had cornices etc.¹¹⁵ Century 99 would also look at whether the windows and sanitary fittings had been changed.¹¹⁵ A unit's condition would be classified as "very good" only if the finishes were

¹¹¹ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 22, 92 & 111; see also closing oral arguments at Notes of Evidence (Day 2) p 46.

¹¹² Notes of Evidence (Day 1) p 22.

¹¹³ Notes of Evidence (Day 1) p 94.

¹¹⁴ Cross-examination of Lee May Nam at Notes of Evidence (Day 1) p 140.

¹¹⁵ Cross-examination of Lee May Nam at Notes of Evidence (Day 1) p 142.

“very, very new”.¹¹⁶ Based on Lee May Nam’s evidence, this Board accepts that Century 99 had properly taken the condition of the units into account (including the quality and age of the fixtures) when determining the premium accorded for improvements.

4.18. The Appellant sought to downplay the significance of renovations by suggesting that lack of renovations is a positive factor, as the buyer of an unrenovated unit is saved the trouble of having to hack away any unwanted improvements before installing the fittings of his own choice.¹¹⁷ The Appellant thus contended that an unrenovated unit could command the same premium as a renovated one. A bridging loan top-up would also be offered to any buyer of an unrenovated unit, and this would “bring the situation back to status quo”.¹¹⁸

4.19. This Board found the Appellant’s argument to be counter-intuitive. In her testimony, Lee May Nam explained that in market practice, a renovated unit will fetch higher prices because the buyer can move in immediately without going through the trouble of renovating the premises.¹¹⁹ In her experience within the housing industry, she has never heard of an instance where an unrenovated unit could command the same premium as a renovated one.¹²⁰ This Board found Lee May Nam’s testimony to be far more in accord with what is commonly understood in the housing industry. If the Appellant had wanted to challenge her evidence, he should have provided some evidence of industry practice to support his contention. He had none.

4.20. We would also add that the Appellant’s efforts to impugn the Respondent’s award of premiums to other units (for their improvements) were misconceived.

¹¹⁶ Cross-examination of Lee May Nam at Notes of Evidence (Day 1) p 143.

¹¹⁷ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 52 & 111; see also the Appellant’s cross-examination of Lee May Nam at Notes of Evidence (Day 1) p 159; Oei Choon Guan’s affidavit (OCG) p 2 (3rd & 4th paragraphs from the top); Appellant’s Opening Statement (AOS) p 3 (7th & 8th paragraphs from the top).

¹¹⁸ Appellant’s Opening Statement (AOS) p 10 (3rd paragraph from the bottom).

¹¹⁹ Cross-examination of Lee May Nam at Notes of Evidence (Day 1) p 159.

¹²⁰ Cross-examination of Lee May Nam at Notes of Evidence (Day 1) pp 160-162.

In the Appellant's Opening Statement, he stated:¹²¹

In this case the stripping of the value due to this flat being un-renovated and the average condition is flawed. It should be restored.

The fact that premiums were accorded to the neighbouring units for improvements made to them did not entail "stripping" (to use the term in the Appellant's Opening Statement) the value of the Appellant's Flat. Even if he could establish that these premiums were overly generous (and he adduced no evidence to that effect), this would at most have led to the conclusion that the valuations for these neighbouring units ought to have been *lower*. That is wholly different from saying that the valuation of the Appellant's Flat ought to be *higher*, through inclusion of a comparable premium for improvements (which the Appellant suggests that the other flats may not have deserved). If the renovations in these flats had not been deserving of the premium for improvements that they were accorded, the Appellant's Flat would have been all the more undeserving, given that it was never renovated.

Other arguments

4.21. The Appellant also suggested that since the Redhill SERS Exercise is now complete, the Respondent will be in possession of all the data regarding the awards issued to the acquired units. The Appellant thus claimed that the Respondent should:

- (a) Look at the valuations for all the top floor corner units;
- (b) Ascertain the percentage differential in valuation which they were accorded over their neighbouring units; and
- (c) Determine the average or median value of this percentage differential.¹²²

The Appellant contended that he should then be awarded a valuation which

¹²¹ Appellant's Opening Statement (AOS) p 10 (3rd paragraph from the bottom).

¹²² Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) pp 102-103; Appellant's Closing Submissions (ACS) p 9 (2nd paragraph from the bottom).

exceeds, by a comparable percentage differential, the valuation which his neighbour was awarded.¹²³

- 4.22. The Appellant's suggestion is fundamentally flawed. As shown in the table at paragraph 3.12 above, the Respondent's methodology entailed awarding a premium of \$2,000 for corner units. As such, *on the assumption that the corner units in the Redhill SERS Exercise are (by and large) in conditions comparable to that of their neighbouring units*, this Board would see no difficulty in accepting the proposition that the *average* valuation of corner units does exceed that for neighbouring units. However, we fail to see how any such positive differential commanded by corner units assists the Appellant's case. In those specific instances where the neighbouring unit is in a much better condition than the corner unit, the valuation for the neighbouring unit *in that instance* could still be higher than that for the corner unit (even if the *average* valuation of all corner units exceeds that for the neighbouring units). That was precisely the case here, when one compares the Appellant's Flat with #07-226.
- 4.23. The Appellant also highlighted that his flat had a utility room¹²⁴ and suggested that this would increase the flat's valuation *disproportionately*.¹²⁵ As illustrated at paragraph 3.10(d) above, the first step undertaken by the Respondent in valuing the Appellant's Flat was to multiply the Base PSF Value of \$580 against the floor area of the Appellant's Flat. Given that this floor area included the utility room, the value of the utility room would have been fully factored into the Respondent's valuation. The Appellant, by suggesting that the utility room warranted a *disproportionate* increase in valuation, was for all intents and purposes suggesting that the existence of the utility room warranted a per square foot value exceeding the \$580 that had been applied across the board.
- 4.24. This Board found the Appellant's argument to be without merit. There have

¹²³ Closing oral arguments at Notes of Evidence (Day 2) pp 30-31; see also cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 109.

¹²⁴ Appellant's Opening Statement (AOS) p 6 (2nd paragraph from the top).

¹²⁵ Appellant's Opening Statement (AOS) p 6 (6th paragraph from the top); cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 64.

been instances where a larger floor area was taken to connote a lower (rather than higher) per square foot value (see e.g. *Lo Poh Tiong & Mdm Lim Geok Hua v Collector of Land Revenue*, AB 2012.031, although much could depend on the facts of the case.¹²⁶ The Appellant needed to provide some evidence of industry practice to justify his claim that adding a utility room warrants a higher per square foot value (as compared to that for units without a utility room). The Appellant conceded that he did not have any.¹²⁷

5. Conclusion

5.1. In summary, the Appellant has failed to discharge the burden of proving that his award was inadequate:

- (a) The Appellant's proposed method for calculating the market value of his flat was dubious. He failed to properly identify the specific market transaction(s) which formed the starting point for his projections. He also failed to satisfactorily demonstrate how this starting point actually translated into the figure of \$435,000 that he sought.
- (b) The Appellant's claim of \$435,000 was also higher than the amount which he had previously indicated to be acceptable, i.e. \$410,000. Yet, he offered no satisfactory explanation for why he is now inflating his claim by such a significant margin. This buttressed the inference that his claim lacked bona fide basis.
- (c) The Appellant had complained about his neighbour obtaining a higher valuation, despite the Appellant's Flat commanding the premium of a corner unit. However, this grievance was misconceived. The Appellant had been duly accorded the necessary premium for his flat being a corner unit. The neighbouring flat ultimately received a higher valuation because it was renovated. In contrast, the Appellant's Flat was accorded zero premium for improvements as the Respondent had proceeded on the premise that it was in original condition. The Appellant had no cause

¹²⁶ At [22].

¹²⁷ Cross-examination of Oei Choon Guan at Notes of Evidence (Day 1) p 68.

for complaint about this treatment, given that he had inexplicably refused to allow the Respondent's valuers to inspect his flat's interior. The valuers were thus in no position to verify if the Appellant's Flat had any renovations that could justify a positive premium being accorded for improvements. In any case, the Appellant admitted unequivocally that his flat was not renovated.

- (d) The Appellant's contention that lack of renovations is a positive factor, such that an unrenovated unit could command the same premium as a renovated one, was counter-intuitive. He had failed to provide any support for this.

5.2. The Board thus sees no reason to order an award exceeding that issued by the Respondent. In accordance with section 32(1) of the Act, the costs of this appeal are to be paid by the Appellant to the Respondent, to be taxed if not agreed.

Date 18 April 2019

Deputy Commissioner of Appeals Christopher Tan Pheng Wee
Assessor Mr Chua Koon Hoe
Assessor Ms Poh Kwee Eng