**PAM PRACTICE BUREAU**

**CATEGORY D: HOUSING LEGISLATION & CONTROL**

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| 1. | 13 October 2025 | We would like to seek clarification regarding the LAM Guidelines on Certification, specifically Stage 2(a) – "the work below ground level of the said Building comprising the said Parcel including foundation of the said Building (10%)".<br><br>In the situation described, the development consists of two building towers (Tower A and Tower B) sharing a common podium structure. The piling works for Tower A have been completed, while the piling for the remaining podium and Tower B has not yet commenced.<br><br>We would appreciate the Bureau's guidance on the following:<br><br>1. Can the Architect issue certification for Stage 2(a) limited to Tower A, where the piling works have been completed?<br><br>2. Or must all piling and foundation works for the entire shared podium (serving both towers) be completed before certification under Stage 2(a) can be issued?<br><br>3. If partial certification is permissible, can the developer proceed to claim Stage 2(a) from purchasers of Tower A only?<br><br>We would be grateful for the Bureau's advice on how Stage 2(a) should be interpreted in the context of multi-tower developments with a shared podium structure. | We refer to your email dated 13 October 2025 regarding the LAM Guidelines on Certification of Stage 2(a) – *"the work below ground level of the said Building comprising the said Parcel including foundation of the said Building (10%)"*. We assume you are referring to LAM General Circulars (GC) No. 3/2008 and/or GC No. 2/2017 issued in relation to Schedule H of the Housing Development (Control & Licensing) Regulations.<br><br>Please find our comments below:<br><br>1. Scope of Stage 2(a) – Foundations<br><br>As you have noted, Stage 2(a) concerns the completion of foundations. The above GCs make it clear that *"foundations"* are not limited to piling works; they also include pile caps, stumps, and related foundation elements. In accordance with Supplementary Note 7 of the GCs, the Architect shall obtain written confirmation from the Project Engineer that Stage 2(a) has been satisfactorily completed before issuing the certification.<br><br>2. "Partial Certification"<br><br>We are unaware of what is meant by "partial certification" as mentioned in your query. The GCs do not provide for "partial certification" of Stage 2(a) within a single Building, beyond what the GCs already allow by defining the certifiable unit as the *"Building"*. In other words, unless the GCs (and your approved plans) treat the works as separate Buildings, Stage 2(a) should not be certified *in part*.<br><br>3. Definition of "Building" and Occupation Certificates<br><br>The Supplementary Notes in the GCs define a *"Building"* as the structure (containing the said Parcel) approved by the local |

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| | | | authority and capable of obtaining a certificate of occupation upon completion.<br><br>Accordingly, when the GCs refer to a Building *"capable of obtaining a certificate of occupation,"* this corresponds to Form F (CCC) for full completion.<br><br>4. Application to Your Scheme with Tower A & Tower B on a Common Podium<br><br>Based on your description, both towers sit on a common podium structure. In practice, the *"Building"* for Stage 2(a) certification depends on how your approved building plans and authority approvals define the development blocks. Please review your approvals to confirm whether each tower (and its podium works) constitutes an independent *"Building"* capable of:<br><br>• construction and completion independently; and<br>• obtaining its own Form F (CCC)<br><br>We trust the above clarifies the matter. You are advised to study the referenced General Circulars carefully, as the clarification you seek is comprehensively addressed therein. |
| 2. | 15 July 2025 | We would like to seek clarification regarding stage certification under Schedule H of the Housing Development (Control and Licensing) Regulations, specifically with reference to Stage 2c and Stage 2d.<br><br>In our current project, several units have wall construction that cannot be completed due to obstruction by temporary structures, namely:<br>• Passenger Hoist (PH)<br>• Tower Crane (TC) | We refer to your enquiry dated 15 July 2025. Based on the information provided and with reference to the applicable regulatory framework, we are pleased to provide the following response for your consideration:<br><br>1. Reference to Applicable Guidelines<br><br>The following documents are particularly relevant to the certification process under discussion: |

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| | | • Loading Platform (L/P)<br><br>1. Stage 2c – Walls of the said Parcel with door and window frames placed in position<br>• Can the unconstructed wall areas (blocked by the obstructions) be treated as *temporary openings* in accordance with the guideline?<br>• Some of these openings are quite large, and the walls can only be completed once the obstructions are dismantled.<br>• In this circumstance, can the claim for Stage 2c proceed under the allowance for *temporary openings*?<br><br>2. Stage 2d – Roofing/ceiling, electrical wiring, plumbing (without fittings), etc.<br>• Since some walls are not yet constructed, concealed electrical wiring (which must be embedded within these walls) cannot be fully installed at this stage.<br>• Can the claim for Stage 2d proceed under these conditions, or must all concealed wiring works within those walls be completed before certification can be issued?<br><br>Scenarios Identified:<br>1. Tower Crane obstruction<br>2. Loading Platform obstruction<br>3. Passenger Hoist obstruction | • Schedule H of the Housing Development (Control & Licensing) (Amendment) Regulations 2007; and<br>• LAM General Circular No. 2/2017, which supersedes earlier versions such as Circular No. 3/2008.<br><br>These documents outline the work requirements for each construction stage, identify items that may be deferred, and specify the conditions under which such deferments may be considered appropriate.<br><br>2. Stage 2(c): Closing Up of Temporary Openings<br><br>LAM General Circular No. 2/2017 expressly provides that the "closing up of temporary openings left in walls for construction purposes" may be excluded from completion for the purpose of certifying Stage 2(c).<br><br>However, it is important to distinguish between:<br><br>• A temporary opening within an otherwise completed wall (eligible for deferment under the Circular), and<br>• A wall that has not been constructed at all, which would not fall within the permissible exclusions.<br><br>This distinction is not explicitly defined in the Circular and must therefore be assessed through professional judgment. The Architect must consider site-specific factors such as construction sequence, methodology, and access requirements when determining whether a particular condition qualifies as a temporary opening.<br><br>• They are temporary by design, serving construction needs only<br>• They must be properly closed up in a subsequent stage, typically by Stage 3, in line with standard construction |

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| | | We would greatly appreciate your advice and guidance on how these situations should be treated to ensure compliance with the regulations and alignment with best practice. | progression and as stated in the Circular's supplementary notes.<br>• They are distinct from walls or components that have not yet been constructed at all—which would not fall under the category of "temporary openings"<br><br>Ultimately, the Architect's professional judgment is crucial in determining whether a given situation qualifies as a temporary opening under the LAM Circular.<br><br>3. Stage 2(d): Electrical Wiring within the Parcel<br><br>For Stage 2(d), the Circular requires that "all electrical wirings within the said Parcel" be completed. In this regard, the existence or absence of enclosing walls is not determinative.<br><br>The primary consideration is whether the electrical system within the individual parcel is fully installed and operable. That said, if any of the temporary openings or deferred wall works are intended to house electrical conduits or wiring, the Architect must exercise prudent judgment in evaluating whether deferral is reasonable, necessary, and fair to the Purchaser.<br><br>Such assessments should take into account the practicality of construction sequencing and the potential impact on the usability and safety of the unit. It must also be remembered that in accordance with the Supplementary Notes to General Circular No. 2/2017, the Architect is required to request for the Engineer's written confirmation of their agreement to the completion of stage 2(d) prior to certification of this stage. Regardless of whether this written confirmation is obtained, all Architects are still required to use their professional judgement in assessing the conditions on site to ascertain whether the stage can be truly certified as being completed, as they are the party taking responsibility for such certification. |

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| | | | 4. Limitations of this Guidance<br><br>While we endeavour to provide professional guidance based on the current regulatory context, it is important to acknowledge that:<br><br>• The advice provided herein constitutes a qualified professional opinion, not legal advice.<br>• For authoritative interpretation, the appropriate party to consult would be the Board of Architects Malaysia (LAM), as the issuing body of the General Circular.<br>• While KPKT may reference the LAM Circular in its oversight role but in the event of a dispute:<br>- The Housing Tribunal's decision is binding in tribunal proceedings, and<br>- Judicial interpretation will take precedence should the matter be escalated to the courts.<br><br>In summary, the certification of Stages 2(c) and 2(d) should be guided by a careful reading of Schedule H and LAM General Circular No. 2/2017, supported by the Architect's independent professional judgment. All certification decisions, particularly those involving allowable deferments, should be grounded in construction logic, properly justified and carefully documented with clear reasoning and supporting records.<br><br>Above all, the Architect must remain cognisant of the duty of care owed to third parties, particularly purchasers, who rely on the accuracy of such certifications as part of their contractual entitlement to possession and use. |
| 3. | 29 May 2025 | I purchased a double-storey house in Town S from XXX Company, with the Sale and Purchase Agreement (S&P) executed in July 2017. The Form F was issued on 30 January 2019. | We refer to your enquiry regarding the condition of your property, specifically the cracks observed in the living room, and your request for further assistance. Based on the information provided, we are pleased to offer the following general guidance for your consideration: |

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| | | As I am based in Singapore and due to the Covid lockdown, I have not carried out any renovation or installed electricity in the unit.<br><br>Last year, we discovered cracks in the floor tiles, walls, and ceiling plaster in the living room. We contacted the developer but received no response.<br><br>Since there is currently no electricity supply and no renovation has been done, I cannot understand what could have caused the cracks. The only activity has been regular cleaning by my mother, such as sweeping and mopping.<br><br>I wrote to Jabatan Perumahan Negara but was advised to seek legal advice as the defects liability period of 24 months has already lapsed.<br><br>Please assist by providing guidance on this matter. I intend to commence renovation and subsequently occupy the property, but I am concerned that more defects and cracks may appear once renovation begins.<br><br>Do I need to engage a professional third party to assess the structural condition of the property? If so, could you advise who I should consult?<br><br>The architect for this project is Ar. ABC. Please also let me know if there are other architects in the XX district whom I can approach. | 1. Defects Liability Period (DLP) and Date of Vacant Possession (VP)<br><br>We note your reference to the issuance date of Borang F, which signifies the Certificate of Completion and Compliance (CCC). The CCC is a prerequisite for the delivery of Vacant Possession (VP) under Clause 27 of the Housing Development (Control and Licensing) Act (HDA). The commencement and expiry of the DLP are typically stipulated in the Sale and Purchase Agreement (SPA), and we advise you to consult your solicitor for clarification on the actual expiry date applicable to your case.<br><br>2. Cracks in Floor Tiles, Walls, and Ceiling Plaster (Living Room)<br><br>Based on the limited details available, the observed cracking may be attributed to several common causes, including:<br><br>• Minor structural settlement<br>• Differential movement between dissimilar materials<br>• Natural shrinkage of plaster or screed<br>• Thermal expansion or contraction<br>• Vibrations due to nearby construction activities<br><br>To accurately determine the root cause, we recommend engaging a qualified professional - such as a registered architect or structural engineer - to conduct a detailed site inspection. Such an assessment may also be necessary should you intend to pursue further recourse through legal or warranty channels.<br><br>3. Independent Inspection and Support<br><br>You may consider appointing an independent, qualified building inspector to assess the defects in detail. A professional inspection report can provide objective documentation to support your claim. |

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| | | | For assistance, you may contact Architect Centre Sdn Bhd (https://www.architectcentre.com.my/). |
| 4. | 16 May 2025 | We are purchasers of units at ABC Residence, Wangsa Maju, and are writing to urgently seek clarification on the status and basis for the issuance of the Certificate of Completion and Compliance (CCC), which was approved by Ar. X on 7 March 2025.<br><br>Although Vacant Possession (VP) was issued to us on 16 April 2025, our observations and experiences indicate that the building remains unsafe for occupancy. Many basic facilities are still non-operational, and there are numerous safety issues and construction defects of serious concern. This raises a critical question: how could the CCC have been approved under such conditions?<br><br>We also seek an explanation from DBKL, as the Local Authority (PBT), on how this approval was granted. Did DBKL conduct a thorough inspection to verify that the project was genuinely complete and safe for habitation? As the enforcement body responsible for public well-being, this matter warrants your urgent attention.<br><br>Furthermore, we express our dissatisfaction with the developer, who has failed to respond adequately to the complaints we submitted. Their indifference to our concerns as legitimate buyers is unacceptable.<br><br>As the authority responsible for approving this CCC, we request a formal written explanation within three (3) working days from the date of this letter. Should there be no response within the stipulated timeframe, we will escalate this matter to social and electronic media to draw public and higher | Based on the information provided, it would seem that you have already contacted the Lembaga Arkitek Malaysia (LAM) on your issue. Please be informed that, as a matter of policy, the Practice Bureau does not comment on matters that have been formally submitted to LAM in order to avoid interfering with any ongoing investigations or regulatory processes by the regulatory authority.<br><br>Nevertheless, we would like to offer some general clarification regarding the issues raised in your correspondence:<br><br>1. Certificate of Completion and Compliance (CCC) Issuance Process<br><br>The CCC is issued by the Principal Submitting Person (PSP), typically the Registered Architect for the project, under the following legislative framework:<br><br>• *Street, Drainage and Building Act 1974*<br>• *Building (Federal Territory of Kuala Lumpur) By-laws 1985*<br><br>This is a self-certification process, and as such, the CCC does not require direct approval from the local authority. However, it is not an entirely unilateral process - prior to issuance, the PSP must obtain necessary clearances and approvals from relevant statutory bodies (e.g. Fire and Rescue Department, Department of Occupational Safety and Health).<br><br>Inspections by the Building Control Department of the local authority may be carried out at their discretion. Notably, while the architect issues the CCC, the local authority retains the power to conduct inspections and where necessary, issue directions to withhold the CCC or impose compliance requirements. |

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| | | authority attention. Such inaction could directly impact the credibility of your agency as the certifying body. | At the time of issuance, the CCC confirms that:<br>• The construction complies with the approved building plans and all applicable statutory regulations;<br>• The building is safe and fit for occupation and all essential services (e.g. access roads, parking, water and electricity supply, fire hydrants) are in place and operational.<br><br>In view of the above, we are not in a position to comment on the actions or discretion exercised by the local authority. Should you require clarification on these matters, we recommend addressing them directly with the relevant authority.<br><br>2. Defects Rectification and non-operational Facilities<br><br>Please note the following:<br><br>• The CCC pertains strictly to regulatory compliance and safety at the time of issuance; it does not extend to latent defects that may become apparent after vacant possession.<br>• Post-possession defects fall under the developer's obligations and should be addressed within the Defects Liability Period (DLP), as stipulated in the Sale and Purchase Agreement (S&P).<br>• The use, access, delivery and maintenance of common facilities are also governed by the terms and conditions outlined in the S&P as well as other agreements which may have been entered into such as the Deeds of Mutual Covenant.<br><br>If there are unresolved or recurring defects that were properly reported during the DLP, or if certain parts of the development remain non-operational, we would generally recommend the following courses of action: |

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| | | | • Continue engaging with the developer to pursue rectification and delivery of outstanding facilities;<br>• Exercise your rights under the S&P or any other agreements which have been entered into. If you believe those rights are not being upheld, you may wish to seek legal advice or consider filing a claim with the Housing Tribunal or other appropriate avenues of redress. |