



Take steps to boost people's confidence in smart homes

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Smart homes refer to residences equipped with advanced technology to provide comfort and control of the house. - AFP pic


LETTERS: MALAYSIA and China signed a memorandum of understanding to develop smart homes, smart cities, and urban planning, according to reports.

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
However, there's no adequate law governing the application of smart home devices, which could leave buyers vulnerable to unscrupulous developers.

The construction of smart homes requires approval from local authorities.

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


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
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Failure to comply may result in the local authorities withholding the Certificate of Completion and Compliance.

THE primary issue relates to the high cost of constructing and selling smart homes, which are greater than that of conventional homes.

Ensuring that smart homes are available to everyone, particularly those in the low-income group, poses challenges.

SECONDLY, there are additional maintenance and repair costs which the occupants must cover. Smart-home equipment comes with a limited warranty period, for example, two years.

After this period, occupants are responsible for the cost of maintenance and replacement.

Importing smart home devices from abroad can be time-consuming and more expensive.

THIRD, smart homes may face the issue of data hacking, a threat to residents' security.

The FOURTH issue relates to the Housing Development (Control & Licensing) Act 1966 (Act 118), specifically Schedules G, H, I, and J of the Housing Developer (Control and Licensing) Regulations 1989, outlining the formats of the statutory sale and purchase agreement (S&P).

These schedules do not provide a list of smart home facilities, construction and tools, especially in the second and fourth schedules.

The lack of these requirements may mean that developers are not required to repair or replace smart home tools and facilities if damaged, found to be defective, or unusable during the defect liability period (DLP) within 24 months from the date of handing over vacant possession of the housing unit to the buyers.

FIFTH, the absence of information and descriptions of smart home equipment, construction and facilities in the S&P agreement could lead to deceptive practices by developers.

This happens when smart home tools and facilities adverti-sed in posters, ads and brochures are not delivered because there are no mandatory rules requiring the inclusion of such information in the agreements.

So the second and fourth schedules to the statutory S&P agreements (Schedules G, H, I, and J) should contain a detailed list of smart home equipment, construction and facilities.

This is to ensure smart home buyers are provided with fair protection and guarantees.

Without this, any damage or defect to the smart home facilities, construction and equipment might not be addressed by the developer during the DLP period, as these details have not been clearly stated in the S&P agreement.

LASTLY, buyers could also be denied the right to claim compensation for the developers' negligence in providing smart home facilities and equipment, even though the limitation period for claiming damages due to negligence of the developers has been extended to 15 years pursuant to section 6A of the Limitation Act 1953 (Revised 1981).

This is because some conditions prescribed under this legal provision might not have been fulfilled by buyers.

Discussions should be held on policy and implementation of smart homes.

Tackling the above will boost public confidence and trust in smart homes.

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The views expressed in this article are the author's own and do not necessarily reflect those of the New Straits Times

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