Report of the Independent Committee in relation to the fire at Wang Fuk Court in Tai Po (Volume 2)

The Honourable Mr Justice David LOK

The Honourable Mr CHAN Kin-por, GBM, GBS, JP

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(The Redacted Version)

With a view to avoiding any prejudice (actual or perceived) to the relevant criminal prosecutions, certain parts of the Index, Executive Summary and Chapters 4, 6, 10 to 15 of the main body of this Report have been redacted.

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THE REPORT

CHAPTER 10
RESPONSIBILITIES OF THE CONTRACTORS AND PRIVATE PARTIES TO THE WORKS

A. OVERVIEW

1081. Having set out the regulatory regimes relating to different aspects of fire safety issues concerning the execution of large-scale BMR works, this Chapter will analyse the responsibility and accountability of the various contractors and other private parties whose works were material to the Works at WF Court. These parties include, most significantly, PC&E and Will Power (the main contractor and the consultant for the project respectively) who were in charge of the project, as well as other private parties whose scope of work was more specific. Since there were also allegations that both the Former and New MCs of WF Court were not discharging their duties in monitoring the Works at WF Court, the Committee will also examine their roles and responsibilities (if any) relating to the fire.

1082. PC&E and Will Power had overall responsibility for the Works. The evidence in the Inquiry clearly demonstrates that they cut corners in numerous aspects [redacted] There is no doubt that they are the main culprits responsible for the occurrence of the inferno and the high fatalities in the tragic incident. [redacted]

1083. The evidence also reveals an array of RCs and registered building professionals who conducted no substantive work and were only asked to lend their names to rubber-stamp statutory forms in return for a fee. [redacted]

1084. The Committee agrees with the observation made by the Legal Team that their sustained course of deception concealed the [redacted] by a whole host of actors from every regulator, and merits the Committee's strongest condemnation.

1085. There had been concern in the Inquiry that persons responsible for the operation of PC&E and Will Power and the RI (engaged by Will Power as per required under the MBIS) himself did not attend the Evidential Hearing to give oral testimony. These persons include: (i) Mr Hau Wa Kin who was the proprietor of PC&E; (ii) Mr Gordon Ho who was the manager of PC&E; (iii) Mr Jason Wong who was the proprietor of Will Power; and (iv) Mr Wilson Ng who was the RI for the Works at WF Court.

1086. Initially, Mr Hau Wa Kin and Mr Gordon Ho each prepared a very brief witness statement upon the request of the Committee. Upon the further invitation made by the Committee on 28 May 2026, Mr Ho submitted a slightly more detailed statement to the Committee on 2 July 2026 which was after he was charged with one count of manslaughter for his alleged role in causing the high fatalities in the fire.[104]

104 Apart from manslaughter, Mr Gordon Ho is also charged for conspiracy to defraud.

1087. The contents of Mr Hau Wa Kin's statement, insofar as they relate to the fire safety issues, can be summarised as follows:

(i) Mr Hau Wa Kin was unwilling to testify in the Inquiry due to his alleged ill health.

(ii) Mr Hau Wa Kin made the major business and financial decisions relating to PC&E and Mr Gordon Ho oversaw the daily operations of the BMR projects. Mr Ho was the project manager of the Works at WF Court.

(iii) There was no improper relationship between PC&E and Will Power in respect of the supervision of the Works at WF Court.

(iv) PC&E had engaged the services of a site safety supervisor from Excel Target International Limited, whose role was to monitor the safety standards throughout the execution of the Works.

(v) Mr Hau Wa Kin was willing to provide further assistance if required by the Committee.

1088. The contents of Mr Gordon Ho's first statement, insofar as they relate to the fire safety issues, can be summarised as follows:

(i) As one of the former directors of PC&E, he expressed his sympathies and condolences to those who tragically lost their loved ones and homes in the fire.

(ii) There was no improper relationship between PC&E and Will Power.

(iii) Relying on the certificates and testing records of the scaffolding protective nets and foam boards, PC&E had used great care in selecting the materials for the Works at WF Court.

(iv) The records showed that PC&E had actively and heavy-handedly warned employees that smoking outside the designated areas in the BMR site in WF Court would be penalised severely.

(v) He verily believed that PC&E had conducted itself in the manner that is of a standard higher than the then prevailing industry standards (or the lack thereof) in managing the safety of the Works at WF Court.

1089. On the other hand, the contents of Mr Gordon Ho's 2nd statement can be summarised as follows:

(i) PC&E had never turned a blind eye to smoking in the BMR site in WF Court. A financial penalty of HK$2,000 would be imposed on workers found smoking at the site, and there were instances of repeated offenders dismissed from their employments.

(ii) Construction site management is a difficult task. There might be occasions that workers, in particular those of its subcontractors, did not follow the standards and rules imposed by PC&E. This would cover the conduct of

smoking and the accumulation of wastage materials in places like re-entrants.

(iii) PC&E was not aware of any shutdown of the FHHRSs and the FASs in WF Court. The FS pump rooms remained under the control and care of ISS, and China Status and Tin Hung, both of which were RFISCs engaged by PC&E, were responsible for the inspection, maintenance and repair of the FSIs in the buildings.

(iv) For the scaffolding protective nets, it was sourced and installed by Gain Profit. Some of the nets needed to be replaced after the two typhoons in 2025. He believed that the majority of the nets were of high quality and were priced above the level of standard products, supported by the safety certificate and the testing video supplied by the suppliers of the nets.

(v) For the foam boards, they were procured by its subcontractor, New Nam Fong. The foam boards used in WF Court were of high quality and were priced above the level of standard products, supported by the testing video supplied by the suppliers. It was not foreseeable to him that the foam boards were the source of the fire.

(vi) Prior to the incident, he had received no complaint that the scaffolding protective nets or the foam boards were combustible.

1090. There were many specific allegations made against PC&E, Mr Hau Wa Kin and Mr Gordon Ho in the Evidential Hearing (as further elaborated below), and yet Mr Hau and Mr Ho had not made any attempt to answer these allegations. Throughout the conduct of the Inquiry, the Legal Team had written multiple times to them, inviting them to testify in the Evidential Hearing and to answer the allegations made against them. Further, as widely reported in the media, there has been a huge demand from the public for Mr Hau and Mr Ho to testify in the Inquiry. Regrettably, they ignored all these requests and invitations. Under such circumstances, the Committee has reason to believe that the alleged willingness to offer assistance to the Committee and the offer of sympathies and condolences to the victims are just hypocritical.

1091. Separately, despite repeated requests and invitations made by the Committee, neither Mr Jason Wong nor Mr Wilson Ng have provided any written statements to the Committee or agreed to testify in the Evidential Hearing.

1092. Though all these persons did not come forward to testify, their roles and involvements in the management of the Works at WF Court are clear from the evidence in the Inquiry.

1093. As the Legal Team has provided a useful framework in analysing the responsibility of the private parties, the Committee will adopt the same framework in examining the issues in this Chapter. The remaining parts of this Chapter will be divided into the following sections:

(i) Section B: Overall failures of PC&E and Will Power;

(ii) Section C: Failures specifically relating to the use of temporary building materials and protective measures;

(iii) Section D: Failures specifically relating to the creation of worker access openings in the escape staircases;

(iv) Section E: Failures specifically relating to the shutdown of the FASs and the FHHRSs;

(v) Section F: Failures on the part of ISS (the PMC of WF Court at the relevant time);

(vi) Section G: Failures on the part of the Former and New MCs of WF Court, if any; and

(vii) Section H: Concluding remarks on the responsibilities of the contractors and private parties to the Works at WF Court.

B. OVERALL FAILURES OF PC&E AND WILL POWER

B1. PC&E

1094. The Committee will start with an analysis of the general responsibilities and failing of PC&E and Will Power, given their central roles in the project.

1095. The regulatory framework concerning BMR works, and the statutory and regulatory duties of the stakeholders engaged in them, are set out in sub-section B4 of Chapter 9.

1096. PC&E was an RC and the main contractor who was awarded the Works Contract at the price of HK$336 million. It was responsible for designing, carrying out and supervising the Works, and was under a duty to ensure that such Works are carried out in accordance with all relevant laws

and regulations (such as those stipulated in the BO and its subsidiary regulations) and to rectify any irregularities that are identified.

1097. Furthermore, PC&E was also under a contractual duty to comply with all its obligations under the Works Contract. In entering into the Works Contract with PC&E, the residents of WF Court committed to paying PC&E the very substantial sum of HK$336 million, and they were fully entitled to expect PC&E to honour its contractual promises. Amongst other obligations, PC&E was contractually required to comply with all relevant laws and regulations, reinforcing the duty to comply with them under the general law. The contractual obligations of PC&E under the Works Contract have been addressed in sub-section C1 of Chapter 4.

1098. PC&E, as the party that had overall responsibility for the entire project, ought to have maintained proper oversight at every level of the Works, to ensure that both its regulatory and contractual duties are discharged. [redacted]

B2. Will Power

1099. In relation to prescribed repairs under the MBIS, the RI is responsible for providing proper supervision of prescribed repairs, ensuring that the repair materials are not defective and comply with all relevant laws and regulations, and to ensure that the buildings were safe or have been rendered safe. The RI's duties to supervise prescribed repairs primarily stem from Section 30D of the BO.

1100. As mentioned in Chapter 4, the RI is the natural person whose name appears on the register of inspectors kept by the BA under

Section 3 of the BO. The RI was therefore not Will Power. Nevertheless, as rightly pointed out by Mr Dawes SC, it is no answer for Will Power to say that the statutory duties rested on the RI personally. Will Power was engaged by the owners to provide the services of an RI, and was responsible for providing an RI within its organisation who complied with the statutory duties.

1101. In this regard, Will Power was a party to the Works Contract. In particular, under Clause 3 of the Works Contract, Will Power was responsible to the IO of WF Court for designing and supervising the repair works conducted by PC&E, including certifying the standard of works and directing PC&E as to how the Works were to progress. In other words, Will Power was to act as an independent supervisor of PC&E.

1102. The Works at WF Court officially commenced on 16 July 2024, with the preliminary works (such as the installation of a temporary office and toilet) commencing in mid-June 2024. By the time the Works commenced, Will Power's previous RI, Mr Shum Kui Chung, had passed away for about two years.

1103. Under Section 27 of the B(I&R)R, if an RI becomes unwilling or unable to act, he or she must notify the BA in writing of that fact within seven days after the date on which he or she has ceased to act. As Mr Shum Kui Chung had passed away, it was incumbent on Will Power to inform the ICU of that fact. Yet, Will Power failed to report Mr Shum's death to the ICU. The ICU only discovered Mr Shum's demise through a complaint received in September 2024, more than two years later.

1104. On 10 October 2024, Will Power belatedly submitted a Form MBI1 purporting to appoint Mr Wilson Ng as the RI for WF Court, only after repeated chasers from the ICU.

1105. [redacted]

1106. After 10 October 2024, Will Power was responsible for ensuring that its director, Mr Wilson Ng, performed his statutory duties as an RI. Nevertheless, the evidence demonstrates that Mr Ng merely lent his name as the RI to rubber-stamp documents, without having actually conducted any inspection personally. [redacted] Mr Ng's responsibilities are addressed in the following sub-section.

1107. [redacted]

1108. Apart from fire safety issues, the residents frequently raised concerns that Will Power was siding with PC&E on other aspects of the works:

(i) Mr Tai Chi Man (witness no 45) described how residents raised issues concerning the proposed solar panels, being non-mandatory additions that they considered had pushed the cost that each household had to bear for the works projects to an intolerable level. They suspected that PC&E was behind the escalation of costs.

(ii) Mr Sdanni Yip testified that, in the whole process, Will Power took the side of PC&E in relation to the choice of materials. When a proposal emerged to replace mosaic tiles with alternative tiles on what the residents suspected was a false premise that the original mosaic tiles of the estate had "ceased production", Will Power produced a comparison presenting the new tiles as significantly better than mosaic tiles.

(iii) The proposal to change the tile material was put to the owners for a vote at the 5 October 2024 EGM. Will Power's stated position was that, unless procurement of the original material became impossible, the works should proceed on its original contract terms. However, the substance of what Will Power told the owners at the meeting pointed the other way. It explained that the switch away from mosaic tiles would cost more on PC&E's figures, but that PC&E agreed in writing to absorb the difference so that the contract price would remain the same. The change of tiles proposed by PC&E would be costless, safe and lawful. The residents still voted to reject the change.

(iv) Mr Lee Kwok Hung expressed frustration that Will Power allowed PC&E to depart from various written contractual terms without issuing any professional reprimand. He made several complaints relating to the failure of PC&E to follow the terms of the Works Contract. None were taken up by Will Power.

B3. Mr Wilson Ng as the RI

1109. Mr Wilson Ng was appointed as the RI of WF Court on 10 October 2024. It follows that he had a personal responsibility to supervise the prescribed repairs under Section 30D(4) of the BO, Part 4 of the B(I&R)R and Part 2.1 of the BD MBIS Code.[105] He sat at the centre of the regulatory framework.

1110. Will Power also represented in its tender that the RI would personally carry out a total of 46 days of work relating to the MBIS repairs, but serious questions arise as to what Mr Wilson Ng actually did in discharge of his statutory duties.

1111. Mr Wilson Ng's engagement as the RI at WF Court should be considered in light of the evidence that he was under full-time employment (at some point he was employed by Swire Properties) and was simultaneously engaged as the RI for over 50 projects. [redacted]

1112. WhatsApp communications extracted from the mobile phone of Mr Wilson Ng (seized by the Police) shed considerable light on this topic:

(i) The content of the messages suggested that the messages were drafted by Mr Wilson Ng (and sent to himself) to provide an explanation to his full-time employer why he had taken on freelance RI work for Will Power.

(ii) In these messages, Mr Wilson Ng began by stating that he wished to provide "*a factual account*" of his involvement in the WF Court fire. He apologised for his failure to declare

105 The responsibilities and duties are set out in sub-section B4 of Chapter 9.

his role at WF Court and remuneration to his employer. He also made several admissions:

(a) He acknowledged that the Form MBI1 lists him as the RI, but had "*doubts about the legitimacy of the signature*", saying he did not know when or how it was executed.

(b) He admitted he had a connection with Will Power. After the original RI died, a director of Will Power approached him to act as RI on a freelance basis. He was paid HK$15,000 per month, plus bonuses, for "*acting as RI under my signature and accountability*". He received HK$190,000 in total.

(c) He stated that his involvement was "*limited primarily to signing prescribed forms and inspection reports*", rather than conducting any actual MBIS inspections or supervision.

(iii) Since Mr Wilson Ng was the only RI at Will Power and the only RI listed for WF Court since October 2024, this admission is deeply troubling. [redacted]

(iv) Other WhatsApp messages from Mr Wilson Ng's seized mobile device indicate that WF Court was not his only "dummy" RI role. In those messages, Mr Ng sought to negotiate a new freelance arrangement in November 2025. The proposed deal involved paying Mr Ng the sum of HK$150,000 to sign whatever documents were put before

him [redacted] When Mr Ng counteroffered HK$180,000, the middleman asked whether he would be amenable to signing back-dated documents, as that would make Mr Ng's offer more attractive. Mr Ng agreed. Such irresponsible conduct on the part of Mr Ng is simply appalling and unacceptable.

1113. The Committee takes note of Mr Wilson Ng's assertion that his signatures on the statutory forms might have been forged, but it is not necessary for the Committee to make any specific finding in this regard. Mr Ng's admissions to his employer in the WhatsApp messages seen above clearly demonstrate that he agreed to his appointment as the RI at WF Court. Even if he did not personally sign on one or more of the statutory forms bearing his signature, it would be reasonable to expect that he would have authorised others to sign on his behalf in return for a fee.

1114. The fact that Mr Wilson Ng was aware of his own involvement in WF Court is supported by a WhatsApp exchange between Mr Ng and Mr Jason Wong of Will Power. In those messages, Mr Wong consulted Mr Ng on one narrow issue: the additional works relating to air-conditioning hoods. Apart from that exchange, there is no evidence of Mr Ng providing any substantive input on the Works at WF Court. Importantly, the final messages were payment records sent to Mr Ng, which reinforces the inference that he was simply paid to lend his name and signature. These contemporaneous records directly contradict any possible claim by Mr Ng that he was unaware of his role in the WF Court project.

1115. There is no other evidence of Mr Wilson Ng having conducted any actual work as an RI on the WF Court project. No one has seen him on the site. The ICU never met Mr Ng in person or received any

email from him. Attempts to contact him, such as emails arranging critical site visits, went unanswered. On 23 October 2024, the ICU attempted to arrange an inspection on 28 October 2024. It was Mr Jason Wong of Will Power who replied, telling the ICU that "*our RI Mr Ng is not available*". Consistently, Mr Tony Tsui testified that he did not know Mr Ng and never met him.

B4. [redacted]

1116. As rightly observed by Mr Dawes SC, the evidence demonstrates that PC&E and Will Power cut corners in numerous aspects. [redacted] Among other failings: PC&E procured non-fire-retardant scaffolding nets, created staircase access openings for the convenience of workers, did not take effective actions to stop combustible materials accumulated on the scaffolding and flat roofs, installed foam boards known to be flammable on the windows, and failed to effectively curb persistent smoking by workers on the site. Not once did Will Power intervene in these matters.[106]

1117. [redacted] PC&E provided fire-retardancy certificates that are suspected to be bogus and recycled the same certificate to the regulatory bodies for a different batch of nets. Upon receiving advance notice of the ICU's intention to test scaffolding nets in an inspection, PC&E urgently ordered 115 sheets of compliant safety nets to stage compliance. PC&E assured the ICU that foam boards would only be used temporarily during hacking-off works, when they in fact remained affixed on windows for over a year.

106 Save for Will Power's initial attempt to dissuade PC&E from using flammable foam boards – a position it soon abandoned by approving PC&E's proposal to use them.

1118. [redacted]

1119. The evidence also reveals an array of RCs and building and fire safety engineering professionals who conducted no substantive work, lending their registered status to sign statutory forms in return for a fee. As elaborated below, Will Power [redacted] told the ICU that Mr Wilson Ng had taken over as the RI immediately upon Mr Shum Kui Chung's death. Not only was that untrue, Mr Ng in fact did no work at all,[107] simply rubber-stamping whatever statutory forms that were put before him. Likewise, China Status was engaged purely to submit SDNs to the FSD.

1120. [redacted]

B5. Failure to implement phasing of works

1121. Much of the evidence at the Evidential Hearing focused on the propriety of the use of various temporary building materials and protective measures, the creation of temporary access openings and the shutdown of the FASs. PC&E and Will Power have a major responsibility in those matters. The failings and deceptive conduct of PC&E and Will Power on these distinct issues are addressed in Sections C, D and E in this Chapter.

107 Save for answering one WhatsApp query from Mr Jason Wong as stated in para 1114 above.

1122. Before the Committee addresses those issues, there are overarching failures by PC&E and Will Power which are attributable to these two companies in light of their overall responsibilities for conducting and supervising the Works.

1123. The first is the issue of whether scaffolding should be erected and Works conducted simultaneously for a substantial period in all eight blocks. This issue is material as the simultaneous enclosure of all eight blocks with scaffolding, scaffolding nets and foam boards has contributed to the rapid spread of fire in WF Court.

1124. Chapter 4 addresses the evidence that the Works took place in rolling phases, in practice meaning that while scaffolding was erected in three sequential phases, the substantive works across the three phases overlapped and were carried out concurrently for almost a year until the day of the fire as described in sub-section C2 of Chapter 4. The Works were conducted on (with scaffolding enclosing) all eight blocks simultaneously for a substantial period of time.

1125. Shortly after Mr Tony Tsui became the Chairman of the New MC on 6 September 2024, the New MC requested PC&E to conduct the Works by phases such that phase II would only commence after the completion of phase I, and phase III would only commence after the completion of phase II. In particular, the New MC told PC&E about the residents' concerns that the simultaneous enclosure of all eight blocks with scaffolding and scaffolding nets would create fire safety risks.

1126. Instead of complying with the request of the New MC, PC&E refused the request by citing various costs and labour issues as its excuse. As submitted by Mr Dawes SC, this excuse is wholly unjustified. It was PC&E's own responsibility to provide sufficient labour to carry out the Works and to complete the Works at the capped or fixed contract price

of HK$336 million (subject to limited exceptions) under the Works Contract. In any case, neither concern is sufficient to outweigh significant fire safety risks.

1127. Furthermore, PC&E asserted that the Former MC had already approved the plan for the phases to proceed in an overlapping manner. This assertion, even if true, is untenable because the IO for the time being had the final say on the timetable for the Works under the Works Contract. Indeed, according to the Appendix to the Works Contract, the renovation project should, subject to the decision of the IO depending on the actual circumstances, take place in phases, with one block under phase I, three blocks under phase II, and four blocks under phase III. In any event, the factual premise was not established: the New MC did not verify PC&E's claim against the records, and the minutes recorded no more than approval of a rolling sequence for the erection of scaffolding in general terms. They do not evidence a decision by the Former MC that all substantive works should be conducted on all eight blocks simultaneously.

1128. Will Power and RI did not discharge their supervisory role. There is no evidence that they had ever directed PC&E to comply with the New MC's request pursuant to the requirements of the Works Contract. Will Power also did not address the residents' concern for fire safety and allowed PC&E's conduct to pass by without advancing the residents' interests.

1129. As rightly pointed out by Mr Dawes SC, the Committee should not make findings against the Former MC merely by reason of PC&E's assertion that it had approved the plan to conduct the Works in an overlapping manner across all eight blocks. There is no record of the Former MC having been asked to consider, still less having approved, the fire safety implications of all eight blocks being simultaneously enclosed with combustible scaffolding, safety nets, and foam boards. Further, there

was indeed advantage for the BMR works of all the eight buildings to be carried out at the same time, as this would reduce the duration of inconvenience to a minimum. It remained the responsibility of PC&E and Will Power to advise the homeowners of the risks associated with such building procedure, and yet they failed to do so. Hence, the building professionals cannot avoid responsibility even if the Former MC had expressly approved the use of such building procedure (which is not substantiated by the evidence).

B6. Failure to monitor and curb smoking

1130. Another overarching failure of PC&E and Will Power is their failure to curb smoking by workers on site. The expert evidence addressed in Chapter 6 indicates that a lit cigarette end is likely to have caused the start of the fire in this case. The issue of smoking is significant as it is the most probable cause of the fire and was the subject of constant complaints by the residents.

1131. It is obvious that smoking by workers poses a huge fire risk in any construction or BMR site. The workers working in WF Court at the relevant time were either the workers directly employed by PC&E or the workers engaged by its subcontractors and sub-subcontractors. No matter whether they were direct employees or not, PC&E, as the principal or main contractor of the Works, had a duty to ensure that the workers in WF Court did not smoke in the BMR site, given the fire risk such conduct posed and that there were still many residents living inside the eight blocks during the execution of the BMR Works.

1132. Section C of Chapter 6 summarises the evidence of workers smoking on the scaffolding. This was a matter of persistent complaints by the residents. PC&E and Will Power were aware of the complaints (many of which were supported by photographs and videos) not least because these

complaints were relayed to them in their WhatsApp group with the New MC. Further, ISS had referred numerous complaints made by the residents on the smoking issue. The New MC had also raised the same concern in meetings such as the Five Parties Meeting on 12 September 2024. The issue was again raised in the works progress meeting on 15 March 2025. Smoking by workers in and around the scaffolding was prevalent, and PC&E and Will Power knew about it.

1133. There is evidence that PC&E designated specific areas for smoking. The evidence also suggests that there was a policy of penalising workers who were caught smoking in or around the scaffolding, with the penalty being a warning plus a HK$1,000 fine for the first offence, and termination of employment for the second offence. The level of fine for the first offence was subsequently raised to HK$2,000 in or about March 2025. There were also some notices posted at the site warning the workers about these penalties.

1134. However, such penalties were not effectively enforced. Instead, as the WhatsApp record between New MC members shows, the residents observed that the smoking situation did not improve and the complaints fell on deaf ears. Mr Tony Tsui testified that despite the measures taken by PC&E to curb smoking, the problem about on-site smoking had not been satisfactorily resolved, and the complaints continued throughout. The IO on occasion withheld payment from PC&E to extract undertakings on smoking and related safety issues, and on one occasion Mr Hau Wa Kin attended personally and undertook that enforcement would be stepped up. The smoking nevertheless continued. Indeed, there is direct evidence of workers smoking at the site on the day of the fire as shown in Section C of Chapter 6.

1135. According to the 2nd witness statement given by Mr Gordon Ho to the Committee, PC&E had never turned a blind eye to smoking in the BMR site in WF Court. Further, construction site management is a difficult task. There might be occasions that workers, in particular those of its subcontractors, did not follow the standards and rules imposed by PC&E. Yet, given the prevalence of smoking at WF Court and the huge fire risk posed by smoking, such bare allegation made by Mr Ho is nothing more than paying lip service to heeding the risk concerned. PC&E should have taken concrete steps to: (i) ascertain how serious the problem was in WF Court; and (ii) actively police and monitor the act of smoking by workers at the site. If PC&E had taken those measures, smoking would not have been that prevalent at the site. It was not that PC&E and Will Power were not informed about such behaviour on the part of the workers. In the opinion of the Committee, PC&E and Will Power had failed in its duty as the main contractor and consultant of the BMR site to monitor and curb smoking by workers.

B7. Failure to conduct fire safety briefings and assign fire watch

1136. Furthermore, the evidence establishes that PC&E and Will Power failed to ensure that workers were trained to immediately report a fire should a fire be detected by them.

1137. This issue is material because there is evidence of workers on the lower floors of Wang Cheong House (Block F) who discovered the fire at about 14:42 hours. The IFITF opined that, had these workers made an emergency call immediately, the FSD could have been notified at least a few minutes earlier than the initial 999 call it received from the Police at 14:50 hours. Even a few extra minutes might have been critical in enabling the FSD to contain the fire whilst it was at a comparatively earlier stage of development and thus limit the subsequent rapid fire spread.

1138. The Committee has heard evidence from various construction workers. They testified that the safety briefings they received did not touch upon fire safety related issues, or that the briefings lasted only for a few minutes and they were unable to recall the details.

1139. As shown in the CCTV footage of the 5/F access openings of Wang Cheong House (Block F), construction workers discovered the fire from around 14:42 hours to 14:45 hours. Yet, they spent precious time debating the cause of the fire (one worker asking who had set things alight by smoking) and trying to put out the fire (in vain). Had they immediately alerted the FSD, the extra five minutes or so might have been critical in containing the fire.

1140. In fairness to the workers, they were labourers confronted with a sudden emergency. Nevertheless, it was PC&E and Will Power's duty, with the assistance of site safety supervisor Mr Arthur Wong (who was engaged by PC&E but employed by Excel Target International Limited), to train the workers and ensure that proper protocols were in place in the event of a fire.

1141. Relatedly, there is no evidence that PC&E assigned or maintained any fire watch to detect fire hazards or raise the alarm in the event of a fire, despite the obvious risks created by enveloping eight occupied blocks in combustible materials. The consequence was that those on site were unprepared when fire broke out. The initial report to the FSD via the Police was left to a passer-by, and the FSD was accordingly notified later than it could have been, delaying the commencement of the fire-fighting response.

B8. Failure to clear accumulated combustibles on scaffolding and flat roof

1142. Another aspect of failure by PC&E and Will Power was the accumulation of building materials, debris and rubbish in and around the scaffolding and the flat roofs. The Committee has heard evidence from the experts that these materials provided the fuel load for the fire to develop and spread rapidly in the re-entrants and also in the façades of the buildings.

1143. Under Clause 13 of the Works Contract, PC&E was under an express duty to keep the work site clean, and to remove all debris and materials from the work site and store them at a designated spot; and accumulation of debris is expressly prohibited.

1144. The evidence suggests that PC&E failed to clear the combustible rubbish adequately, and Will Power failed to supervise it. For example, according to the evidence of a resident living in Flat 305 of Wang Cheong House (Block F) (i.e. a few floors above the flat roof where the fire is believed to have started), there was a lot of debris accumulated on the flat roof, and every day she heard debris (such as concrete and other building materials) being dumped onto the flat roof.

1145. This is consistent with the observations of Dr Lee of the Government Laboratory, when she found that the flat roof accumulated a lot of debris, including cardboard boxes containing tiles, foam boards, plastic bottles, used disposable cutlery, and a cigarette end. Apart from the flat roof, Dr Lee also observed that a lot of debris and wastage materials were stored along different levels at the scaffolding, including cardboard boxes near the catch fan.

1146. These are but some examples of PC&E and Will Power's general failure to properly supervise and oversee the entire project. The following Sections C to E of this Chapter will consider failures specifically relating to certain aspects of the works highly material to fire safety, which were explored extensively in the Evidential Hearing.

C. FAILURES SPECIFICALLY RELATING TO USE OF TEMPORARY BUILDING MATERIALS AND PROTECTIVE MEASURES

1147. [redacted]

C1. Scaffolding nets and plastic sheeting

1148. As main contractor and consultant of the Works, PC&E and Will Power had the primary responsibility to ensure that the scaffolding works were carried out safely, and the associated materials used for the purpose of the scaffolding were safe. They were well aware of the requirement that the scaffolding nets had to be fire-retardant, and must also have been aware that the same applied to the plastic sheeting:

(i) At the 30 May 2024 works meeting, PC&E represented that the scaffolding nets would be of fire-retardant quality.

(ii) At a subsequent works meeting on 17 June 2024, Will Power reminded PC&E to strictly adhere to the requirements of the BD's PNAP APP-70 and submit the fire-retardancy certificate for the scaffolding nets.

(iii) As pointed out by Mr Dawes SC, the express reference to PNAP APP-70 is important. That Practice Note regulates "*screens, fans, catch platforms or similar protective measures*", such as polyvinyl and plastic sheeting. It advises that such sheeting should be of a flame-retardant quality. Having had PNAP APP-70 expressly drawn to their attention, PC&E and Will Power must have been aware that not only the scaffolding nets but also the plastic sheeting and any similar protective materials had to be of a fire-retardant quality.

(iv) Representatives from the IO of WF Court and ISS were present at both meetings, and were also aware of the need for fire-retardancy of the scaffolding nets and plastic sheeting.

1149. The scaffolding subcontractor, Gain Profit, expressly stated at item three of its quotation issued on 29 May 2024 that it would install fire-retardant scaffolding nets. Under the scaffolding sub-contract between PC&E and Gain Profit, it is also stated that the scaffolding nets must comply with all relevant laws and regulations. The evidence of Mr Chan Yiu Fai of Gain Profit was that he knew the contract included a requirement that the scaffolding nets had to possess fire-retardant property.

1150. In 2025, there were two serious typhoons, namely Typhoon Wipha and Super Typhoon Ragasa striking Hong Kong on 20 July and 24 September respectively, damaging most of the scaffolding nets covering

the eight buildings in WF Court. Against this background, the analysis will be divided into two parts: pre-typhoon and post-typhoon in mid-2025.

1151. Insofar as the pre-typhoon period is concerned:

(i) As explained in Chapter 4, the ICU inspected scaffolding nets at both the roof and ground floors of a block in WF Court on 28 October 2024. The quick tests conducted showed that a portion of scaffolding net was lit by a lighter for 15 seconds, subsequently catching fire and continuing to burn on its own for 10 seconds until someone blew out the flame to extinguish it. Both PC&E's and Will Power's representatives were present.

(ii) Two points arise from this quick test. First, according to the relevant fire-retardancy certificate, the after-flame time of the scaffolding nets should be zero seconds. The result of the quick test was inconsistent by a significant margin with what was stated on the face of the certificate. Yet, there is no evidence of any follow-up action by PC&E or Will Power.

(iii) What followed was even more egregious. [redacted] Videos of the quick test produced by PC&E, the IO and ISS to this Committee did not include the part showing the after-flame time of 10 seconds, whereas the video produced by the ICU did.

(iv) The inference is that PC&E or Will Power deleted part of the video (the part that showed the failed quick test) before sending it out to the IO and ISS. In any event, there is no evidence that they had ever disclosed the failed result to the IO of WF Court.

1152. Turning to the post-typhoon period, after the successive typhoons had damaged the scaffolding nets, PC&E decided to purchase non-fire-retardant scaffolding nets as a replacement. The events are recounted in detail in sub-section C4(I) of Chapter 4. The evidence reveals a deliberate decision by PC&E and Will Power to do so as a cost-saving measure at the expense of the safety of the residents.

(i) Under Clause 4 of the Works Contract, PC&E was under a duty to repair the scaffolding and scaffolding nets from time to time including if the same is damaged by typhoons, and that the costs of such repair had already been included in the contract price and PC&E is not entitled to seek further reimbursement from the IO.

(ii) The evidence of Lam Kee (the supplier of the replacement nets) was that none of the replacement nets sold to Gain Profit (save for one batch ordered on 27 October 2025 to stage compliance) were fire-retardant. This is accepted by Mr Chan Yiu Fai of Gain Profit. He explained that he was instructed to order non-fire-retardant nets by Mr Gordon Ho of PC&E, and asserted that Mr Ho said to him that: "*If I tell you to order then order, there's no need to talk so much, if you order fire-retardant nets you won't be reimbursed*" (the original Chinese text reads: *叫你訂就訂，唔使講咁多，你訂阻燃網都唔會找數俾你*).

(iii) The Committee does not have a contemporaneous record of the conversation between Mr Chan Yiu Fai and Mr Gordon Ho. Nevertheless, Mr Chan's account was not disputed by Mr Ho in his witness statement dated 2 July 2026.

(iv) According to Mr Chan Yiu Fai, he made a phone call to Mr Hau Wa Kin of PC&E noting his exchange with Mr Gordon Ho, to which Mr Hau instructed him to follow Mr Ho's instructions. Mr Chan therefore arranged for ordering of the non-fire-retardant nets.

(v) On 27 October 2025, Mr Yeung Tsz Man of Will Power received notice from the ICU that Mr Ku Siu Ping intended to conduct an inspection at WF Court on the following afternoon to check the fire retardancy of the scaffolding nets. This was then relayed to Mr Sam Tam of PC&E, who forewarned his colleagues about the upcoming inspection with the message marked "*Not to be disclosed*" and instructing his colleagues to check in advance "*which ones are OK*" (the original Chinese text reads: *（不公開）明天下午 預 ICU 到地盤 預要燒棚網 check 定邊啲 ok*).

(vi) Mr Chan Yiu Fai's evidence was that, on the same day, PC&E urgently instructed him to order a batch of 115 units of fire-retardant scaffolding nets. He was instructed to replace the scaffolding nets at the bottom of the scaffolding, in anticipation of an upcoming inspection by the LD (Mr Chan was not apparently aware that the inspection would be conducted by the ICU instead).

(vii) These matters evidence the fact that PC&E knew full well that the scaffolding nets installed at the time would not have passed the inspection. There was otherwise no need to "*check which ones are OK*", let alone urgently instruct Gain Profit to place a much smaller order of 115 fire-retardant nets. In comparison, the other orders for replacement nets were for a total of 1,400 units at half the price of the fire-retardant nets.

1153. [redacted]

1154. [redacted]

1155. Fire-retardant nets were roughly double the price of non-fire-retardant ones. It can therefore be inferred that PC&E's instruction to Gain Profit to use non-fire-retardant nets was a deliberate decision to cut costs and to maximise its profit deriving from the Works Contract. In so doing, PC&E's most immoral and irresponsible conduct had put the lives of all the residents in WF Court at risk. [redacted]

1156. As rightly observed by Mr Dawes SC, Gain Profit cannot escape responsibility by blaming PC&E for the following reasons:

(i) Mr Chan Yiu Fai admitted that he was aware of the requirement that scaffolding nets had to be of a fire-retardant quality. As an experienced scaffolding contractor, he must have known that this was not only a contractual requirement, but also a legal and regulatory requirement. He could have (and should have) rejected the instruction by Mr Gordon Ho and Mr Hau Wa Kin to purchase replacement nets of a non-fire-retardant quality.

(ii) Under Clause 25 of the sub-contract between PC&E and Gain Profit, the sub-contract price covered the following scopes of works: (a) erect the scaffolding; (b) conduct one repair of the scaffolding after external wall works are completed; and (c) dismantle the scaffolding net. According to Mr Chan Yiu Fai of Gain Profit, that one-off repair had been completed in May 2025 and that, apart from the final dismantling of the scaffolding, the contractual duties of Gain Profit had been completed by then.

(iii) It follows that, on Mr Chan Yiu Fai's own evidence, Gain Profit was not contractually bound to accede to PC&E's request to purchase the replacement nets. Mr Chan's explanation was that he acceded to PC&E's request because PC&E threatened not to pay him. It is unfortunate that, with the risk of non-payment, Mr Chan did not insist on the statutory regulatory requirement that the scaffolding nets must possess fire-retardant properties.

(iv) Additionally, after the fire broke out, Mr Chan Yiu Fai received the following voice message from his wife Madam Zhong Fengping saying: "*About the nets we delivered at the later stage: Ah Tim has asked you to give an account of them. Let's get our story straight on how to explain it before you call him back, because those nets of ours are not fire-retardant.*" (the original Chinese text reads: "*我哋後期送啲網過去，阿添叫你解畫，夾好口供解話打俾佢，因為我哋嗰啲唔係阻燃網嚟㗎*")

(v) [redacted]

1157. Will Power cannot deny responsibility either:

(i) [redacted]

(ii) [redacted] The Works Contract provides that all materials used for the repair works must be first agreed and approved by Will Power.

1158. Although there is less evidence regarding the procurement and use of plastic sheeting and canvas, the requirement of fire-retardancy was known to PC&E and Will Power. The tests conducted by Dr Lee after the fire show that they did not meet such standards. The inference is that PC&E and Will Power failed to comply with these standards as far as the plastic sheeting was concerned.

1159. [redacted]

1160. As to the suppliers:

(i) Customers were at liberty to place orders for either fire-retardant or non-fire-retardant nets with Lam Kee and Binzhou Yuanjin. The evidence suggests that the decision to order non-fire-retardant nets with these suppliers lay with Gain Profit (as instructed by PC&E).

(ii) As to Shandong Chenxu, it provided a fire-retardancy certificate that may have been fabricated. The certificate was issued in the name of the National Quality Supervision and Inspection Centre for Personal Protective Equipment (Beijing) (English translation) (國家勞動保護用品質量監督檢驗中心(北京)).[108] That, however, was the institution's former name. Mr Ku Siu Ping of the ICU

108 See paras 235-236 of Chapter 4.

accepted in evidence that after the fire, the ICU checked the accreditation number on the certificate and noted the difference in the name of the issuing institution. The ICU's post-fire checks therefore establish that the certificate was not genuine.

(iii) If the original batches of scaffolding nets were not fire-retardant, the evidence suggests that Shandong Chenxu may be to blame. However, the expert evidence of Dr Lee on this issue is inconclusive, given the conditions at the scene of the fire.

C2. Foam boards

1161. The Works Contract required PC&E to implement appropriate protection to the buildings such as covering and protecting the buildings. All materials used in the works had to comply with the requirements of the Works Contract and be approved by Will Power.

1162. Further, under the Works Contract, Will Power had power to, *inter alia*, direct PC&E on the Works, including on the quality of the materials used for the Works.

1163. Therefore, both PC&E and Will Power are responsible for the choice of materials used as protective covering, as well as the way in which such materials are used (e.g. how many windows to be covered at a time, when the coverings should be removed). [redacted]

1164. As early as the works meeting on 17 June 2024, there had already been discussion between PC&E and Will Power about the flammability of foam boards and possible alternatives that could be used:

(i) At the meeting, Will Power expressed particular concern regarding the flammability of foam boards and their tendency to generate a large amount of smoke in a fire. PC&E responded that "boards" offered less protection than foam boards, and insisted on using the latter.

(ii) Will Power then replied that each material has its pros and cons, but remained of the view that foam boards carried a greater risk and, if PC&E proceeded to use foam boards, it should consider such risks and implement appropriate contingency measures.

1165. Despite Will Power requesting PC&E to consider the risks of using foam boards and the implementation of appropriate measures, there is no evidence that this was done. Instead, PC&E sent a letter dated 17 July 2024 addressed to Will Power, seeking its approval for the use of foam boards as temporary protective covering. That letter was signed by Will Power with the words "*reviewed and approved*". The letter did not propose any measures to mitigate the fire risks of using flammable foam boards. There is no evidence that Will Power critically reviewed this proposal beyond what was discussed on 17 June 2024.

1166. As Mr Kong Cheung Fat said, this was an abrupt and complete reversal of position within a few weeks. No apparent or rational reason for the reversal of Will Power's position on foam boards has been identified.

1167. The works then proceeded. As detailed in Chapter 4, foam boards were ordered in late August 2024. At least a portion of them were not fire-retardant. The foam boards began to be placed on residents' windows under phase I, i.e. Wang Cheong House (Block F), Wang Shing House (Block G) and Wang Chi House (Block H), in mid-September 2024.

1168. Meanwhile, concerns regarding flammability of the foam boards continued to resound amongst residents, with some complaints being raised and discussed at a meeting held on 12 September 2024. At the meeting, the New MC informed PC&E that they received videos from residents of burning foam boards, and inquired as to the flammability of the material. In response, PC&E explained that the foam boards would not catch fire if they came in contact with cigarette flames, but the situation would be different if continuous naked flames were present.

1169. As rightly observed by Mr Dawes SC, this is not a satisfactory explanation. Even assuming that the foam boards would not catch fire from one single lit cigarette end, that was not the only possible cause of a fire. In any event, a single lit cigarette end could ignite the combustible debris and building materials (including cardboard boxes and backing paper for the mosaic tiles) that accumulated in and around the scaffolding, and cause a larger fire which could ignite the foam boards.

1170. In view of the residents' persistent concerns, the IO of WF Court pressed for the use of replacement materials with better fire-retardancy qualities. However, Mr Gordon Ho explained on 13 September 2024 in the WhatsApp group "宏福苑大維修 Group" (English translation: "WF Court BMR Works Group), which involved the New MC, PC&E, Will Power and ISS, replacement materials such as corrugated plastic boards could only be used in phase II of the works, as the existing materials had arrived at the site and had been installed on the windows.

1171. Mr Dawes SC submits, and the Committee agrees, the explanation is problematic on numerous levels:

(i) First, it records PC&E's acknowledgment that window covering materials with better fire-retardancy qualities were commercially available. No satisfactory reason was provided as to why those more fire-retardant materials were not used when the foam boards for phase I were placed.

(ii) Second, the justification given by Mr Gordon Ho for not switching to a different window protection material was, effectively, to save costs. Where a contractor acquired building materials that were not fit for purpose [redacted], it was incumbent on the contractor to rectify the situation at its own cost. Profit was again preferred at the expense of the safety and lives of the residents.

(iii) Third, Will Power knew (and advised at the outset) that foam boards were flammable, yet it did not intervene. Worse still, Will Power proceeded to support PC&E's use of flammable foam boards.

1172. On 13 September 2024 at 22:31 hours, Mr Jason Wong circulated Will Power's written opinion on the matter.[109] He asserted that no law required protective materials used during external wall renovation works (other than scaffolding nets) to be fire-retardant; that external repair works on existing buildings would not ordinarily pose a serious fire risk; and that foam boards were less likely than scaffolding nets to spread fire.

109 The Committee has noted that the same message does not appear in the copy of the WhatsApp group messages supplied by Mr Tony Tsui.

1173. This was a non sequitur. The legal position was incorrectly stated and does not reflect the position of the BD. But, even if there were doubts about the legality of the use of foam boards, the dangers of using flammable cladding on the façade of buildings were well known after the fire in Grenfell Tower. Will Power must have known that the use of flammable material such as foam boards to cover windows gives rise to unacceptable fire risks, irrespective of whether specific regulations exist to address this particular type of material.

1174. According to Mr Kong Cheung Fat, a further reason given by PC&E for use of the foam boards was that the batch of foam boards had already been approved by the Former MC. However, Mr Kong was not able to say whether such approval was indeed given by the Former MC, because he did not personally participate in that decision during his tenure. On the other hand, Mr Tony Tsui was under the impression that he was provided a copy of the approval and had submitted the same to the Committee. Yet, Mr Tsui has not since identified the document he was referring to.

1175. The notion that the Former MC had approved the foam boards finds some support in the WhatsApp records. Will Power, in preparing for briefing sessions with the residents in late September 2024, explained that the Former MC had already confirmed the order of foam boards, and that if alternative materials were to be used, this would require extra costs and the same would have to be approved by owners by way of voting.

1176. However, there was no basis for PC&E to charge the homeowners for replacement costs, when the need for replacement arose because of its failure to provide appropriate materials for the window coverings, in breach of the Works Contract, in the first place. Moreover, under the Works Contract, Will Power had the power to direct PC&E to

remove the sub-standard materials and replace the same. Instead of invoking that contractual provision, Will Power supported PC&E's indefensible position and sought to dissuade the residents from pursuing their demands for replacement materials.

1177. The next material event is the private WhatsApp conversations between Mr Gordon Ho and Mr Tony Tsui in early October 2024:

(i) The record shows that on 2 October 2024, at 12:30 hours, Mr Gordon Ho asked Mr Tony Tsui that, in light of the significant concerns by residents regarding foam boards, whether corrugated plastic boards should be used for phases II and III instead of foam boards. Mr Tsui replied, at 12:31 hours, asking whether it was possible to continue using foam boards albeit less flammable ones.

(ii) Mr Tony Tsui explained that the switch to corrugated plastic boards had already been rejected by PC&E in September 2024 because they were more rigid and it was difficult to cut them at the scene. However, Mr Tsui accepted that PC&E's explanation was hardly convincing, as PC&E could cut the boards as per the standard dimensions of the windows at WF Court beforehand. In any event, in his WhatsApp message, Mr Gordon Ho was himself suggesting the switch to corrugated plastic boards, which indicated that he considered that the practical difficulties he mentioned about the rigidity of the material could be resolved.

(iii) In fairness to Mr Tony Tsui, he had actively searched for fire-retardant window covers, and was proposing to use foam boards that had fire-retardant qualities. The messages show that he sent Mr Gordon Ho a link to a supplier's video to demonstrate that foam boards with fire-retardant properties were commercially available. Mr Tsui then asked Mr Ho to check whether foam boards with better fire-retardant qualities could be used. Mr Ho replied that he would ask his supplier, although he could not guarantee. Mr Tsui then asked Mr Ho to take a video of a fire-retardancy test on the new foam boards, and so long as the flame self-extinguishes that would suffice without the need for a fire-retardancy certificate.[110] Mr Tsui also asked that the video of the fire-retardancy test should not be as unconvincing (the original Chinese words read: "*唔好咁流*") as the video from the supplier that he showed Mr Ho.

(iv) Mr Gordon Ho replied that he would proceed as suggested, and that if he managed to order such foam boards with greater fire-retardancy, he would use them in phases II and III, but would not replace the old foam boards under phase I. Mr Tony Tsui appeared to accept this.

1178. Mr Tony Tsui is a layman without any technical background. The Committee agrees with the submissions of Mr Dawes SC that Mr Tsui was entitled to rely on the professional expertise of Will Power and PC&E. When the responses from both indicated they had no concern for fire safety,

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110 Mr Tony Tsui testified that, at the time, PC&E and Will Power had already repeatedly stressed that since there was no regulation specifically requiring foam boards to be fire-retardant, it was difficult to source foam boards accompanied by fire-retardant certificates, and that if the New MC insisted on only purchasing foam boards accompanied by such certificates, the works could not proceed forward.

he researched (as far as he could as a layman) into alternative materials that were more fire-retardant. The end result was that he requested PC&E to acquire fire-retardant foam boards.

1179. The evidence suggests that PC&E did proceed to acquire foam boards with some fire-retardant qualities, but did not follow Mr Tony Tsui's instructions fully:

(i) As Dr Lee observed, there were two types of foam boards retrieved from the scene, one with a rhombus pattern and another with a square-within-a-square pattern, the latter (which was more extensively used) being more flammable and would combust after about 15 seconds of contact with a flame whereas the former did not catch fire once the source of flame was removed.

(ii) The evidence suggests that the foam boards with the rhombus pattern were the fire-retardant foam boards ordered for the purpose of phases II and III after the exchange between Mr Gordon Ho and Mr Tony Tsui in early October 2024.

(iii) However, Dr Lee's observation that the foam boards with the square-within-a-square pattern were far more extensively found suggests that PC&E had used the first batch of non-fire-retardant foam boards even for phases II and III. If phases II and III used fire-retardant foam boards comprehensively, one would have expected a majority of foam boards found on the scene to have a rhombus pattern.

(iv) Indeed, the evidence suggests that the subcontractors did not pay particular attention to which batch of foam boards collected at the site were used for installation at which blocks.

(v) It can be inferred that PC&E failed to keep its promise to Mr Tony Tsui to use the new material for the entirety of phases II and III. The reason is obvious: the new orders for fire-retardant foam boards were priced at more than double the unit price of non-fire-retardant foam boards used for phase I as mentioned in sub-section C5 of Chapter 4.

1180. One may argue that Mr Tony Tsui could have done more to explain his decision to the residents, and present alternative proposals for the owners to decide in an EGM (as was done in relation to other aspects of the Works). Yet, the only alternative window cover material contemplated at the time was a type of corrugated plastic board. It is not apparent that corrugated plastic boards are more fire-retardant than foam boards. According to Dr Lee's laboratory tests, she observed sustained burning on all tests of corrugated plastic boards found on site, with the 2 mm and 5 mm corrugated boards further generating flaming droplets with no signs of self-extinguishing, whereas the 9 mm corrugated boards were less susceptible to ignition.

1181. There is another aspect relevant to the foam boards, which is the extent and duration of use. What made the use of foam boards particularly dangerous was the extensive use of foam boards to cover all windows for an extended period of time:

(i) According to the evidence of workers engaged in external wall repairs, the hacking off of external wall tiles of each building was conducted zone-by-zone within a building. However, when hacking off was still being conducted in one

zone, the windows of other zones would already begin to be covered by foam boards. Moreover, after hacking off in one zone was completed, workers were instructed not to remove the foam boards installed in the windows of that zone.

(ii) There can be no dispute, therefore, that foam boards were used to cover windows both during and after the hacking-off works for the unit had completed.

(iii) As described in sub-section C5 of Chapter 4, the foam boards remained substantially affixed to the windows of most units in WF Court on the day of the fire. This is also supported by the various photographs and the news video footages taken on the tragic day.

1182. Concerns were raised by residents regarding the extensive use of foam boards for an extended period of time. According to Mr Tony Tsui, he raised this concern with PC&E, who informed him that it was necessary for foam board coverings to remain on the windows on floors that had no hacking-off works to avoid debris from works done on other floors breaking the windows.

1183. When it was put to him, Mr Tony Tsui accepted that a potential solution would have been to conduct works in stages, where works would complete on one side (e.g. east, south, west and north) before proceeding to the next. Nevertheless, PC&E never proposed this to the MC as an option.

1184. PC&E and Will Power were fully aware of the fire risks associated with the simultaneous enclosure of all eight blocks with foam

boards. They should have properly advised the homeowners of WF Court and devised a safe working methodology. They failed to do so.

1185. Their knowledge of the risks of the extensive and prolonged use of foam boards is further demonstrated by the ICU's evidence:

(i) Mr Ku Siu Ping's evidence was that, at the ICU's inspection on 28 October 2024, he told PC&E of his concern that foam boards "*could pose a fire hazard to residents*". He also expressed concern that the foam boards would affect natural lighting and ventilation. PC&E responded that foam boards were only used temporarily during hacking-off works (three floors at a time) and would be removed immediately after such works were completed.

(ii) This assurance was demonstrably false: the foam boards were installed across entire blocks and remained affixed for over a year, up to the day of the fire. But, the assurance also illustrates PC&E's awareness of the risks of extensive and prolonged use of foam boards to cover windows. A contractor with nothing to hide does not reassure a regulator by misdescribing its own works. PC&E told the ICU precisely what it considered to be a safe methodology – localised covering, promptly removed. Yet, it knew full well that what it was actually doing was neither.

1186. In fact, according to the Workflow Procedures on the External Walls Works (Protective Measures and Chiselling Works) issued by PC&E dated 2 October 2024, light wooden boards and corrugated boards would be used temporarily to cover the windows of the residential units affected by the chiselling works in their external wall and the said protective

boards would be removed immediately after the completion of the chiselling works. This was exactly what PC&E should have done.

1187. There is also a dispute as to whether it is a common practice in the trade to cover the windows with foam boards during the execution of the BMR works in the external walls of the buildings. According to Mr Ng Pui Kwan (subcontractors for external wall works at Wang Kin House (Block D), Wang Tai House (Block E) and Wang Cheong House (Block F)), such practice often occured. No matter whether it is a common practice or not, safety requires that the RC and its subcontractors should plan the workflow to ensure that chiselling works would be carried out in stages, with each stage affecting a certain small area of the building at a time. This would reduce the need to cover numerous windows of the building at any point in time, and the boards should be removed soon after the completion of the chiselling works in the affected part of the building.

1188. For the foregoing reasons, the Committee finds that PC&E and Will Power are primarily responsible for the improper use of foam boards.

D. FAILURES SPECIFICALLY RELATING TO THE CREATION OF WORKER ACCESS OPENINGS IN THE ESCAPE STAIRCASES

1189. The creation of illegal access openings in the escape staircases is also a significant issue. By the time of the fire, all staircase windows except the access openings were converted into fire-rated windows. Had the staircases been protected from the façade fire with these fire-rated windows, the staircases could have been viable means of escape for a longer period. Many lives might have been saved. [redacted]

1190. The evidence reveals that the first access openings were created on the 15/F of each block. The subcontractors were then instructed by PC&E to make access openings on every five floors in the staircases. For examples:

(i) Mr Ng Pui Kwan (subcontractors for external wall works at Wang Kin House (Block D), Wang Tai House (Block E) and Wang Cheong House (Block F)) said Mr Gordon Ho, "Brother Sam" and "Brother Chung" of PC&E had told him to open a worker access opening in the rear staircase every five floors, and that when he asked whether this was permissible, he was told to do it.

(ii) Mr Ng Pui Kwan accepted that the access opening was a measure for the convenience of workers and, whilst it was a common practice, it was not technically necessary. He did not consider the effect on the means of escape of breaching the rear staircases, and he just said that "*these things I don't understand*".

(iii) Another witness, Mr Zhang Minghai of another subcontractor, also gave similar evidence. Upon the introduction of Mr Yiu Kam Fai of Shing Construction, his workers started to work in Wang Tao House (Block B) in December 2024. By that time, there was already an access opening on the 15/F and he was asked to create other access openings at an interval of one every five storeys. His workers first used aluminium and plastic composite boards as doors for the access openings. But, since the boards broke easily, Mr Yiu (through his foreman) asked him to use wooden boards instead. The aluminium boards were

provided to him by PC&E while the wooden boards were provided to him by Mr Yiu.

1191. Will Power knew about and approved PC&E's proposals to create the access openings:

(i) The first proposal was dated 1 August 2024. PC&E proposed to create a staircase opening on 15/F of each block. Will Power marked its approval of the submission on the same day. There is no evidence that Will Power gave a moment's thought to the obvious risks involved, or indeed to the necessity of the access openings at all. As mentioned above, the subcontractors responsible for the hacking-off works accepted that they did not require the access openings to carry out their work.

(ii) On 22 August 2024, PC&E wrote to Will Power seeking its approval to create further worker access openings on the fifth, tenth, twentieth and twenty-fifth floors of each block. Again, Will Power marked its approval on the same day. The speed with which Will Power gave its approval is an indicator of the lack of critical review.

1192. The fire risk of the access openings was drawn to the attention of PC&E and Will Power at an early stage. Records of WhatsApp group messages between PC&E and the Former MC show that, on 7 August 2024, Mr Tang Kwok Kuen (who described himself as layman, the Chinese words read: "*外行人*") enquired whether the window position should use fire-retardant or fire-resistant material. There is no record of any further discussion of the fire risks of worker access openings. Hence,

a risk which occurred to a self-described layman was not addressed by the professionals.

1193. According to Mr Tony Tsui, the New MC relied on the expertise and advice of PC&E and Will Power and did not think there would be serious fire risks arising as a result.

1194. There may be dispute as to whether the creation of access openings in the escape staircases is a common practice in the trade. According to Mr Ng Pui Kwan and Mr Zhang Minghai, such practice is usual. On the other hand, according to the evidence of Madam Karen Cheung of the BD, such practice is not common. Of the 400-odd buildings inspected by the BD after the fire, eight buildings were found to have similar kind of access openings.

1195. No matter whether it is a common practice or not, there is no doubt that the creation of access openings in the escape staircases is unsafe. The objective of the escape staircases is to provide a smoke-free passage for residents to evacuate in the case of fire. Wood is an easily combustible material which would perish in contact with fire, and so the creation of such access openings using wood or even aluminium boards as doors would compromise the integrity of the escape staircases in the case of fire putting the lives of the residents at risk.

1196. All the building professionals and regulators who testified in the Inquiry agree that it was unsafe to create such access openings in the escape staircases to provide easy passage to workers working in the scaffoldings, and the use of such works procedure was in breach of Regulation 16 of the B(C)R. PC&E and Will Power, which are building professionals, should have known about such danger.

1197. No justification for the creation of the access openings has been offered by any persons including PC&E and Will Power. Mr Hau Wa Kin and Mr Gordon Ho did not attempt to justify them in their witness statements.

1198. There were other contractors and building professionals who noticed these access openings. The subcontractors engaged for the works to replace the staircase windows were addressed in Chapter 4. In summary:

(i) By a written contract signed on 2 September 2024, PC&E subcontracted the replacement of staircase windows with fire-rated windows to Wealth Pinnacle, for a total contract price of HK$2,503,200.

(ii) According to Mr Eric Lai, the AP for these window works, Wealth Pinnacle engaged Allied Architects to provide services in relation to the staircase window works. He was in turn engaged by Allied Architects for his services which covered all eight blocks. He claimed to have reviewed the submissions to the ICU and to have personally conducted weekly site inspections to verify that the window replacement works generally conformed to the submission requirements.

(iii) Mr Joseph Chi, the RSE for these window works, confirmed that he was engaged by Allied Architects pursuant to a verbal agreement. His service also covered all eight blocks. He claimed to have verified the drawing and structural calculations before submission to the ICU, and to have personally carried out site inspections.

(iv) According to the Forms MW01 submitted for the MW to replace the staircase windows with fire-rated windows:

(a) Motive Design was the subcontractor engaged by Mr Eric Lai to submit MW submissions and site SPs for Wang Yan House (Block A) and Wang Tao House (Block B);

(b) Chi Fu Construction was the subcontractor engaged by Wealth Pinnacle to submit MW submissions and site SPs for the remaining blocks (Blocks C to H);

(v) According to the SPs submitted for the said MW, site inspections would be carried out by Mr Tsang Kai Kwong and Mr Chong Po Chung as TCPs "*under the RC's stream*" (the Chinese text reads: "*隸屬於註冊承建商工作班子之下的地盤監督適任技術人員*"), i.e. under Chi Fu Construction and Motive Design.

1199. In their letters to the Committee, Chi Fu Construction and Motive Design stated that they were hired only to submit the Forms MW01 and SPs, and had no involvement in carrying out the works themselves. According to them, the actual windows replacement works were carried out by Wealth Pinnacle.

1200. Mr Dawes SC submits that Chi Fu Construction, Motive Design, Mr Eric Lai and Mr Joseph Chi should be held responsible for the high casualties in the fire for not taking any actions after they knew about the presence of the access openings in the escape staircases:

(i) The evidence shows that they all knew about the access openings from their works associated with the replacement of the fire-rated windows. As they are building professionals who should have appreciated the fire risk resulting from the creation of the access openings in escape staircases, they should have taken appropriate measures to remove such risk (including notifying the ICU about the presence of the access openings).

(ii) Chi Fu Construction and Motive Design had allowed themselves to be "dummy" contractors for the MW when the works to replace the windows were actually carried out by Wealth Pinnacle.

(iii) Mr Tsang Kai Kwong and Mr Chong Po Chung, who were actually foremen employed by PC&E, were erroneously stated as TCP s under Chi Fu Construction and Motive Design in the SPs.

1201. These are valid observations. However, the specific allegations against these parties only surfaced in the late stage of the Evidential Hearing. Though these parties had been asked to respond to various issues throughout the Evidential Hearing, there has been no express invitation to these parties either to apply to be joined as Involved Parties or to give oral testimony in the Evidential Hearing. As the principle of natural justice has to be observed in the conduct of the Inquiry, the Committee does not consider it appropriate to make any criticisms against these parties in this Report. Yet, since there is evidence to substantiate the observations made by Mr Dawes SC as mentioned above, the BA should consider whether it should initiate detailed investigation and commence disciplinary actions against Chi Fu Construction, Motive Design, Mr Eric Lai, and Mr Joseph Chi.

1202. For the above reasons, the Committee finds that the primary responsibility for creating the access openings rests on PC&E. PC&E created and directed the creation of the openings. Will Power also bears primary responsibility, having failed to critically assess the risks of the access openings and to intervene.

E. FAILURES SPECIFICALLY RELATING TO THE SHUTDOWN OF THE FASs AND THE FHHRSs

1203. The Committee will now turn to the responsibilities of those involved in the shutting down of the FASs and FHHRSs in WF Court. As explained in Chapter 4, both systems were controlled by the same master power switch in each block, and the master power switches of all eight blocks had been turned off by mistake by an ISS employee to assist PC&E's repairs to the FS tanks. That unfortunate state of affairs was maintained until the day of the fire.

1204. The evidence from the IFITF is that the shutting down of the FHHRS did not have a significant influence on the outcome of fire-fighting efforts by the FSD in the unprecedented circumstances of the fire. Therefore, the more serious consequence of the turning off of the master power switches was that the fire alarms did not sound on the day of the fire. This contributed to the heavy fatalities and casualties because residents did not receive timely warnings, leading to delayed evacuation.

1205. The FASs and FHHRSs were shut down in order to carry out repair works to the FS tanks. Mr Dawes SC has rightly raised three issues arising from the shutdown:

(i) Was it in fact necessary to carry out works to the FS tanks?

(ii) Was it necessary to shut down the FASs?

(iii) Why was the mistake not rectified before the day of the fire?

1206. China Status was the RFSIC engaged by PC&E to submit SDNs to the FSD, notifying the FSD of the shutdown of FHHRSs in WF Court for the purpose of repair works to the FS tanks. The FSD relied on China Status for accurate reporting and supervision of the shutdown. However, China Status was a "dummy" RFSIC. It simply acted as a rubberstamp and submitted SDNs to the FSD at PC&E's behest without doing any work.

1207. On the admission of Mr Leung Ping Kay, representative of China Status, he understood it was a legal requirement that the FSIs had to be shut down personally by an RFSIC or under the supervision of an RFSIC, but:

(i) "*Prior to submitting [the SDNs], no representative of China Status attended [WF Court] for the purposes of understanding first-hand the [FHHRSs] in place, the relevant renovation works proposed to be conducted there, the necessity of shutting down the [FHHRSs] for such renovation works…*";

(ii) "*[Mr Leung Ping Kay] did not attend [WF Court] to personally shut down the [FHHRSs], and [he understood] that no personnel of China Status did*"; and

(iii) "*[Mr Leung Ping Kay] did not carry out any inspection at [WF Court] during the period the [FHHRSs were] shut down.*

It [was his] understanding that no personnel of China Status did so during this period".

1208. Mr Leung Ping Kay gave oral testimony in the Evidential Hearing and sought to justify the conduct of China Status. As pointed out by Mr Dawes SC, his evidence is unsatisfactory.

1209. First, Mr Leung Ping Kay's evidence changed fundamentally between his two witness statements, which damages his credibility. Initially, in his first witness statement, he stated that he did not personally attend the site to shut down the FSIs because he was informed that the estate's building management would handle the matter and in any event would not allow China Status inside their premises. However, in his 2nd witness statement, he said that he thought PC&E was also an RFSIC itself and considered it acceptable to the FSD for China Status to submit SDNs without actually supervising the shut down, so long as another RFSIC (i.e. PC&E) conducted the supervision. Apart from normal RSFIC works, China Status also provided filing service of FS251 certificates and SDNs for other RFSICs. According to him, SDN applications can be burdensome for companies without dedicated administrative support. One example was PC&E. As it had only a few staff members based in its office handling administrative tasks and paperwork, China Status agreed to provide SDN filing service for PC&E. Mr Leung also referred to a website suggesting that the FSD had endorsed such practice, which is wholly without any basis. That was a completely different explanation which was absent from his first response.

1210. No matter which explanation is the truth, both explanations are incredible and unacceptable. It just shows that there was serious dereliction of duty on the part of China Status as an RFSIC.

1211. As to the first explanation, given its duties as an RFSIC to properly supervise and handle the shutdown of FSIs, the obvious response (if China Status was told that it could not enter WF Court) would be to refuse to submit the SDNs.

1212. As to the second explanation, not only was PC&E in fact not an RFSIC, the alleged practice would in any event not be acceptable to the FSD. The FS 2021 Shutdown Circular provides:

(i) "*as RFSICs will be engaged by the FSI owners to inspect FSIs to see whether they have to be shut down for maintenance, modification or repair, the RFSIC is therefore the most appropriate person to notify the FSD accordingly*";

(ii) at paragraph (A), "*when an RFSIC is employed to maintain/inspect/modify/repair the following FSI(s) of which work(s) is/are expected to be carried out overnight or for more than 24 hours continuously, the RFSIC should notify the FSD the defect(s) as soon as possible within 24 hours after the defect(s) is/are identified literally*";

(iii) at paragraph (G), "*on the other hand, if the RFSIC is no longer employed for the work(s), a written notification to the FSD should be submitted before the previously scheduled date of completion, and the owner(s) of FSI should be informed of the details of the FSI shutdown without delay*"; and

(iv) at paragraph (I), "*[QP]/[AS] of RFSIC should critically review the need for extension of FSI shutdown and personally confirm such need/resumption of FSI vide the written notification*".

1213. The aforesaid passages from the FS 2021 Shutdown Circular make clear that the RFSIC who submits the SDNs must be the same RFSIC who personally conducts the shutdown of the relevant FSIs and critically reviews the necessity of the shutdown. No credible explanation has been offered as to why an RFSIC which carried out works on the FSIs (on Mr Leung Ping Kay's account, PC&E) could not submit the SDN itself but needed to rely on another RFSIC to submit it on its behalf.

1214. Counsel for Mr Leung Ping Kay argues that the Committee should not make adverse findings against Mr Leung by reason of the alleged different explanations given in his two witness statements, as the Legal Team had not put their case on the alleged inconsistency to Mr Leung for comment. However, this is a non-point as China Status had failed in its duty as the RFSIC on whichever explanation. During the closing submissions, the Committee asked Mr Leung's counsel whether, on the objective evidence, China Status was only acting as a rubber-stamp in submitting the SDNs, Mr Leung's counsel had no choice but to answer in the affirmative.

1215. Mr Alex Yim was the QP signing the SDNs on behalf of China Status. He supplied one statement to the Committee but declined the invitation to testify in the Evidential Hearing. According to him, Mr Leung Ping Kay was the person liaising with PC&E for the filing of SDNs. He had never attended any site visits to WF Court. His reasons are basically the same as those given by Mr Leung. Being a fire safety professional entrusted to sign the SDNs on behalf of an RFSIC, Mr Yim's conduct is simply inexcusable.

1216. Given their roles as the RFSIC and the QP in submitting the SDNs, China Status and Mr Alex Yim bear significant responsibility in relation to the non-functioning of the FASs and FHHRSs on the day of the fire. However, they are not the only parties responsible. The following sections will further consider the responsibilities of other parties.

E1. Necessity of the works to the FS tanks

1217. The necessity of the works to the FS tanks is logically the first issue to be considered. A key issue that emerged is whether the FS tanks were leaking, thus requiring the FS tanks repair works. The evidence in this regard is as follows.

1218. First, according to the Inspection Reports by Will Power, their conclusions on the FS tanks of the various blocks are as follows:

(i) Wang Yan House (Block A) (report dated 3 April 2019): It was observed that various covers of the water tanks on the rooftop were not compliant with relevant laws and regulations (the original Chinese text reads: "*天台各水缸蓋不合規格*"), and the FS tank was with heavy dirt (the original Chinese text reads: "*污垢嚴重*"). It was recommended that works generally be done to matters related to the FSIs (including the upfeed pump, the FHHRSs and the control panel) as part of the "non-core" items (the original Chinese text reads: "*非主要項目*").

(ii) Wang Tao House (Block B) (report dated 3 April 2019): It was observed that various covers of the water tanks on the rooftop were not compliant with relevant laws and regulations (the original Chinese text reads: "*天台各水缸蓋*

不合規格"). Specifically, with respect to the FS Tank, there was concrete falling off at the entrance, rust stains in the inner walls, and the metal box for the signal wiring was rotten and mouldy (the original Chinese text reads: "*消防缸缸口石矢剝落，內牆有銹漬，缸面訊號線鐵箱霉爛*"). It was recommended that works generally be done to matters related to the FSIs (including the upfeed pump, the FHHRSs and the control panel) as part of the "non-core" items (the original Chinese text reads: "*非主要項目*").

(iii) Wang Sun House (Block C) (report dated 3 April 2019): It was observed that various covers of the water tanks on the rooftop were not compliant with relevant laws and regulations (the original Chinese text reads: "*天台各水缸蓋不合規格*"). There was no specific observation with respect to the FS tank. There was neither a general recommendation for works to be done to matters related to the FSIs (in contrast to the Inspection Reports for Wang Yan House (Block A) and Wang Tao House (Block B)), nor a recommendation for works to be done to the FS tank specifically.

(iv) Wang Kin House (Block D) (report dated 30 July 2019): It was observed that various covers of the water tanks on the rooftop were not compliant with relevant laws and regulations (the original Chinese text reads: "*天台各水缸蓋不合規格*"). Specifically, with respect to the FS tank, there was serious rusting of the mercury container (the original Chinese test reads: "*消防缸水銀箱嚴重銹蝕*"). In the recommendation, there was neither a general recommendation for works to be done to matters related to

the FSIs, nor a recommendation for works to be done to the FS tank specifically.

(v) Wang Tai House (Block E) (report dated 30 July 2019): The observations and the recommendation were in materially identical terms to those for Wang Kin House (Block D).

(vi) Wang Cheong House (Block F) (report dated 30 July 2019): The observations and the recommendation were materially identical to those for Wang Kin House (Block D).

(vii) Wang Shing House (Block G) (report dated 30 July 2019): The observations and the recommendation were materially identical to those for Wang Kin House (Block D).

(viii) Wang Chi House (Block H) (report dated 30 July 2019): The observations and the recommendation were materially identical to those for Wang Kin House (Block D).

1219. On the contrary, Victory Fire (the RFSIC engaged by ISS to perform annual inspection of the FSIs of all eight blocks of WF Court) found no structural defects or leakage in the FS tanks in its 2025 inspection:

(i) In accordance with its Fire Services System Maintenance Agreement entered with ISS, Victory Fire conducted annual inspection of the FSIs in all eight blocks of WF Court between 24 to 26 March 2025.

(ii) Following the annual inspection, Victory Fire submitted FS251 certificates for all eight blocks of WF Court, in which various defects were noted in relation to the plumbing of the

FHHRS (e.g. "HR Gate valve x 1 no. defective" was noted for Wang Yan House (Block A)). However, no defect in the FS tanks (and in particular, no defect requiring retiling or water-proofing works) was noted in any of the FS251 certificates.

(iii) The evidence of all Victory Fire representative attendant at the annual inspection corroborated the FS251 certificates: no FS tank leakage or structural issues were present. When inspecting the interior of the FS tanks, Mr Wong Kin Wa (a Victory Fire electrician) stated that he did not notice any structural defects in the FS tanks. Mr Li Chun Yin (electrician of Victory Fire) agreed. Mr Chung Kit Man (Director of Victory Fire) also agreed that there was no leakage, adding that any leakage would have been obvious upon inspection.

1220. As pointed out by Mr Dawes SC, there is contradictory evidence suggesting that the FS tanks might have been leaking, but that evidence does not appear to be reliable:

(i) Mr Wu Rizhao, a cement worker of Red Sun, one of the PC&E's subcontractors responsible for the FS tank works, noted that the conditions of the FS tanks were very poor, with leakage and structural issues and significant sediment collected in the tanks (the original Chinese text reads: "*狀態非常差，都有滲水，漏水的結構上問題，亦有好多沉積物*"). However, Mr Wu's observations were made in about mid-2025, when the renovation works had been well under way. When he observed leakage of the FS tanks, water was being released to facilitate works. In those circumstances, it would be difficult to differentiate whether water was being

released as part of that process or whether there was structural water leakage.

(ii) According to the FS251 certificates issued by China Status for all eight blocks, it was recorded that the FS tanks had "*Water Leakage*" that "*Need To Repair*". However, Mr Leung Ping Kay admitted that no one from China Status ever visited WF Court to inspect the FSIs. Mr Leung admitted that China Status could not possibly have known whether there was leakage, and that he only assumed that there was leakage because that was the usual reason for water-proofing works to be carried out.

1221. For completeness, Madam Cheng Tsz Ying of ISS was not sure whether the FS tanks had water leakage issues. She only received complaints from the occupants at 31/F about water leakage from rooftop to the 31/F residence but she could not confirm the source of such leakage.

1222. The Committee agrees with the Legal Team that the available evidence suggests that, on the balance of probabilities, there were no significant structural defects in the FS tanks. At most, the FS tank in Wang Yan House (Block A) was described as "*filthy*". The state of the FS tank in Wang Tao House (Block B) was comparatively worse than the other blocks, but even then it is not clear from Will Power's Inspection Reports whether repairs to the FS tank of Wang Tao House, described as a "non-core" item, were truly necessary. For the FS tanks in the remaining blocks, the evidence is clearer: there were no obvious structural defects with those tanks.

1223. Even if there were structural defects of the FS tanks, the question arises as to exactly what kinds of repairs were required. Under the Works Contract, all water tanks at the rooftop of the eight blocks

(i.e. including the FS tanks) were to undergo repairs in the following sequence: (i) hacking-off of the internal walls; (ii) repair of the underlying cement structure and waterproof layering; (iii) testing of new waterproof layering; and (iv) tiling of the new internal wall with white tiles.

1224. According to Mr Chung Kit Man of Victory Fire, the FS tanks do not generally need to be tiled. The water stored in the FS tanks is for fire-fighting purpose and not for domestic use. The FS tanks do not need to be tiled for cleanliness or need to be of a potable standard. Mr Chung did not know why tiling of the FS tanks was arranged. However, he qualified his evidence by stating that his firm does not carry out FS tanks repair works as part of its business. In light of Mr Chung's evidence, it is doubtful whether any of the repairs to the internal walls and waterproof layering in the FS tanks as stipulated in the Works Contract were in fact necessary (save, perhaps, for Wang Tao House (Block B)).

1225. Further, as explained in Chapter 4, PC&E did not provide any temporary water tank, but chose to use the renovated FS tanks as temporary domestic water tanks whilst the latter underwent renovation. [redacted] as it entailed the prolonged and unacceptable shutdown of the FHHRSs. But for the plan to convert the FS tanks into domestic water tanks, the FS tanks of at least those buildings would likely have resumed operations on the day of the fire.

1226. In fact, the evidence shows that the repair works to the FS tanks, even if necessary and with tiling works included, could have been completed within two to three months. According to the notice to residents, the repair works of the FS tank in Wang Shing House (Block G) commenced on 18 June 2025. In the minutes of the works progress meeting on 30 August 2025, it was recorded that the repair works for FS tanks in Wang Shing House and Wang Chi House (Block H) were already completed by that time, whereas the works for Wang Kin House (Block D), Wang Tai

House (Block E) and Wang Cheong House (Block F) were still ongoing. The case of Wang Shing House demonstrates that the works could have been completed in about two months. This is also corroborated by the evidence of Mr Chung Kit Man of Victory Fire, who testified that repair work of FS tanks would not normally take more than three months. The same minutes show that after the completion of the works in respect of each FS tank, that tank would then be converted for use as a temporary domestic water tank.

1227. PC&E's decision to repurpose the renovated FS tanks as domestic water tanks was also contrary to the Works Contract, which provided that, if necessary, PC&E was to provide a temporary tank for use during the renovation of the relevant water tanks. If the alternative to a temporary water tank was to repurpose the FS tank in breach of the law, a temporary water tank was obviously necessary.

1228. Although the plan to repurpose the renovated FS tanks as temporary domestic water tanks was disclosed to and known by *inter alia* the New MC and ISS, the Committee agrees that neither party should be responsible for this aspect of the works. There is no evidence that PC&E or Will Power had explained the risk of such work arrangement, which had the effect of prolonging the period of the non-availability of the FHHRSs, to the owners of WF Court. Neither had they provided other safer options to the owners for consideration. Insofar as the New MC is concerned, Mr Tony Tsui explained that the New MC did not consider the provision of a temporary tank as required in the Works Contract. This is understandable as the New MC must rely on the professional judgment of PC&E and Will Power on how best to carry out the works. As to ISS, Madam Lok Sin Ying recalled that there were discussions in various work progress meetings (attended at least by residents and PC&E) on the arrangement for temporary water tanks, though she could not recall the details of the discussions.

1229. In the opinion of the Committee, PC&E and Will Power should bear substantial responsibility for the unavailability of the FHHRSs and the FASs on the day of the fire. The Committee does not accept that the repair works to the FS tanks were necessary on the evidence, and PC&E and Will Power should be held responsible for causing the unnecessary repair works, which directly led to the unavailability of the FHHRSs and the FASs on the day of the fire. Even if such works were necessary, PC&E and Will Power both had the duty to adopt a safe building procedure minimising the time for which the residents would be exposed to the fire risk of living in a building with no operational FHHRS, since such system is important and indeed essential to extinguish any fire in buildings in particular on the higher floors. If they had paid proper regard to the importance of the FHHRSs, they should have presented other safer options to the homeowners, such as providing temporary domestic water tanks (which was indeed provided for in the Works Contract) rather than using the renovated FS tanks as temporary domestic water tanks. The Committee considers this totally unacceptable.

1230. Equally culpable is China Status. By only rubberstamping function in filing the SDNs, it had failed to carry out any inspection or supervision to ensure that the shutdown of the FHHRSs was necessary or kept to a minimum time.

E2. Necessity of the shutdown of FASs

1231. As explained in Chapter 4, the evidence on how the master power switches came to be turned off in the FS pump rooms is clear. In summary:

(i) PC&E requested assistance from ISS for the drainage of the FS tanks. In turn, various job orders were issued by ISS instructing Mr Law Kwok Shui (ISS's electrician) and Mr Lee Shing Foo (ISS's carpenter) to assist PC&E. In complying with the job orders and assisting PC&E, Mr Law switched off the master power switches of all eight blocks thus resulting in the turning off of the FHHRSs and the FASs.

(ii) The shutting down of both the FHHRSs and the FASs by way of turning off the master power switches was unnecessary. For the purpose of draining the FS tanks, the FASs did not need to be turned off. Although the FS booster pumps had to be turned off in the process of draining the FS tanks, this only required switching off the pump isolator switches in the main panel within the FS pump room.

1232. Given that Mr Law Kwok Shui (an employee of ISS) admitted to switching off the master power switches, ISS bears significant responsibility in relation to the inoperative fire alarms. In particular:

(i) According to Mr Law Kwok Shui, when he received the various job orders, he noticed that they included works related to the FS tanks which were FSIs. As he was aware that only a licenced person could operate FSIs, he enquired of Madam Lok Sin Ying (ISS Office Clerk) whether he could

still carry out the work orders. According to him, Madam Lok's response was that since he was an electrician and it was PC&E's request, he should accompany PC&E's staff and assist. As Mr Law did not want to be blamed for not following job orders, he proceeded to assist in drainage of the FS tanks, despite the fact that he did not have the requisite licence to do so. In the Evidential Hearing, Mr Dawes SC asked whether Mr Law had thought of asking Mr Lai Wing Lee (ISS Property Manager) if it was proper to assist in drainage of the FS tanks. Mr Law replied that he did think about it, but didn't ask Mr Lai eventually.

(ii) Madam Lok Sin Ying denied Mr Law Kwok Shui's account. According to her, she was asked by PC&E whether ISS's staff could assist with the drainage of the FS tanks. She did not know exactly what steps or what kind of assistance ISS's staff was asked to provide, and so she asked Mr Law and Mr Lee Shing Foo if they were happy to assist, and they were happy to do so.

(iii) The Committee prefers to accept the evidence of Mr Law Kwok Shui on the balance of probabilities. Mr Law at all times appeared to be an honest witness. He frankly admitted the mistake he made in turning off the master power switches. On the other hand, the causal manner in which the management office issued the job orders indicated that the staff of ISS did not pay very much attention to the safety implications of the jobs that they were requested to do. A casual request by PC&E would be sufficient for ISS to issue the job orders, and the staff did not care to find out what happened after the issue of the job orders. The casual manner in which the staff in the management office handled

the FSIs issues certainly undermine the credibility of Madam Lok Sin Ying's evidence.

(iv) However, whichever version of events is accepted, it is plain that ISS cannot escape responsibility. Both Mr Law Kwok Shui and Madam Lok Sin Ying were employed by ISS, which is vicariously liable for their acts and omissions. ISS also has primary responsibility for training and instructing its staff not to operate or deal with any FSIs, and it is clear that ISS had failed in its duty in this regard.

1233. PC&E, Will Power and China Status should also bear responsibility. They (or one or more of them) were responsible for the arrangement of China Status as a "nominal" RFSIC, and for instructing China Status to simply file FS251 certificates and SDNs without actually doing any work.

1234. According to the quotation provided by China Status to PC&E, it was responsible for three items of work, namely: (i) provision of 9 L fire extinguishers for all eight blocks (16 extinguishers for each block to be placed on alternate floors, i.e. 128 extinguishers in total); (ii) submissions of SDNs to the FSD (with an estimated shutdown period of one year); (iii) submission of FS251 certificates upon completion of works.

1235. Item (ii) of the quotation is a record of the parties' expectation that China Status would be submitting SDNs repeatedly for a year.[111] Whatever Mr Leung Ping Kay's understanding of the reference to "one year" in the quotation might have been, the fact that the parties pre-

111 In his witness statement, Mr Leung Ping Kay suggested that the wording in the quotation was merely a general reference to avoid unnecessary complication, for his own record and general understanding, but did not denote or imply that China Status would robotically submit SDNs for one year.

determined that a lengthy period of shutdown was needed is also borne out by the WhatsApp communications between PC&E and China Status. In their messages, China Status automatically submitted SDNs upon the imminent expiry of the 14-day deadline, without questioning the necessity of the extension. In some cases, China Status submitted multiple documents required for a three-month period of shutdown in one-go. PC&E must have known that China Status was only a rubber-stamp which would not critically evaluate the necessity of the continued shutdown.

1236. Mr Leung Ping Kay explained that he spoke with one Mr Cheung of PC&E prior to submitting the SDNs. However, he subsequently admitted that he only contacted Mr Cheung occasionally (i.e. not in respect of the filing of each SDN). In any event, a telephone enquiry with the main contractor cannot possibly discharge the obligation of an RFSIC to carry out inspections.

1237. As to Will Power, as the entity in charge of supervising PC&E, it failed to prevent the plainly irresponsible arrangement with China Status from taking place. Once again, Will Power did nothing to supervise PC&E.

1238. In the end, a total of 93 SDNs were submitted to the FSD in respect of the shutdowns of the FHHRSs, with the consequence that the fire alarms were disabled for the same period:

Block	Name	Total SDN	Shutdown From	Duration to Fire
A	**Wang Yan House**	6	4 September 2025	83 days
B	**Wang Tao House**	10	11 July 2025	139 days
C	**Wang Sun House**	11	4 July 2025	146 days
D	**Wang Kin House**	14	16 May 2025	195 days
E	**Wang Tai House**	17	7 April 2025	234 days
F	**Wang Cheong House**	6	4 September 2025	83 days
G	**Wang Shing House**	12	16 June 2025	164 days
H	**Wang Chi House**	17	7 April 2025	234 days
	Total:	**93**		
	Longest shutdown:	**7 April 2025 to 26 November 2025**		**234 days**

1239. On 3 October 2025, China Status informed PC&E that it was requested by the FSD to submit an FS251 certificate to accompany each SDN. In a WhatsApp message, China Status urged PC&E to resume the operations of the FSIs as soon as possible, as it could not hold off the FSD for much longer (the original Chinese text reads: "*另外最好盡快攪好回復系統，頂唔到消防處太耐*"). Explaining that WhatsApp message, Mr Leung Ping Kay said that the FSD was concerned after an extended period of shutdown. This implies that PC&E and China Status both knew that their prolonged extension of the shutdown would not be acceptable to the FSD. Yet, the arrangement continued to the day of the fire.

E3. Non-rectification of the FAS shutdown before the fire

1240. The evidence shows that the erroneous shut down of the FASs could and should have been identified and rectified prior to the day of the fire. It is in this context that the role of Victory Fire, the RFSIC engaged by ISS to carry out annual inspection and rectification of the FSIs, is relevant.

1241. Following its annual inspection of WF Court from 24 to 26 March 2025, Victory Fire noted various defects in relation to:

(i) plumbing of the FHHRSs of some blocks (for example: "HR Gate valve x 1 no. defective" was noted for Wang Yan House (Block A)) ("Plumbing Defects");

(ii) the FASs (for example: "Alarm bell x 1 no. defective" was noted for Wang Tao House (Block B)) ("Alarm Defects"); and

(iii) the lighting in the escape staircases (for example: "Emergency fluorescent lamp x 9 nos. defective" was noted for Wang Sun House (Block C)) ("Lighting Defects").

1242. Victory Fire provided a quotation to ISS to perform repairs of the Plumbing Defects, Alarm Defects and Lighting Defects for all eight blocks of WF Court ("Plumbing Repairs", "Alarm Repairs" and "Lighting Repairs", collectively, the "FSI Repairs"). After securing the contract for the FSI Repairs works on or about 2 October 2025, the workers of Victory Fire carried out such works in October and November 2025:

(i) the Plumbing Repairs were conducted by Mr Tong Hing Lun, Mr Tong Siu Ming and Mr Tsoi Kam Lung on 16 and 17 October 2025;

(ii) the Lighting Repairs were conducted by Victory Fire's subcontractor Mr Leung Man Zong on 17 to 19, 22, 24 to 26 November 2025; and

(iii) the Alarm Repairs were conducted by Mr Wong Kin Wa and Mr Li Chun Yin on 19 November 2025, and by Mr Li himself on 21 November 2025.

1243. Mr Tong Hing Lun first discovered that the FS tanks of Wang Yan House (Block A), Wang Tao House (Block B) and Wang Sun House (Block C) were empty on 16 October 2025. In particular, when he was testing the newly repaired parts of the Plumbing Repairs in Blocks A to C, he discovered that no water came out of the FHHRSs. Accordingly, he proceeded to check the FS tanks at the rooftop of those blocks and discovered that they were empty. He also found that the tiles were already placed in the FS tanks.

1244. According to Mr Tong Hing Lun, he informed Mr Chung Kit Man on that day, who then instructed Mr Tong to ask Mr Lam Man Yan of ISS whether an SDN had been submitted.

1245. Mr Tong Hing Lun's evidence is that he then enquired with Mr Lam Man Yan of ISS, and was told that SDNs had been submitted for renovation of the FS tanks of all eight blocks, and all the water in the FS tanks had been drained for such works. Mr Lam did not deny this conversation. Mr Tong said that he then relayed this message back to Mr Chung Kit Man.

1246. The next day, on 17 October 2025, the same three persons went to Wang Kin House (Block D), Wang Tai House (Block E), Wang Cheong House (Block F), Wang Shing House (Block G) and Wang Chi House (Block H) to complete the Plumbing Repairs of those blocks. When they tried to test the newly repaired parts of the Plumbing Repairs in those blocks, they noted that no water came out of the FHHRSs. Given what Mr Tong Hing Lun had been told by ISS the previous day, they did not go to check the FS tanks of those blocks and left WF Court.

1247. At this stage, Victory Fire had reached an impasse preventing completion of the Plumbing Repairs. The last stage of the repairs required Victory Fire to issue an FS251 certificate, which could only be done after tests were conducted on the newly repaired parts of the FHHRSs with water supply from the FS tanks.

1248. The Committee then has to examine the steps that Victory Fire took to ensure it could complete the repair works (including testing) as soon as possible.

1249. The WhatsApp conversation between Mr Chung Kit Man and Madam Cheng Tsz Ying of ISS on 9 October 2025 recorded that the FSD had urged ISS to complete the repair works identified at the annual inspection as soon as possible.

1250. According to Mr Chung Kit Man, after he was informed by Mr Tong Hing Lun that the FS tanks were empty on 16 October 2025, he deduced that the upfeed pumps were switched off (otherwise water would be pumped from the transfer tanks and fill the FS tanks), and in all likelihood the FS pumps were also switched off (as this was common practice).

1251. Mr Chung Kit Man further explained that, on 17 October 2025, he made a phone call to Madam Cheng Tsz Ying of ISS at 12:06 hours, in which he asked whether SDNs had been submitted. According to him, Madam Cheng replied in the affirmative, explaining that there were works to the FS tanks. Mr Chung then requested Madam Cheng to give him a copy of the SDNs (with a completed Part III verifying the resumption of the FSI) and the relevant FS251 certificates upon completion of the works to the FS tanks. According to Madam Cheng's call records, there was indeed a call with Mr Chung on 17 October 2025 for about one minute six seconds. However, Madam Cheng could not recall the contents of that call.

1252. It is not disputed that on 17 October 2025, Mr Chung Kit Man did not receive any copy of the SDNs from Madam Cheng Tsz Ying.

1253. On 22 October 2025, Madam Cheng Tsz Ying sent Mr Chung Kit Man a photo of a letter from the FSD requesting that the FSI defects be repaired and the FSIs be resumed as soon as possible. Mr Chung replied "*understood*".

1254. On 28 October 2025, Madam Cheng Tsz Ying followed up with Mr Chung Kit Man, asking when Victory Fire could come to WF Court to finish the repairs. Mr Chung then enquired whether the FS tanks had been re-filled with water since the repairs could not be completed without that procedure, to which Madam Cheng then replied that the FS tanks had been refilled with water. No evidence of the re-filling of the FS tanks was provided to Mr Chung at that stage.

1255. Mr Chung Kit Man accepted that, between 17 October 2025 (when he spoke with Madam Cheng Tsz Ying) and 17 November 2025 (when the remaining repairs began), he did not ask Madam Cheng for a copy of the SDNs.

1256. According to the WhatsApp records, on 5 November 2025, Mr Chung Kit Man notified Madam Cheng Tsz Ying that the remainder of the FSI Repairs (i.e. the Lighting Repairs and the Alarm Repairs) would be conducted on or about 14 November 2025. Those repairs began on 17 and 19 November 2025 respectively.

1257. On 19 November 2025, Mr Wong Kin Wa and Mr Li Chun Yin arrived at WF Court to conduct the Alarm Repairs. To avoid electrocution, they went to the FS pump rooms to turn off the master power switches. Yet, when Mr Li entered the FS pump rooms of all eight blocks, he discovered that the master power switches had already been turned off.

1258. Accordingly, both Mr Wong Kin Wa and Mr Li Chun Yin appreciated at the time that the FHHRSs and the FASs were disabled. Upon discovery, Mr Li reported to Mr Leung Man Zong (subcontractor of Victory Fire) and Madam Cheung (a clerk of Victory Fire) in a WhatsApp group that the FS pumps of at least seven blocks had been switched off.

1259. According to Mr Chung Kit Man, Madam Cheung then spoke with Mr Li Chun Yin, and then specifically relayed that message to Mr Chung. He instructed his staff to continue with the Alarm Repairs. However, he understood that Victory Fire would not be able to test the repaired parts (and therefore complete the repairs) yet.

1260. Around this time, Mr Wong Kin Wa also discovered that the upfeed pump in Wang Shing House (Block G) had been dismantled, and that the pump switches for the upfeed pumps had been switched off in at least Wang Cheong House (Block F), Wang Shing House and Wang Chi House (Block H). He took videos recording the aforesaid. Mr Chung Kit Man was made aware of this. He testified that he realised by then that the works to the FSI at WF Court were not limited to the FS tanks, but since he was

not sure exactly what works were being conducted, he instructed his staff to inform Madam Cheng Tsz Ying about their discovery.

1261. Thereafter, Mr Wong Kin Wa testified that he went to ask Madam Cheng Tsz Ying about the situation, and was told by Madam Cheng that works were being done to the FSI and that was why the master power switches were turned off. According to Mr Wong, Madam Cheng informed him that PC&E found its own RFSIC to shut down the systems. Mr Wong said that he asked if they had submitted SDNs and asked to see a copy. He said that Madam Cheng could not find them at the time.

1262. Madam Cheng Tsz Ying accepts that a conversation took place with Mr Wong Kin Wa on 19 November 2025, but denies that Mr Wong had requested to see a copy of the SDNs. She accepted that Victory Fire, as the estate's regular RFSIC, ought to have been given sight of the SDNs. It did not occur to her, however, to provide them.

1263. On 21 November 2025, Mr Li Chun Yin returned to WF Court to conduct the Alarm Repairs in Wang Chi House (Block H). On that day, he noticed that the master power switch of Wang Chi House was still turned off. After finishing the repairs, he left at 15:30 hours.

1264. At around the same time, on 21 November 2025 at 14:20 hours, Madam Cheng Tsz Ying sent via WhatsApp: (i) 15 photos to Mr Chung Kit Man, with an accompanying message that those photos demonstrated the FS tanks had been re-filled with water, asking whether Victory Fire could finish the FSI Repairs and sign the FS251 certificate to the FSD; and (ii) an enquiry whether Victory Fire had installed a new upfeed pump to Wang Sun House (Block C).

1265. Mr Chung Kit Man's evidence is that, on 21 November 2025 at 15:20 hours, he made a phone call to Madam Cheng Tsz Ying to ask for the SDNs himself. However, the contemporaneous records indicated otherwise. Madam Cheng's phone records show that, on 21 November 2025, there was only one phone call from Mr Chung at 15:20 hours which was a missed call. Mr Chung's own phone records show that the alleged call (also at 15:20 hours) lasted for nine seconds only, which was more consistent with a missed call than a proper telephone conversation.

1266. When confronted with these call records, Mr Chung Kit Man alleged that Madam Cheng Tsz Ying returned a call to him at 16:57 hours. However, his own phone records show that that alleged call lasted only six seconds, which is even shorter than the alleged call at 15:20 hours, and it is all the more unlikely for any conversation of any substance to have taken place then.

1267. Due to these objective contemporaneous records, the Committee has no choice but to reject Mr Chung Kit Man's evidence that he called Madam Cheng Tsz Ying to ask for the SDNs on 21 November 2025. That finding does not, however, carry over to Mr Wong Kin Wa, whom the Committee finds to be a reliable witness. His evidence that he asked to see the SDNs on 19 November 2025 stands on a different footing.

1268. Counsel for ISS attacks the credibility of Mr Wong Kin Wa's evidence on the ground that he had raised new materials in his oral testimony which had not been included in his witness statement. Further, if Mr Wong had asked for a copy of the SDNs, Madam Cheng Tsz Ying should have had no difficulty in retrieving the same from ISS's computer system.

1269. The Committee prefers to accept Mr Wong Kin Wa's evidence on the balance of probabilities. First, as supported by the contemporaneous WhatsApp communication records, there is no serious dispute that Mr Wong did find out that the master power switches had been turned off. Under such circumstances, copies of the SDNs were the obvious thing for an RFSIC to request in the circumstances. Second, as elaborated in various parts of this Chapter, the lax and casual manner in which the staff of ISS were dealing with the FSIs' matters undermine the credibility of Madam Cheng Tsz Ying's evidence in this regard. In any event, as demonstrated below, it is not necessary for the Committee to resolve this factual dispute in assessing the responsibilities of the parties for the tragic fire.

1270. At this juncture, it should be noted that the photos sent by Madam Cheng Tsz Ying to Mr Chung Kit Man on 21 November 2025 were in fact photos of the FS tanks taken on a range of dates from 20 August 2025 to 13 November 2025 according to the dates shown on the photos themselves. The fact that some of the photos were outdated was apparent on their face. Moreover, Mr Tong Hing Lun had observed on 16 October 2025 that the FS tanks of at least Wang Yan House (Block A), Wang Tao House (Block B) and Wang Sun House (Block C) were empty.

1271. Mr Chung Kit Man testified that, when he received the photos, he realised that they were outdated. He, however, did not ask Mr Wong Kin Wa or Mr Li Chun Yin to check the FS tanks because the pumps had been switched off anyway so the FHHRSs would not have operated in any event.

1272. With a view to explaining why she sent outdated photos, Madam Cheng Tsz Ying said that she sent these photos to Mr Chung Kit Man to see if these were sufficient proof for Mr Chung's purposes that the

FS tanks had been re-filled with water or whether he needed other assistance as well before he could issue the FS251 certificates.

1273. Based on the evidence as summarised above, the Committee agrees with the submissions of Mr Dawes SC that both Victory Fire and ISS had a role and should bear responsibility in the failure to rectify the shutdown of the FASs. While factual disputes exist between these parties, the Committee's findings do not need to rest on the resolution of these disputes.

1274. As to Victory Fire, it was the RFSIC engaged to conduct the annual inspection and subsequent repair works. It was duty-bound to complete the FSI Repairs with due diligence and to notify the FSD of any situation which put the buildings in jeopardy in the event of fire. However, it acted passively, and failed to ensure that the FSIs were fully operational or would resume full operations as soon as possible:

(i) As early as October 2025, Victory Fire already demonstrated a passive attitude in the repairs, requiring repeated chasers from ISS as to when it would begin, resume, and complete, the works.

(ii) After discovering that the FS tanks were empty in October 2025, Victory Fire failed to ensure that it saw a copy of the relevant SDNs, in order to satisfy itself that another RFSIC was indeed supervising the relevant works to the FS tanks and the relevant fire safety risk was being assessed by the RFSIC and notified to the FSD.

(iii) There are factual disputes as to whether or not Victory Fire had ever asked for a copy of the SDNs. It is telling that

Victory Fire never saw fit to put its request for the SDNs in writing, despite the seriousness of the situation.

(iv) Besides, if Victory Fire did request for the SDNs but none was provided, Victory Fire should have proactively reported the matter to the FSD or taken steps to reinstate the FHHRSs and the FASs.

(v) Victory Fire discovered that the master power switches in the FS pump rooms had been turned off on 19 November 2025. Victory Fire knew that FS tank repairs did not require the master power switches to be turned off. This was a significant red flag that should have prompted immediate proactive action. If ISS failed to give a timely response backed by supporting documents (including by providing a copy of the SDNs), Victory Fire should have reported the matter to the FSD itself.

1275. Victory Fire's attitude is best summarised by the words of Mr Chung Kit Man himself. He said that since there was another RFSIC in charge, it was not his place to interfere and to teach the other contractor how to do its work (the original Chinese testimony reads: "*佢已經搵咗另外一間做 …唔好教人做嘢，唔係自己嘅嘢*"). That was despite the fact that he sensed that there was "*something wrong*" (the original Chinese testimony reads: "*我自己覺得唔妥都好*").

1276. However, that decision contravened the requirement in the FS 2021 Shutdown Circular, which provides that if an RFSIC discovers a situation that "*may, in the event of fire, put the entire building in jeopardy*", written notification must be submitted to the FSD.

1277. Victory Fire knew that the FASs and FHHRSs were turned off. Mr Chung Kit Man sensed that something went wrong. Taking its case at its highest, all Victory Fire did was to request a copy of the SDNs filed by another RFSIC. That was plainly not enough, not least because (as it is undisputed) ISS never gave Victory Fire any copy of the SDNs before the fire. Had Victory Fire discharged its duty, it should have sought to re-activate the FASs for the time being until the situation was fully understood, or should have at least notified the FSD that the fire alarms had been disabled apparently for a prolonged period. Had it done either, the FASs could have been operational on the day of the fire.

1278. As for ISS, it should not have simply relied on Victory Fire. Leaving aside that Mr Law Kwok Shui should never have touched the master power switches in the FS pump rooms, ISS is responsible for the following failures:

(i) First, ISS should have ensured that, where multiple contractors were engaged, they were each aware of the status of the works. Whether or not Victory Fire had requested a copy of the SDNs, ISS should have proactively informed Victory Fire of the progress of the works in writing, and should have provided the SDNs and any other official record to Victory Fire so that it understood the position. That was the obvious and responsible thing for the management office to do.

(ii) Second, the sending of outdated photos to Mr Chung Kit Man on 21 November 2025 was unhelpful, to say the least. The reporting mechanism to the FSD is not simply a paper-filling exercise, but seeks to ensure that the FSIs have truly been repaired and the relevant fire safety risks properly assessed by an RFSIC.

(iii) Had ISS been more proactive in ensuring that Victory Fire was aware of the scope and status of the works done to the FS tanks, this would have facilitated Victory Fire's understanding of the necessity of shutting down the various FSIs.

1279. Had Victory Fire and ISS discharged their duties, the FASs would, in all likelihood, have been restored to operation on the day of the fire.

F. FAILURES ON THE PART OF ISS

1280. In the last Section, the Committee has addressed the responsibility of ISS in respect of the shutdown of the FSIs.

1281. The Committee is certainly disappointed that ISS, being a PMC, would have allowed the mistake of turning off the power supply of the FASs to have occurred.

1282. Regulation 7(1) of the FS(I&E)R provides that no person other than a RC shall maintain, inspect or repair any FSI which is installed in any premises. Code A(3) of the Code of Conduct on Handling Fire Safety Work issued by the Property Management Services Authority ("PMSA") in April 2024 also contains the same provision. This is "basic knowledge" to PMCs. There was therefore absolutely no reason for the staff of ISS to give instructions to its technicians to assist PC&E to do anything in relation to the FSIs.

1283. What is so disturbing is the casual attitude on the part of the staff of ISS in dealing with matters relating to the FSIs which have serious safety implications. They simply failed to appreciate the danger concerned.

They allowed the technicians of ISS to operate the FSIs without any sense of alertness. They just followed the instructions of PC&E without raising any queries. Further, they did not pay attention to details relating to the posting of notices informing the residents about the shutting down of the FHHRSs. Though the repair works of the FS tanks remained the responsibility of PC&E and its RFSIC (i.e. China Status), it is certainly unsatisfactory that ISS did not take any active steps to ensure that proper notification had been given to the residents. It speaks volumes about their working attitude.

1284. Further, there was a lack of proper supervision over the technical works at WF Court. Mr Lam Man Yan, the Technical Officer of ISS who was in charge of all the general technical works at WF Court, knew full well that it was unlawful for ISS to operate the FSIs. Though Mr Lam was not working in WF Court in the period from 2 April to 7 October 2025, the Committee finds it surprising that there was no proper system of supervision in the office of ISS supervising the work of the less-qualified technicians during that period.

1285. Even if Mr Lam Man Yan was working in WF Court at the relevant time, the result would have been the same. According to the work flow system by that time, job orders of such nature could have been issued without notifying the Technical Officer, meaning that the technicians would have just followed the instructions issued by the management office staff in operating the FSIs without any supervision by a Technical Officer like Mr Lam. Even after Mr Lam resumed working for ISS in October 2025, it did not occur to him that he should have conducted an inspection of the major technical systems in WF Court including the FSIs, or to check what works had been done in relation to those systems. Neither was there a work system requiring him to do so. The Committee is certainly disappointed by the systemic failing in such kind of work system.

1286. With the lax working environment and culture, it was very possible that the staff of ISS did not pay very much attention to any warnings given by Victory Fire about the turning off of the major power switches. As mentioned above, the responsibility of ISS does not turn on the resolution of the factual dispute relating to the communications between ISS and Victory Fire, but the Committee doubts whether the staff of ISS would have taken any warnings of Victory Fire seriously (if they had been made) given the working environment and culture in ISS management office by that time. This certainly undermines the credibility of the evidence of ISS staff in this regard.

1287. This Section will also consider two further aspects of ISS's responsibilities in relation to the Works at WF Court.

1288. First, there is the issue of smoking. As stated at the outset of this Chapter, the issue of smoking by construction workers was a recurrent problem, with a failure by PC&E and Will Power to properly handle this issue.

1289. The evidence reveals that ISS was well aware of this issue:

(i) ISS maintained a Complaints Logbook, which contained entries recording smoking complaints from as early as 29 July 2024 through to at least 24 February 2025, with the follow-up action entry typically showing that the complaints had been referred to PC&E and/or the IO; and

(ii) ISS's security guards were instructed to require workers to stop if seen smoking on patrol, and "no-smoking" notices were posted by the security guards in the common areas and by PC&E on the scaffold and external walls.

1290. However, Madam Cheng Tsz Ying acknowledged that the situation did not improve. She considered that the front-line staff did not have the power to, and in practice could not, control what PC&E's construction workers did.

1291. The response of ISS to smoking complaints once again reflects an attitude of passivity. There was no point in simply relaying the complaints to PC&E. Had ISS (in its capacity as the PMC at WF Court) proactively reported the prevalence of smoking by workers to the LD, it would have given more legitimacy to the complaints and made it known to the LD that this was a serious and recurring issue. This might have led to the LD's enforcement action.

1292. Second, there is the issue about the access openings in the escape staircases. ISS's evidence was that they were aware of the access openings in WF Court. Madam Cheng Tsz Ying said that she became aware in about August 2024 that PC&E had converted some staircase windows into access openings. She explained that ISS's only instruction to its security guards regarding the access openings was to lock any of those openings that were found unlocked, on the ground of security rather than fire safety. Madam Cheng also acknowledged that ISS was not particularly aware of the fire safety risks that such access openings would bring, since Will Power had been engaged as consultant and it was believed that Will Power would exercise its professional judgment regarding any such risks.

1293. It is understandable that ISS relied on Will Power's professional judgment. However, the Committee agrees with the submission of the Legal Team that ISS should still have been alert to the risk of fire. According to ISS's Security Manual, a purpose of patrolling by security guards is to prevent and detect risks of fire. It was noted that security guards patrolling should pay particular attention to areas with scaffolding. Further, according to the same Security Manual, one of the

matters to which security guards patrolling should pay particular attention is to check whether the fire doors to the escape staircases are all properly closed. The purpose of this was to ensure that the escape staircase remained an enclosed area that can properly provide a safe passage for residents to escape in a fire. The access openings would defeat this function and ISS should have been alert to such issue. ISS could and should at least have raised the issue with the new MC, PC&E or Will Power, failing which it should have reported the issue to the ICU. Yet, ISS did nothing about the access openings.

1294. By reason of the above matters, whilst ISS is not the primary entity responsible for the issues of smoking and creation of access openings, it should have acted more proactively to address those issues.

1295. At all material times, Mr Lai Wing Lee was the Property Manager employed by ISS to be responsible for the management of ISS's office in WF Court. ISS had not asked Mr Lai to provide any witness statement to the Committee. Mr Lai had only provided a very brief statement to the Police on 4 December 2025, denying, amongst other things, any knowledge of the shutdown of the FASs or China Status as an RFSIC submitting the SDNs in respect of the repair works for the FS tanks. According to Mr Lai, PC&E was solely responsible for the execution of such repair works.

1296. The Committee has not had the opportunity to consider whether Mr Lai Wing Lee should be held responsible for the lax working culture and the lack of proper supervision system as mentioned in the preceding paragraphs. Yet, this Report will be incomplete without mentioning Mr Lai's role as the head of the management office at the material time.

G. FAILURES ON THE PART OF THE FORMER AND NEW MCs OF WF COURT (IF ANY)

1297. According to some of the residents testifying at the Evidential Hearing, they were not satisfied with the Former MC and the New MC. The residents felt that both MCs did not do enough to prevent the occurrence of the fire. Hence, the Committee has to examine their roles and involvements in the execution of the Works.

1298. Before the fire, many residents had lodged complaints about smoking by workers in WF Court. Some other residents had also expressed concerns about the risk of: (i) carrying out the Works in all the eight buildings at the same time; (ii) using combustible foam boards to cover the windows; (iii) creating access openings in the staircases; and (iv) using scaffolding nets of sub-standard quality to replace those damaged in the typhoons. One resident had queried why the Former MC and the New MC had allowed PC&E to erect bamboo canopies in the walkways outside the buildings, instead of steel canopies as agreed in the Works Contract. He believed that if steel canopies had been erected, it might have prevented the blockage of the escape routes on the ground floors caused by the falling bamboo sticks during the fire.

1299. In this regard, Mr Tony Tsui and Mr Kong Cheung Fat testified about the measures that had been taken by the Former MC and the New MC, in particular the latter, in response to these concerns. As mentioned above, Mr Kong was member of both the Former MC and the New MC, whilst Mr Tsui was the Chairman of the New MC.

1300. According to the minutes of the various works progress meetings and the contents of the WhatsApp Groups relating to the Works, both the Former MC and the New MC had expressed the concerns of the residents to the representatives of PC&E, Will Power and ISS.

1301. On the complaints about smoking, it is very clear that the New MC had pressed PC&E to solve the problem. Mr Kong Cheung Fat even suggested that if the problem persisted, PC&E itself should be fined for smoking by its workers.

1302. For the building procedure of carrying out the Works at all the eight buildings simultaneously, the Committee has already addressed this issue in sub-section B5 above. It remained the responsibility of the building professionals to advise the homeowners (including the MC) about the safe procedures to be adopted in the execution of the Works at WF Court.

1303. For the use of the foam boards, the Committee has already set out in sub-section C2 above the effort made by Mr Tony Tsui to ensure the safety of the foam boards used in the Works. Mr Tsui, only a layman, had already done some research on the foam boards himself, but it remained the ultimate responsibility of PC&E and Will Power to use safe materials in the execution of the Works at WF Court.

1304. Regarding the concern relating to the scaffolding nets, there is no dispute that, under the terms of the Works Contract, PC&E had to use scaffolding nets with fire-retardant properties. [redacted] There is no evidence suggesting that the MC (whether the former or the new one) knew of the improprieties involved. Indeed, the evidence indicates that the MC was itself misled. For example, on 8 November 2025, a works progress meeting was held in which Will Power reported that the ICU inspected the scaffolding nets and confirmed that they were compliant with fire-retardancy standards.

1305. Regarding the creation of the access openings, it has already been mentioned in Section D above that Mr Tang Kwok Kuen, Chairman of the Former MC, did raise the safety concern to PC&E and Will Power, but there was no follow-up on the matter. In fact, lay person may not be able to appreciate the risks associated with the creation of such kind of openings in the staircases.

1306. For the steel-covered walkways agreed to be constructed under the Works Contract, the evidence indicates that the MC withheld payment because the steel-covered walkways had not been constructed. In any event, there is no evidence to suggest that steel-covered walkways would be able to keep the escape passageway free from obstruction under a fire of such scale. Further, MC members, being all lay persons, would not have been able to know how steel-covered walkways would make the building safer in the case of fire.

1307. In the opinion of the Committee, there is clear evidence (as shown in the minutes of the various works progress meetings and the messages in the various WhatsApp groups) that the Former MC and the New MC had raised the concerns of the residents to PC&E, Will Power and ISS. For some of the risks which were less obvious, the members of the MC were entitled to rely on the building professionals that they would perform the Works safely. Further, they were entitled to assume that the regulators were also monitoring the works of the building professionals. For example, every one conducting a site visit should have been able to see that: (i) all the buildings were covered by scaffolding nets; (ii) the Works were carried out in all eight buildings simultaneously; (iii) most of the windows of the units were covered with foam boards for a long period of time; and (iv) there were access openings in the staircases. The ICU, the FSD and the LD visited WF Court on numerous occasions. If they did not find these matters problematic, one cannot expect the MC members, who

are only homeowners with no technical background, to take further action in relation to the same.

1308. Members of the MC are not building or property management professionals. They are only homeowners elected by others to represent them in running the affairs of the buildings. Like other homeowners, they should be entitled to rely on the judgment of the professionals relating to the execution the Works and the running of building affairs in WF Court. As the Committee sees it, imposing unrealistic and onerous duty on the members of the MC making them accountable for something which are quite beyond their control or expertise would simply discourage homeowners from taking part in running the affairs of their own buildings, which may not be desirable in overall management of the buildings.

1309. With no technical background, it would be extremely difficult for homeowners (including the MC members) to understand all the technical matters relating to the execution of the Works and the terms in the Works Contracts. The Committee will address this issue further in sub-section C3 of Chapter 14 about the measures that can be taken by the Government and professional bodies in assisting homeowners in this regard.

H. CONCLUDING REMARKS ON THE RESPONSIBILITIES OF THE CONTRACTORS AND PRIVATE PARTIES TO THE WORKS AT WF COURT

1310. In conclusion, PC&E and Will Power deserve the most severe criticisms from the Committee. They were fully aware of the fire risks associated with all the factors responsible for the cause of the fire, its rapid spread and the resulting high casualties. They ignored all the complaints and safety concerns in executing the Works at WF Court. Most

unfortunately, all these safety concerns and risks materialised in the end resulting in one of the most devastating infernos in the history of Hong Kong.

1311. Their conducts were not just mere oversights or negligence. The evidence presented in the Inquiry clearly shows that they deliberately cut corners in numerous aspects [redacted] By so doing, they put the lives of all the residents in WF Court at risk. Maximising their financial gains was all they cared about.

1312. All these happened when Will Power was the consultant bearing the responsibility of supervising the execution of the Works at WF Court.

1313. PC&E and Will Power received remunerations for the services they provided. The contract sum of the Works Contract was about HK$336 million. Yet, they betrayed the trust that the homeowners and residents had placed on them in protecting their lives. PC&E and the persons responsible for its management (including Mr Hau Wa Kin and Mr Gordon Ho), Will Power and the person responsible for its management (i.e. Mr Jason Wong) and Mr Wilson Ng (being the RI for the Works) will be [redacted] the main culprits accountable for the loss of the innocent lives in the fire.

1314. Equally culpable are Gain Profit and the person responsible for its management (i.e. Mr Chan Yiu Fai), and China Status and the person responsible for the dealing with PC&E (i.e. Mr Leung Ping Kay) and the QP responsible for signing the SDNs (i.e. Mr Alex Yim).

1315. [redacted]

1316. China Status is an RFSIC entrusted with the statutory duty to oversee the proper functioning of the FSIs in buildings which are crucial in the case of fire. By agreeing to act as dummy RFSIC submitting the SDNs, it failed to discharge the crucial duty in supervising the shutdown of the FSIs, thereby putting all the lives of the residents at risk in the case of fire. Unfortunately, the FASs were shut down without anyone noticing it, and the non-functioning of the FASs on the day of the fire jeopardised the chance of survival of all those trapped inside the buildings during the fire. China Status also failed in its duty to review: (i) whether any shutdown of the FSIs was necessary for the execution of the Works at WF Court; and (ii) if such shutdown was necessary, whether the period of the shutdown was appropriate taking into account the safety of the occupants of the buildings. Mr Alex Yim should bear equal responsibility as he was the QP signing the SDNs.

1317. What is also so alarming is that, as admitted by Mr Leung Ping Kay, this kind of "rubber-stamp" arrangement did not just apply to WF Court, and China Status did provide similar services to other BMR projects.

1318. ISS had made a serious mistake in allowing its staff to turn off the power supply to the FASs, jeopardising the chance of early evacuation by the residents in the burning buildings. Other matters raised in Section F above also undermines the professional credibility of ISS as a PMC entrusted by homeowners to run the affairs of buildings under large-scale BMR works. The PMSA may consider taking appropriate follow-up action after the publication of the findings of this Inquiry.

1319. As compared with the other parties mentioned above, the responsibility of Victory Fire can be considered as less serious. Victory Fire should perhaps be criticised for its passivity in dealing with fire safety issues which are matters of serious concern. The Committee appreciates that Victory Fire was not the RFSIC filing the SDNs. Yet, when it noticed something of serious safety concern when it was performing its works as an RFSIC, it should have actively followed up on the matter. Instead, it did not actually pursue on the matters relating to the SDNs after it first raised with ISS.

1320. Further, it was also revealed in the Evidential Hearing that Mr Chung Kit Man, the engineer responsible for signing the FS251 certificates, had not personally attended WF Court whether at the time of the carrying out of the annual inspections in March 2025 or the FSI Repairs works in October and November 2025. Mr Chung relied on the information provided by the staff of Victory Fire in signing the FS251 certificates. This was certainly undesirable. As a fire safety professional qualified to sign the FS251 certificates, he should have attended the site from time to time to verify the information provided to him by his staff. As there is no issue on the accuracy of such information in this case, it is only fortunate that Mr Chung is not held responsible for any wrong information provided in the FS251 certificates. However, as FSIs are so crucial in protecting the residents living in multi-storey buildings in the case of fire, all fire safety professionals should treat their duties under the FSO and its

subsidiary legislations seriously, and great care should be exercised before signing any statutory forms.

1321. Having determined the responsibilities of the contractors and other private parties to the Works at WF Court, the Committee will turn to examine the responsibilities of the Government bodies in the next Chapter.

CHAPTER 11
RESPONSIBILITY AND ACCOUNTABILITY OF GOVERNMENT BODIES RELATING TO OVERSIGHT OF FIRE RISKS ASSOCIATED WITH THE WORKS AT WF COURT

A. OVERVIEW

1322. This Chapter will analyse the responsibility and accountability of various Government departments and public body involved in oversight of the fire risks associated with the Works at WF Court.

1323. The Committee has received evidence of a large volume of complaints by WF Court residents to various Government departments. There are serious questions as to whether hazards that ordinary citizens recognised as fire risks were adequately investigated by the bodies charged with oversight. Complaints were passed from one Government department to another, and ultimately left without satisfactory resolution. The end result was that no Government department took effective ownership of various fire safety issues, and complaints about fire hazards fell into a vacuum.

1324. The oversight of the fire risks associated with the Works at WF Court is certainly regrettable, given that there were a number of building façade and construction site fires in recent years ("Previous Similar Fire Incidents") clearly demonstrating the risk of such kind of fire:

(i) The most obvious one was the fire in 24-storey Grenfell Tower in London on 14 June 2017. The fire from one of the kitchens on the 4/F of the building spread to the external wall of the building, which then ignited the building's exterior aluminium composite material rainscreen cladding and foam insulation, causing the blaze to race up the building

and engulf all four sides within hours. The primary physical cause of the rapid spread was the combustible nature of the exterior cladding and insulation installed during a recent refurbishment. That inferno claimed a total of 72 lives.

(ii) The second one was the fire in the Mariners' Club construction site in Tsim Sha Tsui on 2 March 2023. That fire occurred in the construction site of a new hotel building. According to the investigation report of the FSD, the believed cause was the sparks and heat from electrical faults of a mitre saw machine at the rooftop of the building, which ignited the accumulated sawdust therein and in turn set fire to the same and nearby combustibles. The fire alarm was raised to No 4 on that occasion. Two persons were injured during the fire.

(iii) The third one was the façade fire on 18 October 2025 in the scaffolding covering Chinachem Tower in Central which was a commercial building under BMR works by that time. According to the investigation report of the FSD, the believed cause was the ignition of a quantity of miscellaneous articles at the interconnected alleyway on 1/F between the Chinachem Tower and the adjacent building caused by the disposal of lighted smoking material, which in turn set fire to the same and the nearby combustibles. Chinachem Tower was by then covered by scaffoldings and protective nets and the fire spread to the external wall of Chinachem Tower and a few units in a nearby building. The fire alarm was raised to No 3 on that occasion. Four persons were injured during the fire.

(iv) The less obvious ones were the fires referred to by Professor Usmani: the first one was the fire in King's Cross Station in London on 18 November 1987 causing 31 deaths, and the second one was the Garley Building fire in Hong Kong on 20 November 1996 causing 41 deaths. According to Professor Usmani, both incidents provide some insight about the possibility and the risks of accelerated vertical spread of fire in the case of an inclined chimney (which happened in the King's Cross Station fire) and a lift well (which happened in the Garley Building fire). The latter fire was originated from welding sparks during BMR works.

1325. Whilst one may say that the chimney effect demonstrated by the King's Cross Station fire and the Garley Building fire may not have been appreciated by persons other than specialists, the first three fires clearly demonstrate:

(i) Façade fires may occur in the external wall of a building, in particular during the execution of BMR works.

(ii) The fire risk in construction and BMR sites is extremely high due to the presence of a lot of combustible building materials.

(iii) It is important that building materials in the external walls of the buildings under construction or renovation should have fire-retardant properties due to the possibility of the rapid spread of the fire in the building's exterior.

(iv) There is always a risk that building façade fire may spread to a nearby building.

(v) Disposal of lighted smoking material can cause a huge fire in construction and BMR sites.

1326. In the case of fire in residential buildings under BMR works, there is a real risk of high casualties as many occupants are still living in their residential units. Even lay persons can appreciate the fire risk associated with BMR works (as demonstrated by the safety concerns repeatedly expressed by a large number of residents in WF Court), and so regulatory authorities cannot possibly argue that they are not aware of the fire risk and the possible consequences of fire in BMR sites. The same can be said about the other building professionals, fire safety engineering professionals and building management professionals involved in this case.

1327. It is true that, as demonstrated in certain parts of this Chapter, the Government had taken some precautionary measures such as issuing the BD 2023 Circular and the BD October 2025 Circular after the Mariners' Club fire and the Chinachem Tower fire respectively. However, these proved to be wholly inadequate to remove the fire hazards present in the BMR site in WF Court.

1328. As clearly set out in the last Chapter, the private contractors and consultants had deceived the regulators. However, as rightly observed by Mr Dawes SC, deception succeeded because the regulators' own practices enabled it: the ICU's inspections were pre-announced, giving time to stage compliance, and across multiple departments, the documents relied upon were supplied by the very parties under scrutiny, and were accepted without verification. In each case, the regulator's reliance on the good faith of the regulated parties left obvious fire hazards uninvestigated. A regulatory system that can be defeated by the say-so of those it supervises is not an effective system of supervision.

1329. No supervision system is perfect. However, lax enforcement by the relevant regulatory authorities would inevitably lead to poor, lax and substandard performance by corresponding parties in the private sector. The residents in WF Court and the general public would have a legitimate and reasonable expectation that the regulators could have done more to protect their safety during the execution of BMR works, and the evidence in the present case clearly shows that the regulators' performance fell below that standard. The failings were systemic and pervasive. They cannot be ignored.

1330. The Committee will examine the deficiencies and failings of the various Government bodies in the following order: (i) the BD and the ICU (in Section B); (ii) the FSD (in Section C); (iii) the LD (in Section D); and (iv) other Government bodies and public body(in Section E). The Committee will give its concluding remarks in Section F.

B. THE BD AND THE ICU

1331. The BD is the authority responsible for the regulatory regime over the building works control systems (including standard setting) and the building professionals responsible for carrying out BMR works. As the buildings in WF Court are Subsidised Buildings, the actual supervision of the Works at WF Court had been delegated to the ICU under the Office of the PSH.[112] Under such circumstances, it would be appropriate for the Committee to consider the responsibilities of the BD and the ICU together.

112 The history of the establishment of the ICU, its role and function and its relationship with the BD have been fully set out in Section C of Chapter 9.

1332. Having carefully considered the evidence, the Committee takes the view that the BD and the ICU, as the two entities primarily responsible for supervising the execution of the Works at WF Court, had failed in their supervisory duties in ensuring the safety of such works. These failings were systemic and multi-layered touching on both policy and operational levels:

(i) placing too much reliance on the integrity of the building professionals in designing the system of supervision;

(ii) failing to pay proper heed to the risk and tragic consequences of fire in BMR sites in designing the supervision system;

(iii) failing to ensure that there was adequate regulation of "temporary building materials" used in BMR works in the façades of the buildings;

(iv) failing to handle the complaints properly and to carry out proper investigations following the complaints;

(v) failing to carry out the regulatory duties properly and seriously on the operational level; and

(vi) failing to maintain good coordination between the BD and the ICU relating to the enforcement of the regulatory regime and failing on the part of the BD to conduct proper audit of the works of the ICU.

1333. The Committee will examine these failings in turn.

B1. Placing too much reliance on the integrity of the building professionals in designing the system of supervision

1334. As discussed in Chapter 9, there are two building works control regimes which are relevant in the case of the Works at WF Court: the one under the MBIS and the one under the MWCS.

1335. It is clear from the evidence in the Inquiry that Will Power and Mr Wilson Ng (being the project consultant and the RI respectively) and PC&E (being the RC) had approved and used unsafe building procedures and unsafe building materials respectively in the execution of the Works at WF Court which resulted in the rapid spread of the fire. These unsafe procedures include the use of scaffolding nets and canvas with no fire-retardant properties, the creation of access openings in the escape staircases and the use of foam boards to cover the windows of the residential units. As mentioned in Sections B and C of Chapter 9, unless there were complaints, there was virtually no site inspections by the regulatory authorities during the execution of the BMR works either under the MBIS or the MWCS regime. In other words, the adoption of these unsafe building procedures and the use of unsafe building materials had remained undetected, and the regulatory authorities had missed the opportunity of removing the corresponding fire hazards in the BMR site in WF Court.

1336. In designing the regulatory regime, the BD has adhered to the principle that the responsibility of ensuring the safety of the execution of the BMR works lies mainly with the relevant PBPs and RCs. Hence, prior to the fire, the works control procedures of both the MBIS works and the MW were designed in such a way that the RI and the RC are only required to give notices or to file works submissions to the supervisory authorities only before the commencement of the works and after the completion of the works. The supervisory authorities would then conduct document review by sampling documents to check that the documents are

prima facie complete. Only a small portion of these notices or submissions would be selected for actual site inspections. Even in such cases, the purpose of the pre-works inspection is to ensure that there is no unauthorised commencement of works, whilst the purpose of the post-works inspection is to ensure that the final works comply with the provisions in the BO. In other words, unless there is complaint lodged, there is no actual site inspection conducted with the purpose of ensuring the safety of the BMR works. In the opinion of the Committee, this is a significant systemic failing which is totally unacceptable.

1337. Under the pre-fire supervisory regime, the ICU (or even the BD) had no mechanism to properly supervise the work of the RI. In fact, the RI first nominated for the BMR project in WF Court was Mr Shum Kui Chung. He died in July 2022. The evidence shows that the ICU was not aware of such fact until it dealt with a complaint in September 2024. With such a loose system of supervision, one would not be too surprised by this. Yet, it makes a mockery of the whole regulatory regime when the supervisory authority only found out about the death of the RI after such a long period of time.

1338. Further, without carrying out any site inspection during the execution of the BMR works, there is no effective mechanism under the regulatory regime to properly supervise the work of the RIs.

1339. The regulators are experienced building professionals working in the BD and the ICU. In the Evidential Hearing, the witnesses from the BD and the ICU acknowledged that there are "black sheep" in the building profession. They are also aware of the risk of possible collusion between the PBPs and the RCs, and yet they put the safety of the residents of the buildings under BMR works in the hands of these people without any effective supervision at all. The fact that the building professionals in the

BD and the ICU have allowed such loose works control system to exist is indeed disturbing.

1340. The reports submitted by the Law Enforcement Agencies in respect of the TOR2 Inquiry reveal that: (i) there are widespread, systemic and longstanding practices among a sizeable number of BMR works contractors to affect the outcome of tenders for BMR works; (ii) there are indications of triad involvement in some of these cases; and (iii) tainted consultants are not uncommon in the BMR industry. There were also wide media coverage on such topic from time to time. There is therefore no excuse for the regulatory authorities to have adopted such a lax approach in not reviewing the effectiveness of the regulatory regime.

1341. Further, by adopting such building works control system, the regulatory authorities are actually putting the burden of supervising the building professionals to the residents themselves. However, ordinary residents lack expertise in large-scale BMR works and fire safety risks. For instance, upon seeing access openings in staircases, residents might not know if this was an [redacted] fire hazard so as to prompt them to complain. The ICU should not have delegated its supervisory function to ordinary residents.

1342. Another example is the treatment of plastic sheeting and canvas used at WF Court. The ICU did not investigate the fire-retardancy of those materials before the fire. They became the focus of the Government's attention only after the experts gave evidence on their lack of fire-retardancy in the Inquiry. The likely explanation is simple: since no resident had ever complained about them, under the complaints-driven approach, the fire-retardancy of plastic sheeting and canvases went unexamined. To the ICU, the absence of complaint meant there was no problem.

1343. In the opinion of the Committee, there must be some inspections for large-scale BMR works like the one in WF Court. In the Inquiry, there have been some queries whether it was a common practice in the trade to create access openings in escape staircases and to use foam boards to cover the windows of various units in the buildings. If the regulatory authorities are not conducting any inspections during the execution of the BMR works, bad and unsafe work procedures may remain undetected for a long period of time which may jeopardise the lives of many occupants still living in the buildings. Even worse, there is a real danger that such unsafe works procedures would become common trade practices which would have serious fire risk implications.

1344. The Committee agrees that no system can absolutely prevent deliberate and deceptive attempts made by unscrupulous building professionals and practitioners to circumvent regulation. Yet, with the changing landscape in the BMR sector and the presence of more and more unscrupulous players, which is common knowledge, the regulatory authorities should have at least reviewed the regulatory regime from time to time to see whether it is effective, in particular when the object of the regime is to protect the general safety of the public.

1345. By effectively handing its supervisory responsibilities in the course of BMR works to ordinary members of the public, and by relying on contractors and professionals to regulate themselves, the regulatory authorities including the BD and the ICU have failed to perform an important aspect of their supervisory responsibilities.

B2. Failing to pay proper heed to the risk and tragic consequences of fire in BMR sites in designing the supervisory system

1346. As mentioned in sub-section B2 of Chapter 9, there is a building works control system for different building works based on the nature, scale, complexity and risk levels of the building works concerned. Complicated and high-risked works, such as new buildings, A&A and demolition works, require the participation of more qualified professionals. For MW that are relatively smaller in scale, less complex and of lower risks, including repair of external walls, roofs and drainage pipes, the works may follow the simplified procedures under the statutory MWCS introduced in 2010.

1347. To reduce costs and inconvenience to the homeowners, simplified works control procedures would be adopted for MW which include all large-scale BMRs works in Hong Kong. The simplified procedures under MWCS require fewer submissions or reports to be made to the regulatory authorities. Less qualified PBP or no PBP is required for less complicated or lower risk MW.

1348. The irony is therefore the Works at WF Court, with a total value of over HK$330 million and involving the full external wall renovation of eight blocks of high-rise residential buildings occupied throughout by thousands of residents, were classified as MW rather than major works requiring the ICU's approval and consent. As rightly observed out by Mr Dawes SC, external A&A works requiring the "*renovation of facade of the whole building*" are classified as a "*high-risk*" site under Instruction No 11, Chapter 2 of the BD's SM Manual. Yet, the same works at WF Court were treated as lower-risk MW.

1349. As stated in sub-section C4 of Chapter 9, there were 48 MW submissions for the Works at WF Court, with 24 of them falling within Class I MW and the remaining 24 falling within Class II MW.

1350. In 2025, the ICU received 27,585 MW submissions. The total audit target was 1,275. This means that around 95% received no audit of any kind. Of the 1,275 audited, 1,070 were the subjects of AFC, 180 were SAC and 25 were PSAC. Even for SAC and PSAC, the site inspections would be conducted both before commencement and after the completion of the MW. Unless there were complaints which would be referred to MBIS Team for investigation, no site inspection would be conducted during the execution of the works.

1351. Since 2023, the BD has adopted a policy of conducting site safety inspections, which the ICU was unaware of until after the WF Court fire. As such, the ICU conducted no site inspections of MW whilst works were underway. However, even if it adopted the BD's 2023 policy, only approximately 0.8% of the total MW submissions would be selected for site inspections. There are serious questions as to whether this percentage is adequate.

1352. Whilst there might have been good policy consideration in simplifying the works control procedures for BMR works, the regulatory authorities have certainly failed to pay heed to the possible tragic consequences of any fire in BMR sites in designing the regulatory regime. As acknowledged by Madam Karen Cheung of the BD, the large-scale Works at WF Court involved the most dangerous type of works because people are living inside the works site. Yet, the applicable oversight might be more relaxed than that for a construction site for a new building where no one lives at all. As shown by the painful experiences of the Previous Similar Fire Incidents, casualties can be high in the case of façade fire in occupied buildings. Given the possible tragic consequences of fire

associated with BMR works, the supervisory authorities should have therefore prioritised their works and supervision according to the risk of the works concerned.

1353. The Committee notes that the BD has now reclassified most of the BMR works under Class I of the MWCS, requiring the works to be supervised by PBPs and submission of notifications and plans by the PBPs and RCs before commencement and after completion of works. However, the Committee takes the view that, since the consequences can be tragic in the case of fire during the execution of BMR works, the BD should design a new building works control system specifically to cater for the needs of and the risks associated with BMR works. For example, there must be some on-site inspections for large-scale BMR works like those at WF Court. If necessary, a separate risk assessment should be conducted before the execution of a particularly large-scale BMR project with a view to reducing the safety risks to occupants still living in the buildings.

1354. For these reasons, the Committee takes the view that there was failing on the part of both the BD and the ICU in not paying proper heed to the risk and tragic consequences of fire in BMR sites in designing the building works control system.

B3. Failing to ensure that there is adequate regulation of "temporary building materials" used in BMR works in the façades of the buildings

1355. The "temporary building materials" used in the Works at WF Court, including scaffolding nets, canvases, foam boards and toe-boards, have been found to be significant factors for the rapid spread of the fire.

1356. Whilst there may be more stringent control over, say, the building materials used for the construction of new buildings, there are certainly inadequate regulation of the temporary building materials used for the BMR works. According to the BD, their regulations have been focusing on major building materials, i.e. those involving structural elements and fire resisting functions such as concrete, structural steel, fire-rated doors, etc. For repair works involving only MW including prescribed repair works under the MBIS, the major building materials (e.g. concrete repair materials) meeting the required standards should be shown on the prescribed plans prepared by the PBPs or RCs which will be submitted to the BA for record. However, there is very little control over the temporary building materials commonly used in BMR works. Taking into account the possibility of high casualties in the case of fire in BMR sites, the lack of adequate regulation for such kind of materials is certainly unsatisfactory.

1357. One of the high-risk temporary building materials is scaffolding nets. If these nets do not possess fire-retardant property, fire can spread rapidly along the external walls of the buildings as demonstrated by the fires in Chinachem Tower and WF Court.

1358. As mentioned in sub-section B6 of Chapter 9, various codes of practice, practice notes, guidelines and circular letters issued by the BD did specify that protective materials at scaffolding should possess fire-retardant property meeting the recognised standards. Yet, there was nothing to clarify what those standards were. It was only in 2023, following the Mariners' Club fire, that the BD 2023 Circular was issued to specify that the BD 2023 Standards are acceptable recognised fire-retardant standards for protective materials used on scaffolds.

1359. Yet, there was no adequate system to supervise the compliance of such standards at the time of the fire. Madam Karen Cheung of the BD confirmed that, before the fire, the BD's own practice for checking scaffolding nets was limited to reviewing certificates. It conducted no site sampling for subsequent laboratory testing. Her evidence was understood to mean that, before the fire, the BD would check which laboratory had issued the certificate and whether it was Hong Kong Laboratory Accreditation Scheme ("HOKLAS") accredited or covered by mutual recognition. In the Evidential Hearing, Mr Dawes SC has put this description of the BD's pre-fire practice to Mr Ku Siu Ping of the ICU, who did not dispute it, though he noted that the practice was not stated in the guidelines or Practice Notes issued by the BD before the fire.

1360. The facts in this case clearly demonstrate the deficiency of the pre-fire practice. As stated in sub-section C4 of Chapter 4, the fire-retardant certificate dated 8 January 2024, which was a certificate submitted by the supplier of the nets with a view to proving their fire-retardant property, was not a genuine certificate. Obviously, there are limits of any paper-based checks. Had a spurious certificate correctly stated the name of an accredited laboratory on its face, even the BD's pre-fire practice would not have detected the fraud.

1361. Further, as shown by the on-site burning testing of the scaffolding nets on 28 October 2024 (apparently conducted by the ICU in response to complaints), there were no standard procedures or protocols set for the testing of the fire-retardant property of scaffolding nets at a works site. One test showed that a piece of scaffolding net continued to burn for over 10 seconds after the lighter was removed from the net and the flame had to be blown out. Dr Lee of the Government Laboratory testified that, based on the video of the tests on that day, she was of the opinion that there was cause for follow-up tests to be conducted in a laboratory setting.

1362. As shown in Chapter 6, the non-fire-retardant scaffolding nets played an important role in the spread of the fire. If there had been an effective system to supervise the compliance of the fire-retardant property of the scaffolding nets in place before the tragic incident, the fire might not have resulted in so many fatalities. Hence, a meaningful verification is what is required: sampling the nets actually hanging on the building and testing them in a laboratory. Unfortunately, there was no such requirement under the pre-fire practice.

1363. Systematic verification by the BD only came after the fire. The BD discovered fraudulent certificates across multiple buildings, leading to nets being ordered to be removed from some 230 private buildings. The BD subsequently introduced a new mechanism for verifying certificates as set out in PNRC 85. The Committee certainly welcomes such new initiative taken by the BD.

1364. Another high-risk temporary building material is canvas which is commonly used in BMR sites. Canvas is made of plastic material, and it has been demonstrated by the results of the experiments and tests conducted by the IFITF that it is certainly a material facilitating the spread of the façade fire in WF Court.

1365. PNAP APP-70 of the BD specifies that only flame-retardant sheeting should be used to cover "*scaffolding erected around the walls of buildings*". Subsequently, the BD 2023 Circular prescribed the BD 2023 Standards for the compliance of the fire-retardant property of the plastic sheeting covering the scaffolding. In the opinion of the Committee, PNAP APP-70 would probably also cover the use of canvas on a catch-fan. But, it may not cover other general use of canvas, such as the use of canvas to cover building materials (such as external wall tiles) which usually lay around in various places in a BMR site. In view of the fact that plastic sheeting and canvas are highly flammable materials, the regulatory authority

should consider whether there should be tighter control of all the plastic sheeting and canvas used in BMR sites.

1366. The use of plastic sheeting and canvas has not attracted a lot of attention in the initial stage of the Inquiry. The witnesses from the Government had not touched on this issue in their witness statements, and it only became a focus of the Government's attention after the experts gave evidence on their lack of fire-retardancy. In the opinion of the Committee, this shows that the regulatory authorities have not given a lot of thoughts about the danger of using non-fire-retardant plastic sheeting and canvas in BMR sites.

1367. Another temporary building material which is the subject of concern in the Inquiry is the foam boards, which had been used by the contractors to cover the windows of units in the buildings for a considerable period of time, apparently for the purpose of protecting the windows from being damaged by the hacking-off works in the external walls. Foam boards would probably not fall within the meaning of construction materials under the provisions in the BO. From the evidence in the Inquiry, the Committee has reasons to believe that WF Court was not the first BMR site where foam boards were used for such purpose. Indeed, without routine site inspections, the BD and the ICU would not have been able to know whether it was a common practice to use foam boards for such purpose.

1368. What is so undesirable is that there has been no clear guideline about the use of foam boards for such "temporary" purpose. Both Mr Tse Kam Ming and Mr Ku Siu Ping agreed that temporary use of the foam boards was acceptable. However, without specific guideline and routine site inspections, it would leave room for exploitation by unscrupulous building professionals. As shown in the case of WF Court, the windows of the units were covered with foam boards for about 15 months, a period which cannot be regarded as "temporary" in any sense.

Apart from the fact that foam boards are highly combustible materials, it would block the views of the occupants inside thereby delaying their evacuation in case of fire.

1369. The expert evidence in the Inquiry shows that there were other construction materials which provided additional fuel load for the development of the fire, including walkways used on working platforms, toe-boards and fastenings of bamboo members. According to the first reply from the DEVB to the request made by the Committee, the DEVB acknowledges that there are currently no regulations or guidelines requiring these temporary building materials to meet any particular standards of fire resistance. As indicated by the rapid spread of the fire in the case of WF Court, imposing fire-retardant or resistance requirements on these materials as far as practicable would certainly enhance safety in case of fire as they help slow down the propagation of fire.

1370. Under the pre-fire regime, the BD was mainly relying on the general statutory provisions in Regulations 3(1), 3(2) and 16 of the B(C)R to regulate the safety of the temporary building materials. To prevent further abuses and considering the possible tragic consequences, the Committee takes the view that more specific requirements should be imposed by the BD on the fire-retardant properties of various temporary building materials. A more comprehensive review should be conducted by the BD, and there should also be specific regulation and site inspections prohibiting the accumulation of temporary building materials and the related wastage materials in high-risk places (such as the scaffoldings and re-entrants) of the buildings.

B4. Failing to handle the complaints properly and to carry out proper investigations following the complaints

(I) General pattern in which the complaints were handled

1371. As demonstrated in the first two failings above, the regulatory authorities have basically adopted a complaints-driven building works control system for MW. Unless there are complaints lodged, with the exception of the BD's practice of randomly selecting not less than 20% of Class I MW cases (where SPs were submitted for audit) for site safety inspections, there are practically no site safety inspections conducted by supervisory authorities during the execution of the BMR works. It follows that the effectiveness of such kind of supervisory regime depends on how the complaints are handled.

1372. Being the authority responsible for the supervision of the Works at WF Court, it was not that the ICU was not aware of the safety concerns voiced out by the residents of WF Court. It did receive a notable number of complaints from the residents. A supervising authority that inspects only on complaint must, at the very least, properly investigate the complaints it receives. The ICU did not. Its response to the complaints received was inadequate: there were numerous instances of a failure to adequately investigate, where the ICU simply accepted the RC's and RI's explanations at face value.

1373. The list showing the 46 complaints made or referred to the ICU in the period from February 2024 to November 2025 is at **Annex 8** of this Report.

1374. From the list, one can see that there were specific complaints about various unsafe building procedures and unsafe building materials:

(i) complaints about the use of foam boards: Complaints Nos 7, 8, 11, 12;

(ii) complaints about the use of unsafe scaffolding protective nets: Ref Nos 9, 41 (which the complainant expressly referred to the Chinachem Tower scaffolding fire and warned that the nets used in WF Court were combustible) and 45;

(iii) complaint about smoking by workers: Ref No 5; and

(iv) enquiry about fire certificate requirements for the glass block wall inside the escape staircases: Ref No 44 .

1375. As demonstrated by the fire itself, these were legitimate safety concerns expressed by the residents. These should have warranted serious investigations to be carried by the responsible regulatory authority, namely the ICU in this case.

1376. Regrettably, the ICU's handling of the complaints was characterised by the following deficiencies:

(i) closing cases without meaningful investigation, as shown in the handling of Ref Nos 7 and 45;

(ii) directing complainants to the parties who were the subject of the complaint, as shown in the handling of Ref Nos 14-17, 40 and 42;

(iii) failing to address all issues in a complaint, as shown in the handling of Ref No 12;

(iv) accepting explanations without verification, as shown in the handling of multiple complaints;

(v) refusing to disclose key information about certain BMR projects, (e.g. the identity of the RI), as shown in the handling of Ref No. 20; and

(vi) declining to address the complaints for reason the matters were not under their purview, as shown in the handling of Ref Nos. 27, 34, 35 and 40.

1377. Taken together, these deficiencies hollowed out the one safeguard on which the ICU's complaints-driven system depended. Complaints were closed without investigation, answered without addressing the concern raised, or redirected to the very parties complained of. Complaints were the sole trigger for action by the ICU, yet when they were made – as they repeatedly were at WF Court – they were not properly investigated.

(II) No proper investigations relating to the use of foam boards

a. The ICU's knowledge of use of the foam boards

1378. The ICU first received information about foam boards being used to cover windows at WF Court in September 2024. As detailed above, the ICU received at least four direct complaints about foam boards between September and October 2024.

1379. The first complaint through the 1823 Enquiry Hotline stated that WF Court at Tai Po was currently undergoing major renovation. Large quantities of foam boards were stored beside Blocks F, G and H. Residents tested the fragments and found them to be flammable without fire-retardant properties. The MC said these foam boards would be applied to every household's windows for protection (the original Chinese text reads: "*大埔宏福苑現在進行大維修。現時在 F、G、H 座旁存放大量發泡膠。有居民自行拿了屋旁的碎料發泡膠進行測試，發現這些發泡膠是易燃物料，不是有阻燃的特性…管委會說會使用這些發泡膠，貼在每戶的窗上做保護*.")[113]

1380. From this initial complaint, the ICU knew that: (i) the foam boards were flammable; (ii) they were intended for "*every household's windows*", i.e. intended to be used extensively across all 1,984 units in the estate; and (iii) large quantities were stored on site.

b. The ICU's inspections and observations

1381. On 25 September 2024, Mr Ku Siu Ping and Ms Amanda Lau conducted the ICU's first site inspection at WF Court. According to Mr Ku:

(i) He observed large quantities of foam board materials stored on the ground. The photographs also confirmed there were substantial quantities on site.

(ii) He took a lift to an upper floor and observed a foam board affixed to and covering a glass window in the lift lobby.

113 Ref No 7 in the ICU list at Annex 8.

1382. On 28 October 2024, Mr Ku Siu Ping conducted a further inspection. He told PC&E his concerns that foam boards "*could pose a fire hazard to residents*". He also expressed concern that the foam boards would affect natural lighting and ventilation. PC&E responded that foam boards were only used temporarily during hacking-off works (three floors at a time) and would be removed immediately after hacking was completed. PC&E also said it would use non-combustible material in future. No written record was made of this inspection or these discussions.

c. The alleged oral consultation with Mr Tse Kam Ming

1383. Mr Ku Siu Ping claimed that shortly after the 25 September 2024 inspection, he verbally consulted Mr Tse Kam Ming (a then BD officer seconded to the ICU) regarding the use of foam boards. According to Mr Ku, Mr Tse advised that: (i) temporary use of foam boards to cover windows was not considered as building works; (ii) there was no requirement on the fire-retardant property of the foam boards used; and (iii) since such use would not be considered unauthorised building works, it would not be "actionable."

1384. No written record exists of this conversation.[114] Mr Tse Kam Ming said that Mr Ku Siu Ping did not provide him with the complaint, photographs, site inspection observations, or any details about the scale of use of the foam boards. Mr Ku himself admitted that he did not tell Mr Tse how many windows were covered or for how long. This accords with Mr Tse's own recollection that he had received no detailed information at all.

114 Mr Ku Siu Ping's evidence was that the ICU's guidance did not require preparing written records of these oral conversations, and that it was not a standard practice.

1385. In Mr Tse Kam Ming's first letter to the Committee, he stated:

> "*I would definitely treat this as an unfair allegation against me. In fact, from professional point of view, the statement made by Mr. Ku in his 1st and 2nd Witness Statements … is obviously unsound.*"

1386. Mr Tse Kam Ming explained that he had assisted in the follow-up work in Hong Kong after the Grenfell Tower fire in 2017, where foam material in external cladding was a crucial cause: "*I am very mindful on foam material to be used at the external wall. The allegation as in point (B) and (C) of the statement were unlikely to be my comments due to my past experience.*"

1387. At the Evidential Hearing, Mr Tse Kam Ming confirmed that he did not recall the specific conversation with Mr Ku Siu Ping, had not seen the complaint, did not know which estate was involved, had not seen any inspection report or photographs, and was not shown the ICU's reply to the complainant. He agreed, when asked by Counsel for the Committee, that the practice of extensive foam board coverage of windows over a prolonged period could not comply with Regulation 16 of the B(C)R.

1388. In his second letter to the Committee, Mr Tse Kam Ming clarified that if foam boards were used on only one or two units or for a very short duration, it might not necessarily constitute a contravention of the statutory provisions. However, this is far from the actual situation in WF Court (as is undisputed by either Mr Ku Siu Ping or Mr Tse), and the situation was not fully conveyed to Mr Tse during the oral consultation.

1389. Even taking Mr Ku Siu Ping's account at face value, the alleged advice that Mr Tse Kam Ming gave (viz. using foam boards to cover windows is not building works and not unauthorised building works) does

not lead to the conclusion that using foam boards to cover windows was lawful. Indeed, Regulation 16 of the B(C)R applies to *"precautionary measures"* taken during building works, regardless of whether the measure constitutes *"building works"*.

d. The ICU's failure to follow up until the day of the fire

1390. After the 28 October 2024 inspection, the ICU did not meaningfully follow up on the foam board issue despite numerous opportunities:

(i) The ICU never required PC&E or Will Power to provide any certificate, test report, or material specification proving the foam boards were non-combustible or fire-retardant.

(ii) The ICU never asked how long hacking-off works on each section would take, or how long foam boards would remain affixed.

(iii) On 18 November 2024 (the last inspection addressing foam boards), the ICU merely asked PC&E whether it had followed up on matters that it had undertaken to handle on 28 October 2024. PC&E answered in the affirmative. The ICU did not verify this claim.

1391. Mr Ku Siu Ping's evidence, as mentioned above, was that PC&E assured him that the foam boards were for temporary use and were only in place during the hacking-off works. Mr Ku acknowledged that, because no further complaints were received after October 2024, the ICU considered there to be no "*strong evidence*" to contradict PC&E's assurances. Mr Ku accepted in his oral evidence that the absence of

complaints was the main reason why nothing more was done on the foam board issue. To the ICU, no complaints meant there was no problem.

1392. However, as rightly observed by Mr Dawes SC, the absence of further complaints was of the ICU's own making:

(i) The ICU's reply to the complainant on 12 November 2024 asserted that no regulation required the temporary materials to be fire-retardant and directed any further enquiries to the IO, management company or contractor. Not only did the ICU misstate the legal position to the complainant (i.e. there is no regulation that requires foam boards to be fire-retardant), it directed the complainant back to the very parties who were the subject of the complaint.

(ii) The effect of this reply, as Mr Ku Siu Ping accepted, was that residents stopped complaining to the ICU about the foam boards. There were no further complaints from residents about foam boards after 19 October 2024.

1393. The upshot is that the ICU remained unaware of a state of affairs that thousands of residents could observe daily to be contrary to what the contractor had assured the ICU. In reality, foam boards remained affixed from around late August 2024 continuously until the fire in November 2025, lasting a period of approximately 15 months. Their continuous and extensive use was visible to anyone visiting the site and was widely known to all residents. PC&E's assurance to the ICU as to the temporary use of the foam boards was false, and the falsity would have been apparent to anyone who bothered to look. Regrettably, the ICU, despite multiple site visits during those 15 months, never did.

1394. The ICU plainly had the means to investigate whether foam boards were being used more extensively and for a period longer than PC&E had claimed. All the ICU needed to do was to visit WF Court and ask any resident how many windows were covered and for how long. There should not be any difficulty in ascertaining the extent of the use.

1395. Further, over subsequent months, the ICU received copious photographic evidence clearly showing foam boards covering windows, and yet it noticed nothing:

(i) On 11 November 2024, the ICU received complaint photographs that showed the presence of foam boards.[115] Mr Ku Siu Ping admitted in hindsight he only later realised the windows were covered by foam boards.

(ii) On 21 January 2025, the ICU's own inspection photographs plainly showed the presence of foam boards. Mr Ku Siu Ping admitted in hindsight these were likely foam boards.

(iii) On 12 March 2025, Will Power sent the ICU a PowerPoint presentation and two videos. At least 21 photographs clearly showed the presence of foam boards. The videos also clearly showed the presence of foam boards.

(iv) On 3 June 2025, the ICU's own inspection photographs clearly showed the presence of foam boards which were affixed to the windows. The purpose of the inspection (checking air-conditioner hoods) necessarily involved looking at the structures adjacent to the windows.

115 Ref No 20 in the ICU list at Annex 8.

(v) On 27 June and 2 July 2025, representatives of PC&E and Will Power sent photographs via WhatsApp to the ICU, eight of these showed the presence of foam boards.

1396. Despite such photographic evidence, the ICU had never raised any queries as to why the foam boards were still there, how long they would remain and the number of windows covered by the foam boards. All these should have rung an alarm bell to the regulators.

1397. As rightly observed by Mr Dawes SC, the reasons for such indifferent attitude emerged in the oral evidence. The ICU had kept no written record of the ICU's discussions with PC&E, and Mr Ku Siu Ping accepted he might simply have forgotten it. The only trigger the ICU recognised was a complaint, and its own reply had ensured that no one would complain. In this regard, even Mr Suen SC for the Government has to accept, in view of the evidence, that the ICU "*did not proactively follow up thoroughly on the foam board issue despite multiple inspections and documents received after October 2024*".

(III) No proper investigations relating to the fire-retardant property of the scaffolding nets

a. Knowledge of the safety concerns as raised in the complaints

1398. The ICU received many complaints which raised concerns about the fire-retardancy of scaffolding nets (with the final complaint arriving just three weeks before the fire):

(i) On 5 October 2024, a complaint was made to the ICU and the LD about flammable scaffolding nets. The complaint explicitly accused the LD's reply (authored by Madam Lam Sau Ching) of being "*misleading to [the] public*" regarding the flame retardancy requirements for scaffolding nets.[116]

(ii) On 29 September 2025, a complaint was made by Mr Kong Cheung Fat through the 1823 Enquiry Hotline about damaged scaffolding nets following typhoons, supplemented with photographs showing the differences between the old and new nets.[117]

(iii) On 23 October 2025, a follow-up complaint was made by Mr Kong Cheung Fat, explicitly referencing the Chinachem Tower fire in Central and mentioning the serious concerns of the residents about the fire-retardancy of scaffolding nets.[118]

(iv) On 6 November 2025, a complaint was made by Mr Kong Cheung Fat about, amongst other issues, concerns relating to ageing scaffolding nets.[119]

b. Pre-notification of inspections and its consequences

1399. The ICU conducted scaffolding net inspections at WF Court on three occasions: 28 October 2024, 18 November 2024 and 28 October 2025. On each occasion, Will Power and PC&E were given prior notification.

116 Ref No 9 in the ICU list at Annex 8.
117 Ref No 41 in the ICU list at Annex 8.
118 Ref No 41 in the ICU list at Annex 8.
119 Ref No 45 in the ICU list at Annex 8.

1400. The consequences of pre-notification were demonstrated by the events of 28 October 2025. These events were addressed in the earlier Chapters and are summarised again below:

(i) On 27 October 2025 (one day before the inspection), the ICU's Ms Amanda Lau notified Will Power via WhatsApp that the ICU wanted to understand the specifications and fire-retardancy of old and new nets replaced after the typhoon, and Mr Ku Siu Ping wanted to arrange sampling tests at each block.

(ii) PC&E received notice of the inspection almost immediately. By 09:54 hours, Mr Sam Tam messaged Mr Hau Wa Kin in a PC&E WhatsApp group chat, marked "*not to be disclosed*", informing him that the ICU would attend the site the next afternoon to burn-test the nets.

(iii) Mr Chan Yiu Fai stated that, on the same day, he received notice from PC&E requiring him to urgently order 115 sheets of fire-retardant nets to prepare for the inspection (which he assumed was an inspection by the LD).

1401. Pre-notification thus directly enabled PC&E to substitute non-compliant materials with compliant ones before the inspection, which is precisely the outcome that surprise inspections are designed to prevent.

1402. Mr Ku Siu Ping's *ex post facto* justification for the pre-notification was that "*the RI and RC must focus their efforts and take targeted appropriate follow-up actions on the specific issue of scaffolding safety*". The Committee agrees with Mr Dawes SC that such explanation is unconvincing. Mr Ku himself acknowledged that the ICU's standard

practice was always to pre-notify, and this was not a case-specific decision requiring special justification.

1403. Furthermore, as rightly observed by Mr Dawes SC, there is no contradiction between the need for surprise inspections and the ICU's stated concern to ensure that the RI and RC took follow-up actions. The ICU could have: (i) conducted a surprise inspection, then directed the site foreman to assist with sampling for laboratory testing; or (ii) conducted a surprise inspection to photograph the site conditions and subsequently notified the RI of the need for laboratory testing, comparing the actual conditions observed during the surprise inspection with what was presented after notice was given.[120]

1404. That an unannounced inspection was feasible is proved by the ICU's first visit to WF Court on 25 September 2024, which Mr Ku Siu Ping described as a "*low-profile*" site inspection. Mr Ku accepted that this visit was a surprise inspection.

1405. [redacted]

1406. The Government now accepts that the ICU's practice of pre-notification is vulnerable to exploitation and diverges from the practices of other departments.

120 The latter was indeed the practice of the BD.

c. The ICU's quick burn tests – inadequate methodology

1407. In the site inspection on 28 October 2024, the ICU conducted "quick tests" of scaffolding nets using a cigarette lighter on site. Madam Karen Cheung of the BD confirmed that the BD has never conducted on-site tests of scaffolding nets, because the fire-retardancy testing standards require tests to be conducted in a specific controlled laboratory environment.

1408. Mr Ku Siu Ping himself acknowledged:

> "*It is however worth noting that, unlike laboratory tests which are performed in a controlled environment in strict accordance with well-established standards, there is no well-recognised industry standard for conducting on-site quick tests.*"

1409. As pointed out by the Legal Team, the ICU's deviation from the BD's practice – using scientifically unreliable quick tests instead of laboratory testing – was not justified and may have created a false sense of security for residents.

1410. Furthermore, on all occasions where the quick tests were conducted, the ICU only tested scaffolding nets at the ground floor and rooftop levels which were the most accessible locations. The ICU never tested nets at mid-levels of the buildings. This predictable pattern made it easy for PC&E to place compliant nets at accessible levels. PC&E needed only to ensure the nets on the ground floor and rooftop levels would pass. The vulnerability was compounded by the advance notice that the ICU provided of its inspections.

d. The rooftop test of 28 October 2024

1411. On 28 October 2024, the video of the rooftop test clearly shows: (i) the scaffolding net caught fire after approximately 15 seconds of exposure to a lighter flame; (ii) the net continued to burn on its own for approximately 10 seconds after the flame was removed; and (iii) someone then blew out the fire.

1412. The fire-retardant certificate provided by PC&E to the ICU stated that the "after-flame time" was zero seconds, with the standard requiring less than four seconds. Yet, the observed after-flame time of the quick test shown in the video was at least 10 seconds, which was completely inconsistent with the certificate.

1413. Mr Ku Siu Ping acknowledged he was "*concerned*" about the first test result. However, because PC&E immediately re-tested the same sample twice without it catching fire, Mr Ku considered it acceptable: "*At that time, we considered such arrangement acceptable since it is not uncommon to re-test the same sample to confirm the test result after a failed attempt for the first time*."

1414. However, the ICU did not consider whether the lighter positioning and distance from the net differed between the first and subsequent tests, a doubt which was raised by Dr Lee in her evidence. Dr Lee opined that, based on the overall results of the quick tests, it was worth taking the samples for a laboratory test. Nor did the ICU consider that there was an inconsistency between the certificate (zero seconds after-flame) and the first quick test result (over 10 seconds), and whether that called the certificate's authenticity into question. The ICU's attitude was that as long as the RI's "*assigned person*" raised no concern, the ICU would not investigate. As succinctly put forward by Mr Dawes SC, the ICU

effectively outsourced its regulatory function to the very parties it was supposed to regulate.

1415. On 29 October 2024, Mr Ku Siu Ping reported to the BD:

> *"During our inspection on 28 October 2024, the contractor provided a test report confirming that the protective nets complying with the requirements of the App-70 for our inspection. The RI also advised us that on-site flame tests were conducted on the protective nets to verify their flame retardant properties. Additionally, they performed sampling tests during our visit to demonstrate that the nets meet flame retardant standards as well ... In light of the above, there is currently no evidence to suggest that the protective nets do not meet the flame retardant requirements."*

1416. This report failed to disclose that one of three tests showed the net burning for over 10 seconds and requiring someone to blow out the flame. Had it done so, the BD might well have advised the ICU to obtain samples to conduct laboratory tests (as Dr Lee recommended when shown the video of the ICU's quick tests).

1417. In light of these observations, Mr Suen SC for the Government in his closing submissions accepts that the quick test on 28 October 2024 had "*room for improvement*", and emphasises that on 18 November 2024 follow-up quick tests were conducted. However, the more appropriate follow-up action would have been to send a sample for laboratory testing (which Dr Lee also considered worthwhile).

e. Failure to verify certificates (October 2024)

1418. On the day of the 28 October 2024 inspection, PC&E provided via WhatsApp a fire-retardant certificate dated 8 January 2024. However, the ICU's document review consisted solely of checking whether the certificate stated compliance with GB 5725-2009. The ICU conducted no further verification:

(i) Contrary to the BD's standard practice, the ICU did not verify whether the testing laboratory was a Government-designated or a HOKLAS-accredited laboratory.

(ii) The ICU did not contact the laboratory to verify the certificate's authenticity.

(iii) The ICU did not check (for example by verifying delivery records) whether the batch of nets in use corresponded to the certified batch.

1419. Mr Ku Siu Ping accepted that, after the fire, the ICU checked the accreditation number on the certificate dated 8 January 2024 and noted that the name of the issuing institution was not accurate. As pointed out in Chapter 4, the ICU's post-fire checks therefore suggest that the certificate was not genuine. The same checks which revealed to the ICU that the certificate was bogus could have been done before the fire. All they required was a desk exercise, one that the ICU in fact performed after the fire. Had that exercise been performed when the certificate was first received in October 2024, the fraud would have been exposed more than a year before the fire.

f. Failure to obtain certificate for new nets (October 2025)

1420. By the 28 October 2025 inspection, the ICU was aware that scaffolding nets had been replaced following damage by Super Typhoon Ragasa. The residents of WF Court had observed that the replacement nets were lighter in colour. Mr Kong Cheung Fat's enquiry on 2 October 2025 via the 1823 Enquiry Hotline specifically stated that the lighter-coloured ones were newly replaced nets. Further, the ICU's own photographs showed the colour difference. Despite knowing that the nets had been replaced (i.e. were a different batch from those previously certified), the ICU did not request a fire-retardant certificate for the new batch. The January 2024 certificate was obviously inapplicable to the nets procured and installed in October 2025.

1421. Mr Ku Siu Ping's evidence was that the ICU "*relied primarily on the test certificates*" for assessing fire-retardancy. Yet, for the new nets, the ICU never examined any certificate for the replacement nets, meaning the primary method of verification was simply not applied. This failure to inspect a new fire-retardant certificate is particularly significant, since (as the evidence now reveals) the new batch of replacement nets was in fact not fire-retardant.

1422. Mr Ku Siu Ping's explanation was that the ICU asked for but was not provided fire-retardancy certificates for the new nets. He explained that this was because Will Power represented to the ICU that the old and new nets were provided by the same supplier and that the same certificate would be applicable.

1423. However, the certificate produced by PC&E was dated 8 January 2024, which was nearly 22 months before the inspection and issued for nets supplied long before the typhoon replacements. The new and old nets were, moreover, visibly different in colour and translucency.

There was therefore every reason to test Will Power's representation rather than accept it at face value. Yet, Mr Ku Siu Ping accepted that the ICU never considered whether the certificate corresponded to the nets actually hanging on the scaffolding, and took no supporting documents of any kind such as delivery notes and supplier details. A single request for documentary proof that the replacement nets came from the same manufacturer would have laid the falsity bare: the replacements had been bought from different suppliers and were expressly ordered as non-fire-retardant.

g. The ICU's reply to the complainant (October 2025)

1424. Following the 28 October 2025 inspection, the ICU replied to the complainant that –

> "*In response to your reflection, the ICU conducted a site visit with the RI and made enquiries with the contractor. The visit found that certain external wall protection measures remained unsatisfactory deficiencies including the laying of planks, scaffolding materials and presence of holes in scaffolding nets. The ICU further stated that, according to the contractor, since last month's typhoon they had progressively replaced damaged scaffolding and nets. It was observed on site that many of the scaffold nets had already been replaced. In respect of the above issues, the ICU has instructed the contractor to complete the repairs as soon as possible and have a qualified person certify scaffolding safety*" (the original Chinese text reads: "*針對你的反映，本組已聯同註冊檢驗人員進行實地視察，並向承建商了解情況。視察發現，部分外牆保護設施仍有欠妥之處，包括橋板鋪設、棚架物料及棚網出現穿洞情況。*

根據承建商的解釋，自上個月颱風後，他們已逐步修復受損的棚架及棚網，現場可見許多棚網已更換。就上述問題，本組已指示承建商盡快完成修復，並由合資格人士檢驗及簽發證明，證實棚架安全後方可使用。")

1425. In fact, the RI was not present at the said inspection. The complainant's actual concern was about fire-retardancy of the scaffolding nets referencing the Chinachem Tower fire. The ICU's reply addressed physical damage and holes but said nothing about whether the nets met fire-retardant standards. The specific safety concern raised was therefore not addressed. Even the Government's counsel, in his closing submissions, acknowledges that there is room for improvement in this regard.

h. Post-fire developments (PNRC 85)

1426. On 19 December 2025, the BD issued PNRC 85, introducing a new mechanism to address the problem of fraudulent fire-retardant certificate. Noteworthy points include:

(i) Before any protective materials are installed, the RC must arrange a third party to randomly sample materials and submit them to a Government-designated HOKLAS-accredited laboratory for laboratory testing of the fire-retardant property. Currently 17 such laboratories hold this designation.

(ii) If any sample fails, the entire batch cannot be used.

(iii) The BD will conduct site inspections by randomly selecting samples from different floors and different positions, and sending the samples to laboratories of the Government for testing.

1427. This mechanism is significantly more rigorous than the pre-fire one adopted by the ICU which, as rightly submitted by the Legal Team, was wholly inadequate.

B5. Failing to carry out the regulatory duties properly and seriously on the operational level

1428. Having heard the evidence in the Inquiry, the Committee also finds that the staff of the ICU had failed to perform their supervisory duties properly and seriously. Despite the sounding of many alarm bells and the various safety concerns expressed by the residents of WF Court, the ICU had missed a lot of opportunities to rectify the problems or to remove the fire hazards present in the BMR site in WF Court. The Committee is able to identify the following features which reflected a slack working attitude in the ICU.

(I) Failing to approach Mr Wilson Ng personally despite the substantial delay in the notification of his appointment as the new RI

1429. As mentioned above, the original RI, Mr Shum Kui Chung, passed away in July 2022. The ICU only learned of this over two years later, in September 2024, through a complaint. This shows that the ICU had no contact with Mr Shum.

1430. On 8 October 2024, the ICU wrote to Will Power to highlight that repair works had been ongoing at WF Court since June 2024 without any RI and continued chasing for the submission of Form MBI1 for the change of RI. The situation was regarded as a serious one, as the ICU directed that no prescribed repair works should be carried out before the RI was formally appointed. After multiple reminders, Will Power submitted Form MBI1 on 10 October 2024 for the replacement of the RI with Mr Wilson Ng. Will Power's letter claimed the supervision of the repair works at WF Court had been handed immediately to Mr Ng upon Mr Shum Kui Chung's death.

1431. This was an obvious lie. Far from an immediate handover, Will Power first replaced Mr Shum Kui Chung with another RI, Mr Chan Siu Wah Hardy, who became a director and shareholder on 28 February 2023, some seven months after Mr Shum's death. Mr Wilson Ng only became a director and shareholder of Will Power when Mr Chan transferred his 20,000 shares to him on 12 December 2023, some 17 months after the death of Mr Shum.

1432. Even without knowing that the explanation was a lie, the substantial delay in the notification of the new RI should have sounded an alarm bell to the ICU. The ICU did not raise any query as to whether the consultant was only regarding the RI as a dummy in the project, and whether the RI had been seriously discharging his duty in properly supervising the execution of the BMR works. The ICU asked nothing, and that its only concern was whether Form MBI1 had been filed so that an RI appeared on the record.

1433. What is so disturbing is that, even with the abovementioned poor track record with respect to RI engagement, the ICU did not make any attempt to contact the new RI Mr Wilson Ng to verify his role in the supervision of the BMR works. Even for the email dated 23 October 2024

arranging for a site inspection, it was not sent by Mr Ng personally. The evidence also shows that there was no direct communication between the ICU and Mr Ng about any matters relating to the Works at WF Court. This is simply appalling. One has to bear in mind that under Section 30D of the BO, prescribed repair works must be supervised by an RI, a natural person on the register and not a company. Despite total reliance on the RI, the ICU never confirmed Mr Ng's actual involvement in the WF Court project.

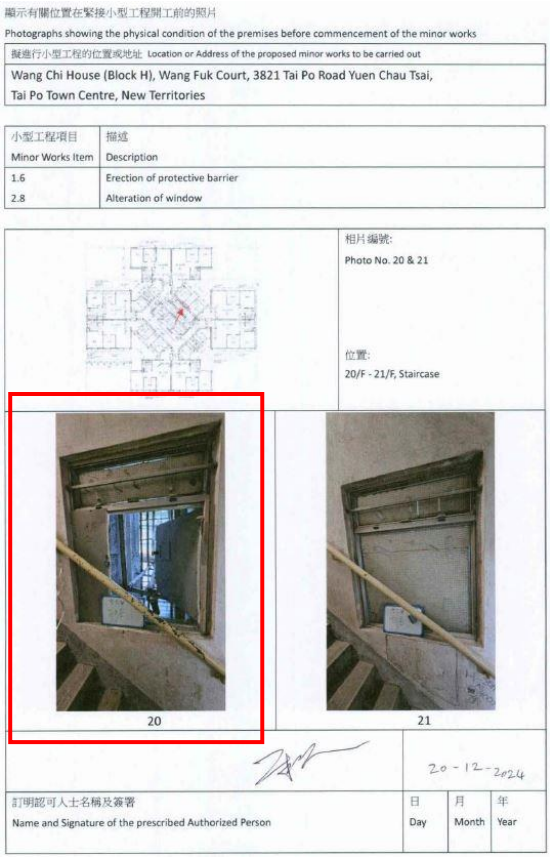
(II) Inability to notice the access openings during the vetting of the MW submissions

1434. In Chapter 4, the Committee has already set out the circumstances for the creation of access openings approximately every five floors in the staircases, by removing the window and replacing it with wooden or aluminium composite boards that acted as a door. These access openings were an obvious fire-safety hazard that a competent regulator exercising ordinary care ought to have identified and prevented. In Chapter 6, it has been examined how these openings caused a significant number of deaths and injuries at WF Court. [redacted]

1435. The ICU received a total of 48 MW submissions relating to the Works at WF Court. Of these 48 submissions, two were randomly selected by the MWMS for AFC. The two selected submissions were MWBO2504820 and MWBO2504821 relating to Wang Cheong House (Block F) and Wang Chi House (Block H) respectively.

1436. Both MW01 forms were submitted on 2 May 2025 and related to erection of protective barriers and alteration of windows in the staircase of Wang Cheong House (Block F) and Wang Chi House (Block H). Critically, the MW01 submissions included pre-commencement photographs which clearly show escape staircase windows that had been converted into access openings:

(i) The photographs of the staircases at Wang Chi House (Block H) clearly show a window converted into an access opening, with the door fully open.


顯示有關位置在緊接小型工程開工前的照片
Photographs showing the physical condition of the premises before commencement of the minor works

擬進行小型工程的位置或地址 Location or Address of the proposed minor works to be carried out

Wang Chi House (Block H), Wang Fuk Court, 3821 Tai Po Road Yuen Chau Tsai, Tai Po Town Centre, New Territories

小型工程項目 Minor Works Item	描述 Description
1.6	Erection of protective barrier
2.8	Alteration of window

相片編號:
Photo No. 20 & 21

位置:
20/F - 21/F, Staircase

20

21

20-12-2024

訂明認可人士名稱及簽署
Name and Signature of the prescribed Authorized Person

日 Day | 月 Month | 年 Year

Figure 11-1: Pre-commencement photographs of Wang Chi House (Block H) staircase included in submission MWBO2504821

(ii) The photographs of the staircases at Wang Cheong House (Block F) show access openings with locks, warning stickers reading "Danger" and illustrations warning against climbing out.

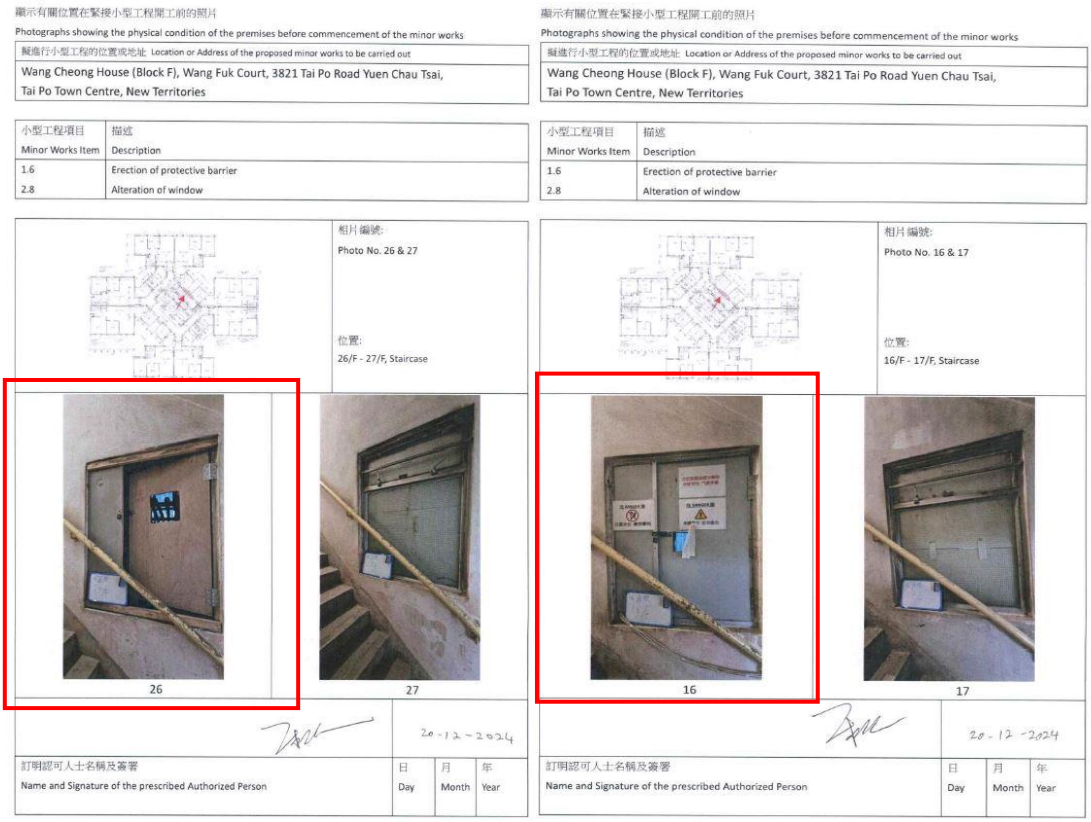


Figure 11-2: Pre-commencement photographs of Wang Cheong House (Block F) staircase included in submission MWBO2504820

1437. Despite examining these photographs, the ICU's MW Team confirmed the submissions to be "*in order*". The AFC's checklist merely asks whether pre-commencement photographs has been provided and are clear. The ICU ticked "*Yes*". One may question the utility of an audit that simply asks if the plans or photographs have been provided and are clear, with no scrutiny of the contents of photographs that indicate an obvious fire risk.

1438. Nevertheless, Mr Yung Siu Lun explained that the pre-commencement photographs in the MW01 forms revealed that works may have commenced before the seven-day notification period had expired (i.e. the contractor may have jumped the gun in commencing the works). Under a PSAC, this would have raised a red flag. But because the MW01 forms had been sampled for audit under AFCs rather than PSACs, the irregularity went undetected. The rigid audit categories thus meant that an irregularity apparent on the documents was missed simply because it belonged to a different pigeon-hole. Further, the pigeon-hole was remarkably small: the ICU conducted a maximum of 25 PSACs per year, meaning the vast majority of works would never be subject to site inspection for pre-commencement violations.

1439. The MWMS records therefore confirmed that the "*submission* was *checked in order and 'PASS' recommendation for subject audit assessment is supported*". Mr Yung Siu Lun, as a Senior Maintenance Surveyor, endorsed this recommendation. He testified that he personally checked all the documents and found that the MW submissions passed the checks.

1440. As Mr Yung Siu Lun admitted, "*[w]ith the benefit of hindsight, it is noted that there were some pre-commencement photos… showing certain windows covered with boards*". As he went on to acknowledge, "*it did not occur to [him] at the time that those were openings put in place specifically to become workers' access to and egress from the scaffolding*."

1441. Mr Yung Siu Lun's evidence at the Evidential Hearing was that he did review the photographs of the access openings, but was not aware that they were openings for workers to get in and out. He believed that the windows were broken, so temporary covers had to be used to protect them. However, as rightly submitted by Mr Dawes SC, that explanation did not survive his oral evidence:

(i) Mr Yung Siu Lun was then shown several photographs from the submissions he reviewed, which revealed openings at every five floors. He accepted that he did not pay attention to this pattern at the time of his review.

(ii) He was then shown photographs of one of the access openings in Wang Cheong House (Block F), which had a lock on the left-hand side and a warning label on the right (see Figure 11-2 (right)). Mr Dawes SC suggested to Mr Yung Siu Lun that if the temporary covers were there to protect a broken window, there was no need for a lock. Mr Yung agreed that this was the case if one were to look at the photographs carefully.

(iii) Finally, Mr Yung Siu Lun was shown another photograph (see Figure 11-1). He agreed that, if one were to look at the photograph carefully, the window covers were in fact openable doors, and that he could not have come to the

conclusion that these covers were only for protecting the windows.

1442. The photographs, in short, told anyone who looked at them that these were purpose-built access openings, recurring at every fifth floor of a fire escape staircase. In answer to a question from Counsel for the Government, Mr Yung Siu Lun all but admitted that had he paid more attention to the photographs, he would have become aware that these were access openings.

1443. The Minor Works Manual provides that if an AFC reveals "*obvious contravention of the BO*", SAC should be conducted. As pointed out by Mr Dawes SC, the photographs disclosed exactly such an obvious contravention, but because no one bothered to examine what they showed, no site audit inspection took place.

1444. On Mr Yung Siu Lun's own evidence, a site inspection would have found the access openings. But, none ever took place. Under the ICU's complaint-driven policy, an inspection would only be triggered by a complaint. No complaint about the access openings was ever made, as the residents lacked the expertise to recognise them as a fire hazard. Everything therefore hinged on the AFC desk review, and the desk review failed. The residents could not see the danger in the access openings, but regrettably the MW Team, which could have, did not look closely enough to notice it. The Government has now acknowledged that the supervisory design of relying on AFC (the purpose of which is on procedural compliance rather than identification of safety hazards visible in the photographs submitted) is a weakness in terms of safety concerns visible on the face of the submissions.

(III) Other practices showing the presence of slack enforcement attitude in the ICU

1445. In the last section of this Chapter, some of practices showing the presence of slack supervision attitude have already been identified: inadequate handling of the complaints and pre-notification of site inspections. All these practices indicate that the ICU was seeking to adopt a short-cut to complete their supervisory duties without paying serious regard to the legitimate safety concerns expressed by the residents of WF Court. It would therefore not be surprised when the New MC Chairman, Mr Tony Tsui, observed in the WhatsApp group on 3 June 2025: he had hoped the ICU would follow up on complaint cases and it seemed that they did not care.

1446. In particular, the ICU should be criticised for adopting the practice of giving pre-notification to consultants and contractors about site inspections. The purpose of these inspections is to check whether the relevant building consultant and contractor have complied with the rules and regulations. Unless there are any practical reasons to justify the giving of notification, inspection should be surprise by nature. The Committee does not find that there was any reason to justify the giving of prior notification in the case of WF Court.

1447. The Committee also finds that the ICU has an attitude of just blindly following the rules and procedures set by the BD in exercising its statutory power. Though the ICU's powers are delegated to them by the BD, the ICU is still the authority responsible for the supervision of the building works control system in respect of the Subsidised Buildings. The ICU should have taken the initiative to identify any practical problems or inadequacy in the supervisory regime and raise them with the BD as appropriate in order to improve the overall regulatory system. There may be some peculiar features relating to the building works in the Subsidised

Buildings, but the staff working in the ICU have not made any independent assessment of the risks of large-scale BMR works in respect of the Subsidised Buildings. Such working attitude was the reason for the oversight of various alarms or fire hazards in the BMR site in WF Court. These hazards ultimately led to the high casualties in the tragic fire.

1448. One should perhaps ask a rhetorical question: as the ICU had always used the rules and procedures set by the BD to justify how its staff have carried out their duties (such as the sampling method it adopted for selecting cases for vetting), why did they adopt some practices which were different from the BD such as the giving of pre-notifications for site inspection? The Committee believes that the answer lies on the working attitude in the institution itself.

B6. Failing to maintain good coordination between the BD and the ICU relating to the enforcement of the regulatory regime and failing on the part of the BD to conduct proper audit of the works of the ICU

(I) Failing to maintain good coordination between the BD and the ICU relating to the enforcement of the regulatory regime

1449. The Legal Team is able to identify the following divergence between the practices of the BD and the ICU relating to the enforcement of the regulatory regime. This could not have happened had there been good coordination, as one would have expected, between the two bodies.

a. The 2023 site safety inspection policy

1450. As mentioned in sub-section C4 of Chapter 9, in April 2023, the BD introduced a policy of randomly selecting not less than 20% of Class I MW cases (where SPs were submitted for audit) for site safety inspections. The ICU's position is that it only became aware of this site safety inspection policy on 22 December 2025, which was nearly about two-and-a-half years after the BD adopted it.

1451. The significance of this is obvious. As Mr Yung Siu Lun stated, had the ICU been aware of and implemented this policy, there was a "*fairly high chance*" that a site inspection of the staircases in WF Court would have been arranged by the ICU. One may add that other fire safety risks (such as the extensive use of foam board coverings) might also have been identified through such site inspections.

1452. The mis-communication between the ICU and the BD is reflected in the ICU's email dated 24 December 2025 to the BD as follows:

> "*We recorded that we did not receive notifications through any channels, including the sharing session between BD's Site Monitoring Section ("SMS") and ICU's SM Team held on 22 March 2023; information from BD to ICU through Senior Structural Engineer/Advisory; telephone conversations and/or emails between BD's SMS and ICU's SM Team, that BD's SMS carry out site audit on Class I MW sites since April 2023 before your email dated 22/12/2025.*"

1453. On 6 January 2026, the BD finally notified the ICU of the updated BD's SM Manual reflecting this arrangement.

1454. This is not an acceptable situation and reflects a failure of proper and effective communication (with responsibility on both the BD and the ICU), notwithstanding the following communication channels:

(i) the BD and the ICU held regular meetings, including meetings specifically addressing the MWCS regime;

(ii) the BD seconded senior professional officers to the ICU precisely to serve as a bridge to convey the BD's latest guidelines and practices; and

(iii) the ICU submitted semi-annual progress reports to the BD for review.

1455. Furthermore, as pointed out by Mr Dawes SC, the ICU's Semi-Annual Report No 41 reported on the SM Team's work, which is said to include "*monitoring and auditing building sites with works in progress, through inspections, in order to detect safety and quality supervision related irregularities*". It was not disclosed that these site inspections did not in fact apply to MW. This meant that the BD was not alerted to the divergence in practice between the BD and the ICU.

1456. The Legal Team found out that the divergence in the BD and the ICU's practice was in fact discoverable from the following public sources:

(i) An archived version of the BD's website dating from 2019 described the remit of the BD's SMS as covering not only building works requiring approval and consent, but also Class I MW. The BD stated that officers from the BD would carry out inspections of all these sites.

(ii) Mr Lau Fu Kwok accepted that the ICU's staff visited the BD's website from time to time, but he had not noticed this passage. He explained that the website was a general introduction to the BD's work for the public, whereas the ICU's practice followed the BD's internal manuals, and the manuals did not require site inspection for MW at the time.

(iii) The statement on the BD's website, which was accessible to any member of the public, disclosed that the BD's site monitoring extended to Class I MW. Had this been noticed by the ICU, the inconsistency with the ICU's own practice could have been raised with the BD and corrected years before the fire.

1457. Even the Government has now acknowledged that the communication between the BD and the ICU should be improved. The ICU's stated justification for not conducting any independent review of its practices was that it faithfully followed the BD's practices. The ICU's failure to notice – through regular meetings, seconded officers, semi-annual reports or the BD's own website – that it had been out of step with the BD's practices, meant that buildings under the ICU's charge received a materially lower standard of site monitoring than private buildings under the BD's remit, without anyone in either department being aware of it.

b. Pre-Notification of inspections

1458. A further divergence from the BD's practice was the ICU's habit of pre-notifying the RI and the RC before conducting inspections in response to complaints.

1459. The BD's evidence was unequivocal:

(i) The BD's general practice for site inspections and SACs, whether for new or existing buildings, is not to notify the RI and the RC in advance. Only in exceptional circumstances (e.g. where specialist equipment is needed or for urgent public safety matters) would prior notification be given.

(ii) The BD's Minor Works Site Monitoring Manual (April 2025) states that SACs and periodic safety inspections must be surprise inspections "*without prior notification to AP / RSE / RGE / RC*". The BD's surprise inspection arrangement applies to inspections of existing buildings following complaints as well, including complaints about site safety and the misconduct of the RIs and the RCs.

(iii) When the BD receives a complaint, it visits the site first, ascertains the situation, and only afterwards contacts the RC and the RI if necessary for follow-up action.

1460. Other Government's departments including the FSD and the LD also confirm that their inspections are surprise in nature, which is only common sense as the purpose of site inspections is deny a consultant (including RI) or contractor the opportunity to stage compliance or conceal non-compliance before the arrival of the regulators.

1461. The Government has fairly accepted that the aforesaid inconsistency was "*an operational area requiring improvements in terms of the discrepancy in practice*", and that the ICU's practice "*assumed good faith on the part of the professional subject to it, an assumption that the evidence demonstrates was deviously exploited and undermined*". Mr Ku

Siu Ping also confirmed that, after the fire, the ICU no longer informs the RIs about inspections in advance. In other words, the ICU has now aligned its approach on surprise inspections with the approach taken by other Government departments before the fire.

1462. The change in the ICU's approach is a step in the right direction. However, it also raises the question of why there was a divergence in the first place, in particular with the BD's practice, given the numerous communication channels between the two Government departments. As mentioned above, the working attitude seems to be the only explanation.

c. Audit sampling methodology

1463. The BD adopts the ISO 2859-1 international standard for determining sample sizes in its MBIS random audit checks, adjusting sample size according to lot size. By contrast, the ICU's computer system simply selected by ballot a fixed 16 cases per month for audit regardless of how many submissions were received that month.

1464. The ICU's witnesses did not accept that this involved any divergence from the BD's approach. Mr Lau Fu Kwok's evidence was that the 16 cases per month figure had been calibrated to the BD's ISO-derived annual audit target of approximately 1,725 cases, the ICU's caseload being roughly one quarter of that of the BD and that, submissions having since declined, the effective sampling rate was now higher than the ISO proportions would produce. Furthermore, Mr Ku Siu Ping explained that in 2025 there were fewer than 16 MBIS submissions in most months, such that nearly all submissions that year were audited.

1465. As pointed out by Mr Dawes SC, these explanations fail to address the underlying criticism, which is one of methodology rather than arithmetic. Under the BD's approach (which follows ISO 2859-1), the sample size responds to the lot size. Under the ICU's approach, it would not. A surge in submissions would silently dilute the sampling rate, with no mechanism to detect the shortfall. Further, the ICU cannot have it both ways: if its mandate was to follow the BD without question, the obvious course was to adopt the BD's ISO-based methodology itself, and not to derive a fixed quota from it and leave the figure thereafter untouched as circumstances changed.

1466. Apart from these divergences in the practices of the BD and the ICU, there were also others: (i) there seemed to be difference in the understanding of the use of foam boards to cover windows; and (ii) the use of "quick tests" to check the scaffolding nets on-site. These divergences should not have existed had there been good coordination between the BD and the ICU. The Committee takes the view that both institutions should bear equal responsibility for such failure in communication.

(II) Failing on the part of the BD to conduct proper audit of the works of the ICU

1467. The BD has delegated the statutory control powers in respect of building works carried out in the Subsidised Buildings to the ICU. Under Clause 3.2 of the MOU signed by the two departments, the BD may conduct audit checks on the ICU when necessary to ensure consistency of standards. Madam Karen Cheung of the BD confirmed that, to her knowledge, the BD had never audited the ICU's MBIS works. When asked why, Madam Cheung could not answer. Mr Lau Fu Kwok also agreed that, to his knowledge, the BD had never audited the ICU's MBIS works. It follows that the BD did not exercise its audit function under the MOU as far as MBIS work was concerned, and the ICU did not proactively

seek a review of its practices to ensure alignment with the BD. Had the BD exercised its audit function at any point, it would likely have discovered the ICU's systemic deficiencies as identified above, including conducting zero site safety inspections during the execution of Class I MW and providing pre-notification of complaint inspections.

1468. The BD should also be responsible for not communicating the 2023 site safety inspection policy to the ICU. In the Evidential Hearing, Madam Karen Cheung acknowledged that better communication would have been desirable, but could not explain why the ICU did not know about the BD's updated site safety policy. No good reason has been provided for the failure to communicate the BD's updated policy to the ICU. As mentioned above, according to Mr Yung Siu Lun, had the ICU known of this policy, there was a "*fairly high chance*" the access openings would have been detected through site inspections.

B7. Concluding remarks on the responsibility of the BD and the ICU

1469. The failings of the BD and the ICU can be summarised as a combination of the following deficiencies: lack of sense of crisis, regulatory lapses, systemic blind spots, and enforcement failures.

1470. The first three deficiencies and failings identified in paragraph 1332 above are more on the policy level relating to the design of the regulatory regime. Since the BD is the principal authority responsible for building works control in Hong Kong, it should be responsible for such failings. For the Subsidised Buildings (which include the eight buildings in WF Court), the BD has delegated its building control powers to the ICU pursuant to formal Delegation Instruments. As enforcer of the supervisory regime relating to the Subsidised Buildings, the ICU should carry the duty to identify problems and loopholes in the practice and its own area of the

supervisory regime and raise them with the BD as appropriate to improve the overall regulatory system. The Committee therefore takes the view that both the BD and the ICU should be held accountable for the first three deficiencies.

1471. The fourth and fifth failings relate to the actual operation of the supervisory regime. Since the BD has delegated the building works control powers involving WF Court to the ICU, the ICU should be held solely responsible for these enforcement failures.

1472. The sixth failing is about the poor coordination between the BD and the ICU relating to the enforcement of the statutory building works control in respect of the Works at WF Court. In the opinion of the Committee, both the BD and the ICU should be held jointly responsible for such failing.

1473. As between the two departments, the ICU should bear a greater share of responsibility. The ICU's failings cover both policy and operational levels. Even with a regulatory regime with loopholes and deficiencies, had the staff of the ICU taken their works seriously having regard to possible consequences of fire in BMR sites, there was a real possibility that they could have removed some of the fire hazards in WF Court, which should at least reduce the number of fatalities in the case of fire.

C. THE FSD

1474. Though the members of the FSD had demonstrated great heroism in carrying out the firefighting and rescue operations on the day of the fire (see Chapter 7), the FSD had failed its supervisory duty in the following areas: (i) in properly assessing the fire risks and hazards

associated with the Works at WF Court and removing them; and (ii) in supervising the shutdown of the FSIs in the eight buildings in WF Court and the proper discharge of duty by the RFSICs. These failures were systemic and multi-layered touching on both policy and operational levels.

C1. Failing to properly assess the fire hazards associated with the Works at WF Court and to remove those hazards

1475. As provided for in Section 7 of the FSO, the FSD is responsible, amongst other things, to extinguish fires, protect life and property in case of fire and give advice on fire protection measures and fire hazards as occasion requires. Further, as the professional Government department responsible for conducting firefighting and rescue operations, the FSD should have been aware of the risk of building façade fire as demonstrated by the Previous Similar Fire Incidents.

1476. As discussed in sub-section A1 of Chapter 9, there is division of work between different Government departments relating to active fire safety provisions and passive fire safety provisions, with the latter falling within the purview of the BD (and the ICU in the case of the Subsidised Buildings). Apparently, such division of work is a long-established arrangements which has been properly documented:

(i) The distinction between active fire safety provisions and passive fire safety provisions has been clearly set out in the BD Fire Safety Code.

(ii) There is standard memo template for referrals of unauthorised building works by the FSD to the BD, with one of the matters for referral as "*opening in staircase enclosure*".

1477. In the closing submissions of the Legal Team, Mr Dawes SC has asked the Committee to consider whether this division of labour was adequate to address fire-safety risks, and whether the documentation in fact supported a division as clear as the witnesses asserted. The Committee agrees that these are very legitimate questions, in particular in the context of what happened in WF Court before the fire.

1478. First, apart from the said documents, the Government has not identified any joint memorandum or agreement executed by both departments that records the agreed division of enforcement responsibility between the FSD and the BD (and the ICU).

1479. Even if such an instrument existed, the division of work would only be known to the relevant departments and not the public.

1480. As the Committee has noted in the Evidential Hearing:

(i) The FSD would naturally be an ordinary citizen's first port of call on fire safety, and an ordinary member of the public would never know of the allocation of duties between different departments.

(ii) With the complaints passing between different departments, the fire safety issues can easily fall into a grey area or vacuum without anyone actually dealing with it.

1481. The facts of this case speak volumes about the problem of the vacuum created by such division of work. Mr Dawes SC has taken one template item as an example: the "*opening in staircase enclosure*". The referral mechanism presupposes the FSD notices something to refer to the BD. It can work only if the FSD has first inspected the staircase, looked

for fire hazards, and identified the access opening. Otherwise, there is nothing to refer. If anything, the "*opening in staircase enclosure*" entry in the FSD's own referral template is an acknowledgment that such openings were the FSD's business to spot and the BD's duty to remedy. However, as the evidence analysed below shows, the FSD did not once inspect the staircases at WF Court over its 26 visits. The referral mechanism was never engaged at all.

1482. As demonstrated in the case of *U Storage Group Limited v Director of Fire Services & Another*[121], the FSD has the concurrent duty to deal with issue or complaint relating to passive fire safety provisions, when the matter raised in the issue or complaint would increase the fire hazard in a building in general. Hence, though fire safety complaints and issues relating to smoking, building procedures and building materials are generally handled by other departments such as the BD, the ICU and the LD, the FSD would still have an overall responsibility to oversee fire safety issues relating to the execution of BMR works, in particular when the FSD should have been aware of the safety issues concerned by reference to the complaints made by members of the public including in particular the residents of WF Court.

1483. That the BD may be better placed to take enforcement action does not diminish the FSD's duty to conduct routine inspections apt to detect fire hazards, including passive fire safety provisions and construction materials. Overlapping vigilance is a feature of a sound system. As Professor Usmani opined in a different context, the more eyes on potential fire risks, the greater the likelihood of early fire detection.

121 See sub-section A1of Chapter 9.

1484. As rightly observed by Mr Dawes SC, by strictly adhering to the practice of rigid division of work, the FSD adopted a self-imposed limitation on its role in abating fire hazards, treating building materials, construction site fire hazards and passive fire safety provisions as exclusively the BD's or the ICU's responsibility. The practical consequence is that, because the FSD treated the foam boards and staircase access openings as outside its concern, it never looked for these fire hazards at WF Court. Had the FSD inspected the staircases on any of its 26 visits, it could not have missed the access openings, and having seen them, it would have had two courses open: abate the fire hazard itself or refer it to the BD under its referral template.

1485. The self-imposed limitation had also affected the way in which the FSD handled the complaints on fire safety issues.

1486. The FSD's complaint-handling system required initial classification of all incoming communications as either a complaint (requiring site inspection) or an enquiry. The practical effect of classifying a matter as an "enquiry" was that the FSD would not attend the premises for inspection. The FSD's Departmental Policy Instructions defined "*Complaints about Fire Safety Matters*" as "*reports on or allegations of fire hazard or breach of dangerous goods/fire safety legislation which require investigation*". Matters falling outside this definition were classified as "enquiries" and received no site attendance. On the other hand, high-priority complaints, which were those "*alleging imminent danger arising from a situation where in the event of a fire, occupants… may not be able to escape to a place of safety*", had to be investigated within 24 hours. Under such kind of system, whether the incoming communications are correctly classified as a complaint or an enquiry would affect the follow-up action to be taken by the FSD.

1487. A list of the complaints made or referred to the FSD relating to the safety issues of the Works at WF Court is included in **Annex 8** of this Report. From the list, it can be seen that the residents had made a number of legitimate complaints expressing their various safety concerns:

(i) Ref Nos 1-3, 5, 7, 15, 23-25, 27 relating to issues about obstruction of fire escape routes;

(ii) Ref Nos 15-19, 22 relating to the use of foam boards to cover the windows or obstruction caused by the storage of foam boards;

(iii) Ref Nos 10, 11, 20, 26 relating to smoking by workers at the site; and

(iv) Ref No 20 relating to the leftover of garbage in various places at the site.

1488. The FSD received numerous complaints about obstruction of fire escape routes. There is no evidence that the FSD, in response to any of the complaints relating to such issue, inspected the staircases. For Ref Nos 23 and 24, the FSD's response was that the matter should be relayed to the ICU. Yet, there is no evidence that the ICU took action in response or that the FSD followed up afterwards, whether by inspection or other actions. The access openings in the escape staircases, which posed an imminent danger to occupants, were never detected by any department.

1489. For the complaints relating to the use of foam boards to cover the windows, the general reply from the FSD was that there was no specific regulation on such issue. The FSD advised that the complainants might make the complaint directly to the BD or the FSD might refer the matter to

the BD. No substantive action had been taken by the FSD in respect of these complaints.

1490. For the complaints relating to smoking, the general reply from the FSD was that such issue was not under its purview, including Ref No 10 which was referred to it by the LD. Sometimes the FSD said smoking was the LD's responsibility, sometimes it said it was the Tobacco and Alcohol Control Office, Department of Health's issue, and sometimes it declined to act or even refer the complaint to other government bodies. On one occasion on 14 October 2024, the FSD contacted ISS reminding them to step up security patrols and strengthen works site management by prohibiting smoking amongst workers. However, the FSD never conducted enforcement action or even a site visit specifically to address the fire risk caused by smoking.

1491. The treatment of the smoking complaints exemplified the departmental "merry-go-round" attitude. The result was that no department took any effective action against what proved to be the most likely cause of the fire.

1492. At least in one complaint (i.e. Ref No 19), the complainant expressly asked the FSD to take some active measures to address their concerns, including the conduct of site inspections and fire drill for residents. Regrettably, only one site inspection was conducted by the FSD on 25 September 2024, in response to a complaint regarding the storage of a large quantity of foam boards on the ground areas outside Wang Cheong House (Block F), Wang Shing House (Block G) and Wang Chi House (Block H). Even on that inspection, the FSD personnel just focused on the storage issue without conducting a general walk-around checking on the use of foam boards to cover the windows (mentioned in the first complaint received by the FSD on 13 September 2024) and the integrity of the escape

routes (which was a matter of concern raised by the residents as early as 2022).

1493. The concerns raised in the various complaints involved serious fire risks to residents still living in the buildings. Unfortunately, due to the division of work among different departments, the FSD did not treat the fire safety issues arising from these matters within its own purview. The FSD simply adopted a self-imposed limitation on its powers, treating building materials, construction site fire hazards, and passive fire safety provisions as exclusively with the responsibility of the BD or the ICU, contrary to the statutory provisions in the FSO and the ruling of the High Court in the case of *U Storage Group Limited*.

1494. Whilst there might be other Government departments dealing with these issues, the FSD should have taken a more active role in removing fire hazards associated with the execution of the Works at WF Court. Had the FSD inspected the escape staircases on any of its 26 visits and seen the access openings, it would have recognised an obvious fire hazard within Section 2 of the FSO and could have abated it by the FHAN under Section 9. For the use of the sub-standard scaffolding nets and the foam boards to cover the windows, the FSD should have followed up on the handling of the complaints by the other departments and conducted an assessment of the fire risks associated with the use of such building materials either by themselves or in collaboration with the other departments.

C2. Failing to monitor the shutdown of the FSIs and the proper discharge of duty by the RFSICs

1495. The second area of systemic failing relates to the shutdown of the FHHRs and the FASs in the eight buildings of WF Court before the fire.

(I) The operation of the FHHRS

1496. Each block at WF Court had a FHHRS comprising:

(i) a ground-level FS transfer tank (2,000 litres) connected to the mains water supply;

(ii) a FS upfeed pump that pumps water from the FS transfer tank to the rooftop FS tank;

(iii) a rooftop FS tank (18,200 litres) that directly supplies water to fire hoses on each floor; and

(iv) a FS booster pump that ensures adequate water pressure throughout the building.

1497. As explained in sub-section C10 of Chapter 4, the FS pump room in each block had a single master power switch that simultaneously controlled power to both the FHHRS and the FAS. Switching this master power switch to "OFF" deactivated both systems at the same time.

1498. The control panel also had two separate pump isolator switches, which could independently interrupt power to the two pumps of the FHHRS while leaving the FAS operational. It was therefore possible to shut down the FHHRS by switching off the pump isolators without affecting the FAS.

1499. The interconnected power supply was a design mandated by the 1982 version of the FSD's Code of Practice for Inspection, Testing and Maintenance of Installations and Equipment. It required the fire alarm operating means to be "*interconnected with the means of operating fixed fire pumps of fire hydrant/hose reel installations*".

(II) The improper turning-off of the master power switch

1500. As mentioned in paragraph 470 of Chapter 5, post-fire investigation revealed that in seven of the eight blocks, the master power switches in the FS pump room were in the "OFF" position. This meant that both the FHHRSs and the FASs were deactivated.

1501. Chapter 4 also addressed how the ISS's electrician, Mr Law Kwok Shui, assisted with draining the FS tanks by turning off the master power switches, not noticing that this deactivated the FASs. Mr Law was not an RFSIC, and was not qualified to operate the master power switches. If the work had been conducted by or supervised by an RFSIC, the contractor would have known to use the pump isolator switches to shut down the FHHRSs, leaving the FASs operational. AD Keung of the FSD confirmed that what Mr Law had done was an elementary error.

1502. Appendix 4 of the FSD's Code of Practice for Inspection, Testing and Maintenance of Installations and Equipment (2022 edition) ("2022 Code of Practice") requires warning labels to be affixed near master power switches that simultaneously control the FAS, stating: "*WARNING. THIS SWITCH ALSO CONTROLS THE SUPPLY TO THE FIRE ALARM SYSTEM*". No such warning label was present at WF Court. If it had been, ISS staff or the contractor might have realised that turning off the master power switch would deactivate the FAS.

1503. The FSD's position is that the labelling requirement under the 2022 Code of Practice did not apply to WF Court. However, paragraph 1.14 of the 2022 Code of Practice distinguishes between: (i) "*provision and specification of FSIs*" (which follows the Code of Practice for Minimum Fire Service Installations and Equipment in force when building plans were first submitted); and (ii) "*inspection, testing and maintenance*" (which follows the current Code of Practice for Inspection, Testing and Maintenance of Installations and Equipment). Since the labelling requirement appears in Appendix 4 and relates to maintenance and inspection, on one interpretation of the 2022 Code of Practice, it should apply to all buildings regardless of age.

1504. Whatever the correct legal position may have been, the FSD accepted that a warning label would have reduced the chances of unqualified personnel accidentally turning off the master power switch. That being the case, the FSD should issue clearer guidance to require warning labels on all buildings, regardless of age, where a single power switch controls both the FHHRS and the FAS, and the Committee is pleased to see that the FSD has taken measures after the fire by, amongst other things, requiring the putting of seals of different colours showing the power supply conditions of the various FSI systems and the posting of notices informing occupants of buildings about the shutdown of FSIs. These can be found in the FSD Circular Letters No 1/2026 and No 2/2026.

(III) Structural deficiencies of the SDN system

1505. The operation of the SDN system is governed by FSD 2021 Shutdown Circular. Its stated purpose is to ensure the FSD is "*promptly notified of the FSI shutdown so that the units of the FSD may formulate appropriate contingency plan and advise the owners/occupiers… to take additional fire safety measures during the shutdown period, where necessary*".

1506. However, the system was merely a notification system and not an approval system. The RFSIC did not need FSD's permission to shut down or extend the shutdown. The RFSIC bore the ultimate responsibility for the shutdown. Again, the FSD was trusting that the relevant RFSIC would perform its duty properly.

1507. The Committee agrees with the Legal Team that the SDN system had the following structural deficiencies:

(i) If the RFSIC's SDN had stated only that the FHHRS was shut down, even though the FAS had also been affected, the FSD would not have known. The FSD's working assumption was that systems not mentioned in the SDN remained operational.

(ii) The FSD did not verify whether the reason given by the RFSIC for the shutdown (e.g. water tank leakage reported in FS251 certificates) was true. The FSD's risk assessment visits at WF Court did not include checking the water tanks.

(iii) SDN extensions could be filed repeatedly, 14 days at a time, without the FSD demanding justification or evidence of progress in repairing the FSI.

1508. The evidence of the DFS confirmed the loopholes that existed in the SDN system. He accepted that the structural reliance on the RFSIC's self-report was defective. He accepted that, before 2026, the FSD relied on the RFSIC that filed the SDN to notify the number of systems being affected. He confirmed that where a FSD personnel attended the scene following the receipt of an SDN, the focus was on the alternative measures (for example, whether fire extinguishers had been provided) rather than on

the installation being shut down itself. The Government now accepts that these are weaknesses in the supervisory mechanism.

1509. In the Evidential Hearing, the DFS provided the Committee with an account of the following reforms to the SDN system since the fire: (i) the FSD would scrutinise every incoming SDN regarding the reason for the shutdown; (ii) the FSD would require the filing of an electronic FS251 certificate within 14 days after completion of FSI works and linking that with the SDN; (iii) the FSD would enquire whether extensions of shutdown were justified; (iv) the FSD would impose a 60-day indicative upper limit for extensions of shutdowns, beyond which the FSD might issue an FHAN; and (v) on attendance, the FSD would check the affected systems rather than just relying on the RFSIC to perform its work. More importantly, AD Keung confirmed that legislative amendments would be introduced to convert the SDN regime from a notification system to one requiring the FSD's prior approval for the shutdown of FSIs.

(IV) Inadequacy of the FSD's on-site risk assessment visits

1510. The FSD's Departmental Policy Instructions require that following receipt of an SDN, the local fire station conducts an "*on-site risk assessment*" within 24 hours. In practice, these "*risk assessments*" at WF Court involved no more than: (i) a telephone call to the RFSIC asking about the situation; (ii) a visit to deliver a standard advisory letter to the management office; and (iii) a check of whether fire extinguishers had been placed on alternate floors.

1511. Statements from the FSD officers who carried out on-site risk assessment visits at WF Court clearly demonstrated that no one had verified the need or asserted reason for the shutdown of the FSIs. According to the statement given by StnO Fung Yuk Lun ("StnO Fung") to the Police on 15 February 2026, at the time when he visited WF Court on

8 April 2025 in response to the filing of the SDNs, he did not check the status of the FHHRSs and the FASs. Neither had he entered the FS pump room to check the status of the master power switch. He also did not notice whether SDN notices had been posted prominently in the buildings. He only checked whether temporary fire extinguishers had been placed in the buildings. StnO Fung nevertheless recorded in the LIFIPS that "*the defects of the [FHHRS] was found to be the same as stated on the relevant [SDN]*". But the reality was that nothing had been "found": StnO Fung inspected none of the FSIs, let alone their defects, and did not enter the FS pump room. He simply repeated what the RFSIC said.

1512. Probationary StnO Ng Chun Chung gave similar answers to a police officer about his on-site risk assessment on 9 September 2025.

1513. AD Keung's characterisation of the on-site risk assessment visit on 9 September 2025 confirms the inadequacy of the visit:

> "[*T]here was no inspection of any FSI other than a random sampling of the fire hose to ascertain the fire extinguishers as standby means were in place. Based on the information available to him, the officer did not inspect other FSI (including the FAS) as he had no reason at the time to go behind or to doubt what had been positively represented to him.*"

1514. While strictly unrelated to the SDNs, the FSD visited WF Court on 19 October 2025 as a risk-based building fire safety visit designed to enable the fire crews to have a better understanding of the conditions of the buildings. However, only EVA and fire hydrants were visually inspected during that visit. The FSD's attending officer confirmed that during that visit, the crew did not enter any FS pump rooms, did not know the state of any master power switches, did not know the electrical

configuration of the fire systems, and did not notice any SDNs posted in prominent locations.

1515. This repeats the same theme that was seen in the ICU's supervision of RCs and RIs. The FSD relied on the representations made by RFSICs on the need and reasons for the shutdown of FSIs. The FSD did not independently verify these representations, nor assess whether there was a genuine need for the shutdown, and if so for how long. These failures enabled the sub-standard RFSICs to exploit the regulatory regime.

1516. When one of the major FSIs (e.g. the FHHRS) was shut down during the execution of high fire-risk BMR works, it only makes it more important for the FSD to ensure that the other FSIs are functioning properly. Unfortunately, in the case of WF Court, the FSD's officers were never asked to look behind what the RFSIC said and took it at face value. All the FSD did was to send advisory letters to the IO of WF Court reminding them of the duty to install more portable fire extinguishers. The FSD did not conduct any further site visits upon the notification of further extensions of the shutdown period.

1517. Under the SDN regime, the on-site assessment visit was the sole occasion for independent verification. What the FSD's officers checked were the contingency measures: specifically, ensuring that substitute fire extinguishers were in place and addressing matters bearing on operational deployment in the event of a fire. No other on-site assessment was conducted. What they never verified was the need for the shutdown itself, which FSIs were shut down, and for how long.

(V) Failure to enforce time limits under FSD's policy

1518. Under the FS 2021 Shutdown Circular, the "*undue, arbitrary or deliberate delay of FSI works*" may constitute improper conduct or negligence, warranting referral of the relevant RFSIC to the disciplinary board. Further, the FSD's Departmental Policy Instructions provides that:

(i) shutdowns of the FHHRSs shall not exceed two months without reasonable justification;

(ii) after 60 days without completion or an FS251 certificate, the FSD should consider taking necessary enforcement action; and

(iii) the fire station shall maintain periodic contact with the owners, the management company and the RFSIC to monitor the progress of the works.

1519. Nevertheless, the FHHRS in Wang Tai House (Block E) was shut down from 7 April 2025 until the day of the fire through the filing of 17 successive SDNs. During this seven-month period:

(i) the FSD did not demand a detailed written explanation for the prolonged shutdown;

(ii) the FSD did not conduct any site inspections to verify whether continued shutdown was necessary;

(iii) the FSD considered no enforcement action, despite the 60-day period having passed twice over (though AD Keung 's evidence is that the 60-day requirement was

only triggered where contractor misconduct had been reported);

(iv) the LIFIPS records show the FSD merely noted "[*brought-up] 4 months to review the situation*" and, on 23 October 2025, deferred review for a further period; and

(v) China Status did not submit an FS251 certificate identifying the defect until 3 October 2025, nearly six months after the first SDN was submitted.

1520. AD Keung explained that the FSD's enforcement priorities were directed at buildings with no annual inspection at all or with defects that no RFSIC was following up on. Where an RFSIC remained engaged, the FSD would not take enforcement action for shutdown extensions under one year. Such explanation indeed confirms the vulnerability of the supervisory system. On his evidence, so long as an RFSIC kept filing SDNs, no mechanism required any explanation of why the works remained incomplete, however many SDNs were filed, provided the shutdown ran short of one year. Moreover, he also accepted that the threshold of one year was not documented in the FSD's own written policies.

1521. Whatever the explanation was, the fact remains that the FHHRSs at WF Court were kept shut down upon the filing of a total of 93 SDNs by China Status across the eight blocks, among which 85 SDNs were for extensions. For Wang Tai House (Block E), the shutdown ran for over seven months upon the filing of 17 successive SDNs. AD Keung agreed that the prolonged shutdown was undesirable. He ultimately accepted that, under the pre-fire supervisory regime, no matter how many SDNs were filed, the FSD had no mechanism whatsoever to follow up on any shutdown lasting under a year. The Committee considers such state of affairs as highly unsatisfactory.

1522. Lax enforcement of the regulatory regime would inevitably lead to lax and poor performance of, or even exploitation by, the corresponding contractors or fire safety engineering professionals. It was mentioned in the quotation of services provided by China Status to PC&E that the filing of SDNs would expect to last for one year. The Committee has reasons to believe that the RFSIC in question, i.e. China Status, was making the quotation with a view to exploiting one-year-non-enforcement policy of the L&C Command of the FSD. With the one-year window, there was no practical reason or incentive for the RFSICs and the building professionals to explore whether there were ways to shorten the shutdown periods, which was a duty expressly imposed on the RFSICs.

(VI) Delay and gaps in the processing of FS251 certificates

1523. The statutory requirement and the procedure for the RFSIC to issue F251 certificate has been explained in sub-section A2 of Chapter 9.

1524. As rightly observed by the Legal Team, the evidence reveals three major inadequacies in the FSD's processing of the FS251 certificates.

1525. First, there was no mechanism to detect inconsistent certificates:

(i) On 31 March 2025, Victory Fire submitted FS251 certificates for all eight blocks, certifying the FHHRSs were in working order. Just seven days later, on 7 April 2025, China Status submitted an SDN stating that the FHHRS needed to be shut down due to water tank leakage.

(ii) The FSD received these documents within days of each other but did not flag the apparent discrepancy. The LIFIPS record for Wang Tai House (Block E) showed the FS251 was recorded as "*FS251 Audited without Inspection*", meaning the FSD conducted a paper review only with no site visit.

1526. Second, the FSD did not follow up on FS251 certificates that were required to be promptly submitted for the report of defective FSIs:

(i) China Status filed its first SDN for Wang Tai House (Block E) on 7 April 2025. The corresponding FS251 certificate, which identified the defect as water leakage from the FS tank, did not reach the FSD until 3 October 2025 which was nearly six months later.

(ii) AD Keung accepted that, in those six months, no one at the FSD could look at a certificate to ascertain the nature of the defect and whether it was a major one. Despite this, his enquiries showed that no one at the FSD had chased China Status for the FS251 certificate at all. As Mr Dawes SC put to him, that was a serious problem: six months passed without anyone even noticing the FS251 certificate was missing. AD Keung accepted that the position was unsatisfactory.

1527. Third, the FSD's data entry system for FS251 certificates suffered from chronic delays:

(i) In one example, an FS251 signed by Victory Fire in December 2023 was not faxed to the FSD until 2 August 2024 which was eight months late, when the

certificate should have been submitted within 14 days after completion of the FSI works. The FSD's own stamp on the certificate then shows that the FSD only processed the FS251 in November 2024.

(ii) AD Keung explained that data entry required information input officers to enter the data manually from hard copies of FS251 certificates. This process could take up to several months.

1528. The practical consequence of the above is that the statutory requirement for the RFSICs to submit FS251 certificates within 14 days after completion of the FSI works was meaningless: the FSD never followed up on delayed FS251 certificates, and when the certificates were received, it took another few months to process the information. AD Keung accepted that these delays were absolutely unsatisfactory and that the consequences of the delay could be serious as demonstrated in the present case.

1529. For these reasons, the Committee is of the view that the FSD should be held responsible for failing to supervise the proper shutdown of the FSIs and the proper discharge of duty by the RFSICs.

C3. Concluding remarks on the responsibility of the FSD

1530. The practical consequences of the aforesaid failures were that, across every FSD attendance at WF Court, be it the on-site risk assessment visits that followed the filing of each SDN or the 19 October 2025 risk-based fire safety visit, no officer once entered the FS pump room. None examined the master power switch. The disablement of the FASs that mattered most therefore went unnoticed by the FSD. The

fire alarms protecting eight occupied buildings had been silently switched off and remained so until the day of the fire.

1531. Further, had the FSD inspected the staircases on any of its 26 visits, it could not have missed the access openings. The FSD is the statutory authority on the control and removal of fire hazards, and its personnel are trained firefighters. As AD Yung Kam Hung Michael (witness no 55) accepted, any officer who saw these access openings would immediately have recognised that something was wrong.

1532. Had such openings been reported to the FSD, they would have been ranked as the highest priority among all fire safety complaints under the FSD's own guidelines, as an "*imminent danger arising from a situation where in the event of a fire, occupants… may not be able to escape to a place of safety*". No specific complaint about access openings was received by the FSD. The two fire escape complaints it did receive in November 2024 were referred to the ICU.[122] The FSD's division of work with the BD meant that it treated the protected staircases as within the remit of the BD or the ICU. Nevertheless, for the reasons given above, that division did not absolve the FSD from conducting routine inspections apt to detect fire hazards.

1533. The upshot is that the department bearing primary responsibility under the FSO for identifying and abating fire hazards had failed to notice at least two life-threatening fire hazards – the disablement of fire alarms and the presence of access openings in the escape staircases – both of which contributed to the catastrophic loss of life at WF Court. Moreover, had the FSD's officers investigated the status of the FS tanks and made inquiries during the on-site risk assessment visits, they might have realised that PC&E's plan, as known to the IO and ISS, was to first repair

122 Ref Nos 23 and 24 in the FSD list at Annex 8.

the FS tanks and temporarily repurpose them as domestic water tanks (while the domestic water tanks were being repaired). This plan would further delay restoration of the FHHRSs and was plainly inappropriate. It was a basic requirement that the water supply for fire rescue and residential use be kept separate.

1534. In opinion of the Committee, the case of WF Court shows a lack of sense of crisis. Being professionals in fire prevention strategy, the public has a legitimate expectation that the FSD should have done more to prevent a fire in a large-scale BMR site like the one in WF Court. Had the FSD properly assessed the fire risk concerned and the possibility of high casualties in the case of fire, the FSD should have, either by itself or in collaboration with other departments, carried out more thorough and frequent site inspections, identified operations or places with high fire risk in the BMR site, devised a more specific and detailed contingency plan having regard to the particular risks of the BMR works and location concerned, organised a fire drill for the residents and provided more information about the fire risk associated with the execution of the BMR works to the residents. The Committee fully appreciates that the fire in WF Court was one of an unprecedented scale, and yet sense of crisis is what was lacking in the present case.

1535. As pointed out by Mr Dawes SC in the closing submissions of the Legal Team, some of the findings made in the Grenfell Tower fire inquiry as stated in the Grenfell Tower fire inquiry Phase I Report mirror the WF Court situation:

(i) combustible materials on external walls were the primary cause of rapid fire spread;

(ii) firefighters were unaware of the combustible nature of the materials and could not formulate a contingency plan for a fire of this kind; and

(iii) fire crews who visited the building during its refurbishment were not trained to carry out the inspections properly.

1536. In this case, the FSD did not fully appreciate the fire risks associated with the combustible foam boards and scaffolding net materials. Though the FSD had made a contingency plan taking into account that works were carried out in the subject estate and that the FHHRSs had been shut down, such plan did not contemplate a multi-block external walls fire. The FSD's crews attending the site during the renovation conducted no meaningful inspections of the fire safety provisions which mattered, i.e. the fire alarms and the escape staircases.

1537. The Committee acknowledged that the FSD had taken prompt action after the Grenfell Tower fire. The DFS testified that, after the Grenfell Tower fire, the FSD and the BD searched Hong Kong for buildings with combustible external-wall cladding, made contingency and emergency plans, and delayed the introduction of the Registered Fire Engineer Scheme in order to plug the loopholes the fire had exposed. However, that exercise was directed at permanent cladding built into external walls. What Grenfell Tower did not prompt was a corresponding review of the temporary combustible envelope which covered occupied buildings during the execution of BMR works.

1538. Professor Usmani opined that the failure to abate the fire hazards at WF Court resulted from a failure to connect the dots from the previous building fires. After the Grenfell Tower fire, the FSD and the BD understood the risks of combustible material on the external wall of

occupied buildings. They, however, did not bring that knowledge to bear on the temporary materials found in WF Court.

1539. In the opinion of the Committee, the lack of sense of crisis associated with the execution of BMR works has also affected the way in which the FSD had prioritised their supervisory works.

1540. Since there are about 300,000 filings of FS251 certificates, SDNs and other documents each year and the FSD has only limited human resources in dealing with these filings, the FSD can only conduct random checks about these filings. Under the existing policy, the FSD gives higher priority to fire prevention work in, say, commercial buildings with a lot of restaurants. The Committee is not suggesting that the fire risk in these commercial buildings is low. However, the FSD should have given the same if not higher priority to fire safety supervision in buildings with live-in residents under large-scale BMR works, in particular when AD Keung agreed in the Evidential Hearing that, with the benefit of hindsight, the fire risk in BMR sites may probably be the highest. As demonstrated by the fire in WF Court, the consequences of fire in a BMR site can be disastrous given the fact the building is still occupied and covered with combustible materials. Had the FSD given the same priority to the supervision of fire safety provisions in such kind of site, the fire hazards in WF Court could have been removed before the fire resulting in at least lower casualty.

1541. Despite the above criticisms, the FSD is one of the most cooperative departments in the Inquiry which has provided all the necessary written testimonies and information to the Committee for carrying out the necessary investigation. A total of 17 witnesses (up to the DFS himself) from the FSD have given oral testimonies in the Evidential Hearing. According to the observation of the Committee, most of the witnesses from the FSD carried a heavy burden in giving their oral testimonies.

1542. According to Professor Usmani, the fire services in Hong Kong has all along enjoyed a good track record. The International Association of Fire and Rescue Services regularly issues reports on global fire statistics. The number of countries and territories included in the survey varies from year to year, depending on data availability and reporting practices. On average, the report covers about 40 countries and regions, with a combined population of over 2.3 billion. The statistical data provide insight into several key trends, including the number of fires per 1,000 inhabitants, the number of fire deaths per 100,000 inhabitants, and the number of fire deaths per 100 fires. These indicators help to assess the level of fire risk faced by the general public in the surveyed areas.

1543. The main findings from the 31-year survey are as follows:

(i) the average number of fires per 1,000 inhabitants: 1.6;

(ii) the average number of fire deaths per 100,000 inhabitants: 1.6; and

(iii) the average number of fire deaths per 100 fires: 1.0.

1544. The FSD publishes statistical information annually. The results of statistics for Hong Kong from 2005 to 2024 are given below:

(i) the average number of fires per 1,000 inhabitants: 1.07;

(ii) the average number of fire deaths per 100,000 inhabitants: 0.26; and

(iii) the average number of fire deaths per 100 fires: 0.31.

1545. These results show that the fire fatalities in Hong Kong before the WF Court fire were significantly lower than the global average fire fatalities. These are impressive records given that Hong Kong is a densely populated city.

1546. The Committee believes that the present incident has taught the FSD a painful lesson. Despite its failings, the Committee is certain that the public would continue to support and respect the unselfish sacrifices and dedications of the firefighters in protecting the life and property of the public in Hong Kong. The Committee would take the trouble of repeating that the observations made above are not directed at, and imply no criticism of, the firefighters who fought the fire at WF Court. Their courage and self-sacrifice, including that of Fireman Ho, command the deepest respect. Rather, the criticisms in this Section concern the pre-fire systems of inspection and enforcement which enabled fire hazards to accumulate and contribute to the catastrophe at WF Court.

D. THE LD

D1. Overview

1547. As mentioned in Section D of Chapter 9, the LD is generally responsible for overseeing OSH matters in work places including BMR sites. The Committee accepts that general fire safety issues in BMR sites and those relating to building procedures and building materials should fall within the purviews of the FSD and the BD.

1548. The enforcement powers of the LD, the different types of inspection conducted by the LD and the specific OSH supervisory regimes over different building materials and building procedures have also been set out in some detail in Chapter 9.

1549. Since smoking poses a major fire risk in construction sites (as clearly demonstrated in the Chinachem Tower fire), the Committee considers that it was a policy failure on the part of the Government in failing to legislate against such conduct on construction sites in the past. Yet, one has to be fair to the Government. The legislative exercise would be a daunting task as the Committee anticipates that there should have been considerable opposition from construction site workers and contractors against a general ban on smoking on construction sites. Smoking is a long-entrenched problem on construction sites and it would be difficult to get rid of the problem altogether.

1550. One of the measures taken by the Government soon after the fire was to introduce legislations to impose a general ban on smoking on construction sites, including: (i) amending the Smoking (Public Health) Ordinance (Cap. 371) to designate construction sites as no-smoking areas; (ii) amending the Fixed Penalty (Smoking Offences) Ordinance (Cap. 600) to provide HK$3,000 fixed penalties; and (iii) amending Regulation 53 of the CSSR to require contractors to take all reasonable steps to ensure no smoking occurs on site. Contractors failing to do so are subject to a maximum fine of HK$400,000.

1551. The legislations were passed by the Legislative Council and came into operation on 17 July 2026, which happened to be the last day of the Evidential Hearing. What is regrettable is that it took a fire of such magnitude to educate the public (including the construction site workers) to realise what a disaster a lighted cigarette stud can cause and to persuade them to accept a general ban on smoking on construction sites for the protection of innocent lives.

1552. Having heard the evidence in the Evidential Hearing, the Committee can identify the following failures on the operational level on the part of the LD in respect of the fire at WF Court:

(i) failing to properly address the issue of smoking at construction site under the pre-fire regulatory regime;

(ii) failing to properly address fire hazards associated with the use of foam boards;

(iii) failing to verify the fire-retardancy of the scaffolding nets; and

(iv) failing to properly address the safety concern about the access openings.

D2. Failing to properly address the issue of smoking in the BMR site in WF Court

1553. Due to the absence of specific legislation banning smoking on construction sites, the FSD and the BD (and indeed the ICU) do not consider that the smoking issue is under their purview. In sub-section D2 of Chapter 9, it has already been explained as to why smoking-related complaints are generally referred to the LD for handling. However, according to the LD's own interpretation, Regulation 53 of the CSSR, prior to amendment, would only apply when there is any flammable liquid or any mixture containing any such liquid present in the construction site. When there is no such substance present, as it was in the case of the Works at WF Court, the LD would not take any further action if there is a place designated for smoking by workers at the site concerned.

1554. Despite the absence of a general ban on smoking on construction sites, the way in which the LD dealt with the smoking-related complaints is certainly not satisfactory.

1555. A list showing the complaints made or referred to the LD is included in **Annex 8** of this Report.

1556. A lot of the complaints by the residents of WF Court were related to smoking by workers in WF Court, including Ref Nos 5, 8, 11, 15, 22, 24, 26, 29, 31, and 34. For Ref No 5, the anonymous complainant also provided photographs showing a worker smoking on the scaffolding.

1557. Ref Nos 21, 32 and 33 were about safety issues relating to the scaffolding protective nets. Ref Nos 25 and 26 were about the accumulation of waste materials and use of foam boards.

1558. To investigate these complaints, the LD had conducted 16[123] site visits. The staff from the LD could not find anyone smoking or any cigarette stubs at the scene during the inspections. Neither could they find any flammable substances at the site. The complaints were therefore found to be "*not justified*".

1559. Yet, the Committee has heard extensive evidence from residents, and has seen multiple photographs, videos and WhatsApp messages confirming that smoking on scaffolding at WF Court was a prevalent and persistent issue. The LD's repeated finding that complaints were "*not justified*" was simply contrary to the reality of the situation.

123 The 16 inspections, including "initial inspection", "normal inspection", "complaint investigation", "Improvement Notice follow-up inspection", "Special Enforcement Operation", and "pre-court inspection", were carried out by OSOs of the LD at WF Court between 1 July 2024 and 26 November 2025.

1560. The LD's enforcement approach required officers to personally witness workers smoking during their surprise visits. As pointed out by Mr Dawes SC, this was practically impossible because:

(i) workers would immediately extinguish cigarettes upon seeing the approach of any unfamiliar person;

(ii) workers could easily alert each other when the LD officers entered the site;

(iii) the LD officers, though attending the site in plainclothes, could only make observation at a far distance from the ground-level; and

(iv) visits were necessarily of limited duration.

1561. In at least one of the complaints, the complainant had supplied photographs supporting the allegation, and yet the LD dealt with the complaints as if there was no smoking at the site. In the opinion of the Committee, it would be too naïve to believe that it was the case.

1562. Mr Li Man Pong, who is a Senior Divisional OSO (Operation) of the LD (witness no 53), confirmed that the LD had never taken any enforcement action against smoking at WF Court. Only warning letters were issued.

1563. Obviously, the LD could issue a no-smoking order under Regulation 53 of the CSSR prior to the 2026 legislative amendment. However, as stated in Chapter 9, the LD took the stance that it could only issue such order if there were flammable substances on site. Mr Li Man Pong considered foam boards not to be a substance or thing which involved

danger from fire within the meaning of Regulation 53 before the legislative amendment.

1564. At the time, Regulation 53 empowered the CL to issue no-smoking order where "*in any construction site, any flammable liquid or any mixture containing any such liquid or substance or thing which in the opinion of the [CL] involves danger from fire is used or intended to be used"*. There is certainly substance in saying that the LD's narrow interpretation of Regulation 53, requiring flammable liquids rather than recognising the broader category of "*substance or thing which… involves a danger from fire*", was unduly restrictive and failed to address the obvious fire risk associated with BMR works which eventually materialised.

1565. In any event, even without a no-smoking order, the LD could have pursued enforcement under Section 6(2)(d)(i) of the OSHO. Under that section, it is an employer's duty to maintain workplaces in a condition that is safe and without risks to health of the employees, so far as is reasonably practicable. As rightly submitted by Mr Dawes SC, persistent smoking on scaffolding surrounded by combustible materials plainly engaged this duty.

D3. Failing to properly address fire hazards associated with the use of foam boards

1566. When a complaint in October 2024 specifically raised the flammability of foam boards as a concern[124], the LD's response was to investigate only the scaffolding safety issue. It did not address the foam board concern at all. On 11 November 2024, the LD wrote to the ICU returning the complaint and noting only the scaffolding issues it had addressed. The foam board fire hazard was passed back to the ICU without

124 Ref No 26 in the LD list at Annex 8.

the LD offering any opinion or recommendation. Madam Lam Sau Ching of the LD confirmed that foam boards were not the focus of the LD's inspections, because building materials were not within its remit.

1567. However, the use of foam boards on the external walls adjacent to the scaffolding where workers operated daily posed a fire risk to workers themselves. The LD's position that building materials were outside its scope is also inconsistent with the LD Code for Bamboo Scaffolding Safety, which requires scaffolding nets to meet fire-retardant standards. As rightly submitted by Mr Dawes SC, if the LD is responsible for ensuring that scaffolding nets are fire-retardant to protect workers, the same logic should apply to foam boards.

D4. Failing to verify the fire-retardancy of the scaffolding nets

1568. As mentioned above, there were a few complaints touching on the safety of the scaffolding nets. In respect of such issue, the LD's approach to supervising their fire-retardancy was limited to requesting fire-retardancy certificates from the contractor. Mr Li Man Pong of the LD confirmed that:

(i) the LD would request certificates if it perceived that there was a fire risk or received complaints about scaffolding fire risk;

(ii) if the contractor could not provide a certificate, the LD would refer the case to the ICU or the BD; and

(iii) the LD would not verify the certificate's content or authenticity because "*the capability of OSOs in authenticating or verifying the authenticity of the certificates is restricted by the lack of expertise in this regard*".

1569. In July 2024, the LD requested and received a fire-retardancy certificate and delivery notes from PC&E. The certificate was the same certificate dated 8 January 2024 that the ICU now believes to be bogus.

1570. On 20 November 2025 (six days before the fire), following typhoon damage and net replacement, the LD requested a new certificate for the replacement nets. PC&E provided a certificate that was, in fact, identical to the one provided 16 months earlier in July 2024. The certificate could not have certified the replacement nets procured in late 2025.

1571. Madam Lam Sau Ching admitted that neither she nor her colleagues noticed this was the same certificate, stating that she focused only on the test results. The Government accepts in its closing submissions that this failure to notice the same certificate is an area for improvement. Furthermore, the LD did not require delivery notes for the new batch of safety nets, and there was no way to connect the certificate to the actual nets in use.

D5. Failing to properly address the safety issue about the access openings

1572. As stated in sub-section D3 of Chapter 9, Regulation 54 of the CSSR relates to the maintenance of proper means of escape in the case of fire.

1573. Mr Li Man Pong's position was that Regulation 54 applied only to unoccupied construction sites (e.g. new buildings under construction). For occupied buildings undergoing renovation, the LD considered escape route integrity to be the BD's or the FSD's responsibility.

1574. As rightly pointed out by Mr Dawes SC, this distinction has no basis in the text of Regulation 54, which applies to "*a construction site*" without qualification. WF Court during renovation was a "*construction site*", as confirmed by the LD's exercise of jurisdiction over other safety matters on the site. Moreover, workers themselves needed to use the staircases. Access openings compromised the means of escape that workers (and not just residents) would use to evacuate in an emergency. Indeed, two workers testified in the Evidential Hearing, Mr Yiu Shun Yau and Madam Huang Zulian, were trapped on the roof during the fire because the staircases were smoke-logged and could not be used to escape.

1575. Mr Yuen Tsz Lok Murphy (witness no 54), Chief OSO of the LD, went so far as to state that his department did not oppose the practice of creating access openings, viewing them as having a legitimate occupational safety purpose (allowing workers to avoid climbing scaffolding extensively). However, he confirmed that the decision of where and how to create openings required proper risk assessment and consultation with consultants or relevant Government departments. Further, other evidence confirmed that access openings were far from indispensable. The BD found after the fire that of some 400 other buildings under major repair, only eight buildings had access openings. For the vast majority of these repair works, workers were able to reach the scaffolding from rooftops and podiums. Indeed, when the fire broke out in WF Court, workers initially descended the scaffolding. In the HD's works projects, gondolas were used in phases and openable windows in common areas served the same purpose.

1576. The practical consequence is that, despite conducting 17[125] inspections at WF Court, the LD's officers never inspected the staircases for fire safety issues and never noticed the access openings, let alone assessed whether those openings compromised the means of escape.

D6. Concluding remarks on the responsibility of the LD

1577. As compared with the BD, the ICU and the FSD, the LD should bear lesser responsibility for the fire and the resulting high casualties. After all, the LD is mainly responsible for OSH issues in BMR sites. A lot of the fire hazards which existed in WF Court at the time of fire were related to fire safety of the buildings and their occupants in general. Further, the Committee agrees that the LD might not have the expertise to deal with technical issues relating to different building materials and building procedures, and it was only because workers were also working in BMR sites that some of the safety issues fell within the purview and the responsibility of the LD.

1578. Nevertheless, the way in which the LD handled the complaints showed the working attitude of just following the books in handling matters of serious safety concerns raised by the complainants.

1579. On the issue of smoking, the LD referred a smoking complaint to the FSD on 22 July 2024.[126] The FSD rejected it as outside its jurisdiction. The complaint was not effectively addressed by either department. On the issue of foam board, the October 2024 complaint about foam boards was partly referred to the ICU for the scaffolding net issue.[127]

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125 Apart from the 16 inspections conducted to investigate complaints as mentioned in para 1558 and footnote 123 above, the LD also made a step-up surprise surveillance visit to the site on 26 September 2024.

126 Ref No 5 in the LD list at Annex 8.

127 Ref No 26 in the LD list at Annex 8.

The foam board issue itself was not addressed by the LD and not adequately investigated by the ICU. On the issue of scaffolding nets, the LD's memo to the ICU dated 11 November 2024 noted that scaffolding net fire-retardancy raised public safety concerns beyond the LD's worker safety mandate, recommending the ICU to take parallel action. However, the LD did not follow up to confirm that the ICU took action. The result was that fire safety issues at WF Court fell through the cracks among departments. The LD addressed only worker-specific OSH matters but disclaimed responsibility for fire hazards that equally affected workers.

1580. In one of the emails written by Madam Lam Sau Ching to the complainant[128], Madam Lam mentioned that the LD was only responsible for enforcing OSH legislations, and the complainant should contact "the relevant department" for follow-up on "public safety matters". Such kind of reply was certainly unsatisfactory. Instead of addressing the concern of the complainant and helping him to get the attention of the proper supervisory authority, it left to the complainant to figure out what he should do to pursue the complaint which concerned serious safety issue.

1581. Though the LD had adopted a narrow interpretation of its power under then Regulation 53 of the CSSR, the LD knew full well that complaints relating to smoking in BMR sites were mostly referred to it for handling. In a way, the staff of the LD should have known that they were the final gate-keeper on this particular issue. As smoking by workers would pose a huge fire risk in BMR sites leading to possibility of high casualties, the LD should have followed up on the complaints to ensure that the safety concerns raised by the complainants had been properly addressed. Rather than just following the rules and established procedures, the personnel handling the complaints should perhaps ask a rhetorical question to himself or herself: if there are workers smoking outside his or her own

128 Ref No 30 in the LD list at Annex 8.

apartment during the execution of large-scale BMR works, when the building is covered by scaffoldings and protective nets and building materials are lying all around in the scaffoldings, would he or she have a serious safety concern? The answer is obvious and they should therefore follow-up on the complaints with the other departments.

1582. Even worse, one of the replies made by the LD to the complainant was inaccurate. On 4 October 2024, Madam Lam Sau Ching approved a reply to a resident's enquiry about scaffolding net fire-retardancy:[129]

> "*According to LD's applicable construction site safety regulations, there is no fire-retardant standard covering scaffolding nets or any material. Furthermore, according to the site visit of our personnel, the maintenance works did not require hot works, use of fire or flammable items on the scaffolding, and proper fire extinguishing facilities were provided on site. Therefore, the risk of scaffolding net fire is relatively low." (the original Chinese reads: "根據現時勞工處所執行適用於建築地盤的安全條例中，並沒有涵蓋於棚網或任何物料的阻燃標準。此外，根據本處人員對該地盤視察所得，該維修工程並不需要在竹棚架上進行熱工序、使用火或易燃物品等等，而地盤內亦有提供合適的滅火設施。因此，棚網發生火災的風險相對為低*.")

1583. As Madam Lam Sau Ching admitted at the Evidential Hearing that the reply was not correct:

129 In reply to Ref No 16 in the LD list at Annex 8.

(i) The 4th edition of the LD Code for Bamboo Scaffolding Safety (then in force) did require all scaffolding protective screens to be made of fire-retardant material. That requirement did not apply merely to tarpaulin.

(ii) The 5th edition of the LD Code for Bamboo Scaffolding Safety (effective 19 October 2024) would make this even more explicit.

(iii) The LD had been requesting fire-retardant certificates from PC&E since July 2024. This was inconsistent with telling residents that there was no applicable standard.

(iv) The statement that fire risk was "*relatively low*" was, in light of subsequent events, manifestly wrong.

1584. Since the reply represented the official stance of the regulatory authority, it might deter the complainant from taking the matter any further leaving him or her in a helpless and desperate situation.

E. OTHER GOVERNMENT DEPARTMENTS AND PUBLIC BODY

E1. The Police

1585. The Police have no statutory role in the regulation of building works, FSIs or fire safety. None of the pre-fire regulatory failures examined in this Report fell within the Police's remit.

1586. The Police's role lays only in the emergency response on the day of the fire, which has already been examined in Chapter 7 of this Report.

E2. The HAD

1587. The HAD is responsible for policy on building and property management and for supporting homeowners and IOs in discharging their management responsibilities. The HAD is not a fire safety regulator. Its direct involvement with WF Court before the fire concerned building-management governance, not fire safety. These governance and procurement (including procurement of works contract) matters will be discussed further in Chapter 14 of this Report.

E3. The URA

1588. The URA's relevant role is the facilitation of building rehabilitation. It also operates the Smart Tender Scheme under which assistance and consultancy support are made available to homeowners undertaking BMR works. Similar to the HAD, the URA is not a building-control or fire-safety authority.

1589. Further, the URA did not assume the role of the works consultant and that enquiries or complaints touching the conduct of the works, or building and fire safety matters, were directed to the responsible departments, namely the BD and the FSD. The URA therefore had no regulatory responsibility for fire safety at WF Court.

1590. Nevertheless, bid-rigging is a serious concern in this Inquiry and the tendering process of BMR works also affects how the RI and the RC are selected. Since such issues are more related to the TOR2 Inquiry, the role played by the URA in the tendering process of the Works at WF Court and its failings will be addressed separately in Chapter 14 of this Report.

F. CONCLUDING REMARKS ON THE RESPONSIBILITY OF THE VARIOUS GOVERNMENT BODIES

1591. Having examined the responsibility of the respective parties involved in the tragic incident, the Committee concludes that the fire at WF Court was the result of the faults and deliberate misconduct of various individuals from the private sector and decades of failure by the bodies in positions of responsibility in the construction, fire safety engineering and building management industries, and the Government to appreciate and address the danger and the likely risk of a devastating fire when the buildings are undergoing major BMR works. Further, disaster of such magnitude involved not just violations of safety rules but also long-standing flaws in the regulatory regimes and slack enforcement attitude.

1592. The Committee does not need to repeat the high and obvious fire risks associated with the execution of large-scale BMR works like the one at WF Court and the painful lessons learnt from the Previous Similar Fire Incidents. Indeed, the Mariners' Club fire and the Chinachem Tower fire speak volumes about the danger of fire in construction sites, and the fact that there are residents living in BMR sites makes it worse. The fact that 72 lives were lost in the Grenfell Tower fire speaks for itself.

1593. Mr Suen SC for the Government submits that the fire was the product of sustained, multi-faceted [redacted] by multiple private actors operating over a period of months, in circumstances where every actor bearing primary responsibility either actively participated in the creation of hazardous conditions or was grossly negligent in circumstances amounting to a complete abdication of professional duty. Worse still, it is evident that such wrongdoings specifically sought to circumvent or undermine the existing structural frameworks in place, thereby seriously hampering and undermining the Government's supervisory function. The

Committee agrees with such observation. As set out in Chapter 10, the faults of the building professionals, the fire safety engineering professionals, and to a lesser extent the building management professionals, merit the Committee's strongest condemnation.

1594. Yet, had the staff of the various Government bodies handled the complaints properly and done their works seriously given the possible tragic consequences of fire in BMR sites, there was a real possibility that the misconduct of the private-sector parties and the fire hazards in WF Court could have been rectified or removed before the fire. Indeed, lax enforcement by responsible regulatory authorities inevitably leads to lax and poor performance by corresponding private-sector parties. The Committee therefore takes the view that the various Government bodies identified in this Chapter should bear part of the responsibility for the high casualties caused by this tragic fire.

1595. In the opinion of the Committee, such systemic failures were caused by a combination of different factors.

1596. Firstly and most importantly, there was a general lack of sense of crisis amongst various responsible departments that a devastating building façade fire of such scale could have happened in Hong Kong. Put it simply, they failed to foresee the risks which were very much foreseeable. This is regrettable given the circumstances that led to the huge fire and high casualties in the Previous Similar Fire Incidents.

1597. Secondly, also partly caused by the lack of sense of crisis, there are loopholes in the regulatory regimes. The examples have been repeated many times in this Report:

(i) There was no specific law prohibiting smoking in construction sites despite the obvious fire risk smoking creates.

(ii) There is minimal or even no supervision over the execution and safety of BMR works, which are only regarded as MW under the building works control system.

(iii) There is very little statutory control or supervision over the safety of "temporary" building materials commonly used in BMR works, such as foam boards and toe-boards, etc.. No standards have been prescribed for fire-retardant properties of these materials. Even if there are standards, such as the case for the scaffolding protective nets, there is no effective system to supervise the compliance of the standards.

1598. Thirdly, again partly caused by the lack of sense of crisis, the various responsible departments have failed to prioritise their work appropriately having regard to the high and obvious fire risks associated with BMR works. The Committee appreciates that public resources are limited, and it would be unrealistic to expect that the supervisory authorities would have the means to conduct inspection in every BMR site. Yet, the supervisory authorities should have properly prioritised their supervision having regard to the risks and hazards concerned. All the public servants giving evidence in the Evidential Hearing agreed, with the benefit of hindsight, that the risk of façade fire and the possibility of high casualties in the case of fire were extremely high during the execution of large-scale BMR works in buildings with occupants. With the painful lessons learnt from the Previous Similar Fire Incidents, it is regrettable that those who were in positions of supervisory responsibility did not appreciate the gravity of such risk and danger by that time.

1599. Fourthly, for most of the regulatory regimes involved in this particular incident, the Government has just relied on the proper discharge of the duties on the part of professionals such as PBPs, RCs, RFSICs and PMCs, i.e. the "honour system". This may work in some of the professions. However, there are already strong indications (as further elaborated in Chapter 13) that persons with dubious or triad background are active in the BMR industry. Given the probable presence of black sheep in the industry, it is regrettable that there was practicably no control or supervision over the actual execution of the BMR works.

1600. Fifthly, as vividly demonstrated in the present case, there is a working attitude in the Government of just following rules or established system of work without paying heed to the welfare needs of the general public. Unfortunately, the way in which the complaints were handled by the various Government departments concerning the present tragic incident reinforces the entrenched impression of the public about such working attitude in the public sector.

1601. Since there are different regulatory regimes which are relevant to the regulation of fire safety issues relating to BMR works and that there may be loopholes among different regulatory regimes, there may be uncertainty as to which department or unit was responsible for handling a particular complaint or issue relating to the Works at WF Court. Instead of working together to solve the problem concerned, the facts in the present case show that the different departments just "passed the ball" to the others. The relevant civil servants had ignored the real and legitimate safety concerns of the residents leaving them in a helpless and desperate situation. Most unfortunately, what happened afterwards show that the residents were right about their complaints.

1602. As a matter of good governance, the services provided by the civil servants should be "people-centred". In the case that the complainant has raised a matter of genuine concern, they should "take an extra step to help". They should avoid saying "this is not our responsibility and go look elsewhere".

1603. Hong Kong always takes pride that we have established rules and systems governing various matters relating to our life and well-being. However, strictly following the rules and systems on the part of public servants without paying heed to the welfare needs of the general public certainly fails to meet the reasonable expectation of the public for good governance on the part of the Government. One must always remember that the fundamental purpose of the Government is to advance public interest and welfare, and when that fails, those running the Government should not hide behind established processes and routines, which are instruments to assist in achieving that purpose and not ends in themselves.

1604. The Committee wants to stress one point. The failings of and the working attitude in the individual departments identified in the Report are observed by the Committee based on the evidence in the Inquiry. Such failings should not apply across the board to other Government bureaux and departments and civil servants.

1605. The Committee can say confidently, from the experience of its own members, that there are many civil servants who have been working diligently and conscientiously, always putting the interest of the public at the forefront. The international ranking also speaks for itself. Hong Kong ranks second globally in government efficiency according to the World Competitiveness Yearbook 2026 published by the International Institute for Management Development. Amongst 182 countries and territories, Hong Kong is ranked the 12th lowest level of corruption in the public sector according to the Corruption Perceptions Index 2025 of the

Transparency International. Further, according to Professor Usmani, prior to the fire in WF Court, the fire fatalities in Hong Kong were significantly lower than the global average according to the global fire statistics published by the International Association of Fire and Rescue Services. Such impressive records are the result of the effort of a large number of fine people working for the Government, and one must not forget that the whole community in Hong Kong is the beneficiary of such an efficient and clean Government. The Committee also takes comfort with the fact that the Government has taken speedy remedial measures after the fire to tackle some of the problems exposed by this tragic incident. As mentioned in Chapter 1 of this Report, this is certainly an indication of good governance on the part of the Administration.

1606. Therefore, the Committee makes the criticisms against the Government bodies identified in this Report with a very heavy heart. However, as pointed out by Mr Dawes SC, these criticisms are not made lightly, and all of them are based on solid evidence. As described in Chapter 1, the present incident was just a "perfect storm" exposing the worst parts of the various regulatory regimes relating to fire safety issues concerning BMR sites. Unlike many professionals in the private sectors, many civil servants carry the heavy burden of protecting human lives and the welfare of the general public. While they should deserve the understanding of the public for the onerous burden they carry, they should also bear in mind the public interests they have to serve when discharging their duties. The Committee trusts that the present tragic incident would serve as a painful reminder to all the civil servants that they should continue to strive for excellence in the performance of their public duties, so as to make Hong Kong a safer and better place for all of us to live in.

CHAPTER 12
RECOMMENDATIONS FOR TERMS OF REFERENCE (1) MATTERS

A. OVERVIEW

1607. In the course of the Evidential Hearing, the Committee has examined the circumstances surrounding the WF Court fire: its origin, its rapid and destructive development, and the actions taken by the FSD and other emergency responders in the minutes and hours that followed. The Committee has also considered the adequacy of training provided to frontline officers on the handling of high-rise building fires; the systems by which fire safety risks (and escalation of such risks) in occupied buildings are identified and assessed; and the regulatory framework within which homeowners, RCs, RFSICs, building professionals, and public authorities discharge their respective responsibilities.

1608. Although the Committee's remit has been directed to a single incident, the evidence has revealed systemic deficiencies and regulatory failings of broader significance to the safety of residents in multi-storey buildings.

1609. A substantial number of recommendations have been advanced by Counsel for the Committee and Involved Parties, expert witnesses and professional bodies.[130] Their proposals ranged from targeted operational reforms to more structural changes in the regulation, approval and management of high-rise residential buildings. As is often the case in matters of this kind, the views expressed were far from uniform.

130 These include *inter alia* the Recommendations on improvement measures by the Government concerning TOR1 and TOR2 of the Committee, the Proposed Improvements submitted by nine WF Court residents on 15 June 2026, recommendations from professional bodies, and suggestions proposed by the Involved Parties in their closing submissions.

1610. The Committee has considered all such proposals. But, it is essential that any recommendations made by this Committee rest squarely on the facts established by the evidence, and that they are capable of commanding the confidence of those with practical experience in the field.

1611. In making the recommendations, the Committee would also put down three caveats here.

1612. First, the recommendations are made based on the technology known to the Committee at this time. Technology is now developing at an unprecedented pace, with new innovations and inventions becoming available faster than at any point in history. Artificial intelligence, Internet of Things, next-generation computing, and automation and robotics may have revolutionary impacts on building procedures and materials, and on the ways in which these and other fire-safety-related matters are supervised. Reform should not therefore stop with the recommendations in this Report, and the responsible authorities should continually explore whether they can make use of new technology to remedy the systemic deficiencies and regulatory failings identified in this Report.

1613. Second, some of the recommended improvements to fire safety in high-rise buildings may increase the costs of BMR works in general. Fires of the kind seen at WF Court are rare. But, as Professor Usmani had testified in the Evidential Hearing, the risk of massive casualties in the case of façade fire associated with BMR works is a factor which cannot be ignored. Human life has an intrinsic value that goes far beyond any money or price tag.

1614. Yet, a lot of stakeholders and commercial interests will be involved in implementing any reform in the future, including the financial burden on the homeowners in making contributions towards the costs of BMR works. In considering how to implement the reform in the future,

whilst every effort should be made to protect human life, the reform should not have the effect of making BMR works unaffordable to homeowners. Hence, the details of any recommendations would warrant further consideration by the Government in consultation with the various stakeholders, having regard to such factors as resource implications, market practicality, stakeholder readiness, etc.. Whilst fundamental changes are urgently required with respect to the regulatory mindset, market practices and stakeholder behaviour, the ultimate reform must be practical, practicable and sustainable.

1615. Indeed, the United Kingdom has introduced a series of building safety improvement measures after the Grenfell Tower fire in 2017. There are media reports that such measures may not be sustainable because of the heavy economic, operational, and structural burden they place on the construction and housing industries. This is another lesson of Grenfell Tower fire that one must bear in mind.

1616. That is the reason why the Chairman of the Committee had emphasised in the Evidential Hearing that the recommendations made in the Report "*should not detach too much from reality*"[131] and would be "*more directional*"[132] in nature.

1617. The recommendations that follow are grounded exclusively in the evidence heard and the issues covered by the TOR. They do not purport to anticipate further evidence that may emerge in other fora, nor do they attempt to resolve questions that were not the subject of detailed examination. In determining what should properly be recommended at this stage, the Committee has focused on measures that are capable of making a meaningful and immediate contribution to the safety of residents in high-rise buildings.

131 On Day 26 of the Evidential Hearing.
132 On Day 28 and Day 30 of the Evidential Hearing.

1618. The increased use of combustible materials in external wall works, the complexity of modern building systems, and the prevalence of renovation activities in occupied buildings have introduced new vectors of risk associated with the execution of BMR works. Strengthened regulation, more rigorous testing and certification of materials, and clearer lines of responsibility between homeowners, contractors and regulators will be essential to mitigating those risks. The recommendations that follow are directed to ensuring that those responsible for the design, approval, management and emergency response of high-rise buildings are equipped to meet that imperative.

1619. The Committee's recommendations below are divided into the following categories: those requiring immediate implementation (which will be addressed in Section B), and those representing longer-term structural reforms for the Government's consideration (which will be addressed in Section C). This structure is intended to assist policymakers in prioritising measures that can deliver prompt safety benefits while laying the groundwork for more comprehensive reform.

1620. Apart from the recommendations relating to the fire safety issues associated with the execution of BMR works, the Committee has also reviewed the firefighting and evacuation operations, the equipment provided to firefighters and the procedures for handling emergency calls and requests for assistance in Chapters 7 and 8 of this Report. The recommendations made by the Committee after this review will be set out in Section D.

B. RECOMMENDATIONS FOR IMMEDIATE IMPLEMENTATION

1621. These immediate recommendations are meant to be temporary, "extra-cautious" safeguards for buildings that are currently occupied and under repair. They are intended to be protective safeguards and err on the side of caution. As the experts of the Committee explained, once the Government has carried out a thorough public consultation and designed tailored long-term measures, these strict interim steps can be eased gradually where appropriate.

B1. Immediate ban on use of combustible temporary materials on high-risk façades

1622. In renovations of high-rise buildings, contractors commonly wrap entire buildings in scaffolding nets and canvases to contain falling dust and debris. As analysed in Chapter 6, when these temporary works are made of combustible materials, they form a continuous vertical fuel source. If a fire is ignited on the façade, non-fire-retardant nets and canvases may burn intensely and melt, producing flaming droplets – a rain of liquid fire that cascades downwards, igniting lower elevations and trapping residents.

1623. This spread pattern was central to the rapid vertical fire spread at WF Court. The combustible scaffolding nets and canvases materially accelerated the fire's upward progression. The experts agreed that had fire-retardant nets and canvases been used, the initial fire might have self-extinguished without propagating vertically. Instead, the intense heat triggered pyrolysis, turning the structural bamboo scaffolding into a large-scale fuel source.

1624. Likewise, the evidence demonstrates that highly flammable foam boards used to cover residents' windows served as a significant factor in spreading the fire from flat to flat. These foam boards quickly melted off and detached from glass panels when subjected to intense heating. Once dislodged, the boards propagated sustained flames onto other combustibles.

1625. **The Committee therefore recommends** an immediate prohibition on:

(i) The use of combustible temporary materials (such as non-fire-retardant safety nets, plastic sheeting, and foam boards) in or adjacent to re-entrant spaces. By banning the use of these materials in adjacent areas, the continuous path of fuel under chimney effect is broken.[133]

(ii) The storage of flammable temporary materials, timber planks, or structural scaffolding materials above ground level exits so as to prevent falling debris from trapping residents or blocking firefighters during an emergency.

(iii) The use of combustible materials (such as foam boards) on windows and external walls.

133 As the experts clarified during the hearings, a complete ban on combustibles across all scaffolds may not be necessary if the scaffolding is completely remote from re-entrants. Once a standardised, scientific risk assessment framework is established on a project-by-project basis, contractors can be permitted to use certified fire-retardant materials if the thermodynamic simulation proves the chimney effect risk is contained.

1626. These recommendations aim to stop fire from having an easy, unbroken path of flammable materials to travel along, whether between buildings, above exits, or across windows and walls, so that residents have time to escape and firefighters can perform their duties safely.

1627. The Committee takes note that, since the fire, the BD and the ICU have launched surprise inspections to check whether combustible materials like foam boards have been affixed to external walls and windows. RIs and RCs are now requested strictly not to install combustible materials (such as foam boards) on external walls and windows of buildings. These measures flow from the BD's 16 March 2026 circular ("BD 2026 Circular"), which expressly banned the use of such materials on external walls or windows. The Committee further understands that the Government has been reviewing the BO to establish prescriptive material safety standards directly in the law, making non-compliance a criminal offence; **the Committee agrees** that such a review is necessary, and support the creation of the offence.

B2. Immediate ban on access openings

1628. To facilitate worker movement between the staircases inside the building and the bamboo scaffolding, the contractors at WF Court removed the staircase windows every five floors, creating temporary openings commonly known as access openings. These openings were then covered with thin wooden boards and aluminium panels – materials offering no meaningful fire resistance.

1629. The contribution of these access openings to the scale of the tragedy is beyond dispute. As analysed in Chapter 6, the evidence shows that smoke infiltrated into the staircases through gaps in the temporary boards long before they burned through, whereas proper fire-rated windows would have kept internal temperatures tenable even as the re-entrant fire

exceeded 1,000°C. Because the aluminium panels and wooden boards failed to resist fire, smoke penetrated rapidly, reducing residents' safe evacuation time.

1630. **The Committee therefore recommends** an immediate prohibition on the use of access openings at all means of escape, including staircases and lift lobbies. Furthermore, all windows at means of escape should be fitted with fire-rated glazing or fire-resistant glass meeting specified standards to prevent burn-through and smoke or heat ingress. If access openings cannot be avoided, any access opening in escape staircases should be protected by a temporary fire barrier with a fire rating property equivalent to that of the original provision pursuant to the BD 2026 Circular .

1631. Relatedly, the Committee notes that some older buildings retain staircase windows with upper ventilation panels that can be opened as well as lift lobbies with openable windows. **The Committee recommends** that where similar designs exist, a temporary warning should be issued by the Government to keep these windows closed, and in the longer term, a review should be undertaken to determine whether they should be replaced with sealed, fire-rated windows.

B3. Immediate implementation of staged external wall repairs across multi-building estates

1632. In the Inquiry, the Government recommends that for large-scale renovations involving more than one building in a court, "*all repair of external walls must be carried out in phases*". In light of the spread of the fire in the case of WF Court, **the Committee agrees and makes the same recommendation**.

1633. By requiring the contractor to repair the estate in distinct phases, the contractor is prevented from simultaneously wrapping multiple residential blocks in an envelope of combustible scaffolding and plastic netting (which should in any event be prohibited as suggested in sub-section B1 above). This structurally confines any potential fire spread to a single, isolated block.

C. RECOMMENDATIONS FOR LONG-TERM AND SYSTEMIC POLICY REFORMS

C1. Fire-safety testing and accreditation of construction materials

1634. The Committee received clear evidence that, in the period leading up to the fire, the building control system operated on a largely passive, paper-based model of compliance. The ICU and the LD inspectors relied heavily on test certificates submitted by the contractor, without independent verification. [redacted] The evidential picture is one of a regulatory process that assumed honesty but invited exploitation.

1635. There was also a serious deficiency in the manner of on-site testing. As shown by the evidence, the ICU's inspectors attempted to conduct informal "quick tests" using a hand-held lighter to burn small pieces of netting. The process is inherently unscientific and easily manipulated. When a sample ignited for 10 seconds and failed, the contractor simply directed inspectors to another non-flammable spot for a "re-test", which was then accepted. What is plain is that such tests provide no reliable indication of fire performance and create a false sense of assurance.

1636. The regulatory gap is stark. Temporary materials capable of accelerating fire spread were permitted on occupied buildings without any verified fire performance standard.

1637. **The Committee therefore recommends**:

(i) Expanding the testing regime to include surprise inspections and independent verification of all laboratory certificates through laboratories designated by the Government and accredited under HOKLAS or by other accreditation bodies which have reached mutual recognition arrangements with HOKLAS.

(ii) Subjecting all temporary vertical wrapping materials (including plastic sheeting, tarpaulins and toe boards) to the same rigorous testing and certification standards as safety nets. This is consistent with the Government's recommendations.

(iii) Prohibiting the use of on-site lighter tests as evidence of compliance with fire performance standards. These tests are arbitrary, prone to manipulation, and may create a dangerous illusion of compliance. Verification of fire performance must rely exclusively on the testing by accredited HOKLAS laboratories or by laboratories accredited by other accreditation bodies which have reached mutual recognition arrangements with HOKLAS.

1638. These recommendations are broadly reflected in the new PNRC 85. In essence, RCs are now required to: (i) obtain official fire-retardant test reports from suppliers; (ii) conduct random sampling of

each lot of safety nets to be tested by an accredited laboratory (including HOKLAS-accredited and accredited by other accreditation bodies which have reached mutual recognition arrangements with HOKLAS); and (iii) submit e-reports with secure digital signatures directly to the BD. **The Committee agrees** that these measures represent a material improvement over the previous regime.

1639. Nevertheless, several aspects **warrant further consideration**:

(i) When contractors sample materials off-site, paragraph 6(j) of PNRC 85 allows them to operate their own tracking systems (such as QR codes, RFID chips) to demonstrate that the nets delivered to the site are the same as those tested. The evident rationale is to create a traceable chain between laboratory-tested samples and the materials ultimately installed on the scaffolding.

(ii) Yet, allowing a contractor to manage its own tracking database may present a fraud risk. Without continuous independent custody from the warehouse stage through to installation on the façade, a dishonest contractor may be able to transfer a digital tag from a compliant material to a non-compliant substitute. In these circumstances, the Government should consider what further safeguards should be put in place to ensure that the material tested in the laboratory is the same material ultimately installed on the façade.

(iii) Furthermore, PNRC 85 currently requires the BD to give contractors up to three working days' notice before conducting random site audits, because the BD relies on the contractor's own scaffolders to climb and cut samples. This notice period affords contractors a three working-day opportunity to replace substandard nets with compliant ones. The Government may consider how best to reduce the risk of contractors circumventing the system.

C2. Regulation of the fire-retardant property of all the temporary building materials used in the execution of BMR works

1640. The evidence in the Inquiry shows that the BD has all along been focusing on the regulation of major building materials, i.e. those involving structural elements and fire resisting functions such as concrete, structural steel, fire-rated doors, etc.,[134] and that there has been less control over temporary building materials used in BMR works. Whilst there are specifications about the fire-retardant property of scaffolding nets and plastic sheeting, there is no express specification about the fire-retardancy standards in respect of other materials such as foam boards, walkways used on working platforms, toe-boards and fastenings of bamboo members.

1641. In view of the fact that these materials provided the fuel load for the fire to spread rapidly in the case of WF Court, **the Committee recommends** the Government to conduct a review of the fire-retardancy standards in respect of all "temporary building materials" used on the façade of the buildings for the execution of BMR works, and to provide more concrete and clear standards for the building professionals to follow in the selection of appropriate temporary building materials.

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134 See Chapter 9 para 968.

C3. Bamboo and plastic nets: transition to non-combustible materials in appropriate scenarios

1642. Traditional bamboo and combustible plastic nets are relatively inexpensive and adaptable. But, the evidence shows that the heat generated by the façade fire at WF Court initiated pyrolysis of the bamboo scaffolding, effectively transforming the entire exterior envelope into a vertical fuel source. Once pyrolysis began, the scaffold structure itself contributed materially to the intensity and upward spread of the fire.

1643. The Committee recognises that the question of reducing reliance on bamboo scaffolding is complex and, in some quarters, contentious. An outright ban would have significant financial and logistical consequences. There are also circumstances in which bamboo remains practical, safe and even necessary – for example, smaller scale works or sites located on narrow streets where metal systems cannot be deployed.[135] Any transition therefore requires a balanced and evidence-based approach.

1644. **The Committee therefore recommends** exploring (with appropriate financial or other support measures where necessary) a transition from traditional bamboo scaffolding and combustible plastic wraps. This may include, in appropriate cases, use of metal scaffolding systems in place of bamboo scaffolding, and the replacement of combustible plastic nets or wraps with fire-rated fibreglass mesh, stainless-steel mesh wraps, or flame-resistant tarpaulins as suggested by the Committee's experts. The Government should establish a strategic task force with industry stakeholders to research, develop and support this long-term transition.

135 As mentioned in, amongst others, Government's press release dated 27 November 2025 on the Secretary for Development's meeting with construction industry on special inspections and regulatory review (https://www.devb.gov.hk/en/publications_and_press_releases/press/index_id_15349.html).

The Committee notes that the DEVB and the Construction Industry Council have already commenced formal discussions on a "*roadmap to switch from bamboo scaffolding to metal scaffolding*" where structurally and logistically appropriate.

C4. Fire safety systems and SDNs

1645. An SDN is a formal notification submitted by an RFSIC to the FSD stating that a building's FSIs will be temporarily deactivated for maintenance. It is intended to operate as a safeguard: a mechanism by which the FSD is alerted to periods when a building's fire-protection systems are inoperative.

1646. At WF Court, the SDN system was gravely abused. The fire alarms and hydrants of each building were shut down for extensive periods. Residents were left unaware of the exterior fire until smoke had already entered their homes. Yet, no representative of China Status, the RFSIC engaged by PC&E and which submitted the SDNs, ever attended the estate, inspected the pump room layout, or supervised the physical shutdown. The SDN regime, designed as a notification safeguard, was relegated to a paper formality.

1647. Further, the water pumps were deactivated not by using the individual isolator switches designed to cut power to the pumps alone, but inadvertently by non-RFSIC personnel turning off the master power switches. Because the master power switch simultaneously controls electricity to both the FHHRS and the FAS, this action silenced the fire alarms across all buildings (until some were manually switched back on during the fire). Without conducting any on-site checks, China Status submitted SDNs with the "FH/HR" box ticked but left the "FAS" box blank, misleading the FSD into believing that the fire alarms remained operational.

1648. **The Committee recommends**:

(i) Legislating that no major FSIs (including the FAS, the FHHRS or sprinkler systems) may be deactivated during a specified period at night without prior written statutory approval from the DFS. Applications should be lodged in advance or within 24 hours if the FSI is found non-functional, and be accompanied by: (i) an independent engineering risk assessment of cascading effects on other FSIs; and (ii) a physically verified standby-safety plan (such as temporary redundant sprinklers or external water manifolds). Even if RFSICs may apply for 14-day extensions, the cumulative shutdown period of a major FSI should be strictly capped at 60 days, with reasons given and scrutinised by the FSD. This shifts the law from a passive notification model to a strict pre-commencement approval regime, and imposes a maximum duration that a building's FSIs may remain inoperative while undergoing repairs.

(ii) Legislating a new offence penalising any RFSIC who submits an SDN or signs an FS251 certificate for works they did not personally execute or directly supervise.

(iii) Introducing management criminal liability for the PMCs under a statutory "FSI Responsible Persons" regime, as the Government has helpfully suggested in its recommendations presented to this Committee. The PMCs should bear a direct, non-delegable duty to coordinate site safety, and in particular ensure that the FSIs (including the FAS) remain fully operational throughout major renovation works.

(iv) Mandating tamper-evident seals for all high-rise FSI pump rooms. Under normal conditions, the master power switch should be locked in the "ON" position using a serialised, green tamper-evident seal. If the seal is ruptured, a white "VOID" indicator is exposed. The PMC building attendants should be legally required to inspect the seals during daily patrols and report any breach to the FSD and the PMC within two hours. The Committee notes that a similar measure has already been implemented by the FSD by way of its Circular No 1/2026.

(v) Requiring prominent, engraved red warning labels on FSI electrical panels. The evidence showed that WF Court's master power switches carried no warning that they also controlled the fire-alarm system, and there was uncertainty (particularly on Victory Fire's part) about whether FSD's 2022 Code of Practice, which contains such a requirement, applied to a 1980s estate like WF Court. Clarification is needed. All buildings of similar vintage should be retrofitted with bilingual warnings with specific wording prescribed by the FSD.

(vi) Issuing an FSD circular making it a disciplinary offence for an RFSIC to permit or execute a master power shutdown where pump-level isolation would suffice.

(vii) Increasing the pecuniary penalty under Regulation 8 of the FS(I&E)R for any unregistered individual who switches off or alters a building's primary FSI systems, and making the offence punishable by imprisonment. The current Level 5 fine (HK$50,000) hardly provides sufficient deterrence,

particularly to sizeable contractors, as recognised by AD Keung during his oral evidence.

1649. When this Inquiry is underway, the Government has proposed legislative amendments to raise the legal and financial stakes of non-compliance. **The Committee also supports** these proposals concerning:

(i) Raising the maximum penalty for issuing false or misleading FS251 certificates and making the offence punishable by imprisonment.

(ii) Implementing provisions under which directors, AS and QPs are personally liable if an FSI offence is committed with their consent, connivance, neglect or omission.

(iii) Abolishing permanent RFSIC licences and transitioning to mandatory periodic renewals subject to strict vetting by the Police and the ICAC.

1650. The Committee has heard evidence about the involvement of Victory Fire. In October and November 2025, Victory Fire's licensed technicians returned to WF Court to execute remedial works arising from an earlier regular annual inspection. They observed empty FS tanks and master power switches inside the pump room in the "OFF" position, the latter rendering the FAS inoperative. Yet, they did not notify the FSD, believing it was not their responsibility to "overstep" their mandate and interfere with another RFSIC (i.e. China Status)'s scope of work.

1651. The failure to alert others to an obvious and serious danger is plainly unsatisfactory. **The Committee recommends** amending the FS(I&E)R to introduce a statutory duty to report. If any RFSIC, QP or registered technician discovers that a major FSI is disabled, such as empty FS tanks or a deactivated master power switch, they must notify the FSD (via, for example, an emergency hotline or dedicated email address) within 24 hours. Failure to report should automatically constitute professional misconduct, triggering immediate suspension and personal criminal liability. This is in line with the Government's proposal.

1652. The Committee further notes that the FSD has upgraded its electronic submission system. With effect from 1 July 2026, all RFSICs are legally required to submit FS251 certificates through the FSD's designated digital platform, replacing the slow, paper-based mailing system. Each electronic FS251 will carry a unique QR code, enabling members of the public, homeowners and PMCs to verify the certificate's authenticity instantly using a smartphone.

1653. **The Committee supports** these reforms and **recommends** the following enhancements:

(i) Under the old regime, RFSICs needed only to produce the Annual Inspection Checklists "upon request" during the FSD's random audit process – a practice that was inadequate for high-risk, high-rise estates. The new digital gateway should not merely accept the FS251 cover sheet. It should instead require the uploading of the completed checklist as a mandatory attachment, and the FSD should be required to audit these checklists as a matter of course. A mandatory upload and routine audit mechanism would create a reliable, centralised diagnostic record.

(ii) The importance of this requirement is illustrated by the events at WF Court. Victory Fire's Mr Chung Kit Man signed FS251 certificates which omitted any mention of individual FSI defects recorded on his technicians' checklists, certifying the systems as fully compliant. Had Victory Fire been required to upload its detailed checklist in March 2025, under the new proposed system, the FSD's central database could have automatically cross-referenced the checklists against the FS251 certificates. This discrepancy would then have been flagged, triggering a physical audit by the FSD and possibly revealing that WF Court's FASs had been deactivated months before the blaze.

(iii) Moreover, although the Government is exploring a general shortening of the 14-day submission window**, the Committee recommends** that where a major FSI in high-rise building is shut down or found defective, any interim inspection or incomplete repair status must be reported electronically within 24 hours. Under such a rule, when Victory Fire's technicians entered the pump room on 19 November 2025 and found the master switch turned off, they would have been required to submit an interim electronic status update within 24 hours, alerting the FSD to the deactivation of the fire alarms well before the fire occurred.

(iv) Just as importantly, the FSD should review its protocols and implement a robust FS251 audit system that: (a) automatically flags inconsistent certificates; (b) triggers prompt follow-up when certificates are not received within the statutory 14-day or 24-hour, whichever is applicable, period; and (c) ensures timely electronic processing. The

pre-fire arrangements failed to detect inconsistencies between certificates submitted by Victory Fire and China Status in quick succession,[136] allowed missing certificates to go unnoticed for half a year[137], and processed others many months late, rendering the statutory submission requirement ineffective. A modernised verification system is essential to ensure that defects in the FSIs are identified and acted upon without delay.

C5. Case-specific engineering risk management in appropriate cases

1654. During the Evidential Hearing, Professor Jiang testified that one of the central lessons emerging from the seven-year Grenfell investigation is the grave danger of over-relying on the fact that individual materials have passed isolated testing standards.

1655. That lesson applies with equal force to WF Court. The safety nets used during the works may have possessed some degree of fire-retardant treatment, but once draped over highly combustible bamboo, adjacent to timber planks, loose cardboard boxes and foam boards on windows, they formed a continuous fuel load. The evidence demonstrates that materials which perform adequately in isolation can behave catastrophically when placed within a real-world system. It follows that there should, ideally, be an engineering risk assessment in advance as to how

136 On 31 March 2025, Victory Fire submitted FS251 certificates for all eight blocks, certifying the FHHRSs were in working order. Just seven days later, on 7 April 2025, China Status submitted an SDN stating the FHHRS needed to be shut down due to FS tank leakage. The FSD did not raise any questions regarding the inconsistent descriptions in the two documents which were submitted within a short period of time.

137 China Status filed its first SDN for Wang Tai House (Block E) on 7 April 2025. However, the corresponding FS251 certificate, which identified the defect as water leakage from the FS tank, did not reach the FSD until 3 October 2025, nearly six months later.

all temporary materials will interact with the geometry of the specific building before any scaffolding is erected.

1656. The Committee also heard evidence that the existing BD Fire Safety Code benchmarks are premised on generalised community expectations and cost-benefit assumptions applicable to typical, vacant construction sites. They do not contemplate major, high-risk BMR works being undertaken while thousands of residents remain in occupation. The regulatory framework must recognise the heightened risks inherent in the BMR works carried out on occupied buildings.

1657. For these reasons, **the Committee recommends** empowering the FSD to direct high-rise renovation projects, particularly those undertaken while residents remain in occupation, to undergo a case-specific engineering risk assessment where the circumstances warrant it. As the Committee's experts pointed out during the Evidential Hearing, qualified fire engineers may be required to conduct a bespoke thermodynamic analysis for each building before scaffolding is approved, evaluating how temporary materials will behave together in practice rather than in isolation. Only by adopting a building-specific, system-based approach can the risk of uncontrolled fire spread be properly mitigated. It is recognised that imposing such assessments across all buildings may not be realistic, but enabling the FSD to require a specific assessment in elevated risk cases would strengthen safeguards against façade fire spread.

1658. This recommendation also addresses a major deficiency in the current framework: building regulations focus primarily on the permanent, finished façade. Because renovation scaffolding, safety nets and protective sheets are classed as "temporary" materials, contractors are permitted to wrap occupied towers in large quantities of combustible materials without any engineering risk assessment. As the events at WF Court have shown, when a 30-storey residential block remains enclosed

in scaffolding and plastic sheeting for more than a year, it is artificial to describe the works as "temporary". Ideally, renovations in occupied high-rise should be capable of being directed into a risk-based engineering approval process, regardless of whether the works are labelled "temporary" or not. The Committee will further elaborate on the regulation of "temporary" works below.

1659. It is important to note that the BD Fire Safety Code already provides a framework for performance-based fire engineering, including the use of the six fire safety sub-systems, CFD modelling and qualitative hazard analysis. At present, however, that framework is treated as an optional alternative, typically invoked only for unusual or complex new developments presenting "*special hazards*" where "*there is genuine difficulty in complying with the Deemed-to-Comply provisions*".[138]

1660. The FSD should consider requiring this level of scientific rigour when approving BMR works in certain occupied high-rise buildings carrying heightened risks. The approval process should ensure that the same analytical discipline applied to new construction is brought to bear on temporary works that may expose residents to significant fire risk.

138 In summary, for buildings of special hazards, the BA may accept a performance-based design as an "Alternative Solution". Currently, this requires developers to submit an elaborated document called a Fire Safety Assessment Report. For the fire safety sub-systems, see Section G5.1 of the BD Fire Safety Code.

C6. Smoking ban at construction and BMR sites

(I) Legislation

1661. After the fire at WF Court, the Government amended the law to impose a comprehensive statutory smoking ban for all construction sites. The Committee is pleased to note that the ban has taken effect on 17 July 2026.

1662. It is particularly notable that apart from holding both the workers and contractors responsible for any non-compliance (as the circumstances may warrant), there is now a blanket prohibition on smoking on all construction sites in all circumstances, removing the former requirement to prove the active presence of "flammable liquids" or other specific fire hazards. This addresses a longstanding lacuna in the old Regulation 53 of the CSSR, under which a Prohibition of Smoking Notice could only be issued if volatile liquids or substances posing a specific fire danger were actively being used or stored on site.

1663. In this regard, to ensure this ban is meaningfully enforceable on active scaffolding, **the Committee recommends** the following enhancements in the longer run and having considered the effectiveness of the new measures:

(i) The newly amended Regulation 53 requires contractors to "*take all reasonable steps*" to ensure no person smokes or carries a lighted specified smoking product on-site. In the longer run and having considered the effectiveness of the new Regulation 53, the Government may replace this with a strict liability standard, similar to the existing strict liability offences under Regulation 11 of the Occupational Safety and

Health (Display Screen Equipment) Regulation (Cap. 509B). Contractors should not be able to rely on generic safety briefings or warning signs to escape liability. A stricter standard would compel active, physical site-entry controls (such as confiscating lighters and cigarettes at the gate).

(ii) In any event, even if a reasonableness standard were to be employed, the principal contractor should be required to conduct a fire safety induction for every worker entering the site and to hold weekly briefings focused exclusively on the smoking ban. Written logs of these briefings, signed by workers, must be maintained and made available to the LD's inspectors during random audits.

(iii) Any contractor or subcontractor convicted under the amended Regulation 53, or whose workers receive multiple fixed penalty notices on a single site, should automatically accrue demerit points on a centralised database managed by the BD. This safety record should be linked directly to the bidding platform Enhanced Support Service for tendering[139], ensuring that negligent contractors face financial consequences by being barred from bidding for public and private residential BMR works.

(iv) Subject to the effectiveness of the newly amended Regulation 53, a further increase in the pecuniary penalty for contractor violating Regulation 53 should be considered for an even greater deterrent effect.

139 See Chapter 15.

(II) Drone-based aerial surveillance

1664. **The Committee supports** the Government's proposal to deploy drone-based aerial surveillance to detect construction site smoking, which can be a highly effective and modern enforcement tool.

1665. As already noted, reducing the physical fuel load (by banning combustible nets and foam boards) is essential to controlling the consequences of a fire. Eliminating the ignition source through modern surveillance technology is the necessary counterpart to a complete fire safety strategy. The evidence from WF Court illustrates this with clarity:

(i) Residents repeatedly photographed workers smoking on the scaffolding, yet the LD's inspections consistently concluded that complaints were "*unsubstantiated*" or "*could not be justified*".

(ii) For obvious reasons, workers do not smoke in front of an inspector walking the site on foot. Drones can bypass this limitation. Launched from outside the site boundary, they can monitor exterior scaffolding at altitude and capture direct evidence of violations before workers have time to conceal cigarettes. While residents may observe workers smoking directly outside their windows, many would understandably worry about retaliation if they were seen filming workers or lodging complaints. Shifting surveillance to drones (which are generally less predictable and do not expose residents to confrontation) may help create a deterrent effect that reduces the need for direct reporting. However, the use of drones around residential buildings may give rise to privacy concerns.

1666. To strengthen the Government's proposal, **the Committee recommends** equipping drones used for safety surveillance with thermal-imaging capability rather than relying solely on standard visual cameras. Workers often smoke behind thick green nets, plastic sheeting, or inside deep re-entrants. A standard camera may not be able to penetrate these materials. Employing thermal sensor imaging may enable regulators to detect the temperature signature of a lit cigarette tip (or an unauthorised welding spark) even through heavy netting. In actual operation, consideration should however still be given to the privacy of residents given that surveillance would be conducted on occupied buildings.

(III) Photographic and video evidence of smoking

1667. **The Committee recommends** that the LD should accept photographic and video evidence of smoking at construction sites when enforcing the new legislation on smoking offences, and issuing a fixed penalty notice. The nine WF Court residents, who were Involved Parties of the Evidential Hearing ("nine Residents"), have also proposed this reform.

1668. In the complaints made by residents before the fire and their evidence given during the Evidential Hearing, there were photos and videos showing workers smoking at the construction site in WF Court. Nevertheless the relevant departments could not prosecute the workers concerned as the enforcement officers were not at the scene witnessing the contravention.

1669. The Committee welcomes the LD's view, as explained in a subcommittee meeting of the Legislative Council on the new legislation held on 5 June 2026, that photograph or video may be sufficient for prosecution if it meets the required evidential standard.

C7. Amendments to the BO (and associated legislations)

1670. The Inquiry has revealed that the manner in which the relevant provisions of the BO and associated regulations are interpreted, applied and enforced by the responsible departments is unsatisfactory in a number of respects. The incident at WF Court has laid bare systemic weaknesses in execution, oversight and practical understanding of the legislative scheme.

1671. The Committee recognises that legislative amendment is a complex undertaking, requiring careful consultation and a measured appreciation of industry realities. Nonetheless, it is plain that a comprehensive and urgent review is now required, taking into account the expert testimony heard and the submissions of stakeholders. This review must be kept under continuous scrutiny and updated promptly whenever developments in materials, construction methods or temporary work practices make revision desirable.

1672. It would not be appropriate for the Committee to recommend specific statutory amendments at this stage, but the evidence shows that at least the following broad areas demand legislative attention.

1673. **First**, the Committee understands that the DEVB has proposed amending the B(C)R to grant the BA the power to prescribe strict requirements for temporary precautionary measures, fire safety distances between buildings, and specified construction materials.

1674. **The Committee agrees with such proposal and makes the same recommendation**. Historically, building regulations have focused almost entirely on the safety of completed buildings, neglecting so-called "temporary" works. The proposed amendment is an important step

forward: it would regulate the highly dangerous, temporary "under construction" state of a building, ensuring that safety standards bind during active works.

1675. In sub-section C2 above, the Committee has already pointed out the necessity of setting out the fire-retardancy standards of various temporary building materials used in BMR works. That can be done by way of issuing the appropriate code of practice and practice note.

1676. However, the Government should also consider amending the B(C)R, providing the BA with express statutory power to dictate what materials may be used for temporary precautionary measures under Regulation 16. Such an amendment may aim, among other things, to legislate that all temporary façade claddings (scaffolding nets and plastic sheeting) must meet strict fire-retardant standards backed by batch-testing through HOKLAS laboratories or laboratories accredited by other accreditation bodies which have reached mutual recognition arrangements with HOKLAS, as mentioned above.

1677. **Second**, **the Committee recommends** that amendments should be made to legislate the immediate upgrade of large-scale façade maintenance and whole-building renovation projects from Class II MW to Class I MW, consistent with the Government's proposal.

1678. Under the pre-fire system, the hacking and repair of a residential block's external rendering and tiles was classified as Class II MW. Under the statutory schedule, this major engineering operation was placed in the same legal tier as repairing a single ground-floor shop sign. And because it was treated as Class II MW, contractors were not required to submit construction plans, safety schedules or SPs to the BA before commencing works. No PBP was required by law. The result was that high-risk façade works proceeded without independent professional

oversight, which was an approach fundamentally inconsistent with the realities of renovation works at occupied buildings.

1679. Going forward, it is essential that such works be classified as Class I MW under the B(MW)R, which would legally require the following before construction works commence:

(i) The MC must engage a registered third-party professional, such as AP or RSE.

(ii) The professional must submit prescribed construction plans and detailed site SPs directly to the BD or the ICU.

(iii) Works cannot commence until the BA reviews these plans and issues formal, written consent.

1680. As part of the exercise, the Government may consider whether there should be a separate building works control system specifically designed for supervising the execution of large-scale BMR works. Such kind of works may have their own characteristics which may not appear in other building works, such as: (i) a wide range of works would be carried out in occupied buildings at the same time; (ii) these works may involve the use of a lot of "temporary" building materials; and (iii) such kind of works may require more on-site visits and inspections because of the risk of high casualty in the case of fire or other calamity.

1681. **Third**, **the Committee recommends** introducing a direct criminal offence within the BO that penalises registered building professionals or contractors who use or approve temporary protective materials that fail to comply with statutory fire safety standards.

1682. Under the present regime, if a contractor employs non-compliant materials, prosecuting it under the BO is difficult. The Government needs to rely on vague and indirect offences, such as the offence of using "*defective materials*" under Section 40(2A). A direct offence is therefore required. If an inspector conducts an unannounced site audit and finds problematic materials, the BA should be statutorily empowered to issue an immediate cease work order and commence criminal proceedings against the contractor and AS.

1683. **Fourth**, as noted above, both expert teams concluded that the architectural design of the re-entrants at WF Court restricted heat dissipation. The confined space trapped the heat, causing the rising superheated gases to accelerate violently up the vertical channel, creating an uncontrolled vertical jet of flame (the chimney effect).

1684. In this regard, it may be observed that following the Garley Building fire of 1996, Hong Kong banned combustible materials in lift shafts and mandated physical barriers to stop fire from spreading vertically through lift wells. As Professor Usmani explained at the Evidential Hearing, what the fire at WF Court demonstrates is that a re-entrant can behave in a similar manner to an exterior lift well: had the re-entrants faced the same restrictions as lift wells post-Garley, this tragedy could well have been prevented.

1685. **The Committee therefore recommends** that the Government consider measures to treat semi-enclosed architectural re-entrants (or light wells) with the same strict fire safety rules applied to internal vertical shafts, such as lift wells, banning or imposing stringent regulations over combustible temporary works within these thermodynamic channels, as suggested by the experts of the Committee.

C8. Strengthened regulation of registered building professionals and contractors[140]

1686. Addressing the systemic vulnerabilities of the private building renovation market requires a fundamental overhaul of how registered building professionals and contractors are supervised, licensed and disciplined under the BO. While many aspects of the regime warrant reconsideration, the Committee's recommendations focus on reforming the MBIS, strengthening the role of the RIs, and modernising the disciplinary and licensing frameworks.

(I) Reforming the MBIS and elevating the role of RIs

1687. **First**, [redacted]

1688. Section 30D of the BO places the responsibility for proper supervision of repairs, and for personally verifying that repair materials are not defective, squarely on the individual RI.

1689. To strengthen this, **the Committee recommends** legislating an explicit prohibition against the RIs delegating critical milestone inspections to junior representatives, and making clear that the statutory duty of site supervision is personal and non-delegable. The law should require the RI to *personally* conduct inspection, record and sign off on site diary entries for these milestones. Any failure to do so should

140 See also Chapter 15 for recommendations on pre-work conflict declarations.

automatically constitute professional misconduct and trigger immediate suspension.

1690. **Second**, the Government's regulatory supervision of the RIs was essentially passive prior to the WF Court fire. The ICU and the BD reviewed the RI's work only at two static points: upon submission of the initial inspection report (Form MBI 3) and upon receipt of the final completion report (Form MBI 4). During the intervening months or years of active, high-risk construction work, the Government conducted no routine site inspections and had no communication with the RI, relying wholly on an honour-based system and on the residents to monitor the RI.

1691. The Committee understands that the ICU has since the fire in WF Court introduced additional site inspections at least once every six months for buildings undergoing large-scale repairs, together with regular meetings and supervision record reviews with the RIs. While this is certainly a step in the right direction, a six-month interval might be too infrequent to detect active hazards such as unsealed staircase escape routes. The Government may consider requiring the RIs to provide regular, periodic supervision records to the BD or the ICU and conducting physical meetings at shorter intervals so as to capture emerging risks.

1692. **Third**, the Committee has received information which suggests that out of around 600 RIs in Hong Kong, only about 130 have expressed interest in actually providing services under the MBIS. This narrow pool has distorted the market, driving up costs and leaving the sector vulnerable to intimidation, bid manipulation and cartel capture (see Chapter 13 below).

1693. **The Committee therefore recommends** that the BD should establish a fast-track training and accreditation programme to enable qualified, ethical younger professionals to enter the MBIS market without

fear of improper industry pressure. As noted by the ICAC, the objective is to expand the pool of active inspectors and dilute the ability of syndicates to monopolise or coerce the profession. One possibility is for the renewal of professional registration for architects, structural engineers and surveyors to be made conditional upon completion of a mandatory quota of MBIS or building rehabilitation works. However, the feasibility of any such scheme would obviously require further study and consultation.

(II) Overhauling registration, licensing, and disciplinary regimes

1694. **First**, the evidence reveals a structural weakness at the heart of the current BO: registered professionals and contractors retain their status indefinitely, with renewal treated as a passive administrative formality. This allows contractors to maintain licensed status even after accumulating numerous safety and labour convictions. A registration system that is effectively permanent cannot provide credible regulatory assurance.

1695. As noted above[141], under the proposed FSD's amendments, the FSD is replacing permanent registration of RFSICs with a mandatory five-year renewal system subject to "fit and proper" assessments, including criminal convictions and professional misconduct records.

1696. **The Committee recommends** that the BD draws reference from the FSD's five-year renewal model across the entire BO for all RGBCs, RMWCs and building professionals (RIs, APs and RSEs). Initial registration and subsequent renewals should be subject to a rigorous "fit and proper" assessment evaluating criminal convictions, labour safety violations and disciplinary records through a multi-departmental database.

141 See para 1649.

1697. **Second**, disciplinary liability must extend directly to individual key personnel and technicians. The Evidential Hearing showed that contractors can operate through networks of shell or connected companies. In practice, a syndicate can evade meaningful disciplinary action by transferring assets, personnel and "credential sharing" templates to an allied entity, allowing the same team to continue bidding for multi-million-dollar projects under a different corporate name.[142]

1698. The FSD is addressing this problem by extending disciplinary liability to individual QPs and Registered Fire Service Installation Technicians ("RFSITs").

1699. **The Committee recommends** that the BD makes reference to this approach in relation to the BO amendment. Disciplinary liability and prosecution should extend personally to the contractor's ASs, TDs and supervising professionals (APs and RIs). For instance, if a contractor is found to be using counterfeit test certificates or rigging tests, the Disciplinary Board should be empowered to revoke the registration of the individual directors and signatories, preventing them from simply re-registering under a new corporate name.

1700. **Third**, the Committee understands that the Government has proposed the following revisions to the legislative scheme governing building works:

(i) The DEVB is proposing to raise the maximum criminal penalty from HK$1 million to HK$10 million for registered building professionals or contractors whose direct

142 The concepts of "Credential Sharing" and "Phantom Bidding" are explained in Chapter 13.

involvement in construction works causes serious injury or death.

(ii) The Disciplinary Board's maximum fine will rise from HK$250,000 to HK$400,000, and it will be empowered to issue multiple sanctions simultaneously (such as a heavy fine together with removal from the register).

(iii) Large-scale repairs will require supervision by third-party professionals and the prior submission of prescribed plans and SPs to the BA before any work can begin.

1701. **The Committee supports** these revisions, particularly the introduction of concurrent sanctions, which avoids the artificial "either/or" choice between a fine and removal.

1702. However, **the Committee recommends** that the maximum disciplinary fine under the BO should be further increased for corporations, reflecting the gravity of life-safety risks in occupied renovations.

1703. **The Committee also recommends** that the DEVB should draw reference from the FSD's streamlined paper-disposal and in-absentia proceeding rules as set out in its consultation paper of May 2026 to prevent contractors and building professionals from prolonging disciplinary investigations through deliberate procedural delay.

(III) Unified disciplinary database

1704. The evidence shows a recurring structural flaw: each regulator operates in its own lane. The BD maintains a register of building professionals, general building contractors and specialist contractors; the

FSD runs the RFSIC database; the LD keeps prosecution logs regarding OSH offences; the CC tracks cartel cases; the ICAC monitors corruption behaviour; and the Police monitors triad involvement. Yet, none of these systems speak to one another. The result is stark. A contractor may be repeatedly prosecuted or disciplined for regulatory offences by one authority, while another continues to renew its licence as though nothing has happened.

1705. The DEVB has agreed to explore a centralised processing system to capture malpractice findings and convictions, enabling departments to share information in real time.

1706. **The Committee supports such proposal and makes the same recommendation**. The Government should implement such proposal as soon as practicable, whether it is operated as a single shared platform, a federated database, or another mechanism entirely. But, it is important that any data-sharing should be timely. Ideally, once an RI, AS, or contractor is convicted of an offence under the BO, the Prevention of Bribery Ordinance (Cap. 201) ("POBO"), the Competition Ordinance (Cap. 619) ("CO"), or OSH-related laws, the system should register an immediate blot on their licences across all departments, preventing them from filing MW forms, submitting deactivation requests, or bidding on public or private tenders. In this regard, as referred to in Chapter 15, the Government may consider amending the BO so that the BA is vested with statutory power to deregister the licences of RCs and PBPs convicted of bribery under the POBO or cartel conduct under the CO. This would ensure that sanctions imposed by one regulator are recognised, and acted upon, by all.

1707. Relatedly, **the Committee recommends** that the BD should extend their professional referral system so that all criminal convictions under the BO are automatically referred to the professional registration boards (architects, engineers, and surveyors) to accelerate professional

disbarment. The Committee understands that the BD has already taken steps in this regard.

C9. Use of smarter technology

1708. **The Committee recommends** increased use of automated site-safety monitoring technologies, rather than relying exclusively on human intervention in respect of fire risks. In this regard, the Government may consider leveraging the outcomes of publicly funded research projects (such as projects funded by the Research Grants Council), which provide a foundation for modern, data-driven fire-risk management.

1709. The following preliminary proposals merit further exploration:

(i) The Government should consider deploying real-time monitoring systems and digital three-dimensional models on high-risk sites. For example, before any major renovation of high-rise begins while residents remain in occupancy, the BD and the ICU should require the creation of a basic digital three-dimensional models of the building. Scaffolding and temporary works might, where feasible, be equipped with smart smoke and temperature sensors feeding live data to a central safety dashboard. If possible, prior to the commencement of hacking-off works, the system should run AI-based simulations using the digital three-dimensional models to identify serious fire hazards arising from the building's specific geometry, including narrow vertical re-entrants.

(ii) The Government may consider supporting development of dedicated mobile applications for individual high-rise estates. Such a mobile application would serve as a personal alert, reporting and warning portal for residents, enabling instant upload of photographs or live videos of fire hazards (for example, workers smoking on scaffolding or unsealed staircase windows). If the main building fire alarm system is temporarily deactivated, the mobile application would act as a fail-safe, issuing immediate, localised evacuation warnings directly to residents' mobile devices if needed. This would close the fatal "notification gap" that contributed to the loss of life at WF Court.

1710. The above measures would, however, need careful assessment of their practicality and operational burden, including cost and the capacity of regulators to implement them.

C10. Complaints, inspections and other governmental practices

1711. The WF Court tragedy exposed deep systemic deficiencies in the Government's regulatory practices for renovation works, particularly in relation to inspections, complaint handling and temporary-works oversight.

1712. While there are many aspects of governmental practice that may warrant reform, it would not be possible, nor appropriate, for the Committee to attempt an exhaustive catalogue of every potential improvement. The Committee will therefore focus on identifying the principal areas where the evidence demonstrates that reform is most urgently required.

(I) The ICU and the BD[143]

1713. **First**, prior to the fire, the ICU's practice for handling public complaints under the MBIS was to arrange an appointment with the RI (and, in the case of WF Court, only a representative of the RI rather than the RI personally) and contractor before attending the site. The Evidential Hearing showed how this practice of giving "prior notice" allowed the contractor to manipulate the site environment: compliant nets were placed on easily accessible areas, while the upper elevations remained wrapped in flammable netting.

1714. **The Committee recommends** that the ICU and the BD abolish all pre-arranged scheduling or liaison notices for material safety audits and complaint investigations, save where prior notice is strictly necessary – for example, for specific structural tests (such as concrete rebound hammer tests), or for inspections of MW or MBIS certifications inside private flats or locked commercial premises. Unannounced, surprise site visits, as recommended by the nine Residents, should be the default. The Committee notes that the ICU has already changed its practice after the fire, aligning itself with the approach taken by other Government departments.

1715. **Second**, the evidence reveals a troubling imbalance in the ICU's allocation of inspection resources. As discussed in Chapter 9, in 2025, 95% of MW submissions received no audit at all. Even among the audited cases, the system operated almost entirely on paper: desktop audits (i.e. AFCs) were the norm, while physical site checks were rare. The

143 Although the Evidential Hearing has necessarily focused more closely on the ICU because WF Court was originally a HA project, it must be remembered that the MBIS applies across a wide spectrum of private buildings regulated by the BD. The issues revealed here are therefore systemic rather than departmental. Meaningful reform must address the overall MBIS governmental policy and practice across both the BD and the ICU.

SACs were carried out only after works had been completed, and the PSACs served only to confirm whether contractors had begun works before the statutory seven-day period had expired.

1716. In truth, the ICU appears to have carried out no site inspections during renovation works involving MW unless a member of the public, who would not ordinarily have any expertise in fire hazards, lodged a complaint. In those circumstances, it was not possible for the ICU to know whether a contractor was complying with Regulation 16 of the B(C)R during construction, including whether dangerous methods or materials were being used.

1717. The issue appears to stem from the current MBIS design: there is "*no statutory requirement for the ICU [or the BD] to supervise and conduct regular/ad hoc inspections of works*" according to Mr Ku Siu Ping of the ICU. Contractors are not required to notify the ICU when repair works commence; the ICU only learns more details of the works when the final completion report is submitted after the project is already over.

1718. **The Committee therefore recommends** establishing a minimum physical inspection rate for the BD and the ICU. BD should promulgate clear internal guidelines to require that a sizeable and meaningful portion of all BMR works involving external scaffolding undergo mandatory site inspections during the active construction phase for high-risk, occupied buildings.

1719. In relation to MBIS and MWCS projects in particular, the BD or the ICU (as the case may be) should conduct mandatory monitoring site audits at three milestones: (i) an audit before any scaffolding goes up, (ii) an audit during construction, and (iii) an audit upon completion. This addresses the deficiencies identified in the existing SAC and PSAC arrangements, which have not ensured meaningful oversight during active

works as explained in sub-section C4 of Chapter 9. As just mentioned, a materially larger proportion of total MW submissions must be selected for physical site inspections, so that the BD or the ICU can verify compliance on the ground rather than rely almost entirely on paper checks.

1720. As to audit checks regarding the RI's inspection reports, **the Committee recommends** abolishing the ICU's fixed monthly cap of 16 audit cases and amending its practice to require that audit volumes follow the ISO 2859-1 protocol to align with the BD's practice. The number of audits should scale automatically with the volume of active, occupied high-rise building renovation projects in Hong Kong, rather than being constrained by a rigid ceiling. A dynamic sampling model ensures that regulatory oversight expands in proportion to actual risk.

1721. The Committee notes that the Government has already taken similar steps. These include: (i) mandatory on-site audits at least once every four months for all active, large-scale BMR projects; (ii) increased site sampling, with surprise audits covering 30% of all Class I MW with SPs; and (iii) unannounced audits on all large-scale building repair works at least once every six months.[144] These measures represent a move in the right direction.

1722. **Third**, **the Committee recommends** that the ICU review its complaints handling policies and its practice in examining Form MW01 . The evidence shows that the ICU received numerous complaints and enquiries about fire-safety concerns at WF Court, and that the Form MW01 submissions contained clear photographic evidence of access openings in staircases. Yet, the ICU did not identify or address any of the fire risks that

144 It may be noted that the ICU's new 30% site-safety inspection practice applies only to Class I MW with SPs, rather than to all MW.

later materialised on the day of the fire, and its MW Team likewise failed to detect a breach of fire-safety requirements. This must change.

(II) The FSD

1723. Under the system before the fire at WF Court, the FSD operated a passive, paper-reliant audit regime. RFSICs completed annual inspections, but were only required to produce checklists "upon request". The FSD's demerit system was backward-looking: field checks were conducted only after contractors had already accumulated demerit points, rather than proactively inspecting active sites to prevent violations.

1724. The inadequacies of such a system were starkly exposed in the case of WF Court. The FSD received formal notices that the building's FHHRSs were deactivated for maintenance, yet conducted only cursory initial visits. The officer relied on verbal descriptions rather than physically verifying defects, and failed to check whether notices of FSIs being shut down or standby equipment had been provided as requested. Over the following months, China Status repeatedly extended the SDNs, but no one returned to re-verify the site.

1725. The FSD must take a more proactive approach. **The Committee recommends** that the FSD should physically examine the relevant FSIs and actively verify and, if necessary, test them, rather than relying on verbal assurances or perfunctory visual checks. Each assessment should confirm which FSIs are down, whether they must be down, and for how long, and should include entry into FS pump rooms and checks of master power switches and system configurations. Further, unannounced inspections should be the norm, and any deactivation exceeding 30 days should trigger an on-site verification. This is in line with the Government's latest measures implemented after the fire. Upon receiving an SDN for one FSI system (e.g. FS tanks), the FSD will now

conduct physical site inspections to independently verify that other dependent FSI systems (like break-glass call point) remain active. RFSICs are required to report any systemic "chain-effect" failures.

1726. As already noted, if RFSICs falsify checklists or deactivates a high-rise building's FAS without installing redundant safety measures, they should receive immediate maximum demerit points, triggering automatic suspension of their operating licence.

1727. As with the ICU, **the Committee recommends** that the FSD undertake a full review of its complaints-handling policies to ensure that all fire-safety complaints (including those concerning combustible materials, smoking, and fire escape obstructions) trigger timely and substantive inspection. The evidence lays bare the inadequacies of the present approach: at least 20 complaints about WF Court led to no staircase inspections, inconsistent treatment of smoking, and no sustained enforcement action. A clear protocol should require officers to assess each complaint on its merits, conduct on-site verification where appropriate, and record follow-up actions to ensure that no fire-safety concern is unduly dismissed or overlooked.

(III) The LD

1728. For inspections conducted in response to complaints, unannounced visits should continue to remain available wherever practicable. But more importantly, **as recommended** at paragraph 1667 above, the experience at WF Court shows that the LD (and all other building control bodies) must fundamentally revise their enforcement guidelines to accept photographic and video evidence submitted by residents as a valid and sufficient basis to substantiate safety complaints and initiate prosecution. A complaint should not be dismissed simply because an LD inspector did not personally witness the worker smoking or committing other OSH

violations. These changes are essential if the legislative amendments on smoking are to have real effect.

1729. Furthermore, **the Committee recommends that** the LD should reconsider its position on foam boards, scaffolding nets and other temporary materials used on external walls. As discussed in Chapter 6, these materials also pose a direct fire risk to workers operating on the scaffolding, and the LD's stance that "building materials" fall outside its remit is difficult to reconcile with its own LD Code for Bamboo Scaffolding Safety, which already requires scaffolding nets to meet fire-retardant standards. Whilst the standards that construction materials (including those for temporary works) should comply should be set by the BD as the BA in Hong Kong, the LD should address risks posed by temporary materials that endanger workers and incorporate them into its inspection and enforcement framework as appropriate.

1730. More generally, under the LD's current "risk-based approach", inspections conducted for high-rise building renovations involving occupied buildings like WF Court typically include "Initial Inspection", "Normal Inspection" and "Special Enforcement Operation". Specialised "In-depth Inspections" are only triggered after a serious accident has already occurred. **The Committee recommends** that the LD consider refining its approach on inspections, particularly its assessment on "risk". Occupied high-rise buildings undergoing extensive façade maintenance, particularly works extending over many storeys, should warrant treatment as higher risk cases, with a corresponding uplift in scrutiny both before and during the works. The LD should consider deploying more intensive inspections by specialised safety management teams for such projects.

C11. Enhanced co-operation among Government bodies

1731. The WF Court fire exposed a systemic failure of coordination amongst the Government bodies responsible for building safety, temporary works and building materials regulation, OSH enforcement, fire safety and renovation oversight over MBIS projects. No single department had full situational awareness of the risks accumulating on the façade. Each department acted within its own silo, and no system existed for sharing and cross-checking information, escalating concerns, or intervening jointly.

1732. The tragedy shows that safety cannot be achieved if Government bodies function in isolation. They must be required to share data, complaints and inspection records within a unified, continuous safety loop. The fact that a number of departments have a regulatory handle over various aspects of a MBIS project does not mean that no one is responsible. Rather, the concerned departments must accept that they share the responsibility of regulatory oversight over such projects jointly and severally.

1733. To solve the problems identified in this sub-section, **the Committee recommends** that an inter-departmental task force ("Task Force") should specifically be established to facilitate the communication and coordination amongst different departments at project level, so that they can focus addressing the risks and other concerns associated with the execution of large-scale BMR works.

1734. The Committee would make the following suggestions about the operation of the Task Force:

(i) Instead of having one Task Force for each MBIS project, there would be Task Forces formed on, say, a regional basis, each covering a separate region in Hong Kong. This is for operational synergy. The Task Force of each region would be responsible for the MBIS projects under its geographical coverage. Each Task Force would be held responsible for the various regulatory issues (including but not limited to fire risk) relating to the execution of the MBIS projects under its purview.

(ii) Each Task Force should be convened by an officer of the BD of sufficiently senior ranking [145], and comprise standing members from the ICU, the FSD and the LD. Other ad hoc members who would participate on a need basis may include representatives of the URA and various Law Enforcement Agencies. The DEVB should send representatives to participate in the Task Forces as observers.

(iii) Daily communication amongst Task Force members can be conducted by emails. But, each Task Force should meet from time to time to discuss matters including the following:

(a) to determine whether an MBIS project under its purview should warrant a case-specific fire engineering risk management as mentioned in sub-section C5 above;

(b) to keep track of the status of the appointed professionals engaged by the contractors and

145 Being the primary implementation agent of the MBIS, it is appropriate for the BD to take up the role as the convenor.

consultants involved in the MBIS projects under its purview (i.e. AS, TD and/or Other Officer in the context of a contractor; RI in the context of a consultant);

(c) to be kept aware and keep track of all complaints received by various departments over the MBIS projects under its purview and the observations made in on-site inspections;

(d) to identify any particular problems associated with the execution of a particular project by reference to, among other things, the complaints and observations under (c) above;

(e) to determine the frequency of on-site visits with reference to, among other things, the risks associated with the project concerned, and the complaints and observations under (c) above;

(f) to coordinate the efforts of the different departments in conducting on-site visits and inspections;

(g) to coordinate the efforts of the different departments in respect of the handling of complaints and follow-up actions. In this connection, the nine Residents have proposed in their submissions that any safety complaint received by any department should be automatically logged into a shared system and routed directly to the appropriate regulatory authority for coordinated action. Administrative protocols

should specify how a department must forward a citizen's complaint to the correct authority whenever the matter falls outside its own jurisdiction, ensuring that no message is lost, delayed or circularly redirected. The Committee also notes that the FSD has recently implemented an optimised case referral system where any non-FSI hazard (such as external wall materials) is referred to the correct department with the complainant's consent, tracked, and escalated to directorate levels if contested. These steps are important to mitigate the departmental merry-go-round witnessed in the case of WF Court;

(h) where the correct authority for a complaint is unclear or where a complaint has not been resolved within a defined timeframe because jurisdictional boundaries remain unsettled, to trigger a joint, multi-departmental surprise site visit without waiting to resolve jurisdictional boundaries; and

(i) to escalate to the DEVB issues or complaints which could not be resolved at the Task Force level so that such issues or complaints receive proper attention and intervention at the bureau (directorate) level. The DEVB should take the lead to ensure that such issues or complaints are properly dealt with, in consultation with other bureaux concerned as needed.

1735. The above recommendations may require further fine-tuning by the Government under a broader framework for integrated regulatory oversight. But, its advantages are obvious. Inevitably, there would be different regulatory regimes governing the execution of large-scale BMR

works. In order for the different regulators to have a full situational awareness of the risks of the relevant works and to ensure that complaints and specific safety concerns would not fall within a grey area or between two stools, the establishment of the Task Force or similar structure would be essential.

1736. To facilitate the work of the aforementioned Task Forces, the following examples of enhancements are provided by way of illustration subject to further consideration by the Government.

1737. **First**, steps should be taken to strengthen digital integration and information-sharing insofar as MBIS projects are concerned amongst the BD, the ICU, the FSD and the LD. Whether achieved through a single, centralised registry or through enhanced inter-operability between existing databases, the objective is the same: to ensure that key and up-to-date safety information (SDNs, scaffolding records, MW data, the inspection findings of departments concerned etc..) is accessible across departments and the relevant Task Force within a unified data-sharing framework.

1738. Improved digital integration would allow immediate cross-referencing of risk signals and directly address the entrenched "communication gap". The hearings showed, for example, that the ICU was entirely unaware of crucial changes to the BD's site safety audit protocols because the departments only held infrequent, formal liaison meetings. Under an enhanced data-sharing system, any revision to the BD's audit guidelines or registration of a non-compliant contractor should be visible to the ICU immediately, ensuring consistency and coherence in building safety control across both the private and public housing sectors.

1739. **Second**, as regards the ICU and the BD, **the Committee recommends** ending the practice of relying on informal "verbal advice". All consultations between the two departments should be recorded in a

central database, as the Government has proposed.[146] It is also encouraging that liaison meetings between the two departments have increased from annual to quarterly, and that a mutual secondment scheme between the BD's and ICU's staff has been introduced to align inspection practices. These steps are long overdue; it is regrettable that similar measures were not in place during the Works at WF Court.

1740. As to the liaison meetings between the BD and the ICU, the evidence shows that discussion of individual projects was, in truth, infrequent. The Government is invited to consider how such liaison meetings and the operation of the Task Forces should complement each other. For example, the liaison meetings may focus more on the MBIS policy-related matters whereas project-specific issues may be flagged and followed up at the Task Force level. Irrespective of the exact modus operandi adopted, it is essential, and **the Committee recommends**, that the ICU must through an appropriate platform draw the BD's attention to issues arising on particular projects, especially those touching on fire safety concerns. The BD should also take the opportunity to update the ICU on any material changes in its policies, such as those pertaining to site safety inspections.

1741. Relatedly, **the Committee recommends** that the BD should exercise its audit function under Clause 3.2 of the MOU by conducting regular, documented audits of the ICU's MBIS work. The evidence put to the Committee shows that no such audit has ever been carried out, and that this failure allowed systemic deficiencies, including the absence of site-safety inspections during Class I MW and the pre-notification of complaint inspections, to go undetected. Regular BD audits would provide an essential external check on the ICU's practices and ensure that both departments maintain consistent standards.

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146 Directorate officers of both departments should keep track on the consultations in the database.

1742. **Third**, in terms of the supposed division of labour between the BD and the FSD, **the Committee recommends** that the two departments should jointly issue a public memorandum setting out their respective responsibilities for fire-safety enforcement, including both active and passive fire safety provisions and construction materials. The present arrangement, resting on internal codes and referral templates, has proved to be unclear in practice and allowed fire-safety risks to fall into a regulatory vacuum.

1743. While each department would have its respective responsibility, the Committee believes that the memorandum should also require overlapping vigilance. Instead of just focusing on one particular issue (perhaps raised by a particular complaint), the personnel conducting the routine inspections should watch out for all fire hazards (whether falling under the BD's, the FSD's or other departments' primary responsibility), and any risk identified by either should trigger a clear, documented referral pathway. This would ensure that no complaint or hazard is passed between departments without action.

1744. Needless to say, proper training and suitable management oversight within the individual departments over the operational and technical matters related to inspection would have to be given to the personnel conducting the on-site visits and inspections to raise their alertness about the different kinds of fire (and other) hazards present in a BMR site, so that such hazards would not go unnoticed after the inspections. A mentality that any associated risk should be considered in a holistic manner rather than a silo departmental view must be instilled in the personnel involved.

1745. **Fourth**, drone deployment (already discussed above) would benefit from a unified, cross-departmental approach. Instead of the LD, the BD and the ICU each setting up separate drone fleets, the Government

may consider establishing a "Unified Drone Safety Fleet". The BD and the ICU already maintain functional crews of drone operators. A single automated flight can perform multi-purpose audits: checking for unauthorised staircase-window removals as access openings for the BD and the ICU, while simultaneously scanning scaffolding elevations for smoking violations for the LD.

1746. More broadly, the same principle should govern the use of technology in this context: Government departments should be encouraged to integrate modern technology and AI tools, share data seamlessly, and adopt coordinated digital surveillance and analytics systems as part of a unified technology integrated enforcement framework.

1747. Some of the recommendations above relate to the strengthening of the communication between the BD and the ICU. In the course of the Inquiry, the Committee has heard some voices that the ICU should be abolished with its works to be undertaken by the BD in the future. If there is one institution responsible for supervising the building works in all buildings including the Subsidised Buildings, it would eliminate the problem of miscommunication between the BD and the ICU.

1748. In Chapter 9 of this Report, the Committee has set out the historic reasons as to why the BD had delegated the supervision of the building works in the Subsidised Buildings to the ICU. Given such background, it is not appropriate for the Committee to make any recommendation as to structural change of the supervising authorities. The Committee would leave it to the Government to decide as to what would be the best institutional structure to supervise the building works in all the buildings in Hong Kong.

D. RECOMMENDATIONS FOR FIREFIGHTING AND EVACUATION OPERATIONS, EQUIPMENT PROVIDED TO FIREFIGHTERS AND PROCEDURES HANDLING EMERGENCY CALLS AND REQUESTS FOR ASSISTANCE

1749. As already highlighted above, the evidence shows that the emergency services responded with courage and professionalism to an unprecedented multi-block façade fire. At the same time, the incident exposed structural, procedural and technological gaps, particularly in alarm escalation, evacuation protocols, call handling, information flow and firefighter safety systems. Operational procedures now require modernisation to ensure readiness for future high-rise façade fires.

1750. A detailed analysis appears in Chapters 7 and 8 above; what follows is a summary of the core recommendations already mentioned therein.

D1. Firefighting tactics and deployment of resources (analysis see Section C of Chapter 7)

1751. Though according to Professor Usmani, there is no firefighting strategies for façade fires in tall buildings globally, the FSD should reconsider the tactics in fighting façade fire of such scale in the future, including the pre-determined deployment of aerial appliances and adoption of a building-by-building command strategy, so that effective firefighting can be undertaken at the earliest opportunity. **The Committee therefore recommends** that the FSD should learn from the experience in WF Court and develop specific protocols and new tactics for responding to façade fire in the future.

1752. In light of the discussion about the escalation of the fire alarm, **the Committee recommends** the FSD to conduct a specific review of its fire alarm level system in relation to buildings undergoing large-scale BMR works and the associated pre-determined attendance. The FSD should review its procedures to ensure rapid upgrading of the alarm level where façade-fire behaviour or multi-block involvement is evident. Further, the FSD may consider whether a contingency plan approach, which is more flexible than a fixed alarm classification, should be adopted for a fire in large-scale BMR site.

1753. Technology would continue to play an important part in enhancing the firefighting capability of any fire services in the world. **The Committee recommends** the FSD to continue to keep close track of the development of various technology such as artificial intelligence, robotic firefighting systems, drone-based firefighting and warnings broadcasting systems, aerial rescue vehicles and aerial ladders appliances, so that the FSD will be better equipped to deal with fire of such scale in the future.

1754. Though the reasons for the FSD not to seek the assistance of its Mainland counterpart in fighting the fire in WF Court (save as to the provision of drones and exoskeleton equipment) are sound, **the Committee recommends** the FSD to continue its effort to maintain engagement with its Greater Bay Area and indeed international counterparts in sharing their experiences in the latest firefighting technology and tactics. Firefighting in high-rise buildings with local characteristics is always a serious challenge, but experiences from other fire services may be of great assistance in tackling such challenges. Further, the FSD should continue to engage with its counterparts in Guangdong and Macao to explore the feasibility of expediting the operationalisation of mutual assistance arrangements for large-scale building fires.

D2. Evacuation of occupants in buildings (analysis see Section D of Chapter 7)

1755. Having reviewed the efforts made by the FSD and the Police in evacuating the occupants in WF Court on the day of the fire, **the Committee recommends** that the FSD and the Police should conduct a review of their protocol in evacuating residents in buildings which would be endangered by fire in close-by buildings.

1756. Having learnt from the experience of the failing FASs in the case of WF Court, **the Committee recommends** the FSD, the Police and the Security Bureau to conduct a review of the procedures as to how to inform the occupants of any fire (or indeed any other calamity) in the case of the failure of the FAS, including not limited to: (i) keeping the sirens of the fire appliances on even after they arrive at the fire scene; and (ii) using drone-mounted loudhailers to broadcast fire warnings.

1757. The Committee learnt that the EAS had been enhanced after the fire to allow messages to be sent to a particular locality. With the enhanced EAS, **the Committee recommends** that the Government should draw up a protocol for the future use of the EAS so that district-based emergency messages can be sent out to those in need as promptly as possible. As demonstrated in the case of WF Court, minutes and indeed seconds may make a difference in the chance of survival of the occupants trapped inside a burning building.

D3. Handling of emergency calls and assistance requests (analysis see Section E of Chapter 7)

1758. The Committee welcomes the steps taken by the FSD in increasing the lines capacity of the FSCC after the fire.

1759. Having reviewed the manner in which the emergency calls and requests for assistance were handled on the day of the fire, **the Committee recommends** the FSD and the Police to conduct a review of the procedures handling emergency calls and requests for assistance and to increase the training of the relevant personnel on the following matters:

(i) streamlining of the information-obtaining process to reduce the need for callers to repeat information; and

(ii) measures that ensure fire-related calls will be transferred promptly to the FSCC for handling.

1760. The Committee has heard evidence as to how information and requests for assistance were conveyed to the frontline staff through outdated means of communication. **The Committee recommends** the FSD and the Police to upgrade and modernise their communication systems to facilitate the communications between the FSCC and the frontline staff and between the FSD and the Police, and to minimise manual processing of information in the process.

D4. Operation procedures for firemen entering fire scene and equipment locating firemen in distress (analysis see Section B of Chapter 8)

1761. The Committee had heard evidence about the tragic loss of Fireman Ho. In order to prevent similar tragedy from happening in the future, **the Committee recommends** the FSD to take the following measures to improve the operation procedures for firemen entering the fire scene:

(i) the FSD should review its operation procedures in trying to avoid the separation of fire crew members in carrying out firefighting and rescue operations;

(ii) the FSD should take measures to help fire crew members to get better orientation of the fire scene; and

(iii) the FSD should review its operation procedures in establishing proper Entry Control Point to keep track of the firefighters entering the fire scene.

1762. **The Committee also recommends** the FSD to acquire appropriate and updated equipment in keeping track of the movement of the fire crew members in the fire scene:

(i) the computerised BA Log Records system; and

(ii) equipment to locate firemen in distress.

1763. Though the Committee accepts that the personal protection equipment and the breathing apparatus provided to all the firefighters (including Fireman Ho) were adequate on the day of the fire, the FSD should review their equipment and apparatus from time to time to enhance the personal protection of fire crew members.

1764. Having set out the Committee's recommendation on TOR1-related matters, the Committee will proceed to examine the issues covered by TOR2.

CHAPTER 13
BID-RIGGING AND OTHER MISCONDUCT ASSOCIATED WITH THE TENDERING OF LARGE-SCALE BUILDING MAINTENANCE AND RENOVATION WORKS

A. OVERVIEW

1765. TOR2 requires the Committee to examine whether there were systemic problems, such as undue connected interests, conflicts of roles, or improper collusion across all stages of large-scale BMR works. It also asks the Committee to examine whether bid-rigging, corruption, or irregularities were involved in the tendering process of these works.

1766. Theoretically, there is no direct correlation between the fire in WF Court and bid-rigging and other irregular behaviour relating to tendering of the Works. Even an unscrupulous contractor with a triad background, who has obtained a works contract by way of bid-rigging, can still carry out the large-scale BMR works safely without incident. Yet, in practice, there may be an indirect relationship between the two.

1767. Consultants and contractors with dubious backgrounds are usually persons of low commercial morality. If they have adopted bid-rigging practices or even criminal conduct to obtain works contracts, there is a serious chance that they would put monetary profit at the forefront in executing the large-scale BMR works, sacrificing the necessary safety measures which are crucial for the protection of human lives.

1768. Another concern is that decisions relating to the execution of the works are not made by the building professionals themselves. Persons with dubious backgrounds may be the "shadow bosses" actually running the works business. They engage building professionals as "dummies" to get round the regulatory regime. If they are the persons (and not the building

professionals) who actually make all the critical decisions, there is simply no safeguard for the safety of the residents who are still living in the buildings during the execution of the works.

1769. The facts of this case speak volumes about these concerns. Important safety measures had been ignored in the performance of the Works at WF Court, with some of them apparently for convenience but others simply for the maximisation of profit, which is most appalling. The RI, Mr Wilson Ng, was only a "dummy" rubber-stamping the supervisory works. Most of the residents therefore have a legitimate grievance that they are the victims of bid-rigging or other improper conduct on the part of the building contractor, the consultant, members of the MC of WF Court IO, or even certain District Councillors who were deeply involved in the collection of proxy votes for the owners' meetings. That was the main reason why TOR2 was included in the mandate of the present Inquiry, which adds a different dimension to the work of the Committee.

1770. Nevertheless, under TOR2, the Committee has to examine only the broad landscape of large-scale BMR works in Hong Kong and systemic issues relating to bid-rigging and associated misconduct. As mentioned in Chapter 2, it is not the function of the Committee, nor is it feasible for the Committee, to draw conclusions on every case of bid-rigging or improper collusion in Hong Kong.

1771. Further, as pointed out by the Legal Team, the Committee's remit is not to make findings of bid-rigging or related misconduct in the Works at WF Court or any other large-scale BMR works. Under the TOR, issues concerning the legal liabilities of those involved in the fire in WF Court fall outside the scope of the Committee. They are matters for the Law Enforcement Agencies. At common law, it is recognised that public inquiries are prohibited from determining issues of civil or criminal

liability and have no power to do so.[147] Misconduct such as bid-rigging has been and will be the subject of civil or criminal proceedings.

1772. Yet, the Committee has to examine whether there are systemic problems associated with the tendering process of large-scale BMR works in Hong Kong in general. It is only through such process that the Inquiry can identify the vulnerabilities of the system and make the necessary recommendations with a view to eliminating the improper practices in the future. In this Chapter, the Committee will therefore examine the evidence illustrating how such problems may arise in large-scale BMR works in Hong Kong, how safeguards may fail in practice, and what reforms may be required to prevent their recurrence. These matters will form the basis of the Committee's recommendations in Chapter 15.

1773. The remaining part of this Chapter will be divided into the following parts:

(i) Section B: the regulation of bid-rigging and anti-competitive conduct in Hong Kong;

(ii) Section C: efforts made by the various bodies to tackle bid-rigging, corruption and other irregularities relating to the tendering of large-scale BMR works; and

(iii) Section D: findings on whether bid-rigging, corruption or other irregularities exist in the tendering process of large-scale BMR works in Hong Kong.

147 *Beer, Public Inquiries* (2011) paras 2.129-2.142.

1774. Issues relating to anti-competitive conduct, building management, and the systemic vulnerabilities exposed in the case of WF Court, will be dealt with separately in Chapter 14.

B. THE REGULATION OF BID-RIGGING AND ANTI-COMPETITIVE CONDUCT IN HONG KONG

1775. It may be helpful to outline briefly what bid-rigging means in the context of BMR works.

1776. In a properly functioning tendering process, contractors compete by independently calculating their lowest viable price and offering their best terms. This competitive discipline ensures that homeowners receive a fair market price.

1777. Bid-rigging undermines this process. It occurs when two or more bidders, who are supposed to be competing against each other, secretly agree not to compete.

1778. The CO is the primary legislation regulating bid-rigging and other anti-competitive conduct in Hong Kong.

1779. Pursuant to the statutory definition of "*bid-rigging*" in Section 2(2) of the CO, bid-rigging occurs when contractors strike a secret deal to do any of the following without informing the person inviting the tender (in this case, the homeowners):

(i) agreeing not to submit a bid at all;

(ii) agreeing to withdraw a bid they have already submitted; or

(iii) submitting bids that have been arrived at by a secret agreement (for example, secretly agreeing in advance exactly what prices everyone will quote).

1780. Hence, bid-rigging covers conduct such as price-fixing, bid-suppression, cover-bidding and bid-rotation. The meaning and *modus operandi* of these schemes will be further elaborated in Section D of this Chapter.

1781. Under Section 2 of the CO, bid-rigging may be regarded as "*serious anti-competitive conduct*". The ultimate goal of bid-rigging is to manipulate the outcome so that a pre-chosen contractor wins the project at an artificially inflated price, to the detriment of homeowners.

1782. However, one must understand that bid-rigging is only one technique within a wider constellation of anti-competitive conduct which is prohibited under the CO. Under Section 6(1) of the CO, "*anti-competitive conduct*" encompasses the making of any agreement, or the engagement in any concerted practice or behaviour that has the object or effect of preventing, restricting, or distorting normal competition in Hong Kong.

1783. Other anti-competitive conduct which does not constitute bid-rigging *per se* includes territory allocation, phantom bidding, credential sharing and information exchange. The meaning and *modus operandi* of these schemes will be further elaborated in Section D of this Chapter.

1784. Hence, under the provisions of the CO, there is a distinction between "*serious anti-competitive conduct*" (which includes bid-rigging as defined in the CO) and "*anti-competitive conduct*". In the case of the former:

(i) the CC may institute proceedings before the CT without following the Warning Notice procedure under Section 82 of the CO; and

(ii) the general exclusion for agreements of lesser significance contained in Section 5, Schedule 1 to the CO does not apply.

1785. The CC is the principal competition authority responsible for enforcing the CO through enforcement proceedings before the CT. The enforcement proceedings are civil in nature.

1786. Under Section 93(3) of the CO, the maximum penalty for undertakings that have entered into anti-competitive agreements (such as bid-rigging) is capped at 10% of its Hong Kong turnover for a maximum of three years for each year the undertaking has contravened the CO.

1787. For persons involved in the anti-competitive agreement (such as the relevant director or employee), the CO does not specify a maximum penalty as such. It is the CC's position that the maximum penalty is unlimited in these circumstances.

1788. Under Sections 101 to 103 of the CO, if the CT considers that a person's conduct as a director of a company that has contravened the CO makes the person unfit to be concerned in the management of a company, that person may be disqualified from being concerned in the management of a company for up to five years.

1789. The CT has previously held that the applicable standard of proof in proceedings where the CC seeks a pecuniary penalty is that of the criminal standard.[148] This is because:

(i) the CO itself is silent on the applicable standard of proof; and

(ii) since proceedings involving the imposition of a pecuniary penalty involve the determination of a criminal charge for the purposes of Article 11 of the Hong Kong Bill of Rights, absent express or implied legislative provisions to the contrary, the starting point for such proceedings would normally be the criminal standard of proof.

C. EFFORTS MADE BY THE VARIOUS BODIES TO TACKLE BID-RIGGING, CORRUPTION AND OTHER IRREGULARITIES RELATING TO THE TENDERING OF LARGE-SCALE BMR WORKS

1790. As will be mentioned in subsequent parts of this Chapter, improprieties relating to the tendering of large-scale BMR works in Hong Kong include (but are not limited to) bid-rigging and other anti-competitive conduct, corruption, criminal intimidation, deception and triad-related offences. Throughout the years, efforts have been made by the following bodies to tackle these improprieties.

148 *Competition Commission v W Hing Construction Co Ltd* [2019] 3 HKLRD 46; appeal judgment in [2021] 3 HKLRD 219.

C1. The CC

1791. As stated in the preceding section, bid-rigging and other anti-competitive conduct are regulated under the CO.

1792. The CC is the primary law enforcement agency under the CO, which came into full operation on 14 December 2015.

1793. Between 2016 and 2019, the CC filed three enforcement actions against 18 undertakings and five individuals for engaging in anti-competitive conduct (price-fixing and market sharing) in the decoration and renovation sector in Hong Kong. In each of these actions, the CC was successful in securing declarations of contravention, pecuniary penalties, and director disqualification orders against those persons holding office in the relevant companies.

1794. In 2022, the CC conducted the first of five investigations into the BMR sector in Hong Kong in coordination with the Organized Crime and Triad Bureau ("OCTB") of the Police. As of January 2026, the CC had initiated five investigations relating to BMR works in Hong Kong covering at least: (i) 68 residential estates; (ii) 15 industrial buildings; and (iii) 64 companies.

1795. In March 2026, the CC commenced its first proceeding in the CT specifically targeting price-fixing, bid-rigging, and market sharing in large-scale BMR works.[149] WF Court was named as one of 11 housing estates targeted by a major bid-rigging syndicate. The total value of the contracts hijacked by this syndicate is estimated at nearly HK$700 million. Every consultant and contractor tender at WF Court contained Non-Collusion Clauses ("NCC") and Non-Collusive Tendering

149 CTEA 1/2026.

Certificates ("NCTC"). The relevant actors signed these documents, expressly representing that they had not colluded. If those representations were false, the conduct may amount to a conspiracy to defraud.

1796. The proceeding is still in progress at the time of this Report. It is reported in the media that the substantive hearing of the case will be heard in 2028 at the earliest.

C2. The ICAC

1797. The ICAC was established in 1974 under the Independent Commission Against Corruption Ordinance (Cap. 204) ("ICACO") to combat corruption. According to Section 12 of the ICACO, the statutory duties of the ICAC include, among other things, the investigation of complaints relating to corrupt practices, or alleged or suspected offences under the ICACO and the POBO. In addition, in order to enhance the effectiveness of law enforcement work in combatting corruption, the ICAC is also empowered under ICACO to deal with certain scheduled offences (e.g. fraud, false accounting and conspiracy to defraud) and offences connected with or facilitated by corruption.

1798. Throughout the years, the ICAC has been carrying out investigations into numerous complaints relating to corrupt practices associated with the tendering of BMR works. Their experience and observations regarding the investigation of these matters will be further elaborated in the following Section of this Chapter.

1799. Corruption complaints regarding building management and maintenance ("BMM") matters have for many years accounted for about 25% of all complaints made to the ICAC each year. Complaints relating to BMM matters can be divided into three main categories: building

renovations, other maintenance and repair projects, and general property management matters (e.g. staff issues, building security, cleaning etc.). Most of these complaints comprise nothing more than allegations based on suspicion, and generally lack any substantive supporting information.

1800. Statistics regarding the complaints in respect of BMR works for the period 2023 to 2025 are provided below.

	2023	**2024**	**2025**
No of corruption complaints*	76	63	100
No of pursuable complaints*	70	57	93

* A complaint may refer to a single block, or a single residential estate that comprises multiple blocks, and there may be more than one complaint about the same building/estate concerning different allegations.

1801. Within the Operations Department of the ICAC, there is a dedicated group comprising around 50 investigating officers to deal with corruption complaints concerning BMM matters (including those relating to BMR works). Where necessary, officers from other investigation groups may be drawn to assist, or a task force may be set up to deal with major cases.

1802. In order to encourage the public to report corruption and because of the insidious nature of corruption, a low threshold is deliberately adopted for the classification of pursuable complaints. Focusing on the complaints regarding building renovations over the last three years (2023-2025), the figures above show that the Operations Department launched formal investigations in respect of 220 out of 239 complaints

(or 92%). Figures in relation to arrests and prosecutions concerning BMR works for the last three years are shown below.

	2023	**2024**	**2025**
No of persons arrested*	58	24	45
No of persons prosecuted*	24	0	0

* The number of persons prosecuted may not refer to the persons arrested in the same year as it takes more time to proceed from investigation to prosecution.

1803. After the WF Court fire, the ICAC and the Police launched a joint investigation, resulting in the arrest and prosecution of seven individuals and two companies on 25 criminal counts (including manslaughter, conspiracy to defraud, and tax evasion) in relation to the fire and the renovation project. The criminal proceedings against these parties are still ongoing at the time of this Report. The ICAC and the Police have informed the public that their investigations relating to all criminal conduct associated with the Works at WF Court will continue and there may be further prosecutions in the future.

1804. In addition, the Community Relations Department of the ICAC has made publicity and educational efforts to enhance stakeholders' awareness and strengthen their ability to address corruption risks, including provision of advisory services and reference materials, producing drama series and organising briefings and a Building Management Summit in June 2025.

C3. The Police

1805. Throughout the years, the Police have been carrying out investigations into numerous complaints relating to various kinds of criminal conduct associated with the tendering of BMR works in Hong Kong. Their experience and observations regarding the investigation of these matters will be further elaborated in the following Section of this Chapter.

1806. In 2013, in view of the potential infiltration by criminals, including triads, into BMR works, an inter-departmental working group ("Working Group") initiated and chaired by the Chief Superintendent of the OCTB was established to implement and manage publicity and education campaigns, crime prevention strategies, intelligence gathering and sharing. In September 2013, the Working Group launched RenoSafe Scheme ("RenoSafe"), its flagship publicity and education campaign, with a view to combating crimes associated with BMR works through raising public awareness of such crimes, the *modus operandi* employed by criminals and ways of reporting or seeking advice.

1807. Over the years, the number of standing members of the Working Group ("RenoSafe members") grew and currently comprise representatives from the Police, the BD, the CC, the FSD, the HAD, the EMSD, the ICAC, the PMSA and the URA.

1808. RenoSafe members would undertake matters under their respective purviews, including but not limited to the BD and the FSD providing an overview of statutory building inspection and repair orders issued; the URA and the EMSD providing information on government-subsidised BMR works; the CC, the ICAC and the Police enforcing building maintenance-related civil and criminal violations; the HAD facilitating connections with building representatives; and the PMSA regulating PMCs

and professional management practitioners ("PMPs") through its licensing regime and code of conduct.

1809. RenoSafe members meet periodically to discuss publicity-related crime prevention initiatives, exchange intelligence and refer complaints to each other.

1810. Upon receiving a list of Government-subsidised BMR works, the Police will approach those buildings to distribute RenoSafe-related publicity materials and conduct risk assessments to formulate subsequent preventive measures (including conducting special visits to the target buildings). In addition, referrals to the CC and the ICAC will be made when they encounter cases involving suspected bid-rigging activities.

1811. Other measures taken by the Police include:

(i) maintaining a special telephone hotline for the public to make BMR works-related enquiries and complaints; and

(ii) organising briefings for homeowners.

1812. According to the Police, from publicity, education and prevention perspectives, RenoSafe has achieved its fundamental objective of educating homeowners about the pitfalls arising from a lack of knowledge in building management affairs, anti-competitive conduct and the crimes associated with such conduct. Yet, the Police acknowledge that there are potential areas for improvement in such efforts.

C4. The HAD and the PMSA

1813. The tendering of large-scale BMR works is part of building management affairs. As will be further elaborated in a subsequent part of this Chapter, much of the bid-rigging and other improper activities relating to the tendering of large-scale BMR works may involve various parties including the PMCs, the PMPs and members of the MC of the IO. Proxy harvesting is one of the techniques usually adopted by these persons with a view to selecting particular building professionals and contractors for the large-scale BMR works.

1814. Building management falls within the purview of the HAD.

1815. According to Mr Te Chi Wang, Deputy Director of Home Affairs (witness no 72), the Government's policy on building management is premised on the principle of "private ownership". The right to private property carries with it the inherent responsibility for its proper management, including up-keep and maintenance. The role of the Government is to facilitate the homeowners in discharging their responsibility. Specifically, the BMO was enacted to provide a legal framework for the running of building management affairs. A range of advisory and support services to facilitate building management is also provided by the HAD. Mr Te has emphasised that Government intervention in private property management should be premised on safeguarding the public interest, and should be exercised with caution and restraint given the right of private ownership.

1816. The BMO provides for the incorporation of homeowners, and the management and maintenance of their buildings. The Secretary for Home and Youth Affairs ("SHYA") is the "Authority" under the BMO, and the HAD is his or her executive arm. For a building in which homeowners hold undivided shares, the responsibility for managing the common parts is to be discharged collectively and jointly. The BMO provides the legal

mechanism for homeowners to form a legal entity, namely the IO, to assume and discharge their shared responsibility for building management.

1817. The BMO sets out the duties and powers of the IOs and their MCs with regard to the management and maintenance of common parts of buildings. The BMO also confers on individual homeowners the right to monitor the work of the IO and its MC, which includes the right to inspect or obtain a copy of any financial statements and, if applicable, accountant's reports, and to require the MC chairman to convene an IO general meeting for specified purposes at the request of not less than 5% of the homeowners.

1818. To provide further support to the homeowners and the IOs, the HAD has set up a dedicated team in the HAD Headquarters as well as a District Building Management Liaison Team ("DBMLT") in each of the 18 District Offices. The DBMLTs would attend owners' meetings upon invitation and provide advice and information to homeowners according to the provisions of the BMO. The DBMLTs also handle building management complaints. In addition, the HAD provides a range of services, including but not limited to providing briefing sessions to homeowners and IOs that have received SNs under the MBIS and the MWIS, organising seminars, workshops for homeowners and IOs, and helping homeowners to obtain legal advice.

1819. There is power under the BMO entitling the HAD to intervene in the management of building affairs. Section 40A(1) of the BMO empowers the SHYA or an authorised officer to inspect common parts of a building, attend IO general meetings, and inspect and obtain a copy of the OC's budgets, accounts, documents and records, for the purpose of ascertaining how a building is being controlled, managed or administered. The appointment of authorised officers for taking the necessary actions under Section 40A will be assessed on a case-by-case basis. According to

Mr Te Chi Wang, Section 40A serves mostly as a “last resort" for exceptional cases.

1820. Further, Section 40B of the BMO empowers the SHYA, under certain specified circumstances, to order the MC to appoint a building management agent to manage the building. On the other hand, Section 40C empowers the Lands Tribunal, upon the application of the SHYA, to make an order requiring the convening of a meeting of homeowners to deal with certain specified matters.

1821. Finally, under Section 31, the Lands Tribunal may, upon the application of, among other persons, the SHYA, dissolve the MC and appoint an administrator to run the building management affairs of a building. This was what the SHYA did after the fire in WF Court. On 6 January 2026, the Lands Tribunal, upon an application made by the SHYA, made an order dissolving the MC of WF Court and appointing Hop On to run the building management affairs of WF Court.

1822. Apart from the IOs, PMCs like ISS also play an important role in managing building affairs.

1823. There is a licensing regime for the property management industry which came into operation with effect from 1 August 2020 to regulate PMCs and PMPs. The PMSA is the statutory body, established under the Property Management Services Ordinance (Cap. 626) (“PMSAO”) in 2016, responsible for the operation of this licensing regime.

1824. Under the property management industry licensing regime, besides issuing licences, the PMSA issues codes of conduct and best practice guides for the industry to provide practical guidance on various property management functions and a set of service standards which propel the

industry to raise its professional service level. A licensee does not incur civil or criminal liability simply because the licensee has contravened a provision of the codes of conduct. However, in any proceedings (whether disciplinary, civil or criminal), if the PMSA, the disciplinary committee or the court is satisfied that a provision of the codes of conduct is relevant to determining a matter that is in issue in the proceedings, then the codes of conduct are admissible in evidence in the proceedings; and proof that a licensee contravened or did not contravene the provision may be relied on as tending to establish or negate that matter.

C5. The URA

1825. The role of the URA deserves special mention in this Report, for the simple reason that the Smart Tender Scheme operated by the URA was specifically introduced to tackle the problem of bid-rigging in respect of BMR works in Hong Kong. In fact, WF Court joined the Smart Tender Scheme after the buildings in the estate were served with SNs under the MBIS.

(I) The history of the Smart Tender Scheme

1826. The Smart Tender Scheme is a fee-based service scheme with the mission to provide technical assistance to homeowners and reduce the risks of bid-rigging in the procurement of contractors for BMR works. The objective of the Smart Tender Scheme is to reduce the exposure of homeowners to bid-rigging, which is a possible systemic problem in the procurement process for BMR works.

1827. The URA was established in 2001 pursuant to the Urban Renewal Authority Ordinance (Cap. 563) ("URAO") as the statutory body for the purpose of carrying out urban renewal and for connected purposes.

Under Section 5(d), one of the URA's purposes is to prevent the decay of the built environment in Hong Kong by promoting maintenance and improvement of individual buildings. Further, as per Section 5(f), the URA can engage in such other activities and perform such other duties as the CE may, after consultation with the URA, permit or assign to it by order published in the Gazette.

1828. In 2011, the URA was tasked to implement the Urban Renewal Strategy published by the DEVB with rehabilitation as one of its core businesses. In doing so, the URA shall promote rehabilitation of buildings in need of repair and provide technical and financial assistance to homeowners in order to promote proper maintenance of buildings.

1829. Since 2013, with a view to addressing concerns about bid-rigging, the URA has implemented a new arrangement for the tendering process for BMR works under which an impartial professional will be appointed to handle the process and to keep the identity of bidders anonymous until tender opening. According to the URA, that arrangement has proven to be a success, as evidenced by a substantial increase in the number of tenders submitted and the frequency of the lowest tender prices falling within the pre-tender estimate.

1830. In his 2016 Policy Address, the then CE expressed concerns about bid-rigging as regards certain BMR works. The Government thereafter discussed with the URA a pilot scheme, to be operated by the URA, to enhance technical support for homeowners.

1831. This initiative culminated in the launching of the Smart Tender Scheme in May 2016, with three initial core offerings as further explained below. The design of the Smart Tender Scheme was based on and certainly had the benefit of the practical experience obtained from the implementation of the earlier arrangement introduced in 2013.

(II) The operation of the Smart Tender Scheme

1832. The URA provides a number of "Core Offerings" to assist homeowners undergoing BMR works under the Smart Tender Scheme.

a. DIY Tool-kits

1833. First, the URA publishes Chinese "DIY Tool-kits" to guide homeowners and the IOs that have joined the Smart Tender Scheme through the process of arranging and carrying out BMR works, out of the consideration that they may lack related knowledge and experience about such works. In particular, the "DIY Tool-kits" provide guidelines on how to prevent bid-rigging, and suggest standard templates and clauses to be included in tender documents. It also details the services offered by the Smart Tender Scheme, explains the role of an Independent Consultant, and includes sample reports to be prepared by an Independent Consultant.

1834. Separately, the URA has uploaded onto its official website a standard template of tender documents for the appointment of an inspector and a consultant. The sample template is for reference by the IOs, which are free to decide whether to use it or not or modify it. The URA has prepared these templates in consultation with professional building and legal consultants, so as to maximise the standardisation of terms in tenders and contracts with fair standards formulated for use by the IOs.

b. Independent Consultant

1835. Second, the URA will assign an Independent Consultant for appointment by the homeowners or the IO (using the Smart Tender Scheme services), such that they can obtain advice or recommendations from an independent third-party professional on matters arising in the tendering

process. The URA will enter into: (i) a bi-partite service agreement with the homeowners or the IO; and (ii) a tri-partite agreement with the homeowners or the IO, and the Independent Consultant.

1836. Under these contracts, the URA will act as agent of the homeowners or the IO to instruct, liaise with and coordinate with the Independent Consultant. The services provided by the Independent Consultant are set out in the tri-partite agreement, which involve the provision of the following reports:

(i) In the initial stage, the Independent Consultant has to prepare an Initial Assessment Report containing: (a) basic repair and maintenance works proposal; and (b) preliminary cost estimate, for the reference of the homeowners or the IO. If the homeowners or the IO decide to pursue the BMR works, an RI will be appointed. The RI appointed will then conduct the prescribed inspection and also prepare an Inspection Report in compliance with the B(I&R)R, in particular making a proposal for the prescribed repair. For the purpose of inviting the submission of tenders for the BMR works, the RI appointed will further prepare two sets of documents: (a) draft tender documents; and (b) Cost Estimates of Works.

(ii) Second, the Independent Consultant has to prepare a PAR (Part 1) to identify discrepancies and omissions, and highlight any mandatory repair items (i.e. prescribed repair works) that are missing with reference to the documents prepared by the RI. This aims to ensure that the submitted tenders will cover all the prescribed items of repair works. Except for the prescribed items, the homeowners or the IO (and the RI) are at liberty to adopt or reject the Independent

Consultant's comments in the PAR (Part 1). It is then for the homeowners or the IO to decide whether to accept the finalised tender documents.

(iii) Third, if the homeowners or the IO have resolved to accept the finalised tender documents, they will send these to the URA together with a letter confirming their acceptance thereof. The Independent Consultant then has to prepare a PAR (Part 2) to confirm four (mandatory) matters in relation to the finalised tender documents, namely: (a) they are accepted by the homeowners or the IO; (b) they do not reveal the identity of the RI; (c) they do not require the bidders to pay administration fee; and (d) they require the bidders to comply with the law.

(iv) Fourth, with reference to the BMR works set out in the finalised tender documents, the Independent Consultant has to prepare an Independent Cost Estimate – it will not be disclosed to any party in order to avoid any conduct of collusion and bid-rigging. The document will be put into the tender box and opened only after the opening of all bids, so as to give a benchmark comparison to assist the homeowners or the IO in assessing whether the bids received are unreasonably priced. After opening all the bids, the RI will prepare a TAR.

(v) Fifth, the Independent Consultant then has to prepare an Assessment Report on the TAR, identifying omissions and inadequacies in the technical review of tenders and the analysis provided in the TAR, and comparing the lowest tender price with the Independent Cost Estimate.

1837. If the homeowners or the IO have successfully applied for subsidy under the OBB 2.0 Scheme, the Independent Consultant will, outside the scope of the Smart Tender Scheme, further prepare a Contract Assessment Report commenting on the draft contract to be signed by the homeowners or the IO and the contractor resolved to be appointed.

1838. The homeowners or the IO will thereafter convene an owners' general meeting for the purpose of considering and, if thought fit, passing a resolution to appoint a contractor. Upon the holding of this general meeting, the provision of the services under the Smart Tender Scheme essentially comes to an end.

1839. For the Independent Consultants, the URA would appoint three consultancy firms, referred to internally as "Building Surveying Consultants" ("BSCs"), that would be assigned to homeowners or the IOs on a roster basis for appointment by the latter as Independent Consultants.

1840. In 2017, the URA advertised in newspapers and on its own website to invite the return of Expression of Interest ("EOI") by consultancy firms for appointment as the BSCs. Upon receipt of the EOIs, the URA invited the firms expressing interest to submit tenders for the provision of service as the BSCs, and only those firms which satisfied the URA pre-approved shortlisting and selection criteria were so invited.[150] The three lowest conforming bidders were in the end appointed as the BSCs for a term of two years. The process to appoint the BSCs is being carried out by the URA every two years.

150 Including but not limited to being on the pre-approved URA or Government building surveying, structural engineering and architectural consultant lists (which lists contained around 60 firms), having a minimum company size and working experience, and not having been subjected to disciplinary proceedings by their relevant professional bodies.

1841. The rationale underlying this selection process of the BSCs was that the potential bidders had already been on the URA's list or Government's list of consultants and were thus considered as sufficiently competent to provide the required services as the BSCs; and that being the case, a price-only assessment was done to give the best value for money.

1842. The BSCs are contractually obliged to require their employees involved in the relevant services to declare, in writing, any conflict of interest in connection with any services provided under the assignment with the URA. This contractual requirement aims to ensure there is no improper connection between the relevant BSCs and bidders for appointments as consultants and contractors by the homeowners or the IOs.

1843. The URA evaluates and monitors the BSCs' performance continually, by holding a progress meeting with each BSC every three months, and conducting a performance evaluation for each BSC every six months.

1844. On 31 August 2017, based on submissions received, the three lowest conforming tenders were selected with the consultancy firms appointed as the term BSCs for the URA for a period of two years: they were Multiple Surveyors Limited, RS Surveyors, and KC Surveyors Limited. As to the assignment of selected BSCs to homeowners or the IOs, it was at all times done on a roster basis. Eventually, RS Surveyors was assigned as the Independent Consultant for the Works at WF Court.

c. E-Platform

1845. The rationale for creating the E-Platform is to prevent the exploitation of the following vulnerabilities in the traditional tendering process:

(i) The traditional tendering process often starts with the IO (on behalf of homeowners) issuing tender invitations. The problem is that since the IO essentially controls how and to whom such invitations are sent, in cases of collusion, the IO may only send invitations to colluding bidders, or impose administrative hurdles (such as demanding payment of an administrative fee) or create inconvenience for the submission of tender documents, to deter non-colluding bidders from joining the tendering exercise. Such kinds of conduct compromise the integrity of the entire tendering process. In any event, even if there is no collusion between the IO and the bidders, the traditional method of advertising tender invitations in newspapers has limited reach and is not conducive to facilitating healthy competition among bidders.

(ii) If the bidders have queries in relation to the tender documents or the works required, they inevitably need to contact the IO or the consultant engaged by the IO to coordinate the BMR works for it thereby revealing their identity. Such communication opens the door to undue interference.

(iii) The traditional tendering process also involves the IO itself arranging the venue for submission of tenders. There were rumours and allegations that submissions by non-colluding bidders had been physically obstructed. In cases of such misconduct, the process lacks credibility and the homeowners may lose confidence in it.

(iv) In the traditional tendering process, the IO normally controls the mechanism of opening submitted tenders, and it is difficult for homeowners to supervise or ascertain the actual

number of bids submitted, identity of the tenderers, whether any bids submitted have been withdrawn, or particulars of each of the bids submitted. Such lack of transparency discredits the entire process.

1846. The Smart Tender Scheme therefore provides an E-Platform with the following measures aimed at reducing the risk of bid-rigging.

1847. First, to expand the pool of bidders in order to facilitate healthy competition and reduce the likelihood of improper interference in the tendering process, contractors are encouraged to register on the E- Platform in order to become entitled to receive the tender invitation and bid for the tender available on the E-Platform.

1848. When the E-Platform was launched in 2016, in order to be eligible to apply for registration as a participating contractor, the applicant had to: (i) hold a valid business registration certificate; and (ii) be an RGBC. Since September 2018, the URA has refused applications for registration where it comes to the knowledge of the URA that the contractor is under prosecution or has been convicted of offences under the POBO or the CO; and where the contractor has been registered already, suspending its registration if it comes to the knowledge of the URA that the contractor is under prosecution, or removing its registration if it comes to the knowledge of the URA that the contractor has been convicted, for offences under the two said statutes.

1849. Second, the E-Platform allows, and indeed compels, bidders to remain anonymous until bid-opening with a view to minimising the risks of collusion or undue influence. The bidders are each given an individual user account to access, download and submit documents without revealing their identity. All bidders making queries are anonymised. Contractors wishing to conduct site visits are each given a randomised number granting

their staff access to the sites, without revealing to which contractor they belong.

1850. Third, contractors registered on the E-Platform will receive tender invitations and information through the platform. Under the Smart Tender Scheme, it is no longer possible for the IOs to collude with the bidders by sending tender invitations to colluding bidders only, or through selective information distribution channels.

1851. Fourth, the platform provides an Owners Download Centre where homeowners can access relevant documents and better supervise the process.

1852. Fifth, the URA administers a centralised collection venue. A tender must be physically submitted to this location. The opening of tenders is conducted by professional accountants (or independent professionals) in the presence of representatives from the IOs. There is also the mandatory requirement of video recording the opening of tenders.

(III) Refinement and expansion of the scope of the Smart Tender Scheme over the years

1853. The URA has refined and expanded the scope of the Smart Tender Scheme over the years as follows:

(i) In late October 2016, the Smart Tender Scheme was expanded to cover all multi-owned private residential and composite buildings with more than three storeys in Hong Kong.

(ii) Gradually after 2019, procurement of APs, RIs, or MW contractors (for either Class I or Class II) was made possible on the E-Platform.

(iii) Since April 2021, the E-Platform has been made available for use by public free-of-charge.

1854. As the E-Platform did not by then cover the procurement of RI/Inspection and RI/Supervision, the consultant for the Works at WF Court (i.e. Will Power), which was responsible for providing an RI to supervise the Works, was engaged by the IO of WF Court without substantive involvement of the URA.

1855. Further, homeowners or the IOs participating in rehabilitation subsidy schemes such as the OBB 2.0 Scheme are required to adopt measures to prevent bid-rigging. Contractors must be procured through the system under the Smart Tender Scheme. Moreover, the use of contract templates offered by the URA has been made mandatory since 31 October 2022, out of concerns that parties colluding to achieve bid-rigging may avoid using the templates to bypass the designed contractual protections for homeowners or the IOs.

1856. Since February 2024, live streaming is provided during tender opening on the E-Platform to enhance transparency, thereby allowing all homeowners or the IOs to witness the process.

1857. Apart from the Smart Tender Scheme, the URA in 2021 introduced the Building Rehabilitation Company Registration Scheme ("BRCRS"), which is a one-stop platform that homeowners can use to search for different categories of service providers in building rehabilitation. As of now, it includes APs, RIs, RGBCs, RMWCs (Class I), and RFSICs

(Class I & II). Sign-up is voluntary and indeed not all APs and other relevant building professionals have signed up for this.

1858. The BRCRS is outside the scope of the Smart Tender Scheme. Regarding RGBCs, they should not be conflated with the contractors registered under the E-Platform in the Smart Tender Scheme. The BRCRS was introduced after consultation and studying of the proposals from 22 professional bodies and professionals in the building industry.

1859. To be eligible to take part in the BRCRS, a service provider must:

(i) be qualified under the BO in the category of service that it provides;

(ii) declare that it has not been convicted of bribery, anti-competitive conduct, professional misconduct or been subject to disciplinary action for the past three years; and

(iii) take part in the assessment by the Hong Kong Quality Assessment Agency ("HKQAA") as appointed by the URA.

1860. The HKQAA performs the task of rating service providers. In practice, it randomly selects a project completed by the service provider in the past five years to check if certain items of project management measures were implemented in that project. However, the rating is not meant to assess the quality of their works or services. There are 24 items of project management measures for rating consultants and 21 items for rating contractors. For example, if an item of project management measure was implemented, the contractor would be given a "YES" mark; and if a contractor had a "YES" mark for all 21 items, it would be given a rating of

100%. Ironically, at the material time relating to the execution of the Works at WF Court, PC&E was a contractor in the BRCRS and had been given a rating of 100%.

(IV) The position of the URA on the operation of the Smart Tender Scheme

1861. Mr Wong Se King Peter ("Mr Peter Wong"), Director (Building Rehabilitation) of the URA (witness no 69), testified that the URA has all along been aware of the different improper conduct in the tendering of BMR works in Hong Kong, including internal collusion, tender documents manipulation, bid suppression, manipulation of the return and opening of tenders and tender analysis manipulation.

1862. Whilst the URA, through the operation of the Smart Tender Scheme, has tried its best to reduce the risk of bid-rigging in the tendering of BMR works in Hong Kong, Mr Peter Wong maintains that it is not the statutory function of the URA to act as the enforcement authority against bid-rigging, a regulator of the relevant professionals (including contractors), or a supervisor in the execution of the entire repair works project to ensure that not only the integrity but also the service quality of the consultants (or RIs) and contractors concerned is maintained. Such responsibilities have never been within the mandate, statutory or as a matter of policy, of the URA.

1863. As stated in the Application Notes for the Smart Tender Scheme, the URA acts as a facilitator and equips homeowners with more information for reference when conducting procurement. The mandate of the URA in designing and operating the Smart Tender Scheme is to reduce the exposure of the homeowners or the IOs to bid-rigging. In case of any improper conduct, the most that the URA could do (and has been doing) is

to advise homeowners and the IOs to seek assistance from law enforcement agencies.

1864. Further, it is also not the purpose of the Smart Tender Scheme, nor is the URA equipped, to take up the roles and assume the responsibilities of the APs or the RIs employed by the homeowners or the IOs. While the URA will from time to time remind the APs and the RIs to observe the relevant statutory requirements during the execution of the BMR projects, the URA is not legally empowered to supervise or take legally effective measures to enforce those statutory requirements.

1865. The URA also faces manpower and financial resource constraints when tackling the problem of bid-rigging. The number of cases handled by the Smart Tender Scheme increased significantly, from 1,760 cases in 2018 to 6,841 cases in 2023. Further, the URA has to handle around 15,000 to 17,000 bids each year.

1866. In addition, it has all along been the practice of the URA not to pass any value judgment on the terms of a tender, especially with regard to the tender price. There are two main reasons for such practice.

1867. First, the URA simply does not have any "objective" benchmark for assessing whether a tender price is too high or too low. For instance, as regards contractor tenders, though the Independent Consultant will compare its own cost estimate with the tender price, it will only highlight which tender prices are significantly higher or lower than its own cost estimate without commenting on whether a higher price is good or a lower price is bad, or vice versa. In the Inquiry, Mr Peter Wong also mentioned that according to his memory, the Hong Kong Institute of Surveyors ("HKIS") had at one stage published an hourly-rate fee scale for building surveyors under the MBIS. However, such information was later

removed from the website apparently by reason of anti-competition concerns.

1868. Second, the URA has always been anxious not to provide any substantive comment on the tender price because of the concern that any such comment will easily be perceived as the URA seeking to interfere with the independent consideration by the homeowners or the IOs, or even deliberately favouring or disadvantaging certain bidders. This has always been an important concern, so the URA had and still has the practice of having internal briefings with its officers to remind them that no substantive comments should be made on the reasonableness of the terms of a tender.

1869. Further, the URA would not comment on whether certain works listed in the BMR works proposals are necessary. It is a matter for the RI and the homeowners or the IO. The URA would only check whether the works in the BMR works proposal are sufficient to cover all the necessary repairs required by the SN under the MBIS.

1870. The URA is also responsible for the operation of the OBB 2.0 Scheme, which is a scheme offering financial assistance to eligible homeowners of old-aged buildings to carry out large-scale BMR works[151]. It is also a requirement of the OBB 2.0 Scheme that the applicants applying for such assistance must participate in the Smart Tender Scheme. This was actually the case for WF Court. Since the URA is responsible for the distribution of financial assistance after the completion of the large-scale BMR works, the URA would stay on to offer assistance to residents even after its services under the Smart Tender Scheme have technically

151 Amongst other eligibility criteria, the average annual rateable value of domestic units in the building owned should not exceed HK$187,000 for buildings sited in urban areas (including Shatin, Kwai Tsing, Tsuen Wan), or HK$143,000 for buildings sited in the New Territories.

terminated upon the appointment of the contractors for such works, though its role is rather limited under such circumstances.

D. FINDINGS ON WHETHER BID-RIGGING, CORRUPTION OR OTHER IRREGULARITIES EXIST IN THE TENDERING PROCESS OF LARGE-SCALE BMR WORKS IN HONG KONG

1871. TOR2 requires the Committee to ascertain whether bid-rigging, corruption or other irregularities exist in the tendering process of large-scale BMR works in Hong Kong.

1872. For the reasons fully set out in Section C of Chapter 2, the Committee will rely on the following materials in making its findings:

(i) the information supplied by the Law Enforcement Agencies including the CC, the ICAC and the Police in their reports to the Committee; and

(ii) the submissions made by various parties in the second round of invitation by the Committee to the public for providing information.

1873. Pursuant to the requests of the Committee, the CC and the ICAC have each provided a report, and the Police have provided a witness statement to the Committee, providing details about their observations after carrying out years of investigations into improper conduct relating to the tendering process of large-scale BMR works in Hong Kong. The Committee begins with the report submitted by the CC in May 2026 ("CC Report").

D1. CC Report

1874. In the CC Report, reference is made to a market study about the BMR sector in Hong Kong conducted by the CC with reference to data collected prior to the full commencement of the CO. At the time, this was done, in part, to address the widespread perception that this sector was rife with anti-competitive behaviour. Consequently, the "Report on study into aspects of the market for residential building renovation and maintenance" ("CC 2016 Study") was published.

1875. In the CC 2016 Study, the CC had sought and obtained from the URA and the Hong Kong Housing Society tender records from a number of tenders for BMR works. Applying structural and behavioural screening techniques that are commonly deployed by overseas competition agencies to the relevant records, the CC's screening analysis did reveal suspicious patterns that are consistent with there being widespread bid-manipulation practices in Hong Kong. In particular:

(i) A substantial number of bids submitted by consultants, which were supposedly independent consultants fell below the minimum cost of providing the relevant services. This would suggest that unless the consultants were willing to engage in loss-making behaviour (which generally makes no commercial sense), these consultants might have expected to be remunerated through other (possibly nefarious) means.

(ii) In a number of instances, consultants were recorded as having priced their bids in circumstances that did not appear to have any meaningful correlation with the size of the project. This, in turn, suggests that these consultants might have priced their bids in circumstances that were unrelated to the projected costs in undertaking the relevant works.

(iii) Statistically, the frequency in which certain consultants would end up working with certain contractors would lend support to the existence of some form of vertical cooperation between the consultant and the chosen contractor.

1876. The CC 2016 Study was based on analysis of bids submitted prior to the full commencement of the CO, and so the CC could not take any enforcement action based on the findings of the CC 2016 Study.

1877. As pointed out by the CC, absent exceptional circumstances, proof of suspicious patterns alone will not be sufficient to find a case of "bid-rigging" for the purposes of the CO. Screening analyses of this sort are, instead, generally used to identify potential areas for investigation and to support the necessary statutory threshold which must be met before the CC may use its compulsory powers of investigation under the CO.

1878. However, the fact that the CC had conducted the CC 2016 Study even before the commencement of the CO shows clearly that bid-rigging in the BMR sector was a matter of grave concern by that time.

1879. Since the commencement of the CO, the CC has carried out various investigations relating to anti-competitive conduct in the BMR sector. Based on the experience of the related investigations made by the CC in the past years, the CC makes the following observations in the CC Report:

(i) The CC believes that there is indeed a widespread, systemic, and long-standing practice among some building maintenance contractors to affect the outcome of tenders for BMR works. Such practices can range from and are not limited to:

(a) a one-off agreement among building maintenance contractors whereby one or some would refrain or drop out from the bidding process (colloquially referred to as "bid-suppression");

(b) a one-off agreement among building maintenance contractors whereby there would be a pre-agreed "designated winner" of the tender whose chances of winning would be supported by other building maintenance contractors who would purposely submit less attractive bids (colloquially referred to as "cover bidding"); and

(c) a market-wide coordinated effort where members of syndicates of building maintenance contractors would agree to "register" themselves in an overarching scheme where they would facilitate each other's chances of winning over a number of tenders by systematically engaging in cover bidding if and when called upon (colloquially or loosely referred to as "bid-rotation").

(ii) These practices are sometimes facilitated by the consultants that are supposedly independently engaged by the homeowners or the IO of a building. In these cases, the consultants may, in exchange for compensation (whether by way of outright payment or by taking a "cut" from the final project works), agree to favourably recommend a building maintenance contractor for the homeowners and the IO to select.

(iii) Aside from the practices referred to sub-paragraph ((i) above, there exist many other anti-competitive practices in the market for BMR works that, while they may fall short of the definition of "bid-rigging" for the purposes of Section 2 of the CO, are nevertheless capable of influencing the outcome of a tender. For example:

(a) An undertaking (whether it may be a bidder or consultant) may exchange competitively sensitive information concerning an ongoing or upcoming tender with an actual or potential bidder, in circumstances where there is no express evidence of an agreement as to how that information will be deployed. This practice is known as "information exchange" and while it is usually, in itself, a standalone contravention of competition law, this is generally not regarded as "bid-rigging" *per se*.

(b) Multiple undertakings may engage in a market-wide agreement to allocate territories amongst themselves such that they have agreed, in advance, not to "enter" into each other's geographical market regardless of whatever tendering opportunities that may arise. In competition law, this is known as "market sharing" and is, in fact, separately defined as being a form of "serious anti-competitive conduct" under Section 2 of the CO.

(c) One BMR contractor may agree to lend its company templates, credentials, email accounts to another building maintenance contractor to submit a tender in the former's name whenever convenient. This

practice is known as "credential sharing" and depending on the extent of the first building maintenance contractor's knowledge, may fall outside the definition of bid-rigging for the purposes of the CO.

(d) One building maintenance contractor may set up a number of ostensibly independent building maintenance contractors but which are under common de facto control. These contractors will "bid against" each other in tenders for building maintenance works to give the impression that the tender was a competitive one when, in fact, it is not. This practice is known as "phantom bidding" and depending on whether "phantom bidders" may be regarded as truly "separate" businesses, this practice may fall outside the definition of bid-rigging for the purposes of the CO if the CT does not regard this arrangement as amounting to an agreement between undertakings.

(iv) The CC has reason to suspect that a number of BMR consultants and contractors are affiliated with triad societies in Hong Kong. In the past, the CC had encountered cases where there was evidence that:

(a) threats of or actual violence were used to compel a bidder for BMR works to withdraw from a tender or to follow the instructions of the triad societies on how to submit a tender;

(b) BMR contractors that are affiliated with the same triad society would coordinate their bids in accordance with instructions received from a senior member of that triad society; and

(c) even within the same tender for a particular BMR contract:

(1) BMR contractors from two triad societies would try to influence the outcome of the tender by coordinating the behaviour of their own affiliated BMR contractors in "competition" with the other triad society; or

(2) two triad societies would work with each other by cover bidding for each other.

1880. In the CC Report, the CC has included three case studies to support its observations mentioned above.

1881. Case Study No 1 was a bid-suppression case with the involvement of triads and suspected corrupt consultants. A contractor intended to bid for a BMR project for a residential building that was the subject of an MBIS order. A representative of the contractor reached out to the appointed consultant inquiring about the status of the tender. On the day of the meeting, the appointed consultant had invited two other men to attend as well. One of the men identified himself as being a bidder for the tender while the other claimed to be a member of a triad society. The two men then, in the presence of the consultant, asked the representative of the contractor to refrain from bidding and upon his refusing to do so, assaulted him. Subsequently the representative of the contractor decided not to bid

in the tender and reported the matter to the Police who then referred the matter to the CC.

1882. Case Study No 2 involved a syndicate-operated cover-bidding cartel which is the subject of an investigation by the CC. In this case, a person who is believed to be a senior office bearer of a triad society is the *de facto* owner of a contractor. Whenever there was a tender for BMR works on the market which this senior office bearer or his associates were interested in securing, these persons would blow the whistle to gather other contractors ("Instructed Bidders") to help rig the outcome of the tender. This would be achieved by associates of the senior office bearer preparing individual pricing instructions for these Instructed Bidders to follow (which the syndicate refers to as "homework". This "homework" would then be sent to the Instructed Bidders either through WhatsApp or fax. The Instructed Bidders would then submit bids in accordance with the "homework", with the net result that a pre-determined bidder would end up submitting a more attractive bid than the other Instructed Bidders. The CC believes that this syndicate was operational from June 2020 until 2024 when the CC turned its investigation overt.

1883. Case Study No 3 involved an investigation by the CC showing cooperation between multiple syndicates to rig bids. It was revealed that the ringleader or coordinator of one syndicate had sought and received assistance from members of another syndicate in an attempt to rig the outcome of a tender for a particular BMR project. As a result, the CC believes that more than 20 contractors were involved in attempting to rig the outcome of a single tender with all of this being centrally coordinated in a systematic fashion.

1884. It is understandable that the CC cannot supply more details about these cases to the Committee. Further, apart from these three cases, the Committee has reason to believe that there are and were other cases

under the CC's radar. Though the allegations involved in these cases may not have been proved in a court of law because of their covert nature, there are some other objective facts (as further elaborated below) corroborating the observations made by the CC.

1885. By reason of the aforesaid, the CC considers the above practice to be:

(i) widespread: in that geographically it covers buildings in the whole of Hong Kong and involves a substantial number of consultants and contractors;

(ii) systematic: especially where syndicates are involved whereby there are clear systems of "registration", dissemination of "homework" and existence of ring-leaders or coordinators; and

(iii) long-standing: almost every witness who has been willing to attest to the above practices has described this as a long-standing trade practice in Hong Kong, with some of the jargon like「豬標」(literally translated as "pig bid") and「豬仔標」(literally translated as "piggy bid") used by cartelists in other market sectors as well, such as the IT sector and the sector for installation and maintenance of large-scale air-conditioning works.

D2. ICAC Report

1886. The report submitted by the ICAC to the Committee in January 2026 ("ICAC Report") echoes the observations made in the CC Report.

1887. According to the ICAC, even though the Smart Tender Scheme was deployed in several of the BMR projects involved in its investigations, there was ample evidence of blatant manipulation of tender exercises to appoint consultants to oversee the projects, with the bids consistently being unreasonably low. On occasion, the RI appointed by the consultant was in fact a mere dummy, who exercised little or no supervision over the project, and was only appointed to satisfy the statutory requirements imposed under the BO. In many instances, the contractor was often part of a crime syndicate with triad connections, who would collude with the consultant and other contractors to rig the bids, corrupt members of the MC and the PMC, or deploy other illegal means (e.g. faking proxy votes) in order to manipulate the selection of the contractor for the project.

1888. In the ICAC Report, the ICAC has referred to eight case studies to support its observations. Five cases are related to ongoing ICAC investigations, and so the ICAC has not disclosed the details of these case studies in the ICAC Report that was disclosed to the public.

1889. In order not to prejudice the ongoing ICAC investigations, the Committee agrees with the request made by the ICAC not to disclose such details in the ICAC Report. The Committee does not see the need to refer to or rely on the details of the undisclosed cases in making its findings in this Report.

1890. The first case of the remaining case studies, the middleman of a bid-rigging syndicate made a report to the ICAC about a BMR project for a residential estate valued at about HK$262,000,000. Under caution, the middleman admitted his role in assisting the contractor to secure the renovation project. According to the middleman, other parties involved included some PMC staff, MC members as well as the consultant, who had secured his appointment for the project at an unreasonably low price of HK$880,000 (i.e. 0.34% of the project sum). Most bribe payments would

be paid in cash and through middlemen. A number of dummy companies were also set up to participate and rig the tender exercises. The abovementioned compromised parties would allegedly share kickbacks from the contractor totalling around 17.5% of the project sum, i.e. about HK$46,000,000. The middleman confessed that he reported the matter to the ICAC after failing to obtain his share of the payment.

1891. In making his report to the ICAC, the middleman further admitted involvement in scams at two other residential estates involving different syndicates. Similar deceptive and corrupt means were said to be employed by the other two syndicates.

1892. Protracted enquiries by the ICAC identified the suspects and more associates, as well as some suspicious fund flows. An arrest and search operation was mounted. Examination of voluminous seizures revealed that possible false accounting and business records were used to conceal suspected bribe payments. However, no witnesses were available to give evidence about the records, or otherwise against the syndicate. Follow-up investigation revealed suspicious bank transactions between an associate of the contractor and a maintenance manager of the PMC of the estate. Under caution, the maintenance manager admitted having accepted HK$200,000 for disclosing the tender information of other bidders to the associate, who however denied the allegation.

1893. The middleman and the maintenance manager were charged with corruption offences and convicted upon their own guilty plea. The middleman, who was involved in corruption schemes across three residential estates, was sentenced to 35 months' imprisonment after pleading guilty to four corruption charges. The maintenance manager was sentenced to six months' imprisonment.

1894. Subsequently, the middleman provided a non-prejudicial statement seeking to implicate other syndicate members. However, as his evidence was uncorroborated, and given his dubious credibility, the Department of Justice considered there was no reasonable prospect of convicting his accomplices, and hence did not advise prosecution.

1895. This case was widely publicised and reported in the media.

1896. Another case study involves a public housing estate under the TPS, whereby 84% of the flats at the estate were sold to the tenants while the remainder were owned by the Government, represented by the HD, for public rental purposes.

1897. In June 2021, upon receipt of an MBIS order, the MC of the IO of the estate resolved to carry out a large-scale BMR project and to conduct an open tender, instead of using the Smart Tender Scheme services of the URA, to select a consultant and contractor for the project. Numerous homeowners suspected that there were bid-rigging activities and reports were made to the ICAC.

1898. Protracted enquiries by the ICAC revealed that on several occasions, two triad members, who had business ties with the consultant and some of the contractors bidding for the project, had met certain members of the MC and a middleman. The triad pair might have given advice on how to convene an owners' meeting to ensure that the tender exercise would result in the selection of their favoured contractor. It also transpired that the pair might have assisted the MC members to collect proxy votes from some homeowners, in order to enable them to manipulate voting at the owners' meetings to achieve outcomes in their favour.

1899. Eventually, the HD agreed to intervene and the owners' meeting eventually resolved to terminate the contract with the consultant and to re-tender for the project through the Smart Tender Scheme. Though the evidence collected during the investigation was not sufficient to justify criminal prosecution, the action resulted in re-tendering of the large-scale BMR contract.

1900. The last case study involved possible improper conduct on the part of the PMC. The PMC of one old private residential building also managed several other aged private residential buildings where renovation projects were being carried out or about to be carried out. In December 2023, the ICAC received an anonymous complaint alleging that the proprietor of the PMC had solicited or accepted bribes of 3% to 5% of the project sums from the consultants and contractors, in return for his assistance in securing renovation projects for the latter. According to the complaint, in order to facilitate the corrupt arrangement, the proprietor of the PMC required the contractors to purchase certain materials for the project from a designated supplier at an inflated price, with the inflated amount to be reverted as bribes to the proprietor. Based on the ICAC's assessment, an investigation was conducted even though the complainant was anonymous.

1901. The ICAC's investigation revealed that, in a BMR project for the first building, the contractor had in fact purchased the materials from the designated supplier, and that a family member of the PMC proprietor had a financial interest in that supplier. However, protracted enquiries could not reveal any payment of bribes or suspicious contacts between the proprietor of the PMC, and the relevant consultants and contractors some of whom had a triad background.

1902. This case reveals possible corrupt involvement of the proprietor of a PMC in tender exercises. The investigation could not secure sufficient evidence to initiate a prosecution, and an early intervention strategy was adopted to alert the MCs of the four other buildings managed by the same PMC to the risks of corruption. The MCs also lacked the relevant knowledge to implement a system to deal with potential conflicts of interest. Some of the buildings in this case also involved the MBIS, funding under the OBB 2.0 Scheme and the use of the E-Platform under the Smart Tender Scheme.

D3. Report by the Police

1903. Similar observations were made by the Police in the witness statement supplied to the Committee by Superintendent Lam Kai Chor ("Superintendent Lam") who is the Superintendent of C Division of the OCTB of the Police.

1904. Based on the experience of and reliable intelligence obtained by the Police, Superintendent Lam made the following observations:

(i) In general, bid-rigging activities involve collusion among a wide range of stakeholders, including homeowners, MC members, PMCs, consultants, contractors, and so-called estate concern groups.

(ii) Triad involvement takes many forms, including direct involvement and discreet approaches through front persons, influence over "concern groups" or participation via indirect links with consultants or contractors. It may be inaccurate to assume that triads are always the dominant driver or that they are significantly involved because many bid-rigging

schemes are organised and executed by ordinary market players, with triad elements engaged only at particular stages, or not at all. When someone has to "do the dirty work" and the use of some form of suppression or violence is essential, triads would then become the "enforcer". Having said that, intelligence indicated that a small number of triads had set up and were operating their own consultant and contractor companies to participate in BMR works.

(iii) To conceal their clandestine activities from non-participants and authorities, these organised crime groups have evolved over the years through the adaptation of early infiltration, bribery, coercion or persuasion, instead of making use of pure violence to achieve their goals and objectives.

(iv) Factors such as the lack of industry standards on BMR works and industry price references, and homeowners' lack of professional knowledge and unwillingness to participate in building management affairs, render the system vulnerable to exploitation as demonstrated in substantially inflated sky-high renovation price.

(v) Apart from the said factors, homeowners are heavily reliant on consultants for their professional advice in terms of building inspection, identifying suitable works options, tender analysis and subsequent supervision of works. As a result, consultants and contractors are rife with collusion, corruption and "silent agreements", commonly found among organised crime groups.

D4. Public submissions received by the Committee

1905. The findings and observations made by the Law Enforcement Agencies are also echoed in the public submissions received by the Committee. The submissions describe alleged patterns of organised bid-rigging, corruption, and conflicts of interest involving PMCs, consultants, and local syndicates. The Committee must emphasise that it has not heard direct evidence on many of these matters, and so the Committee does not treat the materials in the public submissions as definitive findings. Yet, these materials corroborate the observations made by the Law Enforcement Agencies in their reports to the Committee.

1906. The Committee highlights a few examples from the public submissions:

(i) Starting with WF Court itself, one submission alleged that a triad-linked individual, later prosecuted by the ICAC, sought to influence consultant and contractor selection through intimidation and proxy harvesting. It was said that he had brought armed associates to meetings, disrupted proceedings when his preferred consultant was not appointed, and later promoted a contractor whose bid was far above the URA benchmarks. The submission further alleged attempts to unseat members of the MC and demand kickbacks, and even speculated that the subsequent fire was linked to extortion.

(ii) Another submission suggested that consultant scoring and proxy voting manipulation was used to frustrate the appointment of Tai Fu (a contractor chosen by the homeowners) at Tak Bo Garden. It alleged conflicts of interest involving the consultant's directors, reliance on negative "peer reviews" from consultants themselves under

CC investigation, and a final vote driven by a surge of questionable proxy votes.

(iii) A further submission alleged that MC members delayed essential works at Ching Lai Court for years, withdrew a completed MBIS report without justification, and appointed a consultant, RS Surveyors [152], at significant cost. Contractor selection was said to have been influenced by promotional activity, followed by "add-on" works awarded in split packages to avoid homeowners' approval.

(iv) One submission raised concerns about irregularities in the appointment of the consultant at Kin Wong Mansion Phase I. Although the URA E-Platform identified six qualified firms and the MC shortlisted four for interview, the general meeting ultimately appointed Will Power after intervention of two homeowners with concentrated voting power. This was despite that Will Power was not a shortlisted bidder nor was it the cheapest. The submission claimed Will Power had not been reviewed or interviewed.

(v) More broadly, the public submissions pointed to core weaknesses that facilitate cartel capture. Under the statutory building management framework, voting sheets need not include an "object" option. If one person votes "yes" and ninety-nine abstain, the resolution passes 1-0. The law also fails to limit connected entities. One submission alleged that an owner registered five shell companies with the same director to run for the IO's MC; a

152 RS Surveyors also acted as the Independent Consultant for the Works at WF Court.

PMC likewise ran various subsidiaries to capture seats on the MC, acting as both player and referee.

D5. Findings made by the Committee relating to the TOR2 Inquiry

1907. Based on the aforesaid, the Committee agrees with the observations made by the Law Enforcement Agencies about the presence of various [redacted] dubious practices in the large-scale BMR sector as stated in their reports and witness statement, and these practices are indeed widespread, systemic and long-standing. These practices should no longer be tolerated by the community.

1908. The Committee also finds that such bid-rigging and associated misconduct may involve different parties spanning from building contractors, building consultants, PMCs, middlemen, members of building MCs, to even homeowners themselves. Some of them have triad affiliations. Such a corrupt eco-system can no longer be tolerated, and the Government and the public should make use of this opportunity to rebuild a healthy environment for the large-scale BMR industry in the future.

1909. The Committee fully appreciates that it is relying mainly on the observations made by the Law Enforcement Agencies in making these findings. However, one must bear in mind that bid-rigging and associated misconduct is always secretive in nature and difficult to prove in a court of law. The Law Enforcement Agencies have had considerable experience in investigating these forms of misconduct. Based on their experience and the information they have obtained during the course of their investigations, the Committee has ample reason to believe that the information they provided the Committee is truthful and accurate.

1910. The Committee wishes to restate the point made earlier in Chapter 2 of this Report. Even if, contrary to the Committee's findings under this more "broad brush" approach, there was indeed no widespread unlawful or improper practices relating to the tendering of large-scale BMR works in Hong Kong, it would not frustrate the objective of this Inquiry. Due to the extensive media coverage of this subject, the public in general has been left with the strong impression that bid-rigging, unlawful and improper activities have been present in the tendering of large-scale BMR works in Hong Kong. In other words, the general public has lost its confidence in the integrity and propriety of the tendering system itself and the large-scale BMR industry in general. In order to restore public confidence, the Government should introduce reforms on the basis that the practices and activities outlined in the reports and studies of the Law Enforcement Agencies are common in Hong Kong.

D6. Factors responsible for the growth and spread of various unlawful and improper practices

1911. As the Committee sees it, there are a number of factors responsible for the growth and spread of bid-rigging, unlawful and improper practices in the large-scale BMR industry in Hong Kong.

1912. First, the large-scale BMR sector in Hong Kong has become a huge and highly lucrative market, as a result of the confluence of legal and regulatory maintenance requirements and the continual funding sustained by homeowners' contributions and substantial Government subsidies under various rehabilitation schemes, including the OBB 2.0 Scheme operated by the URA. The highly lucrative market motivates unscrupulous operators and triad members to participate in the market.

1913. Second, the large-scale BMR industry operates largely within a framework that is built on an honour system, which relies on trust and integrity on the part of the consultants and contractors to function. It, however, contains inherent and apparent structural vulnerabilities which are open to manipulation by unscrupulous operators and triad members.

1914. This factor has been discussed at length in Chapter 10. One important example is the function of the RI, who is a qualified professional legally mandated by the Government to oversee a BMR project and ensure all safety and building standards are met. But, in these rigged projects, the corrupt consultants deliberately appointed "dummy" RIs. They are essentially fake inspectors who are hired simply to sign their names on Government paperwork to make the project look legitimate, while exercising no real supervision over the actual and physical construction work happening on the site. This explains exactly why dangerous construction practices may go entirely unchecked on the ground. That was precisely the role of Mr Wilson Ng in the WF Court case, as established by the evidence examined in Chapter 10.

1915. Third, homeowners, through no fault of their own, often lack the specialised technical expertise and experience required to plan and oversee complex large-scale BMR projects. As a loose entity with collective responsibility for building management, it is also challenging for homeowners to reach a consensus and hence disputes are not uncommon. Such environment provides structural gaps for easy exploitation by unscrupulous operators and triad members.

1916. Fourth, the Committee has noted that clean and reputable building professionals tend to stay away from the large-scale BMR industry. The reports submitted by the Law Enforcement Agencies disclose a persistent and troubling undercurrent: triad influence continues to shape the practice of bid-rigging in the construction and renovation sector.

1917. According to the Law Enforcement Agencies, triad members are deeply involved in the market, often acting as middlemen or even setting up their own consultancy and construction firms to bid for projects. Coercion, intimidation, and the implicit threat of violence are used to ensure that favoured bidders prevail. The result is therefore a self-reinforcing cycle: reputable consultancy and construction companies are dissuaded from entering the large-scale BMR market because they fear retaliation. The field is left carved up among criminal syndicates who face little meaningful competition. Even when homeowners or junior workers detect wrongdoing, many are too afraid to come forward to report it. Their reluctance makes prosecutions exceptionally difficult, and the underlying conduct remains concealed.

1918. The ICAC has also on different occasions learned from senior office bearers of the professional bodies representing surveyors, engineers and architects registered in Hong Kong that their members are generally reluctant to join the large-scale BMR industry for the reasons given above.

1919. Fifth, it is very difficult to investigate such wrongdoings or initiate enforcement proceedings or criminal prosecution against the relevant wrongdoers, at least under the existing regime. Bid-rigging, anti-competitive conduct and corruption in this sector are inherently secretive and syndicated in nature, making them uniquely resistant to detection. Corruption, undeclared conflicts of interest, fraud and bid-rigging are often hidden behind layers of intermediaries and shell companies. The illicit payments are customarily made in cash making it difficult to trace, let alone to prove their corrupt purpose. The paradigm case involves a contractor who secures a lucrative project and a consultant or property manager who receives an illicit reward for facilitating that outcome. Both parties profit from the secret deal, so neither has any incentive to report the crime to the authorities. The real victims are the homeowners who ultimately shoulder

the inflated costs. Yet, they are typically unaware that anything untoward has occurred. Direct evidence in the form of confessions is hard to come by, as suspects are entitled to exercise their legal right to remain silent. Potential witnesses, if any (including property owners or junior staff members of contractors, consultants and PMCs), may fear retaliation especially when triads are involved. They are therefore often reluctant to come forward to assist. When there is insufficient evidence to meet the high and demanding standard of proof required, criminal prosecution becomes difficult.

1920. Sixth, as pointed out by the CC, the existing regulatory framework and its attendant penalties may fall short of providing a real deterrent to those minded to engage in cartel conduct. The rewards are substantial, and the temptation is correspondingly high. Sanctions under the CO are also widely perceived as weak, being characterised as only civil in nature.

1921. In planning for the much-needed reforms to eliminate bid-rigging and other misconduct associated with the tendering of large-scale BMR works, it is necessary to remove the undesirable effects of these factors identified in this sub-section from the future tendering process.

CHAPTER 14
ISSUES RELATING TO ANTI-COMPETITIVE CONDUCT AND BUILDING MANAGEMENT RAISED IN THE CASE OF WF COURT

A. OVERVIEW

1922. The remit of the Committee is not to make findings on whether any particular instance of bid-rigging, collusion, or impropriety did in fact occur in the tendering process of the Works at WF Court. However, as rightly pointed out by Mr Dawes SC, reference needs to be made to the case of WF Court to illustrate the kind of systemic vulnerabilities that may exist across the large-scale BMR market. In fact, many features indicating the presence of bid-rigging and other associated misconduct also appeared in the case of WF Court.

1923. In this Chapter, the Committee will also examine issues relating to the use of proxy votes in owners' meetings and the role of the URA under the Smart Tender Scheme. These issues have become matters of serious concern after what happened at WF Court.

1924. The remaining part of this Chapter will be divided into the following sections:

(i) Section B: a review of the systemic vulnerabilities that existed in the tendering process of the Works and the management of building affairs in the case of WF Court;

(ii) Section C: a specific review of the use of proxy vote in the case of WF Court; and

(iii) Section D: a review of the role of the URA in the operation of Smart Tender Scheme with specific reference to the case of WF Court.

B. REVIEW OF THE SYSTEMIC VULNERABILITIES THAT EXISTED IN THE TENDERING PROCESS OF THE WORKS AND THE MANAGEMENT OF BUILDING AFFAIRS AT WF COURT

1925. Chapter 4 provides a full account of the tender process for the Works at WF Court prior to the fire. What follows is a summary of those facts and evidence, supplemented by evidence relevant to bid-rigging risks and the structural weaknesses that may enable them.

B1. Appointment of RS Surveyors as Independent Consultant

1926. On 10 June 2016, the ICU issued SNs to all eight buildings of WF Court under the MBIS.

1927. In response to those SNs, the IO of WF Court applied on 2 February 2018 to join the URA's Smart Tender Scheme.

1928. On 16 June 2018, the IO entered into a contract with the URA.

1929. By a tripartite agreement dated 16 June 2018, executed by the IO, RS Surveyors and the URA, RS Surveyors (as assigned by the URA under the Smart Tender Scheme) was engaged to act as the Independent Consultant for the WF Court project.

1930. On 9 August 2018, RS Surveyors produced its Initial Assessment Report of the MBIS repair works that were required. The basic repair costs were estimated at HK$102,077,704.[153]

1931. As will be seen below, the URA and RS Surveyors played only a limited part in the tendering exercises of WF Court for selecting the consultant and its RI. This is because at the material time, the Smart Tender Scheme applied solely to tendering exercises for the selection of contractors, but did not extend to the appointment of consultants and their RIs.

B2. Tender process to appoint Will Power as consultant for the MBIS inspection

1932. As required under the MBIS, the IO of WF Court was required to appoint an RI to carry out the MBIS inspection. An open tender was issued on 3 September 2018. The URA posted the tender notice on the URA's Building Rehabilitation Platform website. The tender period was from 3 to 26 September 2018.

1933. The tender attracted 24 bids. The URA's Tender Price Summary shows that Will Power submitted the sixth-lowest bid, at HK$222,000, for inspection of all eight buildings.

1934. The evidence also shows that the HK$222,000 figure was itself a reduction from an initial price of HK$240,000, notwithstanding that the IO had made no request for a discount. The discount was described as a measure implemented after taking into account Will Power's operational

153 Although the Initial Assessment Report was dated 9 August 2018, the URA's receipt stamp indicates the finalised report was not received by the URA until 18 January 2019.

situation and in discharge of its "social responsibility" to reduce the residents' expenditure.

1935. On 25 January 2019, the owners voted to appoint Will Power as the consultant which arranged an RI to conduct inspection under the MBIS. The minutes record a clear majority in favour: 2,999 undivided shares (67.5%) voted for Will Power, with the next highest bidder receiving only 342 undivided shares (7.7%). It is notable that Will Power's tender price was in fact higher than that of the second-placed firm, which had bid HK$188,000.

1936. The evidence suggests that Will Power's landslide victory was potentially the product of orchestrated proxy vote harvesting:

(i) Records of proxy votes show that the incumbent MC Chairman, Mr Tang Kwok Kuen, held 71 proxy votes for this meeting, the incumbent Vice-Chairman, Mr Chan Tak Shing, held 64 proxy votes, the incumbent Secretary, Mr Chan Man Cheung, held 51 proxy votes, and one of the members of the MC, Madam Sin Lai Mei, held 12 proxy votes. In total, their proxy votes accounted for 2,575 undivided shares[154] in WF Court. Their votes were plainly instrumental to the appointment of Will Power as the consultant.

(ii) In this regard, Madam Cheng Tsz Ying, the Property Officer from ISS, also testified that for the meeting at which the consultant was selected, over 100 proxy votes were collected. She confirmed that these proxy votes were highly

154 Each flat can give one proxy vote. Each proxy vote may represent different number of undivided shares which is the legal ownership interest in a property (such as a multi-storey building) that determines the weight of that voting right.

concentrated, held primarily by the Chairman, Vice-Chairman or Secretary of the MC.

(iii) Madam Cheng Tsz Ying accepted that the management office verified only the unit number and the printed name against the land register. No steps were taken to verify the authenticity of signatures or to contact owners to confirm that they had authorised the proxy. For a process determining the governance of a multi-million-dollar project, such limited verification is plainly inadequate.

(iv) Mr Fung Yiu Danny (witness no 44) ("Mr Danny Fung"), a resident and member of the MC in the past, testified that the wives of MC members and other operatives would gather at the Kwong Fuk Estate community hall to fill out proxy votes in bulk. He also identified that for an earlier election of the MC, a single proxy vote allowed the holder to appoint up to 18 committee members, enabling one proxy vote-holder to exert disproportionate influence over the composition of the MC.

1937. As pointed out by the Government's counsel, the URA "*provided only limited assistance for the RI engagement*", largely in line with the stance of the URA as mentioned in sub-section C5(III) of Chapter 13:

(i) Mr Matthew Chan, the URA Case Manager, testified that in 2018 the Smart Tender Scheme's E-Platform was not used for the engagement of an RI. Instead, the URA provided only a "DIY toolkit" and standard templates for the MC to adopt.

(ii) When the MC received 24 tender submissions for the RI's work in September 2018, the URA's involvement was limited to compiling a Tender Price Summary in the form of a numerical spreadsheet. Mr Matthew Chan accepted that the URA offered no advice on the reasonableness of the tender sums, leaving lay homeowners to exercise their own judgment in selecting a statutory professional.

(iii) Mr Brian Yam of the URA further testified that during the critical MC meetings at which those tenders were discussed, the URA representatives left the room. He explained that this was pursuant to the rules of the URA, intended to avoid any perception of intervention or provision of advice regarding the owners' selection.

1938. As rightly observed by Mr Dawes SC, the URA's complete lack of oversight over the appointment of the RI is a missed opportunity to reduce the risks of bid-rigging. The RI is the statutory watchdog, tasked with inspecting the building and determining what repairs are required. If a corrupt RI is installed, the syndicate effectively captures the referee of the entire project, enabling control over the far larger downstream construction contracts.

B3. Tender process to appoint Will Power as consultant

1939. By late 2019, Will Power had completed the physical inspection. Will Power duly issued the Inspection Reports. On 9 December 2019, Mr Shum Kui Chung (as the appointed RI) submitted the Inspection Reports and Forms MBI3 to the ICU, reporting that the buildings required repair.

1940. The next stage required the owners to appoint a consultant to design and supervise the repair project:

(i) On 2 January 2020, the IO of WF Court issued a tender for the consultancy role. The URA posted the tender notice on its website, but otherwise did not offer any substantive assistance.

(ii) 35 bids were received. According to the URA's Tender Price Summary for the prescribed repair stage, Will Power submitted the eleventh lowest bid out of the 35 tenderers. Its tender price was HK$308,000. It is of note that Will Power's bid was materially below the average tender price of approximately HK$550,000.

(iii) The breakdown of the HK$308,000 tender price shows that HK$248,000 was allocated to the MBIS-related repair consultancy work. The allocation was as follows:

(a) HK$28,000 for 15 days of initial planning;

(b) HK$40,000 for 23 days preparing tender documents;

(c) HK$32,000 for 19 days of tender analysis and advice;

(d) HK$20,000 for nine days drafting the repair works contract;

(e) HK$100,000 for 68 days of inspection and supervision; and

(f) HK$28,000 for 15 days of follow-up work.

(iv) In total, Will Power proposed HK$248,000 for 149 days of work under the MBIS repair stage, with an effective rate of HK$1,664 per day. Will Power stated in its tender that the RI would personally carry out a total of 46 days of work relating to the MBIS repairs.

(v) Will Power also sought to justify the low fee: in its letter of 28 February 2020 to the IO, it explained that, having participated in the prescribed inspection, it was already familiar with the WF Court site.

(vi) As part of the tender process for the consultancy appointment, on 15 January 2020, Will Power signed a further Declaration of Ethical Commitment Requirements and Anti-Collusive Tender Confirmation.[155]

(vii) On 11 December 2021, the owners held an EGM. They voted to appoint Will Power as the consultant, and the contract was executed on 22 December 2021. Will Power received 4,636 undivided shares (56.69%), with the runner-up receiving 2,851 (34.86%).

(viii) There was a significant delay between the tender initiated in January 2020 and the EGM appointing the consultant on 11 December 2021, which was a gap of nearly two years. According to Madam Cheng Tsz Ying of ISS, this delay was primarily due to COVID-19 pandemic restrictions prohibiting large gatherings for owners' meetings.

155 Neither document was signed by Mr Shum Kui Chung or any other RI.

1941. As pointed out by Mr Dawes SC, the evidence up to this stage raises two related concerns:

(i) Will Power secured appointment as the consultant which arranged an RI to conduct inspection by offering a price materially below the average; and

(ii) it then secured appointment as the repair stage consultant which arranged an RI to supervise the works by again tendering at a level materially below the average.

1942. These concerns are heightened by media reports [156] suggesting that Will Power was, in fact, connected with other consultancy bidders for WF Court, including Constructive International Consultancy Limited ("Constructive"), VIM Architects Limited ("VIM"), and Mega Consultant Limited ("Mega Consultant").

1943. Reports indicate (as corroborated by Companies Registry records) that:

(i) Mr Jason Wong, a director of Will Power, served as company secretary of Constructive from 2010 until his resignation in 2012, before joining Will Power's board in 2014.

(ii) Likewise, one of Will Power's founders is said to have founded Will Power in 2006, resigned the following year,

156 For example, as reported in 宏福苑調查 1｜查閱近 2000 文件 追蹤投標商影子關連 逾三成對手是前同事 ("WF Court Investigation 1｜Reviewing nearly 2000 documents, tracing bidders' "shadow connections": over 30% of competitors were former colleagues"), *The Collective*, 20 March 2026, available at https://thecollectivehk.com/宏福苑調查 1｜查閱近-2000-文件%E3%80%80 追蹤投標商影子關連/.

and then founded VIM, which later submitted a HK$45,000 consultancy bid for WF Court in 2020 (the lowest of that round).

(iii) Similarly, Mr Chan Siu Wah Hardy, a former director of Mega Consultant who resigned in 2017, was appointed a director of Will Power in February 2023, and resigned again in December 2023.

(iv) More troubling still are reports that Will Power bid unsuccessfully in eight other estates, and that five companies repeatedly appeared alongside Will Power in tenders for seven of those estates, which was a pattern suggesting that the issue is not confined to WF Court.

1944. Despite the indications of potential bid-rigging present in the evidence, the URA adopted a non-interference stance in line with the policy as mentioned in sub-section C5(IV) of Chapter 13. Further:

(i) Mr Matthew Chan testified that the URA's involvement was again limited to compiling the 35 bids into a Tender Price Summary. He accepted that the URA provided only a numerical comparison, and that they would stay silent even if the prices were completely unreasonable.

(ii) When asked why the URA did not alert owners that a HK$308,000 bid was suspiciously low for a project of this scale, Mr Matthew Chan explained that the URA deliberately refrains from assessing whether a consultant's fee is commercially reasonable. He explained that they "*will not obstruct the [OC] in selecting any consultant… That's their*

autonomy". He further accepted that he did not consider whether Will Power might be operating at a loss, noting that assessing bid-rigging risks from consultant pricing was not regarded as part of the URA's remit and that the URA "*would not consider*" any "*risks of malpractice or bid-rigging*" based on the figures.

(iii) Mr Peter Wong of the URA likewise acknowledged that while the URA provides independent cost estimate for contractor tenders, it provides no equivalent estimates for consultants. More significantly, he observed that Smart Tender Scheme has no mechanism to prevent collusion between a consultant and a contractor, stating the URA did not have the ability to address collusion at that point.

1945. Between 11 and 13 May 2020, representatives of the MC and the ISS interviewed 14 bidders including Will Power. The URA did not attend these interviews, was not invited to do so, and received no information regarding why these 14 were shortlisted or how the interviews were conducted.

1946. At an EGM held on 11 December 2021, the owners voted to appoint Will Power as the consultant to design and supervise the repair works by a majority of 56.69% of undivided shares. The consultancy contract was signed by Will Power and the IO of WF Court on 22 December 2021. Mr Brian Yam of the URA attended the meeting, but only to answer questions about government subsidies. He testified that the URA representatives had to leave the room before residents discussed and voted on the consultant. As a result, the URA played no role in assessing the integrity of the consultant selection process, leaving the decision almost entirely to the owners.

B4. Tender process to appoint PC&E as the main contractor

1947. The next stage in the process involved the appointment of the main contractor. In contrast to the process of selecting the consultant, the tendering process for the main contractor was conducted under the URA's Smart Tender Scheme.

1948. In this respect, Will Power as consultant assumed responsibility for drafting the tender rules, evaluating the competing construction companies, and later supervising the contractor's work. The residents were certainly entitled to rely on Will Power for independent and professionally grounded advice. Unfortunately, this was a premise which, as the evidence in sub-section B4 of Chapter 4 makes plain, did not withstand scrutiny.

1949. In short, there are a number of noteworthy points –

(i) Documents related to the tender that Will Power submitted to the URA and RS Surveyors in August 2022 were signed by the RI, Mr Shum Kui Chung, who was subsequently known to have deceased when the signatures were purportedly made;

(ii) RS Surveyors' assessment over Will Power's submission was based on visual inspection only. It did not assess whether Will Power's proposed scope of works was appropriate or contained any deliberate expansion for the purpose of inflating contract price;

(iii) Based on Will Power's proposed repair items, RS Surveyors had increased its own independent cost estimate for the

WF Court project to HK$224,916,383, from its earlier HK$102,077,704;

(iv) Upon receipt of Will Power's proposed tender scoring criteria, the URA provided its comments on the wording itself, but not on whether the criteria were effective, reasonable or consistent with the usual practice. This notwithstanding, meeting minutes showed that when Will Power's proposed tender scoring criteria was discussed and approved by the MC on 17 March 2023, it was said that the URA had been consulted and had no comments on the overall scoring framework;

(v) Based on the final tender document, RS Surveyors further updated its independent cost estimate having regard to the three options for external wall works. For the option that was subsequently chosen by the homeowners of WF Court, the total project cost submitted by RS Surveyors to the URA in April 2023 was estimated at approximately HK$360,000,000; and

(vi) Upon completion of the tender exercise with 57 bids received, Will Power submitted its first draft TAR to the URA and the IO of WF Court on 18 September 2023. This report was purportedly signed by another RI Mr Wilson Ng, who is only shown to have joined Will Power as a shareholder and director on 12 December 2023 [157] as per Companies Registry's record.

157 Mr Wilson Ng's WhatsApp message suggesting that he became a shareholder and director of Will Power since 9 March 2023. However, this was not corroborated with the official record of the Companies Registry.

1950. The last point is of real significance. As analysed in Chapter 10, the evidence suggests that Mr Wilson Ng, who had said to have become the RI for the WF Court project, carried out no substantive RI work on the WF Court project and merely signed documents placed before him. His involvement was nominal.

1951. A further issue is that the URA did not check whether the tenderers were inter-related, nor did it investigate whether the TAR contained misleading information, including in relation to litigation records. Instead, it relied on Will Power to address these matters. This led to a number of problems as outlined below.

B5. Misleading statement of litigation records in the TAR

1952. Applying the tender scoring criteria approved by the IO of WF Court on 17 March 2023, Will Power shortlisted 14 contractors for interview (which were conducted on 14 and 16 October 2023)[158] and presented the shortlist to the residents. [redacted]

1953. Under its revised TAR (submitted on 11 December 2023),[159] Will Power adopted a scoring system based on company background and price analysis.

1954. In the background analysis, PC&E was awarded a full "6" points for "*no litigation record*" and "*litigation record in the past eight*

158 The URA did not attend any of these interviews but accepted that the interviews were an important part of the tendering process.

159 The revised TAR took into account the observations in RS Surveyors' assessment report of 27 November 2023 in relation to Will Power's first draft TAR; RS Surveyors' report was then sent to the IO on 4 December 2023 for its reference.

years". Under the scoring criteria in the TAR, "3" points were available for having no litigation in the past eight years, and a further "3" points for producing a lawyer's certificate confirming no litigation in the past two years. Accordingly, PC&E received "20" points under the background analysis ("6" of which related to "*no litigation record*") making it the highest-scoring bidder and the only company placed in Grade B, with no company placed in Grade A.

1955. But, the reality was altogether different. PC&E did have litigation and conviction records within the relevant period:

(i) The LD publishes conviction records quarterly. Those records show that PC&E was convicted 24 times between 2017 and 2023 for OSH violations, including failures to prevent falls from height and failures to ensure the use of safety helmets.[160]

(ii) In August 2023, which was just one month before the TAR was submitted, the BD's Disciplinary Board found PC&E guilty of misconduct relating to illegal building works. PC&E was fined HK$50,000 and prohibited from undertaking minor works for four months. This order was published in the Government Gazette and on the BD's website.

1956. Had the TAR reflected PC&E's true litigation and conviction history, its background score would have been reduced by "6" points, to "14". Although PC&E was graded A on price, so were more than 20 other

160 PC&E had been prosecuted 114 times and convicted 99 times for offences under OSH legislation from 2001 to November 2025.

bidders. The inflated background score had a material, if not decisive, impact on Will Power's recommendation of PC&E as the "*first choice*".

1957. What is particularly troubling is the evidence that the account of PC&E's conviction records in the TAR was deliberately altered before the report was issued. According to the witness statement given to the Police by one Mr Hung Sai Kit, who was a project manager at Will Power who drafted the first version of the TAR, the version he later reviewed had been changed: references to PC&E's litigation and adverse press reports had been removed, and its litigation score had been altered from zero to full marks. If Mr Hung's account is true, it suggests that Mr Jason Wong of Will Power intentionally deleted references to PC&E's conviction history and amended its litigation score to ensure PC&E ranked first.

1958. [redacted] As rightly observed by Mr Dawes SC, if contractors and consultants cannot be trusted to be candid about basic facts, the Government must consider strengthening its oversight and enforcement mechanisms. Residents should never have been placed in a position where they could be misled on basic, publicly accessible information such as conviction records.

1959. The Committee finds it disturbing that all of this happened within the framework of the Smart Tender Scheme operated by the URA.

1960. The URA's evidence is that it undertook no independent verification of PC&E's conviction or disciplinary history. It did not check the BD's Gazette notices or the LD's publicly available conviction records. Instead, it accepted a letter from a firm of solicitors, Messrs Pansy Leung Tang & Chua, dated 7 March 2023, which stated that PC&E had "*no record of having been sued by owners' corporation and management company in the past seven years*."

1961. As rightly pointed out by Mr Dawes SC, the letter is striking for what it omits. Its drafting is narrowly framed to avoid mentioning PC&E's disciplinary findings and safety convictions during the same seven-year period, and any other proceedings that were not pursued by IOs or management companies. It is, in substance, a carefully worded statement that conceals more than it reveals.

1962. The URA's position is that it acted merely as an "*agent*" and bore no duty to verify the accuracy of information submitted by bidders:

(i) Mr Peter Wong's evidence was that the URA may not necessarily read all the documents submitted. The URA trusted the assessment conducted by the consultant. Mr Matthew Chan confirmed that verifying litigation records was beyond the URA's ability and that it relied entirely on the consultant.

(ii) The evidence also shows that days before the crucial vote, residents discovered PC&E's disciplinary records on the BD's website and raised concerns with the URA. Despite this, the URA still did not follow up on the conviction records, which will be further elaborated below.

(iii) Mr Peter Wong initially asserted that the URA was *"not aware of publicly available verified official records of conviction concerning [PC&E]"* and therefore *"was not aware that any other bidders involved in WF Court have provided false information on prosecution and conviction record"*. When it was put to him that the BD does publish conviction records, he ultimately accepted that, had the URA looked, it could have found them with ease.

1963. After the fire, the URA instructed another law firm to conduct a proper litigation search on PC&E. That search returned 108 results, consisting largely of verdicts and sentences for labour and safety offences. The fact that such information could be obtained readily after the incident underscores that it could have been obtained just as readily before it.

B6. Connections between tendering contractors at WF Court

1964. There are media reports suggesting that, among the 57 bidders, several appear to have affiliations with PC&E, the contractor ultimately selected.[161] By way of illustration:

(i) Mega Praise Construction & Engineering Ltd ("Mega Praise"): Formerly named "PC&E (International) Ltd", its previous name was identical to PC&E's name, save for the addition of "International". The company was renamed in 2015 when Mr Lam Cho Sun joined as an investor. Companies Registry filings show Mr Lam's registered address to be properties owned by Madam Cheung Yin Kam (the wife of PC&E's director and principal shareholder, Mr Hau Wa Kin) or by her corporate vehicle. Mega Praise's own registered office was likewise located at a property owned through Madam Cheung's corporate structure.

161 For example, as reported in 法團告業主丨富嘉大廈大維修 宏業侯華建同時代表中標及落選公司 (English translation: IO sues owners: Fu Ka Building major renovation; PC&E's Hau Wa Kin simultaneously represented the winning and losing tenderers), *HK01*, 23 Jan 2026, available at https://www.hk01.com/社會新聞/60314078/.

(ii) Man Sing General Contractors Ltd ("Man Sing"): Its majority shareholder, Mr Tam Chee Man Richie, jointly incorporated Rich Surplus Develop Ltd ("Rich Surplus") with Mr Hau Wa Kin in September 2018, each holding 50% of the shares. Rich Surplus shares the same registered office as Man Sing. As for Man Sing's minority shareholder (Mr Wong Siu Hung), it appears that he established another company in which Madam Cheung Yin Kam is a shareholder.

(iii) Widely Construction & Engineering Ltd ("Widely"): One of its directors, Mr Leung Ping Yiu, served as a director of PC&E for nine years from around 2005. For approximately four of those years, he held directorships in both PC&E and Widely simultaneously.

1965. In light of these concerns, the Committee sought an explanation from Mr Hau Wa Kin. He provided a witness statement dated 2 March 2026. His explanations may be summarised as follows:

(i) For Mega Praise, Mr Hau Wa Kin says the connection between himself and Mega Praise is confined to a landlord and tenant relationship. The explanation is notably sparse. He does not explain how Mega Praise came to rent premises from him, nor how that relationship arose. It is difficult to regard it as mere coincidence that a company renting property from Mr Hau also happened to be a bidder in the same WF Court tender.

(ii) For Man Sing, Mr Hau Wa Kin states that Man Sing's director, Mr Tam Chee Man Richie, was formerly his employer, and that Mr Hau later left to establish PC&E.

That does not explain why, years later, he jointly incorporated Rich Surplus with Mr Tam. He confirms the fact that his wife invested in a company linked to Man Sing's minority shareholder, but offers no further explanation.

(iii) For Widely, Mr Hau Wa Kin accepts that Mr Leung Ping Yiu served as a director of PC&E between 2005 and 2014, but says their relationship deteriorated and Mr Leung left to establish Widely, which he describes as a competitor. But, that is only a bare assertion. Notably, Widely undertook major renovation works at On Kay Court in Ngau Tau Kok, where Will Power was the appointed consultant.[162]

1966. Since writing to Mr Hau Wa Kin, further connections have emerged between him and two additional bidding companies:[163]

(i) San Hoi Ming Construction Engineering Co Ltd: One of its directors and shareholders, Mr Li Chik Hoi, was a co-director and shareholder with Mr Hau Wa Kin in Blazing Edge Ltd ("Blazing Edge").

(ii) Sunarts (Holdings) Engineering Ltd: One of its directors and shareholders, Mr Choi Man Ming, was likewise a co-director and shareholder with Mr Hau Wa Kin in Blazing Edge.

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162 As reported by the media: see e.g. 宏福苑大火丨「鴻毅」任顧問安基苑今早突拆棚網 昨示範燒網不熄 (English translation: WF Court fire: On Kay Court, where Will Power was consultant, abruptly removed its scaffolding nets this morning — a demonstration burn the day before failed to extinguish), *HK01*, 2 Dec 2025, available at https://www.hk01.com/社會新聞/60299623/.

163 As reported by the media: see e.g. 屋苑亂象丨宏福苑安基苑同一顧問評分迥異 入標公司稱無交過資料 (English translation: Estate irregularities: same consultant gave divergent scores for WF Court and On Kay Court; tendering companies say they never submitted the information), *HK01*, 14 Jan 2026, available at https://www.hk01.com/01偵查/60302812/.

1967. Taken together, the evidence suggests that Mr Hau Wa Kin of PC&E appears to have affiliations with at least five companies that also bid for the Works at WF Court. The relevant connections are summarised in the diagram below.

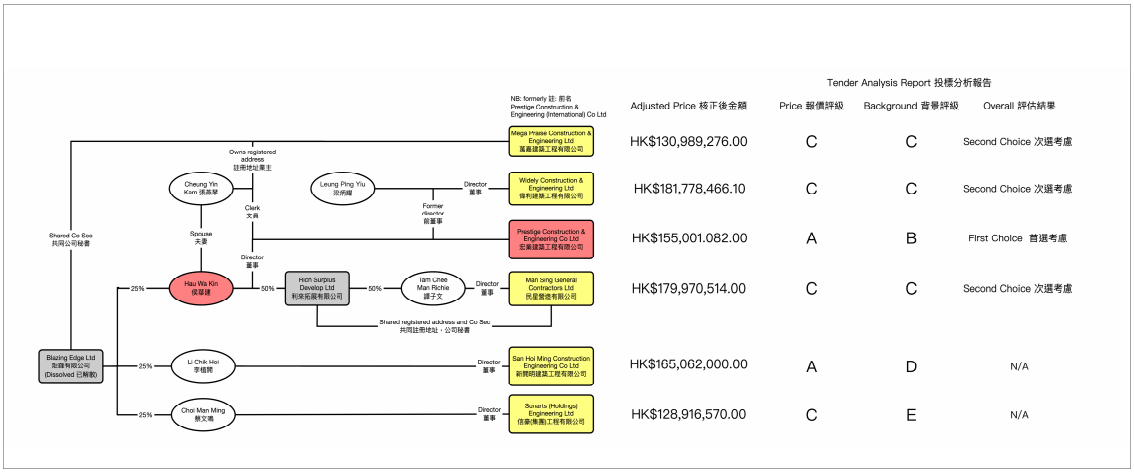


Figure 14-1: Chart demonstrating relationship of Mr Hau Wa Kin with other bidders for the Works at WF Court

1968. The Committee is not tasked with making findings of bid-rigging or anti-competitive conduct. Nevertheless, the connections between these bidders, viewed cumulatively, raise serious questions about the integrity of the tender environment and the adequacy of safeguards intended to prevent coordinated bidding:

(i) To rig a tender without attracting suspicion, a syndicate must create the appearance of fierce competition. The CC refers to this as "cover bidding", a practice in which a mastermind designates a "main character" to win, while several "helpers" submit artificially high or deliberately uncompetitive bids, often following precise pricing instructions which are described by bidding syndicates as "homework".

(ii) In the case of the Works at WF Court, the presence of 57 bids ostensibly suggested a healthy level of competition. In reality, the competition may have been illusory. The evidence raises suspicions of a syndicate having flooded the tender box with affiliated companies, enabling it to control the pricing spread and manipulate the outcome.

1969. In the revised TAR, Will Power did not disclose the connections between the various contractors. Nor is there evidence that the contractors themselves disclosed their related roles or interests.

1970. When Mr Matthew Chan was asked why the URA failed to detect these affiliations, he stated that it was not the URA's responsibility to check for associations among the companies, adding that they would not put the 57 tenders "*under a magnifying glass*" (the original Chinese text reads: 唔會用放大鏡…咁睇).

1971. In March 2026, the CC commenced proceedings under the CO concerning 11 tenders for the supply of construction services for BMR works.[164] The WF Court tender was one of them:

(i) In the Originating Notice of Application, the CC alleged that Mr Cheung Kwing Kuen orchestrated a bid-rigging arrangement intended to enable one of his companies, Smart Goal Construction Engineering Ltd ("Smart Goal"), to win the WF Court tender. The alleged scheme involved Mr Cheung's associates distributing pricing instructions (i.e. "homework") to competitors so that Smart Goal would end up with the lowest bid among these bidders.

164 CTEA 1/2026.

(ii) For example, the CC alleged that the bid submitted by Ngai Lam Building Construction Co. Ltd (also a bidder of the WF Court tender) matched the "homework" price that Mr Cheung Kwing Kuen's associates instructed it to submit. Individual price items in the bid submitted by Cheung Lee Construction Co (another bidder of the WF Court tender) also matched the "homework".

1972. Smart Goal lost the bid to PC&E. The CC's allegations are still the subject of ongoing legal proceedings and are yet to be proved. Nevertheless, the CC's allegations raise serious questions as to whether the WF Court tender was targeted by more than one group of colluding bidders. If established, these allegations would mean that the tender presented the owners with a false picture of competition: the appearance of a competitive field was itself the product of manipulation.

1973. Indeed, if one seeks to establish a healthy tendering system for the BMR works, such system must be able to avoid the concerns and problems as mentioned above, whether or not those problems or malpractices did exist in the case of WF Court.

B7. Controversies at the EGM on 28 January 2024

1974. According to a chronology of the tender process prepared by the Former MC of WF Court, the IO of WF Court undertook a series of steps to inform owners of the tenders:

(i) Will Power held consultation sessions on 2 and 6 October 2023, at which the TAR and the renovation works were explained. Madam Or Wai Yin of the HAD

confirmed her understanding from the HAD's records that consultation sessions had been held before the EGM.

(ii) On 19 December 2023, the Contractor Tender Pricing Summary was distributed to the mailbox of each household. It recorded that, according to Will Power's scoring, PC&E was the highest-ranking bidder for the criteria relating to company background.

(iii) A further owners' briefing was held on 6 January 2024. The tender information of all 57 contractors was displayed in the meeting room of the IO from 15 to 17 January 2024. On 18 January 2024, Will Power's representatives answered owners' queries.

1975. Despite these apparent measures, the evidence from residents suggests that homeowners were not fully aware of material tender information. Mr Sdanni Yip testified that, before the EGM, he did not know the tender prices and did not recall receiving the Contractor Tender Pricing Summary, though he accepted that the tender information for all 57 contractors might have been displayed in the IO's meeting room during 15 to 17 January 2024.

1976. On 28 January 2024, the MC held an EGM to vote on both the repair option and the choice of contractor.

1977. Complaints from residents as well as the HAD's report of the EGM indicate that the meeting proceeded under controversial circumstances:

(i) The EGM took place at the estate's basketball court. At 14:00 hours, the master of ceremonies announced the

commencement of the EGM, noting that 293 owners were in attendance and the quorum was met. He stated that due to tight time constraints, there would be no question-and-answer session, in respect of which some owners in attendance expressed their dissatisfaction.

(ii) On that day, the Police Community Relations Officer and Tai Po District Councillors Madam Wong Pik Kiu, Mr Mui Siu Fung, Mr Lo Hiu Fung and Mr Yu Chi Wing attended the EGM as observers upon the invitation of the MC. The District Councillors supervised the vote-counting process.

(iii) Will Power explained the Smart Tender Scheme process and the scoring mechanism to the owners, including the assessment of company background, tender pricing and interview scores. Notice boards inside the venue also displayed the Contractor Tender Pricing Summary.

(iv) Attendance at the outset, whether in person or by proxy, was approximately 293. Yet, when votes were counted, around 570 votes appeared. Some residents reported that they had not appointed any proxy, yet proxy votes existed purporting to bear their authorisation. Residents further reported that they were not permitted to ask questions at the EGM, as no question-and-answer session was allowed.[165]

(v) There were allegations that then District Councillor Madam Wong Pik Kiu and her team[166] canvassed residents under the pretext of assisting with subsidy applications,

165 Complaints sent to the HAD on 9 February and 5 April 2024 (Ref nos 1 and 8 in the HAD list at Annex 8).

166 Including Mr Mui Siu Fung, Mr Lo Hiu Fung and Mr Yu Chi Wing.

while in fact collecting proxy votes[167]. For instance, Mr Danny Fung testified that members of Madam Wong's team were seen queuing up at the venue to be issued ballot papers against the proxy votes they held, which in his view allowed a concentrated block to dominate the vote.

(vi) Residents also raised concerns about PC&E's disciplinary history. Two residents wrote to the BD on 21 February 2024 expressing alarm that PC&E's licence expiry and disciplinary status had been discovered by residents online, yet not disclosed by the IO or the consultant.[168]

(vii) Residents also observed that PC&E was involved in the bid-rigging case of Garden Vista in Shatin.

(viii) The minutes of the EGM recorded Will Power's explanation at the meeting. Will Power noted that the licence-expiry information for each tenderer had been set out in the TAR, the cut-off date of which was 4 July 2023. Upon a further review as at 23 January 2024, the licences of two bidders, Unitacs Engineering Company Ltd and Polyfair Construction & Engineering Ltd no longer subsisted, while nine had been renewed. Will Power advised that owners could freely vote for any company, except the two tenderers whose licences had lapsed.

(ix) According to the testimony of Mr Matthew Chan of the URA, during the EGM, Mr Jason Wong raised the matter of

167 There is no clear evidence shown to this Committee suggesting that Madam Wong Pik Kiu collected proxy votes for this EGM.

168 Ref nos 4 and 5 in the BD list at Annex 8.

PC&E's licence status and provided an explanation. Mr Chan did not, however, recall PC&E's litigation or disciplinary record being discussed. As the EGM permitted no questions, some dissatisfied residents were advised by security to leave. Similarly, Mr Kong Cheung Fat also had no impression of PC&E's adverse litigation or disciplinary record being discussed at the EGM.

1978. The EGM proceeded to a vote. By 5,971 undivided shares (80.5%) the owners approved Option 3 (complete re-rendering of plastering and re-tiling of mosaic tiles on the external walls). By 3,866 undivided shares (54.79%), they voted to appoint PC&E as the main contractor, with the runner-up receiving 2,044 undivided shares (28.97%). The contract sum was over HK$330 million.

1979. The voting results showed that the owners approved "Option 3", which was the most expensive and extensive renovation option, over cheaper options. Questions were raised as to why WF Court owners, who were vocal about the high costs of the renovation, had voted for the most expensive repair option. Mr Lee Kwok Hung voiced concerns as to whether this outcome was forced upon the owners through proxy votes.

1980. The voting records indicate that two persons holding proxy votes equivalent to 583 and 535 undivided shares respectively voted for PC&E. Since Mr Tang Kwok Kuen, the incumbent MC Chairman and Mr Chan Tak Shing, the incumbent Vice-Chairman were the only individuals who held such numbers of proxy votes,[169] it can be inferred that these votes were cast by them in favour of PC&E.

169 Mr Tang Kwok Kuen held 144 proxy votes, totalling 1,865 undivided shares; Mr Chan Tak Shing held 48 proxy votes, totalling 627 undivided shares; the next highest number of proxy votes was held by Madam Sin Lai Mei, 12 proxy votes totalling 151 undivided shares.

1981. After the EGM, Will Power drafted the final Works Contract. The Works Contract was executed on 16 April 2024 at a final contract sum of HK$336,616,277. The Works Contract was signed by Mr Tang Kwok Kuen on behalf of the IO, Mr Hau Wa Kin on behalf of PC&E, and Mr Jason Wong on behalf of Will Power.

B8. The Government's response to complaints

1982. Residents lodged complaints with various Government departments after the EGM.

1983. The BD's position was that WF Court, as a residential development of the HA under the HOS, fell within the ICU's jurisdiction. Anything arising from tendering under the URA's Smart Tender Scheme was outside its statutory remit.

1984. The HAD received complaints about fake proxy votes and bid-rigging, but conducted no investigation. Instead, it forwarded the complaints to the URA, the CC, and even back to the IO despite the IO themselves being the subject of complaint. Residents were advised to seek independent legal advice. An example is the HAD's email of 18 March 2024, forwarding a complaint to the BD and asking it to follow up. Similarly, on 16 February 2024, the HAD told another complainant that his concerns should be raised with the IO instead.

1985. The URA was expected by the residents to provide assistance when they raised such concerns about the propriety of the tendering process. Regrettably, the URA's responses left residents without the clarity or reassurance they were seeking:

(i) In the days leading up to the crucial vote at the EGM on 28 January 2024, residents discovered information about PC&E's disciplinary and prosecution history. They wrote to the URA, expressing concern that the consultant, Will Power, had assured them that PC&E had no litigation record.

(ii) When asked why the URA did not look into this, Case Manager Mr Matthew Chan explained that verifying whether a consultant's analysis contained misleading or inaccurate information "*was not within the scope of investigation of URA*". The URA replied to residents stating that, in relation to past prosecutions of the contractor, "*the URA does not take up the responsibilities of the consultant of your estate*".

(iii) URA Director Mr Peter Wong similarly claimed that there were no reliable market information sources for checking criminal records, and that such verification did not fall within the URA's remit. He stated that the URA relied entirely on the consultant's assessment.

(iv) Another example concerns a detailed complaint by a resident, Mr Lee, who wrote to URA officer Mr Brian Yam on 16 August 2024 about the scoring criteria adopted by Will Power in the TAR. Mr Lee argued that the criteria lacked credibility, were "*heavily twisted*" (嚴重扭曲), and appeared engineered to favour certain bidders. Mr Yam's response was to advise that any questions about the criteria should be directed to the consultant.

(v) This was no answer at all for residents whose very concern was the consultant's neutrality. When asked whether he considered this problematic, Mr Brian Yam replied that the URA was limited by its terms of reference.

1986. With no satisfactory resolution from any department, owners invoked their rights between February and May 2024 and gathered the required 5% shareholding to demand an emergency meeting to re-elect the MC, dismiss the PMC, and overturn the Works Contract. The then MC's Chairman, Mr Tang Kwok Kuen, refused to convene the meeting within the statutory 14-day period.

1987. Owners wrote to the HAD seeking intervention.[170] The Tai Po District Office (under the HAD) issued four advisory letters to Mr Tang Kwok Kuen, reminding him of his duties. According to Mr Te Chi Wang from the HAD, the law dictates that the MC's Chairman was responsible for convening the meeting. Mr Te added that under existing legislation, if the Chairman refuses to convene a meeting, the owners should commence proceedings under the BMO and "*apply to the Lands Tribunal"* for a court order.

1988. But, as Mr Dawes SC rightly observed, the effect of this is structural in nature. The regulatory framework places the onus on individual homeowners, often laypersons, to undertake litigation to exercise their basic rights as owners. In circumstances where organised resistance is present, this framework can operate in a way that disadvantages those seeking compliance and leaves them without a practical remedy. As to the HAD's statutory powers to intervene in the circumstances, Mr Te Chi Wang noted that the HAD treats this power strictly as a "*last resort*". His evidence was that the HAD must "*strike a balance*" between public interest

170 The Tai Po District Office received nine complaints from February to May 2024.

and respecting "*private property rights*". The stance of the HAD and the policy of the Government on these relevant issues have been set out in Chapter 13.

1989. Madam Or Wai Yin, the HAD Liaison Officer who handled the complaints from WF Court residents, confirmed that she wrote to the Chairman four times and contacted him verbally. She noted that the Chairman cited finding a venue as a difficulty preventing him from holding the meeting. When asked "*if the chairman refused to hold a meeting, there was nothing you could do?*", Madam Or answered, "*Yes, you could put it like that*".

1990. The convenor of the group of owners eventually withdrew the request for the meeting.

B9. Replacement of the MC on 6 September 2024

1991. In June 2024, solicitors acting for the IO of WF Court issued a letter to the owners, demanding payment for the Works in the sums of HK$156,602 (Flats 3 and 7), HK$169,654 (Flats 2, 4, 6 and 8) and HK$182,702 (Flats 1 and 5) in six instalments due within a period of seven months.

1992. Residents were understandably dissatisfied. As Mr Tony Tsui (who later became the Chairman of New MC) testified, in early July 2024, following coverage by the TVB "Scoop" programme, residents set up booths at a nearby playground to collect signatures of 5% shareholding of the owners required to force the holding of a meeting. On 5 July 2024, residents organised a further petition demanding a meeting to re-elect the MC and extend the payment timetable. Once again, Mr Tang Kwok Kuen failed to convene the meeting within the statutory 14-day period.

1993. The residents again turned to the HAD for assistance. Between June and September 2024, the Tai Po District Office received 19 additional written complaints concerning meeting procedures, the scope of works, and proxy vote irregularities. Seven of these complaints were specifically about the 5% petition being ignored.

1994. Madam Or Wai Yin, the HAD Liaison Officer, testified that in response to these complaints, the HAD "*took the same approach*" as they did in February. They issued another four advisory letters to Mr Tang Kwok Kuen and verbally urged him to follow the law. According to Madam Or, when pressed by the HAD, Mr Tang claimed he could not find a venue large enough to accommodate the massive number of owners expected to attend. To address this, the HAD coordinated with a nearby school to rent the hall of the CCC Fung Leung Kit Memorial Secondary School for the owners' meeting, successfully scheduling it for 6 September 2024.

1995. The 6 September 2024 meeting saw an unprecedented turnout, with 1,243 owners attending either in person or via proxy. Because the school hall was too small, the HAD had to suggest setting up a live outdoor broadcast at the school covered playground to accommodate the overflow. A number of then District Councillors also attended, including Madam Wong Pik Kiu and Mr Mui Siu Fung.

1996. The incumbent MC Chairman, Mr Tang Kwok Kuen, obtained 187 proxy votes totalling 2,414 undivided shares. The incumbent Vice-Chairman, Mr Chan Tak Shing, obtained 91 proxy votes totalling 1,185 undivided shares. Mr Tony Tsui held 26 proxy votes totalling 342 undivided shares, and Madam Wong Pik Kiu held 24 proxy votes totalling 318 undivided shares.

1997. Ultimately, the owners voted to replace the MC with 8,717 undivided shares (56.54%) in favour and 6,701 (43.46%) against. The incumbent Chairman, the Vice-Chairman and their proxy votes themselves accounted for over half of the votes against removal.

1998. As the meeting progressed, Mr Tang Kwok Kuen attempted to bring the proceedings to a halt. Madam Or Wai Yin testified that at 21:35 hours, after only two agenda items had been completed, the MC announced that the school venue rental would expire at 22:00 hours, and that the remainder of the meeting would therefore need to be postponed. The residents objected and demanded the continuance of the meeting. The HAD staff then intervened and negotiated with the school to extend the venue rental to 23:00 hours. Despite the extension, Mr Tang and several then District Councillors walked out, abandoning the meeting. Madam Or testified that the HAD staff then advised the remaining owners to invoke the statutory fail-safe in Schedule 3(1)(c) of the BMO, which permits owners to elect another person to preside if the Chairman is absent. By directing residents to this provision, the HAD enabled the meeting to lawfully continue without Mr Tang present.

1999. As noted above, the owners voted to dissolve the Former MC and elected a new 14-member committee led by Mr Tony Tsui. Mr Kong Cheung Fat was the only member of the Former MC who remained on the new one.

2000. Mr Tony Tsui's evidence was that there was no handover of any kind from the Former MC. Documents were not passed across, and relations between the two committees remained poor.

2001. The New MC inherited the Works Contract, which had already been executed. For this reason, Mr Tony Tsui considered it impossible to remove PC&E or Will Power. Although the New MC was

dissatisfied with PC&E and Will Power, they had little choice but to rely on them to complete the Works.

2002. Within those constraints, the New MC managed to negotiate the reduction of certain works items. On 13 November 2024, they discussed with PC&E and Will Power the reduction of individual items from the scope of the Works. The reduction of works items was ultimately put to the owners at an EGM on 21 March 2025.

2003. As the renovation works formally commenced on 16 July 2024, complaints continued to surface, reflecting growing unease among residents. Apart from the complaints concerning fire safety, which are addressed in other Chapters, the complaints about the works included:

(i) objections to the onerous payment schedule;

(ii) concerns that PC&E had changed the external tile specification from mosaic tiles to a different type of tiles; and

(iii) objections to Will Power's attempt to charge additional fees for work that the residents argued fell squarely within the original contract.

2004. These complaints reflect a broader perception that Will Power appeared to align itself with PC&E, rather than safeguarding the interests of the owners whom it was appointed to advise. [redacted] Whether viewed from the perspective of contract compliance, safety, pricing or resident complaints, the pattern described above reveals a supervisory relationship

that favoured the contractor's interests over the homeowners' interests, the latter of which Will Power was meant to protect.

2005. An additional point concerning the Former MC relates to the role of Mr Chan Kau Keung, a long-standing figure in WF Court's governance described by some residents as a "shadow Chairman":

(i) Mr Chan Kau Keung served variously as Chairman, Vice-Chairman, and committee member over multiple terms. According to Mr Kong Cheung Fat, although Mr Tang Kwok Kuen was the Chairman of the Former MC, Mr Chan frequently sat beside him and effectively directed discussions, guided decisions, and steered meetings.

(ii) Mr Kong Cheung Fat testified that Mr Chan Kau Keung created the WhatsApp group "Wang Fuk Renovation Four-Party Talks". Internal ISS correspondence shows Mr Lai Wing Lee of the ISS routinely copying Mr Chan as consultant on administrative drafts, agendas and budgets, with Mr Tang Kwok Kuen often responding to the ISS queries with "*Approved, had discussed with KK*" ("KK" being apparently the initials of Mr Chan).

(iii) Although not an elected member, Mr Chan Kau Keung presided over the election of the 12th MC on 25 May 2024. In subsequent meetings, Mr Kong Cheung Fat noted that Mr Chan attended as an "adviser", frequently mediating disputes and, in practice, acting as a *de facto* chair while Mr Tang Kwok Kuen spoke little.

(iv) In August 2024, when residents protested after receiving letters from solicitors demanding their share of the renovation fees in the range of about HK$157,000 to about HK$183,000 over a tight timeframe, Mr Chan Kau Keung circulated a document titled "第 2 期 2024.08 V4.pdf", which was later issued as the official WF Court Newsletter (Issue 2). Mr Kong Cheung Fat noted that it presented a skewed "opinion survey" that appeared designed to calm dissent and delay calls for an EGM.

2006. On 15 June 2026, Mr Chan Kau Keung provided a written response to the Committee, rejecting Mr Kong Cheung Fat's account:

(i) Mr Chan Kau Keung claimed that from 2014 onwards, individuals with ulterior motives began spreading anonymous accusations, distributing misleading leaflets, and attempting to overturn the MC. He explained that he was invited to serve as an unpaid adviser because of his past experience and his reputation for safeguarding owners' interests.

(ii) He rejected criticisms made by Mr Kong Cheung Fat, asserting that the HAD had already confirmed no procedural impropriety. He also recounted disagreements with Mr Kong and others, and defended his own conduct as consistent with the provisions in the DMC.

(iii) Notably, although he denied wrongdoing, he acknowledged that aspects of the tender outcome gave him a "feeling" of bid-rigging.

2007. The Committee only raises this episode for the sake of completeness. The available evidence, which focuses on Mr Chan Kau Keung's alleged shadow role or influence over the Former MC, does not prove collusion between Mr Chan and PC&E, Will Power or other bidders during the tenders. Nevertheless, the allegations of shadow influence may expose vulnerabilities in the governance of the Former MC, though it is not within the Committee's remit to make findings in this regard.

B10. Lessons from the case of WF Court

2008. Though the TOR do not require the Committee to determine whether there was in fact any bid-rigging or improprieties in the tendering process of the Works at WF Court specifically, there were numerous features of that project which bore the hallmarks of bid-rigging and anti-competitive conduct.

2009. First, Will Power was appointed as the consultant to supervise Works at WF Court for a fee of HK$308,000. On Will Power's own estimate of 184 days of work, this equated to HK$1,674 per day. Will Power's fee may well have fallen below the minimum cost of providing even basic consultancy services for a project of this scale. By securing the watchdog role with this aggressively low bid, Will Power placed itself in the pivotal position of defining the scope of works and scoring the bids for what became a HK$336 million contract.

2010. The uncommercially low fee bought control over the size of the project itself. The contract sum grew from RS Surveyors' initial estimate of HK$102 million (for the essential repair works required for MBIS compliance) to a final price of HK$336 million. RS Surveyors attributed the increase in its own estimates to the different and additional repair items proposed in Will Power's tender documents. No one ever assessed whether those additional items were necessary. A reasonable

inference is that Will Power expanded the scope of works to inflate the value of the very contract it would then supervise.

2011. The upshot is that Will Power's loss-leader could be recouped downstream. The Committee has not received direct evidence of any payment or benefit passing from PC&E to Will Power. But, as the CC has observed, it makes no commercial sense to operate at a loss unless the consultant expects to be "*remunerated through other (possibly nefarious) means*".

2012. The problem of collusion between consultants and contractors was known to be widespread even before the WF Court tender. In May 2016, the CC published the CC 2016 Study:

(i) The CC described a type of bid-manipulation practice where a consultant and a contractor conspire with each other so that the consultant wins the bid to oversee the tender for the works, sometimes by putting in an extremely low bid for the consultancy services, and then organises the allied contractor to win the bid for the renovation works at an inflated price.

(ii) Statistics revealed that more than 65% of the bids submitted by consultants in the review period fell below the estimated minimum costs associated with providing even the most basic consultancy services. This suggests that consultants may have bid aggressively low to win a project and subsequently benefit from awarding work to particular contractors.

(iii) Mr Peter Wong of the URA also accepted that the existing system had, for many years, no effective means of addressing

the known problem of RIs securing appointments by submitting unreasonably low bids and subsequently helping contractors to inflate project prices. He acknowledged that the Smart Tender Scheme provided no effective solution in this regard.

2013. It is not for the Committee to find that this was what occurred at WF Court. But, the sequence of events set out above corresponds with the manipulation practice the CC identified: an aggressively low consultancy bid, an expanded scope of works, and a contractor winning the inflated downstream contract.

2014. Second, the evidence indicates that the role of the RI at WF Court was a mere "dummy" role.

2015. The first RI, Mr Shum Kui Chung, died in July 2022. The works accordingly commenced in mid-2024 with the only RI on record deceased. Will Power failed to report Mr Shum's death to the ICU, which discovered the fact through a complaint more than two years later. The fact that the works could proceed under the nominal supervision of a deceased RI demonstrates that the role involved no actual supervision.

2016. Mr Wilson Ng admitted in an email, apparently addressing to his full-time employer at the time, that he became a director of Will Power for a mere HK$15,000 a month plus bonuses on completion of individual projects. On his own description, he acted as a mere rubber stamp, and was simultaneously acting as the RI for over 50 different projects. He expressed doubts as to the authenticity of signatures appearing to be his on statutory forms, suggesting that others might have signed on his behalf.

2017. The use of a "dummy" RI is a known feature of rigged projects. The ICAC observed that the corrupt consultants deliberately appoint "dummy" RIs, essentially fake inspectors hired simply to sign their names on Government paperwork to give the project the appearance of legality, while exercising no supervision over the works on the site.

2018. Third, Will Power was responsible for assessing the bidders and preparing the TAR so that the homeowners could vote on an informed basis. Homeowners relied on Will Power's scoring and ranking of tenderers, the results of which were reproduced in the Contractor Tender Pricing Summary distributed to each household and displayed on notice boards inside the venue of the EGM on 28 January 2024. Will Power also explained the scoring mechanism and assessment of company background to the owners at that EGM. Therefore, the integrity of the tender analysis and scoring was critical to the homeowners' voting decision.

2019. Nevertheless, the TAR was grossly misleading in several important respects:

(i) The first draft of the TAR, submitted on 18 September 2023, was purportedly signed by Mr Wilson Ng. As stated above, Company Registry records show that Mr Ng only became a shareholder and director of Will Power on 12 December 2023, nearly three months later. More importantly, consistent with his role as a "dummy" RI, there is no evidence that he carried out any substantive analysis of the bids. His signature lent the TAR an appearance of professional scrutiny that it never in fact received.

(ii) The TAR prepared by Will Power failed to disclose PC&E's affiliations with at least five other bidders, as identified in sub-section B6 above based on publicly available records.

What was presented to owners as 57 independent competitors in fact included at least five companies connected to Mr Hau Wa Kin and, on the CC's case mentioned in the same sub-section above, a second coordinated ring.

(iii) [redacted]

2020. Fourth, every critical appointment (Will Power as consultant to arrange an RI to carry out inspection, Will Power as consultant to design and supervise the works, and PC&E as contractor) was delivered by the same concentrated proxy votes held by the incumbent MC Chairman Mr Tang Kwok Kuen and Vice-Chairman Mr Chan Tak Shing. Concentrated proxy vote-holding is not irregular *per se*, but when it ends up in the appointment of problematic consultant and contractor as it was in the case of WF Court (both in how they obtained the consultancy and BMR contracts and how they performed their works under the respective contracts), that deserves serious consideration by the Government and the public, in particular, as to whether there should be more regulatory control over the proxy system. This is the issue that the Committee will address in the next Section.

C. SPECIFIC REVIEW OF THE USE OF PROXY VOTES IN THE CASE OF WF COURT

C1. Absence of safeguards in the voting process

2021. There were many allegations made in the Evidential Hearing as to whether the proxy votes had been properly obtained. There is also a serious concern whether there are adequate safeguards against any possible abuses of the proxy system.

2022. In this regard, the position of the HAD is as follows:

(i) Madam Chan Hau Man (witness no 66), the then District Officer (Tai Po), testified that because the current statutory framework places no limit on the number of proxy votes a single individual may hold, the HAD did not regard the aggressive collection of proxy votes as an illegal act and therefore did not investigate it.

(ii) When asked whether random checks on proxy votes might be conducted, Mr Te Chi Wang of the HAD suggested that such steps should perhaps be undertaken by the PMCs.

(iii) Madam Or Wai Yin, a Liaison Officer, received a complaint email from Mr Tony Tsui containing audio recordings said to capture individuals improperly securing proxy votes. She testified that she was unable to open the audio files and therefore did not listen to them. When asked if she followed up with the complainant to obtain accessible files, she said that she did not.

(iv) Madam Or Wai Yin further testified that she attended the owners' meetings only to observe and record attendance. Although she noted significant disputes over the monitoring of votes, she acknowledged that the HAD did not extend any assistance to address them.

2023. ISS, for its part, maintained that its role was limited to providing administrative support for the meetings. However, in the tender worth over HK$330 million, the PMC was the only professional party with day-to-day contact with owners and custody of the proxy votes and voting machinery. If the PMC bears no responsibility for the integrity of that process, then no other professional party does:

(i) Even on its own characterisation, ISS was the gatekeeper responsible for processing all proxy votes. The evidence shows that this gatekeeping function was minimal. As mentioned above, Madam Cheng Tsz Ying accepted that the management office checked only the unit number and printed name against the land register. No verification of signatures was undertaken.

(ii) At WF Court, proxy votes were deposited by owners into a collection box on an anonymous basis around 14 days before a meeting. Proxy votes were not signed in the presence of the MC or ISS, and no one verified the authenticity of the proxy votes or the signatures on them. Simple safeguards were nonetheless available. Proxy votes could be required to be submitted in person by the owner to the management office. Where a proxy vote was submitted by someone other than the owner, the management office could require production of an identity document and keep a record of the

same – a step that would deter the fraudulent submission of proxy votes.

(iii) If the collection box method is to be retained, verification calls to a random sample of owners whose proxy votes have been submitted would impose only a modest administrative burden, while increasing the likelihood of detection of unauthorised proxy votes. Yet, Madam Cheng Tsz Ying's evidence was that ISS made no verification calls to owners unless a form was visibly incomplete.

(iv) The evidence further suggests that after ISS received a proxy vote, it placed a reply slip in the mailbox of the unit said to have submitted a proxy vote. This method offers little protection where residents are elderly, unaware, or do not regularly check their mail, leaving unauthorised proxy votes effectively undetected.

2024. Despite numerous resident complaints about improper proxy vote collection, ISS did not follow up on the issue. Madam Cheng Tsz Ying acknowledged that she had "*heard so from residents*", but because ISS had not received any complaint letters, the complaints were not entered into the official logbook and no review of the proxy vote handling process was undertaken. When asked whether ISS adopted heightened safeguards given the scale and controversy of the project worth over HK$330 million, Madam Cheng answered that the same approach was taken.

2025. ISS's record-keeping also contributed to the lack of transparency. After the 28 January 2024 EGM at which the contractor was selected, the official voting results prepared by ISS did not distinguish between votes cast in person and votes cast by proxy. By combining the figures, ISS made it impossible for residents (or any subsequent reviewer,

including this Committee) to determine the extent to which the meeting was dominated by proxy vote holders. While it is true that ISS was under no legal duty to separate the figures at the time, doing so would plainly have been good practice, given the risks inherent in proxy voting and the importance of transparency in protecting homeowners.

2026. It is also notable that WF Court was Madam Cheng Tsz Ying's first posting involving a BMR project of this scale. ISS provided her with no training or guidelines on the administration of a tendering exercise in large-scale BMR project. As pointed out by Mr Dawes SC, it may be inappropriate for the ISS to have assigned a relatively inexperienced officer to administer a large, complex and controversial tendering process, without any formal preparation or support.

2027. Even leaving aside instances of irregular proxy votes, the regulatory regime then in place enabled proxy votes to be concentrated in the hands of a small number of individuals, giving them substantial sway over the outcome of the meetings. This is a feature of the system that warrants scrutiny and reform.

2028. The incumbent Chairman, Mr Tang Kwok Kuen, was the largest single holder of proxy votes. Yet, when his own position came under challenge, he did not allow the owners' vote to take its course. As described above, he resisted convening for nearly six months the EGM ultimately held on 6 September 2024.

2029. Even assuming that the incumbent MC's motives were unconnected to the Works, the evidence illustrates the ease by which the existing building management processes can be exploited by incumbents to entrench their control.

C2. Involvement of District Councillors

2030. There has been sustained public discussion since the fire about the involvement of Madam Wong Pik Kiu, a long-serving District Councillor in Tai Po until 26 September 2026 when she resigned, in the affairs of WF Court. Much of the commentary has centred on her presence at owners' meetings and her perceived influence over the Former MC.

2031. The controversy has not been confined to Madam Wong Pik Kiu. It has extended to political figures associated with her, including Mr Mui Siu Fung, a District Councillor for Tai Po, who also attended a number of owners' meetings alongside Madam Wong.

2032. Given the public concern, the Committee invited Madam Wong Pik Kiu to provide an account of her involvement as well as any other information she considered relevant to the Committee's work.

2033. Madam Wong Pik Kiu provided a written statement to the Committee on 8 April 2026, stating, among other matters, the following:

(i) She stated that she was invited to be a consultant to the MC of WF Court on 17 November 2021. She accepted that this was not the result of a formal process; she was invited by telephone by the former Chairman, Mr Tang Kwok Kuen. She characterised her role as unpaid, voluntary, and advisory – typical, she said, of district level community work – and stated that she held no decision-making authority and was not required to sign conflict of interest declarations.

(ii) She denied any involvement in the selection of contractors, the evaluation of tenders, or the preparation of the budgets of

the Works at WF Court. She also denied knowing PC&E or its director, Mr Hau Wa Kin, prior to the fire, stating that she learned of him only from news reports afterwards.

(iii) She denied exchanging gifts for votes, stating that her community gift distribution in 2022 was unrelated to renovation matters.

(iv) She did, however, expressly admit to being given proxy votes on two occasions: around 20 proxy votes for the meeting on 11 December 2021, and another 20 or so for the meeting on 6 September 2024. She stated that she received these proxy votes because some residents were opposed to the resolutions to replace the Former MC at those meetings and wished for her to vote against the resolutions in their place. She therefore attended the two meetings and voted accordingly. She, however, denied having cast any votes on behalf of residents in respect of the other resolutions passed at those meetings (including the resolution to appoint Will Power as consultant at the 11 December 2021 meeting).

2034. Subsequent to Madam Wong Pik Kiu's response, the Committee received records from Hop On[171] regarding the proxy votes which were submitted at the meetings on 25 January 2019 (where Will Power was appointed as consultant to arrange an RI to carry out inspection), 11 December 2021 (where Will Power was appointed as consultant to design and supervise the Works), 28 January 2024 (where PC&E was appointed as contractor) and 6 September 2024 (where the Former MC was unseated). Those records showed that, in line with

171 Hop On was appointed to manage the building affairs of WF Court with effect from 6 January 2026 pursuant to an order made by the Lands Tribunal as stated in sub-section C4 of Chapter 13.

Madam Wong's representations to the Committee, she indeed held 29 proxy votes (373 undivided shares) for the 11 December 2021 meeting and 24 proxy votes (318 undivided shares) at the 6 September 2024 meeting. But, Hop On's records also contained an Excel file named "*Flats whose proxy votes were given to Wong Pik Kiu*" which contained a list of 131 proxy votes for the 11 December 2021 meeting, most of which did not name Madam Wong as their proxy.

2035. There were also various allegations made in respect of Madam Wong Pik Kiu's involvement in WF Court matters during the Evidential Hearing:

(i) When Madam Sin Sin Hing, a former Treasurer of the MC, gave evidence, she mentioned an incident back in the 2010s involving litigation costs. In brief, she said a group of residents had pursued several unsuccessful legal actions against the then MC Chairman, Mr Sin Shing Cheuk, resulting in a court order requiring each litigant to pay HK$30,000 to the MC. One resident allegedly refused to pay. According to her account, Madam Wong Pik Kiu then intervened to settle the debt.

(ii) Mr Danny Fung, a former member of the MC, stated that Madam Wong Pik Kiu would attend important meetings accompanied by a group of outside individuals. He recalled attempts to intimidate residents who tried to speak and noted that some individuals used plastic bottles to make noises at the venue. Mr Fung further testified that Madam Wong had extensive connections including in the construction sector.

(iii) Mr Kong Cheung Fat alleged that Madam Wong Pik Kiu brought a team of volunteers to knock on residents' doors to solicit proxy votes. He also testified that Madam Wong sought proxy votes from residents whilst simultaneously helping them complete forms for Government subsidies.

(iv) Madam Wong Suk Lan (witness no 12), a resident who worked at the Tai Po market, testified that neighbours would gather at her stall to complain about the proxy vote-gathering campaigns conducted by Madam Wong Pik Kiu and her volunteers. She said that some elderly residents handed their proxy votes simply to avoid trouble. Madam Wong Suk Lan also described conflicts between Madam Wong Pik Kiu's team and other residents over renovation matters.

(v) Mr Tony Tsui provided an audio recording of Madam Wong Pik Kiu speaking with residents shortly before the 6 September 2024 meeting. In that recording, Madam Wong urged residents to vote against the replacement of the Former MC, explaining that the replacement would lead to delays in the project works and potential forfeiture of 20% of their subsidies under the OBB 2.0 Scheme administered by the URA. The URA's position, however, was clarified by Mr Peter Wong. He explained that the URA had no such policy. As long as the works were completed, subsidies would be distributed pursuant to the terms of the OBB 2.0 Scheme and delays would not result in a reduction of the amount of subsidies. Yet, if the delay was really serious, the URA might revoke the eligibility for the subsidies entirely.

2036. The Committee invited Madam Wong Pik Kiu to provide a further statement to address these allegations. She did so by a letter dated 8 May 2026:

(i) Madam Wong Pik Kiu confirmed that she had assisted in collecting 131 proxy votes for the 11 December 2021 meeting and 148 proxy votes for the 6 September 2024 meeting (although she had only been named as proxy on 29 and 24 proxy votes respectively). She explained that she collected these forms through members of the MC, volunteers, and other acquaintances within the community simply for purpose of passing them over to the management office. She denied having solicited proxy votes from any strangers or unfamiliar persons.

(ii) Madam Wong Pik Kiu denied having misled residents to vote against replacing the Former MC. She stated that she did not intend to mischaracterise the OBB 2.0 Scheme, and her warnings to residents were made out of genuine concern for their welfare. She explained the banking and Government procedures for updating MC signatories, which typically took one to two months, could potentially freeze accounts and delay contractor payments.

(iii) As to Madam Sin Sin Hing's evidence, Madam Wong Pik Kiu denied ever paying legal fees for any litigant. She recounted two cases in the Lands Tribunal (in 2006 and 2012) but claimed not to have any role in funding either. In the 2006 case, she stated that she only helped distressed residents organise themselves to settle costs through collective fundraising.

(iv) Madam Wong Pik Kiu confirmed she was one of the speakers in the September 2024 audio recording produced by Mr Tony Tsui. She stated that she was providing URA subsidy information at a street booth. She pointed out the fact that the audio recording recorded her saying, when asked about proxy votes, that residents could attend the meeting or put proxy votes directly into the estate's mailbox. She denied bundling subsidy assistance with proxy vote collection.

2037. The Committee had also invited Mr Mui Siu Fung to respond to the allegations made against him. He provided his response on 18 May 2026:

(i) Mr Mui Siu Fung stated that he attended MC meetings only as an invited guest, usually in his capacity as District Councillor or Area Committee member. He said he did not take part in any substantive discussion, decision-making, or advice concerning the works that were worth over HK$330 million. He denied any relationship with PC&E or its directors.

(ii) He maintained that he did not solicit proxy votes or exercise any proxy votes. He claimed to have only assisted residents in submitting proxy votes when residents asked. His involvement was limited to administrative assistance, such as helping the MC to secure a venue for the 6 September 2024 EGM.

2038. As pointed out by Mr Dawes SC, the intense dispute and controversy that existed in the process of selecting the consultant and contractor in the case of WF Court, which are perhaps not uncommon, were sharpened by the extent of involvement of Madam Wong Pik Kiu. The proxy votes she assisted in collecting accounted for 25% of the 520 proxy votes given for the 11 December 2021 meeting and 20% of the 746 proxy votes given for the 6 September 2024 meeting. She personally held the fifth-highest number of proxy votes at both meetings. Though it is arguable that District Councillors should assist homeowners in the management of building affairs and may adopt a particular stance in discharging such duties, concerns arose when the consultant and contractor eventually selected at the owners' meetings subsequently proved problematic. Under such circumstances, it was only reasonable for the residents to raise queries about Madam Wong's role in the tendering process.

2039. Nevertheless, as pointed out by the Legal Team, the evidence presented to the Committee does not suggest that Madam Wong Pik Kiu or Mr Mui Siu Fung were personally involved in any kind of bid-rigging or anti-competitive conduct.[172] If there was any secret wrongdoing on their part, the same would have to be investigated by the Law Enforcement Agencies. In any event, the civil or criminal liability of any individual falls outside the scope of the TOR. As indicated by the Law Enforcement Agencies, they would, in the interest of justice, continue with the investigations relating to any criminal and anti-competitive conduct relating to the Works at WF Court.

172 The Committee noted that after the completion of Evidential Hearing, there were media reports alleging Madam Wong Pik Kiu or her associates having obtained proxy votes from owners who had already passed away at the time of the relevant owners' meetings, and the Police are said to have started its investigation on the allegations according to the established practice.

C3. Observations of the Committee on the proxy system

2040. The reason why the integrity of the proxy system is so important is because proxy vote harvesting is a common technique used by bid manipulators to select a particular consultant or contractor for the execution of BMR works.

2041. There is nothing improper about the collection of proxy votes to vote in owners' meetings. Since not all the homeowners are interested in attending owners' meetings for one reason or another, the proxy system is in fact necessary for the normal operation of the management of building affairs. Maintaining the integrity of the proxy system is therefore the responsibility of all the stakeholders involved in the process.

2042. In an ideal world, it would be desirable for all the homeowners to attend the owners' meetings, in particular when major decisions relating to large-scale BMR works will be made in the meetings concerned. The Committee understands that a lot of homeowners may be elderly people as it was in the case of WF Court, but the Committee will still encourage homeowners to participate more actively in building management affairs.

2043. Building management falls within the purview of the HAD. Unfortunately, it is very difficult for homeowners to reach consensus on building-management-related issues, and disputes amongst homeowners are not uncommon in Hong Kong. After all, building management decisions will affect the welfare of all residents living in multi-storey buildings. They may also have legitimate concerns if they are asked to make substantial contributions to carry out the necessary BMR works. In the case of dispute, it would not be possible for the HAD to take sides in favour of a particular camp. Yet, the HAD should stand ready to intervene when there are

serious procedural irregularities in the conduct of building management affairs.

2044. Further, whilst building management remains the ultimate responsibility of the homeowners, the HAD should always review whether the existing regime for the operation of building management affairs can be improved, in particular when there has been serious concern about the widespread practice of bid-manipulation in the tendering of large-scale BMR works. The Committee therefore welcomes the initiatives taken by the HAD after the fire in reviewing the statutory provisions in the BMO relating to use of proxy votes to vote in owners' meetings, such as the arrangements relating to the number of proxy votes that an individual can obtain and the proxy votes permitted in the case of major decisions.

2045. The case of WF Court also raises the concern as to whether homeowners are able to make well-informed decisions relating to BMR projects. As the execution of BMR works involves complicated legal and technical issues, lay homeowners may not be able to appreciate or understand the niceties of the details in the BMR contracts and work plans. The relevant professional bodies are therefore encouraged to provide more assistance to the homeowners as part of their social responsibility, and the HAD can take the lead in organising more briefings to homeowners by these professional bodies before they make any major decisions relating to large-scale BMR works.

2046. Some of the criticisms above are directed against ISS. The Committee appreciates the challenges faced by a PMC in the case of serious dispute amongst homeowners about building management matters. Yet, ISS, being a PMC, cannot just adopt a *laissez-faire* attitude if there are serious concerns expressed by residents about any procedural irregularities. After all, PMCs are professionals entrusted by homeowners to assist in the running of building management affairs. In the opinion of the Committee,

more training should be provided to staff handling serious disputes or large-scale BMR projects. Further, the PMSA can consider providing more guidance (for example in the form of Codes of Conduct) and training to PMCs on how to handle similar disputes or controversies in the future.

2047. After the fire in WF Court, all stakeholders involved in the process should fully understand the significance of maintaining the integrity and transparency of the voting process, which is essential to avoid any form of manipulation, as manipulation of the voting process is common technique used in the furtherance of anti-competitive schemes.

D. REVIEW OF THE ROLE OF THE URA UNDER THE SMART TENDER SCHEME IN THE CASE OF WF COURT

D1. The URA's role as "facilitator" gave rise to false sense of security

2048. The implicated consultant and contractor (i.e. Will Power and PC&E) were selected after the IO of WF Court had joined the Smart Tender Scheme operated by the URA. The Committee therefore has to review the role of the URA in the tendering process.

2049. The history of and the services provided under the Smart Tender Scheme, and the stance adopted by the URA in the operation of such scheme, have been set out in some detail in sub-section C5 of Chapter 13.

2050. As rightly observed by Mr Dawes SC, the role of the URA is central. It is intended to function as a safeguard at project level to reduce the risk of bid-rigging in the BMR sector, providing structure, transparency and professional oversight to a market long recognised as vulnerable to

manipulation. As the URA recognised in its Counsel's closing submissions, the consistent purpose of the Smart Tender Scheme is to reduce the risk of bid-rigging faced by homeowners and the IOs.

2051. In the Inquiry, the witnesses and the legal representatives of the URA have repeatedly maintained that the URA was a mere "*facilitator*", and it should not be seen to interfere with owners' decisions or to assess the commercial reality of the bids. It is not the statutory function of the URA to act as the enforcement authority against bid-rigging, a regulator of the relevant professionals (including contractors), or a supervisor in the execution of the entire BMR project to ensure that the integrity and service quality of the consultants and contractors concerned are maintained. Such responsibilities have never been within the mandate, statutory or as a matter of policy, of the URA. Further, it does not have sufficient resources and law enforcement power in tackling the problem of bid-rigging.

2052. Whilst the Committee accepts that there is some ambiguity in the role and mandate of the URA in tackling bid-rigging, the Smart Tender Scheme was presented to the public as a robust safeguard against bid-rigging and as a mechanism for strengthening the procedural integrity in the selection of consultants and contractors. After all, the Smart Tender Scheme was established to address the very issue of bid-rigging which had already been a serious concern of the public for a long time back in the mid-2010s. Further, both the Chinese and English titles of the Smart Tender Scheme, in particular the Chinese name 招標妥 (loosely translated as "proper tendering"), engender a false sense of security among the public and the scheme participants that once they join the scheme, the tendering process and the quality of work of the RIs and RCs would be monitored by the URA which is a public authority with statutory backing. The scheme confers a veneer of legitimacy on precisely the actors the system is meant to guard against. By adopting a passive stance without offering advice about any usual bid-rigging features in the tendering process to the homeowners, the

URA has certainly failed to meet the reasonable expectations of the public as a gate-keeper against bid-rigging.

2053. This philosophy of non-interference, reiterated in paragraphs 20 and 21 of the closing submissions of the URA's Counsel, contributed to the URA's inability to identify any of the irregularities and indicia of bid-rigging in the Works at WF Court.

2054. One example is Will Power's HK$308,000 consultant bid. As noted earlier, Mr Matthew Chan's evidence was that the URA did not assess whether a consultant's fee was commercially reasonable or whether the consultant might be operating at a loss. Out of concern not to appear biased, the URA would not raise with owners the possibility that a suspiciously low price might be a warning sign.

2055. The Committee agrees with the submission of Mr Dawes SC that such concern is misplaced. The URA needs not comment on the pricing of individual bids. Through the Smart Tender Scheme, the URA's appointed Independent Consultant provides an independent cost estimate as a benchmark against tenders for main contractor. Similar arrangements could be made for inspector and consultant tenders.

2056. Mr Peter Wong went further, suggesting that the URA could not provide residents with any objective benchmarks or independent assessments of proposed fees for an RI or consultant. Mr Wong testified that if the URA were to opine on the scale of reasonable consultancy fees, the CC would regard this as contrary to competition law. He cited an episode in which the HKIS published an hourly-rate fee scale for building surveyors under the MBIS, and claimed that the HKIS removed the list after receiving objections from the CC.

2057. This suggestion does not withstand scrutiny. As the CC has pointed out in its submissions, Section 3 of the CO expressly provides that the Conduct Rules (including the First Conduct Rule which covers bid-manipulations) do not apply to statutory bodies. There is therefore no prospect of the URA contravening those rules. Further, the URA's own practice undercuts the suggestion that publishing fee guidance is anti-competitive. Through its Cost Reference Centre established under the Building Rehabilitation Platform, the URA also publishes detailed Reference Unit Rates for typical on-site repair works. If publishing reference rates for works is unobjectionable, no different principle can apply to reference fees for consultants.

2058. Mr Peter Wong also suggested that the URA could not advise on the tenders for fear of attracting criticism from the Office of The Ombudsman ("Ombudsman"), asserting that doing so would attract accusations from the Ombudsman for breaching the principle of impartiality.

2059. That claim was squarely rejected by the Ombudsman itself. In a letter to the URA dated 4 May 2026, the Ombudsman stated that Mr Peter Wong's remarks had "*absolutely no factual foundation but merely based on speculation*". The Ombudsman made clear that it had never expressed such views to the URA in relation to Smart Tender Scheme. It emphasised that its statutory remit concerns maladministration, and not the question of "impartiality" as suggested by Mr Wong. The letter noted that the remarks were "*irresponsible and incorrect*", and potentially damaging to the Ombudsman's reputation.

2060. In its reply of 13 May 2026, the URA retracted Mr Peter Wong's comments, explaining that he had been under considerable pressure during the Evidential Hearing and that it was "*unfortunate*" if his responses caused misunderstanding. The URA confirmed that it had not in fact consulted the Ombudsman on matters relating to the Smart Tender Scheme.

2061. The URA's passivity on tender pricing was not an isolated stance. The same mindset also explains the issues addressed earlier in this Chapter: the URA checked no public conviction records, checked no public records for affiliations between bidders, and placed unquestioning trust in the RI and consultant. The URA also confirmed that, before the fire, a contractor joining the Smart Tender Scheme was not required to declare any conviction or litigation history. To satisfy anti-collusion requirements, the URA relied on self-declaration forms. In effect, it operated a system that depended on wrongdoers voluntarily disclosing their misconduct.

2062. A further illustration of this mindset appears in the URA's approach to the draft TAR. In March 2023, Will Power proposed its tender scoring criteria to the URA for review. Residents naturally assumed that the URA would examine whether the criteria were fair, effective, and resistant to manipulation. On 15 March 2023, the URA replied by email providing comments. Mr Matthew Chan testified that these comments were based on the wording and applicable timeframes of the scoring criteria only. He confirmed that the URA would not comment on whether scoring criteria were effective, reasonable or consistent with usual practice. In fact, the URA would not comment even if a scoring criterion was manifestly irrational, such as a scoring criterion that required a contractor to be "tall and handsome". The practical reality was that residents understood the URA's reply as an endorsement of the fairness and adequacy of the scoring system proposed by Will Power. This was indeed reflected in the minutes of the 17 March 2023 MC meeting, where the URA's "endorsement" was expressly cited when the criteria were approved. What the owners did not know was the fact that the URA had declined to examine the very scoring mechanism through which bid-rigging could occur.

2063. According to Mr Peter Wong, *"[URA would] trust the assessment conducted by the consultant; that is the mechanism of the Smart Tender system*". But such trust is difficult to justify where the tender

process for the consultant itself receives little scrutiny. As the Counsel for the Government has acknowledged in its submissions, BMR works have historically operated on an administrative "honour system": one that relies heavily on the self-regulation, professional ethics, and good faith of RCs and RIs.

2064. The WF Court fire fully exposed how fragile such reliance can be in practice.

D2. The Independent Consultant

2065. A related issue concerns the Independent Consultant. Under the Smart Tender Scheme framework, RS Surveyors was assigned by the URA for appointment as the Independent Consultant for WF Court. In principle, this role is meant to serve as a safety net – a neutral watchdog tasked with overseeing the estate's chosen consultant and providing independent advice against which the tender process could be scrutinised. As the URA pointed out in its closing submissions, the Independent Consultant was designed to give owners independent third-party professional advice at key stages, especially on cost estimates.

2066. In practice, the evidence shows that RS Surveyors' role was severely constrained. Mr Dawes SC has cited several examples.

2067. First, one of RS Surveyors' core responsibilities was to prepare a PAR (Part 1), comparing Will Power's cost estimate with their own independent valuation. Inflation in the cost of renovation works is a classic red flag for bid-rigging.

2068. In RS Surveyors' PAR (Part 1) of November 2022, they valued the project at about HK$224.9 million. Their earlier valuation from August 2018, however, was only about HK$102 million.

2069. URA's Mr Matthew Chan testified that he was "*not surprised*" by the doubling of the estimate by RS Surveyors. The initial HK$102 million estimate reflected only what the Independent Consultant could observe visually as necessary works under the MBIS. When Will Power later drafted the tender documents, they added numerous "*tailor-made items*", substantially expanding the scope of works. RS Surveyors therefore had to raise their estimate based on the expanded scope of works.

2070. The purpose of RS Surveyors' estimate was to provide an objective benchmark enabling homeowners to understand what the project should cost and whether they are being overcharged.

2071. If RS Surveyors increased its valuation whenever the estate's consultant added "*tailor-made items*" that are manifestly superfluous (and potentially designed to inflate the contract price), then it would not be able to adequately guard against the risk of an inflated scope of works as a means for bid manipulation.

2072. This concern is heightened by Mr Matthew Chan's admission that RS Surveyors does not assess whether the proposed works are actually necessary. If Will Power inserts numerous expensive, superfluous items into the contract, neither the URA nor RS Surveyors will intervene or warn the owners. Mr Chan justified this by saying that the scope of works falls within the MC's autonomy. Mr Chan accepted that the concern was whether the proposed works satisfied requirements under the MBIS: neither the URA nor RS Surveyors would advise homeowners to choose a more economical option.

2073. Likewise, RS Surveyors' position was that it did "*not have the contractual duty*" to advise the owners on the "*alternative/minimum scope*" of works proposed by Will Power. It confirmed that it did not include remarks on the possibility of reducing the scope of works proposed by Will Power.

2074. As stated above, collusion between a consultant and a friendly contractor is a common type of bid-manipulation practice. The present case illustrates just that: Will Power was appointed on the strength of an aggressively low consultancy bid, proceeded to expand the scope of works, and is suspected to have assisted PC&E to win the inflated downstream contract. The Smart Tender Scheme lent legitimacy to that inflated contract price through RS Surveyors' independent cost estimate, with residents wholly unaware that RS Surveyors regarded the review of the scope of works as beyond its remit.

2075. Second, the role of RS Surveyors in the appointment of PC&E as the contractor also warrants scrutiny. After the 57 bids were received, Will Power prepared its TAR recommending PC&E. RS Surveyors was then tasked with reviewing the TAR to ensure it was proper and reliable.

2076. As already noted, among the 57 bids, Mr Hau Wa Kin was associated with at least five other bidding companies [redacted]

2077. RS Surveyors did not identify any of these issues during their review. Their assessment report dated 27 November 2023 was perfunctory, focusing almost entirely on calculation errors and typographical points, which were matters of form rather than substance. When it was put to Mr Matthew Chan that RS Surveyors' report "*offers no assistance in guarding against bid-rigging for building owners*", and that such matters

were "*beyond the consideration of RS Surveyors"*, Mr Chan accepted that this was so.

2078. In their response to the Committee, RS Surveyors confirmed that they undertook no independent market research or background checks on any bidder. They relied entirely on Will Power to ensure the tender assessments were complete and accurate, and considered it to be Will Power's sole professional responsibility to advise owners on risks arising from bidder history or market conditions. Their justification was contractual: any independent investigation, they said, fell "*outside the scope of [their] contractual role*".

2079. Remarkably, RS Surveyors also indicated that they would not review supporting documents submitted by individual tenderers "*unless specifically drawn to [their] attention by the URA*". The reality is that RS Surveyors saw their role not as an active safeguard, but as a narrowly drawn, largely administrative reviewer whose remit did not extend to the very checks that the Independent Consultant would need to conduct in order to give homeowners real protection against bid manipulation.

2080. Third, a further structural problem arises from the composition of the URA's pool of Independent Consultants. As Mr Peter Wong confirmed, the URA relies on a small roster of three firms (including RS Surveyors at the material time) to act as Independent Consultants across the entire Smart Tender Scheme.[173]

2081. Nothing prevents a firm such as RS Surveyors from acting as the URA's "referee" (Independent Consultant) for one estate and at the same time acting as a "player" (a bidding consultant or RI) for another estate.

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173 The appointment of the three selected Independent Consultants has been covered in Chapter 13 at sub-section C5.

There is certainly vulnerability in such an arrangement. For example, it may be tempting for an Independent Consultant A to give favourable treatment to a consultant B, who may be the Independent Consultant for another project where A is the consultant. Though declarations of interest have to be made, it may not avoid the concern mentioned above. When this possibility was put to him, Mr Peter Wong just said that the URA cannot prevent its Independent Consultants from taking up outside projects.

2082. According to Mr Dawes SC, RS Surveyors was the RI for the large-scale BMR project in Sui Wo Court, another project of which there are serious concerns about the presence of many improper conduct such as bid-rigging. Such kind of arrangement will only deepen the suspicions of the residents about the propriety of their BMR projects.

2083. Where the Independent Consultant is assigned to an MBIS project by the URA itself, the assignment lends the appointment legitimacy in the eyes of the homeowners. It is therefore all the more important that both the appearance and the reality of independence must be maintained.

2084. The Independent Consultants' participation as a market player gives rise to a further problem, which was accepted by Mr Peter Wong. Their cost estimates are based on market prices. Where bid-rigging syndicates have persistently inflated the prices of BMR works, the "market" itself is contaminated, and the independent estimates are pulled up with it. The benchmark deployed to protect owners against inflated bids may therefore itself incorporate the very inflation it is meant to guard against.

2085. The role of the Independent Consultant as an active market player accordingly gives rise to difficulties of both reliability and conflict: its estimates absorb market distortions caused by bid-rigging, and its commercial interests lie in the very market it is engaged to referee.

D3. Concluding remarks on the role of the URA

2086. The Committee is fully aware of the resource constraints under which the URA operates, and the need for a concerted effort amongst various agencies to address bid-rigging within the BMR sector. The Committee also acknowledges the past efforts made by the URA in tackling bid manipulation. Undoubtedly, some of the measures adopted in the Smart Tender Scheme did address certain dubious practices for bid manipulation in the past.

2087. Nevertheless, the events at WF Court make plain that systemic adjustments are required. The URA, being the public body tasked to operate the Smart Tender Scheme (which is a scheme specifically established to ensure the fairness and transparency of the tendering process at project level), has a positive public duty to assist the relevant homeowners in ensuring the propriety of the tendering process. The very name of the scheme speaks to that function. If the URA just takes a passive and non-interference approach, as it had done in the past, it would fail to meet the reasonable expectation of the community in its role to combat the long-entrenched problem of bid-manipulation in the tendering of BMR works.

2088. It is therefore encouraging that the Government is considering a series of reforms to strengthen support to homeowners with respect to tender invitation and assessment measures, including the compilation of pre-qualified lists for Inspection Consultants, Supervision Consultants, and Building Works Contractors. Amongst other things, the applicants would undergo background screening by the Police and the ICAC before being admitted to the list. More details are in Chapter 15.

2089. With such concluding remarks, the Committee then turn to its recommendations with a view to eliminating the unlawful and irregular practices identified in this Report, which are long-entrenched problems in the BMR industry, and to restore the confidence of the public in the tendering process of large-scale BMR works in Hong Kong.

CHAPTER 15
THE RECOMMENDATIONS FOR TERMS OF REFERENCE (2) MATTERS

A. PRELIMINARY OBSERVATIONS AND GOALS TO BE ATTAINED BY THE REFORM

2090. After the fire at WF Court, there have been various queries raised as to why unscrupulous consultants and building contractors such as Will Power and PC&E had been selected to perform the Works at WF Court. Given the wide media coverage of possible bid-manipulation and other improper conduct that may exist in the tendering process of large-scale BMR works in Hong Kong (including the Works at WF Court), there has been a strong demand for reform to be made about the tendering process of large-scale BMR works.

2091. In Chapters 13 and 14 of this Report, the Committee has already set out the various shortcomings of the present system relating to the tendering of large-scale BMR works in Hong Kong, which include:

(i) Many consultants and contractors with dubious backgrounds (including those with triad involvement and connections) are active players in the BMR industry.

(ii) There is a widespread, systemic and long-standing practice among building professionals and other related persons to manipulate the outcome of tenders of BMR works.

(iii) The loose regulation of building professionals which emphasises self-discipline and lax enforcement of the regulatory regime by the authorities make it easy for building

professionals to use "dummies" and sub-standard building materials to by-pass the building works control system.

(iv) There is evidence of collusions between the consultants (and the RIs that they engage) and contractors of BMR projects: both in terms as to how they obtain the contracts and the manners under which the contractors' work is being supervised.

(v) Homeowners lack the expertise to make well-informed decisions on BMR matters, and are vulnerable to bid-manipulation or other improper practices by unscrupulous players in the BMR sector.

(vi) Apart from building professionals, other stakeholders such as personnel of PMCs, MC members, homeowners and other related persons may also be involved in bid-manipulation and other improper practices.

(vii) Bid-manipulation and other improper practices are difficult to detect, investigate and prosecute.

(viii) The penalty under the existing regime governing bid-manipulation and other anti-competitive malpractices lack sufficient deterrence effect.

(ix) Given the limited role of the URA, the Smart Tender Scheme has provided a false sense of security to its users, making them believe that the tendering process under the Scheme is proper and free from bid-manipulation and other improper practices.

(x) There is insufficient cooperation or flow of information amongst the different regulators and between them and the Law Enforcement Agencies, with the result that the unscrupulous consultants and building contractors are able to hide their records of misconduct, litigation and convictions when they continue to bid for BMR projects.

2092. There have been many views expressed in the public arena calling for the Government to take a more active role, both in the tendering process and the execution of the BMR works:

(i) Following the fire at WF Court, there has been much concern about how homeowners vote in an owners' meeting regarding the tendering process. It is also understandable that the general public has raised other serious concerns such as: (a) how the MCs are managed; (b) whether there are any improper relationships among the members of the MCs, the staff of PMCs, certain individuals holding public office, and the various building professionals involved in BMR projects; (c) whether the contract sums quoted by the contractors are excessive; and (d) whether the building professionals are performing their work properly.

(ii) Further, building management is always a source of disputes amongst homeowners. These disputes are often bitter, and some of them may end up in litigations in courts. After all, homeowners may have different views as to how the BMR works are to be carried out, and yet they have to make substantial contributions for such works. It would be difficult for homeowners to reach consensus on all matters relating to the tendering and execution of the BMR works.

(iii) Following the breakdown of trust of the general public in the building professionals and building management professionals involved in large-scale BMR projects after the WF Court fire, there have been voices calling for the Government to take a more active part in both the tendering process and the execution of BMR works. Some opinions go so far as to say that the Government should take over the execution of BMR works on behalf of the homeowners.

2093. These are entrenched problems, and the Committee does not believe that this Report can solve all of them overnight. It would require further discussions in the public arena with a view to getting a degree of social consensus. Yet, despite their differences, the Government, the industry and homeowners must be determined to implement the necessary reforms to ensure that a tragedy similar to that at WF Court will not happen again.

2094. Although the MBIS is initiated by the Government, the extent of involvement of the Government in terms of how BMR works should be carried out or the amount of contribution by individual homeowners is subject to deliberation. After all, BMR works concern private properties owned by private citizens. The responsibility regarding the affairs of the building remains on the private owners. As a matter of principle and indeed practicability, it may not be appropriate or possible for the Government to take over the running of the entire BMR works or other building management affairs on behalf of homeowners. On the other hand, if the BMR works are funded wholly or partly by public resources, there may be greater justification for the Government to intervene in the tendering process of the relevant works.

2095. Nevertheless, one thing is clear. No one would dispute that the Government should make it best endeavours to provide a healthy and clean market environment for the tendering of large-scale BMR works. The Government also has a responsibility to minimise abuse in the tendering process, in particular, the Government should take more active steps to ensure that the [redacted] improper conduct identified in this Report will not occur again.

2096. The reform for the tendering process for large-scale BMR works should therefore seek to achieve the following goals:

(i) The MBIS should stay and the Government cannot be expected to completely take over the responsibilities of private homeowners to manage and upkeep their properties. Yet, the Government should foster a clean and healthy BMR industry. The Government should endeavour to eradicate the presence triads in the industry.

(ii) Specifically, the Government needs to rebuild public confidence in the competence and integrity of building professionals, consultants and contractors involved in the execution of large-scale BMR works, and there should be an effective regime supervising the quality and conduct of these key parties.

(iii) The Government also needs to rebuild public confidence in the role of PMCs in BMR projects, and there should be an effective regime supervising the proper management of building affairs.

(iv) The Government should take active measures to remove all malpractices involved in the tendering process of large-scale BMR works and to enhance the transparency of that process. In this connection, the Committee takes note that in the First Five-Year Plan for Economic and Social Development of the Hong Kong Special Administrative Region (2026-2030) ("First Five-Year Plan"), it is stated that there should be an official organisation responsible for gatekeeping the tender process through rigorous intervention, and combatting corruption and bid-rigging in maintenance works in a targeted manner. Also, paragraph 423(vi) of the CE's 2026 Policy Address ("2026 PA") sets out the Government's enhanced measures to strengthen regulation and enforcement, among others, by launching, for the first time, tender invitation and evaluation services for homeowners in engaging consultants and contractors.

(v) The Government should provide support to homeowners so that they can make well-informed decisions relating to BMR matters: including the provision of a reference for the average normal contract sums for carrying out large-scale BMR works, so that the homeowners would be in a better position to assess the reasonableness of the contract sums quoted by the bidders for their projects.

2097. Before listing out the recommendations, the Committee would make the following observations.

2098. First, the caveats that have been set out in Section A of Chapter 12 concerning the recommendations of TOR1 matters, which relate to the impact of developing technology and the social costs of reforms, are also applicable in considering the proposed reforms on TOR2 matters.

2099. Second, some of the recommendations are applicable to both TOR1 and TOR2 matters. For example, the recommendations relating to the statutory control of building professionals and contractors are both relevant to fire safety issues under TOR1 and to bid-manipulation and other improper practices under TOR2. As these related recommendations have already been set out in Chapter 12 in the context of the recommendations on TOR1 matters, to avoid unnecessary duplication, only a brief mention would be made to these recommendations in this Chapter.

2100. Third, the Government has lost no time in proposing some reforms on TOR2 matters after the fire, such as: (i) the proposal to introduce an enhanced support service to homeowners who need to carry out large-scale BMR works under the MBIS ("Enhanced Support Service"); (ii) the conduct of public consultation to amend the BMO; and (iii) the allocation of funds in the 2026-27 Budget to assist homeowners to carry out BMR works. Some of these proposals may overlap with the recommendations made in this Report. As mentioned in Chapter 1, due credit should be given to these swift responses on the part of the Government.

2101. Fourth, the HKIS proposes legislating a Building Repair and Maintenance Authority ("BRMA"), to oversee consultant and contractor registers, conduct independent cost audits on suspect bids, and exercise "Step-In Rights" for high-risk projects. In line with the public views as mentioned above, there are also other proposals recommending the establishment of a similar institution with the function of providing a one-stop service of helping homeowners carry out BMR works. Some proposals go so far as to suggest that homeowners should no longer need to engage private building professionals themselves to carry out such works.

2102. The arguments for and against the establishment of such an institution will be discussed in Section C of this Chapter. However, creating an institution of this scale would raise complex issues of regulatory design, resourcing, and institutional overlap. Ultimately, this would be a matter for the Government to consider in the future after conducting an in-depth study and consulting relevant stakeholders. The recommendations in Section B in this Chapter are made on the basis that there would be no substantial structural changes to the existing regulatory regime.

2103. With these preliminary observations, the Committee will set out the recommendations in respect of TOR2 matters.

B. RECOMMENDATIONS

B1. Market integrity and gatekeeping

(I) Enhanced Support Service to Homeowners

2104. The first set of recommendations is directed at eliminating the scope for collusion to root during the tendering process, and before homeowners are locked into contracts with consultants and contractors.

2105. The Committee heard extensive evidence on the URA's present stance with respect to the purpose and modus operandi of the Smart Tender Scheme. Throughout these hearings, the URA characterised this scheme as a voluntary facilitation service. It repeatedly maintained that it lacked legal authority to intervene in IO's decisions, refuse bids that appeared suspicious, or investigate signs of collusion. This posture created a dangerous vacuum. It enabled corrupt actors to exploit the Smart Tender Scheme as a badge of legitimacy, while homeowners were lulled into a false sense of safety.

2106. Since the fire, the Government announced in the 2026-27 Budget that it has earmarked HK$100 million, within a broader HK$300 million allocation, as start-up capital for the URA to establish a dedicated subsidiary to operate an enhanced version of the Smart Tender Scheme, tasked with providing expert advice, issuing and assessing tenders, and developing new service platforms. The intention is for the enhanced version to be rolled out by the fourth quarter of 2026.[174]

2107. The Committee agrees that such funding is necessary to enhance support to homeowners. However, in order to transform the Smart Tender Scheme into a meaningful safeguard, **the Committee recommends** that the operator of the Enhanced Support Service (be it the URA, a newly formed subsidiary under it or another party, with the enhanced service built upon the Smart Tender Scheme or starting afresh) (the "New Operator") should be given a clear mandate and with the support of adequate resources to combat bid-manipulation and other similar malpractices in the tendering process of large-scale BMR works required to be performed under the MBIS. In particular, the New Operator must move away from the stance of "neutral facilitation", a suggestion also made by the nine Residents. Its mandate must be affirmative and interventionist. Several core areas merit further exploration:

(i) The New Operator should assume full responsibility for drafting tender specifications, conducting the e-tendering process, evaluating bids internally, and producing a shortlist of pre-screened, trustworthy consultants and contractors from which homeowners must choose. It must scrutinise public records to screen for hidden shareholding connections and suspicious associations among bidders.

174 Second reply issued from the DEVB in June 2026 to the request from the Committee para 6; Government's Table of Improvement Measures para F1.

(ii) The New Operator should be required to opine on whether the RI and consultant bids are commercially viable. The evidence shows that the Smart Tender Scheme did not meaningfully address RI/consultant selection and offered no solution to the low-ball RI bids at WF Court. Going forward, the Enhanced Support Service should cover RI/consultant tenders, including sealed cost estimates, independent price benchmarking, and the ability to flag suspicious bid patterns.

(iii) The evidence also shows that the URA historically treated the Smart Tender Scheme as a voluntary facilitation service with no authority to intervene. That must change. The New Operator should be equipped with powers to demand documents, question tenderers, suspend processes where necessary, and make mandatory referrals to the CC or other Law Enforcement Agencies when collusion indicators arise. It should also have the power to disqualify tenderers where integrity declarations are found to be false.

(iv) Consultants and contractors should also be required to report to the New Operator at critical junctures, particularly where substantial variations to scope or cost arise, so that appropriate advice may be offered to the homeowners.

2108. **The Committee further recommends** the Government to consider broadening the reach of the Enhanced Support Service. As presently proposed, it appears that the enhanced scheme applies only to buildings receiving public maintenance subsidies.[175] A possible way

175 Second reply of the DEVB paras 5(b), 5(d), noting that it only applies to "*owners receiving government maintenance subsidies*".

forward would be to widen the scope of the Enhanced Support Scheme so that homeowners who are required to carry out BMR works under the MBIS but are not receiving public subsidy for such works may opt in on a fee or cost-recovery basis, should they wish to benefit from its safeguards. This would allow homeowners not receiving subsidies to access the same protection and support, without imposing a mandatory requirement across the board.

2109. **The Committee also recommends** that the New Operator should implement technological solutions to detect bid-rigging and other misconduct algorithmically. Real-time analysis would enable detection at the earliest possible moment and would reduce the need for reliance on whistleblowers to surface concerns. Liaison between the New Operator and the CC in this regard would also be a necessity.

2110. In Chapter 14, the Committee mentions that the HAD can take the lead in organising more briefings to the homeowners by relevant professional bodies to enable the homeowners to make well-informed decisions relating to large-scale BMR works. The nine Residents who appeared in the Evidential Hearing also support such proposal. The Legal Team shares the same view, save that they recommend that the New Operator should take the lead in providing such support to the homeowners.

2111. Lack of technical support to homeowners is definitely a problem under the existing regime. Those charged with making procurement decisions must have at least a minimum level of technical and regulatory literacy, so as to reduce the scope for manipulation by conflicted consultants or predatory contractors. **The Committee therefore recommends** that the HAD and the New Operator work together in providing more technical support to homeowners to help them navigate the technical, financial, and legal complexities of large-scale BMR works. **The Committee further recommends** that the technical support (in the

form of technical briefings or other formats) should also cover the following areas:

(i) the distinction between prescribed repair under the MBIS regime and optional aesthetic enhancements which are not required under such regime; and

(ii) tendering procedures, collusion indicators and MBIS obligations.

(II) The Independent Consultant

2112. In light of the experience at WF Court, **the Committee recommends** that the Government should consider whether firms wishing to join the New Operator roster of Independent Consultants, which provide independent third-party professional advice to homeowners, should be subject to a clearer separation of roles. Ideally, to prevent conflict of interests, firms carrying out the work of Independent Consultants should be prohibited from bidding for, designing, or supervising any large-scale BMR works. Those tasked with providing independent scrutiny should not simultaneously act as active participants in the market they are meant to oversee.

2113. However, whether such a "clean break" can work in practice would depend on the market situation (such as whether there are sufficient RIs/consultants and/or projects in the market to support such degree of segregation) and would require further consideration by the Government. Further, as noted at paragraphs 2116 to 2117 below, a longer-term question remains as to where the function of an Independent Consultant (hereafter referred to as a "vetting" function) should ultimately reside. One possibility is for the New Operator to conduct the vetting function in-house

(which would in effect abolish the need to engage an Independent Consultant from the market); another possibility is for the Government to consider whether a separate institution, dedicated solely to building-maintenance integrity oversight, would provide a cleaner and more durable structure. Either way, the underlying aim is to ensure that independence of this consultant is real, not merely nominal.

2114. The vetting function, irrespective of the mode of recruitment, must also be strengthened. The evidence shows that, when vetting the bids at WF Court, RS Surveyors, the Independent Consultant then assigned by the URA, confined their review to the paper summaries prepared by Will Power. They did not identify corporate connections between PC&E's director (Mr Hau Wa Kin) and other supposedly competing bidders; and they did not detect active disciplinary records, including the BD's August 2023 finding of misconduct against PC&E. The apparent reason for this was that independent market research, background checks, and litigation verification fell "*outside the scope*" of RS Surveyors' contractual role under the Smart Tender Scheme.

2115. **The Committee therefore recommends** that the scope of work of the vetting function (whether through Independent Consultants or otherwise) be expanded to include mandatory integrity-vetting duties. At a minimum, the Independent Consultants should search the Companies Registry's record on all bidders to identify overlapping directorships, shadow directors, and potential cartel networks. The Independent Consultants should check each bidder against a centralised, joint agency database of active prosecutions and disciplinary actions (see paragraphs 1704 to 1707 in Chapter 12)[176]. Further, assuming that Independent Consultants from the market are to be engaged, they should be required to

176 Whilst consultants and contractors on the Pre-Qualified Lists (see para 2119 below) should have clean disciplinary records, the checking by the Independent Consultant for each MBIS project will provide an added layer of safeguard.

issue written reasonableness opinions (not merely sealed estimates). If the Independent Consultants are from the market, the New Operator must subject to a sample review as part of its function to monitor the performance of the Independent Consultants.

2116. Looking ahead, **the Committee recommends** the Government and the New Operator to consider whether, in the longer term, independent vetting should be conducted in-house by the New Operator, using salaried public professionals. Bringing this work within the New Operator's own body can reduce the risk of commercial conflicts and provide a more stable and accountable vetting function.

2117. More broadly, there is a wider question about how these functions should be organised in the years ahead. Consideration should be given to the future allocation of functions and the structure of the responsible organisations. One question is whether MBIS-related integrity oversight ought to remain within the URA at all. As mentioned in paragraph 2101 above, ideas about the establishment of a separate institution (such as HKIS's proposed BRMA) dedicated solely to these functions have been floated. If a specialist institution focused on audit, vetting, and market-integrity functions is created, the URA can concentrate on its core redevelopment mandate. Whether such an institution is desirable will depend on broader questions of policy design, resource allocation, and institutional architecture, and will ultimately be a matter for the Government to assess.

2118. Further observations on the establishment of a centralised institution to monitor the tendering process of BMR works will be made in Section C of this Chapter.

(III) Pre-Qualified Lists (for consultants and contractors)

2119. During the Evidential Hearing, the Government and the URA have proposed that, under the enhanced version of the Smart Tender Scheme, there would be three distinct "Pre-Qualified Lists", separating inspection consultants, supervision consultants, and building works contractors. Only those on the lists are eligible to participate in the tendering for MBIS projects that have joined the Smart Tender Scheme. There would be rigorous vetting of the consultants (including the RIs) and contractors before they are allowed to join the respective lists. In addition to considering criminal and disciplinary records alongside past performance, the consultants (including the RIs) and contractors must pass the background checks by the Police and the ICAC.

2120. As the evidence in the Inquiry makes plain, the previous approach was incapable of filtering out unsuitable or conflicted actors, **the Committee agrees with such proposal and makes the same recommendation**. Admission to these Pre-Qualified Lists should turn on four core vetting domains: technical competence; integrity (including background checks by the Police and the ICAC); financial capability; and past performance. This also aligns with the HKIS's recommendation of overhauling the URA registry with strict entry barriers (technical credentials, financial audits, and disciplinary records) to block blacklisted companies from re-entering the lists under new names.

2121. Indeed, the Committee is encouraged to note that the Government has subsequently officially announced in paragraph 423(vii) of the 2026 PA that more rigorously vetted "Pre-Qualified Lists" of consultants and contractors will be established to complement owners' support services, including conducting background checks by the Law Enforcement Agencies. Subsequently, the DEVB announced that applications for the "Pre-Qualified Lists" will be opened from 30 September to 23 October 2026, and the first

set of lists will be available, progressively, from the end of 2026. According to the paper issued by the DEVB to the Legislative Council[177], the pre-qualification mechanism consists of the following key elements:

(i) The pre-qualification criteria cover areas, namely technical competence, integrity, financial capacity and past performance, which specify the requirements for professionals of a company responsible for discharging the duties under the BO with the aim of preventing practices such as "nominal employment" or situation where a company only subcontracts and does not perform the work itself. Emphasis is placed on integrity, including the requirement to pass background checks conducted by the Law Enforcement Agencies, and on enhancing quality, including establishing a system to periodically review the project performance of consultants and contractors, which will serve as one of the factors when considering whether they can remain on the pre-qualified lists in future.

(ii) The pre-qualification criteria only represent the minimum threshold for inclusion on the pre-qualified lists.

(iii) The pre-qualified lists are subject to a comprehensive review every two years. Consultants and contractors must re-submit their application details for verification by the relevant authority to ensure their continued eligibility for inclusion on the pre-qualified lists. Conviction for an integrity-related offence within the two-year period will result in immediate removal from the lists, while the relevant

177 LC Paper No. CB(1)1103/2026(01), https://www.legco.gov.hk/yr2026/english/panels/dev/papers/dev20260922cb1-1103-1-e.pdf, paras 14 – 15 and Annex D.

authority can decide to suspend the pre-qualification status in case of poor project performance or involvement in major site safety incident.

(iv) If an applicant is dissatisfied with the decision regarding his prequalification status, he may request a review. The decision of the reviewing authority shall be final.

2122. The Committee takes the view that the compilation of Pre-Qualified Lists is a necessary step to clean up the BMR sector. Indeed, consideration should also be given as to whether these Pre-Qualified Lists will be made available to homeowners who need to undertake large-scale BMR projects but are not receiving public subsidies for the works concerned and are therefore not participants in the Enhanced Support Service. Similar to the rationale as mentioned in paragraph 2108 above, this should allow homeowners of non-subsidised buildings to access the same protection and support.

2123. These reforms would address a conspicuous defect in the pre-fire regime, under which contractors could bid on the Smart Tender Scheme's E-Platform without any regulatory scrutiny of their litigation history, conviction record, or disciplinary background. A basic business registration and a routine technical licence were, in practice, all that was required. A more structured scrutiny framework would help ensure that only competent and trustworthy actors participate in the tendering process.

2124. It would frustrate the objective of this proposed reform if the consultants and contractors who have been rejected for inclusion on the Pre- Qualified Lists are able to initiate lengthy legal proceedings to challenge the decisions. Inevitably, rejection decisions are made at least partly based on the intelligence supplied by the Law Enforcement Agencies, which may not be appropriate to be disclosed to the public. Whilst a

suitable appeal venue should be provided and the process should comply with the principles of natural justice, the rejected building professionals, consultants or contractors should not be allowed to make use of legal technicalities to frustrate the objectives of the reform. The Committee therefore welcomes the new review or appeal procedure under the pre-qualification mechanism announced by the Government in September 2026, which specifies that the decision of the reviewing authority shall be final.

2125. Relatedly, in the course of reviewing the voluminous materials submitted to the Committee, it is noticed that there are various lists of consultants and contractors relating to BMR works.[178] These lists are prepared by different parties, serve different purposes on their own, and often have overlapping entries. However, for lay homeowners who need to procure services for major works but are unfamiliar with the industry landscape, this may create confusion. Homeowners may have difficulty differentiating the various lists and the purposes that they serve. Worse still, the overlapping lists may leave room for misrepresentation by unscrupulous players. Hence, the implementation of new Pre-Qualified Lists for inspection consultants, supervision consultants and building works contractors respectively for MBIS projects as mentioned above is welcomed by the Committee.

2126. **The Committee further recommends** the Government to consider mechanisms to ensure real-time information-sharing among departments of data on the integrity and past-performance of consultants and contractors. One option is an automated gateway linking the Pre-Qualified Lists to the BD, the ICU, the LD, and the CC, and when appropriate also to

178 There are various lists of consultants and contractors maintained by, for example, the BD (Registered Professionals or Contractors Search), the Architectural Services Department (List of Consultants of the Architectural and Associated Consultants Selection Board), the URA (Registry of RGBC, AP and RI for e-tendering Platform; and BRCRS), and the Construction Industry Council (Registered Specialist Trade Contractors Scheme).

the ICAC and the Police. Under such a model, any active prosecution or conviction for building-safety breaches, OSH offences, anti-competitive conduct, corruption, or triad involvement can trigger an immediate suspension of pre-qualified status, preventing the contractor or consultant from downloading tender documents or submitting bids across all active projects. The Committee further notes from the closing submissions of the Counsel for the Government that that the BD intends to share the BO conviction and disciplinary records directly with the URA and professional registration boards starting from the fourth quarter of 2026 to ensure that implicated firms are blacklisted.

2127. Whether achieved through a centralised gateway or another inter-departmental protocol, the essential point is that up-to-date integrity-related information must flow swiftly and reliably across the system, so that those who breach public safety or competition laws cannot continue to bid unchecked. **The Committee also recommends** that AI and other appropriate technology should be deployed to detect any red flags from the information and to alert the regulators to any irregularities or misconduct in the tendering process.

2128. In this regard, the Committee takes note that the HKIS has indicated its willingness to establish a direct information sharing channel with the URA, subject to compliance with data privacy requirements. The same should be explored with other relevant professional bodies. Disciplinary findings within the internal registries of those bodies (recording censure, suspension, or other sanctions for professional malpractice) would feed directly into the New Operator's pre-qualification system which, as noted above, must be managed and approached proactively. **The Committee recommends** that any practitioner facing such disciplinary action should, as a matter of course, be barred from bidding until their standing is restored.

(IV) Efforts to build a healthy BMR industry

2129. In order to prevent unscrupulous players from bidding for BMR projects, the most fundamental thing that the Government should do is to get rid of such players in the BMR industry and to build a healthy eco-system in the sector.

2130. In the various reports submitted by the Law Enforcement Agencies to the Committee as mentioned in Chapter 13, triads are actively involved in the BMR industry. As a result, clean consultants and contractors are reluctant to take up work in the BMR market. This must change. The community would not accept that nothing can be done by the Government in this regard. A clear pledge has been in the First Five-Year Plan that the Government will amend the BO to strengthen regulation of the maintenance works sector and increase penalty for non-compliance, thereby enhancing professional conduct and upholding works quality.

2131. **The Committee therefore recommends** that the Law Enforcement Agencies should devote more resources to fight against triads, in particular in eradicating their involvement in the BMR industry. Many arrests and enforcement actions taken by the Law Enforcement Agencies after the fire have been the result of a multi-agency joint effort. It indicates that the investigation of the relevant crimes and malpractices is challenging, and requires the joint effort of different Law Enforcement Agencies each with their own intelligence gathering mechanisms and different investigation powers. This joint effort should continue until a healthy eco-system can be established in the BMR industry.

2132. **The Committee also recommends** that the Government and the relevant professional bodies should make a joint effort to encourage more clean consultants and contractors to take up BMR projects.

2133. In Chapter 12, the Committee has already recommended the establishment of a fast-track training and accreditation programme to enable qualified, ethical younger professionals to enter the MBIS market without the fear of improper pressure from the industry. The objective is to expand the pool of active inspectors and dilute the ability of syndicates to monopolise or coerce the profession. This is only one of the measures that should be taken. Another possible measure is that well-established and reputable contractors should be invited, with incentives given as may be appropriate, to take up works in the BMR sector. Professional bodies such as the Hong Kong Institute of Architects, the Hong Kong Institution of Engineers, and the HKIS should also be encouraged to take an active part in restoring the confidence of the public in their respective professions.

(V) Mandatory pre-commencement conflict of interest declarations for professional consultants (RI or AP), and independent supervision

2134. Under the existing B(I&R)R, an RI is only required to submit a conflict of interest declaration after BMR works have been completed. By then, the physical repairs are finished, the commercial relationships have already played out, and any collusive arrangement has had free rein.

2135. In its second reply to the Committee, the DEVB has indicated its intention to amend the BO so that RIs and APs must declare the absence of any conflict of interest *before* repair works commence. **The Committee recommends** that such an amendment be made, as integrity safeguards must take effect at the outset.

2136. **The Committee further recommends** that this pre-commencement declaration be elevated to the status of a statutory declaration under Section 36 of the Crimes Ordinance (Cap. 200), ensuring that any false declaration carries real criminal consequence. This mirrors the CC's suggestion on bidders' declarations as set out in sub-section B1(VII) below.

2137. In parallel, **the Committee recommends** that there should be no role-doubling within the Enhanced Support Service. Any RI or project consultant pre-qualified to conduct the initial building inspection should be prohibited from assuming the role of supervising or executing the subsequent repair works for that *same* estate or building. They should likewise be barred from holding any corporate or personal relationship with the works contractor appointed by the *same* estate or building. This cuts, once and for all, the vertical chain of interest that has historically enabled collusion to flourish. Indeed, the Committee takes note that in the Government's paper to the Legislative Council (mentioned in paragraph 2121 above), the Government's intention is that "*functions of building inspection and works supervision will be separated and assigned to different professionals*".

2138. Further, the Committee is of the view that for this bar on role-doubling to work effectively, it should extend beyond the individual professional to any associated company or affiliate. For example, "associated company" may be defined by reference to the ultimate beneficial owner, so that shell company structures cannot be used to sidestep the rule. The bar must be capable of reaching the networks through which syndicates have traditionally concealed their relationships.

(VI) Fee-scales, vetting, and standardised bills of quantities

2139. Cartels often exploit homeowners' instinct to save money. A familiar pattern has been observed: a firm secures the consultancy tender by bidding a fee so low (though not necessarily the lowest) that it cannot realistically cover the costs of the work; homeowners, attracted only by the apparent savings, accept the bid; the consultant then guides them towards an inflated contractor's bid, closing the loop and restoring the margin elsewhere. This pattern was indeed observable at WF Court.

2140. Homeowners would not be able to detect such a pattern, as they often lack knowledge of the reasonable price ranges for different works under a BMR project. Whilst the deeper involvement of the New Operator (or its Independent Consultant) under the Enhanced Support Service should somewhat alleviate this concern, more transparency in price information would still be helpful to homeowners in general and be conducive to a healthy development of the market.

2141. There were some concerns about whether the provision of price information would amount to fee-setting, which is a form of anti-competitive conduct. The CC has clarified that it is not unlawful for a statutory institution (such as the URA) to compile a set of fee scales whether generally or in order to provide some form of reference for the selection of consultant or contractor. In fact, the URA has already maintained a voluntary Cost Reference Centre in relation to the Building Rehabilitation Platform, offering past average unit rates for common repair items. **The Committee therefore recommends** that the New Operator (or the separate entity to be set up in future) should publish price information (if possible including breakdown by cost items) relating to BMR works that have already been completed to assist the homeowners to make well-informed decisions.

2142. In collecting the relevant information, reference can be made to the contract sums of completed MBIS projects of various scales. The CC cautions, however, that while such benchmarks can help identify bids that appear implausibly cheap, they may themselves be skewed by historic collusion; and some genuinely low bids may simply reflect new entrants seeking to disrupt the market.

2143. Against that backdrop, **the Committee recommends** that the Government consider adopting a more structured approach to identifying and testing unusually low bids for consultant and contractor tenders. As noted in Chapter 14, one straightforward option is for the New Operator or the Independent Consultant to provide an independent cost estimate for such tenders, which the URA already provides for main contractor bids via the Independent Consultant's independent cost estimate. This should give owners a neutral reference point against which consultant and contractor bids can be assessed. The Committee noted that under the Enhanced Support Service, the New Operator will provide such assistance as part of its tender evaluation services to be provided to homeowners.

2144. Subject to the New Operator, or the separate entity to be set up in future, gathering more price information in respect of MBIS projects, a second and more elaborate two-stage mechanism could be considered:

(i) Where a particular bid falls more than a pre-set percentage below a certain pre-determined benchmark of past costs, the system can flag it as a potentially high-risk "dumping" bid. The purpose is not to prejudge the bidder, but to ensure that outliers are examined rather than waved through.

(ii) Instead of automatic disqualification (which may deter legitimate innovators), the flagged bidder can be required to provide an itemised cost breakdown and attend a short,

formal review before a panel lined up by the New Operator involving registered professionals not involved in the MBIS project concerned. The panel's task would be to test commercial viability and probe any risk of collusive alignment with prospective contractors. If the bidder cannot satisfy the panel, exclusion would follow; if it can, the bid would proceed. The system should distinguish genuine low-cost efficiency from collusive under-pricing, without choking off competition.

2145. In this respect, it is noted that one of the HKIS's proposals is to mandate standardised "Bills of Quantities" in renovation tenders. The HKIS has observed that cartel bidders have long relied on vague, lump sum submissions padded with unquantified "provisional sums" or "contingency funds". Once the contract is signed, they co-opt the supervising consultant to issue dubious variation orders for supposedly "unexpected defects" uncovered after hacking-off works, inflating the final price far beyond the figure that the owners believed they had approved. A standardised Bill of Quantities would compel all contractors to bid on identical parameters, giving homeowners a clearer, verifiable basis on which to compare bids. The Committee finds that the proposal to require each tender to set out the precise quantities of materials and labour required (e.g. square metres of scaffolding, volumes of concrete repair, lengths of copper piping and so forth) and to identify which items are subject to mandatory re-measurement, such that payment and final contract price are calculated based on the actual amount of work completed, as opposed to a pre-agreed fixed fee, is worth further consideration. Doing so would reduce the room for arbitrary price adjustments. The Committee invites the Government to consider whether this feature should be incorporated into the Enhanced Support Service.

(VII) Statutory integration of enhanced NCC and NCTC and oaths regarding bidders

2146. The Committee has addressed at paragraph 2135 above the need for the professional supervising consultant (the AP or the RI) to confirm at the outset that they stand wholly independent of the contractor undertaking the works. Put simply, the referee must not be beholden to the player.

2147. No less important is the "horizontal" dimension. The bidders themselves must be genuinely independent of one another, so that the tender is not quietly choreographed by a cartel.

2148. Since 2017, the CC has issued model NCC and NCTC. In July 2026, the CC has promulgated an enhanced NCC/NCTC suite and a pro-forma statutory declaration for procurers to incorporate into their tender documents, requiring bidders to confirm on oath that they have not engaged in anti-competitive conduct.

2149. **The Committee is encouraged by this development**. Consideration should also be given to amending the BMO so that any tender for all large-scale BMR works (whether in the private or public sector) must enclose a properly executed statutory declaration confirming compliance with the CC's model NCC and NCTC. A tender submitted without such a declaration would be invalid, with the consequence that the IO would not be able to accept it.

2150. Accordingly, if a bidder swears such a declaration and is later found to have engaged in price-fixing, credential-sharing, or cover-bidding, prosecution for making a false statutory declaration under Section 36 of the Crimes Ordinance should follow as of course. This would avoid the long

procedural runway of competition law enforcement, bringing criminal consequences to bear directly on those who rig the market. Although the current regime arguably already results in criminal liability – breach of the NCC or NCTC can lead to prosecution under the common-law offence of conspiracy to defraud – the Committee agrees with the CC that a more direct statutory route would be beneficial.

B2. Enhanced Legal Deterrence & Professional Discipline

(I) Evidentiary issues under the CO

2151. Given the nature of the conduct of bid-manipulation and other malpractices involved in the tendering process of large-scale BMR works, which are difficult to detect and prosecute, reforms should be made to remove some of the hurdles faced by the Law Enforcement Agencies in initiating prosecution and enforcement actions against unscrupulous players in the BMR sector.

2152. At present, the CO is silent on the standard of proof for pecuniary-penalty proceedings. Given the scale of the financial sanctions, respondents often contend that the criminal standard (i.e. proof beyond reasonable doubt) should apply. The CC has cautioned that imposing a criminal threshold would make enforcement markedly more difficult, particularly in cartel cases where misconduct is concealed and the evidential trail is thin.

2153. **The Committee therefore recommends** that the Government consider whether the existing legislation (e.g. Section 93 of the CO) should be amended to make clear that the civil standard (i.e. the balance of probabilities) applies in proceedings before the CT. This would align Hong Kong with the practice in comparable jurisdictions. That said,

the Committee recognises that the question of standard of proof is contentious in Hong Kong and has attracted differing views. Hence, any reform in this area will require careful consultation, including consideration of potential constitutional issues should bid-rigging be criminalised (see below).

2154. A further difficulty lies in proving intent or causation in bid-rigging cases. Cartels operate in deep secrecy, so direct evidence of their purpose is rarely available. **The Committee recommends** that the Government consider introducing express statutory presumptions, drawing on established overseas jurisprudence (including the *Anic* line of authority[179]), as suggested by the CC.

2155. Under such a model, where the CC proves that actual or potential competitors exchanged competitively sensitive information (pricing files, "homework", or similar information), the law would presume that the exchange was intended to influence market behaviour. The burden would then shift to the contractors to demonstrate a legitimate and independent business justification.

2156. Likewise, as to the definition of bid-rigging, the CC must prove a negative under the present law: that the collusive arrangement was "not made known" to the person calling the tender. **The Committee recommends** that the Government consider amending the CO so that if a contractor wishes to argue they disclosed their collusive deal to the homeowners, the burden of proof lies on the contractor to prove that positive disclosure. Again, any such reform must be assessed in light of potential constitutional constraints.

179 Case C-49/92 P *Commission v Anic Partecipazioni SpA* [1999] ECR I-4125].

(II) Criminalising bid-rigging, personal liability, turnover-linked fines, dual-track system and deregistration

2157. The events at WF Court have prompted renewed attention on whether bid-rigging should be criminalised.[180]

2158. The CC has observed that criminalisation is, in principle, a sound step, but only if the offence is framed to reflect the real-world behaviour uncovered in investigations. Cartel conduct in the BMR sector is rarely confined to the narrow definition of bid-rigging in Section 2 of the CO. It may involve information exchange, market sharing, credential sharing, phantom bidding, consultant collusion, and even triad-coordinated tender manipulation.

2159. **The Committee agrees with the CC and recommends** that any criminal offence should be drafted broadly enough to capture all conduct that aims to influence the outcome of a tender, rather than focusing solely on the narrow statutory definition of bid-rigging. The precise legislative formulation will, of course, be a matter for the CC, the Government, and the legislature to consider.[181] It falls outside the Committee's remit to propose specific wording, and the Committee recognises that any such exercise will necessarily engage wider policy, enforcement, and stakeholder considerations.

2160. If adopted, bid-rigging, price-fixing, and market-sharing would become indictable offences in their own right under the CO, directed at natural persons (individual directors and executives) rather than forming part of a civil contravention alone. In that regard, the Government may

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180 At present, bid-rigging *per se* (i.e. where supposedly competing undertakings agree not to compete with each other in response to a call for tender) is not a criminal offence.

181 The Committee notes that the CC has been consulting various stakeholders and intends to propose a set of legislative reforms in due course.

consider whether "management criminal liability" provisions should be introduced across the competition-law framework, drawing on the approach reflected in the FSD's proposed legislative amendments to fire safety offences. The idea is to ensure that senior personnel cannot shelter behind the corporate veil when cartel conduct is committed with their knowledge or acquiescence.

2161. Turning to pecuniary penalties, Section 93(3) of the CO caps the civil penalty for corporate bid-rigging at 10% of Hong Kong turnover for up to three years. For large syndicates, such fines may well be absorbed as a cost of doing business. **The Committee therefore recommends** that the Government consider the CC's recommendation to increase the maximum penalties in a meaningful way, so that they carry genuine deterrent force.

2162. Criminalising bid-rigging and related conduct will certainly deter unscrupulous players in the field from adopting various malpractices in bidding for BMR works in the future. However, given the covert nature of these malpractices, the high burden of proof and the more stringent rules of evidence in criminal proceedings, **the Committee recommends** that the Government consider adopting a dual-track system in tackling bid-rigging such as the Dual-Track Market Misconduct Regime (Enforcement) under the Securities and Futures Ordinance (Cap. 571) ("SFO").

2163. When addressing financial crime or market manipulation, the SFO establishes a dual-track system allowing the Securities and Futures Commission to handle infractions via either civil or criminal proceedings:

(i) The Civil Track through proceedings in the Market Misconduct Tribunal ("MMT") is governed by Part XIII of the SFO. The civil track handles cases on the civil standard of proof of a "balance of probabilities". The MMT can

issue civil sanctions such as disgorgement of profits, "cold shoulder" orders (banning individuals from the market), and director disqualifications.

(ii) The Criminal Track through proceedings in courts is governed by Part XIV of the SFO. This track is used for severe intentional misconduct and requires proving guilt "beyond a reasonable doubt". Convictions can lead to heavy criminal fines and imprisonment for up to 10 years.

2164. By adopting a similar dual-track system, the CC may initiate criminal proceedings in courts for more serious cases or cases with stronger evidential proof. On the other hand, it also gives the CC the option to commence civil proceedings in the CT against bid-manipulators when the evidence may not satisfy the high standard of proof required by the criminal courts. This approach would provide flexibility to the enforcement authority to deal with different sorts of cases each having its own complexity, whilst at the same time maintaining the maximum deterrence effect against relevant misconduct.

2165. Separately, other than the proposed measures to tighten control over building professionals, consultants and contractors, the Committee supports the DEVB's proposal to amend the BO such that the BA is vested with clear statutory power to deregister, and where appropriate permanently remove, the licences of RCs and PBPs convicted of bribery under the POBO or cartel conduct under the CO. Protracted disciplinary proceedings ought to be avoided where the underlying criminal conviction has already been established. **The Committee thereby makes the same recommendation accordingly**.

B3. Proxy, voting and building management issues

2166. As explained above, there is nothing wrong with the existence of a proxy voting system. For one reason or another, homeowners may not be able to attend owners' meetings in person, and so the proxy system is essential for the normal operation of building management affairs.

2167. Yet, the case of WF Court exposed the structural weakness in the BMO relating to the use of proxy votes. It made it all too easy for organised groups to manufacture quorums and push through inflated tenders without meaningful participation from the owners themselves.

2168. The Government responded to these concerns by publishing a consultation paper for the proposed amendments to the BMO ("BMO Consultation Paper") in August 2026. The consultation period ended on 11 September 2026. At the time of the submission of this Report, the Government has not released a summary of views received nor its proposed way forward.

2169. The major proposals in the BMO Consultation Paper can be summarised as follows:

(i) Decisions on large-scale maintenance works and high-value procurement: the Government is proposing a higher attendance requirement and voting thresholds for meetings concerning such works/procurement.

(ii) Large-scale maintenance procurement: the Government is proposing to:

(a) introduce a tiered system for quorum and voting-in-person thresholds, with the required quorum and voting-in-person thresholds increased in line with the procurement value amounts as shown as follows:

Average procurement value apportioned per flat in the works project	**Quorum for the meeting**	**Voting-in-person threshold**
HK$30,000	10%	5% or 100 owners (whichever is the lesser)
HK$80,000	15%	8% or 150 owners (whichever is the lesser)
HK$120,000	20%	10% or 200 owners (whichever is the lesser)

(b) require that a briefing session shall be convened prior to the owners' meeting for the large-scale maintenance procurement resolution, allowing owners to fully understand the details of the project;

(iii) Proxy vote: the Government is proposing to:

(a) impose a ceiling on the number of proxy votes a person may hold;

(b) require the public display within the building of a list of units whose owners have signed proxy votes, and making all instruments available for inspection by

owners prior to and at the owners' meetings concerned;

(c) with regard to any owners' meeting concerning large-scale maintenance procurement resolutions, add a section to the relevant proxy votes to allow owners to voluntarily specify their voting instructions to their proxies; and

(d) add a "declaration" section to the form of proxy vote to clearly state that making a false instrument constitutes a criminal offence and the associated penalties.

(iv) Declaration of interests: the Government is proposing to require the IOs to provide the works consultants and the contractors with designated declaration forms to disclose any conflict of interest between the two parties. Such declarations should be made publicly available to all homeowners. Any false declaration shall constitute a criminal offence.

(v) Meeting procedures: the Government is proposing to further clarify the arrangements for convening owners' meetings, agenda setting, and the cancellation, postponement or suspension of meetings, etc. to prevent manipulation by unscrupulous IOs or MC members.

2170. **The Committee agrees with the direction of these proposals and makes the same recommendations accordingly**. In fact, these proposals are in line with the recommendations made by the Legal Team in its closing submissions.

2171. Yet, the Committee would make the following additional observations.

2172. First, in setting the "voting-in-person" threshold and the ceiling on the number of proxy votes any person may hold, the right balance should be struck between preventing procurement outcomes from manipulation by a group of people (possibly with ill or misguided intentions) and the operability of owners' meetings. The Committee will leave it to the Government, taking into account the views received from the public consultation and in consultation with the industry as appropriate, to find the proper balance.

2173. Second, the integrity of the voting system depends very much on the genuineness of the proxy votes. The Government therefore proposes that the list of the units whose owners have submitted proxy votes be publicly displayed in a prominent area of the building for a certain period before the time for the holding of the owners' meeting, and that all proxy votes be made available for inspection by owners at the meeting itself. This would provide a meaningful opportunity to detect any proxy fraud before the owners' meeting. **The Committee further recommends** that the aforementioned list of proxy votes should include such information as the unit number, the registered owner's name (with suitable redaction to protect personal privacy as may be required), and the name of the appointed proxy holder (with suitable redaction to protect personal privacy as may be required). This can be promulgated by the PMSA through the issue of an appropriate Code of Conduct to the PMCs. Such transparency would make it difficult for organised syndicates to manipulate the outcome of the voting

process. The Committee would leave it to the Government to determine, after the consultation, the details of the matters to be displayed having regard to factors such as practicability and personal data privacy concerns.

2174. Third, the experience at WF Court shows how easily an unguarded proxy system can be abused. Proxy votes were dropped anonymously into a collection box a fortnight before the meeting, and they were not signed in the presence of the MC or ISS. At the Evidential Hearing, ISS's Property Officer, Madam Cheng Tsz Ying, accepted that the PMC's "verification" of proxy votes amounted to little more than an administrative box-ticking exercise: staff checked the unit number against the owner's name on a spreadsheet and did not examine the signature at all. There were no spot-calls, no identity checks, and no meaningful verification. It was a system built on trust, and trust alone.

2175. **The Committee therefore recommends** that the Government consider implementing a protocol to be observed by PMCs in verifying that the proxy votes are properly executed by the homeowners concerned. Again, this can be done by the issuance of an appropriate Code of Conduct by the PMSA.

2176. The details of the protocol can be settled after conducting appropriate consultation. Yet, the Committee would offer the following suggestions:

(i) A mandatory and random audit should be conducted of a defined proportion (say, 20%) of all submitted proxy votes. The PMC would call the registered homeowners, confirm verbally that the proxy votes were willingly executed, and record the call in an audit log.

(ii) If irregularities surface during the sample audit, the PMC will escalate to a full review of all proxies. Where fraud is suspected, the matter should be referred to the Police for investigation of potential forgery.

(iii) Proxy votes should be submitted in person by the homeowner at the management office as far as possible. Where a proxy vote is handed in by someone other than the homeowner, the office can require production of an identity document of that person and keep a brief record of it. If the collection-box method is to be retained, as noted above, the PMC should make verification calls to a random sample of homeowners whose proxy votes have been submitted.

(iv) If a PMC fails to carry out the required audit and fraudulent proxy votes are allowed to be cast, this would be a matter to be considered by the PMSA as to whether the PMC should face penalty, including suspension of service licence for the most serious cases.

2177. Fourth, the Legal Team has also suggested that the Government can consider moving towards to a fully funded, legally supported centralised digital voting system with the following key features:

(i) Statutory voting under the BMO for private renovations above a defined threshold (for example, HK$30,000 per flat) can be conducted through a single electronic portal rather than paper forms.

(ii) Homeowners would register and vote using a biometric identity system or unique passcode, ensuring that each ballot is tied to a verified individual.

(iii) For homeowners without smartphones, designated terminals in building lobbies can allow secure in-person voting using a physical HKID, removing the need for paper proxy votes altogether.

(iv) The system would timestamp and archive all votes, making proxy vote harvesting and falsification more difficult.

2178. Some members of the public have also suggested to make use of "iAM Smart" in assisting the IOs to collect proxy votes and/or implement digital voting.

2179. Whilst the use of technology should be encouraged, the Committee recognises that, apart from resource implications, it may not be easy to develop a system which can meet the needs of every IO or every procurement exercise. Readiness of homeowners to cope with the use of new technology, especially for the sizeable portion of elderly owners, is a factor which cannot be overlooked. Nevertheless, the Committee recommends that the Government study the feasibility of such an option as part of the reform in the long run.

2180. Fifth, to enhance the transparency of the MC membership and prevent infiltration by persons controlled by unscrupulous building professionals or RC, **the Committee recommends** that the membership of the MC be filed with the appropriate authorities through an electronic portal so that the authorities maintain up-to-date information at all times. Participation in a MC's work is not without its demands on time and effort.

Hence, if a person is found to be involved in multiple MCs, this should raise a red flag and the authorities should monitor whether any untoward motive or behaviour is involved.

2181. Sixth, in the Building Management (Amendment) Ordinance 2024 implemented in July 2025, the MC member and responsible persons (e.g. PMC staff) who have any pecuniary or other personal interest in a tender submitted for high-value procurements[182] are already required to declare interest. Going a step further, before building professionals and RCs under any MBIS project are engaged, **the Committee recommends** that each member of the MC and each staff member of the PMC who will be involved in the project should provide a statutory declaration of any pecuniary or personal interest in the bidding contractors and suppliers, with a warning stated in the declaration about the consequences of the making of false statement.

2182. Seventh, the Committee fully recognises that some of the measures mentioned above may cause inconvenience to the homeowners (such as in restricting the way they can give valid proxy votes in the future). They may also make it more difficult to convene an owners' meeting to pass the necessary resolutions for the execution of the BMR works required by the MBIS regime (such as the requirement of a certain percentage of in-person voting). However, the Committee would emphasise that it is the responsibility of all homeowners to take part in the management of building affairs. If more homeowners consider that it is also their duty to participate in owners' meetings to decide matters which directly affect them, it may not be necessary to adopt some of the safeguards mentioned above.

182 This includes large-scale maintenance procurement with, amongst other things, the average procurement value per flat in the works project exceeds, or is likely to exceed, HK$30,000.

2183. In the opinion of the Committee, the Government can adopt a strategic and phased approach to determine the measures to be taken at different stages of the reform. If some of the measures are implemented with sufficient rigour and prove effective (for example, those designed to clean up the BMR industry), it may not be necessary to adopt other measures which may have greater resource implications (for example, the establishment of the centralised electronic voting system) or cause inconvenience to homeowners (for example, the detailed monitoring of the manner in which homeowners give valid proxy votes). As the Committee sees it, the Steering Committee recommended to be established in the next sub-section should be given the mandate to decide on these strategic matters and to monitor the progress of the reform.

B4. Establishment of a Steering Committee to monitor the effect and the result of the reform

2184. Many of the recommendations above are targeted to create a healthy and clean BMR industry and to regain public confidence in the integrity of that industry. The Committee appreciates that the process will take time, and it would be unrealistic to expect that the infamous culture and malpractices in the BMR industry can change overnight. It also requires persistent vigilance on the part of the various regulatory authorities and law enforcers to tackle these problems. Consistent monitoring of the health of the BMR industry is therefore required.

2185. **The Committee therefore recommends** the establishment of a Steering Committee by the Government to monitor the effectiveness of the reform and the various aspects of the implementation of the MBIS regime. Unlike the Task Force(s) proposed in sub-section C11 of Chapter 12 (which provides a platform for interdepartmental oversight of individual MBIS projects at the execution level), this Steering Committee would focus on MBIS at the policy and overall scheme implementation level.

The Steering Committee should receive periodic reports from (i) departments/bodies concerned about the progress and effectiveness of the reforms, and (ii) the Law Enforcement Agencies as to whether the reforms have the effect of creating a healthy BMR sector in the long run. If the reforms have not achieved its desired result, the Steering Committee should consider what further measures should be undertaken. The Steering Committee should also report to the public (in appropriate manner) about the effect of the reforms from time to time.

2186. The Committee is also concerned that the lessons from the fire at WF Court would be neglected or forgotten with the passage of time. To ensure that the momentum for reform is maintained, **the Committee further recommends** that the Steering Committee should also review the effectiveness of the reforms relating to TOR1 matters. Further, the rapid development of technology may have a transformative impact on matters such as building materials, building procedures and firefighting capability. The Steering Committee should require the responsible Government departments to provide updates on these matters from time to time, so that it can ensure that Hong Kong's practices will keep up with the times and similar tragedy will not happen again in the future.

2187. The successful implementation of the MBIS regime does not merely concern the quality of works. It concerns regulation and monitoring of building professionals, consultants and contractors; management of installations and facilities (such as active and passive fire safety provisions, elevators, etc.); occupation safety and health of workers; management of building affairs; competitive market practices (in the form of procurement), etc.. Apart from Government bureaux and departments, public bodies (such as the ICAC, the CC and the URA) and the relevant professional bodies also have a role to play. Hence, the Steering Committee should be led by an officer at the level of Secretaries or Deputy

Secretaries of Departments to ensure high-level attention and effective coordination and collaboration within and outside the Government.

C. THE COMMITTEE'S VIEW ON THE ESTABLISHMENT OF A SEPARATE STATUTORY INSTITUTION TO OVERSEE BMR WORKS

2188. The Committee cannot complete this Report without mentioning its view on the proposal to establish a centralised institution, statutory or non-statutory, to oversee matters relating to the execution of large-scale BMR works in Hong Kong.

2189. Over the past few months, the Committee has noted various proposals from different sectors on how assistance to homeowners can be enhanced. The underlying objective is to provide professional, trustworthy, independent and well-regulated services to help homeowners in overseeing BMR projects, so that homeowners know that the works are competently executed and that the contributions paid for the BMR works are fair. Accordingly, calls have been made for the establishment of a centralised institution ("the Proposed Institution"), such as the BRMA proposed by the HKIS.

2190. Different views have been expressed by the public regarding the precise function of the Proposed Institution. First, it has been suggested that the Proposed Institution should take up the function of supervising and enforcing the regulatory regimes governing all building works control and safety issues relating to the execution of large-scale BMR works (Supervision Function). Second, others proposed that the Proposed Institution should carry out the large-scale BMR works itself, so that homeowners do not need to engage private consultants and contractors to carry out such works (Execution Function). Third, it has been suggested that the Proposed Institution should carry out effective monitoring of the

tendering process of large-scale BMR works, which is essentially the function that would be discharged by the New Operator of the Enhanced Support Service (Monitoring Function).

2191. Any structural and institutional changes would have considerable policy and resource implications (both in terms of human and financial resources). Accordingly, these matters should be left to the Government to decide having conducted the appropriate consultations. However, the Committee has the following preliminary observations to make:

(i) Some members of the public have proposed that the Proposed Institution be a one-stop solution, which means that it will carry out more than one or even all the functions mentioned above. The idea appears to be that, under such proposal, homeowners would only need to deal with one institution and would not need to worry about the details of the execution of large-scale BMR works. However, the Committee considers that, as a matter of principle, the Proposed Institution cannot carry out both the Supervision Function and the Execution Function at the same time. There will be a conflict of roles, and it cannot be right that the Proposed Institution would be supervising the BMR works executed by the institution itself. The same rationale applies as to why the Proposed Institution cannot discharge both the Monitoring Function and the Execution Function simultaneously.

(ii) Where the Proposed Institution is only required to discharge the Supervision Function, it may have the advantage of having only one institution responsible for supervising all BMR-related safety concerns (including fire and other risks

resulting from the execution of the BMR works) and enforcing the relevant regulatory regimes. However, the Committee considers that the option of establishing the Task Force(s) as mentioned in Chapter 12 could achieve the same result and would indeed be a more tailored approach targeted at the project level. Establishing the Proposed Institution for the purpose of discharging the Supervision Function would probably mean that personnel with relevant experience from various departments (such as the FSD, the BD, the ICU, and the LD) will have to be seconded to the new Proposed Institution. The Committee is concerned that the situation observed with the ICU in the present case will repeat itself, as seconded officers may no longer remain familiar with the updated practices of their home departments after joining the Proposed Institution.

(iii) Where the Proposed Institution is only required to discharge the Execution Function, it would mean that a public institution would take over from private building contractors in carrying out BMR works. Such proposal would involve the interests of various stakeholders including private building professionals, frontline construction workers and numerous homeowners. Such option cannot be adopted unless the community can reach a degree of consensus on the issue. It would also mean that the Proposed Institution will have to bear the legal liabilities associated with the execution of the BMR works.

(iv) In Section B above, consideration has been given to: (a) the rationale for strengthening and expanding the monitoring function of the Independent Consultant under the Enhanced Support Service; and (b) whether such monitoring function

should continue to be undertaken by private consultancy firms, the New Operator, or a separate public institution. As the Committee sees it, it is possible for this expanded function (i.e. the Monitoring Function) to be undertaken by a dedicated entity like the Proposed Institution. The new institution would start with a clear mandate and a clean slate. It would also send a clear signal to the community that the Government means business. However, establishing a new institution may take time and can be more costly. The Proposed Institution may need to build up its own experience in dealing with MBIS projects and associated matters. The final decision would need to strike a balance between the competing considerations.

2192. If the establishment of the Proposed Institution is found to be the best way forward, whether it should require statutory backing would depend on the functions to be undertaken by it. For example, an institution with Supervision Function would need statutory backing, whilst one with only the Monitoring Function or Execution Function may not need statutory backing.

2193. In the absence of any social consensus on the undertaking of the Execution Function by the public sector, it seems that the Proposed Institution should only undertake the Monitoring Function as mentioned above. However, creating an institution of this scale would raise complex issues of regulatory design, resourcing, and institutional overlap. Accordingly, the Committee does not consider it appropriate to make any concrete recommendation on the establishment of the centralised institution. The Committee would leave this matter for further consideration and study by the Government.

2194. The Committee wishes to stress that the expanded Monitoring Function is important in spotting any bid-manipulation or irregularities in the tendering process. Irrespective of whether such function is to be discharged by the URA, a New Operator or a Proposed Institution, such entity should be given a clear mandate and sufficient resources to perform its work. At the end of the day, substance is more important than form.

CHAPTER 16
CONCLUSION

2195. This marks the conclusion of the work of the Committee.

2196. The conduct of the Inquiry in the past months has been a painful journey for many of us. For the bereaved and the survivors, they had to hear the truth of what happened to WF Court and their loved ones on that tragic day. With anger and pain, they also found out who were responsible for the loss of their loved ones and homes. For the different contractors involved, they had to answer the accusations as to why they allowed the tragic event to occur. For the different regulators, they had to answer the allegations as to why they could not have prevented the occurrence of the fire or the resulting high casualty. For the Committee, it had to deal with a lot of emotions in the Evidential Hearing, make some difficult decisions at various stages of the Inquiry and complete the investigation as required by the TOR within a tight timeframe.

2197. To many of us, the tragic fire would be a life-changing event. For the 1,984 displaced households and their families, their lives were upended in a single afternoon.

2198. This Report will be part of the official records about one of most devastating fires in the history of Hong Kong. Though there are limits as to what a public inquiry can achieve, the Committee hopes that this Report would provide the answers as to what happened on the day of the fire and why it happened. The public is entitled to know why a multi-million dollar BMR project would end up in a loss of 168 lives and the uprooting of 1,984 households.

2199. This Inquiry will provide a solid foundation for accountability, reform and legal consequences that follow, all of which are vital to healing our wounds and moving forward from such a tragic event.

2200. The Committee also hopes that this Report can transform the mindsets of various stakeholders in this Inquiry. The safety issues associated with the execution of BMR works should be the joint responsibility of all the stakeholders including the building professionals and workers, the fire safety engineering professionals, the property management professionals, the regulators, the fire services, the IOs (including the MCs) and the homeowners. Unless there is a fundamental change in the mindsets of all these stakeholders, there is a serious possibility of history repeating itself in the future.

2201. The lessons of this tragedy are painful. It is only through confronting them that we can make our home a safer place. As mentioned in the opening chapter, the most fitting memorial to those who died is to transform our grief into enduring protection for the living. Nothing honours them more than taking the lessons of the WF Court inferno to heart, and acting without delay in plugging the loopholes in the regimes of BMR works and fire safety, so that no one else will ever endure such kind of tragedy again.

2202. The fire has been put out, but the reform has only just begun. Looking ahead, the Committee hopes that this Inquiry will mark the start of a new chapter in Hong Kong — one dedicated to building up a clean and healthy BMR industry, nurturing professionals to discharge their duties with the highest ethical and professional standards, and promoting a more "people-centred" and safety-conscious mindset amongst the civil servants.

2203. The Committee concludes this Report by once again paying tribute to the 168 people who perished in the fire, amongst them Fireman Ho, who gave his life in the line of duty. A list of the deceased should form part of the Committee's formal records. We honour their memory. May the departed rest in peace, and may the living find solace and strength.

AU Kit-ching
AU Yiu-fai
AU Yuet-ying
CHAN Bou-ting
CHAN Chu-kai
CHAN Hoi-wai
CHAN Hon-bill
CHAN Kam-keung
CHAN Leung-bun
CHAN Man-ling
CHAN Tak-sun
CHAN Yiu-ki
CHAU Siu-kuen
CHENG CHOE Yung-soo
CHENG Hui-kiu
CHENG Kwai-heung
CHENG Yuk-chee
CHEUK Sai-fung
CHEUNG Man-hei
CHEUNG Mei-fan Betty
CHEUNG Pik-kuen
CHEUNG Siu-ling Carry
CHEUNG Sum-yuet
CHEUNG Tai-bun
CHIANG Ping-woon
CHIANG Wing-kam
CHIU Yuet-ngor
CHOI Lai-ping
CHOI Man-ying
CHOI Suet-chun
CHOI Wing-tak
CHONG Shiu-ki
CHOW Wing-kwong
CHOY Sheung-him
CHU Cheuk-kuen
CHUNG Kan-hoe
CHUNG Sau-chun
CHUNG Siu-king
CHUNG Yin-wah
DARWATI

DINA-MARTIANA
ERAWATI
ESTEBAN Maryan Pascual
HO Mee-bo
HO Suk-fun Hester
HO Tsz-yan
HO Wah-sing
HO Wai-ho
HON Kit-ling
HUA Hao-ngoc
HUANG Hsiu-fei
HUNG King-leong
HUNG Wai-heung
IEONG Vun-ieng
IP Ka-lee
IP Lai-man
IP Ping-tau
KAM Kit-ying
KEE Lai-ming
KO Kam-seung
KO Mei-ling
KONG King-tin
KWOK Wai-yan Sandy
LAI Chi-kwong
LAI Hoi-ki
LAI Kam-hung
LAI Nai-yuet
LAM Fong
LAM San-nog
LAM Sheung
LAU Ding-kar
LAU Man-kong
LAU Mei-kam
LAU Sau-yin
LAU Yuen-min
LAW Mei-ying
LAW Shui-sin
LEE Chuen-cheung
LEE Chun-man
LEE Fong-yau
LEE Fung
LEE Lai-chu
LEE Lai-man
LEE Sit-ming
LEE Yan-wing
LEUNG Lai-ching
LEUNG Pik-see
LEUNG Sek-ho
LEUNG Soo-mui
LEUNG Yin-wah

LI Kin-yuk
LI Koon-wah
LI Kwok-wai
LI Ping-wai
LIN Chi-fai
LIU Chunye
LIU Sau-fong
LO Cheuk-ming
LO Ying
LUI Kin-cheung
MAK Lo-yan
MAK Wai-lan
MAN Ho-fai Lawrence
MIU Siu-king
MO Suet-lin
MOK Ka-bo
MOK Kam-lam
NG Kam-ha
NG Wai-chun
NG Wan-ho
NG Woon-chi
NG Yuk-chun
NOVITA
PAK Shui-lin
POON Kim-ngan
PUN Kai-fong
SHEK Kwai-fong
SIN Lai-fun
SING Suk-ching
SITI FATONAH
SITI-KHOTIMAH
SO Siu-hung Peter
SO Wai-fan Philip
SO Wing-kuen
SO Yan-yip
SRI-WAHYUNI
TAM Hoi-sing
TAM Hong-chung
TAM Lai-mai
TAM Wei-ping
TAM Yun-shong
TANG Suk-ching
TANG Suk-ping
TANG Tat-yi
TANG Wai-yin
TANG Yan-tung
TANG Yuk-ping
TO Yuen-chuen
TONG Yim-fong
TSANG Lai-hing

TSANG Lai-wah	WONG Yan-cho
TSANG Wai-han	WU Yiu-fai
TSANG Yuet-oi	XUE Aihua
TSANG Yuk-may	YAM Kuen
WIDYANA Desy	YAM Ting
WONG Hang-mui	YAN Pun-hing
WONG Ka-sing	YASMIATI
WONG Kam-wah	YEUNG Lai-sim
WONG Lai-kuen	YEUNG Suk-hing
WONG Mei-mei	YEUNG Tung-ying
WONG Po-ying	YIP Pik-yi
WONG Sau-wan	YIU Wing-lung
WONG Sze-yee	YU So-ying
WONG Wai-ching	YUEN Shiu-cheung

(in alphabetical order)

The Honourable Mr Justice David Lok	The Honourable Mr Chan Kin-por, GBM, GBS, JP	Dr Rex Auyeung Pak-kuen, GBS, JP

22 October 2026

ANNEXES

Annex 1

Summary List of Recommendations

(Note: Some of the recommendations (such as recommendations relating to the statutory control of building professionals and contractors) are applicable to both TOR1 and TOR2 matters)

For TOR1 Matters (Chapter 12)

A.	**Recommendations for Immediate Implementation**	Para
I.	Immediate ban on use of combustible temporary materials on high-risk façades	
1.	Impose an immediate prohibition on the use of combustible temporary materials (such as non-fire-retardant safety nets and plastic sheeting, foam boards) in or adjacent to re-entrant spaces.	1625
2.	Impose an immediate prohibition on the storage of flammable temporary materials, timber planks, or structural scaffolding materials above ground level exits.	1625
3.	Impose an immediate prohibition on the use of combustible materials (such as foam boards) on windows and external walls.	1625

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II.	Immediate ban on access openings	
4.	Impose an immediate prohibition on the use of access openings at all means of escape, including staircases and lift lobbies. If access openings cannot be avoided, any such opening in escape staircases should be protected by a temporary fire barrier with a fire rating property equivalent to that of the original provision pursuant to the BD's 16 March 2026 circular letter.	1630
5.	Require all windows at means of escape be fitted with fire-rated glazing or fire-resistant glass meeting specified standards to prevent burn-through and smoke or heat ingress.	1630
6.	Some older buildings retain staircase windows with upper ventilation panels that can be opened as well as lift lobbies with openable windows. For these, a temporary warning should be issued by the Government to require to keep these windows closed, and in the longer term, a review should be undertaken to determine whether they should be replaced with sealed, fire-rated windows.	1631
III.	Immediate implementation of staged external wall repairs across multi-building estates	
7.	For large-scale renovations involving more than one building, require all repair of external walls be carried out in phases.	1632

B.	**Recommendations for Long-Term and Systemic Policy Reforms**	
I.	Fire-safety testing and accreditation of construction materials	
8.	Expand the testing regime to include surprise inspections and independent verification of all laboratory certificates through laboratories designated by the Government and accredited under HOKLAS or by other accreditation bodies which have reached mutual recognition arrangements with HOKLAS.	1637
9.	Subject all temporary vertical wrapping materials (including plastic sheeting, tarpaulins and toe boards) to the same rigorous testing and certification standards as safety nets.	1637
10.	Prohibit the use of on-site lighter tests as evidence of compliance with fire performance standards. Verification of fire performance must rely exclusively on the testing by accredited HOKLAS laboratories or by laboratories accredited by other accreditation bodies which have reached mutual recognition arrangements with HOKLAS.	1637

11.	In addition to the new measures introduced in the PRNC 85, consider: (i) what further safeguards should be put in place to ensure that the material tested in the laboratory is the same material ultimately installed on the façade; and (ii) how best to reduce the risk for contractors to abuse the notice period as set out under PRNC 85.	1638, 1639
II.	Regulation of the fire-retardant property of all the temporary building materials used in the execution of BMR works	
12.	Conduct a review of the fire-retardancy standards in respect of all "temporary building materials" used on the façade of the buildings, and to provide more concrete and clear standards for the building professionals to follow in the selection of appropriate temporary building materials.	1641
III.	Bamboo and plastic nets: potential transition to non-combustible materials in appropriate scenarios	
13.	Explore (with appropriate financial or other support measures where necessary) a potential transition from traditional bamboo scaffolding and combustible plastic wraps to other alternatives such as metal scaffolding, subject to site compatibility.	1644

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IV.	Fire safety systems and SDNs	
14.	Support the Government's proposal to legislate that no major FSIs may be deactivated during a specified period at night without prior written statutory approval from the DFS.	1648
15.	Whilst RFSICs may apply for extensions for SDNs (14 days per extension), impose a cap of 60 days on the cumulative shutdown period of a major FSI, with reasons given and scrutinised by the FSD.	1648
16.	Legislate a new offence penalising any RFSIC who submits an SDN or signs an FS251 certificate for works they did not personally execute or directly supervise.	1648
17.	Support the Government's proposal to introduce management criminal liability for the PMCs under a statutory "FSI Responsible Persons" regime.	1648
18.	Support the Government's measure to mandate the use of tamper-evident seals for all high-rise FSI pump rooms.	1648
19.	Require prominent, engraved red warning labels on FSI electrical panels.	1648
20.	Issue an FSD circular making it a disciplinary offence for an RFSIC to permit or execute a master power shutdown where pump-level isolation would suffice.	1648

21.	Support the Government's proposal to increase the pecuniary penalty under Regulation 8 of the FS(I&E)R (Cap. 95B) for any unregistered individual who switches off or alters a building's primary FSI systems, and make the offence punishable by imprisonment.	1648
22.	Legislate for: (i) raising the maximum penalty for issuing false or misleading FS251 certificates and making the offence punishable by imprisonment; (ii) implementing provisions under which directors, AS and qualified persons are personally liable if an FSI offence is committed with their consent, connivance, neglect or omission; and (iii) abolishing permanent RFSIC licences and transitioning to mandatory periodic renewals every five years subject to strict vetting by the Police and ICAC.	1649
23.	Amend the FS(I&E)R to introduce a statutory duty for any RFSIC, qualified person or registered technician to notify the FSD within a specified period if they discover that a major FSI is disabled.	1651

24.	Under FSD's new electronic submission system, require: (i) the uploading of the completed checklist as a mandatory attachment alongside the FS251 cover sheet; and (ii) the FSD to audit these checklists.	1653
25.	Where a major FSI in high-rise building is shut down or found defective, require the reporting to FSD of any interim inspection or incomplete repair status electronically within 24 hours.	1653
26.	Require the FSD to review its protocols and implement a robust FS251 audit system.	1653
V.	Case-specific engineering risk management in appropriate cases	
27.	Empower the FSD to direct high-rise renovation projects, particularly those undertaken while residents remain in occupation, to undergo a case-specific engineering risk assessment where the circumstances warrant it.	1657

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VI.	Smoking ban at construction and BMR	
a.	*Further legislative amendments*	
28.	In the longer run and having considered the effectiveness of the amended Regulation 53 of the Construction Sites (Safety) Regulations (Cap. 59I), consider replacing the "*take all reasonable steps*" standard with something similar to the existing strict liability offences under Section 11 of the Occupational Safety and Health (Display Screen Equipment) Regulation (Cap. 509B).	1663
29.	Require the principal contractor to: (i) conduct a fire safety induction for every worker entering the site and hold weekly briefings focused exclusively on the smoking ban, and (ii) maintain written logs of these briefings, signed by workers, and make available to the LD's inspectors during random audits.	1663
30.	Any contractor or subcontractor convicted under the amended Regulation 53 under the Construction Sites (Safety) Regulations, or whose workers receive multiple fixed penalty notices on a single site, should automatically accrue demerit points on a centralised database managed by the BD. This safety record should be linked directly to the bidding platform of Enhanced Support Service for tendering.	1663

31.	Subject to the effectiveness of the amended Regulation 53 under the Construction Sites (Safety) Regulations, further increase the pecuniary penalty for violation of Regulation 53 by contractors for an even greater deterrent effect.	1663
b.	*Drone-based aerial surveillance*	
32.	Support the Government's proposal to deploy drone-based aerial surveillance to detect construction site smoking, subject to personal privacy consideration of residents still residing in the building.	1664
33.	Equip drones used for safety surveillance with thermal-imaging capability rather than relying solely on standard visual cameras.	1666
c.	*Photographic and video evidence of smoking*	
34.	Accept photographic and video evidence of smoking at construction sites when enforcing the new legislation on smoking offences and issuing a fixed penalty notice.	1667
VII.	Amendments to the BO (Cap. 123) (and associated legislation)	
35.	Support the Government's proposal to amend the B(C)R (Cap. 123Q) to grant the BA the power to prescribe strict requirements for temporary precautionary measures, fire safety distances between buildings, and specified construction materials.	1673

36.	Consider amending the B(C)R, providing the BA with express statutory power to dictate what materials may be used for temporary precautionary measures under Section 16.	1676
37.	Support the Government's proposal to amend the B(MW)R (Cap. 123N) for the immediate upgrade of large-scale façade maintenance and whole-building renovation projects from Class II Minor Works MW to Class I MW.	1677
38.	Consider whether there should be a separate building works control system specifically designed for supervising the execution of large-scale BMR works.	1680
39.	Introduce a direct criminal offence within the BO that penalises registered building professionals or contractors who use or approve temporary protective materials that fail to comply with statutory fire safety standards.	1681
40.	Consider measures to treat semi-enclosed architectural re-entrants with the same strict fire safety rules applied to internal vertical shafts (such as lift wells) and ban or impose stringent regulations over combustible temporary works within these thermodynamic channels.	1685

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VIII.	Strengthened regulation of registered building professionals and contractors	
a.	*Reforming the MBIS and elevating the role of RIs*	
41.	Legislate to prohibit the delegation of critical milestone inspections by RIs to junior representatives, and make it clear that the statutory duty of site supervision is personal and non-delegable.	1689
42.	Consider requiring the RIs to provide regular, periodic supervision records to the BD or the ICU and conduct physical meetings with the BD or the ICU at shorter intervals so as to capture emerging risks.	1691
43.	Establish a fast-track training and accreditation programme to enable qualified, ethical younger professionals to enter the MBIS market.	1693
b.	*Overhauling registration, licensing, and disciplinary regimes*	
44.	Drawing reference from the FSD's new 5-year renewal model, require RGBCs, RMWCs and building professionals (RIs, APs and RSEs) to be subject to periodic renewal of registration status.	1696
45.	Extend disciplinary liability and prosecution personally to the contractor's AS, Technical Directors and supervising professionals (APs and RIs).	1699

46.	Support the Government's proposal as follows to revise the legislative scheme governing building works: (i) to raise the maximum criminal penalty from HK$1 million to HK$10 million for registered building professionals or contractors whose direct involvement in construction works causes serious injury or death. (ii) to raise the Disciplinary Board's maximum fine from HK$250,000 to HK$400,000, and empower it to issue multiple sanctions simultaneously (such as a heavy fine together with removal from the register). (iii) for large-scale repairs, to require supervision by third-party professionals and the prior submission of prescribed plans and supervision plans to the BA before any work can begin.	1700
47.	Further increase the maximum disciplinary fine under the BO for corporations, reflecting the gravity of life-safety risks in occupied renovations.	1702
48.	Adopt the FSD's streamlined paper-disposal and in-absentia proceeding rules as set out in its consultation paper of May 2026 to prevent contractors and building professionals from prolonging disciplinary investigations through deliberate procedural delay.	1703

c.	*Unified disciplinary database*	
49.	Supports the Government's proposal to explore a centralised processing system to capture malpractice findings and convictions, enabling departments to share information in real time.	1705
50.	Extend the BD's professional referral system so that all criminal convictions under the BO are automatically referred to the professional registration boards (architects, engineers, and surveyors) to accelerate professional disbarment.	1707
IX.	Use of smarter technology	
51.	Increase the use of automated site-safety monitoring technologies in respect of fire risks.	1708
52.	Consider deploying real-time monitoring systems and digital three-dimensional models at high-risk sites.	1709
53.	Consider supporting development of dedicated mobile applications for individual high-rise estates for use as a personal alert, reporting and warning portal for residents.	1709

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X.	Complaints, inspections and other governmental practices	
a.	*The ICU and the BD*	
54.	Abolish all pre-arranged scheduling or liaison notices for material safety audits and complaint investigations, save where prior notice is strictly necessary.	1714
55.	Establish a minimum physical inspection rate for the BD and the ICU. The BD should promulgate clear internal guidelines to require a sizeable and meaningful portion of all BMR works involving external scaffolding to undergo mandatory site inspections during the active construction phase.	1718
56.	Abolish the ICU's fixed monthly cap of 16 audit cases for MBIS random audit checks and revise its practice to align with the BD's practice.	1720
57.	Review the ICU's complaints handling policies and its practice in examining MW01 forms.	1722
b.	*The FSD*	
58.	Require the FSD to physically examine the relevant FSIs and actively verify and, if necessary, test them, when notices about deactivation of major FSIs are received.	1725

59.	Require the FSD to review its complaints-handling policies to ensure that all fire-safety complaints (including those concerning combustible materials, smoking, and fire escape obstructions) trigger timely and substantive inspection.	1727
c.	*The LD*	
60.	Require the LD to reconsider its position on foam boards, scaffolding nets and other temporary materials used on external walls, and address risks posed by temporary materials that endanger workers and incorporate them into its inspection and enforcement framework.	1729
61.	Require the LD to consider refining its approach on inspections, particularly its assessment on "risk".	1730
XI.	Enhanced co-operation among Government bodies	
62.	Establish inter-departmental task force(s) so that all relevant departments can become aware of and promptly deal with works-related risks and other matters of concern for each MBIS project, and coordinate and keep track of progress of follow-up actions.	1733
63.	Strengthen digital integration and information-sharing insofar as MBIS projects are concerned amongst the BD, the ICU, the FSD and the LD.	1737

64.	Record all consultations between the BD and the ICU in a central database.	1739
65.	Require the ICU to draw the BD's attention to issues arising on particular MBIS projects, especially those touching on fire safety concerns, through an appropriate platform, and the BD to promptly update the ICU on any material changes in its policies, such as those pertaining to site safety inspections.	1740
66.	Require the BD to exercise its audit function under Clause 3.2 of its MOU with the ICU by conducting regular, documented audits of the ICU's MBIS work.	1741
67.	Require the BD and the FSD to jointly issue a public memorandum setting out their respective responsibilities for fire-safety enforcement, including both active and passive fire safety provisions and construction materials.	1742
68.	Consider establishing a "Unified Drone Safety Fleet" for share use by the LD, the BD and the ICU to monitor fire risks associated with BMR works.	1745

C.	**Recommendations for Firefighting and Evacuation Operations, Equipment Provided to Firefighters and Procedures Handling Emergency Calls and Requests for Assistance**	
I.	Firefighting tactics and deployment of resources	
69.	Require the FSD to develop specific protocols and new tactics for responding to façade fire in the future.	1751
70.	Require the FSD to conduct a specific review of its fire alarm level system in relation to buildings undergoing large-scale BMR works and the associated pre-determined attendance of fire services personnel and appliances.	1752
71.	Require the FSD to continue to keep close track of the development of various technology such as artificial intelligence, robotic firefighting systems, drone-based firefighting and warning broadcasting systems, aerial rescue vehicles and aerial ladders appliances.	1753
72.	Require the FSD to continue its effort to maintain engagement with its Greater Bay Area and international counterparts in sharing their experiences in the latest firefighting technology and tactics.	1754

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II.	Evacuation of occupants in buildings	
73.	Require the FSD and the Police to conduct a review of their protocol in evacuating residents in buildings which would be endangered by fire in close-by buildings.	1755
74.	Require the FSD, the Police and the Security Bureau to conduct a review of the procedures as to how to inform the occupants of any fire (or any other calamity) in the case of the FAS failure.	1756
75.	Draw up a protocol for the future use of the EAS so that district-based emergency messages can be sent out to those in need as promptly as possible.	1757
III.	Handling of emergency calls and assistance requests	
76.	Require the FSD and the Police to conduct a review of the procedures to handle emergency calls and requests for assistance and to increase the training of the relevant personnel.	1759
77.	Require the FSD and the Police to upgrade and modernise their communication systems to facilitate the communications between the FSCC and the frontline staff and between the FSD and the Police, and to minimise manual processing of information in the process.	1760

IV.	Operation procedures for firemen entering fire scene and equipment locating firemen in distress	
78.	Require the FSD to take the following measures to improve the operation procedures for firemen entering the fire scene: (i) review its operation procedures in trying to avoid the separation of fire crew members in carrying out firefighting and rescue operations; (ii) help fire crew members to get better orientation of the fire scene; and (iii) review its operation procedures in establishing proper Entry Control Point to keep track of the firefighters entering the fire scene.	1761
79.	Require the FSD to acquire appropriate and updated equipment to help keep track of the movement of the fire crew members in the fire scene.	1762

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For TOR2 Matters (Chapter 15)

I. Market integrity and gatekeeping		Para
a.	*Enhanced Support Service to Homeowners*	
80.	Support the Government's proposal about provision of enhanced support service to homeowners in carrying out MBIS projects in the areas of tendering and project supervision ("the Enhanced Support Service").	2100
81.	Give the operator of the Enhanced Support Service ("New Operator") a clear mandate and with the support of adequate resources to combat bid-manipulation and other similar malpractices in the tendering process of MBIS projects.	2107
82.	Consider broadening the reach of the Enhanced Support Service to cover homeowners who are required to carry out BMR works under the MBIS but are not receiving public subsidy for such works.	2108
83.	The New Operator should implement technological solutions to detect bid-rigging and other misconduct algorithmically.	2109
84.	The HAD and the New Operator should work together in providing more technical support to homeowners to help them navigate the technical, financial, and legal complexities of large-scale BMR works.	2111

b.	*Independent Consultant*	
85.	Consider whether firms wishing to join the New Operator roster of Independent Consultants, which provide independent third-party professional advice to homeowners, should be subject to a clearer separation of roles.	2112
86.	Expand the scope of the vetting function (whether through Independent Consultants or otherwise) to include mandatory integrity-vetting duties.	2115
87.	Consider whether, in the longer term, independent vetting should be conducted in-house by the New Operator, using salaried public professionals.	2116
c.	*Pre-Qualified Lists (for consultants and contractors)*	
88.	Support the Government's compilation of three "Pre-Qualified Lists", separating inspection consultants, supervision consultants, and building works contractors, under the Enhanced Support Service.	2120
89.	The Government should consider mechanisms to ensure real-time information-sharing among departments of data on the integrity and past-performance of consultants and contractors.	2126

90.	Deploy AI and other appropriate technology to detect any red flags from the information and to alert the regulators to any irregularities or misconduct in the tendering process.	2127
91.	Bar any practitioner facing disciplinary action of the relevant professional bodies from bidding until their standing is restored.	2128
d.	*Efforts to build a healthy BMR industry*	
92.	The Law Enforcement Agencies should devote more resources to fight against triads, in particular in eradicating their involvement in the BMR industry.	2131
93.	The Government and the relevant professional bodies should make a joint effort to encourage more clean consultants and contractors to take up BMR projects. For example, well-established and reputable contractors should be invited, with incentives given as may be appropriate, to take up works in the BMR sector. Professional bodies such as the Hong Kong Institute of Architects, the Hong Kong Institution of Engineers, and the Hong King Institute of Surveyors should also be encouraged to take an active part in restoring the confidence of the public in their respective professions.	2132, 2133

e.	*Pre-commencement conflict of interest declarations for professional consultants (RI or AP), and independent supervision*	
94.	Amend the BO so that RIs and APs must declare the absence of any conflict of interest before repair works commence, and elevate this pre-commencement declaration to the status of a statutory declaration under Section 36 of the Crimes Ordinance (Cap. 200).	2135, 2136
95.	Under the Enhanced Support Service, bar any RI or project consultant pre-qualified to conduct the initial building inspection from (i) assuming the role of supervising or executing the subsequent repair works; and (ii) holding any corporate or personal relationship with the appointed works contractor for that *same* estate or building.	2137
f.	*Fee-scales, vetting, and standardised bills of quantities*	
96.	The New Operator should publish price information (if possible including breakdown by cost items) relating to BMR works that have already been completed.	2141
97.	Consider adopting a more structured approach in identifying and testing unusually low bids for consultant and contractor tenders.	2143
98.	Consider whether standardised "Bills of Quantities" should be incorporated into the tender under the Enhanced Support Service.	2145

g.	*Statutory integration of enhanced Non-Collusion Clauses and Non-Collusive Tendering Certificates and oaths regarding bidders*	
99.	Consider amending the BMO so that any tender for all large-scale BMR works (whether in the private or public sector) must enclose a properly executed statutory declaration confirming compliance with the CC's model NCC and NCTC.	2149
II.	Enhanced Legal Deterrence & Professional Discipline	
a.	*Evidentiary issues under the CO*	
100.	Consider whether the existing legislation (e.g. Section 93 of the CO) should be amended to make clear that the civil standard (i.e. the balance of probabilities) applies in proceedings before the CT.	2153
101.	Consider introducing express statutory presumptions, drawing on established overseas jurisprudence.	2154
102.	Consider amending the CO so that if a contractor wishes to argue they disclosed their collusive deal to the homeowners, the burden of proof lies on the contractor to prove that positive disclosure.	2156

b.	*Criminalising bid-rigging, personal liability, turnover-linked fines, dual-track system and deregistration*	
103.	Any criminal offence should be drafted broadly enough to capture all conduct that aims to influence the outcome of a tender, rather than focusing solely on the narrow statutory definition of bid-rigging.	2159
104.	Consider whether "management criminal liability" provisions should be introduced across the competition-law framework, drawing on the approach reflected in the FSD's proposed legislative amendments to fire safety offences.	2160
105.	Consider increasing the maximum penalties under Section 93(3) of the CO for civil penalty for corporate bid-rigging.	2161
106.	Consider adopting a dual-track system in tackling bid-rigging such as the Dual-Track Market Misconduct Regime (Enforcement) under the SFO (Cap. 571).	2162
107.	Amend the BO such that the BA is vested with clear statutory power to deregister, and where appropriate permanently remove, the licences of RCs and PBPs convicted of bribery under the POBO or cartel conduct under the CO.	2165

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III.	Proxy, voting and building management issues	
108.	Support the Government's proposal to require higher attendance and voting thresholds for meetings concerning decisions on large-scale maintenance works and high-value procurement.	2169
109.	Support the Government's proposal to introduce a tiered system for quorum and voting-in-person thresholds for large-scale maintenance procurement, with the required quorum and voting-in-person thresholds increased in line with the procurement value amounts.	2169
110.	Support the Government's proposal to require that a briefing session shall be convened prior to the owners' meeting for the large-scale maintenance procurement resolution.	2169
111.	Support the Government's proposal to impose a ceiling on the number of proxy votes a person may hold.	2169
112.	Support the Government's proposal to require the public display within the building of a list of units whose owners have signed proxy votes, and making all instruments available for inspection by owners prior to and at the owners' meetings concerned. The list should suitably provide such information as the unit number, the registered owner's name, and the name of the appointed proxy holder.	2169, 2173

113.	Support the Government's proposal to add a section to the relevant proxy votes to allow owners to voluntarily specify their voting instructions to their proxies, with regard to any owners' meeting concerning large-scale maintenance procurement resolutions.	2169
114.	Support the Government's proposal to add a "declaration" section to the form of proxy vote to clearly state that making a false instrument constitutes a criminal offence and the associated penalties.	2169
115.	Support the Government's proposal to require the IOs to provide the works consultants and the contractors with designated declaration forms to disclose any conflict of interest between the two parties.	2169
116.	Support the Government's proposal to further clarify the arrangements for convening owners' meetings, agenda setting, and the cancellation, postponement or suspension of meetings.	2169
117.	Strengthen the verification of the validity of proxy votes. Implement a protocol to be observed by PMCs in verifying that the proxy votes are properly executed by the homeowners concerned. Also, study the feasibility of making use of digital system to collect proxy votes and/or for voting as part of the reform in the long run.	2175-2178

118.	Require the filing of the membership of MC with the appropriate authorities through an electronic portal so that the authorities maintain up-to-date information at all times.	2180
119.	Before building professionals and RCs under any MBIS project are engaged, require each member of the MC and each staff member of the PMC who will be involved in the project to provide a statutory declaration of any pecuniary or personal interest in the bidding contractors and suppliers.	2181
IV.	Establishment of a Steering Committee to monitor the effect and the result of the reform	
120.	Establish a Steering Committee, led by an officer at the level of Secretaries or Deputy Secretaries of Departments, to monitor the effectiveness of the reform introduced after the WF Court fire and the various aspects of the implementation of the MBIS regime on a continuous basis, and to come up with new reform if the need so arises.	2186, 2187

Annex 2

List of Government bureaux/departments and other organisations providing support to the Evidential Hearing
(in alphabetical order)

- Administration Wing
- Architectural Services Department
- Auxiliary Medical Service
- City University of Hong Kong
- Simultaneous Interpretation Section of the Civil Service Bureau
- Digital Policy Office
- Electrical and Mechanical Services Department
- Home Affairs Department
- Hong Kong Police Force
- Information Services Department
- Leisure and Cultural Services Department
- Planning Department
- Radio Television Hong Kong
- Social Welfare Department

Annex 3

List of entitles/individuals from whom the Committee requested materials and information
(in alphabetical order)

Government departments and statutory organisations

1. Buildings Department
2. Competition Commission
3. Development Bureau
4. Fire Services Department
5. Home Affairs Department
6. Home and Youth Affairs Bureau
7. Hong Kong Police Force
8. Independent Checking Unit (under the Office of the Permanent Secretary for Housing)
9. Independent Commission Against Corruption
10. Labour Department
11. Urban Renewal Authority

Corporations (including their Director(s) and Relevant Persons)

12. Chi Fu Construction & Engineering Company Limited
13. China Status Development and Engineering Company Limited
14. Fred & Willie Bros Const Eng Co Limited
15. Gain Profit Shed Industry Limited
16. Hang Fung Building Engineering Limited
17. Hoi Tak Construction Engineering Limited
18. Hop On Management Company Limited
19. ISS EastPoint Properties Limited
20. Kuen Shing Construction Limited
21. Lam Kee Construction Materials
22. Motive Design Limited
23. New Nam Fong Construction Limited
24. On Cheong Engineering Limited
25. Prestige Construction & Engineering Co., Limited
26. Red Sun Construct (Asia) Engineering Limited
27. RS Surveyors
28. Shing Construction Co., Ltd
29. The Incorporated Owners of Wang Fuk Court
30. Tin Hung Engineering Co.
31. Victory Fire Engineering Limited
32. Will Power Architects Company Limited
33. 王華添工程公司
34. 明旺維修工程公司
35. 港鵬工程公司

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Individuals

36. Mr Chan Kau Keung

37. Mr Chi Wuh Jian Joseph Duncan

38. Mr Lai Ka Wing

39. Mr Mui Siu Fung

40. Mr Tang Kwok Kuen

41. Mr Tse Kam Ming

42. Madam Wong Pik Kiu

43. Mr Yeung Chi Tim Andy

Professional Bodies

44. Construction Industry Council

45. Hong Kong Construction Association

46. The Hong Kong Institute of Architects

47. The Hong Kong Institute of Surveyors

48. The Hong Kong Institution of Engineers

Annex 4

Composition of the Committee's Legal Team and List of Involved Parties to the Evidential Hearing and Their Legal Representations

Composition of Legal Team

Mr Victor Dawes SC	Leading counsel to the Inquiry
Mr S.W. Lee	Counsel to the Inquiry
Mr Jason Yu	Counsel to the Inquiry
Mr Brian Lee	Counsel to the Inquiry
Mr John Cheung	Counsel to the Inquiry
Mr Jonathan Fung	Counsel to the Inquiry
Messrs Lo & Lo	Inquiry Solicitors

List of Involved Parties to the Evidential Hearing and Their Legal Representatives

	Names of Involved Parties	Position held in Organisation at the Material Time (if applicable)	Legal Representative	
			Counsel Team	Solicitor
1	Buildings Department	N.A.	Mr Jenkin Suen SC Mr Calvin Cheuk SC Mr Michael Lok Mr Charlie Liu Ms Vivian Woo	Department of Justice
2	Fire Services Department	N.A.		
3	Home Affairs Department	N.A.		
4	Hong Kong Police Force	N.A.		
5	Housing Department	N.A.		
6	Labour Department	N.A.		

Annex 4

	Names of Involved Parties	Position held in Organisation at the Material Time (if applicable)	Legal Representative	
			Counsel Team	Solicitor
7	Competition Commission	N.A.	N.A.	N.A.
8	Independent Commission Against Corruption	N.A.	N.A.	N.A.
9	Urban Renewal Authority	N.A.	Mr Mike Lui SC Mr Ross Yuen	Messrs Wilkinson & Grist
10	Madam Chow Yim Ling	Resident of Wang Fuk Court ("WF Court")	N.A.	N.A.
11	Mr Lee Kwok Hung	Resident of WF Court	Mr Jeffrey Tam Mr Colman Li Mr Andrew Lau Mr Esmond Wong	Messrs Ho Tse Wai & Partners
12	Mr Leung Ho Hin	Resident of WF Court	N.A.	N.A.
13	Madam Lo Hiu Kei	Resident of WF Court	Mr Jeffrey Tam Mr Colman Li Mr Andrew Lau	Messrs Ho Tse Wai & Partners
14	Mr Lo Hiu Kin	Resident of WF Court		
15	Mr Yip Ka Kui Sdanni	Resident of WF Court		
16	Mr Yip Shun Ting	Resident of WF Court		
17	Mr Yip Shun Yin	Resident of WF Court		

Annex 4

	Names of Involved Parties	Position held in Organisation at the Material Time (if applicable)	Legal Representative	
			Counsel Team	Solicitor
18	Mr So Hiu Fung	Resident of WF Court	Mr Esmond Wong	
19	Madam Chong Sio Pek	Resident of WF Court		
20	Mr Tsui Moon Come Tony	Chairperson, 12th Management Committee of the Incorporated Owners of Wang Fuk Court for the term from 6 September 2024 to 6 January 2026 ("12th MC")	Mr Laurence Li SC Madam Denise Or	Messrs O Tse & Co.
21	Mr Mak Chi Hung	Vice Chairperson, 12th MC		
22	Mr Ho Chung Hang	Secretary, 12th MC		
23	Madam Cheung Tsz Wan	Treasurer, 12th MC		
24	Mr Chan Man Ho	Member, 12th MC		
25	Madam Fung Ching Yan Carol	Member, 12th MC		
26	Mr Kong Cheung Fat	Member, 12th MC	Mr Jeffrey Tam Mr Colman Li Mr Andrew Lau Mr Esmond Wong	Messrs Ho Tse Wai & Partners

Annex 4

	Names of Involved Parties	Position held in Organisation at the Material Time (if applicable)	Legal Representative	
			Counsel Team	Solicitor
27	Madam Lam Wai Man	Member, 12th MC	Mr Laurence Li SC Madam Denise Or	Messrs O Tse & Co.
28	Mr Law Wing Lun	Member, 12th MC		
29	Mr Li Yat Hing	Member, 12th MC		
30	Mr Mak Chi Sing	Member, 12th MC		
31	Madam So Sin Ting	Member, 12th MC		
32	Madam Tang Ka Yan	Member, 12th MC		
33	Mr Xie Baosen	Member, 12th MC		
34	ISS EastPoint Properties Limited	N.A.	Mr Richard Khaw SC Mr Martin Ho Mr Cedric Yeung	Messrs Hogan Lovells
35	Hop On Management Company Limited	N.A.	Mr James Man	Messrs Woo Kwan Lee & Lo[1]
36	Victory Fire Engineering Limited	N.A.	Mr Solomon Lam	Messrs Munros

1 The firm informed the Committee on 16 June 2026 that it would no longer act for Hop On Management Company Limited.

Annex 4

	Names of Involved Parties	Position held in Organisation at the Material Time (if applicable)	Legal Representative	
			Counsel Team	Solicitor
37	Mr Leung Ping Kay	Director, China Status Development and Engineering Company Limited	Mr Jonathan Kwan Mr Aaron Chan	Messrs Morley Chow Seto
38	Mr Wong Hap Yin	Director, Will Power Architects Company Limited	Mr Lau Yat Shing	Messrs Hon & Co.
39	Mr Hau Wa Kin	Director, Prestige Construction & Engineering Co., Limited	Mr Ngai Chun Mr Derek Chow	Messrs Lau Pau and Company
40	Mr Ho Kin Yip	Director, Prestige Construction & Engineering Co., Limited		
41	Mr Wong Chung Kee Steve	Authorised Signatory, Prestige Construction & Engineering Co., Limited		
42	China Taiping Insurance (HK) Company Limited	N.A.	N.A.	Messrs Deacons

Annex 5

Dates of the Six Rounds of Evidential Hearing

Round	Date of Evidential Hearings
Round 1 (8 sessions)	19 March 2026 20 March 2026 24 March 2026 26 March 2026 30 March 2026 31 March 2026 1 April 2026 2 April 2026
Round 2 (6 sessions)	8 April 2026 10 April 2026 13 April 2026 15 April 2026 16 April 2026 17 April 2026
Round 3 (7 sessions)	20 April 2026 21 April 2026 22 April 2026 23 April 2026 24 April 2026 27 April 2026 30 April 2026
Round 4 (3 sessions)	6 May 2026 7 May 2026 8 May 2026
Round 5 (3 sessions)	22 June 2026 24 June 2026 25 June 2026
Round 6 (3 sessions)	15 July 2026 16 July 2026 17 July 2026

Annex 6

List of Witnesses Giving Oral Testimony in the Evidential Hearing

Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
1	24 March 2026	Mr Leung Ho Hin	Resident of Wang Fuk Court
2	24 March 2026	Madam Tse Yuk Wa	Resident of Wang Fuk Court
3	24 March 2026	Madam Ko Yee Lui	Resident of Wang Fuk Court
4	26 March 2026	Madam Ng Oi See Elsie	Resident of Wang Fuk Court
5	26 March 2026	Madam Wong Ka Yuen	Resident of Wang Fuk Court
6	26 March 2026	Madam Sin Sin Hing	Resident of Wang Fuk Court
7	26 March 2026	Mr Chan Chuen Joe	Resident of Wang Fuk Court
8	26 March 2026	Mr Cheung Chi Lim George	Resident of Wang Fuk Court
9	26 March 2026	Mr Cheng King Hei	Resident of Wang Fuk Court
10	26 March 2026	Mr Yuen Chung Man	Resident of Wang Fuk Court
11	26 March 2026	Mr Man Ka Chun	Resident of Wang Fuk Court

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Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
12	26 March 2026	Madam Wong Suk Lan	Resident of Wang Fuk Court
13	26 March 2026	Madam Huang Zulian	Exterior wall cleaner
14	26 March 2026	Mr Yiu Shun Yau	Exterior wall cleaner, Hoi Tak Construction Engineering Limited
15	26 March 2026	Madam Lo Hiu Kei	Resident of Wang Fuk Court
16	30 March 2026	Mr Yip Ka Kui Sdanni	Resident of Wang Fuk Court
17	30 March 2026	Madam Lam Yin Ming	Resident of Wang Fuk Court
18	30 March 2026	Mr Law Tak Pui	Resident of Wang Fuk Court
19	30 March 2026	Mr So Hiu Fung	Resident of Wang Fuk Court
20	30 March 2026	Mr Chau Chi Wai	Resident of Wang Fuk Court
21	30 March 2026	Mr Wong Shing Kin	Resident of Wang Fuk Court
22	30 March 2026	Mr Wong Wai Sum	Resident of Wang Fuk Court
23	30 March 2026	Mr Wong Kin Wa	Electrical Worker, Victory Fire Engineering Limited

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Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
24	30 March 2026 31 March 2026 8 April 2026	Mr Chung Kit Man	Director and Engineer, Victory Fire Engineering Limited
25	31 March 2026	Mr Li Chun Yin	Electrical Worker, Victory Fire Engineering Limited
26	31 March 2026 1 April 2026	Madam Lok Sin Ying	Clerk, ISS EastPoint Properties Limited
27	1 April 2026	Madam Chung Sui Ha	Building Attendant, ISS EastPoint Properties Limited
28	1 April 2026	Mr Lee Shing Foo	Carpenter, ISS EastPoint Properties Limited
29	1 April 2026	Mr Law Kwok Shui	Electrician, ISS EastPoint Properties Limited
30	1 April 2026	Mr Wong Pak Shing	Senior Building Attendant, ISS EastPoint Properties Limited
31	1 April 2026 2 April 2026	Mr Lam Man Yan	Technical Officer, ISS EastPoint Properties Limited

Annex 6

Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
32	2 April 2026	Madam Cheng Tsz Ying	Property Officer, ISS EastPoint Properties Limited
33	8 April 2026	Mr Tong Hing Lun	Plumber, Victory Fire Engineering Limited
34	8 April 2026	Mr Leung Ping Kay	Director, China Status Development and Engineering Company Limited
35	10 April 2026	Mr Keung Sai Ming	Assistant Director (Licensing and Certification), Fire Services Department
36	13 April 2026	Mr Hui Kin On	Senior Station Officer of Tai Po Fire Station, Fire Services Department
37	13 April 2026	Mr Cheung Lok Hang	Station Commander of Tai Po Fire Station, Fire Services Department

Annex 6

Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
38	13 April 2026	Mr Lam Ho Chun	Deputy Divisional Commander (New Territories East), Fire Services Department
39	13 April 2026	Mr Wong King Man	Then Deputy Chief Fire Officer (New Territories North), Fire Services Department
40	15 April 2026	Mr Wong Sze Lut Sunny	Deputy Chief Fire Officer (Operational Support and Professional Development), Fire Services Department
41	15 April 2026	Madam Tsang Shuk Yin	Officer-in-command of the Casualty Enquiry Unit, Hong Kong Police Force
42	15 April 2026	Mr Cheng Ka Chun	Officer-in-charge of the Disaster Victim Identification Unit, Hong Kong Police Force

Annex 6

Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
43	16 April 2026	Mr Lee Chun Ho	Resident of Wang Fuk Court
44	16 April 2026	Mr Fung Yiu Danny	Resident of Wang Fuk Court
45	16 April 2026	Mr Tai Chi Man	Resident of Wang Fuk Court
46	16 April 2026	Mr Ng Pui Kwan	Person-in-charge of 港鵬工程公司
47	16 April 2026	Mr Zhang Minghai	Owner of 明旺維修工程公司
48	16 April 2026	Mr Lee Kwok Hung	Resident of Wang Fuk Court
49	17 April 2026	Mr Chung Yun Sun	Construction worker
50	17 April 2026	Mr Tsui Moon Come Tony	Chairperson, 12th Management Committee of the Incorporated Owners of Wang Fuk Court for the term from 6 September 2024 to 6 January 2026

Annex 6

Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
51	20 April 2026	Mr Kong Cheung Fat	Member, 12th Management Committee of the Incorporated Owners of Wang Fuk Court for the terms from 25 May 2024 to 6 September 2024 and from 6 September 2024 to 6 January 2026
52	21 April 2026	Madam Lam Sau Ching	Then Divisional Occupational Safety Officer (Operations Division) (Minor Renovation and Maintenance Works-2 Office), Labour Department
53	21 April 2026	Mr Li Man Pong	Senior Divisional Occupational Safety Officer (Operations Division) (New Territories East and Kwun Tong Region)1, Labour Department

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Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
54	21 April 2026	Mr Yuen Tsz Lok Murphy	Chief Occupational Safety Officer (Operations), Labour Department
55	22 April 2026	Mr Yung Kam Hung Michael	Assistant Director (Fire Safety), Fire Services Department
56	22 April 2026	Mr Hor Herman	Former Station Commander of Tai Po Fire Station (from 23 February 2024 to 30 December 2024), Fire Services Department
57	22 April 2026	Mr Ng Wing Kwong	Senior Station Officer of Tai Po Fire Station, Fire Services Department
58	22 April 2026	Mr Fok Chun Ming	Deputy Chief Fire Officer (Corporate Strategy), Fire Services Department

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Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
59	23 April 2026	Mr Tung Wing Kei	Divisional Officer (Breathing Apparatus), Fire Services Department
60	23 April 2026	Mr Chan Derek Armstrong	Deputy Director of Fire Services (Operations), Fire Services Department
61	24 April 2026	Mr Tang Wing Wah	Assistant Director (New Territories North), Fire Services Department
62	24 April 2026	Mr Yeung Yan Kin Andy	Director of Fire Services, Fire Services Department
63	27 April 2026	Madam Cheung Yuk Ching Karen	Assistant Director/Mandatory Building Inspection, Buildings Department

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Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
64	27 April 2026	Mr Tse Kam Ming	Former Senior Building Surveyor/Building Control, Buildings Department (seconded to the Independent Checking Unit of the Housing Bureau from 25 April 2023 to 6 July 2025)
65	27 April 2026	Madam Or Wai Yin	Liaison Officer (5A) of Tai Po District Office, Home Affairs Department
66	27 April 2026	Madam Chan Hau Man	Then District Officer (Tai Po), Home Affairs Department
67	30 April 2026	Mr Chan Yat Ho Matthew	Case Manager, Building Rehabilitation, Urban Renewal Authority
68	30 April 2026	Mr Yam Lap Yin Brian	Assistant Manager, uilding Rehabilitation, Urban Renewal Authority

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Witness no.	Date	Factual Witness	Capacity/ Position held in Organisation at the Material Time
69	30 April 2026	Mr Wong Se King Peter	Director, Building Rehabilitation, Urban Renewal Authority
70	6 May 2026	Mr Ku Siu Ping	Senior Maintenance Surveyor, Independent Checking Unit of the Housing Bureau
71	7 May 2026	Mr Yung Siu Lun	Senior Maintenance Surveyor, Independent Checking Unit of the Housing Bureau
72	8 May 2026	Mr Te Chi Wang	Deputy Director (2), Home Affairs Department
73	8 May 2026	Mr Lau Fu Kwok	Then Head of Independent Checking Unit of the Housing Bureau

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Witness no.	Date	Expert Witness/ Factual Witness	Capacity/ Position
74	22 June 2026	Mr Lam Kin Kwan	Deputy Leader of the Inter-departmental Fire Investigation Task Force Deputy Chief Fire Officer (New Territories South), Fire Services Department
75	22 June 2026	Dr Lee Wing Man	Chief Chemist (Drugs, Toxicology and Documents Group), Forensic Science Division, Government Laboratory
76	24 June 2026	Ir Prof Yuen Kwok Kit Richard	Fire Engineering Expert appointed by the Government Chair Professor of Architectural Engineering, Department of Architecture and Civil Engineering, City University of Hong Kong

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Witness no.	Date	Expert Witness/ Factual Witness	Capacity/ Position
77	24 June 2026	Ir Dr To Chi Wing	Divisional Commander (Airport), Fire Services Department
78	24 June 2026	Mr Yiu Men Yeung	Leader of the Inter-departmental Fire Investigation Task Force Assistant Director (New Territories South), Fire Services Department
79	25 June 2026	Prof Asif Sohail Usmani	Fire Engineering Expert appointed by the Independent Committee Chair Professor of Building Sciences and Fire Safety Engineering of the Department of Building Environment and Energy Engineering, The Hong Kong Polytechnic University

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Witness no.	Date	Expert Witness/ Factual Witness	Capacity/ Position
80	25 June 2026	Prof Jiang Liming	Fire Engineering Expert appointed by the Independent Committee Associate Professor and Associate Head of the Department of Building Environment and Energy Engineering, The Hong Kong Polytechnic University

Annex 7

在本報告提及的人士及各方名單
List of individuals and parties mentioned in the Report

（按姓氏英文字母順序）
(in alphabetical order)

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
居民 Residents	
陳全先生（證人編號 7） Mr Chan Chuen Joe ("Mr Joe Chan") (Witness no 7)	宏福苑居民 Resident of Wang Fuk Court
陳漢標先生 Mr Chan Hon Bill	宏福苑居民 Resident of Wang Fuk Court
周志偉先生（證人編號 20） Mr Chau Chi Wai (Witness no 20)	宏福苑居民 Resident of Wang Fuk Court
鄭敬熙先生（證人編號 9） Mr Cheng King Hei (Witness no 9)	宏福苑居民 Resident of Wang Fuk Court
張次濂先生（證人編號 8） Mr Cheung Chi Lim George ("Mr George Cheung") (Witness no 8)	宏福苑居民 Resident of Wang Fuk Court
鍾小碧女士 Madam Chong Sio Pek	宏福苑居民 Resident of Wang Fuk Court
朱兆鴻先生 Mr Chu Siu Hung	宏福苑居民 Resident of Wang Fuk Court

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
Darwati 女士 Madam Darwati	宏福苑居民、家庭傭工 Resident of Wang Fuk Court and domestic helper
Dina-Martiana 女士 Madam Dina-Martiana	宏福苑居民、家庭傭工 Resident of Wang Fuk Court and domestic helper
Erawati 女士 Madam Erawati	宏福苑居民、家庭傭工 Resident of Wang Fuk Court and domestic helper
馮堯先生（證人編號 44） Mr Fung Yiu Danny (Witness no 44)	宏福苑居民及過往管委會的委員 Resident of Wang Fuk Court and member of the Management Committee ("MC") in the past
何美寶女士 Madam Ho Mee Bo	宏福苑居民 Resident of Wang Fuk Court
洪敬量先生 Mr Hung King Leong	宏福苑居民 Resident of Wang Fuk Court
楊煥英女士 Madam Ieong Vun Ieng	宏福苑居民 Resident of Wang Fuk Court
高以蕾女士（證人編號 3） Madam Ko Yee Lui (Witness no 3)	宏福苑居民 Resident of Wang Fuk Court
林燕明女士（證人編號 17） Madam Lam Yin Ming (Witness no 17)	宏福苑居民 Resident of Wang Fuk Court

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
羅德沛先生（證人編號 18） Mr Law Tak Pui (Witness no 18)	宏福苑居民 Resident of Wang Fuk Court
李俊豪先生（證人編號 43） Mr Lee Chun Ho (Witness no 43)	宏福苑居民 Resident of Wang Fuk Court
李俊民先生 Mr Lee Chun Man	宏福苑居民 Resident of Wang Fuk Court
李繼民先生 Mr Lee Kai Man	宏福苑居民 Resident of Wang Fuk Court
李國鴻先生（證人編號 48） Mr Lee Kwok Hung (Witness no 48)	宏福苑居民 Resident of Wang Fuk Court
李麗雯女士 Madam Lee Lai Man	宏福苑居民 Resident of Wang Fuk Court
李欣穎女士 Madam Lee Yan Wing	宏福苑居民 Resident of Wang Fuk Court
梁浩軒先生（證人編號 1） Mr Leung Ho Hin (Witness no 1)	宏福苑居民 Resident of Wang Fuk Court
李焯鐮先生 Mr Li Cheuk Lim	宏福苑居民 Resident of Wang Fuk Court
劉春玉女士 Madam Liu Chunyu	宏福苑居民 Resident of Wang Fuk Court
羅曉琪女士（證人編號 15） Madam Lo Hiu Kei (Witness no 15)	宏福苑居民 Resident of Wang Fuk Court

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
老英女士 Madam Lo Ying	宏福苑居民 Resident of Wang Fuk Court
文家峻先生（證人編號 11） Mr Man Ka Chun (Witness no 11)	宏福苑居民 Resident of Wang Fuk Court
吳靄詩女士（證人編號 4） Madam Ng Oi See Elsie (Witness no 4)	宏福苑居民 Resident of Wang Fuk Court
倪乃儉女士 Madam Ngai Nai Kim	宏福苑居民 Resident of Wang Fuk Court
白瑞蓮女士 Madam Pak Shui Lin	宏福苑居民 Resident of Wang Fuk Court
冼善卿女士（證人編號 6） Madam Sin Sin Hing (Witness no 6)	宏福苑居民 Resident of Wang Fuk Court
蘇曉峯先生（證人編號 19） Mr So Hiu Fung (Witness no 19)	宏福苑居民 Resident of Wang Fuk Court
蘇恩曄先生 Mr So Yan Yip	宏福苑居民 Resident of Wang Fuk Court
Supartini 女士 Madam Supartini	宏福苑居民、家庭傭工 Resident of Wang Fuk Court and domestic helper
戴自文先生（證人編號 45） Mr Tai Chi Man (Witness no 45)	宏福苑居民 Resident of Wang Fuk Court
譚女士 Madam Tam	宏福苑居民 Resident of Wang Fuk Court

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
曾偉娣女士 Madam Tsang Wai Tai	宏福苑居民 Resident of Wang Fuk Court
曾玉薇女士 Madam Tsang Yuk May	宏福苑居民 Resident of Wang Fuk Court
謝玉華女士（證人編號 2） Madam Tse Yuk Wa (Witness no 2)	宏福苑居民 Resident of Wang Fuk Court
黃女士 Madam Wong	宏福苑居民 Resident of Wang Fuk Court
王嘉婉女士（證人編號 5） Madam Wong Ka Yuen (Witness no 5)	宏福苑居民 Resident of Wang Fuk Court
黃盛勤先生（證人編號 21） Mr Wong Shing Kin (Witness no 21)	宏福苑居民 Resident of Wang Fuk Court
王淑蘭女士（證人編號 12） Madam Wong Suk Lan (Witness no 12)	宏福苑居民 Resident of Wang Fuk Court
王惠琛先生（證人編號 22） Mr Wong Wai Sum (Witness no 22)	宏福苑居民 Resident of Wang Fuk Court
任婷女士 Madam Yam Ting	宏福苑居民 Resident of Wang Fuk Court
葉家駒先生（證人編號 16） Mr Yip Ka Kui Sdanni (“Mr Sdanni Yip”) (Witness no 16)	宏福苑居民 Resident of Wang Fuk Court

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
葉錦芳女士 Madam Yip Kam Fong	宏福苑居民 Resident of Wang Fuk Court
葉碧兒女士 Madam Yip Pik Yi	宏福苑居民 Resident of Wang Fuk Court
宏福苑訪客 Visitors of Wang Fuk Court	
鄭凱洋先生 Mr Cheng Hoi Yeung	宏福苑訪客 Visitor of Wang Fuk Court
韓婉玲女士 Madam Hon Yuen Ling Florence	宏福苑訪客 Visitor of Wang Fuk Court
任娟女士 Madam Yam Kuen	宏福苑訪客 Visitor of Wang Fuk Court
宏福苑業主立案法團管理委員會 Management Committee of the Incorporated Owners of Wang Fuk Court	
陳球強先生 Mr Chan Kau Keung	顧問 Adviser for the former 12th MC
陳萬祥先生 Mr Chan Man Cheung	第十二屆前管委會秘書 Secretary of the former 12th MC
陳德誠先生 Mr Chan Tak Shing	第十二屆前管委會副主席 Vice Chairman of the former 12th MC
麥志雄先生 Mr Benny Mak	第十二屆新管委會副主席 Vice Chairman of the new 12th MC

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
江祥發先生（證人編號 51） Mr Kong Cheung Fat (Witness no 51)	第十二屆管委會委員 Member of 12th MC
冼麗媚女士 Madam Sin Lai Mei	第十二屆前管委會委員 Member of former 12th MC
冼城焯先生 Mr Sin Shing Cheuk	第六屆及第七屆管委會主席 Chairman of the 6th and 7th MC
鄧國權先生 Mr Tang Kwok Kuen	第十二屆前管委會主席 Chairman of the former 12th MC
徐滿柑先生（證人編號 50） Mr Tsui Moon Come Tony (“Mr Tony Tsui”) (Witness no 50)	第十二屆新管委會主席 Chairman of the new 12th MC
宏福苑工程顧問 **Consultant of Works at Wang Fuk Court**	
鴻毅建築師有限公司 Will Power Architects Company Limited	
陳兆華先生 Mr Chan Siu Wah Hardy	董事(2023 年 2 月起至 2023 年 12 月）兼註冊檢驗人員 Director (since February 2023 until December 2023) and Registered Inspector
蔡國興先生 Mr Choi Kwok Hing Steven (“Mr Steven Choi”)	工程經理 Engineering Manager
洪國偉先生 Mr Hung Kwok Wai	中間人 Middleman

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
孔世傑先生 Mr Hung Sai Kit	助理項目經理 Assistant Project Manager
吳躍先生 Mr Ng Yeuk Wilson ("Mr Wilson Ng")	董事（2023 年 12 月 12 日起）、股東兼註冊檢驗人員（2024 年 10 月 10 日起） Director (since 12 December 2023), and shareholder and Registered Inspector (since 10 October 2024)
沈鉅忠先生 Mr Shum Kui Chung	前董事、股東兼註冊檢驗人員（2022 年 7 月 15 日離世） Former director, shareholder and Registered Inspector (Deceased on 15 July 2022)
黃俠然先生 Mr Wong Hap Yin Jason ("Mr Jason Wong")	董事兼股東 Director and shareholder
楊子文先生 Mr Yeung Tsz Man	工程經理／工程監督 Engineering Manager / Works Supervisor
宏福苑工程承建商 **Contractor of Works at Wang Fuk Court**	
宏業建築工程有限公司 Prestige Construction & Engineering Co., Limited	
張燕琴女士 Madam Cheung Yin Kam	侯華建妻子兼文書人員 Wife of Hau Wa Kin and clerical officer

Annex 7

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
張耀榮先生 Mr Cheung Yiu Wing Jason	宏福苑地盤管工 Foreman for the Works at Wang Fuk Court
張寶忠先生 Mr Chong Po Chung Mansfield ("Mr Mansfield Chong")	宏福苑地盤管工 Foreman for the Works at Wang Fuk Court
侯華建先生 Mr Hau Wa Kin	董事兼主要股東 Director and principal shareholder
何建業先生 Mr Ho Kin Yip ("Mr Gordon Ho")	經理（2008 年起）兼董事（至 2026 年 1 月 13 日） Project Manager (since 2008) and director until 13 January 2026
梁麗斯女士 Madam Leung Lai Sze	宏福苑地盤文員 Site clerical staff at Wang Fuk Court
譚雋生先生 Mr Tam Chun Son Sam ("Mr Sam Tam")	宏福苑地盤管工 Foreman for the Works at Wang Fuk Court
曾啟罡先生 Mr Tsang Kai Kwong	管工 Foreman
黃忠基先生 Mr Wong Chung Kee Steve	獲授權簽署人 Authorised Signatory
黃碧儀女士 Madam Wong Pik Yi Karen	文員 Clerical staff

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
黃兆泰先生 Mr Wong Siu Tai Arthur ("Mr Arthur Wong")	宏福苑地盤安全主任（2024 年 9 月起），受僱於由宏業委聘的卓迪國際有限公司 Site safety supervisor (since September 2024) employed by Excel Target International Limited which was engaged by PC&E
葉均雅女士 Madam Yip Kwan Nga Sophie	文員 Clerical staff
置邦興業有限公司 ISS EastPoint Properties Limited	
鄭芷盈女士（證人編號 32） Madam Cheng Tsz Ying (Witness no 32)	物業主任 Property Officer
鄭日佳先生 Mr Cheng Yat Kai	總部工程部人員 Employee from the engineering department of headquarters
鍾瑞霞女士（證人編號 27） Madam Chung Sui Ha (Witness no 27)	宏昌閣（F 座）日更管理員 Day shift building attendant at Wang Cheong House (Block F)
黎永利先生 Mr Lai Wing Lee	物業經理 Property Manager
林文欣先生（證人編號 31） Mr Lam Man Yan (Witness no 31)	工程主任（2025 年 4 月 2 日至 10 月 7 日期間除外） Technical Officer (save for 2 April 2025 to 7 October 2025)

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
林世文先生 Mr Lam Sai Man	助理大廈主管（2025年8月起至2026年6月） Assistant Building Supervisor (since August 2025 until June 2026)
羅國瑞先生（證人編號 29） Mr Law Kwok Shui (Witness no 29)	技工，持牌電工 Works technician with electrician licence
李承富先生（證人編號 28） Mr Lee Shing Foo (Witness no 28)	技工，木工 Works technician (carpenter)
駱倩盈（證人編號 26） Madam Lok Sin Ying (Witness no 26)	文員 Clerk
黃百盛先生（證人編號 30） Mr Wong Pak Shing (Witness no 30)	高級管理員 Senior building attendant
宏泰消防工程有限公司 Victory Fire Engineering Limited	
張女士 Madam Cheung	文員 Clerk
鍾傑文先生（證人編號 24） Mr Chung Kit Man (Witness no 24)	董事及工程師 Director and Engineer
梁文仲先生 Mr Leung Man Zong	照明裝置維修工（分判商） Lighting repair worker (Subcontractor)
李俊賢先生（證人編號 25） Mr Li Chun Yin (Witness no 25)	電工 Electrician

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
唐慶麟先生（證人編號 33） Mr Tong Hing Lun (Witness no 33)	水喉工 Plumber
唐小明先生 Mr Tong Siu Ming	水喉工 Plumber
蔡金龍先生 Mr Tsoi Kam Lung	水喉工 Plumber
黃健華先生（證人編號 23） Mr Wong Kin Wa (Witness no 23)	電工 Electrician
中華發展工程有限公司 **China Status Development and Engineering Co. Limited**	
梁秉基先生（證人編號 34） Mr Leung Ping Kay (Witness no 34)	董事，獲授權簽署人 Director, Authorised Signatory
嚴財華先生 Mr Yim Choi Wah Alex ("Mr Alex Yim")	董事，合資格人士 Director, Qualified Person
宏業的二判—公司 Subcontractors of PC&E– Companies	
發利建設工程公司 Fred & Willie Bros Const & Eng Co	負責拆除原有外牆覆蓋物和清理建築廢料 Responsible for the removal of original cladding of external walls and clearance of construction debris
盈利豐棚業有限公司 Gain Profit Shed Industry Ltd	負責架設棚架 Responsible for erecting the scaffolding
海德營造工程有限公司 Hoi Tak Construction Engineering Ltd	負責外牆工程 Responsible for works on external walls

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
新南方建築有限公司 New Nam Fong Construction Ltd	負責外牆工程 Responsible for works on external walls
太陽建設（亞洲）工程有限公司 Red Sun Construct (Asia) Engineering Ltd	負責內部結構工程、批盪工程、油漆工程及水缸工程 Responsible for internal structural works, plastering works, paint works and water tanks works
承造工程有限公司 Shing Construction Co., Ltd	負責外牆工程 Responsible for works on external walls
天雄工程公司 Tin Hung Engineering Co.	負責內部結構工程、批盪工程、油漆工程及水缸工程 Responsible for internal structural works, plastering works, paint works and water tanks works
滿昌工程有限公司 Wealth Pinnacle Ltd	負責更換窗戶，包括把樓梯窗戶更換為防火窗 Responsible for the replacement of windows, including the replacement of staircase windows with fire-rated windows
二判—個人／代表 Subcontractors– Individuals/representatives	
盈利豐棚業有限公司 Gain Profit Shed Industry Limited	
陳耀輝先生 Mr Chan Yiu Fai	營運者 Operator

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
楊志添先生 Mr Yeung Chi Tim Andy	獨立三判 Independent sub-subcontractor
鍾鳳平女士 Madam Zhong Fengping	名義董事兼股東，陳耀輝妻子 Nominal director and shareholder, wife of Chan Yiu Fai
新南方建築有限公司 New Nam Fong Construction Limited	
盧家明先生 Mr Lo Ka Ming	董事、盧炳南兒子 Director, son of Lo Ping Nam
盧炳南先生 Mr Lo Ping Nam	董事、盧家明父親 Director, father of Lo Ka Ming
海德營造工程有限公司 Hoi Tak Construction Engineering Limited	
張葦鴻先生 Mr Cheung Wai Hung	董事 Director
嚴楚基先生 Mr Yin Chor Ki Jacky (“Mr Jacky Yin”)	海德及恒豐控權人兼營運者 Controller and operator of Hoi Tak and Hang Fung
承造工程有限公司 Shing Construction Co., Limited	
姚錦輝先生 Mr Yiu Kam Fai	營運者 Operator
發利建設工程公司 Fred & Willie Bros Const & Eng Co	
曾偉傑先生 Mr Tsang Wai Kit	董事／建築師 Director / Architect

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
太陽建設(亞洲)工程有限公司 Red Sun Construct (Asia) Engineering Ltd	
吳日照先生 Mr Wu Rizhao	營運者 Operator
三判—個人 Sub-subcontractor – Individuals	
吳培坤先生（證人編號 46） Mr Ng Pui Kwan (Witness no 46)	由海德聘用的三判，以「港鵬工程公司」營運 Sub-subcontractor engaged by Hoi Tak (Operating under "港鵬工程公司")
王華添先生 Mr Wang Wa Tim	由新南方聘用的三判，以「王華添工程公司」營運 Sub-subcontractor engaged by New Nam Fong (Operating under "王華添工程公司")
王志鑫先生 Mr Wong Chi Yam	由新南方聘用的三判，以「安創工程有限公司」營運 Sub-subcontractor engaged by New Nam Fong (Operating under On Cheong Engineering Ltd)
王聯權先生 Mr Wong Luen Kuen	由承造工程聘用的三判，以「權誠工程有限公司」營運 Sub-subcontractor engaged by Shing Construction (Operating under Kuen Shing Construction Ltd)

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
張明海先生（證人編號 47） Mr Zhang Minghai (Witness no 47)	由承造工程聘用的三判，以「明旺維修工程公司」營運 Sub-subcontractor engaged by Shing Construction (Operating under "明旺維修工程公司")
三判—負責樓梯小型工程的公司 **Sub-subcontractors– Companies engaged in staircase minor works**	
聯基建築工程師有限公司 Allied Architects Engineers & Associates Ltd	由滿昌聘用的三判 Sub-subcontractor engaged by Wealth Pinnacle
志富建築公司 Chi Fu Construction Co.	由滿昌聘用的註冊一般建築承建商 Registered General Building Contractor engaged by Wealth Pinnacle
動感室內設計有限公司 Motive Design Limited	由黎家榮先生聘用的註冊小型工程承建商 Registered Minor Works Contractor engaged by Mr Lai Ka Wing Eric
負責樓梯小型工程的建築專業人士 **Building professionals engaged in the staircase minor works**	
戚務堅先生 Mr Chi Wuh Jian Joseph Duncan ("Mr Joseph Chi")	註冊結構工程師 Registered Structural Engineer
黎家榮先生 Mr Lai Ka Wing Eric ("Mr Eric Lai")	認可人士 Authorised Person

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
供應商—公司 Suppliers – Companies	
濱州市源進化纖繩網有限公司 Binzhou Yuanjin Chemical Fiber Rope Net Co., Ltd. (English translation)	向盈利豐供應棚網的供應商 Supplier of scaffolding nets to Gain Profit
恒豐營造工程有限公司 Hang Fung Building Engineering Ltd	由嚴楚基控制的公司，向新南方轉售發泡膠板 Company controlled by Jacky Yin, on-sold foam boards to New Nam Fong
林記建築材料 Lam Kee Construction Materials	向盈利豐供應棚網的供應商 Supplier of scaffolding nets to Gain Profit
山東宸旭化纖繩網有限公司 Shandong Chenxu New Materials Co., Ltd. (English translation)	向盈利豐供應棚網的供應商 Supplier of scaffolding nets to Gain Profit
武漢漢塑新材料有限公司 Wuhan Hansu New Materials Co., Ltd. (English translation)	向承造工程供應發泡膠板的供應商 Supplier of foam boards to Shing Construction
湖北宇博節能新材料有限公司 Hubei Yubo Energy-Saving New Materials Co., Ltd. (English translation)	向海德供應發泡膠板的供應商 Supplier of foam boards to Hoi Tak

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
供應商—個人 Suppliers – Individuals	
王志明先生 Mr Wong Chi Ming	承造工程姚錦輝姪兒 Nephew of Yiu Kam Fai of Shing Construction
與宏福苑工程相關的其他人士及各方 Other Individuals and Parties related to Works at Wang Fuk Court	
合安管理有限公司 Hop On Management Company Limited	宏福苑法團管委會解散後擔任管理人 Appointed as the Administrator since the MC of the IO of Wang Fuk Court was dissolved
黃足蓮女士（證人編號 13） Madam Huang Zulian (Witness no 13)	外牆清潔工人 Exterior wall cleaner
李家程先生 Mr Li Ka Ching	鋪磚工人 Tiling worker
富邦測量師行有限公司 RS Surveyors Ltd.	獨立顧問 Independent Consultant
曾嘉樂先生 Mr Tsang Ka Lok	建築工人 Construction worker
姚順友先生（證人編號 14） Mr Yiu Shun Yau (Witness no 14)	外牆清潔工人 Exterior wall cleaner

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
宏福苑工程投標的承建商 **Bidders in the Tender for the Works at Wang Fuk Court**	
祥利建築公司 Cheung Lee Construction Co	入標公司 Bidding company
天築國際顧問有限公司（黃俠然先生 2010 年起至 2012 年為公司秘書） Constructive International Consultancy Limited (Mr Jason Wong as Company Secretary from 2010 to 2012)	入標公司 Bidding company
民星營造有限公司（譚子文先生為大股東；黃少紅先生為小股東） Man Sing General Contractors Ltd (Mr Tam Chee Man Richie as majority shareholder, and Mr Wong Siu Hung as minority shareholder)	入標公司 Bidding company
萬景工程顧問有限公司（陳兆華先生為前董事（2017 年離任）） Mega Consultant Limited (Mr Chan Siu Wah Hardy as former director (left in 2017))	入標公司 Bidding company
萬嘉建築工程有限公司（前稱「宏業建築工程（國際）有限公司」）（林祖新先生為投資者） Mega Praise Construction & Engineering Ltd (formerly named "PC&E (International) Ltd") (Mr Lam Cho Sun as investor)	入標公司 Bidding company

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
藝林建築工程有限公司 Ngai Lam Building Construction Co. Ltd	入標公司 Bidding company
寶發建設工程有限公司 Polyfair Construction & Engineering Limited	入標公司 Bidding company
新開明建築工程有限公司（李植開先生為董事兼股東） San Hoi Ming Construction Engineering Co Ltd (Mr Li Chik Hoi as director and shareholder)	入標公司 Bidding company
俊豪建築工程有限公司（張烱權為幕後董事） Smart Goal Construction Engineering Ltd (Mr Cheung Kwing Kuen as shadow director)	入標公司 Bidding company
信豪（集團）工程有限公司（蔡文鳴先生為董事兼股東） Sunarts (Holdings) Engineering Ltd (Mr Choi Man Ming as director and shareholder)	入標公司 Bidding company
全達建築有限公司 Unitacs Engineering Company Limited	入標公司 Bidding company
郭駿建築師有限公司 VIM Architects Limited	入標公司 Bidding company

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
偉利建築工程有限公司（梁炳耀先生為董事） Widely Construction & Engineering Ltd (Mr Leung Ping Yiu as director)	入標公司 Bidding company
政府及法定機構人員 **Officials and staff from the Government and statutory bodies**	
屋宇署 Buildings Department	
張玉清女士（證人編號 63） Madam Cheung Yuk Ching Karen ("Madam Karen Cheung") (Witness no 63)	助理署長／強制驗樓 Assistant Director / Mandatory Building Inspection
潘玉龍先生 Mr Pang Yuk Lung Michael	助理署長／機構事務 Assistant Director / Corporate Services
競爭事務委員會 Competition Commission	
李曉亮先生 Mr Lester Lee	行政總監（法律事務） Executive Director (Legal Services)
消防處 Fire Services Department	
張樂恒先生（「張助理區長」）（證人編號 37） Mr Cheung Lok Hang ("ADO Cheung") (Witness no 37)	助理消防區長兼大埔消防局局長 Assistant Divisional Officer and Station Commander of Tai Po Fire Station

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
陳慶勇先生（「陳副處長（行動）」）（證人編號 60） Mr Derek Armstrong Chan ("DD(Ops) Chan") (Witness no 60)	副處長（行動） Deputy Director of Fire Services (Operations)
霍振明先生（證人編號 58） Mr Fok Chun Ming (Witness no 58)	副消防總長 Deputy Chief Fire Officer
馮家榮先生 Mr Fung Ka Wing	消防員 Fireman
馮鈺麟先生（「馮隊長」） Mr Fung Yuk Lun ("StnO Fung")	消防隊長 Station Officer
何偉豪先生 Mr Ho Wai Ho ("Fireman Ho")	消防員 Fireman
賀俊維先生（證人編號 56） Mr Hor Herman (Witness no 56)	大埔消防局前局長 Former Station Commander of Tai Po Fire Station
許健安先生（「許隊長」）（證人編號 36） Mr Hui Kin On ("SStnO Hui") (Witness no 36)	大埔消防局高級消防隊長 Senior Station Officer of Tai Po Fire Station
姜世明先生（「姜助理處長」）（證人編號 35） Mr Keung Sai Ming ("AD Keung") (Witness no 35)	助理處長（牌照及審批） Assistant Director (Licensing & Certification)

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
高梓駿先生 Mr Ko Tsz Chun Felix	消防員 Fireman
林浩俊先生（「林區長」） （證人編號 38） Mr Lam Ho Chun ("DO Lam") (Witness no 38)	消防區長兼分區副指揮官（新界東） Divisional Officer and Deputy Divisional Commander (New Territories East)
林建軍先生（「林副消防總長」） （證人編號 74） Mr Lam Kin Kwan ("DCFO Lam") (Witness no 74)	跨部門調查專組副組長、副消防總長（新界南） Deputy Leader of the Inter-departmental Fire Investigation Task Force ("IFITF"); Deputy Chief Fire Officer (New Territories South)
李競翀先生 Mr Li King Chung	消防員 Fireman
廖港立先生（「廖隊長」） Mr Liao Kong Lap ("PStnO Liao")	見習消防隊長 Probationary Station Officer
馬文皓先生 Mr Ma Man Ho	消防隊長 Station Officer
吳振中先生 Mr Ng Chun Chung	見習消防隊長 Probationary Station Officer
伍永光先生（證人編號 57） Mr Ng Wing Kwong (Witness no 57)	大埔消防局高級消防隊長 Senior Station Officer of Tai Po Fire Station

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
石毅俊先生 Mr Shek Ngai Chun	消防隊長 Station Officer
蕭梓浩先生 Mr Siu Tsz Ho	消防員、沙田消防局細搶救車隊員 Fireman, Sha Tin Fire Station Light Rescue Unit crew member
鄧榮華先生(「鄧助理處長」)(證人編號 61) Mr Tang Wing Wah ("AD Tang") (Witness no 61)	助理處長(新界北總區) Assistant Director (New Territories North Command)
杜志榮博士(證人編號 77) Dr To Chi Wing (Witness no 77)	調查專組秘書、分區指揮官(機場) Secretary of the IFITF; Divisional Commander (Airport)
董永基先生(「董區長」) (證人編號 59) Mr Tung Wing Kei ("DO Tung") (Witness no 59)	消防區長(呼吸器) Divisional Officer (Breathing Apparatus)
黃景文先生(「黃景文副消防總長」) (證人編號 39) Mr Wong King Man ("DCFO Wong King Man) (Witness no 39)	時任副消防總長(新界北) Then Deputy Chief Fire Officer (New Territories North)
黃思律先生(「黃思律副消防總長」) (證人編號 40) Mr Wong Sze Lut Sunny ("DCFO Sunny Wong") (Witness no 40)	副消防總長(行動支援及專業發展) Deputy Chief Fire Officer (Operational Support and Professional Development)

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
楊程先生 Mr Yeung Ching	消防員、沙田消防局細搶救車隊員 Fireman, Sha Tin Fire Station Light Rescue Unit crew member
楊恩健先生（證人編號 62） Mr Yeung Yan Kin Andy (Witness no 62)	消防處處長 Director of Fire Services
于文陽先生（證人編號 78） Mr Yiu Men Yeung (Witness no 78)	調查專組組長、助理處長（新界南） Leader of the IFITF; Assistant Director (New Territories South)
翁錦雄先生（證人編號 55） Mr Yung Kam Hung, Michael (Witness no 55)	助理處長（消防安全） Assistant Director (Fire Safety)
民政總署 Home Affairs Department	
陳巧敏女士（證人編號 66） Madam Chan Hau Man (Witness no 66)	時任大埔民政事務專員 Then District Officer (Tai Po)
柯煒妍女士（證人編號 65） Madam Or Wai Yin (Witness no 65)	大埔民政事務處聯絡主任 Liaison Officer of Tai Po District Office
易志宏先生（證人編號 72） Mr Te Chi Wang (Witness no 72)	副署長(2) Deputy Director (2)
警務處 Hong Kong Police Force	
鄭嘉俊先生（證人編號 42） Mr Cheng Ka Chun (Witness no 42)	警司、災難遇害者辨認組主管 Superintendent of Police and officer-in-charge of the Disaster Victim Identification Unit

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
曾淑賢女士（證人編號 41） Madam Tsang Shuk Yin (Witness no 41)	總警司、傷亡查詢中心主管 Chief Superintendent of Police and officer-in-command of the Casualty Enquiry Unit
獨立審查組 Independent Checking Unit	
古小平先生（證人編號 70） Mr Ku Siu Ping (Witness no 70)	高級屋宇保養測量師、強制驗樓小組主管 Senior Maintenance Surveyor and Head of the Mandatory Building Inspection Scheme Team
劉輔國先生（證人編號 73） Mr Lau Fu Kwok (Witness no 73)	時任總監 Then Head
劉嘉敏女士 Madam Lau Ka Man Amanda (“Madam Amanda Lau”)	屋宇保養測量師 Maintenance Surveyor
李加豪先生 Mr Lee Ka Ho	助理工程監督 Assistant Clerk of Works
謝錦明先生（證人編號 64） Mr Tse Kam Ming (Witness no 64)	前高級屋宇測量師（屋宇管制）（由 2023 年 4 月 25 日至 2025 年 7 月 6 日借調至獨立審查組） Former Senior Building Surveyor /Building Control (seconded to the ICU from 25 April 2025 to 6 July 2025)

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相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
容兆倫先生（證人編號 71） Mr Yung Siu Lun (Witness no 71)	高級屋宇保養測量師、小型工程小組主管 Senior Maintenance Surveyor and Head of the Minor Works Team
勞工處 Labour Department	
袁子諾先生（證人編號 54） Mr Yuen Tsz Lok Murphy (Witness no 54)	總職業安全主任（行動） Chief Occupational Safety Officer (Operations)
林秀青女士（證人編號 52） Madam Lam Sau Ching (Witness no 52)	分區職業安全主任（小型裝修及維修工程第二分處） Divisional Occupational Safety Officer (Minor Renovation and Maintenance Works-2 Office)
李萬邦先生（證人編號 53） Mr Li Man Pong (Witness no 53)	高級分區職業安全主任（1）（行動科）（新界東及觀塘區） Senior Divisional Occupational Safety Officer (Operations Division) (New Territories East and Kwun Tong Region)1
市區重建局 Urban Renewal Authority	
陳日豪先生（證人編號 67） Mr Chan Yat Ho Matthew (“Mr Matthew Chan”) (Witness no 67)	個案經理（樓宇復修） Case Manager (Building Rehabilitation)

Annex 7

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
王思敬先生（證人編號 69） Mr Wong Se King Peter ("Mr Peter Wong") (Witness no 69)	樓宇復修部總監 Director (Building Rehabilitation)
任立賢先生（證人編號 68） Mr Yam Lap Yin Brian ("Mr Brian Yam") (Witness no 68)	助理經理 Assistant Manager
專家 Experts	
Asif Sohail Usmani 教授 （「Usmani 教授」）（證人編號 79） Professor Asif Sohail Usmani ("Professor Usmani") (Witness no 79)	委員會委任的消防工程專家 香港理工大學建築環境及能源工程學系建築科學和消防安全工程講座教授 Fire Engineering Expert appointed by the Committee Chair Professor of Building Sciences and Fire Safety Engineering of the Department of Building Environment and Energy Engineering, The Hong Kong Polytechnic University
江黎明教授（「江教授」）（證人編號 80） Professor Jiang Liming ("Professor Jiang") (Witness no 80)	委員會委任的消防工程專家 香港理工大學建築環境及能源工程學系副教授及副系主任 Fire Engineering Expert appointed by the Committee Associate Professor and Associate Head of the Department of Building Environment and Energy Engineering, The Hong Kong Polytechnic University

Annex 7

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
李詠文博士（「李博士」）（證人編號 75） Dr Lee Wing Man ("Dr Lee") (Witness no 75)	政府化驗所法證事務部高級化驗師 Senior Chemist, Forensic Science Division, Government Laboratory
袁國傑教授（「袁教授」）（證人編號 76） Ir Professor Yuen Kwok Kit Richard ("Professor Yuen") (Witness no 76)	政府委任的消防工程專家 香港城市大學建築學及土木工程學系建築工程講座教授 Fire Engineering Expert appointed by the Government Chair Professor of Architectural Engineering, Department of Architecture and Civil Engineering, City University of Hong Kong
區議員 Members of District Council	
羅曉楓先生 Mr Lo Hiu Fung	大埔區議員 Member of the Tai Po District Council
梅少峰先生 Mr Mui Siu Fung	大埔區議員 Member of the Tai Po District Council
黃碧嬌女士 Madam Wong Pik Kiu	大埔區議員（2026 年 9 月 26 日辭職離任） Member of the Tai Po District Council (resigned from office on 26 September 2026)
余智榮先生 Mr Yu Chi Wing	大埔區議員 Member of the Tai Po District Council

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
其他相關人士及各方 Other Relevant Individuals and Parties	
江蘇建科鑑定顧問諮詢有限公司 Jiangsu JianKe Appraisal & Consultation Co., Ltd. (English translation)	發出發泡膠板的阻燃證書 Issued the fire-retardant certificate for the foam boards
潘焯鴻先生 Mr Poon Chuk Hung Jason	不獲批准成為涉事方 Application to be joined as an Involved Party has been refused
利來拓展有限公司 Rich Surplus Develop Ltd	譚子文先生在 2018 年 9 月與侯華建先生共同成立 Formed by Mr Tam Chee Man Richie and Mr Hau Wa Kin in September 2018
上海鑫普達能源科技有限公司 Shanghai Xinpuda Energy Technology Co., Ltd (English translation)	要求阻燃證書報告 Requested the report of the fire-retardant certificate
葉輝先生 Mr Yip Fai	一名身處元洲仔里的途人發現火警並致電 999 報案 Passerby standing at Island House Lane who discovered the fire and called 999 to make a report

相關人士及各方 **Individuals and Parties**	在關鍵時的身份或職責 **Role / Capacity Held in Organisation at the Material Time**
梁鄧蔡律師事務所 Messrs Pansy Leung Tang & Chua	於 2023 年 3 月 7 日發出的信件確認宏業「*過去七年並沒有任何被業主立案法團及管理公司控告的紀錄*」。 Issued a letter dated 7 March 2023, which stated that PC&E had "*no record of having been sued by owners' corporation and management company in the past seven years.*"

List of complaints and enquiries made to the Government departments which are Involved Parties to the Evidential Hearing
(The information in this list is provided by the Government)

List of complaints and enquiries made to the Buildings Department ("BD")

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
1	2024.02.06	Danny Sing (representing himself and other owners)	BD	Complained of the selection of PC&E at the EGM on 2024.01.28, including on PC&E's licensing and past disciplinary issues and that PC&E's private delivery of a letter to the IO Chairman two days before the EGM stating that the application for renewal of PC&E's registration would not be affected	•2024.02.06: the complaint was made to URA and BD • 2024.02.09: BD advised the complainant to approach ICU as Wang Fuk Court was under ICU's control • 2024.03.11: BD replied that the application for renewal of PC&E's registration was under process; the Smart Tender Scheme and other tendering issues were outside BD's purview

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
2	2024.02.12	Tony Ja (representing himself and other owners)	BD	Complained of the registration renewal and selection of PC&E	• 2024.02.12: the complaint was made to BD • 2024.02.26: a further complaint was made to the Chief Secretary for Administration's Office ("CSO"), the Secretary for Justice's Office ("SJO") and BD • 2024.03.11: BD replied that the application for renewal of PC&E's registration was under process, and Smart Tender Scheme and other tendering issues were outside BD's purview
3	2024.02.20	王思苟 (representing a group of owners)	BD	Complained of the registration renewal and selection of PC&E	• 2024.02.20: the complaint was made to BD and URA • 2024.02.21: Ms Wong requested the Director of Buildings and URA to reply

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.03.11: BD replied that the application for renewal of PC&E's registration was under process, and Smart Tender Scheme and other tendering issues were outside BD's purview
4	2024.02.21	Mantree mm	BD	Complained of the registration renewal and selection of PC&E	• 2024.02.21: the complaint was made to BD • 2024.03.11: BD replied that that application for renewal of PC&E's registration was under process, and Smart Tender Scheme and other tendering issues were outside BD's purview
5	2024.02.21	Leung Eling	BD	Complained of the registration renewal and selection of PC&E	• 2024.02.21: the complaint was made to BD • 2024.03.11: BD replied that the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					application for renewal of PC&E's registration was under process, and Smart Tender Scheme and other tendering issues were outside BD's purview
6	2024.02.23	Tomato Lee	BD	Complained of the registration renewal and selection of PC&E	• 2024.02.23: the complaint was made to BD • 2024.03.11: BD replied that the application for renewal of PC&E's registration was under process, and Smart Tender Scheme and other tendering issues were outside BD's purview
7	2024.02.25	Dr Lau Chung Man	BD	Complained of the past misconduct of PC&E	• 2024.02.25: the complaint was made to BD • 2024.03.04: BD provided an interim reply

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.03.11: the complainant sent another follow-up email enquiring the status of the application for renewal of PC&E's registration • 2024.03.14: BD advised the complainant to approach ICU as Wang Fuk Court was under ICU's purview • 2024.03.15: the complainant sent a follow-up email concerning the application for renewal of PC&E's registration • 2024.03.28: BD made a substantive reply on the application for renewal of PC&E's registration • 2024.03.29: the complainant sent another follow-up email asking for

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					specific details of the application for renewal of PC&E's registration • 2024.04.11: BD made a substantive reply; the complainant sent a follow-up email asking whether condition was imposed under the application for renewal of PC&E's registration • 2024.05.09: BD made a substantive reply
8	2024.02.27	Miss Lau (representing a group of owners)	BD	Complained of the selection of PC&E	• 2024.02.27: the complaint was made to BD
9	2024.03.11	Jason Yip (representing himself and	BD[1]	Complained of the selection of PC&E	• 2024.03.11: the complaint was made to URA, HAD, Housing Bureau ("HB"), Housing Department ("HD"),

[1] The case was also received by HAD (ref no.4 in the HAD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
		other owners)			Independent Commission Against Corruption ("ICAC") and Competition Commission ("CompComm") • 2024.03.19: HAD referred the matter to BD • 2024.03.26: BD advised the complainant to approach ICU as Wang Fuk Court was under ICU's purview
10	2024.03.17	Dr Lau Chung Man	BD[2]	Complained of the contractor selection process, citing possible conflicts of interest, licensing issues, bid-rigging, and unfair handling by the IO	• 2024.03.17: the complaint was made to BD, Lands Department and HAD, copying BD among others • 2024.03.26: BD replied that the application for renewal of PC&E's registration would be followed up, and a reply would be given separately

[2] The case was also sent to HAD (ref no. 5 in the HAD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.03.28: BD made a substantive reply on the application for renewal of PC&E's registration • The matter was subsequently followed up by URA, HAD and ICU accordingly
11	2024.03.25	Tang Kwok-kuen (鄧國權) the IO Chairman	BD	Requested BD to proceed with the application for renewal of PC&E's registration quickly	• 2024.03.25: the letter was sent to BD • 2024.05.08: BD replied that the expiry date of the General Building Contractor registration of PC&E was 8 March 2027
12	2024.04.09	Kong Cheung Fat (江祥發)	BD	Enquired about the status of application for renewal of PC&E's registration PC&E	• 2024.04.09: the enquiry was made to BD; BD replied the enquirer through telephone

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
13	2024.07.20	Lai Hung Kit (黎鴻傑)	BD[3]	Complained of the unauthorized changes to building materials without unanimous stakeholder consent and poor project planning	• 2024.07.20: the complaint was made to the Chief Executive's Office ("CEO"), copying the CSO and the Ombudsman among others • 2024.07.22: the Private Secretary to the Chief Executive replied that the matter had been relayed to DEVB, HAD and BD for follow up; BD replied CEO that the case was under ICU's purview • ICU and HAD had followed up the matter accordingly
14	2024.10.30	The IO of Wang Fuk Court	BD	Sought clarification on whether the property management company or the individual unit owners	• 2024.10.30: the enquiry was made to BD; BD advised the enquirer to approach ICU as Wang Fuk Court was under ICU's purview

[3] The case was also received by HAD (ref no.16 in the HAD list) and ICU (ref no.4 in the ICU list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				are responsible for repairing interior concrete spalling and steel bar corrosion	• 2024.11.01: the enquirer made a follow-up enquiry by email to BD; BD replied that the matter was under ICU's purview and should be relayed to ICU
15	2024.10.30	郭先生	BD	Enquired whether BD would provide consultancy services on WFC renovation	• 2024.10.30: the enquiry was made through the 1823 platform ("1823") • 2024.11.15: BD referred the matter to ICU
16	2024.11.11	Dr Lau Chung Man	BD[4]	Enquired whether PC&E/Will Power/the Authorized Person had applied for approval to carry out work on the external walls and submitted notice regarding conducting Minor Works	• 2024.11.11: the enquiry was made to BD • 2024.11.12: BD referred the enquiry to ICU for action and reply • ICU had followed up the matter accordingly

[4] The case was also received by ICU (ref no.20 in the ICU list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				(Class 1) or A&A works, and details of such applications and of the Registered Inspector ("RI")	• 2025.03.17: the enquirer sent a follow up email to HB, HD and BD, copying ICU, seeking information of the RI and as the Authorised Signatory of PC&E • 2025.03.24: BD was informed that ICU would handle the enquiry. ICU had followed up the matter accordingly
17	2024.12.30	Dr Lau Chung Man	BD[5]	Complained that the repair of concrete hoods supporting air conditioners had contravened the relevant code of practice; and the contractor removed the window lintels, exposing the rebar; and crack was found on walls	• 2024.12.30: the enquiry on whether the repair of concrete hoods supporting air conditioners had contravened the relevant code of practice was made to ICU, copying BD • 2025.01.01 & 2025.01.02: further complaint emails were sent to HB, HD and BD, copying ICU

[5] The case was also received by ICU (ref no.24, 25 in the ICU list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• ICU had followed up the matter accordingly
18	2025.02.13	Dr Lau Chung Man	BD[6]	Complained of the ICU's approach not to instruct the contractor to reinstate the damaged the exterior wall and concrete hoods supporting air conditioners to their original condition but to let the owners to decide on plans for addressing the issues	• 2025.02.13: the complaint was made to HB, HD and BD, copying ICU • ICU had followed up the matter accordingly
19	2025.02.27	YSY	BD[7]	Enquired about the noise and safety risks posed by the renovation project	• 2025.02.27: the enquiry was made to BD; BD replied that the matter would be relayed to ICU if needed; the enquirer requested BD to refer the case to ICU; BD referred the case to ICU.

[6] The case was also referred to ICU (ref no.29 in the ICU list).

[7] The case was also received by ICU (ref no.31 in the ICU list).

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
					ICU had followed up the matter accordingly
20	2025.03.13	Dr Lau Chung Man	BD[8]	Complained against the contractor for causing extensive damage to the exterior wall and concrete hoods supporting air conditioners by drilling without applying for approval, and Amanda Lau (劉嘉敏) of ICU failed to instruct the contractor to restore them to their original condition	• 2025.03.13: the complaint was made to HB, HD and BD, copying ICU • ICU had followed up the matter accordingly
21	2025.05.14	Ying Kuk Fu	BD	Enquired about the Mandatory Window Inspection Scheme	• 2025.05.09: the enquiry was made to BD concerning the statutory notice under the Mandatory Window Inspection Scheme

[8] The case was also referred to ICU (ref no.33 in the ICU list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.05.12: BD replied that the matter was under ICU's purview, and invited the enquirer to contact ICU • 2025.05.14: the enquiry was made to BD concerning form filling; BD replied that the matter should be relayed to ICU
22	2025.06.18	郭先生	BD[9]	Complained of concrete spalling and cracks on the ceiling inside the unit caused by the renovation works	• 2025.06.18: the complaint was made through telephone to the CEO • 2025.07.02: BD referred the case to ICU for reply. ICU had followed up the matter accordingly
23	2025.07.13	Dr Lau Chung Man	BD[10]	Enquired that whether the RI, PC&E and sub-	• 2025.07.13: the complaint was made to HB, HD and BD, copying ICU

[9] The case was also received by ICU (ref no.37 in the ICU list).

[10] The case was also sent to ICU (ref no.39 in the ICU list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				contractors have breached their duties on various issues, and raised concerns on the previous disciplinary actions against PC&E	• 2025.09.14: the complainant further raised to HB, HD and BD, copying ICU, that other residents had complained about the contractor changing the types of tiles and no rebar having been provided for the window fins • 2025.09.15: BD referred the complaint to ICU for action and reply. ICU had followed up the matter accordingly

List of complaints and enquiries made to the Fire Services Department ("FSD")

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
1	2022.05.07	Ms Chan	FSD	Complained of obstruction of means of escape ("MoE") near Rm 407-408 Wang Chi House	• 2022.05.07: the complaint was made • 2022.05.08: FSD inspected the complaint location with no obstruction of MoE found • 2022.05.24: FSD informed the complainant of the inspection result
2	2022.05.12	Tina Choi	FSD	Complained of obstruction of MoE and hygiene problem near Rm 407 Wang Chi House	• 2022.05.12: the complaint was made and referred to FSD and FEHD through the 1823 platform ("1823") • 2022.05.13: FSD inspected the complaint location with no obstruction of MoE found

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2022.05.16: FSD informed the complainant of the inspection result
3	2022.05.16	Ms Tsoi	FSD	Complained of obstruction of MoE outside Rm 407 Wang Chi House	• 2022.05.16: the complaint was made but was withdrawn by the complainant on the same day
4	2022.07.12	凌先生	FSD	Complaint/enquiry about the installation of solar panels on R/F of Wang Fuk Court without owners' consent	• 2022.06.16: the complaint/enquiry was made and referred to BD through 1823 • 2022.06.25: the complaint/enquiry was referred to HAD through 1823 • 2022.07.12: the complaint/enquiry was referred to FSD through 1823; FSD replied 1823 that the matter is related to minor works on the roof which is not the jurisdiction of FSD; FSD suggested 1823 to refer the case to BD for subsequent handling

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
5	2023.01.12	凌志健	FSD	Complained of wedged open smoke stop doors ("SSD") and obstruction of MoE from 5/F to 10/F, and R/F of Wang Kin House	• 2023.01.12: the complaint was made • 2023.01.13 & 20: FSD inspected the complaint locations with no obstruction of MoE or wedged opened SSD found; FSD informed the complainant of the inspection result
6	2023.06.06	Anonymous	FSD	Complained of obstruction of emergency vehicular access ("EVA") near Wang Tai House	• 2023.06.06: the complaint was made • 2023.06.07: FSD inspected the complaint location and issued a Fire Hazard Abatement Notice ("FHAN") to management staff • 2023.06.09: FSD initiated follow-up inspection to check the complaint location and confirmed

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					removal of obstructions of EVA, and replied the complainant
7	2023.07.20	Mr Chan	FSD	Complained of obstruction of MoE near Rm 1604 Wang Chi House	• 2023.07.20: the complaint was made; FSD inspected the complaint location and found obstruction of MoE. As no suspect could be located, fire safety advice was given to management staff. Complainant expressed that no further reply would be required • 2023.07.24: FSD initiated follow-up inspection to check the complaint location and confirmed removal of obstruction of MoE
8	2023.11.02	Mr David Pang	FSD	Enquired about (1) whether Wang Fuk Court's fire safety equipment/door/window meets the current fire safety related ordinance/code; (2)	• 2023.11.02: the email enquiry was made • 2023.11.16: FSD replied that: as to (1), relevant enforcement authorities

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				whether any fire safety enhancement project is required; (3) whether Wang Fuk Court fixed all faults during the annual check and follow up check; (4) whether any estate's representative reached out to FSD for suggestions on any fire safety projects during the overall renovation project; (5) if the estate lacks some mandatory fire safety projects, whether FSD and BD could rearrange the schedule for inspection so that fire safety upgrade could be fit into the building repair schedule; and (6) whether FSD could provide a list of faulty equipment from Wang Fuk	will issue Fire Safety Direction(s) specifying the requirements of fire safety measures to the owners /occupiers; as to (2), Wang Fuk Court is within the scope of FS(B)O but currently without a scheduled roll-out date for enforcement; as to (3) & (6), a registered contractor shall issue FS251 within 14 days to the person on whose instructions the work was undertaken, and any fire service installation or equipment shall be deemed to be in efficient working order if it complies with the requirements specified by the Director in the Code of Practice prescribed; as to (4), no representative has reached out; as to (5), if the owners/IO would like to advance the fire safety improvement

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				Court for checking if there are any unnecessary claims/ repair/ replacement	works out of normal course based on specific intention, approval in writing should be sought from BD and FSD with the consensus of the owners/IO for consideration
9	2024.07.12	The Management Office of Wang Fuk Court	FSD	To inform FSD that the contractor would place bamboo scaffold materials in certain areas in the estate and that this would not block the EVA/MoE	• 2024.07.12: the email enquiry was made • 2024.07.15: FSD contacted the management office via telephone to confirm the location of the storage areas and that the arrangement would cause no obstruction of EVA/MoE, with fire safety advice given
10	2024.07.22	周先生	FSD[11]	Complaint/enquiry from LD's online occupational safety and health ("OSH") complaint	• 2024.07.20: the complaint/enquiry was made to LD

[11] The case was also received by LD (ref no.5 in the LD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				platform received regarding issue of smoking by workers	• 2024.07.22: FSD received the complaint/enquiry forwarded by LD and replied LD that the case is not within the jurisdiction of FSD
11	2024.08.11	Lai Hung Kit (黎鴻傑)	FSD[12]	Complained of smoking at construction site	• 2024.08.11: the complaint was made to ICU & FSD (enquiry email account) and copied to HAD, URA and LD; FSD replied that Tobacco and Alcohol Control Office ("TACO") was the regulatory authority to handle the complaint and suggested the complainant to contact TACO
12	2024.09.02	Ms Fung	FSD	Complained of the obstruction of EVA near Island House Lane	• 2024.09.02: the complaint was made. FSD inspected the complaint location with no obstruction of EVA found and informed the complainant of the inspection result

[12] The case was also received by ICU (ref no.5 in the ICU list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
13	2024.09.02	Ms Choi	FSD	Complained of the obstruction of EVA/MoE near Island House Lane	• 2024.09.02: the complaint was made. FSD inspected the complaint location with no obstruction of EVA/MoE found and informed the complainant of the inspection result
14	2024.09.04	Tom Yau of Link Property Management Services Limited ("LINK") – management of WFC Carpark	FSD	Enquired about obstructions (personal items) at the corridor near Wang Fuk Court's carpark which falls under the purview of LINK and whether mill barriers could be placed in the corridor	• 2024.09.04: both telephone and email enquiries were made • 2024.09.05: FSD noted that personal items shown in photos attached to the email did not obstruct the EVA and informed a staff member of LINK that the erection of barriers of any type that would cause obstruction to EVA or hamper FSD in discharging its duties in the event of fire was not allowed by FSD
15	2024.09.13	Mr Leung	FSD	Complained of obstruction of MoE by foam boards outside	• 2024.09.13: the complaint was made. FSD inspected the complaint

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				rear staircase on G/F of Wang Chi House	location with no obstruction of MoE found; fire safety advice was given to management staff
16	2024.09.13	So Hiu Fung (蘇曉峯)	FSD	Enquired about the risk of covering windows by using foam boards	•2024.09.13: telephone enquiry was made; FSD replied that there is no specific regulation regulating materials covering windows and invited the enquirer to make a complaint so that further investigation could be made, but the enquirer did not lodge a complaint
17	2024.09.18	Mr Wong	FSD[13]	Complained of the risk of using non fire-retardant foam boards to cover windows as precautionary measure during renovation	• 2024.09.18: the complaint was made through 1823 • 2024.09.20: 1823 assigned the matter to FSD • 2024.09.23: 1823 assigned the

[13] The case was also received by ICU (ref no.8 in the ICU list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					matter to ICU • 2024.09.25: FSD inspected the complaint location and noted that ICU was the regulatory authority to handle the complaint, no enforcement action by FSD was required. As the referral had already been made by 1823, no further referral was made by FSD • 2024.10.03: FSD informed the complainant of the inspection results
18	2024.09.30	So Hiu Fung (蘇曉峯)	FSD	Enquired about the risk of covering windows by using foam boards	•2024.09.30: telephone enquiry was made; FSD replied that there is no specific regulation regulating materials covering windows for FSD and invited Mr So to enquire BD for any applicable regulations or

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					checking the materials
19	2024.10.04	Benny Mak (麥志雄) of the Management Committee of the IO of Wang Fuk Court	FSD	Enquired about highly flammable foam boards covering most windows, sought FSD's help on site inspection, materials testing, arrangement on anti-fire outbreak training to residents, workers, vendors and property management agents, as well as a fire drill	• 2024.10.04: the email enquiry was made • 2024.10.06: FSD left voice messages to the contact to the IO and the Management Office then had a phone call with the enquirer who revealed that windows of all units were covered by foam boards; FSD provided fire safety advice and recommended him to seek advice from BD regarding the foam boards issue and that from LD regarding the safety of scaffolding works, to direct the Management Office to urge the contractor to impose strict site construction management regarding the smoking issue, and to make a fire drill application to FSD

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					through the Management Office • 2024.10.19: a fire drill/talk was conducted at Wang Fuk Court by personnel from Tai Po Fire Station
20	2024.10.11	Lai Hung Kit (黎鴻傑) and Mrs Lai	FSD	Complaint/enquiry about fire risks at Wang Fuk Court regarding leftover garbage and smoking issue of workers	• 2024.10.11: the email complaint/enquiry was made • 2024.10.14: FSD contacted the staff of the Management Office by telephone and advised them to step up security patrols and strengthen renovation site management by prohibiting smoking among workers; the staff of the Management Office agreed to maintain close communication with their project contractors to ensure that all workers be informed about the safety advice; FSD replied

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					through email to inform the enquirers of the action taken and the assurances given by the Management Office of Wang Fuk Court
21	2024.10.16	Lee Kwok Hung (李國鴻)	FSD	Enquired about whether it is necessary to repair fire doors under the contract for building maintenance and repair as FSD may also require replacement of fire doors if it does not meet FSD's standards	• 2024.10.16: telephone enquiry was made; FSD replied that the enquirer can refer to the regulations on fire doors on BD's website and provided the contact of FSD's Building Improvement Support Centre to the enquirer
22	2024.10.16	Lee Kwok Hung (李國鴻)	FSD	Enquired about foam boards covering all windows of his unit	• 2024.10.16: Mr. Lee claimed that the telephone enquiry was made, and two weeks later FSD replied that there was no regulation regulating window covers • FSD possesses no record of Mr Lee's call and FSD's call-back reply

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
23	2024.11.17	Anonymous	FSD	Complained of fire hazards concerning MoE with photos of solar panel on R/F provided	• 2024.11.17: the complaint was made and referred to FSD through 1823 • 2024.11.19: FSD inspected the complaint location and noted that ICU was the regulatory authority to handle the complaint, no enforcement action by FSD was required • 2024.11.20: requested 1823 to refer the case to ICU
24	2024.11.19	Anonymous	FSD	Complained of obstruction of MoE by solar panel on R/F	• 2024.11.19: the complaint was made and referred to FSD and ICU through 1823; FSD inspected the complaint location and noted that ICU was the regulatory authority to handle the complaint, no enforcement action by FSD was

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					required • 2024.11.20: requested 1823 to refer case to ICU
25	2024.12.23	Mr Cheung	FSD	Complained of the obstruction of MoE at staircase landing near Rm 603 Wang Shing House	• 2024.12.23: the complaint was made; FSD inspected the complaint location with no obstruction of MoE found and informed the complainant of the inspection result
26	2025.11.12	莊先生	FSD[14]	Enquired about smoking issue of workers while carrying out repair works on the external scaffolding, which was addressed to LD with copies to the Tobacco and Alcohol Control Office of the Department of Health, BD and FSD	• 2025.11.12: the email enquiry was made to LD and copied to TACO, BD and FSD. • 2025.11.14: FSD replied through email, explaining that "site safety" and "smoking activities" at construction site are not within the jurisdiction of FSD

[14] The case was also received by LD (ref no.34 in the LD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
27	2025.11.19	Mr Lam	FSD	Complained of obstruction of MoE near Rms 1503 & 1504 Wang Yan House	• 2025.11.19: the complaint was made; FSD inspected the complaint location and issued two FHANs against obstructions of MoE; the irregularities were abated on the same date • 2025.11.20: FSD informed the complainant of the inspection result

List of complaints and enquiries made to the Home Affairs Department ("HAD")

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
1	2024.02.09	Danny Sing (representing himself and other owners)	HAD	Complained of the various issues in the owners' meeting on 2024.01.28 including attendance, the selection of PC&E, and handling of owners' questions	• 2024.02.09: the complaint was made to HAD • 2024.02.16: Tai Po District Office of HAD followed up the case and reached out to the complainant for his consent so the case can be shared with the IO for further action; the complainant agreed • 2024.02.19: HAD approached the IO Chairman and reminded him his obligations to convene and hold an owners' meeting under the Building Management Ordinance (Cap. 344) ("BMO") • 2024.02.23: HAD reached out to the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					IO Chairman by letter. In the letter, HAD reiterated the IO Chairman's obligations to convene and hold an owners' meeting under the BMO. HAD contacted the complainant to keep him informed of the progress of follow-up • 2024.03.05: HAD urged the IO Chairman, in an advisory letter, to follow the provisions in the BMO regarding convening an owners' meeting upon a request made by no less than 5% of the owners. On the same day, the IO replied that it had received no complaint from owners on the subject matter and welcomed complaints and suggestions made by owners on a non-anonymous basis. The IO provided HAD with a copy of

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					its reply to the convener of the owners' meetings • 2024.03.14: HAD followed up with the property management company ("PMC") the attendance figures. A manager of the PMC replied that the figure was based on registration records for that day • 2024.03.19: HAD informed the complainant in writing that it had received the copy of the IO's reply, and sought the complainant's consent to release his particulars to the IO so that the IO could approach the complainant for follow up. The complainant did not reply based on HAD's record

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.03.25: HAD issued a further advisory letter to the IO Chairman urging him to fulfill his obligations to convene and hold an owners' meeting under the BMO • 2024.04.09: HAD again reached out to the IO Chairman through another advisory letter to urge him to fulfill his obligations to convene and hold an owners' meeting under the BMO
2	2024.02.26	Tony Ja (representing himself and other owners)	HAD	Complained of the owners' meeting on 2024.01.28 regarding attendance, concerns about transparency and the selection of PC&E with a questionable license	• 2024.02.26: the complaint was made to various government departments • 2024.03.06: the Office of the Chief Secretary for Administration asked HAD to follow up the case • 2024.03.19: HAD in its reply (i)

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					noted that enquiries about the contractor's license had been addressed to the relevant departments and (ii) sought from the complainant further particulars (name and unit information), and consent for their disclosure to the IO, so that the IO could approach the complainant for follow up. The complainant did not reply based on HAD's record
3	2024.03.04	Anonymous	HAD	Complained that security guards at Wang Fuk Court were letting strangers in without ID checks	• 2024.03.05: HAD acknowledged receipt of the complaint and opened a case file • 2024.03.07: TPDO followed up and handled the case • 2024.03.15: HAD informed the 1823 platform ("1823") that it had raised the matter with the IO

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
4	2024.03.11	Jason Yip (representing himself and other owners)	HAD[15]	Complained of the contractor's qualification, connections between involved parties, concern on tender process, and the manner in which the IO handled the related issues	• 2024.03.11: the complaint was made to HAD among others • 2024.03.19: HAD contacted the complainant, informing him that it had taken action to follow up with the IO as regards the request for convening EGM. As for other issues of concern, while noting that the complaint was also addressed to URA, HB, HD and ICAC, HAD also wrote to the relevant authorities, namely, URA, the Competition Commission ("CompComm"), HB and BD, to bring the complaint to their attention for appropriate follow-up

[15] The case was also received by BD (ref no.9 in the BD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.03.19: Mr Yip sent two follow up emails to HAD that enquired about the IO Chairman's manner in handling the request for an owners' meeting to be convened made by not less than 5% of the owners; enquired, *inter alia*, whether the IO would be responsible for any liabilities if it signed any contract/document before PC&E renewed its licence; asked how to avoid dispute, loss and damages if the renewal of licence is rejected by BD after the renovation works had started • 2024.03.21: HAD acknowledged the receipt of the two emails • 2024.03.25: HAD further reached

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					out to URA verbally to follow up the clearance progress of the renovation contract. URA indicated that the IO had submitted the renovation contract to URA but it had not been approved • 2024.03.27, 2024.03.28, 2024.04.02: HAD tried to reach the IO Chairman by phone, but to no avail • 2024.04.02: HAD sought a progress update from the PMC regarding the renovation contract and owners' request for an EGM • 2024.04.08: HAD further followed up with the IO Chairman again on residents' complaints regarding owners' meeting request and asked

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					that the renovation contract not be signed before the meeting; the IO Chairman acknowledged the request • 2024.04.09: upon receiving various complaints from owners, HAD issued another advisory letter to urge the IO Chairman to abide by his obligations to convene and hold an owners' meeting • 2024.04.10: HAD updated the convener of the EGM request that it had requested the IO Chairman to abide by his duties to convene an owners' meeting according to the BMO • 2024.04.10: after a series of follow-up work with multiple parties, HAD

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					issued a substantive reply to the complainant (i) stating the relevant requirements under the BMO and the relevant Code of Practice; (ii) offering information about HAD's Free Legal Advice Service on Building Management which the complainant could make use of to seek legal advice. The complainant was also informed of HAD's follow-up work, namely its repeated reminders to the IO Chairman to comply with the BMO and to approach the signing of the contract with caution
5	2024.03.17	Dr Lau Chung Man	HAD[16]	Complained about meeting attendance, Will Power's past conviction records,	• 2024.03.17: the complaint was made to HAD, URA, BD and LandsD

[16] The case was also sent to BD (ref no.10 of the BD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				connections between Will Power and PC&E	• 2024.03.26: HAD issued an acknowledgement receipt • 2024.04.16: HAD informed the complainant in an interim reply that follow-up work was on-going; the complainant sent another email on the same day •2024.05.03: HAD reviewed the verbal enquiry report dated 2024.03.14 which records that the minutes states the attendance as 595, and that the figure announced at the opening as heard by the HAD officer was 293. The report recorded the manager's explanation that the figure came from computer registration records. There was no available

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					evidence to substantiate the complainant's allegations. HAD then issued a substantive reply which (i) addressed the complainant's concerns by explaining the BMO's provisions regarding proxies and 5% request for owners' meeting and offering HAD's Free Legal Advice Service on Building Management for the complainant's consideration, (ii) reported on the actions HAD had taken to facilitate owners' request for a meeting which included the issuance of advisory; (iii) explained that HAD was aware of the fact that the convenor had withdrawn his request recently, and undertook to remain in touch with the IO for building management issues at Wang Fuk Court

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
6	2024.03.23	Dr Lau Chung Man	HAD	Complained of attendance, Will Power's past conviction records, connections between Will Power and PC&E	• 2024.03.23: the complaint was made to SHYA's Office and HAD • 2024.03.26: TPDO followed up and handled the case • 2024.04.16: HAD replied that it was following up the complaint • 2024.05.03: HAD reviewed the verbal enquiry report dated 2024.03.14 which records that the minutes state the attendance as 595, and that the figure announced at the opening as heard by the HAD officer, was 293. The report recorded the manager's explanation that the figure came from computer registration records. There was no available

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					evidence to substantiate the complainant's allegations. HAD then issued a substantive reply which (i) addressed the complainant's concerns by explaining the BMO's provisions regarding proxies and 5% request for owners' meeting and offering HAD's Free Legal Advice Service on Building Management for the complainant's consideration; (ii) reported on the actions HAD had taken to facilitate owners' request for a meeting which included the issuance of advisory letters; (iii) explained that HAD was aware of the fact the convenor had withdrawn his request recently, and promised to continue to liaise with the IO for building management issues at Wang Fuk Court

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
7	2024.03.30	林景東 & 胡錦輝	HAD	Complained of the irregularities in the 2024.01.28 owners' meeting, including attendance, the IO's handling of owners' questions, and owners' request for an EGM	• 2024.03.30: the complaint was made to the IO Chairman, copying HAD among others • 2024.04.08: HAD contacted the IO Chairman by phone to reflect various owners' complaints it received regarding the owners' request to convene an owners' meeting. HAD reminded the IO Chairman not to sign any renovation contract before the owners' meeting • 2024.04.09: HAD acknowledged the receipt of the complaint. On the same day, HAD issued a further advisory letter to the IO Chairman reminding him of his obligations to convene and hold an owners' meeting under the BMO

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.04.10: HAD contacted Mr. Wu by phone to follow up with complaints made on 2024.03.30, 2024.04.05 and 2024.04.08. HAD explained that it had reached out to the IO Chairman to urge him to abide by the obligations to convene and hold an owners' meeting under the BMO • 2024.04.24: Upon further follow-up, HAD noted that the owners' request for an EGM had been withdrawn • 2024.04.30: HAD replied the complainant stating that HAD had urged the IO Chairman to convene owners' meeting under the BMO's

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					requirements; HAD learned that the convenor had withdrawn the request for the meeting; and HAD would keep in touch with the IO regarding Wang Fuk Court's building management issues
8	2024.04.05	林景東 & 胡錦輝	HAD	Complained of 2024.01.28 owners' meeting, including attendance, the IO's handling of owners' questions, and owners' request for an EGM	• 2024.04.05: the complaint was made to HAD and URA • 2024.04.08: the complainants sent a follow up email. On the same day, HAD contacted the IO Chairman by phone to follow up various owners' complaints it received regarding their joint request to convene an owners' meeting. HAD requested the IO Chairman not to sign any renovation contract before the owners' meeting • 2024.04.09: HAD acknowledged

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					the receipt of the emails • 2024.04.10: HAD contacted Mr. Wu by phone to follow up with complaints made on 2024.03.30, 2024.04.05 and 2024.04.08. HAD explained that it had reminded the IO Chairman to convene an owners' meeting as soon as possible and his obligations to do so under the BMO • 2024.04.24: upon further follow-up, HAD noted that owners' request for an EGM was withdrawn • 2024.05.03: HAD replied the complainant that it had urged the IO Chairman through advisory letters to convene and hold an owners' meeting in accordance with the BMO, HAD

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					noted that Mr. Lam who requested to convene the meeting had withdrawn his request; and HAD would continue to keep in touch with the IO and provide assistance as appropriate
9	2024.04.08	林景東 & 胡錦輝	HAD	Complained of the owners' meeting on 2024.01.28, including attendance, manner of handling owners' questions and owners' request for an EGM	• 2024.04.08: the complaint was made to HAD among others • 2024.04.08: HAD approached the IO Chairman by phone to follow up various owners' complaints it received regarding the owners' request to convene an owners' meeting. HAD requested the IO Chairman not to sign any renovation contract before the owners' meeting • 2024.04.10: HAD contacted Mr. Wu by phone and informed him that HAD had contacted the IO Chairman

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					to urge him to convene an owners' meeting as required in the BMO • 2024.04.12: HAD contacted the IO Chairman to enquire about the renovation contract and to remind him of his BMO obligations to convene an owners' meeting • 2024.04.16: HAD followed up with a Mr. Chan from URA to enquire about the processing status of the application made for Wang Fuk Court's renovation project • 2024.04.24: upon further follow-up, HAD was told by the IO Chairman that the owners' request for an EGM was withdrawn • 2024.05.03: HAD replied the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complainant to explain that it had urged the IO Chairman through advisory letters to convene and hold an owners' meeting in accordance with the BMO; HAD noted that Mr. Lam who requested to convene the meeting had withdrawn his request; and HAD would continue to keep in touch with the IO and provide assistance as appropriate
10	2024.04.16	Dr Lau Chung Man	HAD	Complained of the performance of PC&E	• 2024.04.16: the complaint, which shared the same email header as the complaint made by the complainant on 2024.03.17 (Ref No.5 above), was addressed to URA. HAD was copied among other departments • 2024.04.20: the complainant made another complaint to URA. HAD was copied among other departments

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
					• 2024.04.22: TPDO followed up the case • 2024.05.03: HAD issued a substantive reply to the complainant regarding his complaints made on 2024.03.17 and 2024.03.23
11	2024.06.05	Anonymous (identified as 陳生)	HAD	Complained of the payment arrangement for the renovation	• 2024.06.05: the complaint was made to HAD • 2024.06.07: HAD acknowledged receipt of the complaint • 2024.07.04: HAD issued an interim reply • 2024.07.21: HAD contacted the IO Chairman by phone to follow up the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					latest situation of renovation works among other things • 2024.07.29: HAD issued a reply, drawing the complainant's attention to ss.21-22 of the BMO and recording that the IO Management Committee had decided to extend the payment schedule following HAD's liaison efforts
12	2024.06.11	李永源	HAD	Enquired about the payment arrangement for the renovation	• 2024.06.11: the enquiry was made to the Chief Executive's Office ("CEO") • 2024.06.21: the enquiry was relayed to HAD • 2024.07.03: HAD acknowledged receipt of the enquiry

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.07.12: HAD issued a substantive reply to the enquirer. Among other things, HAD explained that it was the shared responsibility of owners to maintain the common areas of a multi-storey building • 2024.07.25: the enquirer further raised that the IO Chairman had not complied with rules and regulations, including on issues relating to the convening and holding of an EGM on the request of no less than 5% of the owners and the selection of external wall materials • 2024.07.29: HAD issued an advisory letter to the IO Chairman reminding him of his obligation to convene and hold an owners' meeting

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					upon no less than 5% owners' request, and requested the IO Chairman to provide owners with information on the buildings' renovation to ease their concerns • 2024.08.06: HAD issued a letter to the IO Chairman acknowledging that HAD was aware of the fact that the meeting notice was issued • 2024.08.15: HAD approached the IO Chairman by phone to follow up the Management Committee meeting on 2024.08.14 which discussed arrangements for the EGM on 2024.09.06. HAD informed the IO Chairman that it was liaising with CCC Fung Leung Kit Memorial Secondary School ("School") as a

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					venue of the meeting • 2024.08.23: HAD issued a substantive reply to the complainant to inform him, *inter alia*, that an EGM will be held on 2024.09.06 following HAD's liaison efforts. On the complaint regarding the selection of external wall materials, HAD offered the complainant information on its range of services on building management matters, including free legal advisory service, so that the complainant could seek independent legal advice on the interpretation of the relevant provisions in the Deed of Mutual Covenant
13	2024.06.15	Lai Hung Kit (黎鴻傑)	HAD	Complained of the IO issuing a faulty renovation notice with insufficient details	• 2024.06.15: the complaint was made to HAD by email

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.06.20: HAD acknowledged the receipt of the complaint • 2024.07.03: HAD sought the complainant's consent for HAD to direct the complaint and disclose the complainant's particulars to the IO; the complainant agreed • 2024.07.04: with the complainant's consent, HAD followed up with the IO by letter and again reminded the IO Chairman of his BMO obligations to convene and hold an owners' meeting
14	2024.07.03	Anonymous	HAD	Complained of the costs of the renovation work	• 2024.07.03: the complaint was made to SHYA's Office by way of an anonymous letter • 2024.07.05: TPDO followed up the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					case • 2024.07.15: HAD conveyed the issues raised in the complaint to the IO Chairman. Since the complaint was made by way of an anonymous letter, HAD could not give a reply
15	2024.07.11	Cheung Tsz Wan	HAD	Requested assistance to follow up with the IO's unresponsiveness towards requests to share information regarding the insurance and briefing sessions of the renovation project	• 2024.07.11: the complaint was made to HAD by email • 2024.07.15: HAD sought the complainant's consent for the disclosure of the complainant's particulars to the IO for follow up; HAD reached out to the IO Chairman to pursue updates on the 5% owners' request and requests for renovation information be displayed • 2024.07.17: the complainant did not

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					consent to disclosure of her particulars. HAD contacted the IO by phone and by advisory letter without disclosing the particulars of the complainant, and urged the IO to hold an owners' meeting • 2024.07.22: HAD issued an advisory letter reminding the IO Chairman of his obligations to convene and hold an owners' meeting as required in the BMO • 2024.07.26: HAD issued a reply to the complainant indicating that the IO had already announced arrangements for an owners' meeting
16	2024.07.20	Lai Hung Kit	HAD[17]	Complained of various	• 2024.07.20: the complaint was

[17] The case was also received by BD (ref no.13 in the BD list) and ICU (ref no.4 in the ICU list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
		(黎鴻傑)		matters arising from and relating to the renovation project	made to the CEO • 2024.07.22: the CEO replied that the matter had been forwarded to DEVB, HAD and BD for follow-up. On the same day, HAD issued an advisory letter to the IO Chairman to remind him the BMO's requirement for him to convene and hold an owners' meeting upon request from no less than 5% owners • 2024.07.29: HAD issued an advisory letter to the IO Chairman to remind him to abide by the BMO to convene and hold an owners' meeting upon request from no less than 5% owners • 2024.08.06: HAD issued a letter to

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					the IO Chairman stating that it was aware of the fact the IO had decided to hold an owners' meeting on 2024.09.06 at the School upon owners' request. HAD reminded the IO Chairman to abide to the BMO and display the meeting notice accordingly • 2024.08.15: HAD reached out to the IO Chairman to follow up the Management Committee meeting held on 2024.08.14. HAD informed the IO Chairman that it was liaising with the School with the view to securing it as the venue for the meeting • 2024.08.17: the complainant issued a follow up email to the CEO

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					indicating difficulties in finding a venue for an EGM • 2024.08.19: the CEO replied that the matter had been forwarded to HAD for follow-up • 2024.08.21: TPDO followed up the case • 2024.08.28 and 2024.10.04: HAD issued interim replies to the complainant • 2024.10.18: HAD issued a substantive reply to the complainant. Among other things, the reply set out HAD's liaison efforts with the School which eventually led to the holding of the EGM on 2024.09.06 at the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					school premises. On matters touching upon the interpretation of the Deed of Mutual Covenant, HAD provided information on HAD's free legal advisory service to the complainant for seeking independent legal advice • ICU had followed up the matter separately
17	2024.07.24	Lai Hung Kit (黎鴻傑)	HAD	Complained of the questionnaires sent by the IO were harassing	• 2024.07.24: the complaint was made to the IO Chairman, HAD and others • 2024.07.30: HAD issued an interim reply to the complainant • 2024.08.23: HAD issued a substantive reply to the complainant stating (i) HAD's role on building management matters; and (ii) that

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					owners should approach the relevant law enforcement agencies if they felt threatened or had fear about their personal safety
18	2024.07.26	張先生	HAD	Complained of various matters relating to and arising from the renovation work (including the holding of an EGM) and required that the matter be referred to the Home and Youth Affairs Bureau ("HYAB")	• 2024.07.26: the complaint was made through 1823; HYAB asked 1823 to refer the matter to HAD • 2024.07.29: 1823 assigned the matter to HAD for follow-up • 2024.07.31: TPDO followed up the case • 2024.08.06: HAD approached the complainant and informed him of HAD's liaison efforts on the holding of an EGM, including its efforts in securing an appropriate venue. The complainant was informed that the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					arrangements of the EGM would be announced shortly. HAD's handling officer (Ms Doe Or) provided her direct line to the complainant to facilitate his further enquiries on building management matters. The complainant agreed to close his 1823 case. With the complainant's consent, HAD replied 1823 that the case would be handled by HAD direct
19	2024.07.26	Lai Hung Kit (黎鴻傑)	HAD	Complained of the potential risks of scaffolding	• 2024.07.26: the complaint was made to the PMC and IO Chairman, copying HAD; On the same day, HAD called the IO Chairman and reminded him to take precautionary steps. In the call, the IO Chairman offered to liaise with the contractor to carry out an inspection at the complainant's flat HAD issued a reply to the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complainant informing him that HAD had assisted to bring the matter to the IO Chairman's attention. HAD sought consent from Mr. Lai to reveal his particulars to the Management Committee in order to facilitate a site inspection at his flat. Mr. Lai did not reply based on HAD's records
20	2024.07.29	Tsz Wan Cheung	HAD	Complained of discrepancies between the minutes of the IO meeting dated 2024.06.27 and a public notice published on 2024.07.27	• 2024.07.29: the complaint was made to HAD • 2024.08.08: HAD issued an interim reply to the complainant • 2024.08.28: HAD issued a substantive reply to the complainant stating (i) HAD's role in building management matters; and (ii) that HAD followed up with the IO the matter

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
21	2024.07.29	Lai Hung Kit (黎鴻傑)	HAD	Complained of the unauthorized changes to building materials	• 2024.07.29: the complaint was made to the PMC and IO Chairman, copying HAD and URA • 2024.08.08: HAD issued an interim reply • 2024.08.28: HAD issued a substantive reply to the complainant stating (i) HAD's role in building management matters; and (ii) that HAD had reached out to IO for their further handling
22	2024.08.05	Anonymous	HAD	Complained of the IO Chairman's refusal to convene an EGM	• 2024.08.05: the complaint was made through 1823. HAD was assigned to handle the complaint • 2024.08.06: HAD issued a letter to the IO Chairman stating that it was aware of the fact that the IO had

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					decided to hold an owners' meeting on 2024.09.06 at the School upon owners' request. HAD reminded the IO Chairman to comply with the BMO and display the meeting notice accordingly • 2024.08.08: TPDO followed up the case • 2024.08.13: HAD issued a reply through 1823 informing the complainant of (i) HAD's liaison work carried out in relation to the subject matter; and (ii) the IO's decision to hold an EGM on 2024.09.06 • 2024.08.15: HAD reached out to the IO Chairman to follow up with

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					the Management Committee meeting held on 2024.08.14. HAD informed the IO Chairman that it was liaising with the School on matters relating its use as the venue of the owner meeting
23	2024.08.26	Lai Hung Kit (黎鴻傑)	HAD	Enquired about the validity of the proxy form and complained about the questionnaires; requested HAD to urge the IO Chairman to adopt CCTV monitoring on the proxy collection box	• 2024.08.26: the complaint was made to HAD by email and phone. HAD explained that the questionnaire was not provided for under the BMO • 2024.08.30: HAD issued a substantive reply to the complainant advising that completing the questionnaire was voluntary, and that HAD had conveyed the complainant's request for CCTV monitoring to the IO Chairman
24	2024.08.28	Lai Hung Kit (黎鴻傑)	HAD	Complained of possible unauthorized access to the	• 2024.08.28: the complaint was made to the PMC, copying HAD

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				sealed proxy collection box, as many authorization forms went missing overnight	• 2024.09.03: HAD issued a reply to the complainant informing him that there were no provisions under the BMO regarding the handling of the proxy collection box
25	2024.08.31	Anonymous	HAD[18]	Complained of the risks of theft created by the scaffolding	• 2024.08.31: the complaint was made by email to various departments including 1823, the police, URA and HAD • 2024.09.03 & 2024.09.04: TPDO followed up the case • 2024.09.27: HAD acknowledged receipt of the complaint and stated that the Police, to which the complaint had also been addressed,

[18] The case was also received by the Police (ref no.1 in the Police list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					would give a reply to the matter
26	2024.09.02	Mrs. Lai	HAD	Enquired about adverse weather arrangements for the EGM dated 2024.09.06	• 2024.09.02: the enquiry was made to HAD by email • 2024.09.03: HAD discussed with the IO, PMC and Police on logistical arrangements of the EGM dated 2024.09.06. During the discussion, HAD suggested the IO to make a timely announcement to the owners about the arrangements and procedures of the meeting, including those in the event of adverse weather • 2024.09.04 - 2024.09.06: HAD communicated with the enquirer by phone to address her enquiries about the proxy arrangement and meeting procedures. HAD also informed the enquirer that it will liaise with the IO

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					for inclement weather arrangements • 2024.09.06: the enquirer issued a further email to HAD complaining of various matters including proxies and inclement weather arrangements for the EGM on 2024.09.06 • 2024.09.11: HAD issued a substantive reply recording that the relevant issues had been explained over the phone from 2024.09.04 to 2024.09.06
27	2024.09.03	Tsui Moon-come (徐滿柑)	HAD	Complained against a District Council ("DC") member's support for the incumbent Management Committee of the IO	• 2024.09.03: the complaint was made to HYAB and HAD, near the time of the upcoming EGM scheduled for 2024.09.06 • 2024.09.04 & 2024.10.09: HAD issued interim replies

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.10.18: HAD issued a substantive reply to the complainant (i) stating that HAD staff attended the EGM on 2024.09.06 at which a new Management Committee was elected under a resolution passed by the owners; (ii) inviting the complainant, in line with established practice, to direct his complaint about the DC member to the Tai Po DC; and (iii) setting out the BMO provisions on proxy votes
28	2024.09.30	陳球強	HAD	Enquired about the on-site situation at the EGM dated 2024.09.06 and provisions regarding the MC under the BMO	• 2024.09.30: the complaint was made to HAD by email • 2024.10.02: HAD issued an interim reply • 2024.10.10: HAD issued a

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					substantive reply based on the report of HAD staff who attended the EGM. The reply mentioned owners' dissatisfaction that the meeting had to end because the allotted time was up. It also recorded HAD's liaison with the management of the School on the extension of time for the use of the school venue to facilitate the convening of the meeting and the relevant BMO provisions on the MC
29	2025.01.07	Cheung Ho Wai [sic] Andy	HAD[19]	Complained of the various matters arising from the potential extra work in relation to the window sill	• 2025.01.07: the complaint was made to the IO MC by letter, copying HAD among others • 2025.02.12: HAD conveyed this complaint, along with the other complaints and enquiries made by the

[19] The case was also received by ICU (ref no.26 in the ICU list), and received by the Police (ref no.2 in the Police list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complainant in this period (see ref nos.29 to 36), to the IO. HAD requested that HAD be copied in the IO's reply • 2025.02.12: HAD approached the IO Chairman to follow up the series of complaints/enquiries made by the complainant. On insurance, the IO stated that the contractor's insurance was in effect and that a notice had been posted on 2025.02.04. The IO also stated that, as the complainant was not an owner, the IO was not obliged to reply
30	2025.01.14	Cheung Ho Wan Andy	HAD	Complained of the lack of details of insurance for the renovation project	• 2025.01.14: the complaint was made to the IO Management Committee, copying HAD among others

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.02.12: HAD conveyed this complaint, along with the other complaints and enquiries made by the complainant in this period (see ref nos.29 to 36), to the IO. HAD requested that HAD be copied in the IO's reply. • 2025.02.12: HAD approached the IO Chairman to follow up the series of complaints/enquiries made by the complainant. On insurance, the IO stated that the contractor's insurance was in effect and that a notice had been posted on 2025.02.04. The IO also stated that, as the complainant was not an owner, the IO was not obliged to reply

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
31	2025.01.16	Cheung Ho Wan Andy	HAD[20]	Asked for clarifications about the meeting minutes attached	• 2025.01.16: the enquiry was made to the IO Management Committee, copying HAD among others[21] • 2025.02.12: HAD conveyed this enquiry, along with the other complaints and enquiries made by the enquirer in this period (see ref nos.29 to 36), to the IO. HAD requested that HAD be copied in the IO's reply • 2025.02.12: HAD approached the IO Chairman to follow up the series of complaints/enquiries made by the enquirer. On insurance, the IO stated that the contractor's insurance was in effect and that a notice had been

[20] The case was also sent to ICU (ref no.27 in the ICU list).

[21] This enquiry, made by way of letter, was purportedly copied to the Police. However, the Police has no record of receiving this enquiry.

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					posted on 2025.02.04. The IO also stated that, as the enquirer was not an owner, the IO was not obliged to reply
32	2025.01.21	Cheung Ho Wan Andy	HAD	Asked for further clarifications about the daily maintenance and renovation	• 2025.01.21: the enquiry was made to the IO Management Committee, copying HAD among others[22] • 2025.02.12: HAD conveyed this enquiry, along with the other complaints and enquiries made by the enquirer in this period (see ref nos.29 to 36), to the IO. HAD requested that HAD be copied in the IO's reply • 2025.02.12: HAD approached the IO Chairman to follow up the series of complaints/enquiries made by the

[22] This enquiry, made by way of letter, was purportedly copied to the Police. However, the Police has no record of receiving this enquiry.

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					enquirer. On insurance, the IO stated that the contractor's insurance was in effect and that a notice had been posted on 2025.02.04. The IO also stated that, as the enquirer was not an owner, the IO was not obliged to reply
33	2025.01.22	Cheung Ho Wan Andy	HAD	Complained of unauthorized substitution of waterproofing materials	• 2025.01.22: the complaint was made to the IO Management Committee, copying HAD among others[23] • 2025.02.12: HAD conveyed this complaint, along with the other complaints and enquiries made by the complainant in this period (see ref nos.29 to 36), to the IO. HAD requested that HAD be copied in the

[23] This complaint, made by way of letter, was purportedly copied to the Police. However, the Police has no record of receiving this complaint.

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					IO's reply • 2025.02.12: HAD approached the IO Chairman to follow up the series of complaints/enquiries made by the complainant. On insurance, the IO stated that the contractor's insurance was in effect and that a notice had been posted on 2025.02.04. The IO also stated that, as the complainant was not an owner, the IO was not obliged to reply
34	2025.01.22	Cheung Ho Wan Andy	HAD	Complained of the delayed progress of the repair	• 2025.01.22: the complaint was made to the IO Management Committee, copying HAD among others[24] • 2025.02.12: HAD conveyed this

[24] This complaint, made by way of letter, was purportedly copied to the Police. However, the Police has no record of receiving this complaint.

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complaint, along with the other complaints and enquiries made by the complainant in this period (see ref nos.29 to 36), to the IO. HAD requested that HAD be copied in the IO's reply • 2025.02.12: HAD approached the IO Chairman to follow up the series of complaints/enquiries made by the complainant. On insurance, the IO stated that the contractor's insurance was in effect and that a notice had been posted on 2025.02.04. The IO also stated that, as the complainant was not an owner, the IO was not obliged to reply
35	2025.01.24	Cheung Ho Wan Andy	HAD	Complained of the IO's decision to cancel existing projects to fund repairs	• 2025.01.24: the complaint was made to the IO Management Committee, copying HAD among

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				necessitated by the contractor's own negligence	others[25] • 2025.02.12: HAD conveyed this complaint, along with the other complaints and enquiries made by the complainant in this period (see ref nos.29 to 36), to the IO. HAD requested that HAD be copied in the IO's reply • 2025.02.12: HAD approached the IO Chairman to follow up the series of complaints/enquiries made by the complainant. On insurance, the IO stated that the contractor's insurance was in effect and that a notice had been posted on 2025.02.04. The IO also stated that, as the complainant

[25] This complaint, made by way of letter, was purportedly copied to the Police. However, the Police has no record of receiving this complaint.

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					was not an owner, the IO was not obliged to reply
36	2025.01.27	Cheung Ho Wan Andy	HAD	Complained of unauthorized substitution of waterproofing materials, expired contractor insurance and the questionable practices	• 2025.01.27: the complaint was made to the IO Management Committee, copying HAD among others[26] • 2025.02.12: HAD conveyed this complaint, along with the other complaints and enquiries made by the complainant in this period (see ref nos.29 to 36), to the IO. HAD requested it be copied in the IO's reply • 2025.02.12: HAD approached the IO Chairman to follow up the series of complaints/enquiries made by the

[26] This complaint, made by way of letter, was purportedly copied to the Police. However, the Police has no record of receiving this complaint.

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complainant. On insurance, the IO stated that the contractor's insurance was in effect and that a notice had been posted on 2025.02.04. The IO also stated that, as the complainant was not an owner, the IO was not obliged to reply
37	2025.02.01	Cheung Ho Wan Andy	HAD[27]	Complained of the lack of the insurance for contractors	• 2025.02.01: the complaint was made to HAD, URA and the Property Management Service Authority ("PMSA") • 2025.02.12: HAD approached the IO Chairman to urge IO to communicate with the complainant; on insurance matters, the IO claimed that the contractor's insurance for the renovation was in effect and the

[27] The case was also sent to the Police (ref no.3 in the Police list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					notice was posted on 2025.02.04; the IO stated that the complainant was not an owner, therefore the IO was not obliged to reply • 2025.02.21: HAD issued a substantive reply to the complainant, informing him of *inter alia* (i) the IO's request for his particulars for the purpose of following up on his complaints/enquiries; (ii) the details about the weekly work progress meeting; (iii) the owners' rights under BMO to request the IO Chairman to hold an EGM
38	2025.02.01	Cheung Ho Wan Andy	HAD	Complained of the materials used for renovation of the exterior walls	• 2025.02.01: the complaint was made to URA, copying HAD among others[28]

[28] This complaint, made by way of letter, was purportedly copied to the Police. However, the Police has no record of receiving this complaint.

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.02.06: HAD issued an interim reply • 2025.02.21: HAD issued a substantive reply responding to this complaint and two others made on 2025.02.11 and 2025.02.14. HAD informed the complainant that it had conveyed his concerns to the IO who reached out to the complainant seeking further information but received no reply from him
39	2025.02.11	Cheung Ho Wan Andy	HAD	Complained of the handling of insurance documents	• 2025.02.11: the complaint was made to the IO Management Committee, copying HAD among others • 2025.02.12: HAD approached the IO Chairman to urge the IO to

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					communicate with the complainant; on insurance matters, the IO claimed that the contractor's insurance for the renovation was in effect then and the notice was posted on 2025.02.04; the IO claimed that the complainant was not an owner, therefore the IO was not obliged to reply • 2025.02.21: HAD issued a substantive reply responding to this complaint and two others made on 2025.02.01 and 2025.02.14. HAD informed the complainant that it had conveyed his concerns to the IO who reached out to the complainant seeking further information but received no reply from him
40	2025.02.13	李小姐	HAD	Complained of the lack of the insurance for contracts	• 2025.02.13: the complaint was made through 1823

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				and unauthorized substitution of waterproofing materials and other inappropriate actions	• 2025.02.14: the complaint was assigned to HAD • 2025.02.21: HAD contacted the complainant to follow up the issue verbally • 2025.02.25: HAD informed 1823 that the complainant had agreed to close the case
41	2025.02.14	Cheung Ho Wan Andy	HAD[29]	Complained of the unauthorized substitution of waterproofing materials	• 2025.02.14: the complaint was made to the IO, copying HAD among others. HAD had earlier on 2025.02.12 approached the IO Chairman to urge the IO to communicate with the complainant; on insurance matters, the IO claimed

[29] The case was also received by the Police (ref no.4 in the Police list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					that the contractor's insurance for the renovation was in effect then and the notice was posted on 2025.02.04; the IO claimed that the complainant was not an owner, therefore the IO was not obliged to reply • 2025.02.21: HAD issued a substantive reply responding to this complaint and two others made on 2025.02.01 and 2025.02.11. HAD informed the complainant that it had reflected his concerns to the IO who reached out to the complainant seeking further information but received no reply from him
42	2025.02.22	Mrs Lai	HAD	Complained of construction workers smoking on scaffolding	• 2025.02.22: the complaint was made to HAD by email • 2025.02.22: HAD approached the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					PMC to follow up the smoking complaint received. The PMC stated that it had also received similar complaints and would reflect the situation to PC&E. On the same day, HAD learned from the complainant that she had approached the other departments responsible for enforcement on this matter and the email to HAD was for information and reference • 2025.02.24: HAD issued a reply to the complainant advising her to report issues related to construction site safety to the IO or LD
43	2025.03.12	Anonymous (identified as 李小姐)	HAD	Complained of the short time leading to, and requested the postponement of, the EGM on 2025.03.12	• 2025.03.12: the complaint was made through 1823 and assigned to HAD

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.03.12: HAD reached out to the IO Chairman to convey concerns from the complaint. The IO Chairman replied that the EGM would proceed as scheduled unless further reasons were provided, in light of the concern that the postponement would cause further delay to the renovation work
44	2025.03.19	Cheung Ho Wan Andy	HAD	Complained of materials used for renovation of the exterior wall and allegation of bid-rigging of the IO members	• 2025.03.19: the complaint was made to the IO Management Committee, copying HAD among others[30] • 2025.03.20: the complainant issued an email to HAD alleging bid-rigging • 2025.03.26: HAD contacted CompComm to ensure the latter was

[30] This complaint, made by way of letter, was purportedly copied to the Police. However, the Police has no record of receiving this complaint.

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					aware of such complaint • 2025.03.27: CompComm confirmed to HAD that they had received the complaint
45	2025.06.18	胡女士	HAD	Complained of the damage of the unit due to the renovation works on the exterior wall	• 2025.06.18: the complaint was made to the CEO by phone • 2025.06.25: HAD was asked to follow up with the case. HAD approached the PMC to understand their complaint handling mechanism • 2025.06.30 and 2025.07.02: HAD had tried to contact the complainant but was unable to reach her to follow up complaint • 2025.07.07: HAD established contact with the complainant by

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					phone. With the complainant's consent, HAD reached out to the IO Chairman and the PMC for their follow-up. The PMC confirmed that it had received the case and stated that the independent clerk of works would visit the unit and assess • 2025.07.10: HAD issued a written reply to the complainant through 1823, and reported the same to the CEO

List of complaints and enquiries made to the Independent Checking Unit ("ICU")

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
1	2024.02.21	陳智森	ICU	Complained of the misconduct of PC&E	• 2024.02.21: the complaint was made to ICU • 2024.02.23: ICU contacted BD to check on the registration status of PC&E, and BD provided a substantive reply • 2024.03.01: ICU replied that it would reply as soon as possible • 2024.03.12: ICU provided an interim reply • 2024.03.25: ICU replied that since ICU did not involve in the tendering process, the complainant was advised to make enquires about the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					Smart Tender Scheme/tender process to URA or the IO. If there was a suspected bid rigging, he was advised to report to the Competition Commission. ICU also offered that a referral could be made if necessary
2	2024.06.19	馬女士	ICU	Complained of the lack of transparency of the renovation project	• 2024.06.19: the complaint was made through the 1823 platform ("1823") • 2024.06.28: ICU replied to the complainant via phone call
3	2024.06.22	羅女士	ICU	Enquired whether the renovation project was required by the Housing Department ("HD")	• 2024.06.22: the enquiry was made through 1823 • 2024.07.02: ICU replied to the enquirer via phone call
4	2024.07.20	Lai Hung Kit	ICU[31]	Complained of the tendering	• 2024.07.20: the complaint was

[31] The case was also received by BD (ref no.13 in the BD list) and HAD (ref no.16 in the HAD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
		(黎鴻傑)		process, signing contract, selection of external wall tiles without unanimous stakeholder consent, and concerned on the financial burden imposed to the owners	made to the Chief Executive's Office ("CEO"), copying, among others, the Chief Secretary for Administration's Office ("CSO") and Ombudsman • 2024.07.24: The complaint was referred to ICU • 2024.08.02: ICU provided an interim reply • 2024.08.09: the complainant further complained of the safety issues arising from the drop-off of building materials near the playground • 2024.08.12: ICU provided an interim reply

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.09.07: the complainant sent an email to ICU expressing his appreciation • 2024.09.11: ICU replied that ICU had discussed the complainant's concerns with URA, and that ICU would provide guidance on compliance with the Mandatory Building Inspection Scheme ("MBIS") as appropriate. The complainant was also advised to contact URA to get information regarding various financial assistance schemes provided by URA
5	2024.08.11	Lai Hung Kit (黎鴻傑)	ICU[32]	Complained of smoking at construction site	• 2024.08.11: the complaint was made to ICU and FSD, copying

[32] The case was also sent to FSD (ref no.11 in the FSD list).

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
					URA, HAD and LD • 2024.10.22: ICU issued a site safety reminder to the Will Power/Registered Inspector ("RI") regarding the issue and requested the RI to conduct a site safety assessment • 2024.10.28: ICU conducted a site inspection to follow up the smoking issue
6	2024.08.28	程先生	ICU	Complained of the lack of public education on renovation projects of buildings	• 2024.08.28: the complaint was made through 1823 • 2024.09.06, 2024.09.17 & 2024.10.18: ICU had tried to call the complainant, but to no avail • 2024.10.31: after multiple unsuccessful call attempts, ICU

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
					replied the complainant regarding the MBIS information via voice message
7	2024.09.17	Anonymous	ICU	Enquiry about compliance with the use of foam board	• 2024.09.17: the enquiry was made through 1823 2024.09.25: ICU conducted a site inspection in response to the enquiry • 2024.09.27: ICU replied to 1823 that ICU had been in contact with Will Power/the RI responsible for further details. Meanwhile, 1823 informed ICU that the enquirer had not provided contact information for further follow-up. Since another enquiry regarding the same issue had been received, the case was subsequently closed

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.10.09 & 2024.10.22: ICU contacted the RI in response to the enquiry • 2024.10.28: ICU conducted a site inspection in response to the enquiry
8	2024.09.23	黃先生	ICU[33]	Complained of the use of foam board	• 2024.09.23: the complaint was made through 1823 and referred to ICU, BD and FSD • 2024.09.25: ICU conducted a site inspection in response to the complaint, and afterwards the then Senior Building Surveyor/Building Control (advisor seconded from BD) was consulted • 2024.10.03: ICU provided an

[33] The case was also received by FSD (ref no.17 in the FSD list)

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					interim reply. • 2024.10.07 & 2024.11.11: ICU contacted FSD with a view to understanding their reply to the complaint • 2024.10.22: ICU issued an email to the Will Power/the RI reminding him of his obligations to ensure the safety of the works under the Buildings Ordinance ("BO") and requested him to take immediate action and conduct a site safety assessment • 2024.10.28: ICU conducted another site inspection to follow up the issue • 2024.11.12: ICU replied to 1823 that there was no relevant regulation

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					regarding the fire-retardant standard of the foam board, and advised 1823 team to invite future enquirers to contact the IO/Property Management Company ("PMC")/contractors directly
9	2024.10.05	Jason Poon	ICU	Disagreement on LD's reply to residents of Wang Fuk Court regarding the requirement of protective nets used in the repair construction (PNAP APP-70)	• 2024.10.05: the complaint was made to LD, copying BD and ICU • 2024.10.10: BD asked ICU to provide an update on ICU's investigations related to the allegations raised • 2024.10.15: ICU replied to BD in response to their enquiry • 2024.10.22: ICU issued an email to Will Power/the RI reminding him of the RI's obligations to ensure the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					safety of the works under the BO and requested him to take immediate action and conduct a site safety assessment for any imminent danger • 2024.10.28 & 2024.11.18: ICU conducted site inspections to follow up this issue including requesting for the test report, delivery notes and observing the tests carried out by the RI's representative and the contractor • 2024.10.29: after discussion with LD and the site inspection on 2024.10.28, ICU replied BD that there was, at that time, no evidence suggesting that the protective nets did not meet the fire- retardant requirements

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
10	2024.10.11	蘇智源	ICU	Complained of suspended bamboo scaffolding materials over the pedestrian walkway	• 2024.10.11: the complaint was made through 1823 • 2024.10.18: ICU referred the case to LD through 1823 as a parallel follow-up action • 2024.10.22: ICU issued a site safety reminder to the RI • 2024.10.28: ICU conducted a site inspection to follow up the condition of bamboo scaffolding issue • 2024.11.05: ICU replied to the complainant that they had conducted site inspection and instructed Will Power/the RI and the contractor to avoid placing a large number of scaffolding materials on the walkway

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
11	2024.10.16	Clara Ma	ICU	Complained of broken scaffolding bamboo, damaged wall, and flammable materials – foam boards near Block H	• 2024.10.16: the complaint was made through 1823 • 2024.10.18: ICU referred the case to LD via 1823 as a parallel follow-up action • 2024.10.22: ICU issued an email to Will Power/the RI reminding him of his obligations to ensure the safety of the works under the BO and requested him to take immediate action and conduct a site safety assessment for any imminent danger • 2024.10.28: ICU conducted a follow-up site inspection • 2024.10.31: ICU provided an interim reply that the concerns had

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					been conveyed to Will Power and the contractor for follow up; ICU also asked the complainant to provide the exact and detailed location(s) of the damaged wall and broken scaffolding • 2024.11.08 & 2024.11.12: ICU provided a substantive reply advising the complainant to directly contact the IO/PMC/contractor or to provide the exact location(s) of the damaged wall for ICU's follow up action • 2024.11.12: the complainant further complained about the architectural feature and A/C hoods • 2024.11.21: ICU replied via phone call

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
12	2024.10.17	Anonymous	ICU	Complained of site safety risks, including large vehicles moving around, workers not wearing safety helmets, dust generated during the works, and the use of foam boards, and concerned that, as only some windows were covered with foam boards, the remaining windows might be damaged during the hacking off works	• 2024.10.17: the complaint was made through 1823 • 2024.10.18: ICU referred the case to LD via 1823 as a parallel follow-up action • 2024.10.22: ICU issued an email to Will Power/the RI reminding him of the RIs' obligations to ensure the safety of the works under the BO and requested him to take immediate action and conduct a site safety assessment for any imminent danger • 2024.10.28: ICU conducted a follow-up site inspection • 2024.11.07: ICU replied that they had conducted a site inspection and

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					instructed Will Power/RI and the contractor to ensure the design and erection of the scaffolding complying with relevant safety codes and requirements. The scaffolding must also be inspected by a competent person regularly to ensure the residents' safety. Regarding the dust and child safety issues, ICU advised the complainant to contact the PMC directly so that they could be aware of the actual situation
13	2024.10.24	Anonymous	ICU	Complained of the cracks on the external wall caused by the renovation works	• 2024.10.24: the complaint was made through 1823 • 2024.10.28: ICU conducted a follow-up inspection • 2024.11.01: ICU requested the contractor to follow up; ICU asked

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					for further details of the incident and the contact details of the complainant, but 1823 replied that the complainant requested not to disclose his/her personal data • 2024.11.04: ICU provided a substantive reply to 1823, advising the complainant to contact the IO/PMC/contractor or to provide the exact location of the cracks for ICU's follow up
14	2024.10.29	陳先生	ICU	Complained of the cracks on the external wall structural damage caused by the renovation works	• 2024.10.29: the complaint was made through 1823 • 2024.10.31: ICU issued a structural safety reminder to Will Power/the RI regarding the concern and requested Will Power/the RI to examine the situation and assess whether there

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					was any imminent danger or structural concern • 2024.11.08: ICU provided an interim reply • 2024.11.18: ICU conducted a follow-up inspection • 2024.11.19: after the follow-up inspection on 2024.11.18, and clarification by the contractor, ICU replied 1823 that the cracks did not involve structural issues
15	2024.10.29	蔡女士	ICU	Complained of the cracks on the external wall caused by the renovation works	• 2024.10.29: the complaint was made through 1823 • 2024.10.31: ICU issued a structural safety reminder to Will Power/the RI regarding the concern and requested

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
					Will Power/the RI to examine the situation and assess whether there was any imminent danger or structural concern • 2024.11.08: ICU replied to 1823 and clarified that the damage/cracks did not involve structural issues, and advised 1823 to advise future enquirers to contact the IO/PMC/contractor directly • 2024.11.18: ICU conducted an inspection of the site situation in response to the complaint
16	2024.10.30	郭先生	ICU	Complained of the cracks on the external wall caused by the renovation works	• 2024.10.30: the complaint was made through 1823 • 2024.10.31: ICU issued a structural safety reminder to Will Power/the RI

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					regarding the concern and requested for examining the situation and assess whether there was any imminent danger or structural concern • 2024.11.08: ICU called the complainant and clarified that the cracks were not structural, and recommended the complainant to contact the IO/PMC/contractor directly • 2024.11.18: ICU conducted an inspection of the site situation in response to the complaint
17	2024.10.30	Anonymous	ICU	Complained of the structural damage caused by the renovation works	• 2024.10.30: the complaint was made through 1823 • 2024.10.31: ICU issued a structural

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					safety reminder to Will Power/the RI regarding the concern and requested for examining the situation and assessing whether there was any imminent danger or structural concern • 2024.11.08: ICU provided a substantive reply to 1823, advising the complainant to contact the IO/PMC/contractor or to provide the exact location(s) of the cracks for ICU's follow up. Since the complaint was submitted with incomplete information and relevant details, ICU was unable to provide further assistance on this occasion • 2024.11.18: ICU conducted an inspection of the site situation in

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					response to the complaint
18	2024.10.31	蔡女士	ICU	Complained of the structural damage caused by the renovation works	• 2024.10.31: the complaint was made through 1823 • 2024.10.31: ICU issued a structural safety reminder to Will Power/the RI regarding the concern and requested Will Power/the RI to examine the situation and assess whether there was any imminent danger or structural concern • 2024.11.08: ICU provided a substantive reply to 1823, advising the complainant to contact the IO/PMC/contractor or to provide the exact location(s) of the cracks for ICU's follow up • 2024.11.18: ICU conducted an

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					inspection of the site situation in response to the complaint
19	2024.11.11	陳先生	ICU	Complained of the risks of the external wall structural defects	• 2024.11.11: the complaint was made through 1823 • 2024.11.12: ICU issued a safety reminder to Will Power/the RI, copying the PMC, and requested Will Power/the RI to review the complaint subject and assess whether there was any imminent danger or safety risk to the public • 2024.11.18: ICU conducted a follow-up inspection • 2024.11.21: after the follow-up site inspection conducted on 2024.11.18 and based on the understanding from Will Power/the RI, ICU replied to

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					1823 and clarified that there were no significant structural defects were observed on the external walls, and advised the complainant to contact the IO/PMC/contractor or to provide the exact location of the cracks for ICU's follow up
20	2024.11.11	Dr Lau Chung Man	ICU[34]	Enquired whether PC&E/Will Power/the Authorized Person had applied for approval to carry out work on the external walls and submitted notice regarding conducting Minor Works (Class 1) or A&A works, and details of such applications and of the RI	• 2024.11.11: the enquiry was made to BD • 2024.11.12: BD referred the matter to ICU for follow up actions • 2024.11.14: the enquirer followed up the enquiry • 2024.11.18: ICU conducted a follow-up site inspection

[34] The case was sent to BD (ref no.16 in the BD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.12.13: the enquirer followed up the enquiry • 2025.01.20: after checking the records, ICU replied that the Minor Works submissions for the external wall repair works had been received, and ICU had conducted site inspection with the RI • 2025.01.21: the enquirer further enquired about the details of such applications and the identity of the RI who attended the site inspection with ICU • 2025.01.21: ICU replied to the enquirer and advised him to approach the IO for details of the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					Minor Works submissions, including the submission date and the name of the RI as the RI was appointed by the IO • 2025.03.17: the enquirer sent a follow-up email to HD requesting for information of the RI as the IO did not provide a response; ICU provided an interim reply • 2025.03.28: ICU provided an interim reply • 2025.04.07: ICU replied to the enquirer that, as the RI was appointed by the IO, ICU was not in a position to disclose the relevant information to a third party

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
21	2024.11.12	Clara Ma	ICU	Provided opinions on the irregularities of the renovation project concerning additional costs for works on architectural features and air-conditioning hoods	• 2024.11.12: the opinions were received by ICU • 2024.11.21: ICU replied via phone call
22	2024.11.18	Tsui Moon-come (徐滿柑)	ICU	Complained of condition of the external walls	• 2024.11.18: the complaint was made by 1823 • 2024.11.18: ICU conducted a follow-up inspection. The external walls were covered by scaffolding and could not be directly inspected • 2024.11.27: ICU replied that they had conducted site inspection with Will Power/the RI and the contractor. Based on the consultant's and contractor's assessment, the external walls were generally in good condition

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
23	2024.12.17	Manly Yu (representing a group of owners)	ICU	Complained of the concrete structure of some window lintels and air conditioning support platforms of external wall was damaged due to the contractor's excessive chiseling while removing the outer layer of mosaic tiles	• 2024.12.17: the complaint was made to the Housing Bureau ("HB") • 2025.01.06: ICU replied that the consultant had already provided advice to the IO in relation to the external walls, and the construction works on the external walls would not affect safety of the building • 2025.01.12: the complainant claimed that the renovation works had affected the structure of the building, and the contractor should follow the contract requirements • 2025.01.20: ICU replied that the consultant had already provided advice to the IO on the exterior window fins and A/C hoods, and

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					ICU had reminded Will Power/the RI to perform the RIs' duties under the MBIS; ICU was not in a position to comment on the details of the contract
24	2024.12.30	Dr Lau Chung Man	ICU[35]	Complained that the repair of concrete hoods supporting air conditioners had contravened the relevant code of practice; and the contractor removed the window lintels, exposing the rebar; and crack was found on walls	• 2024.12.30: the enquiry on whether the repair of concrete hoods supporting air conditioners had contravened the relevant code of practice was made to ICU, copying BD • 2025.01.21: ICU provided an interim reply • 2025.02.10: ICU replied to the complainant that Will Power/the RI had acknowledged the reported

[35] The case was also sent to BD (ref no.17 in the BD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					concerns regarding cracking and reinforcement bar issues Regarding the defects of the A/C hoods and architectural fins, Will Power/the RI reported that the matter was under review and remedial proposals would be submitted to the IO for consideration. ICU also reminded the RI to make the necessary statutory submissions for any repair works required under the BO
25	2025.01.01 & 2025.01.02	Dr Lau Chung Man	ICU[36]	Complained of the potential non-compliance with BO by PC&E	• 2025.01.01 & 2025.01.02: the complaint was made to HB, HD and BD, copying ICU • 2025.02.10: ICU replied to the

[36] The case was also sent to BD (ref no.17 in the BD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complainant that the Minor Works submissions for the external wall repair works had been received • 2025.02.13: follow-up enquiries were made by the complainant • 2025.03.28: ICU replied the complainant that a Minor Works submission for the external wall repair works had been received. The IO had appointed Will Power/the RI to supervise the repair works under the MBIS
26	2025.01.08	Cheung Ho Wan Andy (representing a group of	ICU[37]	Complained of the A/C hoods and architectural fins damaged by the works	• 2025.01.08: the complaint was made to the IO, copying ICU among others

[37] The case was also received by HAD (ref no.29 in the HAD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
		owners)			• 2025.01.21: ICU conducted a follow-up site inspection
27	2025.01.17	Cheung Ho Wan Andy	ICU[38]	Asked for clarifications about the meeting minutes attached	• 2025.01.17: the enquiry was made to IO, copying ICU among others • 2025.01.21: ICU replied that the matters raised were contractual matters and did not involve the BO, hence they were outside ICU's purview
28	2025.02.13	郭先生	ICU	Complained of the cracks and peeling inside the unit caused by the renovation works	• 2025.02.13: the complaint was made through 1823 • 2025.02.18: ICU sent an email to Will Power/the RI and the PMC, requesting them to review and assess the matter raised

[38] The case was also received by HAD (ref no.31 in the HAD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.02.19: ICU informed the complainant that the contractor would arrange a home visit for inspection; ICU sent a follow-up email to the PMC • 2025.02.21: ICU called the complainant and clarified ICU's role regarding contract administration or project management of the renovation works • 2025.02.27: ICU received updates from the PMC regarding the site visit conducted by the contractor
29	2025.02.13	Dr Lau Chung Man	ICU[39]	Complained of the ICU's approach not to instruct the contractor to reinstate the damaged the exterior	• 2025.02.13: the complaint was made to HB, HD and BD, copying ICU

[39] The case was also received by BD (ref no.18 in the BD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				wall and concrete hoods supporting air conditioners to their original condition but to let the owners to decide on plans for addressing the issues	• 2025.02.14: ICU provided an interim reply • 2025.02.22: the complainant enquired whether the consultant's statements made were factually correct and requested a copy of ICU's written reply, if any • 2025.02.28: ICU conveyed the complaint to Will Power/the RI • 2025.03.04: ICU provided an interim holding reply • 2025.03.05: ICU conducted a site inspection in response to the complaint

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.03.05: the complainant further complained of Will Power's/the RI's plans, and emphasised that PC&E had multiple records of disciplinary actions • 2025.03.08: the complainant informed HB, HD, BD and ICU that an EGM was scheduled to take place on 2025.03.21 • 2025.03.28: ICU replied to the complainant by email that removal of defective concrete formed part of the repair process and was subject to the supervision of the Will Power/the RI. ICU also explained their role relating to the matters of the repair method, the IO's operation and the DMC

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
30	2025.02.21	馬女士	ICU	Enquiry about contractors' insurance for the renovation project, and reported smoking and workers safety issues	• 2025.02.21: the enquiry was made through 1823 • 2025.02.25: the enquirer provided supplemental information via 1823; ICU called the enquirer to explain and advise • 2025.02.27: ICU provided a substantive reply on the insurance matter
31	2025.02.27	YSY	ICU[40]	Enquired about the noise and safety risks posed by the renovation project	• 2025.02.27: the enquiry was made to BD; BD referred the matter to ICU, copying the enquirer on the same day • 2025.03.05: ICU conducted a follow-up inspection

[40] The case was also received by BD (ref no.19 in the BD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.03.07: after the follow-up inspection on 2025.03.05, ICU replied to the enquirer regarding the concerned workflow – the hacking off of external walls was restricted within a working zone of every three floors and the building debris was to be collected through debris chutes • 2025.03.13: ICU received an email expressing appreciation for ICU to follow up and conduct inspection
32	2025.03.02	凌先生	ICU	Complained of the cracks on internal wall created by the renovation project	• 2025.03.02: the complaint was made through 1823 • 2025.03.03: ICU issued an email to Will Power/the PMC to enquire about the details

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.03.12: ICU replied to the complainant via phone call, and provided a detailed explanation of ICU's position and role
33	2025.03.13	Dr Lau Chung Man	ICU[41]	Complained against the contractor for causing extensive damage to the external walls and concrete panels supporting air conditioners by drilling without applying for approval, and Amanda Lau (劉嘉敏) of ICU for failing to instruct the contractor to restore them to their original condition	• 2025.03.13: the complaint was made to HB, HD and BD, copying ICU • 2025.04.14: ICU replied to the complainant by letter that the RC had submitted Notices of Commencement of Class I Minor Works, and ICU had issued acknowledgement letters accordingly. Regarding details of the RI, ICU reiterated that the information was provided to ICU by the IO, and advised the complainant

[41] The case was also received byBD (ref no.20 in the BD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					to obtain the requested information from the IO
34	2025.03.18	林女士	ICU	Complained of building quality issues, specifically the alleged deviation of structural component inside the A/C hood	• 2025.03.18: the complaint was made through 1823 • 2025.03.28: ICU called the complainant and explained ICU's role and duties. The complainant acknowledged and understood that ICU was unable to address the concerns on the building quality issue
35	2025.05.10	陳先生 (representing a group of owners)	ICU	Complained of the condition of the A/C hoods and enquired which government department was responsible for issuing the occupation permit for Wang Fuk Court	• 2025.05.10: the complaint was made through 1823 and to the Housing Authority ("HA"), copying, among others, the CSO, BD, HB and HAD • 2025.05.12: BD replied that the matter was under the purview of

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					ICU, and trusted that ICU would follow up accordingly; ICU received the complaint • 2025.05.13: a follow-up enquiry was made by the complainant to BD and HB, copying, among others, HA, the Ombudsman and HAD • 2025.05.22 & 2025.05.29: ICU provided an interim reply • 2025.06.03: ICU conducted a follow-up site inspection • 2025.06.19: ICU replied that an occupation permit was not applicable to Wang Fuk Court; regarding the condition of A/C hoods, following a site inspection on 2025.06.03 and

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
					according to information provided by the consultant, the matter raised would not affect the structure of the building, and the contractor had removed the plastering
36	2025.06.12	林女士	ICU	Complained of water dripping from the air-conditioner of the upper unit, which affected the quality of the repair works to the A/C hoods of the complainant's unit	• 2025.06.12: the complaint was made through 1823 • 2025.06.19: ICU requested Will Power/the RI and contractor to follow up, with a copy to the PMC, specifically requesting their attention to the workmanship; ICU provided an interim reply • 2025.06.27 & 2025.07.02: PC&E and Will Power/the RI informed ICU about the complainant's flat's situation by WhatsApp, such as "H2501 冷氣機台已油防水"

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.07.02: after obtaining information from the PMC and Will Power/the RI, ICU replied to the complainant about the rectification action taken by the contractor; ICU advised the complainant to contact the IO/PMC if the dripping issue persisted
37	2025.06.18	郭先生	ICU[42]	Complained of concrete spalling and cracks on the ceiling inside the unit caused by the renovation works	• 2025.06.18: the complaint was made through telephone to the CEO • 2025.07.02: BD referred the case to ICU by memo • 2025.07.07: ICU received the referral

[42] The case was also received by BD (ref no.22 in the BD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.07.17 & 2025.07.22: ICU attempted to call the complainant but was unsuccessful • 2025.07.22: ICU liaised with the PMC to obtain information on the case • 2025.08.01: ICU contacted the complainant by phone and requested for photos of the ceiling defects for follow up • 2025.09.22: ICU replied to 1823 that they had followed up the matter with the PMC and discussed with a Ms Woo as directed by the complainant. ICU requested Ms Woo to provide photos of the ceiling taken before the renovation constructed

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					started but in vain • 2025.10.02: ICU replied to the complainant that they had contacted the PMC for follow up, and was informed that the contractor refused to take responsibility for the matter raised. As the matter was not under the purview of ICU, ICU advised the complainant to contact the management office for assistance or resolve the matter through legal action
38	2025.06.24	Anonymous	ICU	Complained of water seepage caused by the renovation works	• 2025.06.24: the complaint was made through 1823 • 2025.07.14: ICU replied 1823 that they had conducted a site inspection with the consultant and requested the contractor to expedite the renovation

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					works; ICU also advised on the possible cause of water seepage
39	2025.07.13	Dr Lau Chung Man	ICU[43]	Enquired that whether the RI, PC&E and sub-contractors have breached their duties in various issues, and raised concerns on the previous disciplinary actions against PC&E	• 2025.07.13: the complaint was made to HB, HD and BD, copying ICU • 2025.07.22 & 2025.08.01 & 2025.09.02: ICU provided interim replies • 2025.09.14: the complainant indicated that the residents reported that the contractor had changed the types of tiles and complained of the quality of repair works to the window lintel • 2025.10.02: ICU replied that for

[43] The case was also received by BD (ref no.23 in the BD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					matters regarding Prescribed Repairs under the MBIS, ICU had conducted inspection and met with the representative of Will Power/the RI, but a full inspection could not be conducted as the facade was covered by scaffolding and nets; for matters such as water backflow from air-conditioners and water seepage, they were related to works management, which fell outside the BO. Nevertheless, ICU had relayed the concerns to Will Power/the RI and requested for enhanced site supervision and project management; for the past records of PC&E, ICU relied it was not in a suitable position to comment
40	2025.09.06	Anonymous	ICU	Complained of the suspected illegal workers from mainland used at in	• 2025.09.06: the complaint was made through the 1823

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				the renovation project	• 2025.09.15: ICU replied to 1823 that they had conveyed the matter to Will Power/the RI and the contractor and advised the complainant to raise the matter with the relevant department • 2025.09.15: ICU requested Will Power/the RI and the contractor, copying the PMC, to review the situation immediately • 2025.09.22: the contractor replied and denied the use of illegal workers
41	2025.09.29	Kong Cheung Fat (江祥發)	ICU	Complained of damaged scaffolding nets at Wang Fuk Court following recent typhoons and ageing of scaffolding nets	• 2025.09.29: the complaint was made through 1823 • 2025.10.02: the supplementary materials were submitted by the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complainant through 1823 • 2025.10.03: complaint received by ICU through 1823 • 2025.10.08: ICU sent an email to Will Power/the RI requesting them to review the situation and assess whether there was any imminent danger to the public • 2025.10.13: ICU provided an interim reply • 2025.10.20: ICU conducted a follow-up inspection • 2025.10.23: the complainant followed up with the complaint through 1823 and by email to ICU,

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					with an express reference made to the Chinachem fire incident. • 2025.10.23: In light of the Chinachem fire incident, ICU issued a fire safety reminder email to the Will Power/the RI requesting that a clear and firm reminder be issued to all parties to prioritize fire safety at Wang Fuk Court. Will Power/the RI was also requested to ensure that all scaffolding was maintained in good condition and that the fire-retardant properties of the safety nets fully complied with statutory requirements. ICU also took the initiative to issue reminder emails to RIs and carried out inspections in other courts under renovation, regardless of whether there was any

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complaint or enquiry received • 2025.10.24: ICU provided an interim reply, stating that ICU had conducted a follow-up inspection and would provide a consolidated reply shortly • 2025.10.24: the complainant sent a further email to ICU expressing concerns about safety of the old scaffolding net, the condition of the toe boards, and workers' safety • 2025.10.27: ICU referred the matter to LD for appropriate follow-up action regarding the issue of workers' safety; ICU sent a follow-up reminder email to Will Power /the RI attaching a Circular Letter dated

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					21.10.2025 issued by BD concerning fire retardant requirement of scaffolding nets for immediate attention and compliance • 2025.10.28: ICU conducted a further site inspection to follow-up the condition of scaffoldings, toe boards and the scaffolding nets • 2025.10.31: ICU replied to the complainant that the scaffolding and nets had been gradually rectified after Typhoon Ragasa. Although some deficiencies were found, ICU had reminded Will Power/the RI to rectify as soon as possible and had reminded them that the scaffolding should be examined by a competent person immediately after

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
					rectification
42	2025.10.04	Anonymous	ICU	Complained of construction debris falling from height	• 2025.10.04: the complaint was made through 1823 • 2025.10.10: the complaint was received by ICU through 1823 • 2025.10.14: ICU requested Will Power/the RI to review the situation and assess whether there was any imminent danger to the public regarding fallen objects from height • 2025.10.14: Will Power replied to ICU that it is believed that the debris falling from height came from Kwong Fuk Estate instead as the waste mosaic tiles were white in colour, whereas the mosaic tiles of Wang Fuk Court were brown in

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					colour; Will Power stated that the hacking-off works had been completed in late August 2025. In view of safety concerns, Will Power/the RI had reminded the contractor to be aware of the risk of falling objects from height and to take proper preventive measures • 2025.10.20: ICU replied to the complainant that the hacking-off works for the external wall mosaic tiles at Wang Fuk Court had been completed, and that the colour of the mosaic tiles shown in the photos was inconsistent with Wang Fuk Court. ICU advised that, should the complainant continue to have concerns, they may provide additional information to the relevant

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
					parties for follow-up as appropriate
43	2025.09.27	紀先生	ICU	Complained of the bending scaffolding	• 2025.09.27: the complaint was made through 1823 • 2025.10.13: the complaint was received by ICU through 1823 • 2025.10.20: ICU conducted a follow-up inspection • 2025.10.24: ICU replied to 1823 that they had conducted a site inspection, and the scaffolding had already been rectified gradually after typhoon Ragasa • 2025.10.28: ICU conducted a follow-up inspection
44	2025.11.04	Will Power	ICU	The RI's email enquiry about the fire certificate requirements for	• 2025.11.04: the enquiry was made

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				staircase component	to ICU[44]
45	2025.11.06	Kong Cheung Fat (江祥發)	ICU[45]	Complained of stones falling from height at Wang Fuk Court, raised concerns about aging of scaffolding nets	• 2025.11.06: the complaint was made to ICU by email, copying BD and LD • 2025.11.07: ICU wrote to Will Power/the RI, copying the PMC, regarding the complaint and requested for an immediate review of the situation and assessment of whether there was any imminent danger to the public • 2025.11.10: Will Power/the RI replied by email that action was taken and attached an incident report to the email reply.

[44] ICU was in the process of considering the enquiry and the relevant legislation, no reply was given to Will Power before the fire.

[45] The case was also received by LD (ref no.33 in the LD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• LD had followed up the matter accordingly
46	2025.11.21	Kong Cheung Fat (江祥發)	ICU[46]	Complained of a bamboo stick which fell from height	• 2025.11.21: the complaint was made to ICU, copying BD and LD • 2025.11.24: ICU issued a safety reminder email to Will Power/the RI on fallen objects from height, requesting an immediate review of the situation and assessment of whether there was any imminent danger to the public

[46] The case was also received by LD (ref no.35 in the LD list).

List of complaints and enquiries made to the Labour Department ("LD")

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
1	2024.07.18	Not given by LD	LD	Complained of the failure to cordon off the area during lifting of materials and the illegal parking of vehicles of the contractor that blocked a recreational area	• 2024.07.18: the complaint was made to LD • 2024.07.22: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified, as no materials lifting work was conducted during the inspection. Written warning was issued to the person in charge • 2024.07.26: an interim reply was made • 2024.08.16: LD made a substantive reply to the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complainant, stating that written warning had been issued to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures
2	2024.07.19	Not given by LD	LD	Complained of the safety concerns posed by lifting of materials	• 2024.07.19: the complaint was made to LD • 2024.07.22: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as there was no materials lifting work conducted during inspection. Written warning was issued to the person in charge • 2024.07.26: an interim reply was made

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.08.16: LD made a substantive reply to the complainant, stating that written warning had been issued to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures
3	2024.07.19	Not given by LD	LD	Complained that ten workers were observed using only nine independent lifelines	• 2024.07.19: the complaint was made to LD • 2024.07.22: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint was not justified as it was found that the number of independent lifelines provided to workers was more than the number of workers concerned during inspection.

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					Written warning was issued to the person in charge • 2024.07.26: an interim reply was made • 2024.08.16: LD made a substantive reply to the complainant, stating that written warning had been issued to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures
4	2024.07.20	Not given by LD	LD	Complained of the workers observed not attaching their safety harnesses to independent lifelines	• 2024.07.20: the complaint was made to LD • 2024.07.22: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					was not justified as workers were found attaching their safety harnesses to independent lifelines during inspection. Written warning was issued to the person in charge • 2024.07.26: an interim reply was made • 2024.08.16: LD made a substantive reply to the complainant, stating that written warning had been issued to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures
5	2024.07.20	Not given by LD	LD[47]	Complained of workers smoking at construction site	• 2024.07.20: the complaint was made to LD

[47] The case was also received by FSD (ref no.10 in the FSD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.07.22: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint was not justified as no worker was found smoking on the site and there were no flammable substances/materials at the site. Written warning was issued to the person in charge. Separately on the same day, the complaint was referred to FSD • 2024.07.31: LD made a verbal substantive reply to the complainant
6	2024.07.24	Not given by LD	LD	Complained of workers not using the safety harnesses and the safety concerns posed by	• 2024.07.24: the complaint was made to LD

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				lifting of materials	• 2024.07.26: an interim reply was made • 2024.08.16: LD made a substantive reply[48] to the complainant, stating that written warning had been issued to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures
7	2024.07.26	Lai Hung Kit (黎鴻傑)	LD	Complained of the potential risks of scaffolding	• 2024.07.26: the complaint was made to the IO Chairman and the property management company ("PMC"), copying LD among others

[48] The subject matter of the complaint took place on 2024.07.19. As an inspection had been carried out on 2024.07.22 based on separate complaints on the same subject matter (see above), no separate inspection was carried out for this complaint. LD considered the complaint could not be justified, based on the inspection findings on 2024.07.22.

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
					• 2024.08.08: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint was not justified as (i) an acceptable separation distance was kept between bamboo members and windows; and (ii) the site foreman revealed *inter alia* that the contractor had taken remedial measures to shorten the length of bamboo member involved to dispel the complainant's concern. Written warning was issued to the person in charge • LD decided not to reply, as (i) LD had only been copied to the complaint email; and (ii) further email correspondences between the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complainant and a manager of the PMC indicated that the issue had been settled before LD's on-site investigation
8	2024.08.01	Not given by LD	LD	Complained of workers smoking on bamboo scaffolding at construction site	• 2024.08.01: the complaint was made to LD • 2024.08.08: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as no worker was found smoking other than in the smoking area designated by the contractor and the Site Foreman revealed that in house rules had been formulated to deal with the issue of worker smoking in the construction site. Written warning was issued to the person in charge

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.08.09: an interim reply was made • 2024.08.30: LD made a substantive reply to the complainant, stating that written warning had been issued to the person in charge to observe the OSH legislation and to take appropriate preventive measures
9	2024.08.10	Not given by LD	LD	Complained of workers not using the safety harnesses	• 2024.08.10: the complaint was made to LD • 2024.08.27: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as no scaffolder was found not using the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					fall arresting system during the inspection. Written warning was issued to the person in charge • No reply was made by LD, in accordance with the complainant's express indication that no response from LD was required
10	2024.08.12	Not given by LD	LD	Complained of workers not using fall arrestors	• 2024.08.12: the complaint was made to LD • 2024.08.27: an inspection was conducted Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as no scaffolder was found not using the fall arresting system Written warning was issued to the person in charge

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• No reply was made by LD, in accordance with the complainant's express indication that no response from LD was required
11	2024.08.14	Not given by LD	LD	Complained of smoking on bamboo scaffolding at construction site	• 2024.08.14: the complaint was made to LD • 2024.08.16: an interim reply was made • 2024.08.27: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as no worker was found smoking on bamboo scaffolds as well as other site areas and there were no flammable substances/materials at the site. The Site Foreman revealed that in

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					house rules had been formulated to deal with the issue of worker smoking in the construction site. Written warning was issued to the person in charge • 2024.08.30: LD made a substantive reply to the complainant, stating that written warning had been issued to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures
12	2024.08.16	Not given by LD	LD	Complained of safety risks posed by lifting of materials and PC&E's lack of procedures protecting safety	• 2024.08.16: the complaint was made to LD • 2024.08.23: LD made an interim reply • 2024.08.27: an inspection was

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as no materials lifting work was conducted. In addition, the safety measures for lifting operation were readily implemented by the contractor including the provision of trained rigger and banksman, temporary fencing off lifting zone and posting of warning signs required for lifting operation. Written warning was issued to the person in charge • 2024.08.30: LD made a substantive reply to the complainant, stating that written warning had been issued to the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					person in charge to observe the OSH legislation and to take appropriate preventive measures
13	2024.08.19	Not given by LD	LD	Complained of the safety risks posed by raising or lowering of bamboo scaffolds and the suspected non-compliant scaffold condition	• 2024.08.19: the complaint was made through the 1823 platform ("1823") • 2024.08.23: an interim reply was made • 2024.08.27: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as no materials lifting work was conducted. In addition, safety measures for lifting operation were implemented by the contractor including provision of trained

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					rigger and banksman, temporary fencing off lifting zone and posting of warning signs required for lifting operation. In addition, no irregularity of the scaffold was observed. Written warning was issued to the person in charge • 2024.09.17: LD made a substantive reply to the complainant, stating that written warning had been issued to the person in charge to observe the OSH legislation and to take appropriate preventive measures
14	2024.08.21	Not given by LD	LD	Complained of the workers working on scaffolding without CSSR Form 5 (“棚架檢查結果報告-表格五”) issued and safety risks in the construction	• 2024.08.21: the complaint was made through 1823 • 2024.08.23: an interim reply was made

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				site posed by lifting of materials	• 2024.08.27: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as no worker was found working on the scaffold concerned and the issuance of CSSR Form 5 of the scaffold by the scaffolding contractor was still pending before it is put into use. Written warning was issued to the person in charge • 2024.09.02: the complainant provided further information through 1823 • 2024.09.17: LD made a substantive reply to the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complainant, stating that written warning had been issued to the person in charge to observe the OSH legislation and to take appropriate preventive measures
15	2024.09	Lee Kwok Hung (李國鴻)	LD	Complained of workers smoking on scaffolds, leaving cigarette butts and conducting works without wearing safety belt	• 2024.09: the complaint by phone was made in late September • 2024.09: LD replied that there is no need to wear safety harnesses and would arrange for inspection for the smoking issue
16	2024.09.06	Not given by LD	LD	(Initial enquiry) Enquired about the contractors' submission of information to LD on matters pertaining to:- (i) the number of workers and organization chart of site personnel at Wang Fuk Cour; (ii) the use of machineries; and	• 2024.09.06: the initial enquiry was made to LD • 2024.09.16: LD made an interim reply to the enquirer. A follow-up enquiry from enquirer was made to LD

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				(iii) whether the scaffold protective nets were in compliance with the fire-retardant standards (Follow up enquiries) Enquired about various matters in different emails pertaining to:- (i) workers' use of safety helmet near the lifting operations and compliance of scaffolding nets with the fire-retardant standards; (ii) the enforcement operations conducted by LD; and (iii) details about the court proceedings for contravention of OSH legislation arising from LD's enforcement actions	• 2024.10.04: LD made a substantive reply to the enquirer for the initial and follow-up enquiries • 2024.10.06: The enquirer made a follow-up enquiry to LD • 2024.11.05: LD made a substantive reply to the enquirer • 2025.01.21: The enquirer made a follow-up enquiry to LD • 2025.02.17: LD made a substantive reply to the enquirer • 2025.02.20: The enquirer made a follow-up enquiry to LD

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.03.18: LD made a substantive reply to the enquirer • 2025.03.22: The enquirer made a follow-up enquiry to LD • 2025.04.16: LD made a substantive reply to the enquirer • 2025.04.16: The enquirer made a follow-up enquiry to LD • 2025.05.08: LD made a substantive reply to the enquirer
17	2024.09.11	Not given by LD	LD	Complained of workers not using the safety harnesses	• 2024.09.11: the complaint was made through 1823 • 2024.09.16: an interim reply was made

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.09.24: a further complaint was made through 1823 to urge LD's follow up action and reply. On the same day, an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as the site was not in operation. Written warning was issued to person in charge • 2024.10.04: LD made a substantive reply to the complainant, stating that written warning had been issued to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures. In the reply, LD further explained

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					to the complainant why the use of harnesses was considered unnecessary in the circumstances
18	2024.09.12	Not given by LD	LD	Complained of workers not wearing helmets	• 2024.09.12: the complaint was made to LD • 2024.09.16: an interim reply was made • 2024.09.24: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as the site was not in operation. Written warning was issued to person in charge • 2024.10.10: LD made a substantive reply to the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					complainant, stating that written warning had been issued to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures
19	2024.09.19	Not given by LD	LD	Complained of workers working on the scaffold not wearing safety harnesses and safety helmets	• 2024.09.19: the complaint was made to LD • 2024.09.24: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as the relevant work was suspended due to raining and no worker was found working at the scaffold. Written warning was issued to person in charge

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.10.03: LD made a verbal substantive reply to the complainant over phone. The complainant was invited to provide a statement in an interview for the purpose of further enforcement action, but the complainant terminated the call
20	2024.09.26	Not given by LD	LD	Complained of the suspected lack of CSSR Form 5 (“棚架檢查結果報告-表格五”) for the scaffold	• 2024.09.26: the complaint was made through 1823 • 2024.10.10: LD considered the ref not justified because the relevant CSSR Form 5s were provided by the contractor by email, subsequent to the inspection carried out on 2024.09.24. LD made a substantive reply to the complainant, stating that CSSR Form 5 was completed already

Ref No.	***Date***	***Name of Complainant / Enquirer***	***Bureau / Department***	***Summary of Complaint / Enquiries***	***Actions taken to follow up***
21	2024.10.05	Not given by LD	LD	Complained of the fire-retardant properties of protective nets used in the repair construction and that the reply provided by LD is misleading to public	• 2024.10.05: the complaint was made to LD • 2024.10.10 & 11.05: interim replies were made • 2024.12.04: LD made a substantive reply to the complainant, stating that LD had checked the certificate of scaffolding nets which showed its compliance with the fire-retardant standard, and had referred the matter to the relevant departments
22	2024.10.16	Not given by LD	LD	Complained of decayed bamboo members on the scaffolding that posed danger to workers and workers smoking at construction site	• 2024.10.16: the complaint was made to LD • 2024.10.21: an inspection was conducted at Wang Fuk Court. Based on the inspection findings,

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					LD considered that the complaint could not be justified as no worker was found smoking other than the smoking area designated by the contractor and there were no flammable substances/materials at the site. Although a few cigarette butts were found in the common area of Wang Fuk Court, it was unclear who was smoking on site. In addition, no prominent damage of the scaffold was observed. Written warnings were issued to the persons in charge • 2024.10.24: LD made a substantive reply to the complainant over phone. On the same day, the complainant provided supplementary

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					information to LD by email raising the same issue • 2024.11.14: LD made a substantive reply to the complainant, stating that it had issued written warnings to the persons in charge to observe the OSH legislation and to take appropriate preventive measures
23	2024.10.16	Not given by LD	LD	Complained of the cracks in the scaffolding	• 2024.10.16: the complaint was made to LD • 2024.10.21: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as there were no obvious cracks on the scaffold and the scaffold was inspected by a

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					competent person with a valid CSSR Form 5 issued. Written warnings were issued to the persons in charge • 2024.10.23: an interim reply was made • 2024.11.13: LD made a substantive reply to the complainant, stating that written warnings had been issued to the persons in charge to observe the OSH legislation and to take appropriate preventive measures
24	2024.10.18	Not given by LD	LD	Complained of workers smoking at construction site, cracks of bamboo members and workers conducting works without attaching their safety	• 2024.10.18: the complaint was made through 1823 • 2024.10.21: an inspection was conducted at Wang Fuk Court.

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				harnesses to independent lifelines	Based on the inspection findings, LD considered that (i) the complaint in respect of workers not attaching safety harnesses to independent lifelines was justified. Corresponding prosecution actions were initiated and improvement notices were issued; (ii) the other complaint issues could not be justified as no prominent damage was found on the scaffold. No worker was found smoking other than the smoking area designated by the contractor and there were no flammable substances/materials at the site during inspection. Although a few cigarette butts were found in the common area of Wang Fuk Court, it was unclear who was smoking on site. Written

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					warnings were issued to the persons in charge • 2024.10.28: an interim reply was made • 2024.11.14: LD made a substantive reply to the complainant, stating that it had taken appropriate enforcement and follow-up actions
25	2024.10.19	Not given by LD	LD	Complained of workers leaving scaffold materials suspended above pedestrian passageway	• 2024.10.19: the complaint was made through 1823 • 2024.10.21: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint was not justified as the working area was fenced off and the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					bamboo members found on the catch fan were stable and no hazard of falling object was noted. Written warnings were issued to the persons in charge • 2024.10.23: an interim reply was made • 2024.11.14: LD made a substantive reply to the complainant, stating that written warnings had been issued to remind the persons in charge to observe the OSH legislation and to take appropriate preventive measures
26	2024.10.19	Not given by LD	LD	Complained of decayed bamboo scaffold members on the scaffold, flammable foam	• 2024.10.19: the complaint was made through 1823

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				boards and workers smoking	• 2024.10.21: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as the bamboo scaffold was found to have no prominent damage and a valid CSSR Form 5 was issued for the scaffold. Written warnings were issued to the persons in charge • 2024.10.23: an interim reply was made • 2024.11.11: a referral memo concerning the scaffold condition and fire-retardant properties of scaffold protective net was issued to ICU for action

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2024.11.14: LD made a substantive reply to the complainant, stating that written warnings had been issued to the persons in charge to observe the OSH legislation and to take appropriate preventive measures
27	2024.12.10	Not given by LD	LD	Complained of workers not attaching their safety harnesses to independent lifelines and the use of new bamboo members with unknown risks	• 2024.12.10 & 2024.12.12 & 2024.12.19 & 2024.12.21: the complaint was made through 1823 with several follow-up complaints • 2024.12.12: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as workers concerned were found attaching their safety harnesses to independent lifelines during

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					inspection. Written warning was issued to the person in charge • 2024.12.20: an interim reply was made 2025.01.08: a referral memo concerning the issue of new bamboo members was issued to BD and HD for action • 2025.01.08: LD made a substantive reply to the complainant, stating that written warning had been issued to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures
28	2025.01.27	Not given by LD	LD	Complained of workers driving the forklift truck without license	• 2025.01.27: the complaint was made through 1823

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.02.04: an interim reply was made • 2025.02.10: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as the forklift operator possessed a valid operating certificate. Written warning was issued to the person in charge • 2025.02.18: LD made a substantive reply to the complainant, stating that written warning had been issued to remind the person in charge to observe the OSH legislation and to take

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					appropriate preventive measures
29	2025.02.24	Not given by LD	LD	Complained of workers smoking at construction site and conducting works without wearing safety helmets	• 2025.02.24: the complaint was made to LD • 2025.03.05: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as no worker was found smoking or not wearing a safety helmet in the site. Written warning was issued to the person in charge • 2025.03.05: LD made a verbal substantive reply to the complainant over phone as per the complainant's request
30	2025.02.28	Not given by LD	LD	Complained of the structural impacts to the complainant's	• 2025.02.28: the complaint was made through 1823

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
				unit brought by the repair on the external wall	• 2025.03.05: an inspection was conducted at Wang Fuk Court. LD considered that the complaint could not be justified as the issue of building structural safety was beyond LD's purview • 2025.03.06: an interim reply was made • 2025.03.06: a referral memo concerning the structural safety was issued to BD and ICU for action • 2025.03.17: LD made a verbal substantive reply to the complainant over phone, stating that the complaint regarding

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					structural safety was outside the scope of LD and that the case had been referred to BD and ICU
31	2025.04.30	Not given by LD	LD	Complained of workers smoking on the scaffold, conducting works without safety harnesses, and employment of illegal workers	• 2025.04.30: the complaint was made through 1823 • 2025.04.30: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as it did not find any worker working on scaffold. Written warning was issued to the person in charge • 2025.05.08: LD made a substantive reply to the complainant, stating that written warning had been issued to remind the person in charge to observe the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					OSH legislation and to take appropriate preventive measures
32	2025.07.23	Not given by LD	LD	Complained of broken scaffolding nets for Wang Cheong and Wang Tai after typhoon	• 2025.07.23: the complaint was made through 1823 • 2025.07.28: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as scaffolding nets in question were found to have been fixed, and the contractor would inspect and strengthen the structure of scaffolding. Written warning was issued to the person in charge • 2025.07.30: LD made a substantive reply to the complainant, stating that it had

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					conducted inspection with written warning issued to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures
33	2025.10.27	Not given by LD	LD	Concerns about the safety of the scaffolding nets	• 2025.10.27: the complaint was referred from ICU to LD • 2025.11.06: the complainant sent a follow-up email that there were stones fell from height • 2025.11.17: an interim reply was made • 2025.11.20: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as the

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					scaffold was enclosed by scaffolding nets with a valid CSSR Form 5 issued and no falling object was found. The contractor would inspect and replace the problematic scaffolding nets with new nets. Written warning was issued to the person in charge • 2025.11.24: LD made a substantive reply to the complainant, stating that it had issued a written warning to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures
34	2025.11.12	Not given by LD	LD[49]	Complained of workers smoking at construction site	• 2025.11.12: the complaint was made to LD, copying others

[49] The case was also received by FSD (ref no.26 in the FSD list).

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					• 2025.11.20: an inspection was conducted at Wang Fuk Court. Based on the inspection findings, LD considered that the complaint could not be justified as no worker was found smoking in the site. Written warning was issued to the person in charge • 2025.11.24: LD made a substantive reply to the complainant, stating that it had issued a written warning to remind the person in charge to observe the OSH legislation and to take appropriate preventive measures

Ref No.	*Date*	*Name of Complainant / Enquirer*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
35	2025.11.21	Kong Cheung Fat (江祥發)	LD[50]	Complained of a bamboo member which fell from height	• 2025.11.21: the complaint was made to ICU, copying LD and BD

[50] The case was also sent to ICU (ref no.46 in the ICU list).

List of complaints and enquiries made to the Police

Ref No.	*Date*	*Name of Complainant*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
1	2024.08.31	Anonymous	Police[51]	Complained of the risks of theft created by the scaffolding	• 2024.08.31: the complaint was made to the Police, URA and HAD[52]
2	2025.01.07	Cheung Ho Wai [sic] Andy	Police[53]	Complained of the various matters arising from the potential extra work in relation to window sill	• 2025.01.07: the complaint was made to the IO, copying the Police among others[54]
3	2025.02.01	Cheung Ho Wan Andy	Police[55]	Complained of the lack of the insurance for contractors	• 2025.02.01: the complaint was made to the Property Management Services Authority, URA and HAD,

[51] The case was also sent to HAD (ref no.25 in the HAD list).

[52] Since the erection of scaffolding in July 2024, the Police had stepped up patrol at Wang Fuk Court. Between July 2024 and November 2025, no burglary was reported in Wang Fuk Court.

[53] The case was also sent to HAD (ref no.29 in the HAD list).

[54] There was no criminal element disclosed in the complaint, and the Police did not receive any subsequent referral from other government departments that criminal element was surfaced during their follow up actions. As such, the Police took no further action on this issue.

[55] The case was also sent to HAD (ref no.37 in the HAD list).

Ref No.	*Date*	*Name of Complainant*	*Bureau / Department*	*Summary of Complaint / Enquiries*	*Actions taken to follow up*
					copying the Police among others[56] • 2025.02.11: related complaint was made to the IO, copying the Police among others
4	2025.02.14	Cheung Ho Wan Andy	Police[57]	Complained of the unauthorized substitution of waterproofing materials	• 2025.02.14: the complaint was made to the IO, copying the Police among others[58]

[56] If there is suspicion of corruption or crime revealed in the complaint, it would be referred to ICAC or the Police for investigation. Since no referral was made to the Police after receipt of the complaint, the Police took no further action on this issue.

[57] The case was also sent to HAD (ref no.41 in the HAD list).

[58] There was no criminal element disclosed in the complaint, and the Police did not receive any subsequent referral from other government departments that criminal element was surfaced during their follow up actions. As such, the Police took no further action on this issue.

Annex 9

Comparison table for Condition A and Condition B in the testing method GB/T 5455-2014 as stated in the national standard GB 5725-2009

		Condition A	Condition B
Application Scope		Determination of burning behavior when flame is applied to the bottom edge of textile vertically oriented	Same as Condition A
Applicable Materials		Textiles and products	Same as Condition A
Test Environment		10-30° C, 30-80% RH	Same as Condition A
Specimen size		300 mm x 89mm	Same as Condition A
Number of specimens required		10 (5 Lengthwise and 5 widthwise)	5 (3 Lengthwise and 2 widthwise)
Conditioning		Equilibrate under 20° C and 65% Relative Humidity	In oven at 105°C for 30 min In desiccator ≥ 30min
Burner setting:	Angle	Bottom center, burner tilt 25°	Same as Condition A
	Fuel source	Industrial propane/butane or mixture	≥ 97% methane
	Flame Height	40 ± 2 mm	Same as Condition A
	Distance	17 mm between burner tip and specimen bottom edge	Same as Condition A
Time of applying flame to specimens		12 seconds	3 seconds
Result determination		(1) Average value for the afterflame/afterglow time of the 5 Lengthwise specimens; and (2) Average value for the afterflame/afterglow time of the 5 Widthwise specimens	Average value for the afterflame/ afterglow time of all 5 specimens
Criteria for safety net		*According to GB 5725 -2009:* *Afterflame time, afterglow time for both orientations shall not be larger than 4 seconds*	