

For closing submissions before the Independent Committee commencing on 15.7.2026 at 10am

IN RELATION TO THE FIRE AT WANG FUK COURT IN TAI PO
CLOSING STATEMENT FOR ISS EASTPOINT PROPERTIES LIMITED (“ISS EPP”)¹

A. Overview

1. Over the course of this evidential hearing which lasted 27 days, the IC has received submissions and evidence from a host of involved parties, factual witnesses, and experts. ISS EPP expresses its gratitude to the IC for its enormous efforts in the present investigation, which is of immense public importance, and also for allowing all involved parties to participate in the evidential hearing, which has been conducted in an open and transparent manner. Once again, ISS EPP expresses its heartfelt sympathies to all victims of the Fire and their families.
2. In this Closing Statement, apart from highlighting and reiterating its role and scope of duties as property manager of Wang Fuk Court (see **Section B** below) which should help put the following discussion in its proper context, ISS EPP will analyse the evidence received by the IC in respect of (1) assisting and co-ordinating with other contractors engaged by the incorporated owners (see **Section C** below); (2) handling complaints (see **Section D** below); (3) emergency responses to the Fire (see **Section E** below); and (4) organising owners’ meetings (see **Section F** below).

¹ Unless otherwise stated, references to item numbers are to those of the Opening Statement of ISS EPP dated 9 March 2026.

3. In addition, ISS EPP will also make proposals for improvement measures on the issues which will be analysed in **Sections C to F** below.

B. ISS EPP's role and responsibilities as PMC

4. ISS EPP's role and responsibilities as a property management company ("PMC") are defined primarily by the Property Management Agreement executed with the Incorporated Owners ("IO") of Wang Fuk Court dated 1 January 2023 ("PMA") [H1-1/1+]. Under the terms of the PMA:

- 4.1 ISS EPP is to carry out the duties and responsibilities of a PMC, as set out in Clause 6.3 thereof. This includes, among other things, the arrangement of maintenance services in respect of fire service installations ("FSI") (see Clause 6.3(e) – “安排保養和更換公用地方的照明、過風和消防設備”). Excluding disbursements (such as staff salary), the monthly property management fee charged by ISS EPP for managing the entire Wang Fuk Court was HK\$24,210 (plus an administrative fee of HK\$13,400) for the calendar year of 2025 (Clause 2.1) [H1-1/3].

- 4.2 ISS EPP however is not to act as project manager or supervisor of any major renovation works. If ISS EPP (or any of its subsidiaries) are to be appointed to that role for any major renovation works that involve a construction fee of HK\$1 million or more, ISS EPP (or its appointed subsidiary) would be entitled to a further supervision fee, which would need to be separately agreed between ISS EPP and the IO. Any supervision work by ISS EPP for major renovations would also be

subject to a tender process in accordance with the BMO (Clause 2.2) [H1-1/3]. As a matter of fact, neither ISS EPP nor any of its subsidiaries were appointed to take any supervisory role in respect of the Renovation Works; nor have they charged or received any project management or supervision fee, or entered into any agreement with the IO to this effect, as contemplated under Clause 2.2 of the PMA.

5. The Property Management Services Authority (“PMSA”) has formulated the “Code of Conduct for Handling Fire Safety Work” [B2/2625+] (“Code”) as well as the “Best Practice Guide for Handling Fire Safety Work” (“Guide”). Under paragraph A(3) of the Code [B2/2632], the PMC, owners’ organisation and owners have a collective duty to engage a registered fire service installation contractor (“RFSIC”) to maintain, inspect or repair FSI in the common parts of a property.
6. At this juncture, it should be pointed out that by virtue of the Building Management Ordinance (Cap. 344) (“BMO”), and the Deed of Mutual Covenant applicable to each estate, the formation and governance of the owners’ corporation, the decisions of its management committee, and the conduct of owners’ meetings are matters for the owners and the IO. Accordingly, the property manager acts as the IO’s agent and upon its instructions.
7. In discharge of its duties, ISS EPP had (on behalf of the IO of Wang Fuk Court) duly entered into a Fire Services System Maintenance Agreement with Victory Fire, an RFSIC, for a period of 2 years commencing on 1 January 2024 (Clause 10) [H1-1/31-34], pursuant to which Victory Fire was obliged

to carry out scheduled quarterly and yearly services of checking FSI (Clause 9). As a matter of fact, Victory Fire carried out the annual inspection works of the FSI at Wang Fuk Court in March 2025.

8. Furthermore, as part of its own efforts to formulate an internal control system and to train its own staff, ISS EPP had formulated the following internal guidelines for its own personnel:

- 8.1 The Integrated Management System Manual [H1-3/6556+];

- 8.2 The Building Staff Manual [H1-3/6612+];

- 8.3 The Security Manual [H1-3/6633+];

- 8.4 The Emergency Procedures Manual [H1-3/6650+].

9. ISS EPP notes and welcomes the Government's announcement that the FSD will collaborate with the PMSA to revise the "Guide", so as to provide good practice recommendations on how PMCs may discharge their enhanced duties under the revised statutory framework [B14/6277].

C. ISS EPP's assistance to and co-ordination with contractors

10. ISS EPP is required to rely on experts and licensed professionals (e.g. RFSICs) in the proper discharge of its duty, including on the maintenance of FSIs and for Wang Fuk Court. By way of an overview:

- 10.1 The IO appointed PC&E and WP as the main contractor and professional advisor of the Renovation Works respectively, and they were responsible for designing, planning, scheduling, and executing the Renovation Works which were outside the scope of ISS EPP's responsibility under the PMA. ISS EPP's staff necessarily had to rely upon and defer to the expertise of PC&E and WP when encountering the aforesaid matters in the ordinary course of their work. Nevertheless, ISS EPP's staff provided support and assistance to PC&E and WP should such needs arise, which will be further discussed in **Section C1** below.
- 10.2 ISS EPP (for and on behalf of the IO) engaged Victory Fire as the RFSIC of Wang Fuk Court to install, maintain, inspect, and repair the FSI at Wang Fuk Court. ISS EPP deferred to the specialised expertise of Victory Fire as a qualified RFSIC.
- 10.3 PC&E itself appointed China Status as a RFSIC during the Renovation Works in respect of the emptying of the FS Water Tanks, including the issuance of 8 shutdown notices ("SDN") in respect of the shutting down of the fire hydrant and hose reel systems between April and November 2025. Numerous extensions to the SDNs were also filed by China Status subsequently. Again, there was no reason for ISS EPP to question China Status that it would not properly discharge its duty as RFSIC.
- 10.4 Regrettably, as discussed in **Section C2** below, both Victory Fire and China Status have not properly discharged their duties as RFSIC.

11. Issues relating to ISS EPP’s internal co-ordination with contractors are discussed in **Section C3** below.

C1. Mr Law’s rendering of assistance to PC&E

12. As the staff of ISS EPP have testified, between May and August 2025, PC&E intended to empty the FS Water Tanks in preparation for their renovation as part of the Renovation Works.² Upon PC&E’s requests, the staff at the management office issued work orders to the in-house artisans to assist in handling PC&E’s requests.³ One of the artisans directed to assist PC&E was Mr Law Kwok Shui (“**Mr Law**”), an electrician.
13. Despite PC&E having engaged China Status as the RFSIC for works related to the FS Water Tanks, China Status did not render any assistance or guidance, whether for the process of emptying the FS Water Tanks or at all. Worse still, China Status did not even inspect any of the relevant FSI at Wang Fuk Court before issuing the SDNs to the FSD. Further details on China Status’s failure will be provided below.
14. As Mr Law explained, while he had no prior experience in emptying FS Water Tanks, he had previously seen other contractors execute this process.⁴ On this occasion, Mr Law was accompanied by staff from PC&E; and upon switching

² In the course of the evidential hearing, many questions were directed towards whether the repair of the FS Water Tanks was warranted in the first place. As should now be clear, ISS EPP played no role in the decision to engage in such works and did not have the technical expertise to assess whether such works were justified or not.

³ Lok WS §§13-14 [WS2/93/1224-1226].

⁴ Law WS §21 [WS2/94/1234].

off the water supply, fearful that the lack of water would cause damage to the booster pump (and may create fire hazard),⁵ and not knowing that turning off the FS Lever Switches would also turn off the fire alarm system,⁶ Mr Law, apparently at his own initiative and without seeking further instructions or advice,⁷ switched off the FS Lever Switches as part of the process of emptying the FS Water Tanks, in accordance with the work orders issued by the management office (which were in turn issued pursuant to the requests made by PC&E). Needless to say, at no point in time did ISS EPP countenance its staff to tamper with FSIs, which should only be handled by RFSICs as qualified professionals. Notably, the work orders [H2/6779-6781] did not describe what should be done in order to empty the FS Water Tanks. The evidence also shows that Mr Law himself was not aware that the FS Lever Switches were linked to the fire alarm system at Wang Fuk Court.⁸

15. Mr Law's inadvertent mistake was regrettable, but likely could have been avoided if: (1) China Status, the RFSIC responsible for works related to the FS Water Tanks, had been present at the scene and undertaken the actual work of emptying the FS Water Tanks and/or given appropriate instruction or guidance to the on-site staff in carrying out the works (including how the FS Lever Switches and other devices relating to fire safety should be handled); and/or (2) a warning sign in the form stipulated in §3.8.2 of Appendix 4 to the latest version of the FSD's Code of Practice ("CoP") on Inspection, Testing and Maintenance of FSI ("CoP on Inspection") [B2/919] had been affixed to

⁵ See also [T7/49:23-33 (Chi); T7/88:21-89:8 (Eng)].

⁶ [T7/49:34-50:1 (Chi); T7/89:9-14 (Eng)].

⁷ [T7/48:28-29 (Chi); T7/87:1-3 (Eng)].

⁸ [T7/49:34-50:1 (Chi); T7/89:9-14 (Eng)].

the FS Lever Switches, which expressly warns that the tampering with the switch may turn off the entire fire alarm system (see §42 below).

C2. The lack of assistance and co-ordination from RFSICs

16. The assistance provided by Mr Law on the FS Water Tanks lasted from about May/July 2025 to August 2025. Mr Law last switched off a FS Lever Switch in August 2025.⁹ Nevertheless, between August and November 2025 (when the Fire broke out), neither RFSIC then engaged for Wang Fuk Court (i.e. Victory Fire and China Status) rectified the matter.
17. China Status was directly engaged by PC&E as the relevant RFSIC for the emptying of the FS Water Tanks **[R1/1-2]**. One would have expected China Status to be able to spot and rectify all issues concerning FSI compliance in connection with the FS Water Tank renovation works. As a matter of fact, because China Status was required to certify that the relevant FSI had to be shut down overnight or continuously in excess of 24 hours (see e.g. **[R1/782]**), China Status ought to have sent staff to undertake and supervise the actual works of emptying the FS Water Tanks, in which case the inadvertent tampering with the FS Lever Switches by Mr Law could have been avoided as mentioned above.
18. According to the evidence of Mr Leung Ping Kay of China Status:

⁹ Law WS §22 **[WS2/94/1234]**.

- 18.1 In respect of China Status's engagement as RFSIC for Wang Fuk Court, all China Status did was only to submit the relevant documentation (e.g. SDN and FS 251) to the FSD, but did not otherwise conduct any independent assessment on whether the shutting down of any FSI was appropriate or justified.¹⁰
- 18.2 Despite the fact that the FS 251 includes a certification by the signing RFSIC that the FSI in question have been tested and found to be in efficient working order (see e.g. **[R1/63 (bottom)]**), Mr Leung confirmed that no such actual inspection of the relevant FSI was conducted by China Status.¹¹
- 18.3 Indeed, China Status did not even once conduct a site visit at Wang Fuk Court.¹²
19. Similarly, Victory Fire was engaged as the RFSIC to do rectification works to follow up on the defects identified as part of the annual inspection. It is astonishing (to say the least) that despite having discovered that the FS Lever Switches were switched off by 19 November 2025 at the latest (i.e. one week before the Fire),¹³ Victory Fire took no steps either to: (1) bring this matter to the attention of China Status, the RFSIC responsible for the FS Water Tank works; or (2) switch on the FS Lever Switches themselves, despite being aware that the FS Lever Switches were the main switches for the fire alarm system of Wang Fuk Court.

¹⁰ [T9/61:18-27 (Chi); T9/111:6-19 (Eng)].

¹¹ [T9/63:31-64:7 (Chi); T9/115:6-116:11 (Eng)].

¹² [T9/63:31-64:27 (Chi); T9/115:6-117:8 (Eng)].

¹³ See Chung Kit Man WS §8 [WS2/133/1530].

20. The IC would recall that the highly dubious evidence given by Mr Chung Kit Man of Victory Fire during his examination, where Mr Chung attempted to shift the blame away from Victory Fire by contending that: (1) his company had all along asked for the SDN in respect of the FS Water Tank works from ISS EPP; and (2) he had orally conveyed such request to Ms Cheng Tsz Ying (“**Ms Cheng**”) of ISS EPP through telephone calls, including in the course of a purported telephone call on 21 November 2025 [**T6/28:24-29:2 (Chi); T6/47:3-20 (Eng)**]. It appears that Mr Chung reconstructed his evidence based on his call records, which shows that there was a 9-second call on that day [**R2/851**]. However, according to Ms Cheng’s phone record, the call on 21 November 2025 was a missed call [**H5/6815**]. Upon being confronted with such incontrovertible evidence during his oral testimony, Mr Chung further speculated that his call with Ms Cheng may be the 6-second call under the “incoming call” entry [**R2/851**].¹⁴ In doing so, he also intimated to the IC that he had applied to obtain further “*records*” and “*proof*” of his account but no update in this regard had been provided by Mr Chung/Victory Fire at all (even up to the present day).¹⁵ On any view, Mr Chung’s evidence is simply incredible.
21. More importantly, as Ms Cheng confirmed in her testimony [**T8/70:31-35 (Chi); T8/131:18-22 (Eng)**], the relevant SDNs were stored electronically, such that if Victory Fire had really asked for those SDNs, they could be furnished to Victory Fire easily.

¹⁴ [T9/33:1-34:29 (Chi) ; T9/59:18-61:5 (Eng)].

¹⁵ [T9/34:10 (Chi); T9/61:21-22 (Eng)]; [T9/34:30 (Chi); T9/62:18 (Eng)].

22. Separately, during his examination, Mr Chung mentioned that there was a “*very established practice*” in the RFSIC industry whereby one RFSIC would not tell another RFSIC how to carry out its work, even if the other RFSIC has made mistakes.¹⁶ This approach is highly unsatisfactory. Being the RFSIC engaged by the IO to handle the maintenance and repair of FSI at Wang Fuk Court, Victory Fire ought to have paid attention to the state of the FSI (including the fact that the FS Lever Switches had been switched off by November 2025), and ensured that no unacceptable fire risks arose from it. What Victory Fire did was effectively turning a blind eye to such risks.
23. It is clear from the foregoing discussions that, even though Mr Law had inadvertently switched off the FS Lever Switches by August 2025, this could have been rectified in good time before the Fire if either China Status or Victory Fire had properly discharged their duties as RFSIC.

C3. Internal coordination

24. Mr Lam Man Yan (“**Mr Lam**”) was employed as a building engineer and was responsible for the management of the technical department of ISS EPP stationed at Wang Fuk Court. However, he left the employment of ISS EPP between April and October 2025, and only re-joined ISS EPP on 8 October 2025.¹⁷ Hence, Mr Lam was not employed by ISS EPP when Mr Law inadvertently switched off the FS Lever Switches. Mr Lam’s testimony also shows that he was not aware of the work orders previously issued by the

¹⁶ [T6/46:32-35 (Chi); T6/76:20-24 (Eng)].

¹⁷ Lam WS §3 [WS2/92/1213].

management office to the artisans for assisting in PC&E's requests to empty the FS Water Tanks.¹⁸

25. In any case, this does not detract from the fact that Mr Lam is not a qualified RFSIC and that China Status completely failed to discharge its duty, which led to Mr Law being required to consider and decide on the work procedure (to complete the work orders issued at the request of PC&E) without any guidance from an expert or a qualified professional.
26. In this regard, it is necessary to mention a factual inconsistency between the evidence of Mr Law,¹⁹ who said that he enquired with Ms Lok Sin Ying (“**Ms Lok**”) of the management office as to whether the work order should be carried out since it involved tampering with an FSI, and the evidence of Ms Lok,²⁰ who was adamant that such a conversation did not take place. As Ms Lok observed (and as fairly acknowledged by leading counsel for the IC),²¹ there may be many reasons for potential inconsistencies in testimony and the mere existence of such inconsistencies does not entail either witness not being forthcoming.
27. Moreover, in addition to the above factors which would materially affect whether Mr Law's act of turning off the FS Lever Switches (hence also the fire alarm system) could have been avoided or would have been rectified afterwards, Mr Law's act and its effect must also be considered in conjunction with the following peculiar circumstances of the case:

¹⁸ [T7/77:32-78:32 (Chi); T7/137:24-139:13 (Eng)].

¹⁹ [T7/48:1-29 (Chi); T7/85:24-87:3 (Eng)].

²⁰ [T6/82:4-83:5 (Chi); T6/134:4-136:15 (Eng)].

²¹ [T7/12:11-33 (Chi) ; T7/23:12-25:5 (Eng)].

27.1 It appears from the expert evidence that the Fire was exceptional in the way in which it rapidly escalated, which is attributable to the chimney effect created by the geometry of the re-entrant areas of Wang Fuk Court, as well as the presence of combustible materials in those areas, such as non-fire-retardant safety nets and foam boards.²² The rapid spread of the Fire, coupled with the alteration of staircase windows into access openings which hastened the infiltration of smoke into the staircase, meant that the window for the residents to evacuate was virtually non-existent. As the IC’s experts have put it, the rapid spread of the Fire meant that “*there was basically zero available safe egress time ... the evacuation routes were blocked even before people had the chance to move*” [T27/4:13-19 (Chi); T27/13:3-8 (Eng)] (see also the Expert Report of Prof Asif Sohail Usmani and Prof Jiang Liming dated 15 June 2026 at §4.4.15 [ER3/2235]).

27.2 It appears from the FSD’s evidence that, due to the severity of the Fire, the fire alarm system might have been non-functional even if it had been activated during the Fire. As Mr Keung Sai Ming, Assistant Director (Licensing and Certification) of the FSD, explained in his 3rd Witness Statement at §6.2 [WS4/167/1802], the post-Fire inspection “*revealed that the electrical cabling serving the affected circuits in all buildings except Wang Chi House, had been severely damaged by intense heat. This physical damage indicated that even if power had been restored, both the FAS and FH/HR system would have remained*

²² Examination of Prof Asif Sohail Usmani and Prof Jiang Liming [T27/16:32-17:3 (Chi); T27/59:2-60:3 (Eng)].

non-functional". This was confirmed by Mr Yiu Men-yeung, the Assistant Director of the New Territories South Command of the FSD and the leader of the Inter-Departmental Fire Investigation Task Force: [T26/47:8-10 (Chi); T26/90:18-23 (Eng)].

27.3 During the post-Fire investigations, it was discovered that the control fuses for all blocks (except Wang Cheong House) were blown. That was the case even for Wang Chi House, which was not affected by the Fire.²³ The underlying reason for the blown fuses (including whether it was attributable to the Fire or not) is unknown: (1) of the seven blown fuses, only that of Wang Chi House underwent laboratory examination where it was discovered that the blown fuse was damaged due to an overcurrent – the cause of the overcurrent is however unknown;²⁴ and (2) as to the other six blown fuses, there are no test reports showing whether such condition was caused by the Fire or not.²⁵

27.4 In breach of the Code of Practice on Provision of Means of Escape in Case of Fire and Allied Requirements (1976), there were no protected lobbies between the corridors and staircases.²⁶

D. ISS EPP's handling of complaints

28. In relation to the handling of complaints related to the Renovation Works, ISS EPP's role was as follows:

²³ FSD's Preliminary Report on Wang Fuk Court [B2/1893-1894]; Keung 3rd WS §6.4(b) [WS4/167/1803].

²⁴ Final Investigation Report by the Inter-Departmental Fire Investigation Task Force at §10.4.9 [ER1/216-217]; Examination of Yiu Meng-yeung [T26/46:17-18 (Chi); T26/89:13-15 (Eng)].

²⁵ Examination of Yiu Meng-yeung [T26/46:19-25 (Chi); T26/89:16-22 (Eng)].

²⁶ Joint Expert Report of Professors Usmani and Jiang at §§5.3.6, 6.7.1 [ER3/2241-2242, 2247]; Examination of Prof Asif Sohail Usmani and Prof Jiang Liming [T27/4:8-12 (Chi); T27/12:10-18 (Eng)].

- 28.1 From time to time, the management office received complaints from residents about fire hazards (such as smoking among PC&E’s workers and piling up of combustible rubbish). Generally speaking, the management office collected and recorded those complaints and relayed them to PC&E and WP.²⁷
- 28.2 In respect of the issue of smoking, the management office instructed the building attendants to pay special attention to the incidents of workers smoking and posted “No Smoking” signs on the premises.²⁸
29. During the examination of Ms Cheng, it was suggested by the IC’s counsel that ISS EPP could have taken further steps to co-ordinate with PC&E and WP on how the complaints could be resolved, or whether the matter should have been escalated to the relevant law enforcement agencies.²⁹ This should however be understood in the following context, against the practical limitations facing PMCs like ISS EPP:
- 29.1 The IO assigned the responsibility over the Renovation Works exclusively to PC&E and WP.³⁰ ISS EPP had no contractual or compulsive power to give directions to the workers of PC&E and WP and thus was not in a position to enforce any corrective measures

²⁷ Lok WS §9(a) [WS2/93/1223]; Wong WS §10 [WS2/95/1239]; Cheng WS §36 [WS2/98/1266]; Examination of Ms Cheng [T8/23:9-24:27 (Chi); T8/42:25-46:1 (Eng)]; Examination of Ms Lok [T6/75:15-78:5 (Chi); T6/122:4-127:10 (Eng)]; Examination of Wong Pak Shing [T7/55:1-56:31 (Chi); T7/98:12-102:1 (Eng)].

²⁸ Cheng WS §§48-51 [WS2/98/1268-1269]

²⁹ Examination of Ms Cheng [T8/25:23-26:2 (Chi); T8/47:13-48:5 (Eng)]; [T8/27:34-28:10 (Chi); T8/51:13-52:7 (Eng)]; and [T8/18:33-35 (Chi); T8/34:10-15 (Eng)].

³⁰ Clauses 1.3 and 3 of the Work Contract [H1-1/5.1/65-67].

directly. For instance, on the issue of smoking, Ms Cheng explained in her oral evidence that “[w]e simply cannot control the Prestige workers. We cannot really dismiss them” [T8/25:26-27 (Chi); T8/47:18-19 (Eng)]. A similar explanation was given by Mr Wong Pak Shing, a senior building attendant at Wang Fuk Court, as to why there was little that he could have done to follow up with the smoking complaints [T7/56:17-18 (Chi); T7/101:6-8 (Eng)].

29.2 It appears from the evidence given at this evidential hearing that the Independent Control Unit saw pictures of the access openings but did not raise any fire safety risks arising from them;³¹ the Labour Department even considered and accepted that the access openings serve occupational safety purposes, in that they allowed the workers to flee.³² In these circumstances, ISS EPP did not have the expertise and would not have been in a position to assess and identify the relevant risks.

30. ISS EPP welcomes any suggestions that the FSD may have (upon their review of all the issues arising from the Fire) on the management of complaints relating to fire hazards, especially during renovation works.

³¹ Examination of Yung Siu Lun [T23/16:7-16:10 (Chi); T23/30:24-31:5 (Eng)] [T23/18:9-18:15 (Chi); T23/36:19-37:4 (Eng)].

³² Examination of Li Man Pong [T16/42:28-43:1 (Chi); T16/72:19-73:7 (Eng)].

E. ISS EPP's emergency responses to the Fire

31. In relation to what happened on the day of the Fire, the evidence shows that ISS EPP's employees took valiant steps to evacuate the residents of Wang Fuk Court, even at the risk of their own lives:-

31.1 At around 14:50, Ms Chung Sui Ha, a building attendant stationed at Wang Cheong House, reported to the management office that a Fire had broken out at the back of that block.³³ She stayed at the scene to tell incoming residents not to go up Wang Cheong House and also to evacuate the residents who were at the lobby on G/F. She then ran up to the first and third floors to try to activate the fire alarm system by breaking the break-glass units there, but to no avail. She only retreated to the G/F lobby when she noticed that smoke was descending along the staircase. After she was asked to leave Wang Cheong House by the police and firefighters, she stayed behind to alert and evacuate the residents. She only left Wang Cheong House when the Fire had reached the main entrance.³⁴

31.2 Meanwhile, after Ms Chung reported the Fire to the management office, other employees of ISS EPP took steps to report the Fire to the police and to evacuate the residents of Wang Fuk Court:

(a) Mr Wong Pak Shing rushed from the management office to Wang Cheong House. He then ran up from 1/F to 6/F to knock

³³ Lok WS §18 [WS2/93/1227]; Cheng WS §64 [WS2/98/1271]; Chung WS §18(d) [WS2/96/1248].

³⁴ Examination of Chung Sui Ha [T7/31:27-33:22 (Chi); T7/55:24-59:20; 62:1-10 (Eng)]; Chung WS §18(d)-(g) [WS2/96/1248-1249].

on the door of each flat to evacuate the residents. He only retreated back to the G/F lobby when he opened the fire door on 6/F and saw that smoke was filling up the staircase.³⁵

- (b) Ms Cheng told Ms Chung Sui Ha to activate the fire alarm system and when that did not work, asked Mr Lam to investigate (see below). She also stayed at Wang Fuk Court to ask the residents to evacuate until she herself was asked to evacuate.³⁶
- (c) Mr Lam, upon being notified of the Fire, went to the FS Pump Room at Wang Yan House (Block A) and broke the break-glass unit outside it to try to activate the fire alarm, but to no avail. In the heat of the moment and as an urgent attempt to reactivate the fire alarm system, Mr Lam turned on the FS Lever Switch in the FS Pump Room, not knowing if that was connected to the same electricity source as the fire alarm system. The fire alarm at Wang Yan House was re-activated thereafter. Mr Lam then made the same attempts for Wang Tao House (Block B) and Wang Sun House (Block C), but the fire alarm was only re-activated in the latter case. Mr Lam was unable to repeat the same attempts in the other five blocks because he was asked by the police to evacuate. He then assisted the police by providing them with a layout of Wang Fuk Court.³⁷

³⁵ Examination of Wong Pak Shing [T7/59:4-32 (Chi); T7/105:24-107:6 (Eng)]; Wong WS §§16-17 [WS2/95/1241].

³⁶ Examination of Ms Cheng [T8-38:12-35 (Chi); T8/72:3-73:8 (Eng)]; Cheng WS §§63-67 [WS2/98/1271-1272].

³⁷ Lam WS §§18-23 [WS2/92/1217-1218].

- (d) Ms Lok reported the Fire to the police when she was told that it had broken out. She initially stayed at the management office to take incoming calls from the residents. When her colleague took over that role, she went to the area between Wang Yan House and Wang Tao House and used loudspeakers to evacuate the residents. When she saw that the Fire was serious, she passed the loudspeakers to someone else and headed back to the management office to evacuate her colleagues. Upon her return, she continued to pick up calls from the residents and only left her post when she had been asked by the police twice to evacuate.³⁸ Ms Cheng also reported that numerous staff were taking phone calls from the management office until they were eventually asked by the police to leave.³⁹

32. During Ms Cheng's examination, it was suggested by the IC's counsel that the use of loudspeakers was not an effective measure to evacuate the residents of Wang Fuk Court because loudspeakers were unable to reach higher floors: **[T8/38:23-29 (Chi); T8/72:16-24 (Eng)]**. However, this was only one of the methods used during the evacuation process and in this case, as mentioned above, the exceptionally rapid spread of the Fire left very little room for safe egress. ISS EPP recognises the value of exploring improvement measures in this regard and is open to considering the adoption of any enhanced communication methods that the FSD may recommend for future emergencies.

³⁸ Examination of Ms Lok [T6/85:33-87:30 (Chi); T6/142:20-147:15 (Eng)]; Lok WS §18 [WS2/93/1227].
³⁹ Cheng WS §§66-67 [WS2/98/1271-1272].

F. ISS EPP's arrangement of owners' meeting

33. ISS EPP's role in organising owners' meetings during the Renovation Works may be summarised as follows:

33.1 ISS EPP was responsible for preparing the relevant meeting documents, collecting proxies, registering attendants, and preparing the minutes.⁴⁰

33.2 On the collection of proxies, it was common for residents of Wang Fuk Court to submit proxies in the voting process. As a matter of law, the conduct of proxy voting at such meetings rests with the convenor/chairman of the meeting and the management committee under BMO.⁴¹ The PMA imposes no proxy-handling duty upon ISS EPP, which assisted with meetings as the IO's agent (clause 9.1) and under a gratuitous value-added item (clause 12.1) [H1-1/10-11]. In this regard, ISS EPP checked the residents' names against the details of the proxies and confirmed that the proxy forms were completed. In case some information was missing, ISS EPP called the residents to obtain such information. ISS EPP did not however verify the signatures of the residents and there was no arrangement to check whether those residents in fact gave the proxies. A receipt was issued to residents who had submitted completed proxy forms.⁴²

⁴⁰ Lok WS §8(c) [WS2/93/1223]; Cheng WS §28 [WS2/98/1264]; Examination of Ms Cheng [T8/44:15-23 (Chi); T8/83:15-24 (Eng)].

⁴¹ Building Management Ordinance, Schedule 3 to the BMO, paragraph 3(1).

⁴² Examination of Ms Lok [T7/7:25-8:14 (Chi); T7/14:16-15:21 (Eng)]; Examination of Ms Cheng [T8/47:36-48:10 (Chi); T8/90:4-16 (Eng)].

- 33.3 On the registration of attendants, there was no restriction on who could attend the meetings, and ISS EPP generally did not verify the identity of people who showed up. It was therefore possible that some non-owners would have attended the meetings.⁴³
34. During the examination of Ms Lok and Ms Cheng, the following measures were suggested to improve the voting process:
- 34.1 On voting by proxies, it was suggested by the IC's counsel that ISS EPP could verify the veracity of the proxy votes by (1) performing a sampling check of the proxies collected, e.g. by calling the residents to confirm that they had given the proxies; and (2) checking the residents' signatures.⁴⁴
- 34.2 On voting in person, it was suggested by the IC's counsel that ISS EPP could verify the identity of the attendees of each meeting to ensure that they were owners and/or their authorised representatives.⁴⁵
35. Whilst ISS EPP would have difficulty in implementing the above suggestions in the absence of statutory backing (since, for instance, ISS EPP had no power to compel the residents to provide a specimen signature for the purpose of verification of proxy forms), some alternative ways to improve the voting process are discussed at §§43-44 below.

⁴³ Examination of Ms Lok [T7/10:3-19 (Chi); T7/19:10-21 (Eng)]; Examination of Ms Cheng [T8/51/9-21 (Chi); T8/95:12-25 (Eng)].

⁴⁴ Examination of Ms Lok [T7/7:25-9:17 (Chi); T7/14:16-17:25 (Eng)]; Examination of Ms Cheng [T8/47:36-48:10 (Chi); T8/90:4-16 (Eng)].

⁴⁵ Examination of Ms Lok [T7/10:3-19 (Chi); T7/19:10-19:21 (Eng)]; Examination of Ms Cheng [T8/51/9-21 (Chi); T8/95:12-25 (Eng)].

G. Proposals for improvement

36. As stated in our Opening Statement §4, ISS EPP would “*listen carefully and reflect deeply throughout the investigation with a view to learning how to avoid a recurrence of this tragic incident and how to continuously improve the quality of the services it provides to other buildings in Hong Kong*”. ISS EPP has endeavoured to do so and reiterates its determination to review and improve its internal processes and to fully support future review on the Government’s proposed legislative amendments to the Fire Services Ordinance (Cap 95) and related subsidiary legislation.
37. Needless to say, as the IC’s Chairman has rightly pointed out, the IC’s recommendations should not “*detach too much from reality*” and must not be “*too ideal*” or “*unrealistic*”: [T26/29:19-34 (Chi); T26/54:24-55:10 (Eng)]. With these remarks in mind, this Section looks to the future and focuses on various suggestions ISS EPP ventures to put forward for improvement in view of the evidence on the issues relating to ISS EPP. Apart from §§30 and 32 above, ISS EPP’s present proposals (which are subject to review) are as follows.
38. **First**, in respect of monitoring the shutdowns of FSI, ISS EPP recommends that monitoring of FSI suspensions be made systematic and invites the IC to consider recommending that the FSD’s notification regime under Circular Letter No. 1/2021 be reinforced, so that an SDN affecting any FSI is copied to, or registered with, the estate’s RFSIC and the property manager, and that the FSD’s own monitoring of the duration of shutdowns be strengthened.

39. This may address the unsatisfactory state of affairs in Wang Fuk Court, where both China Status (being the appointed RFSIC for the Renovation Works related to the FS Water Tanks) and Victory Fire (being the estate's own RFSIC) failed to discharge their proper duties and thus failed to undo Mr Law's inadvertent switching off of the FS Lever Switches (see **Section C2** above).
40. In this regard, ISS EPP welcomes the Government's proposal to consider legislative amendments which (among others): (1) impose a pre-approval mechanism for major FSI shutdowns (in contrast to the present post-event notification) **[B14/6272/§§6-7]**; and (2) confer power on the FSD to direct the responsible person to appoint another RFSIC to conduct a re-inspection on the FSI when there are reasonable grounds to believe that such a re-inspection is warranted for safety interests and is in the public interest **[B14/6274/§12]**. With these legislative proposals implemented and enforced, it is hoped that the chances of inadvertent switching off of FSIs could be minimised.
41. Furthermore, ISS EPP believes that PMC may assist by continuing to ensure that adequate training and instructions be provided to the staff so as to make them more alert to the significance of shutdowns of FSI and also the durations of the same. It should nonetheless be borne in mind that (1) RFSICs bear the ultimate responsibility in certifying that the FSIs are in efficient working order (cf. CoP on Inspection §1.14 **[B2/883]**); and (2) the FSD plays the role of monitoring SDNs and proactively liaising with the relevant parties, such as

the owners, occupiers, PMC, or registered contractors so that the FSIs are restored as quickly as possible.⁴⁶

42. **Secondly**, in respect of the CoP relating to the maintenance and repair of FSIs, ISS EPP submits that the issue of which version of the CoP is applicable to a particular building should be clarified:

42.1 According to the evidence of Mr Keung Sai Ming, Assistant Director (Licensing and Certification) of the FSD, the FSD's stance is that both repair works and annual inspections shall be carried out in accordance with the specific CoP that was in force at the time when the building plan for the relevant building was first submitted for approval.⁴⁷ This meant the 1982 version of the CoP for Wang Fuk Court.⁴⁸ Mr Keung justifies his understanding based on the wording of §1.14 of the current CoP.⁴⁹

42.2 Whether Mr Keung's understanding is correct as a matter of law is debatable, given that (1) Regulation 10 of Cap 95B **[B2/180-181]** states that the applicable CoP shall be published in the Gazette at least once every year, which suggests that it is always the latest version of the CoP that governs; (2) section 1.14 of the CoP on Inspection states that inspection, testing, and maintenance of FSIs shall be conducted as per the relevant standard irrespective of the time of the building plans

⁴⁶ [T10/56/21-26; 57/15-35 (Chi); T10/110:6-17; 111:21-112:17 (Eng)] on FSD Departmental Policy Instructions §§3.4.4-3.4.5(a) **[B2/2189-2190]** and FSD Circular Letter 1 of 2021 **[B2/1302+]**.

⁴⁷ Keung 4th WS §19 **[WS8/1917]**.

⁴⁸ **[T10/77:7-9 (Chi); T10/150:17-21 (Eng)]**.

⁴⁹ Keung 4th WS §19 **[WS8/1917]**; **[T10/77:2-78:8 (Chi); T10/150:6-152/18 (Eng)]**.

submission for approval [B2/883], which indicates that it is the latest version of the CoP on Inspection that applies; and (3) similarly, the standard wording in FS 251 (see e.g. [R1/657 (bottom)]) refers to the applicable standard as that “*published from time to time by the Director of Fire Services*”.

42.3 Indeed, it would be quite alarming if inspection techniques of FSI at Wang Fuk Court should follow a 40-year-old standard, when newer and more comprehensive standards have been published over the years. This also leans against the FSD’s stance that the applicable CoP on Inspection was that which was in force when the building plans were submitted.

42.4 The need for clarification on this issue is demonstrated by what happened during the Fire: (1) under §3.8.2 of Appendix 4 to the latest version of the CoP on Inspection [B2/919], it is specifically provided that every isolator, switch and protective device should be situated in a position inaccessible to unauthorised persons or protected against unauthorised operation and is properly labelled to warn people from tampering with them (e.g. “WARNING. THIS SWITCH ALSO CONTROLS THE SUPPLY TO THE FIRE ALARM SYSTEM” (警告，此電掣同時控制火警警報系統電源); (2) Mr Keung confirmed that this provision also governed annual inspections, in that the RFSIC during such inspections should ensure that those warning signs were in place had this version of the CoP been applicable;⁵⁰ (3) however, the

⁵⁰ [T10/78:23-28 (Chi); T10/153:13-19 (Eng)].

FSD's stance is that this provision was inapplicable to Wang Fuk Court because the applicable CoP was the 1982 version, which did not contain the same provision;⁵¹ (4) if such a sign had been properly put in place, it would have been less likely for an unqualified member of staff (such as Mr Law) to have touched the relevant FS Lever Switches in the first place.⁵²

43. **Thirdly** and lastly, in respect of the voting process at owners' meetings (see **Section F** above), ISS EPP believes that legislative reforms should be made to the legislation which governs the conduct of owners' meeting, namely the BMO, so as to empower the IO (and property managers as the IO's agent) to effectively police the integrity of the voting process. In particular:

43.1 Under the current regime for proxy voting under the BMO, there is no cap on the number of proxies⁵³ a single individual may hold; nor does it regulate the underlying instruments by which voting power is given such as the power of attorney. The legislative history shows that the deferral of proxy reform appears to have been a conscious legislative choice because it was considered to be a "*more difficult*" issue.⁵⁴

⁵¹ [T10/77:7-9 (Chi); T10/150:17-21 (Eng)].

⁵² As Mr Law confirmed when examined by IC's leading counsel, had he known that switching off the FS Lever Switch would affect the fire alarm system, he would definitely not have touched it [T7/49:34-50:1 (Chi); T7/89:9-14 (Eng)]. See also Mr Keung's acknowledgement that such a sign would be useful in preventing unqualified personnel from touching the FS Lever Switch [T10/79:9-13 (Chi); T10/154:10-17 (Eng)].

⁵³ The Building Management (Amendment) Ordinance 2024 (Schedule 6C) introduced a voting-in-person threshold for large-scale maintenance procurement; at least 5 per cent of owners or 100 owners, whichever is the lesser, must vote in person, and a proxy is not treated as the owner present for such a resolution. This partly addresses proxy concentration for major works.

⁵⁴ Legislative Council Official Record of Proceeding on 3 July 2024, p 211.

- 43.2 The events at Wang Fuk Court demonstrate why that follow-up work should now be carried forward. A regime that prescribes the form of a proxy, but leaves the underlying instruments of authority unregulated, is incomplete, and that gap must be closed to maintain the integrity of decisions on major renovation works.
44. Pending any legislative reform in this respect, ISS EPP believes that PMC may assist an owners' corporation with the conduct of its meetings by, for instance, (1) requesting a copy of the instrument of authorisation where a person tenders multiple proxies (or seeks to vote under a power of attorney), checking the same on its face against the register of owners and the unit concerned, and retaining it with the meeting papers; (2) conducting a sampling check of the authenticity of the proxies for resolutions concerning major works, or expenditure above a material threshold; (3) referring any apparent irregularity to the convenor and the management committee, with whom the statutory responsibility rests, for their determination; and (4) recording the number of proxies held by each attendee and the division between voting cast in person and by proxy in the minutes, and displaying and retaining a proxy list in accordance with the current statutory regime.⁵⁵

⁵⁵ The enhanced statutory proxy regime under the BMO that includes the display requirement, the amended provisions on validity and acknowledgement, Schedule 6C[1] and sections 4A and 4B, was introduced by the Building Management (Amendment) Ordinance 2024 and took effect only in July 2025 after the events in Wang Fuk Court.

H. Conclusion

45. The Fire is an exceptional tragedy and the investigation conducted by the IC has given all stakeholders an opportunity to reflect on how the recurrence of tragedies of this kind may be avoided. ISS EPP agrees with the IC’s experts that “*a committee should be formed to review Hong Kong building regulations and codes of practice*”⁵⁶ to clearly define the responsibilities of all stakeholders with a view to reducing “*the likelihood and consequences of future catastrophic fire events*”.⁵⁷ ISS EPP welcomes this approach and will do its best to provide input in the process.

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⁵⁶ Joint Expert Report of Professors Usmani and Jiang at §7.5.3 [ER3/2256].

⁵⁷ Joint Expert Report of Professors Usmani and Jiang at §8.4.8 [ER3/2263].