

**Independent Committee in relation to the fire
at Wang Fuk Court in Tai Po**

Written Closing Address of Mr Leung Ping Kay

[A/1/ §2] = Bundle A/Page 1/Paragraph 2
[T(C)/D1/2/3] = Chinese Transcript / Day 1 / Page 2 / Line 3

A. Introduction

1. At the outset, Mr. Leung wishes to express his deepest condolences to the families of those who lost their lives, and his deepest sympathy to all those who suffered injury, loss and distress as a result of this tragic incident.
2. Of his own volition, Mr. Leung has been willing throughout to assist the Independent Committee (“**Committee**”) in its search for the truth. It is for that reason that he testified personally before the Committee, and has provided all relevant documents and information within his possession.
3. By this written closing submission, Mr. Leung seeks to clarify certain matters arising from the live and documentary evidence, as well as to make some observations to hopefully assist the Committee in its fact-finding exercise.

B. Overview

4. This Committee was established by the Chief Executive to inquire into the matters set out in its Terms of Reference [**A1/1-4**], including the causes and circumstances of the fire at Wang Fuk Court on 26 November 2025 (the “**Fire**”), the reasons for its rapid spread, the resulting casualties and property damage, and to make recommendations arising therefrom. Issues concerning the legal liabilities of any person fall outside the Committee’s remit.
5. Mr. Leung participated in this inquiry in his personal capacity as an involved party. Although he is one of the directors of China Status Development and

Engineering Company Limited (“**China Status**”), he does not represent China Status in these proceedings, nor does he purport to represent any other person who has not participated in this inquiry.

6. To assist the Committee’s inquiry, Mr. Leung provided three witness statements:

(a) 1st Witness Statement dated 2 March 2026 [**WS2/1509-1517**] (“**First Statement**”);

(b) 2nd Witness Statement dated 2 April 2026 [**WS7/1875-1890**] (“**Second Statement**”); and

(c) 3rd Witness Statement dated 21 May 2026 [**WS21/2359-2361**] (“**Third Statement**”).

7. He also attended the evidential hearing and gave oral evidence before the Committee on 8 April 2026 [**T(C)/D9**].

8. Various experts have provided statements, reports and oral evidence to assist the Committee. Among them, the following are relevant to the issues relating to Mr. Leung. In particular:

(a) The Inter-Departmental Fire Investigation Task Force’s (“**IFITF**”) Expert Report (“**IFITF’s Report**”) published in May 2026 [**ER1**]; and

(b) the Expert Report dated 15 June 2026 (“**IC’s Report**”) by Prof. Asif Sohail Usmani and Prof. Jiang Liming (collectively the “**IC Experts**”), who were appointed by the Committee as experts [**ER3**]; and

(c) Mr. YIU Men-yeung’s oral evidence [**T(C)/D26**].

C. Issues relating to Mr. Leung

9. As reflected in the Committee's oral opening [T(C)/D2/13-14], the issues relating to Mr. Leung may be summarised as follows:

- (a) Whether China Status assumed any supervisory role in relation to the relevant fire service works, or merely assisted in the submission of the relevant documents to the Fire Services Department ("FSD") ("**Issue (a)**");
- (b) Whether, under the applicable statutory and regulatory regime, the shutdown of the relevant fire service installations could properly be effected by a person other than the Registered Fire Service Installation Contractor ("**RFSIC**") responsible for the shutdown applications ("**Issue (b)**"); and
- (c) Whether China Status properly assessed the necessity for each application to extend the shutdown of the relevant fire service installations, particularly where the shutdown continued for a prolonged period ("**Issue (c)**").

10. During Mr. Leung's oral testimony, Counsel for the Committee further questioned Mr. Leung regarding his responsibility for the failure of the fire alarm system on the day of the incident [T(C)/D9/97]. Accordingly, these submissions also address:

- (d) The role of the fire alarm system in the Fire ("**Issue (d)**").

11. By this written closing submission, Mr. Leung wishes to set out his observations on the above four issues, with a view to assisting the Committee's fact-finding exercise.

D. Mr. Leung's Case

12. Mr. Leung's evidence is straightforward. He accepts that neither he nor, to his knowledge, any employee of China Status attended Wang Fuk Court to inspect the relevant fire service installations before the relevant SDN ("**Shut Down Notice**") applications were submitted [WS2/1517/48]. However, that was not because he intended to circumvent, or assist any other person to circumvent, the applicable legal requirements.
13. Mr. Leung's evidence is that he acted throughout in the honest belief that Prestige Construction & Engineering Co. Limited (宏業建築工程有限公司) ("**PC&E**") was itself an RFSIC and that the necessary site inspections would be carried out by PC&E or those acting on its behalf before China Status submitted the relevant SDN applications [WS7/1884-1885/§§53-55].

E. Factual Background

14. Before addressing the four issues identified in Section C above, it would be beneficial to first consider the relevant factual background. In particular, it is necessary to understand the relationship between Mr. Leung and China Status, and between China Status and PC&E, in order to place the relevant events in their proper context.
15. Mr. Leung joined China Status in or around September 2014. China Status is an RFSIC registered under both Class 1 and Class 2 [WS7/1876/§7]. Mr. Leung is one of its directors and his duties include responsibility for the company's administrative matters, including the preparation and submission of tenders and quotations, planning works under the Fire Safety (Buildings) Ordinance (Cap. 572), applying for SDNs, liaising with government departments and attending site inspections for quotation purposes [WS7/1877/§§11-12]. He is also an authorised signatory of China Status [WS7/1878/§13].

16. Mr. Leung first became acquainted with PC&E whilst employed by his previous employer, Marvel Fire Engineering Co. Ltd., in the course of a large-scale project where PC&E was responsible for the building works and Marvel Fire Engineering Co. Ltd. was responsible for the fire service installations [WS7/1881/§33]. From around 2017 onwards, Mr. Leung continued to have regular dealings with Gordon Ho, director of PC&E, in connection with projects requiring fire service installation works [WS7/1881/§§34-35]. Over the years, Mr. Leung and PC&E had established a good working relationship.
17. On a number of occasions, Mr. Leung attended tender interviews together with Gordon Ho. During those meetings, Mr. Leung understood PC&E to be undertaking projects involving fire service installation works, and Gordon always represented “Prestige” (“宏業”) as an RFSIC [WS7/1882/§39].
18. In relation to the project at Wang Fuk Court, China Status’s involvement included the provision of additional fire extinguishers [WS2/1509/§4] and the submission of the relevant SDN applications in connection with the repair of the fire service water tanks [WS7/1883/§§43-46]. **China Status, in its line of business, did not itself carry out the concrete water tank repair works.**

F. Analysis: Issues (a) - (c)

19. The first three issues identified in Section C overlap substantially and may conveniently be considered together. In substance, they give rise to two principal questions.
20. First, what was the legal and practical position concerning the division of responsibilities in relation to fire service installation works?
21. Secondly, what was China Status’s supervisory role, based on Mr. Leung’s knowledge, at the Wang Fuk Court project?

F1. Division of Responsibilities in Fire Service Installation Works

22. At the outset, it is important to clarify Mr. Leung's position. Mr. Leung has never suggested that fire service installation works may be carried out without the involvement of an RFSIC. His evidence is that such works must either be carried out or supervised by an RFSIC [WS2/1515/§36; T(C)/D9/94/17-23]. **He does not suggest that an RFSIC who signs and submits the relevant documents thereby becomes completely immune from liability merely because part of the works was carried out by another RFSIC [T(C)/D9/94/3-6].**

23. During his oral evidence, when asked by the Chairman whether China Status, as the RFSIC which submitted the SDN, would remain responsible if something went wrong, notwithstanding that PC&E had been at fault in turning off the main power switch, Mr. Leung answered in the affirmative [T(C)/D9/90/30-36].

24. Mr. Leung's stance is that the applicable legal framework permits one RFSIC to arrange for another RFSIC to undertake part of the relevant fire service installation works on its behalf.

25. That position is expressly reflected in Regulation 6A(3) of the Fire Service (Installation Contractors) Regulations (Cap. 95A) [B2/153-154], which provides:

“6A. Illness or absence from Hong Kong

...

(3) Nothing in paragraph (2) shall prohibit any work being undertaken on behalf of a registered contractor registered in class 1 or 2 by another registered contractor registered in the same class.”

26. Regulation 6A(3) therefore contemplates situations where work is undertaken on behalf of one RFSIC by another RFSIC. R.6A(3) is not relied upon for the illness-or-absence situation in paragraph (2). Its significance lies in what it

presupposes: the legislature would not have expressly provided that such delegation is not prohibited unless it were already an accepted and common practice. It follows that the FSD would have appreciated that the RFSIC signing an FS251 or SDN may not necessarily be the same entity carrying out every aspect of the physical works.

27. Reference was made during Mr. Leung's oral evidence to FSD Circular Letter No. 1/2021 [B2/1302-1311] ("**Circular Letter**") [T(C)/D9/56-61]. However, it is submitted that, at most, the Circular Letter provides that the RFSIC which has inspected the relevant fire service installations is **the most appropriate party** to notify the FSD. It does not purport to address the situation where more than one RFSIC is involved in the same project or where part of the relevant works is undertaken by another RFSIC, such as the situation contemplated in R.6A(3). Accordingly, the Circular Letter does not detract from the statutory framework discussed above.

28. The same understanding is also reflected in the evidence of Mr. Keung of the FSD:

「關有禮大律師：所以你同唔同意其實消防處其實都認同即係個維修個水缸，其實就個註冊承辦商未必真係要親自嚟做個維修，不過要監住個維修工程？」

姜世明先生：因為承辦商係公司，所以公司佢都係要有佢嘅認可人士，佢要做好個監督嘅責任，一般要監督好自己嘅員工去做呢啲嘢，唔該。

關有禮大律師：咁未必係自己嘅員工，即係可能係另外一個**承辦商**，不過佢要監督住？」

姜世明先生：同意，係。」（粗體後加，以資強調）
[T(C)/D10/87/25-30]

29. On this basis, it is submitted that the FSD accepts in practice that the RFSIC submitting an FS251 and SDN **may not necessarily** be the same entity carrying out the physical repair works. The mere fact that China Status did not itself carry out the repair works is therefore not inconsistent with the applicable legal framework and practice.

F2. China Status and its Supervisory Role

30. It is submitted that the question of whether China Status assumed any supervisory role has to be considered against the circumstances of the present case. The nature and extent of supervision required necessarily varies depending on various factors such as the nature and complexity of the works, the experience and expertise of the person undertaking them, and the relationship between the parties. As such, supervisory role assumed by China Status in the Wang Fuk Court project should be assessed by reference to the circumstances known to Mr. Leung at the material time.

The level of supervision required in the present case

31. In the present case, several features are material in determining the level of supervision required.

32. First, at the material time, Mr. Leung genuinely believed that PC&E was itself an RFSIC, although that belief turned out to be mistaken. Mr. Leung explained the basis for such a belief in his Second Statement [WS7/1882/§39]:

- (a) First, Gordon Ho had consistently represented to him that “Prestige” was an RFSIC;
- (b) Secondly, during tender interviews attended by Mr. Leung together with Gordon, “Prestige” was introduced as an RFSIC and documents used during those interviews likewise described “Prestige” as an RFSIC; and

(c) Thirdly, Mr. Leung recalled checking the List of Registered Fire Service Installation Contractors and believed that “Prestige” appeared on that list. (Although, during the preparation of the Second Statement, he noted that PC&E did not in fact appear on the list, another company with a highly similar name did [WS7/1882/§40].)

33. During Mr. Leung’s oral evidence, both Counsel for the Committee and ISS East Point Properties Ltd. challenged Mr. Leung’s assertion that he genuinely believed PC&E to be an RFSIC. Notwithstanding that questioning, Mr. Leung’s evidence remained consistent and unshaken **[Exchange with Counsel for the Committee: T(C)/D9/88/25-33 & T(C)/D9/90/9-11, 26-29] [Exchange with Counsel for ISS East Point Properties Ltd.: T(C)/D9/100/13-25]**. He maintained that he had checked the relevant list and genuinely believed that PC&E was an RFSIC **[T(C)/D9/89/21-34]**.

34. Second, it should also be emphasised that, prior to the Wang Fuk Court project, the two companies had cooperated on a number of previous projects over several years, including projects at Mayland Court in Causeway Bay and Chung Sing Building in Tai Kok Tsui **[WS7/1882-1883/§§41-42]**. Those projects proceeded without issue. China Status and PC&E had established a good working relationship. It is submitted that this provided a good foundation, albeit mistaken, for Mr. Leung to proceed on the basis that the representations made by PC&E could be relied upon.

35. It is also submitted that, in those circumstances, the degree of supervision required from China Status was different from a case where the underlying works were carried out by an unfamiliar contractor or a non-RFSIC.

The supervisory role of China Status

36. Mr. Leung readily accepted that, regarding the Wang Fuk Court project, he did not attend the site to inspect the fire service water tanks before the relevant SDN applications were submitted **[WS2/1517/§48; T(C)/D9/63-64]**. His evidence is that he proceeded in that manner because he genuinely, albeit

mistakenly, believed that PC&E was itself an RFSIC. Mr. Leung was also explicitly told by Mr. Cheung, the foreman of PC&E, that the physical shutdown would be arranged, and that China Status's personnel would not be permitted to attend the premises [WS2/1515/§37].

37. Upon that understanding, together with the parties' previous course of dealings, Mr. Leung proceeded on the assumption that the necessary site inspection and arrangements for the shutdown of the relevant fire service installations would be undertaken or supervised by an RFSIC.
38. It is nonetheless submitted that the question of whether China Status assumed a supervisory role should be assessed with regard to the steps taken by Mr. Leung and the circumstances known to him at the material time.
39. As stated in his Second Statement, before each renewal application, Mr. Leung contacted Mr. Cheung to enquire about the progress of the repair works and requested that he be notified immediately once the works had been completed [WS7/1885/§§60-61]. According to the telephone records, between mid-March 2025 and November 2025, Mr. Leung made 85 telephone calls to Mr. Cheung [WS21/2360-2361/§§9-10]. Despite his numerous and repeated enquiries regarding the progress of the repair works, Mr. Leung was never informed by PC&E that the works had been completed [WS7/1888/§74].
40. It is accepted that some of the SDNs remained in force for several months. However, that fact alone gave Mr. Leung no reason to suspect that the information provided by PC&E was inaccurate. Mr. Keung of FSD accepted that it is not unusual for repair works to fire service water tanks to take several months to complete [T(C)/D10/69/5-8]. It is submitted that there was nothing inherently unusual, from Mr. Leung's perspective, in being informed that the repair works were still ongoing.
41. The witness statements of the workers of Red Sun Construct (Asia) Engineering Limited and Tin Hung Engineering Co. show that the repair works to the fire service water tanks in various blocks were completed

between September and November 2025 [C1-2/1191/§8; C1-2/1179/§6]. However, Mr. Leung's evidence, which has not been contradicted, is that PC&E never informed him that those works had been completed, notwithstanding his repeated requests that he be notified immediately upon completion [WS7/1885/§61]. Likewise, Mr. Leung was never informed that certain repaired fire service water tanks had been converted for temporary fresh water use [WS7/1887/§72].

42. It should also be added that Counsel for the Committee suggested that it was implausible for PC&E, having secured a renovation project worth HK\$300 million, to lack the manpower to deal with the SDN renewal paperwork every 14 days. Mr. Leung, however, was unequivocal that this was the explanation given to him by PC&E, and he had no reason at the time to disbelieve it [T(C)/D9/90/18-20].

43. In those circumstances, and having regard to the previous course of dealings and the good working relationship between China Status and PC&E, Mr. Leung had no reason to suspect that PC&E was withholding material information. PC&E likewise had no apparent commercial reason to prolong the SDNs unnecessarily, at least from Mr. Leung's perspective.

The Quotation and the Fixed Fee

44. During the evidential hearing, attention was given to the quotation issued by China Status, which referred to an anticipated duration of "1 year". Mr. Leung explained in both his Second Statement [WS7/1884/§49] and oral evidence [T(C)/D9/76/5-14] that this referred only to his general understanding of the anticipated duration of the Wang Fuk Court project **as a whole**, not that any individual SDN would remain valid for one year. That explanation is consistent with the SDN applications, which were submitted between April and September 2025 for different buildings at different times [WS2/1511/§16].

45. Mr. Leung was challenged regarding his evidence that China Status charged a fixed fee for the project regardless of the number of renewal applications

required [T(C)/D9/75/16-32]. It is respectfully submitted that fixed-fee quotations are not uncommon in commercial practice. Whether such an arrangement ultimately proves to be commercially advantageous or disadvantageous depends upon how the project unfolds, and that commercial risk is borne by China Status. The mere fact that China Status agreed to charge a fixed fee does not render Mr. Leung's evidence improbable, nor does it suggest any improper motive for the renewal of the SDNs.

G. Matters arising from Mr. Leung's Oral Evidence

46. Before turning to Issue (d), it is convenient to first clarify two matters arising from Mr. Leung's oral evidence: namely, the "rubber stamp" allegation, and alleged inconsistency between Mr. Leung's First and Second Statements.

G1. The "Rubber Stamp" Allegation

47. During his oral evidence, Mr. Leung accepted Counsel for the Committee's suggestion that China Status acted as a "rubber stamp" - it submitted the SDNs and the subsequent renewal applications as requested by PC&E. However, Mr. Leung's acceptance must be understood in its proper context.

48. The relevant exchange is as follows:

「杜淦堃資深大律師：唔。所以個情況就係咁嘞，宏業叫你哋交 SDN，你哋就交，係咪？」

梁秉基先生：係。

杜淦堃資深大律師：你哋冇諗過要做任何嘢，佢哋叫你做，你哋就做，同唔同意？」

梁秉基先生：同意，但係可唔可以講？」

杜淦堃資深大律師：我知道你有解釋，你嘅解釋喺你第二份證人供詞裏面講咗。我一陣間會慢慢同你探討你嘅解釋。

梁秉基先生：Okay。

杜淦堃資深大律師：但係就頭先嘅講法，即係事實上嚟講你係同意嘅，係咪？

梁秉基先生：係，冇落過去嘅。

杜淦堃資深大律師：唔，只不過你係有解釋點解你咁去做，咁講公唔公道？

梁秉基先生：係。

杜淦堃資深大律師：唔。咁你同唔同意呀？所以其實中華發展一開始交 SDN 畀消防處去關閉有關嘅系統，到之後每一次嘅延期，其實你哋都係好似一個橡皮圖章咁，人哋叫你做你就做，同意嘛？

梁秉基先生：係。」（粗體後加，以資強調）[T(C)/D9/64/4-18]

49.Immediately before putting the “rubber stamp” proposition to Mr. Leung, Counsel for the Committee invited Mr. Leung to answer the question on the footing that his explanation was to be left out of account. It was only in that context that Mr. Leung accepted that, viewed purely as a description of the sequence of events and without regard to his explanation, the expression “rubber stamp” objectively described China Status’s conduct.

50.The Committee is respectfully invited not to read Mr. Leung’s answer in isolation or as an acceptance that China Status acted without any basis.

G2. The Alleged Inconsistency between the First and Second Witness Statements

51. During his oral evidence, Counsel for the Committee suggested that Mr. Leung's First and Second Statements were inconsistent [T(C)/D9/93/13-22]. In particular, it was suggested that, in the First Statement, Mr. Leung considered it proper to assist PC&E because PC&E had already engaged another RFSIC [WS2/1512-1513/§22], whereas in the Second Statement, he explained that he proceeded on the basis that he believed PC&E was itself an RFSIC [WS7/1882/§39].

52. It is submitted that this allegation arises from a misreading of the First Statement and, in particular, the question to which Mr. Leung was responding.

53. In the First Statement, Mr. Leung was asked by the Committee's solicitors, Messrs. Lo & Lo, *inter alia*, why China Status had been engaged during the Wang Fuk Court renovation when another RFSIC, namely Victory Fire Engineering Limited ("Victory Fire"), had already been engaged:

"4. Please explain why it was necessary to engage China Status as a separate FSI Contractor during the Wang Fuk Court Renovation when another FSI contractor (which we understand to be Victory Fire Engineering Limited ["Victory Fire"]) had already been engaged to carry out annual inspection of fire installations and equipment in Wang Fuk Court." (emphasis added)[WS2/1502/§4]

54. In response, Mr. Leung answered in his First Statement:

"Question 4

22. When I was initially approached by PC&E, I presumed PC&E would have already engaged another FSI contractor for the Wang Fuk Court Renovation, no explanation was provided by PC&E as to why China Status had to be engaged to make these FSD applications. However, I did not give much thought as to why services from a second FSI

contractor (such as China Status) would be required, nor did I speculate on this.” [WS2/1512-1513/§22]

55. Mr. Leung’s answer was directed solely to explaining why PC&E had engaged China Status notwithstanding the involvement of another RFSIC. There could have been numerous commercial explanations, for example, PC&E might have wanted to engage different RFSICs for different aspects of the project. The point, however, is that Mr. Leung simply did not know the reason and did not purport to speculate. More importantly, **his answer did not purport to explain why he considered it proper for China Status to assist PC&E with the SDN applications.** That issue was addressed in the Second Statement [WS7/1883/§44].

56. Properly understood, the two Statements address different questions and are entirely consistent with one another.

H. Issue (d): The role of the fire alarm system in the present incident

57. Mr. Leung accepts that, had the fire alarm system been operational at the material time, it is possible that the number of casualties might have been reduced [T(C)/D9/97/21-22]. Nevertheless, it is submitted that the role of the fire alarm system should be assessed together with the other factors specific to this particular incident.

58. Both the IFITF and the IC Experts identified a number of critical factors contributing to the high number of casualties. While the failure of the fire alarm system was one such factor [ER1/203/§10.1.1; ER3/2247/§6.6.1], it is submitted that the practical effectiveness of a fire alarm system might have been diminished by the rapid loss of the available means of evacuation and the residents’ impaired ability to appreciate the seriousness of the Fire.

H1. The rapidly compromised means of evacuation

59. It is submitted that the practical effectiveness of the fire alarm system in Wang Cheong House might have been significantly constrained by the rapid and swift deterioration of the means of evacuation. In reality, the evacuation window might have been much shorter than the theoretical evacuation window of no more than 10 minutes identified by the IFITF [ER1/215/§10.4.4].

60. A security guard attempted to activate the manual fire alarm at 1448 hours, approximately three minutes before the Fire was officially reported to the FSD at 1451 hours, but the attempt was unsuccessful [ER1/215/§10.4.3; ER2-1/578/§2].

61. Mr. Yiu Men-yeung, leader of the IFITF, opined that since the fire engulfed the entire east re-entrant at 1458 hours, the staircase of Wang Cheong House also became untenable at that moment [WS6/1844/§20]. Echoing this opinion, the IFITF concluded that, had the fire alarm system been operational, residents might have received a warning during the key escape window of no more than 10 minutes between 1448 hours and 1458 hours:

“Had the FAS been operational, Ms. CHUNG’s activation attempt at 1448 hours could have provided residents with a critical evacuation alert during the key escape window between 1448 hours and 1458 hours, when escape routes were still tenable...” [ER1/215/§10.4.4]

62. The IC Experts reached a similar conclusion but considered that the staircase had in fact become **unsafe earlier**. They referred to evidence that the staircase on the 14th floor of Wang Cheong House was already filled with thick black smoke between 1456 and 1457 hours [ER2-1/708/§4] and concluded that at 1456 hours, the staircase had ceased to function as a place of safety [ER3/2234/§4.4.14].

63. It is submitted that, in reality, **residents may have had considerably less time to evacuate safely than the theoretical evacuation window of no more than 10 minutes** identified by the IFITF, for the following reasons:

- (a) Given that the fire originated on the flat roof outside Flats 104 and 105 and spread upwards [ER1/14/§1.3.1; ER3/2167/§3.2.2], it follows that the staircase below the 14th floor would likely have been affected by smoke before 1456 hours;
- (b) This is further supported by Professor Yuen's observation, accepted by the IC Experts, that fire and smoke could infiltrate the staircase through gaps and openings in the movable boards even before those boards were completely burned through [ER2-2/1191/§2.6.7; ER3/2247/§6.5.3]; and
- (c) Once smoke had entered the staircase, residents would effectively have no safe means of evacuation, as they should not evacuate through a smoke-filled staircase and should not use lifts during a fire [T(C)/D26/44/3-17].

H2. The effect of the polystyrene window coverings

64. The effectiveness of a fire alarm system also depends upon residents being able to assess the situation after hearing the alarm and decide whether evacuation is appropriate. It is submitted that, in the present case, that ability was materially impaired by the polystyrene window coverings.

65. It is neither realistic to assume nor advisable that residents should immediately evacuate solely upon hearing a fire alarm. As Mr. Yiu explained in his oral evidence, evacuation is not invariably the safest course of action. Depending upon the circumstances, remaining inside one's own unit may be the safer option [T(C)/D26/44/11-12].

66. A resident hearing a fire alarm would naturally seek to assess the situation by reference to visible smoke or flames, the smell of burning, shouting, or other

indications of fire. However, the polystyrene window coverings substantially obstructed residents' ability to observe the Fire. The IFITF's survey findings likewise indicate that only an extremely small proportion of residents became aware of the fire through actually seeing the Fire:

“Among the 291 witness statements, only 43 individuals (14.7%) reported seeing fire or smoke. Similarly, among the 579 questionnaires, only 48 respondents (8.3%) indicated that they had witnessed the fire...”

[ER1/218/10.5.3]

67. In those circumstances, even if the fire alarm system had functioned, residents might still have been unable to make a timely and informed decision as to whether evacuation was necessary or whether the available evacuation route remained safe.

68. Accordingly, whilst the failure of the fire alarm system undoubtedly formed part of the overall circumstances leading to this tragedy, its practical effectiveness might have been significantly curtailed by the rapidly deteriorating conditions within the staircases and the inability of many residents to appreciate the seriousness of the Fire. It follows that the failure of the fire alarm system should be considered together with those other critical factors, rather than in isolation.

H3. The integrity of the fire alarm system

69. Finally, it is submitted, when considering the role of the fire alarm system in the Fire, one should not too readily assume that the fire alarm system would have been operational during the Fire if the main switch (“刀掣”) had remained on.

70. Regarding Wang Chi House, which was only minimally affected by the Fire and in respect of which Mr. Keung opined that the fire alarm system should have remained intact and undamaged, the fire alarm system nevertheless could not be actuated during the post-fire investigation and was only restored to

operation after replacement of the fuses [WS1/140-141/§10.11; ER2-4/1811]. Mr. Keung accepted that he could not exclude the possibility that, even if the main switch of Wang Chi House had remained on during the Fire, the fire alarm system might still not have operated [T(C)/D10/80/27-30].

71. A similar observation could be made in respect of Wang Tao House, which was likewise “not affected or significantly affected” by the Fire [WS4/1800/§4.3]. There was evidence suggesting that the main switch had been restored during the Fire, yet the fire alarm system still could not be activated [ER2-4/1769/§7].

72. As regards Wang Kin House and Wang Shing House, which were more seriously affected by the Fire and whose fire alarm systems likewise could not be actuated during the post-fire investigation, similar observations may nevertheless be made. Although it is accepted that the Fire may have damaged the relevant circuitry, the post-fire investigation does not eliminate the possibility that the fire alarm systems were already not fully functional before the Fire.

73. It is further noted that, according to the post-fire investigation, the control fuses of the fire alarm systems in all buildings, with the exception of Wang Cheong House, were found to have blown [ER2-4/1816]. Mr. Keung testified that where the fuse is blown, a fire alarm cannot be activated whether the main switch is in the “ON” or “OFF” position [T(C)/D10/80/17-20].

74. It is accepted that the Fire may have caused those control fuses to blow. However, that is not the only possible explanation. Significantly, Wang Cheong House, despite sustaining the most severe fire damage, was the only building whose control fuse remained intact after the Fire. In those circumstances, the post-fire investigation does not permit a firm conclusion that the blown fuses in the other buildings were necessarily caused by the Fire.

75. The above is not intended to suggest that the fire alarm system would necessarily have failed, regardless of the position of the main switch. It simply

demonstrates that one should not too readily assume that, had the main switch remained on during the Fire, the fire alarm system would necessarily have operated. Caution should therefore be exercised before concluding that the position of the main switch was the sole factor determining whether the fire alarm system would have been functional during the Fire.

I. Conclusion

76. Finally, Mr. Leung reiterates his sincere sympathy to all those affected by the Fire. He respectfully hopes that the above observations will assist the Committee in its fact-finding exercise and in reaching a full, balanced and informed understanding of the matters relating to him.

Dated this 6th day of July 2026.

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