

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

**5<sup>th</sup> Witness Statement of KEUNG Sai-ming**

I, KEUNG Sai-ming, of Licensing and Certification Command, Fire Services Department, 5th Floor, South Wing, Fire Services Headquarters Building, 1 Hong Chong Road, Tsim Sha Tsui East, Kowloon, do say as follows:-

1. I am the same KEUNG Sai-ming who gave witness statements dated 16 January 2026 (“**my 1<sup>st</sup> Witness Statement**”), 13 February 2026 (“**my 2<sup>nd</sup> Witness Statement**”), 13 March 2026 (“**my 3<sup>rd</sup> Witness Statement**”) and 6 April 2026 (“**my 4<sup>th</sup> Witness Statement**”) to the Independent Committee (“**Committee**”) in relation to the fire at Wang Fuk Court in Tai Po. Save as otherwise specified, this Witness Statement adopts the same abbreviations and nomenclature as my previous statements.
  
2. I make this 5<sup>th</sup> Witness Statement to provide additional information in response to the 2<sup>nd</sup> Witness Statement of Mr. Leung Ping-kay, the director of China Status Development and Engineering Company Limited (“**China Status**”), dated 2 April 2026 (“**LEUNG’s 2<sup>nd</sup> statement**”) to supplement Part (C)(4) of my 4<sup>th</sup> Witness Statement. Save where otherwise appears, the facts deposed hereto are within my personal knowledge or are derived from office files and records and sources to which I have access and are true to the best of my knowledge, information and belief.

3. I would like to apologise for the tight timing in which this 5<sup>th</sup> statement is being submitted. However, given that there are some rather serious (and, as explained below, inaccurate) assertions contained in LEUNG's 2<sup>nd</sup> statement (which was made on 2 April 2026 and only included in Bundle WS7 on 4 April 2026 during the Easter public holiday), the FSD feels compelled to put forward this statement in order to address (at the very least) the most problematic assertions at an earliest practicable opportunity.
4. Where reference to a document in the hearing bundle is made, reference to [B2/A(I)/1/1] is to [Bundle/part/item/page].

**(A) Prestige Construction & Fire Engineering Co Ltd**

5. According to our record, Prestige Construction & Fire Engineering Co Ltd ("**Prestige Construction & Fire Engineering**") is a RFSIC (as distinct from Prestige Constructions & Engineering Co. Ltd ("**PC&E**") which is not a RFSIC), holding registration numbers RC1/0563 (Class 1) and RC2/0744 (Class 2), who can maintain, inspect and repair any fire service installation and equipment which is installed in any premises, pursuant to s.7(1) of Cap. 95B.
6. However, to our knowledge based on our records, Prestige Construction & Fire Engineering, did not carry out any FSI-related works at Wang Fuk Court.
7. PC&E, on the other hand, which engaged China Status, is **not** a RFSIC.

**(B) Whether acceptable for one RFSIC to sign SDN as long as actual works carried out by another RFSIC (paras. 24, 27, 28, 31-32 of LEUNG's 2<sup>nd</sup> statement)**

8. According to FSD Circular Letter No. 1/2021 [B2/A(iii)/1/1302-1311], the purpose of the notification mechanism in the form of the SDN is because “it is imperative that the FSD should be promptly notified of the FSI shutdown so that the units of the FSD may formulate appropriate contingency plan and advise the owners/occupiers of the premises to take additional fire safety measures during the shutdown period, where necessary” [B2/A(iii)/1/1302]. As such, in the same document, it is explained that “as RFSICs will be engaged by the FSI owners to inspect FSIs to see whether they have to be shut down for maintenance/modification/repair, **the RFSIC is therefore the most appropriate person to notify the FSD accordingly**” [B2/A(iii)/1/1302]. This should be done where the work(s) is / are expected to be carried out overnight or for more than 24 hours continuously.
9. For an RFSIC who is employed to maintain / inspect / modify / repair the subject FSI, the RFSIC should also comply with other relevant requirements stipulated in the same Circular Letter. Failure to adhere to these requirements may result in referral to the relevant Disciplinary Board by the Director of Fire Services.
10. It is therefore never part of the notification system and (bearing in mind the above considerations) unacceptable for one RFSIC to sign the SDN while the actual works are carried out by another RFSIC (let alone, as it transpires in the case of Wang

Fuk Court, by sub-contractors who are not even RFSICs). Such a practice circumvents statutory accountability and undermines the FSD's ability to enforce disciplinary action against the responsible RFSIC should they fail to follow the relevant requirements.

11. Indeed, I would also point out that, according to FSD Circular Letter No. 1/2021 at (G) [B2/A(iii)/1/1305], "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." This again reinforces that an SDN should be completed and filed by an RFSIC which is "employed for the work(s)" in question.
12. Further, according to Code of Practice for Inspection, Testing and Maintenance of Installations and Equipment at [1.16] [B2/A(II)2/884]:

*"For any shut-down of building FSI, including FH/HR system, sprinkler system, fire alarm system, street fire hydrant system, water spray system, smoke extraction system, staircase pressurization system, dry riser system and fire detection system with sleeping risk, overnight or more than 24 hours continuously, RFSIC shall notify Fire Services Department in accordance with the laid down reporting procedures. RFSIC shall advise the residents/occupants/property management company to take preventative measures to mitigate the risk during the works period when any FSI is defective or shut down for inspection, maintenance, modification or repair."*

13. Without attending the site and supervising the works, a RFSIC cannot properly advise the residents/occupants/property management company.
14. According to the said Code of Practice, Item (I) of Appendix 9 [B2/A(II)2/961]:
- "... 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 (Part II and III of Annex I refer). Serial number of relevant FS 251 which was previously issued for the work(s) must also be provided in the written notification."*
15. Without attending the site and supervising the works, an RFSIC cannot critically review the need for extension of FSI shutdown.
16. Therefore, it is unacceptable for an RFSIC to sign SDNs without attending the site and supervising the relevant works.

**(C) Whether acceptable for components of FSI, e.g supply tank, to be repaired by company other than the one signing the SDN for that FSI; whether the subcontractor must also be an RFSIC (paras. 28-30 of LEUNG's 2<sup>nd</sup> statement)**

17. At the outset, China Status seems to have conflated (a) the issue of whether one RFSIC can sign an SDN on behalf of another RFSIC with (b) the issue of whether components of FSI can be repaired by a company other than the one signing the SDN and, moreover, by one that is not even an RFSIC. In particular, whilst paras. 28-30 of LEUNG's 2<sup>nd</sup> statement are

under the heading of “Applying SDN for Other RFSICs”, para. 30 seems to suggest that the supply tank may be repaired by somebody *not* an RFSIC.

18. I have addressed issue (a) in the preceding section.
19. On issue (b), for similar reasons as above, it is first of all unacceptable for components of FSI to be repaired by a company without the supervision of an RFSIC which signs the SDN. If the repair works require the FSI to shut down overnight or for more than 24 hours continuously, the RFSIC who is employed to undertake the repair works should submit the SDN itself, rather than letting or engaging another RFSIC to submit the SDN on its behalf. To put it another way, the RFSIC submitting the SDN must be the one undertaking or supervising the relevant repair works that are necessitating the shutdown, save and except where the contrary intention appears under section 6A(1)&(2) of Cap 95A.
20. In the case of a supply tank, LEUNG’s 2<sup>nd</sup> statement at para. 30 itself recognises that “*repair works to a supply tank (供水缸) will necessarily affect the fire hydrant and hose reel system, and therefore a SDN must be applied for*”. Indeed, it is clearly stated in the Code of Practice for Minimum Fire Service Installations and Equipment (“CoP”) [B2/A(II)/1/789-878] that the supply tank is one of the major components of a FH/HR system (see Specification of FH/HR system, para. 5.14(c) in the CoP [B2/A(II)/1/860]). Therefore, s.7(1) of Cap. 95B also applies to the supply tank. It would be unacceptable, and contrary to the legislative intent, for the installation / repair / maintenance of the supply tank to be carried out without the

engagement and supervision of an RFSIC. In other words, it is unacceptable for Tin Hung and Red Sun, both not being RFSICs, to carry out the concrete works at the water tanks particularly when China Status is just a paid rubber stamp to sign the corresponding SDN.

21. For the same reason, it is erroneous for LEUNG's 2<sup>nd</sup> statement at para. 30 to focus on the entry on the website of the FSD relating to "supply tank" alone without mentioning the entry under "fire hydrant and hose reel system" (which the "supply tank" forms a component thereof) [R3/3/1039].

**(D) Whether PC&E was an RFSIC licensed to repair the FS Tank (para. 39 of LEUNG's 2<sup>nd</sup> statement)**

22. PC&E is not an RFSIC who therefore is not qualified or eligible to carry out any works such as repair works on the FS Tank.
23. On the other hand, as a matter of completeness, although Prestige Construction & Fire Engineering is an RFSIC who can do so, based on evidence available to the FSD, this company has never carried out any works at Wang Fuk Court.

**(E) Whether China Status's explanation about its quotation is reasonable (quotation not for submitting SDN for 1-year period but for submitting SDN when project is to last for 1 year) (paras. 48-52 of LEUNG's 2<sup>nd</sup> statement)**

24. Each SDN lasts for a maximum period of 14 days from the date

of issue and an extension of the SDN is required to be submitted every 14 days until the works are completed and the system is restored to operational status. As explained in para. 10 of my 4<sup>th</sup> Witness Statement, the requirement for SDN (and their extension) to be reported to the FSD in 14 days intervals is designed to ensure that the RFSIC is actively and consciously making a professional assessment that an extension is required. Save for the aforesaid, we express no comments on the contractual negotiation and agreement between China Status and PC&E.

25. It is noted however that the quotation was issued by China Status on the understanding that the repairs works would require “the FS Water Tanks to be emptied” (see para. 46 of LEUNG’s 2<sup>nd</sup> statement). If this is the case, then as stated in para. 15 of my 4<sup>th</sup> Witness Statement, China Status has misled the FSD by declaring that the repairs were needed as a result of “leakage of F.S. water tanks” (without mentioning “empty tanks”, let alone the plan to use the F.S. Water Tanks for other purposes, or indeed the shutdown of the FAS).

**(F) Even if China Status thought it was PC&E to be responsible for the actual works, could China Status find it acceptable for the building management of WFC to carry out the necessary tasks (see also paras. 53, 63-64 of LEUNG’s 2<sup>nd</sup> statement)**

26. This is unacceptable. As stated in para. 15 of my 4<sup>th</sup> Witness Statement, China Status should have been the one to effect the shutdown of the FSI systems themselves and should not have left the task to another company believed, rightly or wrongly,

to be an RFSIC, let alone to the property management company who would unlikely be an RFSIC. Apart from this, the subject building management company is not an RFSIC. Pursuant to s.7(1) of Cap. 95B, it is a statutory offence for any person who is not an RFSIC to maintain, inspect, or repair any fire service installation or equipment installed in premises.

**(G) Whether reasonable for Leung to rely on representation from Gordon and Cheung without inspecting the FS Tank and checking whether it was leaking and that it was shut down properly (para. 55 of LEUNG's 2<sup>nd</sup> statement)**

27. This is not reasonable. All FSI-related works, including the inspection of FSI, should be carried out by an RFSIC. It is noteworthy that in the FS 251 issued by China Status, it was declared that the FSI had been tested and found to be in efficient working order except the defects as stated in Part III of the certificate. Therefore, it was not acceptable for LEUNG to rely on the representations from Gordon and Cheung without inspecting the FS Tanks themselves.

**(H) Whether China Status should have noted the shutdown of the main switch (para. 63 of LEUNG's 2<sup>nd</sup> statement)**

28. Being the RFSIC who submitted the SDNs, China Status was supposed to be the one who performed and supervised the repair works, and therefore had an obligation to attend the site to carry out the shutting down of the FH/HR system and/or would have noted the shutdown of the main switch.

**(I) Whether any issue with FS Tank as fresh water tank (para. 70 of LEUNG's 2<sup>nd</sup> statement)**

29. According to the CoP, “the reserve water supply for fire fighting shall be contained in a supply tank” [B2/A(II)/1/860] i.e. a supply tank means a water tank containing a specified quantity of water reserved solely for firefighting. Therefore, using an FS Tank simultaneously as a fresh water tank is unacceptable because the quantity of the water kept in the FS Tank would be diminished by the use of the fresh water therein unless replenishment is arranged. On the other hand, changing the use of an FS Tank to a fresh water tank during the course of repair will affect the entire FH/HR system and cause undue delay to the resumption of FH/HR system, and is therefore also unacceptable.

**(J) Whether SDN should have been cancelled earlier, whether China Status should have inquired into the progress of the repair works (para. 73 of LEUNG's 2<sup>nd</sup> statement)**

30. China Status, who submitted the SDNs, should be the one who carry out and supervise the repair works themselves, which in turn require them to attend the site. According to FSD Circular Letter No. 1/2021 at sub-para. (F) [B2/A(iii)/1/1305], “upon resumption of normal operation of the FSI, the RFSIC should also submit a written notification to the FSD in this regard without delay”. According to the FSD Circular Letter No. 1/2021 at sub-para. (I) [B2/A(iii)/1/1305], “[i]n respect of sub-paragraph (F), 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”. This obligation would have required China Status to inquire into the progress of the repair works instead of relying on Cheung to keep it informed of the repair works (see para. 74 of LEUNG’s 2<sup>nd</sup> statement).

31. Had China Status noted the completion of the repair works in September to November 2025 as stated in para.73 of LEUNG’s 2<sup>nd</sup> statement, there would have been no need for some of the Extension Notices to be submitted, and the FH/HR system to remain in a state of shutdown. Take one of the blocks with the most casualties for example – Wang Tai House – if China Status had known that the works were completed by the end of October 2025 (para. 73(c) of LEUNG’s 2<sup>nd</sup> statement), the filing of the last SDN dated 13.11.2025 (see para. 8.18.4.1 of my 1<sup>st</sup> Witness Statement) would not have been necessary and the FH/HR system should have been resumed to normal operation.

**(K) Why did FSD contact China Status in or around September 2025 (para. 83 of LEUNG’s 2<sup>nd</sup> statement)**

[WS1/9/130]

32. Before carrying out the operational risk assessment, in order to obtain more information regarding the shutdown of FSI, officers of Tai Po Fire Station contacted the RFSIC through telephone calls for purpose of assessing the needs to formulate contingency plan and the scale of standby means to be provide to mitigate the fire hazards, if necessary.

**(L) What prompted FSD's inspection on 9.9.2025, how it was conducted, and what the finding was (paras. 82-85 of LEUNG's 2<sup>nd</sup> statement)**

33. Pursuant to para. 4.1 of the Departmental Procedural Instruction(DPI)/VI/4.2.16 "General Procedures for Handling Defective FSI and FSI Shutdown Cases", upon receipt of an SDN, members of local fire station concerned "shall visit the affected premises within 24 hours and conduct on-site risk assessment". [B2/G(I)/7/2191]
34. On 8.9.2025, SDNs for Wang Yan House and Wang Cheong House were received by Tai Po Fire Station which prompted the risk assessment visit conducted by members of Tai Po Fire Station on 9.9.2025 for purposes of (i) allowing operational members to be more aware of the types of FSIs that are inoperative or shut down; (ii) facilitating operational preparedness and resources deployment, such as determining whether additional fire appliances are needed and establishing contingency plans if necessary; and (iii) requesting the FSI owners to take additional fire safety measures (e.g. provide portable fire extinguishers and arrange regular fire patrols of the affected areas) to mitigate the risk. Following the risk assessment visit, it was determined that the cases required the provisions of standby means and advisory letters with provision of standby means were subsequently issued. Please refer to para. 16 of my 4<sup>th</sup> Witness Statement for more details.

Dated this 7<sup>th</sup> day of April 2026.



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KEUNG Sai-ming  
Assistant Director (Licensing & Certification)  
Fire Services Department