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<p>1 Friday, 20 March 2026</p> <p>2 (10.00 am)</p> <p>3 CHAIRMAN: Before we begin the opening submission, allow me</p> <p>4 to say a few words. My voice is not at its best today,</p> <p>5 but I hope that an important message is conveyed. I've</p> <p>6 read some reports yesterday which caused me some unease.</p> <p>7 I hope media friends will convey the message I'm now</p> <p>8 going to give accurately.</p> <p>9 Yesterday, during the opening submission, we heard</p> <p>10 a lot of new evidence which we have not heard before at</p> <p>11 this stage. However, it has come to our attention that</p> <p>12 there are a lot of comments on the manner of</p> <p>13 investigation concerning the new evidence. That's what</p> <p>14 concerns me.</p> <p>15 As I said yesterday, the Committee will conduct the</p> <p>16 investigation in a fair and transparent manner. We will</p> <p>17 be open. We are disclosing all the evidence we have at</p> <p>18 this stage to the public. However, we have yet to hear</p> <p>19 evidence from the witnesses and we have not heard from</p> <p>20 the involved parties yet, and it's not fair to make</p> <p>21 a conclusion at this stage. It is against the principle</p> <p>22 of fairness and impartiality.</p> <p>23 The counsel representing the Independent Committee,</p> <p>24 his opening submission made yesterday was for putting</p> <p>25 the evidence we have in front of the public and also to</p>	<p>1 brief but important points for the benefit of the</p> <p>2 Committee and the public.</p> <p>3 As mentioned by the Chairman just now, we are also</p> <p>4 aware that the media has made substantial reports on the</p> <p>5 opening submissions made by the counsel. We have some</p> <p>6 concern because these media reports may cause a wrong</p> <p>7 impression on the part of the public that the IC has</p> <p>8 already made a decision on the cause of the fire, its</p> <p>9 rapid spread and also other factors. Some of the</p> <p>10 reports have also made in-depth analysis on the evidence</p> <p>11 and also made conjecture on the parties liable.</p> <p>12 Now, our stance is it is still the early days and it</p> <p>13 is premature to make such decisions. We have yet to</p> <p>14 hear any evidence from stakeholders and involved</p> <p>15 parties. Our concern is not unbiased.</p> <p>16 Concerning the opening submission, the media has</p> <p>17 made very in-depth reports. It is indeed possible to</p> <p>18 cause some members of the public to think that the</p> <p>19 Independent Committee has already made a decision.</p> <p>20 That's not the intent of the Committee.</p> <p>21 However, the Government considers it necessary to</p> <p>22 make a clarification here. This is still an</p> <p>23 evidence-gathering stage. During the evidential</p> <p>24 hearing, there will be ample opportunities for the</p> <p>25 Independent Committee to summon witnesses and take</p>
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<p>1 give an opportunity to involved parties to prepare for</p> <p>2 a response.</p> <p>3 The existing evidence -- when we are asked to</p> <p>4 consider the evidence, it doesn't mean that we have</p> <p>5 already reached a conclusion. The investigation must be</p> <p>6 fair. We have to be fair to the deceased. We also have</p> <p>7 to be fair to the parties on the investigation. That's</p> <p>8 only natural because, after hearing the evidence, it</p> <p>9 really stirred a lot of emotions and the grief really</p> <p>10 runs deep.</p> <p>11 Under these circumstances, I understand the public</p> <p>12 sentiment, but I ask the public to remain objective in</p> <p>13 this investigation. Before we make the final</p> <p>14 conclusion, we have to hear from the parties on the</p> <p>15 investigation, so I urge you not to make a premature</p> <p>16 judgment on the case. That's all I want to say for now.</p> <p>17 We will now resume with the opening submission.</p> <p>18 Mr Victor Dawes SC, please continue to make your</p> <p>19 submission.</p> <p>20 MR SUEN: Chairman, members, on behalf of the government,</p> <p>21 I would like to say a few words as well, in response to</p> <p>22 the Chairman's words, if I may.</p> <p>23 On behalf of the Government, concerning the opening</p> <p>24 submissions made by the counsel representing the</p> <p>25 Independent Committee, I would like to address a few</p>	<p>1 evidence. The Committee will also hear evidence from</p> <p>2 experts.</p> <p>3 For the media and the public to make a judgment on</p> <p>4 the very first day of the evidential hearing, or at</p> <p>5 least give an impression of that is not appropriate.</p> <p>6 That's why we welcome the clarification made by the</p> <p>7 Chairman just now. We welcome the reminder.</p> <p>8 Finally, we urge you to bear in mind that the</p> <p>9 opening submission only contains part of the evidence we</p> <p>10 have. We believe that in the future the involved</p> <p>11 parties and witnesses will give more detailed</p> <p>12 explanation concerning the issues. In my opening</p> <p>13 submission we will also make some clarification and</p> <p>14 addition in terms of explanation about the cause of the</p> <p>15 event. So before we hear the full evidence, for anyone</p> <p>16 to make reckless decision or conclusion on the case, it</p> <p>17 is unfair to the involved parties.</p> <p>18 Finally, the Government fully understands that the</p> <p>19 public has very strong concerns and interest in this</p> <p>20 incident. The public is under grief and we respect</p> <p>21 that, but we urge the public to remain fair and</p> <p>22 impartial and patient so that we can present all the</p> <p>23 evidence in an orderly and fair manner before we make</p> <p>24 a comprehensive decision with sufficient base. That's</p> <p>25 how we will be responsible to the deceased, the families</p>

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<p>1 and the public. Thank you.</p> <p>2 CHAIRMAN: I fully understand the stance and the statement</p> <p>3 made by the Government's counsel. We share the same</p> <p>4 views. This is an unprecedented catastrophe in</p> <p>5 Hong Kong. It has saddened us greatly and we understand</p> <p>6 the strong emotions. This is only natural. But still,</p> <p>7 it is my belief that we need to remind the public</p> <p>8 concerning the important points.</p> <p>9 So this is important. We have to remain fair and</p> <p>10 impartial. We need to hear all the evidence before</p> <p>11 making a decision in a fair, open and transparent</p> <p>12 manner. We will put our decision in the report with all</p> <p>13 the reasoning.</p> <p>14 But before that, I ask all parties to remain</p> <p>15 impartial. That's crucial for the investigation. Thank</p> <p>16 you.</p> <p>17 Mr Victor Dawes SC.</p> <p>18 Opening submissions by MR DAWES (continued)</p> <p>19 MR DAWES: Thank you, Chairman. I believe the legal team of</p> <p>20 the Independent Committee and also the legal team of the</p> <p>21 Government share the same views as the Chairman.</p> <p>22 As mentioned during the direction hearing, this is</p> <p>23 not a court hearing, but we will adhere to all the major</p> <p>24 principles, like fairness and transparency. We will</p> <p>25 give ample time and opportunity to each party to</p>	<p>1 video taken after the three firemen walked past the</p> <p>2 bicycle parking space. This is the video.</p> <p>3 (Video played)</p> <p>4 We are going to see three firemen in the camera.</p> <p>5 The last fireman -- as you can see, the remaining</p> <p>6 fireman on the screen is believed to be Ho Wai Ho. He</p> <p>7 stopped because he was helping residents who were</p> <p>8 evacuating the building.</p> <p>9 This video we have seen yesterday. I'm just using</p> <p>10 this as an example; because of the large volume of</p> <p>11 evidence, we will not explore them one by one during the</p> <p>12 opening submission stage. However, concerning the</p> <p>13 reason why Mr Ho acted on his own, there is an</p> <p>14 explanation. He stayed behind to help the residents</p> <p>15 evacuating and then we believe he tried to catch up with</p> <p>16 his teammates, but in the end, he died.</p> <p>17 I think that's it for now. Because, in the future,</p> <p>18 we will hear evidence from the FSD.</p> <p>19 Point three I'm going to make now. I believe the</p> <p>20 Chairman will also agree with me that we are not trying</p> <p>21 to interfere with the reports made by the media. We</p> <p>22 respect the media's reports, but undeniably, this</p> <p>23 incident has touched a raw nerve and has caused a lot of</p> <p>24 different speculations. Accurate reporting is very</p> <p>25 important to the public.</p>
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<p>1 understand the evidence and allow time for them to</p> <p>2 prepare for a response. So during the submission stage,</p> <p>3 we need to highlight all the issues and evidence which</p> <p>4 may require response to allow them sufficient</p> <p>5 opportunity and time.</p> <p>6 It is undesirable to produce evidence only at the</p> <p>7 very end of the hearing. Second, allow me to use one of</p> <p>8 the points mentioned yesterday as an example.</p> <p>9 Chairman, you may remember that, in the interests of</p> <p>10 time -- we have mentioned that we have received a large</p> <p>11 volume of documents -- it is impossible to study each</p> <p>12 document during the hearing. So at this stage we can</p> <p>13 only produce the most crucial evidence for your</p> <p>14 consideration.</p> <p>15 For example, we mentioned the deceased fireman,</p> <p>16 Mr Ho Wai Ho. He sacrificed himself bravely to save</p> <p>17 lives. From yesterday's evidence, we found that he left</p> <p>18 the lift on the 25th floor and tried to save someone on</p> <p>19 the 27th floor. In the end, he fell from the facade</p> <p>20 outside the 31st floor. There are some conjectures</p> <p>21 which are unfair to him, for example, why he went</p> <p>22 upstairs alone? Did he act on his own initiative and</p> <p>23 disobey orders? I believe that the situation back then</p> <p>24 was very chaotic.</p> <p>25 Allow me to play one more video clip. This is the</p>	<p>1 CHAIRMAN: Let me explain again. This is only natural.</p> <p>2 This is such a tragedy. The fire has caused a lot of</p> <p>3 emotion. It should be widely reported, and it is only</p> <p>4 natural. However, because of these emotions, there may</p> <p>5 be some problems, so I choose to remind the public at</p> <p>6 this stage, I urge the public to remain objective and</p> <p>7 look at all the facts before we reach a conclusion on</p> <p>8 the issue of liability.</p> <p>9 MR DAWES: Thank you, Chairman. Now, I would like to return</p> <p>10 to where I left off yesterday. The topic we were going</p> <p>11 to cover was foam boards. There is evidence showing</p> <p>12 that the contractors had put up foam boards on the</p> <p>13 windows of the facade in Wang Fuk Court to prevent the</p> <p>14 windows from being damaged during the maintenance work.</p> <p>15 That was widespread practice in Wang Fuk Court and the</p> <p>16 evidence is clear on that. We will hear evidence from</p> <p>17 experts on how foam boards will accelerate the spread of</p> <p>18 a fire and also the actual impact.</p> <p>19 We will explore with the experts whether the foam</p> <p>20 boards contributed to the spread of the fire from the</p> <p>21 facade to the indoor areas. We have mentioned that many</p> <p>22 of the victims died inside their flats. Did foam boards</p> <p>23 accelerate the spread of the fire into the flats?</p> <p>24 That's an area we need to investigate.</p> <p>25 Now, the foam boards used by the contractor covering</p>

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<p>1 the windows also blocked the view of the residents from 2 inside the flats. They could not see how the fire 3 developed and it also affected their evacuation. 4 During building maintenance, there are rules to 5 follow concerning the construction materials used and we 6 have also explored whether these guidelines apply to 7 foam boards. There are different views held by the 8 different departments. No matter how the rules are 9 interpreted, using flammable temporary materials during 10 construction work, for example, using plastic sheets or 11 foam boards to protect the window, this practice should 12 be put under suitable supervision. 13 From the very beginning, we can see that the 14 contractors understood that it comes with a risk to use 15 foam boards to protect the windows. According to the 16 work meeting, the minutes on 17 June 2024, in 17 paragraph 10, it says Prestige suggested using foam 18 boards to protect the window, then Will Power Architects 19 said that foam boards are flammable objects and will 20 cause a lot of smoke during fire; it should be 21 prevented. Will Power suggested using protective boards 22 instead. However, Prestige said that foam boards is 23 more suitable and insisted on using foam boards. 24 Now, the consultants, Will Power, said that all 25 materials come with their own advantages and</p>	<p>1 statement of a clerical worker, that gentleman is the 2 boss of Hoi Tak. We have found four invoices. The 3 dates are 27 August, 3 September, 9 September and 4 17 September. Therefore, we have reason to believe or 5 we do believe for any flammable foam boards obtained by 6 Hoi Tak were not just used in Wang Tai House/Wang Kin 7 House, they were also used in Wang Chi House as well as 8 another house. From the minutes of another meeting 9 dated 12 September, ISS, OC Chairman, Urban Renewal 10 Authority representative, they all were present at the 11 meeting. I'd like to draw your attention to 12 paragraph 19. 13 Residents provided videos showing that the foam 14 boards used to cover the windows were actually 15 flammable. 16 (Video played) 17 The explanation given by Will Power was that the 18 foam boards will not be set fire owing to cigarette 19 butts. However, after flame could be another case. 20 This is what is set out in the WhatsApp conversation. 21 And if there was naked flame, of course many materials 22 will be set ablaze including bamboo sheds or nets. 23 Their explanation is that such materials would be 24 used in the past as well. PC&E would provide evidence 25 showing that the materials would not be set fire because</p>
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<p>1 disadvantages, but it still considers that using foam 2 boards is rather risky. However, if the contractor 3 insists on using that, they have to bear their own risk. 4 On 17 July, a letter was sent by Will Power to the 5 effect that during the meeting there was a consensus to 6 use foam boards to protect windows. We have not found 7 any minutes concerning 16 July. However, we have found 8 a signed document by Prestige on 18 July. 9 Now, in the next month, in the second half of 10 August 2024, order was made for the first batch of foam 11 boards. These are the documents from the police. First 12 of all, in August and September, Hoi Tak Construction 13 Ltd has made three orders for foam boards. Now, Hoi Tak 14 is a contractor. They are responsible for Wang Kin, 15 Wang Tai and Wang Cheong facade work. 16 It's worth noting that in the order made on 17 19 September, it was clearly written that the foam 18 boards ordered by Hoi Tak was not fire-retardant. For 19 the other two orders, it was not specified whether the 20 foam boards ordered were fire-retardant. However, the 21 price are the same. 22 Evidence also shows some foam boards were sold to 23 another construction company called Sun Nam Fong, which 24 is the contractor that is responsible for the facade 25 construction building of some houses. According to the</p>	<p>1 of cigarette butts. The OC provided videos to us 2 showing the results of the fire tests showing that they 3 seem to be not flammable. 4 (Video played) 5 Chairman, at the same time, residents posted videos 6 on Facebook showing that the foam boards were highly 7 flammable. A gentleman [transliterated as] Wong Kwok 8 Hei provided a video on 23 September to 1823. This is a 9 screenshot of the video. The title of the picture is 10 "The foam boards covering the windows are flammable". 11 Residents expressed concerns and contractor has 12 their own explanation. There were conflicts. At the 13 meeting on 10 October the new batch of foam boards were 14 delivered. The week afterwards, the materials would be 15 put to a fire test or a combustion test. 16 What could not be seen in the public document is 17 that before the work meeting, the Chairman of the OC, 18 Mr Tsui Moon Come on 2 October communicated and had a 19 discussion with the auditor at that time. I'd like to 20 draw your attention to the discussion. The gist is that 21 Mr Ho Kin Yip asked, "I'd like to ask, given that 22 residents had a lot of views on foam boards, will there 23 be changes made to the use of foam boards, that is with 24 the use of 2.5 mm thick foam boards?" 25 The response was, "Is it possible to look for foam</p>

Page 13	<p>1 boards that aren't as flammable?"</p> <p>2 Mr Ho said that, "Even if there were, I could not</p> <p>3 guarantee that they are fire-retardant."</p> <p>4 The response is that, "There isn't any need for</p> <p>5 certification as long as the fire could be put out on</p> <p>6 itself. Then it would do."</p> <p>7 Mr Ho said, "Understood. If I could order such</p> <p>8 materials they could be used in phase 2 and phase 3</p> <p>9 but note that changes could not be made to phase 1."</p> <p>10 Of course in this WhatsApp conversation there could</p> <p>11 be contextual clues and the context could not be shown</p> <p>12 just in this WhatsApp conversation. But as we can see</p> <p>13 right now, at least Mr Tsui and Prestige knew that the</p> <p>14 new batch of foam boards were not guaranteed to be</p> <p>15 fire-retardant. Even if the new batch of fire-retardant</p> <p>16 foam boards were ordered, they could only be installed</p> <p>17 onto the windows that had not been equipped with foam</p> <p>18 boards. For those that had already been installed, they</p> <p>19 were not fire-retardant.</p> <p>20 At the work meeting on 26 October, the new batch of</p> <p>21 foam boards had already been delivered. They said the</p> <p>22 materials had already arrived. They used a lighter to</p> <p>23 test the foam boards and they were not flammable.</p> <p>24 This version seems to be in line with other versions</p> <p>25 of events.</p>	Page 15	<p>1 really fire-retardant and whether they could replace the</p> <p>2 old foam boards, of course this is a serious issue and</p> <p>3 we need to wait until the experts come to the</p> <p>4 Independent Committee to give their own explanations.</p> <p>5 In the meantime, Wang Fuk Court residents related their</p> <p>6 concerns and worries about this issue, especially the</p> <p>7 Independent Checking Unit and the Fire Services</p> <p>8 Department. We are going to go over the complaints and</p> <p>9 the practice that handle their complaints.</p> <p>10 On 25 September 2024, the FSD sent officers to the</p> <p>11 scene to check the hoarding of the foam boards. Mr Wong</p> <p>12 Kwok Hei [transliteration] on 23 September 2024 made</p> <p>13 a complaint to 1823. The Styrofoam pictures were</p> <p>14 submitted and we can take a look at the complaint made</p> <p>15 by Mr Wong. As you can see from the complaint message,</p> <p>16 it shows very clearly that some residents took the</p> <p>17 Styrofoam next to the housing estate on their own, they</p> <p>18 conducted a test and they found that that Styrofoam was</p> <p>19 not fire-retardant.</p> <p>20 Let's take a look at the response from the FSD. The</p> <p>21 Assistant Commissioner of Fire Services provided a</p> <p>22 statement. In paragraphs 21 and paragraph 22 of the</p> <p>23 statement he said that on the afternoon of 25 September</p> <p>24 2024 at 4.40 pm, some polystyrene boards were noted in</p> <p>25 the open ground areas outside.</p>
Page 14	<p>1 In early October 2024 the contractor responsible for</p> <p>2 Wang Yan House and Wang Tao House, Mr Yiu Kam Fai, from</p> <p>3 Mr Wong Chi Ming, someone from Wuhan Company, obtained</p> <p>4 a sample of the material. And that document showed an</p> <p>5 endorsed certificate signed by a testing centre in</p> <p>6 Hubei. At the same time, on 20 October, Hoi Tak ordered</p> <p>7 a batch of foam boards. It showed very clearly that the</p> <p>8 materials were also fire-retardant foam boards. And the</p> <p>9 prices set out on the document, RMB16.5 per 0.02 cubic</p> <p>10 metres, that is doubling the price. Afterwards, Hoi Tak</p> <p>11 sold this new batch of foam boards to Sun Nam Fong.</p> <p>12 On 9 December 2024, Mr Yiu further ordered foam</p> <p>13 boards from the company in Wuhan. You can see the</p> <p>14 fire-retardancy certificate from the company in Wuhan.</p> <p>15 We can deduce from available evidence, for the new batch</p> <p>16 of foam boards that were fire-retardant ordered after</p> <p>17 October 2024, they would only be installed onto the</p> <p>18 windows that had not been equipped with foam boards.</p> <p>19 Therefore, we can deduce that for the windows that had</p> <p>20 already been installed with foam boards, they would</p> <p>21 continue to be used. The case is actually similar to</p> <p>22 the nets. The more expensive materials and the less</p> <p>23 expensive materials that were not fire-retardant would</p> <p>24 be used together, they believed mixed and used together.</p> <p>25 Regarding whether the new batch of foam boards were</p>	Page 16	<p>1 Therefore, on 3 October 2024, they contacted</p> <p>2 Mr Wong. This phenomenon wasn't within the remit of the</p> <p>3 FSD and at that time the FSD closed the investigation</p> <p>4 into this complaint.</p> <p>5 Around two weeks later, on 4 October 2024, the</p> <p>6 former chairman of the OC, Benny Mak, once again made</p> <p>7 complaint to the Fire Services Department. He pointed</p> <p>8 out that the windows were covered by flammable boards.</p> <p>9 This is very risky. They want the FSD to conduct fire</p> <p>10 tests on these foam boards. This is a letter sent by</p> <p>11 Mr Benny Mak to the FSD. A senior fire officer replied</p> <p>12 to the complaint. Let's take a look at paragraph 7.</p> <p>13 In the middle of this paragraph:</p> <p>14 "An issue ... beyond the ambit of FSD."</p> <p>15 Which means this is not within the remit of the FSD.</p> <p>16 In a moment the relevant parties will make</p> <p>17 submissions to the Independent Committee. They are</p> <p>18 going to set out their positions. At this stage, in</p> <p>19 accordance with section 7 of the Fire Services</p> <p>20 Ordinance, the FSD does have the responsibility to take</p> <p>21 actions and provide opinions on fire prevention measures</p> <p>22 and fire safety. Therefore, in accordance with</p> <p>23 section 7 of this Ordinance, does the Independent</p> <p>24 Committee find it proper for the FSD to provide opinions</p> <p>25 or are there any other concerns? We're going to look at</p>

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1 this later.
 2 I'd like to draw your attention to the response made
 3 by the ICU. Mr Ku Siu Ping, on 25 September, arrived at
 4 the scene. The foam boards were labelled "CO2
 5 ecologically healthy boards". It was seen to have been
 6 plastered in the lift lobby. A Buildings Department
 7 consultant, Franco Tse, was seconded from the ICU.
 8 There is a technical glitch.
 9 Franco Tse was seconded from the Buildings
 10 Department to the ICU. Enquiries were made to Mr Tse.
 11 Mr Ku was given to understand the practice of using
 12 Styrofoam board to cover windows were not building
 13 works. It didn't have to be in compliance with the
 14 fire-retardant requirement. That's why it would not be
 15 seen as non-approved construction works. This is set
 16 out in paragraph 60(i) of the witness statement.
 17 We have the reply of Franco Tse.
 18 On 11 March, just about one week ago, Mr Tse replied
 19 to the instructing solicitor of our law firm. There are
 20 a few salient points in the reply. I'm going to use
 21 Chinese to explain it briefly.
 22 Mr Tse said he was not able to recall "Mr Ku Siu
 23 Ping had verbally consulted me regarding the use of foam
 24 boards to cover up windows at Wang Fuk Court". As per
 25 the practice of the Government, written record would

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1 have to be kept if enquiries were made in relation to
 2 the personal safety of members of the public.
 3 Therefore, it is not fair to Mr Ku in saying that there
 4 isn't any written record.
 5 As you can see on the screen, regarding the second
 6 point, Mr Ku claimed it was Mr Tai that told him that
 7 using foam boards to cover the windows was not
 8 prohibited, but according to Mr Tse, from a professional
 9 perspective, that was not a valid statement. He said
 10 that he was an appointed official that was responsible
 11 for investigating the incident at Grenfell Tower in the
 12 UK in 2017, so the Government did look into the impact
 13 of that fire. The materials on the facades of buildings
 14 had highly flammable construction materials.
 15 Mr Tse's statement was based on his experience in
 16 this regard. On the use of foam material in the
 17 external cladding of buildings, now, he is very cautious
 18 and therefore he would not say that it is acceptable to
 19 use such material on the external wall of buildings.
 20 At that point Mr Ku was of the view that temporary
 21 use of foam boards would not be regulated. However,
 22 Mr Tse felt differently. We have considered
 23 section 16(1)(b) of the Building (Construction)
 24 Regulation. The contractor, in carrying out works, must
 25 take necessary preventive measures. Mr Tse pointed out

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1 that foam boards were combustible and posed potential
 2 fire risk. The use of foam boards to shield window is
 3 not an appropriate preventive measure, so even though
 4 the foam boards were used on a temporary basis, he is of
 5 the view that this is in contravention of
 6 section 16(1)(b) of the relevant regulation.
 7 Now, we can see from Mr Tse's response and the
 8 statement by Mr Ku, they were in conflict. We have to
 9 test this at our evidential hearing. If Mr Tse's
 10 assertion is correct, then the use of foam boards on the
 11 external wall is extremely dangerous. It is not an
 12 unknown risk because, in the Grenfell Tower fire in the
 13 UK, it was already a known fact.
 14 Of course, when we examine this issue, we have to
 15 consider Mr Ku's position, and the understanding of the
 16 regulation by ICU, whether it was accurate and whether
 17 the regulations were enforced in part 8 of the Buildings
 18 Ordinance. When it comes to external cladding, cladding
 19 of walls, non-combustible material must be used and
 20 appropriate preventive measures must be used by
 21 contractors during works. We believe these are very
 22 basic fire prevention risk to stop the spread of fire,
 23 should it happen. And of course ICU, seemingly, was of
 24 the view that the relevant regulation was not applicable
 25 because the foam boards were used on a temporary basis.

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1 But as we know, the foam boards in this case have been
 2 in use for 12 months.
 3 It is worthy to note that if we go by ICU's
 4 explanation, so for a block with no occupants under
 5 redevelopment, we have very stringent regulations. And
 6 if the same regulations do not apply to temporary works
 7 and yet in a building with occupants, this is a matter
 8 we have to dwell into: how come for an inhabited
 9 building the protection is even higher for a building
 10 with occupants. I think for the relevant logic and the
 11 relevant regulations, we will examine it after hearing
 12 evidence from different parties.
 13 On 12 November 2024, Amanda Lau of ICU sent a memo
 14 to 1823. She said in that memo -- may I refer you to
 15 paragraph 4:
 16 "We understand that there is no relevant regulatory
 17 requirements for temporary materials to be
 18 fire-retardant and we understand that the contractor is
 19 trying to use fire-retardant foam boards as temporary
 20 protection for windows."
 21 Now, we have to examine whether this statement had
 22 been confirmed or verified by ICU. As we know, ICU
 23 conducted a simple test using a fire lighter, but that
 24 was not done. From evidence available to the Committee,
 25 there was no document required by ICU to confirm the

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1 fire-retardancy of the foam boards. There is also no
 2 evidence to show they ICU have sought certificates,
 3 testing reports or compliance documents from the
 4 contractor. If such documents are available, we hope
 5 that they can be presented or disclosed as soon as
 6 possible.

7 In November 2024 to June 2025, ICU conducted four
 8 site visits. According to records, they did not pay
 9 particular attention to the combustible or flammable
 10 foam boards because the purpose of the visits was to
 11 address complaints, not the foam boards.

12 Chair and members of the Committee, it appears that
 13 during the works, the issued foam boards had been
 14 bothering different parties and the departments were
 15 aware of that. With regard to the handling of
 16 complaints by the FSD and ICU and their responses,
 17 I believe these departments will give an account to the
 18 Committee in future hearings. So much so for foam
 19 boards.

20 Now, I'd like to move on to another topic.

21 We have explored the use of materials on the facade.
 22 I'd like to turn to FSI, fire service installation, its
 23 regulations and responsibilities.

24 The FSI, fire service installation, covered two
 25 parts. The first is the fire alarm system; "FAS" is the

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1 abbreviation. For the eight blocks of Wang Fuk Court,
 2 the FAS was deactivated one or two of the FAS was
 3 activated by Mr Lam Man Yan of ISS manually. We have
 4 seen how some residents tried to activate the FAS on
 5 their floors, but to no avail. As we all know, the FAS
 6 is important for evacuation. We will not labour on that
 7 point anymore. Some of the fire hydrant hose reel
 8 systems were not in order. Some residents lost time in
 9 trying to activate them for evacuation.

10 Under Cap 95B, section 8, all RIs are responsible to
 11 ensure that FAS and fire hose or FSIs are in proper
 12 order and there should be at least one proper
 13 examination by RFSIC once every year.

14 After each annual check, RFSIC will submit
 15 a certificate of FSI or FS251. So it's just like an
 16 annual body check for FSIs to ensure their normal
 17 operation. And RFSIC must sign an FS251. If the
 18 contractor is of the view that the FSI, such as the
 19 water pump or the FSI is out of order, then it has to be
 20 stated on the FS251.

21 Also, the reason for not fixing the defects, owners
 22 of the buildings have the responsibility to employ
 23 registered contractors to fix the problems. If the main
 24 FSIs have to be switched off overnight or for over
 25 24 hours, in the case of building works, then the FSD

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1 circular letter 1/2021 has to be complied with.
 2 "... the RFSIC should notify the FSD the defect(s)
 3 as soon as possible within 24 hours after the defect(s)
 4 is/are identified ..."

5 That is SDN, shutdown notices.

6 Once SDN is received by the FSD, Fire Services
 7 Department nearby should have to check all the risk
 8 mitigation measures, for instance, to ensure that extra
 9 fire extinguishers are provided and there should be
 10 inspections. If the RFSIC has fixed the defects,
 11 another two documents have to be submitted. SDN has
 12 this last part, part 3, resumption of FSI, to state that
 13 FSIs are now in use again.

14 We have seen evidence from Victory Fire submitted on
 15 6 May 2022. It is actually for Victory Fire to sign
 16 a document. Now, we are not talking about this project
 17 in question. It's just a document signed by
 18 Victory Fire in 2022 to state that the system has been
 19 checked and is operating normally. So we have already
 20 discussed the failure of the fire hydrants and hose reel
 21 system and details are of great importance.

22 Wang Fuk Court has two RFSICs. The first one is
 23 Victory Fire we just mentioned, and the second one is
 24 China Status. In chronological order, let's take a look
 25 at their work.

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1 The role and responsibility of Victory Fire. On
 2 5 March 2025, ISS employed Victory Fire as the RFSICs
 3 for the annual check of eight blocks of Wang Fuk Court.
 4 The checks were done in between 24 and 26 March 2025.

5 On 31 March 2025, Victory Fire completed its annual
 6 check. It was found that the FSIs of all eight blocks
 7 of Wang Fuk Court by and large fulfilled the statutory
 8 requirements, but some needed repair, and this is just
 9 normal. For instance, ISS in its evidence said that
 10 some fire hydrants or systems had to have the nozzle
 11 replaced on certain floors.

12 Victory Fire was also of the view that the water
 13 tanks on the roof had no leakage. This is worth noting.
 14 Now, we move on to 2 October 2025.

15 ISS carried out repair works on defects identified
 16 by Victory Fire. The works started on 16 October.
 17 Evidence from Victory Fire gave us a clear account of
 18 the repair and maintenance works. According to Mr Tong
 19 Hing Lun of Victory Fire, phase 1 of the work was done
 20 on 16 and 17 October. It lasted for two days. Two
 21 colleagues went with him to Wang Fuk Court to replace
 22 the switch of the hose reel system; together with his
 23 colleague Mr Choi Kam Lung were sent to the rooftop to
 24 switch on the switch for the pump. It was found that
 25 there was no water coming out from the reel, so they

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<p>1 went to check the water tank on the rooftop and it was 2 found to be empty, there was no water there. 3 They discovered that some tiling works had been done 4 on the water tank, so Mr Lam Man Yan of ISS told them 5 that there was repair and maintenance works on all water 6 tanks of the blocks, so the tanks were emptied. That 7 was the situation on 16 and 17 October. 8 Then on 17 November, there was a similar incident. 9 Mr Leung Chung Man, a sub-contractor of Victory Fire, 10 checked the emergency lighting system and also the 11 nozzle, the reel of the fire hydrant and hose reel 12 system on the staircases, carried out repair works. 13 What is relevant is Victory Fire also repaired the 14 FAS. 15 On 19 November, Mr Lee Chun Yin and Mr Wong Kin Wa 16 went to Wang Fuk Court to repair the FAS, the button. 17 Their statement was, to avoid electric shock they 18 switched off the main switch of the FAS for the test. 19 That's the reason why the main power switch was off. 20 Then they went to the main power switch of all eight 21 blocks of Wang Fuk Court. It was found that all the 22 main power switch was off. According to Mr Lee, he 23 understood that the main power switch was also in 24 control of the FAS. That means the FAS and also the 25 water pumps were all deactivated.</p>	<p>1 alarm system, on 19 November, Victory Fire found that 2 the main switch for the fire water pump had been 3 switched off, and that led to the deactivation of the 4 fire alarm system as well. Three, Victory Fire has not 5 submitted shutdown notices concerning the deactivation 6 of the fire hose and the FAS. SDNs were not submitted. 7 We can imagine that Victory Fire should have submitted 8 SDNs to the FSD. 9 Four, Victory Fire knew that it was because there 10 was repair work ongoing in the water tanks, that's why 11 the main switch was switched off. Then shouldn't 12 Victory Fire verify that version? After being notified 13 by ISS, should Victory Fire stop at that and not follow 14 up on the matter? 15 On the final point, according to the FSD's evidence, 16 the Fire Services Department, one Mr Keung Sai Ming's 17 evidence, he said so. 18 Allow me to summarise the evidence. Two points. 19 One, the fire valve and the fire hose, as well as the 20 FAS, these systems share the same power source. If the 21 main switch is off, then both sets of system would lose 22 power. Another point, on the main switch panel, there 23 are actually two switches. One is the switch for the 24 pump, that's pump isolator switch. The other one is the 25 standby pump switch.</p>
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<p>1 Mr Lee Chun Yin through WhatsApp reported to 2 Victory Fire that the water pumps were switched off for 3 Wang Fuk Court, and then Mr Lee reported to a Ms Cheng 4 Tsz Ying of ISS, he was told that all eight blocks were 5 under renovation and the FSIs had stopped operation, and 6 SDNs had been submitted to FSD. 7 Another witness, Mr Wong Kin Wa, his version is 8 similar to that of Mr Lee Chun Yin. He supplements that 9 Ms Cheng Tsz Ying explained to him that the fire service 10 for the tanks were under maintenance. The contractor 11 asked the property management to turn off the fire 12 service main switch. 13 As you can see on the screen, that is the evidence 14 given by him. 15 Two days after, on 21 November, Mr Lee Chun Yin 16 returned to Wang Fuk Court and continued to repair the 17 fire alarm switch at block H. Afterwards, he sends a 18 photo to Victory Fire as a report. These are the photos 19 he had taken. 20 Combining the versions of the witnesses and also 21 from the records, there are several points worth 22 attention. 23 On 16 and 17 October 2025, Victory Fire discovered 24 that the fire hose system was deactivated because there 25 was no water in the water tanks. Second, the FAS, fire</p>	<p>1 In order to repair water pipes or water tanks, 2 actually, the main switch for the fire pump should be 3 kept on and it's more appropriate to switch off the two 4 switches for the water pumps. If that's the case, even 5 though power is off for the water pumps, the FAS would 6 still be activated. On the other hand, instead of 7 switching off the main switch, they should just switch 8 off the isolator switch. 9 On this issue, we believe that there will be more 10 evidence shedding light by the FSD and Victory Fire. 11 This evidence will be crucial. 12 Another RFSIC related, who's going to play an 13 important role in this investigation, is China Status 14 Development and Engineering Co Ltd. China Status has 15 cooperated with us and has submitted a witness statement 16 from the director, Mr Leung Ping Kay, and also Mr Yim 17 Choi Wah. To summarise, both Mr Leung and Mr Yim have 18 honestly admitted in their witness statement that there 19 were some major negligences. 20 A lot of the contents of the two witness statements 21 are similar, so I will just focus on Mr Leung's witness 22 statement. There are four major points worth noting. 23 First of all, pre-notification of shutdown of fire 24 services installation to the FSD. As we have said, if 25 RFSIC intends to shut down the FAS, they should have</p>

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<p>1 submitted an SDN to the FSD. Mr Leung's statement was 2 that in March 2025, Victory Fire asked for a quotation 3 from China Status concerning the project. The quotation 4 was about shutting down the fire hose and FAS for the 5 eight blocks in Wang Fuk Court to repair the fire 6 service water tank.</p> <p>7 China Status, on 25 March, submitted a quotation to 8 Victory Fire. This is the quotation in issue. It 9 involves some certificates we have mentioned, including 10 FS251. Please zoom in. That's item 3. Notices 11 concerning repair on FAS; and, second, SDN, shutdown 12 notices, there is also a quotation price for that. 13 Estimated duration, the company expected a suspension of 14 one year or shutdown of one year. And then additional 15 fire extinguishers.</p> <p>16 Not long after, the quotation has been accepted. 17 The question is whether China Status has actually taken 18 on any supervisory role. Did it only help Victory Fire 19 to submit SDNs and FS251 to the Fire Services Department 20 and that's it? China Status has submitted FS251 and SDN 21 for block E on 7 April. If you look at paragraph 30 of 22 Mr Leung's witness statement, it will clear up the 23 practice. Prior to submitting the applications, 24 China Status did not attend Wang Fuk Court to understand 25 firsthand the fire hose or fire system in place. The</p>	<p>1 shutdown of the FSIs. The witness statement from 2 Mr Leung mentions that the shutdown must be conducted in 3 person by the RFSIC. In other words, there is 4 a requirement on who will actually effect the shutdown. 5 Mr Leung admitted that China Status did not send anyone 6 to deactivate the system. Victory Fire told China 7 Status that the shutdown would be effected by ISS, 8 that's the management company of Wang Fuk Court. Is 9 that acceptable, given the relevant requirements? The 10 parties will have to explain that.</p> <p>11 Three, concerning the shutdown of FSI, there is 12 a series of mistakes. For the fire hose and also the 13 FAS after the shutdown, the repair work of the fire 14 service water tanks has started. Now, the contractor is 15 Red Sun, a contractor. They are responsible for 16 blocks E, C and G.</p> <p>17 It is of no surprise that block E's work duration 18 has far exceeded the duration specified on the first 19 SDN. That's why Victory Fire asked China Status to 20 submit an extension application. That's because of the 21 work overrun.</p> <p>22 If you look at the relevant SDN, note 2, it 23 specifies the relevant requirement. It says, "Under 24 general circumstances, every extension of shutdown for 25 FSIs should not exceed 14 days".</p>
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<p>1 relevant renovation works to be conducted there had the 2 necessity of shutting down the fire system or the 3 feasibility of putting in place additional fire services 4 measures.</p> <p>5 So the issue is, in the evidence, we have not seen 6 any RFSIC conducting an assessment on the necessity of 7 the shutdown and no RFSIC has considered whether it is 8 really necessary to switch off the main switch, not to 9 mention considering the impact on the entire FAS by such 10 a switch-off.</p> <p>11 Another perplexing issue is China Status has been 12 engaged by Victory Fire on numerous occasions before to 13 be the RFSIC of fire services installations for other 14 projects or name. Now, there's a WhatsApp sent by 15 Mr Leung Ping Kay in November 2023. This is the 16 WhatsApp record.</p> <p>17 Entry one: "Chung Man Wai: 18 "Victory Fire has to shut down the system. They 19 will put additional fire extinguishers and the shutdown 20 notice on the lobby. We only need to submit the SDN to 21 the FSD. We will charge them \$3,000."</p> <p>22 So had the RFSIC assessed the relevant risk before 23 making the application or was the RFSIC just in name 24 only? That's something we have to explore.</p> <p>25 Chairman, members, I will now move on to the actual</p>	<p>1 Of course, there are exceptional cases giving valid 2 reasons. So we understand where this comes from. The 3 shorter the shutdown period is, the safer it is. 4 A longer duration of shutdown would mean higher risk. 5 According to Mr Leung, it seems that China Status has 6 not tried to find out why there is a necessity to shut 7 down the FAS time and again, and whether that's 8 reasonable. His evidence was that every 14 days 9 Victory Fire would ask China Status to submit another 10 notice, and that's exactly what China Status did to 11 extend the relevant shutdown.</p> <p>12 I think you may have a question in mind: how many 13 times such an application have been submitted? Evidence 14 shows that, altogether, there were 16 times. By the 15 time of the fire the FAS of the Wang Fuk Court had been 16 shut down for more than half a year. The evidence shows 17 that every time an SDN was submitted, China Status 18 didn't seem to have considered the actual need or 19 necessity of an extension. China Status just acceded so 20 that request for the same quotation price. The first 21 quotation says the shutdown will last a year. So China 22 Status has to answer to the Committee whether they have 23 submitted the extension application consecutively based 24 on profit, without considering the necessity and risks. 25 Now, should China Status have fulfilled their</p>

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<p>1 responsibility, our submission is that they would find 2 that there is no basis for such a long duration of 3 shutdown. According to Red Sun, blocks D and E's water 4 tank repair work has been completed by the end of 5 October 2025. For blocks C and B, the repair works have 6 been completed in early November. The remaining works 7 was installation of water pipes, water gate and the 8 floaters. 9 Our question is: if China Status had indeed followed 10 up on the case, wouldn't they have noticed that it 11 doesn't take long for the remaining works to be 12 completed, and shouldn't they have urged Victory Fire to 13 complete the works as soon as possible so as to 14 reactivate the FAS? Combining the above evidence, it 15 seems that the shutdown of the FAS has created a very 16 risky situation. 17 We also invite the Committee to consider the 18 repeated application of extension. Did the FSD conduct 19 any enquiry concerning the repeated application from 20 China Status? As I mentioned, every time the RFSIC has 21 to shut down the system an SDN has to be submitted, and 22 within 24 hours' time the FSD should conduct an on-site 23 risk assessment. For Wang Fuk Court, between April and 24 September 2024, the FSD conducted some 12 visits. 25 During these visits, did FSD officers notice that</p>	<p>1 should be resumed as soon as possible. 2 The relevant circular, as you can see, has made 3 another point. On page 6, it is said that: 4 "In case of any abnormalities, any undue arbitrary 5 or deliberate delay of FSI works may amount to improper 6 conduct or negligence in maintenance or repair of FSI. 7 This will have to be referred to the disciplinary board 8 by the Director of Fire Services." 9 Why weren't any enquiries made in relation to the 10 extension application? This is an important point. 11 We have found the record at that time and that seems 12 to show us the following situation based on the data, 13 I mean the inspection record. 14 The person responsible for this seemed to say that 15 according to the shutdown notice, the fire services 16 contractor informed that the works were still ongoing at 17 that time and there was a need to extend the 18 deactivation of the fire services installations. This 19 case will be followed up four months later. 20 They seemed to need to explain why the situation 21 will arise when it comes to an application which needs 22 to be renewed every 14 days. 23 CHAIRMAN: The hearing is stood down for 10 minutes. Please 24 rise. 25 (11.22 am)</p>
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<p>1 the FAS had been shut down? Did they assume that the 2 FAS was still functioning as normal? These are 3 questions that the FSD has to answer later. 4 According to the evidence of the FSD officers, 5 between April and May 2025, the FSD officers did not 6 enter the pump room, nor did they check the main switch 7 panel, nor did they confirm whether the isolator switch 8 was switched off rather than the main switch, crippling 9 the entire system. 10 As shown in paragraph 3: 11 "I drove my colleagues to Wang Fuk Court to inspect 12 the emergency access. We went to the management office 13 to enquire the security guard whether the fire hydrants 14 and fire hose system has been shut down. The reply was 15 'Yes' and then we returned to the fire station." 16 It seems that the FSD only enquired whether the 17 system has been shut down, without any follow-up 18 investigation. In addition, regarding the permitted 19 deactivation of the fire hydrant or hose reel system, 20 why did the FSD have to approve so many times? In 21 accordance with the law, one needs to make an 22 application every 14 days and definitely this comes with 23 reason. 24 In FSD 2021 circular number 1, the impact of the 25 deactivation of the FAS should be minimised and it</p>	<p>1 (A short adjournment) 2 (11.33 am) 3 CHAIRMAN: We will carry on with the hearing. 4 MR DAWES: Chairman, just now before the break I was 5 speaking on the contractor. My colleague just now 6 reminded me the name of the company Wang Tai will be 7 confused with Wang Tai House. That's why I will call 8 it, from now on, Victory Fire, I will use its English 9 name. 10 I have to emphasise we have two systems: one, fire 11 hydrant hose reel system; and the other one is FAS. The 12 one being deactivated was the fire hydrant and hose reel 13 system and the FAS was not found to have been 14 deactivated; that is FAS, fire alarm system. 15 Let us take a look at the role of ISS. Just now I 16 talked about deactivating the FAS and the fire hydrant 17 hose reel system. At that time, they were operated by 18 ISS. Mr Lo Kwok Sui from the repair department of ISS 19 provided evidence. It shows in April 2025, from that 20 month onwards, from time to time he received work notice 21 from the management office because Prestige needed to 22 repair the fire water tanks. That's why he helped 23 Prestige to release the water from the tank, at that 24 time together with another worker, Mr Lee Shing Fu, met 25 up in the lift lobby, then together they went to the</p>

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1 fire pump room.
 2 He admitted he was responsible for shutting down the
 3 fire pump or the master switch of the fire safety system
 4 of all eight blocks of Wang Fuk Court. He said, based
 5 on his experience and knowledge, if a fire pump operates
 6 without water, then the water pump might be set to fire.
 7 That's why he found it necessary to switch off the
 8 switch of the power pump.
 9 In paragraph 21(c) of the statement submitted by him
 10 to the Independent Committee, he said so:
 11 "If there isn't any water inside the water tank but
 12 then the pressuring pump still operates, the friction
 13 might affect the operation of the pump and that might
 14 lead to incidents."
 15 This is not in line with the version of events put
 16 by the assistant director of Fire Services Department,
 17 Mr Keung Sai Ming.
 18 It is plainly obvious that if we need to turn off
 19 the FAS in accordance with law, that should have been
 20 done so by a registered fire service installation
 21 contractor instead of by a staff member of the property
 22 management company. In other words, that staff member
 23 did not have the qualifications to do so. At that time,
 24 they might not have become aware of the deactivation of
 25 the FAS. According to the notice issued by Prestige on

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1 31 March 2025, the water tank would be repaired starting
 2 from 7 April until its completion. Back then, no notice
 3 had been issued informing them of the fact that the FAS
 4 would be switched off.
 5 In this hearing, of course we will examine Mr Lo
 6 Kwok Sui and his employer's role in this case. It's
 7 come to our attention that, according to reports, a
 8 security guard surnamed Wong told his higher up in
 9 May 2025 that it was improper for the FAS to be switched
 10 off for a long period of time, but that concern or
 11 complaint was not given due regard. That security guard
 12 resigned within two weeks in order to protest against
 13 this. An explanation would be required.
 14 When we look into the role of ISS, it wasn't just
 15 about things that happened in the past. Mr Lam, after
 16 the fire had started, tried to manually activate the
 17 FAS. It is expected that Mr Lam will give evidence in
 18 the public hearing and we are going to explore the
 19 situation back then, that is when he tried to reactivate
 20 the FAS or when the police prevented him from
 21 reactivating the FAS during the fire.
 22 Allow me to make a summary right now regarding the
 23 FAS.
 24 In many sections, some misfortunes happened. There
 25 were also human errors. First of all, contractors did

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1 not appropriately assess the necessity of repairing the
 2 water tank.
 3 They decided to deactivate the FAS. This is the
 4 first issue. The FSD nor China Status did not find that
 5 the FAS had been switched off. Victory Fire did not
 6 report the switching off of the FAS to the FSD either.
 7 The property management company, that is ISS, switched
 8 off the master switch of the FAS, in effect switching
 9 off the fire alarm system. But this should have been
 10 done by the contractor instead.
 11 The contractor did not fast-track the repair works
 12 of the fire service installations, nor did they monitor
 13 the progress.
 14 Fifthly, of course it may be a bit difficult whether
 15 the FAS could be activated at a faster pace on that day.
 16 CHAIRMAN: May I remind members that these are issues the
 17 counsel of the Committee suggest us to explore; these
 18 are not conclusions.
 19 MR DAWES: All right. Whether we're talking about failure
 20 at a particular point or added together, they may have
 21 a major impact on the incident. As said by the Chair,
 22 this is something for us to explore at a later stage.
 23 The next issue we want to explore is something which
 24 I took some time to explain yesterday: means of escape.
 25 This is a very important point. The use of

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1 staircases as a means of escape is frequently quoted in
 2 the media, and many people would ask, shouldn't people
 3 use staircases as a means of escape? Should people
 4 takes lifts? But in this case, as heard by you
 5 yesterday, most of the residents used lifts instead of
 6 stairs. Why was that the case? I think this has a lot
 7 to do with the state of the staircases.
 8 Evidence showed that the staircases were crowded
 9 with smoke. This is because of the openings on the
 10 staircases, leading to smoke entering the staircases.
 11 We have obtained information from the contractor. The
 12 record is such that for block A, Wang Yan House, the
 13 contractor was Kun Shing; B, Ming Wong; C, On Chong and
 14 Wong Wah Tin; and D, E and F blocks, Wang Kin, Wang Tai
 15 and Wang Cheong Houses, Kong Heng Engineering Works;
 16 block G, Wang Shing House, also Wong Wah Tin; Wang Chi
 17 House, block H, On Chong.
 18 Using block A, Wang Yan House, as an example, Kun
 19 Shing started works there around October 2025. Evidence
 20 shows that Kun Shing workers received instruction the
 21 windows of the staircases should be removed. There was
 22 already one on the 15th floor and the instruction was
 23 that there should be such a hatch on every five floors,
 24 namely on the 25th, the 20th, the 10th and the 5th
 25 floor, respectively.

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1 Mr Wong Luen Kuen gave this explanation:
 2 "The hatches are formed by windows removed from
 3 staircases so that it can be an opening for workers, and
 4 for transportation of materials they will remove the
 5 glass, keep the window frame and then foam boards will
 6 be used to cover the windows. They will have a number
 7 lock. Usually, at the start of the morning, the number
 8 lock will be removed and then it will be locked again by
 9 close of play."
 10 So this is the usual practice, to have a hatch on
 11 every fifth floor when the facade has to be worked on.
 12 Other sub-contractors gave similar statements.
 13 Evidence from sub-contractors for G, H and C blocks, the
 14 hatches were already there. The sub-contractors claimed
 15 that the hatches were already there.
 16 As regards block B, Ming Wong followed instruction
 17 from Prestige in using aluminium boards for the hatches.
 18 However, aluminium boards broke quite frequently. As a
 19 result, wooden boards were used, and you can imagine the
 20 issues associated with the use of wooden boards.
 21 Summarising evidence from sub-contractors, they are
 22 of the view that they were either instructed by Prestige
 23 to set up hatches there or they were already there when
 24 they arrived and there should be hatches every five
 25 floors. As we all know, the fire broke out in the

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1 course of works so we have reason to believe that most
 2 of the hatches or doors there, whether they were made of
 3 wood or aluminium, they were all open during the fire,
 4 and that is the main reason for smoke to have entered
 5 the staircases.
 6 Now, if wood was used for the doors, we understand
 7 that a few regulations have been breached. In the 2011
 8 code of practice, 2024 version, by the Buildings
 9 Department, there is stipulation on the fire prevention
 10 properties of construction materials. Clause F5.6 is
 11 relevant.
 12 "When carrying out alteration, additions, renovation
 13 and repair works ...
 14 (a) All means of escape should be maintained at all
 15 times. It should be free from obstruction and
 16 adequately signed and lit.
 17 ...
 18 (d) Alternative measures for ensuring adequate
 19 standard of fire safety should be provided if any means
 20 of escape, fire rated doors or fire barriers etc have to
 21 be temporarily removed."
 22 Evidence from BD pointed out that the use of wooden
 23 boards to replace doors is the direct cause for the
 24 smoke to enter the staircases, and the staircases as
 25 a means of escape is totally ruined.

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1 Then, according to E13.1(a), ceilings and polishings
 2 must have fire prevention characteristics, and evidence
 3 from BD is that within the staircases, the installation
 4 of wooden doors, goes against directly this requirement.
 5 There is also the Building (Construction)
 6 Regulation, Cap 123Q, section 16. To put it simply,
 7 section 16 requires the use of appropriate construction
 8 methods and procedures and appropriate prevention
 9 measures should also be adopted. You can imagine
 10 flammable wooden boards have ruined the function of
 11 means of escape. It is convenient for workers to go in
 12 and out, but then it is not a fire prevention measure
 13 and is unacceptable. The use of opaque wooden boards
 14 would also block natural lighting from the staircases.
 15 You can imagine that in the case of a fire, if there is
 16 no natural lighting or if natural illumination is
 17 blocked, this will again undermine people's evacuation.
 18 So BD's evidence is agreed, that such windows is against
 19 several requirements.
 20 In paragraph 8.5.4, as shown here, BD has made it
 21 very clear in its evidence. I'd like to read this out
 22 for the record:
 23 "BD, as the authority under the BO, is of the view
 24 that, to maintain the functionality of the exit
 25 staircases during the repair works, the staircases must

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1 remain unobstructed and free from any additional
 2 hazards. Furthermore, the integrity of the fire
 3 separation for protected escape routes must be properly
 4 maintained. As such, the installation of combustible
 5 wooden moveable boards providing access to the
 6 scaffolding, which introduces additional hazards to the
 7 exit routes, indicates that the construct methods and
 8 precautionary measures in place may be inappropriate."
 9 So we have to find out who made such instructions
 10 and whose responsibility it was. Was it that of ICU?
 11 Wasn't ICU responsible for monitoring and to ensure that
 12 these measures were reasonable? We have evidence to
 13 show this. To alter the windows of the staircases in
 14 between May and July 2025, some application for minor
 15 works were made to BD and there were two types of
 16 inspections before works start. First, what they call
 17 audit fundamental checks. It's just a desktop
 18 inspection. Documents are reviewed in office to check
 19 whether the documents and photos submitted are in order
 20 and complete, and there is also pre-commencement site
 21 audit check. That is, before works start, officers will
 22 go and check and look at the situation on site to ensure
 23 safety.
 24 ICU admitted that, as far as the application for
 25 minor alterations to the windows of the staircases, they

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<p>1 only did random documentary reviews. They only did an 2 audit check. They did not go for a site check. Since 3 ICU only audit documents in office, they were not aware 4 of the alterations and the consequences. So instead of 5 a window, it was altered to a wooden door. It appears 6 that ICU did not identify the irregularity. 7 For the audit fundamental check, which a desktop 8 check, if you check the document there, you can see that 9 some of the windows were already sealed by wooden 10 boards. We enquired with ICU how come they did not 11 identify the use of wooden boards in those windows shown 12 on the pictures, and ICU told us that they only review 13 the documents. They focused on whether the procedures 14 were in order and also structural calculations. 15 According to a senior maintenance surveyor, Mr Yung 16 Wing Lun, of ICU audit fundamental checks would only 17 ensure the pictures were clear. 18 So, in doing the audit fundamental checks, ICU did 19 not take note of such irregularity. So even though this 20 was against BD's requirement, ICU did not take note of 21 it. And we know that the Labour Department has its role 22 to play. It visited Wang Fuk Court a number of times. 23 From the Labour Department's point of view, they did not 24 address this problem and their explanation was Wang Fuk 25 Court was inhabited, and so staircases is under the</p>	<p>1 So, as said by the Chair, the contractor has his 2 responsibilities. 3 Second, Construction Sites (Safety) Regulation 4 section 54(2), no one should wilfully alter, obstruct or 5 damage the means of escape or fire extinguishers. It is 6 an offence for any contravention under 54(2). 7 Construction Sites (Safety) Regulation for 8 uninhabited buildings, there's no differentiation 9 between buildings inhabited or not inhabited. And there 10 is nothing in the regulation to say that the situation 11 is an exception when the building is occupied. 12 Of course, whether the Labour Department has 13 responsibility or remit to enforce the law, it is 14 something to be explored later. The doors on the 15 staircases is an important aspect when it comes to 16 evacuation. Which department is responsible for 17 approving the application and which department is to 18 assess whether the practice is appropriate, or should we 19 just rely on the contractor himself, this is something 20 for us to explore later. 21 Yesterday and today we have reviewed what's on QR1 22 and we have completed stating the evidence. 23 Now, we will go to QR2. We understand that QR2 is 24 very different from the first. The last one day or two 25 we have explored mainly paragraph 1 of the terms of</p>
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<p>1 ambit of the FSD and the BD, not that of the Labour 2 Department. 3 They claimed that they lack professional knowledge 4 on buildings inhabited. So you can see the evidence 5 here. 6 CHAIRMAN: Some clarification. I've read the documents. 7 Both of BD and ICU stressed that the current mechanism 8 is that in Hong Kong we rely on the contractor concerned 9 to exercise its responsibility, to discharge its 10 responsibilities. 11 MR DAWES: Yes. According to these departments, they have 12 to consider their ambit under their relevant 13 legislation, what should be regulated by them and also 14 the relevant or respective responsibilities of the 15 contractor and government departments. Is this 16 a desirable arrangement and whether there is any 17 systemic issue to rely on self-discipline on the part of 18 the contractor; this is something for the Committee to 19 consider. 20 Now, for the record I'd like to stress a few 21 regulations. First, under Construction Sites (Safety) 22 Regulation, Cap 59I, section 54(1), the contractor 23 responsible should ensure that all means of escape and 24 also fire extinguishers on-site are in good working 25 order and that means of escape should not be obstructed.</p>	<p>1 reference, and that is to focus on the rapid spread and 2 the resulting casualties and property damage of Wang Fuk 3 Court. 4 QR2, we will look at more -- why the issues that are 5 systemic in nature, and the handling of Wang Fuk Court 6 may be a bit different. This is what we suggest. 7 We will use Wang Fuk Court as an example of the 8 widespread systemic issues which exist in Hong Kong, 9 because Wang Fuk Court's fire is our focus here. When 10 we examine the relevant evidence on the appointment of 11 Prestige and Will Power and also whether there are 12 latent risk in the bidding process for corruption. We 13 can see that these issues may also exist in other 14 construction works in Hong Kong. We will explore the 15 tender documents and explore the potential systemic 16 issues in existence. There are terms like "connected 17 interest", "conflict of interest", or so-called 18 "collusion". And also, in the tendering process, are 19 there irregularities, including bid-rigging? 20 For this case, Wang Fuk Court fire, the Committee 21 has already obtained a large amount of evidence 22 concerning part 2 of the terms of reference. What we 23 can disclose at this point is that we have received 24 evidence from directors of Prestige. Mr Hau Kin Wa and 25 Mr Ho Kin Yip have submitted witness testimonies to the</p>

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<p>1 Committee but they refused to attend the Committee in 2 person to give evidence.</p> <p>3 The Committee has also obtained evidence from other 4 personnels, for example, Tai Po South district 5 councillor, Ms Wong Pik Kiu, who has been an advisor to 6 the IO of Wang Fuk Court.</p> <p>7 Concerning point 2 of the terms of reference, it is 8 impossible and inappropriate for the Committee to make 9 conclusion on each of the ongoing construction works in 10 Hong Kong concerning possible collusion or bid-rigging. 11 According to the terms of reference, the task of the 12 Committee is to examine whether there were systemic 13 problems regarding large-scale building maintenance and 14 renovation works in Hong Kong. They do not have to make 15 a conclusion on each case. This is impossible to do.</p> <p>16 Besides the terms of reference for the Committee, 17 that includes irregularities or corruption and 18 bid-rigging in Wang Fuk Court, these are not just the 19 remit of the Committee, it is also the remit of law 20 enforcement agencies. In fact, some individuals have 21 been arrested concerning the case and, as we have 22 mentioned, civil and criminal courts have their own 23 roles to play in the future. So this Committee studies 24 the systemic issues revealed by the Wang Fuk Court fire. 25 Wang Fuk Court serves as a strong example</p>	<p>1 competition behaviours, for example, price-fixing and 2 market-sharing. The Committee will study how widespread 3 these issues are and what are some effective measures to 4 combat these irregularities in the context of 5 large-scale building maintenance.</p> <p>6 Now coming back to Wang Fuk Court, what do we see in 7 the fire. As mentioned yesterday, we need to go far 8 back to 10 June 2016. Under the MBIS, the Mandatory 9 Building Inspection Scheme, the Buildings Department had 10 statutory notices are issued to all eight blocks of 11 Wang Fuk Court. When a building has reached 30 years of 12 age, property owners have to engage professionals to 13 inspect the common parts of the building and the facade 14 to identify any potential structural defects and rectify 15 them.</p> <p>16 On 2 February 2018, the IO applied for the Smart 17 Tender scheme under the URA. That's a digital platform 18 to offer assistance to property owners in order to 19 protect property owners from bid-rigging in the 20 tendering process. As part of the function of the Smart 21 Tender, the URA assigned an independent consultant to 22 the IO, that's Fubong Surveyors Ltd, to support the IO.</p> <p>23 There is another important role. The IO has to 24 engage a registered inspector, or RI, to conduct the 25 examination required under MBIS.</p>
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<p>1 highlighting these systemic issues.</p> <p>2 Now, the Committee has mentioned that forms would be 3 distributed to the public to invite public opinions on 4 the relevant terms of reference, in particular about 5 point 2, systemic issues in existence in Hong Kong. In 6 this regard we have received a large volume of 7 information from the law enforcement agencies, including 8 Competition Commission and ICAC. They have given a lot 9 of information concerning the systemic issues in 10 relation to the large-scale building maintenance 11 industry.</p> <p>12 So this is not a new issue. The two organisations 13 have long gathered a lot of information concerning these 14 issues.</p> <p>15 Now, I think it is an opportune time to repeat some 16 points mentioned by the Competition Commission. 17 According to the market study conducted by the 18 Competition Commission, indeed there is in existence 19 a widespread and systemic collusion between certain 20 contractors which affect the tendering result. Second, 21 this practice sometimes, I emphasise "sometimes", would 22 be influenced by advisors to incorporated owners. So 23 consultants' or advisors' role is important.</p> <p>24 Three, the practice is not limited to the so-called 25 bid-rigging process. It also exists in other and the</p>	<p>1 On 3 September 2018, there was an open tender to 2 invite bids from contractors. As I've mentioned 3 yesterday, 24 tenders were received. Now, this is the 4 quotation price given by the URA. We have circled the 5 quotation price given by Will Power. The quotation 6 price is the sixth lowest: HK\$222,000 for inspection of 7 all eight blocks of buildings.</p> <p>8 Chairman, you may have noticed that despite the 9 quotation price subject to the prevailing market price 10 and other factors, as reported by the media, the 11 quotation price of \$222,000 is lower than the market 12 prevailing price. Will Power's quotation is much lower 13 than the prevailing market price, that is \$500,000, as 14 shown on the table. There's also evidence showing that 15 the quotation price of \$222,000 was initially set at 16 \$240,000. Later it was reduced to \$222,000. There's no 17 evidence showing that the IO has asked for a lower bid, 18 so there's question as to why the initial bidding price 19 was reduced to \$222,000. Evidence has yet to be heard.</p> <p>20 On 25 January, the IO voted to engage Will Power 21 Architects as the RI for the project. According to the 22 minutes of the same day, most property owners supported 23 Will Power. There were 2,999 votes, accounting for 24 67.57 per cent. The second most popular contractor, Far 25 East, only got 342 votes, that's 7.7 per cent.</p>

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1 It's worth noting that the quotation price given by
 2 Will Power was actually higher than Far East. Far
 3 East's bidding price was \$188,000. By the end of 2019,
 4 in December, after the examination was completed, Will
 5 Power submitted the inspection report to the ICU and
 6 also the form MBI3 to notify the ICU of all the parts
 7 requiring repair.
 8 The next step would be to engage an architect to
 9 supervise the entire repair work. In January 2020, that
 10 is one month later, the IO put up a tender notice to
 11 engage a consultant. 35 tender documents were received.
 12 Let's look at the URA's record again. These are in
 13 small print, but I can tell you that Will Power's
 14 bidding price is the eleventh lowest; it's \$308,000.
 15 Also, we are aware that the media has reported that such
 16 a bidding price is much lower than the market price. It
 17 is something we will explore later on.
 18 If you look at the column in the middle, the average
 19 bidding price is around \$550,000.
 20 Next, let's look at the summary of the tender. The
 21 breakdown of the bidding price of \$308,000. \$248,000 is
 22 the cost for consultancy work on the MBIS project;
 23 \$28,000 for handling the tender documents; \$40,000,
 24 there are different breakdowns.
 25 So, concerning the MBIS project, putting together

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1 all the days, all the working days, the \$248,000 would
 2 be spent on 149 days' work. On average, each day's work
 3 is \$20,000.
 4 Will Power has given an account on why the bidding
 5 price was so low. On 28 February 2020, it sent a letter
 6 to the IO. Will Power said that because of the previous
 7 experience of MBIS projects in Wang Fuk Court, they
 8 understand the situation of Wang Fuk Court clearly.
 9 That's why the price can be lowered.
 10 On 11 November 2021, an EGM was convened by the IO.
 11 Will Power was engaged as the consultant. On
 12 22 December, a contract was signed.
 13 According to these evidence, there are two points
 14 the committee should pay attention to. First, in the
 15 first phase of the MBIS, as the RI, did Will Power win
 16 the bid with a reasonable bidding price? Subsequently,
 17 Will Power has won the bid for the second stage
 18 consultancy work with a price lower than the market
 19 price.
 20 Now, after being appointed as the consultant, Will
 21 Power had to establish the bidding rules and assess each
 22 bidding contractor and supervise the contractor's work.
 23 In theory, residents of Wang Fuk Court had to rely on
 24 the expertise of Will Power to supervise the work and,
 25 normally speaking, residents do not possess the

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1 expertise to supervise the contractor's work.
 2 So at this stage, more and more residents of
 3 Wang Fuk Court raised complaints concerning the
 4 tendering process. Evidence shows that some complaints
 5 concerned possible irregularities.
 6 Starting from the tendering process of contractors,
 7 as I've mentioned, Wang Fuk Court has joined the Smart
 8 Tender scheme of the URA. According to the URA, they
 9 only played a facilitator's role in the tendering
 10 process. They provided the digital tendering platform
 11 to prevent alteration to tendering documents, and also
 12 Fubong Surveyors Ltd was engaged to provide basic
 13 technical support to the IO.
 14 In May 2023, on the digital platform, the URA has
 15 provided three possible solutions to tendering:
 16 option 1, repairing the facade tiles with the brand AK;
 17 option 2, repairing the towers under the SKK brand;
 18 option 3, re-doing the facade and tiling work. So there
 19 are three options.
 20 On 5 July 2023, a URA officer has monitored the
 21 check issuance process. There were 57 contractors and
 22 then the tender documents were given to Will Power for
 23 analysis. In September, Will Power submitted the
 24 analysis report to the URA and the IO.
 25 First of all, the analysis report was drafted by

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1 Mr Wilson Ng, who was the only registered personnel or
 2 qualified personnel under Will Power.
 3 Now, this is very important in our context.
 4 Subsequent evidence shows that in the MBIS project at
 5 Wang Fuk Court, it is possible that Mr Ng has not
 6 delivered any duties as a registered inspector or RI and
 7 it seems that he was just a rubberstamp character; he
 8 just signed off every document put in front of him.
 9 Now, the Committee may be aware that there are media
 10 reports that there are suspicions concerning pages 4
 11 to 5 of the analysis report. Among the 57 companies
 12 specified, some of them are affiliated with the company
 13 which has been awarded the contract.
 14 This is a flowchart we have prepared showing the
 15 relationship of the companies.
 16 Chairman and members, I'd like to draw your
 17 attention to Mega Praise Construction & Engineering Ltd
 18 on the top-right corner of the screen. It was formerly
 19 Prestige Engineering Co Ltd. It was similar to Prestige
 20 with the exception of the character "International". At
 21 that time, Mr Lam injected funds into the company.
 22 According to the Companies Registry, what is the address
 23 of Mr Lam? First of all, Ms Cheung Yin Kam, that is the
 24 shareholder of Prestige, and the major shareholder
 25 Mr Hau Wa Kin's wife, Ms Cheung Yin Kam. Secondly

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<p>1 Ms Cheung Yin Kam held the property of another company. 2 The registered office of Mega Praise Construction & 3 Engineering Ltd was actually under the name of Ms Cheung 4 Yin Kam. 5 I'd like to draw your attention to the fourth one 6 from the top, that is Man Sing General Contractors Ltd. 7 The major shareholder of this company, Mr Richie Tam 8 Chee Man, in September 2018 co-founded with Mr Hau Wa 9 Kin with Rich Surplus Development Ltd. That is the grey 10 box in the middle of the screen. 11 Mr Tam and Mr Hau held 50 per cent of the shares of 12 Rich Surplus Development Ltd respectively. Rich Surplus 13 and Man Sing General Contractors Ltd shared the same 14 registered address, whereas the minor shareholder, 15 Mr Wong Siu Hung, founded another company, called Chak 16 Fung Construction Co Ltd. The name of the company isn't 17 on the screen, but I can illustrate the links between 18 this company and the other companies on the screen. One 19 of the shareholders is Ms Cheung Yin Kam, that is 20 Mrs Hau. 21 Next I'd like to draw your attention to another 22 company, Widely Construction & Engineering Ltd, the 23 second company from the top. One of the shareholders of 24 this company is Mr Leung Ping Yiu. In around 2005 25 Mr Leung was one of the shareholders of Prestige. He</p>	<p>1 he was a -- Mr Leung had been a director of Widely 2 Construction & Engineering Ltd and then, after he had 3 left the company, this company had become a competitor 4 of Mr Hau's company. Is this evidence convincing? 5 Widely Construction & Engineering Ltd took part in the 6 project of On Kay Court. Was there any duplication or 7 overlapping of roles? Any conflict of interest? We 8 need to look into this matter. 9 According to a report of HK01, on 30 November 2025, 10 Widely Construction & Engineering Ltd conducted a safety 11 nets test on the spot. The aim was to allay the 12 concerns of the residents of On Kay Court. However, 13 some of the safety nets burned for as long as one minute 14 30 seconds. In other words, consequently, the findings 15 did not allay the concerns of residents. Instead, the 16 results made residence of On Kay Court even more 17 concerned. Did Prestige deal with the problem of fire 18 retardation materials appropriately? Did they play 19 their role appropriately? 20 After we had written to Mr Hau, we found Mr Hau 21 seemed to be affiliated with another two companies. The 22 first company is San Hoi Ming Construction Engineering 23 Co Ltd, as you can see the one on the bottom right 24 corner. 25 Mr Li Chik Hoi was a director of San Hoi Ming</p>
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<p>1 was a shareholder or he had been a shareholder for four 2 years of both Widely Construction & Engineering Ltd and 3 Prestige Construction & Engineering Co Ltd. 4 After we identified these links, we wrote a letter 5 to Mr Hau Wa Kin. We requested Mr Hau to explain the 6 links between these companies and Prestige. 7 On 2 March this year, Mr Hau submitted submissions 8 to the Independent Committee. He explained in 9 paragraph 27, first of all regarding Mega Praise, 10 between Mega Praise and himself, they were tenants. 11 Well, he didn't explain how Mega Praise became a tenant 12 of Mr Hau. If Mega Praise was a tenant of Mr Hau and if 13 it was at the same time a successful bidder of the 14 project, was it simply a coincidence? We didn't 15 identify any information that could explain the 16 situation. 17 Let us take a look at paragraph 28. Mr Hau said the 18 shareholder of Man Sing General Contractors Ltd, Mr Tam, 19 was once his employer. Then they parted ways and they 20 founded companies on their own, separately. But he did 21 not explain why they co-founded another company. 22 Regarding the links between Mr Wong Siu Hung and his 23 wife, his wife was actually an investor of the company 24 mentioned just now. 25 Let's focus on paragraph 26. Between 2005 and 2014,</p>	<p>1 Construction Engineering Co Ltd and had been 2 a shareholder and a director of another company, that is 3 Blazing Edge Ltd. The other company is Sunarts 4 (Holdings) Engineering Ltd, the one on the bottom 5 right-hand corner. A shareholder and a director of this 6 company, Mr Choi Man Ming had been a shareholder and 7 director together with Mr Hau Wa Kin at 8 Blazing Edge Ltd. 9 From the evidence we have, it seems that Mr Hau has 10 been affiliated with five companies involved, and they 11 are Mega Praise, Widely Construction & Engineering 12 Co Ltd, Man Sing General Contractors, San Hoi Ming and 13 Sunarts. 14 We have consolidated the information and evidence 15 provided by them. This is the tender analysis report 16 showing the price and background. You can see the 17 ratings on the screen. Among these six companies, three 18 of the companies were listed as second choice, whereas 19 one company, that is Prestige, was ranked the first 20 choice. 21 It is plain for us to see that, in the process of 22 tendering, we fail to see any disclosure of the 23 affiliation among these five companies. The persons 24 concerned did not disclose the relationships between -- 25 among these companies. Of course, they might be able to</p>

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1 provide an explanation, but given the current evidence
 2 we have, the situation is worrying.
 3 Before we retire for our lunch break, Chairman, I
 4 would like to explore another area, that is an issue
 5 that has been widely reported.
 6 CHAIRMAN: Mr Dawes, just one company first choice? What
 7 about second choice, three companies?
 8 MR DAWES: Well, eight companies. In other words, another
 9 five companies were listed as second choice. They seem
 10 to have no affiliation with these companies.
 11 Chairman, I'd like to explore another issue.
 12 Will Power selected a total of 14 contractors to conduct
 13 interviews with. The selection processes and results
 14 were given to residents for decision. It was based on
 15 the analyses and ratings provided by Will Power. Based
 16 on the evidence we have, residents were probably misled.
 17 Let us take a look at the analysis report. The
 18 rating was based on two aspects: one, company
 19 background, there was a company analysis; and, two,
 20 price analysis. That is the analysis of the tender
 21 price.
 22 I'd like to draw your attention to background
 23 analysis. This is page 16 of the report. As we can
 24 see, Prestige did not have any legal proceedings, or it
 25 had not had any legal proceedings for the preceding

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1 eight years. That was why this company got full scores.
 2 Let us take a look at another page, page 14. Please
 3 turn to page 14. We have already put it up on the
 4 screen. Three points were given to companies which had
 5 no litigation record. If a company had no litigation
 6 record, a company would be awarded three points.
 7 Whereas, for the other three points, it was a
 8 certification issued by a practicing solicitor proving
 9 the fact that there had not been any litigation record
 10 in the recent two years.
 11 For the other three points, it was a financial proof
 12 signed off by an auditor in a financial report. The
 13 financial report had to be signed off by an auditor
 14 within three years, whereas the financial proof had to
 15 be issued by a bank within six months.
 16 In background analysis, Will Power had 20 points,
 17 six of which came from the absence of litigation record.
 18 This made it the first choice and the only company that
 19 was rated B. No company was ranked A. Just this
 20 company Prestige was awarded rating B. This seems to be
 21 not in line with what we know. Will Power claimed that
 22 it had not had any litigation record, but as we can see,
 23 between from 2017 and 2023, there were 24 times of
 24 breaching safety ordinances and occupational health
 25 ordinances, for example, failing to prevent construction

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1 workers from falling from height or the inability to
 2 ensure construction workers had put on a safety helmet.
 3 On the screen are some pieces of evidence we have
 4 found. In August 2023, that is one month before the
 5 submission of report by Will Power, the disciplinary
 6 Committee of the Buildings Department ruled that the
 7 company had violated ordinances in relation to
 8 construction works. The company was fined \$50,000. In
 9 four months' time it was banned from taking on any minor
 10 works.
 11 This information could be found on the website of
 12 the Buildings Department and the relevant date was
 13 recorded on 11 August 2023.
 14 CHAIRMAN: Have you conducted any analyses, criminal
 15 litigation or civil litigation? Does the point only
 16 cover criminal litigation or does it cover civil
 17 litigation as well?
 18 MR DAWES: First of all, as you can see, these are
 19 convictions, which means they are criminal record. They
 20 were criminal litigations.
 21 Chairman and members, I believe you probably have
 22 identified the relevant matters. Prestige would have
 23 six points deducted if they had disclosed the litigation
 24 records. They would have only gotten 14 points, despite
 25 the fact that the rating would still be A.

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1 Prestige wasn't the only company that had an A
 2 rating. Other companies also had A ratings, which means
 3 this had an impact on whether this company should be
 4 awarded with the tender.
 5 The problem didn't just stop here. Before
 6 Will Power released a report, the conviction records of
 7 Prestige seemed to have been altered. According to the
 8 information provided by the police, someone named
 9 Mr Hung Sai Kit, who was a project manager of
 10 Will Power, he was responsible for drafting the report.
 11 In his witness statement he set out the following:
 12 "In the middle of 2023 he finished the tender
 13 analysis of Wang Fuk Court. The information was then
 14 given to Mr Wong Hap Yin. Afterwards, in August 2023,
 15 Mr Wong Hap Yin returned the analysis to me for
 16 verification. I was also asked to check whether the
 17 pagination was correct. I found that the analysis table
 18 was different from the one that I submitted earlier on.
 19 For instance, regarding Prestige legal litigations,
 20 there was no point when I submitted it. But after I had
 21 got it back, there was a point. The details of the
 22 litigation were deleted. The unfavourable news
 23 concerning the company was also removed. That's why in
 24 the end the rating of Prestige was changed from no
 25 rating to the first choice. I asked Mr Wong Hap Yin but

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<p>1 then he asked me to disregard it and he asked me to 2 continue with using the latest version. This means 3 Mr Wong Hap Yin probably had altered the relevant 4 litigation records." 5 So you can imagine the situation back then was 6 really incredible because the information altered or 7 deleted were obtained from open information. If what 8 Mr Hung is saying is true, it means such information was 9 deleted and there was a deliberate attempt to conceal 10 the information. 11 After receiving the report from Will Power, there 12 was no checking of information from the gazette or 13 Buildings Department. There was no enquiry on the 14 conviction records of Prestige, so the URA's practice 15 was to accept the letter issued by the law firm. So ICU 16 just accepted the letter. But as far as the letter from 17 the law firm was concerned, we have letter issued by 18 Pansy Leung Tang & Chua on Prestige. 19 Here it says: 20 "With reference to our search result, we write to 21 confirm the captioned company has no record of having 22 been sued by owners' corporation and management company 23 in the past seven years." 24 So the wording was very, very cautious. The letter 25 confirmed that in the past seven years there was no</p>	<p>1 and 3, we have amended the figures. They shouldn't be 2 the same. There was a typo. I hope no inconvenience 3 was caused. But that doesn't affect our point. 4 In early 2024 the IO convened an EGM to conduct 5 a vote on the maintenance project. There were quite 6 a lot of controversies concerning that vote. First of 7 all, the EGM was attended by 293 participants, including 8 attendees in person and attendees via proxy. But there 9 were 570 votes in the end. Residents raised concerns on 10 the issue of proxies. There are some complaints as 11 shown on the screen. A resident indicated that they had 12 not authorised anyone to vote on their behalf but, at 13 the end, there was a proxy representing them. Another 14 issue is that in another EGM convened in September the 15 same year, some residents complained that a district 16 councillor had approached them in the name of applying 17 for subsidies for them but in fact they were canvassing 18 proxies. These were some complaints lodged by 19 residents. 20 Some other residents raised concerns about the 21 analysis report compiled by Will Power concerning the 22 lack of conviction record of Prestige. For example, 23 there was an email sent to the Buildings Department from 24 resident. The email says that the writer is a property 25 owner of Wang Fuk Court and they have found some issues</p>
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<p>1 record of Prestige having been sued by owners' 2 corporation and management company. The scope was very 3 limited. There was no mention of sanctions by the BD or 4 the Labour Department in this letter. 5 Later we will hear the position of URA. Its 6 position is just an agent of the tendering exercise. 7 There is no responsibility for it to verify the accuracy 8 of information submitted by tenderers. Nevertheless, 9 the fact that the consultant has not disclosed the 10 criminal or conviction records of the tenderers is 11 alarming, and whether this is happening in other 12 projects is also a question to consider. 13 Chair and members, I will now move on to another 14 topic. Can we break early for lunch at this point? 15 I think I am progressing faster than expected. I will 16 be able to finish this afternoon. 17 CHAIRMAN: We will retire until 2.15 pm. 18 (12.43 pm) 19 (The luncheon adjournment) 20 (2.15 pm) 21 CHAIRMAN: Please continue, Mr Victor Dawes. 22 MR DAWES: Chairman, before I resume my submission, 23 concerning the residents' response to the project back 24 in 2024, I would like to show a photo which I have shown 25 before lunch. That's the quotation prices. Entries 2</p>	<p>1 about this company. Before the EGM, some residents 2 discussed the background information of Prestige online 3 and it was found that the licence expiry date of 4 Prestige, and also there was a conviction record on 5 Buildings Department's website which caused concern that 6 Prestige's licence may not be renewed. 7 These issues are worth our attention. Some 8 residents asked why the IO had to explain the lack of 9 conviction record of Prestige and there was concern 10 whether the participants in the EGM were made aware of 11 the conviction record of Prestige. Why weren't these 12 records produced to the participants? 13 During the meeting, many residents complained that 14 there was a lack of a Q&A session; they could not ask 15 questions at all. Some residents pointed out that the 16 famous bid-rigging case which caused a stir in 17 Hong Kong, that is the Garden Vista bid-rigging case, 18 Prestige was a bidder in that case. The quotation and 19 the bidding price given by Prestige was exactly the same 20 as another company in the Garden Vista case. The 21 residents questioned why these were not mentioned in the 22 analysis report at all. 23 Despite controversies, the vote was still conducted 24 and the proposal was passed at a rate of 80.5 per cent; 25 that is proposal 3, removing the external wall and</p>

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<p>1 paving new mosaic tiles. 54.79 per cent voted in favour 2 of Prestige and the total amount was \$330 million. The 3 complaint didn't stop at the discussion among owners. 4 They also made complaints to the government departments. 5 I'm putting up one of the complaint emails on the 6 screen. The Buildings Department pointed out Wang Fuk 7 Court was -- originally, Wang Fuk Court was a public 8 housing estate, it was within the remit of the ICU. So 9 the Buildings Department said that it was not within 10 their remit. This is the email dated 11 March. 11 The relevant complaint wasn't just about the 12 Buildings Department. The district office also received 13 the relevant complaints about false proxies and illegal 14 tenders. The case was referred to the Urban Renewal 15 Authority, the Competition Commission, as well as the 16 management committee of Wang Fuk Court. That said, the 17 relevant complaints, as you may be aware, in these 18 complaints the management committee of Wang Fuk Court 19 was actually one of the parties being complained 20 against. Legal advice was sought. 21 What you can see right now is on 18 March there was 22 another complaint referred to the Buildings Department. 23 "This office received a complaint against the 24 registration and performance of a general building 25 contractor and specialist contractor.</p>	<p>1 within 14 days. Residents wrote to the Home Affairs 2 Department requesting their assistance and intervention. 3 In accordance with section 40A of the Property 4 Management Services Ordinance the HAD has the authority 5 to step in a building for which management was not 6 effective. 7 However, at that time the HAD failed to exercise 8 such authority. The reason they put forward was that 9 section 40A was a last resort, according to them. 10 At that time, the explanation they gave was that the 11 property management company and the Commission were 12 still able to provide basic estimate information to the 13 HAD. The Tai Po office under the HAD wrote a total of 14 four advisory letters to Mr Tang Kwok Kuen reminding 15 them of the responsibility that they needed to 16 discharge. 17 Chairman and members, with the controversies we can 18 see right now, the relevant works were signed off by 19 Mr Tang on 16 April 2024. What followed was that in 20 early June 2024 the management committee issued a notice 21 on payment arrangements requesting owners to, first of 22 all, pay an advance payment of \$170,000 to \$180,000. 23 Many owners expressed discontent. They also requested 24 to hold a general meeting on 5 July, requesting the 25 election of a new management committee. Despite this,</p>
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<p>1 Please refer to the preceding self-explanatory email 2 for more information. As the subject issue may fall 3 with the jurisdiction of Buildings Department and 4 Independent Checking Unit, it is referred for your 5 follow-up action with respective statutory 6 ordinance/guideline. Please reply directly to the 7 complainant." 8 On 16 February 2024, the Home Affairs Department 9 replied to a complainant expressing concern but then the 10 complainant was told to relate the issue to the owners' 11 corporation. 12 On 23 January 2024 up to 8 April, the Urban Renewal 13 Authority has received a total of seven emails 14 expressing concern over Wang Fuk Court in relation to 15 construction works and management. However, none of 16 these emails was replied to. The URA believed that the 17 management of the buildings and ensuring the quality of 18 the construction works were not within their remit. 19 The relevant complaints were not attended to by the 20 government, so in February 2024, over 5 per cent of the 21 ownership titles of Wang Fuk Court requested the conduct 22 of an extraordinary general meeting among owners. They 23 wanted to overturn the construction contract totalling 24 \$330 million. However, the chairman at that time, 25 Mr Tang Kwok Kuen refused to hold a general meeting</p>	<p>1 Mr Tang once again did not pay heed to this demand. 2 No meeting was convened 14 days following that. 3 Against this backdrop, the HAD received plenty of 4 complaints. They still sent advisory letters to 5 Mr Tang. 6 Between June and September 2024, the Tai Po district 7 office received 19 written complaints which had to do 8 with meeting procedures as well as proxy votes in 9 relation to construction scope. 10 On 16 July 2024, works commenced officially. At 11 that time, there were mounting complaints which involved 12 dissatisfaction over payment arrangements, and, without 13 noticing owners, Prestige changed mosaic tiles to other 14 type of tiles. The OC was then requested to make 15 additional payment. 16 According to Will Power, these were additional 17 works, but in the opinions of owners, they should have 18 been included in the basic works. In the end, that was 19 withdrawn. 20 When witnesses testify in the future during the 21 hearings, we're going to go over some of the complaints. 22 Many residents think that Will Power is the consultant 23 of the works and they should be safeguarding the 24 interests and rights of residents. However, residents 25 thought that Will Power was actually biased in favour of</p>

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<p>1 Prestige.</p> <p>2 All these reveal a glaring view, that is what</p> <p>3 Will Power had been doing was problematic.</p> <p>4 There were many issues. First of all, in the</p> <p>5 form MBI1 submitted to the ICU, Mr Wilson Ng was the RI,</p> <p>6 registered inspector, of Wang Fuk Court. In</p> <p>7 December 2023, Mr Ng was a shareholder of Will Power.</p> <p>8 He was the only RI, so Mr Ng was responsible for</p> <p>9 monitoring the works of Wang Fuk Court. This shows how</p> <p>10 important his role was.</p> <p>11 Therefore, based on the work of Mr Wilson Ng,</p> <p>12 considering plenty complaints submitted by owners,</p> <p>13 residents had a question in their mind. In light of the</p> <p>14 materials used in the construction works, some people</p> <p>15 doubted how Mr Ng monitored the work or supervised the</p> <p>16 work of Wang Fuk Court. The police seized the mobile</p> <p>17 phone of Mr Wilson Ng and had access to WhatsApp chats</p> <p>18 on the phone of Mr Ng. Here I'd like to draw your</p> <p>19 attention to some of the records. Let us take a look at</p> <p>20 them to see how he was invited to take part in some of</p> <p>21 the work.</p> <p>22 Right here I'm going to go over these WhatsApps</p> <p>23 briefly. These WhatsApp conversations were written by</p> <p>24 Mr Wilson Ng to his full-time employer. What did he</p> <p>25 say? He explained why he would take on the freelance</p>	<p>1 Despite a lack of written contract, in the end, he</p> <p>2 received a total of 190,000.</p> <p>3 Mr Ng also said he wasn't related to the MBIS or the</p> <p>4 work of the MBIS, including the project at Wang Fuk</p> <p>5 Court. Then he said he failed to declare the</p> <p>6 relationship and that might have impacted on his</p> <p>7 company. He apologised to his then employer. He told</p> <p>8 his employer that he did receive remuneration from</p> <p>9 Will Power. In name, he was an RI. But, according to</p> <p>10 the description provided by Mr Ng to his employer, he</p> <p>11 was just a rubberstamp.</p> <p>12 At that time, Mr Wilson Ng was the only RI for</p> <p>13 Wang Fuk Court and for Will Power. What he said was of</p> <p>14 course worrying. If what he said is true, in accordance</p> <p>15 with the law, he probably has never fulfilled the</p> <p>16 responsibilities as an RI.</p> <p>17 Now we'd like to show you a conversation between</p> <p>18 a middleman and Mr Ng in November 2025. The contents</p> <p>19 were about the arrangements regarding the freelance</p> <p>20 work.</p> <p>21 (Video played)</p> <p>22 VIDEO RECORDING: Yes. The day before yesterday, big bosses</p> <p>23 contacted us. They wanted to reduce the price. They</p> <p>24 asked whether 150,000 was okay and I was taken aback.</p> <p>25 Anyway, I still talked to my friend. I talked to those</p>
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<p>1 work. It has come to our attention the messages were</p> <p>2 sent by someone named W Ng, who we believe to be</p> <p>3 Mr Wilson Ng, and these messages were sent by another</p> <p>4 phone of Mr Wilson Ng. As we understand, before</p> <p>5 March 2019, Mr Wilson Ng had been fully employed by</p> <p>6 Swire Properties. And when this case happened, he was</p> <p>7 still an employee of this company. He wanted to make</p> <p>8 a submission regarding the serious blaze in Wang Fuk</p> <p>9 Court.</p> <p>10 First of all, he admitted that based on the MBIS of</p> <p>11 Wang Fuk Court, that is MBI1 form of the construction</p> <p>12 works, it shows that he was appointed as the RI at that</p> <p>13 time. However, at the same time, he said he cast doubt</p> <p>14 on the legality of the signature on the form. He wasn't</p> <p>15 sure when the signature was put on there and how it was</p> <p>16 signed. Does it mean he was employing someone had</p> <p>17 signed the form on behalf of him, someone had falsified</p> <p>18 his signature? However, he admitted that there were</p> <p>19 links between the companies and him.</p> <p>20 When the former RI passed away, one of the</p> <p>21 shareholders of Will Power contacted him. He was</p> <p>22 invited to assume the role of RI on a freelance basis,</p> <p>23 and every month he received \$15,000. And that was the</p> <p>24 remuneration of exercising the inspections. Upon the</p> <p>25 completion of the works, he would receive bonuses.</p>	<p>1 working there. The reduction was quite significant.</p> <p>2 Could the scope be reduced? They said, actually, IDC</p> <p>3 just went through the motion. They just signed the</p> <p>4 graphs, they just certified the graphs submitted. There</p> <p>5 was a chance at the stage of OP they would have to come</p> <p>6 to the site for inspection, just to go through the</p> <p>7 motions anyway. They need to check if there was</p> <p>8 anything, any hiccup, so probably they would have to go</p> <p>9 through this process anyway.</p> <p>10 I think 150,000 is still a very small amount. If</p> <p>11 I were you, I would bargain. The original amount was</p> <p>12 \$450,000, so they are going to reduce it to 150,000.</p> <p>13 I believe you should talk to them again. If you do not</p> <p>14 want to carry on, so be it. The amount is really so</p> <p>15 low. Or you can decide if you want to go ahead with</p> <p>16 that and take that amount of money. You can give it</p> <p>17 some thought.</p> <p>18 MR DAWES: The conversation just now was about the work</p> <p>19 arrangement between the middleman and Mr Wilson Ng, just</p> <p>20 signing the documents, just to allow the administration</p> <p>21 to go through the motions. Mr Ng said that he was</p> <p>22 interested but the price was an issue.</p> <p>23 (Video played)</p> <p>24 VIDEO RECORDING: I've talked to them, how about 180,000,</p> <p>25 but under an individual's name. They said that's fine,</p>

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<p>1 but then they have to talk with the big bosses again 2 about the price. So this is what had happened in the 3 last two days. 4 Well, it's almost complete. They're asking you 5 whether you mind signing some backdated documents, some 6 design drawings were supposed to be confirmed two years 7 ago. Somehow, there was an omission. Then they're 8 asking whether you mind signing or dating back those 9 documents, signing on the plans. If you don't mind, 10 they say that the chances are high. I have to seek your 11 view first. And they are further cutting up the job so 12 that our bosses can sign the admin papers, and plans 13 have to be signed by AP, RSE. So we are waiting further 14 news from you. Thank you. 15 Don't know yet. Don't know yet. I'm talking with 16 them. I've already replied to them that you were okay 17 with signing backdated documents. 18 Last time they said that a quotation could be 19 submitted under your name. It's okay for you to leave 20 other companies out of it. 21 50 per cent chance. Because I could not get 22 a confirmation from them yesterday. I asked when 23 they could confirm and they told me that they had 24 received quotations from a few APs. Some APs were not 25 willing to sign backdated documents and they asked if my</p>	<p>1 will be responsible for monitoring such works? 2 Now we would to move on to the next piece of 3 evidence between Mr Ng and Mr Wong Hap Yin. 4 There is dialogue concerning certain projects. 5 (Video played) 6 VIDEO RECORDING: Wilson, I'd like to report this to you. 7 The Tai Po project, some air-con platforms were being 8 renovated or refurbished and the mosaic tiles were 9 removed and in the process, it's found that some A/C 10 platforms deviated very much from the original design. 11 There was one part missing. There was about 100 metres 12 without any concrete, or rather steel. They're relying 13 on concrete for support, so we will have to apply 14 plaster again and then add mosaic tiles. Now, it's 15 impossible for us to apply 100 plaster, so either we 16 shorten it. Even if we report it, we're only talking 17 about 20 to 30. It would be shorter than the original 18 design. So this is one option. Another option is to 19 remove them altogether. We have to submit application, 20 right? Or can I regard it as minor works? Some say 21 that if we remove them, then we have to submit plans or 22 we can regard it as a minor works project. There are 23 grey areas here. And the third thing is about remedial 24 works. We have to plant steel bars again. We saw it is 25 common among those platforms, so can we regard them as</p>
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<p>1 friend would do it. I promised to ascertain from you 2 and of course they said that the economy was bad and APs 3 were very competitive. I don't know whether that's true 4 or not. So think about it, and I will let you know if 5 there is any good news. 6 MR DAWES: By this time, I believe you already understand 7 why we have chosen these recordings. So this middleman 8 did not just ask him to sign backdated documents. That 9 is to sign -- to date back documents. And it was also 10 mentioned that Mr Ng was not the only one interested, 11 though we don't know whether that's true or not, that 12 other APs were interested in this project. As I said, 13 Wang Fuk Court is just an example and it is for the 14 Committee to examine whether this is a common practice 15 in the industry. So this is just an example. 16 CHAIRMAN: Can you please clarify? If such accusations are 17 substantiated, it may mean that the RI did not do his 18 job and it was a practice of the industry but it has 19 nothing to do with bid-rigging or malpractice. 20 MR DAWES: This is not direct evidence to substantiate that 21 there was bid-rigging. The contention is whether the RI 22 did discharge his responsibilities. For this project 23 and similar projects, what was the actual scope of work 24 and also job specifications? This is actually a very 25 dangerous situation. If RIs had just rubberstamped, who</p>	<p>1 structural elements under minor works, or do we have to 2 submit proper plans? 3 One more point. We have verbally notified ICU. We 4 will inform them in writing. 5 If we remove them all we will not re-do it and then 6 we just seal off. 7 Option 3 is a bit troublesome to replant steel bars. 8 However, it is the most cost-effective way. The seal 9 will still be there and it's more cost-effective than 10 other options. 11 All three options do not require any submission of 12 plans for M&A. 13 Wilson, this is our letter to ICU to inform of the 14 situation for your information. 15 MR DAWES: There are a few supplements to make. Firstly, it 16 is not really as claimed by Mr Ng and his employer that 17 he was totally uninvolved. In fact, he had back and 18 forth correspondence with Mr Wong Hap Yin. It's just 19 that we do not have evidence of any other correspondence 20 involving his work at Wang Fuk Court. In other words, 21 whether he had discharged his responsibilities is a big 22 question. From the limited evidence we have, our 23 conclusion is the answer is obvious. 24 And then right to the very end you can see deposit 25 slips into banks and there is no more information</p>

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<p>1 concerning the project to be found. The Committee has 2 to understand how Mr Ng has come to take on work related 3 to this at Wang Fuk Court. he came to be aware of this 4 work through Mr Hung Kwok Wai. It appears that Mr Hung 5 Kwok Wai has close association with Will Power. We have 6 WhatsApp messages seized by the police stating that 7 Mr Hung was the one to propose such freelance job to 8 Mr Ng. 9 Please note the first column. And the middle. 10 There was mention of a monthly salary, including signing 11 off of the company and the URA, signing forms to the BD, 12 inspection report and also extensions from the balcony 13 and plans design, et cetera. 14 In reading these messages, we have to ascertain 15 whether he was only responsible for signing forms, and 16 when extra inspection was required, extra pay would be 17 given to him. We have also examined Mr Wilson Ng as an 18 RI and relevant records. From these WhatsApp, we can 19 see that, whether we're talking about full-time or 20 freelance job, it was not that he would be responsible 21 for the whole job, he would only be informed in 22 a piecemeal manner when the situation warranted. 23 For instance, at 12:06:54, at the very top: 24 "Hi Wai Gor, I am updating the project bonus form 25 and quite a lot of new works were signed. Can I show</p>	<p>1 contractor has the greatest responsibility but the 2 consultant will also be asked if he has done proper site 3 supervision." 4 We understand that Mr Ng and Mr Hung Kwok Wai 5 arranged to meet at 10.44 pm on the evening of the fire. 6 Mr Ng and Mr Hung signed on instruction of instrument of 7 transfer to transfer Mr Ng's shares in Will Power to 8 Mr Wong Hap Yin. Such an instrument only arouses more 9 doubts. We may have to consider if Mr Ng's behaviour 10 gives rise to legal or civil liability. But, as said by 11 the chairman, this is not within the ambit of this 12 inquiry. But whether there had been any malpractice in 13 the project, well, this is a very important piece of 14 evidence. 15 We can summarise the above evidence into the 16 following points: First, during the tender process, 17 there were a lot of irregularities, including the 18 deliberate concealment of the conviction record of 19 Prestige by Will Power and it enhanced the 20 attractiveness of Prestige. At the EGM, the proceedings 21 might have been problematic which affected the fairness 22 of the tender process. And in the past half an hour, we 23 saw that Mr Ng Yeuk, the supervisor of the project, 24 seems to be merely rubberstamp and he was in charge of 25 more than 50 projects at the same time.</p>
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<p>1 you later this evening?" 2 It appears to be saying that we have many forms for 3 you to sign, you can come and sign them in one go. 4 And at 15:52:48 we see a bonus list. The creator 5 was Mr Wilson Ng himself. A number of lists were 6 included. All of them were signed by Mr Ng as an RI, 7 including signing for Wang Fuk Court. 8 In the middle row, the total bonus was \$150,000. 9 What can we see from the list? From 1 October to 10 10 November 2025, 84 forms were signed, involving 11 56 different items by Mr Ng. For someone who was hired 12 full-time and yet serving as a freelance worker for 13 Will Power, we will have doubt as to how Mr Ng could 14 have signed for all 56 items. Was it possible for him 15 to exercise appropriate supervision over so many items 16 of work? 17 We also see WhatsApp messages where Mr Hung told 18 Mr Ng that ICU might contact him. That was 26 February 19 at 3.35 pm. The time could be seen on the right-hand 20 side. 21 15:39, the time was 15:39, further left, "ICU may 22 contact you". 23 If you go down two rows, you can see that, "Number 3 24 alarm fire not put out yet." 25 Further down is the fact like that. And then, "The</p>	<p>1 Now, we believe that Wang Fuk Court is not the first 2 case like that among large-scale building projects. It 3 is not rare in the industry. 4 Now, we have already received reports from law 5 enforcement agencies concerning irregularities in 6 large-scale building projects, including bid-rigging, 7 affiliated interest and so on. Generally speaking, the 8 information given by the law enforcement agency points 9 to a widespread and common phenomenon in the industry 10 and we have to deal with it seriously. 11 The Competition Commission has made several 12 observations in their opening submission. For the 13 benefit of the public, I will highlight the following 14 points. 15 First, according to the market study conducted by 16 the Competition Commission, there is a large number of 17 building works with a common practice to manipulate the 18 tender results. Now, this phenomenon has been 19 exacerbated by the irregularities on behalf of the 20 advisor, consultants and also the contractors, as shown 21 in the case of Wang Fuk Court. 22 The irregularities include, first, bid-rigging, that 23 is contractors reach a consensus to withdraw their bid 24 or, through agreement, agree upon a certain bidding 25 price between themselves.</p>

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<p>1 They did not intend to win the bid every time. 2 Because of this collusion, they could manipulate the 3 winner for each tender. Another common practice 4 includes sharing sensitive business information, for 5 example, exchanging their tender documents or quotation 6 price. The other common practice is carving up the 7 market. They will still try to tender but they will 8 avoid direct competition and they will share the market 9 among themselves. 10 Another common practice is to manipulate the tender 11 through shell companies. For example, a contractor 12 would lend the letterhead to the bidder in the bid. 13 Sometimes the company's background information and email 14 account will also be lent to the bidder to conceal the 15 actual bidding price. 16 Now, on the surface these are individual, separate 17 companies, but in fact they are controlled by the same 18 group of people. Bids would be submitted by these 19 seemingly individual but actually connected companies. 20 Whether these connections are lawful remain to be 21 examined. 22 There are some syndicates like cartels in the 23 market. There's a mechanism, for example, distribution 24 and leadership and coordination. These syndicates 25 involve more than a dozen of construction and</p>	<p>1 also their prosecution record. So most of those are 2 information in the public domain and there are also 3 confidential information of cases, of ongoing cases. 4 Now, for RI, registered inspector, according to the 5 ICAC, RIs play important roles in all stages of 6 projects. RIs are most vulnerable to bribery or 7 corruption. 8 As at December last year, there were 600 RIs 9 registered with the Buildings Department. Among them, 10 only 128 RIs had expressed interest in providing MBIS 11 services. 12 The small pool of RIs available means that it has 13 heightened the vulnerability of irregularities, 14 including corruption. The ICAC also shows evidence that 15 some surveyor firms, architectural firms or construction 16 firms were unwilling to join the building renovation 17 industry, for the reason that they are worried about 18 coercion or intimidation from unscrupulous players. So 19 these unscrupulous operators include those with triad or 20 dubious backgrounds. They are worried about their 21 competitors using unfair practices or even coercion to 22 win the bid and they think it is not worth it to join 23 the industry. 24 From the ICAC's point of view, it's a vicious cycle. 25 There are no newcomers in the market, so the market has</p>
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<p>1 consultancy firms. There's also an alleged relationship 2 between these contractors and consultancy firms with 3 triad syndicates. They would use coercion or even 4 violence to achieve these anti-competition behaviours. 5 So according to the Competition Commission, there's 6 evidence showing that the bidding price submitted by 7 these consultants are much lower than the cost for the 8 project. The way they make profit is not through the 9 quotation price itself, but rather other interest. 10 In this case, there are also suspicions on the 11 bidding price submitted by Will Power Architects. It is 12 extraordinarily low. 13 Police witnesses have also provided us with 14 important information. According to the police 15 experience, some triad members establish and operate 16 consultancies and construction firms to bid for 17 construction projects and maintenance projects. They 18 also point out that there is collusion, corruption and 19 secret or silent agreements between contractors and 20 consultants, which is a common phenomenon. 21 We will go back to the evidence later. 22 Now, a final point. I would like to draw your 23 attention to the ICAC's evidence. The ICAC has provided 24 us with past investigation records concerning 25 bid-rigging and irregularities in tender process and</p>	<p>1 been carved up by powerful parties and the players in 2 the industry become vulnerable. According to the ICAC, 3 we must find a way to break this chokehold. 4 Chairman, now I would like to return to the terms of 5 reference of the Committee. In the past day or so, we 6 have made a submission on terms of reference 1 in our 7 initial evidence, concerning the cause of the fire and 8 the rapid spread of the fire at Wang Fuk Court causing 9 major casualties. From the videos shown and the CCTV 10 footage, I think we now have some basic knowledge of the 11 course of events. 12 Concerning the fire service installations as well as 13 other operating and supervisory issues, earlier today we 14 have made a submission in this regard. 15 We have covered the relevant statutory requirements, 16 the regulatory regime, the construction materials used 17 and the roles played by stakeholders. 18 Concerning terms of reference point 1, as mentioned 19 by the chairman during the direction conference and 20 during the evidential hearing, we will hear more 21 evidence on the issue covered under terms of reference 1 22 in the coming weeks. It doesn't mean that we only focus 23 on point 1 of the terms of reference. 24 Considering the evidence we have, it is indeed that 25 we need to call witnesses and produce evidence gradually</p>

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<p>1 concerning terms of reference point 1. So, after the 2 opening submission, we will first hear from witnesses 3 who are residents of Wang Fuk Court concerning the 4 course of events. 5 I emphasise that we will not call every resident in 6 Wang Fuk Court to be witnesses. For some residents, out 7 of personal reasons, they would not like to recount what 8 happened. We fully understand that. For others, there 9 is overlapping in terms of the evidence they give. 10 That's why we have not invited those individuals to 11 become witnesses. But this is not out of disrespect to 12 them. 13 Another major issue is evidence from parties. We 14 will hear evidence from government departments and also 15 involved parties. They have already provided important 16 evidence to the Committee, for example, the witness 17 statements we have shown yesterday and today. Very 18 often the witness statements are surprisingly 19 comprehensive. There are also information concerning 20 sensitive issues or irregularities but still the 21 witnesses have given evidence fully and honestly. For 22 some other witnesses who have provided witness 23 statements they refuse to testify in the hearing. We 24 understand that there's different individual 25 circumstances.</p>	<p>1 Finally, allow me to remind you of a critical point. 2 Unlike ordinary civil or criminal proceedings, lawyers 3 and parties have to give submission and produce evidence 4 under the terms of reference to the Committee. The 5 overriding principle is that we will allow sufficient 6 time for the involved parties to analyse the evidence we 7 are going to produce. If there are accusations against 8 any party before the witness testifies, we will explain 9 the evidence to the involved parties in detail so that 10 you have time to consider a response. 11 Chairman, I mentioned yesterday that my opening 12 submission may last until next Tuesday. Now, in 13 a court, usually if we complete our opening submission 14 in advance we would not be berated by the court, but 15 I cannot say that's the same if the situation 16 is reversed. 17 CHAIRMAN: Thank you. We are also limited by time 18 constraints, so my question is can we take a short break 19 and then receive opening submissions from other parties 20 which are ready? 21 MR SUEN: Chairman, on behalf of the Government, let me give 22 the Committee our stance. We thank the legal team 23 representing the Independent Committee for their 24 openings. We will carefully consider their submission. 25 It is our hope that we can give our submission only on</p>
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<p>1 The overriding principle is that if we seek to 2 accuse a certain involved party, we will give them the 3 opportunity to understand the accusation and also an 4 opportunity to respond. So over the past several 5 months, the legal team has had substantial 6 correspondence, exchanges with the involved parties. 7 For some involved parties, they have received more 8 than one letter of inquiry. For some cases, there are 9 even seven or eight exchanges. So you may not be able 10 to hear from some of the witnesses, but it doesn't mean 11 that they have not provided us with important 12 information. At appropriate juncture, we will share 13 that evidence with the Committee. 14 Finally, expert witnesses. Besides experts engaged 15 by the government, the Committee has also appointed two 16 professors from Polytechnic University as our experts. 17 They are very busy conducting analysis and tests on the 18 case. Once we have obtained the findings, we will share 19 these information immediately with the stakeholders. 20 Concerning point 2 under the terms of reference, 21 I have touched upon point 2 in the past half an hour. 22 When we hear from the witnesses, you may find that we 23 may not be able to distinguish whether the evidence 24 belongs to point 1 or point 2 of the terms of reference. 25 There may be some overlapping.</p>	<p>1 next Tuesday. I would like to give the Committee 2 a brief account of our submission within a minute, but 3 for the major part of our submission, we would like to 4 leave it to Tuesday. 5 CHAIRMAN: So, in short, the Government team needs time to 6 digest the submission? 7 MR SUEN: I think it would be best if we give our submission 8 on Tuesday in one go. 9 CHAIRMAN: Any other involved parties which would like to 10 give their submissions today? 11 MR SUEN: Next week, right? Under these circumstances 12 please allow me to give you an account of what I'm going 13 to cover next week. I'm going to go over this very 14 briefly, just one minute. 15 CHAIRMAN: One minute. All right. We need to consider 16 whether we will call witnesses earlier. Are we going to 17 advance our schedule? Or we can take a break right now 18 and then make decisions afterwards. 19 MR DAWES: This morning, we have a good understanding of the 20 progress. We had discussions about calling witnesses 21 earlier, but at this stage we cannot give you an exact 22 answer. We need to get a hold of the witnesses. We 23 need to change the time of asking witnesses to testify 24 in the Independent Committee. Our law firms are already 25 contacting the witnesses.</p>

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<p>1 CHAIRMAN: At present -- I do understand your situation; you 2 need time to contact your witnesses. For those who 3 would like to sit in on this hearing, or for friends of 4 the media, there is a possibility that we might call 5 witnesses earlier, advance -- ahead of our schedule. 6 MR DAWES: For the involved parties right now, I mean 7 present, if all parties can finish submissions within 8 half an hour, probably we can consider calling witnesses 9 on Tuesday. 10 CHAIRMAN: It might be too late to inform parties next week. 11 I believe the public want to know when witnesses will be 12 called. At present we cannot tell for sure but it is 13 possible that we might be calling witnesses on Tuesday 14 afternoon. 15 Mr Jenkin Suen SC, do you have any submissions to 16 make at this stage? 17 MR SUEN: Chairman and members. If there are no other 18 matters to deal with, I will go over the scope of my 19 submissions that I'm going to deliver next week. If the 20 counsel of the Secretariat has updates about the 21 situation, he can let us know. Regarding our opening 22 submissions that I'm going to deliver next Tuesday, 23 well, I'd like to say that we have already heard the 24 opening submissions of the counsel for the Secretariat. 25 It has a wide scope. It touches upon a lot of issues to</p>	<p>1 If Chairman and members consider it appropriate, I 2 hope Chairman will allow Mr Tsui, the chairman of the 3 second management committee, to make submissions. I'm 4 not going to call it an opening submission, but we want 5 to make the best use of the time today. 6 CHAIRMAN: In this case probably we can stand down the 7 hearing for 10 minutes and afterwards we will hear from 8 Mr Tsui. Please rise. 9 (3.26 pm) 10 (A short adjournment) 11 (3.36 pm) 12 CHAIRMAN: Mr Tsui, would you like to speak? 13 MR TSUI: Yes. Thank you, Chairman. 14 CHAIRMAN: Over to you, Mr Tsui. 15 Submissions by MR TSUI 16 MR TSUI: Chairman, members, residents, I am Tsui Moon Come. 17 I am the chairperson of the 12th management committee of 18 the owners' corporation. On behalf of the 14 remaining 19 members of the Committee out of a total of 15, I am here 20 to speak on their behalf. I thank the management 21 committee for giving me the opportunity to say what we 22 know, what we remember. We hope to uncover the truth. 23 I believe you all understand there are actually two 24 boards of the 12th Incorporated Owners Committee of 25 Wang Fuk Court. For the first term, the major</p>
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<p>1 be discussed in the Independent Committee hearings. New 2 materials have been covered. There is a widespread 3 concern in society. 4 Considering all these factors, we hope to make our 5 opening submissions next Tuesday, that is for MBIS 6 regulation and monitoring of minor works, the relevant 7 historical background and implementation. We're going 8 to go over these areas and we are going to introduce 9 these areas to chairman and members. 10 I believe this will help you in analysing and 11 assessing the roles of different parties. Parties might 12 not be able to give complete submissions. At this 13 stage, we're going to provide appropriate or more 14 important supplementary information. In case of any 15 missing information or inaccuracy, we expect to give the 16 public more information next week. That is all from me. 17 CHAIRMAN: Mr Laurence Li SC. 18 MR LAURENCE LI: Thank you. I represent the second 19 management committee of the IO. Basically, we don't 20 need a legal representative to make a submission and we 21 don't have a lot of things to cover either. We are 22 aware of the procedures on the Independent Committee. 23 The earlier we start, the sooner we will uncover the 24 truth. To the bereaved families, to the victims of the 25 fire, this is very important.</p>	<p>1 renovation contract was approved and there were many 2 controversies. At that time, I, together with other 3 residents of Wang Fuk Court, considered it necessary to 4 look into the situation to gain a better understanding, 5 so we had 5 per cent of the membership and we convened 6 a general meeting, and that is exactly how the second 7 term of the management committee came into being. 8 Wang Fuk Court is the home to all members. In 1983, 9 my father bought the unit in Wang Fuk Court. I was an 10 infant back then. I lived in Wang Fuk Court until the 11 blaze took place. It's full of memories. Excuse me. 12 In Wang Fuk Court, it's not just a home for us. It 13 also has plenty of memories for all of us. Excuse me. 14 Many members have lived in Wang Fuk Court since we were 15 young and many of them have decided to buy a unit in 16 Wang Fuk Court. They've moved in, and we have come 17 together to fight for what we want to fight for. 18 The places in Wang Fuk Court ... 19 CHAIRMAN: Mr Tsui, if you need a short break. 20 MR TSUI: I'm sorry. Well, we cannot forget the climbing 21 frames, the slides. 22 On 26 November, we saw unprecedented fire in 23 Hong Kong. Our close friends, our family members passed 24 away in the fire. A wife of a good friend waited for 25 rescue, together with her husband. Many of them waited</p>

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<p>1 together with their next of kin, their very close family 2 members.</p> <p>3 We were victims of the fire as well as management 4 committee members of the IO. We had to look after our 5 families. After we helped family members to settle, we 6 stationed there to continue to help other victims. Even 7 though we were subject to accusations, we paid no heed. 8 We just proceeded with what we thought we had to do. 9 Around the clock, we were there to help residents.</p> <p>10 So we are here today hoping that we can do our best 11 and tell what we know to the Committee so that the 12 Committee can find out the truth.</p> <p>13 Wang Fuk Court received an order under Mandatory 14 Bidding Inspection Scheme on 16 April 2024. The first 15 management committee of this term of the IO, together 16 with the contractor, Will Power, signed an agreement, 17 and starting from June the same year we received 18 a letter from lawyer that we were asked to pay 150,000 19 to 160,000 in six instalments within seven and a half 20 months. It was so difficult for us to put together so 21 much money in such a short time and so we organised 22 ourselves together to form a new team and then we were 23 elected, the second management committee, at a general 24 meeting of owners.</p> <p>25 As soon as we assumed office, we convened work</p>	<p>1 willing to represent us in this hearing. Hopefully we 2 can help the hearing to find out the truth. But then 3 our resources are limited. Please understand if our 4 legal team cannot be present throughout the hearing.</p> <p>5 Subsequent to the fire, we were subject to many 6 speculations and comments. I'm very grateful to the 7 Committee for giving me this opportunity to tell you 8 what we know so that we can clarify the truth. Earlier 9 on, we submitted information we have identified to the 10 Committee. Hopefully the information can be helpful.</p> <p>11 In the past few days we have heard of information 12 disclosed by the Committee which represents the findings 13 of investigation so, within such a very short period of 14 time, we have heard a summary of the investigation the 15 past two days.</p> <p>16 I thank the Committee. You have done a lot. 17 Hopefully you can uncover the truth. Hopefully you can 18 help Wang Fuk Court and residents of Wang Fuk Court and 19 then we can find out the truth.</p> <p>20 Due to time constraints I cannot thank each and 21 every party and members of the public who have helped us 22 and who have donated to help us. Hopefully this 23 community spirit and this spirit of mutual assistance 24 can continue to be the core value of Hong Kong.</p> <p>25 Thank you very much.</p>
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<p>1 meetings every Saturday. We convened work meetings. 2 Residents could join on their own initiative. They were 3 not banned from speaking, regardless of whether they 4 were just tenants or owners. We had 12 briefing and 5 exchange sessions. Within 482 days, we held a total of 6 68 meetings. So, on average, there was a meeting once 7 every seven days. And then we uploaded all relevant 8 documents, monthly statements and minutes of meetings to 9 the internet and we also had live broadcast. Hopefully 10 more residents could be involved.</p> <p>11 What I want to say is the management committee, 12 a layman in this area, but we had done our level best 13 and told all we knew to all residents. Hopefully they 14 could all participate in the project. Despite our 15 efforts, we were determined to do our very best. We did 16 not want to do a wishy-washy job. We did our utmost. 17 Even though we had this incident, we didn't want to be 18 evasive. We want to help an investigation and do our 19 part and discharge our responsibilities.</p> <p>20 Chair, the tragedy of Wang Fuk Court has made us 21 a directly involved party. Even though we are faced 22 with this difficulty, we will persevere.</p> <p>23 Now we face tremendous financial burden and we don't 24 have any legal knowledge. We are at a very difficult 25 time. We feel grateful to a team of lawyers who are</p>	<p>1 CHAIRMAN: Thank you very much, Mr Tsui, for your remarks. 2 I'd like to know whether any more involved parties would 3 like to speak today?</p> <p>4 If not, I thank Mr Tsui, and the hearing will resume 5 at 10 am next Tuesday. Thank you.</p> <p>6 (3.50 pm) 7 (The hearing adjourned until 10.00 am 8 on Tuesday, 24 March 2026) 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

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