



COVER STORY

主題分享

法團與物業經理人在物業進行大維修時 如何增加透明度

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背景

1. 香港目前約有四萬餘棟多層大廈，包括：住宅、商業、工業、混合式的單棟式或屋苑式的建築物；每年增加樓齡超過30年的樓宇(舊樓)約千棟。鑑於政府的政策是要確保舊樓的安全性，會由政府相關部門，例如屋宇署、消防署等發出指令，要求業主(或透過相關業主立案法團(「法團」)或管理物業的經理人(「物管經理」))檢查樓宇的安全，委任專業人士對指定的樓宇或舊樓的公用部份，包括結構性部份，防火及渠務設施等作出檢查，隨後進行所需的維修，以確保建築物的結構、防火、環保等方面符合各相關法例的要求，以保障業主及佔用者的安全。此等維修通常規模較大，涉及支出費用相對龐大，由數百萬至數億元不等(「大維修」)，須由個別業主科款承擔，衍生很多問題，導致業主與法團及物管經理產生連串矛盾、關係緊張及信任的衝擊。

增加透明度

2. 怎樣解決或舒緩在大維修時所產生的矛盾，增加業主及佔用人對大維修一切事宜的了解當有莫大的幫助。

政府部門的指令應儘快通知各業主

- 2.1 當收到政府相關部門的驗樓指令，法團及／或物管經理應儘快召開管理委員會(管委會)討論如何應對政府部門的指令，因為建築物管理條例(344章)(物管條例)第18(b)條款規定法團必須遵照辦理公共機構行使任何法例所賦予權力，命令或要求就公用部份進行某項工作。管委會須考慮聘請專業工程人士作為維修顧問，勘察政府指定的樓宇公用部份，包括建築物的外牆、門窗、天台、平台、大廈內公共走廊，以及水、電、電梯、消防設施等，作出報告及建議所需要的維修項目。維修顧問協助法團招聘工程承建商。
- 2.2 管委會應儘快將收到政府的指令及管委會預備採取的相應的行動告知業主。對業主而言，此乃重要的資訊，故務必安排妥善方式通知業主，例如將通告展示於建築物的顯眼處、電梯大堂、在電梯內、放入業主的信箱，使他們預先有心理準備，予以配合他們自己單位的可能裝修，同時對可能需付出大維修的科款作出安排。

業主大會與業主諮詢會

- 2.3 根據物管條例，建築物的大維修因涉頗龐大的費用，故各程序須於業主大會通過決議、隨後聘用維修顧問、各工程的專業人士、律師等。依據物管條例召開的業主大會，必須依足條例規定的程序、議程、出席必須達到法定人數才可以進行會議及作出投票通過或不通過議程所建議的事項。召開正式業主大會在人力、物力、地點、時間的配合都頗繁複，故除必要依物管條例召開必須的業主大會，可由管委會召開較具靈活性的業主諮詢會。

業主諮詢會

2.4 在大維修過程，其實必須於業主大會通過很多決議，包括揀選維修顧問、承建商、集資決定等。法團可考慮舉行業主諮詢會。除由管理委員會主席或委員主持外，亦可邀請受聘的維修顧問、承建商的代表出席或其他專業人士解釋大維修的過程、進程、財務的一切事宜並接受業主對大維修有關的提問，令業主在此不拘形式下，各方暢所欲言，更容易了解大維修的內容、進度、集資方式及計算方式等等。經驗所得，經過舉行一場或多場(視情況而定)諮詢會，隨後依條例召開正式業主大會處理通過相關決議，較為暢順，及減了不少爭駁及誤解。維修顧問的擬維修項目的報告通常都可能涉及政府部門發出指令範圍以外的附帶或改善工程，諮詢會是一個很適合的場合令業主表達他們的選擇，是否進行非指令的工程或改善工程，從而減少科款費用。

成立「大維修專責小組」

3. 大維修有關事務涉及的問題繁多，法團管理委員會有需要增加開會的次數。由於管委會的委員眾多，有部份委員未必抽到足夠時間出席會議，亦須依物業條例的程序召開管委會，故此管委會可考慮成立一個「大維修專責小組」(「專責小組」)以協助管委會就大維修的工作。

3.1 此小組的成員、工作範圍、開會程序及問責、匯報等皆由管委會訂定。通常是由管委會委任專責小組的主席及組員，組員為若干名管委會成員(通常是能付出較多時間或有工程經驗的委員)，亦可邀請若干名對工程有相關經驗的業主加入該小組為成員。

3.2 管委會對該小組須保留任免權，小組的人數視情況需要而定，需定期或不時應管委會的要求向管委會匯報，至於小組工作及開會日期、時間、地點等由該小組決定。但最重要的是該小組不可以替代或代表管委會作出決策或決定權；換而言之，專責小組向管委會負責，提供協助、授受委派的工作並作出匯報，管委會保留作出最後決定的權力。小組須保留簡單的會議紀錄及匯報紀錄。

3.3 該小組可就維修顧問、工程招標、工程進度、所用物料、工程質量等事宜協助管委會作出監察。

資訊通告及設立與業主溝通的平台

4. 管委會應制訂策略與業主就有關大維修的事宜作出溝通，令業主知道一切有關從大維修開始(不論是接到政府部門的指令或自發性的維修或改善工程)集資、科款、聘請維修顧問、承建商、其他專業人士、工程進度、工程進行中發生的重大事故、至完工甚至任何訴訟，有所理解。

4.1 召開業主大會、座談會、設立每星期若干日定期會見業主的平台，由管委會成員或物管經理定期會見業主，聽取業主們對大維修的意見並接受投訴。管委會亦可考慮編寫通告、單張、或法團網站(如有)發放大維修各項資訊，知會業主，令業主得悉所需的重要事項，從而配合法團及各持份者的工作。這樣可助消除業主對管委會的不必要誤會損其公信力。能贏取業主的信任，減少對管委會的偏見，定會令大維修更順暢。如決議通過後又被5%業主要求召開大會推翻決議，甚至撤換主席或全體委員會的業主大會頻繁，事倍功半，未能符合政府要求維修的限期，增加法團的風險。

大維修的集資及業主科款

5. 大維修的費用龐大，涉及集資及業主的科款。業主大會須議決大維修的項目及所需的費用金額。至於業主繳款的方式、期數及份額是由管委會依照物管條例第21及22條款釐定的。
 - 5.1 頗多問題出現在對於大廈公契就繳費及攤分方式的詮釋：例如業主是依據其單位的不可分割業權份數；管理份數；所擁有單位的數目；外牆、天台維修責任；地舖是否需承擔電梯的費用；住宅是否需負擔商場公用部份的維修費用(相反亦然)等。對於此類爭駁，最後可能需要由法律訴訟解決。要避免事件發展到法律訴訟，管委會應在決定攤分方式實行收取前，將釐訂攤分或科款的原則或方式向業主公佈，充份解釋及聽取業主不同詮釋的意見，望儘早解決問題，免影響工程的進行及公營機構對大維修的補助。同時能儘早公告每位業主須繳付的金額越好，給他們可作準備。
 - 5.2 近期我發現有些管委會在決定業主攤分大維修科款份額時，擬對舊樓商住大廈地下及低層商戶的業主產生偏見，認為商戶的不可分割業權份數比樓上的住宅多(相信物業的價值較高)，商戶應以業權份數繳交費用而非商戶一向依公契以管理份數交付的原則，商戶比住戶的管理費較少，可能因商戶不享用電梯及較少設施。

查閱標書

6. 在招標過程中有時會需要將若干情節資料保密，這應無爭議。但在召開業主大會前的一段時間，法團應考慮將標書主要內容安排適當地方及時間給業主查閱，令業主可查閱大維修的詳細工程項目清單及既定使用之物料，以避免業主在業主大會當日揀選工程顧問及承建商的標書時，提出指控「法團黑箱作業，資料不足」，喚起反對聲音，要押後大會再議。

總結

7. 以上列舉增加法團的透明度的若干措施，可使業主了解法團及管委會進行大維修時所處理的工作，減少不必要的猜疑，從而令事情得以順暢解決。法律界有一句格言：「正義不僅要得到伸張，而且必須被明顯地、毫無疑問地被世人所看見(not only must Justice be done ; it must also be seen to be done)」，故此法團，管委會與物管經理不可認為自己密密耕耘便足夠，其實更重要的是令業主們知道及看到怎樣辦事及其作為，達至業主祈望的公平、公義。

Determining Management Expenses under the BMO

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Introduction

Determining the amount of management expenses payable by the owners is one of the basic functions of the Incorporated Owners (“**IO**”) or the Manager of a building. While individual Deed of Mutual Covenant (“**DMC**”) might not have been well drafted to provide clearly for the applicable formula and mechanism, one would naturally expect that at least our Building Management Ordinance (“**BMO**”) would be unequivocal and comprehensible to the owners on those issues. Unfortunately and perhaps surprisingly, this is far from true.

Sections 21, 22 and Schedule 5 of the BMO

Sections 21 and 22 of the BMO provide that the “Management Committee” shall determine the amount to be contributed to the General Fund and the Contingency Fund. It also requires the Management Committee to prepare a “budget” for determining the amount payable by the owners to those funds in accordance with Schedule 5. Putting it simply, the General Fund is for payment of the daily management expenses of the building, whereas the Contingency Fund is for defraying the costs of unexpected or urgent nature. Hence, the above provisions apply both to the day-to-day management expenses as well as non-recurrent expenses like major renovation of a building.

Decided Cases on the Effect of Section 22

In the Court of Appeal’s decision in *The Incorporated Owners of Evelyn Towers*’ case back in 1987, it was held that a resolution passed in an Extraordinary General Meeting of the IO for increasing the management fee and management deposit payable by the owners was not valid, as the money represented contributions to be made to the funds mentioned in section 21 of the BMO (then known as the Multi-storey Buildings (Owners’ Incorporation) Ordinance), and should be determined by the Management Committee rather than the owners in general meetings.

As *The Incorporated Owners of Evelyn Towers* was decided by the Court of Appeal, it was followed in a number of subsequent cases before the Lands Tribunal. In *The Incorporated Owners of Wah Lai Mansion, Marble Road v. Lee He Wan Eddy and others* LDBM 53 to 61 of 2001, it was held that the owners of the building had no obligation to contribute to the renovation cost of the building, partly because the matters were resolved in a general meeting, and there was no “determination” by the Management Committee that owners should pay the sum. The following is extracted from the judgment: —

“…依據修例第22條的規定，即使[法團]在…大會曾經通過大維修的決議，但[法團]仍然不能向答辯人收取任何費用。首先，大維修費的分攤必須是由管理委員會確定的。

…條例……第20(2)條授權法團可設立並維持一項備用基金以供任何屬未有預計或緊急性質的開支。大廈維修的集資便是屬於這一類。…但業主需繳付的款額，必須由管理委員會按照業主各向所佔的份數確定。但[法團]承認管理委員會沒有作出這樣的決的。基於此原故，[法團]追討欠款的申請必定失敗。

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……本席於 *The Incorporated Owners of Maple Mansion* 訴 *Ho Yiu Keung and Regent Talent Industrial Limited* LDBM 98/2000 曾作出相同的裁決。在該案……本席作出下列的裁決：

“條例第 29 條規定”除本條例另有規定外，本條例授予法團的權力及委以的職責，須由管理委員會代表法團行使及執行”，因此第 21、第 22 條內所提述的職權必須由管理委員會行使，而法團不能在這方面取代它的地位。*Incorporated Owners Of Evelyn Towers & Anor. v. Darlingford Ltd. & Ors* …一案清楚顯示此一點，而本庭必須採納此案的判案原則作為本案裁決的基礎。”

……本席必須指出各業主需繳付的款額，必須由管理委員會確定；這是他們所負的法律責任。該職責不能由法團的大會所代行。”

In another case *The Incorporated Owners of Faraday House v. Leung Hang Yin and another* LDBM 215 of 2005 (19th September 2006), the IO sought to recover certain arrears of management fees from some owners. The Lands Tribunal held that the Management Committee had not observed the requirement of section 21 and Schedule 5 of the BMO, in that no “budget” had been prepared in determining the management expenses, and said as follows: —

“由上述條文可見，[法團]的管理委員會在制定管理費的款額時，必須有有關期間的預算作為基準。不過[法團]承認從來沒有制定每年的預算報告。因此，[法團]要求答辯人支付的管理費款額並不是以有關期間的預算為基準計算出來。很明顯，[法團]並沒有按該條例附表 5 第 1 段的規定辦事。

…該條例附表 5 是適用於根據第 21(1) 條釐定的款額，第 21(1) 條不單與第一次收取管理費相關，而是與其往後每 12 個月的基金繳款相關。附表 5 亦已清楚說明必須有預算為基準，[法團]絕對不能不跟從附表 5 的要求，隨意去計算管理費…

…因此，本席裁定[法團]現時要求答辯人支付的管理費金額並不合乎該條例第 21 條及附表 5 的規定。”

It was therefore held that the IO could not recover the arrears of management expenses from the Respondent owner. After losing the legal battle, the Management Committee passed a resolution in 2007 to “determine”, perhaps retrospectively, the management charges payable by the owners for 2002 to 2007, and adopted some budgets prepared by the Manager for the relevant financial years. IO then initiated a second round of legal action against the owners concerned. Even in the second case (i.e. LDBM 405 of 2007 decided on 29th December 2008), the Lands Tribunal still emphasized as follows: —

“……上述條文列明，制定和通過預算、決定基金款額及各業主須繳付的管理費金額，皆是管理委員會的權力和責任。即使業主大會通過有關議決，也非根據條例行事：見上訴庭案例 *Darlingford Limited & Ors v The Incorporated Owners of Evelyn Towers & Anor*, CACV 172/1986 (1987 年 3 月 6 日)。本審裁處先後多個案例，也引用該案例就這些條文的如此解釋。

…所以，雖然本席接納事實上法團是有制定 2006 及 2007 年度的財政預算，並在業主大會上通過，但除非法團管理委員會執行條例的規定，否則無權要求業主繳付有關管理費，業主亦沒有責任繳付。…”

However, as there were by that time “determinations” by the Management Committee of the amount of the management fees concerned, IO’s claim for arrears was partly upheld on this occasion (the Tribunal did not allow those arrears already claimed in the first action, because of the legal principle known as “res judicata”, namely that IO could not sue the owner again for the same debt, when its first action had failed). At the end, after engaging in litigation for years, IO managed to recover only part of the arrears in the total sum of HK\$50,000 odd, and it is not known whether that was sufficient to cover the legal costs which might have been taxed off (i.e not recoverable from the Respondent owner).

As can be seen from the cases, the potential implications can be serious, as all resolutions passed in general meetings on the amount payable by the owners of the monthly management fees and major renovation projects, without the support of a corresponding resolution of the management committee after adopting the “budget” procedure under Schedule 5, may be subject to challenge. Not many owners or even property managers are aware of such potential pitfalls. Indeed, whether a building should be engaged in a major repair or renovation project, and the various corresponding decisions like the contractors to engage, the renovation proposal to be adopted and the owners’ payment schedule are questions typically decided by resolutions passed in the general meetings, especially in light of the procurement requirement under section 20A of the BMO (i.e. the service providers should be selected by the owners in general meeting, if the contract sum exceeds or will likely exceed 20% of the annual management expenses of the whole estate). If, however, as in the above decided cases, the amounts are regarded as owners’ contributions to the Contingency Fund, those resolutions passed in a general meeting will be of dubious validity, as there may not be any “determination” by the Management Committee. The idea of having another resolution passed by the Management Committee to endorse what has already been endorsed by the owners in general meeting sounds superfluous if not preposterous. Indeed, if the majority members of the Management Committee hold a different view from the majority of the owners, so that no endorsing resolution of the Management Committee can be procured, the resolution of the owners in the general meeting will hardly take effect. Further, some Management Committees may wish to leave the decision on whether to increase the monthly management fees to the owners in general meeting. They may also be punished for doing so when it turns out that only the Management Committee is entitled to make the decision.

Surprisingly, after all these years, it has not been suggested that the BMO should be amended to clarify these issues and the confusion caused, not even in the latest consultation paper for the proposed amendment of BMO.

Although the much-needed statutory clarification and amendment has not been forthcoming, the Lands Tribunal finally declined to follow the *Evelyn Towers*’ decision in a recent case *曾毓輝訴恒隆銀行東區分行大廈業主立案法團* LDBM 169/2014 (16th April 2015). In that case, an owner challenged the validity of two resolutions passed in the general meetings of the IO to increase the management fees. The Lands Tribunal purported to follow some observations made by the Court of Appeal in another case to the effect that according to section 14 (1) of the BMO, the resolution passed in a general meeting of IO should be binding on all owners and the Management Committee. The Tribunal said as follows: —

“……似乎該法例中的第 20、21、22 條另加上附表五，把釐定管理費水平的權力，交給法團的管理委員會。在這案，沒有任何證據顯示增加管理費的決議，曾在管理委員會內被通過，只有證據顯示，調整管理費的議決在業主大會通過。這樣看來，是否縱使業主大會通過後，由於管理委員會還沒有通過，所以調整是沒有效力呢？”

“……在 *Incorporated Owners of Evelyn Towers and Anor v Darlingford Ltd. and Ors*……當時上訴庭要處理一個相似的問題。……若引用 *Incorporated Owners of Evelyn Towers* 這案例，由於沒有任何管理委員會的議決，此案的調整應屬無效。

“……但在 *黃瑞珊等 v 同利工業大廈業主法團* HCMP 911/2011 (無彙報的案例，21/10/2011) 一案，上訴庭在處理一宗土地審裁處向上訴庭申請上訴許可時，對一個在業主大會通過的議決，與及在管理委員會按本條例第 21 條通過的議決……有一個清晰的說明，如下：

“……立案法團成立後……的業主大會，《建築物管理條例》第 14(1) 條述明是“除本條例另有規定外”，但本庭認為決定那一條可凌駕另一條例時，法庭必須考慮有關管理建築物的架構。管理委員會只是代表業主行事，所以業主大會的決定，必定是凌駕管理委員會根據上述條例第 21 條釐定業主需繳付款項的決定，而並非由第 21 條凌駕第 14 條……”

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……本席十分同意上訴庭在**黃瑞珊**案所闡述的法律原則，因為正如一家公司的運作，日常的事務是交董事會決定，但每當有重大的事宜時，一般是交股東在股東大會表決，這些議決，凌駕董事會議的議決，對公司的前路作出了最終的決定。本席認為，多層大廈業主立案法團的運作，在該條例的架構，亦是採納相同的原則。

……由於上訴庭在判決 *Incorporated Owners of Evelyn Towers* 時的法律條文，與現時的該條例不盡相同，加上在該案例所述明的案情有限，相對於**黃瑞珊**案明確清晰的闡釋有所不同，所以本席採納**黃瑞珊**案的法律原則，而不採納 *Incorporated Owners of Evelyn Towers* 一案所闡明的。

……**黃瑞珊**案，正是把這 14(1) 條的凌駕性，清晰的說明。14(1) 條指出，如法團通過議決，而這議決與有關公用部份的管理及改善有關(管理費與公共地方的控制及管理有明顯有關)，當法團議決後，議決對管理委員會與及每一名業主，皆具約束力，而該條例第 21(2) 條，說明第 14(1) 條是禁止調整的例外情況。”

The Lands Tribunal also held that the “budgets” need not take any special form. The law only required reasonable estimation of different kinds (and not individual items) of management expenses.

The decision in the said *恒隆銀行東區分行大廈*'s case is clearly correct, and must be preferred to the earlier decisions of the Lands Tribunal to the contrary. However, the Court of Appeal's decision in the *Evelyn Towers*' case, which has been ruling us for more than 28 years, has not yet been overruled. While it is hoped that the recent decision will be followed in subsequent cases, the BMO should preferably be amended to clear all possible doubts, so as to avoid dragging the owners into unnecessary litigation.

Building Funds

Other than General Fund, Contingency Fund mentioned above, Paragraph 4 of Schedule 7 of the BMO provides that the Manager shall establish and maintain a Special Fund to cover “expenditure of a kind not expected by him to be incurred annually”. Obviously, for some maintenance or renovation works, they may fall within either the Contingency Fund or the Special Fund. Further, the DMC may provide for the establishment of other funds like Sinking Funds, Capital Equipment Funds, Major Maintenance Funds etc.. The position may again be rather confusing.

Each of the funds in question may provide for different ratio of contribution by the owners, and as seen above, different mechanism for determining such ratio. For example, for the Contingency Fund, the amount of the owners should be required to contribute should be determined by the Management Committee according to sections 21 and 22 of the BMO, and not by a resolution passed in the general meeting of the IO as in the case of the Special Fund as provided in Paragraph 4 of Schedule 7.

Decided Cases on Building Funds

In *Young Kwok Sui & Another v. The Incorporated Owners of Fontana Gardens* LDBM 76/2011 (7th September 2011), the IO resolved to carry out repair and maintenance works including the external walls, the air-conditioner support frames and protective boards, the outlet pipe ducts and window heads, and that the owner of each unit shall share the expenses equally. However, the relevant sub-DMC provides for another formula for sharing contributions.

IO argued that the fund established for the repair and maintenance works was a Special Fund within the meaning of Paragraph 4 of Schedule 7 to the BMO, being expenditure for a one-off large scale project not expected to be incurred annually. IO could therefore determine, by a resolution of the owners, the amount to be contributed to the Special Fund by the owners, and that IO did so, and determined that the expenses should be shared amongst the owners equally.

However, the Lands Tribunal held that the works were within the ambit of the relevant sub-DMC provisions, and should be apportioned among the owners according to the ratio stipulated in the sub-DMC. The Tribunal also held that the IO would only be entitled to determine the total amount of the expenses payable by all the owners, and could not vary the ratio of contribution stipulated in the DMC or the amount payable by each owner pursuant to Paragraph 4 of Schedule 7 to the BMO.

In a subsequent case before the Lands Tribunal *東廬大樓業主立案法團 LDBM 87/2011* (26th April 2012), the Tribunal followed the decision in the said *Fontana Garden's* case, and said as follows: —

“土地審裁處…在 *Young Kwok Sui & Another v. The Incorporated Owners of Fontana Gardens LDBM76/2011* 的判詞，指公契的內容所述維修項目，可以包括一些非每年預期須承付的維修開支。…”

“……本席同意以上案件的立論，在決定一項維修費是否屬於特別基金，並非取決於它是否每年預期須承付的開支，而須先考慮公契的內容，是否有包括這一類支出，如果有，應根據公契條文收款及分攤；如果是公契指定開支，則該條例第20-22條適用。”

In a more recent case *IO of Mandarin Court of Arbuthnot Road v. Goldbeach Industrial Limited LDBM 110 of 2014* (29th July 2015), the DMC provides for contributions to the management expenses at a fixed ratio, and that if the amount should be insufficient, further contribution by the same ratio would be required.

IO resolved in an AGM to establish a “Contingency Fund” under section 21 of the BMO to cover urgent and unforeseen expenses and shortfall in the daily management expenses. They required the owners to make contributions to the fund in accordance with the proportion of undivided shares allocated to their respective units, and not at the said ratio specified in the DMC.

The Tribunal said it would be important to examine the nature of use of the fund, rather than its label. If the DMC has made provisions for matters of similar nature, the DMC provisions as well as the sharing proportion provided should be followed. As the DMC provisions had covered the expenditures proposed to be covered by the “Contingency Fund”, the ratio fixed by the DMC should be followed. IO could not resolve for another ratio even by a general meeting.

Apparently, therefore, if the relevant expenditure is already covered in the DMC, one should simply follow the DMC provisions in determining the ratio of contributions to be made by the owners and the mechanism of collecting payments from them. The provisions relating to Special Fund in Paragraph 4 of Schedule 7 may not have much effect. However, Paragraph 4 of Schedule 7 appear to be mandatory in its terms and is said to prevail over contrary provisions in the DMC. The precise effect of all these BMO provisions relating to building funds is not easy to understand or reconcile.

Conclusion

The relevant BMO provisions like sections 20 to 22, Schedule 5 as well as Paragraphs 1 and 4 of Schedule 7 and their interaction with one another as well as the DMC provisions concerning building funds should be carefully studied and borne in mind by property managers. The above complications and pitfalls should not have been there, when the BMO is a piece of legislation applied on a daily basis by many laymen owners and property managers who have not received legal training.

日本物業管理概覽

英國特許房屋經理學會亞太分會
專業發展委員會主委阮偉基博士

引言

亞太分會於2015年十月中旬一行十五人遠赴日本大阪考察當地房屋管理業的發展狀況。承蒙日本集合住宅維持管理學會(Japan Institute of Condominium Living)尾浦桓男理事長及大阪住宅綜合研究所中嶋康夫先生接待，安排日本全業介紹日本房屋管理及參觀大阪兩個住宅項目，行程豐富，獲益良多。現將在日本之行所見所聞歸納整理，作一個綜合報導，好讓會友對日本人的居住狀況，政府房屋政策及房管行業的營運及發展有一概括認識。

住宅市場概況

日本有人口一億二千多萬，其中23%是六十五歲以上的老年人，估計到2050年，老齡人口會佔整體人口40%，是全世界老齡化最嚴重的國家。根據日本公寓住宅研究中心藤本佳子教授估計，日本現時有六千一百萬套住宅，業主自住率為61.7%，其餘38.3%為出租住宅，其中54.9%為獨立屋(detached house)，45.1%為多層式住宅(condominium)，平均屋齡為三十年(英國：七十年，美國：五十五年)。日本住宅買賣以新樓為主佔87%，二手樓祇佔13%，與歐美比較，二手房交易佔總交易量80%。有趣的是，現時日本全國有空置住宅八百二十萬套，幾乎全是二手單位，但每年新建住宅卻有九十多萬套，其中多層式住宅二十萬套。這現象對近年因日圓貶值而瘋狂到日本買二手樓的海外投資者應該有一定啓示作用。

日本的房屋問題

目前日本面對最嚴重的房屋問題就是空置房屋，達八百二十萬套，而且每年大概以五十萬套的比率增加。造成這現象有兩大原因：一，日本人買房喜新厭舊，年輕人繼承年老或去世父母遺下的住房並不普遍；二，日本人口增長極速萎縮導致需求減少。



為了配合日本戰後人口激增及經濟增長，日本政府陸續推出鼓勵國民置業政策的三根支柱——公營住宅(1951)，住宅金融公庫(1950)及日本住宅公團(1955)。這一系列的措施刺激了房地產的快速供應，戰後建成的住宅於是只重數量而不重質量，一般設計壽命大約只有二十五至三十年，期後需要維護，翻新或重建。戰後建成住宅的質量不高，入住後業主也不重視維修保養，因此，大部份老舊住宅都不具備重售價值。如果空置的住房完全沒有買家或承租人，就應該儘快拆卸。但在日本的稅制中，空置土地徵收的固定資產稅款是土地建有上蓋房屋的六倍。所以，即使閒置的破屋危房，也一律受到稅項優惠。這樣，為了避免賦稅的增加，保留老舊的房屋，總比清拆化算。這些政策，在住房短缺時期有推動置業的功效，但在房屋過剩的情況下，卻導致房屋庫存嚴重老化的情況。

要解決這問題，日本若干地方政府已開始針對拆卸空置房屋，要求業主要覆行物業維修的義務，否則會給予處罰。為了鼓勵業主清拆舊樓，甚至給予清拆補助費用，而國家亦正在考慮停止給予危舊房屋在固定資產稅中的優惠措施。為了促進空房的流通，日本地方政府現陸續開設「空房銀行」資料庫，通過網絡平台，向買家提供空房資訊；又向二手物業的業主提供維修補貼，幫助他們趕快賣出物業。日本政府面對二手房嚴重空置的問題，近年除積極鼓勵發展商提升樓宇質量；又以實質補貼鼓勵業主維修舊樓；及將空置房屋轉為公營住宅，希望藉各種措施長遠地可以改善國家房屋庫存的質量，提升其經濟價值，最終達致減低住宅空置情況，有效利用房地產貴重資源。中國在面對三四線城市商品房產能過剩所造成的「鬼城」現象，是否可借鑒日本的政策呢？

有別於中國和香港，日本的年輕人並無置業的負擔。就算住在房價最貴的東京，房租平均只佔月入中位數約六份一。日本的房價在過去的十年幾乎沒有變動，而許多日本公司都會向員工提供房租津貼。日本文化亦沒有像中國「有樓便有財」的概念，結婚前亦不一定有置業的考慮。在上世紀九十年代初日本經濟泡沫爆破後，政府在1993年推出「特定優良租房制度」，向草根家庭提供便宜的租房，以平衡房產與出租住房的供應。根據美國Demographia International Housing Affordability Survey 2016（國際住屋負擔能力調查報告 2016），日本人的家庭收入中位數與房價比值指數是3.9點，意思是日本家庭不吃不喝，可以用3.9年的時間買到一套標準住宅，在世界發達國家排名榜中排行第8位，屬於溫和可承擔類別；而香港的指數則為19，屬於極嚴重不可負擔的首位。

日本物業管理的行業結構

日本的物業管理可以分為出租物業管理(asset management)和公寓物業管理(condominium management，即住宅物業管理)二大塊。其中出租物業管理又可以細分為出租住宅的物業管理和商業物業(寫字樓，商場)管理。公寓物業管理是受《推進公寓管理規範化相關法律》所制約。該項法律在2000年生效，範圍涵蓋公寓管理涉及的所有法律關係，包括物業服務公司及物管從業員的資格規定，服務合約內容標準條款，業主和管業公司各自的權利和義務，以及維修基金的管理等具體問題都有明確規定。另一方面，日本卻沒有法律規管商業物業如寫字樓和商鋪的運作，此類物業的管理多基於合約法，政府的建築，消防，公共衛生及供水供電等相關條例。

日本的經濟已經由二戰後差不多半個世紀的高速發展進入停滯狀態。隨著人口減少，房地產市場極度萎縮，土地價格直線下降，空置住宅不斷增加，房地產市場由買家主導。在房地產業而言，大趨勢是在確保房屋的供應量的大前提下致力提高建築物的質量，鼓勵業主定期維修保養物業，在延長建築物壽命之餘，亦提高了房屋的資產價值。物業管理專業在這方面可以扮演的角色不言而喻。

日本房地產証券化

在日本經濟泡沫爆破後，市場普遍期待房地產証券化可以重新為市場注入動力，從而帶動日本經濟復甦。此等房地產投資信託基金公司(REIT)的投資組合以收租物業(寫字樓，商場，酒店，服務式住宅，整幢公寓)為主，所以特別注意物業管理成本控制及將資產價值提升的功能。物業管理行業因此在這個房地產証券化的潮流下受到認可及重視，而且將房地產營運管理委託給專業物管公司的趨勢亦日益明顯。

日本物業管理的社會背景



日本物業管理的服務內容和基本業務與香港大致相同，包括大廈的清潔，廢物處理，保養維修，環境保護，防火防災，財務會計，購買保險等；不過，日本治安良好，一般商住物業少有僱用保安人員。日本人自十九世紀中葉明治維新以來，漸漸培養起一種集體意識文化，凡事以群體利益為先，人際相處尤重禮讓謙和。這種文化亦體現在物業管理上：一，公眾積極參與物業管理，業主會輪流擔當業主委員會幹事；業主會定期參加集體勞動，清潔大廈衛生；二，業主樂意接受花錢買服務的管理形式；三，業主認為支付物業管理費是理所當然的事，拒絕繳費是不道德的行為，拖欠管理費的個案極少發生。

日本物業管理行業專業化

根據日本現行《推進公寓管理規範化相關法律》規定，物業管理從業員必須通過考試領取執業牌照，從2000年開始執行中高層按揭共同住宅的管理從業員的註冊規程。公寓管理公司亦必須符合指定條件才可在政府部門登記註冊，登錄有效期為五年，期滿後必須重新登記，以確保企業經營能力持續有效。此外又針對高層商廈的管理，從1992年3月開始，由日本建築物經營中心設立了「大樓經營管理士」制度以認證高層商廈管理人員的專業資格。

日本物業管理行業的規範和優化

日本在《推進公寓管理規範化相關法律》中規定成立「推進物業管理正規化中心」，其主要任務是協助大廈公寓業主改善物管服務，為行業訂立標準和守則，向業主組織提供技術支援，及為實現物業管理行業的長遠正規化計劃和監督。

現時日本有多個物業管理的專業團體負責推動行業的發展，它們包括日本公寓管理協會，日本高層樓宇管理協會，日本公寓大廈管理士學會等。此等專業團體的使命是要提升執業水平，培訓專業人材和向公眾推廣宣傳優質物業管理的訊息。除此之外，日本政府國土交通省的住宅局下設的住宅綜合整備課，以及綜合政策局下設的房地產業課等從事有關物業管理的部門會連同法律界，學術界，行業協會和一些地產企業組成聯盟，就改善物業管理的有關法例和行業生態環境進行研究。近年研究重點是防災(地震)措施，舊樓維修和重建，空置樓房處理，住宅區規劃以及環境保護等方面。



香港訪問團察覺是次日方接待單位--集合住宅維持管理學會的執行委員會成員包括有建築師，物業經理，律師，城市規劃師，工程師及大學教授，他們都是房地產業的精英，用自己的業餘時間，為改善日本民眾的生活環境努力。我們期待他們可以在不久將來訪問香港，屆時，我們會一盡地主之誼，以報答他們在日本的熱情招待。

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Terrorism Awareness

Phillip Bretherton **Security Executive**

People are deeply concerned by the astronomical rise in acts of terrorism around the globe. All too often we are reminded by news reports that terrorism has no borders or boundaries and continues to strike and inflict death, pain and suffering indiscriminately everywhere on the planet, so sadly no one can claim to be safe. The terrorists will choose targets for maximum psychological impact and they will methodically study their enemy for any sign of weakness they can exploit. Terrorists will generally avoid decisive confrontations with military or paramilitary forces. Terrorists' organizations fully understand their own strengths and weaknesses their success bears testimony to this. Threats towards high profile buildings such as shopping centers, event centers, hotels and sports stadiums where large crowds of people gather. They are going to be a very tempting soft target for any terrorist organization.

On the 26th November until the 29th November 2008 the terrorist attacks in Mumbai was an eye opening experience to governments around the world. The attacks signaled a new wave of small-arms and bomb attacks on hotels killing 164 people and wounding 308.

More recently on the 13th November 2015 in Paris, Belgian based terrorists executed a series of well-coordinated and devastating attacks using Kalashnikov assault rifles and unleashing suicide bombers into crowds of people killing 130 people and wounding 368.

How terrorists choose their targets

Before any terrorist's cell conducts an operation, they need three pieces of vital information Who, Where, and When

Who

The target will be selected by the leader of the organization and this could be person or a building. This information will be passed onto the intelligence cell. Their assignment will be to collect as much information as possible on the selected target such as movement patterns, general lifestyle, physical layout, security measures and procedures in place. Once all this information has been collected by the surveillance team, meticulous planning will be put into place.

Where

Where the attack will take place

When

When the attack will take place

Now the terrorists have all the information they need to accomplish the attack. All they need to do now is select the weapons - small arms or IED (Improvised explosive device)

Types of weapons used in the attacks



The Soviet 7.62 x 39 mm AK-47 assault rifle - this is the most commonly used Assault rifle in any Terrorist organization. Semi-automatic and full automatic effective range in 300 meters. This type of weapon was used with devastating effect in the Mumbai attacks.

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In the CCTV photo below is one of the terrorists involved in the Mumbai attacks. He was armed with an AK 47 assault rifle and the terrorists had concealed the weapons, ammunition and hand grenades inside their rucksacks. This new type of terrorist tactic targets densely populated sites such as hotels, sports stadiums and shopping malls targeting innocent people going about their daily life. This attack is a very difficult to defend against.



In all probability the most deadly weapon in the terrorist's arsenal is the Improvised Explosive Device (IED). This weapon can come in many forms ranging from a simple pipe bomb which can be thrown by the terrorist to a sophisticated device capable of causing massive devastation and loss of life. IED's can be carried or delivered in a package concealed on a person or by vehicles in the form of a car bomb Vehicle -Borne Improvised Explosives Device (VBIED).



The Provisional Irish Republican Army (IRA) used the car bomb very effectively against the British government in Northern Ireland and on the UK mainland. On the 21st July 1972 the provisional IRA detonated 22 car bombs in less than two hours across Belfast (Northern Ireland) killing nine people and injuring 130. In December 1983 the provisional IRA targeted one of England's famous landmarks Harrods Department store using a car bomb which killed 6 and injured 90 people. April 1993 a massive IRA truck bomb devastated London's financial district killing 1 person and injuring 44 people and causes hundreds of millions of pounds worth in damages.

The suicide bomber is a very successful way of transportation of an IED to the intended target because they give the terrorist the ability to conceal the device. Suicide bombers have been named the weapon of psychological warfare to instil fear into the population. One of the most devastating suicide attacks was on the world trade centre in New York which was destroyed by two hijacked air planes crashing into the building by terrorists.

Types of IED's

Suicide bombings are particularly shocking on the account of their indiscriminate nature. Intending to kill anyone within range the victims being mostly unsuspecting members of the public going about their daily life. The suicide bomber will hide their bombs underneath their clothing, carry them in backpacks, vehicles and even in bicycle frames. On the 7th July 2005 suicide bombers concealed their IED's in backpacks and unleashed series of well-coordinated suicide bombings in London (England) killing 52 people and injured over 700.



A well-known method of another attack is letter bomb. The letter bomb disguised as letters are posted through the mail and when opened they explode killing or seriously injuring the victim.

The letter or parcel bomb is a simple terrorist bomb (IED) that has been used by many terrorist groups in the past to considerable effect.

We may identify a letter bomb by inspecting the letter or parcel for lumps and unusual bumps. When inspecting, never apply pressure to the letter or parcel as this could trigger the device to blowup, look for any oil soaking through the package and any protruding wires. If you are suspicious about any letters or parcels, phone the emergency services.



What shall Facility / Property Managers do?

If you discover a suspected device, you can use the system called the 4 C's

1. Confirm
2. Clear
3. Cordon
4. Control

1. **Confirming** your suspicions need a bit of thought why are you suspicious? Let's say you're working in a venue and you notice in the large reception/ meeting area where a small bag has been left unattended. Immediately you are suspicious. There are lots of other bags in the reception but they are all accompanied. So you have to confirm or allay your suspicions by communicating with the reception or the concierge but bearing in mind sensibly turning off any electronic devices such as mobile communications. Do they know who the bag belongs to? If you cannot find the owner of the bag, you have decisions to make. You've confirmed your suspicions the bag is a threat.
2. **Clear** means clear the area of people and move them to a safe area so that no one will be killed or injured if your suspicious item turns out to be a bomb.
3. **Cordon** the area off at a safe distance to stop anyone inadvertently entering the danger area.
4. **Control** - the last of the 4C's and by this we mean to control the whole situation. This will involve ensuring the cordon remains intact that everyone is accounted for and the emergency services are called for you. Always ensure if possible that the person who has seen or discovered the suspect item is available for the police or bomb squad to interview.

Prevention from Terrorism

Extremism and terrorism has been an increasing threat over the years to countries around the globe. Governments are deeply concerned about this growing threat of extremism and terrorism.

Combating acts of terrorism is a tough job we can never be fully prepared. Personally I think one of the best security measures in preventing from the acts of terrorism is help from the local community and the Facility/ Building managers of various facilities and properties.

Early recognition and reporting of suspicious activities and detecting surveillance is the first line of defense against the terrorists. Awareness of what is happening in your surroundings and the properties you manage is absolutely vital. In February 2004 a young woman employed at a storage unit in London became suspicious of the activities of two men. She reported to the police that they had rented a storage unit and filled it with a large amount of fertilizer, Agricultural fertilizers such as Ammonium Nitrate can be used in making improvised explosives such as ANFO. The two men were immediately placed under surveillance by MI5's A4 branch (surveillance). Due to the young girl's acute observation and actions, MI5 and the police managed to prevent the terrorists from detonating a massive homemade bomb which would have killed and injured hundreds of people in the center of London.

It is imperative that in the fight against terrorism all must be very vigilant and anything you observe as suspicious should be reported to the police. Your information could just save the lives of innocent people.