

IN THE GRENFELL TOWER INQUIRY

PHASE 2 WITNESS STATEMENT OF LUKE TOWNER

I, Luke Towner, previously of Flat 171, 20th Floor of Grenfell Tower, Grenfell Road, London, W11 1TQ, WILL SAY as follows:

1. This statement should be read alongside my Metropolitan Police Statement dated 21 June 2017 (MET00007376). I consent to this being disclosed to the Inquiry for use in evidence.

Background

2. I lived at Flat 171 Grenfell Tower with my partner, Emma O'Connor, between 17 July 2012 and 13 June 2017.
3. I detail on page 3 of my MPS statement our experience on 14 June 2017.

Fire safety systems

4. I list below the defects I identified prior to, during and post the refurbishment:

Lifts

5. There were two lifts in the tower. The lifts would regularly break down every few weeks, often one lift would be broken down. I reported this issue to the TMO during the refurbishment period; I did so by calling them and the response given to me was that builders were working and using them for their work. There is no record of my complaints about the lifts in my housing file.

The Flat doors, including the self-closing devices and smoke seals/strips;

6. The flat door was not replaced whilst we were living at Grenfell Tower. Our flat door was very light. It was not solid wood; it felt like it was made of PVC or had a PVC outer case. It did not self-close, however, when the window was open the door would slam shut. I was not aware of any smoke seals or strips around the door.

Communal doors throughout the building (including the stair doors) including the self-closing devices and smoke seals/strips:

7. The communal doors throughout the building were different to the flat doors. In comparison the communal doors on our floor were a lot heavier than our flat door. They were heavy wooden doors with glass panels. They did self-close but did not have any smoke seals or strips around them as far as I was aware.

Windows, including the window reveals and kitchen extractor fans;

8. The windows, including the window reveals and kitchen extractor fans were a big issue when we lived in Grenfell Tower.
9. Our windows were replaced in the refurbishment in August 2015. The windows were installed poorly and were not filled properly. When they installed them, they removed the original wooden frame and covered the concrete with plastic. They added no sealant to the windowsill. This left a gap underneath it about a finger's width.
10. Shortly after the windows were replaced one of the joints snapped in the window between the kitchen and the front room. The snapping of the joint meant that some of the metal bent and therefore the window would not close. The first time this happened, Emma emailed the TMO and received a call from Claire Williams. Claire Williams informed Emma that she would get someone to come and look at the window. Shortly after, Claire Williams and a male (who I assumed was from Rydon) attended to look at the window. They also showed us how to use the window correctly. We made sure we used the window in the way in which we had been shown, however this was no different to the way we had already been using it.
11. I have been shown an email by my solicitor dated 16 October 2015 from Chris Holt to Ben Bailey cc'ing Lynda Prentice and Simon Lawrence at Rydon stating *"they have expressed their concern that some of the window handles are not 100% straight when in locked position facing down. I have spoken to Taff who said they are within tolerance but TMO will need assurances that there is nothing wrong with them and he suggested that we ask for a visit by the manufacturer. The Clerk of Works will be inspecting the properties soon for the hand over and will pick up on this as well."* (HAR00016065). I

remember Emma mentioning to Claire Williams and the other person that attended that when we closed the window in our bedroom the handle was not straight.

12. I have also seen a further email dated 16 October 2015 from Chris Holt to Ben Bailey cc'ing Lynda Prentice and Simon Lawrence stating "*Flat 171 has a hinge mechanism that is broken. I have just visited the property with Claire from TMO who has now accepted that the damage has been caused by the resident and will pay for its replacement.*" (HAR00016064). The damage was not caused by us. The hinge broke when I was closing the window from a tilted position.
13. I think was around 3-4 week later that somebody attended to fix the window replacing the metal hinge. Whilst he was there he asked me if we put the tumble dryer vent tube out the window. I showed him that we only did this when the window was fully open. He said that should be okay.
14. I have been shown by my solicitor an email dated 3 December 2015 from Chris Holt to Claire Williams which states "*On the final inspection with Jon at 171 Grenfell Tower this morning, we noticed that 2 No. window restrictors were missing. The resident has told us that they removed them themselves and refused to have them fitted back.*" (TMOH00011338). We only took the window restrictors off as I kept catching my hand on them. I vaguely recall someone talking to me about the window restrictors but people were in and out of our flat all of the time during the refurbishment so I could not be specific about when or who they were. I recall I was told we were not supposed to take them off but I was never explicitly told to put them back on. We did not have any use for them as they we understood they were essentially child locks. The restrictor did not affect how far the window opened, when it was opened in a tilted vertical position it just prevented you from fully opening the window. To fully open the window you had to release the restrictor using a key. We only really opened the windows in the tilted position, unless we were using the tumble drier.
15. My solicitor has shown me a letter from the TMO dated 7 December 2015 addressed to Emma stating that we had removed the window restrictors. (TMOH00006047). I open all of our post and never saw this letter.
16. Despite us using the window as directed the exact same hinge broke again. This time it did not snap but it bent. We reported this again. I cannot remember if we reported it to Lynda Prentice or one of the other workers on site. Somebody, who I assume was from Rydon, attended to fix the window. I pointed out to them that it was exactly the same hinge as had broken before. When the person attended we were informed that we would

have to pay for any future repairs, as they said that it was our fault as we must be opening and closing the windows wrong. I pointed out that this was not true and it was clear from the fact it was the same hinge that had broken again.

17. I have also been shown an email dated 24 May 2016 which states that we reported the window was broken again and further states we broke the window by putting out the flexible vent from the tumble dryer (RYD00079247). We only put this out when the window was open fully. This did not break the window. It is shown by the directions leaflet from Rydon that the window could be opened wide (RYD00044763). There is no way the tube would break the window whilst open wide. I had not seen a copy of these directions at the time, but the directions are the same as explained to us by the person who fixed the window.
18. The hinge broke again; it bent about a month or two later when I went to close the window from the tilt position. Again the window would not close. We reported this to the TMO who said they would contact Rydon. We received a call from either Claire Williams or Lynda Prentice stating that they had received evidence that the damage to the window was due to us and so we would have to get it repaired. I explained that we were using the windows as directed and it was clear that it was an issue with the window as the exact hinge had broken again. We disagreed and then I hung up the phone. I found her to be quite rude. As it was not our fault that it had broken we did not feel this was fair. The window was constantly open from that point. It was still broken on 13 June 2017.
19. We experienced other issues with the windows including small bugs which I think were silverfish appearing from underneath the windowsill. I think this was because the windows were not sealed properly.
20. The kitchen extractor was also replaced during the refurbishment. They attended our flat three times to fit the extractor fan. It was initially fitted the wrong way around; it was therefore removed and refitted. When it was refitted, it was not air tight into the wall. The fan was very loud. Emma took a video of it, to show how loud it was. [LT/1]. I had to take the wind guard out because it was making so much noise. I removed the interior face plate then I removed the extractor fan itself from the inside whilst being careful not to damage any of the wiring. Then I removed the wind guard from the inside, then re-attached the extractor fan and the interior face plate. I contacted either the TMO or Rydon the following day to inform them that I had to remove the wind guard as it was making a loud noise due to the wind. Once the wind guard was taken out of the extractor

fan the noise stopped. The extractor fan did not work adequately. We would often smell cooking from another flat through the extractor fan or the gaps around the windows. It also let in a draught.

Fire Safety Signage, Escape routes and Emergency lighting

21. There was no fire safety signage on our floor. I have no memory of any other fire safety signage either.
22. There was no information given to us regarding escape routes after the refurbishment. Before the refurbishment, on the day we signed the tenancy agreement, we were told that in the event of the fire in our flat the escape route was via the stairs and the meeting point was by the basketball courts. I mentioned that my partner was disabled and would struggle with the stairs. They said to then use the lifts. No other emergency evacuation procedure was discussed with us.

Smoke control or ventilation system

23. I would hear the smoke control system running occasionally. It did not seem to work on the night of the fire as when we were leaving the building the smoke had reached our floor and when I opened the bin shoot to dispose of some rubbish a large amount of smoke came out.

Smoke alarms

24. On the night of the fire, I did not hear a smoke alarm go off. The alarm in my flat had gone off previously but not the main smoke alarm system. On 13 June 2017 I think the main smoke alarm system was turned off due to ongoing gas works.

Fire Safety advice

25. We were made aware of the stay put strategy on the day we signed our tenancy agreement on 17 July 2012. We were given fire safety information which simply said stay put unless told otherwise and confirmed the meeting point was the basketball courts. However, this must have changed after the renovations, as a school was built on the court. Near the end of the refurbishment Janice Jones, who was the neighborhood safety officer, knocked on our door and confirmed amongst other things that the stay put was still in place.
26. Emma's mobility issues were never taken into consideration. Emma informed the TMO of her medical situation, but as explained above, we were informed that in the event of a fire to use the lifts.

Fire safety complaints

27. When I was younger I would sometimes work with my father, who was a landscape gardener. He also built conservatories. I assisted him and therefore I have observed the procedure of insulating a conservatory. Whilst the cladding was being installed, I thought to myself that it must be necessary to use fire retardant material on buildings the height of Grenfell Tower. I therefore asked one of the contractors whether the materials being used were compliant with building regulations for high-rise buildings and whether they were using fire retardant insulation. He responded that he was "unsure" and would need to get the manager to speak to me.
28. Lynda Prentice from Rydon came to speak to me about the insulation. She assured me that the materials were fire retardant. I then asked her about the cladding and whether it passed the fire safety checks. She again assured me that it passed all fire safety tests before it was purchased. I was satisfied with her response and I had no reason to question her.
29. Rydon originally informed us we could have our boiler installed in the hallway or in the cupboard in the front room. They later informed us that the boiler had to be installed in the hallway. I remember Edward Daffarn came round to talk to people about this issue. I signed a petition asking for the TMO to allow us to put the boilers in the cupboard in the front room. Rydon came round to install the boiler and they installed it in the hallway. It was really cramped after they installed it and they refused put it in a cupboard.

Complaints of Disrepair

30. I did not feel that my complaints were effectively dealt with by Rydon or the TMO. I signed a petition sent round by the Grenfell Compact complaining about the standard of the work completed by Rydon (RBK00000975).
- I note that my complaints were not recorded in the copy of the Housing File which was obtained by my legal representatives despite multiple requests for the relevant information.
31. Other complaints we made included issues with our hot water, mould and a leaking pipe.

Power surges 2013

32. We experienced power surges in 2013 which damaged some of our electrical appliances. When the power surges happened we lost £2,000 worth of electricals but we were only given £200 compensation (RBK00013825)

AFTERMATH

Emergency Shelter and Accommodation

33. Within the first couple of days after the fire I attended the Rugby Portobello Club. Emma and her mum collected some clothes. We also collected mobile phones, laptops and money which had all been donated.
34. We attended the Westway Centre. Here we were given food. We were also given information regarding collecting donations and how to obtain our birth certificates.
35. After the fire, on the 14th June, we stayed at Emma's mum's house for 5-6 days. Emma's mum lives in sheltered accommodation and they let us stay in the guest room. However the beds were too hard for my back and so we stayed in Emma's mum's bedroom.
36. On I think the 16th June we attended the Westway Centre to speak to RBKC. Later that day RBKC called to offer us a hotel room on the 10th floor. Emma originally spoke to them but she became upset explaining she could not take the room as she did not feel comfortable taking a room that high up due to the fire. I took over the phone call and explained that Emma has mobility issues and therefore it was not appropriate. The next day we returned to the Westway Centre and were then offered the Mercure Hotel in Earl's Court.
37. We were at the Mercure Hotel for about a month. The location of the hotel was not too bad. However, the hotel room was quite cramped making it suitable only for temporary living. We used to eat at food places in the local area as the hotel did not have much choice.
38. Whilst we were at the Mercure Hotel the toilet broke. We spoke to reception to ask for the issue to be resolved and they informed us someone would come to fix it in the next

few days. In the meantime we were told to use the toilet 3-5 floors down. Due to Emma's medical needs we needed a bathroom available in the room. We rang the council and they said they will sort something out and let us know as soon as possible. Then we got a call back an hour later and were informed there was a room available in Park Plaza London Park Royal and they arranged a cab for us.

39. The room in the Park Plaza Park Royal Hotel was bigger. However, it had a door which led to the adjoining room. The door was locked, but whoever was in the next room would try and open door which was very disturbing and made Emma feel uncomfortable. The period staying in the hotel was very stressful.

Basic Provisions and Financial assistance

40. I felt that the emergency and financial payments were enough to cover our needs. We were also supported by our families. My brother brought us some clothes and essentials whilst Emma's family supported her with financial contributions to keep us going.

Psychological Support

41. Emma was contacted by the TMO on 14 June 2017 to confirm if we had managed to get out of the Tower and if we were okay. In this phone call they did not offer any support and they did not call back at a later date to check how we were.
42. There was no psychological support offered in the initial aftermath of the fire. We were appointed a key worker a week and a half after the fire.

Information and Assistance

43. The information for finding out about support available in the initial aftermath of the fire was very limited. There were a few leaflets which explained about some services available to us. I do not recall which services specifically. However, it was not until we were allocated a key worker that she was able to explain things to us such as getting rehoused and other financial support available.

Needs of Specific Groups

44. Emma's needs were not adequately met throughout the immediate aftermath. For example, we were initially offered a room on the 10th floor which was not appropriate.

Coordination and Leadership

45. We did not see anyone from Central Government, RBKC and the TMO providing coordination or leadership during the aftermath.

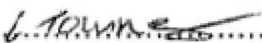
Housing issues with RBKC

46. We stayed in the hotel until March 2018 when we moved into permanent accommodation. Throughout the rehousing process RBKC were not supportive or alive to our needs. They offered us properties which were unsuitable and at times tried to force us into private accommodation with a private landlord. An example of this was when we viewed a property in Bayswater which had steep steps to the basement and two steps up to the kitchen. This was obviously not suitable given Emma's mobility issues.
47. We were initially unable to move into our flat as there was a leak which flooded the flat. The flood occurred due to an issue with the washing machine pipe and an incorrectly fitted stopcock. I had raised concerns regarding this stopcock but I had been informed that it was fine. When I called Peabody to inform them about the flood they told us it was our responsibility. I did not contact RBKC as we had been told that Peabody was our landlord and the main point of contact. Peabody fixed the stopcock but we ended up having to sort out the flooding problem ourselves. I spent hours mopping up the water and it took over a week to resolve the issue. There are still issues of damp due to the flood.
48. We have made a number of complaints about our current property to Peabody, to our keyworker and to the neighborhood manager Christopher Monk. These include a leaking bathroom tap which is causing mold and damp. Again it feels like our issues are being ignored.

Adequacy of Response and Lessons Learned

49. After the fire, in the first months everything was unstructured. It was unclear who we were meant to speak to regarding obtaining the support we required. The TMO were not present and it felt like this was a way of them deflecting blame and avoiding responsibility.
50. The lesson that needs to be learnt from Grenfell is to put the needs and welfare of tenants above profit margins.
51. **I understand that this statement will form part of the evidence before the Inquiry and will be published on the Inquiry's website in due course.**

I believe that the facts in this witness statement are true.

Signed. 

Date. 25-02-20

Luke Towner