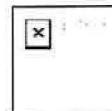


GRENFELL TOWER PUBLIC INQUIRY

EXHIBIT BE/2

This is “**Exhibit BE/2**” referred to in the Witness Statement of Brahim El Amine.

Dated: this 4th day of March 2020



Independent Adjudicator
ia@katrinarobinson.org.uk

Tel: [REDACTED]

Date: 25th January 2019

RBKC Ref: COM0158

IA Ref: BE/02/18

Mr Brahim El Amine
[REDACTED]

By email and post
[REDACTED]

Dear Mr El Amine

Stage 3 complaint against the Royal Borough of Kensington and Chelsea

I have now concluded my investigation of the complaint you made to me, and I am writing to you with my final decision. This letter sets out that decision based on the information I have secured as part of my investigation: the decision is that I uphold your complaint.

The experience of being evacuated from your home on 14th June and witnessing the fire in Grenfell Tower must have been incredibly frightening and distressing for you and I hope, in time, that you can recover from that ordeal. I would also like to reiterate how very sorry I am that your father recently passed away and I hope you are able to visit your family in Morocco soon.

The purpose of the letter is to explain the reasons for my decision. It

- sets out my understanding of your complaint
- says how the law applies to your complaint and/or refers to the relevant policies and administration
- reviews the key facts in your case
- provides my analysis of your complaint
- sets out my conclusions.

1. Complaint

You lived at 106 Grenfell Walk and were evacuated on 14th June 2017 as a result of the fire in the Tower. You initially slept in your car, then stayed with a friend for five weeks until moving into the Hilton Kensington Hotel. You found the hotel too noisy so you then moved temporarily into Flat 2, 23 Faraday Road on 19th January 2018. You remained at Faraday Road and later accepted accommodation at your present home ([REDACTED]). This property was specifically purchased by the Council to be used as a permanent home for Grenfell survivors and the bereaved and the Council refer to it as an 'acquired property'.

On 19th October 2018, you signed a secure tenancy agreement for [REDACTED] whilst you were in the property with Council employees. It was clear on that day that the heating and hot water wasn't working and so you moved back to Faraday Road. A large amount of your clothing and possessions were delivered to [REDACTED] two days later as previously arranged, but you stopped future removals until you moved in. This had the effect of half your belongings being in [REDACTED] and half in Faraday Road which was frustrating and inconvenient for you.

You feel as though the Council did not take adequate or prompt steps to identify and rectify the problems with the heating and hot water, nor subsequent items of repairs needed that you identified. You were mainly left dealing with contractors, waiting in [REDACTED] for repairs people to show up and regularly chasing those contractors for updates.

It took until around the 21st November for the heating and hot water issue to be rectified. However, you did not move into [REDACTED] until 17th December 2018 because other outstanding works had not been concluded. Whilst these other issues could have been carried out whilst you were living in the property, you had lost faith with the Council's ability to carry out repairs and you were also encouraged to stay in Faraday Road by Alexandra Howells (Allocations Officer) until everything was repaired. Also, when you did move in, the boiler stopped working on 21st December because of an issue with the thermostat again, so you spent a night in the cold until it was repaired the next day.

You were aware that your father who lived in Morocco was unwell but you were unable to visit him as you were so busy trying to sort out the repairs in [REDACTED]. Very sadly, he passed away before you had a chance to travel there. You were also due to visit your family in Morocco in June 2017 but were not able to because your passport and travel documents remained in Grenfell Walk and you were not permitted access by the Police to obtain them. Therefore, it was even more painful for you to not be with your father when he passed away and to not have seen him beforehand.

Your complaint can be summarised as follows:

- a) That the Council shouldn't have asked you to sign the tenancy agreement for [REDACTED] when it wasn't ready for you to occupy.
- b) That it has been you chasing up repairs people and contractors to fix things, particularly the hot water and heating, though also with the intercom, thermostat, blocked bathroom sink, washing machine, dishwasher cover door, letterbox key, kitchen extractor fan, hallway vent cover, damaged kitchen worktop, a kitchen drawer that would not shut and such like. You have said that many contractors and sub-contractors would either turn up late, not turn up at all or would make things worse in their attempts to repair.
- c) The Council have failed to keep their timelines for repairs and have not worked to the standard expected of them both in terms of appointments and standard of repairs.

You say this has affected you in the following ways:

- i. You are angry that much of the organisation of the repairs was left to you meaning you had to frequently travel between Faraday Road and [REDACTED] as well as sitting, sometimes all day, in [REDACTED] to wait for contractors to attend.
- ii. The fire at Grenfell Tower left you extremely traumatised and you have been waiting almost 1 ½ years for a secure home. The fact that you couldn't move in on 19th October and had to wait a further two months did not help with your recovery process.
- iii. You feel as though the Council were not listening to you or caring about you and you said it felt like the 'old TMO days'.

- iv. Your continual organisation of the repairs and appointments meant you missed saying goodbye to your father and you blame the Council for this.

As a resolution you have told me that you want to be able to report your repairs to one person and for them to deal with delays and missed appointments. You also want compensation for the problems you have suffered.

2. Relevant law, policies and administration

I am appointed to investigate, independently of the Council, complaints where there has been an administrative failing or service failure of some sort causing detriment or harm to the complainant. So, for example, I look at claims that there was a delay in doing something or failure to follow a procedure. If I find fault I may suggest a remedy. I cannot question the contents of any Council policy no matter how much someone might disagree with it; I cannot determine how the Council spends its money and prioritises its resources; I will also not normally challenge an officer's professional judgement unless it was clearly unreasonable.

Even if there was fault, however, it is possible that I still could not help except, to ask the Council to review any flawed procedure or put in place steps to avoid the fault in the future. Normally, I require a complainant to have suffered a clear injustice which has had a significant detrimental effect on them before investigating their complaint.

3. The investigation

As part of my investigation, I have:

- Considered carefully your written complaint including your Stage 1 and 2 Complaints and the Council's response to them.
- I have considered a number of documents sent to me by the Council and the emails you forwarded to me to support your complaint. Those emails are between you and Council staff and contractors.
- Met with you in your home on 8th January 2019 for around two hours and we have clarified some issues by text message and email.
- Interviewed the following people (on the telephone) who work for the Council:
 - Glen Edmondson – Resettlement Officer (employed by Peabody)
 - Alexandra Howells – Allocations Officer
 - Andrew Lay – Housing Management Contract Worker
 - Sarah Muluta – Property Manager
- I did not identify any Council policies and procedures applicable to your complaint apart from the document regarding repairs for properties the Council has bought. I discuss this below and even though it is for internal use only, I have included it within this letter so you can understand the Council's obligations to you.

4. The Council's view

In their Stage One Complaint response letter to you dated 28th November 2018, the Council agree that you had experienced poor service from their contractors and sub-contractors. They say *'We accept we should have carried out more rigorous checks before you moved in, and are undertaking more robust pre-tenancy checks from now on'*.

When the Council acquired a property for a Grenfell resident, they have correctly pointed out that some of them are left empty for long periods of time and this can cause the deterioration in some

services such as heating and hot water. They wrongly say that this is why your boiler wasn't working, which was not the case of course, it was because a second gas valve had been turned off.

In their Stage Two response, the Council apologises for the length of time it has taken to conclude the works and that you were still having to chase contractors to get repairs finished.

It is the Council's view that they have learnt from their mistakes, have implemented new processes as a result and they have apologised to you.

5. My Analysis

On 19th October 2018 you were met at the property by Alex Howells, Glen Edmondson and Sarah Muluta. You signed the tenancy agreement that day, but it was then discovered that the heating and hot water were not working. You were clearly not able to live in a property without these services and so had no choice other than to move back to Faraday Road and it is fortunate, therefore, that you had not given up possession of that property.

I have also checked with the Met Office regarding the average temperature in October 2018 for West London; the mornings and evenings would have been 6.5 Celsius outside and of course becoming colder as the year went on. That is certainly too cold to reside in [REDACTED] without heating.

Aside from the issue of the hot water and heating, other repairs were required which were either discovered before you moved in or after you did.

I have had sight of a substantial number of emails between you, Glen, Alex, Sarah, the contractors Tempus and Mitie and subcontractors Green Contract. It is abundantly clear that at times you were let down by contractors failing to turn up, turning up late or not completing repairs adequately or at all. I do not intend to list all of those failed appointments as there are so many of them. It is also clear that you were often contacting the contractors and sub-contractors yourself to try and rectify the situation and even after you finally moved into [REDACTED] you established that the new washing machine was not working and that was not replaced until 7th January 2019.

As you found yourself to still be chasing contractors and being let down by them you asked for your complaint to be escalated to Stage 2 in an email dated 29th November 2018. Within your Stage 2 Complaint you said that a second gas valve was situated under the fridge freezer and had been boxed in when the kitchen was fitted by Mite.

Given that the fire in Grenfell Tower was possibly caused by a faulty fridge freezer which had overheated, the fact that yours was sitting on top of a gas valve gave you a great deal of concern and you have told me it made you feel nervous. In your Stage 2 Complaint you said "*...Mitie pulled bits & pieces to access the valve which stupidly is placed under the fridge freezer (appliance subject to overheating)*". The Council responded to you on 18th December 2018 to say that the fridge freezer is under warranty and Glen Edmondson '*will visit you to discuss how to contact the manufacturer to resolve the problem*'.

I have seen no evidence that anybody in the Council spoke to you about your Stage 2 Complaint and if they had, they would have realised that your concern was about a possible fire if the fridge freezer did overheat. I find their response that you will be contacted about how to raise the issue with the manufacturer (when they thought it was overheating) to be completely unacceptable and, frankly, astonishing to be said to any person let alone somebody who had survived the fire on 14th June 2017 which might have been caused by a malfunctioning fridge freezer.

Because of this miscommunication, I am pleased that the Council have already altered their process so that residents will be contacted in person when they first raise a complaint to seek clarity on the issues.

I have discussed the process for raising repairs in acquired properties with Andrew Lay and Sarah Muluta. I have also talked to them about the steps they take to ensure a property is ready for a person to move into.

Readiness for Occupation

When a property is ready to be occupied after the works have been completed, it is inspected by the contractor (Mitie in your case) and a Surveyor from the Council for a formal handover. During this process, the property is inspected visually and gas and electrical safety certificates are checked. During this handover, the functioning of the boiler and the presence of electricity is not checked, nor any sinks for blockages.

Sarah Muluta's role as Property Manager is to visit the property after the handover to establish the location of water stop-cocks, gas valves, electricity metres and such like are located. This is so the new resident can be given this information when they move in. The process also includes checking the boiler is working so the property has hot water and heating, as well as ensuring that bathroom and kitchen sinks run free. Sarah visited the property for this purpose on 17th October 2018.

I have seen the Pre-Tenancy Inspection report prepared by Sarah on 17th October 2018. That form as completed does not mention that the boiler could not be turned on, nor does it mention anything about a letterbox key being absent. It does make it clear that the gas, electric, water meters and stop cock could not be located. The pro-forma document that Sarah completed in my view requires a number of amendments which I have included as a recommendation. It needs to be redesigned so the following matters are checked and noted down and, importantly, a clear decision if the property is ready to be let or not. It needs to include:

- Who was present at the inspection with all persons signing the form.
- That all installations have been checked as working including washing machines, dishwashers, microwaves etc.
- That the boiler is functioning and hot water and heating is available.
- That the electricity functions in each room
- On the area marked 'Fire Action', where the evacuation displays were situated in the building and, if none, a comment on whether they are necessary.

This is not a comprehensive list and I leave the complete contents of that pro-forma to the Council. I also consider it would be of great benefit for all Grenfell residents (if not all RBKC residents) to have a leaflet within their Tenancy Pack setting out precisely where the utility meters, gas valves, stopcocks etc are within the property, preferably with photographs. This of course would be bespoke for most properties and I leave that to be considered further, with my recommendation, and it is perhaps something that the contractors carrying out the pre-tenancy works could be involved with. Such a document would be of benefit to the Council and residents alike.

I also recommend to the Council that they consider the benefit of amending the handover process for all RBKC properties. This would include a physical check to establish if the boiler and electricity functions regardless of the presence of up to date certificates and that sinks and the toilet flow freely.

On the day that Sarah attended [REDACTED] she could not get the boiler to work. She has explained to me that because the boiler had passed a gas safety check on 24th May 2018, she assumed it was working but that she simply didn't know how to use it. Of course, as you now know as I set out above, that Mitie had turned off the second gas valve which was situated under the

fridge freezer and then boxed in (and so hidden) by Mitie when they fitted the new kitchen. It was that hiding of the second valve that caused you weeks of problems in sorting this out.

Sarah completely accepts that she should have reported the boiler as not working on that day. I have also borne in mind that at that time Sarah was the only person carrying out this task for all properties accepted by former residents of Grenfell Tower and Grenfell Walk so she was exceptionally busy.

As a result of the problems you have experienced, the Council now tell their contractors to leave all gas valves open to ensure no problems of the type you experienced will happen again.

Repairs

Sarah is also responsible for arranging repairs after a person has moved in and her name and mobile number (as well as her colleagues) are on the 'How to Report Repairs' sheet which is at the back of the Tenancy Pack you were given.

You have told me that Sarah rarely responded to your emails and text messages and that made you cross. Sarah has explained to me that she was the only person in the Council dealing with these tasks until an additional colleague was appointed to the team. Sarah has explained to me that when she received emails from you she would forward them onto a colleague to deal with simply because of the volume of work she was receiving. She has told me that she would review those tasks she had forwarded on and completely accepts that it was not right for her to fail to respond to you directly and will do so from now. I understand that Sarah is now in contact with you regarding the repair to the open vent in the small corridor immediately outside of your front door, to ensure that is repaired.

I am satisfied that Sarah failed to report the boiler as not working and failed to respond to your emails simply because of the pressure of work. However, this has clearly had a very negative effect on you and has left you feeling angry and upset. In order that you and Sarah can continue to work together, I have recommended that she apologise to you in writing and that a copy of that letter be sent to me as well.

I am pleased to hear that you have felt very supported by Alex Howells and Glen Edmondson and are grateful for the help they have given you. You have noted that even though it's not Alex's job, she stepped in and helped you sort out the boiler issues.

The Council's Repairing Standard

The Council have a separate repairs standard for acquired properties which I have mentioned above. This is not to be considered a policy or a procedure but more of a guideline. The Council made a commitment to those who lost their homes in the Grenfell tragedy to provide them with homes, not just places to live and so the repairs standard for them is more bespoke and tailored to their individual needs. That approach is absolutely right.

I have attached this Repairing Standard at Appendix One at pages 9 to 11 of this letter for your future reference.

As you know, some of the repairs to your home are the responsibility of the freeholder and I note that the Council have carried out works to the communal areas themselves in order to ensure they happen quickly. These works have included fire checks and work in the communal areas. This course of action has been beneficial to you and I thank them for it. For future reference, the intercom handset in your home is the responsibility of the Council but the box on the main front door is the freeholder's. If you think your intercom is not working therefore, it might help if you ask if your neighbour's intercoms are broken too and then you'll know how to report it.

The Law Regarding Repairs

The Council's legal duty to carry out repairs to your home is contained in two main places; your tenancy agreement and a law called Section 11 of the Landlord and Tenant Act 1985.

In your tenancy agreement, the Council agree to repair those things which are set out in Clause 3. That includes the installations for the supply of gas, water, electricity, heating, sanitation including baths, sinks and toilets. The law I mention above mirrors what is in your tenancy agreement. The question I have considered is whether it was in disrepair because the second valve under the fridge freezer had been turned off, rather than something going wrong. I have come to the conclusion that as the gas supply was not reaching the boiler because of an act or omission by the Council's contractors, it could be said to be in disrepair as something had to be done to 'repair it' to provide heating and hot water.

At Clause 5.3.2, you are responsible for unblocking your sink if it becomes blocked. The sink in your bathroom was blocked from at least the date you signed the tenancy agreement to the date you moved in. The free movement of water in this sink had clearly not been tested. As contractors failed to remove the blockage, you poured around 4 litres of 'Mr Muscle' into the sink which eventually cleared the blockage. As this was an existing blockage not caused by you, I have recommended that you be reimbursed for the cleaning agent you purchased.

The law expects the Council to carry out repairs within a reasonable time frame and to a reasonable standard. It is my finding that apart from a few exceptions, they have failed in this regard.

Noise from upstairs

Whilst it does not form part of this complaint, you have informed me that the people who live above you are very noisy and often wake you at 2am or 3am by loud banging noises on the floor. I will be raising this with the Council who will discuss it further with you.

So, for the reasons I give above, my decision is that I uphold your complaint and I believe that it is remedied by the following recommendations I have made to the Council within the time frames suggested:

- a) **That you be compensated in the sum of £2,000* within 10 working days from the date of this letter.**
- b) **That you be refunded for the 4 litres of Mr Muscle purchased by you which I estimate to be £35 within 10 working days from the date of this letter.**
- c) **That your sole contact for reporting repairs will be to Sarah Muluta either by telephone, email or text message. Ms Muluta will respond to you within 24 hours during a working week of receiving it to let you know the action she has taken (which might include giving it to a colleague to action). ****
- d) **That Ms Muluta apologise to you in writing in respect of the failure to test the boiler on 17th October 2018 and for not responding to all of your emails. That letter is also to be copied to me and to be received by you within 10 working days of the date of this letter.**
- e) **The Council review the Pre-Tenancy Inspection Report within 8 weeks of the date of this letter.**
- f) **Within 10 weeks of the date of this letter, the Council consider the benefit of reviewing the handover process for all RBKC properties to include the functionality of gas, electric, toilet flushing and sink drainage**

- g) That the Council, within 3 months from the date of this letter, consider the benefits of having bespoke documents within the Tenancy Pack setting out the location of utility meters, gas valves, stopcocks and fuse boxes.**

*In calculating the level of compensation I have taken into account the period the property was uninhabitable for (£500). The avoidable time and trouble you were put to in chasing the contractors (£500) and £1,000 for the distress which I find to be severe, prolonged and affected you more because of the trauma caused by the Grenfell Tower fire. I have used the guidance provided by the Local Government and Social Housing Ombudsman with these calculations.

****If you need a repair urgently and it is outside of normal office hours, then you need to contact Tempus on [REDACTED] They are available 24 hours a day, 7 days a week.**

This completes the third and final stage of the Council's complaints procedure. If you remain dissatisfied you can pursue your complaint with the Local Government Ombudsman, whose address is:

PO Box 4771
Coventry
CV4 0EH

Tel: [REDACTED]

Text: 'call back' to [REDACTED]

Website: www.lgo.org.uk

If you wish to ask the Local Government Ombudsman to look at this, then the deadline is 12 months from the date of this letter. In exceptional circumstances, the Ombudsman will accept it later than the 12-month period.

Yours sincerely



Katrina Robinson MBE
Independent Adjudicator