
From: Fahed Barakat [REDACTED]
Sent: 03 December 2015 09:00
To: jmblakeman
Subject: RE: Response to Stage 1 Complaint 105759

Dear Cllr Blakeman

I have sent the following letter (below) to the TMO complaints but forgot to CC. I have made few adjustments to the original and clarified the flat 145 amendment. I also want to express my gratitude for your support and timely action.

I am worried about the 11 Dec deadline Claire has mentioned and do wonder what the ramifications of exceeding it would be, especially with legal costs and an injunction possibly on the horizon. Also the possibility of being told that I would have to wait a substantial time until the HIU is reinstated or connected regardless of the outcome being in favour of my argument or not. Additionally I hold no undue opposition towards the TMO and do wonder if my actions would have a costly ramification on the project budget, hence a reduction in the monies that would have been better spent elsewhere on the estate or in the community.

Perhaps my question is, if you were in my position would you accept the works and continue with the complaint procedure or would you continue to delay access?

Many thanks

Best Regards
Fahed Barakat
92 Grenfell Tower
[REDACTED]

To: complaints@kctmo.org.uk
Subject: Response to Stage 1 Complaint 105759

Dear TMO

Thank you for your reply to my Stage One complaint. I now wish the complaint to be escalated to Stage Two for the following reasons

To avoid repetition; in addition to my argument in the original Stage One complaint (attached), I would like to respond to the points highlighted by the Stage One response (attached) in the order they were structured in the response.

I am aware of the TMO recommended HIU location however, I am unaware of consultations where the residents had a choice in location prior to Lady Borwick's July 2015 meeting. I recall attending the sessions at the old EMB room and Flat 145 in late 2014 where at the time the HIU was demoed in the kitchen. Since then the decision to locate the HIU in the hallway was made without any resident consultation events.

I understand the added disruption of the HIU being installed in the kitchen and I am accepting of them as other residents have. As for Lady Borwick's agreement with the TMO to complete the HIU installation in the hallway or the kitchen where works are in progress I believe this would not apply as the HIU

installation (for the hallway location) takes up to three days (with workers stating that it could really take one day), where usually the installation either occurred or did not. One would also argue that in the same logic, the viewing and inspection of the flats would have been categorised as work conducted.

I do not question the TMO's intention in providing good work and resident satisfaction for tenants and leaseholders alike. Nor do I question the evaluation of the residents' feedback / demands after the project is completed. I merely wish to avoid the additional financial implications of more than doubling the workload, as I understand budgeting, cost, and practical implications would possibly not enable relocating the HIU.

Thus in my case I could be categorised amongst the households that have not had the work done (considering the minimal amount of work conducted). Similarly, a decision for my individual case could be made now rather than after the work completion hence avoiding the additional costs and disruption to both parties.

I would like to clarify in regards to your response that the disconnection of the communal heating has occurred well after July 2015. The appointment was made with the TMO to change the radiators was based on Lady Borwick's agreement with the TMO. During which I have made myself very clear and voiced my intentions in person and by phone to cooperate with the TMO on the agreement and understanding that I would have the HIU installed in the kitchen, unlike the current proposal. During the phone conversation I had when booking the radiator and window change appointments I was not told of the subsequent heat disconnection now that that the HIU would still be placed in the hallway. I am not a builder or a plumber and was not aware that I would be left without heating. This was not explained when the appointment was made nor when the radiator change was taking place. At the end of the appointment, the workers told me that it would not be possible to connect the new radiators to the old piping, hence I am disconnected.

I do not intend to deny access however, my intention are to come to an agreement or compromise that would be in the interest of both parties and on a suitable date for both parties. I informed the TMO on 1st of Dec of my regret that the 4th of December would not be a suitable date. I believe I am the disadvantaged party having to endure without heating and is in my interest to come to a mutual agreement as soon as possible

During the last residents association meeting it was made clear to me that the TMO's advice was that individual cases are best handled by the complaints procedure. I am saddened and disappointed by the reply I received for my complaint, especially the immediate legal threat in response following a Stage One complaint. Furthermore, that the response does not set out and denies my right to move to Stage Two of the Complaints Procedure (based on immediate legal action).

Many thanks

Yours faithfully,

Fahed Barakat
92 Grenfell Tower

From: [REDACTED]
To: [REDACTED]
Subject: RE: Response to Stage 1 Complaint 105759
Date: Wed, 2 Dec 2015 13:58:52 +0000

Dear Fahed

I have made a few amendments in bold and underlined on factual issues only – see below.

Dear TMO / Mr Maddison

Thank you for your reply to my stage 1 complaint. **I now wish the complaint to be escalated to Stage Two for the following reasons.**

If I may respond to the points highlighted in the order they were structured in your response.

I am aware of the TMO recommended HIU location however I am unaware of consultations where the residents had a choice in location. I recall attending the sessions at the old EMB room **when residents were told that the HIU could be installed in the kitchen or the hallway.**

[[this next bit is wrong, the demonstration HIU in Flat 145 was in the hallway, so do not include this next bit - and flat 145 where the HIU was demoed in the kitchen.]]

I understand the added disruption of the HIU being **installed in the kitchen** and I am accepting of them as other residents have. As for Lady Borwick's agreement with the TMO to complete the HIU installation in the hallway **or the kitchen** where works are in progress I believe this would not apply as the HIU installation takes one to three days (with workers stating that it should really take one day), where usually the installation either occurred or did not. One would also argue that in the same logic, the viewing and inspection of the flats would have been categorised and work conducted.

I do not question the TMO's intension in providing good work and resident satisfaction for tenants and leaseholders alike. Nor do I question the evaluation of the residents' feedback / demands after the project is completed. I merely wish to avoid the additional financial implications of more than doubling the workload, as I understand budgeting, cost, and practical implications would possibly not enable resetting the HIU.

I would like to clarify in regards to your response that the disconnection of the communal heating has occurred well after July 2015. The appointment was made with the TMO to change the radiators was based on Lady Borwick's agreement with the TMO. During which I have made myself very clear and voiced my intentions to cooperate with the TMO on the agreement and understanding that I would have the HIU installed in the kitchen unlike the current proposal.

During the phone conversation I had when booking the radiator and window change appointments I was not told of the subsequent heat disconnection now that that the HIU would still be placed in the hallway. I am not a builder or a plumber and was not aware that I would be left without heating. This was not explained when the appointment was made nor when the radiator change was taking place. At the end of the appointment, the workers told me that it would not be possible to connect the new radiators to the old piping, hence I am disconnected.

I do not intend to deny access however, my intention are to come to an agreement or compromise that would be in the interest of both parties and on a suitable date for both parties. I regret that the 4th of December would not be a suitable date.

During the last residents association meeting it was made clear to me that the TMO's advice was that individual cases are best handled by the complaints procedure.

I am saddened and disappointed by the reply I received for my complaint, especially the immediate legal threat in response following a stage 1 complaint. Furthermore, that the response does not set out and (based on immediate legal action) denies my right to move to Stage Two of the Complaints Procedure

Thanks

Regards

Fahed Barakat

92 Grenfell Tower
[REDACTED]

From: Fahed Barakat [REDACTED]
Sent: 02 December 2015 09:35
To: jmblakeman
Subject: RE: Response to Stage 1 Complaint 105759

Thank you very much

I have drafted a response letter (below) too and was wondering if I should sent it

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Dear TMO / Mr Maddison

Thank you for your reply to my stage 1 complaint,

If I may respond to the points highlighted in the order they were structured in your response.

I am aware of the TMO recommended HIU location however I am unaware of consultations where the residents had a choice in location. I recall attending the sessions at the old EMB room and flat 145 where the HIU was demoed in the kitchen.

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Thanks

Regards

Fahed Barakat

92 Grenfell Tower
[REDACTED]

From: [REDACTED]
To: [REDACTED]
Subject: RE: Response to Stage 1 Complaint 105759

Date: Wed, 2 Dec 2015 09:29:06 +0000

Fahed, I hope to get back to you by the end of the day. I have formally complained as me at the apparent decision not to let you go to Stage Two.

Judith

From: Fahed Barakat [REDACTED]
Sent: 01 December 2015 18:07
To: cllr.blakeman@rbkc.gov.uk; [REDACTED]
Cc: [REDACTED] david@future-conversations.com
Subject: FW: Response to Stage 1 Complaint 105759

Dear Cllr Blakeman

I received the response below from Peter Maddison regards the complaint. I have also spoken Mr Daniel woods (Assistant director of home ownership) and has also been told the same.

As for my latest call today with Claire Williams, she has stated that any works have to be completed by the 11 Dec as that is the last day for the workmen.

My options seem to be:

- 1- Give up and accept the HIU in the hallway
- 2- Continue to stand by my preference and not accept their pressure past the 11 Dec were it would be taken to court according to the TMO

I am looking forward to your advice on the matter. Regardless of the outcome of the HIU, I am still very thankful for your support

Thanks

Regards

Fahed

92 Grenfell Tower
[REDACTED]

From: pmaddison@kctmo.org.uk
To: [REDACTED]
CC: complaintsgroup@kctmo.org.uk
Subject: Response to Stage 1 Complaint 105759
Date: Fri, 27 Nov 2015 13:56:59 +0000
Dear Mr Barakat

I am writing in response to your Stage 1 Complaint dated 17th November 2015.

I have explained in detail the reasons that the recommended location of the HIU is in the hallway. We have also communicated this message to all residents of Grenfell Tower in correspondence and at various resident consultation events.

When we met residents in July 2015 with Victoria Borwick MP we agreed to offer a kitchen installation on condition that those residents agree in writing to the increased level of disruption that this will cause. We also agreed that the priority was to ensure maintain heating and hot water services to residents' homes and to achieve this we would complete the HIU installation in the hallway where works are in progress. We also gave a commitment to review the option of relocating hallway HIU's to the kitchen once the work is complete and we have an opportunity to understand the demand from residents and the cost of this work. We will honour the commitments we have made.

In your case, Rydon has disconnected your home from the communal heating system and installed the HIU in the hallway, as agreed with you prior to July 2015. We therefore propose to complete the work to connect your home onto the new system. When we have completed the connection of all flats onto the new heating system, then we will consider the cost and practical implication of relocating the HIU into the kitchen.

I note your wish for the HIU to be relocated to the kitchen and will give a response to your request when we have received feedback from all residents in Grenfell and can therefore assess the cost of completing this additional work.

We have a legal obligation to provide heating and hot water under the terms of your lease and under the leases and tenancies of the other residents in Grenfell Tower. You have an obligation under the terms of your lease to give access so we can carry out such works.

It is clearly preferable that we agree dates with you for the connection of the new central heating system, rather than exercise our rights (set out below) to gain access to carry out these works.

Rydon will be visiting your property on 4th December 2015 at 8am to complete the works to connect the heating installation in your home onto the new communal system. If this appointment time is not convenient or you would like to discuss these works further please contact us as soon as possible.

If we are unable to carry out these works on the specified, date above, we will have no choice but to commence legal action by applying to Court for an injunction ordering you to provide access in accordance with the terms of your lease. Such action will be costly and you may be ordered by the Court to pay the legal costs incurred by KCTMO. Of course, we hope that such action will not be necessary.

Yours sincerely

Peter Maddison
Director of Assets and Regeneration

Peter Maddison
Director of Assets and Regeneration



t: [REDACTED]
a: The Network Hub, 292a Kensal Road, London, W10 5BE

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