

Sent: Fri, 14 Oct 2016 09:59:14 +0000
From: Peter Maddison </O=KC TMO/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=PMADDISON">
To: Janice Wray </O=KC TMO/OU=First Administrative Group/cn=Recipients/cn=jwray">
Cc: Barbara Matthews </O=KC TMO/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Barbara Matthews5e1">, Sacha Jevans </O=KC TMO/OU=First Administrative Group/cn=Recipients/cn=sjevans">
Subject: RE: Adair Tower Fire 31.10.15 - LFB's Notification to the TMO of Investigation of Offences
[Attachment image001.jpg](#)

Thanks Janice

This is clearly a sensitive and complex issue.

I think there are some broader points that would be helpfully covered in Cynthia's brief to Counsel.

At health and safety committee it was suggested that door closers should be installed to all doors in the stock.

Would a more precise definition be that door closers will be installed where it is identified as a fundamental part of the fire strategy for the building (as defined by our Fire Risk Assessor)?

This would not therefore apply to homes where the door opens directly onto the street, or potentially onto open balconies with alternative means of escape (e.g. the low rise at Worlds End).

By clarifying this point, we can start to focus on the areas of greatest risk and target our activities and resources accordingly.

In this context our approach to door upgrades will be:

- X% of our stock has doors that have been installed to standard and meet the requirements
- We will check doors as part of our Planned Cyclical programme and renew or upgrade doors as appropriate
- We will have a targeted programme of door upgrades focussed on homes where there is a specific risk identified by the Fire Risk Assessor

It would be good to get Counsel's view on the appropriate steps we should take to comply with the regulations.

The second point is whether we have the powers under the terms of the tenancy and lease to enforce the installation and maintenance of door closers.

Under the terms of the tenancy agreement we have a right to gain access to carry out "essential works". I am sure we can argue that these works fit in this category.

However, what is not clear is what action could be taken in the event that a tenant removes or disables the door closer. What action is reasonably required by the landlord to check that door closers are in good repair?

How can we best transfer responsibility to the tenant for this?

Under the terms of the lease, it is probably less clear. I think we need to be clear regarding our ability to require door closers to be fitted and maintained.

Peter

Peter Maddison

Director of Assets and Regeneration

t: [REDACTED]
m: [REDACTED]

a: The Network Hub, 292a Kensal Road, London, W10 5BE

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From: Janice Wray

Sent: 13 October 2016 16:36

To: Peter Maddison <pmaddison@kctmo.org.uk>

Subject: FW: Adair Tower Fire 31.10.15 - LFB's Notification to the TMO of Investigation of Offences

Peter

As discussed below is Cindy's outline for Counsel and my recent e-mail exchange with an LFB Inspecting Officer on the subject of regular inspections of self-closers on flat doors.

Happy to ask Cindy to include clarification of our powers under lease and tenancy agreement to enforce . Please advise if there is anything further you would like included

Regards

Janice

Janice Wray
TMO Health, Safety & Facilities Manager
[REDACTED]

w: www.kctmo.org.uk

a: 292a Kensal Road, London, W10 5BE.

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