



Grenfell Tower Inquiry

Day 143

June 10, 2021

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Thursday, 10 June 2021

1
2 (10.00 am)
3 SIR MARTIN MOORE—BICK: Good morning, everyone. Welcome to
4 today's hearing. Today we're going to continue hearing
5 evidence from Janice Wray, so I'm going to ask the usher
6 to bring Ms Wray in, please.
7 MS JANICE WRAY (continued)
8 SIR MARTIN MOORE—BICK: Good morning, Ms Wray.
9 THE WITNESS: Good morning.
10 SIR MARTIN MOORE—BICK: How are you feeling today,
11 all right? I know it's been a long process.
12 THE WITNESS: It has.
13 SIR MARTIN MOORE—BICK: You know by now how we normally
14 handle breaks and so on, but if at any stage you feel
15 you would like to have a bit of a breather, will you let
16 me know.
17 THE WITNESS: Yes.
18 SIR MARTIN MOORE—BICK: You might find that if you try and
19 keep your answers a bit shorter and your speech a bit
20 slower, you might find it a bit less tiring.
21 THE WITNESS: Yes, I'll take that on board. Apologies.
22 SIR MARTIN MOORE—BICK: We will see how we get on.
23 Anyway, when you're ready, Mr Millett.
24 MR MILLETT: Mr Chairman, good morning, thank you, and good
25 morning, members of the panel.

1

1 Questions from COUNSEL TO THE INQUIRY (continued)
2 MR MILLETT: Ms Wray, good morning to you.
3 Now, we were at October 2016 last night and the
4 subject of door—closers and fire action notices,
5 particularly fire action notices.
6 Can we now move, please, to 17 November 2016 and
7 a document at {TMO10017254}.
8 This is the 17 November 2016 notification of
9 fire safety deficiencies for Grenfell Tower issued by
10 the LFEPA on that date.
11 Can you please look at page 6 {TMO10017254/6}. On
12 that page, you can see that it says under Article 14,
13 can you see it says there:
14 "At the time of the audit your procedures to be
15 followed ..."
16 This is Article 15(1):
17 "At the time of the audit your procedures to be
18 followed in the event of serious and imminent danger
19 were inadequate. It was found that Fire Action Notices
20 were not displayed in your common parts."
21 Now, the Grenfell notice was issued a year after the
22 Adair Tower fire, wasn't it?
23 A. Yes.
24 Q. And it was 11 months after the enforcement for
25 Adair Tower was issued; yes?

2

1 A. Yes.
2 Q. Yes, and two months after you told the health and safety
3 committee that fire action notices would be installed in
4 all the properties?
5 A. Yes.
6 Q. Yes.
7 Do you know why fire action notices had not been
8 installed in Grenfell Tower by this time, mid—November
9 2016?
10 A. I believe they were on order at that time, so we were
11 awaiting delivery and then they would be installed.
12 Q. Right. When did they first go on order, do you
13 remember?
14 A. I don't, I'm sorry.
15 Q. Was it shortly or a long time before the receipt of this
16 deficiency notice?
17 A. Sorry, I wouldn't be able to say at this stage.
18 Q. Right.
19 Now, at around about the same time, do you remember
20 a blog post going up from a Grenfell Tower resident, to
21 be precise on 20 November 2016?
22 A. In general, I only received blog posts if they were sent
23 to me directly, because they were blocked on our system,
24 so I'm sure — I suspect I would.
25 Q. Right. Let's see how we go with it, and if you hadn't

3

1 seen it, you hadn't seen it.
2 {TMO00835660}. This is the "KCTMO — Playing with
3 fire!" blog issued or posted by the Grenfell Action
4 Group on 20 November 2016.
5 A. Okay.
6 Q. There is a photograph of a high—rise block with a fire
7 coming out of one of its windows. Can you see that?
8 A. Yes.
9 Q. Now, do you know which block that was?
10 A. I don't.
11 Q. It looks as if it might have been Shepherds Court, but
12 what I'm —
13 A. I don't think it is, but anyway.
14 Q. Yes. What I'm going to ask you is whether this is
15 a document you have ever seen before?
16 A. I think I will have seen it, yes.
17 Q. Do you think you saw it at the time?
18 A. Yes, quite possibly.
19 Q. Even though it was blocked on the system?
20 A. Sometimes, I think some of our senior managers would
21 send me copies if there was something on the blog that
22 related to health and safety or fire safety, so I think
23 I would have seen it, yes.
24 Q. Do you remember who it was who sent you this, which of
25 your senior managers?

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1 A. Sorry, no, I wouldn't. It may have come from
 2 Peter Maddison, I'm not sure.
 3 Q. I see.
 4 Can we go to page 2 {TMO00835660/2}, please, and
 5 look at the third paragraph on that page. It says there
 6 in the penultimate paragraph, under the second web
 7 reference:
 8 "In the aftermath of the Adair Tower fire the London
 9 Fire Brigade found that the KCTMO had not been looking
 10 after the safety of residents properly and issued an
 11 Enforcement Order compelling them to improve the fire
 12 safety in the escape staircases and to provide self
 13 closing devices to all the tower block's front doors.
 14 A further audit by the London Fire Brigade of the
 15 neighbouring Hazelwood Tower (located alongside Adair
 16 Tower) found similar breaches of health and safety
 17 legislation and an Enforcement Order was also issued for
 18 this property forcing the TMO to address the serious
 19 concerns of the Fire Brigade's inspectors. What is
 20 shocking is that a decade ago a fatality occurred due to
 21 a fire at Hazelwood Tower and the Fire Investigation
 22 Team ordered that the grills on the fire escape
 23 staircase be covered over. This never happened and it
 24 is believed that the uncovered grills at Adair House
 25 (Hazelwood Tower's twin block) acted like a chimney and

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1 were responsible for the accelerated spread of the fire
 2 and smoke damage."
 3 Now, I'll come back to the subject that is covered
 4 by that paragraph perhaps a little later on, but what
 5 I want to focus on with you is this one:
 6 "In the last twenty years and despite the terrifying
 7 power surge incident in 2013 and recent fire at
 8 Adair Tower, the residents of Grenfell Tower have
 9 received no proper fire safety instructions from the
 10 KCTMO. Residents were informed by a temporary notice
 11 stuck in the lift and one announcement in a recent
 12 regeneration newsletter that they should remain in their
 13 flats in the event of fire. There are not and never
 14 have been any instructions posted in the Grenfell Tower
 15 notice board or on individual floor as to how residents
 16 should act in event of a fire. Anyone who witnessed the
 17 recent tower block fire at Shepherds Court, in nearby
 18 Shepherd's Bush, will know that the advice to remain in
 19 our properties would have led to certain fatalities and
 20 we are calling on our landlord to re-consider the advice
 21 that they have so badly circulated."
 22 Do you remember reading that paragraph at the time?
 23 A. Yes.
 24 Q. Now, it's right, isn't it, that as at the date of this
 25 blog post, there were no permanent fire action notices

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1 in Grenfell Tower?
 2 A. That's right, because they were on order, as we said.
 3 Q. Because they were on order, and we'd seen that you had
 4 had the deficiency notice three days before.
 5 In that context, did you think at the time that
 6 Edward Daffarn or the GAG blog's concerns about the lack
 7 of fire safety advice notices at Grenfell Tower were
 8 legitimate?
 9 A. If that was the only way that we were notifying
 10 residents of the fire procedures, they would have been
 11 legitimate, but, as we discussed yesterday, there were
 12 other methods of communication, in terms of handbooks
 13 and new residents and websites, and also what I didn't
 14 refer to yesterday was when we did community days that
 15 we would often invite the Fire Brigade to attend also.
 16 So there were other methods of cascading that
 17 information.
 18 Q. I see. So taking the facts as stated in this paragraph,
 19 you dispute, I think, the stated fact that residents of
 20 Grenfell Tower have received no proper fire safety
 21 instructions from the TMO?
 22 A. I would dispute that, yes.
 23 Q. And you dispute it because, is it, you say there were
 24 fire safety instructions, proper or not, contained in
 25 things like Link magazine, the homeowner magazine and

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1 the occasional circulars?
 2 A. Yes.
 3 Q. Yes, I see.
 4 Do you also dispute the fact that, as the rest of it
 5 goes on to say, there was a temporary notice stuck in
 6 the lift and an announcement in a recent regeneration
 7 newsletter? That I think is consistent with what you
 8 were saying before, isn't it?
 9 A. We spoke about two regeneration newsletters having
 10 fire safety information yesterday, I believe, and I'm
 11 not sure we've had a discussion about signs in lifts,
 12 but — so I can't really comment on that, but that was
 13 part of what the project team put in place, I think,
 14 temporarily.
 15 Q. Yes.
 16 The reference there to the "advice to remain in our
 17 properties", what do you say that was contained in? Was
 18 it, again, the Link magazine, homeowner magazine,
 19 circulars?
 20 A. Website — yeah, every time we published that
 21 information, that was the information that we were
 22 publishing: in the event of a fire that isn't impacting
 23 on your flat, this is the advice that we're providing.
 24 SIR MARTIN MOORE-BICK: And I think you mentioned the tenant
 25 handbook as well.

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1 A. Yes, that's right, the tenant handbook and other sort of
 2 circulars and the induction, the introductory letter to
 3 new residents. There were a variety of things that we
 4 discussed yesterday.
 5 MR MILLETT: Leaving aside the question of the notification,
 6 in respect of the content of the notice, you can see
 7 that that seems to be the thrust of GAG's/Mr Daffarn's
 8 complaint in the last sentence there, which is the
 9 stay—put advice.
 10 Were you aware at this time that there had been
 11 a fire at Shepherds Court in August 2016?
 12 A. Yes, I was.
 13 Q. You were, and we can see the photograph on the front.
 14 Were you aware that the fire had spread on the
 15 outside of that building?
 16 A. Yes.
 17 Q. Did you make any further enquiries about the
 18 Shepherds Court fire after you became aware of this
 19 blog?
 20 A. I would have been looking for information on the cause
 21 of the fire from when I knew about it. I'm aware that
 22 Carl Stokes was doing his own kind of investigation.
 23 I think he went to the block himself to witness — to
 24 get as much information about the cause and how it had
 25 spread as possible, and I would have certainly had

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1 conversations with him on that issue.
 2 Q. Did you?
 3 A. Yes.
 4 Q. You did. What was the upshot of those conversations?
 5 A. So I believe it was a faulty appliance that caused the
 6 fire, and I believe there were spandrel panels on the
 7 outside of the block which had enabled the fire to
 8 spread on the external face of the building.
 9 Q. Now, we know that you received — and we'll come to it
 10 much later in your evidence — the letter from
 11 Hannah Lougher of the LFB of 6 April 2017, which was
 12 circulated by LFEPA in light of the Shepherds Court fire
 13 some seven/eight months before that. But here is the
 14 blog in November 2016, only three months after the fire.
 15 Did you have a discussion with Carl Stokes about the
 16 Shepherds Court fire and external fire spread once you'd
 17 seen this blog, or even before this blog, but once you'd
 18 known about the Shepherds Court fire?
 19 A. Yes. As I said, we would have discussed it. He would
 20 have done his own investigations. I would have been
 21 asking the Fire Brigade when we had our liaison meetings
 22 if there was any information they could share with us,
 23 if there was anything that we could learn or that we
 24 should be mindful of. I would have been looking in my
 25 kind of professional publications and anywhere for any

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1 information that would be helpful or that would be
 2 relevant.
 3 Q. Right. What did you find?
 4 A. Other than what we've said about them being spandrel
 5 panels and a faulty appliance, at that stage I don't
 6 think there was much more in the public domain.
 7 Q. After you'd seen that the Shepherds Court external fire
 8 spread problem combined with stay put as the standing
 9 advice was a real concern to the Grenfell Tower
 10 residents, at least according to the GAG blog, did you
 11 take any further steps to investigate whether there was
 12 anything about the Shepherds Court fire which had
 13 particular relevance to Grenfell Tower?
 14 A. I was constantly seeking further information, but, as is
 15 often the case, sometimes it takes some considerable
 16 time to get the level of detail that you would want. So
 17 I would have been speaking — I'm sure we would have
 18 discussed it at liaison meetings. I would have got what
 19 the Fire Brigade were able to tell me. I would have
 20 been looking out for more information. I'm not sure
 21 I discussed it with the Brigade in relation to
 22 Grenfell Tower, but just in terms of our stock
 23 generally.
 24 Q. Did you have any thoughts along the lines of wondering
 25 whether the stay—put advice as the standing advice to

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1 all residents in Grenfell Tower was appropriate in light
 2 of, first of all, the external fire spread that you knew
 3 had existed or had happened at Shepherds Court and,
 4 secondly, the concern about that expressed by the GAG
 5 blog?
 6 A. So my understanding is that the fire was propagated at
 7 Shepherds Court because of the spandrel panels, and my
 8 investigations internally seemed to indicate that we
 9 didn't have any blocks with spandrel panels, so ...
 10 I mean, I will have looked at it more holistically, but
 11 that, from the information that I had at the time, was
 12 the root of the problem, and we didn't appear to have
 13 that.
 14 In terms of the stay—put strategy, the fire risk
 15 assessments were still saying that was appropriate for
 16 high—rise buildings, the Fire Brigade were still saying
 17 that was appropriate for high—rise buildings, and so the
 18 experts and the fire and rescue services were saying
 19 that was appropriate.
 20 So I'm not sure that I challenged it more than take
 21 their advice and speak to the assessor.
 22 Q. Did anybody tell you, Carl Stokes or any other fire
 23 safety professional, that because it was spandrel panels
 24 at Shepherds Court, the problem at Shepherds Court was
 25 limited to buildings with spandrel panels on them?

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1 A. No, I don't expect they did say it was limited to, no.
 2 Q. So when you said a moment ago that, if I've understood
 3 your evidence, because the fire was propagated at
 4 Shepherds Court because of the spandrel panels and you
 5 discovered that you didn't have any blocks with spandrel
 6 panels, you didn't think any more about the efficacy or
 7 safety of stay put at Grenfell?
 8 A. We were talking specifically about the Shepherds Court
 9 fire. I'm advising you of what I became aware of and
 10 what I considered with colleagues and with the fire risk
 11 assessor and with the Fire Brigade.
 12 I mean, we're always looking at the stock and
 13 thinking: are there things we're not aware of? Things
 14 come to light all of the time. But at that stage, I'm
 15 pretty sure, from the information I had, that was my
 16 focus.
 17 Q. Right. But I think you're saying — correct me if this
 18 is wrong — that nobody actually ever advised you that
 19 you didn't have to worry about stay put, it was a good
 20 policy, at least where there were no spandrel panels on
 21 high-rises?
 22 A. It didn't call into question — I think that's in the
 23 public domain, it didn't call into question the advice
 24 of the purpose-built guide, where there was
 25 compartmentation, that stay put was the appropriate. My

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1 understanding is that the — not just in our sector, but
 2 across nationally, that wasn't called into question.
 3 Q. Now, let's move into December 2016, {TMO00865831}.
 4 This is an email chain between Peter Maddison,
 5 Barbara Matthews and you, which starts on
 6 2 December 2016.
 7 If we go to page 3 {TMO00865831/3}, please, we can
 8 see that there is an email here from Peter Maddison to
 9 Truda Scriven and Pete Griffiths; do you see that?
 10 A. Yes.
 11 Q. It's about the posting I've just shown you, the "Playing
 12 with fire" blog:
 13 "Truda and Pete
 14 "Attached is a recent posting on Mr Daffarn's
 15 'Grenfell Action Group' website.
 16 "Truda — Could any of the allegations be described
 17 as libellous?
 18 "The comments are scare-mongering at the least. Do
 19 we need to respond to reassure residents? Pete and
 20 Janice, I would appreciate your advice."
 21 Then you respond to that, if we go up, please, to
 22 page 2 {TMO00865831/2}. You can see that you write to
 23 Barbara Matthews and say:
 24 "Barbara
 25 "I have highlighted the section in the recent blog

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1 which Peter has just circulated which refers to the fire
 2 death at Hazlewood. If you are agreeable I would like
 3 to forward this to the Borough Commander and request his
 4 view on how we can respond to this without breaching any
 5 confidentiality issues and ideally with also getting the
 6 LFB's buy-in to our response. Please confirm that you
 7 are happy for me to do this."
 8 Then if we scroll up to page 1 {TMO00865831/1}, we
 9 can see that Barbara Matthews responds to you and says
 10 this:
 11 "Janice
 12 "I have spoken to Robert and he agrees that we
 13 should do nothing. This is not the sort of website we
 14 should be responding to."
 15 Why did you want to get the borough commander's view
 16 on the blog post?
 17 A. The specific issue that I've raised there in relation to
 18 the death at Hazlewood, I did not think that was true,
 19 I had no knowledge of a death at Hazlewood, I have no
 20 knowledge of us ever being asked to put on or take off
 21 grilles on staircases, and I had thought it was
 22 misinformation, and therefore I think, if it's
 23 misinformation, then it is to some extent
 24 scaremongering. So I was wanting to get to the bottom
 25 of that, and the people who could probably advise me

15

1 definitively were the Fire Brigade, so I wanted to
 2 ask — I wanted to be able to ask them to confirm
 3 whether in their — from their records, whether there
 4 was any basis in fact.
 5 Q. And did you?
 6 A. Actually, as I read it now, I can't recall whether
 7 I did. I think I was instructed not to.
 8 Q. How did you think you could get the LFB to buy in to the
 9 response?
 10 A. I think that's probably a kind of pathetic form of words
 11 on my — I was most interested to find out whether
 12 something had happened that I was unaware of, and
 13 I didn't — I really didn't think it was the case.
 14 Q. Can we then go to {TMO10045908}.
 15 This takes one, perhaps regrettably, back a week or
 16 two in time to 23 November 2016, email from
 17 Judith Blakeman to Robert Black about this blog post.
 18 If we go to page 3 {TMO10045908/3} on that, you can
 19 see that there is an email there, 23 November 2016:
 20 "Dear Robert
 21 "While Mr Daffarn engages in hyperbole in his
 22 Grenfell Action Group blog, it is read by most residents
 23 of the Tower and the most recent article causes me
 24 concern. Mr Daffarn discussed the fire safety issue
 25 with me at a recent meeting and I did point out that the

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1 instructions in the event of fire had been included in
2 one of the refurbishment newsletters. However, I do
3 take his point that instructions are not permanently
4 available on noticeboards nor in a discrete letter to
5 all residents (and in appropriate languages where
6 required) and I am asking whether this can be rectified?

7 "For your information, here is the extract from the
8 most recent blog that does cause me worry, especially
9 the allegation about Hazelwood Tower. Is that correct?"

10 We don't need to look at that.

11 Then she quotes from the rest of the parts that I've
12 read to you.

13 If we go up to page 1 {TMO10045908/1}, we can see
14 that you responded to her the next day.

15 A. Yes.

16 Q. You responded to her the next day, and copied
17 Robert Black and Barbara Matthews in on that:

18 "Dear Councillor Blakeman,

19 "Robert has asked me to respond to your email
20 highlighting fire safety issues raised by Mr Daffarn in
21 his blog.

22 "With regard to fire procedures in Grenfell Tower,
23 I can confirm that these were included in newsletters to
24 the block and they are also documented on our website.
25 Further, we do publish regular fire safety articles in

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1 'The Link' magazine to all residents and we write to all
2 new tenants to outline the fire strategy for their
3 block, the procedure to follow in the event of a fire in
4 their flat and also a fire elsewhere in their block and
5 advise them of the London Fire Brigade's (LFB) free Home
6 Fire Safety Visit and how to access this. Additionally,
7 I can advise that we are currently considering
8 a programme of installation of Fire Action Notices —
9 similar to those now installed at Adair and Hazlewood
10 Towers — across all blocks. There has been a difference
11 of opinion amongst London Fire Brigade officers on the
12 value of fitting these notices within a block with a
13 'stay put' fire strategy, however, we are keen to be
14 proactive about this and I can confirm that we will be
15 proceeding with the fitting of these notices at
16 Grenfell Tower. It is likely that this will be
17 completed within the next two weeks."

18 I'll read the rest to you, because we've had
19 a discussion about the topic. You say:

20 "However, Mr Daffarn appears to be challenging the
21 'stay put' fire strategy, stating that this is the wrong
22 strategy and that we should be adopting a 'one out all
23 out' approach at Grenfell Tower. I would emphasise
24 that, despite extensive discussions with the LFB and
25 other fire professionals including our Fire Consultant

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1 and Senior Consultants from specialist fire engineering
2 companies in relation to Grenfell Tower at no point has
3 the need to change the stay put strategy even been
4 raised. Further, the LFB operational crews continue to
5 be very proactive about undertaking regular
6 familiarisation visits to this block and the other
7 blocks on this estate and remain content with the
8 arrangements in place.

9 "Finally, with regard to the mention of a fatal fire
10 at Hazlewood Tower 10 years ago I'm afraid I have no
11 knowledge of this. However, I have requested that the
12 LFB interrogate their records and advise on this."

13 Then at the very end you say:

14 "I can confirm that Adair Tower was regularly
15 audited by the LFB — most recent in the month before the
16 fire took place — and no recommendations were made in
17 relation to the design of either staircase or the lift
18 lobbies. Requirements in relation to these areas were
19 included in the Enforcement Notices as it was only
20 following the fire that the LFB recommended that changes
21 to the Building's original design were required."

22 Now, there is quite a lot in that response we need
23 to look at, but let's start with the first paragraph
24 with regard to fire procedures.

25 You refer there to a difference of opinion amongst

19

1 LFB officers on the value of fire action notices. Who
2 was it in the LFB who was against fire action notices?

3 A. I think I haven't described it very well. There wasn't
4 a difference of opinion. I think there was a difference
5 of view of actually how useful they were, and I think
6 some of the — some of the minutes we looked at
7 yesterday from the liaison meeting indicated that
8 Rebecca Burton said she didn't feel strongly about fire
9 action notices. So I think what I meant to say and
10 haven't said it very clearly is there was a difference
11 of view about how valuable they were, how useful they
12 were, how necessary they were.

13 Q. Right.

14 Did you seek to clarify with Rebecca Burton the
15 inconsistency perhaps — perhaps that's too strong
16 a word — between her views and the deficiency notices
17 that you had received in respect of fire action notices,
18 and in particular 15(1) that I showed you at the start
19 of your evidence this morning?

20 A. No, we accepted that it was in the enforcement notice,
21 so it was an absolute requirement, and I'd confirmed, as
22 we discussed yesterday, that what was in the enforcement
23 notice was expected to be put in place at all of our
24 blocks, so we were working towards that.

25 Q. Why did you not mention here in this email that the TMO

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1 had received a deficiency notice for Grenfell Tower for
 2 failing to install fire action notices?
 3 A. I have no idea. I think I probably responded directly
 4 to the specific points that she raised, and I ... sorry,
 5 I don't know, I — as you say, there's quite a lot in
 6 the email and it may just have dropped off my radar.
 7 Q. Well, how could it have dropped off your radar? Was it
 8 not a relevant matter to bring to her attention in the
 9 context of her enquiry about fire action notices?
 10 A. Perhaps it was.
 11 Q. So why didn't you deal with it? Why didn't you just
 12 bring it to her attention and say —
 13 A. Well, at this stage, I can't give you any explanation
 14 other than it was an oversight.
 15 Q. How can it have been an oversight? It was only a week
 16 before.
 17 A. I'm sorry, I don't know what you want me to say. I can
 18 only tell you that —
 19 Q. I don't — well —
 20 A. Well, I can only tell you that I can't recall any
 21 specific reason. There was no reason why I would not
 22 have included it, but I was trying to give her quite
 23 a lot of comprehensive information, and it just
 24 literally dropped off my radar.
 25 Q. You see, I'm not wanting you to give any particular

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1 answer, I'm just seeking, as far as I can, to understand
 2 the thinking.
 3 I mean, did you get loads of deficiency notices, so
 4 that this one might have slipped through the net? It
 5 doesn't look like it.
 6 A. No, we didn't.
 7 Q. So the receipt of a deficiency notice from the LFB in
 8 respect of one of your buildings would have been quite
 9 an important communication, wouldn't it?
 10 A. It would. I mean, it was a non—statutory notice but we
 11 did treat them with seriousness.
 12 Q. Yes, and that's because it would have indicated to you
 13 that something with your health and safety arrangements
 14 for residents of your buildings had gone wrong; yes?
 15 A. It would indicate that there were deficiencies on the
 16 day that the block was audited, that's how the Brigade
 17 saw it.
 18 Q. Yes, and therefore, why is that not an important matter
 19 to bring to the attention of your line manager and your
 20 chief executive?
 21 A. Well, they were aware of it. The deficiency notice had
 22 been circulated to them, and so they were aware of the
 23 deficiency notice. Sorry.
 24 Q. Right, but you didn't think it fit to —
 25 A. I didn't explicitly state it in this email, because they

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1 were already aware of it.
 2 Q. Now, you say in this email that you would be installing
 3 fire action notices in Grenfell Tower and that would be
 4 completed "in the next two weeks"; yes?
 5 A. I believe they were completed on the 16th, so I was
 6 slightly optimistic with my timeframe.
 7 Q. Now, was Grenfell Tower prioritised for installation of
 8 fire action notices before other high—rise properties?
 9 A. Yes.
 10 Q. Was that because there had been an LFB deficiency
 11 notice?
 12 A. That would have been one of the factors. We were
 13 working towards a programme, as we discussed yesterday,
 14 but this became a higher priority for exactly the
 15 reasons we've just discussed, because it's got
 16 a deficiency notice, it's been identified as an issue
 17 and we want to get on and get it in place and close it
 18 down, and it's also been expressed by this blog that
 19 that's something that the residents would value, so
 20 we're trying to progress that.
 21 Q. Yes, I see. So two factors: the deficiency notice and
 22 the blog?
 23 A. And the fact that we were already working towards
 24 a programme — this was given priority for the factors
 25 that we discussed, yeah, but we were looking elsewhere.

23

1 Q. Yes. So you had a general programme with these notices
 2 on order, but, as a result of the deficiency notice and
 3 the blog, Grenfell Tower was bumped up to the top of the
 4 queue?
 5 A. Yes.
 6 Q. Thank you.
 7 Now, let's just look, then, at the last paragraph of
 8 this email. You say there:
 9 " ... Adair Tower was regularly audited by the LFB —
 10 most recent in the month before the fire took place —
 11 and no recommendations were made in relation to the
 12 design of either staircase or the lift lobbies."
 13 Now, although that statement is true as far as it
 14 goes, do you agree that, in fact, it tends to give the
 15 impression that the LFB had identified no issues at all
 16 in the audit before the fire?
 17 A. No, I don't think it gives that impression, and that's
 18 certainly not what I was trying to convey, and Robert
 19 and Barbara knew about the deficiency notice that had
 20 happened just ahead of the fire. So, no, sorry.
 21 Q. Why didn't you mention or perhaps remind them of the
 22 fact that the LFB had issued a deficiency notice for
 23 Adair Tower before the fire?
 24 A. I didn't think it was necessary to remind them,
 25 because — sorry.

24

1 SIR MARTIN MOORE-BICK: Can we just be clear: this email is
 2 actually going to Councillor Blakeman, isn't it?
 3 A. Yes.
 4 SIR MARTIN MOORE-BICK: So I think the question should be:
 5 why wasn't it appropriate to tell her?
 6 MR MILLETT: Indeed.
 7 A. Okay. I thought by that time we'd been very — sort of
 8 in the wake of the fire, I thought we'd been very clear
 9 about the fact that we had a deficiency notice. It had
 10 been — I'm sure it had been in any reports that I had
 11 done to board, and Councillor Blakeman sits on the
 12 board, and briefing notes to the council, and ...
 13 I thought it was already completely on her radar,
 14 I thought she was well aware of it, so I didn't
 15 reiterate it.
 16 Q. What gave you to think that?
 17 A. As I said, after the Adair fire, we were very open and
 18 honest about the fact that we'd had a deficiency notice
 19 a couple of weeks before and these were the issues which
 20 were identified. We circulated the enforcement notice,
 21 I believe, I think, to the board. It was for the
 22 company secretary to decide, but yeah — sorry.
 23 Q. The enforcement notice, yes. Are you sure that you
 24 circulated the deficiency notices, the Adair Tower
 25 deficiency notices that were served before the

25

1 Adair Tower fire?
 2 A. Right, no. What I was trying to say was we were very
 3 open and honest that we'd received a deficiency notice
 4 and I think we would have set out what was in the
 5 deficiency notice. We possibly did not circulate the
 6 notice itself. But I'm confident that the reports that
 7 I was asked to do for board made reference to the fact
 8 that we had received one and the date.
 9 Q. Well, Councillor Blakeman's evidence was, when she was
 10 asked about this, that she wasn't aware of the
 11 deficiency notice, and that was at {Day135/33:24}.
 12 Are you able to explain, if she is right about that,
 13 how come?
 14 A. I'm not. I'm confident that we were very — that that
 15 was included in lots of information that I was
 16 providing, because I was being asked to provide reports
 17 to — we'd never had an enforcement notice, and
 18 obviously it was a serious fire, so I was being asked to
 19 provide updates and — on a regular basis to a range of
 20 committees and a range of senior managers in the TMO and
 21 in the council.
 22 I can go back and double check, but it was
 23 definitely my understanding that we'd said that
 24 the Brigade had audited in, I think, the September, had
 25 provided a deficiency notice, and I'm pretty sure we

26

1 would have set out the details of the deficiency notice,
 2 without actually appending it, just not to make it such
 3 a long document.
 4 Q. Well, let me try it a different way.
 5 Do you accept that the statement you make there,
 6 where you confirm that no recommendations were made in
 7 relation to the design of either the staircase or the
 8 lift lobbies, was only half true, because there had been
 9 deficiency notices served before the Adair Tower fire —
 10 I accept not dealing with fire action notices, but
 11 certainly a failure to maintain self-closing devices —
 12 and you don't mention that?
 13 A. I don't actually accept what you're saying because, no,
 14 I mean, I was talking specifically in relation to the
 15 issues that had been raised in the blog and they weren't
 16 mentioned, and at this stage I'm confident that we've
 17 been honest with people about the fact that there was
 18 a deficiency notice. There was no secrecy about it.
 19 So, no, I don't think I misled people.
 20 Q. Right.
 21 A. I think I was responding to what I was asked.
 22 Q. Let's just take a sideways look at that and look at
 23 a document and see how far we go with it.
 24 {RBK00048049}.
 25 This is Robert Black's report to scrutiny on

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1 5 November 2014. That's six days after the fire; yes?
 2 A. Yes.
 3 Q. And it's the minutes of the meeting.
 4 We can see who was present. You I think were not,
 5 in or attendance.
 6 Do you know who drafted the minutes for this
 7 meeting?
 8 A. If it's scrutiny, it would have been somebody at the
 9 council in their committee team, but I don't know who.
 10 Q. Right.
 11 If we go to page 6 {RBK00048049/6} and look at
 12 section A7, we can see there the text which deals with
 13 the fire at Adair Tower on 31 October, but if you scan
 14 your eyes down the three or four paragraphs of that
 15 text, you will see no reference at all to a prior
 16 deficiency notice served by the LFB for Adair Tower, do
 17 you?
 18 A. I don't, no.
 19 Q. Can you explain why that is?
 20 A. No. I wasn't at that meeting and, to the best of my
 21 knowledge, I don't believe I was — it's live issues, so
 22 I wasn't asked to do a report. If there had been
 23 a report, I would have been confident that I would have
 24 put it in. So, sorry, I can't comment.
 25 Q. Right.

28

1 Now, can I ask you, then, to go back to the email we
 2 were on.
 3 A. Okay.
 4 Q. That's {TMO10045908}, and look, please, at the part of
 5 the second main paragraph where you say, at the end of
 6 the first line:
 7 " ... despite extensive discussions ..."
 8 Do you see that?
 9 A. Yes.
 10 Q. "... with the LFB and other fire professionals including
 11 our Fire Consultant and Senior Consultants from
 12 specialist fire engineering companies in relation to
 13 Grenfell Tower at no point has the need to change the
 14 stay put strategy even been raised."
 15 Who were the senior consultants from specialist
 16 fire engineering companies that you had consulted on the
 17 subject of stay put at Grenfell?
 18 A. I hadn't consulted them, but Exova were engaged to work
 19 as part of the project team and to work on the
 20 fire strategy, that was my understanding, for the
 21 building, and would have reported in to ultimately my
 22 colleague Claire Williams, and it's possible that
 23 Carl Stokes had had some conversation with them, but
 24 I was confident that that was -- that reflected their
 25 view, that at no point had they recommended a change in

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1 strategy.
 2 Q. Why were you so confident? What was the source of your
 3 information that Exova had opined that there was no need
 4 to change the stay-put strategy?
 5 A. Well, presumably I would have spoken to Claire Williams,
 6 who was kind of my link back to the project team.
 7 Q. I can see that's a reasonable presumption, but did it
 8 happen? Did you speak to her and did she tell you that?
 9 A. Yes, I'm confident that she did.
 10 Q. What makes you so confident?
 11 A. There's no way that I would write this unless I'd had
 12 a discussion with somebody. I had no direct
 13 relationship with Exova. They were appointed as part of
 14 the project team, I wasn't involved in the project team,
 15 so most of my information in relation to their
 16 discussions would have been me talking to
 17 Claire Williams. I wouldn't have gone straight to
 18 Exova, that wouldn't have been appropriate.
 19 Q. Right, I see.
 20 At any rate, I think you can confirm that you
 21 yourself never sought the advice of any specialist
 22 fire engineer about the appropriateness of the stay-put
 23 strategy at Grenfell Tower?
 24 A. That's right, I didn't.
 25 Q. Can we then go to another email exchange about the same

30

1 blog at {TMO10015225}.
 2 This is an exchange between you and
 3 Barbara Matthews, also in November 2016.
 4 If we scroll, please, down to page 2
 5 {TMO10015225/2}, we can see that you sent her an email
 6 on 23 November 2016, towards the bottom of your screen
 7 there:
 8 "FW: Grenfell Tower (again!) – DRAFT RESPONSE FOR
 9 YOUR APPROVAL PLEASE.
 10 "Importance: High.
 11 "Barbara
 12 "Robert has asked me to respond to Cllr B – below is
 13 a draft, can you please let me have any comments or
 14 changes so I can finalise and send."
 15 If we go up to the bottom of page 1 {TMO10015225/1},
 16 which then continues over to page 2, Barbara Matthews
 17 comes back to you and says:
 18 "Janice
 19 "This is a very clear response. Please send it."
 20 If we continue on page 2 {TMO10015225/2}, she goes
 21 on and says:
 22 "If you have an idea of the cost to install the Fire
 23 Actions Notices across all properties it would be good
 24 to have that as Robert & I are meeting with Laura
 25 tomorrow and I intend to raise the door closers with

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1 Graham's castings. If you don't have the full costs it
 2 would be good to have the cost for purchasing and
 3 installing one (and the cost for Grenfell if you have
 4 it?)."
 5 Now, Laura is a reference, I'm assuming -- is this
 6 right? -- to Laura Johnson.
 7 A. Yes, I believe so.
 8 Q. Yes. Did the costs of fire safety measures have to be
 9 approved by Laura Johnson personally?
 10 A. Not necessarily, it depends what they are.
 11 Q. Right. Well, what was the procedure for seeking
 12 approval for these costs, the costs of installing the
 13 fire action notices?
 14 A. Actually, probably Barbara's better to answer this than
 15 me. I would have referred -- I would have escalated to
 16 Barbara, and, as obviously our finance director, she
 17 would have known what we could meet from our existing
 18 budgets and she would be clear what needed to be
 19 escalated.
 20 Q. Right.
 21 A. I imagine that in some instances, when it's new work
 22 which wasn't budgeted before, then it gets escalated,
 23 but actually I don't know the detail. It's beyond my --
 24 Q. No, I understand that.
 25 Was funding for these fire safety measures paid for

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1 or to be paid for out of TMO's budget or was it paid for
 2 outside of that budget?
 3 A. I don't know the answer to that either. I mean, most of
 4 the discussion was about self-closers and not fire
 5 action notices, but it was an additional cost. So I'm
 6 not sure what they discussed or what they agreed,
 7 apologies.
 8 Q. Right. Very well.
 9 At page 1 {TMO10015225/1}, we can see your response.
 10 You say you have a quote for the printing of the notices
 11 and the quantities, but haven't been able to cost the
 12 installation :
 13 "To date I have used Seamus for installing
 14 notices ... "
 15 So this is 24 November.
 16 A. Yeah.
 17 Q. When you said you had them on order, presumably the
 18 notices were on order but you still hadn't costed the
 19 installation ; was that because at this stage,
 20 24 November, you hadn't actually organised the
 21 installation yet, even at Grenfell?
 22 A. At Grenfell we were going to do it — we had the
 23 advantage of having a handyman at Grenfell that we don't
 24 have on any other estate, so we knew that we had
 25 a resource that we could call upon. And eventually

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1 we — that's what we did elsewhere, we used our estate
 2 services assistants and whoever else was available to do
 3 the installation to do it rapidly. So it wasn't costed
 4 in the end, we did it with existing resources.
 5 Q. I see.
 6 I want to turn to a completely different subject
 7 now, which is flat entrance doors, and start within that
 8 topic with a subtopic, which is the background to the
 9 programme.
 10 Now, do you agree that the flat entrance door
 11 replacement programme started in May 2011?
 12 A. I believe so, yes.
 13 Q. That was about the replacement of flat entrance doors in
 14 TMO properties, including Grenfell Tower.
 15 A. It was.
 16 Q. And the doors were going to be made by and sold by
 17 Manse Masterdor.
 18 A. Yeah, that was — at the end of the procurement, they
 19 were the successful contractors.
 20 Q. Yes.
 21 Now, let's look at the FRA for Grenfell Tower of
 22 30 September 2009 at {CST00003128/15}, please. This is
 23 part of the action plan, 30 September 2009.
 24 If you look at the last row at the bottom of your
 25 screen, 3.4, it says:

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1 " Priority Rating: 3.
 2 "Confirmation should be sought that each dwelling
 3 door is to FR30 standard and is provided with
 4 a self-closing device."
 5 And that's given an amber risk level. Do you see
 6 that?
 7 A. Yes.
 8 Q. If you go over to page 16 {CST00003128/16}, it goes on:
 9 "Consideration should be given, where not fitted, to
 10 the installation of intumescent strips and cold smoke
 11 seals to each tenant flat access door by a competent
 12 contractor who is fully familiar with BS476 and
 13 appropriate industry standards.
 14 "It is recommended that a system of formal checks on
 15 tenant fire doors and all other fire compartmentation
 16 doors is introduced and implemented by the TMO to ensure
 17 fire compartments remain fit for purpose.
 18 "NB this should extend to all fire doors within the
 19 building."
 20 As I've just shown you, this had an amber rating,
 21 apart from the last one there which was red. But on the
 22 amber, that means that it was best practice, wasn't it,
 23 on this document?
 24 I've shown you the number 3 priority rating. If we
 25 go back, perhaps, to the foot of 15 {CST00003128/15}, we

35

1 will see it. That told you that the action had to be
 2 taken within one month.
 3 A. Yes.
 4 Q. Was this a typical comment made relating to flat
 5 entrance doors in FRAs in 2009 across the board?
 6 A. It was being made in relation to quite a few, which is
 7 why I identified a trend and escalated it and said —
 8 and I think escalated it to Robert, saying, "This is
 9 something that we're being requested to do".
 10 Q. Yes, thank you.
 11 Now, if we go back to page 16 {CST00003128/16} —
 12 I've read this to you already — there is the
 13 recommendation of the system of formal checks.
 14 Was that recommendation, to commence a system of
 15 formal checks on tenant fire doors to ensure fire
 16 compartments remained fit for purpose, common across
 17 fire risk assessments completed by Salvus?
 18 A. Yeah, I believe so.
 19 Q. Yes. Do you recall that you also included the
 20 recommendation for a programme of inspections in your
 21 annual health and safety report?
 22 A. I don't remember, but yes, if it's there, it's there.
 23 Q. Well, let's just take a quick look at one.
 24 This is the annual health and safety report for
 25 2010/2011, dated May 2011. That is at {TMO00854890/7},

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1 paragraph 8.1.8:
 2 "One recommendation that was made in the high risk
 3 FRA Action Plans in relation to the majority of the
 4 enclosed blocks was —
 5 "'Requirement to instigate a programme of
 6 inspections ...'"
 7 Et cetera.
 8 A. Yes.
 9 Q. You had clearly lifted it, I think, from the
 10 Stokes/Salvus FRA for Grenfell or others and put it in
 11 here; yes?
 12 A. Yes.
 13 Q. Yes. So can we take it, therefore, that the TMO
 14 executive and the board were aware of the recommendation
 15 to instigate an inspection programme at least from
 16 May 2011, because you had reported on it?
 17 A. Yeah, I believe so.
 18 Q. Yes.
 19 Now, can we go to your first statement, please,
 20 {TMO00000890/3}, paragraph 13. This is under the
 21 heading "Subsequent modifications prior to the 2012–2016
 22 refurbishment".
 23 At paragraph 13, you say this:
 24 "The TMO assigned a Project Manager to oversee this
 25 programme of works, Abigail Acosta, who worked in the

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1 Asset, Investment and Engineering Department. While
 2 I was involved in the programme to the extent that I was
 3 consulted on matters arising relating to health and
 4 safety, I was not responsible for overseeing the
 5 procurement of the contractor or for overseeing the
 6 works. For this reason my knowledge of the programme is
 7 limited to the matters discussed below."
 8 On which health and safety matters were you
 9 consulted in respect of this programme?
 10 A. I ... so — sorry, I know this is going to be a long
 11 answer. So I was the person who identified that this
 12 issue was coming up in relation to various properties.
 13 Internal discussions led to us having stock condition
 14 surveyors who were able to go and actually inspect
 15 doors. Based on the information that they provided, we
 16 then identified a programme of work that was required.
 17 I think that I would have prioritised that programme in
 18 terms of risk, although actually I think it — they
 19 managed to turn it round quite quickly. I would have
 20 been consulted about the standard of the door, and
 21 I would have been invited to some of the progress
 22 meetings.
 23 I recall that we had an issue with some people — it
 24 came to light in the south of the borough that some
 25 people were struggling with the weight of the closer, so

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1 I was involved in suggesting, and I think actually
 2 inspecting, an assisted closer that we had installed in
 3 various locations, and just generally keeping a watching
 4 brief on progress, and then advising the fire risk
 5 assessor where we had done these material changes as
 6 these blocks would need their fire risk assessment
 7 replaced, reviewed, redone.
 8 Q. Were you involved in the decision to appoint
 9 Abigail Acosta as the programme's project manager?
 10 A. No.
 11 Q. You weren't.
 12 If you go to your third statement, please,
 13 {TMO00847305/2}, paragraph 6, you say there:
 14 "The fire door replacement project was overseen the
 15 [sic] TMO's Asset, Investment and Engineering Team."
 16 Then you go on to say in the third line:
 17 " ... I was involved to the extent that I acted as
 18 a liaison between the project team and Carl Stokes, the
 19 TMO's fire risk assessor."
 20 What do you mean by liaison?
 21 A. I probably don't actually mean liaison. I mean that
 22 I would have channelled information about the doors
 23 themselves and the standards they reached to Carl to get
 24 a view on, and then also I would have asked him to
 25 attend — I know I did ask him to attend the pilot door

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1 installation so he could witness that for himself.
 2 I think we asked him to comment on the LHC's report
 3 whenever they were attending on site, identify any
 4 improvements, and then I would have fed that back to the
 5 project manager.
 6 I think ultimately he liaised directly with Abi
 7 about specifics of the case. So, yeah, it was really
 8 confined to that.
 9 Q. I see.
 10 Did he provide advice to you on the criteria for
 11 prioritising the fitting of new flat entrance doors?
 12 A. I think he probably did.
 13 Q. And on the standards required for those doors?
 14 A. Yeah. Yeah, he would have had some input into that,
 15 yeah.
 16 Q. Going back to your first statement, if we can, please,
 17 page 4 {TMO00000890/4}, paragraph 20, you say there that
 18 after Abigail Acosta was appointed to take over the
 19 programme, which is something you refer to at the end of
 20 the paragraph 19, you continued to attend progress
 21 meetings with the LHC. Do you see that?
 22 A. Yes.
 23 Q. Why did you continue to attend progress meetings?
 24 A. Because I wanted to know what progress they were making.
 25 It was really crucial that we drove this forward swiftly

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1 and I wanted to know if there were any issues or any
 2 holdups or any — yeah, really just to monitor the
 3 progress of the programme and identify any problems.
 4 Q. So it's more than just liaison; it's actually overseeing
 5 the project?
 6 A. No, I don't think I was overseeing the project, I was
 7 trying to make sure that it was moving along and I could
 8 escalate it in terms — so Abi's part of asset
 9 investment and that directorate. If I'm attending these
 10 meetings and I think there are problems, then I think
 11 it's appropriate that I tell my boss, who is the
 12 executive director with health and safety remit, so that
 13 she's aware.
 14 Q. So rather than overseeing, monitoring?
 15 A. Yeah, perhaps.
 16 Q. All right.
 17 Did you report on the programme's progress to
 18 Anthony Parkes before July 2015.
 19 A. It would have been Lornette Pemberton at that time, and
 20 I'm pretty sure I would have kept her informed of
 21 progress, yes.
 22 Q. I see.
 23 Did you report to the health and safety executive
 24 team?
 25 A. Well, Lornette was part of the health and safety

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1 executive —
 2 Q. Oh, I see. Did you report to the TMO board?
 3 A. No, I think reports to board would have been done by
 4 Abi, who was the — obviously was the project manager.
 5 Q. I see. Did you see her reports?
 6 A. I may have done.
 7 Q. Right.
 8 Do you remember whether either Lornette Pemberton or
 9 the TMO board ever queried anything in respect of the
 10 specifications of the doors?
 11 A. Not to my knowledge.
 12 Q. So they relied on what you and Abi Acosta were telling
 13 them?
 14 A. Yes, and the technical director at the time, who I think
 15 was an interim chap called Simon Throp, he probably
 16 presented the reports, and he, I recall, had experience
 17 of carrying out the same kind of programme using the LHC
 18 and another authority. So I think they probably relied
 19 on his experience as well.
 20 Q. Let's look at the specification next and the appointment
 21 of Masterdor.
 22 Sticking with your first witness statement as we've
 23 got it on the screen, can we go to paragraph 22 at the
 24 very foot of page 4 {TMO00000890/4}. You see you say
 25 there:

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1 "I have also been shown a brief, specification and
 2 pricing document sent by Abigail Acosta to John Tapscott
 3 of Manse Masterdor Ltd on 5 January 2011 ..."
 4 And you exhibit it.
 5 Let's look at the exhibit, {TMO10049975}.
 6 Is that the document you're referring to here as
 7 JW/1?
 8 A. Yes, must have been.
 9 Q. I think the key part of it is actually at page 45
 10 {TMO10049975/45}. I'm showing you page 1, but in fact
 11 I think we probably want page 45:
 12 "Pricing document.
 13 "Fixed rate for individual fire door replacement and
 14 associated works."
 15 If we scroll down to 46 and 47, you can see,
 16 I think, the rest of it.
 17 That's the document, is it, the brief, specification
 18 and pricing document?
 19 A. I believe so, yes.
 20 Q. Yes. Were you involved in drafting any part of this
 21 brief?
 22 A. No.
 23 Q. Do you know who was?
 24 A. I don't, no.
 25 Q. Do you know who it was who was responsible for ensuring

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1 that the brief met industry standards?
 2 A. No, somebody within the technical division who were
 3 managing the project, I presume.
 4 Q. Right. You don't know who that was?
 5 A. No, sorry, I don't.
 6 Q. Now, you say — and you've said this a little bit
 7 earlier — that you would have been consulted about the
 8 standard of the doors. Why were you particularly
 9 consulted on the standard of the doors?
 10 A. Well, they might have run it past me and said — or,
 11 you know, sought confirmation. My understanding was we
 12 wanted FD30S doors which had cold smoke seals,
 13 intumescent strips and self-closers, and that's all
 14 I would have been able to provide them with, is just
 15 a high level — and any door furniture would have to
 16 meet the appropriate standards, et cetera.
 17 Q. Exploring that a bit further, where did that
 18 understanding come from?
 19 A. That was my understanding of what was required on means
 20 of escape, front entrance doors.
 21 Q. Indeed, and what was the source of that understanding?
 22 A. At that time, I can't recall, to be honest. I don't
 23 know where I got it from. It's what I've always
 24 understood, but as I sit here, I can't think where —
 25 which document, sorry.

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1 Q. Would it be Approved Document B perhaps?
 2 A. Probably. Probably is —
 3 Q. Were you familiar with Approved Document B?
 4 A. Yeah, I mean, I knew of it and I consulted it sometimes,
 5 but it wasn't something that I found particularly
 6 accessible, so I would have asked for advice, usually.
 7 Q. Were you shown this document, the brief, specification
 8 and pricing document at the time, January 2011?
 9 A. I honestly don't recall.
 10 Q. Right.
 11 You weren't, I think, able to give me a name of the
 12 person who was involved. Might it have been somebody
 13 called Graham Sidaway?
 14 A. Erm —
 15 Q. He was a TMO asset strategy manager.
 16 A. I'm not sure. I think he was — I don't know. I'm
 17 speculating, sorry.
 18 Q. You don't remember having any discussions with
 19 Mr Sidaway about this document?
 20 A. I know he was involved in instructing Rand, the stock
 21 condition surveyors who went and did the checks, but
 22 I don't know if his remit extended to this, I'm sorry.
 23 Q. Right, I see.
 24 Were you aware that although the London Housing
 25 Consortium, that's LHC, were involved, it was for the

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1 TMO to specify and set the standards required for the
 2 flat entrance doors to be installed as part of this
 3 replacement programme?
 4 A. I'm not sure if I was aware but that doesn't seem
 5 unreasonable.
 6 Q. Right.
 7 Did you ever discuss with Abigail Acosta
 8 specifically the fire performance requirement for the
 9 flat entrance doors before the issue of the tender?
 10 A. I don't remember, sorry.
 11 Q. Do you know if anybody sought Carl Stokes' advice about
 12 the standards required for the flat entrance doors
 13 before the tender was issued?
 14 A. I would have thought that they did, but I —
 15 Q. You don't remember?
 16 A. I really don't, sorry, it's —
 17 Q. Right.
 18 Let's then look at the specification.
 19 Can we go to your third statement, please,
 20 {TMO00847305/4}, paragraph 16. If you look there, you
 21 say:
 22 " ... it was always my understanding that the new
 23 replacement doorsets installed by Manse Masterdor were
 24 required to be self-closing 'FD30' doors fitted with
 25 intumescent strips and cold smoke seals and were

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1 therefore fully compliant. I do not believe there was
 2 ever any debate about whether the doors required
 3 self-closing devices. While I was not the Project
 4 Manager, I am confident that Manse Masterdor and LHC
 5 would always have been expected to provide certification
 6 to the TMO."
 7 How did you initially obtain the knowledge about
 8 what was required for compliant flat entrance doors?
 9 You mentioned ADB earlier on. Was there any other
 10 guidance document you looked at?
 11 A. I would have looked at them all, but I can't remember
 12 which one I took my information from.
 13 Q. Right.
 14 A. I mean, I would have looked at LACORS and the
 15 Sleeping Guide and everything that was available, but
 16 I just — sorry, it's such a long time ago, I can't
 17 recall.
 18 Q. Right.
 19 You said earlier in your oral evidence just this
 20 morning that you knew that they should be FD30S — that
 21 was at, on the raw transcript, page 38, line 12
 22 {Day143/44:12} — with cold smoke seals, intumescent
 23 strips and self-closers, but here you're referring to
 24 FD30 doors with intumescent strips and cold smoke seals.
 25 Can you account for that difference?

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1 A. Well, I don't see it as a difference. It's FD30 as
 2 opposed to FD60 or FD120, that's the fire-ratedness, the
 3 30 minutes, and the fact that I'm saying they have to
 4 have intumescent strips, cold smoke seals and be
 5 self-closing makes them an FD30S. I've just called it
 6 FD30 in terms of 30 and not an FD60. I've just
 7 differentiated, that's all.
 8 Q. Why didn't you say FD30S there?
 9 A. Well, I could have done and then I could have not
 10 provided the other bit. I think I thought it would be
 11 more helpful to outline the other factors, but ...
 12 Q. Did you actually think about that precise point when you
 13 were writing this part of your third statement?
 14 A. I thought it was important to be explicit, yes.
 15 Q. Did you discuss that standard, first of all, with
 16 anybody from Salvus once they'd raised the issue in
 17 their fire risk assessments in 2009 to 2010?
 18 A. I think it's quite likely I did, but at this stage
 19 I can't really recall. It may be in some of the
 20 minutes. I think it's very likely I did because they
 21 were questioning the standard of the door and I would
 22 have needed to know what standard they required us to
 23 meet.
 24 Q. Yes.
 25 Can we go back a page to page 3 {TMO00847305/3},

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1 paragraph 12.
 2 You say there:
 3 "I recall that Carl produced a document for the TMO
 4 entitled 'Criteria for prioritising the fitting of new
 5 entrance doors to flats' (JW/3 ...)"
 6 Do you see that, criteria?
 7 A. Yes.
 8 Q. Did you instruct Carl Stokes to draft those criteria?
 9 A. I don't know whether I did for sure. I think — sorry,
 10 I don't think I can give you a definite answer because
 11 I don't recall.
 12 Q. Right. Well, we'll come to the document in a moment.
 13 Can we first look, please, at what Carl Stokes says
 14 in his second witness statement. This is at
 15 {CST00030186/15}, paragraph 58.
 16 If you look at the first line, he says:
 17 "Along with my letter of 24 June 2011 ... I did
 18 author the document titled 'Criteria for prioritising
 19 the fitting of new entrance doors to flats' ... at the
 20 request of Ms Wray."
 21 So he says you did ask him.
 22 A. And it's quite possible that I did, I just can't
 23 remember. If he says it, then I believe him.
 24 Q. So you don't challenge that?
 25 A. No.

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1 Q. He says that he did so to assist, as you can see, the
 2 KCTMO navigate its way through the door replacement
 3 process. Do you agree with that?
 4 A. I think we'd identified — the information that came
 5 back from Rand showed that we needed a programme of
 6 I think ultimately it was about 1,200 doors across quite
 7 a number of blocks, so we were trying to prioritise
 8 those in terms of installation, and I must have asked
 9 him to give me a steer on how he thought we should
 10 progress them.
 11 Q. Just to be clear, Rand had done the stock survey?
 12 A. Yes.
 13 Q. Was this document to assist you personally in navigating
 14 your way through the door replacement process or was it
 15 for somebody else's benefit?
 16 A. I'm thinking that it was to give a steer to the project
 17 manager to say, "Actually, you might want to consider
 18 these priorities, you might want to consider this as the
 19 programme".
 20 Q. Right. The reason I ask this is it looks a little bit
 21 more than simply a liaison role that you were occupying
 22 in relation to the flat entrance door replacement
 23 programme.
 24 A. No, I mean, I was probably making recommendations, but
 25 it wasn't my call.

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1 Q. Right.
 2 Can we take it that you asked him to draft these
 3 criteria so that you could be satisfied that the doors
 4 met the requisite fire safety standards?
 5 A. I don't think that was the — it's the criteria for
 6 prioritising the fitting of the new doors. It was my
 7 understanding that what he had provided, unless you tell
 8 me differently, was doors in this kind of location
 9 potentially are high-risk — you know, to go through the
 10 blocks, identify whether we do high-risk — high-rise
 11 first or whether we do specialised housing, or to look
 12 at the different kinds of doors and different kinds of
 13 locations and prioritise those so that we could put that
 14 into a programme. That was my — that's my
 15 understanding.
 16 Q. Did you have a discussion with Carl Stokes about the
 17 criteria that he produced?
 18 A. I imagine I did but I have no recollection of it.
 19 Q. Let's look at it. It's {CST00002660}.
 20 That's the first page. It's a letter dated
 21 10 November 2010:
 22 "Subject: The replacement of fire doors to some
 23 entrance doors of residential flats.
 24 "Criteria for prioritising the fitting of new
 25 entrance doors to flats."

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1 Can you see that?
 2 A. Yes.
 3 Q. If you go a little bit lower down on the page:
 4 "8. Blocks where refurbishment of the common
 5 landings and staircases is over due."
 6 Do you see that?
 7 Then if you go over under "Options", you can see it
 8 says, number 1:
 9 "Replace the old door and frame (the door set) with
 10 a new 30 minute fire rated door set incorporating
 11 intumescent strips and cold smoke seals (FD30s) with
 12 a self closing device."
 13 Then if we go over to page 2 {CST00002660/2} this is
 14 under item 2:
 15 "Replace the old door with a new 30 minute fire
 16 rated door inserted in the old frame incorporating
 17 intumescent strips and cold smoke seals in the new door
 18 (FD30s) with a self closing device."
 19 Do you see that?
 20 A. Yeah.
 21 Q. Then number 3:
 22 "Fit intumescent strips (if not fitted) and cold
 23 smoke seals in the existing door and a self closing
 24 device to the door."
 25 Was it your understanding after looking at this

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1 letter that the doors that were to be replaced needed to
 2 meet the standard of an FD30S door?
 3 A. Yes.
 4 Q. Did you understand what the S signified?
 5 A. I did, yes.
 6 Q. What was that?
 7 A. Cold smoke seals.
 8 Q. 30-minute fire rated door with intumescent strips and
 9 cold smoke seals —
 10 A. Yes.
 11 Q. — to give it its full description? Right.
 12 A. Yes, which is what I tried to reflect in my statement.
 13 Q. I understand that. Yes, I see, so FD30 plus the other
 14 elements equals FD30S?
 15 A. Indeed.
 16 Q. Were you aware that the suffix S meant that a door had
 17 been tested for cold smoke leakage?
 18 A. Yes.
 19 Q. Did you know what the S signified before you received
 20 this letter from Carl Stokes or as a result of it?
 21 A. I'd known before.
 22 Q. You'd known before?
 23 A. Yeah.
 24 Q. Did Carl Stokes discuss with you the need for doors to
 25 be tested for cold smoke leakage as a separate test from

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1 the test for fire resistance?
 2 A. I don't recall having that conversation, but I can't
 3 say.
 4 Q. Had you discussed that topic with anyone from
 5 Salvus Consulting before November 2010?
 6 A. Again, I can't say.
 7 Q. When Carl Stokes sent you this document, what did you do
 8 with it, or what did you do with the information that
 9 I've just shown you under the three options there?
 10 A. To be honest, I think I probably focused more on the
 11 first page.
 12 Q. The priorities?
 13 A. Yes.
 14 Q. Right.
 15 A. So obviously where we've got blocks with a single means
 16 of escape, you know, it helped — that was to feed into
 17 the programme so that the programme reflected the
 18 highest risk at the beginning of the programme.
 19 Q. Right.
 20 Did you have any discussions with either
 21 Abigail Acosta or Simon Throp that the standard required
 22 for flat entrance doors was FD30S?
 23 A. I'm sure I would have.
 24 Q. Did you pass this letter to them and highlight those
 25 three options at the foot of page 1 and at the top of

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1 page 2 that I've read to you?
 2 A. I think it very likely that I did.
 3 Q. Right.
 4 Now, if we then move to the next year,
 5 March 2010(sic), {CST00013074}.
 6 We can see that you had a meeting with Simon Throp
 7 and Carl Stokes on 10 March 2011, and the reason
 8 I suggest that to you is because of what we see on the
 9 screen. Here is a letter dated 7 March from Carl Stokes
 10 to you:
 11 "Up dated after meeting with Simon Throp on Thursday
 12 10th March 2011."
 13 Do you recall that meeting?
 14 A. Not especially, no.
 15 Q. If we go down to page 2 {CST00013074/2}, at the bottom
 16 of the page, please, bottom of the letter, you can see
 17 there, after his signature:
 18 "Up dated information after 10th March meeting with
 19 J Wray and S Throp.
 20 "Simon confirmed that the replacement doors would
 21 have self closers and cold smoke seals fitted to them,
 22 also the letter boxes would be fire rated. It was also
 23 agreed that I would be present when the first doors are
 24 installed and Abigail Acosta, the project manager will
 25 arrange the dates and times etc."

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1 Why were you at that meeting? Was it because you
 2 were there in your monitoring role —
 3 A. Yeah, I believe so.
 4 Q. — as you described it earlier?
 5 A. Yeah, I believe so.
 6 Q. Why was Carl Stokes present at that meeting?
 7 A. I'm presuming that Simon Throp asked to meet him, but
 8 I can't say at this stage.
 9 Q. Right.
 10 Now, Carl Stokes said in his evidence — and it's
 11 {Day138/39:1–4} — that he thought he was there to look
 12 at the criteria of the doors. Do you agree?
 13 A. Sorry, the document with — his criteria document, did
 14 it come before or after this? Does that make sense?
 15 Q. His criteria document was from November.
 16 A. Right, okay.
 17 Q. His evidence was that he thought he was there in order
 18 to discuss the fire safety criteria of the doors.
 19 A. Right, the specification of the door?
 20 Q. Yes.
 21 A. Yes. Well, that would make sense.
 22 Q. Did he mention at that stage the requirement for a fire
 23 door to undergo testing for cold smoke leakage separate
 24 from a test for fire resistance?
 25 A. I honestly couldn't say.

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1 Q. Right.
 2 Now, if we go back up to page 1 of this letter
 3 {CST00013074/1}, please, look at the paragraph
 4 numbered 1.
 5 A. Yeah.
 6 Q. It says there:
 7 "Can it please be confirmed that the doors that are
 8 to be fitted under the contract are the 30 minute Fire
 9 Doors (FD30) version and could the company forward all
 10 the relevant documentation to confirm this."
 11 Do you see that?
 12 A. Mm—hm.
 13 Q. If you look at the third paragraph from the bottom, that
 14 follows on from a reference to Manse Masterdor saying on
 15 its website that its doors meet the requirement of
 16 part M of the Building Regulations and, particularly,
 17 had been tested to BS 476—22.
 18 Did you ever ask Manse Masterdor for a confirmation
 19 and certification?
 20 A. I don't know that I did. I naturally assumed that the
 21 project manager would have done.
 22 Q. You naturally assumed that; did she?
 23 A. I don't know.
 24 Q. Did you ask her?
 25 A. I don't know whether she did and I don't know whether

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1 I asked her, but that's the role of the project manager,
 2 is to make sure that the specification and all the
 3 documentation is in place.
 4 Q. Right.
 5 Did you think that Mr Stokes' advice in paragraph 1
 6 there that the doors should be confirmed to be FD30
 7 doors was at odds with the letter that he had sent you
 8 on 10 November 2010 setting out the requirement for
 9 doors to be FD30S?
 10 A. I didn't, because I would have probably read it in the
 11 context of everything else he said in the letter, where
 12 he's obviously raising anxiety that there's no mention
 13 of the other aspects in terms of ...
 14 Q. Yes, indeed. Did you note that there was now no
 15 reference to the need for the doors to have cold smoke
 16 seals?
 17 A. Sorry, sorry, when you say no reference, do you mean in
 18 his point 1?
 19 Q. Yes.
 20 A. Well, as I say, I'd have read the context of the letter,
 21 he's identifying issues. That would be going back to
 22 Simon Throp and Abi Acosta to address, so I assumed that
 23 any of his concerns were being raised with them, and
 24 being addressed by them.
 25 Q. Well, yes, but did you not notice that there was

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1 a degree of inconsistency between what Mr Stokes was
 2 telling you in the November 2010 letter and this March
 3 letter about the fire safety standards for these doors?
 4 A. Can I see the second page again, please?
 5 Q. Yes, of course. Page 2 {CST00013074/2}, please.
 6 (Pause)
 7 A. I don't think I would have picked up on there being
 8 a discrepancy because he's mentioning — he's still
 9 reiterating the need for them to have intumescent strips
 10 and closers, and he's kind of raising his anxiety that
 11 that's not necessarily clear from the website, or that's
 12 my interpretation.
 13 Q. This isn't the most crystal clear document, is it?
 14 A. No.
 15 Q. No. Did you not then go back to him and ask him for
 16 very clear specification or advice on what specification
 17 was required for these doors, so that Simon Throp and
 18 Abigail Acosta could go back to Manse Masterdor and say,
 19 "Are your doors FD30S?"
 20 A. I don't know whether I did or I didn't, but he was very
 21 clear in his criteria initially, and that was circulated
 22 and that's what they should have been working to.
 23 Q. Now, while we're on this page, he does go on to ask, as
 24 you can see from item 2, for confirmation:
 25 "... that the doors will meet all the requirements

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1 of the current Building Regulations and HM Government
 2 Fire Safety Risk Assessment guide for 'sleeping
 3 accommodation'? This includes the hinges, letter boxes,
 4 called letter plates, and any securing or locking
 5 mechanisms."
 6 Also, in the middle of the page, towards the bottom
 7 of your screen there, he says he has:
 8 "... attached the relevant pages from Approved
 9 Document B (Fire Safety) Volume 2 for your information
 10 Section 5 General Provisions and Appendix B fire doors
 11 and I draw your attention to items 5.2, 5.5, 5.6 and
 12 5.11 of Section 5 General Provisions. Also to item 2 of
 13 Appendix B and item 2a, of table B1."
 14 Do you remember whether you looked at that guidance
 15 to which he had drawn your attention?
 16 A. I don't recall, sorry.
 17 Q. Right.
 18 Let's look at {CST00000006}. This is a document
 19 which Mr Stokes told us he thought was the document that
 20 he had attached.
 21 A. Okay.
 22 Q. That's {Day138/41:24—25}, and you can see at the top he
 23 says:
 24 "Good morning, after the meeting yesterday here is
 25 relevant information regarding flat entrance doors,

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1 I have highlighted the two parts in green. Carl."
 2 Do you think you read this?
 3 A. Yeah, I would have read everything he sent me.
 4 Q. Right.
 5 If we turn to the next page, please, page 2
 6 {CST00000006/2}, you can see that he's marked in green
 7 paragraph 2 there.
 8 If you turn to page 3 in this exhibit
 9 {CST00000006/3}, under table B, "Fire doors",
 10 section 2a, he has marked that in green as well.
 11 A. Yes.
 12 Q. Did you look at that when he sent this to you, do you
 13 think?
 14 A. Yes.
 15 Q. Did you read anything that wasn't marked in green?
 16 A. Not in detail, no, probably not.
 17 Q. Right.
 18 If we go back to page 2 {CST00000006/2}, did you
 19 look, for example, at paragraph 1 on the top of the
 20 left-hand column, "All fire doors should have the
 21 appropriate performance given in Table B1", and then
 22 there is the data set out there? Did you see that? Did
 23 you read it?
 24 A. I really don't remember if I read it. I would have
 25 passed it to the technical people who were specifying

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1 and procuring the works, and I would expect them to
 2 incorporate anything that he's highlighting.
 3 Q. Right.
 4 A. We've asked him for his view, he's provided it, and now
 5 they need to incorporate it.
 6 I suspect that I did, but it depends what other
 7 mayhem was happening on that day, I suspect.
 8 Q. Did you understand that the smoke test was a separate
 9 test from the fire resistance test?
 10 A. I can't say whether I understood that then. Obviously
 11 the world knows differently now, but I — so I can't
 12 really tell you whether I did know that then.
 13 Q. Right.
 14 A. It's possible that I did, but I can't confirm it.
 15 Q. Now, if we look at paragraph 2 on that page, which he's
 16 highlighted in green, it says:
 17 "All fire doors should be fitted with a self-closing
 18 device except for fire doors to cupboards and to service
 19 ducts which are normally kept locked shut and fire doors
 20 within flats (self-closing devices are still necessary
 21 on flat entrance doors)."
 22 Do you see that?
 23 A. Yeah.
 24 Q. Over on page 3 {CST00000006/3} he has marked
 25 paragraph 2a in table B1 as I've shown you. That shows

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1 and tells you in clear terms, doesn't it, that the
 2 minimum fire resistance of a door, if it separates
 3 a flat from a space in common use, is FD30S, isn't it?
 4 A. Yes.
 5 Q. Yes. So do you agree that you were made aware that the
 6 requirements for flat entrance doors were FD30S?
 7 A. For new flat entrance doors, yes.
 8 Q. Given that he had asked Manse Masterdor to confirm that
 9 the doors were FD30 in the part of the letter I showed
 10 you, I think you accept that there was some degree of
 11 confusion in his correspondence; yes?
 12 A. If you consider all of the correspondence, I think it's
 13 clear, but in the point that you've highlighted to me,
 14 it does say FD30.
 15 Q. Did you follow up with him and ask him why his letter
 16 had said FD30, but the technical data he had marked up
 17 for your attention said FD30S?
 18 A. No, because it was my understanding that we needed
 19 FD30S, as I've said before, and he has appended this and
 20 it's gone to the technical people. So I don't think
 21 it's — his wording isn't fabulous, but I don't think
 22 it's that ambiguous. I think it's still clear.
 23 Q. I see.
 24 After you received this data, did you send it to
 25 Abigail Acosta and/or Simon Throp or discuss it with

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1 them?
 2 A. I would have sent it to Simon Throp, I'm sure.
 3 Q. But without further discussion?
 4 A. I can't say at this stage. Maybe I did, maybe I didn't.
 5 I don't know.
 6 MR MILLETT: Mr Chairman, is that a convenient moment?
 7 SIR MARTIN MOORE-BICK: Yes, I think it is, Mr Millett.
 8 I think it's time we had a break, don't you,
 9 Ms Wray?
 10 We will stop now. We will resume, please, at 11.35,
 11 and again, please don't talk to anyone about your
 12 evidence while you're out of the room.
 13 THE WITNESS: Thank you.
 14 SIR MARTIN MOORE-BICK: All right?
 15 THE WITNESS: Yes.
 16 SIR MARTIN MOORE-BICK: Thank you very much.
 17 (Pause)
 18 Thank you, 11.35, please. Thank you.
 19 (11.20 am)
 20 (A short break)
 21 (11.35 am)
 22 SIR MARTIN MOORE-BICK: All right, Ms Wray, ready to carry
 23 on?
 24 THE WITNESS: Yes.
 25 SIR MARTIN MOORE-BICK: Well done, thank you.

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1 Yes, Mr Millett.
 2 MR MILLETT: Ms Wray, in general terms, can you help me,
 3 whose job was it within the TMO to ensure that the
 4 contract with Masterdor specified the correct and
 5 compliant specification for flat entrance doors?
 6 A. I would have thought that was with the technical
 7 division who were responsible for the contract. They
 8 can seek advice, but in terms of ensuring that the
 9 contract says the right thing, that I believe sits with
 10 them.
 11 Q. To the best of your knowledge given your involvement as
 12 you have explained it with this project, who were the
 13 people in the technical team?
 14 A. Well, ultimately Simon Throp was the interim director at
 15 that stage, and Abi Acosta — he appointed, I think,
 16 Abi Acosta as the project manager. There may have been
 17 other people involved, I can't recall, but certainly
 18 those two.
 19 Q. So Abi Acosta would have been at least in part
 20 responsible for specifying the correct specification for
 21 the flat entrance doors?
 22 A. I believe so, yes.
 23 Q. Yes, thank you.
 24 Now, I'm going to continue with the topic but the
 25 emphasis may change slightly.

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1 It looks from the letter that we've been looking at
 2 that it was agreed at this meeting that Carl Stokes
 3 would attend the installation of the first door.
 4 A. Yes, the pilot door.
 5 Q. Why was that? Why was it necessary that he should?
 6 A. I don't know if it was necessary, but he was going to be
 7 going back to properties where these doors had been
 8 installed and he was then going to be asking me lots of
 9 questions about what we'd installed and what standards
 10 they met, so it seemed sensible for him to be present to
 11 actually witness an installation, so he could see
 12 whether it was being done to the standard that he felt
 13 was appropriate to meet the required fire-ratedness.
 14 Q. Now, can we go to your third statement, please,
 15 {TMO00847305/3}, paragraph 12.
 16 I'm going to ask you to look at the end of it, at
 17 the end of the third line. You say:
 18 "Then, on 30 April 2011, Carl Stokes wrote to me
 19 summarising the relevant items of the draft "Fire Safety
 20 in Purpose-Built Blocks of Flats' Guide which could
 21 affect the door replacement programme ..."
 22 Let's look at that letter. It is at {TMO00847318}.
 23 As you can see, it's dated 30 April 2010. I think
 24 that's an error —
 25 A. Yeah.

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1 Q. — for 2011, isn't it?
 2 A. Yes, it is.
 3 Q. Yes, and you have said so at paragraph 12 of your third
 4 statement.
 5 Now, did you ask him to provide you with the advice
 6 contained in this letter or did he volunteer it?
 7 A. I think he probably volunteered it.
 8 Q. In what way did you use the advice that he provided to
 9 you in this letter, do you remember?
 10 A. Not especially, no.
 11 Q. Right.
 12 Looking at the advice at page 1, if we look at the
 13 last paragraph, you see he's picking up paragraph 68.2
 14 of the LGA guide — or perhaps it's not the LGA guide.
 15 He is picking up 68.2 of what I think is a draft of the
 16 LGA guide as at April 2011, and you can see that from
 17 the heading of the letter; yes?
 18 A. Yes.
 19 Q. Yes, and it says:
 20 "As flat entrance doors are required to be
 21 self-closing, there is a risk that any self-locking
 22 security devices fitted to the doors could
 23 [accidentally] lock residents outside of their own
 24 flats."
 25 He then goes on to explain the practical experiences

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1 of living with a self-closer, but he doesn't provide any
 2 further, more detailed guidance about what is required
 3 by way of self-closers, does he?
 4 A. No.
 5 Q. Did you ask for any further guidance on that?
 6 A. I don't recall asking for further guidance, no.
 7 Q. Did you need any further guidance, or did you already
 8 know that flat entrance doors had to be self-closing?
 9 A. Well, yes, of course.
 10 Q. Right.
 11 Then if we continue, he goes on to say, as I've
 12 said, that there is a risk that self-locking security
 13 devices fitted to doors could accidentally lock
 14 residents out of their own flats, and then he goes on:
 15 "As well as being a general nuisance for residents
 16 who may leave their keys inside the flat, there is also
 17 a risk during a fire, if residents leave their flat and
 18 dependent family members remain inside the flat. The
 19 danger in these circumstances is that residents may
 20 resort to removing or disconnecting the self-closing
 21 device."
 22 Now, on that last sentence there, was that risk
 23 something you were already aware of?
 24 A. I'm not sure if I was aware of it then, but I certainly
 25 have been made aware of it subsequently.

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1 Q. You say subsequently; do you mean —

2 A. Well, in the intervening period.

3 Q. In the intervening period between 30 April 2011 and the

4 date of the fire?

5 A. Yes.

6 Q. Yes.

7 Were you aware or were you made aware of any other

8 risks with self-closing devices whereby they could be

9 removed or disconnected?

10 A. Sorry, I'm not — I mean, I'm aware that there is a risk

11 of them being removed or disconnected, and where people

12 feel they're a nuisance they may be more inclined to do

13 that, and I know that when we've tried to get access to

14 dwellings to replace self-closers, sometimes that's been

15 quite challenging because people prefer not to have them

16 replaced.

17 We also, I recall, had a discussion about whether

18 external self-closers could be fitted, because they

19 would have the advantage of being able to be inspected

20 easily, but I think we had some concerns that they might

21 create a security issue, so that wasn't progressed.

22 Along those lines, really.

23 Q. Yes.

24 Now, we can see from the letter that Mr Stokes is

25 advising you from a then draft of the LGA guide.

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1 A. Yes.

2 Q. Unless you tell me otherwise, I'm going to proceed on

3 the basis that there was no or no material difference

4 between the draft as it stood in April 2011 and the

5 final version as published later that year.

6 Can I show you what it says. I think the numbering

7 changes, {HOM00045964/98}, please.

8 Let's look at paragraph 62.17, towards the bottom of

9 the page, and it says:

10 "It will not be practicable to test existing doors

11 to confirm their actual fire resistance. Therefore,

12 three options exist in relation to original

13 fire-resisting doors that do not meet current benchmark

14 standards. These are:

15 "▪ accept the door as it is, provided it is a good

16 fit in its frame and that it satisfied the standard

17 applicable to fire-resisting doors at the time of

18 construction of the building or manufacture of the door

19 ('notional FD30' door)

20 "▪ upgrade the door by, for example, fitting

21 intumescent strips and smoke seals along the edges, and

22 fitting a protected letter box ('upgraded FD30S' door)

23 "▪ replace the door with an FD30S door ('replacement

24 FD30S' door)."

25 A. Yeah.

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1 Q. Then over the page {HOM00045964/99} at 62.19, it says

2 this:

3 "It is essential that, irrespective of which option

4 is chosen, fire-resisting flat entrance doors, and doors

5 provided to protect common corridors, lobbies and

6 stairways, should be fitted with suitable positive

7 action self-closing devices. The self-closing device

8 should be capable of closing the door in its frame from

9 any angle and overcoming the resistance of any latch.

10 Rising butt hinges used to be acceptable under previous

11 benchmark guidance, but are no longer considered

12 suitable devices because they are unreliable in the

13 effective closure of a door."

14 62.20:

15 "The fitting of suitable self-closing devices —

16 whether to replace rising butt hinges (pictured below)

17 or because the doors are not fitted with self-closing

18 devices — must [in bold] be undertaken in the short term

19 as a matter of priority."

20 Now, I've shown you what Mr Stokes brought to your

21 attention in the 30 April 2011 letter; did Mr Stokes

22 bring those paragraphs to your attention? He doesn't in

23 the letter, but did he otherwise at that time?

24 A. He may have done.

25 Q. Right.

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1 A. But I would have read them.

2 Q. You would have read them.

3 Did you go and check the draft guidance as it stood

4 in April 2011 or the final guidance, which is in, so far

5 as we can tell, the same terms, later that year, on this

6 point?

7 A. Likely to, yeah.

8 Q. Likely to; do you remember doing so?

9 A. Not in 2011, no, but I'm pretty confident I would

10 have —

11 Q. Can we proceed, then, on the basis that you knew from

12 April 2011, or perhaps later in the year but certainly

13 within 2011, of the requirements I've just read to you?

14 A. Yes.

15 Q. Yes.

16 Now, then, let's move on to the installation.

17 The first door in the flat fire door replacement

18 programme across the stock was on 11 May 2011, wasn't

19 it?

20 A. Yes.

21 Q. It sticks in the memory because it was installed at

22 flat 16, Grenfell Tower, wasn't it?

23 A. I know it was Grenfell Tower; I wouldn't remember the

24 flat. But yes, if you say, that's fine.

25 Q. Can I take you to the letter that you received from

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1 Carl Stokes after that installation , {CST00000991}.

2 23 May 2011 is the date, and the title:

3 "Subject: The fitting of the first replacement

4 entrance door to flat 16 Grenfell Tower.

5 "Dear Janice

6 "Thank you for inviting me to view the installation

7 of the first replacement entrance door to flat 16 of

8 Grenfell Tower on the 11th May, my comments are limited

9 to that of the fire requirements needed to be compliant

10 with the Fire Safety Order 2005. From the information

11 given to me by the installation team on site and the

12 technical sheets beforehand by yourselves the door

13 fitted was a fire rated version (FD 30) of the 'Suredor

14 GRP' range manufactured and installed by Manse Masterdor

15 ... The entrance door consisted of a GRP composite door

16 leaf within an insulated reinforced PVCu frame, the door

17 was fitted with a self closing device, intumescent and

18 cold smoke seals and a fire rated letter box, all in

19 accordance with the details supplied beforehand. The

20 door set has according to the [manufacturer's]

21 information been successfully tested to BS476 Part 22."

22 Now, did you take that statement there as Mr Stokes'

23 indication or statement, perhaps, that the doors

24 complied with all fire safety and Building Regulations

25 applicable to those doors?

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1 A. I would have done.

2 Q. Now, having been told that the doors were a fire rated

3 version FD30, did you think that that was at odds with

4 his previous advice of 10 November 2010 and, indeed,

5 parts of Approved Document B which he had provided to

6 you?

7 A. No, because he was then confirming the self-closing

8 device, the intumescent cold smoke seals, the fire rated

9 letterbox, which my understanding was made it an FD30

10 door set.

11 Q. And did you understand that they had been tested for

12 cold smoke leakage or not?

13 A. I can't recall. You asked me this before, and

14 I couldn't recall then either, sorry.

15 Q. Right. So did you read this — and I think I'm getting

16 your evidence as follows, but correct me if I'm wrong —

17 you read this that the door itself was FD30 but, because

18 of it being fitted with a self-closing device,

19 intumescent and cold smoke seals and a fire rated

20 letterbox, it became FD30S?

21 A. I read this that it was an FD30S, but he was

22 highlighting that it was 30-minute fire rated and not 60

23 or 120.

24 Q. Right.

25 Again, you didn't, I take it, query that meaning

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1 with Mr Stokes, or ask anybody in the technical team to

2 take that up with Manse Masterdor?

3 A. I can't recall doing.

4 Q. Right.

5 Now, after the doors were installed, were you aware

6 that there were problems with the self-closing devices

7 in some buildings?

8 A. No, I wasn't.

9 Q. You weren't, right. Well, let's just double-check that.

10 Can we look at your third witness statement, please,

11 {TMO00847305/7}, paragraph 25.

12 A. Sorry, with the exception of the closer, the weight of

13 the closer, which I mentioned earlier. That's the one

14 thing I was aware of in relation to some people who

15 struggled.

16 Q. Yes —

17 A. Yes, sorry, that's the one thing that I had been made

18 aware of that.

19 Q. Let's just be clear about that because I was about to

20 correct you, but I think you have virtually done that.

21 Here at paragraph 25 of your third statement, you

22 say:

23 "I do recall that some elderly residents found the

24 new doors difficult to open on the basis that they were

25 perceived as being too heavy. As a result, assisted

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1 closers were fitted to these particular doors. These

2 assisted closers are the only alternative self-closer

3 that I am aware of being provided to residents. I do

4 not believe any of these residents lived at

5 Grenfell Tower."

6 Those are the issues that arose?

7 A. That's what I was made aware of, yes.

8 Q. Yes, I see.

9 Now, can we look at {TMO10000915}. I think we can

10 pick this up quickly.

11 This is the health and safety committee meeting

12 8 September 2011. If we go to page 3 {TMO1000915/3},

13 item 10, halfway down the page, you advised that the

14 front door replacement works were progressing well, and

15 then you say:

16 "Some issues had arisen with the door closers

17 proving too strong for some of the very elderly and

18 frail residents. The manufacturer/installer has been

19 asked to recommend an [alternative] closer that can be

20 used in these cases."

21 How was it that you became aware of that problem?

22 A. I think it was our tenant liaison officer, who I think

23 was Lorna Cunningham, that these residents had contacted

24 her and she'd visited them and saw that there was

25 a problem, and she'd raised it with me and I'd sort of

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1 gone back to Abi to say, "What can we do here? Is this
2 a possibility?"
3 Something was trialled, and I was actually asked to
4 attend the trial door, and I got feedback from the
5 residents and some of her neighbours upstairs also, and
6 they were very happy with the alternative, and I just
7 remember that because they were really nice people,
8 and —
9 Q. How widespread was the problem across the stock?
10 A. I'm not aware that it was widespread, and I do recall
11 asking that records be kept of all the locations where
12 these were installed, but, in truth, I don't know
13 whether that happened or whether it was put on Keystone
14 or anywhere. But I felt it was important because there
15 was potentially a different level of maintenance that
16 would be required at those locations.
17 Q. Was this question discussed at any of the fire flat
18 front door replacement programme project meetings in
19 2011?
20 A. I don't know. I would have thought it would have been,
21 but I probably by then wasn't able to go to all of them,
22 so I don't know for sure. But I know that we did
23 progress in that way and it was — the residents were
24 happy with the alternative.
25 Q. Right.

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1 Do you remember asking Carl Stokes for his advice on
2 this question of removing or replacing self-closing
3 devices where the residents were elderly or frail?
4 A. I think I might have done, yeah. In fact, it may — to
5 be fair, it may have been him who suggested the assisted
6 closer. I mean, he was — I'm sure he would have been
7 really robust in saying they can't be removed without
8 having an alternative closer fitted.
9 Q. Yes.
10 Let's just look at an email run on this topic.
11 Perhaps, in light of your evidence, we can take this
12 quite quickly.
13 {TMO00867924/1}. It starts on page 3, where you
14 were copied in to a problem arising at Frinstead House
15 and also at King Charles House with residents in their
16 80s, you may remember that. You asked Carl Stokes for
17 his advice and we get his advice on page 1.
18 It comes from Carl Stokes to Abi Acosta, copied to
19 you, 4 August 2011:
20 "Abi
21 "After our telephone conversation earlier ref
22 removing the self closing device from the flat entrance
23 door I would recommend that this does not happen.
24 "The Building Regulations are quite specific on the
25 requirements for self closing devices to be fitted to

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1 flat entrance doors and as the replacement doors meet
2 the requirements of the current Building Regulations and
3 other fire safety guidance to remove the self closure
4 may cause insurance and other legal safety problems.
5 For instance you have removed a preventive safety
6 element and consequently you have now down graded the
7 structural elements of the protected staircase. I would
8 strongly recommend that you check with your buildings
9 insurers about removing the self closing device and ask
10 for their opinion and if this effect [sic] any insurance
11 cover."
12 You remember receiving that advice, I'm assuming?
13 A. I think so, or I've certainly re-read it recently, yeah.
14 Q. Yes.
15 He also sends a letter of 4 August at {TMO00867927}.
16 Here he provides a summary of what he had promised he
17 would provide, which is the guidance.
18 In the first paragraph on the first page, he says in
19 the third line:
20 "You have asked if a self closing device fitted to
21 a flat entrance door located in a protected staircase or
22 a protected corridor can be removed so as to aid the
23 person opening the door."
24 Was that a question you asked him?
25 A. I think that was a question either coming possibly from

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1 Lorna, from the resident liaison officer who had spoken
2 directly to the residents, so I think that's where that
3 question came from.
4 Q. Right. Do you recall reading this letter?
5 A. Yeah.
6 Q. Right.
7 He then sets out the text contained in the RRO,
8 which I think you were aware of even before you received
9 this letter.
10 A. Mm—hm.
11 Q. Yes.
12 He says in the second paragraph:
13 "The answer to your question is that if a self
14 closing device is fitted to a flat entrance door located
15 in a protected staircase or a protected corridor then it
16 should not be removed. The reason for this answer is
17 that."
18 Then he sets out the text of the RRO, and goes on to
19 say afterwards:
20 "I believe that by removing the self closing device
21 from a fire door this could place the other residents of
22 the building at risk, because if a fire was to occur
23 within the flat the entrance door would not close
24 automatically so the smoke and flame could enter the
25 common parts of the building and would not be confined

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1 to the dwelling of origin. This is because there was
 2 a device fitted and you have now disabled or removed
 3 it."

4 Then he goes on to set out Article 32.3 of the FSO,
 5 and the responsible person, as you can see on the rest
 6 of that page, if we scroll down, please, to the rest of
 7 page 2, and then over on to page 3 {TMO00867927/3}. Do
 8 you see that?

9 Pausing there, you understood from receiving this
 10 letter on 4 August 2011 that removing a self-closing
 11 device was a serious matter?

12 A. Yes.

13 Q. It would have been a serious infringement of the
 14 responsible person's obligations under the RRO.

15 A. Indeed.

16 Q. He then quotes, as I've shown you, from the
 17 Building Regulations, and particularly the beginning of
 18 the long italicised text, a third of the way down your
 19 screen:

20 "The flat entrance doors are critical to the safety
 21 of the common parts in the event of a fire within
 22 a flat. The doors must be self-closing and afford
 23 an adequate degree of fire resistance."

24 Then he goes on to quote from the newly published
 25 LGA guide there, and then you can see the conclusion,

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1 and he says:

2 "I would advise that self closing devices where
 3 fitted to a flat entrance door located in a protected
 4 staircase or a protected corridor should not be removed
 5 because the existing situation is being made worse,
 6 a Building Regulations term, and by removing the self
 7 closing device you could be 'placing one or more
 8 relevant persons at risk of death or serious injury in
 9 the case of a fire'.

10 "There are alternative solutions to removing the
 11 self closing device from the flat entrance door, if you
 12 would like me to attend a meeting with the providers of
 13 the doors or with yourselves please instruct me."

14 So it's clear from this that you were aware not only
 15 of the importance of the need to make sure that there
 16 were self-closing devices in place, but also that they
 17 were adequately maintained.

18 A. Yeah.

19 Q. Yes.

20 Now, he goes on to say at the very end:

21 "The above is a personal view only and a definitive
 22 answer can only be given by a court of law, but I have
 23 undertaken the role of an enforcement officer for the
 24 FSO and carried out legal proceedings against
 25 owners/occupiers of premises. I would recommend that

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1 you seek legal opinion from your solicitors and that
 2 your insurers are contacted for their opinion, because
 3 by removing the self closing devices this could affect
 4 clauses of the buildings insurance. If you so wish the
 5 enforcing authority for the FSO, London Fire and
 6 Emergency Planning Authority (LFEPA) could be contacted
 7 for their opinion."

8 Now, although he says here that it's only a personal
 9 view, am I right in thinking that you had no reason,
 10 reading this, not to follow the opinion he'd given as
 11 your fire safety consultant, so to speak?

12 A. Yeah, of course.

13 Q. Yes, and you had no reason yourself to disagree with
 14 that view; is that right?

15 A. No, no, I think he got slightly carried away with his
 16 answer, but it's all there, yeah.

17 Q. It's all there and more.

18 A. Yes.

19 Q. Did you arrange a meeting to discuss the alternative
 20 solutions as he had invited you to?

21 A. I have no idea, but I do know that we did install the
 22 automated self-closers that I spoke of earlier.

23 Q. Did you forward this letter to anybody else, do you
 24 think?

25 A. Well, it's copied to Abigail Acosta, so —

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1 Q. Yes, indeed.

2 A. — it's possible that I also sent a copy to Simon Throp,
 3 I'm not sure.

4 Q. Simon Throp, you think, as well as Abi Acosta, who you
 5 rightly point out was copied in on it.

6 So far as you are concerned, were you satisfied that
 7 she, as the project manager for the programme,
 8 understood what Mr Stokes was advising in this letter?

9 A. I think so, yes. I think he's been quite clear.

10 Q. Moving on in time, then, we come to November 2011,
 11 {TMO10000959}, please.

12 The first page, you will see this is the minute of
 13 a TMO health and safety committee meeting,
 14 17 November 2011. You are present, and in the chair is
 15 Lornette Pemberton.

16 If we go down to page 3 {TMO10000959/3}, please,
 17 item 8, you can see there, the second paragraph down:

18 "Janice advised that the flat entrance door
 19 replacement works were still progressing well with close
 20 to 700 of the current 1200 doors in the programme having
 21 been installed. The issues surrounding the strength of
 22 the door closers proving too strong for some of the very
 23 elderly and frail residents, seems to have been resolved
 24 with an alternative closer being used in these
 25 scenarios."

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1 When the alternative self-closing devices were
 2 installed, did you ask Carl Stokes or anybody else to
 3 check that they had been installed properly and were
 4 compliant with the LGA guidance and his own
 5 4 August 2011 letter advice?
 6 A. I don't know if I did.
 7 Q. Right. Why is that? Why didn't you do that?
 8 A. I just can't remember if I did is what I should have
 9 said.
 10 Q. Was anybody required to monitor this question after the
 11 door replacement programme was completed, in other words
 12 monitor to ensure that self-closers were not disabled?
 13 A. We had a — well, we had a kind of range of
 14 opportunities where we had access to dwellings, and we
 15 tried to take advantage of those to make sure that
 16 self-closers were in place or that they were working
 17 effectively. We did heavily concentrate on void
 18 dwellings where we were doing major works, it's
 19 something we would look at. We would — we were ...
 20 What we tried to do at one stage was talk to our gas
 21 servicing contractors who were required to go into
 22 a substantial volume of our dwellings on a yearly basis
 23 to see if it's something we could ask them to
 24 incorporate, obviously with an additional degree of
 25 training, and I think it was something that some other

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1 people in the sector had managed to instigate, so we
 2 were quite keen on that. Unfortunately, our gas
 3 servicing contractors weren't happy to oblige, so we
 4 were always looking at other ways in order to assess
 5 self-closers. Carl was doing a percentage.
 6 So we were sort of — and it wasn't — it was
 7 piecemeal and it wasn't a consistent programme, and, as
 8 you know, even when we ultimately asked the council if
 9 we could do a programme, their view at that stage was
 10 not.
 11 So we were trying to take advantage of all the
 12 opportunities that presented themselves but we didn't
 13 have a holistic programme.
 14 Q. Well, thank you for that, and that answers a number of
 15 questions we may have for you later on, but we will come
 16 back to that topic perhaps later.
 17 Focusing on the summer of 2011, do you remember that
 18 there was a self-closing device coming out of the door
 19 in King Charles House in June of that year as a problem?
 20 A. No.
 21 Q. The reason I suggest it might be memorable is because it
 22 was discussed in a progress meeting that you attended
 23 the next month.
 24 If we can go to that, just to refresh your
 25 recollection, it's at {TMO10000887}.

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1 On the first page you will see that this is
 2 a progress meeting of 7 July 2011 at which
 3 Abigail Acosta was present, as were you. Do you see
 4 that?
 5 A. Yes.
 6 Q. And Lorna Cunningham, who I think was the TLO, wasn't
 7 she?
 8 A. She was.
 9 Q. The RLO. You can see that there.
 10 If you go in that, please, to page 4
 11 {TMO10000887/4}, you will see at the very top of the
 12 page:
 13 "NB confirmed that new closer for 13 King Charles
 14 House had been ordered and will arrange for making good
 15 with resident in due course."
 16 Do you remember whether at that stage the fact that
 17 there had been a problem with one flat indicated a wider
 18 problem with these door-closers across the estate?
 19 A. No. As far as I'm aware, this was a one-off.
 20 Q. Right. So far as you were aware, that was a one-off.
 21 Can we go to {TMO00867783/3}. This is an email run
 22 later in the month of July 2011, and at the bottom of
 23 page 3 we will see that there is an email, not copied to
 24 you, from Carl Stokes to Abi Acosta, 21 July 2011, "New
 25 Doors at Grenfell Tower". He says:

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1 "On Tuesday I was at Lancaster West and was informed
 2 that the self closing device on 3 of the new flat
 3 entrance doors have come away from the door, this is the
 4 same problem as in King Charles House. Are you aware of
 5 this reoccurring fault?"
 6 That is then the subject of further discussion. If
 7 you scroll up page 3, you can see that Abi Acosta comes
 8 back and says:
 9 "Carl hi
 10 "No I am not, thanks for bringing to my attention.
 11 "I will raise as concern at our next site
 12 meeting ..."
 13 Then if you scroll on up, you can see how that
 14 resolves itself.
 15 I think it's right to say that this isn't, at least
 16 in email terms, brought to your attention, but was this
 17 ever discussed at any of the progress meetings?
 18 A. Unless you tell me differently, it doesn't ring any
 19 bells with me. Genuinely, when I wrote my witness
 20 statement, it was based on my recollection that the
 21 self-closer was the — the automatic self-closer was the
 22 issue that I recalled coming up, and —
 23 Q. Right.
 24 A. I may have been aware of one or two specific locations,
 25 but I didn't know there was anything more than that.

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1 Q. At your regular meetings with Mr Stokes in the summer of
 2 2011, did he not bring to your attention the recurring
 3 problem with self-closers that had been —
 4 A. No, I don't believe that he did, no.
 5 Q. Right.
 6 We don't see any indication in your annual health
 7 and safety reports that the replacement flat entrance
 8 doors had any of the problems with the self-closers that
 9 had begun to emerge in July 2011, do we?
 10 A. Well, as I say, I don't think I'm — I genuinely don't
 11 think I was aware of them, and I probably wouldn't have
 12 made specific reference to the automated closers because
 13 that's probably just too much detail for an annual
 14 report.
 15 Q. Can you explain why Abi Acosta didn't bring this problem
 16 to your attention?
 17 A. No, I can't.
 18 Q. Can you explain why Carl Stokes didn't bring this
 19 problem to your attention?
 20 A. No, really. I mean, I — so you've obviously seen
 21 paperwork that I wasn't copied in to. How widespread
 22 was this?
 23 Q. That's a question I have to ask you, but I think I did
 24 ask you and you didn't know.
 25 A. No.

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1 Q. Who was Abi Acosta's line manager?
 2 A. I don't know if she reported directly to Simon Throp.
 3 I'm not sure. She was part of the capital team. There
 4 may have been a manager between her and Simon. Sorry,
 5 I'm not too sure.
 6 Q. Right, and who did Simon Throp report to?
 7 A. He may have reported directly to the chief exec.
 8 Q. Right.
 9 I'd like to turn to the topic of monitoring and
 10 maintenance of flat entrance doors next, after the front
 11 door replacement programme had come to an end.
 12 Can we start by looking at the LGA guide,
 13 {HOM00045964/125}, paragraph 82.1.
 14 82 is entitled "Inspections and repairs of other
 15 fire safety measures", and you can see that under 82.1
 16 it says:
 17 "Other fire safety measures such as fire-resisting
 18 doors need also to be maintained. The following details
 19 the basic requirements for routine attention in relation
 20 to these measures.
 21 "Fire-resisting doors."
 22 Then 82.3 — there doesn't seem to be an 82.2, for
 23 some reason — says:
 24 "Good practice is to inspect timber fire-resisting
 25 doorsets on a six monthly basis as part of a programme

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1 of planned preventive maintenance. These inspections
 2 are aimed at identifying defects such as:
 3 " ■ missing or ineffective self-closing devices."
 4 Then it goes on:
 5 " ■ damaged doors or frames.
 6 " ■ removal of locks without suitable repairs to the
 7 integrity of the doors.
 8 " ■ poorly fitting doors caused by distortion or
 9 shrinkage, or as a result of wear and tear.
 10 " ■ newly fitted, but inappropriate, door furniture.
 11 " ■ doors which have been replaced using
 12 non-fire-resisting types."
 13 Then 82.4 says this:
 14 "Flat entrance doors should be included within this
 15 programme. Where leasehold flats are involved, this
 16 will only be possible if there is legal right of access,
 17 by means of a condition within the lease to carry this
 18 out. It is important that any new leases include such
 19 a condition."
 20 I'm going to assume you were familiar with those
 21 paragraphs, perhaps even from the draft in April 2011.
 22 Would you agree?
 23 A. Yeah.
 24 Q. And would you agree that inspections to identify those
 25 potential defects listed in the bullet points under 82.3

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1 were necessary to be carried out by the TMO in order to
 2 make sure that the doors remained in good condition?
 3 A. Yeah.
 4 Q. Yes, and thereby, would you accept, to discharge the
 5 TMO's obligations under Article 17 of the RRO?
 6 A. Yes.
 7 Q. Yes.
 8 Can you explain whether, after the flat entrance
 9 door programme had come to an end, a six-monthly
 10 programme of planned preventative maintenance was ever
 11 put in place by the TMO in respect of fire resisting
 12 doors?
 13 A. Not a six-monthly programme, no.
 14 Q. Why was that?
 15 A. Resource, access. Those reasons, really. We — as
 16 I explained just now, we tried to make use of the access
 17 that we were having. We tried to ensure that where we
 18 had void properties, where we were doing major works —
 19 we had Carl Stokes' inspections, we had the ESAs
 20 inspecting the outside of the doors, and any — some of
 21 these things would be obvious, if they were damaged or
 22 if there had been a temporary door which nobody had
 23 replaced. My colleague, when he was doing his
 24 inspections, would also have looked at the doors
 25 externally.

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1 We had programmes in place in terms of inspecting
 2 the communal doors, but flat entrance doors, we did not
 3 have a comprehensive six-monthly inspection.
 4 Q. You mentioned resource.
 5 A. Yes. It's just ... I mean, I think I need to also say
 6 that I don't know anybody else from all of the groups
 7 that I attended who was able to put in place
 8 a six-monthly — I think it was a sector issue. People
 9 had different ways of trying to approach it, but I'm not
 10 aware of anyone who had a six-monthly inspection
 11 programme in place. So it was something that we were
 12 all struggling with: how could we resource it, but also,
 13 if we did have the resource and we were going to action
 14 this, if people didn't give you access, how were you
 15 going to achieve access, and actually, how problematic
 16 would that be?
 17 We knew from gas safety inspections, we've got quite
 18 a large team of administrators trying to make sure that
 19 we get access to all of those dwellings, and so it
 20 wasn't just a resource to do the inspections, it was
 21 a resource to make sure that access was available.
 22 Q. Right. So resource in two senses: money and people?
 23 A. Bodies, yeah.
 24 Q. In relation to money, was resource a problem?
 25 A. Well, it was going to be new work, so it — potentially

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1 we could have found a budget for it, but it would have
 2 meant not doing something else or something additional.
 3 Q. Right, did you ever — I'm so sorry.
 4 A. Sorry, no, that's okay.
 5 Q. Did you ever discuss with Anthony Stokes(sic) until 2015
 6 and then Barbara Matthews a budget to cover the
 7 requisite six-monthly preventative maintenance
 8 programme?
 9 A. I'm confident I would have discussed it with both of
 10 them, yeah.
 11 Q. When did those discussions about budget begin, roughly,
 12 do you remember?
 13 A. Sorry, no.
 14 Q. Right.
 15 We will come to the access questions a little bit
 16 later, but can we go to your first statement, please, at
 17 page 7 {TMO00000890/7}, please, paragraph 31. You say
 18 there:
 19 "Once the doors were installed, it was for the TMO
 20 to monitor the flat entrance doors and ensure they
 21 remained in good condition. For this reason,
 22 Carl Stokes continued to inspect a percentage of the
 23 front entrance doors as part of the ongoing FRA
 24 programme. This required Carl Stokes to gain access to
 25 a flat as the self-closing device was not visible when

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1 the door was shut."
 2 Just to be clear, Carl Stokes was only instructed to
 3 inspect high-rise buildings like Grenfell Tower every
 4 two years or every three years, wasn't he?
 5 A. Yes, unless there were material alterations, then he had
 6 to go more frequently.
 7 Q. Yes. So that wasn't the regularity recommended by the
 8 LGA guide, was it?
 9 A. No.
 10 Q. No.
 11 Now, without going to every single FRA for
 12 Grenfell Tower, did you ever ask for or receive
 13 a positive assurance that Carl Stokes had inspected the
 14 inside of any flat front door?
 15 A. I don't know if I asked for, but I ... my understanding
 16 of the requirements of the contract were that he would
 17 inspect a percentage. We had discussed the need for him
 18 to inspect each different kind of door in the building,
 19 which in some of our buildings could be quite varied,
 20 and ideally multiple versions of each different kind of
 21 door, and that's what he was endeavouring to do.
 22 My understanding is that sometimes he had access
 23 problems, but quite often he was able to get into enough
 24 dwellings in order — I'm talking across the whole
 25 stock — to do the inspections that we've just

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1 discussed.
 2 He then was required to identify any remedial works
 3 that were necessary in the significant findings and the
 4 action plan, and it wasn't uncommon for there to be
 5 a comment that — of a specific flat, which would
 6 require a self-closer fitted or repaired or a letterbox
 7 issue or — I mean, there was evidence from what he was
 8 doing across the stock that he was trying to fulfil that
 9 obligation.
 10 Q. Right.
 11 Now, leaving on one side the single instance of
 12 flat 112, which is referred to in the June 2016 FRA, and
 13 without going to every single FRA for Grenfell Tower
 14 that Mr Stokes ever did, my question was: did you ever
 15 ask him for or ever receive from him a positive
 16 assurance that he had inspected the inside of any flat
 17 front door?
 18 A. The answer to your question is I don't recall asking for
 19 a positive assurance, and I — but I ... it's such
 20 a long time ago. But I would have expected him to
 21 identify the flats where he did get access, whether
 22 it — within the body of his report, and then, if they
 23 weren't compliant or if there were issues that needed to
 24 be actioned, for that to be identified in the
 25 significant findings.

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1 Q. Did he ever tell you either how many flats he had been
2 able to obtain access to for the purposes of such
3 an inspection, even outside the FRA for that block?
4 A. No, and I can only think of it in terms of all of the
5 blocks, because obviously the requirement was the same
6 across all of them. I don't remember asking for that
7 information specifically, and I don't remember him
8 providing it specifically.
9 Q. It would therefore follow from that, wouldn't it — is
10 this right? — that he never told you about any
11 particular difficulties in accessing any particular
12 flats in any particular blocks for the purposes of that
13 inspection?
14 A. No, not especially, no.
15 Q. No.
16 Can we go, then, to your first witness statement,
17 please, at page 7 {TMO00000890/7}, and let's look at
18 paragraph 32. You say there:
19 "The front entrance doors were also monitored to
20 a degree by caretakers, also known as Estate Service
21 Assistants, during their weekly and monthly communal
22 area inspections. For example, our caretakers were
23 trained to look for any obvious damage to the door, door
24 furniture and the doorframe. They would not however
25 access a flat to ensure that the self-closing device was

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1 fitted and operational."
2 Now, you say that the ESAs would monitor the flat
3 entrance doors during weekly and monthly inspections.
4 Can we look at the weekly ESA checks spreadsheet
5 which you exhibited as JW/25 to your third witness
6 statement. You may remember it. It's {TMO00847315}.
7 This may be a difficult document to navigate, but
8 let's see how we go.
9 I'd just like to run through the headings of each
10 column, and if we can do that without disappearing into
11 blur, that would be good.
12 I wonder whether — this may not be easy. Perhaps
13 I should try it by way of a negative.
14 Do you accept that it doesn't include flat entrance
15 doors?
16 A. It may not explicitly cover flat entrance doors, but
17 I would expect, as their responsibility is to inspect
18 the communal parts and they understood that, that
19 anything that they witnessed in relation to doors —
20 although this is quite prescriptive, there's
21 an opportunity for them to do some free text, and also
22 they can ring the repairs desk and order things and have
23 always been able to do that.
24 So these are things we absolutely need them to do,
25 but it's not confined to that.

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1 Q. Accept from me that it doesn't include flat entrance
2 doors. If I'm wrong about that, then no doubt those
3 advising you can correct us.
4 A. No, I think you're probably right. My point is that it
5 would be accompanied by some free text, and the remit in
6 terms of the communal areas was very clear to them.
7 Q. Yes.
8 Then let's look at the monthly check spreadsheet
9 which you also kept, I think, {CST00000069}. I think
10 we're going to need the native version of that. I just
11 want to put it in front of you.
12 This is more legible.
13 A. Yeah.
14 Q. You will I think need, and we are on, sheet 2.
15 Looking at the headings across the document, do you
16 again accept that there is no reference there in the
17 headings to flat entrance doors?
18 A. Yes.
19 Q. Yes. So it wasn't formally a part of the ESAs' weekly
20 and monthly inspections, was it?
21 A. It was required of them, absolutely definitely, every
22 time they're inspecting the communal areas, but it
23 isn't — it's within — you know, there will be defects
24 and repairs they're identifying that don't fit neatly
25 within these columns, but I wouldn't expect them to walk

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1 away from them and not report them. They're very clear
2 that their remit is for the communal areas.
3 Q. Indeed, and you say earlier that they would report those
4 separately or by writing them down somewhere or ringing
5 the repairs desk.
6 A. Yes.
7 Q. Why didn't you simply have a column in these two
8 spreadsheets so that ESAs could fill them in?
9 A. I mean, we could have done.
10 Q. Well, why didn't you?
11 A. I've absolutely no idea. I mean, I was consulted on the
12 spreadsheet, but it isn't my document. I was consulted
13 on what needed to be incorporated into the PDA and,
14 prior to that, the written version of their checklist,
15 but, as I say, it's — I mean, if they were going to
16 just stick to these checks, they're going to miss lots
17 of other things that need to be identified.
18 Q. Right.
19 A. And I think probably, considering, as you can see, how
20 many columns there are now, we probably thought: well,
21 there is an opportunity for free text.
22 I can't give you any other explanation. It will
23 have been a decision for the estate services team leader
24 in the long run, but I'm very clear that, you know — we
25 looked yesterday at some training that we did with them

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1 where we showed some horrendously damaged doors.
 2 There's no way they're going to walk away and not have
 3 reported those kind of things or anything else.
 4 Q. Well, you say that. You see, that's leaving it up to
 5 their judgement. Was there a system where they could
 6 place their observations about flat front doors, whether
 7 they were visible from the outside or from internal
 8 inspections?
 9 A. I haven't ... I'm not really in a position to comment on
 10 how they worked their PDA. I would have understood
 11 there to be a free text opportunity to put in all of
 12 those additional things that don't come into those
 13 prescribed columns.
 14 However, just to reiterate, we had a freephone
 15 repairs desk and there was always an ESA hotline, so
 16 they had their own direct way into it, where they would
 17 report particularly anything that they thought was
 18 urgent. So there was — this was supplemented by
 19 something else that they had ready access to.
 20 Q. Supposing in a given month you wanted to know what
 21 buildings and what flat front doors in all of your stock
 22 your ESAs had examined, what would you look at?
 23 A. Well, I would go to the repairs data and ask somebody to
 24 run me a report for how many flat entrance doors —
 25 I will decide the criteria, but how many flat entrance

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1 doors have been reported as defective or requiring
 2 repair or replacement, and they would be able to provide
 3 me with that kind of information.
 4 Q. I see. And you say they would run a report; what would
 5 the report be based on? What database would it be run
 6 off?
 7 A. Well, it would be from the repairs system, which I think
 8 is Capita House? I can't — it's not Keystone and it's
 9 not W2. It would be the repairs system that we have in
 10 place for raising orders. Don't ask me what it's
 11 called, because it's probably changed a few times since
 12 then.
 13 Q. I see. So what you're actually asking for there is not
 14 a list of which have been inspected, but a list of which
 15 of those have been damaged and repaired?
 16 A. Yes, which is what we said in my statement, that they
 17 would be doing a visual check and they would be
 18 highlighting anything that needed attention from what
 19 they could see.
 20 So it's defect reporting. So I appreciate what
 21 you're asking me, but the honest answer is it is defect
 22 reporting.
 23 Q. Do you accept, I think on the basis of what you've just
 24 said, that estate services assistants or caretakers
 25 would check fire doors or flat entrance doors as part of

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1 those inspections but, so far as flat entrance doors are
 2 concerned, visually and ad hoc?
 3 A. Visually all the time, because they're walking through
 4 the building, they're looking at lighting, they're
 5 looking at storage, they're looking at all of those
 6 things, so visually and ongoing, but unless the resident
 7 was there and asked them to come and look at their door
 8 from inside or asked them a question, they wouldn't
 9 normally have access and it wouldn't have been expected
 10 of them.
 11 Q. Let's see what Paul Steadman says in his statement to
 12 the Inquiry.
 13 A. Okay.
 14 Q. His first statement at {TMO10049875/3} and look at
 15 paragraph 13 together. He says:
 16 "I do not know which companies or individuals were
 17 responsible for replacing and inspecting the flat
 18 entrance doors across the TMO housing stock or what
 19 companies or individuals were responsible for inspecting
 20 the self-closing devices. I would check the communal
 21 fire doors as part of my Estate inspections to ensure
 22 that they were closing properly however I did not
 23 inspect flat entrance doors other than to check them
 24 visually on an ad hoc basis."
 25 Do you agree with his description of what he did?

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1 A. I mean, that would be for him to say. My expectation,
 2 and I think I've always been quite clear with the ESAs,
 3 is that they're doing a visual check of all of the
 4 common parts every time they go in to them, because
 5 they're our eyes and ears and we don't have anybody else
 6 regularly on site. If that's what he was doing then
 7 that's for him to say.
 8 Q. Well, you say that's for him to say; on the basis that
 9 what he is telling the Inquiry there is correct, was
 10 that or was that not in accordance with the TMO's system
 11 for inspection?
 12 A. But that's the point I'm making. Our expectations of
 13 the estate services assistants was that they were
 14 responsible for inspecting the communal areas and that
 15 included a visual check of the — all of the doors,
 16 whether that be communal doors or the closed face of the
 17 flat entrance doors.
 18 Q. So just to be crystal clear, when he says he did it
 19 visually on an ad hoc basis, you say that wasn't
 20 sufficiently in accordance with the system that the TMO
 21 had put in place because the TMO expected its ESAs to
 22 check every single door?
 23 A. Well, yeah. Yes. They're meant to do a visual check.
 24 They're doing a visual check of the communal areas.
 25 Q. I see.

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1 A. I think, self—evidently, I would expect that.
 2 Q. Well, it may or may not be self—evident; I just want to
 3 know whether that was in accordance with the system.
 4 So you say ad hoc was a departure from the TMO
 5 system; yes?
 6 A. Yes.
 7 Q. Yes.
 8 If what Paul Steadman says here is not only correct
 9 but was what many ESAs were doing, would you agree that
 10 they were not monitoring the flat entrance doors in
 11 a way that would discharge the TMO's obligations as
 12 recommended in the LGA guide —
 13 A. Yeah.
 14 Q. — which was to have a system of planned preventative
 15 maintenance?
 16 A. Yeah. But that wasn't the only bit of the picture, as
 17 I say. We were looking at void flats and we were —
 18 where we did major works and we were looking to try and
 19 get our gas contractors. We were trying to add other
 20 bits to the picture.
 21 Q. Yes.
 22 So is the picture so far, just drawing the threads
 23 together, that the ESAs were supposed to go round every
 24 block, look at every flat front door, and then would
 25 report repairs that were needed and those would go onto

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1 the database and then you might run a report off?
 2 A. Yeah, part of it, yeah.
 3 Q. Yes.
 4 A. As I've just described.
 5 Q. Is that what you would describe as a planned
 6 preventative maintenance programme to identify any
 7 defects in the fire resisting doors as recommended by
 8 the LGA guide?
 9 A. No.
 10 Q. No.
 11 A. But it was at that stage our best efforts to work
 12 towards one.
 13 Q. Thank you.
 14 Did you ever as a matter of fact run off a report of
 15 the kind that you've identified?
 16 A. I probably did, but I can't confirm or deny.
 17 Q. Right.
 18 Now, can I just ask you to look at your first
 19 witness statement again, please, page 7 {TMO00000890/7},
 20 paragraph 33:
 21 "Finally, we also expected tenants to let us know if
 22 there was any problem with their doors. Specifically,
 23 section 5.3.1 of the Tenancy Agreement required that
 24 'the tenant will report all repairs and defects in the
 25 premises to the landlord or its agent immediately'."

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1 Did you expect that that self—reporting requirement
 2 would be part of the TMO's maintenance and inspection
 3 regime?
 4 A. No.
 5 Q. No?
 6 A. But it is one way of us being put on notice that there's
 7 a problem and being able to deal with it.
 8 Q. Yes. I think it follows from what you have just
 9 accepted that you couldn't rely on the presence of that
 10 provision to discharge your statutory obligations to
 11 ensure that the flat entrance doors were adequately
 12 maintained.
 13 A. No.
 14 Q. And particularly where the door—closer wasn't working
 15 because it had been removed or disconnected by a tenant
 16 fed up with holding the door open while they're pushing
 17 a pram through it with lots of shopping; yes?
 18 A. Yes.
 19 Q. Yes.
 20 Now, can I just ask you to look at your
 21 supplementary statement, please, {TMO00847305/19},
 22 paragraph 64:
 23 "I have been asked what information was given to
 24 residents regarding the purpose and importance of the
 25 self—closers on their flat entrance doors. I believe

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1 this would have been addressed in some of the periodic
 2 fire safety articles in the Link and also by the LFB as
 3 part of any Home Fire Safety Visits that they conducted.
 4 Residents were advised of the opportunity to receive
 5 a Home Fire Safety Visit in the leaflet given to new
 6 tenants."
 7 Now, we've looked at Link magazine, you and I,
 8 together. The Inquiry has reviewed all the Link
 9 magazines for tenants between 2013 and 2017, and we've
 10 been unable to find any article at all about the
 11 importance of self—closers to flat entrance doors.
 12 A. Okay.
 13 Q. Would you agree with that?
 14 A. I'm sure if that's what you say, that's correct.
 15 What I haven't referred to here is — and I'm
 16 confident that the letter that the new resident got with
 17 the home fire safety leaflet did refer to self—closers,
 18 and I'm confident that the residents' handbook also
 19 referred to self—closers. I don't know about the
 20 website off the top of my head, but I would have thought
 21 so. I clearly didn't make this very comprehensive
 22 whenever I produced it.
 23 Q. Right. Well, we may need to follow that up a little bit
 24 in due course by reference to some documents.
 25 But so far as Link is concerned, and so far as the

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1 home ownership letter is concerned, we've found no
 2 reference to self-closing devices in those documents;
 3 would you agree with that?
 4 A. I'm surprised, but if you've reviewed them then --
 5 Q. Right.
 6 Do you know why there were no articles about
 7 self-closing devices in Link magazine or the home
 8 ownership newsletter?
 9 A. No, and certainly in terms of leaseholders, we'd written
 10 to every one of our leaseholders to outline the
 11 standards that they needed to put in place for their
 12 door, which would have obviously included self-closing
 13 devices.
 14 Q. What is the basis of your belief that the LFB informed
 15 residents about the importance of self-closers during
 16 their home fire safety visits?
 17 A. Actually, I don't know for sure, but my understanding of
 18 a home fire safety visit is the Brigade will attend and
 19 look at the specific circumstances in that dwelling, in
 20 terms of the -- so people have confidence that what
 21 they're being told relates to them specifically and
 22 their own fire procedures. So it seems sensible that
 23 that would be one of the things they covered.
 24 Q. Now, I think you've given two instances of information
 25 being given to tenants about the importance of

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1 maintaining self-closing devices: leaflets and the
 2 tenants' handbook.
 3 A. Yes.
 4 Q. Yes? We'll look at that, perhaps, in due course, just
 5 to check what was said.
 6 But at least conceptually, do you agree that if
 7 residents had not been told of the purpose and the
 8 importance of self-closers on their flat entrance doors,
 9 then you couldn't rely on them to raise problems with
 10 the TMO?
 11 A. My ... I believe that when the doors were installed,
 12 there was some handover information, and I believe that
 13 that also included information about the importance of
 14 a self-closer. I think it came either from
 15 Manse Masterdor or LHC, but that was my understanding,
 16 that when people got a new door, they also got
 17 an information pack which would have had some
 18 information about that.
 19 Q. Have you seen such a document?
 20 A. Not in recent times, but it was always my understanding
 21 that that's -- that there was a kind of handover
 22 sign-off type situation, but perhaps Abi can confirm
 23 that.
 24 Q. Well, we may need to look at that as well.
 25 Let's turn to the topic of ongoing maintenance of

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1 self-closing devices.
 2 Can we go to your first statement, please, again,
 3 page 45 this time {TMO00000890/45}, and look at
 4 paragraph 207.
 5 In that paragraph, you refer to the deficiency
 6 notice which the TMO had received in respect of
 7 Adair Tower on 12 October 2015 --
 8 A. Yeah.
 9 Q. -- which identified, among other things, that the flat
 10 entrance doors in that building were not all fitted with
 11 self-closing devices.
 12 If you go on at paragraph 208 at page 46
 13 {TMO00000890/46}, you say this:
 14 "The door replacement programme of 2012 had focused
 15 primarily on the composition of flat entrance doors. If
 16 a door was deemed non-compliant then we would replace it
 17 and the new doors made by Manse Masterdor would
 18 incorporate a self-closer. However, there had been no
 19 programme to retrofit self-closers unless this was
 20 highlighted by the FRA. It was therefore clear to us
 21 following receipt of this Deficiency Notice that the
 22 self-closing devices were becoming a new focus of the LFB
 23 and would therefore likely become a wider industry
 24 issue."
 25 What did you mean by becoming a new focus for the

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1 LFB, bearing in mind that this is mid-October 2015?
 2 A. Yeah. Erm ... sorry. It was something that we had --
 3 so, when -- we had advised the Brigade some time before
 4 that that we would look to install, upgrade, replace as
 5 necessary self-closing devices on void flats and at
 6 various other opportunities where we were doing major
 7 works, whatever. At that point in time, it became clear
 8 that the Brigade's view was that was not going to get us
 9 100% self-closers across the stock quick enough and,
 10 therefore, we needed to radically change our approach.
 11 So, I suppose, in terms of us, it was becoming more of
 12 a focus because the requirements were now no longer
 13 acceptable to them.
 14 Q. Right. Do you accept that, in fact, the LFB or LFEPA
 15 had actually raised the question of self-closing devices
 16 as early as March 2009?
 17 A. Yes.
 18 Q. Yes, and there is the Steve Turek letter at
 19 {TMO00870149}. We don't need to look at it.
 20 But you accept that it was actually a historical
 21 concern of the LFB for some six years before
 22 October 2015?
 23 A. Yes.
 24 Q. Now, let's just look at the deficiency notice, if we
 25 can, {LFB00001613}. There it is, 12 October 2015.

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1 When you got that, I think you then arranged
 2 a meeting with Rebecca Burton, didn't you?
 3 A. I certainly arranged a meeting after the fire. I can't
 4 recall if it was in relation to this. Sorry, I'm not
 5 sure.
 6 Q. Well, let's look at a document, {LFB00003440}. This is
 7 an email —
 8 A. Oh, okay, yeah, you're right.
 9 Q. I'm sorry?
 10 A. Sorry, you're correct, I didn't remember the timing.
 11 Q. This is from you to Rebecca Burton, 22 October 2015.
 12 Just to be clear, this is nine days, I think, before the
 13 fire at Adair Tower, isn't it?
 14 A. Yes.
 15 Q. "Hi Rebecca,
 16 "Could we urgently arrange a meeting please to
 17 discuss the issues that you put on the agenda for our
 18 meeting on Tuesday that you were then unfortunately
 19 unable to attend. I am concerned to hear from Julie
 20 that she is about to issue 5 Deficiency Notices (one
 21 each for 5 separate staircases at Balfour House) — at
 22 least in part due to the fact that nominally fire rated
 23 flat doors do not have self-closers fitted.
 24 "Our approach to self-closers has been dictated by
 25 our fire risk assessor following clarification he

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1 received from a discussion the LFB Head of Policy & the
 2 Head of Enforcement and we have provided many FRAs to
 3 the LFB over the years but not been challenged about
 4 this approach. Therefore, in good faith, we considered
 5 we were applying the appropriate standard. If that is
 6 not the case or if the LFB standard has changed it's
 7 position on this I need to understand this — not least
 8 because of the potential impact on our organisation."
 9 Now, could you just explain what the approach to
 10 self-closers had been before you wrote this email?
 11 A. It was that we would take a variety of opportunities
 12 where we could readily access flats to ensure that
 13 self-closers were present or that they were to be
 14 installed. Subsequent to this, it became clear that
 15 that was not going to get us sufficient coverage
 16 throughout the stock swiftly enough. But I think there
 17 had also been some miscommunication between Carl and the
 18 head of policy and enforcement, or that's what seemed
 19 to — became teased out of my correspondence with
 20 Rebecca.
 21 Q. What was the nature of that miscommunication, did you
 22 think?
 23 A. Well, it ... I think Carl had referred to a meeting that
 24 he'd had with the head of policy, but didn't have
 25 a written record of it, and I wasn't there, so I'm

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1 sort of speculating about what was said, but I think it
 2 left him and therefore me with the impression that what
 3 we were doing was eventually going to meet the standard,
 4 and as long as we had lots of other things in place,
 5 that would meet LFB requirements, whereas in fact that
 6 was no longer clear.
 7 Q. Right. I'm going to ask you a little bit more detail
 8 about that in just a moment.
 9 Before I do, can I just ask you this: why did you
 10 think that the LFB might have changed its standard?
 11 A. Well, just because I thought they were clear about our
 12 approach, and so I didn't know if something had changed
 13 with them or with us, and it's always worth clarifying,
 14 because we wouldn't always know about internal changes
 15 in the Brigade unless we asked.
 16 Q. Yes.
 17 You also mentioned that you had, up to that point,
 18 been pursuing a variety of opportunities as a policy,
 19 and you then I think identified some of those.
 20 Could you perhaps list the opportunities that you
 21 were using?
 22 A. So we were concentrating on void flats — so in terms of
 23 inspection, we had inspection regimes in place for
 24 specialised housing, for temporary accommodation, where
 25 we had communal shared facilities and a number of other

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1 locations.
 2 Q. Yes.
 3 A. And we still had those in place, so that was good.
 4 We were concentrating, I suppose, on voids and where
 5 we were doing major works or where we were doing
 6 redecorations. Where doors were being replaced, they
 7 were being replaced to the current standard, so that
 8 should obviously include — it would be an FD30S as
 9 required.
 10 There was probably more, but those are the things
 11 that spring to mind.
 12 Q. So really voids, major works and the temporary and
 13 communal —
 14 A. And specialised housing.
 15 Q. And specialised housing, I see.
 16 A. Yeah.
 17 Q. Coming back to what you were referring to a moment ago
 18 about the discussion that had been had with the LFB head
 19 of policy and head of enforcement. Were you referring
 20 there to a conversation that Carl Stokes had had with
 21 Andy Jack?
 22 A. I think I was. I think that's what he'd advised me of,
 23 yeah.
 24 Q. Was that discussion at a meeting on 8 November 2012?
 25 A. I think it was at the tail end of the meeting and

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1 I don't think I was party to all of it. I think I'd
2 shuffled off.

3 Q. Yes. So you were not at all of that meeting?

4 A. No. I think the meeting was probably about leaseholder
5 doors, and I think Carl wanted to take the opportunity
6 to speak to Andy Jack and raise some specific things, so
7 I don't think I stayed for that bit.

8 Q. Let's look at what Andy Jack says about that meeting
9 himself. This is at {MET00040018}. I'll show you just
10 the first page of that. This is his police statement.
11 If we go, please, in it to page 12 {MET00040018/12},
12 you can see paragraph 64 towards the foot of the page.
13 In respect of maintenance of self-closing devices, he
14 says this:

15 "By my recollection, we further discussed the issue
16 of doors and door closers in relation to the maintenance
17 and management requirements of the RRFSO under
18 article 17 and article 11. The point being made by me
19 that collectively there was a need not only to maintain
20 doors and self closing devices in an efficient state and
21 good working order but that this should be subject to
22 effective planning, organisation, control, monitoring
23 and review. The extent of the monitoring and
24 maintenance regime would need to be circumstances
25 specific so that sufficient checks of the ongoing

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1 functionality of fire resisting doors and self closing
2 devices could be monitored and necessary remedial action
3 undertaken in a timely manner. My recollection is that
4 it was at this point that checking of fire resisting
5 compartmentation generally as part of the fire risk
6 assessment process was also discussed. The point being
7 raised, though I cannot recall by whom, that gaining
8 access to flats to undertake any sort of intrusive
9 checks such as drilling into ceilings to confirm their
10 construction and fire resistance, was difficult and may
11 be contrary to terms of lease or tenancy. I highlighted
12 the possibility of carrying out these types of checks in
13 flats which had become vacant or as it is known 'a
14 void'. Another check that I was aware of being applied
15 was a less intrusive check of the self-closer and any
16 obvious compartmentation issues such as fire stopping
17 around pipework, which was done at the time of a
18 landlord's gas safety check, though clearly that would
19 not be applicable in all cases."

20 Do you recall the discussion in the way in which
21 Mr Jack recalls it as I've read to you there?

22 A. Not especially, actually, no.

23 Q. Right, you don't.

24 Do you recall that he explained that the LFB's view
25 was that there was a "need not only to maintain doors

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1 and self-closing devices in an efficient state and good
2 working order"?

3 A. Yes, I can see that —

4 Q. You do remember that, but —

5 A. Well, I don't know if I remember it, but you've just
6 read it to me, so I'm sure it's the case.

7 Q. Right.

8 Did you also remember that he said that it should be
9 subject to effective planning, organisation, control,
10 monitoring and review?

11 A. Yes.

12 Q. You do?

13 A. Well, only because you've read it to me.

14 Q. Do you agree with his opinion as expressed there?

15 A. Do I agree with his opinion? Yeah, it should be.

16 Q. Yes.

17 A. Undoubtedly.

18 Q. Do you remember whether Mr Jack explained how often
19 those checks would need to be done?

20 A. Well, no, I don't recall.

21 Q. Or what type of monitoring and review could or should be
22 done?

23 A. I don't recall.

24 Q. Do you remember that he suggested that self-closing
25 devices could be checked when the gas safety check was

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1 done?

2 A. Yeah, and I think we discussed that we did try and
3 instigate that, but our gas contractors weren't
4 amenable.

5 Q. When did you do that? When did you talk to your gas
6 contractors about the possibility of gaining access to
7 flats for that purpose at the same time as gas
8 fire safety checks?

9 A. It would have been in Alex Bosman's time because it
10 would have been him doing the talking to his
11 contractors.

12 Q. Once you were defeated by that possibility because the
13 gas undertakers wouldn't play ball, what did you do
14 next?

15 A. We were constantly looking for other ways of doing it,
16 but also other ways of ensuring that we could get access
17 to do it.

18 Q. Right. And what about flats where there was no gas
19 supply?

20 A. Well, precisely, we hadn't got a —

21 Q. Right. So that was only ever going to be, at best, a
22 piecemeal or partial solution?

23 A. I think it probably would have been as many as 5,000
24 properties, so it would have been a significant step in
25 the right direction, but it wasn't one which they were

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1 prepared to countenance, which was frustrating, and
 2 I hoped that there was perhaps a way under the contract
 3 that we could have pushed it, but I was advised by my
 4 colleague that that wasn't a way that we could go.
 5 Q. Right.
 6 Now, you have just said that it was in Alex Bosman's
 7 time because he would be talking to the contractors.
 8 Did you actually instruct Alex Bosman to go to the gas
 9 undertakers and ask them to carry out —
 10 A. Yes, I believe we did.
 11 Q. You did?
 12 A. Yes.
 13 Q. When did you do that, do you remember?
 14 A. I don't remember, but I think he started at the very
 15 beginning of 2013, so it could have been considerable
 16 time ago.
 17 Q. Right.
 18 Can we then move on in time to the next year, 2013,
 19 because this meeting here is 8 November 2012. We now go
 20 to December 2013, {LFB00003534}.
 21 This is an email that you sent to Matthew Ramsey on
 22 18 December 2013, as you can see, copied to
 23 Nicolas Comery:
 24 "RE: Fire Safety Elm Park House."
 25 Under paragraph 1 you say:

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1 "It is reassuring to know that you considered the
 2 flat entrance doors at this block to be fire resisting.
 3 I note your concern about self-closing devices and
 4 I would reiterate our approach to flat entrance doors
 5 which, as I believe you are aware, has been discussed
 6 with your colleagues at the LFB consistently over recent
 7 years and again at our regular meeting yesterday.
 8 Specifically, in relation to tenants' doors our approach
 9 is as follows:
 10 "■ When replacement flat entrance doors are fitted
 11 they are fire rated & self-closing.
 12 "■ When properties become void self-closers will be
 13 reinstated/installed as necessary.
 14 "■ At other times when major work is being
 15 undertaken in a dwelling the self-closer will be
 16 reinstated if it has been disconnected."
 17 Now, does that set out your understanding as it
 18 stood in December 2013?
 19 A. Yes, it probably does.
 20 Q. What sort of work did you anticipate that major work
 21 would include?
 22 A. So major work could — when I say — capital work
 23 programmes, so something that's not a responsive
 24 programme. So it could be planned, it could be cyclical
 25 decs, it could be roof replacement, door replacement,

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1 new heating systems, new windows. It could be a range
 2 of different kinds of capital projects.
 3 Q. So could that have included the Grenfell Tower
 4 refurbishment?
 5 A. Yes, I suppose it could.
 6 Q. Yes. So the Grenfell Tower refurbishment would have
 7 been just the occasion, according to your understanding,
 8 when all the flats could have been accessed in order to
 9 ensure that the self-closing devices were installed and
 10 operating.
 11 A. Yes.
 12 Q. Yes.
 13 But is it right otherwise that once the replacement
 14 flat entrance doors had been fitted, and fitted with
 15 self-closing devices, they wouldn't be properly assessed
 16 or reinstated or refitted with self-closing devices
 17 unless either the property became void or when major
 18 work was being undertaken, unless they were in —
 19 A. Or the resident raised a concern, an issue, a repair, or
 20 a tradesman — repairs operative was in the dwelling and
 21 discovered a defect or noted the absence of. So there
 22 kind of were a variety, but it was ad hoc.
 23 Q. Yes.
 24 Now, subject to what I've just put to you and your
 25 addition, did you think that that satisfied what

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1 Andy Jack had told you at the meeting on 8 November
 2 2012, namely that you needed a system of monitoring and
 3 review?
 4 A. No.
 5 Q. No. So can we take it that you were always aware that
 6 the LFB were not happy with the system of monitoring and
 7 review of flat entrance door self-closers?
 8 A. As I said, I don't recall that bit of the meeting.
 9 However, I knew it was something that we wanted to work
 10 towards and that we needed to be doing, but at that
 11 stage we hadn't been able to introduce a consistent
 12 programme.
 13 Q. Right. So we can take it, can we, that the approach
 14 that you set out to Matthew Ramsey here was not one
 15 which had been approved by the LFB historically?
 16 A. No, but what I would say is that if we had had
 17 a programme and we had had access to reinstate all of
 18 the closers, the Fire Brigade could easily have attended
 19 the next day and found one of them disconnected. We
 20 were sort of on a hiding to nothing that, yes, we should
 21 and could have been doing, you know, if we'd had
 22 resources and all of those reasons, a proactive, regular
 23 programme, but we still could not ensure — provide any
 24 assurance to anybody that that would stay 100% connected
 25 and that all of those devices would stay in place.

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1 Q. But there is no requirement in the LGA guide, as you
2 understood it, surely, that that would be the case.
3 A. No, but there kind of is from the Fire Brigade, that if
4 you've got something holistic in place and they turn up
5 and there's one not there, that sort of calls into
6 question your whole approach. Anyway ...
7 Q. Why do you say that?
8 A. Just because that's where I've got to with them before.
9 Q. Are you saying that you understood the LFB's approach to
10 be that if there was one self-closing device defective
11 in the building, then your maintenance programme was
12 defective?
13 A. Some of the LFB officers' view is that it should be 100%
14 and it's the landlord's responsibility, and — yes. I'm
15 not saying everybody, but there were certainly some that
16 I've had conversations with, that's their view.
17 Q. Right.
18 Did you receive a reply to this email, do you think?
19 A. Sorry, I've no idea. Matthew Ramsey would normally have
20 been quite responsive, so —
21 Q. Do you remember what it said? Do you remember? We
22 haven't seen a reply.
23 A. Well, no, because — sorry.
24 Q. Now, was the approach that we see set out in this email
25 in accordance with your obligations set out in the

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1 LGA guide we looked at earlier? It doesn't look as if
2 it was?
3 A. No.
4 Q. No.
5 Was this approach set out in this email formalised
6 in any policy or written down anywhere?
7 A. I thought that it was, but ... I thought that it was.
8 Q. Who was responsible for ensuring that void flats or
9 empty flats met health and safety standards and
10 fire safety standards before being let or re-let?
11 A. That would be the repairs department.
12 Q. Right, Repairs Direct.
13 So far as you know, did they have a proper qualified
14 fire — well, health and safety person who knew the
15 guidance?
16 A. Well, they've always had their own dedicated health and
17 safety adviser, Michael Lyons, and then
18 Shannon MacInnes.
19 Q. Right.
20 A. So I didn't get involved in Repairs Direct, but I know
21 that, in terms of voids, there was always kind of
22 a voids checklist of standards that they were trying to
23 achieve, and I had put a lot of pressure on them to make
24 sure that, in terms of the door, the door should be
25 an FD30, so — you know, FD30S is what I meant to say,

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1 and I believe that, to the best of my knowledge, the
2 voids checklist did reflect that. But in terms of
3 health and safety within the voids, I couldn't really
4 comment, sorry.
5 MR MILLETT: Yes, thank you.
6 Mr Chairman —
7 SIR MARTIN MOORE-BICK: Yes.
8 MR MILLETT: — reluctant as I am to point it out, it is
9 12.58, but we are going to move on to a different set of
10 facts within the same topic with some slightly different
11 documents, which are probably best taken in one go.
12 SIR MARTIN MOORE-BICK: I think it would, wouldn't it?
13 MR MILLETT: Yes.
14 SIR MARTIN MOORE-BICK: All right. Good, thank you.
15 Well, we're going to have a break now, Ms Wray, so
16 we can all have some lunch.
17 We will resume, please, at 2 o'clock.
18 THE WITNESS: Okay.
19 SIR MARTIN MOORE-BICK: Again, I'm going to ask you not to
20 talk to anyone about your evidence while you're out of
21 the room, please. All right? Thank you very much.
22 (Pause)
23 Thank you. 2 o'clock, then, please. Thank you.
24 (1.00 pm)
25 (The short adjournment)

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1 (2.00 pm)
2 SIR MARTIN MOORE-BICK: All right, Ms Wray, ready to carry
3 on?
4 THE WITNESS: Yes.
5 SIR MARTIN MOORE-BICK: Well done. Thank you very much.
6 Yes, Mr Millett.
7 MR MILLETT: Yes, Mr Chairman, thank you.
8 Ms Wray, I just want to follow up on one or two
9 exchanges we had during the morning session today.
10 The first is where you and I discussed fire
11 specialist consultants in the email that we saw that you
12 had sent to Judith Blakeman, you will recall, and you'd
13 said that you hadn't consulted senior consultants from
14 specialist fire engineering companies, but Exova were
15 engaged to work as part of the project team. You will
16 recall that exchange.
17 A. Yes.
18 Q. Can I just show you one or two documents.
19 Can I look, please, with you at {CST00002141}. This
20 is an email from you to Carl Stokes.
21 A. Yeah.
22 Q. It appears that you are sending him what you call:
23 " ... another copy of the Exova fire strategy and
24 floor plans which you raised in the FFRA Action Plan —
25 are these plans now sufficient?"

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1 That's an email dated 23 May 2016, so it follows on
 2 from his April 2016 FRA.
 3 Let's look at the document that you attach at
 4 {CST00002142}.
 5 You can see from that first page that it's
 6 an outline fire safety strategy for Grenfell Tower dated
 7 7 November 2013, issue number 3.
 8 A. Yeah.
 9 Q. So, first of all, do you accept that this document was
 10 in your hands as at May 2016?
 11 A. Yes, it must have been.
 12 Q. It must have been, yes.
 13 Did you read it, when you received it from
 14 Claire Williams?
 15 A. I honestly don't know. I would normally read things
 16 which were sent to me, but I honestly don't know.
 17 Q. Let's see how we go.
 18 Page 8 {CST00002142/8}, please. On page 8 you can
 19 see that there is a paragraph dealing with
 20 compartmentation, towards the bottom of the screen,
 21 3.13:
 22 "Fire resistance of elements of structure."
 23 Then if you go to page 9 {CST00002142/9}, you can
 24 see 3.1.4, "Compliance with B4 (external fire spread)".
 25 I just want to focus on this with you.

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1 Exova say:
 2 "It is considered that the proposed changes will
 3 have no adverse effect on the building in relation to
 4 external fire spread but this will be confirmed by an
 5 analysis in a future issue of this report."
 6 A. Right.
 7 Q. Now, first of all, did you read that? Do you remember
 8 reading that particular paragraph?
 9 A. I don't remember reading it, but I can't say that I did
 10 or I didn't, sorry.
 11 Q. Would you agree that this report leaves the question of
 12 compliance with B4 open as at the date of the report,
 13 November 2013?
 14 A. It seems to, yes.
 15 Q. Do you agree that that would be relevant to whether
 16 a stay-put policy would be appropriate for
 17 Grenfell Tower?
 18 A. Yeah, I presume so.
 19 Q. Yes.
 20 Did it occur to you to ask Claire Williams or
 21 anybody else whether, in May 2016, an analysis in
 22 a future issue of that report had been received from
 23 Exova?
 24 A. I don't recall that it did. I believe, as you alluded
 25 to, that this was in reference to the April FRA and the

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1 actions arising from it, and I think my policy, in terms
 2 of anything that was relatively complex that Carl had
 3 requested, I let him make a judgement on whether that
 4 complied with his request for documentation. So I would
 5 have passed it to him and I don't know — if he'd come
 6 back to me, then I would have chased it up, but I'm not
 7 sure I would have taken it on board.
 8 Q. Does that tell us that although this report left open
 9 the question of compliance with B4, external fire
 10 spread, as at November 2013, you didn't notice or didn't
 11 ask the question: has a future issue of this report yet
 12 come in the three-odd years or two and a half years
 13 since?
 14 A. I didn't. I think this was the first time that I'd ever
 15 received this. The works were nearing completion.
 16 I hadn't seen it before, so I passed it on to Carl to
 17 make an assessment if this is what he required, and if
 18 this was what he required, I may not have done anything
 19 further. I can't recall.
 20 Q. We've seen no document on this, but do you recall
 21 whether he came back to you and said, "This is a very
 22 interesting report, is there a future issue of the
 23 report as promised because this is now some three years
 24 out of date"?
 25 A. I don't remember, I'm sorry. I would — if he had, then

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1 I would have gone back to Claire to point out exactly
 2 what he was saying.
 3 I mean, I think I would have read it, but depending
 4 on what other things were going on, I may not have
 5 focused the degree of attention that you would want to.
 6 Q. Can I ask you to look at your first witness statement,
 7 please —
 8 A. Yeah, of course.
 9 Q. — and go to page 8 {TMO00000890/8}.
 10 If you go to paragraph 39, you see you say there:
 11 "I learnt after the incident that the project team
 12 were working with Exova WarringtonFire who were tasked
 13 with producing a specific Grenfell Tower fire strategy
 14 in the context of the refurbishment."
 15 Pausing there, looking at the email I've just shown
 16 you, 23 May 2016, it's not correct to say, is it, that
 17 you only learnt after the incident that the project team
 18 were working with Exova?
 19 A. Yeah, it clearly isn't. I had obviously forgotten
 20 having had sight of it in May 2016.
 21 Q. Can you explain how you thought or came to think that
 22 you only discovered that the project team were working
 23 with Exova after the incident?
 24 A. I can't explain, other than ... I knew I'd had no input
 25 into it. I certainly didn't receive anything prior to

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1 that stage, and the project was effectively almost
 2 finished at that point. So I didn't have any input or
 3 access to the information at a point in time where
 4 I could have influenced it.
 5 Q. Right. Do I take it that when you made this statement,
 6 you simply did not recall the email I've just shown you?
 7 A. No, I genuinely didn't, and I thought it was after the
 8 incident, but clearly I was wrong.
 9 Q. And presumably nobody showed you that email, just to be
 10 clear?
 11 A. No, no, I don't think they did.
 12 Q. When we left off we were talking about door—closers, and
 13 you had made the point, and I will probably missummarise
 14 it, that you considered that the LFB were after 100%
 15 compliance. Is that a fair way of summarising your
 16 evidence?
 17 A. I think that's what they were trying to get us as the
 18 landlord to achieve, and, to be fair, some fire officers
 19 felt more evangelical about it than others.
 20 Q. Evangelical? All right.
 21 A. Well, perhaps that's not a great term, but were more
 22 inclined to be pushing for 100% than some others.
 23 Q. Yes, I understand.
 24 Now, can we look at {CST00009704/2}, please. This
 25 is an email exchange from August 2016.

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1 We can see that at the top of that page — the
 2 context of this is Lonsdale House, but at the top of the
 3 page — perhaps we ought to go to the very bottom of
 4 page 1 {CST00009704/1}. I think the heading has become
 5 separated from the text.
 6 You sent an email on 1 August 2016 to
 7 James Swindells. Do you remember who he was?
 8 A. He's not somebody I dealt with a great deal, but he
 9 clearly is a fire safety inspection officer.
 10 Q. A fire safety inspecting officer at the LFB?
 11 A. Mm—hm.
 12 Q. Yes.
 13 Let's go over to page 2 {CST00009704/2}. You see
 14 you say there:
 15 "Thank you for your e—mail. My colleague advises
 16 that it is your intention to issue a deficiency notice
 17 in relation to this block.
 18 "It would be helpful if you could confirm the flat
 19 numbers of the front doors you consider may not be
 20 nominally fire rated so we can investigate further.
 21 "On the issue of fire action notices I did discuss
 22 this with Rebecca Burton at our recent meeting and she
 23 advised that she would raise this with you. We
 24 discussed the possibility of us writing to all the
 25 residents at the block to outline the fire procedure as

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1 an alternative to putting up notices. Can you please
 2 advise if you have discussed this with Rebecca?"
 3 This is the key paragraph:
 4 "With regard to the doors I would highlight that the
 5 majority of the tenanted doors in this block were
 6 replaced with fully compliant self—closing FD30 door
 7 sets in 2012/2013 as part of a larger door replacement
 8 programme and clearly at the time of installation the
 9 doors were fitted with operational self—closing
 10 devices."
 11 Just note in passing the absence of the S there.
 12 "I will investigate the timeframe you have requested
 13 regarding reinstating any self—closers which have been
 14 disabled or removed but I would emphasise that we cannot
 15 control the action of residents. It is possible that
 16 once reinstated you or one of your colleagues could
 17 return to this block and find that a number of tenants
 18 have again removed or disabled their self—closer."
 19 You have set out the nature of the problem there.
 20 Let's see what Mr Swindells returns to you with.
 21 Can we go to page 1 {CST00009704/1}, he comes back
 22 and he says, same day:
 23 "Hi Janice,
 24 "Thanks for getting back to me with regards to
 25 this."

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1 Then in the third main paragraph down, he says:
 2 "Although at the time of installation in 2012/2013
 3 these doors may have been compliant, Article 11 of the
 4 RR(FS)O places an onus on the Responsible Person to
 5 monitor fire safety systems in place and Article 17
 6 requires you to maintain fire safety systems.
 7 I understand that residents may cause problems but if
 8 you put a system in place to monitor and maintain ...
 9 the doors and the residents are not co—operative you
 10 have shown due diligence and the residents then become
 11 responsible under 5(iii) and Article 22 with regards to
 12 co—operation and communication. It might be appropriate
 13 to remind residents of this and the fact that the
 14 self—closer on their own front door is not for their
 15 protection but for their neighbours."
 16 Now, do you remember that exchange?
 17 A. Not especially.
 18 Q. No. Well, clearly. But do you accept that, as a result
 19 of that exchange, the LFB was not being, as you might
 20 put it, evangelical, but was simply pointing out to you
 21 that you don't have to ensure 24/7 that every single
 22 door—closer in your estate is working, but simply that
 23 you have put in place a reasonable system to monitor and
 24 maintain the door—closers?
 25 A. I think the point I was trying to make is that there was

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1 inconsistency in some of the fire safety officers that
 2 we were dealing with. Jim Swindells has made his
 3 position very clear and that's completely what it should
 4 be. We'd had other dialogue with other individuals who
 5 felt that they were taking a different stance. That was
 6 the point I was making.
 7 Q. Right. But, in that context, did you ever go to those
 8 individuals whom you might describe as evangelicals,
 9 point to this email and say, "Look, this is what I've
 10 been advised by Mr Swindells, what's wrong with that?"
 11 A. I can't recall if I did that or not.
 12 Q. Let's, in light of that, look a little earlier in the
 13 chronology at Rebecca Burton's involvement.
 14 {LFB00084098/9}. This is Rebecca Burton's second
 15 witness statement to the Inquiry. Can we go in that,
 16 please, to paragraph 16.
 17 In paragraph 16 she refers to a meeting on
 18 13 November 2015 with you, as you can see.
 19 If you turn to page 10 {LFB00084098/10},
 20 paragraph 17, she says:
 21 "The issues outlined above were discussed formally
 22 in the meeting on 5 January 2016. After that, I did not
 23 ask for the matters to be listed again as specific
 24 agenda items for the bi-monthly meetings as I did not
 25 feel it necessary to do so. Rather, in my mind, they

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1 would have been followed up under the standard/recurring
 2 items of Enforcement Notices/Deficiency Notices ..."
 3 Now, that meeting was the bi-monthly meeting of
 4 5 January 2016. Let's go to the minutes of that.
 5 Before I do, can I just ask you, do you remember the
 6 contents of that meeting at all?
 7 A. Well —
 8 Q. We looked at the minute yesterday on a different topic.
 9 A. Okay. We will obviously have spent a fair bit of time
 10 talking about the Adair Tower fire because of the date,
 11 but I wouldn't necessarily remember what else we — but
 12 usually the minutes were a relatively good reflection of
 13 what we did discuss.
 14 Q. Let's go to the minutes, {LFB00032330/3}. We have
 15 already seen the first page of this on an earlier topic.
 16 Point 7 deals with flat entrance doors. Let's look
 17 at that. It says this:
 18 "Rebecca advised that the LFB requirement is for all
 19 flat entrance doors to be self-closing. Specifically,
 20 landlords must ensure that self-closing devices are
 21 fitted AND also that effective procedures are introduced
 22 to ensure that these devices remain operational and are
 23 not disconnected or removed by the resident. Further,
 24 Rebecca advised that carrying out checks on self-closers
 25 when properties became void would not in itself be

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1 considered by the LFB to be a sufficient level of
 2 checking. In relation to leaseholder doors the LFB also
 3 expect the TMO to carry out regular checks."
 4 Were you surprised when Rebecca Burton indicated
 5 that the LFB expected the TMO to carry out regular
 6 checks on self-closing devices?
 7 A. No.
 8 Q. No.
 9 A. Because we'd had our meeting in November and that was
 10 one of the things that we'd discussed, and so I had
 11 already started to escalate it to Barbara.
 12 Q. Indeed. Can we take it from that answer and the
 13 previous meeting and what you had done that you didn't
 14 object at that meeting that what she was asking you to
 15 do was impracticable or unreasonable?
 16 A. No. I didn't think it was impracticable, and that
 17 wasn't stopping me trying to get it progressed.
 18 I just — the point I was making is that there is
 19 sometimes inconsistency with the individuals you're
 20 dealing with. But —
 21 Q. Was there any —
 22 A. But Rebecca was not one of those individuals.
 23 Q. I see, so we've now got two: we've got James Swindells
 24 who is not an evangelist, and Rebecca Burton who is not
 25 an evangelist?

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1 A. Fine.
 2 Q. Yes. You agree; yes?
 3 A. Yes, I do agree.
 4 Q. I was just trying to work out who these are.
 5 Do you recall why the LFB said that carrying out
 6 checks on self-closers only when properties became void
 7 would not be sufficient?
 8 A. Well, as I think I said this morning, their view
 9 would — it would take too long to get full coverage in
 10 the stock.
 11 Q. Do you remember whether you discussed the type of
 12 effective procedures that would be required?
 13 A. No, because, actually, the LFB's view, rightly so, was
 14 it was for us to figure out how we did it. They didn't
 15 mind the how, they just needed it to be done.
 16 Q. Right.
 17 Let's go to her first witness statement, please,
 18 {LFB00032331/4}, paragraph 10. It's quite a long
 19 paragraph.
 20 If you go to the last three lines on the page, she
 21 is talking about the meeting of 5 January 2016, and she
 22 says:
 23 "We discussed ways in which the TMO could implement
 24 a new management process for maintaining self closers
 25 and fire doors which included incorporating a check with

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1 any annual checks already being carried out such as
 2 electrical and gas safety checks."
 3 Now, do you remember that topic being discussed?
 4 A. No, not especially, and I would have normally minuted
 5 and sent draft minutes to be commented on by those
 6 attending, so —
 7 Q. Right.
 8 A. But it may well be, perhaps her memory's better than
 9 mine.
 10 Q. I see. You don't dispute her recollection of the fact
 11 that you could have a check incorporated as part of
 12 an electrical or gas safety check?
 13 A. No, and I think we have already discussed that we had
 14 investigated and I think investigated again the option
 15 of checking this at gas safety checks. Electrical
 16 inspections I think are five—yearly, so that wouldn't
 17 have been appropriate. But, yeah.
 18 Q. At this stage — and this is January 2016 — what had
 19 been done to look into the question of whether you could
 20 carry out a check on the self—closers at the same time
 21 as electrical and gas safety checks?
 22 A. As I say, electrical checks were five—yearly, which I'm
 23 confident would not have been sufficiently frequent for
 24 the Brigade, so that largely ruled those out. And gas
 25 safety checks ... I don't know in terms of the

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1 timeframe, but I think I have already said that we did
 2 investigate with our gas contractors. It may be that
 3 we — it probably is that we'd already investigated with
 4 the previous contractors. If they've changed contracts,
 5 we may well have investigated again. But really that
 6 was something that Alex Bosman would have led on, so
 7 I can't be clear about the timeframe.
 8 Q. Do you accept that this is, in essence, the same advice
 9 that you had already been given by Andy Jack at the
 10 8 November 2012 meeting, some three and a bit years
 11 before?
 12 A. Yeah.
 13 Q. Did you agree at the meeting about what procedures the
 14 TMO would put in place to inspect and maintain
 15 self—closing devices or even discuss that topic?
 16 A. I wouldn't have been in a position to agree. I would
 17 have had to go back and investigate with technical
 18 colleagues and escalate it to people who have access to
 19 contractors, et cetera, and perhaps a range of solutions
 20 that I wouldn't have thought of.
 21 Q. Did you? Did you go back and investigate with technical
 22 colleagues and escalate it in the way you've just
 23 described?
 24 A. Yes, and that led to Barbara talking to Laura Johnson at
 25 the council in terms of a programme to install

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1 self—closers, but also an ongoing monitoring.
 2 So, yeah, that's where that led to, but it had been
 3 escalated to that level and, at that level, that was the
 4 decision, the way they thought it should be taken
 5 forward. And by then, on at least one occasion the gas
 6 contractors weren't happy to take on board the work.
 7 Q. So does this tell us that, despite the advice or
 8 instruction or whatever you might call it given by
 9 Andy Jack at the 8 November 2012 meeting, the position
 10 remained pretty much the same; nothing had changed by
 11 the time of the 5 January 2016 meeting that you had with
 12 Rebecca Burton in respect of the monitoring and
 13 maintenance system for self—closing devices?
 14 A. I don't think it had, no.
 15 Q. Why was that?
 16 A. I don't know that I can add much to what I've already
 17 said, in that we were always looking for ways that we
 18 could do it, looking for ways that we could ensure that
 19 we had access to do it, but we did fundamentally have
 20 a resource issue. You can call it bodies, you can call
 21 it staff, you can call it finances, but I was unable to
 22 persuade people with budgets that this should be what
 23 they spent their money on because they had new heating
 24 systems and new roofs and other things which were
 25 equally important.

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1 Q. Yes.
 2 Did you ask Carl Stokes about the LFB's views as
 3 expressed by Rebecca Burton at this meeting on this
 4 topic?
 5 A. He wouldn't have been at our meetings. I didn't invite
 6 him to the liaison meetings.
 7 Q. No, but did you ask for his advice separately as to, for
 8 example, what procedures should be put in place in light
 9 of Rebecca Burton's view?
 10 A. It's likely that — I certainly will have passed on her
 11 view. It's likely that I did ask for his input.
 12 Q. What did he say?
 13 A. I can't remember at this stage. I mean, it was for us
 14 to find a way of doing it. That was my view, very
 15 clearly, so I would have had to try and find a way of
 16 doing it.
 17 Q. Yes.
 18 A. I'm not sure that Carl would have been able to advise in
 19 terms of our internal processes what he would recommend.
 20 Q. No.
 21 Now, before I come to his April 2016 FRA, let me
 22 just ask you: we've seen the Swindells/Wray
 23 correspondence of early August 2016, which is a little
 24 bit later in time than this discussion, but at any time
 25 before that, did you yourself consider enforcing the

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1 provision in the tenancy agreements with tenants that
 2 they should let you in if you wanted to inspect their
 3 door—closers?
 4 A. Yes, and, actually, we investigated that pretty
 5 thoroughly in terms of Adair Tower, because the
 6 enforcement notice required us to ensure that all of the
 7 doors, regardless of tenure, were self—closing. So we
 8 anticipated that there might be an issue, so we worked
 9 with the council's internal legal team to agree
 10 a procedure whereby we could clearly evidence how many
 11 attempts we had made to gain access. There was
 12 a sort of series of letters and phone calls. It was
 13 a whole access procedure that we agreed, some of which
 14 we did and then passed to the contractor, but the
 15 records had to be quite rigorous.
 16 So we had that in place, and ultimately, as part of
 17 the discussions that Barbara had with Laura, it was
 18 agreed that that access procedure would be used. So we
 19 were looking at that and agreeing that.
 20 Q. When was that? When was that agreement that the access
 21 procedure would be used?
 22 A. Well, as part — well, that's my understanding, anyway,
 23 it was part of the discussions that Barbara and Laura
 24 had, whenever that was, February/March, something like
 25 that.

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1 Q. February/March, what, 2016?
 2 A. No, 2017, wasn't it, by the time they agreed them?
 3 Q. Yes. Right. Well, you say —
 4 A. But the access procedures were in — agreed to ensure
 5 that we had access to all of the dwellings at Adair and
 6 Hazlewood Tower, so the access procedures must have been
 7 prepared in about March, perhaps, 2016. I can't
 8 remember the date, but they were there should we need
 9 them.
 10 Q. Can you account for the fact that it took you until
 11 early 2017 on your evidence just now to come to
 12 a process whereby you could enforce your access rights
 13 in order to carry out inspections?
 14 A. I can't. We have an access process in relation to that
 15 specific piece of work at those two blocks, and
 16 I think — in the end, I don't think we had to use it on
 17 many occasions, I think we were able to facilitate
 18 access, and it had been escalated and I — Barbara may
 19 be able to advise.
 20 Q. Now, in the April 2016 FRA — let's look at that,
 21 {CST00003161} — Mr Stokes includes detail for the first
 22 time about what the TMO's policy is on self—closers.
 23 I think we see that at page 21 {CST00003161/21}. If
 24 we go to page 21 and look at the lower half of the page,
 25 it's a long block and text and quite difficult to

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1 navigate, but if you bear with me, you can see that,
 2 about halfway down, there is a list of numbers:
 3 "The original flat entrance doors in this building
 4 are flat numbers ..."
 5 And then there is a list, and then it says this:
 6 "It is TMO's policy that if flats are refurbished or
 7 when new tenants move into a flat then the self closing
 8 device fitted to the flat entrance door is accessed. If
 9 the self closing device does not close the door fully or
 10 one is not fitted to the door then a new appropriate
 11 self closing device is fitted. Some of the original
 12 flat entrance doors have more than one lock fitted to
 13 them, it is assumed that the occupants of these flats
 14 can exit the flat in an emergency without any undue
 15 delay."
 16 Now, do you know what it was that prompted Mr Stokes
 17 to include this in his FRA?
 18 A. No. Well, presumably it was the enforcement notices,
 19 but I can't say for sure.
 20 Q. The enforcement notices for Adair and Hazlewood?
 21 A. Yes.
 22 Q. Now, it appears to be the policy that Rebecca Burton had
 23 explained on 5 January 2016 was not acceptable to the
 24 LFB; that's right, isn't it?
 25 A. Yeah. Yes, absolutely.

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1 Q. When you saw this, were you not surprised that Mr Stokes
 2 had thought it appropriate to include in this a policy
 3 which was contrary to what you had been told by the LFB?
 4 A. I didn't pick this up.
 5 Q. You didn't pick it up?
 6 A. No, I don't think I did.
 7 Q. Can you explain why not?
 8 A. No, I can't, just the sheer volume of things that I'm
 9 reading, I didn't pick it up.
 10 Q. Right.
 11 Can we look then on in the year, now in
 12 September 2016.
 13 {TMO00840753}. This is the minute of the meeting
 14 for the 13 September 2016 health and safety committee
 15 meeting. We've seen this document, I think, at least
 16 twice now, and we come back to it on this topic.
 17 If you go to page 5 {TMO00840753/5}, paragraph 6.1,
 18 under the heading "Review of the safety policy and
 19 strategy", we have looked at the first two bullet points
 20 before in relation to those respective topics; now we
 21 look at the fifth bullet point down, self—closers, and
 22 it says this:
 23 "Self—Closers — the need to have a more proactive
 24 policy on installation of these devices in order to meet
 25 the LFB requirements was acknowledged. Suggestion that

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1 this could be included in cyclical decorations projects
 2 was discussed but further work required on this in TMO
 3 and with RBKC.”
 4 Next bullet:
 5 “Self—closers — regular inspection and
 6 maintenance — how and when can this be undertaken?”
 7 Apart from that minute, do you have a recollection
 8 of the requirements relating to maintenance of
 9 self—closers which had been laid down by the LFB being
 10 discussed at that meeting?
 11 A. I think we had quite a wide—ranging discussion. The
 12 reference to cyclical projects was, I think,
 13 Peter Maddison suggesting that it may be something that
 14 we ... the difficulty is that we were — it looks like
 15 we’re still looking at plugging it into something else
 16 as opposed to having a dedicated inspection programme.
 17 Q. Yes. Was this the first time that the regular
 18 inspection and maintenance requirement for self—closers
 19 was raised with the health and safety committee?
 20 A. I doubt it, but ...
 21 Q. Right.
 22 A. Yeah, I don’t see how it could have been because we
 23 would have had at least one or two meetings in the
 24 intervening time, and both Barbara and I were well aware
 25 of what the Fire Brigade were asking, we all had a copy

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1 of the enforcement notice, so I can’t see that that
 2 would be the case.
 3 Q. Do you know why this was only raised with the health and
 4 safety committee at this time and not immediately after
 5 the meeting with the LFB on 5 January?
 6 A. No, that’s — I would have expected that that’s when it
 7 would have been discussed.
 8 Q. In the last part of the bullet point that starts
 9 “Self—Closers — the need to have a more proactive
 10 policy”, you can see that it says, “further work
 11 required on this in TMO and with RBKC”. What further
 12 work was required?
 13 A. Funding. It will be about the funding aspect because
 14 it’s new work and it would be about budgets.
 15 Q. Further work required on this; that’s about money, is
 16 it?
 17 A. It’s about money and — sorry, and also it’s possibly
 18 a policy issue, which is what it ended up being,
 19 a discussion on policy.
 20 Q. What was the discussion on policy about?
 21 A. Well, I can only tell you what Barbara fed back to me,
 22 but — so Barbara raised it at their joint management
 23 team and we made a proposal that it be a three—year
 24 programme and — of installation and RBKC wanted it to
 25 be five—year, and they didn’t accept that there should

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1 be an ongoing programme of inspection.
 2 Q. Now, I think you drafted a paper for this meeting on the
 3 topic.
 4 Can we go to {TMO00840660}, please. This is
 5 a document called paper 6, “Review of Fire Safety
 6 Strategy, for discussion”.
 7 A. Yeah.
 8 Q. You see that?
 9 A. Yes.
 10 Q. I’m not entirely sure — well, we have seen this before.
 11 A. We have.
 12 Q. Because we looked at it before, but can you look,
 13 please, in that document with me at page 2
 14 {TMO00840660/2}, and you can see that there is
 15 a reference halfway down the page to self—closers. Do
 16 you see that?
 17 A. Yes.
 18 Q. In the second—last bullet point:
 19 “Self—closers — inspection & maintenance of fitted
 20 self—closers.”
 21 And you say:
 22 “LFB advise that the RRO requires regular
 23 inspection/maintenance of these devices to ensure that
 24 are still operating effectively and have not been
 25 disconnected/disabled. The LFB have advised that

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1 landlords MUST NOT rely exclusively on void checks to
 2 undertake these inspections. How can this be
 3 progressed? Is this something that ESAs can assist
 4 with? Are there any ppm contractors such as gas
 5 servicing contractor who could assist? Could it be
 6 included in tenancy checks? Could RD be asked to
 7 feedback after visiting a property? How else can this
 8 be progressed? Additionally, the possibility of regular
 9 publicity — either general to all via Link/Website etc.
 10 or targeted with personalised letters to specific
 11 blocks — to promote the need to ensure these
 12 self—closers are not disconnected should be considered.”
 13 Now, those questions that you set out there were set
 14 out in this paper for the September meeting. Why were
 15 these questions not set out in any earlier paper for any
 16 earlier meeting and the matter was left for nine months?
 17 A. I’ve already said, I would have expected this would have
 18 gone to an earlier meeting and I can’t give you
 19 an explanation, because we were well aware that that’s
 20 what the requirement was. I can only think that at that
 21 time we were pretty consumed with making sure that Adair
 22 and Hazlewood, the enforcement notices were complied
 23 with, and that was a significant amount of work on my
 24 behalf.
 25 So I can’t give you an explanation, I’m sorry.

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1 I would have intended it to be set out earlier. This is
 2 a discussion paper, as you know, for all the things that
 3 we need to be reviewing and considering for the revised
 4 strategy statement, so I'm just putting down questions
 5 to enable — you know, promote some debate and get
 6 people to think outside the box or give me their views.
 7 Q. You see, we've seen no evidence, either in people's
 8 statements or in any documents, that this point and
 9 series of questions that you're raising in this paper in
 10 September 2016 had been raised at all between the
 11 5 January 2016 meeting with Rebecca Burton and
 12 September 2016. We've seen no evidence of that. Can
 13 you explain that?
 14 A. No, I can't. I'm sorry, I can't. It absolutely was on
 15 my radar, and also Barbara's. We were very clear. You
 16 know that I met with Rebecca in November and in January,
 17 so it would have been my intention to raise it, and
 18 I can't give you an explanation because I don't have
 19 one.
 20 Q. Now, let's go on into October 2016, {TMO00840697}.
 21 If we go to the bottom of page 1, you can see, in
 22 the last two-thirds of the screen, there is an email
 23 from you to Ian Lines of 6 October 2016.
 24 Now, Ian Lines, as you can see from the next email
 25 up, is or was head of strategic investment at the TMO,

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1 wasn't he?
 2 A. Yes.
 3 Q. If you look at the very foot of page 1, you can see that
 4 you say to him:
 5 "Our policy at the time of the Adair fire which we
 6 had shared with the LFB — had been that where new flat
 7 doors are fitted these would be self-closing FD30s with
 8 intumescent strips and cold smoke seals and be fully
 9 compliant with Building Regns. In addition, we would
 10 ... retro-fit self-closers to the flat entrance doors of
 11 void properties and to doors in locations where our fire
 12 risk assessor highlighted the need for these to be
 13 installed. Finally, several years ago we completed
 14 a programme of flat entrance doorset replacement of
 15 approx. 1200 tenanted properties. (These doors had been
 16 highlighted as potentially non-compliant by the FRA and
 17 then surveyed by stock condition surveyors to clarify
 18 whether they were sufficiently fire-resisting and those
 19 that were not were included in the programme.)
 20 " ■ The LFB had audited Adair Tower several weeks
 21 prior to the fire there and had issued a Deficiency
 22 Notice which highlighted the need to ensure all flat
 23 doors in this block were self-closing.
 24 " ■ I have spoken at length with the LFB's Fire
 25 Safety Team Leader and her view is that all of our flat

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1 entrance doors should be self-closing and that with our
 2 existing policy it would take too long for all of our
 3 flat doors to comply. (I consulted peers at similar
 4 organisations and in general they confirmed that their
 5 policy was to ensure all flat entrance doors were
 6 self-closing.)
 7 " ■ Therefore it is likely /possible going forward
 8 that every time one of our blocks is audited by the LFB
 9 they will raise this as a requirement and issue a Notice
 10 of Safety Deficiencies.
 11 " ■ Unfortunately, the LFB interpretation of the
 12 Regulatory Reform Order goes further than this and they
 13 are requiring landlords to have procedures in place
 14 whereby self-closers are inspected and those which are
 15 faulty or have been disabled or removed are replaced.
 16 Whilst the LFB state that it is up to the landlord to
 17 set the frequency and arrangements for the inspection of
 18 self-closers they have confirmed that waiting for the
 19 property to become void would not be considered
 20 sufficient. (They recently audited Lonsdale House where
 21 the tenants doorsets were replaced in 2013 as part of
 22 the programme referred to above and the Inspecting
 23 Officer has stated that he wants us to ensure all doors
 24 are self-closing. I pointed out that they had been
 25 relatively recently replaced with fully compliant door

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1 sets and that we were unable to control any resident who
 2 wished to disable their door closer but he still sees
 3 this as our responsibility and believes this is the
 4 correct interpretation of the RRO)
 5 " ■ it is also worth pointing out that Laura Johnson
 6 at RBKC is not keen on the idea of a borough wide
 7 programme of fitting self-closers to all doors.
 8 " ■ However, in discussion at the recent H&S
 9 Committee there was a general consensus that we needed
 10 to be more proactive about fitting these and the
 11 possibility of including this in the cyclical des
 12 programme (complete in 7 years?) appeared to be the most
 13 effective way of proceeding(?)
 14 Now, I don't apologise for reading that email in its
 15 entirety because it's an important document and there is
 16 a lot in it.
 17 Question: by this time — this is early
 18 October 2016 — is it right that you and those on the
 19 health and safety committee were well aware that the
 20 TMO's policy of only fitting self-closing devices on
 21 doors where the property became void did not meet the
 22 required standard under the statute?
 23 A. Absolutely.
 24 Q. Yes.
 25 Why did you think that the LFB's interpretation of

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1 the RRO goes further than this, and they're requiring
 2 landlords to have procedures in place whereby
 3 self-closers are inspected and those which are faulty or
 4 have been disabled or removed are replaced, which is
 5 your fourth bullet point on page 2?
 6 A. Okay, Ian Lines is relatively new, doesn't know any of
 7 the history. He has an overview of things like --
 8 I've misspelt it, but it was the cyclical decorations
 9 programme, cyclical decs programme. I believe that I've
 10 been asked to contact him to see whether what
 11 Peter Maddison suggested at the health and safety
 12 committee in terms of cyclical decorations programme
 13 having this as an additional item is an effective way of
 14 going forward, so I was trying to give him all of the
 15 history and all of the dialogue so that he could
 16 investigate further.
 17 Q. No, but my question was --
 18 A. Sorry.
 19 Q. Let me try the question in a different way.
 20 In what way did the LFB's requirement, did you
 21 think, to have landlords inspect self-closing devices
 22 and replace faulty ones go beyond what the TMO was
 23 required to do under the RRO?
 24 A. I didn't think it did, I was just trying to explain to
 25 him that it's not -- I'm not just looking at installing,

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1 we are also looking at an inspection programme. Clearly
 2 I didn't set it out very well.
 3 So it's an installation programme and an inspection
 4 programme, and we need to figure out how we're going to
 5 be able to do them, and he had been tasked with looking
 6 at whether there was a way that we hadn't considered or
 7 whether the cyclical decs programme might be a vehicle
 8 for moving this forward.
 9 Q. Ah, I see. I think I understand your answer. Are you
 10 saying in that bullet point that the LFB's
 11 interpretation of the Regulatory Reform Order so far as
 12 inspection regimes are concerned goes beyond that order
 13 because there is nothing in it about inspection?
 14 A. I'm just -- it's probably just a bad form of words. I'm
 15 just trying to say there are these two issues, I'm
 16 mentioning the Regulatory Reform Order, which he
 17 possibly knows about but, if not, he'll need to in order
 18 to investigate this further. It's a long email and
 19 I probably didn't word it terribly well in places.
 20 Q. Do you accept -- I think you do accept -- that if the
 21 TMO weren't inspecting self-closing devices other than
 22 whenever voids came up, which was still the policy, then
 23 the TMO was not complying with Article 17 of the RRO?
 24 A. Agreed, which is why I'm trying to move it forward and
 25 I'm trying to do what the subcommittee or the health and

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1 safety committee has asked me to do, and Peter Maddison
 2 particularly had raised this as a possibility, so I'm
 3 trying to exhaust that.
 4 I don't -- my personal view is I don't think that
 5 that's going to end up being a goer, but I've been told
 6 to investigate so I'm trying to investigate.
 7 Q. Would you accept that when, according to your text in
 8 that bullet point, you are referring to what it is the
 9 LFB are after, what the LFB were after was consistent
 10 with the LGA guide, which required, as good practice,
 11 inspecting timber fire resisting doors on a six-monthly
 12 basis as part of a programme of --
 13 A. Yes.
 14 Q. -- planned preventative maintenance -- yes --
 15 et cetera --
 16 A. Yes.
 17 Q. -- and that also covers the devices. Right.
 18 Then move on in time to December 2016, and I just
 19 want to ask you about the change in policy and the
 20 proposal for that.
 21 Can we go to {TMO00843892}, and I would like to show
 22 you this board update, December 2016.
 23 Did you draft this?
 24 A. It looks like I might have done. Does it say? Sorry.
 25 Q. It doesn't say on the first page, nor on the last page,

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1 so that's why I'm asking you. Does it look familiar to
 2 you?
 3 A. Could you spin down, because I'll know -- sorry.
 4 Q. Certainly. Let's scroll down to the bottom of page 1
 5 and then page 2 {TMO00843892/2}. We're going to look at
 6 page 2.
 7 A. Yeah, I'm pretty sure I will have done.
 8 Q. Very good.
 9 Let's look at item 6, "LFB Deficiency Notice
 10 received". This is December 2016.
 11 At the bottom of paragraph 6, it says:
 12 "The tenants' doors at this block ..."
 13 And you can see that there are a number of blocks
 14 there referred to.
 15 A. "These blocks", I should have said, sorry.
 16 Q. Well, I was going to ask you that, which one you were
 17 referring to, but I think it's all of them:
 18 "The tenants' doors at this block [which should be
 19 read as these blocks] were replaced with fully
 20 fire-rated, self-closing compliant doorsets within the
 21 last four years and so we are surprised to have received
 22 this Notice and require a clear steer from the LFB on
 23 their specific additional requirements."
 24 Now --
 25 A. Sorry, what was the date of this document?

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1 Q. Well, that's what I was going to ask you. It says
 2 December 2016 on the top of page 1. Are you able to
 3 date it any more accurately than that?
 4 A. Sorry, could we scroll up, because I might be able to
 5 tell where —
 6 Q. Yes, of course. I'm so sorry, quite right. Page 1
 7 {TMO00843892/1}.
 8 A. That's fine. Because it ...
 9 (Pause)
 10 Q. It might help you, at the second half of the first
 11 paragraph there is a reference to the —
 12 A. It must have been — sorry, it must have been December
 13 because it refers to the inspection at Hazlewood, which
 14 was the post-notice inspection.
 15 Q. Yes. Well, it says, "Board Update Dec 16" at the very
 16 top.
 17 A. Yeah.
 18 Q. Right. Well, let's look on.
 19 Let's look at {LFB00032333}. This is the minute of
 20 the next bi-monthly meeting with the LFB which you can
 21 see took place on 18 January 2017.
 22 I must ask you, was the document we've just been
 23 looking at marked December 2016 drafted for or produced
 24 at that meeting?
 25 A. No, it's a board update, so I think it must have gone to

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1 TMO board.
 2 Q. Yes, of course, it is a board update, and in fact the
 3 next board meeting we have was on 10 January 2017.
 4 A. Okay.
 5 Q. Do you think it was —
 6 A. Perhaps.
 7 Q. — drafted for that meeting?
 8 A. Perhaps. I can't —
 9 Q. You don't know. All right.
 10 A. Sorry, I don't know.
 11 Q. Anyway, let's look at the minute of the bi-monthly which
 12 is on the screen in front of you. 18 January 2017, you
 13 are there, Rebecca Burton is there.
 14 If we look at page 3 {LFB00032333/3}, please, you
 15 can see item 7, "Enforcement Action/Deficiency Notices &
 16 Correspondence with LFB", and in the second paragraph
 17 you can see that you raise a query with why
 18 9 Colville Square had received a deficiency notice. Do
 19 you see that?
 20 A. Yes.
 21 Q. You can see, as I think we've already heard, that
 22 Rebecca Burton gives a pretty clear indication as to
 23 what was required; yes?
 24 A. Yes.
 25 Q. Yes. Did you consider that her comments as set out

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1 there gave the TMO the clarity that it needed or felt it
 2 needed?
 3 A. Yes.
 4 Q. That wasn't the first time, though, surely, that that
 5 clarity had been received. What was it that she was
 6 telling you that you didn't already know?
 7 A. So this is regarding the deficiency notice at
 8 Colville Square; yes?
 9 Q. Yes.
 10 A. So there was a deficiency notice and it had had
 11 a broadly compliant, and to all intents and purposes it
 12 didn't appear to have changed. So I think it was
 13 legitimate to just find out why it had moved from one to
 14 the other, and it appeared, that must have gone off my
 15 radar, that it had — there were some issues raised
 16 previously or identified at the previous time when we
 17 were given the broadly compliant, but I just didn't have
 18 any recollection of them. So that's fair enough. And
 19 what she was saying is with that and something
 20 additional, then it brought it into the deficiency
 21 notice territory.
 22 Q. Right.
 23 In relation to Grenfell, the only thing you can see
 24 is on page 4 {LFB00032333/4}, and the only thing
 25 discussed there is the presence of a mobility scooter in

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1 the communal area, which I think is something that had
 2 been picked up by Carl Stokes.
 3 A. Yes.
 4 Q. There wasn't any reference there to the self-closers in
 5 that building. Is that because no clarification was
 6 required?
 7 A. Yeah, yeah, we'd had the notice, so, yeah. It was just
 8 if we had queries or if we were unclear. Sometimes it
 9 was very general and it's unclear whether they're
 10 talking about all doors or just communal doors or —
 11 sometimes it's just helpful to clarify.
 12 Q. At some point between January and March 2017 — well,
 13 let me show you a document.
 14 {TMO00840769}. This is a document called
 15 "Fire Safety — Board Update March 17"?
 16 A. Okay.
 17 Q. Could you just help me, when did you start doing these
 18 fire safety board updates?
 19 A. I've wondered that, actually. I suspect — but I don't
 20 know for sure, I haven't checked — that Robert had
 21 started to ask me to do them, certainly at or just after
 22 the Adair fire. I mean, I used to be regularly asked
 23 for information, but it became a bit more comprehensive
 24 and a bit more wide-ranging in relation to fire safety
 25 at that time, I believe.

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1 Q. So he asked you to give board updates regularly, did he?

2 A. He asked for a regular fire safety board update.

3 I think prior to that he had a chief executive's report,

4 and so sometimes there would be specific things he would

5 want me to incorporate, but this was more sort of

6 comprehensive.

7 Q. I see, and that started after the Adair Tower fire?

8 A. I could be wrong, but that's my recollection.

9 Q. That's your recollection?

10 A. Yes.

11 Q. Looking at this document, you can see on page 2

12 {TMO00840769/2} — it starts on page 1, but there is

13 a list of the recent deficiency notices, and if you look

14 at page 2, paragraph 4:

15 "Self-closing devices on flat entrance doors.

16 "The need to adopt a more proactive approach towards

17 the retrofitting of self-closing devices on flat

18 entrance doors throughout the housing stock was

19 recognised as part of the thorough review of our Fire

20 Policy & Strategy. This is necessary to satisfy the

21 LFB's requirements as they have confirmed that they

22 consider our previous policy would take too long to

23 ensure 100% of tenanted doors are fitted with these

24 devices. A change should also reduce the likelihood of

25 further LFB Deficiency Notices being issued on the basis

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1 of absent self-closers. The TMO is, therefore,

2 currently in discussion with RBKC about the possibility

3 of introducing a 3-year programme to install

4 self-closing devices across the stock."

5 There is no mention there, as far as I can see, that

6 there should have been a regime in place for inspection

7 and maintenance of the self-closing devices, is there?

8 A. No, that was an oversight.

9 Q. I was going to ask you why that — you say it's

10 an oversight?

11 A. Yeah, it wasn't a deliberate policy. I think I was

12 sometimes mindful of how much information I was putting

13 in these reports. But, yeah, it should have been there,

14 it wasn't deliberately excluded, it was just ...

15 Q. Can you explain why it wasn't? It's quite —

16 A. I can't explain. I know it was being discussed.

17 Barbara and I were discussing it and I knew that she was

18 raising it with JMT, and I had been asked I think

19 probably by that stage to go to repairs and get some —

20 you know, an indication of prices and things were going

21 on, I don't know why it isn't there.

22 What I would say is if it's a board update then

23 Barbara would have been at board and she'd have been

24 able to pick up on anything that I'd inadvertently

25 admitted — omitted, even.

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1 Q. Right.

2 Now, there is then a meeting of the health and

3 safety committee on 16 March 2017, and the reference for

4 that is at {TMO00847305/19} — that's actually your

5 third witness statement. At paragraph 62 you refer to

6 that meeting.

7 You drafted a paper for that meeting at

8 {RBK00000988}. Let's look at that.

9 This is a document dated 1 March 2017, "Installation

10 of self-closing devices on flat entrance doors, for

11 discussion".

12 Am I right in thinking that that document was

13 drafted for discussion at the health and safety

14 committee meeting on 16 March?

15 A. Actually, I don't know if it was. I think it was

16 drafted for JMT, the joint management team meeting,

17 because that's where they were going to have

18 a discussion about the policy and the budget.

19 Q. I see. So that's a prior meeting, is it, the joint

20 management team?

21 A. Yes. Well, it says "JMT — 1st March", so I think it

22 must have gone there. I don't know if it went on to

23 health and safety committee or whether we just gave —

24 Barbara gave some verbal feedback.

25 Q. Was the purpose of this paper in part, at least, to

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1 assist the JMT in making a decision about whether the

2 TMO should have a system of monitoring and maintenance

3 of the self-closing devices across the stock?

4 A. I believe so, yes.

5 Q. If you look at the third paragraph on the first page

6 under paragraph 2 — it says, "Fire safety requirements

7 for flat entrance doors", and in it, if you look at the

8 third paragraph under that, it says:

9 "We have emphasised our concern that even regular

10 inspections and maintenance (where access is readily

11 available) will not ensure that all devices remain

12 operational as we cannot control residents who either

13 deliberately choose to disconnect/disengage or do not

14 report defects to enable us to instigate any necessary

15 repair. The Inspecting Officers response to these

16 concerns was as follows ..."

17 Et cetera.

18 Was it your view, even at this time, 1 March 2017,

19 that you can't control residents who either deliberately

20 choose to disconnect or disengage or do not report

21 defects to us?

22 A. I think that's always the case.

23 Q. Was that a routine experience?

24 A. Yes. Not necessarily with self-closers but with

25 a variety of things.

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1 Q. Well, was it a routine experience that residents chose
2 to disconnect or disengage self-closing devices?
3 A. I don't know. It did happen, but I think — I'm sure
4 Laura, as a housing professional, she'd have been aware
5 that there's always a possibility that it's going to
6 happen, so we may as well consider it now and think: do
7 we need to put anything additional in place to
8 supplement it? But I tried to be balanced and give
9 the Brigade's response.
10 Q. Well, you say you're trying to be balanced, and that may
11 be a fair point, because if you look up the page you can
12 see that what you're doing is setting out in the two
13 bullet points what the LFB are requiring.
14 A. Yes.
15 Q. Namely you need to be significantly more proactive about
16 retrofitting and regular inspection and maintenance of
17 all self-closing devices to ensure that they remain
18 connected and functioning correctly, and then you record
19 the fact that the LFB have confirmed their view that
20 a self-closing device is a fire safety system,
21 et cetera, and then you say, "We have emphasised our
22 concern", which is the countervailing argument, isn't
23 it?
24 A. I don't think it's an argument, I think it was just —
25 I think there's value in acknowledging it, that no

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1 matter what we do, we can't be sure we've done 100%,
2 we're just flagging it up and we've raised that with the
3 Brigade and this is their response, so she knows what
4 their position is on that.
5 Q. Yes. Well, as you say, it's a balanced view, but it's
6 not a strong case for having a monitoring system, is it?
7 A. I don't think that's what I was being asked to put
8 forward, I was being asked to provide information in
9 relation to where we currently were at, and Barbara was
10 presenting the paper and was more than capable of being
11 persuasive and providing anything additional. I didn't
12 think it was — I think that was what my remit was.
13 Q. Right.
14 While we're on this, can we look at page 2 of this
15 document {RBK00000988/2} and look at section 4. At the
16 foot of that page you say, under the heading
17 "Self-closing policy of other social housing landlords":
18 "The TMO has contacted a number of similar
19 organisations seeking information on their policy with
20 regard to self-closing devices. All respondents to date
21 (includes CityWest, Haringey, Notting Hill Housing etc.)
22 have confirmed that their policy is to ensure that all
23 flat entrance doors are fitted with self-closers.
24 However, approaches to inspection/maintenance of these
25 devices are much less clear."

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1 What was much less clear about the inspection or
2 maintenance policies of those social housing landlords?
3 A. So I probably mentioned it before, there was a London
4 and South East housing —
5 Q. Group?
6 A. — fire safety group.
7 Q. Yes.
8 A. And we would often contact each other if there was just
9 a question or if we were doing some benchmarking, and so
10 I contacted a number just to find out if there was
11 something that we were missing or a quick win in terms
12 of how we could progress this, and I think as I say
13 here, they were all pretty proactive about installing
14 self-closers, and when you asked them if they were
15 regularly inspecting them, they would say yes, but when
16 you asked for the detail, it was a bit similar to, well,
17 voids and major works. There wasn't — my recollection
18 from the people who responded, there generally wasn't
19 a dedicated inspection regime of the kind that we were
20 trying to set up.
21 So I was just trying to kind of give a flavour of
22 what's going on.
23 Q. Yes, I see. I see. In case somebody asked you for
24 a comparative?
25 A. Well, it's quite likely — that's often the first thing

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1 that people say, "Well, what are other people doing? Is
2 there a clever or slicker way for us to do it?"
3 Q. Yes, I see.
4 On page 3 of this document {RBK00000988/3} you can
5 see that there is a table, which is the cost of
6 installing and inspecting. You can see that it has
7 "Programme" and "Cost", and the installation programme
8 for total stock has a cost of £619,000, and for
9 inspection and maintenance programme it has £288,000.
10 First, did you prepare that table or did somebody
11 give it to you?
12 A. Somebody gave me the information and the breakdown, so
13 I've slotted in what was provided to me. I think it was
14 possibly Graham Webb, because I think we saw it as
15 a responsive repair issue, so I think it was likely to
16 have been him.
17 Q. I see.
18 Under the heading "Inspection/Maintenance
19 Programme", you indicate the assumptions behind the
20 estimated cost of £288,000. There are three
21 assumptions: 60% fully compliant, 20% repair/adjusted,
22 20% replaced and 10% no access.
23 Were the doors that you were considering doors that
24 had been replaced as part of the flat entrance door
25 replacement programme?

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1 A. We were considering all doors. This was just — I don't
 2 know why he decided on these figures, but they were just
 3 indicative costs, just to give Laura something to base
 4 that on.
 5 Q. Right.
 6 Do you know the basis of the figure of "20% doors
 7 required closer to be repaired/adjusted"?
 8 A. No, I don't even know whether it was just picked
 9 randomly out of the air in order to provide an
 10 indicative cost. I don't know, sorry.
 11 Q. The same applies to the other percentages, I assume; is
 12 that correct?
 13 A. Yeah, that is correct.
 14 Q. Were you not concerned that your assumptions or the
 15 assumptions that you had received and were putting
 16 forward in turn showed that 40% of doors did not have
 17 working self-closing devices?
 18 A. No, I mean, they really were, I think, figures plucked
 19 out of the air in order to give an indicative cost, so
 20 I think we didn't know — we didn't have that figure.
 21 Q. Did you ask Graham Webb whether his assumptions were
 22 realistic or whether they were just fantasy?
 23 A. I don't remember asking him.
 24 Q. Is there any reason you can think of why Graham Webb
 25 would have put forward percentages that were not

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1 reasonably realistic?
 2 A. No, but he had to start somewhere, and I suppose perhaps
 3 it's easier if you start thinking you've got more
 4 non-compliant, get a budget that you can handle, and
 5 then you can work within — I don't know, I'm
 6 speculating.
 7 Q. Yes, it may very well be a worst-case scenario, but did
 8 you have any reason to think that it was an unreasonable
 9 worst-case scenario, Ms Wray?
 10 A. I didn't, no.
 11 Q. No. So, therefore, even if a reasonable worst-case
 12 scenario, did it not give you concern that just under
 13 half of the doors in your stock had no operating
 14 self-closing devices?
 15 A. No, because I don't know what that was based on, and
 16 I was more anxious to get the programme approved and
 17 on site and going forward than really to ponder the
 18 figures too much, I just wanted approval.
 19 Q. So you didn't apply your mind to the potential
 20 fire safety consequences of the facts indicated by the
 21 assumptions?
 22 A. Well, they're not facts, are they? That's the point.
 23 He's giving an indicative cost based on something
 24 that — you know, you have to start somewhere, don't
 25 you? You have to go back to the director of housing

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1 saying, "On the basis of this, this is what it will
 2 cost". We don't know whether it's on that basis, but
 3 you need somewhere to start. I am really ... I don't
 4 know what more I can add, sorry.
 5 Q. No, I understand the point you're making entirely. It's
 6 a starting point and it's based on assumptions. But did
 7 the fact that you were starting from just under half of
 8 the doors in the borough having either broken or no
 9 self-closers give you cause for concern?
 10 A. No, because I think that the purpose of the exercise was
 11 to get the budget agreed, rather than to — from my
 12 perspective, that's what I thought we were trying to
 13 achieve: get the budget agreed, get on and do. In fact,
 14 if it were down to me, I probably would have made the
 15 fully compliant number less in order to give us a slush
 16 going forward, but it wasn't down to me.
 17 Q. In your first witness statement — let's go to it —
 18 page 19 {TMO00000890/19}, you say at paragraph 83 on
 19 that page:
 20 "On 16 March 2017 I produced a paper reviewing the
 21 Fire Strategy in respect of self-closers which suggested
 22 that the TMO adopt a five year installation programme
 23 fix retrofitting self-closing devices across our stock
 24 (JW/25 ...)"
 25 And you give it the title .

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1 That document is at {TMO00842281}, and it's a paper,
 2 as you can see when it comes up, for the health and
 3 safety committee —
 4 A. Okay.
 5 Q. — for its meeting on 16 March 2017, paper 5, "For
 6 information".
 7 If we go to page 2, we can see your name appears
 8 above the date, 10 March 2017, so we're clear that you
 9 drafted it.
 10 If we go to item 3 on page 1 {TMO00842281/1}, you
 11 can see that you set out there the JMT's decision, that
 12 the TMO would not be instigating a dedicated inspection
 13 or maintenance programme for self-closing devices; do
 14 you see that?
 15 A. Yes.
 16 Q. Yes. That was not what you had recommended, was it?
 17 A. No.
 18 Q. Can you explain why the JMT had set its face against
 19 your recommendation?
 20 A. I wasn't at the meeting but — well, the feedback I had
 21 received was that Laura wasn't convinced that it was
 22 being applied consistently across London, and I think
 23 I had the impression she would have been happier to
 24 implement it if she was confident that everybody was
 25 being treated equally and held to the same standards.

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1 But I don't know because I wasn't at the meeting.
 2 Q. You weren't at the meeting and that's a fair point.
 3 A. No.
 4 Q. What you do do is set out the reasons given for the
 5 decision.
 6 If we look at point 3, first paragraph, if we pick
 7 up the third line, it says:
 8 "Concern was expressed that the real value of such a
 9 programme in terms of improving resident safety is
 10 impossible to quantify and so it is difficult to justify
 11 committing limited resources to a programme which would
 12 then be ongoing indefinitely."
 13 Now, do I take it that you're setting out your
 14 understanding of the joint management team's reasoning?
 15 A. Yes. I think that might even have been a direct quote
 16 from Laura. I was just passing on what I had been
 17 advised.
 18 Q. Did you agree with the reasoning?
 19 A. No.
 20 Q. Did you express your disagreement with the reasoning?
 21 A. Most likely I did, but it would have been to no avail.
 22 Q. You say it was a direct quote; how was that decision
 23 conveyed to you? Did you see a document?
 24 A. Sorry, I can't recall, actually, it may have been from
 25 Barbara or it may have — I may have seen sight of

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1 a document, I'm not too sure.
 2 Q. When you say you most likely would have expressed your
 3 disagreement, do you remember —
 4 A. Well, I would have spoken to Barbara and said, "I think
 5 this is the wrong decision, I think this is what we
 6 should be doing, and I appreciate Laura's got some
 7 reticence, but actually, if we don't do it now, then
 8 we're putting off the inevitable".
 9 Q. Do you remember what Barbara Matthews said to you in
 10 response?
 11 A. No, I don't. I know that she — my view was that she
 12 was disappointed also to get our three-year proposal
 13 moved to five years, and I think, you know, to be fair,
 14 she supported it and she wanted us to get on and do it.
 15 Q. You can see that in the next paragraph you go on to
 16 record this:
 17 "Further, if the London Fire Brigade (LFB) were to
 18 make this a priority and look to introduce this as
 19 a London-wide standard that they will enforce against
 20 (rather than on a borough by borough basis) we would
 21 take legal advice and make representations to the GLA in
 22 advance of instigating an inspection programme."
 23 Was it your view that the LFB were wrong to ask the
 24 TMO to have an inspection and maintenance policy?
 25 A. No, and again, that is more or less a direct — what was

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1 fed back to me from the meeting, so that is also not my
 2 view. No, they weren't wrong.
 3 Q. Was it your understanding that the LFB did not in fact
 4 have a London-wide standard for inspecting and
 5 maintaining self-closing devices?
 6 A. I didn't know. I knew from the correspondence with
 7 colleagues in the sector that it hadn't been something
 8 that had been — was being raised with them on any kind
 9 of regular basis. So generally the feedback I was
 10 getting was that it wasn't being applied consistently at
 11 sort of fire safety officer level necessarily, but
 12 I hadn't gone beyond a handful of —
 13 Q. No, no, and from your interactions with the LFB — and
 14 we've seen a number of them — did you ever get the
 15 sense that they were picking the TMO out for special
 16 treatment?
 17 A. No, no, that wasn't my view but, I mean, Laura sat on
 18 a fire safety group with London directors, so she'll
 19 have had different interactions that may have given her
 20 different information, I couldn't say.
 21 Q. At any rate, is it right, do I take it from this, being
 22 blunt, that pushing your case or your belief about this
 23 any further would have been, as it were, above your pay
 24 grade?
 25 A. It wouldn't have gone anywhere, yeah, unfortunately.

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1 Q. Let's look at the minutes of the health and safety
 2 committee meeting for 16 March 2017 for which this
 3 document was prepared, {TMO00847312}.
 4 We can see that you attended that meeting, the list
 5 of those present, third item down; yes?
 6 A. Yes.
 7 Q. If you go, please, to page 5 {TMO00847312/5}, and look
 8 at paragraph 4.2 under the heading "Review of
 9 Fire safety", you can see it says:
 10 "BM [Barbara Matthews] advised that RBKC had been
 11 consulted and had confirmed their view that we adopt
 12 a 5-year installation programme for self-closers but
 13 that, at this stage, we should not instigate
 14 an inspection programme."
 15 Then it goes on at 4.3, I should show you:
 16 "PM suggested that any clarification from Counsel or
 17 RBKC Legal be incorporated into the Fire Strategy to
 18 formalise the TMO's position on where self-closers would
 19 be fitted and which doors would be inspected."
 20 Now, BM is obviously Barbara Matthews.
 21 What was the purpose of formalising the TMO's
 22 position in writing?
 23 A. I don't know, to be honest. I don't think I did it.
 24 Q. Right. Did you understand that to require the fire
 25 safety strategy to be amended or amended further to

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1 include reference to the inspection and maintenance of
 2 self-closing devices?
 3 A. I think Peter had a view that there were maybe locations
 4 across the stock where self-closers weren't fitted
 5 because of the way the doors were located, and we did
 6 have a number of street properties where the front
 7 entrance door would have been to the street and didn't
 8 lead to a communal area, so there were a small number,
 9 but actually, I didn't think it was worth investigating
 10 any further because it was a small number.
 11 Q. Right.
 12 You can see from paragraph 4.3 that Mr Maddison
 13 suggests the clarification be incorporated into the
 14 fire strategy, and the action initial next to that
 15 subparagraph is yours, "JW". Did you action it?
 16 A. No.
 17 Q. Why is that?
 18 A. Actually, I think usually the way this works is it's the
 19 initial against the individual paragraph, so I don't
 20 think we'd ever put anybody against that even.
 21 Q. Does that mean it wasn't to be actioned at all? That
 22 can't be right.
 23 A. I think what I was going to do was get clarification of
 24 the small number of situations where self-closers
 25 wouldn't need to be fitted in the stock. I wasn't going

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1 to take legal advice or counsel's opinion because
 2 I think that wasn't really required, and I think I did
 3 do that.
 4 Q. Let's look at the final version of the June 2017 fire
 5 safety strategy agreed on 13 June 2017.
 6 It's at {TMO00847324/12}. We've seen it before.
 7 I'll come back to it now, paragraph 18.1.1.
 8 On page 12, you can see that, in the last paragraph
 9 above 18.2, it says this:
 10 "The TMO has a variety of ongoing methods of
 11 ensuring that self-closing devices remain in place and
 12 remain operational. These include but are not confined
 13 to —
 14 " ■ Included in works to all void (empty) properties
 15 in advance of new tenant moving in.
 16 " ■ Included in six-monthly checks of all sheltered
 17 dwellings.
 18 " ■ Included in monthly inspections of all temporary
 19 accommodation.
 20 " ■ When undertaking comprehensive FRA reviews the
 21 assessor, access-permitting, will inspect a number of
 22 flat entrance doors and their self-closing devices."
 23 Now, before June 2017 those were, were they not, the
 24 four points or actions that the TMO was already
 25 undertaking? That was the policy and had been for some

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1 time.
 2 A. Yeah, but we hadn't got permission to do regular
 3 comprehensive checks, so we weren't able to move it much
 4 forward at this stage. We tried, we'd identified the
 5 need, we'd escalated the LFB's view, but it didn't get
 6 approved.
 7 Q. Well, this policy that I've just read to you and these
 8 four parts of it was precisely the policy that
 9 Rebecca Burton had indicated was insufficient —
 10 A. Yeah.
 11 Q. — back in January of the previous year.
 12 A. Although we did get approval to do the installation, so
 13 at least we would be more confident about cascading that
 14 across the stock. What we didn't have was — I think we
 15 hoped that we would be able to chip away at any
 16 resistance, but we wanted to expedite the installation
 17 programme and then keep on raising the need for the
 18 inspections, or look at other methods of — for example,
 19 the dialogue with Ian Lines to see: was there anything
 20 that we could be doing more holistically?
 21 Q. Yes, but do you accept what I've just put to you —
 22 I think you do — that as far as an inspection regime
 23 was concerned, this was not sufficient?
 24 A. I clearly accept it, yes.
 25 Q. So why was it included in the new fire safety strategy?

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1 A. Because at the moment it's the only thing that we've got
 2 to move forward with. I mean, I could have omitted it,
 3 but, actually, I'm not sure that that would have been
 4 right either, would it?
 5 I mean, just to reiterate, at this stage I had no
 6 access to a maintenance programme. I recognised the
 7 need for it, I escalated the need for it, and I would
 8 keep escalating it and do what I could to get support or
 9 to find, perhaps, a way that we hadn't considered. But
 10 at the moment this is all we've got, so I have to
 11 reflect it.
 12 Q. Do you also accept that this policy did not reflect the
 13 guidance in the LGA guide to the effect that there
 14 needed to be a six-monthly inspection and maintenance
 15 regime?
 16 A. I do.
 17 Q. Yes. And that, in that respect, the TMO was and
 18 remained out of compliance with the RRO?
 19 A. Yes.
 20 Q. Yes.
 21 A. Yes.
 22 MR MILLETT: Mr Chairman, is that a convenient moment for
 23 a break?
 24 SIR MARTIN MOORE-BICK: Yes, we can have a break at that
 25 point, if it's convenient to you.

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1 MR MILLETT: It's a little bit early. I keep breaking
 2 early. It's not going to become a habit.
 3 SIR MARTIN MOORE-BICK: Never mind, we won't hold it against
 4 you.
 5 Right, the clocks are all saying something
 6 different. I will say that we will have a break until
 7 3.30, and please don't talk to anyone about your
 8 evidence while you're out of the room. Thank you very
 9 much.
 10 THE WITNESS: Thank you.
 11 (Pause)
 12 SIR MARTIN MOORE-BICK: Very good, 3.30, then, please.
 13 Thank you.
 14 (3.12 pm)
 15 (A short break)
 16 (3.30 pm)
 17 SIR MARTIN MOORE-BICK: All right?
 18 THE WITNESS: Yes.
 19 SIR MARTIN MOORE-BICK: Good, well done.
 20 Yes, Mr Millett.
 21 MR MILLETT: Yes, Mr Chairman.
 22 Ms Wray, just a few more questions on self-closing
 23 doors and problems with them.
 24 Do you remember a TMO handyman called Seamus Dunlea?
 25 A. Yes.

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1 Q. He gave a statement to the Metropolitan Police and it is
 2 at {MET00019959}. Can we look at that, please. That's
 3 his first page and you can see that it's a statement
 4 dated 6 July 2018.
 5 A. Yes.
 6 Q. At page 6 {MET00019959/6}, he says, in the third
 7 paragraph:
 8 "Just after the warranty ran out, the doors started
 9 going wrong. They had internal door closers that were
 10 pulling out from the door because they had tiny little
 11 screws holding them in and they had a massive fat spring
 12 inside.
 13 "The door had a hole drilled into it, had an
 14 enclosed spring that went into the door and would have
 15 a chain which attached to the frame. The springs were
 16 quite big and the screws that were holding them in were
 17 too small. Some of the screws were pulling out of the
 18 door and some were pulling out of the frame. If it's
 19 coming out of the frame or the door, the chain goes
 20 round, you can't shut the door. You can't re-attach it
 21 because of the fixings, so I would have no alternative
 22 but to remove it. I think I did this to about ten
 23 doors.
 24 "One of the door closers that I took off, I showed
 25 it to someone from management in my office. I can't

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1 remember who it was, it could have been Janice WRAY or
 2 Claire WILLIAMS. I said that the closing mechanisms are
 3 far too much for the weight of the door. I think that
 4 the closers that they were using were old stock because
 5 the casings were rusty, not that this stopped it
 6 working. I got no response from management, after
 7 I showed them the door closers that had removed, not
 8 a thing, it was basically, sort it out.
 9 "Obviously, no one was going to come back to repair
 10 the doors, and I couldn't, so all I could do was remove
 11 the door closer. This now made that an illegal door,
 12 because with the closer pulled out, the door wouldn't
 13 self-shut. I said that to Claire WILLIAMS, Janice WRAY
 14 and I think that I would have told Nicola."
 15 Now, I've read that all to you.
 16 Do you remember speaking to Seamus Dunlea about the
 17 door-closers at Grenfell Tower as he had suggested?
 18 A. No.
 19 Q. You don't?
 20 A. No, I don't.
 21 Q. Do you recall Carl Stokes raising any issue about
 22 Seamus Dunlea removing door-closers?
 23 A. Yes, I do.
 24 Q. And what did he tell you?
 25 A. That he had spoken to somebody when he was on the estate

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1 and been advised that Seamus had removed a number of
 2 door-closers. I think it was -- I can't remember the
 3 reason. I think it was to accommodate the resident for
 4 some reason. I don't know whether they found them
 5 heavy, I can't remember the detail, but I do remember
 6 being told.
 7 Q. Right.
 8 Let's look at a document, {TMO00859693}. This is
 9 an email of 17 December, if we look at the bottom of
 10 page 1, from you to Siobhan Rumble, subject: "removing
 11 self-closers":
 12 "Hi Siobhan
 13 "Our fire risk assessor has raised his concern that
 14 in conversation with a few of the tenants at
 15 Grenfell Tower they have advised that Seamus had
 16 disconnected the self-closers on their flat entrance
 17 door -- in at least one of these cases this was said to
 18 be due to the tenant perpetually locking himself out of
 19 his flat. It is imperative that these fire doors are
 20 self-closing so I would be grateful if you could please
 21 impress this upon Seamus and insist that he refrains
 22 from disconnecting or removing any other self-closing
 23 devices."
 24 If you look up, she comes back to you on
 25 21 December, and she says:

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1 "Told him.
2 "Thanks."
3 Do you recall this exchange?
4 A. I think so.
5 Q. So you were aware of self-closing devices being removed
6 by a TMO handyman, Seamus Dunlea, at least in
7 December 2015, even if not before that?
8 A. Yes. I'm pretty confident that I would have followed
9 that up with a phone call to Siobhan asking if Seamus
10 could tell us the numbers of the flats that he had
11 disconnected the devices and asked her to raise -- get
12 him to raise orders to reinstate or fit a replacement
13 self-closer, but I don't suppose I put that in writing,
14 because I'm sure I would have spoken to her about his
15 behaviour.
16 Q. So you did take steps to locate or identify the flats
17 where Seamus Dunlea had disconnected self-closers?
18 A. I'm sure that I asked for him to be interrogated.
19 Q. Did you take any further steps to follow up and make
20 sure that where Seamus Dunlea had disconnected
21 door-closers, the self-closing devices had been replaced
22 and were working?
23 A. I don't recall. I don't recall if I did.
24 Q. Why would you not have done?
25 A. Well, it's not a question of not have done, but I don't

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1 know.
2 Q. Right.
3 A. It's 2015 and I don't remember, sorry.
4 Q. We don't see any documentation on this in the
5 disclosure, so was it all done --
6 A. I would have spoken to Siobhan. I often found that it
7 was better to speak to Siobhan than to put things in
8 writing, so I would have asked her to speak to Seamus,
9 get him to identify the flats and then we could have
10 raised repairs orders, because it was possibly beyond
11 the scope of the work that he could do as a handyman.
12 Q. Did you take any action to discuss this matter either
13 with him directly, Seamus Dunlea that is, or more widely
14 with the other handymen or estate services assistants?
15 A. We didn't have any other handymen, he was the only one
16 in the whole stock, and the estate services assistants
17 didn't have tools and didn't undertake that kind of
18 work. I would be confident that I would have spoken to
19 him about it, but -- and it would have been speaking,
20 not write, so I wouldn't be able to demonstrate,
21 unfortunately.
22 Q. Right. And you don't know what Siobhan Rumble did next
23 in response?
24 A. No, I don't.
25 Q. I think, and I can't give you the reference while

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1 I stand here, but Siobhan Rumble said she didn't take
2 any action in relation to the door-closers because she
3 didn't know that they were, as it were, part of the fire
4 regulations. Would you agree with that? Can you
5 comment on it?
6 A. Well, it sort of -- I think I tried to explain in my
7 initial email to her why it was crucial that it -- that
8 he stopped doing it, so I'm sure I would have -- I'm
9 sure I followed up.
10 Q. Right.
11 A. But if that's her recollection ...
12 Q. Now, you'll recall the deficiency notice of
13 17 November 2016 in respect of Grenfell Tower. Let's
14 just go back to it {TMO00873834}. Here it is, and we
15 saw your handwriting on this yesterday.
16 I think you had said, when we looked at the
17 procedure for this, that before a notice was issued, it
18 was procedure for the LFB fire safety team to call you
19 up and ask for confirmation about the maintenance
20 arrangements and to outline the breaches to you.
21 A. Yeah. I mean, they didn't always, but that was
22 generally their practice.
23 Q. Yes.
24 Now, we can see from the bottom of page 2
25 {TMO00873834/2} of this document, if you go to it,

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1 please, that the person who conducted the audit that had
2 led to this deficiency notice was somebody called
3 Michele McHugh, Inspecting Officer Michele McHugh; yes?
4 A. Yes.
5 Q. Before she issued the notice, did Michelle McHugh call
6 you and ask for confirmation about the maintenance
7 arrangements, do you remember?
8 A. I don't remember, I'm sorry.
9 Q. You don't remember?
10 A. She was somebody that I dealt with, so it's possible
11 that she did, but I'm not sure if it was in relation to
12 Grenfell.
13 Q. If you go to pages 5 and 6, page 5 {TMO00873834/5} to
14 start with, you can see that on that page, under these
15 defects, the maintenance of the self-closing devices on
16 entrance doors was referred to, wasn't it?
17 A. Yeah.
18 Q. Yes. Do you remember having a discussion at all with
19 Michele McHugh about that?
20 A. No, I don't.
21 Q. If you look at page 5 and over to page 6, Article 17(1),
22 if you look at the bottom of page 5, it says:
23 "The PROTECTED ROUTE has been compromised by the
24 fitting of doors that do not self close. Flats 44 and
25 153 were checked at audit and did not self close."

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1 Do you see that?
 2 Then on page 6 {TMO00873834/6}, under Article 14:
 3 "At the time of the audit the emergency routes or
 4 exits were inadequate. It was found that doors to
 5 flats 44 & 153 did not self close."
 6 It's right, isn't it, that Article 17(1) of the RRO
 7 is about ensuring that there is a suitable system of
 8 maintenance; yes?
 9 A. Yeah.
 10 Q. Do you remember whether the LFB asked you about the
 11 maintenance arrangements for self-closing devices?
 12 A. I don't recall that they did.
 13 Q. No.
 14 Do I take it from this that there was no prior
 15 discussion that you had, that you can recall, with
 16 Michele McHugh about the breaches or deficiencies set
 17 out in this deficiency notice?
 18 A. Not in this case, no, I don't have any recollection.
 19 I feel sure if she had phoned me I would remember some
 20 of the conversation.
 21 Q. When you did get this deficiency notice, you presumably
 22 must have understood that an issue had been raised in
 23 respect of the system of maintenance for the flat
 24 entrance doors; yes?
 25 A. Yes.

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1 Q. Yes, and this is late 2016. This is something that was
 2 in discussion with the joint management team, as we'd
 3 seen, from earlier on in the year; yes?
 4 A. Yes.
 5 Q. In the March of 2016, and also in September 2016 at the
 6 health and safety committee meeting; yes?
 7 A. Yes.
 8 Q. It must have come as some considerable disappointment
 9 and frustration to you to receive this document from the
 10 LFB, but not entirely unexpected?
 11 A. No, it's frustrating that we knew there was an issue, we
 12 were trying to progress it, and the progressing it took
 13 longer and was more protracted than I would have wished.
 14 Q. Now, if you go to page 1 {TMO00873834/1} again, we can
 15 see that you add annotations in February 2017.
 16 A. Yeah.
 17 Q. "Feb 17" there.
 18 Now, we know the notice was raised on
 19 17 November 2016; why were your notes or updates only
 20 added about three months later, can you explain?
 21 A. I can't explain. I can't explain, sorry. I've no idea.
 22 Q. Right.
 23 A. With added updates — unless I'd transferred them across
 24 from something else on February 2017 — sorry, I really
 25 don't know.

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1 Q. Let's look in detail at one of the flats, that's
 2 flat 44, one of the two where the notice identifies the
 3 self-closers as not working.
 4 You cover this in your witness statement of
 5 21 August 2020 at {TMO00873934/20}, paragraph 45. You
 6 say in that paragraph there:
 7 "The annotation I have made on this document is
 8 'responsive repairs requested.'"
 9 You see that?
 10 A. Yes, yes, sorry.
 11 Q. Then you go on to say in the last part of the paragraph:
 12 "I attach for information a screenshot from Capita
 13 which shows that there is no record of a repair order
 14 being raised in relation to the door or self-closing
 15 device at Flat 44 ..."
 16 Was no repair raised because you yourself had failed
 17 to request the necessary repair?
 18 A. Well, I can't see how I could have requested one for one
 19 of the flats and not for the other, that just beggars
 20 belief really. So, no, I don't think so.
 21 Q. Right. Are you able to explain why you didn't request
 22 a repair to the door or the self-closing device for
 23 flat 44?
 24 A. I find it ... I don't believe I didn't request it.
 25 Q. Right.

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1 A. There is absolutely no way that I would make a request
 2 for one flat when there are clearly two. I would've —
 3 I couldn't raise orders, so all I could do was request
 4 orders and provide the detail of what I needed to be
 5 raised. After that, it went off to other people in —
 6 elsewhere, and then I could check the system for the
 7 order number and the status of the repair at a later
 8 date, although I usually got a colleague to help with
 9 that.
 10 So I cannot believe that I would have raised one and
 11 not the other, just — but I would have raised them as
 12 two separate requests so that they would have discrete
 13 numbers that I could track.
 14 Q. Yes. My previous question may have been a little bit
 15 unfair. Let me try it slightly differently.
 16 If, as it appears, or as you say, you would have
 17 inevitably requested a repair for both flat front door
 18 self-closers, can you explain why it didn't show up on
 19 the Capita spreadsheet, flat 44?
 20 A. No, I can't, and it's something I know nothing about, to
 21 be honest. So there may be an explanation that I'm
 22 unaware of, but the repairs side of things, I didn't
 23 understand the software and I didn't need to, really.
 24 So, sorry, I can't.
 25 Q. You didn't understand the software but didn't need to.

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1 In the light of that, would you agree that the error
2 would probably not have occurred if you had used the W2
3 or CRM management systems to progress the deficiency
4 notice items?
5 A. Actually, no, not necessarily. The problem seems to be,
6 with the repairs system, I would have always had to
7 request an order through the repairs system, and at that
8 time it may well have been that I could have raised the
9 request through CRM and then it went through to Capita,
10 I don't know, it was kind of ... they worked in some
11 sort of tandem which I didn't really understand.
12 The W2 system was never directly linked to the
13 repairs ordering system, so it would still — it could
14 have been recorded in W2, but it would still have had to
15 have the action taken elsewhere.
16 Q. Right.
17 A. So I don't think that would have been foolproof.
18 Q. But it might have come to your attention if a repair
19 request had slipped through the net if you had been
20 using W2 or the CRM system to input requests for
21 repairs?
22 A. Possibly it would.
23 Q. Yes.
24 A. To be perfectly honest, I don't know why I didn't just
25 put it all on a spreadsheet. But, as I've said before,

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1 we did get so few, until the last kind of — probably
2 post—Adair, there were some years we had no deficiency
3 notices at all, there were some that we only had two,
4 and they may have raised two or three items, so it
5 wasn't on my radar as a big volume of work. I had my
6 own kind of little system that I thought worked and it
7 had appeared to work, so I hadn't really thought that it
8 was something that I should work towards.
9 Q. Can we look at {MET00039807/79}.
10 What I'm going to show you is part of a report
11 conducted by the BRE after the fire in the February of
12 2018. I think this is a later version, even, of that.
13 This is actually 2019. No matter.
14 If you look at page 79 in that document, if you look
15 at box 7, you can see that flat 44 is about halfway down
16 there with red next to it, "No", so door not in situ,
17 but if you read across you can see that the entry four
18 from the right is "Door closer present?", answer: "Yes".
19 A. Yes.
20 Q. "Door closer type: Concealed.
21 "Working door closer?: No.
22 "Door open/closed: Open."
23 Now, that was the finding according to BRE's survey.
24 Assuming it to be accurate, would you agree that
25 that suggests that, if it's correct that on the night of

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1 the fire the door had a non—functioning door—closer, it
2 is at least possible that in the seven months between
3 the LFB identifying the non—working self—closing device
4 and the Grenfell Tower fire, the self—closing device for
5 flat 44 was never repaired?
6 A. It's possible, yes.
7 Q. It is also possible that it was repaired and then was
8 either broken or disconnected again?
9 A. Again, it's possible.
10 Q. You don't know which it is?
11 A. I'm sorry, I can't know which it is, no.
12 Q. As to flat 153, which was the second self—closing device
13 identified by the 17 November 2016 deficiency notice,
14 you deal with that in your 21 August 2020 statement at
15 page 20, paragraph 45. That's {TMO00873934/20}. There
16 you say in the second line:
17 "The Open Contractor spreadsheet refers to job
18 number 201631934 in respect of Flat 153, raised on
19 26 October 2016, with the instructions 'FRONT DOOR NOT
20 LOCKING PROPERLY. IT IS A MULTIT[ic] LOCK DOOR.
21 PLEASE ATTEND TO OVERHAUL LOCK.' This job is marked as
22 being 'fully completed' on 3 November 2016. The Capita
23 record confirms that this was reported by a resident via
24 the telephone, which would indicate why the repair was
25 raised before the NoD was received."

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1 Do you accept that job number 201631934 was not done
2 in response to the notice of deficiency because it
3 pre—dates the inspection by Michele McHugh which then
4 gave rise to the deficiency notice? Her inspection was
5 on 27 October 2016.
6 A. Right. That's — the information that it says here is
7 that it was reported by the resident, so ...
8 Q. Exactly.
9 A. So, yeah, it wasn't generated by the deficiency notice.
10 Q. Yes. Yes.
11 When you came to consider the deficiency notice, why
12 did you understand the issue with the door and the
13 locking mechanism to be the same issue that had been
14 raised that the door didn't self—close?
15 A. Well, I must have gone and spoken to somebody in the
16 repairs team to find out more detail.
17 Q. Yes, and who was that, do you know?
18 A. Sorry, no.
19 Q. Did you ask Adrian Bowman or an ESA to go and check the
20 flat entrance door when you got the deficiency notice?
21 A. I don't recall doing so.
22 Q. Why did you consider that the work done to the lock on
23 flat 153 was an adequate response to the LFB's finding
24 that the door did not self—close?
25 A. Well, as I say, I would — I'm sure I would have spoken

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1 to somebody in repairs who would have checked the
 2 screen, advised me that there was already an order, and
 3 I have either made an assumption or they've been able to
 4 advise me that it was for both. I don't know. I can't
 5 really answer you any more fully than that.
 6 Q. At any rate, do you accept that you and your team failed
 7 to address the issue because the LFB raised the
 8 deficiency notice in respect of the door self-closer?
 9 A. Well, if the resident's raised the repair and it's in
 10 the repairs ordering system whenever the Fire Brigade
 11 attend, then it's in the system. It's like we said, we
 12 probably can't ever be 100% compliant at all times,
 13 there will always be periods where things are being
 14 progressed but not completed.
 15 Q. When you wrote in the — yes. Thank you.
 16 I think you accept, as you've just done, that the
 17 repair was unrelated to the issues highlighted by the
 18 LFB and was raised at an earlier time by the resident?
 19 A. That's what it says, yes.
 20 MR MILLETT: Yes, that's right.
 21 Now, Ms Wray, you may or may not be glad to know
 22 that we have come to the end of a topic and are about to
 23 or could start a new one, but it's been a long day and
 24 it's been a long week and I anticipate that you may be
 25 a little bit tired. That wouldn't normally be a good

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1 reason to stop, but the next topic may require a bit of
 2 further examination by me and we won't finish it during
 3 the course of the day.
 4 We're well on track, Mr Chairman, to finish Ms Wray
 5 well within the scheduled time, so I was going to
 6 suggest — and again, highly uncharacteristically for
 7 me — that we would call it a day at this stage.
 8 SIR MARTIN MOORE-BICK: Yes. You are confident that if we
 9 finish early today, we will still finish Ms Wray within
 10 the time that she has been asked to make available?
 11 MR MILLETT: Absolutely we will. She's in fact been asked
 12 to be made available until close of business on
 13 Wednesday; I am completely confident that we will easily
 14 beat that target. We may even finish by close of
 15 business Tuesday, but I can't guarantee that.
 16 SIR MARTIN MOORE-BICK: Right.
 17 Well, I don't suppose you'd be adverse to an early
 18 afternoon, Ms Wray, would you?
 19 THE WITNESS: I wouldn't.
 20 SIR MARTIN MOORE-BICK: I suspect that goes for other people
 21 as well. So in just a moment, then, we will call a halt
 22 for the day.
 23 Before we do that, I just need to mention one thing
 24 about arrangements for next week.
 25 As everyone will know, Monday, 14 June is the fourth

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1 anniversary of the fire. The Inquiry will not sit on
 2 that day out of respect for those who died and, indeed,
 3 the many others whose lives have been so badly affected
 4 by the tragedy. So we shall resume the hearing, hearing
 5 evidence on Tuesday, 15 June at 10 o'clock.
 6 So, Ms Wray, I'm going to ask you now to come back
 7 and answer some more questions, but not until Tuesday,
 8 so you've got a slightly longer weekend in which I hope
 9 you can get a bit of rest. But please don't take the
 10 opportunity to talk to anyone about your evidence or
 11 anything to do with it. All right?
 12 THE WITNESS: Okay.
 13 SIR MARTIN MOORE-BICK: So thank you very much, and we'll
 14 see you again on Tuesday at 10 o'clock, please.
 15 THE WITNESS: Okay, thank you.
 16 SIR MARTIN MOORE-BICK: Thank you very much.
 17 (Pause)
 18 Right, thank you very much, Mr Millett. Well, then,
 19 as I have already explained, we shan't sit on Monday and
 20 we adjourn until 10 o'clock on Tuesday.
 21 MR MILLETT: Thank you very much, Mr Chairman.
 22 SIR MARTIN MOORE-BICK: Thank you very much.
 23 (3.56 pm)
 24 (The hearing adjourned until 10 am
 25 on Tuesday, 15 June 2021)

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