



Grenfell Tower Inquiry

Day 129

May 12, 2021

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Wednesday, 12 May 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 Ms Laura Johnson, formerly of the RBKC
6 housing department.
7 So would you ask Ms Johnson to come back in, please.
8 MS LAURA JOHNSON (continued)
9 SIR MARTIN MOORE—BICK: Good morning, Ms Johnson.
10 THE WITNESS: Good morning.
11 SIR MARTIN MOORE—BICK: All ready to carry on?
12 THE WITNESS: Yes.
13 SIR MARTIN MOORE—BICK: Take a moment to get yourself
14 organised, that's all right.
15 (Pause)
16 Yes, Mr Millett, when you're ready.
17 MR MILLETT: Good morning, Mr Chairman. Good morning,
18 members of the panel.
19 Questions from COUNSEL TO THE INQUIRY (continued)
20 MR MILLETT: Good morning, Ms Johnson.
21 Yesterday I was asking you about the increase in the
22 budget for the Grenfell Tower project up to £9.7 million
23 in the early summer of 2013.
24 Can I show you, please, a pair of documents.
25 I showed you the email that Peter Maddison had sent you

1

1 about the extra £200,000, which took it up to 10.3, and
2 we've been through that.
3 Can I ask you to go to {RBK00003688}, please. This
4 is the minute of the housing and economic development
5 policy board meeting on 5 June 2014 at 11.30, and you
6 can see that Councillor Feilding—Mellen was there, and
7 the other officers who were present are listed.
8 Mr Maddison doesn't appear to have been there. Do
9 you know whether he was?
10 A. If he's not listed on the attendees, then I should not
11 imagine he was there.
12 Q. Did he normally attend the policy board meetings?
13 A. Only when invited.
14 Q. Can I ask you, please, to go to page 2 of this document
15 {RBK00003688/2}. Under paragraph 6, "Grenfell Tower":
16 "Policy Board discussed the draft report.
17 Cllr Feilding—Mellen stated that the report needed to
18 explain the increased budget allocation and justify the
19 difference. Policy Board discussed the contingency, not
20 currently provided for — increasing the budget from
21 £9.7m to £10.3m."
22 Do you recall that discussion?
23 A. I — yes.
24 Q. Although I put it to you yesterday, I think, that there
25 was no query about the increase, this increase being up

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1 to the £10.3 million in 2014, I think in fact it's
2 right, isn't it, by way of correction, that this was
3 an occasion on which scrutiny was applied by certainly
4 Councillor Feilding—Mellen to that increase?
5 A. Yes. I would have expected, on taking a draft report to
6 Councillor Feilding—Mellen to be presented to the
7 Cabinet regarding the budget increase, to discuss that
8 with him and then him to go through about — to say
9 exactly what he has said here, which was to ask the
10 reasons why the budget had increased.
11 Q. In the next paragraph you can see that he asked that:
12 " ... officers outline the list of items that would
13 be lost from the scheme should approval to award the
14 increased budget not be given by Cabinet."
15 Who were the officers there? Were they RBKC
16 officers or TMO officers?
17 A. As it was RBKC drafting the report, he would be asking
18 RBKC officers to set out in the report the list of items
19 that would be lost.
20 Q. Was that done?
21 A. I don't remember. I haven't got the Cabinet report in
22 front of me, to be honest.
23 Q. It looks as though from that, as far as
24 Councillor Feilding—Mellen was concerned, he perceived
25 that there was a risk that the increase wouldn't be

3

1 approved?
2 A. Yes.
3 Q. Can you give us yourself any idea of the degree of risk
4 that was discussed?
5 A. No.
6 Q. In other words, was this a real risk?
7 A. I think Councillor Feilding—Mellen was aware that his
8 colleagues would question the reason for the budget
9 increase and then would want to be aware of the facts of
10 what it would mean if they weren't going to increase
11 the — weren't going to agree to the budget increase.
12 So I couldn't give you a percentage about what the risk
13 was, but —
14 Q. No.
15 A. — you know, it was a factor, because it is a decision
16 to be taken by Cabinet and, therefore, you have to be
17 prepared if Cabinet decide not to agree to that budget
18 increase.
19 Q. Can we then next go, please, to {RBK00003316}. This is
20 the year before, in 2013, and this is the policy board
21 meeting of 4 July that year, 2013.
22 You can see that Councillor Feilding—Mellen
23 attended, together with Councillor James Husband. You
24 were present, and you can see the list of other people
25 in attendance below.

4

1 Can you go, please, to page 3 of that document
 2 {RBK00003316/3}. It's the last paragraph under the
 3 heading on the previous page entitled "Quarterly
 4 Monitoring Report", but you can see in the first full
 5 paragraph on page 3 there, it says:
 6 "Cllr Feilding—Mellen queried increasing the budget
 7 provision for improving Grenfell Tower to £9.7m.
 8 Laura Johnson said the Council has not spent any money
 9 on maintaining the building in over 30 years and the
 10 capital receipt from Elm Park Gardens has been set aside
 11 to undertake the works."
 12 Now, this is the first increase, as it were, above
 13 the originally set amount, as we see, in 2013.
 14 Do you recall any reluctance on the part of
 15 Councillor Feilding—Mellen or indeed any other
 16 councillor to the budget increase then being discussed?
 17 A. I don't recall there being a reluctance. I don't
 18 remember this specific meeting, if I'm honest with you,
 19 but it would be entirely appropriate for the Cabinet
 20 member in this position to query with me why the budget
 21 had increased. But I think there was a general
 22 acceptance by Councillor Feilding—Mellen that the
 23 portfolio in some instances was in a poor state of
 24 repair and therefore money needed to be found in order
 25 to be able to meet those budget requirements.

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1 Q. You can see the answer that you gave him there.
 2 A. Yeah.
 3 Q. That was a bit of a broad—brush answer, wasn't it?
 4 A. It may have been a more detailed answer than that, but
 5 the minutes by — were necessarily short.
 6 Q. Let's then go to where we were yesterday, and I'm afraid
 7 we seem to be going backwards in time this morning
 8 already. We go to 17 July 2012 and an email exchange of
 9 that date at {RBK00045642}. Now, this is an email
 10 exchange between Celia Caliskan and Amanda Johnson,
 11 that's the exchange.
 12 It starts on page 7 {RBK00045642/7}, please, if we
 13 go there, with a letter from the Grenfell Tower
 14 Leaseholders' Association to Paul Dunkerton of the TMO
 15 about the appointment of Studio E, and there it is, and
 16 I think we looked at that yesterday. The letter
 17 complains about, among other things, the lack of
 18 communication from the TMO about the appointment of
 19 Studio E.
 20 On page 5 {RBK00045642/5}, we can see that
 21 Mark Anderson responds saying, "Good morning Mr Mott",
 22 you see that at the foot of the page:
 23 "I shall review your observations and reply to you
 24 separately on these issues."
 25 "I note that I have not received any dates from you

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1 and would be grateful if you were to provide me with
 2 these as I feel it would be beneficial for us to meet to
 3 discuss the proposals."
 4 Jane Tretheway is copied in on that email, indeed as
 5 others, and if you look up the page, she writes to
 6 Mark Anderson and says:
 7 "Dear All,
 8 "I would like to meet with you to understand the
 9 communications strategy you have in place with the
 10 Grenfell Tower residents over the coming weeks and
 11 months. Evidently they are still not feeling informed,
 12 and I am sure this can be corrected."
 13 At the foot of page 2 {RBK00045642/2} she writes to
 14 Amanda Johnson and Celia Caliskan, also copied to
 15 Ruth Angel.
 16 Over the page {RBK00045642/3}, she says in the first
 17 main paragraph that she hasn't had an update on Grenfell
 18 and, in the next paragraph, she says:
 19 "I wonder if the TMO believe I should take it on
 20 trust that they will do a good job, and not be
 21 questioning them in this kind of detail? But when faced
 22 with these kinds of complaints I would not be doing my
 23 job if I did not require an answer, as were Cllr C
 24 [Coleridge] to ask me to tell him what was going on,
 25 I would not know what to say. I am going to wait to the

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1 end of the week for an update from Mark in response to
 2 my email below, i.e. for him to confirm that they have
 3 already written out, or that they plan to. If I don't
 4 hear anything I have drafted an email to escalate it to
 5 Sacha. I would hate the Grenfell project to end up with
 6 the appearance of a bad news story for residents, simply
 7 through poor communication, after the Council has pulled
 8 out £6m of funding to invest in the improvement of their
 9 homes."
 10 Then she makes an observation about the Silchester
 11 project.
 12 Then in the last paragraph, she says this:
 13 "All of this rather adds to the impression of Mark
 14 being overloaded, and perhaps promising things that the
 15 TMO are not currently structured to deliver. When it
 16 comes to Comms work like this, why would it be Mark as
 17 a senior asset manager setting them up? Where is the
 18 help from the Housing Management, Leasehold Management,
 19 and Resident Engagement Teams? These are things we have
 20 previously discussed, but I thought these examples were
 21 illustrative. I am not seeking your intervention at
 22 this stage, but will let you know how things progress,
 23 and wanted to keep you in the loop."
 24 Now, just to be clear, we will see how this email
 25 chain ends up. If you go to page 2 {RBK00045642/2},

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1 where we started, as I said it went to Amanda Johnson,
 2 and Amanda Johnson then sends it on, essentially, to
 3 Celia Caliskan with a comment, although Celia Caliskan
 4 was also in on that. Then it is a discussion between
 5 the two of them, Celia Caliskan and Amanda Johnson, so
 6 I don't believe you actually get this exchange.
 7 Just to be clear, it's right that Jane Tretheway was
 8 the head of the regeneration team at that point, wasn't
 9 she?
 10 A. Yes, she was.
 11 Q. And you were her line manager?
 12 A. That's correct.
 13 Q. Did she share any of these ideas or sentiments with you,
 14 even if you didn't see these emails?
 15 A. I think she did.
 16 Q. Was it your impression that Mark Anderson of the TMO was
 17 overloaded?
 18 A. I don't remember, to be honest with you, in 2012 whether
 19 I thought Mark Anderson was overloaded with work.
 20 Q. What was your impression of whether it was appropriate
 21 for him to be dealing with matters of this nature, as
 22 we've seen reflected in the email?
 23 A. Mark Anderson, as head of assets, would have been taking
 24 a lead on the improvements to the Grenfell Tower
 25 project, and then it was up to Mark to discuss with his

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1 colleagues in the TMO about the division of work that
 2 was to be undertaken from there. It's quite difficult
 3 for me to answer that because obviously I didn't work
 4 for the TMO.
 5 Q. No.
 6 Was there a view among RBKC officers, within your
 7 group at least, that the TMO were not structured to
 8 deliver projects such as Grenfell Tower?
 9 A. I thought this was a new project for the TMO to deliver
 10 in terms of the size and scale of it, but it doesn't
 11 mean that they couldn't get structured in order to be
 12 able to deal with it. So I think perhaps in these early
 13 days it was a matter of the TMO working out how they
 14 were, going to do it.
 15 Q. At this point, was there a sense that, although it might
 16 be capable of being structured as you just said to
 17 deliver the Grenfell Tower project, it hadn't yet been
 18 so?
 19 A. Based on what Jane says, I would say that's definitely
 20 Jane's impression, but I can't comment because it's
 21 11 years ago now and I don't remember, to be honest with
 22 you.
 23 Q. It was Jane's impression.
 24 A. Yeah.
 25 Q. Did she share that impression with you? Did she tell

10

1 you —
 2 A. She would have done, yes, she would have done.
 3 Q. Right. Did you have that impression for yourself or
 4 were you just receiving what she was telling you?
 5 A. I was receiving what she was telling me at that time
 6 but, to be fair, I don't remember.
 7 Q. Just go back into the body of the email chain, if we
 8 can, at page 2 {RBK00045642/2}. Towards the foot of the
 9 page, just below halfway down your screen,
 10 Celia Caliskan says to Amanda Johnson, 17 July:
 11 "Hi Amanda
 12 "I think we need to be having a word with Yvonne and
 13 Sacha on this as there needs to be the joint working
 14 between the teams. How shall we handle? Shall I draft
 15 something to them both?"
 16 Now, you're not copied in to that, as we've seen,
 17 but were you aware that there were discussions about
 18 joint working between the teams?
 19 A. There was joint — there were discussions about joint
 20 working between the teams on a number of issues. I'm
 21 not aware of this particular issue. I'm not aware —
 22 I don't remember this particular email, if I'm honest
 23 with you, or having a discussion in July 2012 with
 24 Amanda about her contacting Yvonne and Sacha.
 25 Q. Were the teams working effectively before this issue

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1 arose as a result of GTLA raising it?
 2 A. I think this was Jane raising that there needed to be
 3 greater joint working, so from the email it would
 4 indicate that there wasn't perhaps enough joint working
 5 on this issue, and that they were seeking to get better
 6 working relationships on Grenfell Tower on these issues.
 7 Q. If we scroll up to the bottom of page 1 {RBK00045642/1},
 8 we can see that Amanda Johnson responds and says:
 9 "Celia
 10 "Read Jane's email again — she does not want us to
 11 intervene as yet — so hold the draft!
 12 "Let's still look at the mma and set up the
 13 [meeting] with Yvonne to take forward the resident
 14 engagement issues in general — as we were intending to.
 15 We'll chat tomorrow."
 16 There is a response — and I'll show you the rest of
 17 this — at the top of your screen:
 18 "Ok. The MMA just wasn't designed for this sort of
 19 thing. When we start looking at the new arrangements
 20 then we'll need to do quite a bit of work about getting
 21 the new agreement right.
 22 "Speak to you tomorrow."
 23 Then Amanda Johnson responds:
 24 "That's what I've been thinking — you would have
 25 a much more specific contract — after the EPG matter we

12

1 need to be careful."

2 Now, first of all, do you agree with what was said
3 by Celia Caliskan, that the MMA was not designed to deal
4 with projects such as the refurbishment of Grenfell?

5 A. Yes, in general I would.

6 Q. In what respects did you think that the MMA was
7 deficient in that respect?

8 A. The MMA was set up to be a general document that set out
9 the relationship between the council and the TMO,
10 because it's a standard document drafted by Government
11 that set out how you would work with them on a range of
12 quite standard housing management issues, from rent
13 collection to housing management to ASBs, as we saw
14 yesterday, but perhaps didn't have any kind of specific
15 chapters in it relating to very detailed pieces of work
16 around a building refurbishment.

17 Q. Did you take part, or did anybody to your knowledge take
18 part, in any kind of discussion about actually having
19 a specific contract between RBKC and the TMO to deal
20 with or cover the Grenfell Tower refurbishment project?

21 A. I did not have a conversation about a specific contract
22 on working with the TMO on the Grenfell Tower
23 refurbishment.

24 Q. Did the point that was being made here about the MMA
25 just not being designed for this sort of thing go any

13

1 further than Celia Caliskan's email that we've seen
2 here?

3 A. I don't remember it being raised with me, but it may
4 have been that Amanda and Celia discussed it further.

5 Q. When it came to the amendment or revision of the MMA in
6 December, I think, 2015, was this point taken in then?

7 A. I don't believe it was.

8 Q. Looking at the top of the email, as I've shown you,
9 there is a reference to the EPG matter. Presumably
10 that's Elm Park Gardens?

11 A. Yes.

12 Q. Did you agree with Amanda Johnson that a more specific
13 contract with the TMO was required as a result of the
14 learning on that project, the experience on that
15 project?

16 A. On the experience of Elm Park Gardens?

17 Q. Yes.

18 A. To be honest with you, I don't remember.

19 Q. What was it about the Elm Park Gardens project that —

20 A. That's just what I'm trying to think about, because
21 there were two pieces of work undertaken at
22 Elm Park Gardens. One that took place before I joined
23 the TMO — joined RBKC, sorry, which was a refurbishment
24 of Elm Park Gardens by the major works team, and I very
25 much picked that up after the work had by and large

14

1 completed, but there was a — in terms of the section 20
2 consultation at Elm Park Gardens for that piece of work,
3 there was a significant difference between what the
4 estimated bills for the leaseholders were there and what
5 the actual bills were, based on the fact that the
6 building works had been far more extensive at
7 Elm Park Gardens than originally envisaged. Elm Park
8 Gardens it is an estate off the King's Road, and it is
9 made up of a variety of blocks, from Edwardian mansion
10 blocks to a block built in the 1960s.

11 The other project at Elm Park Gardens was of course
12 the conversion of the basements there, and the
13 basements — to be honest with you, I'm struggling to
14 remember how it was structured in terms of the basement
15 conversion work, because the basements had always been
16 there but had fallen into disuse and disrepair.

17 The council had identified that there was an opportunity
18 to refurbish the basements and then sell them in order
19 to generate the receipt that could be invested in other
20 areas of the council, and some of the Elm Park Gardens
21 basements were kept for social housing and for key
22 worker housing.

23 Q. Right.

24 Can we then move forward to later in the year,
25 {RBK00045677}. This is an email chain between you,

15

1 Amanda Johnson and Jane Tretheway in September 2012.

2 Can we start on page 2 {RBK00045677/2} with an email
3 of 3 September 2012 from Mark Anderson to Keith Mott,
4 who was GTLA, essentially, copied to a wide range of
5 people, including you, as you can see there.

6 "Good afternoon,

7 "Thank you for your email."

8 Over the page {RBK00045677/3}, he says:

9 "It appears that I have not been able to resolve
10 matters to your satisfaction and I apologise for this.

11 To assist me in doing so I would be grateful if you
12 would identify which aspects of your original email
13 I have either not addressed or provided guidance upon
14 and I shall then focus on these.

15 "I welcome the input of the leaseholder group and
16 note that the majority of the leaseholders have done so
17 individually. My offer of meeting with you collectively
18 remains and I suggest that we do so in the near future
19 even though there appear to be issues that remain
20 unclear."

21 Do you recall receiving this email particularly?

22 A. I don't particularly recall receiving this email but
23 I would have done if I was in the email chain.

24 Q. Do you remember why Mark Anderson had said that he had
25 not been able to resolve matters to the GTLA's

16

1 satisfaction ?
 2 A. No.
 3 Q. Now, let's go back to page 2 in this email run
 4 {RBK00045677/2}, and here's an email from Jane Tretheway
 5 to Amanda Johnson and to you. She, in a nutshell,
 6 expresses her dissatisfaction with Mr Anderson's
 7 response. She says:
 8 "Regarding the below, I just don't think this is
 9 a good enough answer to the leaseholders' queries.
 10 Essentially, as they made clear in their emails, and
 11 most recently on 5 August: 'We request you to be more
 12 direct to our question. So to say YES [in bold] it will
 13 be an IMPROVEMENT [underlined] so therefore there will
 14 be NO [in bold] recharges to the leaseholders.'"
 15 "I feel as though these repeated rebuffs to them,
 16 and a claim not to understand what it is that they are
 17 asking for, risks damaging the relationship between the
 18 TMO and leaseholders, and make the delivery of this
 19 project more difficult. Efforts to get the TMO to
 20 consider a more open approach fell on deaf ears (see
 21 attached).
 22 "I understand the TMO has been seeking a final
 23 position before clarifying it to leaseholders, but there
 24 is no reason to avoid clarifying the process and likely
 25 timetable in writing to them. As I am not receiving

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1 updates on Grenfell directly, I am now unsure how or
 2 whether to take this matter further, and would welcome
 3 any views."
 4 So that's what she set out there.
 5 Amanda Johnson responds on page 1 {RBK00045677/1}
 6 and says this, and you're copied in:
 7 "Jane
 8 "I think we need to develop a formal protocol with
 9 the TMO on how they manage any
 10 development/regeneration/major capital projects — this
 11 would include a specific section in managing
 12 communication. Celia has suggested that the work done
 13 on car parks could form a useful basis for developing
 14 the communication element.
 15 "Once we have this (and we will prioritise this)
 16 then we should develop formal reporting arrangements
 17 [which] highlight reports that link to the HRA
 18 [meetings]/Regen Board as appropriate. I suggest we
 19 also include terms of reference which set out the
 20 Council's and the TMO's respective roles and
 21 responsibilities. We can then also link any performance
 22 measures into the Capital Business Plan and overall TMO
 23 Performance Plan.
 24 "Whilst this may not resolve all ongoing issues it
 25 will provide us with a formal framework for overseeing

18

1 these more complex areas of work that cannot be
 2 effectively picked up under the current MMA. Any
 3 framework once developed can be a variation to the MMA.
 4 "I was going to arrange to meet with Sacha and talk
 5 through some of these issues — and then bring a draft
 6 paper/framework for internal discussion?"
 7 Over the page, she says, "Thanks, Amanda".
 8 First, why was there no such protocol in existence
 9 before this time, September 2012?
 10 A. I should imagine because we — there hadn't been any
 11 significant regeneration projects of this type
 12 undertaken before, or if they had been undertaken, as
 13 I alluded to in terms of the refurbishment of
 14 Elm Park Gardens, they were done prior to myself and
 15 Amanda being in these particular posts, or they were
 16 undertaken under just the banner of the major works
 17 programme.
 18 Q. Well, I was going to ask you what had happened on the
 19 TMO's previous first major development or regeneration
 20 projects, but I think the answer is there weren't any
 21 and Grenfell was the first.
 22 A. They undertook specific areas of work under the major
 23 works programme, as in the capital works programme,
 24 kitchens, bathrooms, windows, et cetera, but I — since
 25 2009, since I had been in post, I wasn't aware of them

19

1 having done a project of this type.
 2 Q. No. Does it follow from that that, so far as the people
 3 at the TMO were concerned in place in 2012, and indeed
 4 from 2011 when Grenfell evolved, those people had not
 5 done a major regeneration project at the TMO?
 6 A. The management team at the TMO would have been entirely
 7 new in 2012 —
 8 Q. Yes.
 9 A. — and so they would not — they may have had previous
 10 experience in previous employment of undertaking
 11 regeneration schemes, but they wouldn't have done
 12 a regeneration scheme of this type at the TMO.
 13 Q. No, thank you.
 14 Did you agree with Amanda Johnson that a protocol
 15 was necessary?
 16 A. I don't remember, to be honest with you.
 17 Q. Did you take any steps to ensure that a protocol was put
 18 in place, or at least explore that possibility?
 19 A. I really don't remember this conversation and I don't
 20 remember the outcome of it, if I'm honest.
 21 Q. Did this email with Amanda Johnson, do you remember,
 22 lead you to think that a greater degree of scrutiny over
 23 the TMO and its refurbishment was required, particularly
 24 in respect of communications with the residents of
 25 Grenfell Tower?

20

1 A. I should imagine it did, yes.
 2 Q. And do you remember what you did about that?
 3 A. No, to be honest.
 4 Q. Right.
 5 Let's go to 2014, {RBK00046081}, please. Now, this
 6 is an email of 30 July 2014 from Celia Caliskan to
 7 Amanda Johnson, not to you, you're not copied in on it.
 8 Its subject is "Asset Management Projects Process", and
 9 there is an attachment, and she says:
 10 "Hi
 11 "This is the first draft of a process for projects
 12 like Grenfell. It isn't very detailed so I'm hoping you
 13 can add a bit more to it."
 14 Now, we've seen that Amanda Johnson had first
 15 suggested a protocol in September 2012. Do you know why
 16 the first draft wasn't produced until July 2014?
 17 A. No.
 18 Q. Just to be clear, perhaps we can have up on the screen
 19 what it is she's sending, {RBK00046082}. It says
 20 "Draft" in red letters, and "Asset Management Projects
 21 Process", as you can see. It is a short document, it's
 22 only two pages, but if you go to page 2 {RBK00046082/2},
 23 it has a section on resident communication, as you can
 24 see, and in the third paragraph there is a suggestion
 25 there in draft that:

21

1 "TMO staff would be responsible for leading on
 2 resident consultation, with input from the Council's
 3 lead officer. The communications and consultation plan
 4 will be drafted as part of the TMO's standard processes
 5 [then there is red] prior to the commissioning of
 6 a Feasibility Study?? but this will be brought to the
 7 HRA Asset Management and Business Planning meeting to be
 8 signed off."
 9 Et cetera, and the rest of it is all relevant as
 10 well.
 11 Did you do anything to pursue the production of
 12 a draft such as this between the September of 2012, when
 13 we first saw it mentioned by Amanda Johnson in her
 14 discussion with Celia Caliskan, and at this point,
 15 July 2014?
 16 A. I don't remember doing anything to progress that, no.
 17 Q. Why is that?
 18 A. Because it would have been something undertaken by
 19 Amanda and Celia within their team.
 20 Q. You were overseeing their team, though, weren't you?
 21 A. I was, yes, but I don't always get involved in all of
 22 the detail that teams undertake in terms of their work,
 23 so I would have trusted a very experienced officer such
 24 as Amanda Johnson and Celia Caliskan to take those
 25 matters forward.

22

1 Q. I got the impression from your evidence earlier that
 2 this was, at the very least, on your radar, if I can put
 3 it that way, in September 2012; is that fair?
 4 A. I think that's fair, yes.
 5 Q. It therefore being on your radar at that time, why
 6 didn't you keep it on your radar in the 17 or 18 months
 7 that followed?
 8 A. I really can't answer that question because I don't
 9 remember.
 10 Q. Okay. Some people might think that that could be
 11 explained by you not thinking or caring very much about
 12 resident consultation. Would that be fair?
 13 A. I think that would be an entirely erroneous conclusion
 14 to draw.
 15 Q. Right. So what explanation can you give?
 16 A. Not being able to remember this particular piece of
 17 work, but in retrospect I would imagine that I have two
 18 experienced officers who are managing the relationship
 19 with the TMO, and I would have it on trust that they
 20 would take forward pieces of work in this nature. We
 21 discussed a lot of matters. Amanda Johnson's team
 22 didn't just undertake commissioning with the TMO, also
 23 with housing associations and supporting people
 24 projects, and there was a range of issues I would have
 25 talked to her about on any day or any month.

23

1 Q. Do you remember who had prompted or what had prompted
 2 this first draft to be produced at the end of July 2014
 3 as we've seen?
 4 A. No, I don't, you'd need to ask Amanda Johnson or
 5 Celia Caliskan.
 6 Q. In fact, do you know that this draft protocol was never
 7 taken any further forward?
 8 A. I don't know. I don't know, to be honest with you.
 9 Q. Right. So do I take it from that that you knew nothing
 10 of the existence of this draft or its creation by
 11 Amanda Johnson?
 12 A. I haven't seen a draft — I don't remember seeing
 13 a draft of this. I may have done, but I don't remember.
 14 Q. Right.
 15 Let's turn then back to the question we were on
 16 yesterday afternoon, which is KPIs, and specifically
 17 project KPIs.
 18 Do you agree that KPIs were used by the TMO to
 19 monitor key aspects of the refurbishment programme for
 20 Grenfell Tower?
 21 A. Yes, they would have been.
 22 Q. Did you ever see those KPIs?
 23 A. I don't believe I did.
 24 Q. Did you contribute to the setting of those KPIs?
 25 A. Not for Grenfell Tower, no.

24

1 Q. Can we look at {RBK00029431}, please. That is a project
 2 dashboard report for the Grenfell Tower project for, as
 3 you can see in the top right—hand corner, February 2016,
 4 and the date of the programme meeting just above it is
 5 March 2016.
 6 Do you remember when those started being prepared,
 7 these project dashboard reports for the Grenfell Tower
 8 project?
 9 A. No, I don't.
 10 Q. It looks as if, just on the face of the document, they
 11 were produced monthly; is that right?
 12 A. I suspect they were, yeah.
 13 Q. Did you receive these reports or reports such as these?
 14 A. I don't remember receiving them. I knew of their
 15 existence and, on occasion, I may have received a copy
 16 of them, but I don't believe on a standard basis
 17 I received these on a monthly — Amanda Johnson would
 18 have received them.
 19 Q. Now, if we go to the very top left—hand corner, under
 20 the heading "Project dashboard report", you will see
 21 that there is a report author, Claire Williams, and the
 22 housing contact is Roger Keane, the general needs
 23 housing commissioner. He was RBKC.
 24 A. He was, yes.
 25 Q. And we've seen that from some of the documents.

25

1 Did he regularly update you, or even irregularly
 2 update you, on the contents of these documents?
 3 A. Amanda Johnson would have regularly updated me on it
 4 rather than Roger Keane.
 5 Q. Would she have sat down with you and gone through the
 6 document?
 7 A. She may well have done, or she may have just given me
 8 a brief précis of how it was progressing.
 9 Q. Did you ask Amanda Johnson about the contents of these
 10 reports or what she was telling you about them? Did you
 11 scrutinise what she was saying to you?
 12 A. I don't remember on specific occasions sitting down with
 13 these particular documents. I did know they existed,
 14 but I did receive regular updates from Amanda or —
 15 about the progress of various projects that her team
 16 have oversight of.
 17 Q. Very well.
 18 Could you just explain, what was the structural
 19 relationship between Roger Keane, who is the housing
 20 contact on this document, and Amanda Johnson?
 21 A. She would have been his line manager, I believe.
 22 Q. She was his line manager, right, I see. So, so far as
 23 you knew, he was receiving these documents monthly from,
 24 I suppose, Claire Williams, and then discussing those
 25 and showing them to Amanda Johnson?

26

1 A. Yes.
 2 Q. Right.
 3 If we look at this document, and it's a particular
 4 one, you can see that there is a box which, if we can
 5 have that blown up, please, bottom left—hand corner of
 6 page 1, says "Communications overview", and it says:
 7 "■ Scheme been under consultation since 2012
 8 "■ A newsletter goes out to all flats, + is posted
 9 to non—resident leaseholders. Notices posted as need.
 10 "■ The use of bulk texting has been useful when
 11 communal works eg lifts etc has been undertaken."
 12 Was that an accurate and adequate record of
 13 communications to the residents so far as you understood
 14 it at the time?
 15 A. No, I think that's a very brief précis of the
 16 communications that the TMO undertook with the residents
 17 of Grenfell Tower over the course of 2012 to — probably
 18 2016, when the refurbishment project completed.
 19 Q. I now want to ask you some questions about the housing
 20 and property scrutiny committee, or HPSC.
 21 Can we start by looking at paragraph 17 of your
 22 first witness statement, please, at page 4
 23 {RBK00034943/4}. You say there that:
 24 "Part of the agenda for Housing and Property
 25 Scrutiny Committee was a regular update which was

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1 a report from the Cabinet Member for Housing, Property
 2 and Regeneration or the Housing Director."
 3 Do you see that?
 4 In practice, did you draft those reports?
 5 A. In practice, no, I did not draft those reports. They
 6 were drafted for me by a member of my team, I read them
 7 and then I agreed them and signed them off.
 8 Q. I see. So, again, the same as before: you don't have
 9 the granular input; you read them, you approve them, you
 10 sign them off and then you take responsibility for their
 11 contents?
 12 A. That's correct.
 13 Q. What, in general, were the sources of information relied
 14 upon for preparing those reports?
 15 A. So I would put together a report which was a mix of what
 16 was happening in the housing department updates on areas
 17 of my responsibility, so homelessness, housing advice,
 18 changes in legislation, updates that I thought that the
 19 members of Cabinet — the members of the
 20 scrutiny committee would find helpful in helping them to
 21 understand how the housing department worked, the
 22 legislative context that it sat within, who we worked
 23 with, what the pressures were, in order to help them to
 24 better scrutinise the work of the department.
 25 Q. Yes, those are certainly topics. My question was

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1 a slightly different one: what was the source of the
 2 information that the person drafting the report which
 3 you then read and approved was?
 4 A. Oh, so there would have been a number of sources from
 5 policy updates that they got from the website, the
 6 Department of Communities and Local Government at the
 7 time, or they would have gone and spoken to colleagues
 8 within the department about progress that was being made
 9 against key areas and asked them to draft a paragraph,
 10 or in the case of updates perhaps on the TMO, ask the
 11 TMO for updates on how they were progressing on key
 12 areas.
 13 Q. I see.
 14 Who attended housing and property scrutiny committee
 15 meetings?
 16 A. I attended — well, obviously the members of the
 17 scrutiny committee.
 18 Q. Apart from the members of the committee.
 19 A. I attended as I was invited. The Cabinet member for
 20 housing and property and regeneration attended. He
 21 wasn't a member, he attended because he was invited.
 22 And then if officers in my department had a particular
 23 report going to scrutiny committee, they would attend in
 24 order to present that report or answer questions on that
 25 report if it came up.

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1 Q. Were these meetings always held in advance of Cabinet
 2 meetings?
 3 A. Gosh, I've forgotten what the timetable was now, but
 4 they should have been held in advance of Cabinet
 5 meetings in order for them — if a paper was going to go
 6 to Cabinet of particular interest, they should have gone
 7 to scrutiny committee first in order to give
 8 scrutiny committee members the opportunity to review the
 9 report, add any comments to it and then it went to
 10 Cabinet.
 11 Q. Right. In fact, the question I've asked you is a little
 12 ambiguous. Let me break it up a bit.
 13 Whenever there was a Cabinet meeting, was it
 14 inevitable that there would be a prior HPSC meeting?
 15 A. There was a timetable set for scrutiny committee a year
 16 in advance, so it was up to the committee clerks in the
 17 governance team to set the timetable for
 18 scrutiny committee and Cabinet.
 19 Q. My question is really: was it inevitable that there
 20 would be a scrutiny committee meeting if there was going
 21 to be a Cabinet meeting?
 22 A. It didn't always flow exactly, because sometimes Cabinet
 23 meetings or scrutiny committee meetings got changed, so
 24 in most cases I would say yes, but not always.
 25 Q. Similarly the other way around: did there have to be

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1 a Cabinet meeting on the horizon for there to be
 2 a scrutiny committee meeting, or were scrutiny committee
 3 meetings held independently of whether there was
 4 a scheduled Cabinet meeting?
 5 A. Scrutiny committee meetings were held independently of
 6 whether there was a scheduled Cabinet meeting.
 7 Q. Right.
 8 Did you decide, and if not who did decide, what
 9 issues would be put before the scrutiny committee?
 10 A. I would agree the agenda with Councillor Marshall, who
 11 was the Chair of scrutiny committee for a period of time
 12 before it changed to Councillor Mackover, and
 13 Councillor Marshall would ask me what items we wanted to
 14 put forward. I would also discuss the agenda items with
 15 Councillor Feilding—Mellen or his predecessor,
 16 Councillor Coleridge, in terms of what items we thought
 17 would be useful to put before scrutiny.
 18 Q. How would you decide if an issue was important enough to
 19 be discussed at scrutiny?
 20 A. So there were some items that were fairly standard items
 21 that we took before scrutiny committee every year, so
 22 the budget, the paper on heating and hot water, the TMO
 23 performance report, six—monthly and then yearly, and
 24 then there were other items that came up, and I would
 25 meet with Councillor Marshall to run through what the

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1 department was doing at the time and whether it was
 2 worthy of a report coming forward.
 3 And you try not to get at scrutiny committee into
 4 just giving papers that are just sort of general or for
 5 information, and trying to aid scrutiny committee to be
 6 able to scrutinise the work of the housing or property
 7 teams and then be able to add value in order to be able
 8 to feed that back into the workings of the department,
 9 or would be able to feed that up into Cabinet. But
 10 I would discuss with Councillor Marshall what the
 11 department were working on and what merited a report
 12 being taken forward.
 13 Q. In practice, and in general terms, did the members of
 14 the scrutiny committee accept your reports at face value
 15 or were you often challenged on their contents?
 16 A. It was a mix, depending on the topic.
 17 Q. So is the answer to my question that you were often
 18 challenged on the substance of your reports?
 19 A. Yes, because that was the nature of scrutiny committee,
 20 that they were there to read the reports and to ask me
 21 questions on the content.
 22 Q. And what about the recommended actions in them? Were
 23 you often challenged on those?
 24 A. Not necessarily on the recommended action, more about
 25 the content, perhaps.

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1 Q. Now, let me ask you some questions about meetings with
 2 Robert Black. You mentioned earlier that you would have
 3 regular meetings as part of your role with Robert Black,
 4 the chief executive of the TMO.
 5 Can we look at your first witness statement at
 6 page 7 {RBK00034943/7}, paragraph 31, please. You say
 7 there:
 8 "The Director of Housing and Chief Executive of the
 9 TMO, Robert Black, met monthly. These meetings did not
 10 have an agenda and they were not minuted."
 11 Now, the director of housing is of course you.
 12 A. Yes.
 13 Q. Yes.
 14 Apart from you and Robert Black, would anybody else
 15 be present at those meetings?
 16 A. No.
 17 Q. What was the purpose of those meetings?
 18 A. To provide each other with an update on what was taking
 19 place in our respective organisations, and if there were
 20 areas of particular concern then we could raise them
 21 there and discuss them.
 22 Q. Now, we've seen no minutes or other record of those
 23 meetings. That's correct, isn't it?
 24 A. That's correct.
 25 Q. Do you know why those meetings weren't minuted or

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1 recorded in some way?
 2 A. It was custom and practice that we just met and had
 3 a meeting for around an hour once a month and just went
 4 through general items. I cannot now sort of explain to
 5 you why they weren't minuted, it was just it was
 6 a general meeting and a catch-up between us both.
 7 Q. Right. I may be wrong about this, but I don't think
 8 we've seen any record of those meetings in your
 9 daybooks.
 10 A. No, I wouldn't necessarily have taken notes at those
 11 meetings. I may have gone in with a list of topics that
 12 I wanted to discuss with Mr Black, but I wouldn't
 13 necessarily have taken detailed notes.
 14 Q. What would happen in the event that there was a dispute
 15 about what was said at one of these meetings between you
 16 and Mr Black? What would you look at to resolve that
 17 dispute?
 18 A. I don't believe there was an instance where there was
 19 a dispute.
 20 Q. No, but you wouldn't know that in advance of any
 21 particular meeting, and for all you know there may have
 22 been a dispute on a matter.
 23 How would you have sought to resolve that dispute
 24 without a formal or even informal contemporaneous record
 25 of who said what?

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1 A. It never came up so I didn't see the need to — there
 2 wasn't a dispute between me and Mr Black. They were
 3 general catch-up sessions about both of us, about our
 4 respective organisations, so if I raised a particular
 5 issue within that that I had concern about, then
 6 Mr Black would say, "I'll go away and take that up with
 7 the team and I'll come back to you", or if he raised
 8 something that he had a particular concern about, again,
 9 it would be a reasonable discussion where I would say,
 10 "I'll come back to you, Mr Black, and we'll talk about
 11 that further", or, "I'll raise that with Sacha", or,
 12 "I'll ask Amanda to pick that up".
 13 Q. Right.
 14 A. They weren't adversarial meetings.
 15 Q. No, I'm not suggesting that they were adversarial
 16 meetings. What I'm really suggesting to you is why
 17 neither of you took any steps to protect yourselves in
 18 the event of a potential dispute, should one arise,
 19 about what was said at a meeting.
 20 A. I don't think we felt the need to at the time.
 21 Q. Leaving aside questions of dispute, it sounds from what
 22 you've said that you would agree that things would have
 23 to be done, in other words actions would have to happen
 24 as a result of these meetings; would you not even keep
 25 a shopping list of things that Mr Black wanted you to

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1 do?
 2 A. Yes, I would have done. It might not necessarily have
 3 been in my daybook. Sometimes I had other bits of
 4 paper.
 5 Q. Right.
 6 A. I know I felt that I can remember as well, you know,
 7 actions, I don't always necessarily need to take them
 8 down. I'm fairly good at keeping notes on what's taking
 9 place at the time. But in terms of those meetings, if
 10 there were particular actions, I'm quite sure I also
 11 could have remembered them and then taken action as
 12 a result of them afterwards.
 13 Q. Right.
 14 Some might say that the absence of any record of
 15 a meeting between RBKC as the client and TMO as the
 16 service provider, for want of a better expression, might
 17 be evidence of what has been called "lax clienting". Is
 18 that something you can comment on, do you think?
 19 A. I don't think it was evidence of lax clienting.
 20 Q. Right.
 21 Was fire safety ever a topic of discussion at those
 22 meetings, do you remember?
 23 A. The meetings were quite broad ranging, so there may well
 24 have been discussion about fire safety at one of those
 25 meetings.

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1 Q. Right. Can you remember any specific instance when the
2 question of fire safety or fire risk assessments ever
3 came up?
4 A. I don't remember a specific instance.
5 Q. Right. Even very much in general terms, doing the best
6 you can without any record, do you remember how
7 frequently the question of fire safety or fire risk
8 assessments ever arose?
9 A. No.
10 Q. If we go back a page in your statement, please,
11 {RBK00034943/6}, at paragraph 26, under the heading
12 "Monitoring of the TMO", you refer to monthly
13 meetings — I'm summarising there — with the TMO to
14 review performance and updates on projects that were
15 taking place.
16 Would you be present at those meetings?
17 A. No, they were undertaken by Amanda Johnson.
18 Q. Did you ever attend?
19 A. No.
20 Q. No.
21 If we move on in your statement to page 8
22 {RBK00034943/8}, paragraph 34, you say there:
23 "RBKC Housing had strategic oversight of the TMO
24 performance of maintenance and during building works but
25 it was not part of the Council's remit to undertake spot

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1 checks of work."
2 What do you mean there by strategic oversight?
3 A. The TMO came into existence because the tenants had
4 enacted the right to manage, so it was quite unusual in
5 an organisation in terms of being a borough-wide TMO
6 where the tenants had taken that decision, which meant
7 that the TMO had a board made up of councillors, RBKC
8 nominees, independents, and tenants and leaseholders.
9 So it had a board that monitored its performance in much
10 the same way as a housing association would who was
11 undertaking the management and maintenance of its stock.
12 The role of the council was to ensure — was to just
13 that, have a strategic oversight of the activities of
14 the TMO, rather than to go into the granular detail of
15 what the TMO was doing on a day-to-day basis on
16 particular activities.
17 Q. I see.
18 This topic came up yesterday in the context of KPIs
19 about fire safety. Is what you're telling us that
20 in fact the way you saw it was that RBKC housing oversaw
21 the overseers, if you see what I mean; in other words,
22 the TMO had a board and you could trust the board to
23 oversee the business of TMO, and RBKC's role was to
24 oversee the activities of the board?
25 A. It wasn't our — we had nominees to the board, so RBKC

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1 had four nominees on the board, so it actively
2 participated in the board, who then undertook scrutiny
3 of the TMO's activities, which is entirely in keeping in
4 an organisation of this type, so we did have oversight
5 through that mechanism, but in terms of the housing
6 department, I understood what the functioning of the
7 board was, but our day-to-day activity was not one —
8 I can only repeat, it wasn't one of a granular
9 examination of what the TMO did day to day, it was one
10 of more receiving performance information and
11 an understanding of what they were doing in general.
12 Q. Yes.
13 Did you view fire safety as being part of providing
14 that strategic oversight?
15 A. Fire safety was listed in terms of the six-monthly and
16 annual reviews that the TMO provided on their
17 performance, and it would have arisen, I should imagine,
18 in conversations between Amanda and the team, but as in
19 the same way that fire safety was raised, it would have
20 been in the same way that it would have been raised on
21 other compliance areas.
22 Q. Although you say it wasn't the council's remit to
23 undertake spot checks of work, did you ever visit
24 building works when they were ongoing to satisfy
25 yourself about what you were being told on progress and

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1 on quality?
2 A. No, I'm not a qualified quantity surveyor, nor am
3 I a clerk of works.
4 Q. If we go on, please, to page 9 in your statement
5 {RBK00034943/9} and look at paragraph 40, you say there
6 in the fourth line down:
7 "Oversight and liaison with the TMO regarding the
8 Grenfell Tower refurbishment was initially undertaken by
9 the Strategic Regeneration and Development team ..."
10 But that moved, you say, a little later. You say:
11 "Around June/July 2014, the responsibility for
12 oversight of TMO performance on the refurbishment moved
13 to the Housing Commissioning team."
14 Why was the responsibility for oversight of TMO's
15 performance in relation to the Grenfell Tower project
16 moved to the housing commissioning team?
17 A. At that time, I remember that because the housing
18 commissioning team were doing — generally doing —
19 well, it was their responsibility to undertake works
20 to — undertake a strategic oversight of the TMO, it
21 seemed to fit better with that team at that time.
22 Q. Who decided that there should be that move?
23 A. Me.
24 Q. Was there any particular event or thing that had arisen
25 which prompted that decision?

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1 A. I don't remember a particular event. It may have been
 2 that the housing — because there was a crossover in
 3 activity in terms of monitoring the TMO and the
 4 particular activities of Grenfell Tower, it made sense
 5 at that time in order to consolidate that in the work of
 6 the housing commissioning team, and I believe around
 7 that time the work of the housing regeneration team and
 8 development team, probably around that time, started to
 9 become more — there started to become more projects for
 10 that team to take on.
 11 Q. And from that time, first I think it remained the case
 12 that you had overall supervision of the Grenfell Tower
 13 project via the housing commissioning team —
 14 A. That's correct.
 15 Q. — because it sat as one of your four areas.
 16 A. It did, as does strategic regeneration and development.
 17 Q. Indeed. So, as far as you were concerned, it was
 18 a horizontal move.
 19 A. That's correct.
 20 Q. To which individuals in the housing commissioning team
 21 did responsibility for oversight of TMO performance on
 22 the Grenfell Tower project pass?
 23 A. I don't remember exactly, but judging from that previous
 24 document, Roger Keane would seem to have been involved.
 25 Amanda Johnson will be able to answer that question for

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1 you in more detail.
 2 Q. Right. Well, yes.
 3 Did you take any steps to satisfy yourself that, on
 4 the transfer of this responsibility, the responsibility
 5 was moving to the right people?
 6 A. There was only two people in the team, so it would have
 7 been undertaken by Celia Caliskan, Roger Keane was in
 8 the team at the time although subsequently left, so it
 9 would have been undertaken by Amanda or Celia or Roger.
 10 Q. What steps did you take to satisfy yourself that they
 11 were qualified and experienced to take on that role?
 12 A. I did not take a view at that time as to whether they
 13 had experience of undertaking a review of works
 14 undertaken, but they were experienced at commissioning.
 15 So Amanda Johnson particularly is a very experienced
 16 commissioning manager who had worked for some years in
 17 commissioning supported housing projects and had now for
 18 some years been managing the TMO's wider commissioning
 19 responsibilities.
 20 Q. Yes, but commissioning isn't quite the same as
 21 overseeing a construction project.
 22 A. No, it isn't, but it is nevertheless oversight of how
 23 the project management is being undertaken and
 24 understanding about timescales, budgets, and they don't
 25 necessarily in that role need to be qualified in —

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1 don't necessarily need to have a RICS qualification in
 2 order to be able to have oversight of somebody
 3 undertaking works on time and on budget, and whether
 4 they were undertaking the council's expectations in
 5 terms of communicating with tenants, which is what the
 6 housing commissioning team's function would have been in
 7 having oversight of Grenfell Tower.
 8 Q. In the light of that last answer, was the experience,
 9 expertise and role of Celia Caliskan, Amanda Johnson and
 10 Roger Keane in the area of resident communication?
 11 A. Celia Caliskan had worked for the local authority for
 12 a number of years in a variety of roles, and I don't
 13 know whether she had actually undertaken a role in
 14 resident consultation previously. Amanda Johnson, as
 15 I say, was a very experienced housing professional and
 16 still is, having done a number of jobs in the housing
 17 world. And again, Roger Keane was an experienced
 18 housing professional. But I don't know whether any of
 19 them had undertaken extensive resident consultation in
 20 the past as part of their jobs.
 21 Q. Right. The reason I ask is because the timing of the
 22 decision is similar to the timing of the production of
 23 the draft document we saw about resident consultation.
 24 Was one of the reasons that you decided to move
 25 responsibility for oversight of the TMO's performance in

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1 relation to Grenfell to do with resident consultation?
 2 A. I don't believe it was, but, to be honest with you,
 3 I really don't remember the exact rationale for why
 4 I moved it. I think it was due to the work being
 5 undertaken — the growth in work being undertaken in
 6 terms of the strategic regeneration and development
 7 team. It was the crossover between that team and
 8 Amanda Johnson's team in terms of monitoring the
 9 activities of the housing commissioning team, and it was
 10 their ability to be able to provide sufficient resources
 11 and due diligence in order to be able to monitor that
 12 project.
 13 Whether it was specifically related to resident
 14 consultation, I can't remember.
 15 Q. Following the transfer of that responsibility, was there
 16 any substantive change in the degree of scrutiny
 17 exercised by the housing commissioning team?
 18 A. I think it became more formalised, the strategic
 19 regeneration and development team, it was a project for
 20 an officer within that team who would have met regularly
 21 with the TMO to go through what was happening, but
 22 I think it probably became more formalised in terms of
 23 the report that we saw previously.
 24 Q. So, what, there was a more structured reporting system?
 25 A. I think perhaps there was, but I don't remember exactly,

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1 to be honest with you.
 2 Q. Can we turn to the topic of performance reviews, and you
 3 have covered this at paragraphs 84 to 100 of your first
 4 statement at page 21 {RBK00034943/21}. I don't need to
 5 go back to that, I just note it.
 6 There you summarise the TMO performance reviews that
 7 referred specifically to the Grenfell Tower
 8 refurbishment, starting with the review of 2013/14 and
 9 ending with the review of 2015/16.
 10 In relation to the Grenfell Tower project, is it
 11 fair to say that the TMO performance reviews provided
 12 a very brief overview of the works completed to date?
 13 A. Yes.
 14 Q. Did any member of the scrutiny committee ever ask for
 15 further details of the project after reading the TMO
 16 performance reviews?
 17 A. If they did, then they may have, then it would be
 18 recorded in the scrutiny committee minutes.
 19 Q. I see.
 20 Do you know why you didn't include or why there was
 21 not included in these performance reviews any of the
 22 discontent expressed by residents of the tower relating
 23 to the works?
 24 A. I'm sure all of the members of scrutiny committee had
 25 been copied in to the various emails that members of

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1 Grenfell Tower Leaseholders' Association or the Compact
 2 sent, so they would have been aware of it, and it wasn't
 3 routine — there was — in terms of that report, there
 4 was a general overview about complaints and about
 5 responses to complaints and timescales for complaints,
 6 but there wasn't anything that set out specifically
 7 particularly complaints about particular issues.
 8 Q. No. It's fair to say, as we've seen on a number of
 9 occasions, that for example the GTLA would send their
 10 communications very widely, and you've seen examples of
 11 every councillor being copied in, matters of that
 12 nature. But was that an adequate substitute for
 13 channelling those complaints, summarising them and
 14 reporting on them in your performance reviews?
 15 A. If I had been asked by the councillors at scrutiny
 16 committee to provide them with a more detailed report on
 17 the complaints that had been — that were coming forward
 18 from the Grenfell Tower — members of the Grenfell Tower
 19 Leaseholders' Association, then I would have provided
 20 that.
 21 Q. In terms of health and safety, is it fair to say that
 22 none of the performance reviews revealed any
 23 underperformance by the TMO?
 24 A. I think the earlier performance reviews were — did
 25 provide some information about areas particularly that

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1 were underperforming and then required some significant
 2 improvement, because, as we discussed yesterday, the TMO
 3 in 2009/10 was experiencing a significant amount of
 4 change, and would therefore, you know, acknowledge the
 5 fact that its performance had been poor in some areas
 6 and needed to improve, but as we progressed through to
 7 2013, 2014, 2015, the performance definitely improved.
 8 Q. Right.
 9 Let's go to {ART00002255}. I'm going to ask you
 10 about a series of minutes of the contractors' meeting,
 11 starting with this meeting on 1 April 2014, the
 12 contractors' induction meeting. You can see who was
 13 present, a number of people from the TMO, Artelia and
 14 Rydon. There were regular meetings, I should tell you,
 15 such as this throughout 2014 down at least to October
 16 and beyond.
 17 Did you ever see minutes such as these?
 18 A. No.
 19 Q. Did you ever ask to see minutes such as these?
 20 A. No.
 21 Q. Why is that?
 22 A. Because the TMO were managing the project, and I'm the
 23 director of housing and I didn't get involved in that
 24 level of granular detail of pieces of work that the TMO
 25 were undertaking. So I'm sure they, TMO, also had

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1 similar meetings about kitchens and bathroom programmes,
 2 window replacement programmes, roofing programmes that
 3 they undertake — that they undertook as part of the
 4 capital programme.
 5 Q. So, in the light of that, does it tell us that you
 6 didn't actually see what the contractors were telling
 7 the TMO or ensuring that the TMO could make sure that
 8 they did what they said they would?
 9 A. No, I didn't see them.
 10 Q. No.
 11 Can we look at one thing, page 4 {ART00002255/4},
 12 please, in this document, and look at paragraph 5.3.
 13 At 5.3 you can see under the heading "Novation of
 14 Designers", it says:
 15 "Exova completed the fire strategy at tender stage.
 16 They have not been novated, but SL [that's
 17 Simon Lawrence of Rydon] will contact them with the view
 18 of using them going forward."
 19 Were you ever told that Rydon told and indeed
 20 repeatedly told the TMO that they were looking to use
 21 Rydon(sic) as the fire safety consultant for the
 22 Grenfell Tower project but never in fact retained them?
 23 A. No.
 24 Q. Did you ever get to the bottom of who was contracted to
 25 do what on this project?

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1 A. It was my understanding that Rydon were the contractors
 2 for the refurbishment of Grenfell Tower, and I did not
 3 enquire with the TMO as to who were the subsequent
 4 subcontractors on that project.
 5 Q. Did you enquire as to the role of Studio E after
 6 novation —
 7 A. No.
 8 Q. — so to speak? Why is that?
 9 A. Because I — because the TMO had been commissioned to
 10 undertake this project, they'd undertaken the
 11 procurement and they were managing it, and we had
 12 oversight of what they were doing, but again, I did not
 13 get into the granular detail of how they were project
 14 managing this particular scheme.
 15 Q. If you didn't know who the subcontractors were or the
 16 role of Studio E post—"novation", how could you properly
 17 scrutinise the TMO's performance as client on the
 18 project?
 19 A. It was — the nature of the scrutiny of the TMO in terms
 20 of this project, as I've said, is not one of going into
 21 the detail. It's not the way the relationship between
 22 the council and the TMO worked, that we went through in
 23 detail, line by line, about their performance on all
 24 areas of major or capital works programmes. It was one
 25 of asking them about how they were performing against

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1 project timescales and budgets.
 2 Q. Did you ever seek to understand, or did anybody at RBKC
 3 to your knowledge seek to understand, how Exova, who had
 4 been the fire consultants on the KALC project, were
 5 being used on the Grenfell Tower project?
 6 A. No.
 7 Q. I want to ask you about planning, a different topic.
 8 Can we please start by looking at {TMO00851142}.
 9 This is an email of 6 May 2014 from Claire Williams to
 10 David Gibson, copied to Peter Maddison, with the subject
 11 line, "Grenfell Tower Planners Meeting — Thursday".
 12 If you look at the last paragraph, it says:
 13 "I think we will have to take a view based on our
 14 response on Thursday, and perhaps get Laura to bring
 15 pressure to bear to see if we can get some reassurance
 16 prior to the final approval. Otherwise our contract sum
 17 will be hanging out until the early July potentially.
 18 "Is this likely /possible?
 19 "Claire Williams."
 20 Now, I should just give you the context of this.
 21 This is early May, at the time when cladding is being
 22 discussed as between the TMO and the contractors, Rydon,
 23 with the need for planners to approve it because of the
 24 change in colour, and because also of the discussion
 25 about whether it should be face-fixed, in other words

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1 riveted, or cassette. So that was the context.
 2 I've just read you a passage from this email. Let
 3 me just show you next what Claire Williams said in her
 4 evidence.
 5 This is 19 October 2020, Module 1, {Day55/36:6},
 6 please. She is asked the question at line 6:
 7 "Question: Where you refer to Laura, is that
 8 Laura Johnson?
 9 "Answer: Yes.
 10 "Question: Of RBKC?
 11 "Answer: Yes.
 12 "Question: Was she in the planning department?
 13 "Answer: No.
 14 "Question: Would Laura Johnson be able to bring
 15 pressure — your words — to the RBKC planning
 16 department?
 17 "Answer: I don't know."
 18 My question to you is: were you ever approached by
 19 Claire Williams or by anybody else at the TMO to bring
 20 pressure to bear on the planners to get final approval
 21 on the cladding?
 22 A. I don't think I was. I don't remember a particular
 23 conversation about that. But if I was asked to discuss
 24 with the planning department generally about the scheme
 25 or achieving planning I would have spoken to my

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1 colleague Jonathan Bore about it. But I don't
 2 particularly — I don't remember, to be honest, being
 3 asked to talk to the planning department about cladding
 4 or fixatives.
 5 Q. Were you actually de facto in the position to bring
 6 pressure to bear or, to use another word, use influence
 7 over planning decisions?
 8 A. No.
 9 Q. Would it have been inappropriate for you to bring
 10 pressure to bear or use influence on a decision to be
 11 made by the planning department?
 12 A. I would never be able to bring pressure to bear on the
 13 planning department, because they have a very —
 14 you know, a set of legislation which governs what they
 15 do. I can talk to my colleague Jonathan Bore about —
 16 at the time about the progress, or — if it was Jonathan
 17 who was still there or whether Graham Stallwood was
 18 there at the time, about the progress or what was
 19 happening, or just understanding something in more
 20 detail to help furnish my knowledge about what the
 21 planning department were saying to the TMO, but I had no
 22 role in terms of planning and anything I could do would
 23 be rather one of gaining information or discussing what
 24 was happening with colleagues.
 25 Q. Right. My question was: would it have been

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1 inappropriate for you to have sought to bring pressure
2 to bear on the planning department?
3 A. Yes, I mean, I wouldn't ever think of bringing pressure
4 to bear on the planning department. I can express
5 a view to the planning department but they wouldn't have
6 been receptive to me anyway.
7 Q. Why is that?
8 A. Because they're the planning department and they're —
9 and they sit within a local authority in order to be
10 able to undertake the functions of the Town and Country
11 Planning Act, not to undertake the — you know, what the
12 director of housing may or may not want them to do.
13 Q. Right.
14 Do you understand or can you give us any insights as
15 to why Claire Williams might have thought it appropriate
16 to ask you to bring pressure to bear to get some
17 reassurance from the planning department?
18 A. I think it's a phraseology where she's asking — she's
19 making a statement that she may ask me if I could go and
20 discuss with the planning department about what was
21 happening or why they were arriving at that conclusion,
22 because I worked in RBKC and they were colleagues and
23 I could go and discuss the matter with them. But
24 "pressure to bear" is an incorrect statement.
25 Q. Can I then turn to the topic of fire risk assessments.

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1 Before I get into the detail of that, I just want to
2 explore with you what you understood RBKC's role to be
3 in relation to fire safety. We touched on it yesterday;
4 I want now to come back to it in a slightly different
5 aspect, and start with the question of the responsible
6 person.
7 From the time of your recruitment in 2008, and
8 arrival in February 2009, were you aware of the basic
9 requirements of the Regulatory Reform (Fire Safety)
10 Order 2005, or the FSO as we've referred to it?
11 A. I don't think I was particularly aware of it in
12 2008/2009. I probably became more aware of it over the
13 course of my employment at the council.
14 Q. What was your understanding of the role of the
15 responsible person from 2011?
16 A. My understanding was that it was the TMO's
17 responsibility to be the responsible person under the
18 Regulatory Reform (Fire Safety) Order.
19 Q. What was the basis of that understanding?
20 A. I think it's set out in the MMA, if I'm honest with you,
21 but I can't remember what the basis of my belief for
22 that was, but I was always under the impression that it
23 was the TMO's responsibility.
24 Q. Right. Did anybody tell you or advise you that it was
25 the TMO's responsibility to be the responsible person?

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1 A. I don't remember it coming up in conversation, but 2011
2 is quite a long time ago.
3 Q. To be clear, your understanding was that it was the TMO
4 who was the responsible person —
5 A. Yes.
6 Q. — not RBKC?
7 A. That's correct.
8 Q. Right.
9 Now, can we look at Janice Wray's statement, please,
10 this is at {TMO00000890/37}, and I want to show you
11 paragraph 166 there. She says this:
12 "My understanding is that under the MMA the TMO was
13 responsible for all major works ..."
14 Sorry, that's paragraph 165, and then 166 she says:
15 "Since 2005, the relevant fire safety legislation
16 has been the Regulatory Reform (Fire Safety) Order 2005
17 (RRO)."
18 Then in the last sentence she says:
19 "My understanding has always been that the
20 'Responsible Person' for the RBKC's tenanted stock, as
21 defined in that Order, was both RBKC and the TMO."
22 Now, it looks from what you have just told us that
23 that was not your understanding.
24 A. No, my understanding was that it was the TMO.
25 Q. Can you account for why you had one view and, as appears

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1 from this, Janice Wray had another?
2 A. No.
3 Q. So it looks from this as though she thought you were
4 both responsible, but you thought the TMO was
5 responsible. That's quite a significant
6 misunderstanding, isn't it?
7 A. Yes.
8 Q. Can you account for how that arose?
9 A. No.
10 SIR MARTIN MOORE-BICK: Well, Mr Millett, you say it's
11 a significant misunderstanding; it may just be
12 a difference of understanding.
13 MR MILLETT: Quite right. I rephrase the question, but the
14 same answer, I suspect?
15 A. Exactly.
16 Q. Can I ask you to look next, please, at {TMO00830598}.
17 This is the TMO's November 2013 fire safety strategy
18 written by or at least signed by Janice Wray. That's
19 page 1.
20 I'll just show you page 15 {TMO00830598/15}, which
21 has her name at the bottom and the date, just so you're
22 clear. There it is: Janice Wray, TMO health and safety
23 and facilities manager, November 2013.
24 If we go back to page 1 {TMO00830598/1}, it's
25 entitled "TMO Fire Safety Strategy". Have you ever seen

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1 this document before?
 2 A. No.
 3 Q. Is today the first time you've ever seen it?
 4 A. Yes.
 5 Q. Right. Then I think we might be able to take it
 6 a little bit more quickly.
 7 Can I ask you to look at the bottom of page 1,
 8 paragraph 2.2, under the heading "Legislation", and it
 9 says this:
 10 "For the purposes of Fire Safety legislation ,
 11 specifically the Regulatory Reform (Fire Safety) Order
 12 2005 (FSO), RBKC and the TMO are considered to be
 13 'responsible persons' and as such must ensure that
 14 'suitable and sufficient' fire risk assessments are
 15 carried out in the communal areas of all the residential
 16 blocks."
 17 Are you able to explain why Janice Wray thought that
 18 both RBKC and TMO are considered to be responsible
 19 persons?
 20 A. No.
 21 Q. Given your answer that you were never of the view that
 22 RBKC was the responsible person, does it tell us that no
 23 arrangements were in place at RBKC for discharging any
 24 obligations as responsible person under the FSO?
 25 A. Yes.

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1 Q. Was your view that RBKC was not the responsible person
 2 one to your knowledge that was generally held throughout
 3 RBKC?
 4 A. Yes.
 5 MR MILLETT: Mr Chairman, it's just before 11.15, but we're
 6 going to come to a new topic or subtopic.
 7 SIR MARTIN MOORE-BICK: Perhaps we had better take the
 8 opportunity then for a break.
 9 MR MILLETT: I think so. It's a minute before 11.15,
 10 but ...
 11 SIR MARTIN MOORE-BICK: Never mind.
 12 We will take a break now, Ms Johnson, and resume at
 13 11.30, please. Again, don't talk to anyone about your
 14 evidence or anything relating to it while you're out of
 15 the room, please. Thank you.
 16 (Pause)
 17 Thank you, 11.30, please. Thank you.
 18 (11.14 am)
 19 (A short break)
 20 (11.30 am)
 21 SIR MARTIN MOORE-BICK: All right, ready to carry on?
 22 THE WITNESS: Yes.
 23 SIR MARTIN MOORE-BICK: Good, thank you very much.
 24 Yes, Mr Millett.
 25 MR MILLETT: Thank you, Mr Chairman.

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1 Ms Johnson, can I correct a question I asked earlier
 2 this morning. I asked you whether you were ever told
 3 that Rydon told and repeatedly told the TMO that they
 4 were looking to use Rydon as the fire safety consultant
 5 for the Grenfell Tower project. I meant to ask you
 6 whether you were told that Rydon told the TMO that they
 7 were looking to use Exova as the fire safety consultant,
 8 but never in fact retained them.
 9 A. Either way the answer is still no.
 10 Q. Thank you.
 11 I also asked you whether there were any records in
 12 your daybooks of your monthly meetings with Mr Black.
 13 In fact, I think there were one or two.
 14 Let me just show you an example, {RBK00059573/6},
 15 please. This is part of your notebook or daybook which
 16 bears the date 15 January 2013, and it says "1 to 1 with
 17 Robert", can you see that?
 18 A. Yes.
 19 Q. Is that an example of you noting these meetings in your
 20 daybooks?
 21 A. Yes.
 22 Q. And in fact this one actually expressly refers to
 23 Grenfell Tower. If you look at the second arrow:
 24 "Mike Nestor dealing with Hidden Homes.
 25 "Timetable for — Grenfell Tower."

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1 Well, is that "Grenfell Tower"? It looks like
 2 "Grenfell Tower". "Greaves Tower" and "Grenfell Tower",
 3 I think those are.
 4 A. That's correct.
 5 Q. Right.
 6 In fact, just one more — and I'm not representing
 7 to you that these are the only ones — {RBK00059557/69},
 8 please. On the right-hand side you can see, underneath
 9 "Adair Tower fire", 17 November 2015, there is a little
 10 red arrow there, "Robert Black", and you can see there
 11 is an entry there, and discussion about the fire which
 12 had taken place at the end of the previous month at the
 13 Adair Tower building. You appear to be discussing, in
 14 the middle of that page, "Risk assessments based on this
 15 approach. Door closers?"
 16 Is that an example of an occasion when you discussed
 17 fire safety in the TMO's stock with Robert Black in
 18 these monthly meetings?
 19 A. Yes.
 20 Q. Or was this a specific meeting with Robert Black, do you
 21 remember?
 22 A. I don't know — I don't remember whether this was
 23 a specific meeting or whether this was one of our
 24 monthly meetings.
 25 Q. Right.

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1 Now, you could see a little bit lower down that
 2 page, coincidentally, it says underneath door—closers,
 3 "Prosecute RBKC TMO — legal".
 4 Do you remember having a discussion about the
 5 possibility of being prosecuted alongside the TMO by the
 6 LFB in relation to the Adair Tower fire?
 7 A. No, I don't.
 8 Q. Right. We may come back to that document later on in
 9 that context.
 10 Can I then return to where we were, which was
 11 oversight, and I now want to ask you about the oversight
 12 of Janice Wray specifically.
 13 Can we start with her witness statement, please,
 14 {TMO00000890/41}, paragraph 183. She says there:
 15 "The health and safety performance of the TMO was
 16 monitored primarily by the RBKC. We welcomed this
 17 scrutiny and we were always looking to improve health
 18 and safety for the sake of the residents and the staff."
 19 First, do you agree with what Janice Wray says, that
 20 the health and safety performance of the TMO was
 21 monitored primarily by RBKC?
 22 A. Actually I think the health and safety performance of
 23 the TMO was monitored primarily by the board of the TMO
 24 in terms of who officers reported in to regarding the
 25 performance, and then I don't know — because I don't

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1 know the detail of what Janice Wray has said — whether
 2 Amanda Johnson and Celia Caliskan regularly discussed
 3 health and safety with the TMO, I can't account for that
 4 because I wasn't in those meetings, but health and
 5 safety performance was in the six—monthly and annual
 6 reports to scrutiny committee.
 7 Q. Can we go back to page 37 of Janice Wray's statement
 8 {TMO00000890/37}, please, and look at paragraph 164.
 9 She says there, in the second half of the paragraph:
 10 "It was always my understanding that the RBKC
 11 retained a monitoring obligation under the MMA, which
 12 was exercised by its Corporate Health and Safety Advisor
 13 and its main Health and Safety Coordinating Committee,
 14 which was succeeded by the Bi—Borough Health and Safety
 15 Committee."
 16 Do you agree with that?
 17 (Pause)
 18 A. I'm not aware of the corporate health and safety
 19 committee or the bi—borough health and safety committee
 20 ever having any particular role in terms of monitoring
 21 the performance of the TMO with regard to health and
 22 safety. I'm not saying it didn't happen, but I am not
 23 aware of it.
 24 Q. Right.
 25 What did you understand the role of the housing

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1 department to be in monitoring health and safety within
 2 TMO managed stock?
 3 A. My understanding was if — that we would — there wasn't
 4 a specific role for the housing department in managing
 5 specifically health and safety. I understood the TMO
 6 managed health and safety in — for the stock, and that
 7 we received a report on it, as I said, twice yearly.
 8 But I was never of the understanding that there was
 9 a role for our own health and safety team within
 10 the council in relationship to the TMO.
 11 There may have been prior to me arriving, it may
 12 have been something that disappeared over the course of
 13 time, or it may have been something that happened and
 14 I wasn't aware of.
 15 Q. Right.
 16 Can we look, please, at {RBK00054404}. This is
 17 a note authored by somebody called Somayya Yaqub, and
 18 it's of a meeting which seems to have been with
 19 Robert Black on 26 May 2016.
 20 If you look at the third bullet point down, it says:
 21 "TMO update — cc Laura Johnson when [arrow] J Wray."
 22 Are you aware of any update being copied to
 23 Laura Johnson by Somayya Yaqub about this meeting?
 24 A. I don't know who that person is, I'm afraid.
 25 Q. You don't know.

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1 Did you know that in fact, according to Janice Wray
 2 at least, monitoring was carried out by the corporate
 3 health and safety advisers, Gary Mann until 2015 and,
 4 after that, his successor, Somayya Yaqub?
 5 A. I wasn't aware that there was a specific role for
 6 corporate health and safety in liaising with the TMO.
 7 Q. Are those names familiar to you at all?
 8 A. The name Gary Mann is familiar to me but not the second
 9 name.
 10 Q. What was his role?
 11 A. I don't know. I'm aware of the name, I remember the
 12 name from working in RBKC, but I don't know —
 13 Q. You can't make a connection, is that right, between the
 14 name and —
 15 A. No, I don't.
 16 Q. Is it right then that nobody, to your knowledge, within
 17 RBKC oversaw health and safety within the TMO?
 18 A. I don't believe they did, no.
 19 Q. Beyond the reports that you have discussed?
 20 A. Yes.
 21 Q. Right.
 22 Can you enlighten us as to why, at least according
 23 to this, you were meant to be copied in to
 24 correspondence or communications with Janice Wray?
 25 A. Without seeing what I was being copied in to about what

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1 this is about, no, because I don't remember from, what,
 2 five years ago now. It may well have been in relation
 3 to an audit of health and safety undertaken, in which
 4 case it would have gone to the audit committee to
 5 provide them with an update, but I am guessing there,
 6 I don't know.
 7 Q. Can I ask you to look at a statement by Nick Austin, who
 8 was the bi-borough director for environmental health.
 9 That's at {RBK00029910}, I'll show you the first page of
 10 that. Here is his statement.
 11 He says in paragraph 4 that until the end of
 12 August 2018, he was the director of resident services at
 13 the London Borough of Hammersmith and Fulham, and before
 14 that, or before March 2018, he was the bi-borough
 15 director for environmental health for RBKC and for the
 16 London Borough of Hammersmith and Fulham, and he had
 17 held that post from April 2012 until it formally ended
 18 on 1 August 2018. That's his role.
 19 Can we look on page 3 {RBK00029910/3} at
 20 paragraph 10, please. He says there:
 21 "I sat on the same management committee as the
 22 senior managers within Housing, so there was some
 23 liaison between the departments, but the departments are
 24 not hugely interlinked. The Housing Department had
 25 a number of its own staff who carried out Environmental

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1 Health functions relating to their properties."
 2 Do you agree that the corporate health and safety
 3 team and the housing department were not hugely
 4 interlinked, as he says?
 5 A. Yes.
 6 Q. Now, if we go on to page 4 {RBK00029910/4},
 7 paragraph 15, Mr Austin says this:
 8 "If there were follow up actions required in terms
 9 of housing then this would be the responsibility of the
 10 TMO (who has its own health and safety functions),
 11 overseen by the Housing Department at RBKC. My team
 12 would rarely, if ever, be involved. Our remit in terms
 13 of housing standards was the private housing sector."
 14 Does that accord with your understanding?
 15 A. Yes.
 16 Q. Do you agree that the TMO's health and safety functions
 17 were overseen by the housing department, as he says
 18 there?
 19 A. In the context that the housing department oversaw the
 20 functioning of the TMO, then I don't disagree with what
 21 Mr Austin has written here, but we had no specific
 22 health and safety qualifications within the housing
 23 department, so whatever we would have seen would have
 24 been broad updates on how they were performing.
 25 Q. I see.

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1 Can we then go back to Janice Wray's witness
 2 statement, please, {TMO00000890/40}, and I want to show
 3 you paragraph 180 there. She says:
 4 "I also produced an Annual Health and Safety Report
 5 and Action Plan, which outlined the current strategy for
 6 the TMO, its performance over the last year and its
 7 initiatives for managing and improving safety ... This
 8 Plan was discussed with the Health and Safety Committee,
 9 the Executive Team and the TMO Board before the full
 10 report and an Executive Summary was presented to the
 11 RBKC Corporate Health and Safety Manager. The feedback
 12 we received from the RBKC's Advisor was then used to
 13 help identify any additional priorities for the upcoming
 14 year."
 15 Who was the RBKC corporate health and safety
 16 manager?
 17 A. To be honest with you, I don't remember.
 18 Q. Right.
 19 A. It would have changed over time, and I don't remember
 20 the name.
 21 Q. Which department would that person or did that person
 22 sit in?
 23 A. I — to be honest with you, I cannot remember in which
 24 team the corporate health and safety manager sits, but
 25 if I was to take a good guess, I would say it sat within

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1 the kind of corporate governance and kind of — it sat
 2 there. So I think it may have sat under Tony Redpath's
 3 remit, but I can't remember, and I would hate to say
 4 that as the truth.
 5 Q. Right.
 6 Did you have liaison with the RBKC corporate health
 7 and safety manager in respect of oversight of the TMO in
 8 its health and safety functions?
 9 A. No, I did not.
 10 Q. No. Did that strike you at the time as a weakness in
 11 the governance arrangements?
 12 A. Well, because I didn't know it was taking place, it
 13 didn't strike me as a weakness. But now that I can see
 14 that this has taken place, then yes.
 15 Q. Right.
 16 She also refers to the adviser, RBKC's adviser. Do
 17 you know who that was?
 18 A. No.
 19 Q. Who was giving feedback, then, to her, do you know?
 20 A. No.
 21 Q. Did you yourself receive TMO's annual health and safety
 22 report?
 23 A. I would have received it as part of the — I had — if
 24 it was a part of the board papers, then I would have
 25 seen it as a copy that was sent to board.

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1 Q. Right. We've seen no evidence ourselves that you did
2 ever receive any such report.
3 A. No, well, I didn't receive it as a particular report
4 that was sent to me as a separate item. If it was sent
5 to board then I would have read it as part of the board
6 papers.
7 Q. When you say board —
8 A. The TMO board papers.
9 Q. I see. Were you sent TMO board papers regularly?
10 A. I was — as I said yesterday, I was — routinely used to
11 be sent TMO board papers in a paper copy up to a certain
12 date, and then after that date I no longer received
13 paper copies but we were made aware of the board
14 meetings and received a link or be guided to a link
15 where I could access the board papers.
16 Q. Right.
17 Do you remember receiving any feedback at any time
18 from RBKC corporate health and safety on reports such as
19 the annual health and safety report?
20 A. No, I do not.
21 Q. Can I then turn to the topic of oversight of FRAs.
22 Again, we touched on that yesterday in the context of
23 KPIs. I now want to look a little bit more specifically
24 at FRAs.
25 If we stick with Janice Wray's witness statement,

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1 please, and go to page 35 {TMO00000890/35}, back five
2 pages. Let's look together at paragraph 157 and what
3 she says there. She says:
4 "The FRAs themselves were shared as required within
5 the organisation. The RBKC did not receive copies as
6 routine although the minutes of the Health and Safety
7 Committee meetings were copied to the Corporate Health &
8 Safety Manager. Furthermore, progress in relation to
9 outstanding FRAs and FRA actions was included in the
10 mid-year and year-end reports on the TMO's performance,
11 which were presented to the RBKC Scrutiny Committee and
12 in the annual TMO Health and Safety Report which was
13 shared with the corporate Health and Safety Manager.
14 Extracts were also included in his Annual Report which
15 was sent to the RBKC's Health and Safety Committee."
16 Is it right that you didn't receive the fire risk
17 assessments themselves in relation to any building
18 within the TMO's housing stock?
19 A. That's correct.
20 Q. Did nobody at RBKC ever read the fire risk assessments
21 themselves?
22 A. Not in the housing department.
23 Q. Anywhere else?
24 A. I don't know.
25 Q. Right. Did nobody to your knowledge even spot check

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1 them?
2 A. Unless they were checked by the audit that was
3 undertaken, not from the RBKC.
4 Q. Now, we've already established that RBKC in your view
5 was not a responsible person. Does that explain —
6 maybe you can't answer this — why nobody within RBKC
7 ever looked to see the FRAs?
8 A. I don't believe it does. I think it explains that we
9 didn't view documents in that level of granular detail
10 from the TMO, and it wouldn't be our expectation to
11 receive very detailed fire risk assessments from them,
12 and there wasn't anybody within the housing department
13 who would have the qualifications in order to be able to
14 analyse them and challenge the TMO appropriately about
15 the content.
16 Q. Assuming for the moment that it is right, as we've seen
17 from some of the documents, that Janice Wray was of the
18 view, rightly or wrongly as a matter of law, that RBKC
19 was a responsible person, to your knowledge did she ever
20 proffer any FRAs to you so that you could spot check
21 these in order to assist you with your scrutiny
22 function?
23 A. I don't believe she did.
24 Q. Now, let's look at enforcement.
25 Can we go back in time to 2009, just after you

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1 started at RBKC.
2 Do you remember that on 17 June, mid-June, to the
3 best of your recollection, 2009, you were sent an email
4 by Janice Wray to tell you that the LFB had told the
5 FBO(sic) that they intended to serve an enforcement
6 notice? Do you remember that?
7 A. No.
8 Q. {RBK00052568}. This is an email of 17 June which I've
9 just referred to from Janice Wray at the foot of page 1,
10 and it goes to Jean Daintith and to you, copied to
11 Robert Black as well as Adrian Bowman. If you look at
12 the subject, it says:
13 "FW: Enforcement Notice from Fire Brigade.
14 "Jean/Laura
15 "Robert has asked me to advise you that the
16 Fire Brigade informed us this morning that they intend
17 to serve an Enforcement Notice jointly on the Council &
18 the TMO Chief Executives. The e-mail below advises of
19 the background to this. We have made repeated efforts
20 to clarify the fire brigade requirements and resolve
21 this issue but today the Fire Safety Officers advised
22 that they were anxious that this issue was dragging on
23 and so they feel it is now appropriate to escalate this
24 with the Enforcement Notice on both CEs.
25 "Please let me know if I can be of further

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1 assistance."

2 That's from Janice Wray.

3 You can see, if you look at page 2 {RBK00052568/2},

4 what it was that Janice Wray was forwarding on to you

5 and to Jean Daintith. It's a long email to Robert Black

6 informing him of the intention by the LFB to serve

7 an enforcement notice "jointly on us [the TMO] &

8 the Council".

9 She says:

10 "I'm not sure exactly how this will be worded but it

11 will relate to our lack of progress with fire risk

12 assessments in the communal areas of our blocks as

13 required by the Regulatory Reform (Fire Safety) Order

14 2005."

15 Then she sets out the background, which I don't

16 think I need to trouble you with.

17 First of all, do you remember receiving that email

18 now I've shown it to you?

19 A. No.

20 Q. You will notice, now that I have shown it to you, that

21 an enforcement notice was intended to be served by the

22 LFB both on the TMO and on RBKC, as you can see there.

23 Do you remember, even though you don't remember

24 specifically this email, that RBKC was the subject of

25 threatened enforcement?

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1 A. No.

2 Q. It didn't strike you as strange at the time, given the

3 view you told us you had about RBKC not being the

4 responsible person?

5 A. It's really hard to answer what I did or didn't think

6 back in 2009 because it's now some time ago.

7 Q. Right.

8 In the light of that answer I think I know what you

9 will say, but do you not remember being concerned about

10 receiving news of the enforcement notice in light of the

11 governance issues over the TMO that we discussed

12 yesterday?

13 A. I don't remember this particular incident. If I had

14 been, as I was, informed that there was an enforcement

15 notice to be served, then of course I would have been

16 concerned about it.

17 Q. Right. Do you remember what you did about it?

18 A. No, because I don't remember this incident at all.

19 Q. In fact, the enforcement notice that was threatened was

20 never actually served. Do I take it from your lack of

21 memory about any of this that you can't remember or help

22 us about why that was?

23 A. No, I don't — I'm afraid I can't.

24 Q. It sounds to me as if asking you any further questions

25 about this topic at that time would be fruitless,

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1 because you simply remember nothing about it.

2 A. I'm afraid I don't. It's some time ago and I don't

3 remember it.

4 Q. Right. Nonetheless, note, though, that this is

5 something that Janice Wray sends to you at the time.

6 We haven't seen any document either from you or anybody

7 else at RBKC complaining that the council should not be

8 joined into an enforcement notice because it is not the

9 responsible person, and I'm assuming you haven't seen

10 anything either to that effect; would that be right?

11 A. No, I haven't.

12 Q. Can we look, then, at {RBK00053546}. This is an email

13 from Judith Blakeman to you and Robert Black with the

14 subject line "Tower Blocks", which was sent on

15 4 July 2009, so only a few weeks after the threat of the

16 enforcement notice.

17 She says this at the foot of the page, and it's

18 addressed to Robert Black and to you:

19 "Dear Mr. Black and Ms. Johnson

20 "In the light of the tragic fire yesterday in

21 Camberwell, I would be grateful if we can have risk

22 assessment and report on the means of escape in the

23 event of fire covering all the tower blocks in the TMO's

24 ownership within the Borough.

25 "At Grenfell Tower, for example, because of the

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1 Council offices and EMB offices on the lower floors,

2 getting out of this building by the stairs is extremely

3 difficult — and one can end up at a dead end. I would

4 like to invite you to accompany me up to the top floor

5 to see how difficult it would be to get out of this

6 block in the event of an emergency.

7 "I look forward to an early response."

8 Do you remember receiving this email?

9 A. I'm afraid I don't.

10 Q. By the reference to the fire in Camberwell, that was

11 a reference to the Lakanal House fire, wasn't it?

12 A. I don't know. I presume so, because Lakanal House is in

13 Camberwell.

14 Q. Right.

15 A. But I can't remember the date of the Lakanal House fire,

16 to be honest.

17 Q. 3 July 2009.

18 A. Okay.

19 Q. So this is the day after.

20 A. Well, then it's more than likely to be related to that

21 particular fire.

22 Q. We see there is a response from you on page 1. Can we

23 go to that, please, top of page 1. You respond to

24 Councillor Blakeman the following day, 5 July, sent to

25 Robert Black as a primary recipient:

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1 "Cllr Blakeman,
 2 "The Royal Borough is at present in discussion with
 3 the TMO on commissioning consultants to undertake
 4 a review of the relevant fire risk assessments of the
 5 communal areas of the Council blocks as this is legally
 6 required by the Regulatory Reform (Fire Safety) Order.
 7 This process to date has been managed by the TMO, but it
 8 has been brought to our attention by the Fire Brigade
 9 that this will need to be more rigorous, therefore
 10 officers from the TMO and RBKC are in the process of
 11 setting up a working party to look at:
 12 "■ * Complying with the proposed arrangements to set
 13 up a contract promptly with a competent fire safety
 14 company/consultant to carry out a suitable and
 15 sufficient fire risk assessment in each of the TMO
 16 managed properties and set an agreed timescale to
 17 achieve this.
 18 "■ * Review, challenge and support the consultants
 19 recommendations as they are completed and sign off with
 20 the Fire Brigade.
 21 "■ * Review the considerable cost implications of
 22 both the reviews and any recommended works which flow
 23 from the inspections.
 24 "■ * Agree how they will be funded.
 25 "I hope this answers your question in the short term

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1 and when we have more information as a result of the
 2 review work we will be able to brief Councillors more
 3 fully."
 4 In light of Councillor Blakeman's email, did you
 5 specifically direct anyone at the TMO to undertake
 6 a risk assessment of the means of escape in TMO managed
 7 tower blocks?
 8 A. I don't remember if I did, but — I'm afraid I don't
 9 remember.
 10 Q. Did you take up Councillor Blakeman's invitation to
 11 accompany her to the top floor of Grenfell Tower?
 12 A. I don't believe I did.
 13 Q. Why is that?
 14 A. I don't know.
 15 Q. I mean, a serious and fatal fire had happened two days
 16 beforehand. She has identified a specific risky
 17 building.
 18 A. Yes.
 19 Q. And even without the benefit of hindsight, why would you
 20 not have thought to yourself: well, here's a councillor
 21 with a building in her ward she's concerned about, I'd
 22 better have a look at it myself?
 23 A. I'm afraid I really don't remember this email from 2009
 24 and I don't remember my thought process on how
 25 I responded to Councillor Blakeman. All I can see is

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1 what is written here. I would have no doubt spoken to
 2 Robert Black about it and Janice Wray, but clearly here
 3 I haven't taken up her offer of a trip to the top floor
 4 of Grenfell Tower.
 5 Q. Is it fair to say that from the time of the
 6 Lakeland House fire you were personally aware that there
 7 was a serious concern, or at least a serious concern
 8 that had been expressed, about the adequacy of the means
 9 of escape from Grenfell Tower?
 10 A. I'm aware of it that it was raised in this particular
 11 email, but I don't remember being continually aware of
 12 it throughout my time as director of housing at RBKC.
 13 Q. Were you aware that from this time an FRA programme was
 14 implemented as a result of the threat of the enforcement
 15 action by the LFB?
 16 A. I was aware that the TMO undertook fire risk
 17 assessments, and they didn't just do that because of
 18 threat of enforcement from the LFB, they did that
 19 because they were required to do so. I believe the
 20 only — judging by what I've seen today is that it's the
 21 rigorousness of those fire risk assessments which the
 22 LFB are coming — are being questioned, and the TMO and
 23 RBKC are looking at how to make them meet the
 24 requirements of the LFB.
 25 Q. Well, were you aware that the TMO started monitoring

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1 their own fire risk assessment and close-outs as
 2 a result of actions indicated by the fire risk assessor
 3 from 2009 with a five-year programme?
 4 A. That would have been a fairly standard procedure.
 5 I can't say in any detail that I was aware that the TMO
 6 specifically said to me, but that is — when — on
 7 receipt of a fire risk assessment, it has a number of
 8 actions within it and it would have been best practice
 9 for the TMO to have someone to audit the fire risk
 10 assessments and to keep a log of how you undertook those
 11 actions. Those actions are generally graded either
 12 high, medium or low, or one month, two months,
 13 six months, 12 months, depending on the seriousness of
 14 the action highlighted, because it can be everything
 15 from removing a doormat in the corridor to serious
 16 compartmentalisation issues.
 17 So I would have been aware that the fire risk
 18 assessments were graded in that manner and the TMO would
 19 be monitoring them in accordance with being able to
 20 undertake the requirements of those action plans.
 21 Q. Can we go to {RBK00018531}, please. This is an email
 22 from Angus Sangster of LFB to Janice Wray, copied, among
 23 other people, to you. Can you see that?
 24 A. Yes.
 25 Q. Subject, "Fire Risk Assessments for TMO properties".

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1 He says:
 2 "Dear Janice,
 3 "Thank you for your e-mail. I must emphasis that
 4 time is against you bearing in mind that discussions
 5 regarding the provision of adequate fire safety measures
 6 in the TMO building stock have been taking place with
 7 members of my team for over a year now. Can I suggest
 8 that we have a meeting with Mr Robert Black and
 9 Jean Daintith some time over the next week to discuss
 10 the type of undertaking that the LFB would accept.
 11 While I accept that you have started on this work I am
 12 still not happy that what has been supplied is
 13 sufficient to justify my team not undertaking
 14 enforcement action. Can I suggest Monday the 13th July
 15 at 10.00am or Friday the 17th July am or pm."
 16 He is the team leader at Kensington and Chelsea.
 17 Now, you were copied in on this. Were you concerned
 18 by this email?
 19 A. I would have been, but I don't remember the email, to be
 20 honest with you, because it is now some 11 years since
 21 that email was sent.
 22 Q. Do you remember doing anything in response?
 23 A. I don't remember.
 24 Q. Can we go to {LFB00001529}, please. This is the note of
 25 a meeting on 6 August 2009 on the subject of fire risk

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1 assessments, and you can see that Jean Daintith and you
 2 were present, as was Angus Sangster of the LFB, together
 3 with a number of other LFB colleagues. Keith Holloway
 4 from TMO was also there.
 5 If you look at item 2, you can see that under
 6 "Enforcement Notice", it says:
 7 "Jean Daintith expressed her concern that the London
 8 Fire Brigade had considered serving an Enforcement
 9 Notice on the Council.
 10 "Angus Sangster (LFB) advised her that the decision
 11 to potentially do this had not been a simple one. The
 12 LFB have been in discussion with TMO since mid 2008,
 13 however the TMO offices [or officers] in place lacked
 14 the competence to carry out adequate risk assessments."
 15 Now, first, do you remember this meeting?
 16 A. No.
 17 Q. Are you able to confirm that this was a discussion about
 18 the enforcement notice that we'd seen in the email which
 19 you had received from Janice Wray on 17 June that year?
 20 A. Only because it would seem obvious that that was the
 21 case, based on the information that you've provided to
 22 me today.
 23 Q. Are you able to help us about what had happened between
 24 the date of that email, 17 June 2009, and the date of
 25 this meeting?

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1 A. No, because I don't remember it.
 2 Q. Before this meeting, were you aware that the London
 3 Fire Brigade had been in discussions with the TMO since
 4 mid-2008?
 5 A. No, not unless it was stated in previous email
 6 correspondence, and then it would have been brought to
 7 my attention.
 8 Q. Do you remember what you understood Angus Sangster to
 9 mean by a lack of competence in the TMO?
 10 A. No, because I don't remember this meeting.
 11 Q. Right. I mean, I appreciate you've got no memory at
 12 all, I'm just trying to really fill in the blanks.
 13 Do you remember nothing of this?
 14 A. I really don't. I've got absolutely — as I say, it's
 15 11 years ago now, and I have never seen this
 16 documentation until today, although undoubtedly I did
 17 see it after the time — at the time, and I undoubtedly
 18 did attend the meeting, but really there is a complete
 19 blank for me drawn on attending this meeting and the
 20 conversation during this meeting.
 21 Q. Yes. I mean, you had been in post now some seven months
 22 at RBKC. You tell us that you didn't think at the time
 23 that RBKC was the responsible person under the RRO.
 24 Does this not strike a chord with you, having a memory
 25 of being shocked, surprised, or perhaps understanding it

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1 at the time, that there had been the service of
 2 an enforcement notice on RBKC in respect of incompetence
 3 of carrying out adequate risk assessments for TMO stock?
 4 A. Because I can't remember this meeting and I can't
 5 remember the train of events that relate to it, I really
 6 can't fill in the — I really can't adequately answer
 7 your question, unfortunately.
 8 Q. No, and I appreciate being asked about why your memory
 9 is no good on this, but my point is really: was it not
 10 a big enough deal for you to remember it?
 11 A. Clearly not, otherwise I would remember it, but then
 12 there was a huge amount going on, as there is in my job
 13 at any one time, and matters relating to the TMO and
 14 fire risk assessments were a very small proportion of my
 15 job. So there are any number of items that I would be
 16 dealing with, in your words, which were a very big deal,
 17 and this would have been one of them, and unfortunately
 18 I don't remember this one. But as I demonstrated
 19 yesterday, I remembered in a lot of detail about KALC,
 20 but I didn't remember a lot of detail about this
 21 particular meeting.
 22 Q. Let's just look at the bottom of page 1, over to the top
 23 of page 2.
 24 The bottom of page 1 is the start of part of this
 25 note about risk categories, and if we go to the top of

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1 page 2 {LFB00001529/2}, we can see that Angus Sangster
 2 asks Keith Holloway about how the TMO are going to base
 3 their risk categories of buildings.
 4 Then you in the third line:
 5 " ... asked about the cost implications that could
 6 arise out of the risk audits. Angus Sangster ...
 7 replied that the RRO ... states, that buildings which
 8 fall within its remit, must come up to a required
 9 standard of fire safety. He stated that the LFB uses
 10 a sensible approach to work which is to be carried out.
 11 However, the LFB ultimately wants a 'safe building'.
 12 A point agreed by everyone present."
 13 Now, I appreciate that you say you don't remember
 14 this meeting at all. You can't therefore, I think,
 15 quarrel with the accuracy of that record?
 16 A. I have no quarrel with it whatsoever.
 17 Q. Do you have any recollection about what your particular
 18 concerns were about the costs of necessary actions
 19 identified in the FRAs?
 20 A. It would have just been about the ability of the HRA to
 21 meet the cost of the requirements of the LFB set out as
 22 a result of those audits, and then being able to budget
 23 for it appropriately.
 24 Q. Yes. I mean, of course we know that, as I've said to
 25 you, the enforcement notice wasn't actually served in

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1 the end, it was threatened but not served, and I'm
 2 assuming that this meeting took place at a time — is
 3 this right, do you remember? — when that threat was
 4 still there —
 5 A. No, because —
 6 Q. — but there had not been any service.
 7 A. I presume, and it is very much a presumption, that
 8 because of the series of documentation that you've shown
 9 me today, this meeting helped to avert the serving of
 10 the enforcement notice, and, reading down the document
 11 here, that the commitment made by Keith Holloway, who
 12 was a consultant who was brought in by the TMO to help
 13 meet the deficiencies in management at that time, he was
 14 a consultant of a considerable number of years'
 15 experience, and he appears to say under 5:
 16 " ... explained that fire risk assessments would be
 17 carried out by consultants and that surveys had gone out
 18 to tender."
 19 So I presume that Keith making that statement to
 20 Angus that there would be a fire risk assessment
 21 consultant undertaking that work, that then satisfied
 22 the requirements of the LFB.
 23 Q. But that's presumption on your part —
 24 A. Entirely presumption.
 25 Q. — reconstructing what happened and not a recollection?

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1 A. That's correct.
 2 Q. Yes.
 3 Do I take it from your answers about your lack of
 4 memory of this meeting that you can't help us about your
 5 attitude to whether or not the actions required to bring
 6 buildings up to a required standard of fire safety were
 7 affordable or not?
 8 A. I mean, if those actions were required to be undertaken
 9 then we would have to undertake those actions, you know,
 10 end of.
 11 Q. Right.
 12 Looking further down page 2, fire risk assessments,
 13 there is some discussion about those there you can see,
 14 and then at the foot of the page it says, eight lines up
 15 from the bottom:
 16 "Angus Sangster (LFB) asked whether the Council and
 17 TMO felt that 3 years would be acceptable to carry out
 18 risk assessments of all the properties that they are
 19 responsible for. Both Jean Daintith and Keith Holloway
 20 (TMO) agreed.
 21 "Angus Sangster ... asked whether the Council and
 22 TMO felt that 5 years would be acceptable to carry out
 23 all the significant findings identified by the risk
 24 assessments for all the properties they are responsible
 25 for.

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1 "Both Jean Daintith and Keith Holloway (TMO)
 2 agreed."
 3 Again, I take it you can't quarrel with that record
 4 of what was said at that meeting?
 5 A. I have no quarrel with that because I don't remember it.
 6 Q. You didn't have any thoughts at the time that you can
 7 recall about whether you thought that timescale was
 8 achievable?
 9 A. No, I'm afraid I don't.
 10 Q. Given that, as we see from the record, RBKC had agreed
 11 to that timescale, do you remember whether thereafter
 12 RBKC was involved in delivery or whether that was solely
 13 the TMO's responsibility?
 14 A. It was solely the TMO's responsibility.
 15 Q. Did you monitor at any stage after this time,
 16 August 2009, or did RBKC monitor, the delivery or
 17 completion of these actions by the TMO?
 18 A. I don't remember a specific incidence or specific
 19 reports being sent to me. They may well have been. But
 20 we would have made an assumption that the TMO went away
 21 and got on and undertook that particular action.
 22 Q. Going to page 3 {LFB00001529/3}, please, you can see
 23 there is something called "General Discussion" as
 24 a topic:
 25 "Keith Holloway (TMO) asked about [where] the

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1 'problem areas' may arise in TMO premises.
 2 "Angus Sangster (LFB) mentioned about flats and the
 3 one hour [compartmentation]. He stressed that few of
 4 the TMO buildings have fire doors or some do not have
 5 dry risers.
 6 "Collette O'Hara (LFB) said this was one of the key
 7 problem[s] with the TMO Risk Assessments so far had been
 8 the low level of knowledge as to whether a door
 9 should/is a fire do [sic] up to the correct standard."
 10 Do you have any recollection of a discussion about
 11 there being problems with fire doors in TMO stock around
 12 this time?
 13 A. No, I remember distinctly discussions about fire doors
 14 and doors at a later date, because there was a door
 15 replacement programme which is well documented in both
 16 the TMO board minute — meetings and also in
 17 scrutiny committee meetings — sorry, minutes from
 18 scrutiny committee around the door replacement programme
 19 and the difficulties of trying to do that in leaseholder
 20 stock, but I don't remember it specifically in 2009.
 21 Q. Well, we will come back to that topic shortly.
 22 Before we leave this document, can I show you page 4
 23 {LFB00001529/4}, please, under the heading paragraph 10,
 24 "General Discussion: (Timescales for Completion of Risk
 25 Assessments/Work(s) Completion".

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1 It records you at the beginning asking about the
 2 LFB's consistency in approaching social housing
 3 providers, and then if you go to the second half of that
 4 section, you can see that:
 5 "Keith Holloway (TMO) reiterated that TMO would
 6 complete their procurement programme by September 2009.
 7 The risk assessments would be completed over the
 8 following 12 months.
 9 "Angus Sangster (LFB) replied that he feels TMO need
 10 to develop the level of competence amongst their staff.
 11 "He also suggested a member of staff from the
 12 council/TMO could be seconded into the LFB in order to
 13 gain experience of fire safety procedures."
 14 First of all, I take it that nobody from RBKC was
 15 ever seconded into the LFB?
 16 A. Not from the housing department.
 17 Q. Right. Well, from anywhere else, to your knowledge?
 18 A. I don't know, not to my knowledge.
 19 Q. I see.
 20 What about the TMO? To your knowledge, was anybody
 21 from the TMO ever seconded to the LFB?
 22 A. I don't know.
 23 Q. When he says, Mr Sangster, that he feels the TMO need to
 24 develop the level of competence among their staff, do
 25 you remember that being said? Do you remember reacting

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1 to that in any way?
 2 A. I don't remember the meeting so I don't remember whether
 3 I reacted or not.
 4 Q. Right.
 5 Do you remember whether there was any format or
 6 system for taking these comments back to the TMO, other
 7 than relying on Keith Holloway, who was there, to do so?
 8 A. I don't remember there being a particular format to do
 9 so. Keith Holloway was, as I say, an interim of
 10 considerable experience, former chief exec of a housing
 11 association, so we would have relied on Keith's
 12 expertise in order to be able to follow those up with
 13 the TMO, and it may well have been, but I can't say this
 14 for certain, that this was then — I then may have gone
 15 back to Pam Sedgwick, who was the housing commissioning
 16 manager at the time, and spoken to her about it, but
 17 that is just supposition on my behalf.
 18 Q. Let's look on, then, into the question of fire risk
 19 assessments.
 20 How did you understand fire risk assessments
 21 conducted by the TMO to have been funded?
 22 A. They would be funded from the HRA — well, funded
 23 from — we gave the — we gave; RBKC agreed with the TMO
 24 an annual budget, both for their staffing requirements
 25 and then it was divided up into various subsections from

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1 that, so there was an element of which it was the
 2 revenue and then an element of which was capital
 3 programme.
 4 The capital programme in 2009 was completely
 5 dictated by central government in terms of the
 6 allowances that we received under the management and
 7 major repairs allowance, and the revenue, I believe we
 8 had more opportunity, but, you know, the rent was pooled
 9 at that time, it was a pooling system and then
 10 redistributed.
 11 So, as I understand it, the fire risk assessments
 12 would have been paid from the allowance that the TMO
 13 received from their budget, as agreed with the council,
 14 which would have been from the revenue fund, because
 15 it's not a capital item.
 16 Q. Right. And that was assessed and agreed year by year,
 17 was it?
 18 A. Yes, it was agreed on an annual basis.
 19 Q. If more funding had been required for fire risk
 20 assessments, would the TMO have made a proposal to you
 21 as head of the housing department?
 22 A. I have no doubt they would have done, yeah.
 23 Q. Now, we've seen some documents which show that
 24 Ann Muchmore, who was RBKC's performance and contracts
 25 monitoring officer, was involved in the tender process

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1 for a consultant to undertake the FRAs. Do you remember
2 that?
3 A. I'm afraid I don't. I do remember Ann Muchmore, who
4 worked in the housing department for a number of years
5 and then retired, and if she was part of that process
6 then I have no reason to dispute it.
7 Q. Right. Were you made aware of that process or any
8 subsequent tender process?
9 A. I don't remember being made aware of it, but I wasn't
10 her line manager, she reported in to Pam Sedgwick, so it
11 may well have been that Pam was aware of it. She may or
12 may not have made me aware of it, I just don't remember
13 from 11 years ago.
14 Q. Pam Sedgwick was your predecessor, no?
15 A. No, Sue Daniels was my predecessor.
16 Q. Sorry.
17 A. Pam Sedgwick —
18 Q. Ann Muchmore reported to whom, then?
19 A. Ann Muchmore reported to Pam Sedgwick. Pam Sedgwick was
20 the housing commissioning manager before Amanda Johnson.
21 Q. I see. And did Ann Muchmore continue to report to
22 Amanda Johnson?
23 A. I don't remember because Pam Sedgwick retired — no,
24 Pam Sedgwick left the organisation and Ann Muchmore
25 retired, but I couldn't tell you the timeline upon

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1 which — time that happened.
2 Q. Were you aware that an outfit called Salvus Consulting
3 Limited was appointed to undertake the fire risk
4 assessments on the TMO's high-risk properties?
5 A. I don't remember being aware of that. I may have been
6 but I simply don't remember after all this time.
7 Q. And they were appointed to do so in September 2009; do
8 you remember that?
9 A. Again, as I've said, no, I don't.
10 Q. Would it follow that you can't recall one way or the
11 other that when Salvus' contract came to an end in early
12 2010, a tender to appoint a new fire risk assessor for
13 the high-risk properties was not actually then carried
14 out?
15 A. I was not aware of that, no.
16 Q. Did you know that Carl Stokes, who had been appointed
17 for low- and medium-risk properties within the TMO's
18 stock, was asked to take over those properties?
19 A. I wasn't aware of the detail of what Carl Stokes was
20 commissioned to do, but I was aware or made aware at
21 some point from — you know, at some point in time that
22 he was the TMO's fire risk assessor.
23 Q. Did you take any steps at any time to satisfy yourself
24 that Carl Stokes had been through a formal tender
25 process?

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1 A. No, I did not.
2 Q. Why is that?
3 A. I didn't get into the granular detail of who the TMO
4 procured and under what basis they procured their
5 contracts.
6 Q. Did you ever discover that, as appears, Carl Stokes had
7 never actually gone through a formal tender process, at
8 least in respect of the high-risk properties?
9 A. I did not know that until you've told me that today.
10 Q. Now, can we go to {TMO00873653}, please. This is
11 a health and safety report for the TMO board on
12 8 October 2009, and it's a report by the health and
13 safety adviser, "Further update on fire risk
14 assessments". It's written by Janice Wray, as it
15 appears, for the board meeting of the TMO on that day.
16 The purpose of the report, as you can see, is set
17 out in the shaded box, "For information". It says under
18 paragraph 1.1:
19 "1.1 The purpose of this report is to further update
20 the TMO Board on progress made with the Fire Risk
21 Assessments on the Communal areas of Council blocks.
22 A briefing note entitled Fire Safety in Tower Blocks was
23 circulated at the July Board, a report for information
24 was presented to the September Board and an update was
25 provided to the September Operations Committee.

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1 "1.2 The TMO Board is asked to note the further
2 progress made in the area of Fire Risk Assessments."
3 Then if we go down, please, to page 3
4 {TMO00873653/3}, you can see under section 5, "On-going
5 liaison with Fire Brigade", and under paragraph 5.2 it
6 says:
7 "Monthly monitoring meetings have been scheduled
8 between the TMO, the Council and the Consultant. The
9 Fire Brigade are keen to monitor ongoing progress with
10 the assessments and with any remedial works which are
11 required in order for buildings to comply with the fire
12 safety legislation. Therefore, we have given
13 a commitment to invite Fire Safety Officers to meet with
14 us on an on-going 4-monthly basis."
15 Do you know why it was decided that the council
16 should be involved in those monitoring meetings?
17 A. No, I'm afraid I don't.
18 Q. Can you help us as to how it came about that RBKC agreed
19 to take part in the monthly monitoring?
20 A. No, I'm afraid I can't. If RBKC agreed then it would
21 have been handled through Pam Sedgwick and her team.
22 Q. Right. So not your team at all?
23 A. No, Pam Sedgwick reported to me.
24 Q. Yes.
25 A. And so yes, she was in my team.

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1 Q. Yes.
 2 A. But I have no recollection of the council or a member of
 3 the housing department agreeing to go to those scheduled
 4 meetings. It's just unfortunately the passage of time
 5 means that I don't remember something from that long
 6 ago.
 7 Q. Right.
 8 On the face of this document, can we take it, then,
 9 that the council was actively engaged in ensuring that
 10 the fire risk assessment programme was achieved by the
 11 TMO in respect of its stock?
 12 A. Yes, we can. I would agree with you there.
 13 Q. Yes, and that executives of the council, if I can put it
 14 that way, attended meetings with the TMO and the LFB
 15 until the end of that high-risk programme in July 2014.
 16 From your recollection, can you confirm that?
 17 A. I can't recall executives attending meetings with the
 18 LFB, but if you mean by executives myself, I don't
 19 remember attending meetings with the LFB.
 20 Q. What about those you supervised?
 21 A. They may well have done, but I — but they undertook
 22 their work and I didn't necessarily know the detail of
 23 everything they did.
 24 Q. Just taking half a step back, do I take it from this
 25 that nobody who went to these monitoring meetings

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1 reported to you about what was happening?
 2 A. I — no, I don't believe they did.
 3 Q. Do I take it from what you have said that in fact you
 4 weren't really aware that members of your team for whom
 5 you were responsible were attending these monitoring
 6 sessions?
 7 A. If they were attending, I don't remember being updated
 8 that they were attending. They could have told me in
 9 2011 and 2012, but my memory is not good enough to do
 10 that. And — but I don't know the detail of all of the
 11 meetings that all of my staff in my teams attended.
 12 I managed 120 staff, of which various grades and various
 13 seniorities and attended various meetings, and by the
 14 nature of my job it was as a generalist, and I met with
 15 my managers to go through what they did, how they
 16 managed their staff, and they updated me on what they
 17 did and significant projects, but that doesn't
 18 necessarily mean that I was updated on the specifics of
 19 what meetings specific officers in each team were
 20 attending.
 21 Q. No, I understand that, but do I take it from what you've
 22 just said that really the topic of the progress of
 23 monitoring or co-monitoring by RBKC in TMO's FRA
 24 programme didn't make it as far up the chain as you?
 25 A. That's correct. It wasn't — I would hate to say that

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1 it wasn't a priority, because of course fire risk
 2 assessments and health and safety is a priority, and
 3 we're all responsible for health and safety, it's not
 4 just delineated to one person, we all have
 5 responsibilities where that is concerned, but it wasn't
 6 raised me, as far as I recollect, on a regular basis.
 7 Q. If you, as you say, all have responsibility for health
 8 and safety, would you accept that that question should
 9 have been reported to you, even if in outline terms?
 10 When I say that question —
 11 A. It was a question of — and I'm saying that, you know,
 12 sort of — it may have come up in discussion between
 13 myself and Pam Sedgwick over the period of 2009, 2010,
 14 2011, I don't have any recollection of it, in particular
 15 with regard to fire risk assessments. I just don't
 16 think I can add any great illumination on this subject.
 17 Q. Let's then look briefly at the next document,
 18 {TMO00873670}, please. This is the minute of a joint
 19 LFB, RBKC council and TMO meeting on 20 April 2010, and
 20 you can see who is present: Janice Wray from the TMO,
 21 and Ann Muchmore from RBKC.
 22 If you go to page 2 {TMO00873670/2}, please, you can
 23 see at the bottom of page 2 that there is a heading,
 24 "Review", and it says:
 25 "TMO are look into employing a full time member of

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1 staff to deal with the continuous works and review of
 2 the FRAs. They are also looking into further staff
 3 training to be able to carry out in-house reviews of the
 4 assessments."
 5 Now, you weren't at this meeting, but were you aware
 6 that this was being considered?
 7 A. This is a meeting from 2010 attended by Ann Muchmore,
 8 and again, you know, sort of — I may have become aware
 9 of it over the course of my conversations with my team,
 10 in very general terms, but it doesn't, in terms of my
 11 memory of this particular time, ring any particular
 12 bells.
 13 Q. So you can't help us with whether or not that proposal
 14 was ever implemented?
 15 A. No, I'm afraid I can't.
 16 Q. Let's then look at the Salvus management report, then,
 17 for 22 September 2009. This is at {SAL00000013}.
 18 Now, at this point Salvus were the TMO's appointed
 19 fire risk assessor. This is a management report
 20 produced by them. It's a fire risk assessment for
 21 fire safety policy and procedures, as you can see. It's
 22 dated 22 September 2009.
 23 Is this, just looking at the first page of this,
 24 a document you have ever seen before?
 25 A. I don't believe I have.

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1 Q. Right. Is it a document that you would have expected to
 2 see at the time, given its subject matter?
 3 A. I may or may not have done.
 4 Q. You may or may not have done?
 5 A. It's a document that is — I wouldn't necessarily have
 6 expected to be sent on to myself.
 7 Q. Right.
 8 I'll just show you what it's about, if we can go to
 9 page 2 {SAL00000013/2}, under "Introduction". It says:
 10 "This Fire Risk Assessment Management report has
 11 been completed at the request of Russell Thompson Head
 12 of Asset Strategy and Investment of Tenant Management
 13 Organisation (TMO) of the Royal Borough of Kensington
 14 and Chelsea.
 15 "This Management Report reflects information
 16 gathered on the fire safety management systems of the
 17 TMO in respect of its property portfolio as per contract
 18 Agreement dated 2nd September 2009."
 19 Does this ring any bells with you at all?
 20 A. No.
 21 Q. Is this something that you would have expected to see or
 22 did expect to see even though you didn't see it?
 23 A. I wouldn't necessarily have expected to see a document
 24 like this.
 25 Q. Right.

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1 Did anybody report to you the fact that Salvus or —
 2 the name perhaps is irrelevant — a consultant had
 3 produced a fire safety management report into the TMO's
 4 systems?
 5 A. I don't remember them doing that. That's not to say
 6 that they didn't, I just don't remember.
 7 Q. Did anybody tell you that an independent consultant had
 8 found that there was no overall TMO fire safety policy
 9 statement?
 10 A. They may have done, but I don't remember.
 11 Q. And that that was a high-risk fact?
 12 A. Again —
 13 Q. You don't.
 14 Nobody told you that there was no senior managerial
 15 audit of fire safety arrangements adopted by the TMO?
 16 A. They may have done, but I don't remember.
 17 Q. Right.
 18 Nobody told you that the inspections don't currently
 19 include any formal checks on fire doors or fire exits,
 20 storage, security?
 21 A. They may have done, but I don't remember.
 22 Q. And presumably I'm taking it that nobody ever brought
 23 the fact that there was an action plan identified by
 24 this consultancy to your attention?
 25 A. Again, as per.

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1 Q. Summarising this document, it identifies some 25 areas
 2 where hazards existed and where the TMO's management
 3 processes in place posed, in 22 instances, a medium or
 4 high risk of fire. It set out 49 actions as necessary
 5 to ameliorate the risks identified in it.
 6 Did anybody ever tell you that there was this level
 7 of deficiency in the TMO's fire safety management
 8 system?
 9 A. They may have done, but again, I don't remember.
 10 Q. Would you have expected this document or even a summary
 11 of its findings as I've just summarised to you be fed
 12 into one at least of your teams?
 13 A. Yes.
 14 Q. Which one?
 15 A. It would have been fed into the housing commissioning
 16 team as managed at that time by Pam Sedgwick.
 17 Q. And Ann Muchmore?
 18 A. Yes.
 19 Q. Right, I see. But would not have made it high enough up
 20 the hierarchy to you?
 21 A. It would depend on what Pam Sedgwick considered
 22 appropriate to put before me.
 23 Q. Right. But so far as we can tell from your evidence,
 24 you simply have no recollection of whether she put
 25 anything before you?

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1 A. I have no recollection of seeing this report. If there
 2 was an email train that has been discovered that showed
 3 that I did see it, then fair enough, but I don't
 4 remember seeing it. I may — I've only seen the front
 5 page of it, so it may be that if I saw more of it, it
 6 may jog my memory, but just viewing it from what you've
 7 shown me today, I don't have a memory of seeing it.
 8 Q. Right. So you can't help us answer the question whether
 9 RBKC ever supervised or exercised any scrutiny over
 10 whether and to what extent the TMO actually did anything
 11 as required by this report?
 12 A. Not unless it was raised — not unless it was the
 13 subject of regular conversations as part of the
 14 arrangements — the regular meetings that undertook
 15 between the housing commissioning team and the TMO
 16 and/or whether it's documented in the regular reports
 17 that came to scrutiny committee, or if it was documented
 18 as part of any minutes that were undertaken as part of
 19 the audit process that was undertaken by — that the TMO
 20 commissioned and RBKC undertook on health and safety
 21 arrangements by the TMO.
 22 Q. Can I then move on to early 2010.
 23 Can we go to {LFB00031977/30}. We can see a letter
 24 from RBKC dated 27 January to Angus Sangster.
 25 If we turn, please, to page 32 in this run of

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1 documents {LFB00031977/32}, we can see that the letter
 2 is signed both by Robert Black, TMO chief executive, and
 3 by you, chief housing officer. So it's a letter that
 4 comes both from the TMO and from RBKC, as you can see.
 5 A. Yes.
 6 Q. The title is "Compliance with the Regulatory Reform
 7 (Fire Safety) Order 2005", and it says at the beginning
 8 {LFB00031977/30}:
 9 "Further to our recent meeting at your offices with
 10 Pam Sedgwick, RBKC's Housing Client Side Manager and
 11 Janice Wray, the TMO's Health & Safety Advisor, we write
 12 to confirm our commitment to complying with this
 13 legislation and to set out our approach to achieving
 14 compliance."
 15 I show you that. There is more to come. But do you
 16 remember signing this letter?
 17 A. No, I'm afraid I don't. It's 11 years since I signed
 18 that letter and it looks like it was drafted by
 19 Janice Wray for signature by myself and Robert Black in
 20 order to respond to the LFB around issues that they had
 21 raised and to provide them with comfort that the TMO
 22 were addressing the matters raised.
 23 Q. Why do you say that it looks like it was drafted by
 24 Janice Wray?
 25 A. Because at the top of the letter there it says, "Please

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1 ask for: Janice Wray". So I presume that — I'm making
 2 an assumption that she drafted the letter because her
 3 name is at the top.
 4 Q. I see.
 5 Do you remember anything of the circumstances in
 6 which you came to write a joint letter to the LFB
 7 together with the TMO?
 8 A. No, I don't, but I can make an assumption that because
 9 the LFB met with RBKC and the TMO jointly in — earlier,
 10 as we have been through, that Robert Black, on
 11 undertaking some of the actions or the actions set out
 12 below, then suggested that we write in response
 13 following that meeting.
 14 Q. You say that Janice Wray drafted it; do you remember
 15 going through it carefully to check it and assure
 16 yourself that you wanted to sign it before you signed
 17 it?
 18 A. I would have gone through the letter and read it
 19 properly, and signed it.
 20 Q. When you say you would have, is that because it was your
 21 habit to do so?
 22 A. Yes. I'm not in the habit of just signing off letters
 23 without having read it first.
 24 Q. No. Therefore, when we look at the first paragraph and
 25 see that you're confirming "our commitment to complying

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1 with this legislation", the "our" there was, is this
 2 right, both RBKC and TMO?
 3 A. Yes, because we've jointly signed the letter.
 4 Q. Indeed.
 5 A. I appreciate what you're going to ask me now about the
 6 Regulatory Reform (Fire Safety) Order and joint
 7 commitment, but because the LFB came to see us both, in
 8 terms of the council and the TMO, then that's why we
 9 probably felt, although I can't remember it, why it was
 10 worthwhile responding to the — responding jointly on
 11 this particular issue.
 12 Q. Right. I mean, I take it that you didn't take the
 13 opportunity to make it clear to LFB that, so far as RBKC
 14 was concerned, it was not the responsible person?
 15 A. No, and I don't think I would have even thought about
 16 that at the time.
 17 Q. Does that tell us, having not thought about it at the
 18 time, that you perhaps unthinkingly assumed or proceeded
 19 on the basis, at least, that RBKC was the responsible
 20 person?
 21 A. I may have done at the time. I'm clear that during my
 22 time at RBKC, and I can't remember at which point in
 23 time that I thought that — I was clear that RBKC was
 24 not the responsible person, but I can't say for —
 25 I can't guarantee that in January 2007 I had that

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1 thought process, nor that that thought process
 2 influenced the drafting of that letter, or that there
 3 was a particular discussion at that time about the
 4 references to joint or singular responsibility under the
 5 RRO.
 6 Q. You said January 2007; in fact, I think you meant 2010.
 7 A. I did, yes, apologies.
 8 Q. If we go to the bullet points on the first page there,
 9 we can see that you say, or it is said:
 10 "However, specifically, jointly with RBKC and in
 11 liaison with your Fire Safety Team [that's the LFB] we
 12 have agreed to ..."
 13 And then there is a long list of bullet points set
 14 out there.
 15 One of those was, in the third one, to:
 16 "Appoint a competent Fire Safety Consultancy partner
 17 to undertake the fire risk assessments at each of the
 18 110 potentially high-risk blocks."
 19 Did the phrase "fire consultancy partner" mean
 20 anything specific in relation to the level of
 21 qualification of the fire consultant that was agreed
 22 with the LFB?
 23 A. I don't know.
 24 Q. Well, you say you don't know. Let me try it a different
 25 way.

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1 It's clear that this letter agrees or records
 2 an agreement with LFB that a competent fire safety
 3 consultancy partner would be appointed to undertake the
 4 fire risk assessments in the high-risk blocks. Do you
 5 remember whether there was an agreement as to the level
 6 of competency that that person would have?
 7 A. I do not remember.
 8 Q. Was there any discussion with the LFB about how either
 9 the TMO or RBKC or both would go about assessing
 10 competence in this context?
 11 A. I do not remember there being a conversation about
 12 competency of the fire risk assessor — the fire risk
 13 assessor competency.
 14 Q. I see. So did you have no understanding at all about
 15 what competency meant in this context?
 16 A. Well, I generally understand what the term "competency"
 17 meant, but in terms of —
 18 Q. In this context.
 19 A. — undertaking fire risk assessments, I would not have
 20 had a view about what qualifications a qualified or
 21 competent fire risk assessment consultant would have
 22 had.
 23 Q. If we go to page 31 {LFB00031977/31}, on page 2 of the
 24 letter, you can see that the first bullet point at the
 25 top of the page reads as follows:

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1 "Evaluate the performance of the Fire Consultant
 2 and, resource-permitting, adopt the same approach to
 3 completing the FRAs of the medium and also the low-risk
 4 properties. Aim to undertake the programme of
 5 medium-risk FRAs at the conclusion of the high-risk
 6 programme. Aim to commence the low-risk programme
 7 immediately on completion of the medium-risk project."
 8 Can you help us with what was discussed in terms of
 9 evaluating the performance of the fire consultant?
 10 A. No, I'm afraid I can't.
 11 Q. Do you know how either the TMO or RBKC or both jointly
 12 were going to perform that evaluation?
 13 A. I can say — no, I can't, but it would probably be my
 14 expectation that it would be the TMO who would undertake
 15 the evaluation of the performance of the fire risk
 16 assessment consultant.
 17 Q. How would they do that, do you know? Did you know?
 18 A. I don't know, but if you ask me now how I would expect
 19 someone to evaluate the performance of a fire risk
 20 assessment consultant in 2021, then you would have
 21 an audit undertaken of fire risk assessments, and you
 22 may even bring in a regular auditor to undertake
 23 a review periodically of, say, 5% or 10% of the risk
 24 assessments to have a look at the quality of them in
 25 order to make sure that they were up to date.

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1 Q. Yes, I'm not asking you about —
 2 A. No, I know, I know you're not asking me —
 3 Q. I'm asking you about 2010, and I just want to know
 4 whether as a matter of fact at the time there was any
 5 thinking, as far as you know, about how it was or what
 6 process would be adopted to conduct this evaluation.
 7 Can you help us?
 8 A. I do not remember what or — I do not remember what the
 9 process was for evaluating the performance of the fire
 10 risk assessment consultant.
 11 Q. Right.
 12 Do you remember whether there were any criteria or
 13 standards agreed or to which LFB referred against which
 14 this evaluation would take place?
 15 A. I do not know. It may have been discussed with members
 16 of my team who were undertaking the regular
 17 conversations with the TMO, but I — it wasn't discussed
 18 with myself, as far as I remember.
 19 Q. Then if you look below the bullet points on page 31
 20 there, page 2 of the letter, it goes on to say:
 21 "Additionally, we can confirm that in order to
 22 effectively progress the recommendations from the
 23 assessment reports in a timely manner TMO officers have
 24 established a Working Group which meets every two weeks.
 25 This Working Group discusses in detail each report that

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1 is received and agrees a responsible person and
 2 a timescale to progress each action."
 3 Were you aware what that working group was for?
 4 A. No.
 5 Q. Was it actually ever set up, do you know?
 6 A. I don't know.
 7 Q. Were you, as a signatory of this letter, not keen to
 8 make sure that it was?
 9 A. Unfortunately, with the passage of time, I can't
 10 remember. Clearly I have signed this letter, clearly
 11 I understood that the TMO were taking action in order to
 12 make sure that place, and I think it would be my
 13 assumption that the TMO would set up the working group
 14 and it would meet every two weeks, I had no reason to
 15 believe that the TMO wouldn't, and then it would be my
 16 understanding that anything that revolved(sic) regular
 17 monitoring of TMO actions that they had made
 18 a commitment to would be raised through the regular
 19 meetings that were undertaken as part of the performance
 20 monitoring of the TMO, which didn't necessarily involve
 21 myself.
 22 Q. Would it be fair to say, looking at this letter and
 23 standing back from it, that by at least January 2010,
 24 this question of the deficiencies in TMO's historic FRAs
 25 had not only been brought to your attention, but that

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1 you and Mr Black, the two senior people in each
 2 organisation responsible, had not only addressed the
 3 problem but actually gone to the LFB and were promising
 4 how you were going to continue to address the problem?
 5 A. I think that's what the letter says, yes.
 6 Q. Yes. In the light of that, can you explain why
 7 thereafter you didn't keep a grip on it, at least to
 8 make sure that what is said in this letter the TMO would
 9 do was done?
 10 A. I cannot explain that.
 11 Q. Right.
 12 Can we then look at something a little bit later in
 13 2010, which is Jean Daintith's PEEPs email. That's
 14 a rather obscure title, but can we look at
 15 {RBK00026862}.

16 This is an email of 28 September 2010, which you
 17 produced as your exhibit LJ/27, and it begins with
 18 an email from Jean Daintith, if you look down, please,
 19 to page 2 {RBK00026862/2}, with her sending Robert Black
 20 and Brian Deans at LFB an article on fire safety
 21 research. That's how it begins.
 22 We can see that Robert Black responds on
 23 30 September, if you look at page 1 {RBK00026862/1}, to
 24 Jean Daintith and Brian Deans, and he copies in both
 25 Janice Wray and you. He says in the second paragraph:

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1 "I feel it is worth reiterating that as we have now
 2 completed the fire risk assessments on all of our
 3 potentially high risk — which includes all of our
 4 high-rise — blocks and in each case the evacuation
 5 strategy has been confirmed as being 'stay put — defend
 6 in place'. Specifically, the assessments have confirmed
 7 that because these blocks consist of purpose-built,
 8 self-contained dwellings and the compartmentation is
 9 good, if a fire were to break out elsewhere in the block
 10 the residents would be safe to stay put. Obviously if
 11 the fire was within their flat they should evacuate
 12 immediately."
 13 Just pausing there, were you familiar at this
 14 time — this is late September 2010 — with the concept
 15 of the stay-put strategy?
 16 A. Yes, I was.
 17 Q. Was there ever any discussion about whether the stay-put
 18 strategy was suitable for all of the high-rise buildings
 19 in the TMO's stock?
 20 A. I don't remember there being a specific discussion about
 21 individual blocks, I just — I understood that it was
 22 a stay-put strategy. That's what I understood.
 23 Q. Right.
 24 A. I did not know if there was a differentiation between
 25 different blocks.

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1 Q. I see.
 2 Do you remember ever having any discussion about
 3 what arrangements should be made for full or partial
 4 evacuation of any particular block or any particular
 5 group of blocks in the event that the stay-put strategy
 6 was abandoned?
 7 A. No.
 8 Q. Going on with the email, he says in the next paragraph:
 9 "However, with regard to emergency procedures for
 10 disabled residents we are aiming to produce Personal
 11 Emergency Evacuation Plans (PEEPs). Specifically, as
 12 and when people's disabilities are brought to our
 13 attention there is a need to produce a PEEP to clearly
 14 identify what their emergency procedures would be and if
 15 necessary to fit devices to help give them early warning
 16 of fire.
 17 "In truth to date we have only done this in a small
 18 number of cases — most notably where residents had no
 19 hearing and impaired speech and/or were blind — and we
 20 liaised with the LFB to fit the most appropriate
 21 detector. However, the fire risk assessments have
 22 clearly identified the need for us to extend this work
 23 in relation to residents known by us to have
 24 disabilities."
 25 I'll just continue over the page {RBK00026862/2}:

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1 "The FRAs themselves have sometimes identified
 2 individual residents who we should target and the TP
 3 Tracker and 'Big Wow' work will clearly identify others.
 4 We were planning to work with the new FRA consultant to
 5 produce generic PEEPs for larger blocks that could then
 6 be personalised to individuals needs."
 7 Just out of interest, what was the "big wow"
 8 project?
 9 A. I don't remember. I don't remember the TMO having a big
 10 wow, but ... I can't provide you with any more answer
 11 that will elucidate that particular question.
 12 Q. All right.
 13 Were you familiar at the time with the concept of
 14 personal emergency evacuation plans?
 15 A. Only as a result of the article that Claire Wise had
 16 written, who was a member of my team.
 17 Q. So as a result of this exchange?
 18 A. Yes.
 19 Q. I see.
 20 Do you know if the TMO ever in fact produced PEEPs
 21 for any of its housing stock across the board?
 22 A. I don't know.
 23 Q. What about in particular for Grenfell Tower?
 24 A. I don't know.
 25 Q. Can we go to your second witness statement — well, we

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1 don't need to go to it, but you say at paragraph 22 of
 2 your second witness statement {RBK00054420/7} that you
 3 didn't follow up on whether the TMO produced PEEPs.
 4 A. That's correct.
 5 Q. Why is that?
 6 A. It was an item that I had discussed with Robert Black
 7 and then I left it to the TMO in order to be able to
 8 take that forward, and I didn't follow it up any
 9 further.
 10 Q. Right. Do you know why you didn't follow it up, you
 11 just left it to him?
 12 A. I just left it to the TMO to take action on that
 13 account.
 14 Q. Right.
 15 Are you aware of the fact that the TMO produced no
 16 PEEPs in respect of Grenfell Tower at all?
 17 A. I am now, but I wasn't in 2010.
 18 Q. Do you agree that it's a failure of RBKC's oversight
 19 that PEEPs were not produced by the TMO specifically for
 20 Grenfell Tower?
 21 A. Well, PEEPs, as I understand it, were not a statutory
 22 requirement.
 23 Q. Well, never mind that. Do you agree that it was
 24 a failure of RBKC's oversight, given Robert Black's
 25 statements in this email, that PEEPs were not produced

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1 by the TMO?
 2 A. I would agree that I should have taken action in order
 3 to follow up that with Robert Black to enquire further
 4 as to whether PEEPs were actually being produced, but
 5 I didn't.
 6 Q. Can I then ask you to look at {RBK00001176}. This is
 7 about fire safety protocol.
 8 This is an email exchange between you,
 9 Kevin Thompson, who was interim head of service,
 10 residential operations, environmental health and
 11 Trading Standards, and also Janice Wray from
 12 mid-December 2010, and it bears the subject line
 13 "Fire Safety Protocol".
 14 Can we look at page 2 in that email run
 15 {RBK00001176/2}, please, and there you will find
 16 an email of 14 December from Kevin Thompson to you with
 17 that title. He starts by saying:
 18 "Hi Laura,
 19 "The legal framework for fire safety in residential
 20 accommodation is complex and overlapping. The Housing
 21 Act 2004 gives duties and powers to RBKC as local
 22 housing authority and the Fire Safety (regulatory reform
 23 order) 2005 gives duties and powers to the Fire
 24 Authority. These can apply at the same time in the same
 25 premises. There is therefore scope for, at best

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1 duplication and at worst, conflict."
 2 Then he goes on, four paragraphs down, to say:
 3 "Fire safety enforcement in council-owned stock is
 4 the responsibility of the Fire and Rescue Authority
 5 under the Fire Safety (regulatory reform order) 2005.
 6 This requires the relevant person (in this case the TMO)
 7 to undertake fire risk assessments and take all
 8 reasonable steps to ensure fire safety in all their
 9 premises including the large purpose built blocks. The
 10 fire safety protocol contains obligations for RBKC which
 11 need amending to be fit for purpose. I suggest the
 12 following amended wording:
 13 "What will RBKC do?
 14 " ■ 'Kensington and Chelsea TMO will undertake the
 15 monitoring and inspection of premises they manage to
 16 ensure adequate fire safety in compliance with their
 17 duty under The Regulatory Reform (Fire Safety) Order
 18 2005.' (section 4, bullet point 2).
 19 " ■ 'RBKC cannot enforce in premises it owns but
 20 where deficiencies are identified it will seek to ensure
 21 that the Kensington and Chelsea TMO comply with their
 22 contractual obligations and legal responsibilities under
 23 the Regulatory Reform (Fire Safety) Order 2005 to ensure
 24 adequate fire safety ..."
 25 Then he goes on to note, he says:

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1 "The first bullet point merely reflects the
 2 requirements of the law applicable to the TMO so brings
 3 nothing new. However, the second point puts a clear
 4 onus on the Council. This is surely something we want
 5 to do anyway but could I have your comments please. The
 6 bulk of the protocol is good news for the private sector
 7 and I am keen to have us sign up to it but am conscious
 8 of this obligation in relation to the TMO stock."
 9 Now, I've read that at length to you so that you can
 10 understand what it is you're responding to when you do.
 11 If we go to page 1 {RBK00001176/1}, we see your
 12 response. It's the next day, 15 December 2010, to
 13 Janice Wray and Robert Black — in fact, it's not
 14 a response, it's a forward:
 15 "Janice & Robert,
 16 "Please find attached and below from Kevin in EH
 17 about fire safety and agreed protocols.
 18 "He has suggested a form of wording with regard to
 19 duties and responsibilities for both RBKC and the TMO.
 20 I don't have any objection but before agreeing I would
 21 really appreciate your thoughts."
 22 Then at the top of the page, Janice Wray comes back
 23 to you the following day, 16 December 2010, and says:
 24 "Laura
 25 "Have had a look at the protocol and it seems fine,

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1 however, I would like to run it past our Fire Risk
 2 Assessor in case I have missed something. Will ask him
 3 to come back to me asap with any comments."
 4 Now, just looking at what was said about RBKC's
 5 obligations or proposed obligations, did you understand
 6 from this exchange that the form of words that was being
 7 proposed was an obligation on RBKC to ensure that the
 8 TMO complied with its contractual and legal obligations?
 9 A. Could we go down — —
 10 Q. Yes, of course, down, please, to the bottom of page 2
 11 {RBK00001176/2}. In other words, in premises which RBKC
 12 owns itself, it would be either assuming or confirming
 13 obligations to ensure that the TMO comply with their
 14 contractual obligations and legal responsibilities .
 15 A. Yes.
 16 Q. Do you know what had prompted that suggested insertion
 17 into or change to the protocol at that point,
 18 December 2010?
 19 A. No, I don't.
 20 Q. Can we look at {LFB00032248}. This is the actual
 21 protocol agreed between the LFEPA and RBKC, as you can
 22 see there. That's the first page of it .
 23 If you go to the second page, page 2
 24 {LFB00032248/2}, you can see that it's dated
 25 1 October 2011 and reviewed or to be reviewed on

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1 1 October 2012. So this is a slightly later version or
 2 perhaps comes a little bit later than December 2010.
 3 If you go to page 8 {LFB00032248/8}, please, we can
 4 see that it 's signed by Paul Morse on behalf of RBKC.
 5 He is the director of environmental health. Do you see
 6 that?
 7 A. Yes.
 8 Q. He signs it on 17 November 2011. Steve Turek, the
 9 assistant commissioner for the LFEPA, signs it on
 10 20 February 2012.
 11 Do you remember seeing this document at the time?
 12 A. No.
 13 Q. Have you ever seen it before?
 14 A. I don't believe I have.
 15 Q. Even though it appears to have been sent to you in
 16 December 2010?
 17 A. If it was sent to me, I would have read it. I don't
 18 recollect seeing it .
 19 Q. Right.
 20 This is, to be fair to you, a final signed version;
 21 you don't recall seeing an earlier draft?
 22 A. No, I don't.
 23 Q. Right. Let's see how we go with it.
 24 Can we go to page 4 {LFB00032248/4}, please. On
 25 page 4 you can see it says at the bottom of the page:

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1 "What will The Royal Borough of Kensington and
 2 Chelsea do?"
 3 And there are some bullet points:
 4 " ■ RBKC will undertake, in line with their statutory
 5 requirements, the monitoring and inspection of premises
 6 identified in Section 3 of this protocol.
 7 " ■ RBKC will undertake the monitoring and inspection
 8 of their own premises to ensure adequate fire safety
 9 standards.
 10 " ■ RBKC will enforce fire safety standards in
 11 accordance with the provisions of the Housing Act 2004
 12 and the HHSRS, having regard to relevant documents
 13 published by the Government including, 'Fire Safety Risk
 14 Assessment: Sleeping Accommodation' ... statutory
 15 operating guidance on the HHSRS and in accordance with
 16 any guidance jointly agreed with LFEPA.
 17 " ■ RBKC will, when taking enforcement action under
 18 the Housing Act 2004, have regard to the Fire Safety
 19 Order.
 20 "As RBKC cannot enforce in its own premises it will
 21 ensure that when deficiencies are identified it takes
 22 appropriate action in a timely manner to ensure
 23 acceptable fire safety standards are maintained and
 24 achieved in these premises."
 25 Then the last bullet point is about:

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1 "... a suitable means of complying with fire safety
 2 requirements, it will also:
 3 " — Ensure guidance accompanies all statutory notices
 4 informing owners/landlords of the need to undertake
 5 their own fire risk assessment.
 6 " — Ensure that in any relevant notice, the schedule
 7 of work is drafted in such a way as to offer the
 8 owner/landlord the opportunity to bring forward
 9 alternatives means of complying in accordance with their
 10 own fire risk assessment.
 11 " — Where such alternatives are brought forward by
 12 the owner/landlord, RBKC will consult with LFEPA."
 13 Now, there is no reference in there to the TMO.
 14 Do you know why Kevin Thompson's suggested
 15 amendments that we saw in the email to you in December
 16 2010 don't appear to have been carried into the final
 17 draft?
 18 A. No, I'm afraid you would have to ask Kevin Thompson.
 19 Q. Well, okay.
 20 Did the protocol as signed as I'm showing it to you
 21 reflect your understanding at the time — — this is
 22 2010/2011 — — of RBKC's responsibilities to ensure
 23 monitoring and inspection of their own premises?
 24 A. I have no reason to dispute what's in this document.
 25 Q. Right.

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1 Do you know how RBKC went about, as it says in the
 2 second bullet point on page 2, in the indent, ensuring
 3 that when deficiencies are identified, it, that's RBKC,
 4 takes appropriate action in a timely manner to ensure
 5 acceptable fire safety standards are maintained and
 6 achieved in those premises?
 7 A. If in the case of the TMO, then it would have been
 8 requesting the TMO undertake the works required to
 9 remedy the deficiency notices.
 10 Q. And do you accept that under this protocol, as agreed by
 11 RBKC, RBKC was agreeing with the LFEPA that it itself
 12 was obliged to ensure that appropriate action was taken?
 13 A. Yes.
 14 MR MILLETT: Mr Chairman, is that a convenient moment?
 15 SIR MARTIN MOORE-BICK: Yes, I think it is, thank you very
 16 much.
 17 I think we'll have a break now, Ms Johnson, so we
 18 can all get some lunch. We will resume at 2 o'clock,
 19 please. Again, please don't talk to anyone about your
 20 evidence or anything relating to it over the break.
 21 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: Right, Ms Johnson, ready to carry
 3 on?
 4 THE WITNESS: As ready as I'll ever be.
 5 SIR MARTIN MOORE-BICK: Good. Thank you very much.
 6 Yes, Mr Millett.
 7 MR MILLETT: Yes, Mr Chairman, thank you.
 8 Ms Johnson, we're still on the topic of TMO
 9 scrutiny. Can I ask you, please, to look at
 10 {RBK00030047}.
 11 Now, this is a document entitled "TMO (HRA) meeting
 12 17/11/09", and you are recorded as being in attendance,
 13 together with others, including Mr Robert Black and
 14 Pam Sedgwick, whose name you can see there, and also
 15 Celia Caliskan:
 16 "1. Purpose of the meeting.
 17 "1.1 Pam explained that before the Improvement Plan
 18 meetings a quarterly meeting was held to discuss TMO
 19 business and performance."
 20 If we go to paragraph 2.6 on page 2 {RBK00030047/2}
 21 you can see that the minutes record as follows:
 22 "Fire Brigade Issues — The TMO has told the
 23 Fire Brigade that they must be involved and kept
 24 informed of what is happening. The Business Plan needs
 25 to take account of any strategic issues and this

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1 requires further discussion. The risk assessments
 2 undertaken gave the same results as those undertaken by
 3 the TMO."
 4 Do you know what was meant there by the strategic
 5 issues that required further consideration?
 6 A. No.
 7 Q. Did you understand that LFB's issues or concerns about
 8 the risk assessments had now been resolved or not?
 9 A. I don't remember, to be honest, it's from November 2009
 10 and I can't remember.
 11 Q. Right. Is this the first time you have seen this
 12 document since —
 13 A. Since 2009, yes.
 14 Q. You weren't shown this during the course of your
 15 composition of your witness statements?
 16 A. No.
 17 Q. Right.
 18 Can we look at page 4 {RBK00030047/4}, please,
 19 I want to show you the last—but—one paragraph,
 20 paragraph 9.4. It says this:
 21 "Laura said she was very pleased with the progress
 22 being made against the Improvement Plan and the Business
 23 Plan."
 24 Now, clearly at that stage you were aware of the
 25 improvement plan and what it required and the business

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1 plan and what it required.
 2 A. Yes.
 3 Q. Were you concerned at that point any longer about any of
 4 the issues previously raised by the LFB?
 5 A. I don't remember.
 6 Q. Right. It's quite a broad statement. Were there any
 7 lingering concerns that you thought needed to be
 8 pursued?
 9 A. If I had thought there had been any lingering concerns
 10 then I'm sure they would have been documented in this
 11 piece of — in these notes of these minutes, but as
 12 I have made a statement at 9.4 to say that I was pleased
 13 with the progress in the improvement plan and the
 14 business plan, then I'm sure I didn't have any lingering
 15 concerns.
 16 Q. Can we then look at {TMO00847363}. This is a report by
 17 the executive director for housing, health and adult
 18 social care and the head of housing dated 24 June 2010,
 19 or for a meeting on that date. It's a report on TMO
 20 performance 2009/2010 and TMO performance agreement
 21 2010/2011.
 22 I think it's right, isn't it, that this was
 23 a familiar format or type of report that would be
 24 produced from 2009 onwards?
 25 A. Yes, that's correct.

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1 Q. And signed by you; yes?
 2 A. Yes, that's correct.
 3 Q. Yes.
 4 Again, we can see your name at page 3
 5 {TMO00847363/3}, above that of Jean Daintith.
 6 Again, can we take it that, although you weren't
 7 responsible for the primary drafting of this document,
 8 you would have read it, approved it and would not have
 9 signed it unless you had approved it?
 10 A. That's correct.
 11 Q. Now, can we look, please, at paragraph 3 on page 2
 12 {TMO00847363/2}. We can see there that paragraph 2
 13 covers TMO performance and paragraph 3 covers conclusion
 14 for 2009/10.
 15 You can see by the absence there of any reference
 16 that there is no reference to the Salvus management
 17 report that we saw earlier about the TMO's fire safety
 18 management systems from September 2009, is there?
 19 A. No.
 20 Q. Nor is there any mention there of the LFB's threatened
 21 enforcement notice, albeit of course, as we know, no
 22 enforcement notice was ultimately served.
 23 A. No, there isn't.
 24 Q. Do you know why that's not there?
 25 A. No, I don't.

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1 Q. Do you know why there is no reference to the Salvus
 2 report?
 3 A. This was a cover report that went with a more detailed
 4 report. So I can't account for it not being mentioned
 5 in the cover report, it may well be mentioned in the
 6 more detailed report that goes with it.
 7 Q. Right.
 8 A. If it's not, then I can't account for why it is not in
 9 the cover report or why it is not in the more detailed
 10 report.
 11 Q. Looking at paragraph 3.1 in particular, it says:
 12 "The TMO has had a positive year with tangible
 13 performance improvements. Since the completion of the
 14 Improvement Plan in early January the TMO has been
 15 implementing the key strategies and working practices
 16 developed as part of the Improvement Plan and embedded
 17 in the new Business Plan; this will lead to continuing
 18 improvement in service delivery and further
 19 organisational benefits."
 20 Now, the positive year there is described, but that
 21 wasn't the case in respect of fire safety, was it?
 22 A. Clearly not.
 23 Q. No. Do you know why the exception for fire safety was
 24 not drawn to the attention of the scrutiny committee?
 25 A. No, I can't account for it now.

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1 Q. Could we go to page 7 {TMO00847363/7}, please, and look
 2 at paragraph 5.1. This is, I should tell you — I'm so
 3 sorry, I should have been clearer. If you go to page 5
 4 {TMO00847363/5}, you will see what this is. This is the
 5 "Report on Tenant Management Organisation". Is this
 6 what you referred to as the detailed report?
 7 A. That's exactly right.
 8 Q. Okay, so that's appendix 1, and you can see the
 9 executive summary there.
 10 If you go to page 7 {TMO00847363/7}, you can see on
 11 that page item 5, "Audits". 5.1:
 12 "The table below shows all the audits that have been
 13 carried out by the Council on the TMO in 09/10 financial
 14 year."
 15 Then there is a box and you can see what's in the
 16 box there: the stage reached, quarter, assurance and
 17 risk.
 18 You can see, if you cast your eye down the box, that
 19 the assurances were all, bar one, satisfactory,
 20 specifically in relation to the TMO's health and safety.
 21 Can you see that?
 22 A. Yes.
 23 Q. You can see that health and safety is just below halfway
 24 down, and that got a satisfactory assurance with
 25 a medium risk.

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1 Did that audit include fire safety management
 2 processes or was it a purely financial audit?
 3 A. Without having the audit in front of me, it's very hard
 4 to say, based on the fact that this is from 11 years
 5 ago, but it would — from recollection, health and
 6 safety would have included fire.
 7 Q. Right. But not just financially, but performance as
 8 well?
 9 A. Yes, but without having the audit in front of me, it's
 10 hard to say.
 11 Q. No, I understand.
 12 Are you able to explain, given the criticisms of
 13 Salvus in its fire safety management report of
 14 September 2009 and the threat of enforcement by the LFB
 15 also in 2009, how it could be correct to say that health
 16 and safety should have a satisfactory assurance and
 17 a medium risk?
 18 A. I can't provide you with an answer to that without
 19 having view of the health and safety audit, and
 20 of course health and safety, if including all areas of
 21 health and safety, then accounts for the six key areas
 22 of health and safety, which is including fire, so I can
 23 only draw the conclusion based on this top line as set
 24 out for me here that overall there was a satisfactory
 25 performance based overall on the health and safety

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1 function of the TMO.
 2 Q. Let's just take it in stages, doing the best we can
 3 without the audit that I can put my hands on
 4 immediately.
 5 Do I take it that when signing off on the
 6 accompanying report, you would have read this document?
 7 A. I would have read the audit report, yes.
 8 Q. The audit report?
 9 A. Yes.
 10 Q. When reading the audit report, would you have checked it
 11 and understood what the conclusions set out in it were
 12 based on?
 13 A. The audit reports were audits undertaken by — RBKC —
 14 the TMO commissioned RBKC to do the audits, but they
 15 could have commissioned anybody to do the audits for
 16 them, in fact. RBKC's audit function undertook that for
 17 them, but they could have had any number of
 18 organisations to do it for them. And the audits were
 19 shared with myself and shared with Robert Black and his
 20 team. It wasn't up to me to sign off the audits that
 21 the TMO had undertaken, that was between the TMO and the
 22 audit team, but I would have read the audits.
 23 Q. You would have read the audits.
 24 If you had read the audits and if — and I apologise
 25 for piling hypotheses together — there had been

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1 reference to the conclusions reached by Salvus in their
 2 fire safety management report of September, or — or
 3 perhaps and — the LFB threat of enforcement, would you
 4 have questioned how a satisfactory assurance could have
 5 been given for health and safety?
 6 A. I may well have done, but, as I said, it wasn't up to me
 7 to sign off the audits because they were done between
 8 the TMO and RBKC audit. But, as I haven't got the
 9 report in front of me, I really can't comment.
 10 Q. Well, you say it wasn't up to you to sign off the audits
 11 because they weren't(sic) done between the TMO and RBKC
 12 audit, but it was your responsibility and you were
 13 taking responsibility not just for describing the audit
 14 report but presenting it.
 15 My question is: if you had known of the Salvus
 16 report and the LFB threatened enforcement, would you
 17 have examined how it could be that the audit could have
 18 concluded that health and safety got a satisfactory or
 19 medium?
 20 A. I may well have done, but it is not entirely unusual for
 21 LFB to serve enforcement notice on housing organisations
 22 for matters that have arisen that require attention, and
 23 it doesn't necessarily mean that your whole health and
 24 safety function is not satisfactory, or indeed your
 25 response to fire is not satisfactory, if they serve

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1 an enforcement notice about a particular building.
 2 I appreciate that you're referring particularly to
 3 the overall arrangement for fire risk assessments, but
 4 if you were to — it is — I may well have looked at
 5 that, had I seen the Salvus report — and I can't
 6 remember whether I did or not — and taken a look at
 7 that and wondered why — what the references were, but
 8 this is purely hypothetical because I don't remember
 9 reading the audit. I would have done, but I don't
 10 remember.
 11 Q. What I'm trying to get at is really coming to the
 12 conclusion that in fact you didn't see the Salvus
 13 report, because had you seen the Salvus report or
 14 a summary of what the Salvus report had said, you
 15 wouldn't have sent this report up in the way you did,
 16 you would have said, "I don't understand why health and
 17 safety's got a satisfactory".
 18 A. I hope I would, but I can't guarantee it. I think it
 19 would be false for me to say that I would absolutely
 20 have acted in that manner, because I don't think that
 21 would be fair.
 22 Q. Well, can you explain to me the circumstances in which
 23 you would have looked at the Salvus report, seen the
 24 conclusions in it, but nonetheless signed off on
 25 a satisfactory assurance?

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1 A. Well, I'm not signing it off, so it's not mine to
 2 sign off. As I said, it's not my audit.
 3 Q. No, but you're presenting this document without —
 4 A. I'm presenting this document as a record.
 5 Q. No, with great respect, you're not. That is why
 6 I started where I started, which is your conclusion at
 7 paragraph 3.1, at page 2 {TMO00847363/2}. Let's go back
 8 to it.
 9 You are, are you not, endorsing the findings of the
 10 audit there?
 11 A. Yes, I am.
 12 Q. Yes. And let me put it to you this way: would you, if
 13 you had seen the Salvus report and/or the facts of the
 14 LFB enforcement, have been able to sign off in that way
 15 together with the underlying audit report?
 16 A. Quite honestly, I don't know.
 17 Q. My suggestion to you is that either you didn't see or
 18 didn't know about those matters, in which case that was
 19 a failure of RBKC oversight, or you did, in which case
 20 you dropped the ball?
 21 A. You're very welcome to draw that conclusion.
 22 Q. Thank you.
 23 While we're on this document, can I ask you to go to
 24 page 6 {TMO00847363/6}, please, and in the middle of the
 25 page there is a pre—penultimate bullet point above

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1 "Performance Information":
 2 "A new customer feedback system called TP tracker to
 3 measure customer satisfaction monthly and a new customer
 4 complaint procedure were introduced early in the year.
 5 The systems will need at least another two quarters to
 6 bed in before meaningful data will be produced."
 7 Did you know any more at that time, or ever perhaps,
 8 about what the TP tracker was?
 9 A. I did at the time know more about it, but I can't
 10 recollect now.
 11 Q. Right.
 12 Did you understand at the time, or indeed ever, that
 13 it was said to be a system to retain data about
 14 residents with disabilities?
 15 A. I don't remember knowing that.
 16 Q. Right.
 17 I now want to turn to the TMO performance reviews.
 18 Very similar to this document, but moving forward in
 19 time, if I may, July 2014.
 20 Can we go, please, to {RBK00032466}, this is the TMO
 21 performance review for 2013/14 that you exhibit as
 22 LJ/20, and it's dated 10 July 2014, for the housing and
 23 property scrutiny committee.
 24 Again, if we can just look down it to the next page
 25 or two to page 3 {RBK00032466/3}, it follows really

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1 quite similarly the pattern of what we saw in the
 2 2009/2010 version of this version, and on page 3 we see
 3 your name; yes?
 4 A. Yes.
 5 Q. Again, can we assume that, although you didn't draft it,
 6 you read it through and approved it and wouldn't have
 7 approved it unless you were happy with it?
 8 A. Yes.
 9 Q. Yes.
 10 Can we look at appendix 1, please, which — well,
 11 in fact, before I take you to that, I should just sight
 12 you on paragraph 3, "Conclusion for 2013/14":
 13 "A challenging and rewarding year for the TMO.
 14 Performance against key indicators and audits has
 15 achieved good results and it has delivered in terms of
 16 setting up Repairs Direct, increasing resident
 17 engagement and resident satisfaction, reducing rent
 18 arrears to the lowest ever level as well as delivering
 19 new homes, improving the management of commercial
 20 opportunities and parking and spending the capital
 21 programme to maintain and improve the stock. All of
 22 which have ensured that the TMO has met the terms set
 23 out in the 2013/14 Performance Agreement."
 24 Sorry to read that out at length, but it's important
 25 you see that that is your conclusion.

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1 Then if we move on, please, to appendix 1 on page 4
 2 {RBK00032466/4}, we have what I think you call — is
 3 this the audit report? It's actually called the annual
 4 review, but maybe nothing turns on that.
 5 A. It's not an audit report.
 6 Q. It's an annual review?
 7 A. Yes.
 8 Q. Who actually compiled this part of this document, do you
 9 know?
 10 A. I don't know exactly who did it, but it may have been
 11 Celia Caliskan.
 12 Q. Right. Why do you say that?
 13 A. Because she put together the — she compiled the report
 14 with help from officers at the TMO.
 15 Q. I see.
 16 Now, if you — well, if I can ask you this: was any
 17 scrutiny applied to this document by anyone at RBKC?
 18 You say that Celia Caliskan would have drafted it with
 19 the TMO.
 20 A. Yes.
 21 Q. How did that work? Did Celia Caliskan get presented
 22 with material from the TMO which she scrutinised or was
 23 it a joint working effort?
 24 A. It was somewhat of a joint working effort. So she would
 25 ask the TMO for information in order to help put

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1 together this report. They would provide her with
 2 information or draft various bits of the report that she
 3 would then review and amend, and she would go through it
 4 and then probably discuss it with Amanda Johnson.
 5 Q. So some of this drafting would be done by the TMO
 6 themselves?
 7 A. Yes, that's correct.
 8 Q. Is that right?
 9 A. Yes.
 10 Q. I see. Let's see if we can spot any of that.
 11 Can we look at appendix 1, paragraph 2 on page 4,
 12 please. It says:
 13 "Purpose of the Report.
 14 "The purpose of this report is to assess the TMO's
 15 performance over the last year, commenting on the
 16 various aspects of their activity in the borough which
 17 contribute to the Council's strategic priorities."
 18 So is this right: in assisting with the drafting of
 19 this, the TMO was assisting in the drafting of
 20 an assessment of its own performance?
 21 A. It was helping to provide the information on their
 22 performance, because there was no one else to provide
 23 information on their performance. It was only the TMO
 24 that can provide information on their performance.
 25 Q. Yes. Was the TMO's input limited simply to the

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1 provision of factual information, or did they actually
 2 assist in drafting those parts which could be said to be
 3 the exercise of judgement, do you know?
 4 A. I don't know in any detail, to be honest with you. It
 5 may well have been a mix.
 6 Q. Right, okay.
 7 If we look at paragraph 3.1, "Performance
 8 Indicators":
 9 "The PI suite reflects the continued themes this
 10 year. The targets set have taken account of the
 11 potential implications the welfare reform legislation
 12 might have, particularly in relation to rent arrears."
 13 Then if we look down a little further, on the next
 14 page {RBK00032466/5}, please, there is a bullet point
 15 which says, "The Test of Opinion". It says:
 16 "The Test of Opinion undertaken as part of the MMA
 17 shows the satisfaction ratings amongst tenants and
 18 leaseholders has increased from 66% previously in 2006
 19 to 75%."
 20 Do you know who drafted that?
 21 A. No.
 22 Q. Can we look at your first witness statement, please, at
 23 page 23 {RBK00034943/23}, and look at paragraph 95 on
 24 that page. This is under the heading "General
 25 Fire Safety Measures across Housing Stock", and you say:

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1 "I will set out below details from the TMO
 2 Performance Reviews relating to fire safety from the
 3 years 2013 to 2016. The generally positive results
 4 indicated that the TMO were meeting their KPIs on fire
 5 safety across the housing stock in general."
 6 KPIs are of course key performance indicators.
 7 Was that your own opinion there?
 8 A. Actually I've amended that particular paragraph in
 9 a subsequent submission to the Inquiry.
 10 Q. Yes.
 11 A. So that was my opinion based on the information in the
 12 annual reports.
 13 Q. Yes, but the statement, "The generally positive".
 14 A. Yes.
 15 Q. That was your opinion?
 16 A. That was my opinion based on the six-monthly and annual
 17 performance reports presented to scrutiny committee.
 18 Q. Right.
 19 Let's go back, then, to {RBK00032466/5}, which is
 20 what we were on a minute ago for this particular year.
 21 We can see, at pages 5, 6 and 7, just casting your eye
 22 down those pages, starting on page 5 perhaps, the KPIs
 23 and then the results against each other, can't we?
 24 A. Yes.
 25 Q. Yes. There is no reference there to any performance

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1 indicator or KPI relating to fire safety, is there?
 2 A. No, that's correct.
 3 Q. And there wasn't in this one or in any of the years
 4 subsequently.
 5 A. No, there was a general commentary about fire safety and
 6 meeting the requirements — meeting — undertaking fire
 7 risk assessments but not KPIs.
 8 Q. Right.
 9 How were you able to say that the TMO was performing
 10 well because they were meeting the KPIs if the KPIs did
 11 not include fire safety?
 12 A. As I said, I've amended that paragraph in my original
 13 statement to exclude the mention of KPIs for fire risk
 14 assessments, because that was an error in my original
 15 statement.
 16 Q. Yes, and really that takes me to this: can you explain
 17 how you made that error originally?
 18 A. As a shorthand for performance, I used the word "KPI",
 19 and it was an error on my behalf.
 20 Q. I see. All right.
 21 Now, let's just look at the rest of the review on
 22 page 7 {RBK00032466/7} and onwards under paragraph 3.2,
 23 and I think this will also lead to the same answer,
 24 given what you have just said.
 25 These are reports on various aspects of the TMO's

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1 activities but not part of the KPI monitoring
 2 themselves; is that right?
 3 A. Rent collection are KPIs, and arrears.
 4 Q. Right.
 5 A. So all of these with happy and smiley faces with
 6 percentage against them are key performance indicators.
 7 Q. No, I'm so sorry. Paragraph 3.2 onwards is what I was
 8 looking at, if you look at the lower part of the screen.
 9 A. Yes.
 10 Q. My fault, I should have directed your eye to that.
 11 There's audits at the bottom of page 7.
 12 A. Yes.
 13 Q. And that's not part of the KPI system, is it?
 14 A. No.
 15 Q. No, and then if you look at page 8 {RBK00032466/8}, it
 16 goes on, 3.3, "Understand and respond to the impact of
 17 welfare reform", and on.
 18 So this part of this document is not about KPIs, is
 19 it?
 20 A. No, it's just a general commentary on performance.
 21 Q. Yes, thank you.
 22 If you go on to page 15 {RBK00032466/15} at
 23 section 3.9, against that confirmation, you can see that
 24 this is where the report covers health and safety, can't
 25 you?

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1 A. Yes, that's correct.

2 Q. And under that, if you look at the bottom of page 15,

3 you can see that it includes fire safety, as well as

4 cleanliness —

5 A. Yes.

6 Q. — in the box on the left. Then it says:

7 "The TMO continues to work with the London

8 Fire Brigade (LFB) and RBKC to ensure that residents are

9 safe and the risk of fire in blocks is minimised. The

10 programme of communal area Fire Risk Assessments (FRAs)

11 and their reviews continue. Further significant

12 progress has been made to address the recommendations

13 made by these FRAs."

14 What was meant there by significant progress?

15 A. I don't know specifically in this case, but I presume

16 that the TMO had had in place now a comprehensive set of

17 fire risk assessments which were — which looked at —

18 based on risk of buildings that were high risk, medium

19 risk and low risk, and had a set of actions that came

20 out of those fire risk assessments that they were then

21 addressing through a programme of remediation.

22 Q. Who made the judgement that there had been significant

23 progress?

24 A. This paragraph would have been drafted between

25 Janice Wray and Celia Caliskan to look at what had

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1 happened over the period of the last six months to

2 a year.

3 Q. Does that tell us that Janice Wray was herself involved

4 in assessment of something for which she was

5 responsible?

6 A. Janice Wray was helping us to draft that report, yes.

7 Q. So she was to that extent marking her own homework?

8 A. You could look at it like that, but we didn't have that

9 level of forensic detail in terms of looking at what the

10 work of the health and safety team were, so we would

11 have taken it from Janice that there was progress being

12 made and she would have then been asked to set out how

13 that was taking place.

14 Q. What was to stop you thinking to yourself: well, she

15 would say that anyway, wouldn't she?

16 A. Well, I could have thought that, but Janice Wray is

17 a very good officer for the TMO and did a very good job

18 for them, and I have no reason to believe that she was

19 lying or duplicitous.

20 Q. I'm not suggesting for one moment that she was either

21 lying or duplicitous, what I'm really seeking to get at

22 is why you thought it was appropriate that Janice Wray

23 should play any part at all in the judgement of her own

24 work.

25 A. I didn't view it in that context. I can understand how

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1 you may take that view, but we're asking for the TMO to

2 provide information on their performance and what has

3 happened over the previous six months, and this is

4 a document setting out to scrutiny committee what has

5 taken place.

6 Q. Did you appreciate that there is a distinction between

7 providing information to you so that you could judge

8 their performance and then providing you with their own

9 judgement of their performance?

10 A. Yes, I can understand that, but I don't think there's

11 really anything — I think for the TMO working with

12 Celia and Amanda to say that they had made significant

13 progress — if they hadn't made significant progress and

14 we had found that actually nothing had changed then that

15 statement wouldn't have been in there, that would have

16 been challenged by Celia in the drafting.

17 Q. Did you have any personal oversight of these matters?

18 A. Not personally, no, because I didn't go down into that

19 level of detail, bearing in mind that the nature of my

20 job was quite often very general in terms of its view of

21 what was taking place at the TMO.

22 Q. What was RBKC's oversight of the progress with FRA

23 recommendations at this stage?

24 A. I wasn't involved in the progress — in the oversight of

25 the progress against fire risk assessments, and that's

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1 really a question that I suggest you ask Amanda Johnson.

2 Q. Right.

3 Can we go to {RBK00003649}, please. This is the

4 2014/15 annual review, so similar format again,

5 9 July 2015.

6 If we go down to page 3 {RBK00003649/3}, we will see

7 again your name, director of housing.

8 Again, I'm going to assume, unless you tell me

9 otherwise, that although you didn't draft it, you would

10 have satisfied yourself that it was appropriate and

11 accurate —

12 A. Yes.

13 Q. — to bear your name.

14 Again, we see conclusions bottom of page 2

15 {RBK00003649/2}, over to page 3, the first part of

16 paragraph 3.1:

17 "The TMO's performance across a range of housing

18 services areas has been very good this year."

19 Do you see that?

20 A. Yes.

21 Q. Can we please go to page 13 {RBK00003649/13} in this

22 document, paragraph 3.7, under the annual review which

23 starts in fact on page 4.

24 Paragraph 3.7, "Health and Safety", and again we

25 have the same rubric on the left-hand side that we've

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1 seen for the previous year, and on the right—hand side
 2 we have a lengthy dissertation on the health and safety
 3 action plan. It says that's been introduced:
 4 " ... to facilitate monitoring of compliance with
 5 legislation and good practice by the KCTMO H&S
 6 Committee. Progress has been noted with ..."
 7 Then there are a large number of bullet points, the
 8 second of which says:
 9 " ■ The programme of Fire Risk Assessments & reviews
 10 required by the Regulatory Reform (Fire Safety Order) is
 11 ongoing. (The recommendations of the best practice
 12 guidance have been adopted with regard to frequency.)
 13 " ■ The closer scrutiny of fire safety issues on the
 14 estates — investigation of fires, false fire alarm ...
 15 " ■ LFB have prioritised familiarisation visits ...
 16 " ■ Close liaison with LFB with regard to works at
 17 Grenfell Tower — local operational crews regularly
 18 attend the block and liaise with the contractors,
 19 Rydons, on progress of works, impact on fire fighting
 20 etc.
 21 " ■ Work activity and workplace risk assessments have
 22 been reviewed and updated."
 23 It goes on in that vein in relation to other
 24 subordinate matters.
 25 I have perhaps shown you too much of that than

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1 invites an answer to this question, but looking at what
 2 you have seen, does this mean that the health and safety
 3 action plan facilitated RBKC monitoring the TMO health
 4 and safety committee, or did it refer to the TMO health
 5 and safety committee monitoring the compliance of the
 6 TMO?
 7 A. The latter.
 8 Q. The latter. So, again, this is a committee within the
 9 TMO monitoring its own compliance?
 10 A. Yes.
 11 Q. Did the TMO's health and safety committee report to you
 12 or perhaps Celia Caliskan or Amanda Johnson with their
 13 findings on compliance and good practice?
 14 A. I don't know. You would have to ask Amanda Johnson or
 15 Celia Caliskan.
 16 Q. Well, you say I'd have to ask them. Do I take it from
 17 your not knowing that that they didn't, otherwise you
 18 would say yes?
 19 A. I'm saying I don't know.
 20 Q. You don't know or you don't remember?
 21 A. Could you ask me the question again, just so I'm clear?
 22 Q. Yes. Did the TMO health and safety committee report to
 23 you with their findings on compliance —
 24 A. No, they did not.
 25 Q. — and good practice?

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1 Do you know whether they reported to Celia Caliskan
 2 or Amanda Johnson?
 3 A. No, they did not, they reported in to the TMO board.
 4 Q. And did anyone on the TMO board report to Celia Caliskan
 5 or Amanda Johnson?
 6 A. No, they did not. The TMO board, as I've explained
 7 before, was made up of, I believe, 15 members, of which
 8 four were RBKC nominees, three were independents and the
 9 rest were made up of a mixture of tenants and
 10 leaseholders.
 11 Q. Yes. Did the RBKC nominees on the TMO board report to
 12 anybody in your 120—member staff group?
 13 A. No, they did not have a formal reporting relationship
 14 between myself or with Amanda Johnson or Celia Caliskan.
 15 We would meet on occasion with the RBKC nominees. Two
 16 of them were councillors, one from the minority party
 17 and one from the majority party, and then two were
 18 independents who RBKC interviewed to put forward as
 19 their nominations to the board.
 20 Q. Just —
 21 A. It used to be four councillors who sat on the TMO board,
 22 but we changed that in 2009 after the improvement plan
 23 was introduced in order to strengthen the TMO board.
 24 Q. Just to be clear, the RBKC nominees who sat on the TMO
 25 board were not expected to have open lines of

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1 communication with RBKC in respect of TMO business?
 2 A. They weren't expected to report to us on a regular basis
 3 because they're a director of a company as a board and
 4 were expected to comply with the codes of governance
 5 under that particular regime.
 6 But if they had any areas of concern, and on
 7 occasions, especially in the early days of us putting
 8 independents on the board, they would come — or they
 9 would contact me or they would contact the Cabinet
 10 member and express those concerns, but during this time,
 11 in terms of 2014/15, I don't remember the independents
 12 that sat on the — the TMO — the RBKC nominees to the
 13 TMO board expressing any particular concerns to me.
 14 They would be expected under their duties as a director
 15 of a company on a board to exercise their correct
 16 procedures in order to ensure that they ensured the good
 17 functioning of that company.
 18 Q. Now, going back to this document, when you wrote your
 19 conclusions, or rather when you approved the conclusions
 20 that had been written in the report, did you take what
 21 I've just read to you here on page 13 under
 22 paragraph 3.7.1 at face value?
 23 A. Yes, I did. If I felt — however, if I — on review of
 24 this report, if I felt any of it, based on the
 25 information that I had about the TMO, was not accurate

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1 or correct, or there was anything in here which I wasn't
 2 happy about, then I would go back to Celia and Amanda
 3 and query that. But in this case, in terms of the
 4 information that is provided here, I took it on face
 5 value as being correct.
 6 Q. So can we take it from that that you at least were never
 7 told that there were significant backlogs still being
 8 cleared down, particularly in relation to responsive
 9 repairs?
 10 A. Oh, in responsive repairs? Which is different to health
 11 and safety, so ...
 12 Q. Well, all right. It may or may not be depending on
 13 whether those responsive repairs are FRA actions.
 14 A. True. Well, I would — those responsive repairs,
 15 I would expect the TMO, if they had discussed with me,
 16 the difference between the FRA actions and responsive
 17 repairs — although they could fall under the same
 18 banner, you would expect to divide those two out. I'm
 19 not sure in the timeline really where — I suspect
 20 TMO — Repairs Direct was in place by this time, so
 21 they — I think they came in in sort of 2011, I can't
 22 remember, I'm sure you have the documentation to set it
 23 out.
 24 But I certainly was aware of backlogs of repairs
 25 during the time that both Morrisons managed the

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1 contract, there was a further contractor whose name
 2 I forget, and then because of the very difficult — very
 3 difficult getting those external contractors to
 4 undertake the responsive repair service in a way in
 5 which the TMO wanted to manage it, it was certainly
 6 brought to my attention that was extremely difficult,
 7 which helped inform the decision for the TMO to set up
 8 Repairs Direct with its own board.
 9 Q. Leaving aside responsive repairs, which I can see you
 10 have a lot to say about, did anybody tell you at this
 11 stage that there were significant backlogs being cleared
 12 down?
 13 A. I don't remember, to be honest with you.
 14 Q. Even though some of those may have been high risk.
 15 No one said to you: there are high-risk FRA items that
 16 are still yet to be cleared down?
 17 A. I don't remember somebody saying that to me
 18 specifically.
 19 Q. Right.
 20 Now, if we go back to your statement, please, at
 21 page 25 {RBK00034943/25}, let's look together at
 22 paragraph 100 there. It's a long paragraph. In it you
 23 refer to paragraph 3.6 of the 2015/2016 TMO performance
 24 agreement, and that's four-fifths of the way through the
 25 paragraph.

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1 Let's look at that document. That is {RBK00000589}.
 2 It accompanies — and this is page 1, and this is part
 3 of the July 2016 report by director of housing and town
 4 clerk and the executive director of finance, and once
 5 again, page 3 {RBK00000589/3}, your name. Once again,
 6 is it right, same process by way it came to be produced?
 7 A. Yes.
 8 Q. And page 4 {RBK00000589/4}, we can see again the by now
 9 familiar appendix 1. This is the TMO annual review for
 10 2015/2016.
 11 Can we go to page 29 {RBK00000589/29}, please, in
 12 that. You will see, under "Health and Safety", which is
 13 now 3.6, the same rubric on the left, and on the right:
 14 "The Health & Safety Action Plan will be reviewed
 15 and extended to incorporate any new areas where
 16 monitoring of compliance with legislation and good
 17 practice is required. Specifically ..."
 18 In the third bullet point down it says:
 19 "The programme of Fire Risk Assessments & reviews to
 20 continue and more work to ensure actions and
 21 recommendations from these are consistently completed in
 22 a timely manner."
 23 Were you provided with any information about what
 24 was being done about actions needed to address issues in
 25 the FRAs?

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1 A. I wasn't, but it would have been discussed with
 2 Amanda Johnson and Celia Caliskan.
 3 Q. Right. So, again, the same applies: this would have
 4 been something between them and you didn't have any
 5 oversight of any of the detail?
 6 A. I didn't have oversight of the detail, but if on
 7 Amanda Johnson's regular meetings, monthly meetings with
 8 the TMO, which had an agenda, she had felt sufficient
 9 concern about any of the items that were raised with
 10 her, then she would have brought that to my attention.
 11 But I don't remember this being an item that was
 12 specifically raised with me.
 13 Q. Right.
 14 I'm going to turn next to the question of audits.
 15 Before I do, you raised earlier with me the fact that
 16 you weren't sure whether the Salvus report was referred
 17 to in the 2009/10 health and safety audit.
 18 Let me show you that. It's {RBK00053601}. There it
 19 is. It's the final draft of the audit report dated
 20 June 2010, circulated in draft to Janice Wray and the
 21 final draft also circulated to Robert Black, and
 22 underneath that you will see both Pam Sedgwick and you.
 23 Do you see that?
 24 Now, it's a long document, and I don't want to ask
 25 you to read it all, but there it is. I take it that the

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1 answer to this is that you don't remember seeing this
 2 particular document at the time but you would have seen
 3 it?
 4 A. Correct.
 5 Q. In the sense that you can't think of a reason why you
 6 wouldn't?
 7 A. Correct.
 8 Q. Right.
 9 We have not been able to find any reference in that
 10 document to the Salvus report. You wouldn't quarrel
 11 with that, would you?
 12 A. No.
 13 Q. No.
 14 Can I ask you then about audits.
 15 Can I ask you to go, please, to {RBK00030149}. This
 16 is your report on TMO performance for 2011/2012.
 17 Again — and I think we've seen this before, because
 18 I showed you the conclusions at the foot of page 2 and
 19 your name at the foot of page 3, and appendix 1 starts
 20 on page 5.
 21 Can we go in that, please, to page 21
 22 {RBK00030149/21}, where we can see the TMO performance
 23 agreement, which is what I want to ask you about,
 24 appendix 2. It starts on page 21, as you can see, and
 25 if you go, please, to the next page, page 22

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1 {RBK00030149/22}, you can see that the audits are there
 2 set out, and the draft audit programme for the following
 3 year. You can see what's set out: service area, key
 4 client, manager and audit.
 5 Was this a list of internal TMO audits, or was it
 6 a list of audits to be performed by RBKC?
 7 A. It was a list of audits to be undertaken, as
 8 I understand it, by RBKC.
 9 Q. Right. I see.
 10 Who oversaw those audits being completed?
 11 A. Well, in terms of the TMO, then it's the name of the
 12 client on the list there, and in terms of RBKC, then it
 13 would have been the audit manager for RBKC.
 14 Q. Right. So Anthony Parkes and Rupa Bhola?
 15 A. So Anthony Parkes and Rupa Bhola are both members of the
 16 TMO.
 17 Q. Yes, that's what I thought.
 18 A. Yes.
 19 Q. So key client says Anthony Parkes. Why was he a key
 20 client if he was the TMO?
 21 A. Presumably he would have been a client of RBKC audit.
 22 Q. I see what you mean, right. So he was the audit
 23 client —
 24 A. Yes.
 25 Q. — for RBKC's audit of the TMO, where RBKC was the

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1 client?
 2 A. Yes.
 3 Q. Yes, I follow, I think.
 4 Would you read these results when they came in?
 5 A. Yes, I would.
 6 Q. Now, we can see under the heading "HR and Organisational
 7 Development", towards the bottom of the page, a box with
 8 "Fire Risk Assessments" in it. Who carried out the fire
 9 risk assessment audit?
 10 A. I don't know, unless I saw the copy of the report.
 11 Q. Right. Well, it says key client, Lornette Pemberton,
 12 but no manager. What was Lornette Pemberton's role?
 13 A. I don't remember. She was a member of the TMO. I'm not
 14 sure what her job was.
 15 Q. Right. Again, so she is the audit client by RBKC in
 16 respect of fire risk assessments.
 17 A. Yes, so, as I said, the TMO commissioned RBKC audit as
 18 though — RBKC audit could be like any of the big four
 19 audit companies who people get in to do audits, whether
 20 that be Ernst & Young or BDO. The TMO commissioned RBKC
 21 audit to do that function for them.
 22 Q. Yes. Did you normally then read the final or draft RBKC
 23 audit reports for fire risk assessments?
 24 A. I read the audits that RBKC audit undertook for the TMO
 25 in their final — I wouldn't have read the draft,

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1 I would have read the final version.
 2 Q. Does that tell us that you would have read RBKC's audit
 3 of the TMO's fire risk assessments?
 4 A. Yes, I probably would, yes.
 5 Q. I see.
 6 What sort of information would that audit that you
 7 would have read have contained?
 8 A. Well, it would depend on the terms of reference for the
 9 audit. So that would be agreed between the TMO and RBKC
 10 audit.
 11 Q. Well, tell us. You read them, what sort of information
 12 do you remember seeing in there?
 13 A. Well, it's probably been five years since I read
 14 an audit by RBKC of the TMO, so depending on the terms
 15 of reference, then it would cover, yeah, how it was run
 16 and it would look at particular areas of that service.
 17 So whether it was done in a timely manner, whether it
 18 met expectations, when it was meeting its performance
 19 indicators, and where there were any areas that it
 20 wasn't meeting that.
 21 But audits can be quite broadly or quite tightly
 22 defined, depending on how the scope of the audit is set
 23 out. So you could have an audit of a building
 24 refurbishment, for example, but it could only look at
 25 one element of that building refurbishment, ie the

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1 budget management of it. It might not necessarily look
 2 at the programme. So it really depends on how tightly
 3 the scope is —
 4 Q. Well, let's just take it in stages. I'm showing you
 5 this because it is part of appendix 2, which is the
 6 performance agreement for 2012/2013, which contains what
 7 is a draft audit programme. So this is only a draft,
 8 and it has fire risk assessments in it.
 9 Do you know whether in fact there was a final audit
 10 done by RBKC in respect of fire risk assessments for the
 11 TMO?
 12 A. I don't recollect, I'm afraid.
 13 Q. You don't.
 14 Do you remember in any other year reading a final
 15 audit done by RBKC in respect of fire risk assessments?
 16 A. I don't recollect, but as with all audit programmes, you
 17 would probably do an audit of a particular area once
 18 every three years in a cycle. So it wouldn't be the
 19 custom and practice, in my experience, that audits were
 20 undertaken of the same service every year. They would
 21 be undertaken in a cycle.
 22 Q. I think I'm right in saying that we've never seen
 23 an audit report or audit for fire risk assessments ever
 24 done by RBKC for the TMO.
 25 A. Okay.

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1 Q. That doesn't surprise you, does it?
 2 A. To be honest with you, I don't remember, you know,
 3 sort of — I read a lot of audit reports undertaken by
 4 RBKC of the TMO and I don't recollect whether fire risk
 5 assessments was one of them or not.
 6 Q. Given that we can see in this document — which I take
 7 it you're familiar with because it accompanied your 2012
 8 report — that there was going to be, at least in this
 9 draft, a fire risk assessment audit, do you know why one
 10 was never carried out?
 11 A. No, I don't.
 12 Q. Do you know who would have made the decision whether or
 13 not it should be carried out?
 14 A. That decision would have been made by — between the TMO
 15 and RBKC, so they would have reviewed the audits that
 16 were required for that year and there would have been
 17 a discussion about what fell in and fell out of the
 18 audit programme, and that would have been agreed between
 19 the client and the TMO.
 20 Q. Yes, the client and the TMO, you mean RBKC —
 21 A. I mean RBKC audit and the TMO, in terms of their audit
 22 programme. That would have been reported through their
 23 audit committee into their board.
 24 Q. Who at RBKC — let's begin with them — made the
 25 decision that although the draft audit programme said

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1 fire risk assessments, there wouldn't be one in the end?
 2 A. It wouldn't have been anybody in the housing department,
 3 it would have been — because the housing department did
 4 not set the audit plan with the TMO, and it would have
 5 been a discussion held between RBKC audit and the TMO.
 6 Q. RBKC audit reports to whom?
 7 A. In 2012, I couldn't tell you. It was part of a separate
 8 department, I think, probably, that was made — probably
 9 sat in the finance — overall finance team, but
 10 I couldn't swear to it.
 11 Q. Did RBKC audit, when deciding on the scope of audit for
 12 any particular year, speak to anybody in your department
 13 or departments?
 14 A. I don't know. I'm not aware that they did.
 15 Q. Did you ever talk to anybody in the audit group or on
 16 the audit committee about what should or shouldn't be
 17 included in their audit?
 18 A. No, I did not.
 19 Q. Did anybody who reported to you have any such
 20 discussions, to your knowledge?
 21 A. I don't believe they did, no.
 22 Q. Right.
 23 What I'm hearing is that the RBKC audit group or
 24 audit team decided for themselves what should be the
 25 subject of audit without consulting, at least in respect

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1 of fire risk assessments, you.
 2 A. Yes, because they were an independent organisation who
 3 would then work with their auditors to review what
 4 needed to be in their audit programme, which is entirely
 5 in keeping with any organisation managing a housing
 6 service.
 7 Q. Do you know how they would have made their decision
 8 whether or not to include or exclude something from the
 9 scope of their audits without talking to the relevant
 10 RBKC department?
 11 A. Well, they wouldn't need to talk to me, they would need
 12 to have a look at their — you would — when looking at
 13 your audit programme, you have a look at areas based on
 14 what you think is high risk or what you think deserves
 15 external scrutiny, because you're wanting to get
 16 an audit input on it, or you're looking at areas which
 17 haven't been audited for some considerable period of
 18 time, and then seeking to understand if there's been any
 19 significant changes in the way that particular service
 20 is run, and then you are arriving at a decision agreed
 21 between Mr Black's executive team, I have no doubt,
 22 about what was appropriate to have in terms of that
 23 audit plan.
 24 Q. Can we look, please, at {RBK00000313}, this is
 25 an internal audit of the TMO's fire risk management

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1 system in 2013. It looks from the face of it that it is
 2 an RBKC document. Is that right, or is it a TMO
 3 document?
 4 A. It's an RBKC audit document that would — that RBKC had
 5 authored for the TMO. Now, where the holder of that
 6 sits, once you'd undertaken audit for an organisation,
 7 then it becomes that organisation's audit and you own
 8 it, but you have still authored it.
 9 Q. I was going to ask you, because we can see,
 10 notwithstanding the front page, at the very top of the
 11 front page it says, "TMO Health and Safety — Internal
 12 Audit Report 2012/2013". So what do you take from that?
 13 Was it internal to TMO or was it about the TMO but
 14 internal to RBKC?
 15 A. It is — I take it that that is a report that RBKC audit
 16 had undertaken for the TMO, and — so the TMO hadn't
 17 audited themselves. This is, as they have badged it,
 18 an internal audit report, rather than — you can have
 19 external auditors come in and do audits of your — say,
 20 for example, if you were looking at risk, you might —
 21 broadly risk in the markets, if you were looking to
 22 borrow money, then you would look at external auditors
 23 who could provide that service for you, but if you're
 24 badging it as an internal audit, it's a phrase to mean
 25 about your services internally.

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1 Q. Oh, I see. I think I see.
 2 Let's see how we go with this document, then. We
 3 can see from the first page that the final version was
 4 circulated to you and Robert Black; yes?
 5 A. If that's what it says, it was.
 6 Q. Well, it does say that. Can we take it that that is
 7 what happened?
 8 A. Yes.
 9 Q. Right.
 10 Now, I take it also from that answer that you don't
 11 recall receiving this document specifically?
 12 A. I don't recall receiving this audit specifically in
 13 April 2013, but if it was circulated to me I would have
 14 received it.
 15 Q. Yes.
 16 Were you involved in commissioning the TMO health
 17 and safety audits?
 18 A. No.
 19 Q. No.
 20 Was this audit separate from the annual audit that
 21 was suggested in draft that we saw a moment ago on the
 22 last document, the FRA assessment audit? This is
 23 a different thing, is it?
 24 A. It may well have been that there was that draft list of
 25 audits, but then actually what took place was something

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1 different.
 2 Q. Why would the final version of this have been forwarded
 3 to you in particular?
 4 A. Because I received all the audits that were undertaken
 5 of TMO's services.
 6 Q. I see.
 7 Can we look at the executive summary, then, on
 8 page 4 {RBK00000313/4}. It starts on page 3, but what
 9 I want to ask you about is on page 4.
 10 If you look at paragraph 9:
 11 "Areas were identified where controls can be
 12 improved. Three high priority recommendations were made
 13 as follows ..."
 14 Then the third bullet point is:
 15 "All portable fire fighting equipment should be
 16 regularly inspected by the appointed contractor and any
 17 faulty equipment identified replaced on a prompt basis."
 18 Then underneath that a number of medium-priority
 19 recommendations, the first one of which is:
 20 "All high priority remedial work identified as part
 21 of the annual health and safety inspection checks should
 22 be followed up by the Health and Safety Team to ensure
 23 it is undertaken on a prompt basis."
 24 Just pausing there, first of all, looking at the
 25 high-priority ones I've just shown you, did you note

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1 those categories?
 2 A. Yes, I would have done.
 3 Q. And also you would have noted the five medium-priority
 4 recommendations as well, I imagine?
 5 A. Yes.
 6 Q. Then if we look at paragraph 11 at the foot of page 4,
 7 it says:
 8 "As a result of the audit review, Internal Audit can
 9 give Limited Assurance [in bold] that adequate controls
 10 and processes are in place for Health and Safety at the
 11 TMO. Whilst there is a basically sound system, there
 12 are weaknesses which put some of the system objectives
 13 at risk. Taking into account the assurance level given
 14 above and the significance of the system, we are of the
 15 opinion that the system presents a Medium Risk to the
 16 organisation achieving its overall service objectives."
 17 Did it concern you that the audit could only give
 18 a limited assurance?
 19 A. It would have done, and then that would have been raised
 20 with Amanda Johnson, who would have discussed that with
 21 colleagues at the TMO through monthly meetings. And
 22 I believe for a limited assurance report, it probably
 23 would have gone — and I would have to check this, to be
 24 honest with you, that it may well have been — it would
 25 have been raised — well, it definitely would have been

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1 raised at the TMO board, because they had an audit and
 2 risk committee, and then that would have been reported
 3 in to their board, and then if it was limited assurance
 4 to the TMO, it may well have gone to the council's audit
 5 committee, but I'm afraid I would have to check that.
 6 Q. You would have noticed, then, had you looked at the five
 7 medium—priority recommendations that the final one, the
 8 fifth, was this:
 9 "Appropriate performance indicators relating to
 10 health and safety inspections should be developed by
 11 management."
 12 Having noted that, what steps do you remember taking
 13 yourself to put that development in place?
 14 A. That's not for me to do that, that's for the TMO to do
 15 that.
 16 Q. Yes. What steps did you take to scrutinise or oversee
 17 the TMO's doing that?
 18 A. So Amanda Johnson would have discussed that with the TMO
 19 as part of her monthly update, and I would have
 20 definitely spoken to Robert Black at one of our monthly
 21 meetings, which are not minuted, about the outcome of
 22 the audit reports and what the TMO were doing, and
 23 in fact I probably wouldn't have needed to speak to him
 24 about it because he would have raised that in our
 25 meetings, about how the TMO were looking to pull that

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1 together.
 2 So in terms of appropriate performance indicators
 3 relating to health and safety, it was my expectation
 4 then that the health and safety committee that the TMO
 5 had set up would address that point.
 6 Q. Can we please go to section 8 of this document which
 7 starts on page 18 {RBK00000313/18}.
 8 On that page, you can see paragraph 8 or section 8,
 9 "Fire Safety", do you see that?
 10 A. Yes.
 11 Q. If you turn the page, please, to paragraph 8.3 on
 12 page 19 {RBK00000313/19}, you can see that the report
 13 says:
 14 "Audit examined three fire risk assessment reports
 15 as follows:
 16 " ■ Dacre House — January 2013.
 17 " ■ 31 Danvers Street — November 2012.
 18 " ■ Downing House — April 2012."
 19 The properties that are listed there, do you know
 20 how they were selected?
 21 A. No.
 22 Q. Of course, none of them is Grenfell Tower.
 23 Were you aware that in reviewing just three fire
 24 risk assessments that this audit didn't purport to be
 25 a comprehensive review of the TMO's fire risk management

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1 system?
 2 A. That would have been a decision for our internal
 3 auditors to take.
 4 Q. You don't know how they selected those three fire risk
 5 assessments?
 6 A. I don't know how they selected them and I don't know
 7 upon which basis they decided what a comprehensive
 8 review of fire risk assessments was.
 9 Q. Did you ask?
 10 A. No —
 11 Q. Did you investigate?
 12 A. — I did not.
 13 Q. Did you ever ask or investigate the possibility of any
 14 comprehensive review of TMO's fire risk assessments
 15 processes being carried out?
 16 A. No, I did not.
 17 Q. Why is that?
 18 A. I read the audit report and would have seen that they
 19 had done that, and then I knew that the TMO would take
 20 action against that, but it did not for me set flags
 21 raising that I should request something more
 22 significant.
 23 Q. Did you have any advice available to you to tell you
 24 that these three properties were a fairly representative
 25 sample for the purposes of the audit?

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1 A. No.
 2 Q. Would you have assumed that the auditors would have
 3 satisfied themselves that these were a fairly
 4 representative sample?
 5 A. I would have assumed that audit, in terms of how they
 6 undertake their job, would be qualified auditors who
 7 would seek to reassure themselves that they undertook
 8 their job in a way that was commensurate with their
 9 profession, so ...
 10 Q. So that's a yes?
 11 A. So, yes, I would presume that audit — yes.
 12 Q. All right.
 13 Can we look at section 9, then, at page 20
 14 {RBK00000313/20}, please. This is entitled "Management
 15 Information and Budgetary Control".
 16 If we go, please, to paragraph 9.4, over the page,
 17 page 21 {RBK00000313/21}, it says there:
 18 "In the absence of a full range of performance
 19 indicators for health and safety specific areas, there
 20 is a risk that management cannot monitor performance
 21 levels for these areas and take appropriate corrective
 22 action where poor or inadequate performance levels are
 23 identified."
 24 "Recommendation", you can see that in bold:
 25 "Appropriate performance indicators relating to

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1 health and safety inspections should be developed by
 2 management. This ensures that inspections can be
 3 monitored and any performance issues identified for
 4 appropriate corrective action to be taken where
 5 performance does not meet expectations."
 6 I'm assuming you read that and understood it when
 7 you saw it?
 8 A. Yes.
 9 Q. Yes.
 10 Did you follow up with the TMO on this
 11 recommendation?
 12 A. I don't remember personally following up on this
 13 recommendation, but in terms of audit, it would be my
 14 understanding that the TMO would receive the audit
 15 report and then put together a plan which addressed the
 16 recommendations set out in the audit report, and then in
 17 case of limited assurance, a further audit report would
 18 probably be undertaken six months later, which would
 19 seek to find out whether those audit recommendations had
 20 been undertaken.
 21 Q. So you say that the TMO would receive the audit report
 22 and then put together a plan?
 23 A. Yes.
 24 Q. Was it not RBKC's role to make sure that the TMO did
 25 that, rather than just leaving it to them to do it?

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1 A. No, we would assume that the TMO, as an organisation
 2 with the correct structure in place, would take the
 3 audit recommendations and put together a plan, and we
 4 would then see evidence of the follow-up audit report
 5 that had taken place to see that it would — that the
 6 actions had been undertaken.
 7 Q. Well, that was my question, really. You say, "we would
 8 then see evidence of the follow-up audit report that had
 9 taken place"; was that the way in which you, as RBKC,
 10 sought to make sure that this recommendation was
 11 undertaken, put into practice by the TMO?
 12 A. So that was one element. Amanda Johnson had monthly
 13 meetings with the TMO to discuss performance, where key
 14 performance indicators were discussed and there was
 15 a standard agenda, and I also saw minutes of the board
 16 meetings where I knew that audit — and there was
 17 an audit and risk committee, but I didn't see minutes of
 18 those unless they were included in the board papers,
 19 I can't remember — and items relating to health and
 20 safety would be addressed by the board, and I would be
 21 able to see evidence of the fact that those had been
 22 addressed at board level with the — at the TMO.
 23 Q. Right.
 24 Would the same go for what is indicated in the
 25 management response, just below that, where it says:

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1 " ... it had been acknowledged that it would be
 2 beneficial for the TMO to supplement this with
 3 meaningful health and safety key performance indicators
 4 which could be monitored regularly throughout the year."
 5 A. Yes, yeah.
 6 Q. Yes.
 7 Were you aware that a suite of performance
 8 indicators including fire safety specifically were not
 9 actually introduced by the TMO until January 2016?
 10 A. No. No, I wasn't aware that there was a suite of —
 11 those suite of KPIs, but they did introduce
 12 performance — they did introduce more performance
 13 indicators for health and safety. I'm absolutely sure
 14 that it wasn't left for another three years before they
 15 were introduced.
 16 Q. Right. Well, do you remember that there was a follow-up
 17 audit? You referred to follow-up audits.
 18 A. Yes.
 19 Q. There was one, in fact, for this —
 20 A. I'm sure there was.
 21 Q. — done in December 2013. Let's just look at that,
 22 {RBK00000320}.
 23 You say you're sure there was. When we look at it,
 24 we see that it's not actually circulated to you in draft
 25 or final, as you see. It appears only to go to TMO

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1 people. Why is that?
 2 A. I don't know.
 3 Q. Was that odd? I mean, would you not have expected to
 4 see a follow-up audit?
 5 A. I would have expected to — all audit reports were sent
 6 to me as a matter of course, and I'm not sure why
 7 a follow-up audit was not sent to me as well.
 8 Q. You see, you said earlier on, just a moment ago, that
 9 you would have expected the TMO to take the audit
 10 recommendations, put together a plan, and then you would
 11 see evidence of the follow-up audit report that had
 12 taken place to see that the actions had been undertaken,
 13 and that was one of the ways in which RBKC kept tabs on
 14 TMO's doing what the audit said they should do. Do you
 15 see?
 16 A. Yes.
 17 Q. Now, my question is: if that's the case, why are you not
 18 circulated with this document?
 19 A. I don't know, you would have to ask RBKC audit.
 20 Q. Right. Well, let me ask you: did you ever notice that,
 21 notwithstanding the recommendations and the management's
 22 response in the previous document which we've seen, you
 23 never actually got a follow-up audit?
 24 A. I didn't in this instance.
 25 Q. You didn't, but did you not notice, did you not ask

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1 yourself: I wonder where the follow-up audit is?
 2 A. Clearly I didn't notice six months later that I hadn't
 3 received a follow-up audit report. So in an ideal world
 4 I would have diarised it that I was expecting to see
 5 an audit report some months later, but I didn't, and so
 6 I didn't follow it up.
 7 Q. Was it not important for you to make sure that you
 8 could, by the follow-up audit approach, make sure that
 9 the TMO was doing what the auditors said they should do?
 10 A. Yes, clearly, and in this instance I haven't received
 11 the report and I haven't remembered to chase it up.
 12 Q. Did you actually notice that you hadn't had the
 13 follow-up report, do you remember?
 14 A. I don't remember, to be honest — well, clearly if
 15 I had, I would have chased it up, so clearly I didn't
 16 remember.
 17 Q. Right.
 18 You didn't receive it, you didn't read it. Is today
 19 the first time you've ever seen this document?
 20 A. I don't know. I can only look at the front page.
 21 Q. Well, I can —
 22 A. I may have seen it in the course of events, but I —
 23 Q. Let's just look at page 2 {RBK00000320/2}, then, see if
 24 I can help you a bit more.
 25 It says on the first page in paragraph 1:

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1 "In accordance with our protocol to review the
 2 implementation of 'Limited Assurance' audits, we have
 3 performed a follow-up audit of our April 2013 report on
 4 Health and Safety at TMO."
 5 Now, just pausing there, it looks from that as if
 6 the TMO understood or the auditors understood that they
 7 would only produce a follow-up audit where there was
 8 a limited assurance audit. Is that correct?
 9 A. Yes, that would be correct.
 10 Q. Right. But that still doesn't explain why you didn't
 11 see this document?
 12 A. That's correct.
 13 Q. You can see paragraph 2 is the reference to the internal
 14 audit producing a limited assurance, and then:
 15 "In this follow-up audit, we report that
 16 satisfactory progress has been made with the
 17 implementation of the recommendations. The current
 18 status of each recommendation is given in more detail in
 19 Appendix 1 to this report."
 20 At paragraph 5 you see that they say:
 21 "... we can now provide Satisfactory Assurance ...
 22 [and] Medium Risk ..."
 23 Having shown you that, when was the first time you
 24 think you saw this document?
 25 A. I think this may have been the first time I've seen this

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1 document.
 2 Q. I see, all right.
 3 I'll show you page 23 — I'm so sorry, I don't need
 4 to show you that, and indeed can't because there is no
 5 page 23 in this document.
 6 Did anybody record to you or report to you that
 7 there had been an upgrade from limited to satisfactory
 8 at this time?
 9 A. I don't remember in December of 2013 anybody saying to
 10 me that there had been an upgrade in the audit, but it
 11 would have been noted in the six-monthly or annual
 12 performance report.
 13 Q. Now, can I then turn, please, to the notice of
 14 deficiency which the LFB provided or served in
 15 November 2016 in relation to Grenfell Tower.
 16 You deal with this at paragraph 131 of your first
 17 statement. Can we go to that, please, at page 34
 18 {RBK00034943/34}. You say there:
 19 "The TMO notified me of the Deficiency Notice by
 20 email. The TMO sought to rectify these issues, and
 21 measures were in the process of being undertaken that
 22 had been highlighted to them. My understanding is that
 23 they had informed the LFB."
 24 When did the TMO notify you by email, do you think?
 25 A. By an email of receipt of the deficiency notice?

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1 Q. Yes.
 2 A. I don't know, but the — on occasion, LFB would
 3 sometimes send the deficiency notices to the TMO and
 4 RBKC, and sometimes they would just send them to RBKC
 5 and sometimes they'd just send them to the TMO, because
 6 I think, like most people, they found it difficult to
 7 really understand what the role of RBKC and the TMO was.
 8 It was non-standard in terms of whether you transferred
 9 your stock and had a housing association or whether you
 10 had an ALMO, so on occasions they came to different
 11 organisations. In this case, clearly the deficiency
 12 notice has gone straight to the TMO, and I knew about
 13 it, but I can't remember in exact detail when I received
 14 that email.
 15 Q. Right. You talk in that answer of deficiency notices
 16 because I asked you about deficiency notices. Would the
 17 same apply to enforcement notices?
 18 A. Yes.
 19 Q. Can we please look at paragraph 130 of your statement,
 20 just above where we have been looking, and you say in
 21 that paragraph, in the third—from—bottom line:
 22 "Councillors would have no involvement in managing
 23 the response to a deficiency notice. I would have let
 24 the Cabinet Member know about a deficiency notice and
 25 any action taken in respect of it as a matter of

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1 course."

2 Now, what you say there relates to councillors. Was

3 the same also the case for council officers or

4 employees?

5 A. I'm sorry, I don't really understand your question.

6 Q. Well, you say councillors would have no involvement in

7 managing the response to a deficiency notice.

8 A. Oh.

9 Q. What about officers or employees?

10 A. Probably not, because the items that the LFB would be

11 listing would be the items that were — would be items

12 that the TMO were responsible for.

13 Q. Right. But in a case where a deficiency notice came to

14 RBKC, you say councillors would have no involvement; is

15 the same also true of RBKC staff?

16 A. I think we're slightly talking at cross—purposes,

17 because I'm talking about very practical things about

18 meeting the requirements of the deficiency notice, like

19 moving bikes out of hallways and electric wheelchairs,

20 and I believe you're trying to say to me in terms of

21 monitoring of the deficiency notice; am I correct?

22 Q. No. Let's look at your statement. It says,

23 "Councillors would have no involvement in managing the

24 response to a deficiency notice". You refer to

25 councillors; my question is whether that went wider.

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1 Would it also include RBKC staff?

2 A. Yes, I can say RBKC staff would not, in the normal

3 course of events, have any involvement in the response

4 to the deficiency notice.

5 Q. Yes.

6 A little bit above that you say:

7 "If the TMO required additional finance in order to

8 be able to comply with a deficiency notice, depending on

9 the scope and cost of the work, usually it would be

10 managed within the existing budget provision. If not,

11 it would be referred to Cabinet for extra funding."

12 Was work in respect of any item in the November 2016

13 deficiency notice referred to Cabinet for extra funding?

14 A. Not to my knowledge, no.

15 Q. Do you know how often the TMO sought additional funding

16 in order to comply with LFB deficiency notices?

17 A. I can't tell you off the top of my head, no, but I don't

18 believe ... I can't remember an instance of the TMO

19 coming to the council and asking for additional funds

20 that would require a Cabinet decision.

21 Q. Is that also true in respect of funding FRA actions more

22 generally?

23 A. If you were looking at the budget for the following

24 year, then we would hopefully make provision within that

25 budget looking at the annual programme in terms of the

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1 capital and revenue budget to make sufficient funds

2 available for FRA actions as were projected, and if

3 something came up in the year that was unexpected, then

4 we had quarterly review meetings, quarterly reports

5 undertaken on the monitoring of the capital and revenue

6 programme in order to be able to understand how the TMO

7 were performing against that budget, and if there needed

8 to be any movement of budget within that, then it would

9 be dealt with on those occasions.

10 Q. Yes, I understand.

11 Going back, then, to where you say:

12 "If the TMO required additional finance in order to

13 be able to comply with the deficiency notice ... usually

14 it would be managed within the existing budget

15 provision."

16 Was there ever an occasion, to your knowledge, when

17 the TMO did come asking for additional finance in order

18 to be able to comply with a deficiency notice?

19 A. Only on the occasion, from recollection, when they

20 received a notice about Adair Tower — no, they didn't

21 need additional — I don't believe they did need

22 additional funding as a result of Adair Tower.

23 Q. So —

24 A. I believe that was managed within the existing budget

25 provision.

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1 Q. So what event are you referring to there in that

2 sentence?

3 A. I'm not referring to any particular event, I'm just

4 making a general comment.

5 Q. Well, we've read it now twice. You say:

6 "If the TMO required additional finance ... usually

7 it would be managed within the existing budget

8 provision."

9 I'm really just asking you to provide me with

10 an instance in which the TMO required such additional

11 finance such that it was managed within the existing

12 budget provision. Was there such an occasion?

13 A. I can't think of one.

14 MR MILLETT: How were you able to write that sentence?

15 SIR MARTIN MOORE—BICK: Well, I must say I read this as you

16 describing the system; is that right?

17 A. Yes, I'm making a general description of how it worked.

18 MR MILLETT: Very well.

19 Mr Chairman, is that a convenient moment?

20 SIR MARTIN MOORE—BICK: I think it is, actually, Mr Millett,

21 yes. Thank you very much.

22 We will have a break now, Ms Johnson, and come back

23 at 3.35, please.

24 Again, please don't talk to anyone about your

25 evidence while you're out of the room. All right?

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1 Thank you very much.
 2 (Pause)
 3 3.35, then, please.
 4 (3.18 pm)
 5 (A short break)
 6 (3.35 pm)
 7 SIR MARTIN MOORE—BICK: All right, Ms Johnson?
 8 THE WITNESS: Yes.
 9 SIR MARTIN MOORE—BICK: When you're ready, Mr Millett.
 10 MR MILLETT: Yes, Mr Chairman.
 11 Ms Johnson, can I ask you, please, to go to your
 12 first witness statement and look at paragraph 127, which
 13 is at page 33 {RBK00034943/33}. This lies under the
 14 heading "Deficiency Notice relating to Grenfell Tower",
 15 and you say:
 16 "A Deficiency Notice was issued by the LFB in
 17 November 2016 with compliance due by 18 May 2017.
 18 The LFB undertook an inspection of Grenfell Tower in
 19 November 2016, at which point a Deficiency Notice was
 20 served based on their observations at the time (LJ/46).
 21 These were ..."
 22 Then you set out five of them. You see that there.
 23 Did the TMO provide you with details of any actions
 24 that it intended to take or intended to be taken with
 25 these breaches to remedy them?

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1 A. I don't remember a conversation in between November 2016
 2 and when there was a response in May 2018, but I would
 3 have definitely spoken to Robert Black about it in one
 4 of our monthly one-to-one meetings, if not had
 5 a conversation with Janice Wray about how they were
 6 proposing to address the deficiency notice.
 7 Q. Did you actually read the deficiency notice yourself at
 8 the time?
 9 A. Yes, I would have done, yes.
 10 Q. And you have summarised it there, as I have shown you.
 11 Looking specifically at number 2:
 12 "Two flat entrances were identified as not
 13 self-closing."
 14 In fact, did you appreciate at the time that the
 15 issue identified was also one of maintenance of flat
 16 entrance doors?
 17 A. No, I don't think I appreciated that at the time.
 18 Q. Right.
 19 Can we look at the deficiency notice. It's
 20 {TMO10015313/5}. There is the schedule of fire safety
 21 audit observations. If you go to the foot of page 5,
 22 Article 17(1), it says in the fifth line down, after the
 23 reference to protected route:
 24 "This route should provide a safe means of escape in
 25 the event of fire and must be maintained in an efficient

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1 state, in efficient working order and good repair."
 2 Did you notice that when you —
 3 A. Yes, I would have done.
 4 Q. You did.
 5 Can we then go back to your witness statement,
 6 please, at page 34 {RBK00034943/34}, and look at
 7 paragraph 130. You say:
 8 "The Council effectively placed its trust in the TMO
 9 that the deficiency notice would be dealt with
 10 appropriately and followed up with the LFB. If the TMO
 11 required additional finance ..."
 12 Et cetera, et cetera, we've seen that before.
 13 In the last sentence you say that you:
 14 "... would have let the Cabinet Member know about
 15 a deficiency notice and any action taken in respect of
 16 it as a matter of course."
 17 Do you remember when you reported the deficiency
 18 notice and actions to the Cabinet member?
 19 A. No, I don't.
 20 Q. Who was the Cabinet member?
 21 A. Councillor Feilding—Mellen.
 22 Q. How would you have been able to detail the action taken
 23 without the information coming from the TMO?
 24 A. Because the TMO would give me a copy of their response
 25 to the deficiency notice, which would contain the

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1 information which set out how they replied — how they
 2 responded to the LFB.
 3 Q. Right. Were you aware of what process the TMO adopted
 4 to monitor and action deficiency notices generally?
 5 A. I wasn't — you know, not as — they didn't receive that
 6 many deficiency notices, so you would receive one
 7 from — TMO would receive one from the LFB and then they
 8 would notify RBKC, and then the team within the TMO —
 9 I'm not sure what the process or procedure was — would
 10 then take action in order to be able to rectify the
 11 actions in the deficiency notice, and then would hold
 12 a conversation with the LFB in order to ensure that they
 13 were adequately meeting the requirements of the notice.
 14 Q. Did you know that actions were not monitored by the TMO
 15 in the same way that they managed their FRA actions? In
 16 other words, the monitoring of actions in response to
 17 deficiency or enforcement notices wasn't the same
 18 process as that being used to monitor the closing out of
 19 FRA actions arising from FRAs.
 20 A. No, I don't believe I did.
 21 Q. Right. Do you know why there was that distinction?
 22 A. No.
 23 Q. You don't.
 24 A. Well, I can guess.
 25 Q. No, don't guess.

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1 A. Okay.
 2 Q. You said you didn't know about it; you didn't know about
 3 it.
 4 Is it something you should have known about?
 5 A. No, not necessarily.
 6 Q. Why is that?
 7 A. Because I didn't necessarily know the detail of all the
 8 processes and the procedures that the TMO undertook in
 9 order to be able to meet their requirements. So
 10 I didn't necessarily need to know the specifics of how
 11 the TMO undertook meeting requirements of the deficiency
 12 notice.
 13 Q. Was that also something that you would have regarded or
 14 did regard as too granular for you?
 15 A. Yes, that would be a level of detail that I wouldn't
 16 expect to be copied in to, and because each deficiency
 17 notice is different, then I should imagine that the
 18 TMO's response would have to be changed according to the
 19 deficiency notice.
 20 Q. Do you remember ever raising the question with the TMO
 21 about what their system for dealing with deficiency or
 22 enforcement notices was?
 23 A. No, I did not.
 24 Q. Do you know why that is?
 25 A. No. Well, I didn't raise it with them because my

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1 experience of them dealing with deficiencies was that
 2 they notified me, they kept me informed of what was
 3 taking place in terms of the response to the LFB, and
 4 then I was copied in to the final notice that went to
 5 the LFB, and/or if they needed an extension of time from
 6 the LFB in order to meet the deficiency notice, they
 7 notified me of that.
 8 Q. So we can take it from that answer that dealing with
 9 deficiency notices was not a scrutiny or monitoring
 10 point for RBKC?
 11 A. No, it was not.
 12 Q. If we go back to your statement, paragraph 129, please,
 13 you say on the same page, page 34 {RBK00034943/34}, that
 14 you knew that the LFB set out what they required the
 15 organisation to rectify and by when. This is in the
 16 penultimate line there. Do you see that?
 17 A. Yes.
 18 Q. Then you say:
 19 "Once that had been done a notice would be sent to
 20 the LFB informing them that it had been complied with."
 21 Did you or anybody else at RBKC take note of the
 22 recommended completion dates in the deficiency notices?
 23 A. I don't remember specifically taking a note of when the
 24 deficiency notices would be complied with, but it was
 25 custom and practice for the LFB normally to give

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1 six months in order for a deficiency notice to be
 2 completed by.
 3 Q. I see. So you were working, were you, on the basis of
 4 an assumption that it was a six-month cure period?
 5 A. I was working on that assumption based on my experience
 6 of previous deficiency notices that had been served.
 7 Q. Did you or anybody else at RBKC ever check on whether
 8 the TMO had rectified the deficiencies by the deadlines
 9 set out?
 10 A. The TMO let us know that they had done that and, as far
 11 as I'm aware, they never — they did not — sorry, I'm
 12 getting quite tired. They did not — they never — they
 13 did not ever go — they always went back to the LFB
 14 within the time period, or if there was a reason for the
 15 delay then the TMO went back to the LFB to explain why
 16 and seek an extension.
 17 Q. Right.
 18 It would have been simple, wouldn't it, for RBKC
 19 easily to monitor whether the deadline had been met or
 20 not?
 21 A. It would have been quite a simple procedure, yes.
 22 Q. Can you explain why the procedure was never put in
 23 place?
 24 A. I didn't need to put that in place because I had always
 25 been kept up to date by the TMO about the responses to

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1 the deficiency notices, so it wasn't an issue of concern
 2 to me that they wouldn't keep me updated.
 3 Q. Standing back, was it not important to the overall
 4 fire safety of the residents within the TMO's stock and
 5 the housing portfolio more generally to ensure that
 6 these actions were carried out?
 7 A. Yes, it was, yeah.
 8 Q. Not least because the purpose of FRAs and enforcement of
 9 those through the deficiency process was to ensure
 10 compliance with the RRO?
 11 A. Yes.
 12 Q. Now, in paragraph 131 on the same page, you will see you
 13 say:
 14 "The TMO notified me of the Deficiency Notice by
 15 email. The TMO sought to rectify these issues, and
 16 measures were in the process of being undertaken that
 17 had been highlighted to them. My understanding is that
 18 they had informed the LFB."
 19 I have read that to you, I think, twice.
 20 How did you know that the TMO had sought to rectify
 21 the issues?
 22 A. They would have either sent me an email to let me know
 23 that that's what they were doing or I would have had
 24 a discussion with Mr Black, who would have kept me up to
 25 date on it, or I would have spoken about it to

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1 Janice Wray or she may have sent me an email about that.
 2 Q. I see. So is this right: although you wouldn't have
 3 been involved at all in the process of monitoring
 4 close-out of FRA actions —
 5 A. Yes.
 6 Q. — you were personally involved directly, together
 7 perhaps with Robert Black, in relation to a deficiency
 8 notice?
 9 A. It was of sufficient concern to me — I'm afraid I can't
 10 speak for Amanda Johnson about what her role was in
 11 relation to deficiency notices — that if I was notified
 12 of it, that it was dealt with in a timely manner, and
 13 I did know about them and I knew the timescale with
 14 which they needed to be replied by, and I would know
 15 that and then would be, you know, sort of keeping an eye
 16 on it, so to say.
 17 Q. Did the receipt of a deficiency notice not alert you to
 18 the fact that something might be wrong with the TMO's
 19 close-out process?
 20 A. Not necessarily, because deficiency notices — they
 21 hadn't received very many deficiency notices in my time
 22 as director of housing over eight and a half years, to
 23 my knowledge, it must have been a very small number, and
 24 deficiency notices, although not being served regularly,
 25 can be served for a range of issues after the LFB have

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1 undertaken an inspection of a building, and it didn't
 2 necessarily flag to me that there was a wholesale
 3 problem with the way the TMO managed fire risk
 4 assessments. It was something that the Fire Brigade had
 5 noticed when undertaking an inspection of a building.
 6 Q. Now, you say that it was your understanding that the TMO
 7 had told the LFB that the processes were undertaken.
 8 Were you actually informed by the TMO that the
 9 deficiencies identified by the LFB had actually been
 10 rectified?
 11 A. In this instance, I can't remember, to be honest with
 12 you.
 13 Q. Were you aware that by the night of the fire at
 14 Grenfell Tower, 14 June 2017, one of the flat entrance
 15 doors identified as not self-closing by the LFB in this
 16 very deficiency notice was still not working?
 17 A. No, I was not.
 18 Q. Seven months later.
 19 A. No, I was not aware of that.
 20 Q. Were you ever provided or was RBKC provided with
 21 confirmation that the LFB had been informed that the
 22 deficiencies had been or were being rectified?
 23 A. I would as a normal course of events, but I don't
 24 remember in this instance, and I haven't seen any
 25 documentation to my knowledge about the response by TMO

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1 to the LFB on this particular deficiency notice.
 2 Q. What was the source of your understanding that the TMO
 3 had informed the LFB that the deficiencies had been
 4 rectified?
 5 A. Because the TMO met with the LFB every two months to
 6 talk about issues of fire safety, so it would be my
 7 understanding that they would have discussed the
 8 deficiency notice at one of those meetings, and/or
 9 because in my experience the TMO had always responded to
 10 deficiency notices in the past, that it would be custom
 11 and practice for them to have responded to the LFB on
 12 this deficiency notice.
 13 Q. I see. So when you say "My understanding", you really
 14 mean "My assumption"?
 15 A. I do.
 16 Q. Unverified?
 17 A. Correct, yes. Unless I have documentary evidence to
 18 prove otherwise, I don't remember seeing the response,
 19 but that would have been my unverified understanding.
 20 Q. My question really which follows from that is: why did
 21 you have to make an assumption? Why could you not
 22 verify your assumption by investigation?
 23 A. At the time of writing this statement?
 24 Q. No, at the time of the deadline for curing the
 25 deficiency.

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1 A. If I had wanted to, I could have gone back to
 2 Janice Wray and asked her for a copy of the notice —
 3 their response to the LFB.
 4 Q. Yes, why didn't you do that?
 5 A. It must have ... it's unaccountable to me that I didn't
 6 go back to Janice at that point, because I did take
 7 deficiency notices extremely seriously, but clearly
 8 I didn't in this instance.
 9 Q. Thank you.
 10 I'm now going to move to what may appear to be
 11 a different topic, but perhaps may not be, which is fire
 12 doors and self-closing devices.
 13 Do you remember discussions between RBKC and the TMO
 14 in 2016 and the early part of 2017 about the
 15 installation programme for self-closing devices on flat
 16 front doors in the TMO's stock?
 17 A. Yes, I do.
 18 Q. And about the possibility of an annual inspection
 19 programme for self-closing devices?
 20 A. Yes, I do.
 21 Q. Did those discussions come about as a result of the
 22 Adair Tower fire in October 2015?
 23 A. Yes, they did.
 24 Q. And then there were discussions and a deficiency notice,
 25 wasn't there, served?

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1 A. Yes, there was.
 2 Q. Let's look at {TMO00840502}, please.
 3 This is a set of minutes of a TMO executive team
 4 meeting which took place on 11 February 2016, so some
 5 three months after the Adair Tower fire. You can see
 6 who was present: Robert Black, et cetera.
 7 If you look at page 2 {TMO00840502/2}, please, you
 8 can look at point 3 in the minutes, and it says,
 9 "Adair Tower & Enforcement Notice Update". In the
 10 second paragraph there it says:
 11 "Fola saying that the Board will want reassurance
 12 from RBKC. Seen by Laura & Nicholas Holgate and the
 13 Fire Brigade. Happy with everything. Protected roof is
 14 the smoke test. Robert and Barbara want clarity from
 15 the strategic part of the Fire Brigade. RBKC don't want
 16 to do this work if not required. Fola reputation of
 17 RBKC & TMO.
 18 "Everything to be addressed. Board may say a lot in
 19 the press about fires. Our fire risk assessments are
 20 all ok.
 21 "RBKC a key partner and we do what they want. Paper
 22 at the next board meeting will be in the open section."
 23 Now, let me preface this question, first of all, by
 24 the obvious observation: you weren't there, you didn't
 25 draft these minutes.

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1 My question is really this: when it says "RBKC don't
 2 want to do this work if not required", are you able to
 3 tell us whether you expressed any reluctance to pay for
 4 the work required which had resulted from the
 5 Adair Tower enforcement notices?
 6 A. I would have expressed a — not a desire not to pay for
 7 it, but an understanding of how we were to pay for it in
 8 the course of the HRA business plan. So I would have
 9 questioned what the budget for it was, where we were to
 10 find the budget from, and how we were to meet those
 11 budget requirements from the available resources.
 12 Q. Yes. Can you explain how whoever wrote this minute or
 13 whoever said what they said at this meeting, assuming
 14 this minute to be accurate, came to the understanding
 15 that RBKC don't want to do this work if not required?
 16 A. So all I can say is that they were probably expressing
 17 a shorthand of a conversation which would have involved
 18 myself which said, "Do we need to do this to meet the
 19 enforcement notice served by RBKC(sic)? If we don't
 20 have to do it, then can we leave this? If we do have to
 21 do it, then we will take that forward."
 22 Q. Right. And the part that says, "RBKC a key partner and
 23 we do what they want", was that correct?
 24 A. Well, to a certain degree, but if — the TMO contained
 25 the expertise on a whole range of areas which I have no

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1 qualification or expertise on, so if they had said to
 2 me, "No, we definitely want to do this and this needs
 3 doing", then I would have taken their advice.
 4 Q. Now, an executive team meeting of the TMO took place on
 5 5 October 2016, so later in the year.
 6 {TMO00843861}, please. This is the minute. This is
 7 the first page of the minute. You can see the date,
 8 5 October 2016. You can see who was present there.
 9 If we go, please, to page 2 {TMO00843861/2}, we can
 10 see that Adair Tower is item 3 in this minute. At 3.2
 11 it says:
 12 "LFB are putting pressure on us to fit door closers
 13 on all our stock across the business. Laura Johnson has
 14 said no to this but Sacha feels that there should be
 15 a discussion at ET. The fire strategy is being updated
 16 with the recommendation that this work is done over
 17 a five-year period (although it is likely that the LFB
 18 will expect a shorter period). Sacha will speak to her
 19 team about doing some profiling on this as with 9,000
 20 properties we would need to know the estimated cost for
 21 this and also what others are doing. RBKC would need to
 22 be spoken to about this and given options."
 23 Where it says, "Laura Johnson has said no to this
 24 but Sacha feels that there should be a discussion at
 25 ET", did you say no to fitting self-closing devices on

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1 all doors?
 2 A. I didn't say no, I said I received a report from the —
 3 I asked for a report from the TMO about the requirement
 4 to fit self-closing doors, and I asked for that
 5 specifically because we'd had a programme of fitting
 6 fire doors over the course of 2011 to 2015 and had been
 7 in constant conversation with the LFB about the doors
 8 and about leaseholders and about the difficulty of
 9 enforcing the fitting of the fire doors, particularly on
 10 leaseholder properties, and it had taken us years in
 11 order to be able to fulfil that programme, and I just
 12 knew how long it took in order to be able to — in
 13 a stock of 9,500 properties with 2,500 leaseholders, how
 14 long it actually took in reality for us to do that.
 15 So I asked for a report about what the requirement
 16 was for door-closers to be fitted, and the report came
 17 back and set out that they thought the door-closer
 18 programme should be done over three years, and I pushed
 19 back and said, "Well, could we push it to five years,
 20 please", and the TMO said, "Mm, we think the LFB will
 21 want it to be done quicker than that". I understood
 22 that recommendation and it was my expectation that we
 23 would set five years, but it would probably have to come
 24 down to a shorter period of time, but what I didn't want
 25 to do was set the TMO up to fail, because I really

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1 wanted to understand the legal basis upon which
2 door—closers needed to be fitted, bearing in mind that
3 we had had conversations with LFB about doors for years
4 and years and years and this issue had never been
5 raised, and it was only being raised now in 2016.

6 And, you know, if I'm honest with you, I was quite
7 cross that we had been — undertaken this massive
8 exercise around doors, and it was only now that we were
9 having to come back again and revisit this particular
10 issue, when we could have done it at the same time that
11 we had the refitting the door programme and undertaking
12 all of those exercises with the leaseholders, because
13 we'd have to come back again and do it again, and the
14 issue of who — where the demise of the door sat with
15 leaseholders is really not straightforward, and neither
16 is the issue of how you can take legal action in order
17 to enforce it. It is not straightforward.

18 So having — knowing very clearly that the — that
19 it took three years, maybe longer, in order to sort out
20 130 leaseholder doors and 1,200 tenanted doors, it was
21 my opinion that actually we needed to spread this
22 programme out over a longer period, just in terms of —
23 in order for it to be a success, because actually
24 getting in and fitting those door—closers, particularly
25 to leaseholder doors, was going to be extremely

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1 difficult and very time consuming.
2 Q. Yes. Now, we're going to look at much of what you've
3 just told us in what, I'm afraid, was rather a long
4 answer.
5 My question was a simpler one: did you say no, as
6 recorded here?
7 A. No, I didn't say no.
8 Q. Now, go to {RBK000048317}. The matter of door—closers
9 was raised in this document, which is an executive
10 decision report, and we can see it's for the full
11 Cabinet, dated 12 January 2017, reporting officer:
12 Laura Johnson, director of housing. Key decision: yes.
13 Just pausing there, what was your role in writing
14 this report?
15 A. I probably didn't write the report, it was probably
16 written by Steve Mellor, but I would have checked it and
17 agreed to it.
18 Q. Yes, and your name is on page 3.
19 A. Yes, correct.
20 Q. So the usual process.
21 If we look at page 15 in this document
22 {RBK000048317/15}, please, and specifically paragraph 13
23 on that page, "Fire Safety Requirements":
24 "13.1 The fire at Adair Tower in October 2015,
25 resulted in the London Fire Brigade (LFB) issuing

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1 Enforcement Notices for Adair and Hazlewood Towers. The
2 key recommendations required the installation of
3 self—closing devices on flat entrance doors, Fire Action
4 Notices installed on all floors and works to ensure the
5 staircases will remain safe and smoke free in the event
6 of a fire. In the course of the recent regular audits
7 carried out, the LFB is now issuing Deficiency Notices
8 citing as further actions required the installation of
9 self—closing devices on flat entrance doors and the
10 posting of Fire Actions Notices, as the LFB had expected
11 the Council, through the TMO, to put in place
12 a programme of self—closing devices on flat entrance
13 doors across all the Council's housing stock. The TMO
14 has assessed the cost to complete this programme over
15 a 3—year period to be £620,000 with a further £2,500 to
16 complete the installation of Fire Action Notices. The
17 LFB also expect there to be regular inspection of the
18 self—closing devices to ensure they remain properly in
19 place and active.

20 "13.2 However, it should be noted that there are
21 significant challenges facing the delivery of these
22 works in the context of current leases. Legal advice is
23 being sought to establish the practical implications of
24 completing these works to all homes (tenanted and
25 leasehold) and ensuring that the closers stay in place."

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1 Now, I've read you that at length.
2 Did the executive come to any decision about these
3 matters in 2017, January 2017?
4 A. There was a decision taken to do the programme over
5 five years, in order in part to spread the cost of the
6 £620,000 over that period, and to take into account the
7 very practical realities of being able to undertake the
8 programme in a three—year period. But it was my
9 expectation, I have to say, at this time, that we would
10 be challenged on that by the LFB and that we would have
11 to shorten that programme again.
12 Q. Right. You may not have heard me qualify the question,
13 January 2017. Was it a decision taken by Cabinet at
14 that stage?
15 A. Yes, it would have been, yeah.
16 Q. Right.
17 Can we look, then, at an email chain later in the
18 same month, 25 January 2017, at {RBK00001038/2}, please.
19 We see this is Janice Wray writing to Robert Black on
20 25 January 2017, and I don't believe you're copied in on
21 it. The subject is "Adair Tower — letter from LFB":
22 "Please find attached letter received yesterday from
23 the LFB confirming that the works specified in the
24 Enforcement Notice 'have been satisfactorily completed
25 within the ... specified time limit'.

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1 "LFB have confirmed that they will be sending
2 a similar letter in relation to Hazlewood Tower and
3 I will forward a copy of this when we receive it."
4 Now, if we move up then, please, to the next
5 document at page 1 {RBK00001038/1}, we can see that
6 Robert Black sends this to you for information on the
7 same day at the foot of page 1. He says:
8 "Laura
9 "For information.
10 "Somewhere it might be good to meet to look at how
11 we respond to the Fire Brigade as I think we are being
12 driven down a road by a group which seems to be
13 unaccountable. Is the overall responsibility for this
14 moving to the Mayor? Might give us and LA Political
15 Leaders to influence this area more."
16 Do you remember receiving that email?
17 A. Yes.
18 Q. Did you discuss its contents with Mr Black?
19 A. I would have done.
20 Q. Did you discuss its contents with any councillors?
21 A. I don't remember.
22 Q. Did you discuss its contents with Nick Paget-Brown, the
23 leader?
24 A. I don't — I wouldn't have expected I would have, no.
25 Q. Did you take any steps to discuss the substance of the

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1 notice with the LFB?
2 A. No.
3 Q. Did you consider Mr Black's suggestion here regarding
4 political influence to be appropriate?
5 A. Yes.
6 Q. You did?
7 A. Well, he's asking a question for me to have
8 a conversation about it and to go back and talk to
9 political leaders whether there's an opportunity to
10 influence a decision on this subject. I don't consider
11 that an inappropriate email for Mr Black to send to me.
12 He's just asking a question, posing a question, making
13 a statement, you know.
14 Q. He is, and we can see your response at the top of the
15 page. You go back to him, the same day, an hour or so
16 later, and you say:
17 "Robert,
18 "I don't think it's moving to the Mayor but I'm not
19 entirely sighted on what's happening on this,
20 Brian Castle used to go to the borough/LFB liaison
21 meetings for London Councils but he's retired and we
22 haven't got a new rep.
23 "I think you're right they are unaccountable and
24 hard if not impossible to challenge as they make
25 unilateral statements which are non-negotiable.

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1 "However on the bright side this has now been signed
2 off which is very welcome."
3 Did you regard the LFB's enforcement of your
4 obligations under the RRO or the TMO's obligations under
5 the RRO as negotiable?
6 A. Not negotiable in terms of deficiency or notices, but
7 there is a distinction here to be drawn between the
8 fitting of door-closers and door-closers being put in
9 place and then the question of undertaking annual checks
10 on door-closers. So the LFB had asked us to do that,
11 but I wasn't clear at that time, and neither was —
12 I don't want to speak for Robert Black, but I don't
13 think he was either, whether it was just the LFB asking
14 RBKC to undertake that programme, whether it was going
15 to be a London-wide programme, or whether it was going
16 to be a national programme that was going to be put in
17 place for an annual check of door-closers, because it
18 wasn't currently part of our suite of compliance checks
19 that we undertook, and we — I didn't understand it —
20 I can't speak for anyone else — to be something that
21 was undertaken as routine by other local authorities
22 and/or housing associations.
23 Q. What did you want to be negotiable?
24 A. I wanted to understand from the LFB whether there was
25 any movement on that annual checking and was this

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1 something that we had to do, was this now a statutory
2 requirement, was this a requirement under the RRO, and
3 that's where we were seeking to get further legal advice
4 on it, because it's quite a — it's not only a very big
5 undertaking to fit door-closers to 9,500 properties, of
6 which 2,500 are leaseholders, but it's also
7 a considerable undertaking to then have a checking
8 programme in place which is equivalent to the LGSR
9 checks, so gas safety checks, which have to be
10 undertaken every 12 months.
11 With LGSR checks, there is a considerable amount of
12 statutory basis for that, and the ability to take legal
13 action in order to be able to enforce against that.
14 That's not the same for the Regulatory Reform (Fire
15 Safety) Order, nor was it clear to me on what basis
16 legally we had to do this.
17 Q. You could challenge the LFB's decision in court,
18 couldn't you?
19 A. Yes, I suppose we could have done.
20 Q. So why would you want to negotiate over it? You could
21 just challenge it if you thought it was wrong.
22 A. Going to court is an expensive business, and it is often
23 better to reach a decision through one of conversation
24 and/or discussion, and particularly with this particular
25 item, as I reference here that we have — I was Chair at

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1 the time of London Councils, and we had an LFB liaison
 2 meeting, which was really, really useful for teasing out
 3 those London-wide issues that, you know, kind of we
 4 wanted to discuss.
 5 Q. Well, London-wide or otherwise, did you realise that the
 6 LGA guidance which had been published by the DCLG in
 7 2011 in the wake of Lakanal House required the
 8 installation and maintenance of working door-closers in
 9 blocks such as Grenfell Tower?
 10 A. I would have read it, but I didn't remember it at this
 11 time, because I was, you know, sort of cognisant of the
 12 fact around door-closers. It wasn't door-closers
 13 per se, it was the having an annual checking programme
 14 that I was seeking information on.
 15 Q. Right. It looks as if Mr Black, who no doubt will speak
 16 to this document, was suggesting that some sort of
 17 political solution might be found to this, rather than
 18 simply complying with the legal obligations mandated by
 19 Parliament.
 20 A. He was suggesting that there may be some way to discuss
 21 with the LFB that, but there's a difference between
 22 having door-closers in place and maintaining them and
 23 then having a programme that checks them every year, and
 24 there is a distinction to be made there, because you
 25 could have a boiler in a property and you could have

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1 fitted it and it could have been correct, but it's
 2 a whole different category to say that you then have to
 3 do it — you then have to check that boiler on an annual
 4 basis, and that is the same for door-closers. And, as
 5 I understand it, although it is set out in the RRO that
 6 this is a requirement, to have this, the actual
 7 mandating of having a checking programme won't actually
 8 be in place until the new Fire Safety Bill comes into
 9 place.
 10 Q. Can we go to {RBK00014072}, please.
 11 This is a joint management team meeting minute of
 12 1 March 2017, at which you are present, as you can see,
 13 as is Amanda Johnson and others from RBKC, and from TMO
 14 we can see Robert Black and others as well, including
 15 Peter Maddison.
 16 It's marked "Draft", but it's the version that was
 17 emailed along with the joint management team agenda for
 18 the June 2017 meeting, so as far as we can tell it's the
 19 final version.
 20 Can we look at page 2 {RBK00014072/2}, please,
 21 point 5. At the bottom it says, under the heading,
 22 "Installation of Self-Closing Doors and Annual
 23 Inspection", so two things there:
 24 "Will be a huge cost if want to do this.
 25 "Nobody has an inspection process at present as it's

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1 not a legal requirement to have yearly checks.
 2 "Could be an option to include in the fire strategy.
 3 "Need to develop a programme and take to Scrutiny.
 4 "Liability if the doors are broken would be with the
 5 TMO.
 6 "Laura agreed to hold off recommending inspections
 7 programme at present."
 8 Now, is it correct that it was decided at this
 9 meeting that the proposed installation of self-closing
 10 devices was to be a five-year programme, not
 11 a three-year programme?
 12 A. It doesn't say that, but —
 13 Q. No, but I'm asking you.
 14 A. I don't know whether it was decided at this meeting, but
 15 I had a follow-up meeting with Barbara — sorry, I've
 16 forgotten her surname.
 17 Q. Matthews?
 18 A. Matthews — where we discussed the door-closer
 19 programme, and she confirmed in a follow-up email to me
 20 that we'd discussed three years and I had said could we
 21 spread this out to five years, and then she had
 22 confirmed that discussion.
 23 Q. That isn't just the annual inspection, it's the
 24 installation, isn't it?
 25 A. That was about looking at the installation programme in

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1 order to make it realistic for us to be able to do it in
 2 the timescales required, based on my experience of how
 3 long it took for us to do the door programme previously
 4 between 2011 to something like 2014/2015.
 5 Q. Right.
 6 You have already explained to us your view about the
 7 proposal to hold annual inspections of the self-closing
 8 devices in your long answer earlier, but can we identify
 9 this date, this meeting, as the moment when it was
 10 decided, as between RBKC and the TMO, not to have
 11 an inspection programme?
 12 A. Not to have an inspection programme subject to further
 13 legal advice, because we were in the process of —
 14 I asked for further legal advice about what the
 15 requirement was for the annual inspection programme, and
 16 I also said that I wanted to take it up with the —
 17 through the London Councils fire safety group to
 18 understand if that was a requirement across London or
 19 across nationally, and that I also said in other emails
 20 that I would, I suppose, push back on that because
 21 I wanted to have a better understanding of what the
 22 industry standard was for that.
 23 Q. Do we take it that you were effectively looking to see
 24 whether you could challenge the LFB's requirement?
 25 A. Challenge, but also clarify, because if I was of the —

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1 if I found out that the LFB and/or nationally this was
 2 a standard procedure — and I didn't know that it was,
 3 but if it was — then I would have come back and gone,
 4 "Actually, this is something that everybody is doing,
 5 this is in place, we just don't know about it, this is
 6 what we need to do, crack on". But if it was just
 7 a request from the specific — specifically to the TMO,
 8 then I would have gone back and challenged and said,
 9 "Why is our organisation being asked to do an annual
 10 checking programme but nobody else is?"
 11 Q. So you suspected that you were being singled out for
 12 special treatment, as it were?
 13 A. No, I didn't think we were being singled out for special
 14 treatment, but the policy — as I understood it, the
 15 policy unit across the LFB didn't necessarily say the
 16 same thing to every single borough, and so I was seeking
 17 to qualify whether this was going to be a requirement
 18 across London, and then I really wanted to also
 19 understand exactly under what legal — how we would take
 20 action against people legally if they didn't comply with
 21 this, because based on my experience of the door
 22 replacement programme, it had been somewhat legally
 23 confused about how we took action in order to enforce
 24 leaseholders to replace the doors.
 25 Q. That's all very well in one sense, but of course this

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1 had all arisen because there had been an actual fire in
 2 an actual building —
 3 A. Yes.
 4 Q. — actually managed by the TMO.
 5 A. Yes.
 6 Q. Did that fact not have a bearing on why it might very
 7 well be that the LFB were taking the steps that they
 8 wanted you to take?
 9 A. I don't know, to be honest. Yes, I don't know, I can't
 10 answer that question. I can say that the enforcement
 11 notice that the LFB said did ask us to do door-closers,
 12 which the TMO did put in place, and that's all I can
 13 say.
 14 Q. Did the fact of the fire at Adair Tower at the end of
 15 October 2015 not indicate something to you, that the
 16 programme that you had put in place and had operated for
 17 the previous years wasn't fully effective, at least so
 18 far as ensuring the safety of the occupants of that
 19 building were concerned?
 20 A. The fire at Adair Tower was arson, and the fire was
 21 contained, it was — compartmentalisation worked in that
 22 particular instance, and that was in a large part due to
 23 the fact that we had, I believe, undertaken the door
 24 programme and so there would have been a correctly rated
 25 door fitted to that property.

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1 Q. Can you explain, then, why the fire was the trigger for
 2 the enforcement notice, then?
 3 A. Because the LFB inspected the building after the fire,
 4 and then under — sent an enforcement notice after that.
 5 Q. Yes, because they had found the fire safety systems in
 6 the building seriously deficient?
 7 A. But the LFB had also undertaken an inspection of the
 8 Adair Tower prior to the fire, and I believe they — and
 9 didn't find that, but they did find it after the fire.
 10 And I would fully expect that, really, because you
 11 wouldn't necessarily understand how the smoke would
 12 travel or how a fire would behave in a building until it
 13 had actually happened.
 14 Q. Do you remember reading the paper that had been prepared
 15 for this meeting by Janice Wray on this topic?
 16 A. The report that I had requested on the — yes, I do.
 17 Q. {RBK00000988}, if we can just look at that.
 18 This is a document identifying itself as "JMT —
 19 1st March 2017, installation of self-closing devices on
 20 flat entrance doors, for discussion". Is that the
 21 report?
 22 A. Yes, it is.
 23 Q. Did that paper provide the basis for the discussion at
 24 the meeting?
 25 A. Yes, it would have done.

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1 Q. And the decision that appears to have been taken?
 2 A. Yes, it does.
 3 Q. It refers, in the middle of page 2 {RBK00000988/2}, to
 4 the two recently received LFB deficiency notices, as you
 5 can see there, three paragraphs down, one related to
 6 Barandon Walk and another related to 9 Colville Square.
 7 Then underneath that, in the penultimate paragraph,
 8 it says this:
 9 "The final two Deficiency Notices ..."
 10 I am so sorry, I should have started earlier on.
 11 Look at the second paragraph, it says:
 12 "Since the fire at Adair Tower the TMO have received
 13 nine Deficiency Notices. Five of the nine Notices were
 14 issued in relation to different staircases at the same
 15 block (Balfour House) ..."
 16 Then the next paragraph is the one I've referred to,
 17 Barandon Walk, then there's Colville Square, and then it
 18 says this:
 19 "The final two Deficiency Notices — both received in
 20 recent months — include reference to self-closing
 21 devices in their schedule of deficiencies and require
 22 installation and/or maintenance of self-closing device.
 23 Specifically —
 24 " ■ Lonsdale House, Portobello Court Estate ...
 25 " ■ Grenfell Tower, Lancaster West Estate — 'several

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1 doors checked at time audit did not self—close'.
 2 "At both these locations all tenanted flat doors had
 3 been replaced with fully compliant self—closing,
 4 fire—rated doorsets in 2013/14."
 5 Were you surprised that two blocks which had had
 6 their doors replaced in the previous five years had
 7 self—closing devices that weren't working?
 8 A. Not particularly, if I'm honest with you, because
 9 self—closing devices, despite being an essential part of
 10 the fire safety system, if you live in a flat, are
 11 really quite irritating, because they can either make
 12 the door very heavy to open, so difficult for tenants to
 13 pull open, they make the door shut, hence the reason why
 14 they're self—closers, and it was my understanding that
 15 they were fairly easy to disable and tenants, if they so
 16 wanted to, would disable them because they found them
 17 quite irritating.
 18 Q. Yes. I mean, irritating or not, it was the responsible
 19 person's obligation to make sure they worked, wasn't it?
 20 A. Yes, it was.
 21 Q. At the bottom of page 3 of this paper {RBK00000988/3},
 22 we can see there is a table, and it sets out the
 23 indicative costings for an inspection and maintenance
 24 programme, you can see it there, £619,000 for the
 25 installation programme for the whole stock and £288,000

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1 for the maintenance programme.
 2 Looking at section 2 there, which has some figures:
 3 "Based on the following assumptions —
 4 "60% doors fully compliant."
 5 Do you see that?
 6 A. Yes.
 7 Q. Were you satisfied that, given the reported difficulties
 8 with self—closing doors, the assumption of 40% requiring
 9 repair, replacement or adjustments was reasonable or
 10 realistic?
 11 A. I must have assumed that it was realistic at the time.
 12 Q. Did anybody tell you that it was reasonable?
 13 A. I don't specifically remember those words being spoken.
 14 Q. Did you have any advice on which you could rely to
 15 satisfy yourself that the figure of 40% not fully
 16 compliant was reasonable?
 17 A. No.
 18 Q. Did the scale of the proposed programme give you any
 19 cause for concern about the fire safety consequences of
 20 such a significant problem with self—closing devices at
 21 this time?
 22 A. Not at this time.
 23 Q. Was your greater concern in reality, Ms Johnson, for the
 24 cost consequences of a programme of repair, replacement
 25 and monitoring?

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1 A. Cost is always a consideration whenever you're managing
 2 a budget which has considerable shortfalls and where
 3 there are many pulls on the different budget, but there
 4 has never been any dispute — there was never any
 5 dispute at RBKC about paying for measures that were
 6 required for health and safety, as was evidenced by the
 7 door—closer programme that we undertook — the door
 8 programme that we undertook previously.
 9 I would have had concerns about spreading the cost
 10 and not having the cost all in one year, because that's
 11 a considerable amount of money, say near enough
 12 £1 million, to spend on this programme in one year, but
 13 it would have been a secondary consideration to just the
 14 reality of being able to do it in that time period and
 15 then what action the LFB were taking against us as
 16 a result of not being able to complete the programme in
 17 that timescale, and how we were going to do it,
 18 particularly based on the fact that we had so many
 19 leaseholders in the stock and the majority of our stock
 20 was flats, 96% was flats.
 21 Q. Following this meeting, Barbara Matthews sent you
 22 an email, and we'll look at that, {RBK00001979}. Can
 23 I just ask you to look at that, please. It's
 24 3 March 2017, second part of the screen:
 25 "Laura

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1 "Just to confirm our discussion and agreement at the
 2 Joint Management Team meeting on Wednesday.
 3 "We agreed that we would have a programme of fitting
 4 of self—closers on existing flat doors (if not already
 5 fitted) and refit/repair self—closers if already fitted.
 6 This programme would not be over 1 year but proposed as
 7 3 to 5 years. Our recommendation is that the LFB are
 8 unlikely to accept as adequate a programme longer than
 9 3 years (although this has yet to be proposed to them).
 10 The estimated cost for the total programme (regardless
 11 of period) is £619k."
 12 That's a figure we've seen.
 13 "In respect of a proposed annual inspection to
 14 check/repair/replace the self—closers, you requested
 15 that we delay starting this until we have obtained
 16 further legal advice on what action we can or can't take
 17 against no access by either tenants or leaseholders ...
 18 "Please let me know if I have incorrectly captured
 19 anything. In addition please confirm that we can
 20 include in our updated [fire] strategy, a 3 year
 21 programme for fitting of self—closers on all flat entry
 22 door.
 23 "Regards
 24 "Barbara."
 25 Your response to that we can see above that:

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1 "Barbara,
2 "I can confirm that this is an accurate record of
3 our discussion.
4 "I would like to push the installation of door
5 closers to a 5 year programme it will make funding the
6 programme more manageable. Therefore in the fire
7 strategy I would like it to say 5 years rather than 3.
8 "I am not convinced of the need for an inspection
9 programme, if we started one then there is every
10 likelihood it would have to be ongoing and therefore an
11 additional expense to the HRA indefinitely, without any
12 identifiable evidence that it impacted positively upon
13 the fire safety of residents. I understand that the
14 conversation is not always straight forward with the LFB
15 and they may well push for this, but if they want to
16 then they need to introduce it as a London wide standard
17 that they will enforce against rather than on a borough
18 by borough basis and we would make representation to the
19 GLA accordingly. I look forward to the legal advice."
20 Did you alone decide that the self-closing devices
21 installation programme should be implemented over
22 a five-year period?
23 A. Yes, I requested that.
24 Q. Did you take any advice from RBKC's health and safety
25 adviser about the fire safety consequences of

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1 a widespread problem such as with self-closing devices?
2 A. No, I did not.
3 Q. Did you take any advice from that person about the
4 fire safety consequences of putting it off over
5 a five-year period?
6 A. No, I did not.
7 Q. Did you take any advice from any of RBKC's FRA team
8 about the fire safety consequences of doing what you
9 were proposing?
10 A. No, I did not.
11 Q. Did you take any advice from anyone about whether the
12 effectiveness of the fire safety measures for
13 residential dwellings in the TMO's stock might be
14 impaired by extending the duration of the self-closing
15 device repair programme from three to five years?
16 A. No, I did not, but it was my full expectation that that
17 five years would be shortened to a much shorter time
18 period.
19 Q. If you had needed a grant of additional money to fund
20 the fire safety programme, to whom at RBKC would you
21 have applied?
22 A. We either would have been able to get it from existing
23 HRA resources, or if it was a significant sum of money
24 then we would have gone to Cabinet to request that
25 money.

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1 Q. Did you consider whether to make an application for
2 grant of additional funding from either source for this
3 programme?
4 A. No, it could be accommodated with existing resources at
5 that time.
6 Q. Why didn't you consider whether to make an application
7 for a grant of additional funding from either of these
8 sources?
9 A. In retrospect, I wish I had, but I didn't at the time.
10 Q. But why didn't you at the time?
11 A. I didn't at the time because, as I've said, I wanted to
12 take further legal advice at that time about the
13 requirement for an inspection programme, and also about
14 our legal ability in order to be able to gain access to
15 properties, because I wanted to be very sure about
16 how — if we were not going to gain access, what action
17 we could take in order to get access, and if we couldn't
18 gain any access, then that's very difficult for us to be
19 able to enact that programme.
20 Q. Had you received the legal advice by the time you sent
21 this —
22 A. No, I had not, no, it was —
23 Q. When did you get it?
24 A. I don't remember when I received it, to be honest.
25 Q. Was it before the fire or after the fire at

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1 Grenfell Tower?
2 A. If it came after the fire then I'm afraid I wouldn't
3 remember it.
4 Q. It looks from this document that the sole basis of your
5 decision to extend the duration out to five years was
6 money; is that fair?
7 A. It looks like that from this document, but I don't think
8 that's a fair representation of my views on it because
9 there was very much a conversation about the reality of
10 being able to do that based on our experience of the
11 previous programme, which had taken years in order to be
12 able to implement.
13 Q. Indeed, but we don't see any trace of any other factor
14 in this email.
15 A. No, and I don't — and I didn't write that in this
16 particular email, so I can fully understand why
17 the Inquiry would draw that conclusion.
18 Q. Were you aware that, as a result of this email,
19 Barbara Matthews amended the fire strategy to include
20 a five-year installation programme with no inspection
21 arrangements?
22 A. I would have been, yes.
23 Q. Was that your intention? It looks from this email like
24 it was.
25 A. Yes, it would have been my intention, yes.

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1 Q. Would you agree that in practice your email amounted to
 2 or at least was taken by Ms Matthews to be a direction
 3 to extend the duration of the installation programme
 4 with no inspection arrangements?
 5 A. Yes.
 6 Q. What was your view of the LFB's clear advice on the need
 7 to maintain and inspect self-closing devices?
 8 A. You know, I don't remember exactly what my views were in
 9 March 2017, but all I can say is I was clearly in error.
 10 I accepted the fact that we needed a door-closer
 11 programme and that one should be put in place. I wanted
 12 to do that with the full understanding of the legal
 13 advice required in order to be able to gain access
 14 particularly to leaseholder doors, but what I really
 15 wanted to understand was whether statutorily we needed
 16 to do an inspection programme.
 17 Q. Did you take any steps to discover what the possible
 18 risks, health and safety risks, of failing to have
 19 working self-closing devices in TMO buildings were?
 20 A. No, I didn't, and that was an oversight on my behalf.
 21 SIR MARTIN MOORE-BICK: Mr Millett, I'm beginning to think
 22 this might be a good moment.
 23 MR MILLETT: Yes, Mr Chairman, I just want to ask one
 24 question about it by reference to another document. It
 25 will take two minutes, if I may. Then I come to the end

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1 of the topic.
 2 SIR MARTIN MOORE-BICK: All right.
 3 MR MILLETT: Can I ask you to look at {HOM00045964}. This
 4 is the LGA guide I referred to earlier, which was
 5 published — I said in 2011. I think it was published
 6 in 2011, but this version is in May 2012.
 7 Can I ask you to go, please, to page 125
 8 {HOM00045964/125} and look at paragraph 82.3.
 9 82, "Inspections and repairs of other fire safety
 10 measures". Underneath that you will see "Fire-resisting
 11 doors", and at 82.3:
 12 "Good practice is to inspect timber fire-resisting
 13 doorsets on a six monthly basis as part of a programme
 14 of planned preventive maintenance. These inspections
 15 are aimed at identifying defects such as:
 16 " ■ missing or ineffective self-closing devices."
 17 Then at 82.4:
 18 "Flat entrance doors should be included within this
 19 programme. Where leasehold flats are involved, this
 20 will only be possible if there is legal right of access,
 21 by means of a condition within the lease to carry this
 22 out. It is important that any new leases include such
 23 a condition."
 24 My first question is: were you aware that national
 25 guidance from 2011 and certainly May 2012 recommended

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1 a six-monthly programme of planned preventative
 2 maintenance and inspections?
 3 A. No, I was not.
 4 Q. You were not.
 5 Did you think to obtain advice or ask the TMO to
 6 obtain advice on the appropriateness of amending the
 7 programme?
 8 A. Well, yes, I was seeking legal advice.
 9 MR MILLETT: Right.
 10 Mr Chairman, thank you. Is that a convenient
 11 moment?
 12 SIR MARTIN MOORE-BICK: I think it is, thank you very much.
 13 Now, before we finally rise for the day, how are we
 14 getting on with this witness?
 15 MR MILLETT: Very well indeed. We will not require
 16 Ms Johnson's presence for the whole day tomorrow.
 17 SIR MARTIN MOORE-BICK: Well, could you be a little bit more
 18 specific?
 19 MR MILLETT: Yes. It depends very much on what follow-up
 20 questions I'm asked to ask or I find to ask, but at the
 21 moment I would think that we may well go up to lunchtime
 22 tomorrow, but not beyond.
 23 SIR MARTIN MOORE-BICK: Right.
 24 Well, Ms Johnson, I'm sorry I'm going to have to ask
 25 you to come back to answer some more questions tomorrow,

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1 but there it is. It may be that's not entirely
 2 unexpected, but that is the position.
 3 So we will stop now for the day. We will resume at
 4 10 o'clock tomorrow, please. We will do our best to get
 5 you away by lunchtime, possibly even earlier, we'll see
 6 what can be done, and in the meantime, please don't talk
 7 to anyone about your evidence or anything relating to
 8 it. All right?
 9 THE WITNESS: Okay.
 10 SIR MARTIN MOORE-BICK: Good, thank you very much.
 11 THE WITNESS: Thank you very much.
 12 (Pause)
 13 SIR MARTIN MOORE-BICK: Thank you.
 14 10 o'clock tomorrow, then, please.
 15 (4.35 pm)
 16 (The hearing adjourned until 10 am
 17 on Thursday, 13 May 2021)
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