



Grenfell Tower Inquiry

Day 148

June 22, 2021

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(10.00 am)

SIR MARTIN MOORE—BICK: Good morning, everyone. Welcome to today's hearing. Today we're going to continue hearing evidence from Ms Barbara Matthews of the TMO.

So would you ask Ms Matthews to come in, please.

MS BARBARA MATTHEWS (continued)

SIR MARTIN MOORE—BICK: Good morning, Ms Matthews.

THE WITNESS: Good morning, thank you.

SIR MARTIN MOORE—BICK: All ready to continue?

THE WITNESS: Yes.

SIR MARTIN MOORE—BICK: Good, thank you very much.

Well, Mr Kinnier, when you're ready.

Questions from COUNSEL TO THE INQUIRY (continued)

MR KINNIER: Thank you, sir.

Good morning, Ms Matthews.

A. Morning.

Q. The first topic I would like to discuss with you today is fire risk assessments and, in particular, FRA actions and the backlog.

A. Yes.

Q. For that purpose, can I first ask you to turn to some notes you made in June 2015, presumably shortly after you joined the TMO. They can be found at {TMO00880325/37}.

1

Looking at the top left—hand corner of the page, there's the name "Sacha" and the date "17/6/15".

Presumably "Sacha" is Sacha Jevans?

A. Yes.

Q. If we look further down the page, in the bottom third, we see "H&S", so health and safety, and then what appears to say:

"Operations should be doing actions.

"(JW) Badly managed [health and safety] internal audit — limited assurance.

"Consultant report — after 10 months?

"Audit actions resolved.

"Outcomes?

"FRAs and asbestos surveys — JW [presumably Janice Wray] holds contracts.

"Actions — too detailed/wrong level — sent via workflow to ops.

"Need to be clear on JW role [again, presumably Janice Wray].

"Clarity on risk areas to be [resolved]."

Now, first of all, have I deciphered your handwriting correctly there?

A. Yes, I think you have. Sorry, I was just reading the second part.

Q. Please do.

2

A. Yeah. Yeah.

Q. Now, if we can go back to the first page and the first point that you've noted there under the heading "H&S", "Operations should be doing actions", what did you mean by that?

A. It was clear to me there was two things: one, that it appeared that health and safety were being expected to do some of the actions, when really they should have been within the operations area; and, secondly, that there were a lot of actions still to be done.

Q. Thank you.

"(JW) Badly managed H&S internal audit", what did Sacha Jevans say about that, can you remember?

A. That will have been how she said it to me in the — it refers to the original internal audit that had limited assurance, which I think was 2013.

Q. Yes.

A. And in that it identified that health and safety, I believe, was badly managed, and also Sacha didn't feel that Janice had been well managed.

Q. Did she give any particular instances of how she felt the health and safety role hadn't been fully or effectively performed?

A. I don't remember. If she had, I probably would have noted them down.

3

Q. Would the same answer apply to the question: what examples did she give of the extent to which Janice Wray had been badly managed?

A. She might well have said something about that, because I was already aware from Janice's — I had a discussion with Janice about her views of how she was managed, how she was supported, so she may well have mentioned something about that. But, again, I probably would have written that down as well.

Q. Thank you.

Was the executive team's view that the limited assurance audit ranking was due in part to Janice Wray's failings?

A. I don't — it wasn't about Janice's failings; it was about the management of health and safety, not Janice herself.

Q. Looking at the next line, "Consultant report after — 10 months?", what was that referring to?

A. Now you've got me there. I don't know, she may have mentioned that there was a consultant's report. Sorry, I can't remember what my own notes meant.

Q. If you can't remember, Ms Matthews, don't worry.

Could it have been Matt Hodgson, do you think, who'd reported in 2013?

A. It may have been but, again, I probably would have — if

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1 she'd mentioned the name, I probably would have written
 2 that down. But I'm sorry, I can't remember.
 3 Q. Looking slightly further down {TMO00880325/38},
 4 "Actions — too detailed/wrong level", what did that
 5 refer to? Second from the top there.
 6 A. "Actions — too detailed/wrong level — sent via workflow
 7 to ops."
 8 That may have been what Sacha said to me about the
 9 actions that were sent through the W2 system to the
 10 operations team.
 11 Q. Okay.
 12 Now, if we look at the penultimate note on that
 13 page:
 14 "Need to be clear on JW role.
 15 "Clarity on risk areas to be reviewed."
 16 Now, breaking that down, was there a concern about
 17 the extent of Janice Wray's role?
 18 A. I think the issue was about Janice's health and safety
 19 role, rather than Janice being the person who did the
 20 actions. It had to be absolutely clear she was there to
 21 advise, monitor, progress things, but not actually do
 22 the work.
 23 Q. So the concern was regarding the breadth of her role, or
 24 other people's interpretation?
 25 A. I think it was more other people's interpretation.

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1 Q. You mention there "Clarity on risk areas"; what risk
 2 areas needed clarity?
 3 A. It was probably to look at all the risk areas — all the
 4 health and safety risk areas, and that we needed to be
 5 really clear what those risks were and what we were
 6 doing about it, so —
 7 Q. Had Sacha Jevans reported any concerns about a lack of
 8 clarity? Is that what prompted the note?
 9 A. It might well have been, yes.
 10 Q. Can you remember any particular examples?
 11 A. I can't. Again, I think if there were examples, she
 12 probably would — I would have noted that down, because
 13 it would give me a steer as to where to start.
 14 Q. Now, when you started at the TMO in June 2015, there was
 15 a health and safety committee and there was also
 16 an operational health and safety committee; is that
 17 right?
 18 A. Yes, that was correct.
 19 Q. We can see that you merged the two committees into one;
 20 is that right?
 21 A. Yes.
 22 Q. We can see that at paragraph 2.1 of minutes of the
 23 health and safety committee of July 2015. If we could
 24 go to that document, it's {TMO10010039/2}.
 25 We see there at item 2.1:

6

1 "Barbara informed the Committee that she was hopeful
 2 that this would become the TMO's only H&S Committee. It
 3 was clear that, currently, many issues were discussed at
 4 the Operations Health & Safety meeting and also by this
 5 Committee which was clearly a duplication of effort.
 6 Further, a number of officers attended both meetings so
 7 it would be sensible to work towards merging the two H&S
 8 meetings. Barbara advised that Sacha was in agreement
 9 with this approach."
 10 Following the merger of the two, were you
 11 responsible for all oversight of TMO's health and
 12 safety, including the FRA process?
 13 A. Yes.
 14 Q. And the new merged committee required regular attendance
 15 from Sacha Jevans —
 16 A. Correct.
 17 Q. — so that she could make contributions from ops?
 18 A. Yes.
 19 Q. Now, in addition to TMO staff, the health and safety
 20 committee also had representatives from Repairs Direct;
 21 is that correct?
 22 A. Yes.
 23 Q. And Graham Webb would attend?
 24 A. Yes.
 25 Q. And he was the MD of Repairs Direct?

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1 A. Yes, he was.
 2 Q. If we can go back to these minutes and go to page 3
 3 {TMO10010039/3} and item 4.1, we see there at the top of
 4 the page the heading "W2 Workflow", and it says this:
 5 "The statistics were discussed and Barbara
 6 highlighted the level of outstanding actions —
 7 particularly for Contract Management and also the
 8 Responsive Repairs. Janice advised that RD [Repairs
 9 Direct] had now analysed these actions, batched them
 10 together by address and submitted a proposal for
 11 progressing these asap. Alex had now agreed how this
 12 work would be taken forward and had requested
 13 a programme from [Repairs Direct] so that we can start
 14 to raise the orders for the initial blocks."
 15 So we see that about a month after you joined the
 16 TMO, there were a number of issues arising in relation
 17 to FRA actions.
 18 If we could just crystallise those matters, first of
 19 all, there was a noteworthy and notable level of
 20 outstanding actions; would you agree?
 21 A. There was, yes.
 22 Q. And particularly in respect of contract management; is
 23 that right?
 24 A. Correct.
 25 Q. And responsive repairs?

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1 A. Correct.
 2 Q. And responsive repairs were managed by Repairs Direct;
 3 is that right?
 4 A. Yes.
 5 Q. And so proposals were put forward by Janice Wray and
 6 Alex Bosman to resolve the outstanding backlog; is that
 7 right?
 8 A. Yes.
 9 Q. Now, if we can stay within item 4.1 on these minutes and
 10 go to the last paragraph, which says this:
 11 "Barbara advised that more information on the
 12 outstanding FRA actions needs to be provided to the
 13 Committee. Although the total provided an indication
 14 they do not provide the full picture. Janice was
 15 requested to investigate providing a more meaningful
 16 breakdown of outstanding actions so that the Committee
 17 are better able to see the detail and what work
 18 programme will be required to clear them."
 19 Did Janice Wray begin to provide a more meaningful
 20 breakdown for you and the committee?
 21 A. We did start to look at a better way, a simpler way, of
 22 providing more information so that we could understand
 23 what the actions were, because to start with all I had
 24 was numbers. I had no idea what sort of actions they
 25 were, how long they'd been sitting there, or even the

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1 level of risk that they were.
 2 Q. Now, if we look at some of the work that was done in
 3 order to meet your goal of a more meaningful breakdown,
 4 Janice Wray produced a statistics paper which we can see
 5 at {TMO10009662}.
 6 It's short and sweet on that page, and we can see
 7 that the numbers of fully completed actions are at 941,
 8 partially completed 95, and outstanding 814.
 9 Was it that figure of 814 that you considered to be
 10 too high?
 11 A. Plus the 95 partially completed, because obviously they
 12 weren't completed, but, yes, I thought it was far too
 13 high.
 14 Q. That observation raises the question: what would you
 15 consider to be an acceptable level of FRA outstanding
 16 actions?
 17 A. That's a difficult one to answer because, obviously, FRA
 18 programmes, assessments, were continuing all the time,
 19 and with each assessment, actions were being raised. So
 20 I was really at this stage trying to drive that down and
 21 drive out the older outstanding actions that seem to
 22 have been sitting around for a long time, so that what
 23 we could be looking at was much more of the current
 24 things, things that have come up from more recent FRAs,
 25 say in the last two to three months or since that last

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1 committee meeting.
 2 So the number I wasn't sure of. It would be lovely
 3 to get down to zero, but I know that's not possible.
 4 So, you know, I'd be expecting to maybe see, I don't
 5 know, 10 or 20 maybe, maybe 30, I don't know. It
 6 depends how many are being raised with each FRA. But
 7 this was clearly much too high.
 8 Q. Now, in relation to your answer there, you referred to
 9 age. Was your concern age of outstanding actions plus
 10 the level of risk they presented, or both?
 11 A. Both. Absolutely both.
 12 Q. Now, could we look at the TMO corporate health and
 13 safety minutes from 29 September 2015, so you'd been
 14 there three months. These can be found at
 15 {TMO10011359/2}, point 3.
 16 Point 3, as you see, is at the very bottom of the
 17 page and is concerned with FRAs, and 3.1 says this:
 18 "There have been an additional 200 completed actions
 19 since July. PM [Peter Maddison] added that the age
 20 profile needs to be monitored carefully going forward.
 21 "AB ..."
 22 Presumably Alex Bosman?
 23 A. Yes.
 24 Q. "... has been going through the list of actions and
 25 allocating them to the AB appropriate contractor. PM

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1 confirmed that the data will be cleansed in a meeting
 2 tomorrow. PM also met with JW [Janice Wray] to discuss
 3 streamlining the process. JW anxious to get as many of
 4 the actions completed as possible in advance of the
 5 imminent health and safety audit. PM confirmed all
 6 actions to be completed by end of November."
 7 Now, what did you understand to be meant by the
 8 phrase "the data will be cleansed"?
 9 A. I think the issue about the outstanding actions is we
 10 need to be absolutely clear that they were outstanding
 11 and that they hadn't not been cleared down from the
 12 system. So we needed to make sure we knew that the data
 13 that we were working from was the correct data.
 14 So what he was going to be looking at is to confirm
 15 whether or not actions had been completed, but they
 16 hadn't been completed on the W2 system from where we got
 17 the statistics.
 18 Q. So, in looking at the final sentence of item 3.2, he
 19 says:
 20 "PM confirmed all actions to be completed by end
 21 of November."
 22 That's November 2015?
 23 A. Yes.
 24 Q. So he was anticipating resolving all actions in the next
 25 two months, it would appear?

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1 A. That's what he was saying, yes.
 2 Q. Were there any doubts about the achievability of that
 3 goal?
 4 A. I was being advised that he was able to complete it.
 5 There were a number of things going on in the contracts
 6 management team where they were putting in place
 7 a facilities management contract, so my understanding
 8 was that, between that and this piece of work, Peter was
 9 saying he'd be able to complete them by then.
 10 Q. Thank you.
 11 Can we look at {TMO10010066}.
 12 Now, that appears to be a breakdown of FRA actions
 13 submitted by Janice Wray for this meeting on
 14 28 September. Is that a fair assumption for me to make?
 15 A. Yes.
 16 Q. Now, can we turn to page 3 of this breakdown
 17 {TMO10010066/3}. We see it's a breakdown of
 18 neighbourhood management FRA actions; is that right?
 19 A. Yes.
 20 Q. If we go to page 4 {TMO10010066/4}, we see in the bottom
 21 third of the page coloured priorities: red for high,
 22 yellow for medium, green for low. Was that the risk
 23 profile of the outstanding actions?
 24 A. That was of the outstanding actions allocated to the
 25 contract management team, because we were focusing there

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1 on the volume of actions outstanding.
 2 Q. And is it a statement of the obvious that it was
 3 critical for the TMO to know the number of outstanding
 4 high-risk actions?
 5 A. It was, yes.
 6 Q. And it was therefore presumably critical for the health
 7 and safety committee meetings to monitor the extent to
 8 which high-risk old outstanding actions were being
 9 driven down?
 10 A. Yes.
 11 Q. Thank you.
 12 Now, can we look at the statistics breakdown for
 13 the November 2015 health and safety committee meeting,
 14 so two months after this one. They can be found at
 15 {TMO10011191}. There's the broad outline.
 16 If we can go to page 4 {TMO10011191/4}, again we can
 17 see the breakdown by priority; is that right?
 18 A. Yes.
 19 Q. So at this stage we have 258 outstanding high-priority
 20 actions to be completed within the next 21 days.
 21 A. Within the contract management actions.
 22 Q. Thank you.
 23 Now, bearing that in mind, can we go now to
 24 the January 2016 statistics at {TMO10011910}. We have
 25 there the now familiar overview.

14

1 Can we turn over the page {TMO10011910/2}. We see
 2 there the age profile of the outstanding actions, but
 3 would you agree the priority ranking has not been
 4 included there?
 5 A. You're right. I think it was missed off by mistake.
 6 There's a lot of work goes into producing this
 7 information, and Janice, who creates this from the
 8 system — it's not easy to get off, or it wasn't easy to
 9 get off the W2 system, which was quite an aged system,
 10 so I suspect it fell off by mistake.
 11 Q. Given the information regarding priority was critical —
 12 A. Yes.
 13 Q. — you were missing some vital information at
 14 the January meeting; would you agree?
 15 A. We were, yes.
 16 Q. Now, information regarding priority rankings is not
 17 provided on any future breakdown. Didn't that impede
 18 the committee's capacity to monitor the effectiveness of
 19 the arrangements to drive down the number of outstanding
 20 actions?
 21 A. Well, you're right in terms of knowing whether we were
 22 driving down high risk or medium risk or low risk, but
 23 what we also needed to do was actually complete the
 24 actions and not have them slipping from one month to
 25 two months to six months to 12 months, because that was

15

1 also a concern, so don't slip backwards. But you're
 2 right, we should have been also having the information
 3 on the high, medium and low.
 4 Q. Is it fair to say, therefore, that from January 2016
 5 onwards, your focus was on driving down the overall
 6 number, rather than taking a more calibrated approach by
 7 focusing on risk profile of those outstanding actions as
 8 well?
 9 A. You're right, I was, because there was still so many
 10 that were over six months old. You can just see from
 11 there how many are sitting there in the over six months,
 12 and even in the over 12 months, which I really couldn't
 13 understand.
 14 Q. Now, just following on from that, when Janice Wray was
 15 asked in evidence whether she needed help in providing
 16 these breakdowns and doing the analysis to assist you
 17 and your committee, she said this — and I paraphrase
 18 only slightly {Day141/175:6–16}:
 19 "I could have always used more resource. It was
 20 pretty obvious that I could have always used more
 21 resource, but that wasn't going to be made available.
 22 That wasn't available, so I had to work within the
 23 constraints of what I had, and I re-prioritised and
 24 always tried to make sure that I identified the highest
 25 priority things.

16

1 "It may be that when it came to producing this
 2 report [the one we're looking at], something else on
 3 that day was of significant importance and therefore
 4 I didn't have the time to provide that level of detail,
 5 but I can't tell you, because I wouldn't have kept that
 6 detailed record."
 7 Mr Millett then asked Ms Wray {Day141/175:24}:
 8 "Question: Did [Anthony Parkes] ever say to you or
 9 did Barbara Matthews ever say to you, 'You can't have
 10 any more help, tough luck, you'll just have to manage as
 11 best you can, but by the way, we need all this granular
 12 data'?"
 13 "Answer: No, they wouldn't have said that."
 14 My question for you, Ms Matthews, is this: did you
 15 ever consider whether Janice Wray might need more help
 16 in first of all analysing the volume and priority of the
 17 outstanding FRA actions?
 18 A. We might well have discussed it, but I can't remember
 19 thinking we need to have additional resource to do the
 20 statistics. I can't remember having that conversation
 21 with Janice. I was aware that it was a lot of work, but
 22 she didn't make it clear that she needed the help to do
 23 the statistics, and I'm not sure where I would have got
 24 that resource.
 25 MR KINNIER: We're here —

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1 SIR MARTIN MOORE—BICK: Sorry, can I just interrupt for
 2 a moment?
 3 As you've said in response to an earlier question,
 4 and as we can see from this document, the document
 5 doesn't show breakdown by priorities, and I think you
 6 agree that none of these documents of this kind show
 7 breakdown by priorities.
 8 Did you never raise with Janice Wray the question —
 9 well, did you not ask her whether she could provide
 10 information about priorities in these documents?
 11 A. We did talk about it, because this information comes
 12 from the more detailed documents which I believe you've
 13 actually looked at. So the information was there and
 14 Janice and I would look at that document with those
 15 high/medium priorities in the detail. What we didn't
 16 discuss is how — what resource we needed and the fact
 17 that we needed to provide that high, medium and low
 18 information to all the committee meetings.
 19 SIR MARTIN MOORE—BICK: All right. I understand that. But
 20 it looks to me at the moment as though there's
 21 an organisational shortcoming here, in the sense that
 22 none of these documents contains information about the
 23 priorities. So it's not just a case of not doing it on
 24 one occasion, there's a systematic failure to provide
 25 it, which is what led me to ask the question whether you

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1 had instructed Janice, if you like, to include in these
 2 documents information about the priorities, which might
 3 have led to her saying, "I haven't got time to do it".
 4 A. Yes.
 5 SIR MARTIN MOORE—BICK: Can you help on that?
 6 A. Yes. We would have had that conversation about
 7 providing it because we had provided it previously, but
 8 I can't say whether I said, "We need to have it now at
 9 every meeting", as I say, because one of the things
 10 I was concentrating on was clearing the backlog, and
 11 actually anything that's getting old must be becoming
 12 a higher risk anyway because it's been sitting there for
 13 a while, and probably some of the more newer ones are
 14 repeating some of the ones that have been sitting there
 15 for a number of months.
 16 So, if you like, I was actually saying, "We must
 17 clear these because they must have become higher
 18 priorities now than perhaps when they were originally
 19 stated".
 20 SIR MARTIN MOORE—BICK: Right. Yes, all right, thank you
 21 very much.
 22 MR KINNIER: Following on from that, we're six months into
 23 your tenure or thereabouts at this stage,
 24 in January 2016. There is still a continuing issue
 25 regarding outstanding actions arising out of FRAs. At

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1 this stage, why didn't you take the step back and ask
 2 the question: do I have the right person in charge of
 3 organising the analysis and getting the work done,
 4 and/or do I have the right systems in place to drive
 5 down old high-risk outstanding FRA actions?
 6 A. I think there are a couple of things there.
 7 The thing about monitoring and the system and the
 8 information, that would have been within the health and
 9 safety area. Actually completing the actions was
 10 outside health and safety. So, as we noted — you noted
 11 earlier, the majority of outstanding actions were with
 12 contract management and responsive repairs, and they
 13 knew what those were, because you could also see from
 14 the minutes, they'd been through them, they'd discussed
 15 packages of work, they knew what they had to do.
 16 Janice's role was to manage the system and the
 17 statistics.
 18 Now, W2, which all this information was held on, was
 19 coming to the end of its life. We had no available
 20 resource to put in to programming extra reports or
 21 workflows. We didn't have all that expertise in the IT
 22 team, and we were implementing a CRM system which would
 23 have a new workflow, there would be a number of
 24 workflows and we were going to start with the FRA
 25 workflow, but there would be a number of health and

20

1 safety workflows in the CRM system which would give
2 better information and we'd be able to get better
3 statistics out of it.

4 This was really clumsy to get information out.
5 I think from what Janice had said, you saw from the
6 reports how cumbersome they were, and they weren't
7 flexible. So it was really quite difficult to get the
8 statistics we wanted from that system.

9 So what I'm saying is we didn't put all that
10 resource into W2 to get that information out.

11 Q. So if the issue was, for example, Repairs Direct not
12 doing what they were meant to do, given that you held
13 ultimate executive responsibility —

14 A. Yes.

15 Q. — for FRA significant actions, didn't the onus lie on
16 you to crack the whip more vigorously because the
17 problem was still not being resolved six months into
18 your tenure?

19 A. I did through Repairs Direct. Repairs Direct had more
20 than FRA actions outstanding, they had repairs
21 outstanding, and they too had an initial problem with
22 the system, in that, with new people coming in and using
23 the repairs system, it looked like there were lots of
24 outstanding jobs which in fact weren't outstanding.
25 People hadn't closed them off properly.

21

1 So there was a number of system issues that
2 Repairs Direct were resolving, and I was working on
3 those directly with my finance team, because it affected
4 the cost of jobs, but also at an executive level with
5 Sacha through the meetings that we had with Graham Webb.

6 Q. Thank you.

7 Now, can we go back to the minutes of the
8 November 2015 executive committee meeting. They're at
9 {TMO00843593/2}, item 3.

10 Now, November 2015. It is, in broad terms, 11 days
11 after the Adair Tower fire, and we have here an item
12 entitled "Adair Tower — Responses".

13 We'll come back to that incident in due course, but
14 if we can look at the penultimate paragraph of page 2 of
15 these minutes, which starts:

16 "Sacha noted that she has asked Gillian Kennedy to
17 put together a spreadsheet detailing all outstanding FRA
18 actions. There is a Health & Safety Audit in early
19 December and Sacha and Barbara are working together to
20 clear the backlog of actions so we can be compliant."

21 So starting with basics, it's clear that there is
22 still an outstanding problem with FRA actions at this
23 point.

24 A. Yes.

25 Q. And that the executive team were concerned that the

22

1 backlog might be identified and the subject of criticism
2 in an upcoming audit; is that right?

3 A. Yes.

4 Q. The impression — and please shout if this is unfair —
5 is that action was only taken in relation to the FRA
6 significant backlog because there was an upcoming audit.

7 A. No, that's not the case. Action was being taken all the
8 time, and what Sacha is doing here — she was almost as
9 frustrated that she wasn't able to see these things
10 completed as I was, even though they were within her own
11 area. And Gillian Kennedy, I seem to remember, was
12 an interim who was able to spend more time, probably,
13 looking at the data on all the FRA actions to see
14 whether we could — whether we had cleared any and,
15 again, they hadn't been cleared down correctly, or
16 whether there were things that could be put in place to
17 make that happen.

18 Obviously, with a health and safety audit coming up,
19 it's a bit of a sort of kick up the backside that says:
20 we need to just get on and do it. I mean, as I've said
21 all along, I felt we needed to get on and do it
22 regardless of an audit, and that's what I was trying to
23 stress at every single health and safety committee
24 meeting.

25 Q. Thank you.

23

1 If we go to the minutes of the health and safety
2 committee meeting on 24 November 2015 at {TMO10011821},
3 and if we look at item 2.3, which is at the bottom part
4 of that first page, we can see that Peter Maddison
5 amended the previous minutes to say that all backlog
6 actions would be completed by the end of November 2015;
7 would you agree?

8 A. Yes.

9 Q. If we turn to page 4 in these minutes {TMO10011821/4},
10 to item 4.1, we can see an update has been provided
11 which states:

12 "Progress has been made with reducing the volume of
13 outstanding FRA actions. [Repairs Direct] and Contract
14 Management are confident that significant further
15 progress will be made in advance of the auditor's
16 imminent visit."

17 Again, it backs up your point that the audit had
18 provided a focus.

19 A. I think it had, yes.

20 Q. Now, if we can turn to item 4.3:

21 "BM [that's you] advised that going forward it may
22 be useful for the Committee to review Significant
23 Findings and Action Plans for FRAs received since the
24 previous meeting. These could be circulated in advance
25 of meeting. The FRA Action Plans are not circulated at

24

present unless specifically requested but it would be useful for all members to be aware of the issues being raised. JW advised that currently there are approximately 15–20 FRAs completed each month."

If we could look at 4.4:

"SJ [Sacha Jevans] suggested reviewing key themes in the action plans and bringing those issues to the Committee as opposed to all the Action Plans. JW noted this suggestion and will do [so] for the next meeting."

Flowing really from the answer you have previously given, the strong impression that arises is that you were concerned to ensure the committee had a constant and informed awareness of the scale and nature of the FRA significant outstanding action problem.

A. Absolutely, yes.

Q. Had you felt that was missing hitherto?

A. Yes, I did. I did feel it was sort of hidden a bit in the statistics, as we've said. And, as I mentioned, I think it needed to be clear to the committee how many FRAs we were actually doing on a regular basis, and also what actions were coming out of it.

Q. Now, can we turn to the minutes of the next meeting, which was held on 19 January 2016. The minutes are at {TMO10012174}. There we go, health and safety committee, 19 January.

25

If we could go forward to page 4 {TMO10012174/4} and item 3.1 and 3.2. "W2 Workflow FRA Actions" there set out at the top of the page, and item 3.1 says:

"3.1 JW and BM [so Janice and yourself respectively] highlighted the main points of the FRA summaries. In particular, it was emphasised that significant progress had been made with completing the backlog of outstanding actions by Contract Management and by [Repairs Direct].

"3.2 PM [Peter Maddison] asked for a copy of the detail behind this report. PM noted that the system should be more robust to ensure actions are escalated if they are out of time or allocated to staff who are no longer with the organisation. GW [Graham Webb] advised the process will be reviewed to avoid outstanding historic actions."

Now, the report that had been prepared for this particular meeting, was that a report of the key summaries from the FRA as had been recommended by Sacha Jevans?

A. Yes.

Q. Peter Maddison suggested a "more robust" system of escalation, including where actions are allocated to a member of staff who had left the TMO. Was that a particular problem, allocation of tasks to staff who had in fact left?

26

A. I think what we found when we went through the summary is that there were initials of people who were no longer with the organisation, and Janice needed to go through and reallocate those. Those actions were already within or should have been within a work programme somewhere along the process, depending on what it was. It might have been actually a repair that had — the person who raised the actual repair was no longer with us, but the repair would be in the system. But it was quite right that we needed to tidy it up and make sure it had the correctly allocated staff member.

Q. Thank you.

Now, can we go to the next executive team minutes from the 27 January 2016 meeting. They can be found at {TMO00852776}. If we go to item 3, which is halfway down the first page, which considers the enforcement notice which had been served the previous December in relation to Adair Tower.

Could we look at the final paragraph under item 3 on the second page {TMO00852776/2}. You say there:

"Barbara advised that we are now getting up to date on FRA outstanding actions."

Now, can you remember whether anyone — and I'm thinking in particular of Mr Black — asked for more detail on the outstanding FRA actions at that point?

27

A. I don't remember him asking but, obviously, that minute is just one line. We would have had a discussion about why I was feeling that we were getting up to date, because what we were doing was clearing some of the actions, but we weren't up to date, but we were — the point being is we were getting there. People were taking the responsibility now, or I felt, to do the actions and get on and do it. So there was more focus on it now, and that was the discussion that we would have had.

Q. And was there any discussion that you can remember or were you questioned on how much progress had been made in reducing the number of high-priority old outstanding actions?

A. I don't remember how much detail we went into at that meeting.

Q. Now, bearing in mind that last observation, can we now go to the next health and safety committee meeting on 12 April 2016, so roughly three months after this one. The minutes are at {TMO10013060/3}, and can we turn to paragraph 4.1.

We see there, under the heading "W2 Workflow FRA Actions", the following is minuted.

"JW welcomed the significant drop in the number of outstanding actions for both FRAs and H&S Actions. BM

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1 acknowledged the progress made and advised that the
 2 Chief Executive remained anxious that all actions older
 3 than six months should be completed as a matter of
 4 urgency. ABos [Alex Bosman, presumably] added that his
 5 team currently has a further 50+ actions which have been
 6 confirmed as complete and will be fully completed on W2
 7 asap."
 8 Now, we see minuted here progress with the number of
 9 outstanding actions, but concern from Mr Black that the
 10 number of actions that were six months or older remained
 11 outstanding.
 12 A. Mm.
 13 Q. Now, how was Mr Black kept informed about the level of
 14 outstanding actions? And that question is directed at
 15 number, not just priority rating.
 16 A. Mr Black would have been kept advised through having the
 17 minutes of the health and safety committee, and
 18 I believe — I can't remember whether we sent all the
 19 papers to him as well so that he was aware of the actual
 20 numbers, but certainly in my discussions with him,
 21 one-to-ones and also after a health and safety
 22 committee, he would always ask me about what went on and
 23 how it progressed. So — and he was aware that I was
 24 concerned as well. So we would discuss things.
 25 I would — if he didn't get the actual reports, I would

29

1 share the information with him.
 2 Q. And would you discuss matters informally as well?
 3 A. We — definitely, yes.
 4 Q. And were FRA outstanding actions a point he returned to
 5 frequently or was it only rare that he raised it?
 6 A. No, he would have raised it probably every time we met.
 7 Q. Thank you.
 8 Now, if we can go to the executive team minutes for
 9 a meeting on 7 July 2016, so three months after this
 10 health and safety committee meeting, those minutes are
 11 at {TMO10015934}. If we can also look at the 13 July
 12 executive team minutes, which are at {TMO00894334}.
 13 Now, you can take it from me that in neither set of
 14 minutes is there any mention of FRA actions. Can you
 15 explain why FRA actions fell off the agenda at this
 16 point?
 17 A. I don't know. I'm surprised because —
 18 Q. If the battle is ongoing, it has not been won, although
 19 there were confident sounds being made by you at
 20 the April meeting, can you remember now why it did drop
 21 off the radar in July 2016?
 22 A. I can't.
 23 Q. Can we next go to the minutes, therefore, on
 24 19 January 2017, which can be found at {TMO10016020}.
 25 So that's the health and safety committee meeting.

30

1 If we can go to page 2 {TMO10016020/2} and item 4.1,
 2 which concerns FRA actions.
 3 So we see, in broad terms, six months after FRA
 4 actions appears to have dropped off the minutes, it
 5 comes up again.
 6 What is minuted as being said by you here is this:
 7 "BM raised concern that there were a large number of
 8 actions outstanding that are over 12 months. At the
 9 next meeting each of the teams with outstanding actions
 10 will need to explain their action plan to clear these
 11 down."
 12 Now, at this point, you've been in post for
 13 18 months.
 14 A. Mm.
 15 Q. The problem regarding FRA significant actions being
 16 outstanding is now chronic and apparently systemic.
 17 A. Mm—hm.
 18 Q. Was this another opportunity for you to take the step
 19 back and ask yourself the blunt question: should we be
 20 doing something differently here to crack the problem?
 21 A. I'm not sure that I stood back from it because I was
 22 very much focused on trying to get these actions
 23 cleared, trying to understand why they're still sitting
 24 there and, as I said earlier, you're right, now I'm
 25 18 months in, and a number of those that are over

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1 12 months would have, say, been — some of them would
 2 have been, you know, a few months old or six months old
 3 when I joined, and they've done exactly what I was
 4 trying for them not to do, which is literally slip into
 5 the next 12 months. So I suppose my focus was on
 6 saying, "We have to clear these", because the longer
 7 they sit there, the higher the risk they are anyway.
 8 MR KINNIER: Now, FRA actions stay and are a constant in the
 9 health and safety committee minutes —
 10 SIR MARTIN MOORE—BICK: Sorry, can I just ask, the fact that
 11 you're now drawing attention to the fact that a large
 12 number of actions are outstanding for over 12 months
 13 suggests that there may have been a systemic problem, in
 14 that you were never keeping up to speed with the FRA
 15 actions required. Is that how it struck you?
 16 A. I think you're absolutely right, and it's a bit like —
 17 I see it in finance terms — aged debt. If you don't
 18 chase — you can chase the old debt, but you have to
 19 chase the current debt as well, otherwise it just slips
 20 into old debt. And I think that's what was happening
 21 here, that things were just coming up and then slipping
 22 all the time, and therefore they were becoming over
 23 six months, over 12 months.
 24 SIR MARTIN MOORE—BICK: Well, did you think it was necessary
 25 to ask the question: why were they slipping?

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1 A. Well, that was exactly what I was trying to get to the
 2 bottom of by asking them, you know, what they are and
 3 what they're doing about it, because, you know, they're
 4 on a big list. I could go through the big list, but, as
 5 you saw, it's still quite a high number, trying to
 6 identify and actually trying to quantify if any of those
 7 could be grouped together, because some of them were
 8 repetitive. I think somewhere else in something I've
 9 read, there were a number that related, for instance, to
 10 fire extinguishers, it happens to be the one I remember,
 11 and that was waiting for the new contract to come in
 12 place, and then to get into a position where they knew
 13 where all the extinguishers were and go round and
 14 service them or remove them or whatever it was they
 15 needed to do, rather than every time Carl went round and
 16 he found a fire extinguisher that was out of date, it
 17 went on an FRA. And there were, I don't know, a couple
 18 of hundred of those, and I didn't know whether they were
 19 repetitive, because I wasn't going and checking, "Oh,
 20 yes, that's the same one as that", all I knew was:
 21 there's another fire extinguisher.
 22 The list was huge and, in detail, quite difficult to
 23 manage.
 24 SIR MARTIN MOORE-BICK: What this suggests is that someone,
 25 perhaps you, should have been asking the question, every

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1 time something slipped from the three-month to the
 2 six-month group, why had it not been completed within
 3 the three months. Was that something that you did?
 4 A. I probably should have been — and I would have been
 5 raising the fact that we are seeing them slip because,
 6 as you notice, in each of the reports the figures show
 7 the current month and, in brackets, the previous
 8 reporting, so you could see how things had moved. And
 9 some things would move positively, so you would actually
 10 clear it and that was fine, and then you would see other
 11 areas where it had moved negatively. And, yes, we did
 12 talk about that. This is the action that I asked
 13 eventually to say: look, you're quite right, I've now
 14 been here 18 months and I'm still seeing this, I need to
 15 know what you're doing about it. Because at the
 16 meetings, trying to get people to say, "We're doing
 17 this, that and the other", and then to see it happen,
 18 get them to write it down, saying, "I am going to do
 19 this by this date", it was a bit like PM saying he would
 20 get them all cleared by November, which would have been
 21 great, but of course, as you saw, that didn't happen,
 22 and —
 23 MR KINNIER: Mr Matthews, if we can —
 24 A. Sorry.
 25 SIR MARTIN MOORE-BICK: Sorry, yes, thank you very much.

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1 MR KINNIER: The danger of open questions.
 2 A. Sorry.
 3 Q. But looking at this minute here in item 4.1, you raised
 4 the concern that there were a large number of actions
 5 outstanding that were over 12 months, so it appears that
 6 the six-month-plus time bracket had been extended to
 7 12 months; is that right?
 8 A. Well, only because — it wasn't —
 9 Q. Only because the age of outstanding actions —
 10 A. Yeah, yeah.
 11 Q. Was that delay, if I can phrase it that way, reported
 12 back to Robert Black?
 13 A. Certainly I would have spoken to Robert back about my
 14 frustration — as you can probably hear — about not
 15 getting them done, and the fact that we had significant
 16 numbers still of quite old actions to be cleared.
 17 Q. Your frustrations are stark and obvious to us here
 18 today, which begs the question again: why had FRA
 19 actions dropped off the radar of the executive team
 20 agenda?
 21 A. I think the other thing I would say is the minutes of
 22 the health and safety committee went to the executive
 23 with Janice's key highlights on the front.
 24 Q. It's not quite the same, though —
 25 A. No.

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1 Q. — as FRA significant actions being an agenda item for
 2 the executive team meetings.
 3 A. No, you're right, it isn't quite the same.
 4 Q. Can we look at the next meeting minutes on
 5 16 March 2017, which can be found at {TMO10016741/4},
 6 and I'm concerned with item 3.
 7 We see there, under the heading "FRAs":
 8 "3.1 JW noted that Simon Hefferan, Contract Manager,
 9 has been really helpful in terms of closing down both
 10 historical and current FRA actions. There has been
 11 increased focus on clearing the backlog as well as
 12 keeping current records up to date and this was
 13 reflected in the statistics."
 14 "3.2 BM thanked teams for the explanation of their
 15 outstanding actions and emphasised the need for all to
 16 continue prioritising and completing these and to
 17 prevent further actions falling into the 12+ months
 18 category."
 19 It seems there that your cracking of the whip had
 20 had some success; is that a fair summary?
 21 A. It was starting to have some success, the fact that we
 22 were clearing backlog.
 23 Q. Mindful of your evidence there that you were starting to
 24 clear, in your first witness statement at paragraph 35
 25 {TMO10049987/7}, you describe it as a "mass clearing of

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1 actions". Now, that seems a bit of an exaggeration,
 2 looking at what had been recorded contemporaneously,
 3 Ms Matthews.
 4 A. Yes, okay, maybe, maybe it is, but bearing in mind where
 5 we had come from, it did feel like a mass were now being
 6 cleared, the fact that Janice and Simon had gone through
 7 together and actually were able to clear a significant
 8 amount of actions.
 9 Q. Can we go to a paper that was prepared by Janice Wray
 10 for a health and safety meeting that took place on
 11 13 June 2017. That can be found at {TMO00842218}, and
 12 it gave an update as to current progress with completion
 13 of actions.
 14 If we can look at page 1 and the very bottom row,
 15 which deals with totals, we see the total of outstanding
 16 actions there is 142.
 17 A. Yes.
 18 Q. Reading across to the right, partially complete was 165.
 19 A. Yes.
 20 Q. And so the combined total of incomplete actions was 307,
 21 that's to say 142 plus 165.
 22 A. Yes.
 23 Q. If we can look over at the second page {TMO00842218/2},
 24 we have the dates of the outstanding actions, and again,
 25 can we look at the bottom row there. We see that total

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1 outstanding actions that are four months or older is
 2 250, that is to say 50 plus 72 plus 128 equals 250.
 3 A. Mm, yes.
 4 Q. Now, we're two years on in your tenure. There appears
 5 to be a chronic and systemic problem still afflicting
 6 resolution of these outstanding actions. Would you
 7 agree with that proposition?
 8 A. I do think there was still a problem. Chronic and
 9 systemic?
 10 Q. Well, it had been certainly going on — you inherited
 11 a position.
 12 A. I did.
 13 Q. So it was two years old by this stage.
 14 A. Yeah, no, but I — it was — I would say it was systemic
 15 and chronic, and what I was doing was working a way
 16 through it so that we wouldn't be in that position going
 17 forward, because if you look at, say, the one month old
 18 and the two to three month old compared to the previous
 19 month, I know some of them will have slipped then into
 20 the four to six, but I think — the point being that we
 21 were trying to keep on top of things a bit better, and
 22 this was a backlog that we were still clearing.
 23 Q. Mindful though, and to put it bluntly, that I think you
 24 referred to 10 or 20 being your optimum —
 25 A. Yeah, maybe that's ambitious. Because, as I say, it

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1 should be zero, but a lot depends on how many FRAs
 2 you're doing.
 3 Q. But you're well off that mark here, aren't you?
 4 A. Oh, gosh, yes, I don't deny that.
 5 Q. Can we go to the minutes of the health and safety
 6 committee that was held on 13 June 2017, so the day
 7 before the fire, which can be found at {TMO10021548/3}
 8 and item 3.1.
 9 We see there, under the heading "FRA Actions":
 10 "BM expressed concern at the volume of actions which
 11 remain outstanding. She emphasised the importance of
 12 completing these in a timely manner not least because
 13 they will continue to be raised particularly as the FRA
 14 reviews become more frequent."
 15 Now, given that closing FRA actions was a problem
 16 when you joined, again I put it to you that this was
 17 an unresolved problem by the time of the day before the
 18 fire.
 19 A. It was an unresolved problem, yes.
 20 Q. Now, in the run-up, you'd asked for information before
 21 meetings some time previously. Had you before this
 22 meeting raised your concerns with Mr Black as to the
 23 continuing nature of the FRA significant actions
 24 problem?
 25 A. I'm sure I would have done in our one-to-one meetings.

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1 Q. You're sure you would have done; did you?
 2 A. I'm sure I did. I mean, sorry, I can't say any more —
 3 did I? Yeah, maybe — I don't know whether I did or
 4 not.
 5 Q. You can't say?
 6 A. I can't say for sure.
 7 Q. Put differently, by June 2017, the longstanding nature
 8 and the number of outstanding FRA actions, did that
 9 remain a subject for discussion at the weekly executive
 10 team meetings?
 11 A. It may not have been on the agenda as a specific item.
 12 Sacha, Yvonne and I used to have discussions about
 13 a number of operational things, sort of outside the
 14 executive committee, and that was definitely one on the
 15 agenda with Sacha and myself.
 16 Q. Thank you.
 17 Now can I turn to a separate topic, which is the
 18 RBKC audit in 2015/2016.
 19 Now, you mention this in your second witness
 20 statement, and the reference is paragraph 79,
 21 {TMO00873380/22}. We don't need to go to it.
 22 But the TMO received a substantial assurance rating.
 23 A. Yes.
 24 Q. The highest available under the RBKC audit ranks.
 25 Now, can we look at the audit, which was dated

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1 March 2016, and what it says about the FRA system. That
2 can be found at {TMO10024404/6}.

3 If we can look at the last bullet point in
4 particular, it says there, at the very bottom of the
5 page:

6 "The Fire Risk Assessments ... are carried out by
7 a third party specialist consultant and the FRA reviews
8 are undertaken by the TMO Assistant Safety Advisor
9 during routine inspections of properties to ensure that
10 any significant findings and action plan items
11 identified by the FRA are progressed in a timely manner
12 as per their stated priority. Checks on Keystone for
13 ten estates confirmed these were up to date and all fire
14 equipment had been inspected within the past
15 twelve month period."

16 Who was primarily responsible for providing the
17 auditor with information regarding health and safety and
18 fire safety performance in particular?

19 A. In relation to this particular audit and what he's
20 referencing here?

21 Q. Yes.

22 A. What he's referencing here is the inspection of
23 equipment at various estates, and that information would
24 have been held on our Keystone asset management system,
25 and so I believe John Borra would have been the

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1 gentleman responsible for providing the confirmation
2 that those inspections had taken place.

3 Q. Now, it's asserted there that any significant findings
4 and action plans identified by the FRA are progressed in
5 a timely manner as per their stated priority. Do you
6 agree that's what's said?

7 A. That's what it says.

8 Q. From where would the auditor have obtained the
9 information to make that statement?

10 A. I think you'll see it says the "inspections of
11 properties to ensure that any significant findings ...
12 identified by the ... are progressed in a timely
13 manner". He's saying the inspections that we do, not
14 identified by — sorry, can I go back to the beginning
15 of the sentence?

16 Q. Please do. You refresh your memory and think about what
17 I've asked and then answer.

18 SIR MARTIN MOORE-BICK: You would like to see the bottom of
19 the previous page?

20 A. The bottom of the previous page, so it's the beginning
21 of the sentence, sorry. Just to remind myself.

22 (Pause)

23 Right, can you ask the question again?

24 Q. Of course.

25 Now, it's set out there that:

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1 "... any significant findings and action plan items
2 identified by the FRA [fire risk assessment] are
3 progressed in a timely manner as per their stated
4 priority."

5 Now, I don't want to be too lawyerly about that, but
6 that element of the sentence appears to be different to
7 the routine inspections point. Is that how you read it?

8 A. It does, because he's actually talking about the
9 inspections of properties, because I — the reason
10 that — I understand what the checks that he did were,
11 and he was checking that fire equipment or fire systems
12 had been inspected, which is what he's saying — how
13 he's saying he checked that the item that he said
14 happens is true, but I'm not sure he's written properly
15 what he actually meant now that I come — I must have
16 read it — I know I read it at the time.

17 Q. Ms Matthews, it may be that this document doesn't bear
18 too close textual analysis.

19 A. Yeah.

20 Q. But my question was: do you know where he would have got
21 the information that "significant findings and action
22 plan items identified by the FRA are progressed in
23 a timely manner"?

24 A. But the only place he would have got that, stated the
25 way you've stated it, would have been from the

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1 information held in W2 and, to follow through, the
2 original finding as it's been put on and to see the
3 actions that are cleared. But I'm not sure whether he's
4 referring to that there. Sorry, I —

5 Q. Don't worry, I think that might be the limit of how far
6 we can take that particular matter.

7 Can we now turn to a separate and distinct topic,
8 which is LFB enforcement notices, and, first of all, the
9 TMO's policy as to how to deal with notices such as
10 that.

11 Can we look at, first of all, the procedural
12 arrangements in place at the TMO.

13 Were the number and the substance of LFB enforcement
14 notices monitored by the health and safety committee?

15 A. They were.

16 Q. Were LFB enforcement notices, the fact of, the number
17 and the substance, monitored —

18 A. Yes.

19 Q. — by the health and safety committee?

20 A. Yes.

21 Q. Were deficiency and enforcement notices recorded
22 anywhere to enable you personally or the health and
23 safety committee to monitor the number, themes arising
24 and, crucially, closing out actions necessary to make
25 good the deficiencies?

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1 A. Those — we didn't get many deficiency notices, and we
 2 only had two enforcement notices, as far as I'm aware.
 3 In the year 2014/15, we had zero deficiency notices, and
 4 then —
 5 Q. So, sorry to interrupt, is the answer to my question
 6 they weren't recorded anywhere?
 7 A. They weren't — what I was about to say is there was not
 8 a workflow through W2, so there wasn't a formal
 9 system/place to record them, and therefore they were
 10 recorded as a spreadsheet.
 11 Q. Now, were enforcement notices reported to the executive
 12 team within a certain timescale?
 13 A. Yes, they were. They were sent immediately to the
 14 executive team and, when we received them, also to the
 15 board.
 16 Q. Were the notices reported, for example, to RBKC as well
 17 within the —
 18 A. RBKC had a copy at the same time.
 19 Q. Always?
 20 A. We only had two enforcement notices, so I'm assuming
 21 that that was the case.
 22 Q. Were copies sent to the TMO board?
 23 A. Yes, I just mentioned that.
 24 Q. But is it right to say — and on your evidence, simply
 25 because there was insufficient number — there was no

45

1 formal process for the management of and responding
 2 to —
 3 A. No, there was no formal process.
 4 Q. Now, can we look at what the 2013 fire safety strategy
 5 says about LFB notices.
 6 If we can turn to {TMO00830598/2}, and in particular
 7 paragraph 3.3.
 8 I'll just let you read that to yourself, rather than
 9 inflicting my voice on anyone any further.
 10 (Pause)
 11 Thank you. Have you read it?
 12 A. Yes.
 13 Q. The strategy doesn't set out a way of addressing the
 14 substance of deficiency and enforcement notices, whether
 15 by monitoring by the health and safety committee or
 16 anything else. Is that a fair observation?
 17 A. Yes.
 18 Q. Can we look at the draft proposed strategy which was due
 19 to be signed off or was signed off just before the fire,
 20 and go to {TMO00842210}.
 21 Now, you can take it from me that this document
 22 contains no provision for arrangements for addressing
 23 the contents of deficiency or enforcement notices
 24 either.
 25 Can you help us as to why there was no substantive

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1 update following the TMO's recent experience with LFB
 2 regulatory action?
 3 A. No, I can't explain why we didn't put a process in
 4 there.
 5 Q. It wasn't a topic of discussion at the time when you
 6 were reviewing the new strategy?
 7 A. I don't remember so, no.
 8 Q. Can I now turn on to the letter from the London Fire and
 9 Emergency Planning Authority regarding the
 10 Shepherds Court fire.
 11 Now, a letter was sent from LFEPA in respect of
 12 building work issues that had been highlighted by the
 13 fire at Shepherds Court in the neighbouring borough of
 14 Hammersmith and Fulham.
 15 Can you remember, was there a formal process for
 16 consideration of such correspondence from LFEPA,
 17 a formal process?
 18 A. There was no formal process.
 19 Q. Can we look at the letter in particular that we're
 20 concerned with here, which can be found at
 21 {TMO00861973} — sorry, this is the email correspondence
 22 by which Mr Black forwarded the covering email received
 23 from Laura Johnson.
 24 It's forwarded by Laura Johnson. If we can go to
 25 the bottom of the first page ...

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1 (Pause)
 2 Just whilst we're waiting, what Mr Black had said
 3 is, "I will review with Janice and come back to you so
 4 we can clarify the position".
 5 Janice Wray is then copied and sends the letter from
 6 the LFB to you and others.
 7 A. Mm.
 8 Q. Now, you respond in a separate email at page 2
 9 {TMO00861973/2}, if we can go to that. We see your
 10 email there on 20 April, sent at 10.09. It's solely
 11 sent to Janice:
 12 "Janice
 13 "Thanks for sending this on.
 14 "Do you know which of our buildings has the type of
 15 infill panels etc that are referred to in the letter?
 16 "I also assume the cladding recently installed at
 17 Grenfell would be compliant?"
 18 If we can go to {RBK00001726}, you see Janice Wray's
 19 response on 27 April at 14.46. It's the third email in
 20 the chain:
 21 "Apologies for the delay but I wanted to check with
 22 our Fire Risk Assessor before I responded to you.
 23 "I can confirm that it is our understanding that we
 24 do not have any blocks with cladding of the nature
 25 described in the LFB's letter (which was present at the

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1 Shepherds Bush tower block). Grenfell Tower did have
 2 external cladding panels fitted as part of the recent
 3 refurbishment work, however, our assessor investigated
 4 thoroughly the detail of the installation with the
 5 contractor (Rydons) when the works were on site and he
 6 is able to confirm that this complies with the
 7 requirements of the current Building Regulations."
 8 Did you seek any assurance from Janice Wray about
 9 how she'd been able to provide such confirmation?
 10 A. Only that I was aware she spoke to Carl Stokes about it.
 11 I didn't seek any additional confirmation.
 12 Q. Thank you.
 13 Can we now turn to a separate topic, which is
 14 Adair Tower.
 15 A. Mm—hm.
 16 Q. Now, on 12 October 2015, the LFB issued a deficiency
 17 notice and served it on the TMO in respect of
 18 Adair Tower. Just so you can familiarise yourself with
 19 it, can we go to that notice, which is {TMO00842271}.
 20 It's addressed to Janice Wray at the TMO, and if we
 21 go on to the third page {TMO00842271/3}, we can see the
 22 first of two sheets which set out the deficiencies and
 23 areas of concern which the LFB had identified. If we
 24 can just go on to the next page after that, and the
 25 final page.

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1 Now, can you remember when you first saw that
 2 notice?
 3 A. I don't know the exact date, but Janice would have sent
 4 it to me when we had it.
 5 Q. Given their relative rarity for the TMO's purposes,
 6 is it a fair assumption that the notice and its contents
 7 caused you some serious concern?
 8 A. It would have raised some concerns. I think on the
 9 previous page it talks about protected routes.
 10 Q. If we can go back —
 11 A. Yes.
 12 Q. It might be useful to go back to the third page
 13 {TMO00842271/3}.
 14 A. Because there were some technical issues in that.
 15 Q. So what we've got, the first identified deficiency is in
 16 relation to Article 11 of the order, and that:
 17 "... preventive and protective measures had not been
 18 planned, organised, controlled, monitored or
 19 reviewed ... It was found that the significant findings
 20 had not been monitored and reviewed to ensure works had
 21 been completed."
 22 If we turn over the page {TMO00842271/4}, identified
 23 breach of Article 17(1), which, as you identified,
 24 concerned protected routes.
 25 Looking further down the page, Article 8:

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1 "... the general fire precautions as identified in
 2 the significant findings of your fire risk assessment
 3 had not been implemented."
 4 Would you agree that, even on a cursory read of this
 5 schedule, it highlighted significant failings with
 6 carrying out works identified in fire risk assessments?
 7 A. Yes.
 8 Q. Who did you inform that the notice had been received and
 9 its substance? I'm thinking of the board, RBKC or
 10 anyone else.
 11 A. I don't think I informed anybody specifically.
 12 Q. Would you have assumed that Janice would have informed
 13 the people who needed to be aware of this?
 14 A. I would have assumed Janice would have advised the
 15 executive team. At this stage we wouldn't necessarily
 16 have sent all deficiency notices to the board.
 17 Q. Or RBKC?
 18 A. Or RBKC. I'm not sure whether they received — I know
 19 this one was addressed to Janice, and I can't remember
 20 whether they received a copy as well anyway.
 21 Q. Well, can we turn to your notebooks, please, in this
 22 regard, {TMO00880329/85}.
 23 Now, these are your handwritten notes for a team
 24 meeting on 13 October 2015, so the day after the notice
 25 of deficiency was issued. We can see from the very top

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1 left-hand corner that the attendees included RB, Robert
 2 Black —
 3 A. No, that's not Robert Black.
 4 Q. Who is that?
 5 A. That's Rupa Bhola.
 6 Q. Rupa Bhola.
 7 And we see there "JW", that's presumably
 8 Janice Wray?
 9 A. Yes.
 10 Q. And your notes regarding this meeting go over to page 86
 11 {TMO00880329/6}.
 12 Can we look at item 6, which is the "Managers
 13 updates", which is on this page, and we see the second
 14 broad heading is "H&S", so presumably health and safety.
 15 A. Mm.
 16 Q. And the second bullet point is, "Deficiency notice from
 17 LFB".
 18 Can you remember now what discussion, if any, there
 19 was about the substance of the deficiencies identified
 20 by the LFB?
 21 A. There wouldn't have been at this particular meeting
 22 a detailed discussion because, as you saw at the top,
 23 this was my team meeting, and my team consisted of
 24 somebody from finance, IT, home ownership and Janice.
 25 We were — they were all my direct reports, and this

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1 update was really for their colleagues to advise each
 2 other on the things that were occurring in their areas.
 3 So there wouldn't have been a detailed discussion.
 4 Janice would have advised we'd had a deficiency notice,
 5 because I know that various of the team members,
 6 particularly Dan Wood, who was in charge of home
 7 ownership, he would have been interested to understand
 8 what was in there, but we wouldn't have had a discussion
 9 about the detail.
 10 Q. Thank you.
 11 Can we now turn to {TMO00866480}. This is an email
 12 chain in which Robert Black emails board members about
 13 the Adair Tower fire. We can see his email there just
 14 below the top of the page, 2 November 2015, an email
 15 sent at 15.58 to board members.
 16 Do you remember seeing that email or, indeed,
 17 helping with its preparation?
 18 A. Yes, I probably would have helped with the preparation.
 19 Q. Before I ask you the next question, might I ask you to
 20 skim—read the email and, if necessary, please shout to
 21 the document manager if you need to turn over the page.
 22 (Pause)
 23 Would you agree there is no mention there, in the
 24 update given to the board, of the fact or the substance
 25 of the deficiency notice?

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1 A. There is no mention.
 2 Q. Do you know why that wasn't mentioned?
 3 A. I think this was a report about the fire, and I think it
 4 just was missed off this report.
 5 Q. The fact and the substance of the deficiency notice was
 6 relevant, wasn't it, not least as an aspect of corporate
 7 risk, bearing in mind the corporate risk map that we
 8 discussed yesterday?
 9 A. Correct.
 10 Q. And it ought to have been mentioned in this email to the
 11 board, shouldn't it?
 12 A. It should have been.
 13 Q. Can you therefore help us as to when the board were
 14 first informed about the fact and substance of the
 15 Adair Tower deficiency notice?
 16 A. I don't know whether it came up in a board meeting or —
 17 I actually can't remember.
 18 Q. Can we then turn back to your notebooks, please,
 19 {TMO00880329/101}.
 20 Now, if we look at the top left—hand corner, it
 21 appears to say "Fire [meeting]"; is that —
 22 A. That was the Adair fire.
 23 Q. And 3 November 2015. It says:
 24 "People in temporary accommodation.
 25 "Want to get as many back as possible."

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1 If we go down a few lines:
 2 "Fire Brigade have visited — assessed as
 3 structurally safe."
 4 If we go down to the penultimate entry on this page,
 5 which says:
 6 "Discussion about Fire Brigade need to have doors
 7 having self closers.
 8 "Fire consultant — visit to make assessment and take
 9 photos."
 10 Is that a fair translation of your handwriting?
 11 A. Yes.
 12 Q. So it would appear, on the face of those contemporaneous
 13 handwritten notes, that the TMO and indeed yourself were
 14 aware of the importance of self—closers as an issue?
 15 A. Yes.
 16 Q. Now, who was at this meeting on 3 November 2015?
 17 A. I don't know. I hadn't written that at the top.
 18 I think probably the executive team.
 19 Q. So would Mr Black have attended?
 20 A. Yes.
 21 MR KINNIER: Can we now turn to a separate and distinct
 22 chain of email correspondence, which can be found at
 23 {TMO00869184/6}.
 24 SIR MARTIN MOORE—BICK: Mr Kinnier, are we going to a new
 25 topic?

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1 MR KINNIER: We probably are, sir, so this may be the
 2 appropriate time.
 3 SIR MARTIN MOORE—BICK: All right. Well, I think if we are
 4 going to a new topic, it is the appropriate time.
 5 I think it's time we had a little break,
 6 Ms Matthews.
 7 THE WITNESS: Okay.
 8 SIR MARTIN MOORE—BICK: We're going to take a break now.
 9 We'll come back at 11.35, please.
 10 Again, don't speak to anyone about your evidence or
 11 anything relating to it while you're away. All right?
 12 THE WITNESS: Okay, thank you.
 13 SIR MARTIN MOORE—BICK: Thank you very much.
 14 (Pause)
 15 All right, 11.35, please.
 16 (11.18 am)
 17 (A short break)
 18 (11.36 am)
 19 SIR MARTIN MOORE—BICK: Right, Ms Matthews, ready to keep
 20 going?
 21 THE WITNESS: Yes.
 22 SIR MARTIN MOORE—BICK: Good, thank you very much.
 23 Yes, Mr Kinnier.
 24 MR KINNIER: Thank you, sir.
 25 We were discussing Adair Tower, the fire and its

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1 aftermath.
 2 A. Yes.
 3 Q. Can you look next, please, at a chain of email
 4 correspondence, {TMO00869184/6}.
 5 This is an email from Janice Wray to Rebecca Burton,
 6 the local LFB fire safety team leader, sent on
 7 22 October 2015 in respect of further potential
 8 deficiency notices for fire-rated flat doors missing
 9 self-closers.
 10 The chain continues on 4 November 2015, which can be
 11 found at page 3 {TMO00869184/3}, where Rebecca Burton,
 12 we can see there, in the email sent at 12.12, asked
 13 Janice Wray for some detail on Adair Tower.
 14 Janice Wray forwards that email on for assistance
 15 with a response to Ms Burton, and you are copied in to
 16 that email. We can see that at the bottom of page 2
 17 {TMO00869184/2}.
 18 Do you remember reading that chain of emails?
 19 A. Yes, I do.
 20 Q. Was that the first time that you'd become aware that
 21 there may be five more deficiency notices in the
 22 pipeline, partly to do with self-closing devices?
 23 A. Five more? I mean, it would have been the first time
 24 I was aware.
 25 Q. Thank you.

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1 Now, given your executive responsibility for health
 2 and safety, what measures did you take or what advice
 3 did you give, first of all, to the board regarding the
 4 prospect of further deficiency notices?
 5 A. I don't remember.
 6 Q. Did you give advice or take any measures or commend any
 7 measures to the board?
 8 A. About deficiency notices? I don't actually remember
 9 what went to the board about deficiency notices at this
 10 time. So, sorry, I can't remember that bit.
 11 Q. Did you have any discussion with Janice Wray about how
 12 best to respond to the prospect of further regulatory
 13 action from the LFB?
 14 A. We obviously talked about the possibility of getting
 15 further action and, obviously, we would need to wait to
 16 see what that action was before we could — to see what
 17 that notice said before we could take any action.
 18 Q. Staying on this page {TMO00869184/2}, you'll see
 19 immediately above Janice Wray's email to you all,
 20 there's a response from Peter Maddison. You'll see in
 21 the second paragraph, he says:
 22 "On the scaffold, we need to remind the brigade that
 23 they carried out an inspection of the block recently and
 24 did not pick this up as an issue."
 25 Now, did that particular comment strike you as

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1 seeking to put blame or responsibility on the LFB for
 2 not picking up that issue, rather than focusing on the
 3 TMO not having addressed that particular
 4 scaffold-related issue?
 5 A. The way that is worded, it's the former that you said,
 6 that it's identifying that the LFB had done
 7 an inspection and this hadn't come up. He's not, in
 8 this particular case, addressing the issue of scaffold
 9 in front of the dry riser, as far as I can remember.
 10 Q. But does Mr Maddison's email reflect a broader attitude
 11 that, so long as the LFB didn't comment on something or
 12 didn't comment on something adversely, then the
 13 situation was okay?
 14 A. I don't think that was the general — I don't think
 15 that's what that is aimed at there. I think it's
 16 a specific comment about this particular issue.
 17 Q. Can we turn on to the fire risk assessment and action
 18 plan that Carl Stokes was then instructed to prepare
 19 following the fire.
 20 If we can go to the record of significant findings
 21 and action plan dated 11 November 2015, which can be
 22 found at {TMO00840466}.
 23 First of all, did you see that document at the time?
 24 A. I did, yes.
 25 Q. If we can turn to page 5 {TMO00840466/5}, we see the

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1 bottom entry, 12i, provides:
 2 "... any flat entrance doors in this building that
 3 do not have self closing devices fitted to them have
 4 self closing devices fitted."
 5 We see in the next column:
 6 "TMO accepts this recommendation and is committed to
 7 progressing the installation of self-closing devices as
 8 a matter of urgency."
 9 Did the fact and substance of the deficiency notice,
 10 followed shortly thereafter by the fire in which those
 11 deficiencies were illustrated, cause you to think there
 12 was a problem with the adequacy of Carl Stokes' FRAs?
 13 A. No, I did not consider that.
 14 Q. Now, you received a lengthy email from Janice Wray on
 15 13 November, which can be found at {TMO00840415}, and
 16 that followed a meeting that she had had with
 17 Rebecca Burton.
 18 Now, the email indicates that, following the fire,
 19 the LFB audit assessed Adair and Hazlewood Towers, which
 20 were sister buildings, identical design, as being
 21 level 5, and you'll see that in the substantive
 22 paragraph under item 2, which would generally result in
 23 enforcement action or, indeed, prosecution.
 24 If we can go to the bottom of the email, which is at
 25 page 2 {TMO00840415/2} and halfway down that page, we

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1 see a paragraph which starts with the word "However",
 2 and if that could be amplified, please. Ms Wray says:
 3 "However, it seems that specifically they [the LFB]
 4 are focusing on self closers on flat entrance doors and
 5 ventilation. Her stated preference would be to have
 6 both staircases closed as opposed to un-enclosed,
 7 however, she is keen to see the reviewed risk
 8 assessment. I asked if she needed to see action on both
 9 of these points — if we fitted self-closers could she
 10 accept the ventilation — and she re-iterated that she
 11 needed to see the revised FRA. I had the impression
 12 that if the FRA recognised the need to fit self-closers
 13 and this was programmed swiftly (for both blocks) this
 14 might be acceptable."

15 Bearing in mind that observation, can you help us as
 16 to why the FRA that Carl Stokes had prepared was not
 17 sent to the LFB until 8 December 2015?

18 A. I don't know why it wasn't sent.

19 Q. Can you confirm that no instruction was given to hold
 20 back service of the FRA?

21 A. No, there was no reason to hold it back.

22 Q. Can we now look at another email chain, which can be
 23 found at {TMO00866489/2}.

24 This is an email from Carl Stokes — I'm afraid his
 25 name is redacted — to Janice Wray. It was revision 4

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1 or 5 of the FRA for Adair Tower.

2 If we go back to page 1 {TMO00866489/1}, she sends
 3 it on to you, Robert Black and Sacha Jevans later that
 4 day, and we can see the next day, so on
 5 19 November 2015, Peter Maddison responds, via
 6 Sacha Jevans for some reason, and might I invite you to
 7 read that email to yourself and indicate when you've
 8 done so.

9 (Pause)

10 A. Yes, I've read it.

11 Q. Thank you.

12 Now, it looks like Carl Stokes' original view was
 13 that self-closers should have a high-priority action;
 14 would you agree with that?

15 A. It does, yes.

16 Q. Now, Peter Maddison, equally obviously, does not agree,
 17 and thinks that the action should either be "low" or
 18 "advice"; is that a fair summary?

19 A. From that email, yes, I would agree.

20 Q. So Carl Stokes gave his advice to the TMO, the TMO
 21 appears to have rejected that advice and revised the FRA
 22 to reflect Mr Maddison's view; is that a fair summary?

23 A. Carl agreed to amend it following the reasoning behind
 24 why we felt it wasn't appropriate to be a high-priority
 25 action.

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1 Q. Now, if we can just look at that, would you accept that
 2 Mr Maddison had no qualifications whatsoever in relation
 3 to fire risk assessment and their conduct?

4 A. Correct.

5 Q. And would it be fair to observe that Mr Maddison's
 6 contribution had nothing to do with fire safety; what
 7 he's concerned with there is the TMO's ability to fit
 8 self-closers?

9 A. When you say "ability", he's referring there mainly to
 10 the statutory requirement, and therefore that being the
 11 ability or inability to be able to do it.

12 Q. But he's not obviously or primarily concerned with fire
 13 safety, is he?

14 A. From the way it's worded there, no.

15 Q. Now, you responded to Mr Maddison's email at 9.20 on
 16 20 November 2015, and we can find that at
 17 {TMO00866493/2}, and the very bottom of page 2.

18 We see there, at the very bottom, "Dear All", and if
 19 we can go over the page to page 3 {TMO00866493/3}, you
 20 say this:

21 "I agree with Peter's view that this finding should
 22 be low rather than high as there is no regulation
 23 requiring the retrofit of self closers and we could not
 24 enforce this for leaseholders.

25 "I have asked Janice to raise this with Carl to

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1 amend the level of this finding. The action currently
 2 reads as a recommendation which we should annotate to
 3 reflect that we will initiate a programme to complete
 4 the work promptly (with the exception of leaseholders
 5 where we can only recommend that they be fitted)."

6 Now, you agreed with Mr Maddison, and it would
 7 appear on the basis that you considered there to be no
 8 regulatory requirement in relation to retrofitting of
 9 self-closers; is that, again, a fair summary?

10 A. Yes.

11 Q. Now, on what basis did you reach that view? For
 12 example, did you consult any external fire consultant?

13 A. No, I would have asked Janice.

14 Q. And she was your sole source of advice on it?

15 A. She was, yes.

16 Q. So you yourself didn't consult the LGA guide for any
 17 advice?

18 A. No, not for that.

19 Q. Did you consult RBKC's health and safety adviser?

20 A. No.

21 Q. Did you consult the provisions of the Fire Safety Order?

22 A. No.

23 Q. And when reaching this view, what regard did you have to
 24 the indication in the notice of deficiencies that the
 25 LFB considered the TMO were in breach of their

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1 obligations in respect of self—closers?
 2 A. In the deficiency notice?
 3 Q. Yes.
 4 A. I was aware that we should have doors with self—closers
 5 and therefore, if they weren't, we were in breach. But
 6 I think the issue here was about being able to carry out
 7 an action — that we wouldn't be able to carry out this
 8 particular action.
 9 Q. Were you concerned more with the retro element, the
 10 retrofitting, rather than fitment, looking at the second
 11 line of this email?
 12 A. This was about retrofitting, going back and inspecting
 13 and actually fitting self—closers to doors that didn't
 14 have them or were broken or whatever.
 15 SIR MARTIN MOORE—BICK: I can see there was a problem with
 16 leaseholder doors because the terms of the lease may or
 17 may not have given you power to enter to do the work or
 18 require the work to be done. That wouldn't be a problem
 19 for tenants' doors, would it?
 20 A. Well, you haven't got a right to enter a tenant's
 21 property to do things, and therefore we would need to
 22 find a way to enable that to happen. If a tenant
 23 refused to allow us to come in to check their
 24 door—closer, there was nothing that we could enforce.
 25 A gas safety check, you could, but for a door —

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1 inspecting a door, we had no legal recourse.
 2 SIR MARTIN MOORE—BICK: All right, thank you.
 3 MR KINNIER: Just following on from the Chairman's question,
 4 did you consult the provisions of the tenancy agreements
 5 to determine what rights of access you had to carry out
 6 repairs?
 7 A. If I might say, carrying out a repair, you have a right
 8 to carry out a repair — sorry. In answer to your
 9 question, no, I didn't go through the tenancy agreement,
 10 apologies.
 11 Q. Thank you.
 12 Can we look at a parallel chain of email
 13 correspondence. It can be found at {CST00025291/3}.
 14 The first email is sent by Carl Stokes to
 15 Janice Wray at 9.48 on 20 November 2015.
 16 "Janice
 17 "My advice is that the item ref fitting self closing
 18 devices stays as a high but as there is a policy in
 19 place regarding advice on fitting door self closing
 20 devices I do not have a problem with the priority being
 21 stated as 'strong advice' this is partly to appease the
 22 LFB.
 23 "But the fitting of the door self closing devices
 24 must be given a high priority by the TMO and repairs
 25 direct."

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1 Then can we see your email to Carl Stokes at 10.27
 2 {CST00025291/2}. I'll read this out:
 3 "Yesterday when we met we agreed that High priority
 4 items are stated as such due to the legal or regulatory
 5 requirement to undertake the action. As this is not the
 6 case with retro fitting self closers I'm not sure why
 7 you would be stating it as a high priority. We have
 8 agreed internally that we will arrange for a programme
 9 of fitting self closers (on existing doors) to be
 10 undertaken quickly. However as we are unable to enforce
 11 this for leaseholders we would be unable to action
 12 [them] as currently described. Our programme will
 13 concentrate on tenants doors and will strongly advise
 14 leaseholders to follow suit.
 15 "We do not want to be in a position with the LFB
 16 that they can issue a deficiency notice for all doors as
 17 we would be unable to fully action this.
 18 "We would be giving the fitting of self closers
 19 where we can a high priority, and to note that all new
 20 doors fitted would have self closers fitted anyway.
 21 "Hopefully you can now at least downgrade this
 22 priority to a medium is not low?"
 23 I think you mean "if not low" there.
 24 A. Yes, I do.
 25 Q. Now, first you state that high priority means legal or

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1 regulatory requirement to undertake action; is that
 2 right? That's what you say there?
 3 A. That's what that says there, yes.
 4 Q. That means if the TMO do not take action, they would be
 5 in breach of a regulatory requirement; is that right?
 6 A. Yes.
 7 Q. Why do you say that retrofitting self—closers is not
 8 a legal requirement?
 9 A. Because my understanding was it wasn't a legal
 10 requirement to retrofit self—closers on flat entrance
 11 doors.
 12 Q. And that was on the basis of what Janice Wray advised
 13 you; is that right?
 14 A. Yes.
 15 Q. When you say "unable to fully action this", were you
 16 referring to leaseholders' doors there?
 17 A. We are referring to leaseholders' doors there, yes.
 18 Q. Now, in the final sentence, when you say, "Hopefully you
 19 can now at least downgrade this priority to a medium
 20 [if] not low?", what you're effectively asking Mr Stokes
 21 to do there is to change his independent assessment of
 22 the risk; would you agree?
 23 A. I am. That's how it appears.
 24 Q. Again, you have no, as you accepted yesterday, technical
 25 background in health and safety or fire safety in

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1 particular?
 2 A. You're right.
 3 Q. And yet, notwithstanding the absence of that background,
 4 you had no hesitation in asking Mr Stokes to change his
 5 independent assessment?
 6 A. I was asking him to change it.
 7 MR KINNIER: Can we turn now to the topic —
 8 SIR MARTIN MOORE—BICK: Just help me with this, if you
 9 could. I'm not quite clear in my mind why, if the LFB
 10 had said there was a deficiency in relation to
 11 self—closers, you were of the view that there was no
 12 legal obligation to fit self—closers.
 13 A. Because the deficiency isn't a regulatory legal
 14 document.
 15 SIR MARTIN MOORE—BICK: Well, it's meant to advise you,
 16 isn't it, about —
 17 A. You're right —
 18 SIR MARTIN MOORE—BICK: — respects in which you don't
 19 comply with the Regulatory Reform (Fire Safety) Order?
 20 A. You're right, that is advising us of such, but it isn't
 21 a regulatory document that — or legal requirement that
 22 we have to go back and retrofit self—closers.
 23 SIR MARTIN MOORE—BICK: No, I understand it may not have
 24 immediate legal implications, but it's an expression of
 25 opinion by the Fire Brigade that you're not, to that

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1 extent, in compliance with your duties under the RRFSO
 2 order.
 3 A. You're right, yes.
 4 SIR MARTIN MOORE—BICK: So I'm just curious to know on what
 5 basis you thought they were wrong?
 6 A. I didn't think they were wrong. I mean, you're talking
 7 about Carl Stokes expressing it as a high—priority item
 8 or —
 9 SIR MARTIN MOORE—BICK: Yes.
 10 A. — the deficiency notice?
 11 SIR MARTIN MOORE—BICK: Well, one follows from the other,
 12 doesn't it?
 13 A. Well, the high—priority item gives us a timescale in
 14 which we're required to complete this action, and we
 15 were aware that that would not be possible to complete
 16 this action, firstly, because we wouldn't be able to
 17 complete it for leaseholders and, secondly, with the
 18 issue of tenants, we have no right to go into tenants'
 19 properties and — without prior arrangement and
 20 agreement, and you cannot necessarily enforce that.
 21 So it would be an action we would not be able to
 22 complete, which is the emphasis on why we were looking
 23 at not having it being as a high priority. I don't
 24 think the issue was we were saying we didn't want to do
 25 this, and we were putting in a programme of work, as you

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1 can see, to complete this piece of work. But to have it
 2 as a high priority, we'd just fail at completing it,
 3 because we couldn't.
 4 SIR MARTIN MOORE—BICK: All right, thank you very much.
 5 MR KINNIER: Thank you, sir.
 6 If I could ask you to go to the top of page 1 of
 7 this particular email chain {CST00025291/1}.
 8 Carl Stokes has sent you the revised FRA, and you
 9 respond to him here at this email of 13.25, and you say
 10 this:
 11 "Carl
 12 "You have added a new sentence in the Actions to be
 13 taken under this item which states 'This is as to the
 14 agreed policy'. This applies to item 12c not 12i. We
 15 have not agreed a policy (otherwise this implies retro
 16 fitting door closers on all doors for all properties.
 17 We have agreed a plan for Adair tower (and Hazelwood)
 18 but not for any other properties. The policy to fit new
 19 fire rated doors with self closers applies when any door
 20 needs to be replaced due to damage etc.
 21 "Please agree that I can remove this sentence in
 22 12i."
 23 Now, you seek his agreement that you can further
 24 alter the FRA by removing the sentence about an agreed
 25 policy from 12i. Would you accept that's a further

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1 attempt, put bluntly, to manipulate the content of the
 2 FRA?
 3 A. I think we were trying to make it clear what the action
 4 related to, and the FRA related to Adair and Hazlewood
 5 and not to all properties, and that's what we were
 6 trying to make clear.
 7 Q. But isn't the difficulty here one that the Chairman has
 8 touched on, that the policy of retrofitting all
 9 door—closers was exactly what the LFB were asking you to
 10 do, and yet you were declining to do it?
 11 A. My understanding was that was on Adair and Hazlewood,
 12 rather than on all doors across all properties. Maybe
 13 I've got a misunderstanding of what the LFB were trying
 14 to identify in that deficiency notice.
 15 Q. Now, Mr Stokes was asked about this email correspondence
 16 in his oral evidence to the Inquiry, and Mr Millett
 17 asked him this question. For reference it's
 18 {Day138/201:10}:
 19 "Question: Leave aside who filled in that box under
 20 'TMO action'. We can see that you downgraded this to
 21 strong advice. Did you do that because you were under
 22 pressure to do so from the TMO?
 23 "Answer: That's what it looks like, yes."
 24 Do you agree with Mr Stokes that the TMO pressured
 25 him into downgrading his advice?

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1 A. I don't think we pressured him. We discussed with him
2 the practicality of being able to complete the action as
3 he had stated, and, after all, yes, he is our fire
4 consultant and he is doing a fire risk assessment, but
5 the action that he identifies needs to be something that
6 we can actually do, because if you try and recommend
7 something that you can't do, then we can't do it and
8 we'll never be able to do it.
9 Q. Following on from that, can we look at your notebooks
10 again, please, and an entry from 30 November 2015, which
11 is at {TMO00880324/31}.

12 We see in the top left—hand corner, "Telecon Rebecca
13 30/11/15".

14 Am I right in assuming that Rebecca is
15 Rebecca Burton of the LFB?

16 A. It is.

17 Q. You note there:

18 "Drafting 2 Enforcement Notices — Adair [and]
19 Hazelwood.
20 "Finalise end this week.
21 "To get early next [week]."
22 Going further down:
23 "Ventilation Systems.
24 "Adair — Review FRA — but is not suitable &
25 sufficient .

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1 "Not risk assessed ventilation .
2 "Should be giving us ideas on solutions."
3 Now, just pausing there for the moment,
4 Rebecca Burton appears to be criticising the FRA in
5 respect of Adair Tower. Is that a fair general
6 observation?

7 A. That's a general observation.

8 Q. If we go slightly further down your handwritten notes,
9 you then say, "When fire occurred", and if we just read
10 down. Please shout if I've not translated your
11 handwriting correctly:

12 "Accommodation staircase — smoke to travel to each
13 landing.
14 "Flat front doors — not working — rising butt
15 hinges.
16 "Risk assessor not including risk fully .
17 "[Await] scores ..."

18 A. No, "Audit scores".

19 Q. "Audit scores", thank you:

20 "... have come out as highest level — 5.
21 "Leaseholders — self closers — are required and take
22 action.
23 "6 months for all self closers ."
24 Looking at each of those particulars, it appears to
25 amount to further criticism of the adequacy of the FRAs.

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1 Is that something you would accept?

2 A. I'm not sure that it was. She certainly said that that
3 FRA was not, as she put it — what is it? — suitable
4 and sufficient . Then she gave me — I've written what
5 she said and she's identifying each of the areas within
6 the FRA.

7 Q. Yes, but following on from that, you see the bullet
8 point roughly halfway down that page which says "Risk
9 assessor not including risk fully". At the risk of
10 facetiousness, that seems a fairly fundamental criticism
11 of a fire risk assessor, doesn't it, Ms Matthews?

12 A. That's what she's identifying from this risk assessment.

13 Q. She being the —

14 A. Oh, sorry, Rebecca.

15 Q. — fire safety team leader —

16 A. Yes, yes.

17 Q. — of the LFB, the body responsible for enforcing the
18 order?

19 A. Yes.

20 Q. Did those criticisms coming from the fire safety team
21 leader cause you to consider whether you should review
22 the work or indeed the competence of Mr Stokes?

23 A. I don't think it was specifically about looking at his
24 performance. I think there were clearly some issues
25 about this particular FRA. I didn't get the impression

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1 that she was actually criticising his overall
2 performance. She's looking at one FRA here and
3 commenting on his performance on that one FRA, which, in
4 her view, wasn't sufficient or fully risk assessed.

5 Q. Did you consider trying out, for want of a better
6 phrase, a new fire risk assessor?

7 A. I don't think I did at this point.

8 Q. Can we look at another email on the issue of the
9 competence of Mr Stokes.

10 Could we look at {CST00027221}. This is an email
11 chain in relation to a fire safety issue at another TMO
12 property.

13 If we could look at the second page {CST00027221/2}
14 and an email from Martin Dunne, an independent fire risk
15 assessor who had been engaged by a resident. The email
16 was sent at 11.54 on 17 February 2016.

17 If we could look at the second paragraph, which says
18 this:

19 "I have copied in your Landlord as a matter of
20 urgency as the Fire Risk Assessment which was conducted
21 by Carl Stokes on 7th January 2016 is unsuitable and
22 insufficient as the elementary fire safety deficiencies
23 have not been identified by the fire risk assessor."

24 Now, first of all, were you made aware by
25 Janice Wray of the email from Mr Dunne of Firecare999?

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1 A. I'm not sure that I was, unless you tell me otherwise
 2 that I had an email. I only remember it because I've
 3 seen it through evidence.
 4 Q. Let's see if anything further prompts your memory.
 5 Could we go to {CST00009576}, which is, again,
 6 an email exchange as between Janice Wray and Carl Stokes
 7 on 25 February.
 8 You'll see, just above the halfway point in the
 9 email from Carl Stokes to Janice Wray:
 10 "Did you mention to Barbara what the exnova[sic]
 11 woman said about the FRA. I am thinking after the
 12 Firecare 999 blocks[sic] comments."
 13 So the "Firecare 999 blocks comments" is
 14 Martin Dunne, presumably.
 15 Janice Wray then responds:
 16 "Haven't spoken to her since Exova visit — will
 17 probably brief her early next week but intend to mention
 18 her comment. You needn't worry she is quite a supporter
 19 of you and already thinks Firecare999 is outrageous and
 20 needs to butt out."
 21 Having seen that email, had you had a conversation
 22 with Janice Wray about the contents of Mr Dunne's email?
 23 A. I honestly don't remember that.
 24 Q. Do you have any —
 25 A. Sorry, I just don't.

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1 Q. And you have no recollection of forming the view that
 2 Mr Dunne's comments were "outrageous"?
 3 A. Saying "outrageous and needs to butt out" is not my
 4 language, so, I'm sorry, I don't know where that's come
 5 from. Sorry.
 6 Q. Looking at other elements of that sentence, were you
 7 "quite a supporter" of Carl Stokes?
 8 A. Well, I wouldn't say I was quite a supporter. I mean,
 9 he was our fire risk assessor at the time, and I found
 10 that if we needed advice on individual areas, I felt it
 11 was appropriate advice as far as I could assess. His
 12 fire risk assessments, to me, appeared to be sufficient,
 13 as far as I was aware. So I'm not sure I'd quite put it
 14 like that, but ...
 15 Q. So is Janice Wray gilding the lily or putting words in
 16 your mouth here?
 17 A. I don't know. I'm sorry, I honestly can't comment on
 18 that at all. I'm not sure I know about it.
 19 Q. Thank you.
 20 Can we turn to the TMO's annual health and safety
 21 report for 2015/2016, which can be found at
 22 {TMO10024405/22}. We see it's written by both you and
 23 Janice Wray and is dated June 2016. Is that correct?
 24 A. Yes.
 25 Q. Now, if we can stay in this document but go to page 18

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1 {TMO10024405/18} and paragraph 15.2 in particular, under
 2 the heading "Fire Safety", it says, in the fourth
 3 paragraph down:
 4 "Additionally, we will be re—procuring Fire
 5 Consultancy and Fire Risk Assessment Services."
 6 My first question is this: were those two separate
 7 intended procurements, ie fire consultancy and fire risk
 8 assessments?
 9 A. It might well have been as two different services. At
 10 the time it was just one service provided by
 11 Carl Stokes, but we might well have decided that it
 12 would be appropriate to have two different services.
 13 Q. Can you remember now what had prompted the decision to
 14 re—procure two apparently different services?
 15 A. Well, one of the reasons was that I did ask Janice about
 16 how long we'd actually had Carl because, for good
 17 procurement reasons, we should consider whether we
 18 should re—procure services generally, and he had been
 19 with the organisation — I can't remember how many
 20 years, but quite a long time, and I felt — nothing to
 21 do with performance — that it was appropriate to look
 22 at re—tendering those services.
 23 Q. So the decision was in no way prompted by concerns
 24 expressed by the LFB to various individuals, including
 25 yourself, regarding the competence of Mr Stokes or the

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1 adequacy of his FRAs?
 2 A. Not as far as I remember.
 3 Q. Did you re—procure the services?
 4 A. We started a procurement process, and there were
 5 a number of other procurement activities going on at the
 6 time and our procurement for these services was a bit
 7 further down the procurement list, and, prior to the
 8 fire, that didn't come up to the top of the list, but we
 9 did start the process.
 10 Q. Could we just go back to your notebook, just for the
 11 sake of completeness, which is at {TMO00880324/31}.
 12 If we can go to the bottom third of that page:
 13 "Audit scores have come out as highest level — 5."
 14 Presumably, are you referring there to the
 15 information that had been communicated by Rebecca Burton
 16 there as to the priority —
 17 A. Yes, all of these notes in the — you know, down here
 18 are what Rebecca said. The bits on the side that you
 19 see scribbled around are my notes in reference to that.
 20 Q. Okay.
 21 Now, can we move on to the next page in your
 22 notebook {TMO00880324/32}, and it says at the top:
 23 "Enforcement Notices will be served on Chief Exec.
 24 "RB — to email copy to BM."
 25 So RB there, presumably Robert Black?

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1 A. Yes.
 2 Q. To email a copy to you.
 3 Now, you provide an email update to the board on
 4 4 December 2015, and I'm mindful here that you weren't
 5 too sure of timing and what was provided to the board.
 6 A. Yes.
 7 Q. We can go to that email at {TMO00902920}, and if we look
 8 at the second paragraph of your email — I'll let you
 9 read it first .
 10 (Pause)
 11 A. Yes.
 12 Q. Would you agree there is no mention there of the
 13 deficiency notice served in relation to Adair Tower on
 14 12 October 2015?
 15 A. No, that's correct.
 16 Q. Can you help us as to why that relevant factor had not
 17 been brought to the board's attention?
 18 A. I can't.
 19 Q. So it's another time where the board were informed but
 20 there was no reference to the deficiency notice?
 21 A. I think it just dropped off because we were focusing on
 22 the now impending enforcement notice.
 23 Q. You haven't set out there either the detail or indeed
 24 the gist of the criticisms that have been made of the
 25 FRA in relation to Adair Tower as communicated by

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1 Rebecca Burton; would you accept that?
 2 A. Yes.
 3 Q. Again, can you help us understand why that detail was
 4 not provided to the board?
 5 A. I think — no, I can't, sorry.
 6 Q. Would you accept that it should have been notified to
 7 the board?
 8 A. I'm not sure that I'd necessarily say it should have
 9 been. We didn't always provide all the detail of FRAs
 10 to the board. That's too much detail for a board to
 11 deal with.
 12 Q. I'm sorry to cut across, that's not what I was asking.
 13 What you'd received on the telephone conference with
 14 Rebecca Burton on 30 November were criticisms of the
 15 adequacy of the FRA for Adair Tower.
 16 A. Yes.
 17 Q. Which had raised specifically self-closing devices —
 18 A. Yes.
 19 Q. — and the LFB's concern that the fire risk assessor had
 20 not fully appreciated the risk .
 21 A. Yes.
 22 Q. Now, would you accept, first of all, those are relevant
 23 matters that ought to have been communicated to the
 24 board when being told of the fact and background to the
 25 fire that actually broke out in Adair Tower at the end

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1 of October?
 2 A. In hindsight, yes, you're right.
 3 Q. Thank you.
 4 Now, in due course, an enforcement notice was issued
 5 by the LFB in respect of Adair Tower, and that was
 6 issued on 23 December 2015.
 7 Would you like to see it just to refresh your memory
 8 or —
 9 A. I think I know it quite well.
 10 Q. Now, that was sent to you by Rebecca Burton on
 11 3 January 2016.
 12 Presumably you were not surprised to receive that;
 13 is that a fair assumption?
 14 A. No. As you can see here, we were expecting it long
 15 before — actually, I think it arrived by hand delivery
 16 as well.
 17 Q. And you were fully aware that the TMO was given
 18 a six-month period in which to comply with the
 19 requirements?
 20 A. Yes.
 21 Q. Following receipt of that notice, Janice Wray had
 22 a meeting with Rebecca Burton on 5 January 2016, so
 23 two days after you received it from Ms Burton, and we
 24 can see the minutes of that meeting at {TMO00841891}.
 25 Do you recall ever being provided with those

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1 minutes?
 2 A. I think I probably would have been.
 3 Q. Did Janice Wray also give you a briefing following the
 4 meeting with the LFB?
 5 A. I think she nearly always did, yes.
 6 Q. Could I ask you to turn to page 3 {TMO00841891/3} and
 7 item 8 in particular .
 8 You see at the bottom of the page, under the heading
 9 "Risk Assessments", it said this:
 10 "Rebecca raised her concern that our Fire Risk
 11 Assessor sometimes makes statements which are not
 12 justified or supported and that FRA reports need to
 13 include justification for statements made."
 14 Now, did Janice Wray raise that particular issue
 15 with you regarding the LFB's concerns regarding
 16 Carl Stokes?
 17 A. Well, it's in these minutes, so we would have gone
 18 through the items.
 19 Q. Now, Janice Wray sent an email summary of this meeting
 20 later the same day, and we can find that email summary
 21 at {TMO00840451}. I think it may be useful to look at
 22 certain excerpts from that email.
 23 First of all, can we turn to the third and fourth
 24 points:
 25 "I asked for confirmation that this Notice related

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1 exclusively to this block and I was advised that
 2 although this was technically the case the LFB view is
 3 that standards that we are applying to one block should
 4 generally be applied across all blocks."
 5 Given the proximity of the deficiency notice to the
 6 fire and the issues encountered during that fire, the
 7 need to fit self-closers was self-evidently urgent
 8 across all the TMO stock, wasn't it?
 9 A. I think that's --
 10 Q. Not just Adair.
 11 A. I think that's what's coming out of this, yes.
 12 Q. And it's clear what's coming out of this, isn't it?
 13 A. I mean, it -- you can see it says she was advised,
 14 although it was technically the case, they were
 15 expecting us to apply it generally across all the
 16 blocks. It's a bit -- in my view, a bit vague. I don't
 17 think it actually says, "That's what we expect". It --
 18 sorry.
 19 Q. At the risk of being lawyerly about this, what it says
 20 is the "standards we are applying to one block should
 21 generally be applied across all blocks".
 22 A. "Generally". It's not actually saying it should be --
 23 if it's applying to one block, it should be applied to
 24 all blocks, it just says "generally". So sometimes it's
 25 not, sometimes it is? Sorry, I --

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1 Q. Well, it's for the panel to decide, possibly --
 2 A. Yes, of course, yeah.
 3 Q. -- rather than a rather arid exchange here.
 4 If we can go further down the same email, if we can
 5 go to the penultimate paragraph, which is at page 2
 6 {TMO00840451/2}:
 7 "Rebecca had asked for an agenda item on Flat
 8 entrance doors and at that point she stressed that the
 9 LFB require that ALL flat entrance doors throughout our
 10 stock are required to be self-closing. I re-iterated
 11 that our policy is to replace doors to current standard
 12 as and when required and to retro-fit self-closers when
 13 required by the Assessor, when properties are void etc.
 14 However, she did not accept that this went far enough.
 15 I asked what the LFB's position was in relation to
 16 residents who remove/disengage these self-closers once
 17 we have installed them and Rebecca advised that we would
 18 need to have a procedure in place for regular checking
 19 of these and this would need to be documented -- as would
 20 all attempts at access. I explained that this would be
 21 virtually impossible to achieve and could she confirm if
 22 this is what other landlords are doing at which point
 23 she admitted that this is what the LFB require.
 24 I specifically asked if H&F [Hammersmith and Fulham]
 25 were achieving this as this is also her area of

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1 responsibility -- but she did not confirm. I also asked
 2 about lessee flat doors and her view was that, as these
 3 form part of the means of escape, we have ongoing
 4 responsibility for ensuring that they are self-closing --
 5 again more regular checking and record-keeping ..."
 6 Now, first of all, would you agree with me that the
 7 first sentence is crystal clear, in that the LFB are
 8 stressing that "LFB require ... ALL flat entrance doors
 9 throughout our stock ... to be self-closing"?
 10 A. That is very specific.
 11 Q. Yes.
 12 Now, was that the first time you were aware of that
 13 particular LFB requirement, regular checking of
 14 self-closers post-installation as well?
 15 A. Yes.
 16 Q. Now, Janice Wray notes that she told Rebecca Burton that
 17 this would be virtually impossible; did you agree with
 18 that assessment?
 19 A. I think I would agree, yes.
 20 Q. Can we look at your response to Janice Wray's email,
 21 which is at {TMO00902946}, which was sent on
 22 5 January 2016 at 14.44.
 23 You say in the second paragraph:
 24 "Is it possible to get some information on what
 25 Hammersmith and Fulham have been asked to do and are

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1 doing as well as any RPs that we could contact in RBKC
 2 and H&F?"
 3 "RPs" were whom for these purposes?
 4 A. Registered providers, housing associations.
 5 Q. Housing providers?
 6 A. Yes.
 7 Q. "Even if we all agreed to retro fit self closers,
 8 checking and enforcing will be a nightmare. I would
 9 like to understand from any landlord how they are or
 10 might tackle this impossible task!"
 11 You describe checking and enforcing self-closers as
 12 "a nightmare" and an "impossible task". Why was it
 13 impossible, bearing in mind what the LFB had clearly
 14 expected of you?
 15 A. I think the issue about checking and enforcing is the
 16 bit that I'm referring to. First of all, being able to
 17 do the annual inspection or twice annually or whatever
 18 was expected of us was a huge task in itself, just
 19 having to go and get access to every single flat front
 20 door to check that there's a self-closer and to do that
 21 on -- whether it's annually or twice annually is
 22 a very -- excuse me.
 23 Q. Do take some water.
 24 A. Thank you. It's a very large task in itself.
 25 Secondly, if any tenants do not want to allow you in

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1 to do it, then the whole access process is quite complex
 2 and there's nothing enforceable like a gas safety check
 3 to make sure that you can get access to do it.
 4 And, thirdly, I think sort of more importantly, and
 5 Janice refers to it, is we can check, we can repair that
 6 self-closer, and the minute you shut the door, they've
 7 disengaged it or damaged it in some way.
 8 Q. Ms Matthews, I'm sorry to interrupt.
 9 What the TMO was being asked to do was to implement
 10 a procedure, a procedure for checking and enforcing.
 11 Now, looking at that, why was that impossible, to use
 12 your word? It wasn't, was it?
 13 A. Well, the enforcing bit is the ... a procedure to do it,
 14 yes, of course we could put a procedure in place, but to
 15 enact that procedure is the bit that I'm referring to
 16 which would be a nightmare.
 17 Q. Now, let us test that and look at what the surrounding
 18 advice was that was provided to housing providers in
 19 your position.
 20 Can we look, first of all, at the LGA guide, and in
 21 particular paragraph 62.19 and 62.20. They can be found
 22 at {HOM00045964/99}.
 23 Could I ask you to read to yourself point 19 and
 24 point 20.
 25 (Pause)

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1 A. Yes.
 2 Q. Now, were you aware of those two particular provisions
 3 at the time?
 4 A. I was.
 5 Q. Both the LFB and the LGA guide are emphasising the
 6 essential nature of self-closing devices. Would you
 7 agree with that proposition?
 8 A. I would.
 9 Q. Can we look at the maintenance requirements for
 10 fire-resisting doors as set out in the LGA guide. If
 11 I could ask us to go to page 125 {HOM00045964/125}.
 12 Could I ask you to read to yourself paragraphs 82.1,
 13 82.3 and 82.4. For some reason point 2 is missing.
 14 (Pause)
 15 A. Yes.
 16 Q. Would you agree that what the LFB was asking you to do
 17 was what was advised by the LGA guide?
 18 A. Yes.
 19 Q. So the practical effect was that you were resisting both
 20 LFB advice and the LGA advice?
 21 A. Resisting? I think we were suggesting that it would be
 22 very difficult to do, to do that maintenance. You know,
 23 this is — you're quite right, this is in the guide;
 24 there's no legal requirement to do this at this stage,
 25 or so I was advised.

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1 Q. Would you accept at least this: there is a weight of
 2 advice coming from the LFB, the enforcing authority for
 3 the order, and the LGA guide, which was specifically
 4 written to assist the discharge of fire safety
 5 obligations in relation to residential buildings —
 6 A. Yes.
 7 Q. — there's a weight of advice as to what maintenance was
 8 required to be done in respect of self-closing devices?
 9 A. Yes.
 10 Q. The practical result of your position was you were
 11 resisting following the advice which is clearly set out
 12 here in the LGA guide and which was stressed by the LFB.
 13 A. That's as it appears from the emails, yes.
 14 Q. Thank you.
 15 Now, in her evidence, Janice Wray said the resources
 16 were preventing the TMO acceding to the LFB's emphatic
 17 requirements here, and her evidence can be found at
 18 {Day143/92}.
 19 Would you agree with that general point, that
 20 resources was the impediment to complying with the LFB's
 21 requirements?
 22 A. The resources, the cost and the manpower to do it, yes,
 23 I would.
 24 Q. Now, if that's so, was a request ever made for
 25 additional resources from RBKC for this purpose?

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1 A. It was. I went to RBKC with a proposal to do annual
 2 inspections and gave an indication of what that might
 3 cost. We'd done a rough and ready costing with
 4 Repairs Direct doing that, and Laura Johnson did not
 5 want to do that at the time.
 6 Q. And was she emphatic in her view?
 7 A. Yes.
 8 Q. And was she aware of the LFB's views on this topic?
 9 A. She was. We kept her informed of all the information we
 10 had received.
 11 Q. Was her attention drawn to the provisions of the LGA
 12 guide which we've just considered?
 13 A. I don't know that I drew her attentions to the guide.
 14 I'm sorry, I don't remember.
 15 Q. Would you have done, do you think?
 16 A. I don't know. I honestly don't know. Probably not.
 17 Q. Did Janice Wray ever discuss the issue of resources with
 18 you directly and how much more would be required to meet
 19 the LFB's requirements?
 20 A. Because the inspecting regime and repair regime here
 21 would have been a repairs — or like a contract, it
 22 wouldn't have been something that Janice would have
 23 raised, but she was aware, if not part of, the
 24 discussions about how we might go about this.
 25 Q. Can we next look at an email you sent on 12 January 2016

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1 to the members of the TMO board in relation to the
2 Adair Tower enforcement notice. That can be found at
3 {TMO00840461}.

4 It's a fairly long email. Might I ask you to read
5 it to yourself and tell us when you've done so.

6 (Pause)

7 A. Yes.

8 Q. Would you accept that you do not set out in that email
9 the fact that the LFB required all flat entrance doors
10 across the TMO stock to be fitted with self-closing
11 devices?

12 A. No.

13 Q. Why not?

14 A. I believe what I was setting out was the work required
15 in the enforcement notice, which referred to Adair and
16 Hazlewood, and that was how we were taking it at that
17 time.

18 Q. Would you also accept that you do not say that the LFB
19 required a programme of checks to make sure that
20 self-closers are in place and are being maintained?

21 A. No, I don't know why I didn't put that in there.

22 Q. You can't assist at all on that?

23 A. No, because I thought I'd picked this up from the
24 notice, so I may have missed that off. I don't know
25 why.

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1 Q. So you did miss it off, though?

2 A. I did miss it off because it was in the notice.

3 Q. And it's a significant omission, would you accept?

4 A. It was a significant omission.

5 Q. Thank you.

6 Could we look, staying with your email, at the
7 second paragraph below your numbered list, which is on
8 page 2 {TMO00840461/2}, and it starts with the words:

9 "It should be noted that points 1 to 4 are a change
10 in policy by the London Fire Brigade as a direct result
11 of the fire, and none of these points have been noted in
12 any previous audits undertaken."

13 Can you help us as to what was the particular change
14 in policy that you relied upon for communicating this to
15 the board?

16 A. Erm ... I actually think that was what we were advised
17 when we questioned — I can't remember where this came
18 up, but I remember a discussion about why these items
19 came up now and not previously, and we were advised by
20 the LFB — and I really, sorry, can't remember — that
21 it was as a result of the fire that there was this
22 change in policy. Maybe I've used the wrong word,
23 "policy", maybe it should be change in view by the
24 London Fire Brigade, but it was certainly something that
25 they were going to use going forward.

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1 Q. Are you clear in your recollection that you were relying
2 there on what you had been told by the LFB as opposed to
3 Janice Wray's gloss on the LFB's actions?

4 A. I don't actually remember, because I do remember hearing
5 directly — and as I say, I honestly can't remember
6 where from or who from — that this had come about from
7 the fact that we'd had a fire, because we questioned why
8 these were now being picked up when they hadn't before
9 in previous audits, and it was because — we were told
10 sort of quite bluntly, "It's because you've had a fire".

11 Q. Now, you say none of the points had been noted in any
12 previous audits, yet the LFB had issued a deficiency
13 notice on 12 October 2015 in respect of some of the same
14 points covered in this email, and yet that deficiency
15 notice is not mentioned. Would you accept that?

16 A. Yes, I would.

17 Q. Now, again, that's another relevant time at which the
18 board could be notified about the notice of deficiency.
19 Can you help the panel as to why you didn't inform the
20 board of that fact?

21 A. I don't know. I think partly because we were focused on
22 now we had two enforcement notices which we needed to
23 deal with, and you are correct in the fact we'd had
24 a deficiency notice and I should have raised that to
25 highlight the fact that it had been commented before the

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1 fire, but I don't know why. I think the focus was on
2 the enforcement notices.

3 Q. But if, as you say, you considered there to have been or
4 relied upon what you were told by the LFB that there had
5 been a change in policy, the deficiency notice would
6 have been a useful example to illustrate that purported
7 change in policy, wouldn't it?

8 A. It would have been.

9 Q. Did Mr Black pick you up on the fact that the notice of
10 deficiencies had not been reported to the board?

11 A. I don't remember.

12 Q. If he had done so, would he have done it by email?

13 A. It's possible he would have just come across to my
14 office and identified that.

15 Q. Now, on 29 January 2016, you emailed Laura Johnson with
16 a YouTube clip of the Adair Tower fire. We can see the
17 relevant chain at {RBK00001852/2}. We see the last two
18 paragraphs there, the first one of which starts with the
19 words:

20 "Our Fire Assessor's view is that the ventilation
21 system in the building does work and does not require
22 changing. The method used by the brigade would always
23 compromise the ability to ensure the stairwells remained
24 smoke free as the water jets on the fire would cause the
25 smoke to be directed into the stairwells. Our

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1 assessor's view is also that we should challenge the
 2 Enforcement Notices but can only do so with the
 3 Hazelwood notice as we are still within the 21 day
 4 appeal period which ends on Monday 8th February. The
 5 challenge would only be in relation to the ventilation
 6 issue and protection of the stairwells .
 7 "I would appreciate your view on whether you would
 8 like us to pursue this appeal. If you would like to
 9 meet with our Fire Assessor to investigate the possible
 10 challenge further, I am happy to arrange this. In
 11 addition, please call me if you would like to discuss
 12 this further."
 13 Now, we can see from the emails on page 1
 14 {RBK00001852/1} that Laura Johnson was indeed interested
 15 in exploring an appeal, and we can see that in her email
 16 of 1 February 2016 at 11.44.
 17 She suggested a meeting with you and the fire
 18 assessor, presumably Carl Stokes.
 19 A. Yes.
 20 Q. Did that meeting ever take place?
 21 A. We did have a meeting. I can't remember whether
 22 Carl Stokes was part of that. I mean, you'll tell me
 23 otherwise. I can't remember.
 24 Q. Can you remember the outcome of any meeting that
 25 happened? Did you decide to appeal or not?

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1 A. I think we decided not to appeal, but I can't remember
 2 why.
 3 Q. That view taken, was it informed by legal advice, either
 4 from RBKC in-house solicitors or external counsel?
 5 A. I don't know if Laura took that advice.
 6 Q. But you don't remember her relying on that as a reason
 7 for the decision not to appeal?
 8 A. I can't remember, and without reading the rest of the
 9 email chains at the time to trigger my memory of what --
 10 I'm sorry, I just remember the discussion, and it was
 11 really up to Laura to make that decision about the
 12 appeal as the owner of the building.
 13 Q. You felt the final say lay with her then?
 14 A. I did, actually, I did.
 15 Q. Let's see if we can look at some of the relevant
 16 surrounding documents.
 17 If we go to the TMO executive team meeting on
 18 11 February 2016, which is at {TMO00840502/2}, and if we
 19 can go to item 3 and the second paragraph under that
 20 item:
 21 "Fola saying that the Board will want reassurance
 22 from RBKC. Seen by Laura & Nicholas Holgate and the
 23 Fire Brigade. Happy with everything. Protected roof is
 24 the smoke test. Robert and Barbara want clarity from
 25 the strategic part of the Fire Brigade. RBKC don't want

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1 to do this work if not required. Fola reputation of
 2 RBKC & TMO.
 3 "Everything to be addressed. Board may say a lot in
 4 the press about fires. Our fire risk assessments are
 5 all ok.
 6 "RBKC a key partner and we do what they want. Paper
 7 at the next board meeting will be in the open section."
 8 Now, looking at the sentence:
 9 "Robert and Barbara want clarity from the strategic
 10 part of the Fire Brigade. RBKC don't want to do this
 11 work if not required."
 12 On what particular point were you seeking clarity
 13 from the strategic part of the LFB?
 14 A. Let me have a look ... I can't remember if this was
 15 about the doors or the ventilation .
 16 " ... the Board will want reassurance from RBKC ..."
 17 I don't suppose you've got my notebook reference?
 18 Q. I stand to be corrected, but I don't think anything --
 19 A. Different was in there.
 20 Q. -- is helpful or clarifies matters, I should say, in the
 21 notebook.
 22 A. Okay.
 23 I can't remember whether it was the ventilation or
 24 the doors. It appears to be about inspecting the doors.
 25 Q. So it's the maintenance regime?

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1 A. I think it is.
 2 Q. Presumably you hadn't consulted the LGA guide, then, for
 3 independent guidance at that point?
 4 A. Not at this stage. We were talking to RBKC about the
 5 issue.
 6 Q. Why didn't RBKC want to do this work?
 7 A. I think it was partly -- there were two issues: one was
 8 the cost and the resource required, and the second issue
 9 was about the ability -- the enforceability of it .
 10 Q. The sentence that says, "Our fire risk assessments are
 11 all ok", on what basis did the meeting form that view?
 12 A. I can't answer that now. I can't remember. I can't
 13 remember the rest of the discussion.
 14 Q. Did that statement reflect your view at the time?
 15 A. Well, there's no doubt that my view would have been part
 16 of that, but it wouldn't just be myself. Obviously
 17 Sacha is another key person in this.
 18 Q. But am I right in thinking that, at this stage, no
 19 external, independent third party had been asked to
 20 review the adequacy of the fire risk assessments that
 21 Mr Stokes had carried out?
 22 A. Correct.
 23 Q. The sentence that says, "RBKC a key partner and we do
 24 what they want", would you accept that the latter part
 25 of that sentence is a somewhat servile statement?

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1 A. Well, it is, because we were their managing agent. So
 2 as the freeholder and landlord, we were managing the
 3 properties on their behalf. If they chose to tell us to
 4 do a particular thing, we had to follow that. If they
 5 didn't provide the funding to do something, then we
 6 couldn't do it.
 7 Q. Did it occur to you or was it a point that was mentioned
 8 at all during this meeting that the TMO was a separate
 9 corporate entity to RBKC and the TMO had its own health
 10 and safety and fire safety obligations to discharge?
 11 A. Not in that particular way, no, not at that point.
 12 Q. You say "Not in that particular way" and "not at that
 13 point" —
 14 A. Well, I mean, we were obviously aware we were a separate
 15 entity with health and safety responsibility, but, as we
 16 said before, we shared that responsible person because
 17 RBKC owned the building and the budget, basically.
 18 Q. You shared the responsibility but you did what they
 19 wanted?
 20 A. Well, yeah.
 21 Q. Now, can we look at what happened at the board meeting
 22 in March 2016. The minutes can be found at
 23 {TMO10013646/2}. Could I ask us to go to item 9. It's
 24 the chief executive's report.
 25 Could I ask you, rather than everyone having to

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1 listen to me again, to read 9.1 and 9.2 to yourself, and
 2 if you can tell me when you've done so and then I can
 3 ask you some more questions.
 4 (Pause)
 5 A. Yes.
 6 Q. Would you accept that, again, there's no mention here of
 7 the fact that a deficiency notice had been issued before
 8 the Adair Tower fire?
 9 A. Yes.
 10 Q. Can you help us as to why this further opportunity had
 11 not been taken?
 12 A. I don't know.
 13 Q. The board questions the FRA programme, or some members
 14 do, and the competency or qualifications and experience
 15 of Carl Stokes; would you agree?
 16 A. That's — yes, they did.
 17 Q. What views did you express regarding, first of all, the
 18 FRA programme and its adequacy?
 19 A. The FRA programme itself, I would have commented that it
 20 is appropriate and that it would have followed the
 21 requirements of high-risk buildings, medium-risk
 22 buildings and low-risk.
 23 Q. What views did you express regarding the competency of
 24 Mr Stokes to the board?
 25 A. I don't know. I probably would have advised that we

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1 felt he was an experienced consultant. I can't
 2 remember.
 3 Q. Do you remember Mr Zitron pressing his point or indeed
 4 Mr Brissenden pressing that point regarding reservations
 5 about Carl Stokes' competency?
 6 A. I don't remember, sorry.
 7 Q. Did you take the opportunity to inform the board about
 8 the reservations that Rebecca Burton had communicated to
 9 you about Carl Stokes' competence?
 10 A. No, I didn't at that ...
 11 Q. Would you accept that that too was a relevant
 12 consideration which ought to have been put before them?
 13 A. Yes.
 14 Q. Can you help as to why that wasn't put before them?
 15 A. No, I can't explain.
 16 Q. Did Mr Black express any views regarding the adequacy of
 17 the FRA programme?
 18 A. I don't know. It would have been noted in here.
 19 I don't know. I don't think so.
 20 Q. Can you remember if he expressed any views regarding the
 21 competency of Carl Stokes?
 22 A. No.
 23 Q. Can we now turn to the 2015/16 annual health and safety
 24 report which dealt with TMO performance for the year
 25 ending 31 March 2016. That can be found at

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1 {TMO00840583/22}.
 2 We've taken you to this earlier on. Your name
 3 again, dated June 2016.
 4 A. Yes.
 5 Q. Who was the effective author of this document?
 6 A. Well, Janice would have done the initial work, and
 7 I would review it and make any comments.
 8 Q. Put crudely, did she do the heavy lifting and the —
 9 A. Yes, she did. Yes, she did.
 10 Q. Would your contribution be limited to tinkering or was
 11 it something beyond that?
 12 A. Sometimes it would be a bit more context or elaboration,
 13 but I suppose in that sense, most of it you would say
 14 was tinkering. I can't remember all the changes that —
 15 I mean, there were a number of changes in this document,
 16 some of which I'd initiated through discussions
 17 elsewhere.
 18 Q. Now, can we turn to page 6 {TMO00840583/6} and
 19 paragraph 7.8.
 20 This is a section entitled "Engagement with LFB".
 21 If we look at the start of that in the second paragraph,
 22 it says:
 23 "Two LFB Enforcement Notices were received this
 24 year. These followed a fire at Adair Tower in October
 25 and these will be discussed in detail later in the

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1 report (at point 9. Fire Safety).
 2 "Six Notices of Safety Deficiencies were received —
 3 five of these were issued on the same block and related
 4 to small quantities of stored items within five of the
 5 communal staircases."
 6 So the sixth notice was that concerning Adair; is
 7 that right?
 8 A. That was, yes.
 9 Q. And that's not expressly mentioned here?
 10 A. No, it isn't. I don't know why.
 11 Q. Can we turn to page 11 {TMO00840583/11}. Here we have
 12 specific consideration of the fire at Adair Tower.
 13 I'll let you skim—read what is set out there but,
 14 again, there is no mention of a deficiency notice being
 15 issued before the fire; would you agree with that?
 16 A. No. No, it isn't there.
 17 Q. Can you help as to why it wasn't mentioned?
 18 A. I think that was reporting the actual fire.
 19 Q. Just for context and to assist you here, can we go to
 20 page 21 {TMO00840583/21} and paragraph 16.2. You say
 21 there:
 22 "Whilst we received our first ever Enforcement
 23 Notices from the LFB in this period it should be noted
 24 that these were in relation to a non—accidental fire ...
 25 Further, this building had been audited by the LFB

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1 Inspecting Officer the month before the fire and whilst
 2 several recommendations were received no comments were
 3 made about the ventilation arrangements (the significant
 4 factor in the Notices). However, we are committed to
 5 meeting the LFB requirements within timescales agreed
 6 with them and this work is on track and progressing
 7 well."
 8 When you refer to recommendations from the LFB
 9 inspection officer, that's euphemistic, isn't it?
 10 You're substantially referring to the notices of
 11 deficiencies?
 12 A. Yes.
 13 Q. Why didn't you say that?
 14 A. I don't know.
 15 Q. Isn't the reason because you're seeking to downplay what
 16 you call the significant factor in the notices, the lack
 17 of self—closers and the absence — well, the lack of
 18 self—closers?
 19 A. I didn't think that was what we were doing. I'm not
 20 sure why it was written like this and it wasn't made
 21 clearer.
 22 Q. Is this one of the paragraphs that you tinkered with?
 23 A. I doubt that I would have gone in and said, "No, no,
 24 we're not going to mention the deficiency notice". That
 25 isn't my style.

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1 Q. Would it be your style to prefer to gloss particulars in
 2 a notice of deficiency and call them recommendations?
 3 A. No, that isn't my style either.
 4 Q. But it's what's happened here, isn't it?
 5 A. It is how it's been expressed here, and I'm not sure
 6 why.
 7 Q. Isn't it relevant to note that both the deficiency
 8 notice and the enforcement notice would have alerted the
 9 readership of this report to pre—existing issues
 10 regarding fire safety at Adair?
 11 A. The deficiency notice would. The enforcement notice
 12 identified the issues following the fire. But yes.
 13 Q. Now, a TMO executive team meeting took place on
 14 5 October 2016, and we can find that at {TMO00843861/2},
 15 item 3.2. It sets out there, the minutes record:
 16 "LFB are putting pressure on us to fit door closers
 17 on all our stock across the business."
 18 So no doubt there as to what the LFB want.
 19 A. Mm.
 20 Q. "Laura Johnson has said no to this but Sacha feels that
 21 there should be a discussion at ET [executive team].
 22 The fire strategy is being updated with the
 23 recommendation that this work is done over a five—year
 24 period (although it is likely that the LFB will expect
 25 a shorter period). Sacha will speak to her team about

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1 doing some profiling on this as with 9,000 properties we
 2 would need to know the estimated cost for this and also
 3 what others are doing. RBKC would need to be spoken to
 4 about this and given options."
 5 Why was there a longer five—year timeframe when you
 6 thought that the LFB would require a shorter period?
 7 A. I believe that I'd — I can't remember at this stage if
 8 I'd already had a discussion with Laura, Laura Johnson,
 9 about the programme of work. But initially I'd
 10 suggested we should do it over a three—year period.
 11 Q. Now, a deficiency notice was served by the LFB in
 12 relation to Grenfell Tower on 17 November 2016 following
 13 an LFB inspection.
 14 Now, can we go to that notice, which is at
 15 {TMO10017254}.
 16 Now, what is called the schedule of observations can
 17 be found at page 5 {TMO10017254/5}, if we can go to that
 18 briefly.
 19 Over the next two pages, if you take it from me, the
 20 LFB required action on the following points in respect
 21 of Article 11: multiple items in the common parts,
 22 several fire doors did not fit fully into their frames,
 23 and there was a breach in the services duct.
 24 Secondly, Article 17: failed to ensure a suitable
 25 system of maintenance was in place, in that several fire

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1 doors didn't fit fully into their frames.
 2 Thirdly, Article 17 again: failure to maintain the
 3 protected route in an efficient state, in efficient
 4 working order and good repair, in that the protected
 5 route had been compromised by the fitting of doors that
 6 didn't close. Flats 44 and 193 were checked and did not
 7 self-close.
 8 Article 14, fourthly: emergency routes or exits were
 9 inadequate, in that there were various items stored in
 10 the common parts.
 11 Fifthly, Article 14 again: emergency routes were
 12 inadequate, in that two doors did not self-close.
 13 Sixthly, Article 8, smoke spread precautions were
 14 inadequate due to a breach in the services duct on the
 15 8th floor.
 16 Finally, Article 15: fire action notices hadn't been
 17 displayed.
 18 Would you accept now that it was absolutely clear
 19 that the LFB were concerned about the self-closer issue
 20 in numerous blocks across the TMO estate?
 21 A. Yes.
 22 Q. And that the LFB were particularly concerned with the
 23 failure to maintain self-closing devices across the TMO
 24 stock?
 25 A. Yes.

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1 Q. Did you consider checking the maintenance regime in
 2 place for self-closers at this point and whether it was
 3 in fact sufficient for the purposes of the order?
 4 A. We didn't have a checking process for self-closers.
 5 Q. Was service of this notice following Adair Tower as well
 6 the necessary prompt for the creation of such a regime?
 7 A. It appears so, yes, from this.
 8 Q. It should have been?
 9 A. It should have been.
 10 Q. Can you help the panel as to why that wasn't put in
 11 place?
 12 A. I think because we were advised by Laura to hold off on
 13 an inspection programme.
 14 Q. And you did her bidding in that regard?
 15 A. Sorry?
 16 Q. And you did her bidding in that regard?
 17 A. Yes.
 18 Q. Can we look at the next email, sent on 1 December 2016
 19 from Janice Wray to Celia Caliskan regarding funding of
 20 self-closers to all doors, so it follows on from the
 21 point you've just made. We find that at
 22 {RBK00002166/2}.
 23 If we can look at the last paragraph of that email,
 24 which says:
 25 "I believe that Barbara has discussed this with

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1 Laura recently and [Repairs Direct] have provided
 2 an indicative costing for a 3-year programme of
 3 installation of self-closers — do you need this figure?"
 4 So Repairs Direct had proposed three years —
 5 A. No, no, no. I proposed the three years and asked
 6 Repairs Direct to provide some costing on how much it
 7 would cost to do it over three years.
 8 Q. Thank you. And the reason it jumped to five years was
 9 Laura Johnson's decision?
 10 A. Yes.
 11 Q. Can we look at the costs involved, and they're set out
 12 on page 1 {RBK00002166/1}. We see there, roughly
 13 halfway down the page:
 14 "£620K for 3-year programme of door inspections and
 15 retrofitting of self-closers."
 16 Again, putting the point directly — you've adverted
 17 to it in earlier answers — was cost at least one of the
 18 reasons for prolonging the period to five years?
 19 A. I believe so.
 20 Q. Now, can we look at the minutes of the health and safety
 21 committee meeting that was held on 19 January 2017,
 22 {TMO10016020/2}. If we go to the bottom of page 2 and
 23 item 4.5.
 24 Now, at this meeting, deficiency notices are the
 25 subject of a separate and distinct item. It starts at

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1 the bottom of the page:
 2 "The following have been received ..."
 3 If we can go over {TMO10016020/3}:
 4 "■ Lonsdale House — requirement for a maintenance
 5 regime for self-closers ...
 6 "■ 9 Colville Square ... querying emergency lighting
 7 and whether compartmentation allows ... stay put ...
 8 "■ Barandon Walk — reference made to doors which are
 9 potentially non-compliant ...
 10 "■ Trellick Tower — we have received several emails
 11 from the LFB about defective communal doors and
 12 rubbish ...
 13 "■ Grenfell Tower — not all doors were self-closing,
 14 and a mobility scooter was found to be parked in
 15 a communal area and was being charged via a lead passed
 16 through a letterbox into a flat."
 17 Now, by this stage, January 2017, if there were any
 18 doubt previously, again it is even clearer that there
 19 are a number of issues with doors, and in particular
 20 self-closers, especially so at Lonsdale and Grenfell;
 21 would you agree?
 22 A. Yes.
 23 Q. Would you accept there is no mention here of what is
 24 being done in relation to fire action notices?
 25 A. Oh, what the action is for fire action notices?

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1 Q. Yes. Would you like to —
 2 A. No, you're right, no. It isn't noted here, which it
 3 should be.
 4 Q. Or to the deficiency notices?
 5 A. Isn't this — this is the note of the deficiency
 6 notices.
 7 Q. But the detail of each of the deficiency notices.
 8 A. Oh, no, the detail hasn't been included in the minutes.
 9 Q. Was that because everyone would have been aware of it
 10 because the notices would have been circulated?
 11 A. The notices should have been circulated to everybody.
 12 MR KINNIER: Sir, I'm going to have a rush to see whether
 13 I can finish this next point before the clock strikes.
 14 SIR MARTIN MOORE—BICK: Yes, all right.
 15 MR KINNIER: There's a joint management meeting on
 16 1 March 2017 with RBKC.
 17 Now, Janice Wray prepared a paper for that meeting,
 18 which we can find at {RBK00000988}, if we could look at
 19 that briefly.
 20 Can you remember whether you checked that paper or
 21 reviewed it in any way before it was sent on to RBKC?
 22 A. I would have done.
 23 Q. Did you present that paper, can you remember, at the
 24 joint meeting?
 25 A. I probably did.

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1 MR KINNIER: Now, could we look at item 2 and where it
 2 says — I'm just looking for the particular place:
 3 "However, in discussions with the LFB ..."
 4 I'm just trying to find that provision on the page.
 5 If we could turn over ...
 6 I'll check a reference. I will not hit 1 o'clock.
 7 I need to check the reference for that. Sir, that was
 8 my fault.
 9 SIR MARTIN MOORE—BICK: That's all right. Would you rather
 10 have time to check it?
 11 MR KINNIER: I better had, in case I sort of launch poor old
 12 Ms Matthews on to a false premise and ask her a wrong —
 13 SIR MARTIN MOORE—BICK: No, it would be better to look at
 14 the right document, wouldn't it?
 15 MR KINNIER: It helps!
 16 SIR MARTIN MOORE—BICK: All right.
 17 I think that's a good point at which to break for
 18 lunch, Ms Matthews.
 19 THE WITNESS: Okay.
 20 SIR MARTIN MOORE—BICK: We'll stop now and resume at
 21 2 o'clock, please. Again, please don't talk to anyone
 22 about your evidence over the break.
 23 THE WITNESS: Okay, thank you.
 24 SIR MARTIN MOORE—BICK: Thank you very much.
 25 (Pause)

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1 Good try, Mr Kinnier, but never mind.
 2 MR KINNIER: I failed.
 3 SIR MARTIN MOORE—BICK: Don't worry.
 4 MR KINNIER: Thank you, sir.
 5 SIR MARTIN MOORE—BICK: 2 o'clock, then, please. Thank you.
 6 (1.00 pm)
 7 (The short adjournment)
 8 (2.13 pm)
 9 SIR MARTIN MOORE—BICK: Right, Ms Matthews. Well, sorry to
 10 have kept you waiting, but we're now ready to continue.
 11 THE WITNESS: Yes.
 12 SIR MARTIN MOORE—BICK: Yes, when you're ready, then,
 13 Mr Kinnier.
 14 MR KINNIER: Thank you, sir.
 15 Ms Matthews, before the break we were looking at
 16 a paper that Janice Wray had prepared for a meeting, and
 17 if we can go back to that, {RBK00000988}.
 18 If we can look at item 2, and if we can look in the
 19 first paragraph, four lines down, it says:
 20 "However, in discussions with the LFB following the
 21 Adair Tower fire it has been made clear that they
 22 require us to be significantly more pro-active about
 23 both —
 24 " ■ the retro-fitting of self-closing devices to
 25 nominally fire-rated flat entrance doors where these are

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1 not currently present AND
 2 " ■ the regular inspection and maintenance of all
 3 self-closing devices to ensure they remain connected and
 4 functioning correctly.
 5 "The LFB have confirmed their view that
 6 a self-closing device is a 'fire safety system' as
 7 defined by Regulatory Reform (Fire Safety) Order and as
 8 such 'Article 11 of this legislation places an onus on
 9 the Responsible Person to monitor fire safety systems in
 10 place and article 17 requires you to maintain fire
 11 safety systems."
 12 At the time, did you understand the view to be that
 13 regular inspection and maintenance was not just good
 14 practice, but how the TMO would in fact discharge its
 15 obligations under Articles 11 and 17 of the Fire Safety
 16 Order?
 17 A. How we would actually do it or did I understand that we
 18 should be doing it?
 19 Q. Well, the latter.
 20 A. That we should be doing it. I understood — it was very
 21 clear from this that we should be doing it.
 22 Q. The note goes on:
 23 "We have emphasised our concern that even regular
 24 inspections and maintenance (where access is readily
 25 available) will not ensure that all devices remain

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1 operational as we cannot control residents who either
2 deliberately choose to disconnect/disengage or do not
3 report defects to enable us to instigate any necessary
4 repair."

5 Would you agree that the paper does not present
6 a strong or compelling case for having a monitoring
7 system?

8 A. No, those words don't say that.

9 Q. Did you make a stronger case at the meeting than is set
10 out in this paper for a monitoring programme?

11 A. I don't believe so.

12 Q. And why not?

13 A. I think because I felt that we would find it very
14 difficult to be able to discharge our requirement,
15 because of things like access and the fact that we could
16 actually do that inspection, do the repair or replace,
17 and the very next day the self-closer is damaged, and we
18 might have an inspection and they happen to notice or
19 they check that a particular door doesn't have
20 a self-closer, and we would have great difficulty in
21 proving that we are continuing to maintain that.

22 Q. Now, the minutes of the meeting can be found at
23 {RBK00014072/2}, and if we could turn to item 5, which
24 as you can see is concerned with "Installation of
25 Self-Closing Doors and Annual Inspection".

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1 What it says there is:

2 "Will be a huge cost if want to do this.

3 "Nobody has an inspection process at present as it's
4 not a legal requirement to have yearly checks.

5 "Could be an option to include in the fire strategy.

6 "Need to develop a programme and take to Scrutiny.

7 "Liability if the doors are broken would be with the
8 TMO.

9 "Laura agreed to hold off recommending inspections
10 programme at present."

11 Did you agree with the position set out and as
12 recorded in that minute?

13 A. That's what was agreed — discussed and agreed.

14 Q. Did you agree with it, was my question?

15 A. What, agree with the outcome?

16 Q. No, with the reasons given and the outcome?

17 A. I agreed with the reasons given, and in terms of the
18 outcome, as I said before, we really had to accept what
19 the council, from Laura, was saying to us, that they
20 wanted us to hold off doing the inspection programme.

21 Q. Did Robert Black agree with the reasons and the
22 decision?

23 A. Robert Black was at that meeting and he heard the same
24 response. So I have to assume — I can't answer for
25 him, but I have to assume he agreed to that.

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1 Q. Was there any discussion of the need to comply with the
2 outstanding deficiency notice that had been served in
3 relation to Grenfell Tower?

4 A. When we were discussing this specifically?

5 Q. Yes.

6 A. No, we didn't discuss the specific deficiency notice.

7 Q. Now, following that meeting, on 3 March 2017, you
8 emailed Laura Johnson, copying in Robert Black, to
9 confirm the discussion. That email can be found at
10 {RBK00046603}.

11 Now, your email is at the bottom of the page, and
12 I invite you to read it and, when you're ready, to ask
13 the document manager to take you to page 2.

14 (Pause)

15 A. Yes. Yes.

16 Q. If I can ask you to go back to page 1 so you can refresh
17 your memory of Laura Johnson's response, which is at the
18 top of page 1.

19 (Pause)

20 A. Yes.

21 Q. Can I take it, therefore, that for the reasons you've
22 just outlined, indeed previously, you agreed with
23 Laura Johnson's decision to push the programme back to
24 a five-year programme?

25 A. I didn't agree, but I didn't have a lot of choice

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1 because they were funding it.

2 Q. So you accepted it as a fait accompli?

3 A. I did.

4 Q. Can we look at the minutes of the health and safety
5 committee meeting from 13 June 2017, which can be found
6 at {TMO10021548}.

7 Now, you can take it from me that there is no
8 mention of the deficiency notice in relation to
9 Grenfell Tower. Can you help us as to why that
10 deficiency notice wasn't discussed at this health and
11 safety meeting?

12 A. I can't because it should have been.

13 Q. Was it a thought that crossed your mind at the time,
14 that it ought to have been considered?

15 A. Probably not, because there's so many items on the
16 agenda and it just got missed off. But they should
17 always have had a standing agenda item.

18 Q. Are you able to assist the panel as to whether the
19 issues identified in the deficiency notice, the remedial
20 action, had been completed by this stage?

21 A. I can't remember to confirm that.

22 Q. Are you able to say whether they were completed within
23 the timeframe prescribed under the notice itself, namely
24 16 May 2017?

25 A. I believe there were still some actions in progress, but

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1 I can't confirm that. I can't remember the dates for
 2 things, sorry.
 3 Q. Thank you.
 4 I can now turn on to a separate topic, which is the
 5 emergency plan.
 6 Can we look at the emergency plan that we think was
 7 the last version before 14 June 2017. That can be found
 8 at {TMO10013899/3}.
 9 We see that this is a revision executed
 10 in February 2016, based on an original version first
 11 drafted in August 2004.
 12 Are you able to confirm that this was in fact the
 13 most up-to-date emergency plan —
 14 A. I believe it was, yes.
 15 Q. — before the fire?
 16 A. Yes.
 17 Q. What steps did you personally take to ensure that the
 18 emergency plan was kept up to date?
 19 A. I'm not sure that I actually took any particular steps
 20 because I relied on Janice to programme in when policies
 21 and procedures needed updating.
 22 Q. Can we look at some minutes from an executive team
 23 meeting on 11 November 2015, so after the Adair Tower
 24 fire, at which the emergency plan was discussed.
 25 We find those minutes at {TMO00840450/2}. It's

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1 really the third substantive paragraph:
 2 "The TMOs Emergency Plan was discussed and it was
 3 agreed that it would be good for ET to have a session
 4 with Janice Wray and Hash Chamchoun to get a greater
 5 understanding of who owns and updates it and lessons
 6 learnt from the fire at Adair Tower. Gill to arrange."
 7 You were at that meeting.
 8 A. Yes.
 9 Q. Can you recall the substance of the discussion?
 10 A. I think — what I remember was, as a result of the Adair
 11 fire, it wasn't clear what TMO's role was in an
 12 emergency, and therefore we needed to have a look at our
 13 own emergency plan in line with RBKC's plan to ensure
 14 that we were clear on what our role was and, therefore,
 15 update our plan accordingly.
 16 Q. Did you study the emergency plan to see what further
 17 clarity could be provided?
 18 A. I believe I did at the time.
 19 Q. Did you study any available guidance to ensure that the
 20 contents of the emergency plan reflected best practice?
 21 A. No, I don't think so.
 22 Q. Did you ask Janice Wray whether she had done that?
 23 A. I don't think I asked her that question, no.
 24 Q. Is the bottom line that, in relation to this, you relied
 25 upon advice and guidance from Ms Wray?

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1 A. What, in —
 2 Q. In relation to the review of the emergency plan.
 3 A. Yes, the review of the emergency plan was going to be
 4 with Janice and Hash, as well as ET, because Hash is one
 5 of the first responders in our emergency plan, or was.
 6 Q. As a member of the executive team, did you make any
 7 substantive contribution to the review of the emergency
 8 plan?
 9 A. I don't remember.
 10 Q. Is that another way of saying no?
 11 A. I honestly don't remember, because the discussion would
 12 have been more collaborative and we would have discussed
 13 various items. I can't remember.
 14 Q. Can we now turn to look at some email correspondence
 15 from councillors, and if we go to {TMO10011798}.
 16 The originating email is one from Councillor Mason
 17 to Councillor Marshall on 8 January 2016, which can be
 18 found at page 4 {TMO10011798/4}. So Quentin there is
 19 Quentin Marshall, Pat is Pat Mason.
 20 Under the heading "Adair Tower Fire", it says:
 21 "At the last CCSC meeting, I was asked to request if
 22 you could tell us what advice the TMO gives to its
 23 tenants in the case of a fire. This question came up
 24 because the Borough Fire Commander told the Committee,
 25 the last time he visited, that although Adair Tower

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1 flats were fitted with smoke-proof doors, people opened
 2 them during the fire letting in the smoke, when they may
 3 have been safer staying indoors, and then started
 4 walking down 13 storeys of smoke-filled stairs. Perhaps
 5 it's not possible to stop people leaving a building in
 6 panic during a fire!"
 7 Now, Robert Black is copied in by
 8 Councillor Marshall for a response, who in due course
 9 copies in you and Janice Wray.
 10 Were you copied in for information or to provide
 11 a substantive contribution to answer the point?
 12 A. I think it was to work with Janice on providing
 13 a substantive response to the councillor.
 14 Q. Now, the issue is then raised at a services scrutiny
 15 committee on 8 February 2016, and those minutes for that
 16 meeting can be found at {RBKC00058637/3}.
 17 If we look at the second paragraph it says this:
 18 "Cllr Campbell drew attention to the statement on
 19 page 1 that fire safety information is provided to
 20 residents on the TMO website. She considered this
 21 inadequate as not all residents would have access to the
 22 website. Referring to page 2 she drew attention to the
 23 comment that some dwellings were provided with LFB
 24 leaflets and asked which ones were not. The Chairman
 25 undertook to take this up with the TMO."

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1 Now, it would appear from this sequence that RBKC
 2 councillors had concerns about the provision or lack of
 3 provision of information to residents; is that fair?
 4 A. That's what this says, yes.
 5 Q. Those concerns appear to have been prompted by the
 6 experiences at the Adair Tower fire; does that accord
 7 with your memory?
 8 A. I believe so, yes.
 9 Q. Whatever the position, the information set out in the
 10 paragraph I've just quoted suggests that, whatever the
 11 TMO were doing about providing information, it wasn't
 12 working effectively; is that a fair observation?
 13 A. That's what this shows.
 14 Q. Did it accord, though, with your understanding?
 15 A. Of what was actually happening?
 16 Q. Yes.
 17 A. No.
 18 Q. You thought more was happening?
 19 A. I understood that more was happening, yes.
 20 Q. And you understood from Janice Wray, presumably?
 21 A. Yes, and other people in the organisation, and from the
 22 health and safety committee, when we would comment on
 23 things that needed to be noted in the Link.
 24 Q. Thank you.
 25 Now, could we go to further email correspondence

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1 involving councillors.
 2 Councillor Mason sent an email to Mr Black on
 3 14 April 2016, which can be found at {TMO00863733/3}.
 4 We have here the originating email from
 5 Councillor Mason:
 6 "Dear Robert,
 7 "Fire Safety Information to residents.
 8 "At the last meeting of the Cabinet and Corporate
 9 Services Scrutiny Committee, where there was an update
 10 on the Adair Tower Fire, it was noted that fire safety
 11 information is provided to residents on the TMO website.
 12 "One Committee Member wondered if this was adequate
 13 given that not all residents would have access to the
 14 internet for various reasons.
 15 "Is this information provided to residents in other
 16 ways?"
 17 Now, Robert Black again copied you and Janice Wray
 18 for a response, and Janice Wray's response can be found
 19 on the first page of this chain {TMO00863733/1}. It's
 20 a somewhat lengthy email sent on 15 April.
 21 Might I invite you to read it to yourself, rather
 22 than having to listen to me, and then if you could
 23 indicate when you need the page turning and when you've
 24 finished reading it.

(Pause)

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1 A. Yes, thank you.
 2 Q. Now, was that a comprehensive explanation of the TMO's
 3 arrangements for communicating details of the emergency
 4 plan to residents as you understood it?
 5 A. The emergency plan or fire safety?
 6 Q. Well, emergency plan. The substance of the emergency
 7 plan to residents.
 8 Shall I ask the question again?
 9 A. Yes.
 10 Q. Do you accept that this response was a comprehensive
 11 explanation of the TMO's communication of the emergency
 12 plan to residents, as you understood it?
 13 A. We were — I'm not sure it's the emergency plan, because
 14 it's the fire safety communication — I can't think what
 15 the word is — that operates for all our blocks and
 16 advising residents about what to do in the event of
 17 fire, and offering assistance in the way of a LFB home
 18 visit.
 19 So I haven't quite answered your question, is that
 20 right?
 21 Q. I think that's probably right.
 22 Putting it differently, do you accept that this is
 23 a comprehensive summary of the information given to
 24 residents explaining what they should do in the event of
 25 a fire?

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1 A. Yes.
 2 Q. Thank you.
 3 Now, we looked earlier at the notice of deficiencies
 4 issued in relation to Grenfell, issued on
 5 17 November 2016.
 6 Can we look at one of those particular deficiencies,
 7 and for that purpose can we go to {TMO10047662/6}.
 8 If we look at Article 15(1), it's the last one on
 9 that page, it says:
 10 "At the time of the audit your procedures to be
 11 followed in the event of serious and imminent danger
 12 were inadequate. It was found that Fire Action Notices
 13 were not displayed in your common parts."
 14 And under the steps considered necessary to remedy
 15 the failures column, it says this:
 16 "Adequate procedures for serious and imminent danger
 17 and for danger areas should be established and followed.
 18 This can be achieved by [providing adequate] ... Fire
 19 Action Notices in the common parts of [the premises]."
 20 Did you investigate what procedures for serious and
 21 imminent danger existed at Grenfell, or indeed any other
 22 high-rise residential building?
 23 A. No.
 24 Q. Why not?
 25 A. I suppose what I was looking at was that the comment

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1 says that, "This can be achieved by displaying Fire
2 Action Notices in the common parts", so I was taking
3 that as a recommended action that we needed to take to
4 complete that.
5 Q. Did you ask the question whether fire action notices
6 were required not only at Grenfell, but in other
7 high-rise residential buildings in the TMO's housing
8 stock?
9 A. I didn't actually ask that because I was aware that, if
10 they weren't in Grenfell, it was quite likely that they
11 weren't elsewhere in the stock, and I believe it was at
12 this time we had a discussion and I agreed with Janice
13 that we should put them in all our blocks.
14 Q. Was that minuted anywhere?
15 A. I doubt it, because I think it was a discussion we had
16 sitting next to each other in the Hub.
17 Q. Now, can we look at an email chain you were copied into
18 between Robert Black and Councillor Blakeman. It
19 started on 24 November 2016. The chain can be found at
20 {TMO10015249}. Councillor Blakeman's email is at the
21 bottom of the chain and she comments on the blog run by
22 Mr Daffarn.
23 If we can look at the first email in the chain,
24 which is on the fourth page {TMO10015249/4}, you see
25 there that the final paragraph of Councillor Blakeman's

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1 email is in fact a quote from the blog.
2 Can I invite you to read that quote and indicate
3 when you're done.
4 (Pause)
5 A. Yes, I've read it.
6 Q. Would you accept that it's clear that Mr Daffarn was
7 concerned at the lack of information as to what to do in
8 the event of a fire at Grenfell Tower?
9 A. That's what he's stating there, yes.
10 Q. Would you accept that the blog itself suggests that the
11 communication of fire safety instructions was not wholly
12 effective, given Mr Daffarn's lack of certainty?
13 A. Are we just talking about this paragraph, because
14 I never read the blog?
15 Q. We're just talking about this paragraph.
16 A. Yes.
17 Q. Now, Councillor Blakeman says in relation to this — and
18 it's at the top of the email, just at the top of the
19 page we're looking at, conveniently — she said this:
20 "While Mr Daffarn engages in hyperbole in his
21 Grenfell Action Group blog, it is read by most residents
22 of the Tower and the most recent article causes me
23 concern. Mr Daffarn discussed the fire safety issue
24 with me at a recent meeting and I did point out that the
25 instructions in the event of fire had been included in

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1 one of the refurbishment newsletters. However, I do
2 take his point that instructions are not permanently
3 available on noticeboards nor in a discrete letter to
4 all residents (and in appropriate languages where
5 required) and I am asking whether this can be
6 rectified?"
7 According to Councillor Blakeman, the instructions
8 in the event of a fire appear to be limited to
9 a refurbishment newsletter. Is that a fair reading at
10 least of her email?
11 A. Correct.
12 Q. The absence of permanent fire instructions on
13 noticeboards, was that an issue about which you were
14 aware, first of all?
15 A. I wasn't aware of that, no.
16 Q. Was it a matter that Mr Black had raised with you,
17 either before or after his correspondence with
18 Councillor Blakeman?
19 A. No, not before. Not before, no.
20 Q. Now, Mr Black asked Janice Wray to respond, and if we go
21 to the bottom of page 2 {TMO10015249/2}, we see
22 Janice Wray's substantive response, and she says there:
23 "With regard to fire procedures in Grenfell Tower,
24 I can confirm that these were included in newsletters to
25 the block and they are also documented on our website.

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1 Further, we do publish regular fire safety articles in
2 'The Link' magazine to all residents and we write to all
3 new tenants to outline the fire strategy for their
4 block, the procedure to follow in the event of a fire in
5 their flat and also a fire elsewhere in their block and
6 advise them of the London Fire Brigade's ... free Home
7 Fire Safety Visit and how to access this. Additionally,
8 I can advise that we are currently considering
9 a programme of installation of Fire Action Notices ..."
10 Now, did you think that these arrangements were
11 sufficient?
12 A. Yes.
13 Q. And the basis of that was, presumably, assurance from
14 Janice Wray that nothing more needed to be done, save in
15 relation to fire action notices?
16 A. I mean, I think there's always more you can do, and you
17 can keep posting information through residents' doors,
18 and I understood our fire risk assessor did some of that
19 as well. You can always do more. But I'm not sure how
20 much more you can do and be sure that the residents have
21 read it and understood it.
22 Q. Now, if we can just stay on this page but scroll up and
23 see Councillor Blakeman's response, she says this:
24 "Many thanks for this. I think the TMO often puts
25 too much faith in The Link and generic newsletters.

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1 Even when read they are then discarded, so residents do
 2 not have a permanent record of information unless they
 3 have the nature of an archivist. This is why
 4 personalised letters are sometimes of more value.
 5 However I think in this instance that Fire Action
 6 Notices on each floor will meet the problem.”
 7 Didn't Councillor Blakeman hit the nail on the head:
 8 residents required a permanent record of information as
 9 to what to do in the event of a fire?
 10 A. I agree.
 11 Q. And did you see fire action notices as being that
 12 permanent record?
 13 A. I think fire action notices would help, but I would say
 14 that fire action notices get torn down as well, because
 15 we had put up fire action notices, and I can't remember
 16 where, and I know that they had been removed. So
 17 I agree, fire action notices is part. I think providing
 18 people even with personalised letters, they'll still
 19 discard those.
 20 Q. If we can just continue up this chain to Mr Black's
 21 response {TMO10015249/1}, you may find an echo of the
 22 views you've just expressed in Mr Black's email at the
 23 top of this page. He says in the second paragraph this:
 24 "On the other subject, our experience and others is
 25 individual letters are not effective either, as they are

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1 not opened or read or filed. This is an area where the
 2 company has to do certain things to protect itself and
 3 it starts with all new tenants and then reminding
 4 residents on a regular basis. We also do fire checks
 5 and our fire consultants will speak to people when he is
 6 doing his checks. I agree the fire notices on each
 7 floor will address the problem as well.”
 8 Now, does that statement represent your
 9 understanding of how the emergency plan, ie what to do
 10 in the event of a fire, was communicated to residents?
 11 A. Yes.
 12 Q. So letters to new tenants, regular reminders to
 13 residents as to what to do.
 14 A. Yes.
 15 Q. Presumably advice given by Carl Stokes as and when.
 16 A. Yes.
 17 Q. And, finally, fire action notices, which at this point
 18 had not been put in place.
 19 A. Yes, and I would add that if an event like another fire
 20 in another borough or a particular fire where we needed
 21 to advise residents, for instance of things like
 22 electrical equipment, having things checked like tumble
 23 dryers, there was an issue over that, we would put that
 24 into the Link to advise residents.
 25 Q. Thank you.

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1 Now, we touched earlier on on Janice Wray's
 2 capacity — not her competence, but her capacity — to
 3 fulfil her functions essentially as the competent person
 4 under the order.
 5 In evidence — and I'm thinking particularly of
 6 {Day140/48–49} — she essentially said that she spread
 7 herself very thinly.
 8 First of all, were you aware that she spread herself
 9 thinly?
 10 A. I probably was aware that she was trying to do too much.
 11 Q. And did you ever say to her or give her advice as to how
 12 she should do what she could?
 13 A. The only thing that we discussed on this is whether
 14 there was any more that Adrian could take over on her
 15 behalf, and whether in fact there were any sort of
 16 lower-level things, perhaps, that Cyril, who was
 17 responsible for the office facility side, maybe he could
 18 help, rather than perhaps what I should have done is
 19 said, actually, we need an extra resource.
 20 Q. First of all, what was Ms Wray's response to those
 21 suggestions regarding maybe delegating work down to
 22 others in the team?
 23 A. I think we did look and she was willing to see if there
 24 were any things that she — more things that she could
 25 give Adrian to do.

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1 Q. And how successful was that initiative?
 2 A. We did have a slight problem that Adrian went off sick,
 3 and therefore we had to delay moving some of the actions
 4 to him.
 5 Q. Did it cross your mind as to whether an additional
 6 person was required in order to help Janice Wray or to
 7 sit with her or to support her to discharge her health
 8 and safety role?
 9 A. I'm afraid it didn't. I wish it had, but I'm afraid it
 10 didn't at that time, and I don't know why.
 11 Q. It just didn't?
 12 A. It just — I knew she had a lot to do. I don't know why
 13 I didn't think we ought to go to the council and ask for
 14 more money for this. Maybe I felt that it — I might
 15 not be able to put a strong enough case to the council
 16 for it, I don't know, but I didn't, I'm afraid.
 17 Q. Now, in that regard, can we go to {TMO00866269}, which
 18 is the performance and development review appraisal for
 19 Janice Wray.
 20 We can see on page 1, top in the middle, it is dated
 21 May 2015.
 22 Could we go to page 5 {TMO00866269/5}, though, and
 23 we see "Year—end Performance Review (April 2016)". Do
 24 you see that?
 25 A. Yes.

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1 Q. The top left?
 2 A. Sorry — oh, April 2016. Okay.
 3 Q. If we can go to page 19 {TMO00866269/19}, we see the
 4 "Line Manager Summary".
 5 Now, would you have completed that?
 6 A. Yes. It should be signed as well, but yes, because
 7 it — oh.
 8 Q. If we turn over the page {TMO00866269/20}, there's no
 9 signature.
 10 A. There should be one somewhere with a signature.
 11 Q. Well, that's what I was going to ask.
 12 A. Yes.
 13 Q. Is that —
 14 A. Yes, this is definitely my —
 15 Q. You wrote that?
 16 A. Yes, because it talks about "Following the fire at
 17 Adair".
 18 Q. So it's likely, therefore, that the date we see on
 19 page 5, ie April 2016, is the accurate date for this
 20 performance review?
 21 A. Yes.
 22 Q. Now, we're on page 20, and can we look at the
 23 penultimate paragraph:
 24 "Janice exhibits very good TMO behaviours and has
 25 [built] good relationships with other teams, managers

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1 and individuals internally as well as externally,
 2 particularly with the LFB. She has a strong desire to
 3 get things done and completed correctly but struggles
 4 with time management and tends to take on too much
 5 herself, sometimes not identifying when she really can't
 6 achieve the outcomes she would like when she has
 7 promised/indicated. For example, rather than trying to
 8 produce all the H&S Committee papers herself she should
 9 get others on the Committee or within the company to
 10 produce and present [the] papers. This would very much
 11 help her to get the papers completed and out earlier.
 12 Delegating and time management are 2 behavioural
 13 activities for next year."
 14 Now, you noted that Janice Wray was struggling with
 15 time management and taking on too much herself. Did you
 16 observe that she did not have capacity to carry out all
 17 her tasks?
 18 A. That's what that's identifying there, that there were
 19 some things that she didn't actually complete as she had
 20 promised.
 21 Q. You've suggested she ask others on the health and safety
 22 committee for assistance.
 23 A. Mm.
 24 Q. If that assistance had been provided, was it your
 25 assessment that she could have performed all her

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1 functions effectively with that support?
 2 A. I think that was just one area. I think there were
 3 probably other areas that she and I could have looked at
 4 as to whether she should be doing that activity or
 5 whether it actually should sit somewhere else in the
 6 organisation, which is where I started when I came in
 7 and looked at her role, there were obviously things she
 8 was doing that others should do, and I think maybe at
 9 this time there were still things she was doing that
 10 maybe should sit somewhere else.
 11 Q. Now, having had the benefit of going through evidence
 12 over today and yesterday, do you think the limited
 13 number of people in the health and safety department had
 14 an adverse impact on the TMO's ability to discharge
 15 fully and effectively its fire safety duties?
 16 A. And as you just said, having been able to look at
 17 everything and taking a view from hindsight, yes,
 18 I think that's probably the case.
 19 Q. Do you think there were any indicators at the time that
 20 there were an insufficient number of people in the
 21 health and safety department fully and effectively to
 22 discharge the TMO's fire safety duties?
 23 A. Possibly, because I think you can see from this I'm
 24 still assessing that position, or certainly in 2016.
 25 Maybe by 2017, I should have actually identified that

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1 perhaps we needed additional resource, as you say, to
 2 discharge our duty. I can't say whether I thought that
 3 at the time. I know at this point I was still reviewing
 4 it.
 5 MR KINNIER: Ms Matthews, thank you.
 6 Sir, I've reached the end of questions for the
 7 moment. I would be grateful for 15 minutes to review my
 8 own papers to see whether I've covered off everything
 9 and see whether there are any other relevant questions
 10 from others.
 11 SIR MARTIN MOORE—BICK: Yes, of course.
 12 Right, Ms Matthews, when counsel says he's reached
 13 the end of his questions, we always have a break to give
 14 him a chance to check he hasn't left anything out, and
 15 also to allow other people who aren't physically present
 16 to suggest questions that perhaps ought to be put to
 17 you.
 18 So we'll have a break now and come back at 3.05,
 19 please, and then we'll see if there are any more
 20 questions for you at that point.
 21 THE WITNESS: Okay, thank you.
 22 SIR MARTIN MOORE—BICK: All right? If you would like to go
 23 with the usher, please.
 24 THE WITNESS: Thank you.
 25 (Pause)

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1 SIR MARTIN MOORE-BICK: Right, 3.05 then.
 2 MR KINNIER: Thank you, sir.
 3 (2.49 pm)
 4 (A short break)
 5 (3.08 pm)
 6 SIR MARTIN MOORE-BICK: Right, Ms Matthews, sorry we kept
 7 you a bit longer than I indicated, but we're ready to go
 8 on now and we'll see if there are any more questions for
 9 you.
 10 Yes, Mr Kinnier.
 11 MR KINNIER: Just a few, thank you, sir.
 12 In your statement you explain that you were
 13 approached about applying for the role of director of
 14 financial services and ICT at the TMO in 2015.
 15 First of all, who approached you with a view to
 16 joining?
 17 A. It was an agency, a recruitment agency.
 18 Q. Did you know anyone at the TMO or did anyone you know at
 19 the TMO have any involvement in your interviewing or the
 20 recruitment decision itself?
 21 A. In the interviewing process, I was — I had more than
 22 one interview, but Robert Black was in one interview,
 23 and one of the interviews involved Sacha Jevans and
 24 Yvonne Birch, and also two of the resident board
 25 members.

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1 Q. Did you know any of those individuals before you made
 2 the application?
 3 A. No.
 4 Q. When you were interviewed for the job, did any member of
 5 the panel ask you about your previous experience of
 6 health and safety generally?
 7 A. I don't think so.
 8 Q. Fire safety?
 9 A. I don't think so.
 10 Q. Was it raised with you at the time or was it clear to
 11 you that health and safety would be part of your
 12 portfolio?
 13 A. It was clear because I was sent a job description or
 14 a job outline from the recruitment agency, so health and
 15 safety was identified there.
 16 Q. Given your candid evidence yesterday that you had no
 17 previous responsibility, experience or training
 18 regarding health and safety and fire safety, did you
 19 yourself have any hesitation applying for a job that
 20 consisted to a significant extent of health and safety
 21 responsibilities?
 22 A. No, because I understood it to be a strategic and
 23 managerial role, rather than being the technical expert.
 24 Q. Did you volunteer that you had limited health and safety
 25 and fire safety experience at interview?

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1 A. Well, they had a copy of my CV, which identified the
 2 roles I'd taken before, and I can't remember being
 3 specifically asked or raising it.
 4 Q. Now, can we turn to a completely different topic, and
 5 that's gaining access to flats.
 6 Now, if gaining access was a difficulty for the
 7 door-closer programme, did you consider approaching all
 8 tenants and explaining the problem to ensure that they
 9 understood the importance of the door-closer programme
 10 and the need for them to give access?
 11 A. That would have been part of the communication as part
 12 of the programme that we would have done for all
 13 residents block by block as the programme commenced.
 14 Q. Did you discuss with Teresa Brown, Laura Johnson or
 15 indeed anyone else or seek legal advice on the prospects
 16 of amending the tenancy agreements or the leases to
 17 allow RBKC or TMO the right to carry out repair works to
 18 individual flats?
 19 A. The issue in relation to tenancies, I didn't discuss
 20 that with anybody as far as I remember. But the issue
 21 about leases, I was aware from part of the original 2011
 22 door replacement programme that there were a number of
 23 outstanding leaseholder doors and, as I was responsible
 24 for managing the home ownership team that basically
 25 dealt with all the leaseholder issues, I was aware of

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1 the legal discussions that were going on in relation to
 2 access to leaseholder doors, and that future leases
 3 would have the wording changed to demise the front door,
 4 flat front door, to the council and not to the
 5 leaseholder, to enable that work to occur.
 6 Q. Thank you.
 7 Now, my final question is this: with the benefit of
 8 having gone through the evidence over the past two days,
 9 is there anything which you would have done differently?
 10 A. Well, I think from a number of things that have come up,
 11 I probably would have done a number of things
 12 differently.
 13 We were talking earlier on about resources for
 14 health and safety. That certainly became clear after
 15 the fire, when we did bring in additional resources, and
 16 that considerably helped some of the workload that was
 17 then on us.
 18 Probably one of the things I should have done was
 19 made sure I myself had proper training to be able to do
 20 that role.
 21 I think there were probably several other things
 22 that I might have done differently, maybe looked more at
 23 the reporting that we were doing for health and safety.
 24 But I think I would state that health and safety was
 25 really important, and I was absolutely certain that was

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1 a really clear responsibility , but I also had
 2 responsibilities for finance and ICT and the home
 3 ownership team. There was a major ICT programme
 4 implementation going on, for which I was sponsoring.
 5 There were various things from the leaseholder point of
 6 view where I needed to manage and be involved in
 7 concerns from residents, leaseholder residents. So
 8 there was quite a lot of responsibilities .
 9 And I think also it would be important I think for
 10 the Inquiry to understand I'd only been there two years.
 11 A lot of the things that were not working well or were
 12 in place or not fully in place occurred through the work
 13 that my predecessor had or hadn't done and some of the
 14 activities of people in the organisation prior to me
 15 joining .
 16 MR KINNIER: Ms Matthews, thank you. Thank you for
 17 attending these past two days to give evidence.
 18 THE WITNESS: Thank you.
 19 SIR MARTIN MOORE—BICK: I'd like to thank you as well,
 20 Ms Matthews, on behalf of all of us on the panel for
 21 coming here to give us your evidence. It 's always very
 22 helpful to hear from the people who have been directly
 23 involved, and of course you're one of those important
 24 people, so we are very grateful to you for coming along
 25 to tell us what you know.

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1 THE WITNESS: Thank you.
 2 SIR MARTIN MOORE—BICK: Thank you very much, and you're now
 3 free to go, of course.
 4 THE WITNESS: Thank you.
 5 SIR MARTIN MOORE—BICK: Yes, Mr Kinnier.
 6 MR KINNIER: Sir, that concludes the evidence for today.
 7 Tomorrow, and indeed for the rest of the week, you'll be
 8 hearing evidence from Mr Black, the former CEO of the
 9 TMO.
 10 SIR MARTIN MOORE—BICK: Right. Well, that means we shall
 11 stop at that point today and we'll resume at 10 o'clock
 12 tomorrow.
 13 MR KINNIER: Thank you, sir.
 14 SIR MARTIN MOORE—BICK: Good. 10 o'clock tomorrow then,
 15 please.
 16 (3.16 pm)
 17 (The hearing adjourned until 10 am
 18 on Wednesday, 23 June 2021)
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