

Exhibit ref.

1st Statement *of the* Defendant
Miss Irene Sara Spalletti

Case ref: M00ED350

IN THE COUNTY COURT AT EDMONTON

IN THE TRUSTS OF LAND AND
APPOINTMENT OF TRUSTEES ACT 1996

BETWEEN:

Mr Alexander Michael Luke Wolf Walker

Claimant

– and –

Miss Irene Sara Spalletti

Defendant

Family Law Act proceedings

*Exhibited in response to para. 34
of the Claimant's 1st Statement*

To my consternation, I have received two applications on 21 January 2025 through the court and a notice for a further hearing on 5 February 2025.

Molly Claridge

From: Irene Spalletti <irene.spalletti@gmail.com>
Sent: 11 December 2024 15:39
To: Bryan Jones
Subject: House renovations

Dear Mr. Jones,

I would like to understand what Alex's intentions are when it comes to house renovations; we have essential house works that need to be done urgently, such as painting, carpets and flooring, totalling around £10,000. There are also extra non-essential jobs - such as bathrooms renovation, top floor and window replacement - all quotes for these jobs are in my last exhibit folder.

We own equal equity in the house, he has not spent £20k more than me on the property.

Also to confirm: the judge said there's no change in the house finances; Alex is still responsible to cover half the mortgage and bills.

Warmest regards,
Irene Spalletti

Our ref: BJ.SW.bs.WAL023

FAO: Ms Irene Spalletti

By email: info@mrpennisi.com

13 December 2024

Dear Ms Spalletti

URGENT ACTION REQUIRED

**You and Alexander Walker – 92 Ollerton Road, London, N11 2LA
Letter before action**

1. I write further to my previous correspondence regarding the property that you jointly own with my client, 92 Ollerton Road London, N11 2LA (the “**property**”).
2. In my letter dated 5 November 2024, my client made a reasonable proposal for you to buy my client out of his share of the property. Disappointingly I have received no response at all from you in relation to this, save from a brief email from you to my colleague, Bryan Jones, asking about arrangements for the payment of works to the house, as well as the mortgage and bills (my client’s proposals in respect of this are addressed at paragraph 18 below). My client has therefore instructed me to send this letter in accordance with the Practice Direction for Pre-Action Conduct and Protocols (“**PDPAC**”) contained within the Civil Procedure Rules. I refer you to paragraph 13 to 16 of the Protocol regarding the court’s power to impose sanctions for failing to comply with the Protocol. Ignoring this letter and failing to comply with the Protocol may also increase your liability for costs.
3. This letter sets out:
 1. A summary of the factual background;
 2. The basis of my client’s claim; and
 3. Action required from you to resolve this matter.
4. If you ignore this letter or fail to respond in the time stipulated at the end of this letter, my client may commence court proceedings against you without further notice. If my client wins his claim

at court, you will also very likely be liable for his legal costs. I strongly recommend that you immediately seek legal advice on the contents of this letter.

5. As set out below, it is my client's position that now that your relationship has broken down the property must be sold, and the net proceeds divided.

Background

6. You and my client were previously in a relationship from 2019 and jointly purchased 92 Ollerton Road in February 2024. You hold the property as tenants in common and are jointly responsible for the mortgage costs. My client contributed approximately £222,000 to the overall costs of purchasing and renovating the property. You contributed a total of approximately £202,000. There is a mortgage of £506,960 secured against the property and the monthly mortgage repayments are currently £2,414 per month. In relation to the financial arrangements arising from the purchase:
 - a. you did not contribute to the mortgage for the first two months that you and my client were living at the property, as you were waiting for your deposit to be returned from your flat. You have not reimbursed my client for this;
 - b. you withdrew your share of the money for the bills from the joint account in July 2024, which meant my client had to pay the bills in full that month;
 - c. you did not pay your share of the bills in August 2024;
 - d. you only paid £628 towards your share of the mortgage (i.e. approximately 25% of the monthly payment due) to my client in November 2024. You therefore owe £579 in relation to this.
7. Your relationship ended in mid-July 2024 but you both continued to live at the property, albeit separately. My client made it clear that he wanted to separate properly, sell the property and have no further engagement with you by text message sent on 14 August 2024.
8. On 2 September 2024 you had an argument and you falsely alleged that my client broke a lamp (although there is clear documentary evidence that it was broken months ago). You called the police due to that alleged property damage. My client was arrested and taken to Leyton Police Station where he was interviewed under caution. He has been bailed to return to Wood Green Police Station on 15 January 2025. As a consequence of his bail conditions (and also the occupation order that has been made by consent), my client cannot return to the property and since September has split his time between his mother's home in Wiltshire and temporarily staying with friends when he is in London (where he must frequently be for work).
9. Despite having had no contact for 7 weeks, on 22 October 2024 you made an ex parte application pursuant to the Family Law Act 1996 seeking a non-molestation order and an occupation order. At the end of the statement in support of your application you made a series of requests for my client to be solely responsible for the mortgage and household bills, together with compensation for "harm" you alleged to have suffered during the relationship. At the hearing on 25 October 2024 District Judge Cohen made a very limited non-molestation order

in the interim and a return date was directed for 26 November 2024. He made no order in respect of the mortgage payments or bills.

10. My client proposed to vacate the hearing on 26 November 2024 by offering the fullest possible range of undertakings. You failed to accept my client's reasonable undertakings and my client was forced to attend court at significant cost. My client had no wish to continue this pointless and expensive litigation. He therefore agreed to the non-molestation and occupation orders to be made by way of a consent order on the basis of no admissions.
11. In advance of the hearing on 26 November 2024, my client made reasonable proposals as a way to move forward in relation to sale of the property.
12. You failed to engage with my client's reasonable proposal in respect of the sale of the property.

The basis of my client's claim

13. Both you and my client have always supported yourselves independently. You are not married, you have no children and have no ongoing duty to support each other. My client's current living situation is not sustainable. You have not been in a relationship since July 2024 and the property will need to be sold and my client's share of the funds be released to him so that he can rehouse appropriately.
14. If you refuse to agree to the sale, then my client will be forced to make an application pursuant to section 14 of the Trust of Land and the Appointment of Trustees Act 1996 for the court to make an order for sale.

Alternative Dispute Resolution

15. Should you dispute this, the Protocol PDPAC requires that you and my client should consider alternative dispute resolution before any court proceedings are commenced. Accordingly, we ask you to confirm your position in this regard.
16. Should we not hear from you by 13 January 2025 regarding alternative dispute resolution, and you do not agree to my client's proposal to sell the property, we shall assume that you do not wish to engage in any form of alternative dispute resolution and I reserve the right to draw this letter to the attention of the court, in due course should we consider this necessary.

Relevant document

17. I enclosed a copy of the Land Registry title, which shows that the property is owned jointly by you as tenants in common.

Action required

18. Despite my many letters to you, both in relation to the property and also in relation to other issues arising from the breakdown of your relationship with my client, you have failed to engage. My client now requires from you confirmation by no later than 4pm on 13 January 2025 that the property can be sold forthwith on the following basis:

- a. the property shall be sold forthwith for the best price achievable;
- b. you and my client to agree the estate agent within seven days. My client to propose three options, you to select one of the three proposed, the joint letter of instruction to be agreed;
- c. my client's usual workman to undertake remedial work to ensure the property is saleable – the scheme of works to be set out by prior written agreement between you and my client;
- d. you to maintain the property to a viewable standard and to agree not to stymie the sale;
- e. you and my client to continue to discharge the monthly mortgage payments equally (you shall be solely responsible for the bills and utilities at the house given that you are in sole occupation of the property and my client has his own housing costs to meet);
- f. the proceeds of sale shall be applied as follows:
 - i. to discharge the mortgage;
 - ii. in payment of the solicitors' conveyancing costs and disbursements in connection with the sale;
 - iii. in payment of the estate agents' charges;
 - iv. in payment to my client of the additional contributions that my client has made to the mortgage and bills set out at paragraph 6 above, which should have been met by you;
 - v. in payment to my client any redecoration/renovation or other costs that my client incurs in order to prepare the property for sale that are unmatched by you;
 - vi. in payment of the balance as to 50% to you and 50% to my client.

For the avoidance of doubt, the amounts referred to at (iv) and (v) above will need to be paid to my client directly from the conveyancing solicitors, top sliced, from the net proceeds of sale.

19. My client could of course claim further sums because he contributed more to the costs of purchasing and renovating the property. However, he will not pursue this claim on the condition that his proposals are accepted by 13 January 2025.
20. If you fail to respond to this Letter Before Action by this deadline or if your response is in any way unsatisfactory, I anticipate being instructed to take all further action. To the extent that full court proceedings are necessary, my client's costs will increase, and he will seek to recover all of the same from you as part of those proceedings.

I await to hear from you or your solicitor.



Official copy of register of title

Title number MX466101

Edition date 12.02.2024

- This official copy shows the entries on the register of title on 23 OCT 2024 at 17:01:13.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Oct 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title.

ENFIELD

- 1 (26.02.1964) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 92 Ollerton Road, London (N11 2LA).
- 2 There are excluded from this registration the mines and minerals excepted by the Transfer dated 21 February 1964 referred to in the Charges Register in the following terms:-

"SUBJECT to (a) the exception and reservation of mines and minerals as mentioned or referred to in a Conveyance dated the Twenty fifth day of July One thousand Eight Hundred and Ninety five and made between the Ecclesiastical Commissioners for England of the one part and Philip Lybbe Powys Lybbe of the other part."

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (12.02.2024) PROPRIETOR: ALEXANDER MICHAEL LUKE WOLFE WALKER and IRENE SPALLETTI of 92 Ollerton Road, London N11 2LA.
- 2 (12.02.2024) The price stated to have been paid on 2 February 2024 was £860,000.
- 3 (12.02.2024) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (12.02.2024) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 5 (12.02.2024) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of

B: Proprietorship Register continued

this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 2 February 2024 in favour of National Westminster Bank PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance dated 7 August 1907 made between (1) Reginald Cecil Lybbe Powys Lybbe (2) Edward Horne and Hamilton Fulton and (3) Henry George Stacey contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by a Transfer dated 21 February 1964 made between (1) Daisy Kathleen Ada Lawson and (2) Sara Adeline Savill:-

"To the free passage and running of water and soil from any other land or buildings near to or adjoining the premises hereby transferred by and through the sewers and drains made or to be made in through or over the premises hereby transferred."
- 3 (12.02.2024) REGISTERED CHARGE dated 2 February 2024.
- 4 (12.02.2024) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 7 August 1907 referred to in the Charges Register:-

Covenant by Purchaser to the intent and so that the same should be binding on the land and premises thereby assured into whosoever hands the same might come with the Vendor his heirs and assigns

(a) That he will well and sufficiently fence the land thereby conveyed and will indemnify the Vendors tenants of any adjoining land from any claim arising out of damage from default of such fencing.

(b) And will not erect any messuage or dwellinghouse upon that part of the said land fronting Bowes Road for a depth of 110 feet from such road which should be of less value exclusive of the price of the land than £300 nor upon any other part of the said land than £200 exclusive of the price of the land as aforesaid nor except in accordance with plans and elevations which should first be approved of in writing by the Surveyors for the time being of the Vendor but no fee should be payable by the Purchaser for obtaining any such approval.

(c) That every messuage or dwellinghouse with the site thereof fronting Bowes Road shall have a frontage of not less than 17 feet and a depth of not less than 110 feet thereto and on every other part of the land every messuage or dwellinghouse with the site thereof shall have a frontage of not less than 15 feet and a depth of not less than 100 feet and all such messuages or dwellinghouses shall be so that the general line of frontages shall not approach nearer to the road than the distance or building line set forth by the local authority.

(d) And will not dig or get for the purpose of sale or otherwise than as may be necessary to form cellars drains basements or foundations of the building to be erected or for the use or removal in the erection or execution of any messuage or dwellinghouse or works any earth sand clay or gravel from the said land.

(e) And that wherever the said land shall abut on other land of the Vendor the erection in pursuance of this agreement of any wall fence or other structure so far as relates to the side abutting on the said land adjoining whether a party wall or fence or otherwise shall be treated as such in accordance with the Metropolitan Building Act but so that the 3 months notice required by such Act shall in no case be considered

Schedule of restrictive covenants continued

necessary.

(f) And will not carry on or suffer to be carried on upon any part of the said premises any trade or business whatsoever or allow the same to be used otherwise than for the purpose of a private dwellinghouse or of any profession.

(g) And will not do or suffer to be done on any part of the said premises anything which may be or grow to be a public or private nuisance or a damage disturbance annoyance or grievance to the Vendor or the tenants or occupiers of the property in the neighbourhood of the said premises and particularly will fence and keep fenced the lands hereby conveyed so as to prevent any congregation on of boys therein.

(h) And will at his own expense within one year from the completion of the purchaser level form and make of a width of not less than 45 feet the intended road shown on the said plan together with all necessary sewers and drains in connection therewith and should for ever after maintain the same in good repair and condition to such satisfaction as aforesaid until the same should be adopted by the Local Authority.

End of register



HM Courts &
Tribunals Service

For Court use only

Case number

ED24F00300

Date issued

Application to vary, extend or discharge an order in existing proceedings

Parts 4 and 4A Family Law Act 1996

The court to which you are applying:

If you are an individual applicant, you **must not** serve the documents yourself on the person you are seeking an order against.

Note: you must make this application to the court which made the original order.

1. About you (the applicant)

If you do not wish your address to be made known to the respondent, leave this space blank and complete Confidential contact details form **C8**. You can get a copy of this form from any family court office or from our website at hmctsformfinder.justice.gov.uk

1.1 State your title

Miss

1.2 Full name

Irene Sara Spalletti

1.3 Address

First line of address

92 Ollerton Road

Second line of address

Town or city

Enfield

County (optional)

Postcode

N	1	1	2	L	A	
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1.4 Phone number

07412604767

1.5 Date of birth (if under 18)

Day	Month	Year
11	06	1986

1.6 State your solicitor's name

1.7 Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

1.8 Reference

1.9 Solicitor's fee account number

1.10 Phone

1.11 DX number

1.12 If you are already a party to the case, give your description (for example, applicant, respondent or other).

The applicant

2. The order(s) for which you are applying

Please attach a copy of the order if possible.

2.1 I am applying to

- ☒ vary
- ☐ extend
- ☐ discharge

2.2 The order dated

Day	Month	Year
26	11	2024

2.3 If you are applying for an order to be varied or extended please give details of the order which you would like the court to make:

– To vary the current order to an occupation order or to hold a re-trial to confirm whether occupation rights were granted in full until 25 October 2025, as I was led to believe.

– To extend the order until the end of our mortgage agreement, 31 March 2026.

– To conduct a review to determine whether additional protective measures are necessary to ensure compliance with the court's orders and to prevent further harassment from Mr. Walker's solicitor.

– To provide a clear definition and enforcement of property-related financial obligations, including Mr. Walker's responsibilities for maintaining the property and covering associated costs.

– To hold a fact-finding hearing to establish Mr. Walker's accountability and determine his guilt concerning the matters of domestic abuse.

3. Your reason(s) for applying

3.1 State briefly your reasons for applying

I am being forced to agree to the immediate sale of the property, with a deadline of no later than 13 January 2025. I am requesting a re-trial to confirm whether occupation rights were granted in full until 25 October 2025, as I was led to believe. Despite the non-molestation order and Mr. Walker being on bail for controlling and coercive behaviour, the abuse has not ceased. While the nature of his threats has changed, they remain equally harmful. Additionally, his solicitor's communications are harassing and coercive, further destabilising my peace of mind and sense of safety. Since the court's order, I have been working hard to regain stability—seeking employment and resuming my studies. However, Mr. Walker's persistent coercion and his solicitor's threatening communications have disrupted my progress and continue to undermine my mental and emotional well-being. If I am forced to leave the property before achieving financial stability, I will face homelessness. I have pets, no savings—since the respondent stole them all—no immediate family in the UK, and no resources to move. The house remains a building site, filled with my belongings across all three floors, and it requires substantial costs to make it sellable.

4. Person(s) to be served with this application

This application is to be served upon the respondent and the person to be protected by the order.

- 4.1** For each respondent to this application state the title, full name and address.

Note: if you are an individual applicant you **must not** serve the documents yourself on the person you are seeking the order against.

Mr Alexander Michael Luke Wolf Walker

205 Quemerford, Calne SN11 8JY

amlwwalker@gmail.com

07725698210

Statement of truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☒ **I believe** that the facts stated in this form and any continuation sheets are true.

☒ **The applicant** believes that the facts stated in this form and any continuation sheets are true. **I am authorised** by the applicant to sign this statement.

Signature

Irene Sara Spalletti



☒ Applicant

☐ Applicant's legal representative (as defined by FPR 2.3(1))

Date

Day

31

Month

12

Year

2024

Full name

Irene Sara Spalletti

Name of applicant's legal representative's firm

If signing on behalf of firm or company give position or office held

Miss Irene Sara Spalletti
2nd STATEMENT
of the applicant: Miss I - S Spalletti
n° of Exhibits: 1
Dated: 02/01/2025
Case number: ED24F00300

IN THE FAMILY COURT AT EDMONTON
IN THE MATTER OF THE FAMILY LAW ACT 1996

BETWEEN:

Miss Irene Sara Spalletti

- and -

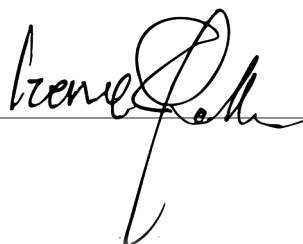
Mr Alexander Michael Luke Wolf Walker

Applicant

Respondent

2nd STATEMENT
of the applicant Miss Irene Sara Spalletti

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth. I believe that the facts stated in this form and any continuation sheets are true.



I am seeking clarification and protection regarding the challenges I continue to face following the court's order. I believe I may have been misled during the proceedings and not granted the full occupation rights I understood to be in place. If this is accurate, I request a new hearing, as I believe I was denied a fair hearing. I only became aware of this on 13th December, which has prevented me from exercising my right to vary or appeal the order within the appropriate time frame.

Mr. Walker's ongoing non-compliance with both protective orders has significantly strained my already precarious situation, further impeding my ability to recover and rebuild my life. His actions have caused severe mental, physical, and financial distress.

The abuse has already forced me to lose our home, and I am now being pressured to agree to an immediate deadline to vacate the property, which would leave me homeless.

Furthermore, I was unprepared for the complexities of dealing with solicitors. I had been assured that these matters would typically be resolved during hearings. However, I now face significant legal costs due to the respondent's solicitor's aggressive and unreasonable conduct, which has hindered my ability to focus on rebuilding my life.

Concerns About Misleading Representation

I spent two months preparing detailed evidence for my case. I would never have walked out of that courtroom without being assured of my occupation rights. The court acknowledged my fear of Mr. Walker's response to these rights by including a power of arrest should he threaten me. Despite this, he continues to coerce and intimidate me, now primarily through legal and financial threats communicated by his solicitor.

Non Adherence to Court Orders

Mr. Walker is consistently avoiding his financial responsibilities related to the property, including his refusal to contribute to the costs associated with maintaining the house. Given his responsibility for damaging the front door, which is causing significant issues with the heating, I should not be held responsible for covering the costs of heating a three-floor house with single-glazed windows while he is under investigation for criminal offences committed against me, or while protective orders resulting from his abuse remain in place.

Despite the court's clear decision and the judge's agreement that Mr. Walker's "workman" should not undertake further work on the property, Mr. Walker's solicitor is blatantly disregarding the court orders and attempting to coerce me into agreeing to the opposite.

Impact on My Stability

Since the court's order, I have been working hard to regain stability—seeking employment and resuming my studies. However, Mr. Walker's persistent coercion and his solicitor's threatening communications have disrupted my progress and continue to undermine my mental and emotional well-being.

If I am forced to leave the property before achieving financial stability, I will face homelessness. I have three pets, no savings—since the respondent stole them all—no immediate family in the UK, and no resources to move. Furthermore, all three floors are filled with my furniture, and the house is currently a building site that requires substantial costs to make it sellable.

Financial Disparity

I believe it is important for the court to consider the financial disparity between myself and Mr. Walker. I am in no position to afford a solicitor or to contribute to selling the property under the current conditions. However, Mr. Walker has the financial means to resolve this matter, including the option to buy me out.

His failure to adhere to the court's orders is the sole reason I require legal assistance, as evidenced by my financial statements compared to his solicitor's mounting legal bills. Mr. Walker has the financial means to afford £10,000 for a single hearing's representation by a barrister based in Chancery Lane, further underscoring the disparity in our financial situations.

The respondent has an annual salary of £109,560, £146,988.69 in stock shares, various crypto accounts with large sums in it, an unknown amount to me of other savings spread over multiple bank accounts and, I believe, multiple investments with various friends and acquaintances.

I am currently unemployed, although my limited company remains active. I am receiving Universal Credit (which would amount to £380 per month) and am relying on financial support from my family.

Costs

I request that the respondent reimburse me £942.40 for the costs incurred in printing statements and exhibit folders, as well as all further legal costs resulting from Mr. Walker's repeated non-compliance with both judicial and police orders.

My financial situation is dire; my bank accounts currently hold less than £100, leaving me in a precarious position exacerbated by the respondent's actions.

If this harassment continues, it will further impair my ability to secure and sustain a job and finish my studies, ultimately affecting my long-term career prospects. I respectfully request that the respondent be held responsible for any ongoing damage to both my health and employment opportunities resulting from his abusive behaviour.

Ongoing Harassment

Despite the non-molestation order and Mr. Walker being on bail for controlling and coercive behaviour, the abuse has not ceased. The nature of his threats has shifted but remains equally harmful. His solicitor's communications are harassing and coercive, further destabilizing my peace of mind and sense of safety.

Domestic Abuse

(1) When did the behaviour start and how long did it continue:

As soon as the respondent moved in with me, October 2023 - he began to assert a position of power and control to dominate me. He often shouted at me pressing forward until I was backed against the wall.

Nature of behaviour/what happened:

The respondent would harass me by invading my personal space and dominating the air around me with relentless screaming and shouting. This verbal abuse included name-calling to keep quiet. Gender role expectations.

(2) When did the behaviour start and how long did it continue:

When we moved into our new purchased home, March 2024 – start of physical violence, punishments, imposition of rules, control through threats, some involving hurting my pets or my mother.

Nature of behaviour/what happened:

The respondent pushed me so hard from behind that I fell off the bed, grabbed me, threw me onto the bed pinned me down, and used his body weight to restrain me; blocking my shoulders with both hands.

(3) When did the behaviour start and how long did it continue:

June 2024 – start of financial control abuse became daily I had to move out, threats towards pets constant I had to take them to Europe to be kept safe until his arrest.

Nature of behaviour/what happened:

The respondent stole £10,000 from me, then threatened to put locks in parts of the property so I couldn't have access if I asked for my money back. Controlled me with lies about having more power over our property, making threats to get me out in seconds.

(4) When did the behaviour start and how long did it continue:

November 2024 – Upon receiving the non-molestation order, I got harassed from his solicitor, with almost daily emails, 13 between the 5th and 22nd November, which included threats, repeated references to legal costs and proceedings. Financial and coercive control.

Nature of behaviour/what happened:

The respondent solicitor's emails: "If Mr. Walker is forced to attend the hearing then my client will have no choice but to seek an order that Ms Spalletti pay £10,000 for his legal costs associated with preparing for and attending that hearing".

(5) When did the behaviour start and how long did it continue:

13 December 2024 – Response to Judge's order and occupation rights with repeated threats of legal costs and references to applications under the TOLATA to harass and coerce me with obligation to agree by no later 13/01/25.

Nature of behaviour/what happened:

Obligation to agree to the property to be sold forthwith and on an estate agent by 20 January 2025 to list the property for sale or face an application pursuant to TOLATA with the imposition of financial responsibility on me for all costs despite the fact that the house has been valued £60,000 less than the purchase price in February 2024, further compounding the financial strain caused by the respondent's behaviour.

Request for Review and for a New Hearing

Given these circumstances, I kindly request the following:

- A hearing to confirm whether occupation rights were granted in full until 25 October 2025, as I was led to believe. I respectfully request that the court hold a fact-finding hearing to establish Mr. Walker's accountability and determine his guilt in relation to the matters of domestic abuse.
- That the order be extended until the end of our mortgage agreement, 31 March 2026.
- A review of whether additional protective measures are required to ensure compliance with the court's orders and to prevent further harassment.
- A clear definition and enforcement of property-related financial obligations, including Mr. Walker's responsibilities for maintaining the property and covering associated costs.

If the current conditions are not sufficient to protect me from harassment and intimidation, I respectfully request appropriate amendments to the protective orders. I trust the court will recognize the profound impact this situation has had on my ability to recover and rebuild my life.

Irene Spalletti
92 Ollerton Road
London
Greater London
N11 2LA

Please reply to: Andry Tofarides
Housing Advisory Service
Civic Centre Silver Street
London
EN1 3XA
E-mail: Andry.Tofarides@enfield.gov.uk
Phone: 02081321701
Textphone:
Fax:
My Ref:
Your Ref: 1065281
Date: 27/11/2024

Dear Irene Spalletti

S184(3) DECISION RESULT
(Housing Act 1996 as amended)

I write regarding your homelessness application made on 07/11/2024.

Having completed my enquiries, I have concluded the following:

- That you are not homeless nor threatened with homelessness as defined by S175 of the Housing Act 1996 as amended as you have accommodation available to you at 92 Ollerton Road, London n11 2LA which is reasonable for you to continue to occupy.

This means that the Council does not have a duty to complete an Assessment and Personalised Housing Plan with you or have any duty to take reasonable steps to help you to prevent or relieve homelessness.

In reaching this decision, I have taken into account all the information held on your housing file and in particular the following:

- In our telephone conversation on the 27th of November you advised that the court case on 26th November 2024 concluded that you can remain in your current mortgaged home for a year with your ex partner contributing towards the mortgage payments.
- The Homelessness Code of Guidance 2018 as amended and in particular Chapter 6

Joanne Drew
Strategic Director of Housing and Regeneration
Enfield Council
Civic Centre, Silver Street
Enfield EN1 3XY

www.enfield.gov.uk

Housing Act 1996

S175 Housing Act 1996 states:

- (1) A person is homeless if he has no accommodation available for his occupation, in the United Kingdom or elsewhere.*
- (2) A person is also homeless if he has accommodation but –
 - (a) he cannot secure entry to it, or*
 - (b) it consists of a moveable structure, vehicle or vessel designed or adapted for human habitation and there is no place where he is entitled or permitted both to place it and to reside in it.**
- (3) A person shall not be treated as having accommodation unless it is accommodation which it would be reasonable for him to continue to occupy.*
- (4) A person is threatened with homelessness if it is likely that he will become homeless within 56 days.*
- (5) A person is also threatened with homelessness if—
A valid notice has been given to the person under section 21 of the Housing Act 1988 in respect of the only accommodation the person has that is available for the person's occupation, and that notice will expire within 56 days.*

In accordance with the above, I considered the question as to whether your accommodation at 92 Ollerton Road, London N11 2LA is available for you and whether it is reasonable for you to continue to occupy.

Availability of 92 Ollerton Road, London N11 2LA

Looking at your housing situation it is evident that you have accommodation available to you for at least 56 days and have not been served a Section 21 notice that will expire within 56 days.

- The land registry shows both your name and Ex-partner, and you have a legal right to occupy the accommodation.
- You advised that you have not been served with a valid S21 notice that will expire within 56 days.

As a result of the above you have a legal right to continue to occupy the accommodation for at least 56 days. Given this and the fact that there is no restriction in securing access to it, I am satisfied that it is available to you and that it will be available to you for at least another 56 days.

Given that I consider the accommodation to be available to you I will now consider whether it is reasonable for you to continue to occupy.

Reasonable to continue to occupy 92 Ollerton Road, London N11 2LA

In representations made by you it has been stated that the accommodation is reasonable for you to continue to occupy as there is a power of arrest in place and although you have been the victim of domestic abuse and that there is a threat of domestic abuse it is reasonable for you to continue to occupy.

Section 177 Housing Act 1996 applies a test of when accommodation may be classed as unreasonable to occupy in violence or domestic abuse cases. It states that:

"It is not reasonable for a person to continue to occupy accommodation if it is probable that this will lead to violence or domestic abuse against him, or against; a person who normally resides with him as a member of his family or another person who might reasonably be expected to reside with him."

(1A) For this purpose:

- a) "domestic abuse" has the meaning given by section 1 of the Domestic Abuse Act 2021;
- b) "violence" means;
 - i. violence from another person; or
 - ii. threats of violence from another person which are likely to be carried out."

Domestic abuse is defined by the Domestic Abuse Act 2021 as being:

- 1. Behaviour of a person ("A") towards another person ("B") is "domestic abuse" if;
 - a. A and B are each aged 16 or over and are personally connected to each other, and
 - b. the behaviour is abusive.
- 2. Behaviour is "abusive" if it consists of any of the following;
 - a. physical or sexual abuse;
 - b. violent or threatening behaviour;
 - c. controlling or coercive behaviour;
 - d. economic abuse
 - e. psychological, emotional or other abuse;
- 3. and it does not matter whether the behaviour consists of a single incident or a course of conduct.
- 4. "Economic abuse" means any behaviour that has a substantial adverse effect on B's ability to;
 - a. acquire, use or maintain money or other property, or
 - b. obtain goods or services.

5. *For the purposes of this Act A's behaviour may be behaviour "towards" B despite the fact that it consists of conduct directed at another person (for example, B's child).*

Domestic Abuse

Given the above, I am satisfied that the accommodation is reasonable for you to continue to occupy on all grounds.

Given the above, I am satisfied that you are not homeless nor threatened with homelessness as per S175 of the Housing Act 1996 as you have accommodation that is available to you for more than 56 days and reasonable for you to continue to occupy.

Please be aware that if you do not continue to occupy the accommodation at 92 Ollerton Road, London N11 2LA and consequently lose it and become homeless, you are likely to have become homeless intentionally.

If as a result of this you reapplied to this Authority for assistance the Council may deem that it has no duty towards you apart from taking steps to help you to secure accommodation under the Relief duty and interim accommodation for a reasonable period if you have a priority need.

If you disagree with this decision

You can request a review of this decision under Section 202 of the Housing Act 1996 as amended within 21 days of being notified of the authority's decision. Please note that review requests made outside of the time limited may not be considered.

Yours sincerely,

A. Tofarides

Andry Tofarides
Specialist Domestic Abuse Coordinator
Housing Advisory Service - Resilience Team

Enfield Council has launched a series of 14 e-newsletters covering a range of topics that provide residents with more frequent Council news and service updates. More than 40,000 people have already signed up, make sure you're one of them. You can register at www.enfield.gov.uk/enewsletters
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BETA This is a new service: your feedback will help us to improve it.

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Payments

On 3 February 2025 you will be paid any money you are entitled to.

The amount you get is based on your circumstances from 27 December to 26 January 2025.

If your payment falls on a bank holiday or weekend you'll usually get it earlier.

Statements

Your statement explains your payment and how we worked it out.
Select a statement from the list to view.

View statement by pay date	Amount
3 February 2025	£393.45
3 January 2025	£393.45
3 December 2024	£0.00



Personal Account statement

25/11/2024 - 25/02/2025

Irene Spalletti
92 Ollerton Road
London
N11 2LA
United Kingdom

£65.87
Personal Account balance
(Excluding all Pots)

£0.00
Balance in Pots
(This includes both Regular Pots with Monzo and Savings
Pots with external providers)