

C4 – 2nd Statement of the Applicant
Miss Irene Sara Spalletti

Case ref: ED24F00300

IN THE FAMILY COURT AT EDMONTON

IN THE MATTER OF
THE FAMILY LAW ACT 1996

BETWEEN:

Miss Irene Sara Spalletti

Applicant

– and –

Mr Alexander Michael Luke Wolf Walker

Respondent

C4 – 2nd Statement of the Applicant

*Filed for Non-Molestation
and Occupation Order proceedings*

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.



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 -

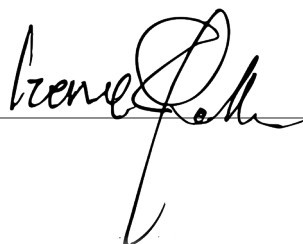
Mr Alexander Michael Luke Wolf Walker

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.

URGENT | AM BEING THREATENED <ED24F00300> Irene Sara Spalletti vs Alexander Walker -
Hearing 26.11.2024



On Wed, 13 Nov 2024, 2:35 Irene Spalletti, <irene.spalletti@gmail.com> wrote:

Dear Sir/Madam,

As anticipated following my application for a non-molestation and occupation order without notice, the respondent, Alexander Walker, has been attempting to dissuade me from proceeding with the scheduled hearing on 26th November. He has also been exerting daily pressure on me to provide evidence directly, rather than through the appropriate channels.

I have contacted the detective overseeing his prosecution, as Mr Walker appears to have breached his bail conditions by contacting me indirectly through his solicitor regarding matters that were not previously agreed upon. In addition, he and his solicitor have used scare tactics and made unreasonable offers in an effort to either remove me from the property or press me to purchase it and have provided misleading information regarding the respondent's contributions toward house renovations.

Could you kindly add a note to my court file that my financial circumstances have changed; as of today, I am registered with Enfield Council as at risk of homelessness if I am to be removed from the property (I will bring the necessary paperwork to the hearing, as these documents have not yet been provided to me).

Additionally, I have attached the following documents to this email:

- 11 emails sent by the respondent's solicitor dated November 5th, 8th, 11th, and 12th, demonstrating breaches of bail conditions and attempts to discourage me from proceeding with the hearing on 26th November regarding this order.
- A screenshot showing that my Universal Credit application has been granted (proof of the amount will be provided once I receive my first payment).
- A receipt for £942, which represents the cost of printing three copies of 360 pages documenting the abuse I have experienced from the respondent. I respectfully request that the respondent be held liable to reimburse me for this expense in full.

Thank you for your attention to this matter.

Yours faithfully,

Irene Sara Spalletti



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

monzo

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)