

Ms Sarah Walker
Hughes Fowler Carruthers
Academy Court
94 Chancery Lane
London
WC2A 1DT

Your Ref: BJ.SW.bs.WAL023

19 February 2025

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Ms Walker

Re: 92 Ollerton Road, London, N11 2LA

I write in relation to the freehold property known as 92 Ollerton Road, London, N11 2LA registered at HM Land Registry under title number MX466101 (the "Property") and in response to your letter before action dated 13 December 2024.

Firstly, I would like to express my immense disappointment and frustration at your client's decision 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 despite several correspondences from my former solicitors (southgate solicitors) – one, prior to your proposed deadline of 13 January 2025 – indicating that I have every intention to provide a full response to your letter before action as soon as I can, and to resolve matters outside of court. As you will be aware, as per paragraph 8 (Settlement and ADR) of the Practice Direction on Pre-Action Conduct and Protocols ("PDPAC") contained within the Civil Procedure Rules, litigation should be as a last resort. Nevertheless, your client decided to disregard my former solicitors' correspondences and proceeded to make a court application anyway, unreasonably and unnecessarily.

I acknowledge the date on which this response is made and that a faster response would have been possible had I not encountered numerous complications including, but not limited to, the considerable difficulties over the Christmas period in finding suitable legal representation. As you will be aware, it is difficult for prospective clients to seek legal advice let alone secure representation so close to the Christmas break given most law firms are at capacity in light of their closure over Christmas and New Years. Then, once I had instructed Southgate solicitors, the delays in responding were further exacerbated by your continual chasing and threats impeding on mine and my solicitors' abilities to provide a more prompt response. Not to mention the persistent

forms of communications largely contributing to the demise of the limited funds I had on account, which in turn lead to my former solicitors temporarily ceasing work on my file. Shortly thereafter, I reached financial breaking point which led me to deconstructing them altogether.

I am exasperated to have received such persistent letters threatening court proceedings to force the sale of the Property. These unprofessional tactics, seeking to secure an unfair advantage by intimidating me, irrespective of the history of your client's abusive behaviour and the current bail conditions and non-molestation order in place for my protection, are a clear breach of paragraph 4 (Proportionality) of the PDPAC which requires only reasonable and proportionate steps to be taken by the parties to identify, narrow and resolve the legal, factual, or expert issues.

As your client is very aware, I have a medical background of anxiety disorder, emotionally unstable personality disorder, ADHD, depression, chronic pain, fibromyalgia and have been suicidal on many an occasion. Your client has had a seriously negative influence on my life and as such, this escalates my anxiety to such an extent that I end up panicking and making attempts on my life. As a result of the continual chasing and persistent threats and the emotional and psychological damage this has and is causing me, my ability to promptly engage in matters requiring my attention and ongoing communication has been impeded. This, as I understand, is the main reason as to why your client's bail conditions were recently amended, prohibiting him from contacting me directly and indirectly.

Nonetheless, I am keen to resolve matters relating to the Property with your client without recourse to court proceedings. I have always been willing to engage in negotiations to settle this matter fairly and I am committed to doing so to remove this continued stress and uncertainty from my life. It is of utmost importance to me to conclude matters so that we can both move on with our lives; yet your client has made this extremely difficult for me in more ways than one, such as his unreasonable and unsubstantiated proposal – which I will address later in this letter – coupled with the persistent chasing and threats which have affected me emotionally, psychologically and financially. My mental health has suffered immensely due to this matter hanging over me combined with my medical diagnoses, hence the reason for the delay in responding in full.

Background

I have known your client since Autumn 2013, and we first became a couple in or around early 2021 until 7 September 2022. We then got back together in March 2023 and your client moved in with me on 6 October 2023 to my previously rented flat.

On 2 February 2024, the Property was purchased at the price of £860,000 in joint names, held as tenants in common in equal shares with a mortgage in favour of National Westminster Bank PLC (the "Mortgage"). The acquisition cost of the Property inclusive of Stamp Duty Land Tax and legal fees was £895,637.60 and was funded by the Mortgage, £192,833.80 provided by me and £192,833.80 provided by your client.

The total amount to repay the Mortgage stands at £515,815.67 as at 6 January 2025 (see enclosed redemption statement) and the monthly mortgage repayments are currently £2,415.15 per calendar month. In relation to the financial arrangements arising from the purchase and in response to point 6:

- a. I did not contribute to the Mortgage for the first two months living at the Property because as your client is aware, we agreed he would pay the first two months' mortgage repayments in lieu of two months' rent and bills for the flat we resided in prior. Therefore, I do not need to reimburse your client.
- b. I did withdraw my share of the money for the bills from the joint account in July 2024 because after I had transferred the funds into the joint account for bills, your client withdrew £100 from my share at an ATM for his sole personal use. Nevertheless, I paid your client back for the bills on 13 July 2024, contributed more to the bills on 27 July 2024 and paid some other monthly household bills to the providers directly. Therefore, I do not need to reimburse your client.
- c. I did pay my share of the bills in August 2024 as I paid the providers directly. Therefore, I do not need to reimburse your client.
- d. I paid £628 towards my share of the Mortgage to your client in November 2024 because your client failed to pay two months of fixed property costs and bills (from the day of your client's arrest) and therefore, this was subtracted from my share of the mortgage repayment. Therefore, I do not need to reimburse your client.

We have now been separated since 16 July 2024 but continued to live together at the Property until your client was arrested on 2 September 2024. To confirm, your client was released on bail while investigations into domestic abuse, controlling and coercive behaviour, harassment and financial control were conducted (amongst many others). The six-month bail condition imposed on your client prohibiting him from returning to the Property are not because of a broken lamp. I initiated Family Law Act proceedings in October 2024 to which have now concluded on 5 February 2025.

Your client's proposals

Firstly, I would like to address your client's initial proposal in your letter dated 5 November 2024 that I buy out your client and its absurdity. As your client is fully aware, my financial position does not allow for me to buy your client out nor would I be able to take over the Mortgage on a mere £400 per month in Universal Credit payments. It is

evident to me that your client made this offer purposefully in an attempt to exert undue pressure and to secure an unfair advantage by intimidating me. Your client's vexatious and unhelpful 'buy out' proposal is therefore not an option, not to mention the hugely over-inflated house valuation of £903,000 sourced from the internet and this being wholly incompatible with paragraph 4 (Proportionality) of the PDPAC, and your client's ridiculous request for an additional compensatory sum of £15,000 despite subsequently stating that the parties 'have no ongoing duty to support each other.' It is entirely unreasonable for your client to be compensated in such manner and especially in circumstances where your client is looking at charges of criminal offences against me including but not limited to domestic abuse, controlling and coercive behaviour, financial control and harassment.

Further, your assertion that your client contributed £222,000 to the overall costs of purchasing and renovating the Property and that I only contributed £202,000 is unsubstantiated and neither are these figures agreed. It is my position that we have contributed equally to the overall costs of purchasing the Property and the Mortgage. Any redecoration/renovation or other costs that your client has incurred that are unmatched by me have been without my consent, such as the removal of the second chimney which was entirely unnecessary.

In response to your client's letter before action proposal, I am not opposed to selling the Property forthwith, however, the subsections of the proposal are not agreed in full. Firstly, I am not agreeable to your client's usual workman undertaking remedial work to ensure the Property is saleable. Secondly, in accordance with District Judge Davies' proposition within the Family Law Act proceedings, I do not agree that I should be solely responsible for the bills and utilities at the Property. I am in the process of obtaining court transcripts. Finally, I am not agreeable to subsection f(iv) given that your client has not made any additional contributions to the Mortgage other than those agreed between your client and I nor has he made any additional contributions to bills. In fact, your client still owes me 4 months' worth of bills from my previously rented property.

Settlement – without prejudice

As you are aware, as your client and I own the Property jointly and hold the Property on trust for ourselves as tenants in common in equal shares, we both have an equal share in the Property. If it was our intention that your client was to receive more than his equal share as alleged, which for avoidance of doubt is not agreed, this would have been reflected in the Property transfer at the time or by way of an agreement, but it is not. In the absence of either, the legal position is that I am entitled to 50% share in the Property.

Nevertheless, in consideration of your client's proposal and in line with the requirements of PDPAC, I wish to make a constructive effort to make a counterproposal to bring a conclusion to this issue in the parties' best interests to avoid the time and costs of litigation. In this regard, on a strictly without prejudice save as to costs basis I put forward a counterproposal as follows:

I have obtained three valuations for the Property, copies of which are enclosed. These are as follows:

1. On 6 January 2025 by Ellis & Co at £810,000 without essential building works and at £887,500 with building works carried out
2. On 7 January 2025 by Kinleigh Folkard & Hayward at £800,000 without essential building works and at £900,000 with building works carried out
3. On 9 January 2025 by Oyster Properties at £825,000 without essential building works and at £850,000 with building works carried out

The current valuation of the Property based on an average of the three valuations is £811,666.67 and should the essential building works be carried out the value is expected to be around £879,166.67. I do not accept your client's case that the Property is worth anything like £903,000 in its current state.

There is an outstanding mortgage of £508,234.92 and an ERC of £7,580.75 as at 6 January 2025 leaving equity of approximately £295,851 or £363,351 with essential building works carried out should the Property be sold forthwith plus the cost of sale calculated at 3% of the purchase price.

In light of the above, I give your client two options:

Option 1 – the Property is sold forthwith, and the following provisions shall apply:

- a. the Property shall be sold forthwith for the best price achievable;
- b. the parties to agree the estate agent within fourteen days. Your client to propose three options, I shall select one of the three proposed, the joint letter of instructions to be prepared by your client and agreed with me;
- c. the parties to agree the workman to undertake remedial work to ensure the Property is saleable within fourteen days. I shall propose three options together with their quotes and your client to select one of the three proposed – the scheme of the works to be set out by prior written agreement between the parties;

- d. I shall maintain the Property to a viewable standard and to agree not to stymie the sale;
- e. the parties to continue to discharge the monthly mortgage repayments and household bills equally;
- f. the parties to agree the conveyancing solicitor within fourteen days. I shall propose three options together with their quotes and your client to select one of the three proposed;
- g. the gross proceeds of sale shall be applied in the following order:
 - i. to discharge the Mortgage;
 - ii. in payment of any early redemption or redemption administration charges in relation to the Mortgage;
 - iii. in payments of the solicitors' conveyancing costs and disbursements in connection with the sale;
 - iv. in payment of the estate agent's charges;
 - v. in payment to your client for any redecoration/renovation or other costs that your client incurs in order to prepare the Property for sale that are unmatched by me;
 - vi. in payment of the balance as to 50% to me (plus 50% of any early redemption or redemption administration charged in relation to the Mortgage) and 50% to your client (minus 50% of any early redemption or redemption administration charged in relation to the Mortgage);
- h. upon compliance by the parties with paragraphs a – g above, the parties claims under section 14 of the Trust of Land & Appointment of Trustees Act 1996 shall be dismissed relating to the Property and in respect of any other property, chattels or liabilities owned by either party in any jurisdiction; and
- i. no order for costs.

With this option, I propose that should your client want the Property to be sold forthwith rather than waiting for the Mortgage fixed-term agreement to come to an end on 31 March 2026, he shall be solely responsible for any early redemption or redemption administration charges.

Option 2 – the Property is sold once the Mortgage fixed-term agreement comes to an end, and the following provisions shall apply:

- a. the Property shall be sold immediately after the Mortgage fixed-term agreement comes to an end on 31 March 2026 for the best price achievable;

- b. the parties to agree the estate agent six months prior. Your client to propose three options, I shall select one of the three proposed, the joint letter of instructions to be prepared by your client and agreed with me;
- c. the parties to agree the workman to undertake remedial work to ensure the Property is saleable within fourteen days. I shall propose three options together with their quotes and your client to select one of the three proposed – the scheme of the works to be set out by prior written agreement between the parties;
- d. I shall maintain the Property to a viewable standard and to agree not to stymie the sale;
- e. the parties to continue to discharge the monthly mortgage repayments and household bills equally;
- f. the parties to agree the conveyancing solicitor six months prior. I shall propose three options together with their quotes and your client to select one of the three proposed;
- g. the gross proceeds of sale shall be applied in the following order:
 - i. to discharge the Mortgage;
 - ii. in payments of the solicitors' conveyancing costs and disbursements in connection with the sale;
 - iii. in payment of the estate agent's charges;
 - iv. in payment to your client for any redecoration/renovation or other costs that your client incurs in order to prepare the Property for sale that are unmatched by me;
 - v. in payment of the balance as to 50% to me and 50% to your client;
- h. upon compliance by the parties with paragraphs a – g above, the parties claims under section 14 of the Trust of Land & Appointment of Trustees Act 1996 shall be dismissed relating to the Property and in respect of any other property, chattels or liabilities owned by either party in any jurisdiction; and
- i. no order for costs.

With both options, each party will retain the home contents currently in their possession but excluding the couch which shall be returned to your client upon sale of the Property. All the rest of the chattels/furniture was paid for by me and shall therefore be retained by me. Further, given my current and ongoing financial position, I do not envision being

able to make any upfront payments with respect to any redecoration/renovations or other costs associated with preparing the Property for sale. For avoidance of doubt and sake of transparency, your client will need to cover all upfront costs, and he will then be reimbursed accordingly upon sale of the Property.

If either option is agreed by your client, an initial draft deed of separation shall be drawn up by you recording the terms of settlement herein for my consideration so as to be binding on the parties and your client's application pursuant to section 14 of the Trust of Land and the Appointment of Trustees Act 1996 shall be withdrawn forthwith.

Action required

I invite your client to accept either of the above proposals within 21 days of the date of this letter. Please note this offer is open for acceptance for a period of 21 days from the date hereof and shall lapse at 4pm on 11 March 2025 after which it will be withdrawn.

However, I reserve the right to bring the contents of this letter to the attention of the court on the question of costs.

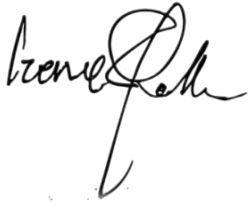
The above proposals enable the parties to reach an agreement imminently and avoids lengthy, costly and stressful litigation. However, if for any reason the above is not agreed, in line with PDPAC, I am prepared to consider alternative dispute resolution but only those appropriate for domestic abuse victims, for example, shuttle mediation, to enable us to conclude matters. As above, I had no choice but to deconstruct my former solicitors because I simply do not have the funds for continued representation, and I am aware that alternative dispute resolution is a more cost-effective way of resolving matters if we are unable to reach an agreement via yourselves.

I understand that your client's bail conditions have been amended recently prohibiting him from contacting me directly or indirectly. However, please note that I have spoken to the detective in charge, Mr Jonty Proudfoot, and he has consented to sending and receiving correspondence on my behalf in matters relating to the Property. Mr Proudfoot's email address is Jonty.Proudfoot@met.police.uk and I would be grateful if you could please send your response to this letter to him directly. For avoidance of doubt, please do not send more than one response to this letter to Mr Proudfoot as it is not necessary nor is it appropriate in the circumstances I have mentioned above.

I kindly ask that before drafting your response that you remain conscious of your tone throughout as your previous correspondence has caused me much emotional suffering and in turn has had an adverse effect on the effectiveness of negotiations and I am keen to resolve matters promptly and outside of court.

I look forward to receiving your response.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Irene Spalletti'. The signature is fluid and cursive, with a large, stylized 'I' at the beginning and a long, sweeping underline.

Irene Spalletti