

Position Statement *of the* Defendant
Miss Irene Sara Spalletti

Case ref: M00ED350
Dated: 03/06/2025

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

Statement *of the* Defendant

*Filed in response to the Claimant's 1st Statement
in the TOLATA proceedings*

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

Name of court	Claim no.
Fee account no. (if applicable)	Help with Fees – Ref. no. (if applicable)
	H W F – <input type="text"/> <input type="text"/> <input type="text"/> – <input type="text"/> <input type="text"/> <input type="text"/>
Warrant no. (if applicable)	
Claimant's name (including ref.)	
Defendant's name (including ref.)	
Date	

1. What is your name or, if you are a legal representative, the name of your firm?

2. Are you a ☐ Claimant ☐ Defendant ☐ Legal Representative
☐ Other (please specify)

If you are a legal representative whom do you represent?

3. What order are you asking the court to make and why?

4. Have you attached a draft of the order you are applying for? ☐ Yes ☐ No

5. How do you want to have this application dealt with? ☐ at a hearing ☐ without a hearing
☐ at a remote hearing

6. How long do you think the hearing will last? Hours Minutes
 Is this time estimate agreed by all parties? ☐ Yes ☐ No

7. Give details of any fixed trial date or period

8. What level of Judge does your hearing need?

9. Who should be served with this application?

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

- ☒ the attached witness statement
- ☐ the statement of case
- ☒ the evidence set out in the box below

If necessary, please continue on a separate sheet.

I am the Defendant in this matter and make this application as a litigant in person.

I respectfully request that the hearing listed for 4 June 2025 be adjourned and that the matter be removed from the Part 8 procedure. I submit that the application is premature, procedurally inappropriate, and disproportionate given the facts and ongoing circumstances.

On 19 February 2025, I agreed to place the property on the market within two weeks — in accordance with the Claimant's request — conditional only upon him covering the mortgage redemption fee. Despite my agreement to all other terms, the Claimant refused. I remain willing to proceed with the sale, but it is unreasonable for him to expect agreement to a forced sale while refusing to share basic costs.

The Claimant claims to have incurred over £20,000 in legal fees in family proceedings, likely more in civil, yet he refuses to contribute an estimated £3,500 redemption fee that would allow immediate sale. Instead, he has launched this costly civil application — a misuse of court resources and an undue burden on me as a litigant in person.

I submitted my Acknowledgment of Service on 28 February 2025. My solicitor ceased acting on 10 April 2025, leaving me to prepare my defence alone, amid hundreds of pages of disputed material and financial inconsistencies. This case raises complex and contested facts and is unsuitable for the Part 8 procedure.

I have also submitted a formal complaint to the Solicitors Regulation Authority (SRA), which is currently under active review, regarding the Claimant's former solicitor, who I believe acted in breach of professional protocols and placed undue pressure on me prior to any legal instruction. Preparing the supporting file has required substantial time and effort, further strained my time, resources, and emotional resilience and impacting my ability to focus on this defence while unrepresented.

No genuine attempt at mediation has been made, and my request for hearing transcripts — necessary for a proper defence — was rejected. I am actively seeking assistance through legal charities or advocacy services, but need time to do so.

The judge granted me a Non-Molestation Order which includes sole occupation of the property until 25 October 2025, with a requirement that both parties continue to equally share all property-related expenses. This order was intended to provide me with stability and the opportunity to regain employment. Despite this, my life has been entirely consumed by defending myself against ongoing pressure and legal tactics from the Applicant and his former solicitor, leaving me unable to focus on rebuilding my life as the court intended.

I respectfully request that the court:

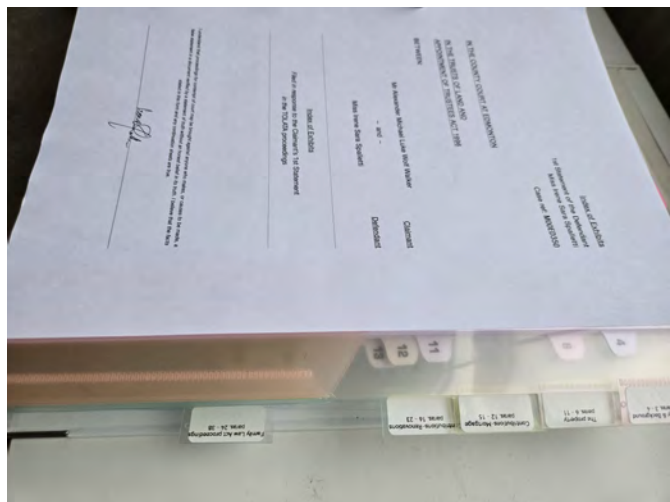
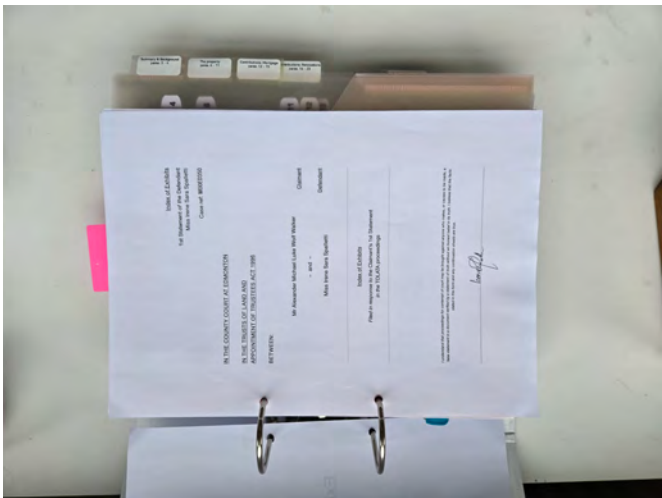
- I do not believe this should proceed under Part 8 and would like to apply for the court to pause or convert the case so that it can be properly handled with full evidence and consideration.

- Allow me additional time to obtain legal support and properly present my defence as I have been unable to respond fully because of the complexity of the claims and misinformation in the claimant's case.

The emotional and procedural toll of responding to this application while simultaneously managing an SRA complaint has been severe. I believe the Claimant's conduct — and that of his former solicitor — has repeatedly misled the court, and I respectfully ask for the opportunity to have my defence reviewed before any further hearings proceed.

Due to the complexity of the issues raised and the extensive misinformation presented in the Claimant’s application—without supporting evidence—I have had to compile a comprehensive defence, which now spans three folders.

As a litigant in person, this has been a significant undertaking. I respectfully ask the court to take into account the scale of work involved, and to consider whether this matter is suitable for the Part 8 procedure. I also request that my defence be reviewed by a judge before any substantive hearing takes place, to ensure fairness and proper case management.





HM Courts &
Tribunals Service

Notice of change of solicitor

You should tick either box A or B as appropriate.
Complete details as necessary.

I (We) give notice that

A



my solicitor (give name and address below) has ceased to act for
me and I shall now be acting in person.

Name of solicitor

Sandra Joe-Ejim

Name of firm

Sternberg Reed LLP

Address

First line of address

River House

Second line of address

Stour Street

Town or city

Canterbury

County (optional)

Kent

Postcode

C	T	1		2	N	Z
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Name of court

FAMILY COURT AT EDMONTON

Case number

M00ED350

Name of applicant or serial no.

Alexander Michael Luke Wolf Walker

Respondent

Irene Sara Spalletti

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☐ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

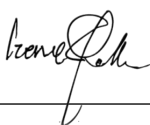
☐ No

Statement of Truth

I understand that proceedings for contempt of court may be brought against a person 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 section 10 (and any continuation sheets) are true.
- ☐ **The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

Signature



- ☐ Applicant
- ☐ Litigation friend (where applicant is a child or a Protected Party)
- ☐ Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day

Month

Year

Full name

Name of applicant's legal representative's firm

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

Applicant's address to which documents should be sent.

Building and street

Second line of address

Town or city

County (optional)

Postcode

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If applicable

Phone number

Fax phone number

DX number

Your Ref.

Email



Irene Spalletti <irene.spalletti@gmail.com>

Fwd: your email answer

1 message

SPALLETTI <adagio83400@gmail.com>
To: Irene Spalletti <irene.spalletti@gmail.com>

30 May 2025 at 11:08

----- Forwarded message -----

De : **Alex Walker** <amlwwalker@gmail.com>
Date: ven. 30 mai 2025, 09:55
Subject: Re: your email answer
To: SPALLETTI <adagio83400@gmail.com>

Hi Laura & Massimo,

Thanks for your response.

Unfortunately your understanding of the dispute is mistaken, I suspect Irene has only told you the part of the story she would like you to hear. If you would like to see the application to the courts she can provide you with it so that you can see the full reason we are going to court. I would just point out that we are now in June, I agreed not to return to the property since October and no work and no agreements have been made in that time to move forward in a constructive manner. As a result we are now here.

Irene was served court papers on February the 5th, so she has known about both the building works and the court case since then. If she had been cooperating she has had months where she could have demonstrated cooperation, by a) allowing the builders in and b) returning my belongings - both of which still have not happened. I note that she has refused to return the TV and the sofa, both of which I paid for and all my personal belongings that have been requested multiple times. Cooperation requires actions, not writing letters and then not acting on them. Again Irene can provide you with all the correspondence so you can make an informed opinion.

However, my email to you was not to do with why we are going to court, but was to do with asking you to oversee the works to relieve Irene of the stress. This is because if the court orders an immediate sale then we all lose money on the sale value of the property. I am sure you can understand why this is not the best outcome.

As I cannot oversee the works, I am asking for you to do so. To be clear, I have been dealing with both Paul and Brian to sort this out, and I have offered to cover the costs pending the sale, so in fact all Irene (or you) would have to do is choose a date and open the door for them.

In terms of how much work there is to do, Irene has stipulated Paul may have only one day in the property, and Brian only needs one day to fit the lights, so yes, the work can be completed well within the week.

This work should have been completed months ago (we are now in June nearly and the work started last June). Irene has had since September alone in the house when this could have been sorted. I am now asking you to oversee it so that we don't lose the sale value unnecessarily.

Once we go to court, the judge will make the final decision on what is to happen to the house. This is why it's important that we try and get the work done as soon as possible if we do not want to lose money on the property.

Please let me know if you agree to oversee the works so that we can make some constructive progress.

Alex.

On Thu, 29 May 2025 at 18:27, SPALLETTI <adagio83400@gmail.com> wrote:

Hello!

In response to your email of yesterday

Yes, I am aware of the legal proceedings around the house, though I don't understand why, as you both want the same thing. You will lose so much money on solicitors and on the judge ordering the

sale, so what is the point?

I think you should **stop** the hearing next week – it is not in a week that you will get the necessary work completed. You made the application claiming she was delaying the sale while she was not, rather she was fully cooperating with your new solicitor, Paul and Brian until she received the court paperwork.

She asked your solicitor multiple times to hold the hearing so she could focus on the renovations and you repeatedly refused. You haven't shown the same willingness of working with her, both by refusing mediation and by refusing to delay/cancel this pointless court application.

This is not correct Alex and you are not being fair. You cannot expect her to deal with her defence, everything else in her life, as well as the renovations. As you are asking me, I believe you should start cooperating **with** her, instead of forcing demands, and stop the legal proceedings completely.

I hope you will listen to my advice otherwise please don't contact me again as I see no purpose in it.

Regards,
Laura



Irene Spalletti <irene.spalletti@gmail.com>

Fwd: 92 Ollerton Road

3 messages

SPALLETTI <adagio83400@gmail.com>
To: Irene Spalletti <irene.spalletti@gmail.com>

28 May 2025 at 18:00

----- Forwarded message -----

De : **Alex Walker** <amlwwalker@gmail.com>
Date: mer. 28 mai 2025, 18:44
Subject: 92 Ollerton Road
To: Laura et Massimo <adagio83400@gmail.com>

Dear Laura and Massimo,

I hope you are doing well.

As I'm sure you are aware, due to a number of reasons, Irene and I are now going to court over 92 Ollerton Road.

The electrician and the builder need to attend the house to finish the works that were started, so that the house can be valued in its best state for sale. Initially, Irene agreed to allow access to the electrician and the builder. However, she has now changed her position and she won't allow the works to take place. Irene says she is too busy preparing for court to be able to allow access to the property for the building works. Though I understand this is a stressful time, I am not asking Irene to do anything significant. I have made it clear that I would cover the costs of the works pending the sale, and all Irene has to do is arrange a convenient date, and let the workers in.

So, I am reaching out to you. Given Irene is unwilling to, would it be possible for you to allow the workers access to the property and facilitate completion of the works? Both Brian (the electrician) and Paul (the builder) already know what they need to do and there is very little oversight required.

Unfortunately, if the work is not done by the hearing on 4 June 2025, it is likely that the property will be sold in its current state and both Irene and I will lose money unnecessarily on the value of the sale.

Thank you in advance.



DX 136686 EDMONTON 3

T 0300 123 5577

F _____

www.gov.uk

Your ref:

Irene Sara Spalletti
92 Ollerton Road
Arnos Grove
London
N11 2LA

11 February 2025

Dear Sir/Madam

Re: Case Number: M00ED350 Alexander Michael Luke Wolf Walker v Irene Sara Spalletti

Please see enclosed a copy of the claim form and acknowledgement of service to be completed by 28 February 2025.

Please note that from 26th of September 2022 this court will no longer take direct calls in relation to family or civil matters. Instead, you will need to dial 0300 123 5577, which will connect you to our contact centre in the HMCTS National Business Centres, where your call will be handled by a colleague from the customer contact team trained on the family or civil process. This is a change in practice and familiarity for you however, it enables this court to focus on delivery of frontline services and processing of administrative work. We ask that you support us to deliver this by using the contact centre for your queries.

Our call agents are trained on family or civil process and able to answer process questions or provide you with an update on your case but are unable to provide legal advice. A handoff procedure to relay queries to courts is in place, should your enquiry or call need to be dealt with by the court. The contact centre is open 8.30AM to 5PM, Monday to Friday, except Bank holidays and takes calls for 34 courts across the country.

Yours sincerely,

Mr. M Alam
Back Office Section
Edmonton County Court



Claim Form (CPR Part 8)

In the COUNTY COURT SITTING AT EDMONTON

Claim no.

M00ED350

Fee Account no.

PBA0084440

Help with Fees -
Ref no. (if appli-
cable)

H W F -

Claimant

ALEXANDER MICHAEL LUKE WOLF WALKER
205 QUERMERFORD
CALNE, WILTSHIRE
SN11 8JY
TELEPHONE: 07725 698210
EMAIL: AMLWWALKER@GMAIL.COM



Defendant(s)

IRENE SARA SPALLETTI
92 OLLERTON ROAD,
ARNOS GROVE,
LONDON
N11 2LA

EMAIL: IRENE.SPALLETTI@GMAIL.COM

Does your claim include any issues under the Human Rights Act 1998? ☐ Yes ☒ No

Details of claim (see also overleaf)

The Claimant seeks the following:

- An order for sale, pursuant to s14(2)(a) of the Trusts of Land and Appointment of Trustees Act 1996 ('the Act') in respect of 92 Ollerton Road, Arnos Grove, London N11 2LA registered in the parties' joint names at the Land Registry with title number MX46610 ('the property'). Such order to be by an agreed date and, in default, immediate.
- Such builders/contractors as may be agreed in writing to undertake any necessary remedial/renovation works forthwith to ensure the property is saleable with such works to be only undertaken with prior written agreement. No works to be undertaken without prior written consent and in so far as any costs are incurred by one party unilaterally, the other party shall not be liable for those costs.
- Pending sale, the parties each continue to pay 50% of the mortgage repayments (including interest) each month. In default, a full account shall be taken from their respective shares in the net proceeds of sale.
- All necessary and consequential accounts including occupation rent, equitable accounting for mortgage repayments and reimbursement for remedial/renovation works.
- The net proceeds of sale, after redemption of the mortgage, estate agent fees and conveyancing solicitor costs/disbursements, to be divided in accordance with the parties equal beneficial interests after all necessary and consequential accounts (as above).
- The Claimant's costs of and relating to this claim.
- Such further or other orders as may be just.

Defendant's
name and
address

IRENE SARA SPALLETTI
92 OLLERTON ROAD,
ARNOS GROVE,
LONDON
N11 2LA

	£
Court fee	365
Legal representative's costs	
Issue date	06 FEB 2025

For further details of the courts www.gov.uk/find-court-tribunal.

When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Claim no.	
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Details of claim (continued)

The Claimant respectfully asks the court to arrange for court service of the sealed application on the Defendant, given that the Claimant's bail conditions (as they stand) prevent him from affecting service himself or through solicitors because of the Claimant's refusal to nominate a third party with whom the Claimant can communicate.

C/O: SARAH WALKER
HUGHES FOWLER CARRUTHERS
ACADEMY COURT, 94 CHANCERY LANE
LONDON, WC2A 1DT

TEL: 0207 4218383
EMAIL: S.WALKER@HFCLAW.COM

Claimant's or claimant's legal representative's address to which documents should be sent if different from overleaf. If you are prepared to accept service by DX, fax or e-mail, please add details.

Acknowledgment of Service (Part 8 claim)

You should read the 'notes for defendant' attached to the claim form which will tell you how to complete this form, and when and where to send it.

In the COUNTY COURT SITTING AT EDMONTON	
Claim No.	M00ED350
Claimant (including ref)	Alexander Michael Luke Wolf Walker
Defendant	Irene Sara Spalletti

Tick and complete sections A - E as appropriate.
In all cases you must complete sections F and G

Section A

☐ I **do not** intend to contest this claim

Give details of any order, direction, etc. you are seeking from the court.

Section B

☒ I intend to contest this claim

- I do not agree to the order for sale under TOLATA (Trust of Land and Appointment of Trustees Act 1996) as requested by the claimant.
- The Family Law Act proceedings have already resulted in court orders related to the property, which must be considered before any further action is taken.
- I only agreed to remain in the property on the basis that mortgage costs and bills were shared equally, which was confirmed by two separate judges in previous orders.
- Despite this, the claimant down payments towards the property have exceeded £5,000.
- The claimant is acting unreasonably by forcing this claim despite previous agreements and court orders already in place.
- The claimant ignored correspondence from my former solicitors and proceeded to make a court application unnecessarily and unreasonably.
- I was registered as at risk of homelessness with Enfield Council until the judge's order. Forcing a sale would put me in an even more vulnerable position.
- The property has lost value since purchase, and a forced sale at a loss is not in the interests of either party. This contradicts financial fairness and requires proper assessment.

Section C

☐ I intend to dispute the court's jurisdiction
(Please note, any application must be filed within 14 days of the date on which you file this acknowledgment of service)

The court office at

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.
N210 Acknowledgment of Service (CPR Part 8) (3.01)

Printed on behalf of The Court Service

Section D

☒ I object to the claimant issuing under this procedure

- This claim involves substantial disputes of fact, particularly regarding financial arrangements and prior agreements, which should not be handled under the streamlined Part 8 procedure.
- The property's loss in value requires a full financial assessment, which cannot be done under the simplified Part 8 process.
- This claim also involves serious allegations of domestic abuse and coercion, which require proper judicial examination. A MEREC referral has been made today by a domestic abuse charity due to the claimant's ongoing actions.
- 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 used only as a last resort. The claimant's approach disregards this fundamental principle.
- The police, local council, court, and domestic abuse charities are actively involved, reinforcing that this matter requires a full fact-finding hearing rather than the streamlined Part 8 process. A thorough review is needed to assess financial contributions, the impact of the non-molestation order and bail conditions, and whether the claimant's conduct constitutes an abuse of process.
- Unprofessional tactics have been used in an attempt to intimidate me and gain an unfair advantage, disregarding the claimant's history of abuse and the current bail conditions and non-molestation order in place for my protection. This is a clear breach of Paragraph 4 (Proportionality) of the PDPAC.

Section E

☒ I intend to rely on written evidence

My written evidence:

☒ is filed with this form

☒ will be filed within 14 days as agreed with the other party(ies). A copy of the written agreement is attached to this form

Section F

Full name of defendant filing
this acknowledgment

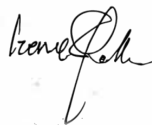
Irene Sara Spalletti

Section G

Signed

(To be signed by
you or by your
solicitor or
litigation friend)

*(I believe)(The defendant believes) that the facts stated in
this form are true. *I am duly authorised by the defendant
to sign this statement



*delete as appropriate

Position or office held

(if signing on
behalf of firm
or company)

Date

28.02.2025

Give an
address to
which notices
about this case
can be sent to
you

92 Ollerton Road

Postcode N11 2LA

Tel. no. 07412 604 767

if applicable

Ref. no.

fax no.

DX no.

e-mail

irene.spalletti@gmail.com

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 loop at the end of the last name.

Irene Spalletti

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2 Welcome to Ellis & Co

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4 Transparency of service

5 Your local team of property experts

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8 Picture perfect

9 360° virtual tours and property videos

10 Always here for you

11 We set high standards

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EST. 1850

Dear Ms Spalletti,

Thank you once again for allowing me the opportunity of visiting your property.

I confirm in my opinion that the property's current market value is in the region of £800,000 and £820,000. However, with the works outstanding the property would be worth in the region of £875,000- £900,000

Whilst writing, I confirm that we are currently offering a sole agency commission rate of 1% plus VAT. We work on results - therefore if we do not find you a buyer, 'No Sale, No Fee' will apply.

Please contact us on 020 8881 5288 to confirm that you wish to proceed, or if you have any further questions.

Yours sincerely,

Mark Cruttwell

Instruct
us first!
Click here

Miss Irene Spalleti
92 Ollerton Road,
London
N11 2LA

9th January 2025

Dear Miss Spalleti,

Re: 92 Ollerton Road, London, N11 2LA

Thank you for inviting us to look at your property. It was a pleasure to meet you and we really appreciate the opportunity to discuss with you the best form of marketing of your home.

We would be delighted to assist you in selling your property and with a large number of willing and able buyers we would aim to secure a sale on your home in the shortest timescale possible at the best possible price. Marketing is vital in any selling process at Oyster Properties we take great pride in our bespoke marketing for all properties.

There are a number of factors to consider that will affect the value and this is based upon comparable properties sold or available for sale in the area, location, specific characteristics of your property as well as current market conditions.

Taking all of these factors into careful consideration, my professional opinion is that the correct value is in the region of £800,000 - £850,000. The property currently requires painting and decorating throughout, new flooring on the staircases and bedrooms, and securing of the electrical wiring on the ground floor and staircase area.

Should the above works be carried out and the property's presentation is improved, we would recommend marketing the property for the initial asking price of 'Offers Over' £850,000.

Our fee is based on a Sole Agency Agreement at a special rate of 1.25% + VAT of the actual sale price of your property. Oyster Properties will only expect any fees when we introduce a buyer to your property which goes through to completion. All of the marketing materials such as Energy Performance Certificate, floor plan, photographs and video of the property are included in this fee on a Sole Agency Agreement basis.

Once we have received instructions, we will commence marketing of your property to suitable pre-qualified buyers on our mailing list. The property will also appear on our website as well as all the leading internet portals including Rightmove, Zoopla, Primelocation and On the Market.

Should you have any further questions, please do not hesitate to contact us.

Yours sincerely,

Irina Valeva BA, MSc
Sales Director

Head Office | 845 Honeypot Lane | Stanmore HA7 1AR
T. 0208 951 5558 | stanmore@oysterproperties.co.uk

Arnos Grove | 329 Bowes Road | London N11 1BA
T. 0208 368 5886 | arnosgrove@oysterproperties.co.uk



Ms I Spalletti
92 Ollerton Road
Bounds Green
London
N11 2LA

Our ref: VAL01/2303677

7th January 2025

Dear Ms Spalletti

92 Ollerton Road, Bounds Green, London, N11 2LA

Thank you for the opportunity to provide a valuation for your property.

Suggested asking price

Taking into account your timescale, current market conditions and sales of comparable properties in your local area, I recommend an initial asking price of £800,000 for the property in its current state and £900,000 if works have been carried out.

Please note, this figure is for marketing purposes only and I have not carried out a survey of the property's structure.

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London. Property. We get it.

Please could you send me a copy of what's been filed to the court on my behalf?

The information sent was never shared with me

Please let me about the reasonable adjustments.

Many thanks,

Irene

[Yahoo Mail: Search, organise, conquer](#)

On Fri, 30 May 2025 at 10:56, Chiara Longo

<chiaralongo@edwardsfamilylaw.co.uk> wrote:

Dear Irene,

Please see enclosed draft index to the bundle for use at the case management hearing on 4 June 2025.

Please let me know if you have any proposed amendments, and I shall consider the same. Please do come back to me with your proposed amendments **by 2pm today**. Should I not hear from you by then, the bundle will be filed in its current form.

Kind regards,
Chiara



RE_ Walker v Spalletti Case No_ M00ED350 (SPAL13_2) [HFC-HFC.FID176697].msg
521.5kB



11. Acknowledgment of Service - 13.03.2025.pdf
43.6kB



M00ED350 Bundle for Case Management Hearing on 4 June 2025.pdf
19.1MB

Mrs Chiara Longo
Edwards Family Law
5 Southampton Place
London
WC1A 2DA

Your Ref: WAL/2579/00001

23 May 2025

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Ms Longo,

Re: 92 Ollerton Road, London, N11 2LA

I write further to your recent correspondence regarding the status of the above property and your client's ongoing legal actions.

1. Efforts to Progress Renovation Works

I wish to reiterate that I have made consistent and proactive efforts to progress the necessary renovation works since 25 October 2024, and again following the grant of the Non-Molestation Order on 11 December 2024. This has been despite the considerable emotional toll of reliving traumatic experiences in seeking protective orders against your client's ongoing abusive conduct.

Nonetheless, I undertook research into local contractors, obtained quotations, and began organising the essential works required to prepare the property for sale. These actions clearly contradict your client's unfounded suggestion that I have intentionally delayed the sale.

As outlined in my without prejudice letter to Ms Walker dated 4 April, and in response to the following statement from his former solicitor:

"Since your relationship with my client came to an end in the summer of last year, my client's primary focus has simply been to finalise the works that need to be carried out so the house can be readied for sale to enable you and my client to each go your separate ways."

To summarise:

- My initial statement (25 October 2024, Exhibits 060–066, pp. 03–17) included a breakdown of the required works and builders' quotes.
- No engagement was received from your client or your firm until 10 March 2025—almost five months later.
- I wrote to Mr Jones on 11 December 2024 seeking clarity on your client's intentions, stating that urgent works amounting to approximately £10,000 were required.
- On 13 December, instead of replying, his former solicitors threatened a TOLATA application unless I agreed to market the house within 14 days—an ultimatum carried out four weeks later. This was premature and counterproductive, given the house was unfit for sale (photos were provided to your client's former solicitors on 25 October 2024).

It is disingenuous to suggest I have caused the delay. On the contrary, I have made consistent efforts to move matters forward, and your client's failure to engage constructively has significantly impeded progress.

Had your client acted in good faith, the works would likely be completed, and the property ready for sale. Rather than pursuing repeated and unreasonable claims for compensation, efforts should have focused on the essential works.

2. Source of Delay: Your Client's Conduct

The primary cause of delay stems from your client's repeated and baseless demands for compensation, including:

- A fabricated claim of £118,000 in "losses" related to an early sale,
- Reimbursement for furniture he has no legal entitlement to,
- An unsubstantiated £20,000 in alleged expenses, unsupported by evidence,
- Costs for unauthorised work, which professional assessment confirms added no value
- A coercive and legally unsound "buy-out" proposal, based on an inflated house valuation of £903,000 sourced from the internet—a proposal that had already been formally refused in writing in July 2024.
- A demand for £213,020 payable by 31 January 2025—an impossible sum given my only income is £393/month in Universal Credit, and I am financially vulnerable due to his conduct.

His buy-out offer (5 November 2024) was patently unworkable. He knew I could not raise funds or assume the mortgage, particularly after his financial control and refusal to reimburse furniture and appliance expenses I covered personally.

It is especially troubling that just 17 days after the court granted me 12 months' sole occupancy (with a power of arrest), he issued a letter before action demanding the property be marketed within two weeks—contravening the court order.

Further, his failure to engage in Alternative Dispute Resolution (ADR) or mediation—required by the Pre-Action Protocol—prior to issuing the TOLATA application (only 13 days after I instructed legal counsel), reflects procedural unfairness. This litigation, launched during a period of acute hardship, has only exacerbated the harm caused to me and ignored best practice for cases involving domestic abuse victims.

Moreover, the threat that I would be liable for all legal costs unless I complied with his timeline was inappropriate and unlawful.

The decision to pursue proceedings rather than support the necessary building works has obstructed—rather than progressed—resolution.

3. Issue of Costs

On the matter of costs, this must be addressed seriously. I chose not to engage in family law proceedings further in order to obtain a full occupation order, as the judge ordered I remain in the home with no cost liability to your client and granted a power of arrest. This was reaffirmed at the second hearing on 5 February.

It is unreasonable to expect me to fund or cover his share of property costs while a protective court order remains in place due to his conduct.

Your client must now provide a full and honest account of the agreements made at both hearings. Failure to do so risks further costs—including transcript fees and reputational implications. His former solicitor's misrepresentations have already caused considerable delays and wasted resources across the court, SRA, and CPS.

4. Your Client's Conduct

It is particularly concerning that your client continues to present himself as the victim despite court orders, ongoing police investigations (since September 2024), and 121 exhibits (including 35 audio files) evidencing abuse. His ongoing denial and misrepresentations show a lack of sincerity, honesty and integrity in resolving this matter.

Additionally, the decision to invest over £30,000 in legal fees to recover property-related expenses of around £300 per month reflects a lack of proportionality and sound judgment. His refusal to cover the mortgage redemption fees—which arose solely due to his own decision to break the mortgage contract prematurely—further highlights his unwillingness to resolve the situation pragmatically.

5. Current Approach

Since you have taken over conduct, I was under the impression we were making progress and working cooperatively for the current moment. However, your recent email gives me serious concern that we are now reverting to an adversarial and unproductive stance.

I must stress again that I cannot simultaneously manage litigation and oversee renovations. If your client genuinely seeks progress on the works, the logical course would be to delay or ideally withdraw the current application. It is not feasible to expect meaningful progress under the burden of simultaneous litigation, particularly while I am also having to navigate multiple intersecting processes—including the ongoing police investigation, CPS involvement, and the workload already imposed on the SRA investigation—each of which has arisen due to your client's own actions.

Conclusion

As your client continues to misuse legal proceedings in a manner that appears controlling and retaliatory, and refuses to withdraw an application which has no merit and is made in full knowledge of my vulnerable status, I reserve the right to pursue a counterclaim. This may include claims for harassment, discrimination, personal injury, victimisation, and aggravated damages. These proceedings will likely delay any renovation works further, pending the outcome of the next hearing. Furthermore, your client's ongoing conduct may be relevant to other proceedings currently under investigation.

Until your client withdraws his unmeritorious claim, progress on the renovation works must be put on hold. It is not feasible—nor fair—for me to simultaneously organise construction and defend myself against aggressive litigation tactics that serve no purpose but to inflict distress.

If your client truly wishes to resolve this matter:

- He should withdraw the current application,
- Engage in ADR or settlement discussions, and
- Provide a full and honest account of previous hearings—including any misstatements made by his previous solicitor.

Failure to do so will result in continued delay, increased costs, and reputational harm. I remain open to resolution—but not at the cost of my safety, wellbeing, or fundamental rights.

Best regards,
Irene Spalletti

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

Your Ref: BJ.SW.bs.WAL023

04 April 2025

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Ms Walker

Re: 92 Ollerton Road, London, N11 2LA

I apologise for the delay. I had instructed my solicitor over two weeks ago; however, she only informed me today that she would not be taking my case. Going forward, I request that all communication from you be limited to one response per letter sent from me, and that it be directed to this email address: property_92@yahoo.com.

Ms. Walker, I had previously requested in December that you fact-check your statements before making certain accusations, and I would appreciate it if you could begin doing so.

"There is much in your letter that my client does not agree with, but my client will not run up unnecessary costs responding to every point. Where he has not addressed something in your letter that should not be taken as acceptance by him of a particular point. It is, however, important to him to respond to your accusation that he has attempted to "exert undue pressure" on you by proposing that you buy him out of his share of the house. This is simply not correct; my client made this proposal because he thought you might like to stay in the house, and he thought your parents may have been able to assist you financially (as they have done in the past) to achieve this. This was absolutely not an attempt by him to "secure an advantage by intimidating" you as you state and was in fact intended to be conciliatory. In any event my client only proposed this after you repeatedly failed to engage with him about selling the property and because your mother had suggested to him that you would like to stay in the house."

Your client's proposal that I buy him out was not only absurd but had already been rejected as early as July 2024.

- i. Your client was fully aware that my financial situation does not allow me to buy him out, nor would I be able to take over the mortgage on an income of £400 per month in Universal Credit payments.
- ii. The proposed overinflated house valuation of £903,000, sourced from the internet without formal valuation, is wholly inconsistent with paragraph 4 (Proportionality) of the Practice Direction on Pre-Action Conduct and Protocols (PDPAC).
- iii. Your client's additional demand for £15,000 in compensation. Given that your client is currently facing criminal allegations for domestic abuse, coercive control, financial abuse, and harassment, it is entirely unreasonable for him to claim additional financial compensation

This offer was never a viable option, and your client's insistence on reintroducing it is both coercive and an attempt to exert undue pressure on me. This has already been explained in the [WP Letter, 19 February 2025, \(p.03\)](#).

Your client's demand that "All furniture and chattels must be divided equally by value" despite having no claim to any of the furniture, as well as compensation requests in relation to assets that do not

belong to him confirms that your client's original demand was nothing more than an attempt to inflate his financial claim and exert further pressure on me as he initially insisted that the entire contents of the 133-square-meter, three-story house be divided equally. Your client's own recent Schedule of Chattels, contradicts this, proving that he was never entitled to claim compensation for the furniture as he owns none, as documented in my [1st statement_Exhibits 040-059, 25 October 2024, \(p.60\)](#). Your client's own statements and actions unequivocally demonstrate he never genuinely intended to build a home or a future together in this property and that his primary motivation was financial gain, not the establishment of a shared household.

"Since your relationship with my client came to an end in the summer of last year, my client's primary focus has simply been to finalise the works that need to be carried out so the house can be readied for sale to enable you and my client to each go your separate ways."

- i. My [1st statement_Exhibits 060-066, 25 October 2024, \(pp.03-17\)](#), included a detailed breakdown of essential works to prepare the property for sale, as multiple builder's quotes.
- ii. Since then, neither your client nor your firm has engaged in any discussions regarding the renovations until now, 10 March 2025—nearly five months later
- iii. On 11 December 2024, I contacted Mr. Jones to seek clarification on Mr. Walker's intentions regarding these necessary works clearly demonstrating my eagerness to proceed.

"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 bathroom renovations, top floor and window replacement - all quotes for these jobs are in my last exhibit folder." – sent on 11 December 2024 15:39.

- iv. On 13 December, instead of responding constructively, your firm ignored the renovation issue entirely and, rather than engaging with the matter, proceeded with a TOLATA application — a move that was both premature and unreasonable, as the property could not have been marketed for sale in its then-current condition as mentioned in my [1st statement, 25 October 2024, \(p.43\)](#).
- v. It is therefore entirely disingenuous for you to attempt to place blame on me for delays caused solely by your client's failure to act. The inaction from your side has been the primary cause of delay, and the failure to engage with necessary renovation discussions has obstructed the sale process rather than facilitated it. I was actively attempting to prepare the property for sale, including getting quotes for the building work and getting valuations from various estate agents. This further calls into question whether your client's primary intention was ever to sell the property in a fair and reasonable manner, or whether his application was strategically designed to exert financial pressure and harassment upon me.
- vi. Had your client responded in good faith at the time, the essential works would now be completed, and the property could be ready for sale.
- vii. Rather than continually requesting compensation for your client, we must urgently address the building works in order to proceed with the sale of the property. It is now April and, regrettably, no progress has been made.

Despite repeatedly accusing me of being financially motivated, the reality is this. The only financial reimbursement I have requested is £900, solely related to the costs of printing 400 pages of documented abuse I have endured. Meanwhile, your client has made excessive and baseless financial demands exceeding £150,000, which include:

- Over-inflating the property value
- Threats of legal fees
- Unjustified demands for compensation
- Attempts to force an early sale under unfavorable conditions.

Your client's actions reflect a clear pattern of financial coercion, designed to pressure me into accepting an unfair settlement.

"The unnecessary and misconceived applications made by you under the Family Law Act have been an unwelcome and expensive distraction from this, and it is clear to my client that your applications were entirely motivated by your desire to block the sale of the house."

- i. My application for a Family Law Act order was made following your client's arrest, and the police's decision to prosecute him. You may refer to the application as unnecessary because your client lost the case, but the application was never about the property—it was about my safety. The court granted the orders based on the clear risk of harm I faced, and it was not about financial or property disputes. Your lack of ethics is deeply concerning. If you are claiming that a victim of domestic abuse making an application to the court for a protective order is unnecessary, it becomes increasingly difficult for me to find a resolution with you.
- ii. The court specifically granted me permission to remain in the property until 25 October 2025, alone, acknowledging the abuse I have suffered. As part of that ruling, the court ordered that your client remains responsible for covering half of the property-related costs, including the mortgage and bills.
- iii. We are in the process of obtaining the court hearing transcripts. Both your barrister and your client, who were present at both hearings, are fully aware of the court's findings and the consequences. It is in your best interest to stop refusing to pay these bills, as two judges have clearly ruled otherwise.
- iv. Non-molestation and occupation orders are most typically handled without legal representation. The decision for your client to be represented by a barrister @ £550/hr was entirely your firm's choice, and I bear no responsibility for the legal costs arising from that decision.
- v. At the second hearing on 5 February, the judge did not dismiss my application based on merit, but rather due to legal technicalities, such as procedural limitations in the family court. I could not have known about these limitations, as I was not legally represented. However, your client's representative was fully aware of this and of the fact that his client didn't need a barrister for this court hearing.
- vi. Additionally, I am pleased that the court approved only a reimbursement of £1,625 against your client's claim of £7,386, as the judge's ruling clearly demonstrates that the inflated costs claimed were unsubstantiated.

"The Property needs to be sold, he is disappointed that it has taken you so long to respond, which resulted in him incurring the costs of preparing his TOLATA application. My client has never wanted to go to court. It is in fact you who has instigated the two hearings in November 2024 and February 2025."

I am finding it increasingly difficult to communicate with you, as it seems that the substance of my letters is being ignored. I understand that you may find it challenging to fully comprehend my situation and this case altogether as you apparently specialise in high value corporate law. Despite the challenges, I made every effort to respond within your deadlines. However, I have not received any

meaningful response, and my solicitor's communication has been disregarded.

"My client had no choice but to prepare his TOLATA application in time for service to you at the hearing on 5 February 2025, given your unreasonable refusal to nominate a third party with whom I could communicate with and affect service."

Please refrain from providing misleading statements. On 23 January 2025, you indicated that you were in the process of submitting the TOLATA application. The change in the bail conditions, which prohibited any direct or indirect contact, was not implemented until February 3rd. These changes in bail conditions were only put in place because you decided mediation was no longer an option. The alteration was made for safeguarding purposes, a factor that seems to be alien to you in this case.

"You will therefore need to make a contribution towards the costs he has incurred in relation to this. My client would, of course, be entitled to seek all of his costs from you (which currently total circa £7,500), but in order to be constructive and pragmatic he is not pursuing the full costs of these from you, although he reserves the right to do so should matters proceed to court. You should note that my client is also entitled to seek occupation rent following his exclusion from the property since 2 September 2024"

- i. The two offers your client has made are entirely unreasonable, and I have dismissed them outright. My solicitor's attempts to communicate have been completely disregarded, and your actions have been in direct violation of settlement and Alternative Dispute Resolution (ADR) pre-action conduct and protocols.
- ii. You are entirely responsible for covering the costs associated with the TOLATA application. I will not be contributing in any way to those costs, I do not accept liability for the legal fees you are claiming, especially considering the failure to adhere to the required pre-action protocols.
- iii. In line with the Pre-Action Protocol for Domestic Abuse Cases, I reserve the right to pursue alternative dispute resolution methods, such as shuttle mediation, which is more appropriate given the nature of this case and my status as a domestic abuse victim.
- iv. I would like to remind you that I can remain in the property, on my own, until October 25th, as per the court order and that your client's demand for occupation rent is entirely invalid. I have only agreed to remain in the property under the specific conditions set by the judge, which clearly state that I am not required to pay more than half of the mortgage and half of the bills. Given this, any demand for occupation rent is not in line with the court's orders.

"Following the numbering of "Option 1" of your proposal, my client's response is as follows"

It is truly surprising that your client has chosen to reject my reasonable offer, especially considering that he is not in a position of greater leverage in this matter. In accordance with the judge's ruling. It is time your client begins to hold himself accountable for this situation and acts accordingly.

Option 1 is only valid if your client agrees to cover the early redemption fee in full. As it is your client who wishes to terminate the contract, he is therefore liable for all costs associated with its early termination.

- a. I will not agree to sell the property for less than the amount I have invested. I will not incur a financial loss as a result of being a victim of domestic abuse perpetrated by your client. If your client insists on selling the property below its investment value due to his own urgency—despite being the reason the property had to be put on the market in the first place—he must cover the shortfall to ensure I do not suffer a loss.
- b. Your client is not entitled to unilaterally propose three options in this matter. I would appreciate a valid explanation as to why your client continues to insist on controlling both the estate agents and the builders. I must reiterate that, as a victim of domestic abuse with

protective orders in place, I reserve the right—on safeguarding grounds—to deny access to any individual sent by your client to this property.

- c. This matter has already been addressed and agreed upon by the judge, and I have already clarified my position on this issue multiple times.
 - i. Mr Walker's workmen will be permitted access to the property for one day only (a maximum of eight hours) to complete the necessary works. No further access will be granted beyond this period. Despite Mr Walker's arrest, I exercised considerable patience by allowing this individual access to my property for two months. Nonetheless, he repeatedly failed to attend, often disappearing for weeks at a time after receiving payment. I would suggest that Mr Walker seek reimbursement directly from the builder.
 - ii. I have no objections with the electrician as previously discussed.
 - iii. Had you reviewed my statement dated 25th October, you would understand that this is not a task for one person. I have already provided multiple quotes to your client and have spent considerable time contacting companies and builders since your client's arrest. The quotes are prepared, and I will not invest any further time in this matter. Additionally, I will not permit access to the property for anyone sent by Mr. Walker due to safety concerns.
 - 2. Your client will bear responsibility for any building work required to fix the damage caused by his workmen in removing the chimney and repainting the front room.
 - 4. This includes sealing the attic wall
 - 5. Mr. Walker will be solely responsible for the costs related to the front and back garden, as my neighbor and I have already done the majority of the work to date. This is further compounded by the fact that, during our time in the property, Mr. Walker spent his time watching TV and smoking weed, while abusively dictating my cleaning duties.
 - 7. Mr. Walker will be solely responsible for the office door that he damaged during yet another episode of abusive behavior.
 - 8. There is no carpet on the top floor to be matched with, as suggested.
- d. Throughout the relationship, I acted as Mr Walker's personal gardener and cleaner. If he now requires garden maintenance, he is free to hire a gardener, as was agreed upon in June—an agreement your client has yet to honour.
- e. In accordance with the orders of two judges, Mr. Walker is responsible for the household bills. I will not be covering his costs, particularly as he has been prohibited from entering the property due to his criminal offences and the abuse he has inflicted upon me.
- g. The figures you have provided are difficult to reconcile. You claim that your client cannot afford to pay the early redemption fee, yet you have stated that he has incurred £10,126 for the first hearing, despite only 0.1 hours being charged for communications sent to me, suggesting at least 38 emails at £380–395/hr have been accounted for in a separate invoice. Additionally, you claim £7,386 for the second hearing and another £7,500 for the TOLATA application.

However, you are asserting that your client cannot afford the early redemption fee, which is a fraction of these costs. This disparity highlights your client's unwillingness to engage in mediation regarding the property. Further evidence of this is his readiness to pay £7,500 for a TOLATA application, which is the same amount required for the early redemption fee. It is evident that your client has clearly preferred pursuing court action over resolving the matter

through more straightforward and economical means.

2. Regarding the chimney costs, this claim is entirely false. I will not contribute to such absurdities. I have made it clear to your client multiple times that I disagreed with the work, but he proceeded without my consent. No one in their right mind would agree to unnecessary house renovations at a point where the abuse had become unbearable, in fact making me end the relationship a couple of weeks after.
3. 'it was not agreed that my client would pay the first two months' mortgage payments in full in lieu of two months' rent and bills for the flat you resided in prior – my client paid his share of the rent for the two months prior, he only agreed to pay the first two months mortgage upfront while you were waiting for your deposit to be repaid, it was always intended that you would repay him upon receipt of that".
 - i. Mr. Walker owes £1,708 in rent and £446.60 in bills from the previous property, so he will not be reimbursed for the first two months of work.
 - ii. The deposit you referred to was used to purchase a dishwasher, washing machine, and dryer. Your client has effectively taken advantage of me by refusing to reimburse me for half of these costs, based on his belief that any items deemed sellable in the event of our breakup are not subject to reimbursement. As such, your client has unlawfully appropriated my deposit money.
 - iii. As it stands, Mr. Walker has only contributed to four months of household bills for our mortgaged property since moving in February 2024, with down payments exceeding £5,500.
5. As per two judges' orders, Mr. Walker is responsible for household bills..
6. I will not contribute towards TOLATA costs, as your client has violated the Pre-Action Protocols (PDAPC).

Mr. Walker may retrieve his personal belongings; however, as I have contributed to the cost of the couch, it will only be removed on my moving-out date, not any earlier. The television was not paid for by your client but by the home insurance, to which your client failed to contribute. If your client wishes to share in the profits from the sale of the LG TV, he will need to reimburse me £523 (half the cost of the home insurance).

Mr. Walker disconnected the internet without prior warning, despite providing two months' notice to BT. I had to hire engineers to reinstall the internet, and as I am unsure of what they did with the router, I am unable to return it. Had Mr. Walker informed us of his decision to disconnect the internet in January, I could have facilitated the return of the router.

It is imperative that we begin addressing the necessary work on the house in order to prepare it for sale, rather than continue to deal with your client's unreasonable demands for compensation. If we could focus our communication on this matter, which is of urgent importance, it would be far more productive for your client.

I repeat: Had you reviewed my statement dated 25th October, you would understand that this is not a task for one person. I have already provided multiple quotes to your client and have spent considerable time contacting companies and builders since your client's arrest. The quotes are prepared, and I will not invest any further time in this matter. Additionally, I will not permit access to the property for anyone sent by Mr. Walker due to safety concerns.

To break down the issues and move forward, I suggest we begin by agreeing on the following:

1. The paint job
2. Bringing in the electrician to complete the work
3. Laying carpet on the first floor
4. Sanding and varnishing the wooden floor on the ground floor and staircase
5. Agreeing on flooring for the top floor (the most economical option between carpet or wood)

I look forward to receiving a response from you that addresses the renovations so that we can begin booking builders to complete these tasks as soon as possible, enabling us to put the house on the market. This matter should have already been dealt with following my email to Mr. Jones dated 13th December. Good builders are often booked months in advance, and there is likely to be additional waiting time now. I trust we can focus on this issue rather than continuing with further compensation requests directed at a victim of domestic abuse caused by your client.

Thank you,
Irene Spalletti