

Our ref: BJ.SW.bs.WAL023

FAO: Ms Irene Spalletti

By email: info@mrpennisi.com

13 December 2024

Dear Ms Spalletti

URGENT ACTION REQUIRED

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

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

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

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

Background

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

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

10. My client proposed to vacate the hearing on 26 November 2024 by offering the fullest possible range of undertakings. You failed to accept my client's reasonable undertakings and my client was forced to attend court at significant cost. My client had no wish to continue this pointless and expensive litigation. He therefore agreed to the non-molestation and occupation orders to be made by way of a consent order on the basis of no admissions.

11. In advance of the hearing on 26 November 2024, my client made reasonable proposals as a way to move forward in relation to sale of the property.

12. You failed to engage with my client's reasonable proposal in respect of the sale of the property.

The basis of my client's claim

13. Both you and my client have always supported yourselves independently. You are not married, you have no children and have no ongoing duty to support each other. My client's current living situation is not sustainable. You have not been in a relationship since July 2024 and the property will need to be sold and my client's share of the funds be released to him so that he can rehouse appropriately.

14. If you refuse to agree to the sale, then my client will be forced to make an application pursuant to section 14 of the Trust of Land and the Appointment of Trustees Act 1996 for the court to make an order for sale.

Alternative Dispute Resolution

15. Should you dispute this, the Protocol PDPAC requires that you and my client should consider alternative dispute resolution before any court proceedings are commenced. Accordingly, we ask you to confirm your position in this regard.

16. Should we not hear from you by 13 January 2025 regarding alternative dispute resolution, and you do not agree to my client's proposal to sell the property, we shall assume that you do not wish to engage in any form of alternative dispute resolution and I reserve the right to draw this letter to the attention of the court, in due course should we consider this necessary.

Relevant document

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

Action required

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

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

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

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

I await to hear from you or your solicitor.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Sarah Walker', with a long, sweeping underline.

SARAH WALKER

Enc.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number MX466101

Edition date 12.02.2024

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

A: Property Register

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

ENFIELD

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

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

B: Proprietorship Register

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

Title absolute

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

B: Proprietorship Register continued

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

C: Charges Register

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

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

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

Schedule of restrictive covenants

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

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

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

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

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

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

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

Schedule of restrictive covenants continued

necessary.

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

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

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

End of register