

Without Prejudice: Response to Ongoing Dispute – 92 Ollerton Road

From: Irene Spalletti (property_92@yahoo.com)

To: chiaraalongo@edwardsfamilylaw.co.uk

Cc: kellyedwards@edwardsfamilylaw.co.uk

Date: Friday 23 May 2025 at 09:48 BST

Dear Chiara,

Please see the enclosed correspondence.

Yours sincerely,

Irene



2025-05-23:WP:Chiara Longo.pdf
74.6kB

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