



EDWARDS FAMILY LAW

Ms Irene Sara Spalletti

Our Ref: WAL/2579/00001

14 April, 2025

By email only: property_92@yahoo.com

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Ms Spalletti

Re: 92 Ollerton Road, London, N11 2LA

I have been instructed by Alexander Walker in respect of the above matter, in place of Hughes Fowler Carruthers. I had forwarded the required Notice of Change to your solicitors, though I understand you are now acting in person. Therefore, please find enclosed to this email the required form reflecting my formal involvement in the matter. Please may I ask that all correspondence moving forward be addressed to me.

I have been passed on your letter of 4 April 2025 to which I now refer. It is clear from your correspondence that, further to my client's WPSATC proposal dated 10 March 2025, there are still a number of disputed issues. Please note that these will not be addressed in this letter. My client hopes that these points can be agreed without the need to incur the costs of attending another Court hearing, and I will be writing separately to address the crucial issue of the distribution of the net proceeds of sale. At the moment, however, my client recognises that the issue of the refurbishment works to the property remains outstanding and needs to be dealt with urgently. My client's proposals in this regard are outlined below.

Electrician

I understand that you have no objections to Brian the electrician attending the property to conclude the work he had begun. This includes: (i) wiring the wall lights in the kitchen; (ii) installing sockets in the kitchen; and (iii) hanging wall lights around the property. I also understand that the electrician will not be able to issue the electrical safety certificate until the works are completed.

I am instructed that you already have the electrician's personal number. My client proposes that you write to the electrician within 14 calendar days to arrange a date and time for him to attend the property and finish the works. In addition to this, my client believes that the wall lights have not yet been sourced. He is happy for you to choose these if you prefer, provided that the cost of

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each wall light does not exceed £20. If you would rather my client choose the lights, please do let me know and he will do so forthwith.

Upon completion of the works, the electrician will produce an invoice, and this will be paid by my client. This is on the condition that once the property is sold, my client will recover the cost of these works from the proceeds of sale, *before* these are distributed as 50% to you and 50% to him.

Building works

My client instructs me that he has contacted Paul, the builder, and he has confirmed that the essential works can be completed within your preferred timeframe of 8 consecutive hours. These works include: (i) closing the hole in the attic; (ii) removing the wallpaper and plaster landing; (iii) removing the carpet in the little office, under the desk; (iv) fixing the toilet on the top floor; and (v) removing the fireplace/burner and safely disposing of the same.

As you may know, these works have already been paid for. My client understands your frustration at having had to facilitate access over a number of weeks, and he agrees that no *additional* work should be completed by this builder, but it would be inappropriate to seek a different workman when funds have already been invested. My client therefore proposes that you get in touch with the builder directly within the next seven days and let the builder have a list of dates in which you would be happy for him to attend, so he can choose one. For the avoidance of doubt, the builder's phone number is +44 7442456060.

Decoration

I have had sight of the quotes obtained by you and appended to your witness statement for the Family Law Act proceedings. Unfortunately, while my client appreciates the effort that has gone into contacting these parties and obtaining these estimates, he believes these to be prohibitively expensive.

I understand the position is as follows: the property must be sold as soon as possible, and certainly before the existing mortgage rates increase in February 2026, together with stamp duty land tax and purchase costs. In reality, decoration works are not essential for the property to be sold. The property *can* be sold without the decoration being carried out – the only difference being that it may need to be marketed at a lower price.

In your letter of 4 April 2025, you state that you do not agree to the property being marketed for a price which would have you recover less than your initial contribution. Unfortunately, the legal position is clear. Upon conclusion of the TOLATA proceedings the judge can, and indeed may, make an order that the property be sold expeditiously. The judge may even order that the house be sold as is (i.e. without the completion of any non-essential works). The price the property is marketed at will depend on estate agents' valuations and, pending additional contributions paid to

my client, both parties will ultimately share in any proceeds. Irrespectively of whether these will represent a favourable return, or a loss.

My client proposes that, after the electrician and builder have completed the essential works, you allow an estate agent to conduct a valuation of the property as is, and share the same with him. This is usually free of charge, and it will give both parties an idea of what price you are likely to achieve for the property in its current condition.

If you are unhappy with the price suggested by the estate agents and you wish for the property to be marketed at the best possible price, then my client proposes that he find and engage a painter through AirTasker (to paint the walls where damage has been done due to electrics and plastering in the same colour as the kitchen), and a carpet layer (to carpet the top floor attic with grey carpet). He proposes that he put forth three potential workmen for your approval. You can then meet with each and decide which one you prefer. Should you not be satisfied with the options provided by my client, you are of course free to suggest someone else. If you and my client cannot agree to a workman, then the property will just need to be sold as-is.

Once again, my client confirms he will pay for these works. This is on the condition that once the property is sold, my client will recover the cost of these works from the proceeds of sale, *before* these are distributed as 50% to you and 50% to him. Please could you confirm you agree to this, so the necessary arrangements may be made. In your response to this letter, please include pictures of all areas needing repainting, and the floor plans of the property: these will be needed to obtain a quote.

As you may appreciate, my client's legal costs are rising with each letter. As a result of this, it will soon become disproportionate to negotiate the cost of decoration. If both parties wish to achieve the best possible price for the property, then negotiations must be expeditious and productive in this regard.

I trust that the above proposals are uncontroversial. To ensure that a timeframe can be established and the works can commence as soon as possible, could I kindly request you respond to this letter by 4pm on Monday, 21 April 2025, confirming whether you agree with my client's proposals.

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Chiara Longo', with a stylized, flowing script.

Chiara Longo
Associate Solicitor

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