

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