

The content of this letter has not yet been communicated to the concerned party and is intended to state my position on the matter.

Dear Ms. Walker,

Following your request of action communicated on 13/12/2024, please see below:

I reached out to Mr. Jones to address how Mr. Walker intended to handle the essential renovations required to make the property ready for sale. Instead of providing a constructive response, I was met with a baseless and accusatory five-page letter alleging my unwillingness to sell. This not only distorts the facts but also exemplifies a deliberate attempt to misrepresent my genuine inquiry and deflect responsibility.

### **To summarize your requests**

You appear to be stating that I am obliged to:

- Confirm by no later than **4pm on 13 January 2025** that the property can be sold forthwith;
- Agree on an estate agent by **20 January 2025** to list the property for sale;
- Or face an application pursuant to Section 14 of the **Trust of Land and Appointment of Trustees Act 1996** for the court to make an order for sale, along with the imposition of financial responsibility on me for all related costs.
- Despite the judge granting my refusal to allow Mr. Walker's handyman to carry out further work on the property, you are insisting that I am obligated to agree to this.

If this interpretation is incorrect, I request clarification.

### **Tone and Conduct of Communication**

The threatening and harassing tone of your letters, particularly the repeated references to legal costs and proceedings, is inappropriate. I remind you that solicitors are bound by the Solicitors Regulation Authority (SRA) Code of Conduct, which prohibits the use of legal proceedings as a tool for harassment or intimidation.

### **Misrepresentation of Facts and Offers**

- **Nature of Offence:** Mr. Walker is not on bail for "breaking a lamp".  
**No false allegiance have been made on 2 September 2024**

I strongly urge you to review all relevant evidence, including the police call, before making further unfounded and inappropriate allegations.

- **Property Offers:** The proposals presented remain wholly unreasonable and contradictory. I have already rejected your client's offer in July and clearly stated and reiterated my position in my statement (one of many: page 43); was and remains:

(35) The renovations necessary for us to be able to sell the house as soon as possible

(41) Would that not be possible I ask for the respondent to buy me out immediately

It is therefore entirely unreasonable to expect me to now “buy him out” when:

1. I have already declined this option.
2. My financial exhibits clearly demonstrate that I am not in a position to do so.
3. *We are in these circumstances solely due to your client’s relentless abuse. If there is pressure to resolve matters regarding the property, your client has the power, the financial means and available funds to buy me out.*

Your continued insistence on this impractical solution reflects either a failure to review my statement and evidence in detail or a deliberate attempt to exert undue pressure.

- **Financial Contributions:** Your assertion that your client contributed £222,000 toward the property is unsubstantiated. I request proof of this claim, as my exhibits clearly demonstrate that Mr. Walker has failed to contribute financially to either the property or its contents.

#### **Non-Molestation and Occupation Order**

I remind you that the non-molestation and occupation order issued by the court remains in place until 25 October 2025. Your client is bound by this order to:

- Pay the mortgage and all property associated bills.
- Allow me to remain in the property without interference.

The judge has already made it clear there are to be no changes to the financial responsibilities regarding the property until the order expires. Any further attempts to intimidate me into covering your client’s obligations will be reported to the court.

#### **Property Sale and Renovations**

**I have never refused to sell the property.**

The property will be sold once my rights to remain in the property expire on 25 October 2025 and not from the 20th January 2025, and under fair and reasonable conditions; which have yet to be met.

- Renovations must be completed as specified. However, I will not allow Mr. Walker’s usual workman access beyond the one day required to finish work started in July. *This was refused and reported his conduct to the court.*

#### **Legal Threats and Abuse of Process**

Your repeated threats of legal costs and references to applications under the Trust of Land and Appointment of Trustees Act 1996 (TOLATA) appear to serve no purpose other than to harass and coerce me. **As previously**

**noted, your client's financial interests are better served by adhering to the judge's order rather than pursuing costly and unreasonable litigation.**

Your ongoing refusal to review my full statement and exhibits obstructs meaningful progress in resolving this matter. I strongly advise that you:

1. Review all documentation, including my statement and exhibits, before making further inaccurate assertions.
2. Refrain from any further threatening or intimidating communication.

Until such time as you can engage constructively and professionally, I do not wish to discuss this matter further.

Yours sincerely,

Irene Sara Spalletti