

Our ref: BJ.SW.bs.WAL023

FAO: Ms Irene Spalletti
Via DC Jonty Proudfoot

By email: jonty.proudfoot@met.police.uk

10 March 2025

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Ms Spalletti

You and Alexander Walker – 92 Ollerton Road (the “Property”)

Thank you for your proposal for settlement dated 19 February 2025. I apologise for the delay in responding, as I have only just recently returned from holiday.

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.

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. 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. The judge at the hearing on 5 February

2025 dismissed all three of your applications and found that it was not reasonable for you to contest those issues, which resulted in a costs order being made against you. The £1,625 that you have been ordered to pay towards my client's costs will, of course, need to be deducted from your share of the net sale proceeds.

While my client is pleased that you are now facing up to the reality that the Property needs to be sold, he is disappointed that it has taken you so long to respond, which resulted him in 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. My client had no choice but to prepare his TOLATA application in time for service on 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. Given your attitude to date, my client also has no confidence that you would have in fact facilitated a sale at all, without the backdrop of these TOLATA proceedings.

My client gave you more than enough time to respond to his letter before claim dated 13 December 2024 (the rules only requiring him to give you two weeks to respond). He reasonably gave you additional time to respond to factor in the Christmas period and he also agreed to extend the timeline for your response to 24 January 2025 (six weeks from his initial letter before action). You blame my client for exacerbating the delays by "continually chasing" your solicitor. I sent a total of three substantive letters to Southgate Solicitors, all of which were less than two pages long. It is inconceivable that my client was largely responsible for the "demise" of the funds you had on account with them as you assert.

If you had not taken such an unreasonable approach, then my client would not have had to incur the costs of his TOLATA application. 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, but again in the interests of reaching an agreement he is not pursuing this, but he reserves the right to do so if you are unable to reach an agreement now.

My client does not agree for the sale of the Property to be delayed until after the fixed term mortgage comes to an end. My client cannot afford to pay the interest on the mortgage if it switches to the variable rate (of around 8%) and so it needs to be marketed for sale now. It would also result in a much larger monthly mortgage payment for you, which he expects is also unaffordable for you. My client is naturally concerned about your ongoing failure to contribute your 50% share of the monthly mortgage payments, and he has no confidence at all that you will make the payments on time, if at all. Once again, you have not paid your share of this month's mortgage which fell due on 2 March 2025 and have provided no explanation at all for why this is unpaid. You must reimburse my client for this and the other outstanding amounts due to him as a consequence of your failure to meet your share of the mortgage in full forthwith.

Following the numbering of "Option 1" of your proposal, my client's response is as follows:

- a. The Property shall be sold forthwith for the best price achievable (although the Property will need to be marketed for sale once the necessary renovations/works have been completed)– **Agreed but with the below addition;**

If you cannot agree on the price, then you will be guided by the estate agent the identify of whom you will agree upon in accordance with (b) below.

- b. You and my client shall agree the identity of the estate agent within 14 days of an agreement being reached. My client will propose three options, and you shall select one of the three proposed, the joint letter of instruction to be prepared by my client and agreed with you – **Agreed but with the below addition**

Additionally, in the event that the selected agent does not achieve an offer for purchase within three months of the property being marketed for sale, there shall be an option for the estate agent to be replaced. In this scenario, my client will again propose three options and you shall select one.

- c. The parties shall agree the identity of the workman to undertake remedial work to ensure the Property is saleable within 14 days of an agreement being reached. You shall propose three options together with their quotes and my client shall select one of the three proposed – the scheme of works to be set out by prior written agreement between the parties – **Not agreed. My client's counter proposal is as follows:**

- i. My client has already paid the existing workman to fix a hole in the wall and replaster the landing, where the wallpaper has partially been removed. You shall permit the existing workman to complete this work within 14 days;
- ii. You shall permit the existing electrician to complete the works on the electrics within 14 days. He needs to wire in the wall lights (which my client is happy for you to choose provided they cost less than £20 each and you furnish him with receipts) and the sockets in the kitchen so that the electrical certificate can be issued;
- iii. Both you and my client shall obtain two quotes each for the following works to be completed and the workman who provides the cheapest quote shall be instructed. The works that will need to be completed are:
 1. Stripping of the wallpaper from the landing and the small office, filling in the wall;
 2. Painting of the hall, downstairs toilet, landing, top floor, small office, top floor bathroom, garden office room and stairways in off white or cream (they will also need to complete/cover any patch work);
 3. Retiling of the top floor bathroom and fixing/replacing of the top floor toilet cistern;
 4. Sealing of the hole in the attic wall which will then need to be plastered and repainted;
 5. Clearing of the front and rear garden;
 6. Fixing of the window sash in the front bedroom;
 7. Door stop moulding to be added to the small office door;
 8. Installation of a carpet on the top floor and on the top floor stairs (preferably matching the existing carpet on the top floor).

- iv. Insofar as the estate agent advises that any further works need to be undertaken to ready the Property for sale those works shall also be undertaken by the workman instructed to complete the works set out at (1) to (8) above.

My client agrees to make the upfront payments with respect to the abovementioned works provided he is reimbursed in accordance with (g)(iv) below.

- d. You shall maintain the Property to a viewable standard and agree not to stymie the sale – **Agreed – this will need to include the front and rear garden**
- e. You and my client shall discharge the monthly mortgage repayments and household bills equally. – **Not agreed. My client's counter proposal is as follows:**
 - i. You and my client shall continue to pay 50% of the mortgage repayments (including interest) each month. In default, a full account shall be taken from each of your respective shares in the net proceeds of sale.
 - ii. You shall be responsible for paying all of the household bills and you shall indemnify my client against the same. In default, a full account shall be taken from your share of the net proceeds of sale.
- f. You and my client shall agree the identity of the conveyancing solicitor within 14 days of an agreement being reached. You shall propose three options together with their quotes and my client will select one of the three proposed – **Agreed**
- g. The gross proceeds of sale of the Property shall be applied in the following order:
 - i. To discharge the Mortgage – **Agreed**
 - ii. In payment of any early redemption or redemption administration charges in relation to the Mortgage – **Agreed**
 - iii. In payment of the solicitors' conveyancing costs and disbursements in connection with the sale – **Agreed**
 - iv. In payment to my client for any redecoration/renovation or other costs that my client incurs in order to prepare the Property for sale that are unmatched by you – **Agreed**
 - v. In payment of the balance as to 50% to you (plus 50% of any early redemption or redemption administration charges in relation to the mortgage) and 50% to my client (minus 50% of any early redemption or redemption administration charged in relation to the mortgage) – **Not agreed. My client's counter proposal is as follows:**

In addition to the above, before the balance of the proceeds of sale are distributed equally to each of you the following will need to be paid to my client from the proceeds of sale held by the conveyancing solicitor:

- I. £1,625 that you have been ordered to pay towards my client's costs of the Family Law Act proceedings pursuant to paragraph 10 of the order of DDJ Barrett dated 5 February 2025;

2. £1,750 which represents your 50% share of the cost of repairing the fireplace and which my client has paid;
3. Mortgage payments that my client has made above and beyond his notional 50% liability since purchase, which currently amounts to £5,137 plus further accounts for any future missed payments (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);
4. Marketing related costs (to include but not limited to photography costs) that are unmatched by you;
5. Reimbursement for any utility or other household costs that my client has paid following his exclusion from the property;
6. £3,750 by way of a contribution towards the costs incurred by my client in relation to his TOLATA claim.

For the avoidance of doubt, there is absolutely no reason why my client should be solely responsible for the early redemption or redemption administration charges, which should be met equally.

- h. Upon compliance by you and my client with paragraphs (a) to (g) above, both of your claims under section 14 of TOLATA 1996 shall be dismissed relating to the Property and in respect of any other property, chattels or liabilities owned by either party in any jurisdiction; ***Agreed on the condition that my client be able to instruct a third party to remove the chattels at a date and time to be agreed (within 14 days of an agreement being reached) from the Property as set out in the schedule to this letter. (Once my client's chattels have been returned to him, you will, of course, be responsible for clearing the house in readiness for completion).***
- i. No order for costs – ***Agreed provided that paragraph (g)(v) is complied with by you.***

I look forward to hearing from you. Please note that should the abovementioned proposal not be agreed within 21 days then this proposal is withdrawn. and my client will be drawing this letter to the attention of the court on the issue of costs.

While writing, my client should also be grateful if you could send the WiFi router back to BT, the bag will be delivered to 92 Ollerton Road for you to put it in.

Yours sincerely



SARAH WALKER

Schedule of Chattels

1. Charles Tyrwhitt navy suit (with orange trim);
2. Light beige linen suit;
3. Sofa that cost around £2,500 (my client is paying for this on a monthly basis – as an alternative my client is content for you to buy the sofa from him for £1,500);
4. Television (which my client paid for – the TV is more valuable than this but as an alternative my client is content for you to buy the TV from him for £850);
5. Samsung sound bar (my client is content for you to buy this from him for £150);
6. Computer monitor and monitor mount that my client lent to you and has not been returned and accompanying cables;
7. Mattress that was/is kept in the front bedroom;
8. Duvet that was/is kept in the front bedroom (my client is content for you to buy the mattress and duvet from him for £150);
9. My client's belongings which are in the office at the end of the garden (including cable, computer keyboards, baskets, collapsable desk);
10. Pictures which belong to my client;
11. Gifts from Robbie Myerson which comprises of a chopping board and a kitchen knife, as well as a beer pump and lid;
12. Kitchen equipment (including large metal bowls, wok, chopping boards, taco press)
13. Tools (including his toolbox, battery powered drill, Makita jigsaw, wired drills, Dewalt drill and drill bits);
14. Samsung sound bar;
15. Speakers and amplifiers;
16. TP link deco WiFi points x3 (one external, one in the sitting room and one in the upstairs office);
17. Network switches x 2;
18. Russian MIG suit and helmet;
19. Network attached HP server (black box);
20. Barbeque;
21. All backgammon boards (my client believes there are four);
22. Orthodontist mouth guard and case.