

[Defence Exhibit 9 – Flexspace response to refund]

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**Sent:** 19 June 2023 16:11

**To:** 'Max Pengilley' <[Max.Pengilley@freeths.co.uk](mailto:Max.Pengilley@freeths.co.uk)>

**Cc:** 'Ella Carroll' <[Ella.Carroll@freeths.co.uk](mailto:Ella.Carroll@freeths.co.uk)>; 'Daniel Cuthbert' <[Daniel.Cuthbert@freeths.co.uk](mailto:Daniel.Cuthbert@freeths.co.uk)>; 'Ana.oepfen@flexspace.co.uk' <[Ana.oepfen@flexspace.co.uk](mailto:Ana.oepfen@flexspace.co.uk)>; 'Credit Control' <[credit.control@flexspace.co.uk](mailto:credit.control@flexspace.co.uk)>

**Subject:** RE: Unit 6, Park House , 15-23 Greenhill Crescent, Watford [FREETHS-ACTIVE.FID6255442]

Dear Sirs

I have heard today from my bank that your clients have chosen to refund the rent I paid to them for June. Please advise them that I am holding the rent on their behalf and to their order and will pay it to them immediately. Should your clients refund of the rent be an attempt by them to pursue a claim for forfeiture then may I please remind them that they accepted the rent I paid them in April and May and clearly then they are now estopped from so doing.

Timeline of Events:

April 26<sup>th</sup> rent was paid for the month of April after your client locked the doors with no notice or response in repairing the roof. Please note this was before you sent a letter of forfeiture.

May rent was paid as normal.

June rent was paid 6 days ago. On the 13<sup>th</sup> of June.

You accepted April and May which voided your wrongly justified notice to forfeit.

It is also clearly in our respective interests that this present situation be resolved and with that in mind I await your client's proposals following my recent mail to you.