

Respondent

Daniel Whitlock

[[TO RESOLVE: statement number]]

Exhibits DW1-DW3, DW5-DW6

Date made: [[TO RESOLVE: date of signing]]

Case No: RG26F0100

IN THE FAMILY COURT AT READING
FAMILY LAW ACT 1996, PART IV

BETWEEN:

Beth Whitlock - Applicant

and

Daniel Whitlock - Respondent

**RESPONSE OF THE RESPONDENT TO THE APPLICANT'S STATEMENT DATED
1 SEPTEMBER 2026**

1. I am the Respondent, Daniel Whitlock. Beth asks the court to order me to leave 12 Orchard Close, where I have lived for 11 years, within 28 days. Child A lives there with me and I pay the £1,412 monthly mortgage on my own. A letting agent has assessed in writing that, with my existing mortgage commitment, I would need a guarantor to rent (DW2). Beth's own statement says she cannot afford to rent anything suitable either. If I am ordered out, I do not see how the mortgage gets paid, and Child A could lose his home. Child A is settled at home and at school. I believe this application is about housing and money, not safety.

2. I respond below to Beth's statement. The numbers are the paragraphs of that statement.

3. Paragraph 1 - agreed.

4. Paragraph 2 - agreed that Beth moved out on 3 November 2021 and has rented since. I make no comment about her reasons for leaving.

5. Paragraph 3 - I do not dispute that Beth rents a one-bedroom flat or that Child B lives with her. She told me on 20 August 2026 that her landlord had given notice: "I need the house. B needs her own room and my landlord has given notice." (DW5). The notice itself is not exhibited to her statement, so I cannot check from it the date by which she must leave. Child A needs his home too. He lives with me at 12 Orchard Close; I deal with how he is doing there at paragraph 8 below.

6. Paragraph 4 - not agreed. Beth says: "The Respondent earns a very good salary and can easily rent." My pay from April 2025 to March 2026 was £71,300 gross and £49,870 net, about £4,156 net a month (DW1). My mortgage is £1,412 a month; the mortgage statement shows payments made on the 1st of each month from October 2025 to September 2026 with no arrears. The balance is £188,400 and I am the sole borrower. I also pay the council tax of £2,210 a year (DW1). A written affordability assessment from Hallam Lettings dated 25 September 2026 puts a two-bedroom flat in the Brookfield catchment at £1,650-£1,850 a month and says that, on my net income and existing mortgage commitment, I do not meet their affordability criterion and they "would require a guarantor" (DW2). I told Beth on 20 August 2026: "I can't pay the mortgage and rent." (DW5). I do not dispute what she says about her own income. My current contract ends on 31 December 2026 (DW1), so I cannot treat my income as certain beyond that date.

7. Paragraph 5 - I was arrested on 12 March 2026 after Beth called the police. That is the only time I have been arrested. [[TO RESOLVE: whether Daniel denies grabbing Beth's arm on 12 March 2026; if so, his denial in his own words goes here]] The police reviewed the evidence and decided to take no further action, and my bail was cancelled; their letter, from DC Alison Pryce, reference 4312/26, dated 19 March 2026, is at DW3. Beth says she remains frightened of me. I cannot say how she feels. What I can say is that handovers have continued as agreed since then. My note of the handover on 22 August 2026, which I keep in Child A's school bag, reads: "Sat 22 Aug 2026 - collected A at 10:00 from the car park as agreed. A had his swimming kit. B said hello. No issues. Back Sunday 17:00." (DW6).

8. Paragraph 6 - not agreed. Child A lives with me because that is what the order the court made on 7 July 2026 provides: he is to live with me and Child B with Beth, pending further order. That is the arrangement that has been running. Beth says he stays with me only because I will not let him go. That is not how it is. On 20 August 2026 I wrote to her: "I will not stop you seeing A, you know that." (DW5). [[TO RESOLVE: the actual service date of this statement and whether any later order varied the 4pm 29 September 2026 filing deadline - the school email of 2 October 2026 (DW4) is left out because it post-dates that deadline and the record shows no variation; it can be restored only if service was on time or the deadline was varied]]

9. Paragraph 7 - not agreed, for the reasons I have given above.

10. What I ask the court to do. I ask the court not to make the occupation order Beth has applied for. I ask to remain at 12 Orchard Close with Child A, and I will keep paying the mortgage. If it would help Beth and Child B find somewhere to live, I am willing to talk about money towards a deposit, as I offered on 20 August 2026 (DW5).

Exhibits

DW1 - Nationwide mortgage statement, account ending 5521, and payslip summary for April 2025 to March 2026

DW2 - Hallam Lettings affordability assessment, 25 September 2026

DW3 - Thames Valley Police letter, reference 4312/26, 19 March 2026

DW5 - WhatsApp messages between me and Beth, 20-21 August 2026

DW6 - Photograph of my handover note of 22 August 2026

Statement of truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: Daniel Whitlock

Dated: [[TO RESOLVE: date of signing]]