

## **The complaint**

Mr D has complained about Drydens Limited pursuing him for a debt which he says he previously settled.

## **What happened**

Both sides are most familiar with the case, so I'll summarise things in brief.

This complaint is about a credit card account which was opened in 2008, defaulted in 2012, and was sold onto the current debt owner some months later. In 2019, Drydens were asked to collect the debt on behalf of the current debt owner.

At that point, Mr D was paying £10 a month. Drydens continued this arrangement. As the arrangement was coming to an end, they asked Mr D to get in touch. They wanted to review his circumstances and check what was affordable for him. Mr D didn't reply, so eventually Drydens started the process to apply for a county court judgement (CCJ). Mr D then cleared the debt in full.

Mr D says he settled this debt with the original creditor years ago, so it should've never been sold on. Alternatively, he says the debt was statute barred. He says Drydens kept writing to him, so he was forced to pay them to make all the letters stop. He says that they harassed him, and that he used other credit to clear this account. He complains it was unfair Drydens applied to the courts when he'd been making payments.

Our investigator looked into things independently and didn't uphold the complaint. They explained Drydens were just the current debt collector, and some of Mr D's points related to what the original lender or new debt owner did, rather than Drydens. They looked at the evidence and found that the debt and outstanding balance were genuine. They explained Drydens were allowed to apply to the courts, not least as Mr D wouldn't reply to their review requests. They did not agree that Drydens had harassed him.

Mr D didn't agree. He now says he never got Drydens' review requests, and that the first he heard from them was when they sent him court papers. He says he has an open credit card with the original lender with credit available, which shows he doesn't owe them anything.

Mr D asked for an ombudsman to review things afresh, so the complaint's been passed to me to decide.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As our investigator explained, this complaint is about Drydens, not any other business. So in this decision, I cannot consider things which different businesses did, rather than Drydens. For example, I cannot make any findings on the debt being sold on – that was done between the original lender and the current debt owner, long before Drydens' involvement.

I can understand if Mr D wanted to make sure he really did owe this debt. I've looked through the evidence at hand, including the credit agreement Mr D signed with the terms of his account, the historic statements showing how the balance got to where it is now, and the notice of assignment that confirmed the original lender had sold the account to the current owner. The dates, amounts, and references match. I am satisfied this was a genuine debt that Mr D owed.

Mr D pointed out that the debt had fallen off his credit file. But while I can understand why he might have thought that was relevant, I'm afraid it didn't change the debt's validity. It's normal for a debt to stop showing on one's credit file after enough time. But the debt still exists until it's settled, even when it's no longer showing on one's credit file.

I also understand that Mr D recalls paying off this account. He suggested it had a zero balance and may have been sold on by accident. He has not provided any evidence to substantiate that he paid it off. Whereas I have gone through the history of transactions going right back to the start of this account, and I can see that it had a significant outstanding balance when it was sold on. The account was not settled at that point, and it did not then get settled until Mr D paid it off in 2021.

Mr D pointed out that he has a card with the original lender. But I'm afraid I don't see that it's relevant. That other card has a different number and is clearly a different account – not least given that it sounds like that card is open, whereas this one defaulted and closed back in 2012. It's not unusual for one to be able to have multiple accounts with the same lender.

Mr D suggested this account was statute barred. Only a court can decide whether a debt is statute barred or not – our service can't do that. Though I will point out that his payments would normally have prevented the account from becoming statute barred. In any case, even if the debt had been statute barred, it would not have ceased to exist, and Drydens would still have been allowed to ask Mr D for repayments.

I've looked at the history of Drydens' contact with Mr D. It doesn't look like they contacted him excessively or unreasonably. For example, they only sent him two or three letters per year. And they had legitimate reasons to contact Mr D – indeed, they had to send him some things to let him know what was going on. Their letters were about things like letting Mr D know they were dealing with the account, offering a reduced settlement, and asking to review things so they could check what was affordable for Mr D. That all seems reasonable.

Mr D said Drydens forced him into paying them £10 a month. But that payment arrangement was already in place when Drydens were passed the account – Drydens just continued the payment plan that Mr D had set up previously. Indeed, Mr D had been making £10 payments going all the way back to when the debt was still with the original lender, many years before Drydens were ever involved. In regard to using other credit to clear this debt, that was Mr D's choice, and I can't see that Drydens knew he would use other credit for that payment. Further, Drydens never asked him to use other credit, and per the paragraph above I can't see that they harassed him or communicated with him unreasonably. Indeed, Drydens had actually been trying to get in touch with Mr D to check what he could sustainably afford, but Mr D had not been replying.

Lastly, I understand Mr D was upset that Drydens applied for a CCJ. I appreciate it can feel stressful to face legal action. But it was appropriate for Drydens to try to review things with Mr D to check what was affordable. And when he didn't reply, a CCJ was a legitimate potential next step. Drydens were allowed to apply for a CCJ, even if Mr D had been making some payments. I can't see they did anything wrong here in doing so. Ultimately, it would have then been up to the court to decide whether to grant the CCJ or not.

Mr D now says he never got the review letters, or any letters from Drydens before the letter of claim. But Mr D previously said that he *did* get their letters when he alleged they'd harassed him. Both of those things can't be the case. I can see that Drydens did send Mr D the appropriate letters. And these went to the same correct place as the letter of claim, which Mr D confirmed he received. So I think it's most likely that Mr D was properly notified.

### **My final decision**

For the reasons I've explained, I don't uphold Mr D's complaint in this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 June 2022.

Adam Charles  
**Ombudsman**