

## **The complaint**

Mr O says Tesla Financial Services Limited (Tesla) were unreasonable to pay parking charges on his behalf.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr O took receipt of a car in December 2024. He financed the deal through a personal contract purchase agreement with Tesla.

Between January and March 2025, a number of private parking charge notices were issued in respect of the vehicle and were sent to Tesla as the registered keeper. Tesla paid 17 of those charges and applied them to Mr O's account along with administration fees resulting in a balance of £805.

Mr O complained to Tesla that they had paid the charges without notifying him or transferring liability to him. He said they deprived him of the opportunity to challenge the notices particularly as they related to his place of work where he says he was entitled to park.

Tesla said the agreement made Mr O responsible for such charges and that as registered keeper it was entitled to deal with them and recover the cost from him. They later agreed to waive £225 in charges and £170 in administration fees.

Our investigator did not uphold the complaint. He concluded that Tesla had acted in line with the agreement and had been reasonable.

Mr O disagreed. He said Tesla had no right to pay the charges on his behalf and should have transferred liability to him and that he would likely have had the charges cancelled if given the opportunity to challenge them. He asked for a final decision by ombudsman.

## **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.

I agree with the investigator's view of this complaint, for broadly the same reasons.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

The agreement says Mr O was responsible for paying all charges including parking charges arising from his use of the vehicle.

I have not seen anything in the agreement that requires Tesla to transfer liability for parking charges to Mr O before taking action itself. As the registered keeper Tesla received the parking charge notices and was entitled to deal with them including by paying them and recovering the cost from Mr O, provided it acted reasonably in doing so.

I thought about Mr O's argument that he was deprived of the opportunity to challenge the charges. While I accept he was not given that opportunity at the time, I have not seen sufficient evidence to show that, on balance, the charges would likely have been cancelled had they been passed to him. I can also see Tesla has already reduced the amount owed by waiving administration fees and surcharges.

Taking everything into account I am satisfied Tesla acted within the terms of the agreement and that its actions were not unfair or unreasonable in the circumstances.

I'm not asking Tesla to take any action.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 29 April 2026.

Phillip McMahon  
**Ombudsman**