

### **complaint**

Ms F complains Barclays put a charge on the late Mr E's property – and will not remove the charge even though the debt has been repaid.

Ms F is the beneficiary of Mr E's estate. Mr E's executors gave her permission to bring a complaint to us on behalf of his estate.

### **background**

Mr E's executors told us they carried out a search at the Land Charges Department in 2010 and discovered a C(i) land charge against his property, in favour of Barclays. They were not previously aware of any indebtedness to the bank.

Ms F told us Barclays recorded a charge against Mr E's property in April 1986 – but she believed the debt had been discharged many years ago, after Mr E was declared bankrupt. Ms F believed an insurance policy satisfied the debt. She asked us to instruct Barclays to release the charge on Mr E's property, and accept that Mr E's estate didn't owe it any money.

Barclays told us the debt hasn't been repaid in full, and it requires just over £1,000 to settle it.

Our adjudicator wasn't persuaded that the debt had been paid or written off, and so she didn't recommend the complaint be upheld.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I'm satisfied Mr E was aware that Barclays recorded a charge against his property in 1986. I say this because I've seen evidence he sought legal advice in 1990 as to whether he could

force the bank to remove its charge. Mr E told his legal representatives he'd set up a standing order to pay £150 per month towards the debt, but the payments unexpectedly stopped in November 1988. Mr E believed the payments stopped because Barclays had written off the rest of the money as a bad debt.

Mr E's representatives and Barclays corresponded during 1990 and 1991. Barclays wrote in December 1991 to say it had suspended interest on the debt, but Mr E still owed it a little over £7,000. Mr E therefore had the opportunity to contest the debt (and the charge) in 1991, but chose not to do so – apparently after receiving legal advice.

Barclays told us that in October 1999 Mr E still owed it around £1,700, but it couldn't confirm why the debt had reduced so much between December 1991 and October 1999. In August 2011, after Ms F made a complaint, Barclays told her it required just over £1,000 to settle the debt.

Barclays isn't required to keep records indefinitely, and it isn't required to provide a payment history since 1986. On balance, it seems most likely the reason the debt reduced between December 1991 and October 1999 is that Mr E made payments towards it.

I've seen no documentary evidence to show that the debt was ever discharged in full, and nothing to suggest Barclays' records are inaccurate. Overall, I'm not persuaded Barclays has done anything wrong.

I have no power to order Ms F (or the executors of Mr E's estate) to pay anything to Barclays. However, it does appear there is still a debt outstanding – and so I would encourage them to contact Barclays to try to reach a mutually acceptable solution.

### **my final decision**

My final decision is that I do not uphold this complaint.

Laura Colman  
**ombudsman**