

## **complaint**

Mr H complains that MKDP LLP is trying to recover a debt from an old loan agreement. He says he should not be responsible for the outstanding balance.

## **background**

Mr H took out a loan with a creditor in 2010. The loan account was later transferred to MKDP, who attempted to recover £1,147.55 from him. Mr H said he doesn't owe this money and he has paid more than the original debt so is not prepared to pay any more money.

The adjudicator did not uphold the complaint. He said that from looking at the original credit card agreement and statements, it appears the debt is correct. And MKDP has done nothing wrong in trying to recover it. He noted that MKDP has told Mr H how much debt is owed. And it has given him the name of the original creditor. MKDP has asked Mr H to provide evidence that the debt has been repaid. Mr H has not done this.

Mr H was unhappy with this and said he has repaid the money. He does not think he should pay any more money.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I agree with the adjudicator that MKDP has done nothing wrong by trying to recover the debt. It has relied on information provided by the original loan company. I can appreciate that Mr H feels he should not have to pay more money, as he says he has already paid back more than he borrowed. However, even if this is the case he will still be liable for interest and charges I have seen the documentation provided by the original creditor which supports the fact that there is a legitimate debt. I note that Mr H has said he has paid off the debt, but he has provided no evidence to show this. On balance I find that there is a debt and MKDP is entitled to recover this.

## **my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H to accept or reject my decision before 20 January 2015.

Clare Hockney  
**ombudsman**