

## **complaint**

Mr T complains that Hillesden Securities Limited (trading as dlc) wrongly asked him to pay a debt he knows nothing about.

## **background**

Mr T says that dlc contacted him about a debt and, even though he said he did not admit liability for the debt and that it was statute-barred, continued to communicate with him. He says that dlc did not provide the documentation he asked for in respect of the debt and he regards its communications as harassment.

Dlc says that it lawfully bought the debt from the original lender and that it was entitled to ask Mr T to repay it. As things weren't settled, Mr T brought his complaint to this service where an adjudicator investigated it.

From the evidence, the adjudicator concluded that the debt related to a credit agreement that Mr T had taken with the original lender and that it had been properly acquired by dlc. She provided Mr T with a signed copy of the original credit agreement.

The adjudicator noted that Mr T had made monthly repayments in reduction of the debt until March 2013, when payments ceased. Overall, the adjudicator did not consider that dlc was wrong to ask Mr T to pay the debt, or that it had harassed him.

Mr T did not agree and said, in summary:

- He cannot recall this alleged debt and has still not seen the proof that he requires.
- He does not accept that the ombudsman service has any proper proof that he is liable for this debt, and he does not recall getting a default notice from the original lender.
- Whilst he may have been making payments towards this debt, he only did so because the debt charity advised him to – he did not receive legal advice.
- He has also not seen anything to convince him that dlc legally acquired this debt. He needs to see a deed of novation, a deed of assignment and a signed consumer credit agreement before he would agree that dlc has any right to pursue him for this debt.

## **my findings**

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

I appreciate that Mr T has said that he will not accept liability unless dlc provides him with specific documents which he believes it must produce.

But I'm satisfied that dlc has provided sufficient evidence to show, on a balance of probabilities, that this debt is properly owed by Mr T and that dlc lawfully acquired it from the original lender.

The original account went into default, though the default registered in 2010 has now fallen off Mr T's credit file through passage of time. Mr T made monthly repayments in reduction of the debt for a while, but did not fully repay it. In all the circumstances, I find that dlc did not act unfairly in asking him to repay the remaining debt.

The issue of whether or not a particular debt is recoverable in court is a matter for the court to decide.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 11 July 2016.

Jane Hingston  
**ombudsman**