

## **complaint**

Mr R complains that Barclays Bank Plc ("Barclays") placed a default on his credit file for an account which he had asked it to close. This default was later removed. But Mr R says that he was unable to secure a tenancy agreement for some of the period this default was registered.

## **background**

In February 2017 Barclays agreed to remove a default it had registered against Mr R some years earlier. It agreed to do so on the grounds that the default sum was made up entirely of account fees. Barclays also agreed to refund Mr R £107.64 he had paid to the defaulted account in mid-2016 to clear the outstanding balance and to pay him a further £250.

Mr R said Barclays' offer was insufficient because for some of the period the default was registered he was unable to secure a tenancy agreement, something he has been able to do (with three others) since the defaults' removal.

This complaint was considered by one of our investigators who concluded that Barclays' offer was, in all the circumstances, fair and reasonable. In his view the default recorded by Barclays wasn't the reason for Mr R being unable to secure a tenancy agreement sooner than he did, but rather it was his credit file in the round (which included another larger default).

Mr R didn't agree so the complaint has been passed to me for review and decision.

## **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'm required to make a decision based on the evidence that is available. And where evidence is unavailable, or is inconclusive or contradictory, I'm required to reach a decision based on the balance of probabilities. In other words what I think is more likely to have happened than not.

I accept Barclays' registered default on Mr R's credit file might have had a detrimental effect on his ability to enter into certain agreements, such as credit and tenancy. But in my view anybody checking Mr R's credit file would have had regard to it in the round. And Mr R's current credit file shows another default having been registered some time ago and for a larger sum.

It's not in dispute that Mr R (albeit in conjunction with three others) was able to secure a tenancy agreement in January 2017, after Barclays had removed its registered default. But I've seen nothing that would lead me to conclude that Mr R wouldn't have been able to do the same if the default registration had remained.

Also Mr R has provided no documentary evidence that he was refused a tenancy agreement before January 2017 or that the reason for being refused was down to Barclays' default registration.

Therefore on balance I'm not persuaded that Mr R was refused an earlier tenancy agreement as a result of Barclays' registration.

So taking everything into account I'm satisfied that Barclays' offer to refund Mr R £107.64 and to pay him a further £250 represents an appropriate outcome to this complaint.

**my final decision**

My final decision is that I don't uphold this complaint in the sense I find Barclays Bank Plc's already done and offered enough to put things right. I leave it with Mr R to contact Barclays Bank Plc direct if, on reflection, he now wants to accept its offer of £357.64.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 24 April 2017.

Peter Cook  
**ombudsman**