

## **complaint**

Mr B complains that MKDP LLP is pursuing him for a debt, but has failed to provide him with necessary information about that.

## **background**

In 2008 Mr B took out a loan with another business which I shall call C. In 2010, when Mr B had significant arrears on the account, C sold the debt to MKDP. In 2012 Mr B's solicitors began making enquiries with MKDP about the debt, which appeared on his credit report.

Mr B expresses concern that he has not been supplied with various information (such as annual statements and certain notices) and suggests that MKDP may therefore not be entitled to enforce the agreement.

Two different adjudicators gave views on the complaint. Both explained that this service is unable to rule on the issue of whether the debt was legally enforceable. Only a Court could do that. However they said that MKDP had provided sufficient evidence to show that it was entitled to request payment from Mr B. But the second adjudicator also said that she had noticed that MKDP was pursuing Mr B for over £200 more than the debt shown in the end balance with C. Because she could not establish the reason for the difference, MKDP had agreed to reduce the balance to the lower figure.

Mr B's solicitors argued that, now the debt had been assigned to MKDP, any defence against a claim which applied in respect of C now applied to MKDP. Mr B was unable to bring any action against C, as that was no longer a party to the agreement. They asked that we tell MKDP that an entry in Mr B's credit record showing the debt as a default should be altered to show that the matter is disputed or under investigation.

## **my findings**

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

However there is little which I can add to what the adjudicators said. This service is not able to determine whether or not the debt is legally enforceable and if Mr B has complaints about the actions of C, then those would need to be the subject of a separate complaint about C.

The default appears to have been registered whilst C owned the debt, in which case any issue about that would need to be taken up with C. It is open to Mr B to ask for a notice of correction to be included in his credit record to explain matters.

At present I can consider only the actions of MKDP itself. Having seen a copy of the original credit agreement, the statement of account and a letter sent to Mr B by C to explain that the debt had been assigned to MKDP, I cannot see that I have any grounds to believe that MKDP acted unfairly or unreasonably in pursuing Mr B for the debt. Though, like the second adjudicator, without an explanation for why the debt appeared to have increased, I consider that it would not be appropriate for it to seek more than the lower figure of £4,270.04.

**my final decision**

My decision is that I uphold this complaint in part. In full and final settlement I order MKDP LLP to reduce the amount of the debt to £4,270.04.

Hilary Bainbridge  
**ombudsman**