

Complaint reference:
14 018 495

Complaint against:
Gloucester City Council

The Ombudsman's final decision

Summary: There is fault by the Council regarding recovery of Council tax from Mr and Mrs A. I recommended the Council removes £177.50 costs and it has agreed. However, there is no fault regarding missing payments. I recommend Mrs A accepts the Council's offer to check the evidence she has of Mr A's payments.

The complaint

1. Mrs A complains on behalf of her husband Mr A that the Council denies receiving his payments for council tax arrears even though he has receipts. Mrs A also complains the Council has given different amounts and has now sent a bill addressed to her when she did not own the property at the time.

The Ombudsman's role and powers

2. The Ombudsman investigates complaints about 'maladministration' and 'service failure'. In this statement, I have used the word fault to refer to these. She must also consider whether any fault has had an adverse impact on the person making the complaint. I refer to this as 'injustice'. If there has been fault which has caused an injustice, she may suggest a remedy. (*Local Government Act 1974, sections 26(1) and 26A(1)*).

How I considered this complaint

3. I have
 - discussed the issues with the complainant
 - considered the complaint and the copy correspondence provided by the complainant;
 - made enquiries of the Council and considered the comments and documents the Council provided;
 - considered the complainant's and the Council's comments on my provisional view.

What I found

4. Mr and Mrs A moved out of their home which they owned in October 2011. They were in considerable council tax arrears and the Council had obtained liability orders on a number of council tax years. Mr A visited the Council's offices and said he had moved out. He said he was seeking advice from the law centre or the

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- Citizens Advice Bureau regarding his financial situation. He said he would provide documentation by 21 October 2011. The Council says it did not receive anything.
5. Mrs A says Mr A had been paying the arrears since 2008 by making regular payments of £200 every month. He believed he had paid off all the arrears. However, in February 2012 bailiffs visited Mr A at his new home adding charges for visiting. Mr A agreed to pay the bailiffs £40 per month. Mr A came into the Council's offices and confirmed his new address to the Council. He also explained the arrangement he had made with the bailiffs. The Council said this arrangement was only a temporary one and that it would review in August 2012 when he should come in to the Council's offices. The bailiff also wrote to Mr A on 28 February 2012. It confirmed he could pay £40 per month until August 2012 but this would not clear the balance and was a temporary agreement. He must contact the bailiff office once this expired.
 6. Mr A paid £200 between March and July 2012 but then stopped. However, Mr A did not contact the bailiff or the Council in August 2012 regarding the review of the arrangement.
 7. The Council and its bailiffs did not take any recovery action from August 2012 to August 2014. In its response to my enquiries the Council accepts that it should have reviewed the arrangement earlier and follow this up with Mr A when he stopped paying.
 8. In August 2014 the Council's bailiffs sent a letter to Mr A at his new address explaining the new enforcement rules and fees that commenced in April 2014. It said that Mr A had council tax arrears of £1700 and should contact them to make an arrangement.
 9. In September 2014 Mrs A complained to the Council about the bailiff action. She also said that the new local authority she had moved into had taken over the case and it was closed. But the Council was still pursuing arrears for the old property. She said Mr A had paid all the council tax arrears by 2012. She explained he was suffering from dementia and she was acting on his behalf.
 10. On 4 November 2014 the Council wrote to Mr A giving a statement of the outstanding arrears. There were three years with council tax owing, 2009/10, 2010/11, and 2011/12. In total Mr A owed the Council £1711 was outstanding. Of this amount £55.50 was due to charges. The Council stated the total amount of payments received for each year but said it could give further details if he wished. The Council noted that the Mr A's new local authority told him there were no arrears. But it confirmed this was not correct. The Council said it had passed her concerns about the bailiff action on to its bailiff for a response. It said that it would hold recovery action while it responded. The Council said it would take the debts back from its bailiff in order to resolve the situation. However, it said that Mr A must make an arrangement with the Council to pay the arrears.
 11. Mrs A complained further in November 2014. She said that
 - Mr A had paid much more than the amounts the Council stated. The Council had ignored the evidence of payments she had sent which consisted of a list of payments.
 - The Council continued to send letters to Mr A when he had given authority to Mrs A to deal with this matter.
 - The Council had sent a letter in January 2011 saying that £70 was outstanding. How could it now say that he owed over £1700?

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- The Council was continually harassing Mr A and adding charges.
 - She had receipts from 2008 and Mr A had never missed a payment.
 - She calculated the Council owed him money and it should refund it to him.
 - She had proved Mr A had paid the arrears so the Council should investigate its own cashiers department.
12. The Council replied on 11 December 2014. It sent a detailed statement showing the liability and all payments made from 2005. Some payments Mr A made by cheque had been returned due to insufficient funds. The Council said that its statement agreed with much of what Mrs A had set out in her list of payments. But it concluded that Mr A had not overpaid. However, it said that it had removed costs of £7.50 so the amount Mr A now owed was £1704. The Council invited Mrs A to come into the office so that it could go through the payments received.
 13. Mrs A complained further that the Council's calculations were wrong. She said she had absolute proof of all the payments. She said the Council refused to answer why it had not mentioned the outstanding arrears when Mr A came in to the Council.
 14. The Council replied inviting Mrs A to come into the Council's offices with the evidence of payments she had. It said it would be happy to review all the payments with her.
 15. Mrs A replied the Council was patronising. She said that despite Mr A visiting the Council several times it had not mentioned historic arrears. She repeated that the Council gave inconsistent figures in its responses.
 16. The Council replied apologising if Mrs A found the situation is stressful and its responses patronising. The Council gave details of Mr A's two visits in October 2011 and February 2012. In February 2012 he had advised the Council he made an arrangement to pay arrears to the bailiff. It considered Mr A was aware of the arrears. The Council did not find evidence it had sent inaccurate bills. The Council sent copies of bills and explained that payments Mr A made were allocated to the oldest years debt. The Council said that its records did not completely match hers but the purpose of sending statement was to enable her to check her records. The Council requested that she made an arrangement to pay. It said that if she failed to do this it would reissue the bills in both Mr A's and her name.
 17. In February 2015 the Council reissued bills in the joint name of Mr and Mrs A. The Council has advised me that it has withdrawn the liability orders against Mr A therefore it must start the summons and liability order process again. The Council had not withdrawn the costs due to the summons against Mr A or the remaining bailiff costs. In total these amount to £183.
 18. Mrs A said that her records showed Mr A had paid £8300 but the Council's records showed £7500. She said she would get copies of bank statements in order to show the payments he made. She repeated the Council's cashiers must be at fault.

Analysis

19. I have considered the evidence that Mrs A sent to the Council. This consisted of a handwritten list of payments rather than receipts. It covered the period from 2007 to 2012. These payments match the Council's records apart from two items. One is a payment of £208 Mrs A says was paid on 24 April 2008. But the Council says it recorded a payment of £100 on that date. Secondly, the payments Mr A made

to the bailiff amounting to £202.50 were not shown the Council's spreadsheet record. However, the Council's record does show a credit adjustment of £73, and bailiff fees of £42.50 being removed. This total, £115 equates to £202.50-£85(bailiff fees for 2009 and 2011) -£2 (4x £0.50 transaction fees). So I do not consider there are any payments that need investigation apart from the one on 24 April 2008. I suggest that Mrs A sends a copy of the receipt to the Council. She may also wish to send any other evidence of payments she has that she has not already mentioned on her list. I consider that the Council's offer to meet with Mrs A and review the payments alongside her receipts is a reasonable resolution.

20. Mrs A complained the Council has not recognised that Mr A made regular payments every month. However, having seen Mrs A's list of payments and the Council's records it is clear there are gaps in payments.
21. Mrs A complained the Council gave conflicting information. I have considered this and it is correct the Council has given some information in the form of bills, and some in the form of a spreadsheet statement showing all payments for each year. This is slightly confusing but having considered it I find it is consistent. The Council has presented information on payments based on council tax years (from April to March) but Mrs A has questioned it based on calendar years. This too may have caused confusion. However, I am satisfied that the Council has tried to provide relevant information about the payments it received and the liability owed.
22. I have considered the meetings that Mr A had with the Council in October 2011 and February 2012. I consider that these show Mr A was aware of the outstanding debt. However, he did not make any payments after July 2012.
23. There was some fault by the Council in not reviewing matters and pursuing recovery using bailiffs from August 2012 to August 2014. However, I do not consider this caused injustice to Mr A. If it had not been for this fault, the bailiffs would have visited again and added charges.
24. Mrs A complains the Council has made her liable for Mr A's former property but she did not own it. The Council has explained that it can make her liable as the partner of the owner, even if she is not the owner herself. In addition it appears Mrs A lived at the former property with Mr A. I find there is no apparent fault by the Council in making Mrs A liable retrospectively. Mrs A has the right of appeal to the Valuation Tribunal if she disagrees with this. The Council has withdrawn the liability orders for 2009/10, 2010/11 and 2011/12 but not the costs. These amount to £177.50. I consider the Council is at fault in not withdrawing the costs and this has caused injustice. If a liability order is withdrawn the summons cost and any consequent bailiff's costs should also be withdrawn.

Agreed action

25. I recommended the Council removed costs of £177.50 in respect of summons costs and bailiff fees. It has agreed. I have not found fault by the Council regarding missing payments and I consider it has offered a reasonable resolution by inviting Mrs A to come in with the receipts she has so that it can check these and if necessary investigate.

Final decision

26. The Council has agreed to the remedy I recommended so I have completed my investigation and closed the complaint.

Investigator's decision on behalf of the Ombudsman