

Report by the Local Government Ombudsman

Investigation into a complaint against Bury Metropolitan Borough Council (reference number: 13 019 267)

22 July 2015

The Ombudsman's role

For 40 years the Ombudsman has independently and impartially investigated complaints. We effectively resolve disputes about councils and other bodies in our jurisdiction by recommending redress which is proportionate, appropriate and reasonable based on all the facts of the complaint. Our service is free of charge.

Each case which comes to the Ombudsman is different and we take the individual needs and circumstances of the person complaining to us into account when we make recommendations to remedy injustice caused by fault.

We have no legal power to force councils to follow our recommendations, but they almost always do. Some of the things we might ask a council to do are:

- > apologise
- > pay a financial remedy
- > improve its procedures so similar problems don't happen again.

Investigation into complaint number 13 019 267 against Bury Metropolitan Borough Council

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Section 30 of the 1974 Local Government Act says that a report should not normally name or identify any person. The people involved in this complaint are referred to by a letter or job role.

Key to names used

Mr B - the first complainant

Mr C - the second complainant

Mr D - the third complainant (and representative of Mr B and Mr C)

Report summary

Council Tax

Mr D complains on behalf of Mr B and Mr C about the actions of a bailiff employed by Rossendales (a company of enforcement agents) instructed by the Council to collect council tax arrears owed by Mr B. In December 2013 the bailiff visited Mr B while he was staying with Mr C and threatened to remove and sell goods owned by Mr C to clear the debt. Mr C paid Mr B's debt, but Mr D says this was only under duress.

Finding

Fault found causing injustice and recommendations made.

Recommendations

The Council has agreed to:

- refund Mr C the money he paid on behalf of Mr B; it should also apologise to him for the distress its actions caused and pay him an additional £250 in recognition of this;
- write-off any remaining council tax debt owed by Mr B's estate;
- apologise to Mr D;
- introduce a policy that it will review video footage shot by bailiffs where this is available and might be relevant to a complaint;
- review its current approach to the seizure of third party goods by bailiffs; we recommend a re-wording to reflect a more balanced approach when a bailiff is on third party property in line with comments made in the body of the report.

We further recommend that it:

- pay Mr D £250 in recognition of the distress caused by its bailiff;
- provide satisfactory proof that Rossendales has addressed with its bailiffs those parts of the Greater Manchester Consortium Agreement and associated documents (including the Code of Conduct) that were not followed on this occasion; it should provide evidence that Rossendales has taken action to ensure all its bailiffs know those parts of the Code covering courtesy; identification; proper adherence to Data Protection Act principles and the correct approach to seizure of third party goods.

Introduction

1. Mr D complains on behalf of Mr B and Mr C. Mr B owed council tax arrears to the Council. It instructed Rossendales, a company of enforcement agents (bailiffs) to collect these. At the time Rossendales became involved Mr B's mortgage lender had repossessed the home for which he owed council tax. He was therefore staying with his friend, Mr C. One of Rossendales' bailiffs visited Mr B while he was alone at Mr C's home. During that visit Mr C and Mr D also arrived at the property in response to telephone calls from Mr B. They jointly complained about the conduct of the bailiff during the visit. Mr D says the bailiff was rude (including personally insulting him); refused to show identification (ID) and refused to discuss Mr B's circumstances. He also says the bailiff wrongly threatened to remove goods at the house which belonged to Mr C. In the end Mr C settled the debt as Mr B had no funds to do so, but Mr D argues he only did this under duress as the bailiff was at that point threatening to take goods from the property.

Legal and administrative background

The law concerning bailiffs and council tax

2. Where a sum of council tax is unpaid the Council may seek an order from the Magistrates Court known as a liability order. This confirms the amount owed and who is liable to pay it. The Council then has several choices available to try to pursue the debt, one of which is instructing bailiffs (**Regulation 45 of The Council Tax (Administration and Enforcement) Regulations 1992**). When collecting council tax arrears, bailiffs may identify goods they can remove and sell to pay the debt; known as a 'levy of distress'. Another option a council can pursue is an Attachment of Benefits. It can apply to the Department of Work and Pensions to deduct money from certain benefits including Job Seekers Allowance (JSA).
3. The law about bailiffs is a combination of statute law, case law and common law. The Tribunals, Courts and Enforcement Act 2007 made major changes to the law; bringing together in one unified system enforcement for rent, local taxation, parking or debt recoverable in the county or high court by 'taking control of goods'. However the Act did not take effect until April 2014. This post-dates the events covered by this complaint.
4. The Ombudsman investigates complaints about councils and certain other bodies. Where an individual, organisation or private company (such as a bailiff) is providing services on behalf of a council, the Ombudsman can investigate complaints about the action of these providers. (**Local Government Act 1974, section 25(7)**)

The law concerning bailiff's powers and the seizure of goods belonging to third parties

5. A bailiff cannot usually take goods belonging to anyone other than the debtor. However, a bailiff can attend a third party's property if they believe the debtor's goods are there (see **Ratcliffe v Burton (1802) quoted by 'Law of Seizure of Goods' by John Kruse 2009**). A bailiff can enter a third party's property peaceably to search for a debtor's goods (see **Biscop v White (1600) – source as above**).

6. If a bailiff seizes goods belonging to a third party, the law allows for that third party to try and reclaim goods wrongly taken. This is by application to the Courts and a procedure known as “interpleader”. In brief the third party declares to a Court that the goods belong to them. The bailiff can contest the claim and if they do so, a Judge can decide the issue based on evidence presented by both parties. Since April 2014 the procedure has required the third party to first present details of their claim to the bailiff (*Civil Procedure Rules 85*).

The Council’s contractual relationship with its bailiffs

7. The Council was one of nine authorities in Greater Manchester that commissioned bailiff services jointly. The nine authorities were signatories to “*Greater Manchester Consortium – Provision of Bailiff Services Document*”. This set out that the authorities jointly commissioned services from three bailiff companies including Rossendales, which the Council had used for almost 40 years. Since the events covered by this complaint the Greater Manchester Consortium has ceased to exist and councils in the region now commission bailiff services separately.
8. Among other matters the Provision of Bailiff Services Document said:
 - the Contractor shall at all times carry out all instructions and perform the Service in accordance with the Contract, Specification and standards, including the Greater Manchester Consortium Code of Practice (point 4.3).
 - the Contractor shall ensure that the bailiffs carry an identity card at all times when providing the service and produce such card to the debtor without being asked and also show such card to any person who has reason to require to see such card on request. Any personnel of the Contractor shall disclose her/his identity and status as personnel of the Contractor and shall not attempt to avoid so doing (9.3).
 - the Contractor will be expected to deal with all complaints received in a prompt, courteous and effective manner, either verbally or in writing, as appropriate. A response to all complaints must be made within seven working days of receipt (21.3).
9. A supplementary agreement referred to the collection of liability orders. Among other matters this said:
 - the Council’s approach to debt recovery is “firm, but fair”. In this context it must be accepted that bailiff action will be seen as a last option. Prior to cases being issued to the Contractor, Council revenues staff will make all reasonable and diligent efforts to find an alternative method of recovery, using all available paper records and computer based records (point 1.1).
 - the Contractor will be expected to explore all avenues before seizure of goods is carried out. This does not mean that the Council will not authorise the seizure of goods, but that the Contractor must be absolutely sure that no other course of action will successfully recover the debt and any outstanding fees (1.2).

- all Contractor's employees must refrain from any action which is likely to bring the Council into disrepute, regardless of provocation, they must be courteous at all times and deal with debtors in a firm but humane and fair manner (2.3).
- all Contractor's employees must remember at all times that they are acting on behalf of the Council and as such, their behaviour, appearance and attitude must be in keeping with the high customer service standards demanded by the Council (2.4).
- the authorisation of the Council and the bailiff's identity card must be carried at all times and produced to the debtor without being asked and the Contractor's employees will also show such identification to any person who has reason to require it (2.5).
- the Contractor will be aware of the sensitive nature of distress for local revenue collection. The bailiff should at all times use his professional judgement and enquire back to the Council for further advice if he/she considers that due to the personal circumstances of the debtor, it would be inappropriate to proceed to levy distress. Particularly, if the following circumstances are encountered:
 - **Income Support/Income-Based Jobseekers Allowance** – the debtor provides proof that they or their partner is in receipt of Income Support or Income-Based Jobseekers Allowance and provides details of their National Insurance number.
 - **Unemployment** - this includes debtors or their partners who do not earn a wage. This does not apply if one of a couple is working (4.1).
- only goods belonging to the debtor may be seized. Should any situation arise where the ownership of goods is disputed, e.g. subject to a hire purchase or rental agreement or the goods are claimed to be owned by somebody other than the debtor named on the Liability Order, the Contractor shall obtain proof of alternative ownership from the debtor (4.8).

10. Further there is also the 'Bailiff Code of Practice' referred to at paragraph 8 above. Amongst other matters this says:

- bailiffs/bailiff and employees, contractors and agents of the bailiff firm must be aware that they represent the Council in their dealings with debtors. They should at all times act lawfully and in accordance with the provisions of the Local Government Finance Act 1992. They should also act in a responsible, professional and courteous manner and be aware that their behaviour, appearance and attitude have a great influence on the success of the debt recovery process (point 6).
- the bailiff must adopt a firm but correct attitude when dealing with the public, they must be polite and courteous and avoid being provoked by vexatious debtors. In the event of a breach of the peace occurring as a result of a bailiff visit, the Council must be debriefed of the circumstances as soon as practicable (point 7).

- the bailiff must comply with Data Protection legislation where applicable and should be aware of the relevant Articles in Human Rights legislation (8).
- the bailiff should at all times **use his professional judgement** to refer back to the Council if he considers that, due to the personal circumstances of the debtor, it would be inappropriate to proceed to levy distress. In particular, cases such as: [...] is unemployed and provides proof that they are in receipt of Income Support or Job Seekers Allowance or Pension Credit from the DWP and details are obtained of the debtors N.I. number. (point 14)(emphasis as per original)
- only goods belonging to the debtor may be seized, goods subject to H.P. or credit sale will not be removed in accordance with the Consumer Credits Act 1974 (point 19).

How we considered this complaint

11. This report has been produced following the examination of relevant files and documents and interviews with the complainant and relevant employees of the Council and Rossendales. This included viewing film of a visit to Mr C's property by a bailiff.
12. The complainant and the Council were given a confidential draft of this report and invited to comment. The comments received were taken into account before the report was finalised.

Investigation

13. The events covered by this complaint begin in August 2013 when the Council obtained a liability order against Mr B for non payment of council tax at an address in its area. The debt was for a former home owned by Mr B, repossessed by his mortgage lender. In October 2013 Mr B was living with his friend Mr C at another address in the Council's area. He owed around £780 in unpaid council tax covering the previous two financial years.
14. Mr B contacted the Council in August 2013 to discuss his council tax arrears and told it of his change of address. Mr B said he was unemployed and would claim Job Seekers Allowance (JSA). He agreed he would pay £20 a week to clear his arrears. But he made no payments to the Council in line with this arrangement.
15. Around a month later, during September 2013, the Council instructed Rossendales to collect the outstanding council tax arrears. The Council said it did not try and collect the debt through an attachment of benefits, despite Mr B saying he would claim JSA, as this would have taken too long to collect.
16. In October 2013 Mr B again contacted the Council by telephone. The notes say he *"was talking about claiming benefit at new address but does not have a tenancy agreement and he does not pay rent.. he has no money"*. The Council decided not to recall the debt from Rossendales as Mr B had not kept to the earlier arrangement.

17. In early November 2013 a bailiff from Rossendales visited Mr B for the first time. Mr B told the bailiff that Mr C's home was a 'care of' address and that he was 'waiting for JSA'. He also told the bailiff that he would clear his council tax debt when his repossessed property was sold. Rossendales say that they could only have accepted this proposal if Mr B had given them a "solicitor's undertaking" that the proceeds of sale would go to the bailiff. The company says it has no reason to believe this advice was not given to Mr B.
18. The bailiff gave Mr B an income and expenses form, to set out in more detail his financial circumstances. Mr B said he returned this. But Rossendales have no record of receiving the form.
19. In early December 2013 a second bailiff therefore visited Mr B at Mr C's home. He says that at first Mr B was rude to him and he threw away paperwork he tried to give him. But as Mr B left the door open the bailiff entered the house. The bailiff was at Mr C's home for around 90 minutes. He wore a body camera and filmed around 40 minutes of footage during his visit. During the visit Mr B telephoned both Mr C and Mr D (who was both a friend and solicitor). They arrived in turn at Mr C's home during the visit. The bailiff turned off his camera during pauses while waiting first for Mr C and then for Mr D to arrive.
20. The recording shows the bailiff advised Mr B that he was collecting a debt for a liability order at Mr C's address. Mr B told the bailiff that Mr C was the owner of the property and contents; something later repeated by Mr C and Mr D. The bailiff told all three repeatedly that Mr C would need to provide proof of his ownership of all the goods in the house. This was despite Mr C pointing out the age of some of the items in the house and that he had not kept receipts for them, which the bailiff accepted. However, he continued to ask for proof and said he could take any goods from the house *"under the laws of distress"*.
21. The bailiff said this was *"standard bailiff practice"* when told goods belong to a third party. Rossendales also comment that *"due to the nature of the job our bailiffs do, they are often given incorrect information by a tax payer in an attempt to stall the process of collection [...] as such where ownership of goods is challenged it is for the tax payer to provide the necessary proof [...]. provided our bailiff has reasonable cause to believe they belong to the tax payer then it is appropriate for them to levy"*.
22. Mr B first asked the bailiff to speak to Mr D on the telephone. However, the bailiff refused to talk to Mr D saying he could not discuss Mr B's affairs with him due to *"data protection"*. He also refused to give his name when asked by Mr B.
23. When Mr D arrived at Mr C's home he had a brief conversation with the bailiff. He challenged the bailiff on whether he could remove goods belonging to a third party and questioned what he would do if visiting a debtor in a hotel. At this point the bailiff started speaking loudly over Mr D saying he was *"shutting dead"* any further conversation and would refuse to discuss the matter further due to *"data protection"*. Mr D told the bailiff he found him aggressive, threatened to sue him on behalf of Mr B and subsequently called him a *"smart arse"*. The bailiff then called Mr D *"a dick"*. When Mr D confronted the bailiff about this, the bailiff told him he was *"hearing things"*. The bailiff says that Mr D had *"got his back up"* and had also threatened him when his camera was turned off.

24. During the visit Mr B told the bailiff his home was repossessed; something repeated by Mr C and Mr D. The bailiff did not ask about Mr B's financial circumstances; something Rossendales acknowledges he should have done. There was no discussion of any financial payment arrangement. The bailiff said Mr B should *"ring round friends and family"* if he could not pay himself.
25. While the bailiff was at Mr C's house, Mr D rang Rossendales office and spoke to its then complaints manager. The manager had the authority to put a hold on the recovery action. They tried to call the bailiff to discuss the case but without success. The manager decided not to intervene on the basis of her conversation with Mr D alone. This was because they did not speak to the bailiff and therefore considered they could not come to a view on whether his actions were appropriate.
26. Mr B called the police to Mr C's home and they attended to ensure there was no breach of the peace. While the police attended the bailiff walked around the downstairs of the property and identified items he said he would remove if the debt was not paid. It was at this point that Mr C said he would pay the debt for Mr B.
27. Because the police attended the bailiff completed an "Incident Report". This required Rossendales' Complaints Manager and its Performance Manager to review the body camera footage. They considered the bailiff's manner could have been better but saw no reason to take further action in response. The former Complaints Manager said she did not notice the bailiff refusing to discuss the case citing data protection laws or him insulting Mr D. The company says it should have noted the bailiff's refusal to discuss the case with Mr D, which was wrong but that the insult could not be clearly heard on the recording. The company defended the bailiff's right to threaten removal of items from the property without proof they belonged to Mr C. It says that it cannot simply accept statements about ownership of goods at 'face value' and must carry out a "diligent search" for a debtor's goods.
28. Shortly after the visit Mr D wrote a complaint on behalf of Mr B and Mr C. After three reminders, sent in early and mid January and early February 2014, Rossendales replied. It provided the explanation quoted in paragraph 21 above explaining why the bailiff threatened to remove goods from Mr C's home. The reply said the bailiff showed he had *"adopted a firm and matter of fact approach"*. The Council later apologised for the delay in reply.
29. Mr D replied to Rossendales letter and said the bailiff had been repeatedly told the property in the house belonged to Mr C. He also pointed out the bailiff's failure to identify himself and said his attitude was threatening.
30. The Council replied to that letter in March 2014 at the second stage of its complaint procedure. It said it had carried out a *"thorough investigation"*. Its reply said *"I am satisfied that [the bailiffs] did not act out of order"* and *"I am satisfied with the bailiff's explanation that the payment was offered and taken without any pressure or duress"*. No-one from the Council viewed the camera footage before sending this reply. The Council accepted the earlier assurances provided by Rossendales that the complaint should not be upheld.

31. Reflecting on the events covered by this complaint the Council now says it should have viewed Rossendales' footage before replying to Mr D's complaint. It recognises the bailiff's behaviour was unacceptable given his insult to Mr D, his failure to show ID and his refusal to talk about the case. The Council considers the bailiff should have made more effort to identify belongings owned by Mr B. However, it defends passing the debt to Rossendales because of Mr B's arrears and failure to keep to payment arrangements. It also considers the bailiff could legitimately ask Mr C for proof that items in his house belonged to him. The Council says it is now willing to refund Mr C the money he paid for Mr B, which totalled around £1100 including the bailiff's costs.
32. Mr B passed away suddenly and unexpectedly in January 2015. The Council says it is also willing to consider writing off any debt owed by his estate.

Conclusions

Was there fault?

The Council's actions passing Mr B's debt to Rossendales

33. There is no reason to doubt the Council followed the correct billing and collection procedure for council tax up to when it issued Liability Orders against Mr B. In August 2013 it then entered a payment arrangement with Mr B. It did so despite knowing he had no weekly income and was to claim benefits. It is not therefore clear how the Council expected Mr B to keep to this arrangement, as it seems highly unlikely that even after receiving JSA, Mr B could afford £20 a week. Mr B agreed to the arrangement, but even so this was fault by the Council. It should at least have kept a record of how it considered Mr B's ability to repay given what it knew of his circumstances then.
34. It flows from the above that we do not consider the Council justified in passing this complaint to bailiffs when Mr B failed to keep to this arrangement. It says in its agreement with the bailiffs that it makes 'all reasonable and diligent' attempts to collect a debt before it takes this step. Its policy also says using bailiffs will only be the 'last option'; which suggests reasonable attempts should be made to consider other alternatives first. But it did not make such attempts, or properly consider other alternatives here. It did not do more to explore affordable repayment arrangements with Mr B before it passed his debt to Rossendales, despite knowing the arrangement struck in August was probably unaffordable. Nor did it adequately consider using an Attachment of Benefit order. We recognise Mr B did not contact the Council after setting the original repayment arrangement and had allowed his arrears to increase to nearly £800. We also accept an attachment order could have meant a long wait for the debt to be repaid. But if the Council says using bailiffs is a 'last option' it should be able to show that. It cannot do so here and that is fault.
35. The Council should also have re-considered the suitability of using bailiffs in response to Mr B's contact on 14 October 2013. He told it of his financial situation. The Council had a chance to reflect on its choices again and/or obtain more information from Mr B about his circumstances. It did not do so. That was fault.

Rossendales' collection of the debt

36. Rossendales imply that after one of their bailiffs visited Mr B at Mr C's house in November 2013, Mr B could have arranged to settle his debt from any proceeds of his house sale. Rossendales say this could have been done had it received a solicitor's undertaking. This would be consistent with its agreement with the Council on collection of liability orders at point 1.2. But there is no evidence to confirm the company advised Mr B of this at the time. If this was an alternative it should have explained this to Mr B and recorded that it gave that advice. The failure to do this was fault.
37. We cannot come to a view on whether Mr B returned an income and expenses form to Rossendales and if it should have reconsidered collection at that point. This is because there is no evidence to support Mr B's account that he returned that form to the company.
38. But there were several failings in the bailiff's conduct in December when Rossendales visited Mr B for a second time at Mr C's house. First, the bailiff refused to identify himself, he was rude and he personally insulted Mr D. These were clear breaches of the bailiff's Code of Practice at points 6 and 7 and a breach of points 2.3, 2.4 and 2.5 of the agreement between Rossendales and the Council. We do not accept the bailiff was provoked by Mr D. The bailiff raised his voice to Mr D, refused to talk further to him and then insulted him in quick succession when Mr D appears from the footage to have just entered the property. It seems highly doubtful therefore that Mr D could have made any threat towards the bailiff as he claims. It is accepted Mr D also insulted the bailiff but it is clear he had already put the bailiff's "back up" as he asked difficult questions the bailiff could not properly answer about the seizure of third party goods. The conduct of the bailiff was wholly unacceptable in response. This was fault.
39. Second, it is clear the bailiff wrongly referred to the Data Protection Act in refusing to engage with Mr D. Mr D was in the presence of Mr B and there was nothing to prevent the bailiff talking to him. This was a breach of point 8 of the Bailiff Code of Practice and the refusal to discuss the case was fault.
40. Third, it was fault for the bailiff not to make further enquiries into Mr B's circumstances (points 3.2 and 4.1 of the agreement with the Council refer and point 14 of the Bailiff Code of Practice). At no point did the bailiff ask Mr B about his financial circumstances; what had happened to his personal possessions following repossession of his home or what possessions he kept at Mr C's property and where.
41. Fourth, it flows from the above that the bailiff had no reasonable grounds to consider the property and possessions in Mr C's home belonged to Mr B. The bailiff had the right to ask Mr B what possessions he had and where he kept those. But that is not what he did. Instead he assumed all items in the property belonged to Mr B even though he had the word of Mr B, Mr C and Mr D that the property and possessions belonged to Mr C. A simple check with the Council would have confirmed the address was that of Mr C and had been for many years and so he had no reason to think the possessions in the home belonged to Mr B instead.
42. We note here the wording of clause 4.8 of the agreement between the Council and its bailiffs on collection of liability orders and find it inadequate for this situation. The

agreement implies the only test for third party goods is whether there is “proof” they belong to the third party. This might be reasonable where a visit takes place at the debtor’s home and they claim goods belong to someone else. But in circumstances where all the evidence suggests from the outset goods are more likely to belong to a third party, because the visit takes place on third party property, then the bailiff should adopt a less rigid approach. A bailiff should weigh all the evidence they have of ownership and not just insist on someone providing proof.

43. We find the bailiff’s refusal to exercise any common sense in this case; his aggressive attitude and clear threat to remove Mr C’s goods put Mr C in a position where he considered he had to settle this debt; even though he had no legal liability to do so. We agree with Mr D therefore that Mr C only paid under duress. This was fault.

The handling of complaints

44. There were further failings in how Rossendales and the Council handled Mr D’s complaints. There was an initial failure to acknowledge the complaint and a delay in reply; although the Council provided an apology for this. But the camera footage revealed the other obvious failings in the conduct of the bailiff described above; i.e. the rudeness; failure to identify himself and failure to discuss the case with a solicitor on spurious grounds. It stretches credibility that anyone could view that footage and not pick up on some or all of these matters. For Rossendales to then fail to offer any recognition of its bailiff’s failings or any apology in reply to Mr D’s complaint was unacceptable. This would be so, even if the company still considered the bailiff acted reasonably in threatening the possessions in Mr C’s house. Rossendales’ poor handling of the complaint justifies a finding of fault.
45. The Council’s investigation of this complaint was also inadequate. It said it had undertaken a “*thorough investigation*” but it did nothing of the sort and instead relied on Rossendales’ own word that the complaint should not be upheld. Viewing the camera footage would have quickly showed the legitimacy of the complaint. It was also wrong for the Council not to tackle its bailiffs on what “*reasonable grounds*” they had for assuming property in Mr C’s home belonged to Mr B. The Council’s handling of the complaint justifies a further finding of fault.

Injustice

46. The faults described at paragraphs 33 to 35 caused injustice to Mr B. There is uncertainty about whether his debt need ever have been passed to Rossendales to collect had the Council followed the approach it sets out in its agreement with its bailiffs.
47. The faults in the conduct of the bailiff described in paragraphs 36 to 43 caused injustice to Mr B, Mr C and Mr D. All three were caused distress by the bailiff’s conduct, especially Mr C who faced the loss of his possessions. Mr D was also personally insulted.
48. The faults described in paragraphs 44 and 45 compounded that distress as Mr B, Mr C and Mr D should have had some recognition of the bailiff’s unacceptable conduct. These faults also caused them unnecessary time and trouble pursuing their complaint.

Decision

49. We have completed our investigation into this complaint. There was fault by the Council causing injustice to Mr B, Mr C and Mr D. The Council should take the action described below to remedy that injustice.

Recommendations

50. To remedy the injustice described in paragraphs 46 to 48 above the Council agrees that within a month of the date of this report it will:

- refund Mr C the money he paid on Mr B's council tax account as it has suggested; it should also apologise to him for the distress its actions caused and pay him an additional £250 in recognition of this;
- write-off any remaining council tax debt owed by Mr B's estate as it has suggested;
- provide an apology to Mr D.

The Council has also agreed to:

- adopt as policy that it will review video footage where this is available and might be relevant to a complaint.
- review the approach taken to the seizure of third party goods by bailiffs when it next reviews its commissioning of bailiff services (in 2016); we recommend a more balanced approach when a bailiff is on third party property in line with the comments at paragraph 42 above; we note that while the law has changed since April 2014 in situations such as this a third party may still feel pressured to settle a debt they are not legally obliged to because even though a third party has rights to recover goods wrongly seized they may not be aware of this when a bailiff visits and act to prevent any removal at all.

51. In addition we recommend the Council also:

- pay Mr D £250 in recognition of the injustice caused by the bailiff's actions;
- provide satisfactory proof that Rossendales has addressed with its bailiffs those parts of the Greater Manchester Consortium Agreement and associated documents (including the Code of Conduct) that were not followed on this occasion; it should provide evidence that Rossendales has taken action to ensure all its bailiffs know the importance of the those parts of the Code covering courtesy; identification; proper adherence to Data Protection Act principles and the correct approach to third party goods.