

complaint

Mr C complains that Morses Club Limited wrongly passed on his address to a third party.

background

Mr C's former partner had an account with Morses Club which he agreed to pay when they separated. He says his former partner has mental health issues and had been harassing him and making threats. However Morses Club said it needed his address, and he gave it on the understanding it would not be passed on. However Mr C later heard that his former partner had been given the address by Morses Club. At that point he had just agreed to take a new six month tenancy agreement, and he was anxious now his former partner knew where he was living. When he complained Morses Club eventually agreed to pay him £695 towards one month's rent and £300 compensation for the stress caused. Mr C thought Morses Club should pay the full six month's rent if he needed to move, moving costs, a new tenancy fee and additional compensation for the stress and inconvenience. He also thought it should refund £800 he had already paid to the account.

Our adjudicator did not recommend that the complaint was upheld. She thought that the offer already made by Morses Club was fair and reasonable. She said she wasn't able say that Morses Club should offer the next six months rent if Mr C had to move.

Mr C asked for an ombudsman to review his complaint. He said he could understand why the adjudicator thought the offer regarding rent was fair and reasonable, and would check what his notice period was if he did need to move. But he felt the £300 compensation was far from reasonable. But for this problem he would have been happy to stay at that address for years, but now he would have to move either at the end of six months - or earlier if threats kept happening. The £300 would not even cover the cost of moving let alone the stress it had caused and the effects on his work. Later he told us about an issue with his former partner's situation, which he felt made his situation worse.

my findings

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

There is no dispute that Morses Club wrongly gave Mr C's former partner his address. The issue at dispute is whether the compensation offered so far is adequate. Releasing information in that way would always be a concern, and I can understand why, in the situation Mr C describes, it would be a cause of particular anxiety and stress to him.

The timing of this was particularly unfortunate in relation to Mr C's tenancy. An initial tenancy was due to end in early March. In late December the letting agent had told Mr C that he needed to let them know in the next 31 days whether he wished to stay or leave at that point. The letter said that if he wished to stay he would normally be asked to sign another six or twelve month tenancy agreement, though there might be an option to continue on a month by month basis. Towards the end of January Mr C had told the letting agent that he wished to stay for another six months. It was in early February that Mr C discovered that his address had been disclosed. He complained to Morses Club straight away, but still went ahead and signed the new six month agreement in mid-February: that commits him to paying rent for the full six months from March. He said that he did that because the agent would have

needed to know by the end of January if he was leaving in March, to enable the landlord to remarket the property.

It is a pity that Mr C went ahead and signed a new six month contract if he felt he would definitely need to move. If his original agreement was similar to the new one, he was actually only required to give a month's notice if he was leaving at the end of that tenancy. He could then either have moved in March if he felt he now needed to move in any event. Or possibly the landlord might have been willing in the circumstances to extend his previous tenancy on a month to month basis (in case serious problems arose), rather than offering only a new six month contract. But I can also understand, given what the agent had said originally and the timing, why Mr C might feel he needed to go ahead, and the landlord might not have been willing to renew on a monthly basis.

On the other hand it does not seem reasonable to expect Morses Club to cover the whole cost of the six month tenancy now, when Mr C signed that agreement after he discovered the issue and when no significant additional problems may occur. Hopefully the risk of problems may reduce as time goes by. But clearly Mr C should be compensated for the inevitable extra worry about that.

On balance I think the offer of £695 (covering one month's rent) and £300 is fair and reasonable in the current situation. If no significant extra problems arise during Mr C's current tenancy, but he decides nevertheless to move at the end of that, it would provide a reasonable contribution towards the cost of a move and compensation for the inconvenience and worry of the situation. The original decision that Mr C would make payments into the account for his former partner was a matter between the two of them. I don't think the current situation means that Morses Club is under any obligation to refund that money.

I understand that Morses Club has already sent Mr C cheques for the compensation it offered. When I am not asking Morses Club to do more than it has done already, then I do not have grounds to uphold the complaint. If major problems arise which mean Mr C must move for his safety before the end of the current the six month tenancy, then I think Mr C should feel free to go back to Morses Club.

my final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 May 2016.

Hilary Bainbridge
ombudsman.