

## SPSO decision report

**Case:** 201204798, The Moray Council  
**Sector:** local government  
**Subject:** policy/administration  
**Outcome:** not upheld, no recommendations

### Summary

Mr C had been a council tenant, but when his tenancy was terminated he was unable to store his belongings. The council had a statutory duty to protect his property as he was considered homeless, so they arranged for this to be packed up and taken into storage. They told him that they would pay the storage costs for him, but he would be liable to repay these when he was able to do so. Mr C was given a new council tenancy some five months later, and the council had the property taken out of storage and delivered to him. They also paid the fees for this, then re-charged all the costs to him. Mr C disputed the charges, saying that they were more than the fees quoted on the agreement, and queried the invoice from the removal firm that delivered the property to him. He had contacted the firm and was quoted a fee of £55 per hour and was told the job would probably only have taken about three hours. The council had charged him £291.50.

Our investigation found that the amounts re-charged to Mr C were the amounts the council had paid on his behalf. The agreement made it clear that the fees quoted were based on using one storage unit, but Mr C's property had taken more space than that. Similarly, the invoice from the removal firm added up to four hours work at the rate quoted to Mr C, plus VAT and insurance. It is not for us to decide if the amount charged by the firm was correct and we considered it reasonable for the council to re-charge Mr C for what they had paid on his behalf. We also noted that the legislation covering such matters allows for re-charging.

Mr C also complained that some of his property was missing. Some was found when Mr C brought this to the council's attention. Some property was damaged and the council had accepted Mr C's estimate of replacement costs and reduced the amount he owed them by this amount. Some items were not found but did not appear on the inventory taken when Mr C's property was packed up. We could not find out what had happened to these, but we did not uphold the complaint as there was no evidence to prove that they were lost or stolen while in the safekeeping of the council. We found that the council had taken reasonable steps to investigate these matters and had responded appropriately about them.