

Case: 201100531, The Moray Council
Sector: local government
Subject: trading standards
Outcome: some upheld, no recommendations

Summary

Mrs C purchased a housing plot in a rural location from a landowner in 1996 and the contract of sale included a right of pre-emption to the landowner should she decide to sell, and obligations regarding contributing to works on an access track and for water supplied by the landowner to the site. Mrs C's plans to build did not materialise and in 2008 she sought to sell. When the landowner became aware of this, he offered to make a quick decision on exercising his right of pre-emption in return for a cheque for a particular sum in relation to works to the track. Delay would lead to a recalculation of the amount owed. After various solicitors letters, the amount sought by the landowner tripled. The landowner also threatened to open a quarry exercising permitted development rights. Mrs C refused to pay, the landowner served an inhibition on sale, and the matter went to court. The decision in 2010 was on balance in Mrs C's favour.

When Mrs C first approached the council in 2008, she was given advice by trading standards on the water charges. When she contacted them again when matters were before the courts, she was informed that she should await the outcome of those proceedings. After contacting the council in the latter part of 2010, trading standards arranged for various witness statements to be taken and then, on seeking the advice of the council's legal section they decided they could take no action as the matter was too old.

Mrs C made four allegations against the council, three relating to trading standards and one relating to planning. At the final stage of the council's consideration of the matter they accepted that the service they provided in relation to the Consumer Protection from Unfair Trading Regulations 2008 was flawed and two of Mrs C's complaints were upheld. A third complaint relating to the Enterprise Act 2002 was not upheld. While the council's planning service correctly informed Mrs C that they would not take action on a threat, as opposed to a breach of development control, they had informed Mrs C that they

could write to the landowner concerned reminding him of the Agricultural Prior Notification procedures but then decided against that course of action but did not inform Mrs C. On balance, therefore, we also upheld that complaint.