

## **The Ombudsman's final decision**

Summary: Mrs X complained about how the Council managed the purchase of a piece of one piece of land, and the maintenance of another adjacent piece of land. We have found the Council at fault for causing delays, poor communication and lack of a maintenance regime for Council-owned land.

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## **The complaint**

1. Mrs X complained about:
  - How the Council has handled her request to purchase a parcel of land (Land A) near her home that she has been using as a garden for 25 years.
  - The Council's failure to maintain a larger parcel of land (Land B) next to a new road. This resulted in a rat infestation.

## **The Ombudsman's role and powers**

2. We investigate complaints about 'maladministration' and 'service failure'. In this statement, I have used the word fault to refer to these. We 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 significant injustice, or that could cause injustice to others in the future we may suggest a remedy. (Local Government Act 1974, sections 26(1) and 26A(1), as amended)
3. If we are satisfied with an organisation's actions or proposed actions, we can complete our investigation and issue a decision statement. (Local Government Act 1974, section 30(1B) and 34H(i), as amended)

## **How I considered this complaint**

4. I have considered Mrs X's complaint and have spoken to her about it.
5. I have also considered the Council's response to Mrs X and to my enquiries.
6. Mrs X and the Council had an opportunity to comment on my draft decision. I considered any comments received before making a final decision.

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## **What I found**

### **Legal issues**

#### **Crichel Down Rules**

7. The Crichel Down Rules are non-statutory rules, dating from the 1950s (although they have been revised more recently), relating to the offer back to the previous owners of surplus government land that was acquired from the previous owners by, or under the threat of, compulsory purchase.

### **What happened**

#### **Background**

8. Mrs X moved in her property in 1998 and began using Land A as a garden with permission from the landowner. Mrs X's attempt to purchase the land was halted as the Council were considering the compulsory purchase of the land as part of a highway scheme.
9. During 2015 and 2016, the Council completed the highway scheme. It did not compulsory purchase the land in the end but purchased it when it was under threat of compulsory purchase.
10. Land A and Land B remained vacant.

#### **Purchase of Land A**

11. Mrs X approached the Council in 2019 to try and purchase Land A. Between 2019 and 2023, Mrs X regularly contacted the Council for an update of the purchase. She recognised that the Covid-19 pandemic would have impacted on the process. In April 2021, the Council apologised for the delay in responding and said it would draft some terms for the sale. After further chasing, in May, the Council confirmed it had drawn up the plans of the site, but it needed to issue terms. Over the next year, Mrs X continued to contact the Council and complained about the lack of response or progress in May 2022.
12. In July 2022, the Council contacted Mrs X. It confirmed that Land A was purchased by agreement in advance of a compulsory purchase order. He explained the Council had to offer back any surplus land to the original vendor before putting it back on the open market.
13. In January 2023, in response to Mrs X's escalation to stage 2 of the complaint process, the Council said it was assessing whether the Crichel Down Rules apply. In March, the Council asked Mrs X to confirm which land she wanted to purchase. In April, the Council asked Mrs X for evidence that she had been using Land A for the past 25 years.
14. In response to my enquiries, the Council said that in an email dated 6 November 2023, legal services confirmed that Crichel Down Rules apply to Land A and the Council intends to contact the previous owner before it can be offered to Mrs X.

#### **Maintenance of Land B**

15. In 2021, Mrs X contacted the Council about Land B. She said the Council was not maintaining it as it should, and the land was overgrown, infested with rats and a broken drain was present. Later that month, the Council cleared the site, and dealt with the rats.
16. These problems reoccurred in the summer of 2022 and 2023. Mrs X contacted the Council again. The Council said it had not included Land B within a regular work programme. Instead, it sends annual reminders to the Highways

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department. The Council confirmed that Land B is not part of the adopted highway.

### **My findings**

17. In general, the Council's communication with Mrs X has been poor. Mrs X has repeatedly chased the Council for updates regarding the purchase of Land A. From the evidence I have seen, the Council gave Mrs X the impression that it was almost ready to sell to her back in 2021. When in fact, the Council did not confirm the legal status of the land until November 2023, after Mrs X had brought her complaint to us. This raised Mrs X's expectations and caused Mrs X avoidable uncertainty.
18. The Council was at fault for its management of Land B. Mrs repeatedly reported the poor maintenance and the associated problems. The Council could have included the land in a regular work programme rather than relying on annual reminders.

### **Agreed action**

19. Within 4 weeks of my decision, the Council should:
  - a) Apologise to Mrs X for the delays she encountered and for the problems the lack of maintenance of Council land caused her.
  - b) Pay Mrs X £200 for the distress of the uncertainty of the purchase and the fear of rats entering her property.
  - c) Contact the previous owner of Land A to confirm whether they want to buy back the land.
20. The Council should provide us with evidence it has complied with the above actions.

### **Final decision**

21. I have completed my investigation. I have found fault with the Council for the delay in communicating with Mrs X and progressing the purchase of Land A and for failing to implement a regular maintenance routine for Land B.

### **Investigator's final decision on behalf of the Ombudsman**