Project Sparta webinar #2 Q&A Summary

Question: ***"A debt collector is refusing to provide a deed of assignment for an alleged council tax debt. They have ignored all requests and instead sent a Notice of Enforcement saying they will send an enforcement agent. I have also been writing to the council for many months, but they ignore all requests to supply me with a contract."***

Answer: If you are dealing with a third-party interloper, like a debt collector, you do not deal with the council anymore; You only deal with them as they are making the claim and ***"the council"*** is no longer relevant as it has become an ***"alleged client"***.

When a third-party interloper, such as a debt collector, is knocking on your door, sending you letters and making a claim, it is a form of phishing.

They are trying to get you to admit to certain things and for you to assume they have the right to ask, which they do not.

If you admit to ***"the council tax"***, they will take that as an agreement to their claim of debt; this is why it is prudent to not even mention the words ***"council tax"***, and call it an alleged debt.

If the council will no longer respond to your questions, then they are at fault as you are trying to remedy the situation, and after three attempts without a response, you can consider the matter closed and no longer deal with them again.

Moving forward you now just deal with the debt collectors directly and ask them the questions as they must give you the information requested because they are the ones making the claim.

If they do not, then you proceed from there in the form of litigation against them for failing to perform and refusing to supply you with the documentation that supports their alleged claim.

Deed of assignment (DOA)

Note: When using acronyms for the first time you should write it out in full, then put the acronym in brackets. After that you can use the acronym within your notice.

Regarding council tax the ***deed of assignment*** does not actually exist, that is why you ask for it.

This is the same reason you ask for the ***novation agreement***, because that does not exist either.

The reason you ask for these documents, is not because you require them, but to put the debt collector into conflict within their own claim, which shall lead onto a default you can use later.

Remedy:

The following outlines a strategy that involves repeatedly requesting documents from a debt collection agency in relation to an alleged ***"council tax"*** debt.

The underlying legal principle is that the organisation making the claim should be able to provide the documents upon which it relies.

This approach shows that repeated failure to do so can later be relied upon as evidence that the organisation has failed to fulfil its obligations.

Requesting Documents

The strategy begins by requesting documents that are said to support the debt collector's claim, such as:

- A deed of assignment.
- A novation agreement.
- A liability order.
- Any other document that is claimed to give the organisation authority to act.

These requests are made to determine whether the organisation can produce the documents it relies upon.

If the organisation responds by telling you to obtain the documents from ***"the council"*** or another ***"third party"***, this is a diversion tactic as the responsibility rests with the organisation making the claim.

- They are the party contacting you.
- They are making the claim against you.
- They are sending correspondence demanding payment.

Therefore, they should be responsible for supplying you with the documents that supports their claim.

A key part of the strategy is to request the same document on ***three*** separate occasions, within ***three*** separate notices, with ***each*** request clearly identifying the document being sought.

If the requested document is ***not*** supplied after three requests, then the organisation has ***"failed to perform"***.

Note: In this context, ***"perform"*** means providing the documentation, or ***"form"*** that has been requested, or prove your claim ***"per-the-form"***.

Once the repeated failure has been established, the failure can now be treated as a ***refusal*** to ***provide*** the requested documentation.

Note: to get the claimant into a position of ***refusal*** means they have now accepted the ***obligation*** to supply the document, but have now ***failed*** in carrying out their duty to do so.

Once a ***refusal*** has been placed on the record, then existence of the alleged document is now in question.

If the organisation states that it does not possess the requested document, then further questions should include:

- Why do you not have the document?
- On what authority are you acting without it?
- What documents are you relying upon instead?

The objective is to establish exactly what evidence, if any, supports the organisation's claim.

Summary:

- Request the documents that allegedly supports their claim.
- Make the request on three separate occasions if necessary.
- Maintain that the organisation making the claim is responsible for providing the documents.
- Record any failure to provide the requested documentation.
- If no documents are produced after repeated requests, regard that as a refusal to provide them.
- Continue asking questions about the authority under which the organisation is acting if they admit that they do not possess the requested documents.
- Keep detailed records of all correspondence for potential future use in court.

Question: ***"If I have paid a few instalments towards an alleged council tax debt to a debt collector, does that mean I have accepted the contract, and am I now obligated to keep paying?"***

Answer: No, people can make mistakes, and you can make payments in error, which can be corrected and retracted.

Within contract law and basic commerce, everyone has the right to see the underlying contract at any time.

Note: The Twelve Hidden Rules of Commerce are covered within the Advanced Course.

Remedy:

The following outlines an approach that centres on requesting the underlying contract that is said to create an obligation to make payments.

The principle behind the strategy is that anyone making payments to an organisation should be able to request the contract or agreement that establishes the obligation to pay.

If the organisation cannot produce the contract after being given the opportunity to do so, the payer can challenge the basis upon which the payments have been made.

Note: The ***right*** to request the underlying contract is yours if you want it, you do not look it up.

This approach only works with the assertion from the person making payments to any organisation that they have the ***right*** to request the ***underlying contract*** that creates the obligation to pay.

Said right applies regardless of the identity of the organisation receiving the payments, with the purpose of requesting the contract being to establish the legal basis upon which payment is being demanded.

If the organisation responds by stating that it does not possess the underlying contract, this can be interpreted as evidence that ***no contract exists***.

This means that if no contract exists:

- There is no contractual obligation to make payments.

- Previous payments may have been made in error.
- Those payments can be challenged and potentially reclaimed.
- Future payments are no longer required because the contractual basis for the payments has not been established.

Note: to have a legal obligation to pay requires a contract, it is impossible to have a legal obligation to do anything without a contract, as the contract would be the proof of said obligation.

Recovering Payments Made in Error

If it is established that no underlying contract exists, a person has the option to write to the organisation requesting the return of payments that were made under the mistaken belief that an obligation existed.

The payments are characterised as having been made in error because the organisation has been unable to produce the agreement upon which the payment obligation is said to rely.

Note: the right to request the return of the payments depends on whether the organisation contacted you first with an alleged demand to pay.

If they did, then the payments were made in error due to the incorrect information you were supplied inferring you had to pay, meaning you now have the right to recover payments.

Zero the account

Within commerce it is not advisable to simply stopping payments without first following a formal process.

Instead, the recommended approach is to ***"zero the account"***.

This involves challenging the foundation of the account itself rather than merely refusing to continue making payments.

The legal justification is as follows:

- If there is no underlying contract, there is no agreement.
- Without an agreement, there can be no valid account.
- Without an account, there can be no outstanding balance.
- Therefore, the balance should be regarded as zero.

The formal process would begin by sending a notice to request proof of contract and would be written as:

"We hereby serve notice in relation to the monthly payments we have been making to your authority.

It has come to our attention that we do not possess a copy of the underlying contract or agreement that is said to give rise to the obligation to make these payments.

In the interests of clarity and to properly ascertain the legal basis upon which these payments have been requested, we hereby formally request that you provide us with a complete copy of the relevant contract or agreement.

Be advised to treat this correspondence as formal notice and not a complaint, and that said request for the required document be provided within thirty (30) days of the date of this notice."

Summary:

You always have the ability to review and challenge agreements you have entered into:

If a person later discovers that payments have been made under a mistaken understanding of their obligations, they may seek to correct that position by requesting the documents upon which the obligation is said to be based and challenging the validity of the account if those documents cannot be produced.

Question: ***"I received a letter from the council referring to my property, were they write to inform me that an interim charging order has been obtained or an application for a charging ordered has been made, the letter appears vague."***

Answer: Whenever you receive a document that appears vague or elusive, you should serve notice of clarification and get them to make clear their position and supply evidence to support it.

In this case the letter makes reference to an interim charging order in connection with an application, so the following should be asked:

Question: ***"What is an Interim Charging Order?"***

An interim charging order is a temporary document used in place of the official, judicial instrument known as the ***charging order***.

The term ***"interim"*** means ***"temporary"***, indicating that the document is ***not*** the final or official version.

Instead, it is a provisional piece of paper used until the court issues the legitimate, legally binding judicial instrument.

- The official charging order is issued by a judge and is a judicial instrument.
- The interim document is not the final authority, nor does it carry the full legal weight of a judicial order.

Common Misconceptions: There is no such thing as a ***"final charging order"*** issued by a judge, as it would just be called a ***"charging order"***.

When you hear references to an ***"interim"*** document, recognise it as a temporary placeholder, ***not*** the final and enforceable order, whereby you can now exercise your rights:

- You have the right to reject the interim document.
- You have the right to request to see the original judicial instrument, such as the liability order, that legally initiates the process.

Note: It is important to assert your rights and demand proper judicial oversight, as no one else can do this for you.

As detailed within this manual, many documents you receive may originate from a Business Centre engaged in an ***Alternative Dispute Resolution (ADR)*** process, and ***not*** from a court, which means:

- It is not a court proceeding.
- There are no judges involved; instead, decisions are made by ***"legal advisers"*** or ***"administrative personnel"***.
- Documentation may state phrases like ***"a legal adviser has determined"*** or ***"a legal adviser has judged"*** that the interim order is valid and the process may proceed.
- This process is ***"private"*** and ***"administrative"***, ***not*** judicial.

When dealing with a business centre:

- You can object to the process by sending a formal notice to the Business Centre.
- You should demand that the matter be overseen by a judicial officer (a judge).
- Once you object, the Business Centre must halt the ADR process and refer the matter to the courts.

When you contact the official Court you request to see the ***original judicial instrument***, such as the liability order, which is supposed to have initiated the process.

If they cannot produce this document, you have grounds to challenge the process legally, as it was conducted ***without*** proper authority, or your consent.

<u>Summary:</u>

If anyone should make claim that they have any document referred to as ***interim***, then they have told you they do ***not*** have the correct, legal, judicial or official document, and actually hold nothing at all.