

Rachel's father in law (Tom) was admitted to a Dublin nursing home in late 2015 for end of life care after a short battle with cancer. On admission to the nursing home, one of Tom's son's (Michael) was given some paper work which he passed on to his father. Unknown to the family at the time, this paperwork apparently contained a copy of Tom's contract – Tom's name on it as the contracted individual, and was pre-signed by the owner of the nursing home.

Tom was a private resident until early 2016 at which point his application for Fair Deal was approved. At this stage apparently an amended contract was provided to Tom.

Tom sadly passed away in late spring 2016. Almost 3 months after Tom's death, the family received a letter from his former nursing home seeking information on either the executor or solicitor for Tom as they claimed there was an outstanding balance left on his account. The letter was provided to the executor – one of Tom's sons (James).

The Executor (James) contacted the nursing home and informed them that there was insufficient funds in Tom's estate to discharge the debt.

In late Autumn 2016 the family received a letter from a solicitor acting on behalf of the nursing home advising that they had negotiated the terms of Tom's stay directly with one of Tom's son's (Michael) and they were holding him liable for the debt.

Michael engaged a solicitor and proceeded to look into how this debt had come about whilst maintaining the position that he was no way liable for the debt.

When Rachel and Michael started to look into Tom's finances and his agreement with the Nursing home, they discovered a premium service charge had been applied to Tom's account. The charge was for €400 per week (daily newspaper, Toiletries, Social Programme, Wi-Fi, Weekly haircut, TV).

Rachel and Michael had one contract what was in Tom's possessions; in the contract it stated that:

*"The proprietor shall, strictly in accordance with the written request from the resident in accordance with clause XX of this agreement, provide the following premium services to the resident for the additional fee set out below."*

Rachel and Michael noted that the section had not been signed by Tom, furthermore, Tom's vision was very poor and he would not have been able to comfortably read a newspaper and used an app to listen to the news. Family provided toiletries and Wi-Fi was free and on an open network within the nursing home. The family also arranged and paid for haircuts and retained receipts. Tom was unable to leave his room to participate in social programmes.

When Rachel and Michael queried the fees with the nursing homes solicitors, they were told that *'Michael had agreed to pay the premium charge of €57.14 per day and this was stated quite clearly in the contract that was furnished to your client'*.

Rachel and Michael assumed that they must be looking at the wrong contract and requested the nursing home to send them a contract showing the charges as they were claiming them to be. The nursing home responded that all was verbally explained to Michael and that an amended contract was issued to him and was enclosed. The enclosed contract was exactly the same as the one they had located in Tom's possessions.

Rachel and Michael again challenged the nursing home following receipt of the contract. They received a response which indicated that the nursing home was willing to forgo the debt in relation to the premium service charges. However, the nursing home advised that there were other sundry expenses and fair deal residents contributions owed.

Rachel and Michael state they were advised by their solicitor to cease engaging with the nursing home on the basis that the nursing home had lied and contradicted themselves and were not addressing the issue of an overcharge which had been made on Tom's account in their opinion. Rachel and Michael state their solicitor advised them not to waste any more time or money on defending the matter.

In late summer 2017, Rachel and Michael received notice that they were being brought to court over the matter and the nursing home was seeking both the premium service charges and the sundry expenses along with the fair deal resident's contributions. Rachel and Michael received a court date in early 2018.

Rachel and Michael say this whole experience has had a huge strain on both them and the extended family both financially and emotionally. They state *'For someone to be able to make wild and threatening accusation without a shred of evidence is simply cruel. There should be some way of people defending themselves on issues such as these without having to engage with solicitors and barristers and the massive expense that comes with it'*.