

The complaint

Mr C and Miss W complain that Connells Limited spoke to them inappropriately and caused their offer for a property to be rejected when they said they didn't want to take mortgage advice from Connell's mortgage adviser. They ask for compensation and for Connells to be made an example of for its treatment of them and others.

What happened

Mr C and Miss W had an offer accepted for a house purchase. They say the estate agent asked them to meet with its in-house mortgage adviser (who worked for Connells). Mr C and Miss W already had a mortgage adviser and only agreed to meet with Connells because the estate agent told them it was protocol.

Mr C and Miss W told Connells they would stay with their own mortgage adviser. They say Connells' mortgage adviser spoke inappropriately to them and said if they weren't going with Connells their purchase might fall through. Shortly after this they spoke to the estate agent who said the vendor no longer accepted their offer. They say they spoke to the vendor directly and found out this wasn't true.

Connells said its consultant had fairly disclosed to Mr C and Miss W that the vendor wanted the assurance that everything will go through and the best way for this to happen was for everyone to work together in-house.

Our investigator said we can't look into the actions of the estate agent. She said having listened to call recordings Connells' mortgage adviser had spoken inappropriately to Miss W and Mr C and some of his comments and questions were unfair and unnecessary. She said the mortgage adviser put Mr C and Miss W under duress and was unprofessional. Our investigator said Connells should pay £150 for the upset this caused.

Connells didn't agree it acted inappropriately or put pressure on Miss W and Mr C to use its services. It said Mr C and Miss W recorded calls without the knowledge or consent of its staff.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

We offer an informal dispute resolution service. We aren't regulators and don't have the powers of a regulator. I can't (as Mr C and Miss W ask) make an example of Connells. I can look into whether it treated Mr C and Miss W fairly.

I can't look into Mr C and Miss W's concerns about the actions of the estate agents. But I can consider all evidence that is relevant to a complaint. I think the actions of the estate agents provides important context to the comments made by the mortgage adviser and their effect on Mr C and Miss W. If there'd been no connection between the mortgage adviser and the estate agent, the comments made by the mortgage adviser (which I refer to below)

wouldn't have worried Mr C and Miss W in the same way. And I think the mortgage adviser would have been aware of this when he made the comments.

I should say that where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances. I also want to say that I find the evidence provided by Mr C and Miss W credible and consistent.

Mr C and Miss W say they were referred to Connells' mortgage adviser by the estate agents despite saying they already had a mortgage adviser. When they queried why they had to meet with the mortgage adviser they say they were told it was protocol. On this basis, Mr C and Miss W spoke to Connell's mortgage adviser. I think this is most likely what happened, given Mr C and Miss W already had a mortgage adviser they were happy with.

After meeting with Connells' mortgage adviser, Mr C and Miss W decided to stay with their mortgage adviser.

Mr C and Miss W called the estate agents to ask who they should send a copy of their mortgage acceptance letter to. The estate agent said the mortgage adviser. Mr C and Mrs W were surprised that they'd need to send a mortgage acceptance letter to another mortgage adviser. Nonetheless, the estate agent transferred them to the mortgage adviser. It's this discussion that Mr C and Miss W complain about.

Connells says the mortgage adviser wanted Mr C and Miss W's business but didn't tell them they had to use his services or pressure them. I've listened to the call recording, and I think Connells' mortgage adviser did speak inappropriately to Mr C and Miss W.

- Mr C and Miss W said they'd decided to stay with their mortgage adviser. Connells' mortgage adviser questioned this saying he could get them the same deal. Mr C said they been dealing with their adviser for a while and he'd done a lot of work on their behalf. It was Mr C and Miss W's choice who to take advice from, and they didn't need to explain it. Nonetheless, they gave a reasonable explanation and that should have been the end of the matter.
- The mortgage adviser said he was disappointed with their decision to stay with their mortgage adviser and he'd gone out of his way for them. I don't think his comment or tone was appropriate. Especially as Mr C and Miss W say they only spoke to him for 30 minutes and then only because they thought they had to.
- The mortgage adviser said the vendor wanted Connells' assurance everything was going through and the best way to achieve this was for everyone to work together. He said if Mr C and Miss W didn't feel the same way that was disappointing. I think this comment and the tone used were inappropriate. Mr C and Miss W were entitled to choose a mortgage adviser and I can't see why this would cause problems with their purchase. In fact, it was likely to speed matters up if they'd already provided documents and information to their mortgage adviser.
- The mortgage adviser said he'd go back to the sales manager and say they were sticking put, and the vendor would make a decision whether or not to sell the property to them. Connells says this is its usual process, but I think suggesting that using their own mortgage adviser might cause the vendor to change his mind about selling to them was likely to worry Mr C and Miss W. And I can't see why the mortgage adviser would say this unless that was his intention.

Mr C and Miss W were worried. They say they spoke to the sales manager shortly after this

who said the vendor no longer wanted to sell to them and was looking for higher offers. They contacted the vendor directly and say they were told this wasn't true. From what Mr C and Miss W have said, matters were sorted out soon after they contacted the vendor directly.

I can understand why Mr C and Miss W say they felt bullied to take advice from Connells. I think they were caused unnecessary worry by its mortgage adviser's comments. I think it's right that Connells pays compensation for this. I think in the circumstances, compensation of £150 is fair and reasonable.

I must be clear that this compensation is only for the upset caused by the comments made by Connells' mortgage adviser. I can't look into or award compensation in relation to the actions of the estate agents.

My final decision

My decision is that I uphold this complaint. I order Connells Limited to pay £150 to Mr C and Miss W.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Miss W to accept or reject my decision before 12 September 2022.

Ruth Stevenson
Ombudsman