

The complaint

Mr F complained that Bank of Ireland (UK) Plc trading as Bank of Ireland Mortgages ("BOI") delayed in releasing the deeds for his property, so his sale was delayed. Mr F wanted BOI to pay the mortgage costs and his household bills for the time the sale was delayed.

What happened

Mr F wanted to sell his house. To do this, his solicitor needed to obtain the deeds from his mortgage company, BOI. Mr F said BOI took a very long time to release those deeds, and this in turn caused delays with the sale. Mr F wanted BOI to cover the costs he incurred in this period.

BOI said it received a request for deeds for Mr F's property on 22 October 2021 from a local firm of solicitors. Those solicitors said they were acting for Mr F in his sale. Mr F has since said these solicitors were acting for the buyer, not him. But BOI said it had received a proper request for the deeds, and it didn't think it had done anything wrong by relying on what those solicitors had told it. So it ordered the deeds from storage, and sent them to that firm.

BOI wrote to Mr F at the same time, 6 November, to say it had issued his deeds. If they were sent back instead of the mortgage being redeemed, BOI said it would charge £50 for that.

On 18 November, BOI got a letter from a different solicitors' firm, who said they were acting for Mr F in his sale, and they needed the deeds. So BOI wrote to the first firm, and on 25 November, the deeds came back. BOI charged £50, and put the deeds back in storage.

On 3 December, the second firm asked again for the deeds. And not long after this, Mr F said that he'd no idea why the first firm had asked for them. BOI ordered the deeds from storage on 11 December, but didn't post them to Mr F until 11 January 2022. There appears to have been a delay in the deeds being returned from storage.

BOI said that it does have a service standard of ten working days to get title deeds issued, once they are requested. And it acknowledged that it took longer than this to get the deeds to Mr F, once they were returned. BOI wanted to pay Mr F £100 for that.

BOI wouldn't pay more. It said it was sorry if Mr F had incurred additional costs due to his property not yet being sold, but BOI didn't feel it was responsible for this.

Our investigator didn't think this complaint should be upheld. She said she'd seen the relevant correspondence, and it wasn't unreasonable for BOI to release the deeds to the first firm. BOI then got those back, and put them back into its secured storage. She said the £50 fee it charged for that was in line with the bank's standard procedure.

Our investigator said that up to this point, what had gone wrong wasn't BOI's fault, and she thought Mr F should talk to the first firm of solicitors about this.

She said BOI then took too long to get deeds sent to Mr F's actual firm, and Mr F had spent time chasing this up. But she said £100 compensation was fair for the delay which BOI

directly caused. She didn't think there was enough evidence to show that the time in getting the deeds back directly delayed the sale. And she said we had to consider other factors. The sale took three months after the deeds were issued to the right firm, so she thought the timeframe for the sale was a natural circumstance of conveyancing and the overall legal process. And that is outside of Bol's control.

Mr F didn't agree. He said if the deeds had been issued earlier, the sale would have completed earlier. He said the extra time for the sale to be completed was due to a boundary issue on the property which only came to light after his solicitor received the deeds. He sent us an email from his solicitor dated 31 January, which said the solicitor was trying to resolve this problem. Mr F said this problem was always going to show up, but it would have shown up earlier if the bank had released the deeds within its own target timescales.

Mr F said Bol held the deeds for six weeks when its supposed turnaround to release them is ten working days. He said it had cost him six weeks mortgage payment and rates.

Mr F wanted his complaint to be considered by an ombudsman, so it was passed to me for a final decision. I then reached my provisional decision on this case.

My provisional decision

I issued a provisional decision on this complaint and explained why I did propose to uphold it. This is what I said then:

I've also seen the correspondence that Bol received from the first firm of solicitors, and I don't think it was Bol's fault that these deeds were initially sent to the wrong place.

Because I don't think it was Bol's fault that these deeds were issued to the wrong place, and had to be returned, I don't think Bol has to refund the standard fee of £50 that it charges when deeds are returned to it.

Those deeds were then returned on 25 November. And Bol accepts it should issue deeds within ten working days.

I don't think it's reasonable to start the clock for Bol's ten day deadline to issue deeds, before those deeds were available to it. But by 25 November, Bol had already received a request for the deeds from the second firm. So I do think it's reasonable to start the clock, once the deeds were back with Bol. And that means I think the deeds should have been issued to the firm that was actually acting for Mr F, within ten working days of 25 November. I think the deeds should have been sent on 9 December. The deeds were actually issued to Mr F on 11 January.

Although Mr F's sale took some time after this to complete, Mr F has explained that this is due to the time taken resolving a problem which was only visible once the deeds were received. I think that does mean that Bol is likely to have delayed Mr F's sale, although by a little less than the six weeks that Mr F mentioned.

For those reasons, I think that Bol should refund to Mr F, any interest it charged on his mortgage from 9 December 2021 to 11 January 2022. And it should pay 8% simple interest on top of this, from the time that Mr F made the relevant payments to the time when Bol returns this money to him.

Mr F also wanted Bol to cover rates, insurance and utility costs for his home during this time. But I think these are ordinary living costs, which are outside of Bol's control, and

which Mr F could be expected to either pay himself or contribute towards, wherever he lived. So I don't think Bol has to pay towards those costs.

Mr F also said that his buyers were threatening to pull out because of the delay, and this caused him very considerable stress. As I think Bol is responsible for a not insignificant part of this delay, I think it should pay more than the £100 it has offered Mr F. I think Bol should make a compensation payment of £250 in this case, to reflect the distress and inconvenience it caused to Mr F.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Both sides replied.

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.

Mr F said he was happy with the outcome I'd suggested. And Bol said it accepted my provisional decision. So neither side has offered any further evidence or argument. And I haven't changed my mind. I'll now make the decision I originally proposed.

My final decision

My final decision is that Bank of Ireland (UK) Plc trading as Bank of Ireland Mortgages ("Bol" hereafter) must refund to Mr F, any interest it charged on his mortgage from 9 December 2021 to 11 January 2022. And Bol must pay 8% simple interest on top of this, from the time that Mr F made the relevant payments to the time when Bol returns this money to him. (HM Revenue and Customs requires Bol to take off tax from this interest. Bol must give Mr F a certificate showing how much tax it's taken off if he asks for one.)

And Bol must pay Mr F £250 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 29 September 2022.

Esther Absalom-Gough

Ombudsman