

## The complaint

Mr H has complained that there were delays in Barclays Bank UK Plc sending him a redemption statement for his mortgage. Mr H also says that Barclays delayed in telling him that a charge in favour of a third party (which I will call N&P) was unrelated to his Barclays mortgage.

Mr H says Barclays' actions caused him considerable distress and upset, for which he would like the bank to compensate him.

## What happened

I do not need to set out the full background to the complaint. This is because the history of the matter is set out in the correspondence between the parties and our service, so there is no need for me to repeat the details here. In addition, our decisions are published, so it's important I don't include any information that might lead to Mr H being identified. So for these reasons, I will instead concentrate on giving a brief summary of the complaint, followed by the reasons for my decision. If I don't mention something, it won't be because I've ignored it; rather, it'll be because I didn't think it was material to the outcome of the complaint.

Mr H had a mortgage with Barclays, which was subject to a possession order dated 29 March 2023. The order provided that Mr H give the bank possession of the property before 26 June 2023. In order to avoid Barclays' taking possession action, Mr H was in the process of taking out an equity release mortgage with another lender and redeeming his existing mortgage to Barclays.

In addition to the legal charge securing Barclays' mortgage, the Land Registry title showed there were two charging orders registered against the property, one to a business (RH&Son) dated 3 April 2009 and the other to N&P dated 2 June 2009. The N&P charge was for just over £1,800.

On 23 June 2023 Mr H's solicitors' wrote to Barclays. The letter said:

*"We write in relation to the above matter. [Mr H] has asked that we sent a copy of his equity release mortgage offer to you, in relation to the repossession proceedings. You will note that the offer was issued 15 June 2023.*

*By way of update, he is still awaiting information regarding the [N&P] account, which has a charge over his property, in order to be able to remove this from his Land Registry Title.*

*The Land Registry are also currently in the process of removing the Trust restriction from his property, and this request has been approved to be expedited by the Land Registry.*

*Once the equitable charges and the Trust restriction have been removed, his equity release mortgage should be able to proceed to completion, at which time the Barclays mortgage should be able to be repaid.*

*If you require anything further from us, then please do not hesitate to contact us."*

Barclays didn't respond to this letter, and Mr H and his solicitors had to chase the bank for its response.

Redemption statements were sent to Mr H on the following dates:

- 26 May 2023
- 12 June 2023
- 17 August 2023

Mr H was unhappy that the redemption statements didn't include the £1,800 required to redeem the N&P charge.

Mr H contacted Barclays several times asking the bank about the N&P charge on the property. Mr H says he was told by N&P that when N&P was taken over by another building society (which I will call YBS), the charge was transferred to Barclays. Mr H needed Barclays to remove this so that his remortgage could complete.

Barclays checked its records, and its only note of this charge was when it was notified of its existence at the time of its registration in 2009. Barclays had no other information about it, and Mr H wasn't able to provide Barclays with any details of what the debt was for. All Barclays could do was ask Mr H to contact N&P/YBS to get them to remove the charge.

Mr H complained to Barclays. In its final response letter dated 10 August 2023, Barclays clarified that the £1,800 wasn't owed to Barclays, and that if N&P had told Mr H otherwise, he would need to take this up with N&P.

Barclays noted that it hadn't responded to Mr H's solicitors' letter of 23 June 2023, and that Mr H had had to spend several hours trying to resolve the matter. Barclays offered Mr H £150 compensation for any distress and inconvenience.

Dissatisfied with the bank's response, on 8 September 2023 Mr H brought his complaint to our service. Mr H said that Barclays had delayed in sending redemption statements and that he had been raising complaints over the phone about this. Mr H also said that no final response letter had been sent by Barclays. Mr H said that if a redemption statement wasn't received by his new lenders' solicitors by 1pm on 8 September 2023, his mortgage offer would lapse. (I understand Mr H's new mortgage completed later in September 2023.)

An Investigator looked at what had happened. He was satisfied that Barclays had sent several redemption statements and that, by the time Mr H had complained to us, the redemption statement dated 17 August 2023 was still valid.

During a telephone conversation between the Investigator and Mr H on 8 October 2023, Mr H acknowledged that N&P had told him that various products had been sold to YBS and Barclays, and "*pointed the finger*" at Barclays in relation to the charge on his property. This turned out not to be the case, and when he contacted YBS directly, that business ultimately confirmed the charge was theirs. However, Mr H had been chasing redemption statements

from Barclays that included the N&P charge, and hadn't been happy that the bank had failed to include the £1,800 owed to N&P in the final redemption figure.

The Investigator was satisfied overall that the £150 offered by Barclays for the amount of time Mr H had spent dealing with the matter, and for not replying to the letter sent by his solicitors on 23 June 2023 was fair and reasonable.

Mr H disagreed and asked for an Ombudsman to review the complaint. He said the delays by Barclays were caused deliberately to harass him and so that the bank could repossess his property. Mr H didn't think it was a coincidence that everything relating to the redemption was sorted out after he contacted our service.

### **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.

Having done so, I'm satisfied that the £150 compensation offered by Barclays is fair and reasonable, and I'm not going to order the bank to do anything more. My reasons are given below.

The letter from Mr H's solicitors (quoted above) is, in my opinion, for information only. It does not ask Barclays for any information, nor does the letter seek a reply. In fact, it ends "*If you [i.e. Barclays] require anything further from us, then please do not hesitate to contact us.*". I'm not persuaded, therefore, that Barclays would, or should, have taken that letter as requiring any response from the bank.

I'm satisfied Barclays sent three redemption statements. I appreciate Mr H wasn't satisfied with these, because they didn't include the amount required to redeem the N&P charge, which turned out to be nothing to do with Barclays. But I'm satisfied the statements were correct.

It's unfortunate that Mr H was given the wrong information about the equitable charge by N&P. However, Barclays isn't responsible for what N&P told Mr H. I can see from its internal notes that the bank carried out its own searches before clarifying to Mr H that the charge was unrelated to the bank. I also note that Mr H confirmed to the Investigator that he'd been able to clarify with YBS that the N&P charge was its responsibility. If Mr H remains unhappy with what N&P told him, he'll need to take this up with that business, or with YBS if it took over Mr H's debt to N&P.

I can understand that this was a very stressful time for Mr H, and that he spent some time trying to sort things out with Barclays. Ultimately, however, Barclays made no error, as it was issuing correct redemption statements, albeit that Mr H was acting on a misunderstanding caused by what N&P had told him, and so didn't think the statements were accurate.

But overall, taking all the circumstances into consideration, I think the £150 offered by Barclays is fair, reasonable, and proportionate to the time Mr H spent trying to resolve his complaint.

### **My final decision**

My final decision is that Barclays Bank UK Plc must pay Mr H £150 compensation. I make no other order or award.

This final decision concludes the Financial Ombudsman Service's review of this complaint. This means that we are unable to consider the complaint any further, nor enter into any discussion about it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 1 May 2024.

Jan O'Leary  
**Ombudsman**