

## **The complaint**

Mr R complains that Bank of Scotland plc (trading as Halifax) caused delays with his house sale. He needed the funds to pay a bill. Mr R says he incurred additional legal fees and late payment penalties due to the delays, totalling about £3,700.

## **What happened**

Mr R says the sale of his property was delayed by about 35 days, until early August 2023, due to errors by Halifax with providing a redemption statement. He intended to use the sales funds to pay a bill and incurred a daily penalty during the delays.

Halifax said it sent redemption statements to Mr R's solicitor using the fax number on the solicitors' headed paper. Halifax said this number was incorrect, and this was why the redemption statement wasn't received. It sent the redemption statement to an alternative number when this was provided.

Our investigator said Halifax hadn't made an error or acted unfairly. Mr R didn't agree and asked that an ombudsman re-consider the complaint.

## **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.

Halifax says it sent redemption statements when these were requested during this period. Mr R says the redemption statements weren't received by his solicitors until August 2023.

Halifax's records show it issued a statement by post and by fax in mid-May 2023 which showed the outstanding balance at the end of June 2023. It says this was for information only and wasn't a redemption statement.

On 20 June 2023 Halifax received a request from Mr R's solicitor for a redemption statement for redemption in late July 2023. It says it sent this by fax on 27 June 2023 to the fax number on the solicitors' headed paper.

The security property was subject to a court order which needed to be varied before the property could be sold. The consent order for the variation was signed on 22 June 2023. The copy provided to us is stamped by the court, but it's unclear to me if it was stamped by the court on 22 June 2023 or after this.

Mr R's solicitors contacted Halifax on 10 July 2023 attaching a copy of the consent order and asking for a redemption statement for redemption on 31 July 2023.

Halifax was contacted by Mr R's solicitors in late July 2023. The solicitors said they hadn't received the redemption statement sent earlier that day and asked that it was re-sent. They also asked that some of the wording in the redemption statement was changed.

When the solicitors still didn't receive the redemption statement Mr R raised a complaint.

Halifax says when it tried to re-send the redemption statement to the solicitors' fax number it got an error message. It contacted the solicitors and was able to send the redemption statement to the alternative number they provided.

First, the evidence from both Mr R and Halifax suggests that a full redemption statement for a specific date was first requested in mid-June 2023 for a redemption date in late July 2023. The mortgage was redeemed on 3 August 2023. So if completion was delayed, this was for a few days, not the 35 days suggested by Mr R. Halifax says it couldn't accept redemption funds until the court order had been varied to allow the sale of the property.

Second, I don't think I can fairly find that Halifax was responsible for the delay. It says it sent redemption statements to the fax number on the solicitors headed paper and provided evidence to support this. It provided a screenshot of the headed paper showing the fax number and evidence it used this number.

Mr R says the solicitors received other documents using that number. I don't know why the solicitors didn't receive the redemption statements from Halifax. However, while I can understand Mr R's frustration, I don't think I can fairly find that this was due to an error by Halifax. I don't have evidence that was the case.

Mr R says the buyers had asked that the redemption statement confirmed that "full title would be passed on" once the redemption funds were received. Halifax says its redemption statements include standard wording that it doesn't amend. It said the redemption statement says it won't discharge the mortgage until it receives all the money due. If the buyer's request for different wording caused delays, I don't think this is something that Halifax is responsible for.

Having carefully considered the evidence here, I don't think Halifax made errors that delayed completion of the sale of Mr R's property. It follows that I don't think it's fair and reasonable to require it to pay compensation.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 21 April 2024.

Ruth Stevenson  
**Ombudsman**