

The complaint

Mr A complains about how TSB Bank plc went about the possession of his property.

What happened

Mr A had a mortgage with TSB. He fell into financial difficulty and in April 2023, the County Court issued a notice entitling TSB to take Mr A's property. Possession went ahead on 8 June 2023.

Mr A complained to TSB (and subsequently our service) about TSB's treatment and the possession itself. An ombudsman at our service issued a final decision on 24 August 2023 not upholding the complaint. She decided that TSB didn't act unfairly when taking possession of the property.

In November 2023 Mr A raised another complaint with TSB about how the possession process was carried out. He said again that he felt TSB had unfairly taken possession. He also complained that he was declined access to the property to collect his belongings, there was a fee chargeable to collect his belongings and some of his belongings were damaged or missing in the process.

TSB said that Mr A's complaint about the possession itself had already been addressed – so it wouldn't revisit that matter again. TSB said that Mr A was granted access to the property to remove his belongings at no cost to him. He attended the property more than once, but he didn't collect all his belongings. TSB said it's not responsible for items Mr A reported as missing after it sold the property and the mortgage was redeemed.

Unhappy with TSB's response, Mr A brought his complaint to our service. An investigator looked into things and didn't recommend that the complaint should be upheld. She said that TSB had acted in line with the terms and conditions of the mortgage when carrying out the possession process and she wasn't persuaded that it took unreasonable care with the handling of Mr A's possessions.

Mr A remained unhappy and asked for his case to be decided by an ombudsman.

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.

I'm sorry to hear about the difficult time Mr A has been through and I understand how disappointing it must've been for him to hear that a court had agreed to TSB taking possession of his property. As Mr A is aware, because this matter has already been considered by another ombudsman at our service, I won't be revisiting that matter again. My decision is limited to the events that occurred following the agreed possession order and those matters that have been raised with TSB first and addressed in its most recent final response letter on 4 December 2023.

I can see that while the complaint has been with our service, Mr A has raised other reasons why he's unhappy with the service he's received by TSB. Under our rules, a business must be given the chance to answer a complaint first before our service can look into things.

I'll now address the relevant parts of Mr A's complaint – relating specifically to the handling of his belongings.

The starting point here is that once a lender has been granted a possession order, the lender has the right to a 'vacant possession' meaning a property with all belongings removed.

The borrower is responsible for removing their belongings from the property. A borrower won't usually have the right to re-enter the property once they've been evicted. If they haven't cleared their belongings, they may be able to arrange with the lender to collect these. If the borrower doesn't do so, the lender will often arrange for the belongings to be destroyed.

When a property is taken into possession the lender usually assigns a company to take charge of looking after the property through to its sale. To prepare the property for its sale, the company must ensure it is made safe, clean and presentable. TSB appointed a company who I'll refer to as "C".

The relevant conditions of Mr A's mortgage (regarding possession) say:

"We may remove, store or sell any goods or animals which you have not removed from the property. We will do this as your agent and at your expense and will not be liable for any damage caused unless we fail to take reasonable care".

I've thought carefully about whether TSB acted fairly in allowing Mr A the chance to retrieve his belongings.

TSB wrote to Mr A to explain the process for obtaining his personal belongings. I can see that in TSB's complaint response letter on 7 July 2023, it told Mr A that he'd need to call C to arrange access to the property. So, I'm satisfied that Mr A was aware of the steps he needed to take to obtain his belongings.

TSB noted that Mr A was out of the country until 14 July 2023, so it delayed the sale of the property until after his return, so he had a chance to remove his belongings first.

Mr A didn't arrange to attend the property until 4 October 2023 which was soon before the property was due to be auctioned. Mr A was granted access to the property, but he didn't remove his belongings at that time. The cost of this supervised visit was waived.

Later that month Mr A tried to gain access a second time. By this time the property had been prepared for auction. Ahead of the sale, C was required to prepare the property – to make it safe, clean and presentable. To achieve this, Mr A's belongings were packed up and stored in one of the rooms.

Mr A was granted access on 31 October 2023 to remove his belongings. The cost of the visit was again covered by TSB. Mr A was disappointed to find that his belongings had been packed away. Mr A didn't remove his belongings at this time either, and he raised a complaint about the way his belongings had been packed and stored.

Mr A requested further access at a later date. But by this time the mortgage was redeemed following its sale, so TSB no longer had an interest in the property and so it could no longer grant Mr A access. Mr A was informed that he'd need to liaise with the legal new owners going forward regarding his belongings.

The new owners appear to have granted Mr A further access to the property to remove his belongings. Following this visit Mr A reported some missing items. Once the mortgage was redeemed, TSB was no longer responsible for the property or any of Mr A's belongings thereafter. So, in the circumstances I can't reasonably hold TSB responsible for items that Mr A reported as missing after the sale and mortgage redemption took place.

When considering everything I think TSB gave Mr A ample opportunity to enter the property and remove his own belongings. I think TSB acted reasonably by delaying the sale process to allow Mr A time to return from abroad to do this. Upon his return, several months passed before the property was prepared for sale and Mr A's belongings were packed away. I can't hold TSB responsible for Mr A not arranging to access the property sooner.

Mr A has complained about damaged household items and has provided photos of bent reading books, a dent in his sofa and what appears to be cut pipes from an unknown piece of equipment. It's unclear what condition those items were in before they were packed away. But in any event, I've seen nothing to suggest that C failed to take reasonable care in the property, and more importantly, the terms of Mr A's mortgage do allow TSB to "*remove, store or sell any goods or animals which you have not removed from the property*". So in fact, in these circumstances, because Mr A didn't remove his belongings within a reasonable time, in line with the mortgage terms, TSB could have removed and destroyed his items – which it didn't do.

Mr A says he was unhappy to be told he'd incur a cost for accessing the property to remove his items. The reason for this is that in these circumstances, after a customer has been evicted, it's necessary for C to attend the property and accompany the customer while they remove their belongings. C charges the lender for the time spent in doing so. I don't think it's unreasonable in the circumstances for TSB to pass that cost on to the customer. That said, the fee was waived on both occasions when Mr A visited the property – so he hasn't occurred any costs and there is no loss for me to investigate further.

To conclude I don't think TSB acted unfairly or unreasonably when handing Mr A's belongings during its possession process.

My final decision

My final decision is that I don't uphold Mr A's complaint against TSB Bank plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 March 2024.

Arazu Eid
Ombudsman