

The complaint

Miss S complains about the way in which The Mortgage Business Plc have administered her buy to let mortgage account.

What happened

In 2007 Miss S took out an interest only buy to let (BTL) mortgage of around £76,000 with a term of ten years with The Mortgage Business Plc (TMB) that was secured over a residential property she owned and rented out (the Property). The mortgage came to an end in July 2017. In October 2017 Miss S discussed with TMB her options for repaying the mortgage.

TMB put a hold on taking any action to recover the loan while she considered what to do. TMB didn't hear from Miss S. In early 2018 TMB instructed agents to visit her to discuss the mortgage. The agents couldn't make contact with Miss S. TMB didn't take any further action until October 2018. They wrote to Miss S warning if she didn't get in touch they may take legal action and appoint Law of Property Act Receivers (Receivers), she could incur charges and her credit file might be impacted. And they signposted her to where she could get independent help with her finances. Although they spoke to her around that time, no substantive discussion took place and TMB weren't able to contact her again.

TMB wrote to Miss S in December 2018. They asked her then to get in contact straight away; warning if she didn't they'd take action to repossess the Property; and noting again the other possible consequences.

In January 2019 Miss S got in touch. She explained family illness and commitments had taken priority over contacting TMB sooner. She said the Property was tenanted and she hadn't appreciated the term had ended. TMB explained that to repay the mortgage she could sell the Property, or one of several others she told them she owned; re-mortgage on a capital and interest repayment basis if she could afford it; or find an alternative lender. They agreed to take no action then to allow time to look into Miss S's financial situation and for her to take advice from an independent financial adviser.

TMB didn't hear anything further from Miss S after that and attempts to contact her failed. In March 2019 they again asked agents to visit her. And they wrote to Miss S at the beginning of April 2019 warning once more of legal action. They were able to speak to Miss S on the phone at the end of the month. She told TMB then she was abroad until mid-May 2019, she had the Property up for sale, and she would contact them to discuss the mortgage on her return. TMB agreed to put a hold on her account until then.

Miss S rang TMB in May 2019 as agreed. She said then she'd be speaking to estate agents to put her main residence on the market to pay off the mortgage. She explained the sale of the Property had fallen through. TMB told her that given the time since the mortgage had come to an end, they'd continue with their usual recovery action until they'd agreed how the mortgage would be repaid and she'd provided proof of ownership of the property she planned to sell. Miss S agreed to call back a few days later.

In mid-June 2019 TMB wrote to Miss S saying they'd arranged for an agent to visit the

Property to understand who was living there since the mortgage had expired and the mortgage hadn't been paid off. The letter set out the possibility of appointing Receivers and what that would mean.

Miss S contacted TMB to complain about the service she'd received. She was unhappy about the warning letters she'd got and that agents had been visiting the Property causing her embarrassment. She'd sent evidence of ownership of the property she planned to sell, and the amount of the mortgage secured over it in May 2019 as TMB had asked but it hadn't been noted clearly on her file. TMB upheld the complaint and resolved it informally, covering the costs of her calls from abroad and paying £25 for distress and inconvenience. They sent her a summary response communication.

Based on Miss S's proposals TMB gave her 12 months from June 2019 to sell her residential property and repay the BTL mortgage. They said Miss S must call if there were any changes in her circumstances and phone in no later than 12 months if she hadn't sold her residential property by then. TMB didn't hear from Miss S after 12 months. They lifted the hold on the account.

In early July 2020 Miss S raised a complaint when her credit file was affected by missed mortgage payments she blamed on TMB. TMB didn't uphold the complaint and issued a response at the time.

Miss S and TMB were next in contact about her outstanding mortgage balance in February 2021. TMB had tried unsuccessfully to contact her in the meantime. Miss S said then she'd been planning to re-mortgage, but she now intended to sell the Property as an investment with the tenant in place. TMB said they'd give her another 12 months to pay if she let them know within a month that the Property was on the market. Miss S confirmed it was and a hold was placed on further action.

TMB reviewed the account the following year. The mortgage was still outstanding. They wrote to Miss S letting her know they'd asked an agent to visit to discuss the balance and her plans to repay it. They discussed things with Miss S in March 2022 following that letter. She explained she had caring responsibilities and the impact of the coronavirus pandemic meant she couldn't allow visitors at her residential property. She said all offers she'd had on the Property had fallen through and she was now looking to re-mortgage with another lender. TMB put the account on hold for a month for Miss S to provide evidence of that.

In mid-April 2022 Miss S rang to discuss her situation. She said she'd put the Property back on the market, but TMB couldn't find any reference to the Property being marketed on-line. She said she hadn't been able to make any progress with re-mortgaging since her accounts weren't finalised. She was unable to locate a letter she said she'd had from the lender about the mortgage she was applying for. But an exchange of text messages with the lender showed she'd been in touch with them about it. Miss S confirmed she was able to deal with the mortgage despite her personal circumstances. But she felt TMB were questioning her integrity in pressing for evidence and explained her situation was impacting her mental health. TMB apologised. They passed her account to a specialist team to provide support. They asked her to keep them updated about progress with the re-mortgage.

In June 2022 TMB wrote again to Miss S asking her to get in touch. They said their specialist team would continue to look after her account for another 30 days, but they'd try and contact her again if they didn't hear from her. When TMB weren't able to discuss things substantively with Miss S, they wrote to her at the end of August 2022. They explained the lack of contact led them to believe she no longer needed specialist support and their end of term team would be in touch to discuss her plans for paying off the mortgage.

In mid-September 2022 TMB wrote to Miss S saying they'd again asked an agent to visit her about the mortgage and warning once more they may have to start legal proceedings to repossess the Property. When the agent couldn't contact Miss S, TMB wrote again in October 2022 asking her to get in touch and setting out once more what might happen.

Miss S rang TMB in early November 2022. She told them she'd suffered a bereavement and was continuing to provide care for another family member but was able to deal with the mortgage. She said she was still re-mortgaging with the other lender, but it was in its early stages. Miss S was unhappy with the treatment she'd received from TMB on an earlier call. TMB upheld her complaint, issued a response and paid her compensation of £50. TMB put another hold on the account until late November 2022 for Miss S to update them on the re-mortgage.

In early December 2022 TMB wrote to Miss S when she hadn't been in contact. They said they were sending an agent to visit the Property, that they may appoint Receivers to manage it and repeated earlier warnings about the possible financial consequences of that.

Agents visited the Property in mid-December 2022 and contacted the occupants. Miss S was unhappy her tenants were made aware of her business. She said they'd found the agents aggressive. She said she felt vulnerable and let down by TMB; she was still caring for a family member; and damp at the Property needed to be sorted out before the re-mortgage could go ahead. She was unhappy too that when she'd rung TMB they hadn't been able to verify her identity and didn't agree to put her through to a manager. She complained.

TMB responded to the complaint in January 2023. They upheld her complaint about verifying her identity since they'd made a mistake in taking down her name - and they apologised. TMB said they hadn't been wrong not to agree to her speaking to a manager since she hadn't explained why she wanted to, and other colleagues were able to deal with her queries. And they said it had been appropriate for the agent to visit the Property as they hadn't been able to get hold of her at her home address. They logged a complaint with the company the agent worked for about their alleged behaviour towards the tenants. That company issued a response in around January 2023.

In February 2023 TMB removed the hold on Miss S's account. They began possession action and appointed Receivers to manage the Property. In March 2023, the Receivers wrote to Miss S setting out, amongst other things, their duties in relation to collecting the rent and insuring the Property. They wrote too to the occupants of the Property asking for evidence of the tenancy and explaining the steps they'd be taking.

Miss S raised further concerns with TMB at the end of March 2023. She said the tenants had been distressed by the Receivers' contact. She said her plan to re-mortgage with another lender had been delayed because of credit file issues. And she explained that when she got back to the UK from abroad in mid-April she planned to resubmit her application and send through evidence of her mortgage offer and completion timescales. TMB said they'd delay action for 30 days to give her time to take those steps. During April 2023 Miss S said her tenants were being harassed. TMB said their checks with their agents showed no visits had been made to the Property since December 2022.

TMB spoke to Miss S in mid-May 2023. She said then the Property was on the market, and she was still trying to re-mortgage as well. TMB said no further action had been taken since they'd spoken in April 2023, but a hearing date was awaited. Miss S disagreed. She said the tenants were still being harassed and there had been a visit that month.

In mid-June 2023 Miss S was upset when she received correspondence about the court action. She'd understood all action was on hold. She explained to TMB then her mental

health was poor, and she had ongoing caring responsibilities. She said she was continuing to market the Property and at the same time to re-mortgage but had raised a complaint with the potential lender. TMB signposted her to where she could get help; they raised another complaint; and they passed Miss S's account to their specialist team once again.

At the end of June 2023 Miss S told TMB she'd applied to re-mortgage with a different company. TMB confirmed a hold on action was in place until 21 September 2023. Miss S agreed to let them know if the re-mortgage wasn't complete by then.

In mid-July 2023 Miss S rang TMB again after receiving a court date for early August 2023. She said the letter advising of the court date had been attached to the door of the Property for her tenants to see, her relationship with her tenants had been adversely affected and her details had been disclosed to the public. She felt TMB had committed a data breach. Miss S said she'd understood the account was on hold. And she was unhappy with time she'd had to spend on the phone. TMB put all action on hold with a view to reviewing things in September. Miss S was able to redeem the mortgage by then.

In May 2023 Miss S brought her complaint about the issues TMB had responded to in January 2023 to the Financial Ombudsman Service. At the same time, she raised concerns about more recent events and TMB's wider actions in managing her account. TMB considered those concerns when they responded to another complaint in August 2023. They agreed we should consider that complaint as well.

Our investigator didn't think TMB needed to take any action in relation to Miss S's January and August 2023 complaints. In summary, he thought the steps they'd taken were fair; they'd acted reasonably in appointing agents to visit Miss S and the Property when they had, given her lack of contact with them; they'd given her an appropriate level of support and forbearance; their apology was enough to put right the inconvenience caused when TMB had been unable to verify her details when she rang in December 2022; and they weren't responsible for any data breach that may have occurred when the court notice was attached to the Property door.

Miss S was unhappy with our investigator's view. She felt some of the things he'd said weren't accurate and TMB should be held responsible for a data protection breach since her personal details in the court document attached to the front door of the Property could be seen by the public.

Since Miss S's complaints hadn't been resolved they were passed to me to decide. I recently issued a provisional decision, an extract of which follows:

“What I've provisionally 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've summarised the events that took place above based on the available information including TMB's records. I haven't mentioned everything. And I won't mention either all the points the parties have made or all the documents they've provided. No discourtesy is intended by that. It simply reflects the informal nature of the service we provide. I'll focus on what I consider key to coming to a decision about what is fair and reasonable in all the circumstances. Where the parties' evidence conflicts, I've come to a view about what is more likely to have happened than not. In coming to that view, I will give more weight to information in a document created at the time than to a party's recollection.

I'm only considering here the complaints TMB responded to in their letters dated January

and August 2023. I've mentioned above that Miss S raised other complaints about specific service issues. From what I can see, TMB responded to those at the time. To be in time for us to look into them, Miss S would have had to bring them to us within six months of TMB's responses. I acknowledge her personal circumstances were difficult, but I'm not aware of any exceptional circumstances that explain why she didn't. So, I won't consider those complaints here.

I'm issuing a provisional decision since I'm addressing some issues our investigator didn't reach a view on and my outcome differs in part. That will give the parties the chance to consider what I've said and make further comments before I issue a final decision.

The starting point for considering this complaint is the mortgage itself. The terms and conditions of the mortgage made clear that:

- The loan had to be repaid immediately at the end of the term (condition 17);
- TMB could appoint a Receiver to, amongst other things, make whatever arrangements they saw fit with tenants and take action to end the tenancy and recover possession of the Property. If a Receiver was appointed, they'd be considered Miss S's agent and she would be solely liable for his actions (condition 19); and
- Miss S was obliged to pay TMB's expenses in full plus interest, including those relating to the cost of any legal proceedings in connection with the mortgage or the Property whether brought against her or anybody else, which would include her tenants (condition 23).

Miss S's mortgage is an unregulated BTL mortgage, so the rules set out by the Financial Conduct Authority in relation to mortgages don't apply. As Miss S is a professional landlord, I wouldn't expect TMB to have shown her the same level of forbearance as a borrower whose own home might be at risk. And I'd expect Miss S to have engaged with TMB to discuss her situation. But I'd still expect TMB to have treated Miss S fairly before taking any action to repossess the Property or putting Receivers in place to manage it.

TMB were entitled to expect Miss S to repay the mortgage in June 2017 in line with the terms of the mortgage contract. TMB had warned her, in the months before, that the mortgage term was ending. She had time to arrange to repay it then. When she didn't, TMB discussed with Miss S her options for repaying the mortgage in October 2017 – and again in January 2019. They gave her time to consider things and come back to them. It was reasonable for them to act when they hadn't heard anything from her by February the following year.

TMB warned Miss S many times the consequences of failing to repay the loan would include taking action to repossess the Property and appointing Receivers to manage it. And they explained she'd be responsible for the costs associated with that and that her credit file could be affected. So, I think TMB managed her expectations about what might happen, and she ought reasonably to have understood the importance of keeping in touch.

Miss S gave TMB different information at different times about her plans to repay the loan. Initially she intended to sell the Property; she said later she intended to sell her residential property; and she was hoping to re-mortgage the Property as well. It was reasonable for TMB to expect Miss S to keep them up to date with her plans in line with deadlines they set and to provide them with evidence of the steps she was taking. Since she didn't always do so and since her plans were changing, I can understand TMB may have had some doubts about her intentions. But they acted reasonably by, for example, allowing her two periods of

12 months each between June 2019 and June 2020, and between March 2021 and March 2022 to take steps to sell property or re-mortgage to repay the loan.

Miss S assured TMB she was able to deal with the mortgage despite her situation. But they fairly took account of Miss S's difficult personal circumstances by putting the management of her account with their specialist team, initially in April 2022. Given the support TMB were providing, it was reasonable for them to expect Miss S to keep them updated with her plans.

It was nearly five years by then since the mortgage had ended. They warned Miss S in June 2022 the support would end if they didn't hear from her. Despite that, TMB held off taking legal action for several months more.

Miss S had difficulty in speaking to TMB when she called them in mid-December 2022. They failed to verify her identity correctly. And when she did get through she was unhappy they wouldn't put her through to a manager. She raised concerns about the actions of agents TMB had instructed to visit the Property. TMB apologised for mistakes they'd made in handling her call. That was fair to put things right. She was able to speak to someone shortly afterwards. On balance, it wasn't unreasonable for TMB not to transfer her to a manager. She didn't explain why she wanted that to happen and TMB's other staff were in a position to deal with her case.

At times when TMB weren't able to contact Miss S they wrote to let her know they were appointing agents to visit her. It wasn't unreasonable for them to try and track her down at the Property when attempts to do so at home were unsuccessful in December 2022. When Miss S was unhappy with the agent's behaviour towards her tenants, TMB referred her complaint to the company who managed the agents to investigate and respond. That was fair since that company was best placed to look into what had happened. So, I don't think TMB did anything wrong in relation to that part of her complaint.

Although Miss S had reminded TMB of her difficult personal circumstances in December 2022, on balance, I don't think it was unreasonable for them to go ahead with formal action shortly afterwards. Miss S had made little progress with a sale and problems had arisen with the re-mortgage application due to damp at the Property. There didn't seem to be any prospect then of her paying the mortgage off soon. TMB had warned Miss S about the possible action and its consequences several times. Miss S had said she was able to deal with the mortgage despite her personal circumstances. She hadn't taken advantage of the specialist support TMB had put in place. And they held off with legal action or appointing Receivers until around February 2023, almost six years after the mortgage term had ended and Miss S should have repaid the loan.

As the mortgage terms made clear, once appointed, the Receivers were acting on Miss S's behalf in managing the Property. The Receivers explained their role in a letter they sent to her in March 2023. There's no evidence to suggest TMB were directing the Receivers' actions following their appointment. So, even if TMB had been able to put a hold on the court action, it wouldn't be fair to hold them responsible for what the Receivers were doing. If Miss S had concerns about the Receivers' behaviour, she would have had to contact them direct.

However, it was reasonable for Miss S to understand, following her conversation with TMB at the end of March, that they'd put all action on hold until around the end of April 2023, since they said then they'd put a hold on her account for 30 days. And TMB's records suggest they planned to take no action until they'd spoken to Miss S on her return from abroad in mid-May.

Miss S complained about visits taking place to the Property during April 2023. Based on

checks they made with their agents, TMB told her no visits had been made since December 2022. But invoices they received suggest visits had been made. For example, an invoice for an occupancy check was sent in late March and the Receivers charged for a property report in April. Other invoices suggest action was going on in April and TMB's records show they instructed letters before action to be sent that month. So, they ought to have known what was happening in practice. There is also evidence of action being taken in May. The Receivers raised an invoice for safety related work at the Property which seems to coincide with a visit Miss S said took place on 11 May and which TMB denied had happened.

Even though TMB may have planned to extend the hold until they'd discussed things with Miss S in mid-May, I don't think that's what happened. Their notes suggest they were unable to suspend the Receivers from discharging their legal obligations to manage the Property and ensure its safety without standing them down altogether. TMB's records show they didn't take that decision until mid-July. If that's right, the information TMB was giving Miss S about the ongoing activity in April and May wasn't accurate. So, I can understand she was upset.

I appreciate she was upset too when she got a letter in June about the repossession action since she thought all action had been suspended. But TMB had discussed things with Miss S on her return to the UK in mid-May. They'd said they were waiting for a hearing date. The hold had come to an end and, from what I've seen, TMB didn't confirm they'd extend it. The sale of the Property and the re-mortgage were still in the early stages despite the time that had passed. TMB's discussions with Miss S didn't conclude at the time, and their attempts to call her back were unsuccessful. In the circumstances, on balance, it was fair for TMB to carry on with the action they were taking following that conversation.

TMB moved the management of her account to their specialist team again in mid-June. Even though Miss S had begun a new application to re-mortgage with a different lender since she'd run into problems with the previous one, and further time had passed, they fairly took account of her more difficult personal circumstances. TMB said then they were putting another hold on her account. However, in mid-July Miss S complained a court document had been served by attaching it to the door of the Property. TMB had no control over how the document was served so I don't think it's fair to hold them responsible for that. But Miss S reasonably understood that TMB had put action on hold since they'd said they would in June. I can understand it was upsetting when further action was taken in spite of that.

It wasn't until mid-July that TMB seem finally to have held all legal action and Receiver activity until late September. And Miss S was then able to arrange for the mortgage to be repaid.

Bearing in mind everything I've said above, I think TMB treated Miss S fairly and reasonably in relation to the management of her account save for certain periods between the end of March and mid-May 2023 and between mid-June and mid-July 2023. She reasonably understood that no action would be taken in relation to the mortgage during those periods. So, I've thought about the impact of that on Miss S.

In April 2023 Miss S had to deal with concerns raised by her tenants about visits to the Property and make calls to TMB to discuss the situation. The information TMB provided wasn't accurate. Given Miss S's ongoing difficult personal circumstances and the problems she was having with selling or re-mortgaging the Property, I can understand it was a stressful few weeks. However, I don't think it was reasonable for Miss S to think the hold was continuing beyond mid-May when she wasn't in touch with TMB to complete her discussions. And they'd let her know then they were waiting for a hearing date. So, whilst she was particularly upset in June when she had a letter about the legal action, I don't think it's fair to take that into account in considering how TMB should compensate her.

However, TMB didn't hold the action when they said they would in June. Although I don't think they are responsible for the way in which the court document was served, Miss S wasn't expecting any further action at that stage. And given her personal circumstances and ongoing delays with selling or re-mortgaging, I can understand she will have suffered further distress. Bearing everything in mind, I think TMB should pay Miss S £250 for the distress and inconvenience she suffered during the periods I've mentioned.

I've thought carefully about the charges TMB raised and added to Miss S's mortgage account. They were entitled to raise charges under condition 23 of the mortgage, which I've referred to already. I'd expect any charges they passed on to have been reasonably incurred and reasonable in amount.

Since I think it was fair to take legal action and to appoint the Receivers, the charges were reasonably incurred. Even though some of them relate to activity carried out during April 2023 when Miss S understood action was on hold, I think the steps taken then would likely have been taken in any event once the hold was lifted in mid-May. On that basis, Miss S would have been responsible for them anyway. So, it's fair she paid them in the end.

Although Miss S may not have been notified about them until later, all the charges I'm aware of seem to have been incurred before June when TMB agreed to suspend any further action until September - even though they don't appear to have taken that step until mid-July. I'll consider any further evidence the parties wish to provide about that. Given the work carried out by the solicitors and the Receivers, the charges don't seem unreasonable in amount. Based on what I know so far, I won't require TMB to reimburse them.

Bearing everything in mind, I intend to uphold Miss S's complaint on the basis I've set out above. I think it's fair and reasonable for TMB to pay her compensation for distress and inconvenience for the reasons I've explained. Beyond that I think TMB have treated her fairly and I don't require them to do anything else to put things right.

My provisional decision

I intend to uphold Miss S's complaint and direct The Mortgage Business Plc to pay her £250 compensation for distress and inconvenience."

Developments

Miss S was unhappy with my provisional decision. She didn't agree she should have had to pay the charges that were added to her account in relation to the Receiver and legal action. She felt she'd been put under a great deal of stress and anxiety by TMB. And she said they gave her misleading information including about putting her with their specialist team since they had no such resource.

Miss S didn't think I'd taken into account the inconvenience she, the family member she cares for and her tenants had suffered. She said her reputation had been tarnished by the court document being fixed to the door of the Property and TMB should be held responsible for that. And Miss S felt the calls she had with TMB should be reviewed.

TMB agreed to pay Miss S the compensation of £250 I proposed.

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 appreciate Miss S's strength of feeling about the complaint. She had clearly been dealing with difficult family circumstances over a long period. I understand those circumstances made arranging the repayment of the TMB loan all the more challenging. And I appreciate the stress Miss S was under.

I've listened to relevant calls she had with TMB and reviewed what happened in light of them. They don't substantively affect my view on how Miss S's complaint should be resolved fairly and reasonably. The calls generally reflect TMB's records and confirm what I said in my provisional decision.

On a call in early November 2022, TMB explained the action they'd take if Miss S didn't keep them updated and they put a hold on the account for two weeks. They wrote to Miss S in early December to let her know agents would be visiting the Property when she wasn't in contact.

TMB apologised when Miss S wasn't able to speak to them around the time of the visit in mid-December. From the discussion Miss S had with TMB on 20 December 2022, it was reasonable for Miss S to think they wouldn't take any action while the complaints she'd raised were being looked into. But, TMB said it was important Miss S keep in contact; she needed to provide evidence of the damp issues that were affecting the Property at the time and their effect on her re-mortgage application; and the time TMB could hold action might be limited.

TMB responded to the complaints Miss S had raised at the end of January 2023. Miss S told TMB later she didn't get the letter at the time and was expecting action to be delayed until all her complaints had been resolved. But TMB had responded to the complaint. There's no evidence they made a mistake in sending the response to her. And I'm not aware Miss S was in contact in the meantime to give an update on her plans for repaying the mortgage or, even if she had, that she had any offers. So, I still don't think it was unreasonable for them to take legal action in February 2023.

It's unfortunate Miss S was abroad when the Receivers wrote to her and her tenants in March 2023 to confirm their appointment as she'd have been aware of the action they'd be taking to manage the Property on her behalf and the contact they'd have with the tenants. I'm not aware she let TMB know she'd be going abroad or how she could be contacted before she went. So, it isn't reasonable to hold TMB responsible for the fact correspondence didn't reach her there.

It was reasonable for Miss S to think that no action would be taken until the end of April since that is what TMB told her when she spoke to them at the end of March 2023. I can understand it was distressing for Miss S to have to deal with her tenants' concerns from abroad during April 2023 at a difficult time for her personally. And Miss S was understandably upset when she spoke to TMB in mid-May. But they made it clear then they couldn't put a hold on the account while she got offers to sell or re-mortgage the Property – and she should keep them updated about that. During the call they checked with the solicitors and Receivers about visits to the Property. And, based on what they said, TMB reasonably told Miss S no further visits were anticipated until an eviction took place. Although TMB said they'd ring back to discuss whether the concerns she raised about ongoing visits being made to the Property could be dealt with as part of the existing complaint or as a new one, they couldn't get hold of her when they tried. They didn't say the ongoing complaints would delay legal action. And Miss S wasn't able to provide confirmation of any offers. In all the circumstances I still think it was fair for TMB to carry on with legal action then. And it wasn't reasonable for Miss S to think action was on hold at that stage.

However, it was reasonable for Miss S to think from the call that took place at the end of

June that all action was on hold while she pursued a re-mortgage with an alternative lender. TMB clearly said her account was on hold until mid-September. So, I still understand why it was a shock when the court document was attached to the door of the Property in mid-July. I acknowledge the document may not have been served if TMB had stood down the solicitors and Receivers in June. But, for the reasons I explained in my provisional decision, I'm still not persuaded it's fair to hold TMB responsible for the way in which it was served, or any data breach Miss S might be able to show.

I appreciate Miss S's concerns about the impact of visits made to the Property on her tenants and that Miss S felt the care she was able to give her relative was affected by her dealings with TMB. I can only consider the impact of TMB's actions on Miss S since this is her complaint. I appreciate she was upset by the impact on those other people and her relationship with them may have been affected. And I have taken that into account in assessing how TMB should compensate her.

I've also considered her concerns about the service TMB provided and her point that the specialist team she'd been told would support her didn't exist. At times when Miss S called TMB she was passed between different teams, had to repeat information several times and was on hold for lengthy periods. In June 2023 the advisers she initially spoke to seemed unaware of the specialist team that existed. But she was put through to an appropriate person eventually. I can understand the calls were distressing given Miss S's difficult personal circumstances and because action was being taken when she understood things were on hold. But, on balance, I think TMB treated her fairly. Generally, the TMB advisers Miss S spoke to were empathetic, listened to her concerns and referred her to agencies who might have been able to support her personal circumstances. And, apart from the periods I've mentioned, I think they managed Miss S's expectations appropriately about the action they'd take.

On balance, I still think the compensation of £250 I proposed is fair and reasonable taking into account all the circumstances and bearing in mind TMB have already resolved some of her concerns which, as I've explained, I'm not considering here.

I haven't changed my mind about the charges Miss S had to pay either. As I've noted, TMB confirmed all action was on hold at the end of June, rather than mid-June as I mentioned before. There's no new information to suggest any of the charges were incurred following that confirmation, even if they were added to Miss S's account later. For the reasons set out in my provisional decision it was fair for TMB to add the charges to Miss S's account in line with the terms and conditions of the mortgage.

Bearing everything in mind, whilst I understand Miss S will be disappointed, I see no reason to change the outcome I came to in my provisional decision.

Putting things right

For the reasons I've explained, TMB should pay Miss S compensation of £250 for distress and inconvenience.

My final decision

My final decision is that I uphold Miss S's complaint and direct The Mortgage Business Plc to pay her £250 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 31 May 2024.

Julia Wilkinson
Ombudsman