

The complaint

Miss A and Mr B have complained about poor service they received from Trussle Lab Ltd trading as Better.co.uk (and referred to here as Better) in relation to a mortgage application.

What happened

I won't set out the full background to the complaint. This is because the history of the matter is set out in the correspondence between the Miss A and Mr B and our service, so there is no need for me to repeat all the details here. In addition, our decisions are published, so it's important I don't include any information that might lead to Miss A and Mr B 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.

Miss A and Mr B were purchasing a property and contacted Better to arrange a mortgage. Better is an online mortgage brokerage. On 18 August 2023 an application was made to a lender I will call NW.

Miss A and Mr B were told by Better that NW required further documentation and they submitted this to Better. On 29 August 2023 Better contacted Miss A and Mr B saying:

"After careful consideration and review of all information and documents provided, I regret to inform you that my recommendation will no longer be suitable for your circumstances and I will not be able to assist you any further on this occasion. This is not to say that you will not be able to get a mortgage elsewhere, it simply means that we will not be able to assist on this occasion."

On 30 August 2023 Miss A and Mr B contacted NW and were told that NW had requested additional documentation on 23 August 2023 (and which Miss A and Mr B had provided to Better) but they'd never received this, and the application was still open.

Miss A and Mr B asked Better to provide evidence that NW had declined the mortgage application. Better replied:

"I am unable to confirm the reason we have received a conflicting decision from the lender. I am sorry we are unable to disclose any further information."

Miss A and Mr B complained to Better. In its final response letter Better said that *"the lender was no longer willing to proceed"*. This confused Miss A and Mr B, who'd been told by NW that there had, in fact, been no decision on their application, as the documentation NW had requested from Better (and which Miss A and Mr B had provided to Better) hadn't been sent to NW to enable the underwriters to consider it.

Miss A and Mr B had to let the NW application lapse in order to be able to apply for another mortgage through another broker and a new lender. As the application had been submitted to NW by Better, Miss A and Mr B weren't able themselves to withdraw it from NW.

Miss A and Mr B brought their complaint to our service. An Investigator looked at what had happened and contacted Better to provide its file. Better failed either to respond or engage with the Investigator.

After looking at what had happened, the Investigator was satisfied that the service provided by Better was unsatisfactory. He recommended Better pay compensation of £350 for distress and inconvenience. He noted Miss A and Mr B were able to secure a mortgage elsewhere to purchase the property. He also noted that, although the application to NW had left a footprint on their credit files, there was no adverse information recorded as a result of this.

Miss A and Mr B accepted this, but Better failed to respond, despite chasers from the Investigator. Because of this, I am issuing a final decision.

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 have reached the same decision as the Investigator, for broadly the same reasons.

First, I will explain that financial businesses are required to co-operate with our investigations. It is very disappointing that Better hasn't responded to our correspondence, and that attempts by the Investigator to call have not been successful.

Better has failed to provide any evidence to persuade me that the documentation provided by Miss A and Mr B was forwarded to NW, and that this resulted in NW declining the application. I prefer the evidence of Miss A and Mr B, which is that NW told them that the documentation it had requested had never been sent by Better (notwithstanding that Miss A and Mr B had sent it to Better) and that no decision had been made on the application.

In the circumstances, I'm satisfied the service provided by Better fell short of the standard required of a competent mortgage broker. As a result of the poor service provided, Miss A and Mr B were left confused and upset, and had to find another broker who was able to secure a mortgage for them to enable them to purchase their property.

Putting things right

I'm satisfied a payment for distress and inconvenience is warranted, and I think £350 is fair, reasonable and proportionate. I feel it necessary to remind Better that if Miss A and Mr B accept my decision, it will be legally binding on Better and enforceable through the courts if Better does not comply with payment of my award.

My final decision

My decision is that I uphold this complaint. I direct Trussle Lab Ltd trading as Better.co.uk to pay Miss A and Mr B £350 compensation.

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 Miss A and Mr B to accept or reject my decision before 6 November 2024.

Jan O'Leary
Ombudsman