

The complaint

Mr F and Miss H complain about the poor service provided by Lenvi Servicing Limited trading as Lenvi ('Lenvi'), which meant that the process of moving their Help to Buy: Equity Loan (the loan) from joint names into Mr F's sole name took seven months.

Although the complaint has been brought by both Mr F and Miss H, it is Mr F who has been dealing with the complaint, so I will mainly refer to him alone throughout this decision.

What happened

Mr F and Miss H took out a Help to Buy: Equity loan in April 2020. Lenvi is the administrator for the loan. Mr F wanted to remove his ex-partner from loan so that it would be in his sole name. He says that he started the process in mid-October 2023 and it took over seven months to complete as it concluded on 31 May 2024. Mr F complains that the process was held up by Lenvi due to numerous issues involving incompetent and poorly trained staff, bad customer service, long waits when phoning, inability to give clear instructions regarding the documents required, poor communication, failure to take action once documents were received and not keeping promises to call back or email.

Mr F says that Lenvi has caused him considerable stress during a difficult time. He says that he has also lost out financially, as it cost him an additional £1,000 to keep his solicitors on a retainer for the additional time. Mr F would like to be compensated for these, along with for the time it has taken him to resolve the issue. He would also like the administrative charge that he paid to Lenvi to be refunded, as he does not believe that the service he has received has been acceptable.

Lenvi accepted that the service it provided to Mr F fell short and that the process of getting the correctly completed deeds templates from his solicitor should have been handled more efficiently. It apologised for the occasions where call backs and responses to emails were not completed in a timely manner and acknowledged that telephone hold times could be excessive. In light of this, Lenvi has refunded the £115 administration fee and paid Mr F an additional £200 for the distress and inconvenience caused.

Our Investigator looked into Mr F and Miss H's complaint and did not think that Lenvi needed to take any further action. He found that, as the documents sent by Mr F and his solicitor prior to 15 March 2024 did not meet the requirements previously made clear by Lenvi, he could not say that Lenvi had acted unreasonably or unfairly by not accepting the documents provided and progressing the application at that stage. It wasn't until 15 March 2024 that all of the requirements had been fulfilled and the Investigator did not find that this was the fault of Lenvi.

In relation to the issues regarding the service received, getting call backs and call waiting times, the Investigator concluded that the refund of the administration charge was fair, as Mr F had not received the standard of service he expected. He also found that the payment of £200 for the distress and inconvenience caused was fair in relation to Lenvi's accepted failure to respond in a timely manner and the call waiting times endured by Mr F.

Mr F does not agree with this so the case has come to me to make a final decision. He says that the initial delay between him requesting that his ex-partner was removed from the loan and this request being noted by Lenvi was two months, which is unacceptable. He says that

the relevant documents were submitted but their receipt and processing were delayed, causing unnecessary communication between his solicitor and Lenvi.

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 looked at the evidence, I agree with the Investigator's view for broadly the same reasons and I've explained my reasons further below.

Mr F wanted to remove Miss H from the loan, which required them to make an application for a Transfer of Equity (TOE).

I can see that Mr F initially emailed Lenvi on 17 October 2023 enquiring about the removal of Miss H from the loan account.

The next entry on Lenvi's contact notes is not until 15 December 2023, when it is recorded that a TOE application form, mortgage offer, payslips and P60 were uploaded onto Lenvi's system. Mr F says that he made several attempts to obtain the correct form during the intervening period but either the lines were busy or the wrong form was sent. He says that he only received the correct forms on 15 December 2023 so was only able to submit the form on that date.

It is clear that Lenvi has accepted that it did not respond to Mr F in a timely manner and it has also accepted that its telephone hold times could be excessive. So it is not necessary for me to come to any further conclusion on this issue, as Lenvi has accepted that its service in this respect was not good enough. I will later address whether I think the offer it has already made in respect of this is fair.

Clearly, Lenvi could only progress Mr F's application once this had been received, and it appears to be accepted that this was on 15 December 2023. On the same date, Lenvi explained that it would need confirmation from Mr F's mortgage provider on a headed letter or email of whether a deed of postponement (DOP) was required or not.

Mr F sent an email on 21 December 2023, copying in his solicitor and saying that they could provide the necessary information and asking if Lenvi needed to send something formal or whether the solicitor just needed to respond to the email. Lenvi responded on 22 December 2023 setting out that the mortgage provider would need to confirm the position with the DOP. Lenvi said that, if a DOP was required, it would also need a copy of the old mortgage offer, new mortgage offer, redemption statement (dated no longer than a month ago), the unsigned DOP and an administration fee of £115. Lenvi said that it could provide a template of the DOP to Mr F's solicitor if required.

The Lenvi phonelines were then closed between 22 December 2023 and 2 January 2024, due to the Christmas period. On 5 January 2024, Lenvi emailed the DOP template as requested.

Mr F contacted Lenvi again on 23 January 2024, asking if it had received the DOP. The adviser set out that Lenvi had requested a letter from the mortgage lender stating whether or not a DOP was required and that this had not yet been received. Although it is recorded that Mr F said at the time that Lenvi had not requested this, I am satisfied that this was made clear in the emails of both 15 December 2023 and 22 December 2023 referred to above.

On 24 January 2024, Mr F called again requesting an update. Lenvi sent an email to Mr F and his solicitor on this date stating that in order to proceed it would need the original mortgage offer, redemption statement, unsigned DOP, unsigned deed of release (DOR) and £115 administration fee. It attached the DOP and DOR templates and its legal pack for the TOE process.

Mr F called on 30 January 2024 to pay the administration charge of £115 and arrears payments. He said that his solicitor would send the requested documents the following day. However, nothing was received.

On 9 February 2024, Mr F's solicitor called for an update following an email it said it had sent on 1 February. However, Lenvi advised that this had not been received so asked for it to be resent. Again, I can't hold Lenvi responsible for any delay here if it didn't receive the requested documents.

On 28 February 2024, the solicitor called again to notify Lenvi that the documents had been sent and requested that the deeds were reviewed and sent for sealing. It is recorded that Lenvi uploaded the redemption statement, mortgage offer, DOP and DOR on this date.

Once these had been sent to the deeds department, it became apparent that some amendments were required so Lenvi left a voicemail with Mr F's solicitor asking them to call back. Mr F called the following day, on 29 February 2024, asking what was required next. Lenvi sent an email to Mr F and his solicitor at the same time requesting that the DOP, DOR and redemption statement dated within 30 days needed to be sent separately so they could be uploaded as individual documents; requesting that title pages were added to the DOP and DOR and attaching a template to demonstrate what was required; and asking for the original mortgage offer from when the loan first started.

Mr F called for an update on both 11 March 2024, when the DOP, DOR and redemption statement were uploaded, and again on 12 March 2024. He was advised that Lenvi would be in touch if there were any updates or amendments required once the deeds department had reviewed the documents.

On 13 March 2024, Mr F called again as he hadn't received an update. Lenvi emailed him and his solicitor whilst he was on the phone setting out that there were outstanding documents and amendments required. The DOP and DOR had no title page, the redemption statement was out of date and there was no original mortgage offer.

I can see that the DOR and DOP received by Lenvi on 11 March 2024 were missing the title page, which formed part of the template that had previously been sent by Lenvi on a number of occasions. I also note that Mr F stated during the call on 13 March 2024 that he had already sent the mortgage offer. However, it appears that what he had sent was the new mortgage offer from January 2024 and not the original mortgage offer from when the loan had been taken out in 2020. I'm satisfied that the requirements had previously been made clear and, as Mr F's solicitor did not send what was required, the application could not be progressed.

On 14 March 2024, Mr F called Lenvi asking for the documents sent by his solicitor to be uploaded. He was again advised that Lenvi needed the original mortgage offer from when the loan first started, and that the DOP and DOR needed to be on the template with the cover page present. Another email was sent to the solicitors to this effect. Again, I don't think it was unreasonable that the TOE was not progressed at this stage, as the correct documents – which had been requested in clear terms by this stage – had not been provided.

Mr F says that he has sent the DOP and DOR multiple times but due to poor (or no) instructions they have repeatedly failed to meet Lenvi's requirements. As set out above, I am satisfied that Lenvi did advise Mr F and his solicitor of what was required. It was then the responsibility of Mr F and his solicitor to provide Lenvi with the correct documentation and information required for the TOE. So I can't reasonably hold Lenvi responsible for the delay here.

On 15 March 2024, Mr F contacted Lenvi again as he was unhappy that further amendments had been requested. It was explained that until his solicitor had sent the correct information, there was nothing Lenvi could do. Later, that day Mr F called again as his solicitor had sent

in a new DOP and DOR. At this stage they were sent to be reviewed prior to being sent for sealing. The DOP was posted to Mr F's solicitors on 25 March 2024 and the DOR on 2 April 2024.

Mr F says that it took until 31 May 2024 for the process to be completed. I can see that both Mr F and his solicitor were unhappy that Lenvi was unable to expedite this. Lenvi provides a guide timescale of up to eight weeks for the sealing and delivery of deeds, from the date the last required document is received in the correct format. From the receipt of all of the correct documents on 15 March 2024, I can see that the sealing of the deeds took slightly longer than this, however I note that the eight weeks is a guide rather than a guarantee, so I can't say that the time taken for this part of the process was excessive in itself.

Mr F says that he fails to understand how the Investigator concluded that Lenvi acted in a satisfactory manner. But the Investigator did not conclude this. He was also of the view that Lenvi had not acted unfairly in relation to receiving the required documentation in the correct format, or that it was at fault for the delay caused by the documents not being sent in the correct format. However, it was accepted that Lenvi had failed to respond to Mr F's emails and call back requests in a timely manner at points during the application and that he had endured long waiting times when calling. The Investigator found that the offer made by Lenvi in respect of these issues was fair.

I have also considered the offer made by Lenvi. Mr F has said that there was poor communication from Lenvi and that, if it were not for him and his solicitor chasing it, they would not have known that there was an issue which could otherwise have been resolved. He complains that when information was sent, it would not be uploaded by Lenvi in order for the case to be progressed, and action would only be taken when prompted by Mr F or his solicitor. Mr F has also complained that Lenvi did not call back or email when it said it would which meant that he had to stay on the line whilst the operator composed an email to send, as he lost faith in Lenvi's ability to update him once the call has ended.

I can understand that this has been a frustrating process for Mr F. And Lenvi has accepted that it should have handled this more efficiently, in terms of call backs and responses to emails not being completed in a timely manner and excessive telephone hold times. Given that the service was not up to the standard Mr F was entitled to expect, I am satisfied that the offer made by Lenvi to refund the £115 administration fee and pay a further £200 is fair to recognise the distress and inconvenience caused to Mr F in this regard.

As I do not find that Lenvi is responsible for the delay in Mr F and his solicitor providing the correct documentation, I am not going to ask Lenvi to increase this offer. I know my decision will come as a disappointment to Mr F and Miss H, but I can't say that Lenvi has acted unreasonably or unfairly in respect of this aspect of his case, and I don't uphold this complaint.

My final decision

For the reasons I've explained above, I don't uphold this complaint and don't require Lenvi Servicing Limited trading as Lenvi to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Miss H to accept or reject my decision before 28 February 2025.

Rachel Ellis
Ombudsman