

## **The complaint**

Mr M complains about the way Topaz Finance Limited trading as Hyalite Mortgages has reported his buy-to-let mortgage to credit reference agencies.

## **What happened**

In December 2023 Mr M called Topaz to tell it he was selling his buy-to-let property and had given notice to his tenants. He said he was no longer receiving full rental payments and so wouldn't be able to afford the contractual monthly mortgage payments (CMP) for December and January. He was hoping the house sale would complete in February and the mortgage would be redeemed. It was agreed on the call that Mr M would send Topaz the memorandum of sale and details of what he thought he'd be able to pay towards December and January's monthly payments.

Mr M emailed Topaz on 2 January 2024 and said he was hoping to pay £1,000 towards December's payment and £750 in January. He asked if this could be confirmed as a payment arrangement, and he would pay more if he was able to.

On 10 January Mr M asked Topaz for a three-month payment deferral.

Topaz responded on 18 January and said it would need Mr M to complete an income and expenditure assessment and provide three months of bank statements before it could agree to the proposal.

Mr M responded on the same day to say that he hoped to be able to pay £350 for December's payment and £350 in January and he would pay more if he could. He paid £350 on 22 January.

Topaz emailed Mr M on 29 January to ask if he still planned to make the payments he'd proposed in his last email. Mr M replied on 5 February to say that he planned to make the second payment of £350 that week. He paid £350 on 20 February 2024.

Mr M complained to Topaz in February 2024. He was unhappy that it had reported missed payments on his credit file when he'd made payment proposals. He said he still hadn't received confirmation from Topaz whether the proposals had been accepted or rejected. He said his credit file was important to him as he works in the property industry and regularly needs access to credit.

Topaz said it had reported correct information to credit reference agencies as the CMPs had not been paid when they fell due, and no payment arrangement had been agreed. It also said Mr M's proposals changed, and he didn't provide the income and expenditure information it had asked for.

Mr M brought his complaint to our service. One of our Investigators looked into things, and concluded that Topaz hadn't treated Mr M unfairly. Mr M asked for his complaint to be referred to an Ombudsman, so it's been passed to me to decide.

### **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, overall, I agree with the Investigator that Topaz has not unfairly reported arrears on Mr M's mortgage account.

Topaz is required to report accurate information to credit reference agencies. It reported Mr M's mortgage as being in arrears from November 2023 onwards. It didn't report that an arrangement was in place for those months. Topaz didn't agree to any payment arrangements, so it has reported accurate information. But I've also thought about whether, acting fairly and reasonably, it ought to have agreed to arrangements based on the interactions it had with Mr M, and if it had, whether that would have made a difference.

Mr M didn't make his monthly payment in November 2023, nor did he ask for an arrangement to be put in place for that month. So I'm satisfied Topaz has acted fairly by reporting arrears, and no arrangement, for November 2023.

Whilst Mr M contacted Topaz in December about his circumstances, he didn't actually follow up with it about details of his finances and what he'd be able to pay until January 2024. I don't think it was unreasonable that Topaz wanted to know what Mr M could afford to pay towards his mortgage before it agreed to a payment arrangement, and as nothing had been agreed in December, I don't think Topaz was acting unfairly by not reporting an arrangement as being in place for that month.

However, in January 2024 Mr M did make proposals to Topaz. Initially he proposed to pay a total of £1,750, then he asked for a three-month payment deferral, and then he offered to pay £700. Topaz didn't agree to any of those proposals, and asked Mr M for information about his income and expenditure to assess his circumstances. Mr M never provided that information, and he also didn't pay what he told Topaz he was hoping to pay.

Having looked at the contact history, I do think Topaz could have responded to Mr M's proposal he made on 2 January to confirm what it would need to see to agree to a payment arrangement on the basis Mr M had asked. However, it did later ask for that information and Mr M didn't provide it. So I don't find I can reasonably conclude that it was Topaz's failure to ask for that information that resulted in an arrangement not being agreed. Mr M also didn't pay the payments he'd proposed to Topaz. So even if I was satisfied Topaz ought to have agreed to the first proposal Mr M had made in January, which I'm not, it wouldn't have made a difference to the way his credit file was reported because the arrangement he proposed wasn't kept to.

I've said I don't think it was unreasonable of Topaz to ask for information about Mr M's income and expenditure before agreeing to a formal arrangement. Whilst it could have asked him for that information earlier than it did, Mr M hadn't provided it before this complaint was made. So I'm not persuaded that's the reason an affordable arrangement wasn't agreed.

Mr M has made reference to the regulator's Consumer Duty, and the measures introduced under the mortgage charter. Neither the Consumer Duty nor the mortgage charter apply to buy-to-let mortgages such as Mr M's, so they're not relevant considerations in this case. But Topaz did still have a responsibility to treat Mr M fairly and reasonably, and support him

whilst he was experiencing difficulties. Having reviewed everything, for the reasons I've explained, I'm broadly satisfied it's done that. And so I don't find I can fairly uphold this complaint.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 March 2025.

Kathryn Billings  
**Ombudsman**