

The complaint

Mr R is unhappy because he asked Barclays Bank UK PLC (Barclays) to provide documents relating to his buy to let (BTL) mortgage but these were not sent.

What happened

Mr R says that he requested documents from Barclays in correspondence sent in October 2023 and February 2024. He says that he also made numerous calls and made a complaint in February 2024. Despite it not responding to his requests, Barclays sent him a formal demand for the outstanding amount on his mortgage on 27 March 2024.

Mr R complained to this Service by telephone on 8 May 2024. His complaint at this stage was that he had requested documents from his initial BTL mortgage application from Barclays but that it had failed to provide these. This was the complaint which this Service sent to Barclays to investigate at that stage.

Following this, on 4 June 2024 Mr R sent an email to this Service setting out that he felt that the information he had given over the phone on 8 May 2024 *"was vague therefore I feel it prudent I write to bring more clarity to the situation"*. It was only in this email that Mr R provided further information regarding the correspondence he had sent to Barclays as set out above. He also advised that he had since been sent a letter dated 24 May 2024 from Barclays stating that it intended to appoint receivers and that he had been told during a telephone conversation on 30 May 2024 that a field agent had recently visited the property.

I can see that Mr R has another complaint with this Service relating to various other issues raised in later correspondence to Barclays, including court proceedings, the notices he sent not being actioned and a DSAR request. Barclays sent Mr R a separate final response in relation to these issues and they are therefore being dealt with under a separate complaint reference. My decision will therefore only cover the issues addressed in Barclays' final response letter dated 20 June 2024 – the delay in sending Mr R the mortgage application documents and letter regarding arrears action dated 24 May 2024 – along with the field agent visit.

Barclays accepted that there had been some delays in it sending Mr R the BTL application documents he had requested. However, following Mr R's complaint, Barclays says that it located Mr R's application and sent this to him. Barclays says that its process is that when a customer has an active complaint with this Service, any litigation action is put on hold until our investigation has concluded. Although Mr R's account met the criteria for arrears action, as his complaint was ongoing it accepted that it should not have sent the letter relating to the arrears to Mr R dated 24 May 2024. As there were delays in sending the BTL applications to Mr R and the arrears letter should not have been sent, Barclays paid Mr R £200 for the distress and inconvenience caused.

In relation to the field agent visit, Barclays said that, as of November 2024 Mr R's mortgage account was over £6,500 in arrears. As Mr R is not making his contractual monthly repayments or in a payment plan to clear the arrears, it instructed a field agent to visit the property as part of collections action.

Our Investigator looked into Mr R's case. He did not think it was unreasonable for Barclays to have instructed a field agent in the circumstances. In respect of the delay in providing the

documentation and the letter sent on 24 May 2024, the Investigator thought that the £200 compensation paid by Barclays was fair and reasonable and did not ask it to take any further action.

Mr R disagrees with this, so the case has come to me to make a decision. He says that he had not requested a copy of the mortgage application, and that the document Barclays had sent him was a copy of a mortgage offer, but he wanted the original signed offer. Mr R says that the £200 compensation paid by Barclays is not sufficient. He says that in the notices he sent to Barclays he has advised it that any letters he sends will cost Barclays £500 per letter. As Barclays have not rebutted any of his allegations, he says that these fees are owed by Barclays.

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. I've explained my reasons further below.

Mr R's complaint to this Service was that he had requested his initial mortgage application documents numerous times and been told that he would get them, but they still hadn't been sent.

I can see that he sent Barclays a document which he titled 'Notice of Conditional Acceptance' dated 4 October 2023 which, amongst other things, asked it to provide evidence that the debt was owed in the form of the signed mortgage statement. This appears to have been received by Barclays on 9 October 2023. Mr R sent a further document which he titled 'Notice of Opportunity to Cure' (undated) which he says was received by Barclays on 6 February 2024 requesting further documents including his mortgage contract.

I note that on 12 February 2024, Mr R says that he sent a complaint to Barclays regarding the fact that it had not provided the documents requested. However, I have seen the email sent by Mr R and it appears to have been sent to an incorrectly spelled email address (ending 'barlcayscorp.com'), so I'm satisfied that it's unlikely that Barclays have received this.

Barclays accepts that there had been a delay in sending Mr R the document he requested. I can see that in its final response to his complaint dated 20 June 2024, Barclays confirmed that "*the BTL applications*" had now been sent to Mr R. Our Investigator also said that he had sent a copy of the application when he sent his view on 23 August 2024.

Mr R has said that what he was sent was not a copy of his application and I agree. It is unfortunate that it was referred to as such by both Barclays and our Investigator. I can see that the document sent was in fact a copy of a mortgage offer dated 5 November 2007. Mr R says that this is not signed by him and that he wants the original signed copy.

As set out by the Investigator following his initial view, Barclays has confirmed that it no longer holds a copy of the signed offer or application. Whilst this is unfortunate, I cannot ask Barclays to send something to Mr R which it does not have.

Although I can appreciate that the delay in receiving the offer document (and absence of any signed offer or application) he requested was frustrating for Mr R, I can't see that this has caused any further issues for Mr R or had an ongoing impact. It appears that the reason Mr R wanted a copy of the signed mortgage documents was to attempt to challenge the validity of the mortgage. If Mr R were to go on to make such a claim successfully, then it may be that the impact of not receiving the documents would be greater. If any such claim were unsuccessful then I can't see that there would be any impact, other than the inconvenience

of having to chase the request with Barclays. At present, I have no evidence to suggest that any such claim has been successful.

In relation to the arrears letter dated 24 May 2024, I can appreciate why it was frustrating for Mr R to receive this as he was still waiting for the documents that he had previously requested. It is correct to say that Barclays' policy is not to send such letters whilst its customers have an ongoing complaint with this Service, and that Mr R's complaint had been raised with this Service over a fortnight earlier, on 8 May 2024. However, I note that Mr R's account was in fact in arrears so, again, I don't consider that notifying him of these arrears and the action which would be taken has had a significant detrimental impact on Mr R in the circumstances.

Mr R is unhappy with the £200 compensation paid by Barclays in respect of these issues. He has said that he advised Barclays that he would charge it £500 for every letter he sent. However, the fact that Mr R told Barclays this does not mean that this should be reflected in any payment Barclays makes. In my view, the amount of £200 already paid by Barclays is fair to recognise the inconvenience caused to Mr R. And I'm not going to ask it to increase this.

In respect of the field agent visit, Barclays has provided evidence to show that the first field visit took place on 29 April 2024, for which there was no response. It tried to contact Mr R by telephone on 15 May 2024, but this was unsuccessful. A further field visit took place on 16 May 2024 and again there was no response.

I can see that, as of 24 May 2024, Mr R's mortgage account was over £3,700 in arrears. As Mr R was not paying his contractual monthly repayments and had put no plan in place to clear the increasing arrears (which had reached over £6,500 by November 2024), I don't think it was unreasonable for Barclays to instruct a field agent at that stage.

I know my decision will come as a disappointment to Mr R, but I am satisfied that the amount of £200 already paid by Barclays is fair to recognise the inconvenience caused to Mr R in the circumstances of this case. I am therefore not going to ask it to do anything further 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 Barclays Bank UK PLC to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 9 April 2025.

Rachel Ellis
Ombudsman