

The complaint

Ms C complains that her ex-husband was allowed to make changes to their joint mortgage held with Bank of Scotland plc trading as Halifax without her consent. She also complains that her mortgage payments are too high and wants Halifax to reduce the amount she's paying.

What happened

Ms C and her now ex-husband took a joint mortgage with Halifax on a capital and interest repayment basis in 2016.

Ms C spoke with Halifax in June 2023. She explained she was no longer living in the property and was looking to reduce to the monthly payment. Her priority was for the account to not fall into arrears. Halifax explained if Ms C changed her address with it, then this would apply a marital dispute marker to the account. Halifax said that after assessing Ms C's income and expenditure, the amount she was paying was showing as affordable to her.

In September 2023, Halifax wrote to Ms C and her ex-husband at the address the mortgage was secured on. This letter confirmed that the mortgage had been switched onto an interest only basis for six months under the government backed Mortgage Charter. The letter also explained that the monthly payment would increase after six months as there would be a shorter amount of time left to repay the capital.

Ms C has told us she wasn't living there at this time. Ms C has also told us that she wasn't aware her ex-husband had asked for the mortgage to be switched to interest only for six months, and he hadn't obtained her consent to make this change. Ms C's ex-husband has since moved out of the property and stopped making payments, whilst she is now living back in the property and has taken over paying the mortgage.

Ms C says she only found out about the temporary switch to interest only in April 2024 and complained about this to Halifax. She said she hadn't agreed to this change, and it wasn't fair that she was now unable to benefit from the mortgage charter concessions as her ex-husband had.

Halifax didn't uphold the complaint. It explained that taking the Mortgage Charter for six months was something that was done online with no advice from Halifax. It said Ms C's ex-husband had ticked a box to say he had the consent of both parties to make this change. And Halifax said it had written to the property address to confirm these changes. Halifax said it hadn't been aware that Ms C wasn't living there and had no alternative address for her.

Unhappy with this response, Ms C referred the complaint to our Service where one of our Investigators looked into it. She was satisfied that Halifax had fairly considered Ms C's request to reduce her payments, but that the mortgage was showing as affordable to Ms C. And our Investigator didn't think that allowing Ms C's ex-husband to switch the mortgage to interest only for six months had caused Ms C a financial loss. However, our Investigator said Halifax could've kept Ms C better informed, and recommended Halifax pay £100 for the distress and inconvenience this matter had caused.

Halifax accepted this, but Ms C didn't. She said her ex-husband had admitted to ticking a box stating he had her consent to make changes to the mortgage, and this was fraud. There was a separation indicator on the account, so Halifax should've done more to ensure that she had consented to the switch to interest only and that she had changed her address on the Halifax system.

Our Investigator considered these points, but didn't change her opinion. So, the complaint has been passed to me to review and make 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.

I also wish to set out the purpose of my role. It isn't to address every single point that's been made to date. Instead, it's for me to decide what the crux of the complaint is, and address this in deciding what's fair and reasonable given the circumstances of this complaint.

For that reason, I'm only going to refer to what I think are the most salient points when I set out my conclusions and my reasons for reaching them. But, having considered all the submissions from both sides in full, I will continue to keep in mind all of the points that have been made, insofar as they relate to this complaint.

The crux of this complaint is that Halifax allowed Ms C's ex-husband to make changes to her mortgage without her consent, and that it didn't inform her of these changes.

The Mortgage Charter was a scheme implemented by the Government which lenders could sign up to. Halifax is one of the signatories. The Charter was put in place during the "cost of living crisis" to help people who may be struggling to pay their mortgages. And it set out a number of options that lenders could make available to people in this situation. One of these, was a temporary switch to interest only for six months with no impact to the borrower's credit file. This was designed to be an easy to use and light touch option for those who needed temporary support. So, it's not unusual for lenders to allow it to be done online, by one borrower, without advice, as Halifax has done.

However, in the call in June 2023, Ms C did make Halifax aware that she wasn't living in the property and that she and her ex-husband had separated. Halifax did explain that Ms C would need to change her address to add a marital dispute marker. I've listened to all of the calls provided to us between Ms C and Halifax. And I can't see that Ms C did inform Halifax of her new address. However, I can't see why Halifax couldn't have changed her address during this initial call. Or, why it was unable to add the marital dispute marker during this call. I think by not doing this, Halifax has caused Ms C distress and inconvenience.

With all of that said, Ms C has said her priority was to ensure that the mortgage was paid each month, and her credit file wasn't impacted. Her ex-husband had indicated he wasn't able to pay the full mortgage payment – this may or may not have been the case, but there was no reason for Halifax to dispute this, or investigate this further. The Mortgage Charter interest only option was available without the need for further challenge or income assessment.

The mortgage Ms C had was in joint names with her ex-husband which means they were jointly and severally liable for the payments. The fact that Ms C wasn't living in the property doesn't mean that she was no longer responsible for making the payments. This means that, had her ex-husband not made the monthly payments, Ms C would've either needed to make them, or would've had her credit file impacted by the fact that the payments weren't made.

Ms C has told us recently that her ex-husband has ceased making any contribution to the mortgage. Had Halifax declined the interest only concession for six months, it's possible he would've ceased payments at this time meaning Ms C would've either needed to make full payments, or have arrears recorded on her credit file and potentially risk the property being taken into possession. Halifax isn't able to force one party to make payment if they are the only person living in the property.

Ms C may've had an agreement with her ex-husband that he would make the payments. But that's between them, and not something for Halifax to get involved in. Therefore, if Ms C believes she's lost out financially as a result of her ex-husband making reduced payments and the mortgage balance increasing, this is a matter to be resolved between them, possibly involving the courts. I understand that Ms C now has solicitors acting on her behalf, and this may be the best way in which to resolve this.

Whilst I agree Halifax should've taken steps to change Ms C's address and notify her of the temporary change to her mortgage, like our Investigator, I can't see this has caused her a loss. I can't say on balance that had Halifax not agreed to it, her ex-husband would've made the payments. Which, in turn would still have led to her payments increasing and would've had the added impact of requiring Halifax to record adverse data on her credit file affecting her ability to obtain a mortgage in the future.

It's clear that part of the distress here is caused by Ms C's dispute with her ex-husband and his refusal to now contribute to the mortgage. I sympathise with the situation Ms C finds herself in, but this isn't the fault of Halifax. As I've said above, I think Halifax should've taken steps to add a marital dispute marker to the account, and to change Ms C's address sooner. Whilst I'm not persuaded that this would've had a material impact on how the account was conducted (for the reasons set out above), I do think this has caused distress and inconvenience to Ms C. I agree with our Investigator that a modest amount of compensation is due. And I think the £100 she recommended is fair and reasonable in the circumstances.

Ms C is also unhappy with the amount she's being asked to pay on a monthly basis. Halifax has said that it completed an income and expenditure assessment with Ms C and it found the monthly amount to be affordable. I've seen nothing to suggest this isn't the case. And any changes to the mortgage, such as a further temporary change to interest only, would impact Ms C's credit file.

I believe the fixed rate on Ms C's mortgage may have now come to an end. So, I'd recommend she speak to either Halifax or an independent mortgage advisor to see what other options may be available to her. If she continues to struggle to make the monthly payments, she'd need to contact Halifax again to see what forbearance it can offer. I'd remind Halifax it's required to treat her fairly. But I'd also explain to Ms C that many forbearance options may impact her credit file. Again, I'll reiterate that Ms C may wish to seek independent mortgage advice.

Putting things right

Bank of Scotland plc trading as Halifax should pay Ms C £100 compensation for the distress and inconvenience this matter has caused.

My final decision

I uphold this complaint and direct Bank of Scotland plc trading as Halifax to put matters right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or

reject my decision before 2 July 2025.

Rob Deadman
Ombudsman