

The complaint

Miss S has complained about the length of time Lenvi Servicing Limited took to deal with a Transfer of Equity in relation to her Help to Buy loan.

Miss S has asked Lenvi to compensate her for the upset it caused her.

What happened

I don't need to set out the full background to the complaint. This is because the history of the matter, along with a detailed chronology, is set out in the correspondence between the parties and our service, so there is no need for me to repeat the details here.

In addition, Lenvi has now accepted it made an error. It's agreed to refund a fee of £65 and pay compensation of £350. However, the Investigator thought the compensation should be £500, which Lenvi says is too high. I therefore don't need to analyse the events in depth in order to determine whether Lenvi is at fault; all I need to determine is the level of compensation it needs to pay for the mistakes it made during the course of the transaction.

Finally, our decisions are published, so it's important I don't include any information that might lead to Miss S being identified. So for these reasons, I will instead concentrate on giving the reasons for my 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.

Miss S had a joint mortgage and HTB loan with a third party. The property, mortgage and HTB loan were to be transferred from the joint names of Miss S and the other party into Miss S's sole name. This process began on 26 February 2024, but the work Lenvi was required to do was not concluded by Lenvi until 21 November 2024.

In its final response letter, Lenvi said it wasn't at fault and blamed solicitors for the delay. After the complaint was raised with our service, and the Investigator provided a detailed timeline and an analysis of what had happened, Lenvi accepted it had been at fault. It agreed to refund a £65 fee and pay compensation of £350, which was lower than the £500 recommended by the Investigator.

I've reviewed the timeline of events, which, as I said above, I don't need to repeat here. Having done so, I'm satisfied that there were delays by Lenvi that I consider to be egregious, and which caused Miss S significant upset and inconvenience that could have been avoided had Lenvi dealt with matters in a timely manner. The delays added months onto what should have been a straightforward Transfer of Equity.

In the circumstances, I'm satisfied that an award of compensation of £500 is fair, reasonable and proportion to the delays attributable to Lenvi, and for the distress and inconvenience caused to Miss S by those delays.

Putting things right

In addition to the refund of the £65 fee due to Miss S, Lenvi Servicing Limited must pay Miss S compensation of £500 for distress and inconvenience.

My final decision

I uphold this complaint. I direct Lenvi Servicing Limited to settle the complaint as set out above.

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 S to accept or reject my decision before 7 July 2025.

Jan O'Leary
Ombudsman