

The complaint

Mr and Mrs R's complaint is against Lenvi Servicing Limited and relates to a Help to Buy (HTB) loan. The loan was paid off in 2019 but the charge wasn't removed. This resulted in delay when Mr and Mrs R were re-mortgaging.

To settle the complaint, Mr and Mrs R want Lenvi to pay compensation for the inconvenience they've been caused, and an updated title deed to show the charge has been removed.

What happened

I don't need to set out the full background to the complaint. This is because the history of the matter 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, our decisions are published, so it's important I don't include any information that might lead to Mr and Mrs R being identified. So for these reasons, I will instead concentrate on giving a brief summary of the complaint, followed by the reasons for my decision.

Mr and Mrs R had bought a property with the aid of a HTB equity loan. The loan was administered by a business I will call T. In 2019 Mr and Mrs R paid off the HTB loan but the charge wasn't removed from the property title by T.

In 2023 Lenvi was appointed administrator of HTB loans in place of T. However, because Mr and Mrs R had paid off their loan in 2019, it wasn't included in the transfer.

In 2024 Mr and Mrs R were looking to re-mortgage. However, they discovered during this process that the HTB charge hadn't been removed in 2019. Mr and Mrs R contacted Lenvi. Initially Lenvi wasn't able to trace any details of a HTB loan in Mr and Mrs R's name. However, after further information and documents were provided by Mr and Mrs R, Lenvi was able to remove the charge at HM Land Registry and the re-mortgage was able to go ahead.

Mr and Mrs R complained to Lenvi. In its final response letter Lenvi said it didn't know why T hadn't removed the charge in 2019, but that this was something out of Lenvi's control. Lenvi apologised for all the upset Mr and Mrs R had been caused as a result of T not removing the charge in 2019.

Dissatisfied with Lenvi's response, Mr and Mrs R raised their complaint with our service. An Investigator looked at what had happened, but didn't think Lenvi was at fault for the charge not being removed in 2019. She was satisfied that Lenvi had acted quickly to put this right.

Mr and Mrs R disagreed with the Investigator's findings and asked for an Ombudsman to review the complaint. They say they haven't been reimbursed for their time or compensated for the stress caused to their family. Mr and Mrs R understand the issue was resolved, but it involved a lot of work on their part, and also restricted the options for them choosing a new mortgage deal.

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, I've reached the same conclusion as the Investigator, for broadly the same reasons.

The issue giving rise to the complaint arose in 2019 when T failed to remove the charge from the property title at the Land Registry when the HTB loan was repaid. The HTB account was redeemed and closed, and so when Lenvi took over the administration of HTB loans from T in 2023, Mr and Mrs R's loan wasn't included because it no longer existed, having been paid off in 2019.

I can fully appreciate that it came as a shock to Mr and Mrs R to find out that the charge remained on the title. However, that wasn't due to any error, act or omission on the part of Lenvi, because Lenvi had no involvement with the loan in 2019. It was T's responsibility to remove the charge.

When Mr and Mrs R contacted Lenvi once they'd discovered the charge was still on the title, initially the loan couldn't be traced, because it no longer existed and so hadn't formed part of the loan portfolio taken over from T in 2023. That said, once the information was provided by Mr and Mrs R that enabled Lenvi to identify the loan, I'm satisfied Lenvi acted quickly to ensure the charge was removed.

In the circumstances, I'm satisfied Lenvi did all it could to resolve the problem, once it was made aware of the situation. However, Lenvi isn't responsible for the charge not being removed in 2019, as it had no involvement with the HTB loan at that time.

I acknowledge Mr and Mrs R were caused some inconvenience and spent a lot of time trying to get the issue resolved. I can understand how worrying it was for them to find out that T hadn't removed the charge in 2019. But because Lenvi didn't make this error, I'm not persuaded that it would be fair or reasonable to expect Lenvi to compensate Mr and Mrs R for their time, trouble and inconvenience, or for missing out on interest rate products. This is something Mr and Mrs R can take up with T, the previous administrator, as a separate complaint, should they wish to do so.

The charge has now been removed and the re-mortgage completed. If Mr and Mrs R want a copy of their property title to reassure them that the charge no longer exists, they can obtain a digital copy direct from HM Land Registry upon payment of a fee of £7. There is no obligation for Lenvi to provide them with this.

My final decision

My final decision is that I don't uphold this complaint.

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 Mr and Mrs R to accept or reject my decision before 23 July 2025.

Jan O'Leary

Ombudsman