DRN-5438527

The complaint

The estate of Mr G complains about the time it took Bank of Scotland plc (trading as Halifax) to release the deeds for Mr G's property.

What happened

Mr G's estate is represented in this complaint by one of the executors, Mr G1. Mr G1 is the late Mr G's son. He says that he and his sister are both executors and beneficiaries of the estate.

Mr G1 says that it took 11 months for Halifax to provide the deeds to Mr G's property after Mr G died. Mr G1 says that the property wasn't registered with the Land Registry so the estate wasn't able to get probate until it had been provided with the deeds. That's because the estate needed the deeds to see whether there was a charge on the property that would have an impact on its value. The executors were required to say what the value of the estate was before they could apply for the grant of probate.

Halifax accepts that Mr G's estate experienced delays as a result of its handling of the matter. It says Mr G1 wrote to it in January 2022 and again in February 2022. It says Mr G1 phoned it in February 2022. When he called Mr G1 was told that the deeds would be sent within 28 days. However, Halifax didn't tell Mr G1 that it wouldn't send the deeds to him if he couldn't show that he had authority to represent the estate (i.e. he hadn't provided it with a grant of probate). After that Mr G1 complained to Halifax. He also complained about being given incorrect advice by four different Halifax branches about how to get the unregistered house deeds.

Halifax accepted it hadn't provided a good service to Mr G1. It accepts it said it would send the deeds to the estate's solicitor. However, it didn't act on the solicitor's requests for the deeds in June and September 2022. It sent the deeds to the estate's solicitor in November 2022 after Mr G1 had phoned Halifax again. Probate was obtained in late April 2023. In November 2022 Halifax said it would reimburse the estate for "reasonable" costs that stemmed from the delays. However, it said it couldn't speak to Mr G1 about the matter until the grant of probate was obtained. Mr G1 complains that when the deeds were sent to the estate's solicitor Halifax added further stress by refusing to consider the estate's costs stemming from the delay until the estate provided it with the grant of probate.

Halifax sent Mr G1 (as representative of Mr G's estate) a cheque for £500 to cover costs incurred as a result of the delay. It didn't think that all the costs Mr G1 had claimed for were reasonable. Mr G1 says £500 is a token and isn't enough. He said Halifax's actions delayed the sale of Mr G1's property by 11 months, so the money from the sale of Mr G's property wasn't available for 11 months. He said that in that 11-month period property prices depreciated, the property depreciated (there was a roof leak, a pipe burst, damp patches, cracked ceilings and the garden became overgrown), and the estate had to pay to run the property. He also complains about the stress caused by the delay, having to chase Halifax during that time, and the extra professional fees incurred.

Dissatisfied with Halifax's response, Mr G1 asked the Financial Ombudsman Service to consider the complaint. Our investigator thought the £500 compensation Halifax had paid was fair and reasonable.

Mr G1 didn't agree with our investigator. He asked for the complaint to be reviewed by an ombudsman, so it has been passed to me to decide. Mr G1 made a number of points that I've considered below.

My provisional decisions

I have issued two provisional decisions in relation to this complaint. In my first provisional decision I said amongst other things:

"There's no dispute that Mr G's estate experienced delays as a result of Halifax's handling of the matter. The crux of this complaint now is about the extent to which the costs Mr G1 says stemmed from the delay are reasonable and should be paid by Halifax.

Before I consider those costs, I will make two general points that are relevant to this complaint.

First, Mr G1 complains that Halifax wouldn't work/talk with him about Mr G's account or send him the £500 compensation offered until he had provided it with the grant of probate ("GoP") to show that he had authority to act for Mr G's estate. He points out that he couldn't get the GoP until Halifax had provided the estate's solicitor with the deeds to Mr G's property.

I understand Mr G1's frustration about this point, especially as Halifax didn't respond to the estate's solicitor's requests for the deeds. However, I can't say that Halifax made a mistake when it refused to engage with Mr G1 about this matter until he had provided it with evidence to show that he had authority to act for Mr G's estate/until he had obtained probate. Until that point, it couldn't be sure that Mr G1 had legal authority to act for the estate. Halifax wasn't expected to know – and couldn't assume – who was entitled to represent Mr G's estate until probate was granted. It's not uncommon for there to be family disputes following the death of a relative, and so it is standard industry practice for financial businesses to require a GoP or Letters of Administration in order to ensure that it is dealing with the correct parties.

Second, Halifax is responsible for the impact of its delays on Mr G's estate. So it's fair and reasonable that it reimburses the estate for the impact of those delays on the estate. The role of the executor is to bring the complaint on the estate's behalf, in the same way that other consumers might instruct a solicitor or accountant to represent them in a complaint.

But this does not entitle Mr G1 to be compensated for his distress or inconvenience in relation to this matter, because he is not Halifax's customer in relation to this matter. As an executor of Mr G's estate, Mr G1 is not entitled to claim compensation in his own right.

Similarly, Halifax is not responsible for the impact its delays might have had on the beneficiaries of the estate who were hoping the estate would have been settled sooner than it was.

Mr G1 has told us that he and his sister are both executors and beneficiaries of the estate. When setting out the costs he says Halifax should pay for, it looks as though he has included costs he says have been incurred by him and his sister in their personal capacity as beneficiaries of the estate. For the reasons I've just set out, it wouldn't be fair and reasonable for Halifax to be required to pay Mr G1 and his sister in relation to their position as beneficiaries of the estate.

The costs Mr G1 has claimed for

Mr G1 has claimed compensation in relation to the following points:

Value of the property

Mr G1 says Mr G's property was worth £292,500 based on the price achieved for a similar house on the same road. He has provided a copy of an advertisement for another property in connection with that. He feels the estate is entitled to 8% interest for the 11 months delay for "the days we did not have our money". He says that amounts to £21,400.

I appreciate the delay meant that Mr G's estate couldn't get probate – something they needed to sell Mr G's property. However, I haven't been provided with evidence to show that Mr G's property has been independently valued at £292,500. Nor is it clear to me that Mr G's property was in good repair when he died. I think the repair of the property would have had a substantive impact on the price the estate would have been able to sell it for.

I don't think it's likely that all the issues with the property Mr G1 has told us about (cracks, damp, a leaking roof etc) would have developed in a well-maintained property in less than a year (the period of the delay). I'm also conscious that Mr G1 has told us that an estate agent advised him to sell the property at auction given its condition, but the estate wasn't willing to do that.

So, on the basis of the evidence I've been provided with, I'm not persuaded that Mr G's estate would have been able to sell the property for £292,500 in 2022 after G1 first asked Halifax for the deeds. I think it's likely that a substantive amount of remedial work would have been needed to sell the property for a good price at that time. I'm afraid the estate would always have needed to wait for probate to be in a position to sell the property and pay for the work to the property unless it was willing to sell it for a reduced price – something Mr G1 has made clear it wasn't.

Mr G1 has said that Halifax was responsible for eleven months of delays. I'm persuaded that Halifax is responsible for ten months of delays – from mid-January 2022 to mid-November 2022 when it sent the estate the deeds.

Loss of use of money

Mr G1 has said that the 11-month delay meant that interest had to be paid on debt on a buy to let ("BTL") mortgage that could have been paid off (presumably if the estate had sold the property around January 2022) and loss of interest on a credit card. He says those costs amounted to £11,914.75 - £7,466.05 for costs incurred on the BTL mortgage and £4,448.70 for the credit card.

I have a few points to make here. First, as set out above, I find it fair and reasonable to say that Halifax's actions caused probate to be delayed for around ten months only.

Second, there was no guarantee that the estate would have been able to sell the property quickly once probate had been granted in April 2023. I'm conscious that Mr G1 has told me that the property has needed a significant amount of work in order to prepare it for sale, and that the estate has had to wait to get the workmen and finances in place to do that work.

Third, Mr G1 hasn't provided evidence to show that the BTL mortgage and credit card in question were liabilities of the estate, as opposed to him/his sister as beneficiaries. If he wants me to consider these costs, he needs to provide me with written evidence (e.g. mortgage/credit card statements) to show that these costs were incurred by the estate. I don't think it would be fair and reasonable to require Halifax to reimburse the estate for costs that can't be documented.

Depreciation

Mr G1 says that average house prices dropped by around £7,000 in the 11-month period he claims for, so he thinks Halifax should pay the estate £6,727.50 for that. I don't think it would be fair and reasonable for me to require Halifax to reimburse the estate for that. As I said above, I think it's fair and reasonable to say that Halifax's actions caused probate to be delayed for around five months. It's also unclear at this time (Mr G's property hasn't been sold yet) what price the property might sell for. It's likely that by the time the property is sold the housing market would have recovered.

The running costs of an empty house

Mr G1 calculated these costs to amount to £3,500, but he hasn't provided any evidence to support that figure. He will need to do that for me to consider this cost. As set out above, I don't think it would be fair and reasonable to require Halifax for costs that can't be documented. And as I think it's fair and reasonable to say that Halifax's actions caused probate to be delayed for around ten months, I'd need to see evidence to show the running costs for ten months from mid-January 2022 to mid-November 2022.

The deterioration of the empty house

Mr G1 said that the house was left so long that the ceilings upstairs and downstairs had cracks in them that needed re-plastering, there were damp issues to the rear of the property, a leak in the roof which caused water to come through the bedroom ceiling, cracks to the front elevation of the property, the garden becoming overgrown. Mr G1 said those costs amounted to £20,000.

As I said above, I think it's unlikely that all the issues with the property Mr G1 has told us about (cracks, damp, a leaking roof etc) would have developed in a well-maintained property in less than a year (the period of the delay). I'm afraid the estate was responsible for the maintenance of the property after Mr G died. So Halifax could reasonably expect the estate to maintain it even though there was no-one living in it at that time. As I said above, there was no guarantee that the estate would have been able to sell the property (for a price it was willing to sell it for) sooner, even if it hadn't delayed matters. I say that because Mr G1 has told us that the estate didn't have the money for the repairs and had to wait to get finance in place.

So I'm not persuaded that Halifax should compensate the estate for the £20,000 it has asked for here.

I also think it's worth mentioning here that I can see that recently Mr G1 has said the estate incurred costs that it didn't claim for originally. He said the estate didn't want to fold up the resolution of this complaint by complicating matters, so it decided to "draw a line in the sand".

I appreciate Mr G1's position and the administrative work involved in providing further evidence. However, if Mr G1 wants me to consider costs in this area again he needs to provide me with further evidence.

Stress

Mr G1 has asked for compensation for the stress this matter has caused. I'm sorry to hear about the impact of this matter on him and his family, and don't underestimate his strength of feeling about this matter. However, as I said above, I'm afraid I can't compensate an executor for any impact incurred by them personally, when representing the deceased *consumer/estate. Nor would I be able to compensate Mr G1 for any stress incurred on him as a beneficiary of the estate.*

Professional fees

Mr G1 has claimed for £120 of professional fees incurred as a result of Halifax's delay. He needs to provide me with invoices to cover those fees.

Time and cost of writing letters

Mr G1 has asked for £400 for his time writing letters to Halifax about this matter. He has linked that amount to the amount of money a claims management company might charge for such services. But he didn't use a claims management company here. Once again, I have to say here that the Financial Ombudsman Service is unable to compensate him for his time spent pursuing this matter as the executor of Mr G's estate.

I concluded my first provisional decision by saying that I didn't have enough information to award Mr G's estate more than the £500 Halifax has already offered. I invited the estate to provide me with written evidence to support its claim for financial loss.

In my second provisional decision I said amongst other things:

Length of delay

When Mr G1 first complained to the Financial Ombudsman Service he said Halifax was responsible for 11 months of delays.

In my provisional decision I said I thought Halifax was only responsible for ten months of delays – from mid-January 2022 to mid-November 2022 when it sent the estate the deeds.

In his response to my provisional decision Mr G1 said that Halifax was in fact responsible for 17 months of delays – an extra six months. He said that was because it was only in June 2023 that Halifax said it was prepared to pay the estate £500 compensation. Mr G1 said the estate was expecting the compensation to be enough to pay to repair the damage caused during the delay. The estate assumed that Halifax might want to view the damage, so it didn't want to start repairs before going to make a counter-offer. Mr G1 said that Halifax should have told the estate's solicitor it was only going to pay £500 sooner. If it had done so the estate would have started the repairs seven months earlier.

I appreciate what Mr G1 has said here. However, I remain of the view (set out in my first provisional decision) that Halifax didn't make a mistake by only engaging with Mr G1 about this matter until he had provided it with evidence to show that he had obtained probate in April 2023. After probate had been obtained, I think it was the estate's responsibility to proactively work with Halifax to show that the costs it had claimed for were reasonable. I would expect the estate to provide Halifax with substantive evidence to support that. But I can't see that the estate did that. So, I don't think Halifax was in a position to know what the estate's reasonable costs were sooner. In the circumstances, I can see why it paid the estate £500 compensation when it did. I don't think it would be fair and reasonable for me to say that it should have paid £500 compensation/a larger amount sooner.

Mr G1 has said Halifax should have worked with the estate's solicitor before that, but I haven't been provided with evidence to show that the estate's solicitor provided evidence to support what the estate's reasonable costs were either.

I appreciate that Mr G1 says the estate assumed that Halifax might want to view the *damage, but I don't think it would be fair and reasonable for me to say that Halifax was responsible for the estate's assumptions or its decision not to start work on the property sooner. I'm conscious that the estate could have evidenced the damage it says was incurred by other means (e.g. in photographs/videos).*

So, I don't think it would be fair to say that Halifax was responsible for 17 months of delays.

Loss of use of money

Mr G1 remains of the view that the estate is entitled to claim 8% interest on the loss of use of money as a result of not being able to sell Mr G's property for ten months.

I remain of the view that there was no guarantee that the estate would have been able to sell the property quickly after Mr G died, and the estate would always have had to wait around six months for probate to be granted in order for the property to be sold.

So, I don't think it would be fair and reasonable for me to award the estate money for this point. I'm also conscious that it was the estate that decided not to sell the property after probate was obtained in April 2023. The estate is responsible for the consequences of that decision and the costs that stemmed from that – not Halifax.

Mr G1 hasn't provided me with evidence to cover the BTL property or the interest on the credit card I referred to in my provisional decision. So, for completeness I'll say here that I don't think it would be fair and reasonable for me to award the estate money for these points.

Depreciation

Mr G1 remains of the view that Halifax should pay the estate £6,727.50 for depreciation of Mr G's property in the period he claimed for. I remain of the view set out in my first provisional decision that I don't think it would be fair and reasonable for me to require Halifax to reimburse the estate for depreciation of the property in the ten-month period I think Halifax was responsible for. The estate suffered no loss for house prices going down in the period Mr G1 claimed for or indeed the 10-month period I've said Halifax should be responsible for. Any loss or gain to the estate as a result of depreciation or appreciation of the property at the point of sale will only crystalise at the point of sale – something that hasn't happened yet.

The running costs of an empty house

As I said in my provisional decision, I think it's fair and reasonable to say that Halifax's actions caused probate to be delayed for around ten months from mid-January 2022 to mid-November 2022.

I invited Mr G1 to provide me with evidence to show the costs to the estate in that period but he hasn't done that.

Mr G1 has sent me an energy bill that set out the balance on the property's account in August 2024. I'm afraid it wouldn't be fair and reasonable for me to say that Halifax should reimburse the estate for energy on the basis of that.

As I said in my provisional decision, I don't think it would be fair and reasonable to require Halifax to reimburse the estate for costs that can't be documented.

Mr G1 has said he travelled to the property two/three times a week to maintain the property/check on it. He has claimed for mileage and for his time on those trips at a rate of £22 an hour. He has said those costs amount to £4,918.37.

As I've said above, it wouldn't be fair and reasonable for me to require Halifax to pay for costs connected to the maintenance of Mr G's property by the executors.

I don't think it would be fair and reasonable for me to say that Halifax should pay for the estate's time at a rate of £22 an hour, fuel for the executors' personal vehicles or use of the executors' personal vehicles. As I said in my provisional decision, the Financial Ombudsman Service is unable to compensate the estate for the time the executors spent acting as the executors of Mr G's estate.

The deterioration of the empty house

Mr G1 said that the house was left so long that the ceilings upstairs and downstairs had cracks in them that needed re-plastering, there were damp issues to the rear of the property, a leak in the roof which caused water to come through the bedroom ceiling, cracks to the front elevation of the property, the garden becoming overgrown. Mr G1 said those costs amounted to £20,000.

I remain of the view set out in my first provisional decision that I think it was unlikely that all the issues with the property Mr G1 has told us about (cracks, damp, a leaking roof, etc) would have developed in a well-maintained property in less than a year (the period of the delay). I remain of the view that the estate was responsible for the maintenance of the property after Mr G died. So, Halifax could reasonably expect the estate to maintain it even though there was no-one living in it at that time.

Mr G1 has referred to the consequences of a burst pipe connected to a water tank and a roof leak where a tile had cracked. I'm sorry to hear about those things but I don't think it would be fair and reasonable to hold Halifax responsible for them. The estate was responsible for the maintenance of the property after Mr G died. I think it's more likely than not that those issues came about as a result of general wear and tear to the property – issues that are likely to have got worse over a significant period of time if the property hadn't been well-maintained.

Mr G1 has said that if Halifax had acted as it should the estate would have sold the house and this damage would not need repairing. However, it's clear that the estate (not Halifax) decided not to sell the property after probate was obtained. As I said above, I don't think it would be fair and reasonable to hold the estate responsible for that decision.

I can see that the estate might have needed to get a professional to maintain the garden in the 10 months I have said Halifax is responsible for. But Mr G1 hasn't provided me with invoices to cover the work done in the garden in the January to November 2022 period. Instead, he provided me with details of payments he has made (currently amounting to £1,900) to someone he says he paid for work in the garden. I'm afraid that evidence isn't persuasive enough for me to say Halifax should pay such a significant amount of money for garden maintenance. I need to be able to be clear what the estate paid for and when so I can assess whether I think it is fair and reasonable for Halifax to pay it. As I said in my provisional decision, I don't think it would be fair and reasonable to require Halifax to reimburse the estate for costs that can't be documented or that don't appear to have been reasonably incurred.

Council tax

After I issued my provisional decision Mr G1 said that the estate wasn't liable to pay council tax on the property for six months after Mr G died. He said the six months free council tax period was wasted in the time Halifax refused to confirm the compensation amount.

I think it's fair and reasonable to say that Halifax's actions caused probate to be delayed for around ten months from mid-January 2022 to mid-November 2022. So, I can see how the estate would be responsible for paying council tax in that period. But Mr G1 hasn't provided me with evidence to demonstrate that six months of that period should have been council tax free.

Mr G1 has provided me with a copy of information from the council's website. That information isn't specific to Mr G's property. He has also provided me with a screenshot from his bank account (dated 2024) showing that £824.87 was paid to the relevant council. But I can't see that that payment related to the mid-January 2022 to mid-November 2022 period. He has also provided me with information of the council tax balance in 2024 (with no information to cover the mid-January 2022 to mid-November 2022 period). So I don't think it would be fair and reasonable for me to say that Halifax should compensate the estate for this.

Professional fees

Mr G1 has claimed for professional fees incurred as a result of Halifax's delay. He hasn't provided me with invoice(s) to cover that. So, I don't think it would be fair and reasonable for me to say that Halifax should compensate the estate for this. It is not my role to decide "what I think is fair compensation" without reference to substantive evidence.

I concluded my second provisional decision by saying that I thought the £500 compensation Halifax has paid the estate in connection with this complaint is fair and reasonable.

Responses to my second provisional decision

Halifax accepted my second provisional decision and said it had nothing to add.

Mr G1 disagreed with my second provisional decision and sent me a number of detailed responses that I'll consider below.

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 remain of the view that the £500 compensation Halifax has paid the estate in connection with this complaint is fair and reasonable.

My view on all the issues covered in my provisional decisions (and the reasons for that view) remains as stated in those decisions, unless I specifically say otherwise in this decision.

Given the amount of time that has passed since Halifax's delay in 2022 I'm very aware that this matter needs to be brought to a conclusion now. So I'll summarise Mr G1's recent responses briefly, in much less detail than has been provided. No discourtesy is intended by this.

Instead, I'll focus on the issues that remain at the heart of the matter here. As a consequence, if there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I consider is the right outcome. Our rules allow me to do this, reflecting the informal nature of our service as a free alternative to the courts.

For the avoidance of doubt, in doing so, I have carefully reviewed everything submitted by

Mr G1.

Length of delay

I remain of the view (set out in my first provisional decision) that Halifax didn't make a mistake by only engaging with Mr G1 about this matter until he had provided it with evidence to show that he had obtained probate in April 2023. The reasoning for this remains the same as set out in my second provisional decision.

I remain of the view (as set out in both my provisional decisions) that Halifax is only responsible for ten months of delays – from mid-January 2022 to mid-November 2022 when it sent the estate the deeds. My reasons remain the same as set out in my second provisional decision. Mr G1 has objected to this. He says that since the estate got probate it did work with Halifax proactively to show that the costs it had claimed for were reasonable. He wrote to Halifax in October 2023, providing it with photos of the items he was claiming for and asking it to engage with him, but it didn't. I understand the point Mr G1 has made here. I've considered the copy of the letter he sent. I can see that he included the costs the estate was claiming for, but he didn't provide any third-party quotes/invoices or other documentation to support the claim he had made. Instead Mr G1 said:

"Please have the courtesy to take the time to consider each item and put a value you consider fair instead of just offering a token gesture".

I appreciate that G1 thought Halifax should have done this and put forward a counter-offer instead of saying he could complain to the Financial Ombudsman Service, but I can understand why a bank wouldn't have been in a position to do that without detailed quotes/information to back up what the estate had claimed for. So I don't think it would be fair and reasonable to say that it should have done so.

Loss of use of money

Mr G1 remains of the view that the estate is entitled to claim 8% interest on the loss of use of money as a result of not being able to sell Mr G's property for ten months. He has provided me with evidence that he says shows that the average house sale in the relevant area takes 77 days to sell. So he thinks I should compensate the estate for that time too.

I remain of the view there was no guarantee that the estate would have been able to sell the property quickly after Mr G died. The average house sale in the area might well take 77 days, but there's no guarantee that Mr G's property would have sold in that time even if the estate had taken action to sell it, which it didn't. So I don't think it's fair to say that the estate lost out on money from the sale of Mr G's property.

Depreciation

Mr G1 remains of the view that Halifax should pay the estate £6,727.50 for depreciation of Mr G's property in the period he claimed for. I remain of the view set out in my provisional decisions that I don't think it would be fair and reasonable for me to require Halifax to reimburse the estate for depreciation of the property in the ten-month period I think Halifax was responsible for. As I said in my second provisional decision, the estate suffered no loss for house prices going down in the period he claimed for or indeed the 10-month period I've said Halifax should be responsible for. Any loss or gain to the estate as a result of depreciation or appreciation of the property at the point of sale will only crystalise at the point of sale – something that hasn't happened yet.

The running costs of an empty house

As I said in my second provisional decision, I think it's fair and reasonable to say that Halifax's actions caused probate to be delayed for around ten months from mid-January 2022 to mid-November 2022.

I invited Mr G1 to provide me with evidence to show the costs to the estate in that period.

Mr G1 didn't provide me with invoices from independent third parties to support what he says were costs to the estate. Instead he provided me with invoices from the executors of the estate to the estate setting out relevant costs.

Mr G1 has said that those invoices are "legitimate and lawful invoices from the executors to the estate which will be settled in full from the value of the estate on completion of the sale of the house".

I appreciate what Mr G1 has said, but as I have previously said, the Financial Ombudsman Service is unable to compensate the estate for the time the executors spent acting as the executors of Mr G's estate or costs connected to the maintenance of Mr G's property by the executors. My reasons for this are set out in my second provisional decision.

<u>The deterioration of the empty house</u>

Mr G1 said that the house was left so long that the ceilings upstairs and downstairs had cracks in them that needed re-plastering, there were damp issues to the rear of the property, a leak in the roof which caused water to come through the bedroom ceiling, cracks to the front elevation of the property, the garden becoming overgrown. Mr G1 said those costs amounted to £20,000.

I remain of the view set out in my provisional decisions that I think it was unlikely that all the issues with the property Mr G1 has told us about (cracks, damp, a leaking roof, etc) would have developed in a well-maintained property in less than a year (the period of the delay). I remain of the view that the estate was responsible for the maintenance of the property after Mr G died. So, Halifax could reasonably expect the estate to maintain it even though there was no-one living in it at that time.

Mr G1 has referred to the consequences of the burst pipe connected to a water tank and a roof leak where a tile had cracked. I remain of the view (set out in my second provisional decision) that I don't think it would be fair and reasonable to hold Halifax responsible for that. My reasoning for this is set out in my second provisional decision. Mr G1 has said that it's possible for pipes to burst in a well-maintained property. He has provided me with an internet article that refers to that happening in 12,000 homes.

For completeness I'll say here that I can't be sure what happened that caused the pipes to burst in Mr G's property. So my role is to consider what is likely to have happened, on the balance of probabilities. I remain of the view that it's more likely than not that those issues came about as a result of general wear and tear to the property – issues that are likely to have got worse over a significant period of time if the property hadn't been well-maintained and was unoccupied.

In my second provisional decision I said I could see that the estate might have needed to get a professional to maintain the garden in the ten months I have said Halifax is responsible for. But Mr G1 hasn't provided me with invoices from an independent third party to cover the work done in the garden in the January to November 2022 period.

Recently Mr G1 has provided me we an invoice issued by the executors to the estate to cover those costs. Those costs amount to £1,900 – a significant of money to cover the ten-month period I've said Halifax is responsible for. When he originally complained to the Financial Ombudsman Service Mr G1 said the estate needed two skips to clear the garden waste, and the labour of two people to work 60 hours each. I think, on the balance of probabilities, that that amount of work was unlikely to have been required to cover the ten-month period I've said Halifax is responsible for only. In addition, these costs aren't supported by an invoice by the relevant third-party professional. In the circumstances, I don't think it would be fair and reasonable for me to require Halifax to pay them.

Council tax

My position on council tax remains as set out in my second provisional decision. In that decision I said that after I issued my provisional decision Mr G1 said that the estate wasn't liable to pay council tax on the property for six months after Mr G died. He said the six months free council tax period was wasted in the time Halifax refused to confirm the compensation amount.

In my second provisional decision I said I think it's fair and reasonable to say that Halifax's actions caused probate to be delayed for around ten months from mid-January 2022 to mid-November 2022. So, I could see how the estate would be responsible for paying council tax in that period. But Mr G1 hadn't provided me with evidence to demonstrate that six months of that period should have been council tax free.

Mr G1 still hasn't done that.

Mr G1 has provided me with a copy of information from the council's website again. That information isn't specific to Mr G's property. He has also provided me with a screenshot from his bank account (dated 2024) showing that £824.87 was paid to the relevant council. But I can't see that that payment related to the mid-January 2022 to mid-November 2022 period. He has also provided me with information of the council tax balance in 2024 (with no information to cover the mid-January 2022 to mid-November 2022 period). So I remain of the view that don't think it would be fair and reasonable for me to say that Halifax should compensate the estate for this.

Professional fees

Mr G1 has claimed for professional fees incurred as a result of Halifax's delay. He hasn't provided me with invoice(s) to cover that. He has said:

"With regard to solicitors costs you have seen the evidence that the work was done from the Halifax e-mails, the amount in the claim is a small amount that will be added to the solicitors bill when the house is sold, if we ask for a bill now it is probably going to be more and we haven't got the spare funds to pay it. The cost is fair and reasonable but if you don't agree just pay what you think is fair."

Mr G1 has estimated these costs to be around £120 and sent us an invoice written by him (as executor of the estate) to the estate in respect of those costs.

I appreciate that £120 is a relatively small amount of money but I'm afraid these costs aren't supported by an invoice by the relevant third-party professional, so I don't think it would be fair and reasonable for me to require Halifax to pay them.

As I've said in my second provisional decision, it is not my role to decide "what I think is fair compensation" without reference to substantive evidence.

Time and costs of pursuing this complaint with Halifax.

In my second provisional decision I said that the Financial Ombudsman Service is unable to compensate Mr G1 for his time pursuing this matter as the executor of the estate. I set out my reasons why. I remain of that view for the reasons stated.

Recently Mr G1 has provided an invoice from his address to the estate for £500 to cover the following:

“We have paid to print off at Boots the photographic evidence, paid for “signed for” letters to be sent, bought paper, printing ink and envelopes, paid for phone calls etc”

Mr G1 didn’t attach receipts to cover this. Instead he estimated those costs at £25 a month for 20 months.

I appreciate that Mr G1 may want to claim those costs from Mr G’s estate, but that doesn’t mean that it is fair and reasonable for Halifax to pay for them. I’m not persuaded on the basis of the evidence provided that those costs were properly incurred, so I don’t think it would be fair and reasonable for me to require Halifax to pay for them.

Breach of regulatory rules

In response to my second provisional decision Mr G1 said that Halifax breached regulatory rules it was required to follow.

I am not a regulator, and it is not the role of the Financial Ombudsman Service to say whether a regulated firm has breached regulatory rules are not. However, it is my role to consider the regulatory requirements Halifax is required to follow. For the avoidance of doubt, I have done that throughout my consideration of this complaint.

Mr G1 has referred to a number of regulatory rules e.g. section 6.2 of the Financial Conduct Authority’s (“FCA’s”) handbook that applies to firm holding custody assets such as security for clients. These rules don’t apply in this case as the deeds to Mr G’s house are not custody assets within the meaning of the FCA Handbook.

Mr G1 has also referred to the consumer duty that only came into force on 31 July 2023. As the 10-month period I’ve said Halifax is responsible for occurred before the consumer duty came into force, I don’t think it’s relevant here.

Conclusion

For the reasons set out above, I think the £500 compensation Halifax has offered to pay the estate in connection with this complaint is fair and reasonable.

My final decision

For the reasons set out above, my final decision is that Bank of Scotland plc (trading as Halifax) doesn’t need to do anything more to resolve this complaint.

I understand that Bank of Scotland plc (trading as Halifax) has already sent Mr G’s estate a cheque for £500 in connection with this matter. If that cheque remains unpaid it should re-issue that cheque to Mr G’s estate.

Under the rules of the Financial Ombudsman Service, I’m required to ask the estate of Mr G to accept or reject my decision before 25 April 2025.

Laura Forster
Ombudsman