

## **The complaint**

Mr G complains that The Co-operative Bank Plc trading as Platform continued with enforcement action on his Buy To Let ("BTL") mortgage, even after he cleared the arrears. And Mr G didn't think Platform should have paid for the work done.

## **What happened**

Mr G has a BTL mortgage with Platform. He said Platform wrote to him in late July, telling him it had instructed an agent to visit the mortgaged property, because of arrears on the mortgage. Mr G said he contacted Platform, and agreed to pay the money, but Platform wouldn't cancel its agent visit, even though it hadn't yet been scheduled when Mr G cleared the arrears.

Mr G said he'd now had the cost of this visit added to his mortgage. But he said the report itself was wrong, and worthless. He thought it was very unfair for Platform to have paid for the report, and passed that cost on to him.

Platform didn't think it had done anything wrong. It said Mr G's mortgage had been in arrears for some time. It had spoken to him at length about this in April 2024, but Mr G didn't want to clear the arrears, and wouldn't share income and expenditure information with Platform so it could see if the payments were affordable for him.

Platform then wrote warning of an agent's visit and asking Mr G to contact it urgently if he wanted to avoid this. But Mr G didn't get in touch. He only contacted Platform after it wrote to tell him it had already booked the agent visit. Platform didn't think it had to cancel its visit then, although Mr G did clear the arrears before the visit took place. Platform said the fee had already been incurred.

Platform said the visit had been carried out, and it wouldn't waive the fee. It accepted there was an error in the report produced, and said it had amended the information it held, in line with what Mr G told it about the property.

Platform apologised for not calling Mr G back promptly on occasion, and for some confusion over the cost of the agent's visit. It paid Mr G £100 to say sorry for those things. But it didn't think it had to do more than that.

Our investigator didn't think this complaint should be upheld. He said Mr G hadn't been making all of his payments in full and on time, since around March 2023. On 10 July 2024, Platform wrote to him to say it would instruct an agent to visit the property if he didn't clear the arrears. On 22 July, Platform wrote to confirm an agent had been instructed, and a charge of £200 plus vat would be added to Mr G's mortgage for the visit.

Our investigator noted that there had been limited contact with Mr G to clear the arrears, which is why an agent was instructed. He thought it was reasonable for Platform to take this step, and he said charging Mr G for this was in line with the terms of the mortgage.

Mr G contacted Platform after this, and said he would clear the arrears before the agent

visited, but Platform had confirmed the visit could not be cancelled. Although Mr G did clear his arrears on 29 July, before the agent visited on 6 August, the visit went ahead.

Mr G was unhappy that the contents of the agent's report weren't accurate. Our investigator said he didn't think the inaccuracy meant that our service could fairly ask Platform to refund the cost. He said Platform had paid Mr G £100 for some service failings, which he thought was fair. And finally our investigator noted that arrears began to accrue on the account again shortly after they had been cleared.

Mr G replied to disagree. He said nothing had been paid back for the report, and he didn't think he should be billed for something which he said was just guesswork. He repeated that Platform shouldn't have paid the agent, so the cost shouldn't have been passed on to him.

Our investigator said Platform wasn't responsible for the content of the report, and he still didn't think it was wrong for Platform to have commissioned it.

Mr G maintained the document wasn't fit for purpose, and would not stand up in court. He said it was a poor piece of guesswork. So he said Platform shouldn't pay the bill for this agent, and he definitely wasn't paying for it. Because no agreement was reached, the case came to me for 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've reached the same overall conclusion on this complaint as our investigator.

I note that Platform wrote to Mr G on 10 July 2024, when his mortgage was in arrears of more than one month.

That letter said this –

*As we have not reached an agreement to repay the arrears, we will be instructing our Agent to visit the mortgaged property at the above address to undertake a property assessment.*

....

#### **WHAT YOU NEED TO DO NOW**

***Please call us as soon as possible on the phone number below to discuss the arrears; it is important that we speak to you.***

***It is not too late to resolve this matter but you must either make payment to clear the mortgage arrears within the next 5 days, or ensure you contact us on the telephone number shown below to discuss your repayment proposals.***

***Should no contact be made and your mortgage remains in arrears we will proceed to instruct our Agent. The cost of the property assessment will be £200 plus VAT and these costs would be debited to your mortgage account.***

The text in bold above is as shown on the original letter.

So Mr G was clearly warned by Platform that, because of the arrears on his mortgage, it intended to instruct an agent to visit his property. He was also given a deadline to contact Platform to make arrangements to clear the arrears, if he wanted to avoid that visit and the associated costs. Mr G didn't contact Platform until after it had issued the subsequent letter, on 22 July, telling him about the upcoming visit.

I don't think it was unfair or unreasonable for Platform to instruct an agent to visit Mr G's property, and I don't think Platform had to cancel this booked visit after 22 July, even though Mr G did then clear the arrears.

Mr G complained to Platform about some service failings, with confusion over the cost of the agent's visit and a failure to call him back promptly. Platform has paid him £100 for these concerns. I'm satisfied that is a fair and reasonable outcome to this part of Mr G's complaint.

Mr G now says he's very unhappy with the content of the report. He says the agent just guessed how many bedrooms the property had, and guessed badly. Mr G feels this entirely undermines the report, which he thinks Platform shouldn't pay for. He says that in turn means the cost shouldn't be passed on to him.

I'm sorry to have to tell Mr G that I don't agree. It seems likely that there will always, unfortunately, be some element of guesswork in completing a property report, where tenants don't wish to cooperate with the agent. And there is also room for human error. However, it's for Platform to assess the report overall, to decide whether it thinks the agreement it has with the agent has been complied with, and indeed whether it sees value in the work done.

I know Mr G isn't happy with the report, but that doesn't mean Platform is obliged to withhold payment from its supplier. I don't think it is unreasonable for Platform to have paid for this report, notwithstanding the error made there. And I note that then asking Mr G to cover this cost, is in line with the terms of the mortgage agreement between him and Platform.

I know that Mr G will be disappointed, but I don't think this complaint should be upheld.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 7 July 2025.

Esther Absalom-Gough

**Ombudsman**