

The complaint

Mr and Mrs R complain that Wave Lending Limited did not provide a copy of a valuation report when they took out a buy-to-let mortgage.

What happened

In 2007, Mr and Mrs R took out an interest only buy-to-let mortgage with Wave. The loan was for £161,500 plus fees on a property with a purchase price of £190,000.

In 2021, Mr and Mrs R said they wanted to sell the property. But they said the property's value was around £160,000 – less than the 2007 valuation and less than the mortgage balance.

Mr and Mrs R complaint they were not given a copy of the valuation, They said that the declaration said they'd be given a copy of the valuation report but they did not receive a copy and the mortgage offer drew their attention to valuer's comments in the report.

The valuation report said that a mining report was required. Mr and Mrs R said that by withholding the valuation report Wave denied them the opportunity to consider the valuer's comments and seek further reports. Wave withheld the report and only provided it as part of another complaint. That shows it had lied in its response to the previous complaint.

Mr and Mrs R want wave to accept a reduced amount in settlement of the mortgage and to refund all of the fees they paid in respect of the mortgage.

The investigator said we'd already considered a complaint about provision of the valuation report so we should not consider that again. He did not think any part of the complaint should be upheld.

Mr and Mrs R did not accept what the investigator said. They responded to make a number of points, including:

- The ombudsman in the previous complaint said they were not looking into any new issues raised by the,
- This complaint is based on new information they reviewed after they made the original complaint in 2022. Wave responded to the new complaint but did not answer their questions – why did it not give them a copy of the valuation report when it said in the declaration it would do so.
- While there might not be any regulatory obligation to provide a copy of the valuation report a legal obligation was created because of the wording in the valuation report.
- The valuer said that further investigation was needed but that was ignored by Wave. That put them at risk and it also cast doubt on the suitability of the property for mortgage purposes.

- This was not a commercial venture it was a personal investment for their future and should not be treated as a commercial venture.
- There was case law that said lenders had a duty to disclose potential defects or discrepancies with borrowers.
- They relied totally on the valuation in deciding to proceed.
- When they asked for a copy of the valuation report they were sent a blank form.

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.

In 2022 we issued a final decision on a complaint brought by Mr and Mrs R. That complaint was about the valuation, that Wave didn't carry out due diligence when granting the mortgage, that Wave refused to extend the term of the mortgage and they tried unsuccessfully to contact Wave.

In the final decision to that complaint, the ombudsman said:

Wave's valuation report form requires the valuer to confirm they understand that a copy of the report will be disclosed to the borrower. I'm not persuaded by Mr and Mrs R's argument that this wording creates a legal obligation on Wave to provide a copy to them, but ultimately that would be for a court to decide. The valuation was carried out on behalf of Wave, for mortgage purposes. While some lenders might provide a copy of the valuation report to the borrower there's no general obligation for lenders to do so.

I am satisfied that the point about whether there was a legal obligation created by the wording in the valuation has been dealt with by the previous ombudsman. I know Mr and Mrs R will find this hard to accept, but I think this complaint is largely the same as the one they made in 2022.

A complaint is defined by the Financial Conduct Authority's handbook as an expression of dissatisfaction whether justified or not, from a person about a financial service, which alleges that the complainant has suffered (or may suffer) financial loss, material distress or inconvenience.

This complaint is about the same provision of a financial service – the mortgage lending and the valuation. The financial losses and any material distress and inconvenience are the same in both complaints. I think it would be very difficult for me to argue that this is a new or different complaint.

Mr and Mrs R might consider they have different arguments or new evidence. But that does not make it a new complaint. I'd note that our rules allow us to dismiss a complaint that would seriously impair the effective operation of our service. That includes where the subject matter of the complaint has previously been considered or excluded by us (unless material new evidence which the Ombudsman considers likely to affect the outcome has subsequently become available to the complainant).

That reflects that when we issue a final decision it is intended to give finality to both parties. It would impair our effective operation of we looked at the same matter over and over again – and both parties were give a number of opportunities to put forward any evidence or argument if they wished as part of the previous complaint. Of course if there is new information that subsequently became available and in my opinion it makes a difference to the outcome, then we might look at things again.

But I do not think that is the case here. There is not any new evidence that was not available to Mr and Mrs R at the time the final decision in the previous case was made. Even if that is not correct, I don't consider any of the evidence Mr and Mrs R have provided as part of this complaint would lead me to reach a different conclusion to the ombudsman in the previous complaint. In all the circumstances, I do not think it would be fair or reasonable to consider this matter again. In any case, if I did, I would have reached the same conclusions as the ombudsman in the previous case.

The investigator said the complaint about the fees applied was a new matter. I am not sure that is right. Mr and Mrs R are requesting a refund of those fees in connection with the issues round the valuation. As I have explained, I agree with the conclusions reached by the ombudsman in the previous case and there is little I can usefully add. So there is no basis for me to say the fees should be refunded – and I agree they were set out clearly in the mortgage documentation.

The investigator also dealt with the problems that Mr and Mrs R had in obtaining a copy of the valuation report in 2022. The difficulty Mr and Mrs R had contacting Wave was dealt with previously. But even if I were to look at whether Wave gave them a copy of the report or not, it does not have any prospect of success.

My colleague has already found there was no duty for Wave to provide a copy of the valuation to Mr and Mrs R. It makes no real difference if Mr and Mrs R were given a copy or not. By that time the mortgage had already completed and they were given a copy of the valuation report when the complaint was referred to us.

I do not doubt the very difficult position that Mr and Mrs R are in and I was sorry to hear what they have been through. But I can see no reason to reach a different conclusion than my colleague did in her decision in 2022. I accept that Mr and Mrs R viewed the buy-to-let as a personal investment. But it meant they were not acting as consumers – they bought a property with the intention of letting it to generate an income. So it was for them to obtain their own survey to assure themselves of the property's valuation and condition.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 9 October 2025.

Ken Rose
Ombudsman