

The complaint

Ms M says her ex-partner remortgaged with Santander UK Plc without her knowledge or consent. Ms M asks that Santander accepts she has nothing to do with the mortgage and ceases action for possession.

What happened

Santander offered a mortgage to Ms M and her ex-partner (who I'll refer to as Mr M) in late 2020.

Ms M says Mr M told her he re-mortgaged with Santander in his sole name. She didn't know about or consent to being on the joint mortgage account.

Mr M left the property and stopped making mortgage payments. Ms M says he failed to comply with a court order for maintenance payments. She says she was the victim of abuse. Ms M says she can't afford the mortgage payments and has had to borrow from friends.

The mortgage fell into arrears and Santander started action for possession. Ms M says Santander hasn't listened to her concerns, despite the time she's spent talking to its vulnerable customers team. From what Ms M has said, it seems the court issued a suspended possession order.

Our investigator said the application was submitted by a broker and Santander had no direct contact with Mr M and Ms M. A solicitor dealt with the conveyancing work, including arranging for Ms M's signature on the mortgage deed. She said the broker and the solicitor had to check identification documents and that Ms M was party to the mortgage. Our investigator said Santander carried out appropriate checks and had no reason to suspect this was a fraudulent application.

Our investigator said even if the mortgage was taken out by Mr M alone it was secured on the property, and Santander was entitled to recover the debt from the security property. She said Santander should take Ms M's circumstances into account and treat her fairly and sympathetically and try to reach a resolution if possible.

Ms M said she had no contact with the broker and doesn't know the person named as a witness on the mortgage deed.

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.

Ms M says she bought the property with Mr M and they took out a joint mortgage with another provider. Mr M told her in late 2020 he was re-mortgaging. However, he said she would remain on the property deeds and the mortgage would be in his sole name.

Santander received an application from a broker in late 2020. The application was for a joint mortgage for Mr M and Ms M. It said the property was owned jointly. The application was for

a re-mortgage with the funds used to repay the existing mortgage and home improvement loans. The application said the method of sale was face to face and the broker had obtained evidence to verify the customers' identity.

Santander instructed a firm of solicitors to carry out the legal work to complete the mortgage. The solicitors received documents signed by both Mr M and Ms M, including the mortgage deed. They asked for identity documents for Ms M and returned them by letter addressed to Ms M. The remortgage completed in early 2021. The completion statement shows that most of the funds (£193,000) were used to repay the previous mortgage. About £10,000 was paid to a firm of solicitors to redeem a restriction on the property title related to a county court judgement against Ms M. About £16,000 was paid to Mr M.

Ms M says she didn't sign any documents and was unaware of all of this. She says she didn't know the mortgage was in her name until after she separated from Mr M in late 2021.

While I'm very sorry for the situation Ms M is in and the circumstances she's told us about, I'm limited as to what I can look into here. I can't consider the actions of the broker or the solicitor. Whether Mr M acted fraudulently is better looked into by the police and the courts. What I need to consider here is whether Santander made an error when it offered the mortgage.

Having carefully considered the available evidence, if the mortgage was taken out without Ms M's knowledge or consent, I don't think Santander could have known this. Based on what it was told I don't think Santander had any reason to be concerned that Ms M was unaware of and hadn't agreed to the application. It follows that I can't fairly find that it was unreasonable or unfair for Santander to offer the mortgage or that it can't take steps to recover the debt because of this.

I'd note here that most of the mortgage funds were used to repay the previous joint mortgage. If Santander hadn't offered the re-mortgage the previous mortgage would have remained in place. Once Mr M stopped making payments that mortgage would have fallen into arrears. It seems likely Ms M would have found herself in the same position (dealing with mortgage arrears and recovery action) even if the re-mortgage hadn't happened.

Ms M says she's looking for a way to remain in her home. She's not currently in a position to pay the mortgage and says Mr M hasn't complied with a court order for maintenance. She's concerned that Santander will take possession of the property before the situation regarding her divorce and the financial settlement is resolved. Ms M has told us that she's been the victim of abuse and has PTSD. She's in financial difficulties and relying on benefits and loans from friends.

I can't fairly require Santander to cease recovery action on the basis Ms M didn't know the re-mortgage was taken out in joint names. But I would remind Santander of its duty to treat Ms M fairly, to take her circumstances into account and ensure it offers appropriate support to her.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 19 June 2025.

Ruth Stevenson

Ombudsman