

## The complaint

Miss R complains that Topaz Finance Limited trading as Hyalite Mortgages unfairly took possession of a property she owned. She said there was borrowing taken fraudulently against the property without her knowledge.

## What happened

On 8 August 1988, Miss R and two other borrowers took out an interest only mortgage for £63,170 over a term of 25 years.

The mortgage was originally with Leamington Spa Building Society. I understand it was taken over by Bradford & Bingley. And Hyalite Mortgage is now responsible for it.

In October 2019, a court issued an order for possession against the mortgaged property and a judgement that the borrowers owed £66,291.99.

Miss R complains about a number of things, including:

- There was further borrowing taken out against the mortgaged property that she and the other borrowers was not aware of. It was taken out on the day the mortgage deed was signed and there is no evidence of the proceeds of the borrowing being paid into the borrowers' bank accounts.
- There were discrepancies in the title of the property.
- There are multiple account numbers generated by the lender.
- Correspondence was addressed to the "occupier/tenant", which she is not.
- The borrowers were not given the opportunity to redeem endowment policies.
- She does not understand what she has paid for only to end up being evicted from the property.
- There are surplus funds of £557.70 she has not received.

Miss R wants the property returned and compensation for the wrongdoing and fraud against her.

I issued a provisional decision that dealt with our jurisdiction to consider this complaint and the merits of the complaint I could look at. And I have issued a jurisdiction decision that set out I could only consider the complaints about the title of the property, part of the complaint about the repossession action, and the surplus funds. My findings in respect of merits in my provisional decision, which form part of this decision, were:

*There were discrepancies in the title of the property*

*I can't see that a final response was issued in respect of this complaint. Hyalite said that it sent Miss R a copy of the title deeds and it also asked its solicitors to do so. But that would not prevent me considering a complaint.*

*While Miss R might have identified what she considers to be discrepancies with the title of the property, I can't see there has been any error by the lender. Even if there was, I can't see that Miss R has suffered any real detriment as a result of that. I know Miss R won't see it that way – she believes there is a wide ranging conspiracy against her in respect of the property. But there is no evidence that she has lost out because of how the title was recorded.*

...

*Correspondence was addressed to the "occupier/tenant", which she is not*

*I can't see this complaint has been addressed in a final response – so we can consider it.*

*A lender would be required to write to the occupier or tenant of a property when it was taking action to repossess the property so that anyone living there was aware of what was happening. I don't consider that was an error by the lender.*

...

*Miss R does not understand what she has paid for only to end up being evicted from the property*

*This is essentially about the action taken by Hyalite to repossess the property. That was dealt with in a final response dated 9 November 2023. Miss R referred this complaint to us on 20 July 2024. That is more than six months after the final response was sent.*

*Miss R had an interest only mortgage. She was only paying the interest on the amount she originally borrowed. She was always required to repay the amount originally borrowed at the end of the agreed term in 2014. So the reason why she was evicted, included that she had not repaid the original borrowing as agreed.*

*I do not have the power to overturn a court order or judgment. So I cannot tell Hyalite that the possession order it obtained was not valid. Nor can I say that Hyalite was unable to recover the amount that the court said Miss R and the other borrowers owed. So I will be unable to give Miss R what she wants. If Miss R thinks the legal process was not carried out properly then she should seek legal advice about that.*

*Surplus funds*

*Hyalite has explained that it incorrectly gave Miss R the impression there was a surplus of £557.70 due to her. It said that was actually the monthly payment before the mortgage closed. It has provided a closing statements showing there is no surplus remaining. I am satisfied that is likely to be correct.*

*Hyalite has offered Miss R £25 for any trouble and upset that has caused. I think that is likely to be fair bearing in mind there was no payment actually due to Miss R and it cleared up the misunderstanding within a few weeks at most.*

*Hyalite accepted my provisional conclusions. Miss R did not.*

## **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 reviewed everything Miss R has said and provided. But I see no reason to reach a different conclusion than I did in my provisional decision, for the reasons set out above.

Miss R had made a specific request for a number of documents from Hyalite. I've already found that I can't consider a complaint that Hyalite has not provided all of the documents it should have under a data subject access request. And it is not for me to obtain information from Hyalite for Miss R.

Miss R has also asked for all the Land Registry documentation in relation to the property. I note Hyalite appears to have already provided copies of title deeds to Miss R. But in any event, Land Registry documents including titles are available to the public. So Miss R can request those documents directly, if she wishes.

As I explained in my provisional decision, I have no power to overturn a court order. If Miss R considers any order or judgment was obtained incorrectly then she should seek legal advice.

I understand that Miss R feels very strongly that she has been the victim of fraud in relation to this mortgage. But there are limited parts of this complaint that I have the power to look at. I think Hyalite's offer of £25 is a fair way to put things right for any distress caused by leading her to believe there was a surplus remaining after the sale of the property.

## **My final decision**

My final decision is that Topaz Finance Limited trading as Hyalite Mortgages should pay Miss R £25.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 11 August 2025.

Ken Rose  
**Ombudsman**