

The complaint

Mr N complains about the way Kensington Mortgage Company Limited trading as Acenden handled his mortgage account and that it failed to provide copies of key documents.

Mr N asks that Acenden's handling of the mortgage is investigated and it's ordered to disclose the signed mortgage contract, documents from possession action in 2009 and a full record of the mortgage ownership from 2008. He asks for compensation for obstruction, distress and potential financial loss.

What happened

Mr N took out an interest only mortgage in 2007. The lender appointed Acenden to administer the mortgage. Mr N's mortgage fell into arrears and the lender took possession and sold the property.

Mr N previously brought a complaint to our service. He complained about how the lender dealt with his bankruptcy in 2008, the possession and sale of his property in 2020, the shortfall debt and the fees and charges it applied. Our investigator told Mr N that we won't look into these issues again, but we can look into new complaint issues raised by Mr N. The complaint has proceeded on that basis.

Mr N says Acenden didn't provide a copy of the signed mortgage contract, despite him submitting multiple subject access requests. It only provided a copy. Mr N says this puts the legality of the mortgage into question.

Mr N says Acenden also failed to provide copies of documents related to possession action in 2009. Court records of the possession order have been destroyed, preventing a review of the case.

Mr N says Acenden didn't provide clear information about how ownership of his mortgage was transferred after the original lender collapsed. He says he was not informed or asked for consent when the mortgage was transferred.

Our investigator said Acenden hadn't made an error or treated Mr N unfairly. She said it didn't need to do anything more.

Mr N didn't agree and asked that an ombudsman re-consider the matter.

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.

We provide an informal dispute resolution service. While we take relevant law, regulation and good industry practice into account, we make decisions based on what's fair and reasonable in the circumstances.

Mr N has the right to ask Acenden for copies of the information that it holds about him. That

doesn't mean that Acenden has to provide all of the information Mr N asked for.

Acenden says it's provided all of the documents that Mr N is entitled to receive in response to his subject access request. It explained why it didn't provide all of the documents he asked for:

- it says it doesn't have an original signed mortgage contract, the title deeds or the mortgage deed that was registered with the Land Registry.
- it says Mr N's mortgage remained with the original lender and was not assigned, so no assigning document exists. It says only the beneficial interest was transferred to another entity.
- it didn't provide documents that it says aren't public and don't contain Mr N's personal data – such as agreements between the lender and other entities, or internal policy documents. It says it doesn't have to provide correspondence with solicitors which is legally privileged. It didn't provide personal information related to third parties.

Ultimately, only a court can determine whether Acenden met or breached its obligations under GDPR. Having considered what the parties have said, I don't think it's fair and reasonable to require Acenden to take further steps regarding Mr N's subject access request.

I can't fairly require Acenden to provide copies of documents that it doesn't hold or which don't exist. I don't think it's fair and reasonable to require Acenden to provide documents that don't contain Mr N's personal data or which are legally privileged. I don't think it's fair and reasonable to require Acenden to contact third parties (such as the Land Registry) to obtain documents in order to provide them to Mr N.

Mr N says the court destroyed documents related to possession proceedings in 2009. That's not something I can fairly say Acenden is responsible for. I don't think it's fair and reasonable to require Acenden to assist Mr N to reconstruct these documents.

I can't fairly agree that Mr N is unable to review the terms of the lending without original documents. He can do this by reading copies of documents.

Mr N says Acenden's inability to produce the signed mortgage contract casts doubt on the right to enforce repayment or take possession. As we explained, we aren't re-considering Mr N's complaint about the possession and sale of his property.

Mr N's view is that a valid, enforceable contract must be in writing and signed. Only a court can decide whether a contract is valid and enforceable, so this is something Mr N would have to raise in court. Before doing so, Mr N might consider taking legal advice.

I don't think that Acenden made an error or treated Mr N unfairly so as to make it fair and reasonable in the circumstances to require it to pay compensation or take further steps regarding this complaint.

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 Mr N to accept or reject my decision before 12 November 2025.

Ruth Stevenson
Ombudsman