DRN-5726891

The complaint

Mr B is unhappy with the service he has received from Leeds Building Society in relation to his mortgage. He said his mortgage is joint with his ex-partner and excess funds from the remortgage were transferred to her account without his knowledge. Mr B said he was in an abusive relationship and his ex-partner has now built up a debt of around £29,000. He said Leeds are now in the process of repossessing the property and are not taking his situation into consideration.

What happened

Mr B remortgaged with Leeds in 2019 with his ex-partner. He said the mortgage was taken out fraudulently as he didn't know that the mortgage had increased, with the additional borrowing being sent to his ex-partners bank account without his knowledge.

Mr B said he is no longer living at the property, and his ex-partner has been responsible for making the mortgage payments since he left the property in 2020.

He said that his ex-partner hasn't been making the payments to the mortgage which has meant that the mortgage is now in arrears, so Leeds has now started legal action to repossess the property. Mr B isn't happy that Leeds have allowed his ex-partner to make reduced payments to the mortgage which has now had an impact on him. He feels that Leeds are not taking his own personal circumstances into account or given him any support. He raised a complaint about this.

Leeds didn't uphold the complaint and they told Mr B that the mortgage hasn't been maintained as per the terms and conditions, so they were satisfied that the action they were taking was reasonable. They also didn't accept that they had done anything wrong and it would have been up to the solicitor to distribute funds once they had been released to them.

Mr B brought his complaint to the Financial Ombudsman Service where it was looked at by one of our investigators. The investigator didn't think that we could answer part of Mr B's complaint about Mr B's ex-partner making reduced payments to the mortgage and didn't think he could comment on this because she wasn't party to this complaint. So he dismissed this part of the complaint under our rules.

He then proceeded to give his opinion on the remortgage and additional borrowing and didn't uphold this part of the complaint.

Mr B didn't agree. He made the following comments:

- His ex-partners name is not legal in the UK.
- The solicitor in question was his ex-partners employer.
- Mr B's ex-partners solicitors were informed of the 'smear' campaign by Mr B's solicitors.
- The solicitor has been accessing Mr B's private emails for years without his permission.
- Mr B didn't sign any transfer documents or mortgage papers and has never met the solicitor.

- The transfer of funds was paid to an account in Mr B's ex-partners name that he could not access.
- Notification to run up bills in Mr B's name wasn't sent to his current address.
- Leeds were informed of coercive control and economic abuse by continuing to run bills in Mr B's name.
- Mr B believes that the solicitor should be compliant with the Financial Conduct Authority's guidelines and papers should be witnessed and signed with the solicitor present – they were not.
- Mr B's ex-partner was employed by the solicitor so should be classed as a conflict of interest
- Mr B's ex-partner is not able to sign any mortgage documents in the UK without an apostille stamp so any mortgage document would be void without it. Mr B also said his ex-partner wouldn't be able to have an account, a passport or be named on the title deeds without it. He also said she wouldn't be able to legally work in the UK.
- Mr B has also made comments about his marriage in that it is invalid, and other fraud that he believes has been committed outside of the mortgage.

As Mr B disagreed with the investigator, he asked for the complaint to be reviewed by an Ombudsman, so it's been passed to me to decide.

I issued a provisional decision on 4 July 2025. I said:

> I've considered the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.
>
> First of all, I'm very sorry to hear of everything that Mr B has told us about his experiences over the years. I'm sure he's been through a very difficult time and the ongoing uncertainty about the mortgage and what is about to happen to it no doubt contributes to that.
>
> I've given careful consideration to all the submissions made by both parties, but I won't address each and every point that has been raised. I'll focus on the matters that I consider most relevant to how I've reached a fair outcome – in keeping with the informal nature of our service.
>
> Our usual stance at the service is to determine if something has gone wrong, and if it has, we think about how we ask a business to put things right. But I am not going to be able to do that on this complaint for the main part that Mr B wants me to consider.
>
> Mr B has made several arguments in relation to this complaint and has also made multiple arguments about many things that are not in relation to the specific complaint that we are looking at.
>
> This complaint is about a joint mortgage, but we don't have the other parties' consent. From the evidence that has been provided, there is a lot of 'he said' and 'she said' and both parties appear to be making certain allegations against the other. As we don't have the other parties' consent, I don't have her version of events so this limits how much of a finding I can make.
>
> However, from the information and evidence I do have, it appears that a court has decided what happens to Mr B's property and I can't interfere with a decision that has been made in court – no matter how much Mr B may disagree with it. So even if I did think the mortgage had been taken out fraudulently (which, to be clear, isn't something I'm making a finding on either way) I couldn't order Leeds to do anything to put it right as, to do so, I would be interfering with a court order which I simply don't have the power to do.

This means that any arguments about the mortgage being taken out fraudulently, isn't something that I can consider because it has been decided what happens to the property.

It was ordered that Mr B should transfer all his legal and beneficial interest in the family home to the other party. And by way of a legal charge, he is to be paid an amount equal to 35% of the net proceeds of sale. There are also details in the court order which stipulate when this should happen which I won't go into here. Mr B was also told to pay the joint party a sum of money as well. Mr B, from what I can see has told the court what he believes has happened, made his own arguments about what he believes has gone wrong and a court has made a decision. So based on this information, this isn't something I can overturn or get involved in.

I think the other thing to point out here is that Leeds have a possession order for the property. Mr B has been declared bankrupt so Leeds should report this accurately to the credit reference agencies. It would usually still be reported on the mortgage, but it would show as a default as at the date of bankruptcy, with no payment history reported since then. Mr B hasn't specifically complained about this, but for completeness, it's better to ensure that his credit file is reported correctly.

In terms of Mr B's argument about Leeds allowing the joint party to pay a reduced amount each month, this was something that the investigator didn't think we could consider. But I think I can comment on this to an extent. Leeds setting a reduced payment arrangement isn't something that we would deem to be unreasonable. Where it's a joint mortgage which is in dispute, we expect a lender to treat both parties fairly. Now I accept that Mr B doesn't think that Leeds have treated him fairly, but if the other party is asking for help and may be struggling financially, we would think it fair that a lender supports them. And without me going into any detail about the circumstances, that is what Leeds have done here. So, I'm satisfied they have acted fairly.

I know that Mr B will be disappointed with my decision as the crux of his complaint is about the mortgage that he believes was taken out fraudulently. But I hope he can understand that this isn't something that our service can get involved in for the reasons I have set out above.

Developments

Leeds responded and didn't have any further comments to make.

Mr B responded and attached some links to some documents which we were unable to open. We asked Mr B to re-send these to us, and he responded and asked which email we were referring to as he had sent several emails in May and June 2025. We explained it was in relation to the email he had sent following the provisional decision.

Mr B then responded and said he had nothing more to add.

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.

As neither party has made any further comments in relation to this matter, I see no reason to depart from my provisional decision. I therefore have nothing further to add to what has already been said.

My final decision

For the reasons given above and in my provisional decision, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 28 August 2025.

Maria Drury
Ombudsman