

The complaint

X is unhappy with how she has been treated by Barclays Bank UK PLC, in relation to a joint mortgage. She believes that Barclays should've done more to protect her interests, and has caused her significant financial loss and unnecessary stress and worry.

What happened

X held a joint mortgage with her ex-partner, on what was their residential property. The property was sold and the mortgage repaid around May 2025.

Approximately one year earlier, X had contacted Barclays to say that the joint party had initiated an unauthorised commercial tenancy of the property. She sent Barclays a copy of the lease and asked Barclays to send her a letter setting out that the arrangement of the lease was a breach of the mortgage terms and conditions, and guaranteeing that Barclays wouldn't give permission for the lease to remain in place. Barclays initially told X that it would send her the letter, but it later said that it couldn't do this. Barclays apologised to X for mis-managing her expectations, and offered her £200 to reflect what had happened.

Around April 2025, X complained to Barclays that it should have taken more action after she'd notified it of the unauthorised tenancy. X said the tenancy was a breach of the mortgage terms and conditions and Barclays should've sought to repossess the property on that basis. She said the situation had caused her a huge amount of stress and worry, and that the property had significantly reduced in value since the tenancy had been agreed.

The property hadn't sold at this point, and X questioned the likelihood of a sale going through.

Barclays didn't uphold the complaint. In summary, it said that it needed to follow a process before starting litigation action, and it hadn't acted incorrectly. It said the issues X had mentioned were a civil matter.

X referred the complaint to the Financial Ombudsman Service. She said she'd been a victim of domestic abuse, that Barclays had been aware of this, and that Barclays hadn't treated her fairly, resulting in her losing out.

An Investigator here issued an assessment of the case. In summary, they said that whilst they were sympathetic to X's circumstances, they didn't think Barclays had acted unfairly, or caused X a financial loss.

X remained unhappy and asked for the matter to be escalated to an Ombudsman. She emphasised that Barclays had failed in its duty of care towards her, bearing in mind her vulnerable situation. She said that the solicitor acting as Barclays' agent had told her she'd been treated unfairly. And that, given her status as a victim-survivor of domestic abuse, Barclays ought to have tailored its approach and provided her with the copy letter she'd sought, confirming a breach of contract and that Barclays wouldn't agree to the unauthorised tenancy.

X also said that every time she'd called Barclays, she was speaking with a different call handler, meaning that she had to repeat the situation, causing a great deal of distress. She said there are clear FCA guidelines for this situation, and Barclays hadn't adhered to this.

The case has been passed to me to make a decision.

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.

Having done so, I've reached the same overall outcome as the Investigator, and for broadly the same reasons. Before I explain why, I want to set out the purpose of my role. It isn't to address every single point that's been made to date. Instead, it's to decide what's fair and reasonable given the circumstances of this complaint.

For that reason, I'm only going to refer to what I think are the most salient points when I set out my conclusions and my reasons for reaching them. But, having considered all of the submissions from both sides in full, I will continue to keep in mind all of the points that have been made, insofar as they relate to this complaint.

I do wish to acknowledge what X has told us about the very challenging circumstances she's been dealing with. I appreciate her sharing the details that she has with us, and I am sorry to hear of the difficulties she's been experiencing.

Before explaining my findings, there are a couple of things I need to clarify. First, in a recent submission, X has raised that she'd needed to speak to a different case handler every time she rang Barclays to discuss matters. I can't see this formed part of her original complaint, and Barclays would need an opportunity to consider the matter before the Financial Ombudsman Service could get involved. As such, X should raise this with Barclays in the first instance, if she wishes to pursue this issue.

Second, X's complaint relates to a joint mortgage account. It wouldn't be appropriate for me to share details of interactions between Barclays and the joint party – as we don't have the joint party's consent for that to happen.

X's main concerns about Barclays are about its act and omissions after she'd notified it that the joint party had initiated an unauthorised lease of the property. X says Barclays should, taking account of her vulnerable situation, have provided her with a letter saying the lease was a breach of its terms and conditions, and that it wouldn't give permission for the lease to remain. And that, in not doing so, it hindered her ability to build a case to take legal action against the joint party, in order to protect and improve her situation.

X also believes that Barclays should have taken further action, such as taking steps to end the tenancy agreement and/or initiating litigation action sooner and taking repossession of the property. I've thought about these things.

Barclays not being prepared to send X the letter she was seeking

I can see that Barclays apologised to X for first saying it would be able to send her the letter she'd requested, before then saying it couldn't. And that Barclays offered X £200 to reflect this.

I appreciate X's perspective, but bearing in mind that X wanted Barclays to send her a letter in relation to a dispute between X and the joint account holder, I don't find that it

was unfair of Barclays to say that it wasn't prepared to send the requested letter.

And, even if I had found that Barclays ought to have sent X the letter she'd requested, I wouldn't be suggesting Barclays need to pay more compensation anyway. I say this because whilst X says that Barclays not sending the letter hindered her ability to take legal steps against the joint party, there's no way of knowing what difference it might have made. Bearing this in mind, and thinking about our general approach to compensation awards, I would have concluded that £200 was a fair amount to put things right.

So, I don't uphold this part of the complaint.

Barclays not taking more action, sooner

The first thing to say, is that it's far from clear that if Barclays had sought to take litigation action more quickly than it did, X would be in a better financial position than she is. For example, if Barclays had taken litigation action sooner, there may have been further costs added to the mortgage balance, resulting in a higher figure to redeem the mortgage. It would also have risked a default and repossession being added to X's credit file – making it much harder for her to get another mortgage or other credit in the future.

It's also not possible to say when the property would've been sold in an alternate scenario, nor what it would've been sold for. Whilst it's possible it could've sold for more than it did, sooner, there are no guarantees this would've been the case.

That aside, I've seen the terms and conditions for the mortgage. These set out actions Barclays can take in different circumstances, including if the terms and conditions of the mortgage have been breached. These are actions that Barclays *could* take under the terms and conditions of the mortgage. However, it's important to note that the terms and conditions don't bind Barclays to a particular course of action – ultimately such steps are at its discretion, and a lender's decision in such circumstances will take account of various factors, including communication with the borrower(s) and its desire to protect its security.

It's also important to note that Barclays has no power to evict a tenant or end a tenancy. Its only recourse is to repossess the property via court action – and even that is made more complicated if there is a tenancy in place.

As mentioned earlier, I cannot share the details of what was discussed between Barclays and the joint party. But having seen details of the interactions, I'm satisfied Barclays hasn't acted unreasonably in not seeking to pursue litigation sooner than it did, or taking any other steps that X thinks it should. So, whilst I acknowledge X's perspective that Barclays failed in its duty of care towards her given her circumstances, I don't agree.

Finally, X has shared some details of the settlement between her and the joint party, regarding the distribution of proceeds from the property sale. It does appear from the information she's shared, that the lower amount the property sold for, compared to what it had previously been valued at, has had a significant impact on her.

I sympathise with the situation X finds herself in, but the structure of the settlement between her and the joint party is nothing to do with Barclays.

I'm sorry to disappoint X, but in conclusion I haven't found that Barclays has acted unfairly, or caused her a financial loss.

My final decision

My final decision is that I don't uphold X's complaint about Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 23 October 2025.

Ben Brewer
Ombudsman