

## **The complaint**

Mr and Mrs S have repaid their mortgage with Nationwide Building Society and are unhappy that it won't provide them with a document in the format they have requested so they can remove the charge on their property without needing to instruct a solicitor.

## **What happened**

Mr and Mrs S took out this mortgage in June 2015, and they repaid it on 23 November 2021.

On 25 November 2021 Nationwide sent a letter to Mr and Mrs S which said the mortgage was repaid. The property the mortgage was secured over is in Scotland.

In February 2025 Mr and Mrs S contacted Nationwide. They said they'd paid off their mortgage in 2021, and they had just contacted the Registers of Scotland about removing the charge from their property. Mr and Mrs S said they could either instruct a solicitor to remove the charge, or they could do it themselves, and they wanted to do it themselves but they needed Nationwide to draft a document in a set format so they could do so. Nationwide said it wouldn't draft the document that Mr and Mrs S wanted and it had already provided the information Mr and Mrs S needed, which was provided again. Mr and Mrs S weren't happy with that, so a complaint was raised.

Nationwide didn't uphold the complaint. It said there was no obligation for it to prepare a discharge deed on behalf of a customer.

Our Investigator didn't think Nationwide had done anything wrong. She said that the lender isn't responsible for preparing the discharge deed as it should be done either by a solicitor or, if a customer didn't want to appoint a solicitor, by the customer themselves. All Nationwide needs to do is sign and return the fully prepared discharge deed once it is received.

Mr and Mrs S didn't agree and so the case has been passed to me to decide.

## **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 trust Mr and Mrs S won't take it as a discourtesy that I've condensed their complaint in the way that I have. Although I've read and considered the whole file I'll keep my comments to what I think is relevant. If I don't comment on any specific point it's not because I've not considered it but because I don't think I need to comment on it in order to reach the right outcome.

In Scotland, property is registered at the Registers of Scotland. A mortgage lender's interest is protected by a standard security registered against the property's title. Once the mortgage has been repaid, the lender has no interest in the property, and the standard security can be discharged.

Scottish law requires that the standard security be discharged by a means of a deed drawn up in a specific way. While it is not a requirement that the deed be drawn up by a solicitor, it is usual practice. It is the borrower, not the lender, that is responsible for this – and so, where (as is usual) the borrower instructs a solicitor to do it, the borrower is responsible for the solicitor's fees. If the borrower chooses not to instruct a solicitor then the borrower is responsible for drawing up the deed in the format required, it doesn't become the lender's responsibility to do it for them.

The requirement to discharge the standard security by way of a deed is one imposed by Scottish law, not one imposed by Nationwide. I understand Mr and Mrs S may think it unfair that they should have to pay an additional fee to a solicitor (if Mr and Mrs S are unable to draw up the deed themselves) because they are subject to Scottish law, but that is because of the law, not because of something Nationwide has done or not done.

The Registers of Scotland notes that although it is recommended that a solicitor is used to discharge the property, it is not a legal requirement. This process can be done by a layperson if they have the correct information and necessary knowledge, but it is generally recommended that a qualified professional such as a solicitor does discharge the property.

While I understand Mr and Mrs S would like Nationwide to draw up the deed for them, that isn't something it is required to do and Nationwide isn't treating them any differently to any other customer in a similar situation. The two options Mr and Mrs S have are that they instruct a solicitor to draw up the deed, or Mr and Mrs S draw up the deed themselves. Once the deed has been drawn up it can be sent to Nationwide to be signed and sealed by the lender.

Mr and Mrs S have said that Nationwide can do a digital discharge. But the digital discharge process is for solicitors to use to replace the paper-based service. It can't be used by a person not using a solicitor, and it isn't for a lender to use without a solicitor completing their part of the process.

Mr and Mrs S have provided a link to a section on the Law Society of Scotland website. Unfortunately, the part Mr and Mrs S have quoted has been taken out of context as the whole section starts by saying "Solicitors frequently experience difficulty in obtaining Discharges from lenders, particularly those based in England, where Discharges are not required in the same format and the registers can be cleared more easily." But it isn't a solicitor experiencing difficulty here, it is that Mr and Mrs S don't want to use a solicitor.

If the correct, fully drafted, paperwork is submitted to Nationwide, it knows what it needs to do for the charge to be removed, and I've no reason to believe that if Mr and Mrs S chose to appoint a solicitor to complete the process that the charge wouldn't be removed. But if Mr and Mrs S choose not to appoint a solicitor, Nationwide doesn't step into those shoes to draft the paperwork, instead Mr and Mrs S need to draw it up and submit it to Nationwide once they've done so.

The Registers of Scotland's website explains the process and that says:

"Your lender will send you a letter saying that the mortgage has been paid in full.

That letter will say that you can now arrange a discharge of a standard security."

Nationwide did that with its letter dated 25 November 2021.

It then explains how the process works without a solicitor, saying:

"**You** must ensure that the property transaction and deed meet the necessary legal requirements.

We cannot provide you with legal advice. This includes advising **you** on how to draft a discharge."

Both are my emphasis. This makes it clear it is the borrowers' responsibility – not the lender's – to ensure the deed meets the legal requirements, and that the borrower would draft the discharge.

When it says "You can get the discharge deed from your lender" it means that the lender will sign the discharge document that the borrower has drafted and provided, not that the lender will draft the document for them. It goes on to say that it can be complex and recommends the use of a solicitor.

Finally, Mr and Mrs S have said "I work in [job role] and wherever there is improvement required, I do so and I believe Ombudsman should try to resolve this for all Scottish dwellers and support." We're not the regulator, and I've no power under our terms of reference to comment on, or otherwise determine, how financial businesses operate in general terms. I should also reiterate that it is the rules governing the relevant law in Scotland that dictates this process, not Nationwide.

I understand that Mr and Mrs S will be disappointed with this outcome, but having considered everything very carefully I'm satisfied that Nationwide hasn't acted unreasonably as it has no responsibility to draw up the document for Mr and Mrs S.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 12 February 2026.

Julia Meadows  
**Ombudsman**