

The complaint

Mr A's complaint relates to a mortgage with The Mortgage Business Plc (TMB). He has raised several issues about the sale and administration of the mortgage, and the subsequent legal action TMB took:

- TMB sold him an unregulated mortgage.
- Concerns about the signature on the mortgage deed being forged and fraud having potentially taken place.
- The possession order was not valid.
- TMB didn't support him or respond appropriately when he reported antisemitic and hate crime perpetrated against him.
- TMB didn't treat him appropriately between it issuing its final response letter of 24 November 2023 and when he was evicted in February 2025.

What happened

In 2007 Mr A approached an independent mortgage broker to help him arrange a mortgage. As a result, Mr A applied for a mortgage with TMB on an interest-only basis over 25 years. Prior to the mortgage being advanced, TMB send him a mortgage offer. This document states in section 14 that the mortgage would be a regulated one. Mr A would have had to accept this offer and then sign the mortgage deed for the mortgage to be advanced. At his request a copy of the offer was also sent to him in 2011, which he has recently said was not received.

Mr A got into financial difficulties that meant he did not make the payments to the mortgage that were required. Ultimately, TMB decided to take legal action to repossess his property in 2022. A suspended possession order was granted in February 2023 and TMB decided to enforce the order. An initial eviction date was set for 11 October 2023, but the bailiffs were unsuccessful.

TMB requested a new eviction date, and one was set, but it was then cancelled as Mr A was granted a "breathing space" between 19 October and 17 December 2023. By March 2024 the arrears on the mortgage had increased to approximately £110,000 and, as Mr A had not interacted with TMB to find a way forward to repay the arrears, TMB applied to the court for a new eviction date, which was granted for 23 May 2024.

Mr A appealed the eviction date, and he informed the court that there was a sale in progress and he wanted time to allow it to complete. The eviction was cancelled to allow Mr A four weeks to complete the sale. The property wasn't sold within the four-week window and Mr A didn't provide TMB with evidence of the sale, so TMB asked for another eviction date. One was set but had to be cancelled as Mr A was granted another "breathing space" until 14 October 2024.

Once the breathing space had ended, TMB waited for an update from Mr A. When one was not forthcoming, it arranged to send a field agent to Mr A's home to establish what his financial situation was. However, Mr A cancelled the appointment. As the situation had not changed, other than the arrears increasing, TMB asked the court for another eviction date.

The court granted the application, and another eviction date was set for 11 December 2024. This was again cancelled as Mr A applied to the court to have the order set aside.

Mr A's application was subsequently denied and a further eviction date for the middle of February 2025 was set. Mr A again tried to stop the eviction, but the application was unsuccessful. TMB took possession of Mr A's property on 13 February 2025.

Mr A contacted us in February 2025 with the above complaint. Some of the complaint points had not been raised with TMB, but it said that it was willing for us to consider them if they fell within the time limits contained within our rules.

One of our Investigators looked into the complaint. He concluded that we were only able to consider the last two complaint points detailed in the complaint section of this document. The Investigator didn't recommend the complaint about those points be upheld.

Mr A didn't accept the Investigator's conclusions and asked that the complaint be referred to an Ombudsman for consideration. He said that he considered that there were exceptional circumstances that prevented his earlier complaints being referred to this Service in time and set out details of those circumstances. Mr A also said that he had only become aware that the mortgage was unregulated in 2023/24 through some court documentation. He stated that his concerns about the mortgage deed had never been investigated or addressed. Overall, Mr A said that he strongly believed that his case involved serious procedural unfairness and systematic mishandling, which deserved a full review of the merits by an Ombudsman.

I issued a decision regarding our jurisdiction as it related to this complaint on 12 September 2025. I concluded that we could only consider two of Mr A's complaint points:

- TMB didn't support him or respond appropriately when he reported antisemitic and hate crime perpetrated against him.
- TMB didn't treat him appropriately between it issuing its final response letter of 24 November 2023 and when he was evicted in February 2025.

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.

Initially, I would explain that the Mortgages and Home Finance: Conduct of Business Sourcebook (known as MCOB) sets out at MCOB 13 what lenders are required to do to help borrowers in arrears. A lender is required to explore ways to resolve an arrears situation, especially if the problem that created the arrears to begin with is one that looks to be short-term and capable of being resolved.

For long-term difficulties, a lender must also look at other ways to help, such as transferring a mortgage from capital and interest repayment to interest-only for a period, deferring interest for a period of time or capitalisation of arrears. Balanced against that is the lender's obligation to ensure that any arrangement is affordable and sustainable. The requirement for a lender to try to help a borrower doesn't mean that a consumer should be given whatever they ask for, but rather the lender needs to determine if it can put forward any proposals that will actually help the consumer and not just postpone the inevitable if the mortgage isn't and won't be affordable going forward.

In order for any form of forbearance to be put in place the borrower must remain in communication and work with the lender to find a solution. There will also be situations

where a lender can't propose a solution – where due to a borrower's changed circumstances the mortgage is not affordable and is not anticipated to be affordable again.

TMB had concluded that the only solution to the situation with Mr A's mortgage was for the property to be sold and the mortgage repaid from the proceeds of the sale. The court issued a possession order in 2022 and Mr A has asked that we consider whether TMB's actions between November 2023 and January 2025 was appropriate in the circumstances – whether it should have continued with the legal action and ultimately repossession of his home.

I have considered what happened during this period. While there were payments being made to the mortgage in the form of support for mortgage interest benefit, this was considerably less than the monthly payment due, and Mr A had not made any payments to the mortgage himself since 2019. This meant that the arrears on the mortgage continued to build each and every month.

While there was some contact from Mr A with TMB during the relevant period, he didn't put forward any material plans to deal with the situation. There was also no indication that he would be able to afford the monthly payments going forward, let alone deal with the arrears situation.

I have seen that action was put on hold when breathing spaces were given, as it should have been, and there were other times when Mr A was given additional time in the hope that he would be able to sort something out and communicate with TMB. However, as nothing about the situation changed and no realistic proposals for resolving the situation were made in 2024, I don't consider that it was inappropriate for TMB to pursue the repossession of Mr A's property.

Mr A has said that he doesn't believe that TMB supported him or responded appropriately when he reported antisemitic and hate crime being perpetrated against him. I have reviewed the contact notes for Mr A's mortgage and the first mention of this situation was in January 2020. He explained to TMB that he had suffered this type of abuse from his neighbours for a number of years and this had led to him suffering from PTSD. In addition, as he was self-employed, it had meant that he had lost earnings because clients had not wanted to go to his home. Mr A confirmed that he had reported the situation to the local council and the police, and he was receiving support from an organisation separate from those bodies.

Mr A has not said what he believes TMB should have done once he told it about this very difficult situation. However, I would not expect a lender to become directly involved in actively dealing with the situation, nor do I think it likely that a lender would have the ability to do so. What I would have expected TMB to do is suggest that it be reported to the appropriate bodies, which Mr A had already done, and, with Mr A's permission, to record the situation and the impact of it on him – that Mr A was a vulnerable customer because of the situation. TMB did this and Mr A's vulnerability is clearly referenced as having been taken into account throughout the reviews of his account that TMB undertook thereafter. I am satisfied that TMB did what I would have expected it to do in the situation, and I don't consider that it should have done more or that it was in a position to do so.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A to accept or reject my decision before 16 October 2025.

Derry Baxter
Ombudsman