

The complaint

Mr B says he was forced to take out a joint buy to let mortgage by a family member. He says Barclays Bank UK PLC assisted in this.

Mr B says the mortgage has impacted his life and mental health. He asks that the mortgage is cancelled or he's released from it.

What happened

Mr B took out a joint buy to let mortgage with Barclays in 2020. He says he was forced to do so by a family member. Mr B says he wasn't employed at the time, as he was still studying, and he has autism. Mr B says he has panic attacks and suicidal thoughts and can't work because of the effect on his mental health. He says he'd feel better if he didn't have this debt.

Mr B also complains that Barclays won't correspond with him by email. He says he didn't receive the outcome of his complaint.

Our investigator said we can't look into the actions of the family member or the solicitor that acted in relation to the mortgage and property purchase.

Our investigator said Barclays had no reason to suspect that Mr B didn't want to take out the mortgage. The mortgage passed affordability based on the joint party's income. The investigator said Barclays was only made aware of Mr B's diagnosis of autism and that he didn't want the mortgage after it was taken out.

Our investigator said while Barclays didn't communicate by email (which Mr B prefers to using the telephone) it did send him a code to access emails in the secure portal.

Mr B didn't agree. He said he'd never seen the mortgage application until recently and it contains incorrect information. He asked if Barclays was aware that the same solicitor advised him and the family member, which he says breaches the solicitors' regulatory guidelines. Mr B says Barclays should release him from the mortgage.

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.

The mortgage offer

Barclays received an application for a mortgage submitted on behalf of Mr B and the family member. Mr B says this was done without his knowledge or consent. Based on the available evidence, I don't think that Barclays could have known that.

Mr B says Barclays' mortgage adviser was known to his family member. If so, that doesn't mean Barclays couldn't offer Mr B and his family member a mortgage. The application was reviewed by Barclays' underwriters, to check that it met with its criteria.

Mr B says he wasn't allowed to speak to Barclays alone, without the family member being present. I wouldn't expect Barclays to ask to speak to Mr B separately. I don't think Barclays would have suspected anything unusual if one applicant mostly dealt with the application process, or if both applicants were present at meetings.

Mr B says the solicitor was known to his family member and not independent. He says the solicitor told him he had to sign the agreements. He wasn't able to speak to the solicitor alone. I can't comment on the actions of the solicitor – I'm only looking into Barclays here. It's not unusual for a solicitor to advise both joint parties to a mortgage. This wouldn't have alerted Barclays to a problem. I don't think Barclays could have known if the solicitor didn't act in accordance with their regulatory guidelines.

While Mr B says Barclays told him he had to take out the mortgage the available evidence doesn't support this.

Barclays received documents signed by Mr B to accept the mortgage. Based on the available evidence, I don't think Barclays could have known if Mr B signed the documents unwillingly.

Even if I found that Barclays ought to have suspected a problem (and I must be clear that's not the case) that doesn't necessarily mean I'd find it fair to require Barclays to cancel the mortgage or release Mr B from it.

Barclays lent the money to the joint account holders on the basis it would be repaid in accordance with the mortgage terms and conditions. The funds were used to buy a property, and the loan is secured on the property. I think it's reasonable for Barclays to expect the loan to be repaid, from the sale of the property if need be.

Barclays notes suggest the property title is in Mr B's sole name (although I haven't seen evidence this is the case). If so, it's unlikely Barclays could release Mr B from the mortgage without this affecting its security.

I'm sorry about the situation Mr B is in and the distress it is causing him. But I can only require Barclays to take steps to put things right if I find Mr B is in this position because of an error by Barclays. I don't think that's the case. Based on the available evidence, I don't think that Barclays could – or should – have known that Mr B didn't want to take out the mortgage and was being forced to do so.

Communication with Mr B about the complaint

Mr B says Barclays breached the Equality Act 2010 by saying it would only provide information by phone. He says he wasn't told the outcome of his complaint.

Only a court can determine whether Barclays breached the Equality Act 2010, by failing in its duty to make reasonable adjustments under the Equality Act 2010 when communicating with Mr B. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've decided this complaint based on what's fair and reasonable.

Mr B asked for Barclays' response to his complaint in writing. Barclays sent its final response to Mr B by post. Unfortunately, Barclays had an out-of-date address for Mr B – Mr B told us he'd moved earlier in the year. I don't think it was unfair for Barclays to send its final response by post, and this was consistent with Mr B's request for it to be in writing.

Barclays notes say that Mr B initially asked it to send an email before trying to call. Barclays did send emails to arrange calls. Mr B told Barclays he preferred email. Barclays says while

it doesn't use emails on a regular basis as they aren't secure, it agreed to do so here. It sent an email to let Mr B know he could access emails via a secure portal. Barclays sent Mr B a code to access the portal but says Mr B didn't use the code before it expired. Mr B says the emails from Barclays were all blank.

Mr B contacted this service the day after the final response was issued. We provided a copy of the final response to Mr B.

I'm sorry that Mr B didn't receive Barclays' response to his complaint sooner, especially as this matter is so distressing for him. But I don't think things would have progressed differently if he had. Mr B wasn't happy with the final response, as Barclays didn't agree to release him from the mortgage. I think he'd have still brought the complaint to us if he'd received the final response on the same day that it was issued.

I think Barclays made reasonable efforts to give Mr B the outcome of his complaint in writing, by post and via a secure portal. I don't think it's fair and reasonable to require Barclays to do anything more regarding this part of Mr B's complaint.

What happens now?

My final decision is the end of our process.

I'd encourage Mr B to take advice about the possible consequences before taking action, such as stopping mortgage payments. This could affect his credit score and ability to access credit in future. It could result in the mortgage debt increasing and the property being possessed and sold. Mr B might consider taking advice about his options regarding the mortgage.

If Mr B hasn't already done so, he might consider visiting a Barclays' branch to update his address and/or contacting Barclays to see if it can help him access the online portal or its app, so that he can access information about the mortgage. If Mr B finds this difficult, he could consider asking a trusted friend or family member to support him.

There are non-profit organisations that can offer advice and support for people dealing with debts and legal problems. Our investigator would be able to provide contact details for some of these organisations, if Mr B would find this helpful.

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 B to accept or reject my decision before 13 November 2025.

Ruth Stevenson
Ombudsman