

## **The complaint**

Mr C complains that as a result of taking mortgage advice from Stonebridge Mortgage Solutions Ltd his ex-partner (who I'll refer to as Mrs C) is named on the property title. He says he's suffered financial loss and this affected his mental health.

## **What happened**

Mr C and Mrs C took mortgage advice from Stonebridge in 2020. They wanted to raise funds for home improvements. Stonebridge recommended a remortgage.

Mr C says he told Stonebridge he didn't want the property transferred into joint names and was assured this wish would be respected. He says documents such as the TR1 (which added Mrs C to the title) weren't explained, and he signed them without understanding the consequences.

Mr C says he only discovered recently, while in the process of separating from Mrs C, that she'd been added to the property title. Mr C says he's had to take out a loan and borrow from family to make a payment to Mrs C to remove her from the property title. He's also incurred legal costs.

Mr C says he's discovered that the mortgage adviser had a personal relationship with Mrs C which he says was a conflict of interest, and which he was not aware of in 2020.

Stonebridge said the evidence suggests Mr C was aware that Mrs C would be added to the property title deeds, and the fact find and suitability letter suggest this is what he wanted. It said the mortgage adviser confirmed she had no prior relationship with Mrs C.

Our investigator said, based on the available evidence, Mr C was aware that Mrs C was added to the property title. He said there wasn't evidence of a conflict of interest, or that Stonebridge didn't act correctly.

Mr C didn't agree and asked that an ombudsman reconsider the complaint.

## **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.

Mr C says he's discovered the mortgage adviser and Mrs C were long standing family friends, lived on the same street and met socially several times before the mortgage adviser gave them mortgage advice. Mr C didn't provide evidence of this – which I appreciate might be difficult. The implication of what Mr C says is that the mortgage adviser was biased and made a recommendation intended to improve Mrs C's position to Mr C's potential detriment.

The mortgage adviser says she met Mr C and Mrs C for the first time when they took mortgage advice. Mrs C's daughter had recommended the mortgage adviser as she'd previously given her mortgage advice.

I can't fairly find, based on the available evidence, that there was an existing relationship between the mortgage adviser and Mrs C that would give rise to a conflict of interest. I don't think the recommendation was unsuitable. And I don't think the mortgage adviser misled Mr C that the mortgage would be in joint names. I've taken note of the following.

- Mr C contacted Stonebridge about remortgaging. The enquiry form completed by the mortgage adviser has a note saying "plus transfer equity". This suggests this was discussed with Mr C at the outset. The form contains information about both Mr C and Mrs C, which also suggests the intention was for Mrs C to be party to the mortgage.
- Mrs C had a separate address. It seems she wasn't at this point living with Mr C and they were not yet married. Mr C could have applied to his existing lender for additional borrowing with the mortgage remaining in his sole name. Stonebridge's mortgage record of suitability (the suitability letter) says it told him applying to his existing lender was an option, which would avoid the costs of remortgaging. I don't know if the lender would have assessed the additional borrowing as affordable for Mr C alone, or if Mr C looked into this.
- The fact find carried out in mid-July 2020 was with both Mr C and Mrs C, and they both provided information about their income and outgoings.
- There would have been no need for Mrs C to attend meetings with the mortgage adviser, or provide information about her income and outgoings, if Mr C intended to remortgage in his sole name and was able to do so. Stonebridge says both incomes were needed to meet affordability.
- The broker's fee agreement (signed in late July 2020) was with both Mr C and Mrs C. The mortgage illustration (issued in mid-August 2020) and suitability letter were addressed to both Mr C and Mrs C. The suitability letter says "*I recommend you proceed with your remortgage as the client's wished to borrow additional money and add [Mrs C] on to the mortgage.*"
- Mr C says he expressly asked that the property was not transferred into joint ownership. There's no evidence of this in Stonebridge's records. If that had been the case, I'd have expected the mortgage adviser to search for lenders that offer joint mortgages when the property isn't jointly owned. It's likely this would have restricted the choice of lenders. Stonebridge's records say it searched for the cheapest rate for Mr C and Mrs C.
- The mortgage application submitted in early September 2020 was in both Mr C and Mrs C's names. The lender said based on the information provided it might be able to lend £78,000 – the amount they wanted to borrow to carry out work on the property. The lender assessed affordability for the mortgage based on both incomes.
- The mortgage offer was issued to Mr C and Mrs C.

Given all of the above, I think Mr C knew the mortgage was in joint names. I don't know if the application would have passed affordability tests in Mr C's sole name. Given how strongly he says he felt about the matter, it would have made sense for him to borrow in his sole name if that was affordable.

If borrowing in his sole name wasn't affordable, Mr C could only take out the loan needed for the work on the property if the application was in joint names. That could explain why the application was in joint names. As I said, I think Mr C was aware that the mortgage was applied for and offered in joint names.

In the circumstances, I don't think I can fairly find that Stonebridge made an error or treated Mr C unfairly when it recommended a mortgage in joint names with Mrs C.

There's references in Stonebridge's records to a transfer of equity and Mrs C being added to the mortgage. There's no record of the mortgage adviser telling Mr C that taking out a mortgage in joint names might well result in him being asked to add Mrs C to the property title. Mr C might say this was due to bias. But there are a number of possible reasons for this. Stonebridge might have thought Mr C knew this, or that this was always his intention. It might not have realised the lender would require this. It might have explained this to Mr C but not made a note in its records. In any event, there were further steps that Mr C had to take in order for Mrs C to be added to the property title.

Stonebridge's role as mortgage adviser was to recommend a mortgage that was suitable for Mr C and Mrs C, based on what they told it about their aims and circumstances, and to manage the mortgage application on behalf of Mr C and Mrs C. Once the mortgage offer was issued, the work to complete the remortgage would have been largely undertaken by the conveyancing solicitors.

It would have been the solicitors that sent the form TR1 for Mr C and Mrs C to sign. It was by signing this form that Mr C agreed to transfer the property title into joint names. Either this was required by the lender or the solicitors asked for it in error. Mr C would have to ask the lender or the solicitors to confirm this. I don't know if Mr C thought the lender would offer the mortgage in joint names while the property title remained in his sole name. If so, this was the point at which he ought to have become aware this might not be the case.

The solicitors confirmed that Mr C and Mrs C both signed the TR1 (to add Mrs C to the property title). We haven't been provided with Mr C's correspondence with the solicitors, so I can't see whether they explained what this was for.

If the solicitors didn't explain what the TR1 was for, or if Mr C wasn't sure what the consequences would be if he signed it, he could have asked the solicitors or taken separate legal advice. I don't think Stonebridge is responsible if Mr C signed legal documents without checking he understood what they were for.

Mr C asked if Stonebridge provided any records or evidence to support its position. It has, including the documents I referred to above. Mr C and Stonebridge both provided copies of text messages Mr C exchanged with the mortgage adviser in 2025. Mr C suggests I draw inferences from the text messages. I don't think what he suggests is a fair interpretation of what was said in the messages. While it's clear Mr C was worried about having to pay a settlement to Mrs C, these messages don't change the outcome of this complaint, which is about what happened in 2020.

Mr C says he owned the property for some 10 years prior to marrying Mrs C, and had significant equity. Mr C says Mrs C was asking for a 50:50 financial settlement of the current value of the property. He's also said he had to make a payment of about £22,500 to her and incurred legal costs of about £2,000.

I'm sorry that Mr C's separation from Mrs C has been difficult. But how their assets and finances (including what share Mrs C might have in the security property) are dealt with is a matter for them to agree, or take to court if necessary. Even if I found that Stonebridge made an error in 2020 (and I don't think that's the case), that doesn't necessarily mean I'd fairly find that this was the reason Mr C paid a settlement to Mrs C when they separated.

**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 C to accept or reject my decision before 12 January 2026.

Ruth Stevenson  
**Ombudsman**