

## **The complaint**

Mr H complains that Leeds Building Society agreed to give him a mortgage that he couldn't afford.

## **What happened**

Mr H applied for a Shared Ownership mortgage with Leeds Building Society (LBS) through an independent mortgage broker, in July 2010. LBS agreed the repayment mortgage for around £43,000 over a thirty-year term.

The mortgage payment history shows that there were three unpaid direct debits between December 2011 and December 2012. After that, there were no payment issues until 2018, when Mr H experienced financial difficulties. The mortgage was redeemed in June 2021, after the property was sold.

In 2025, Mr H complained to LBS that the mortgage hadn't been affordable and had caused him financial difficulties. He wanted LBS to refund the interest payments he'd made.

LBS didn't uphold the complaint. It said the broker had been responsible for the advice and that the mortgage met its affordability criteria, based on the information provided by the broker. Mr H referred the matter to the Financial Ombudsman Service.

An Investigator here issued an assessment not upholding the complaint. Mr H asked for the matter to be escalated to an Ombudsman, and it's 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. I appreciate this is likely to be disappointing for Mr H, but I hope my explanation helps him to understand why I've reached this conclusion.

First, I would note that the complaint has likely been brought outside of the time limits that apply. However, because LBS has consented to us considering the matter, I'm able to consider the merits of the complaint.

When this mortgage was arranged, it was the broker's responsibility to ensure the mortgage was suitable for Mr H. This included making sure the mortgage was affordable.

LBS was entitled to rely on the information provided by the broker, unless there were common sense grounds to doubt it.

Having reviewed the information provided from when the mortgage was arranged, including the mortgage application form, I can't see there were any grounds for LBS to doubt the information provided. LBS was provided information about Mr H's income as well as credit and rent commitments. The proposed lending met LBS's affordability criteria. There was no

requirement at that time for LBS to test this further.

I appreciate Mr H has said the mortgage wasn't affordable and caused him financial difficulties. The payment history shows that, other than three occasions between December 2011 and December 2012 when Direct Debit payments were returned, Mr H otherwise made full repayments until 2018, when he began experiencing financial difficulties due to a change in circumstances. This suggests to me the mortgage was affordable when it was taken out.

Regardless, because I haven't found that LBS made an error when it agreed the mortgage, to the extent that Mr H did experience difficulties repaying the mortgage, I can't attribute this to LBS having done anything wrong. It follows there are no grounds upon which I should uphold this complaint.

Finally, I can see that in response to the Investigator's assessment, Mr H raised an issue to do with funds not being placed in an investment account when they should have been. This did not form part of the complaint I'm considering about the affordability of the mortgage. So, I've not considered it here and Mr H will need to engage separately with LBS about this.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 April 2026.

Ben Brewer  
**Ombudsman**