

The complaint

Mr K complains that Openwork Limited trading as Just Mortgages didn't arrange a remortgage for him which led to him being forced into a new fixed rate with his existing lender and tied to his ex-partner.

What happened

Mr K had a mortgage held in joint names with his ex-partner. It was on a fixed rate that had been arranged for him by Just Mortgages. The fixed rate was due to end in May 2024. Mr K spoke with Just mortgages in February 2024 with a view to raising further funds to buy his ex-partner out of the property and take the mortgage into his sole name.

Mr K says very little progress was made and he had to chase Just Mortgages' advisor. In mid-May 2024, Mr K says he was made aware that Just Mortgages wouldn't be able to source him a mortgage for the amount he required in his sole name based on his current income. Mr K says this meant he was forced to take a five-year fixed rate mortgage with his existing lender which remained in joint names with his ex-partner. He complained about this to Just Mortgages.

Just Mortgages didn't uphold the complaint. It said that its advisor had told Mr K in February 2024 that it wasn't able to source a new mortgage for him in his sole name based on his existing income. Just Mortgages says that as Mr K was expecting a pay rise and may be taking on a lodger, he should get in touch once this had happened and Just Mortgages could look to arrange a mortgage based on this information.

Just Mortgages said that Mr K didn't provide this information until towards the end of April, and even then, it wasn't able to source a mortgage based on the information he'd provided. Just Mortgages said it hadn't provided any advice in relation to Mr K taking a new mortgage rate with his existing lender but had simply advised Mr K to speak to his existing lender to see what it could offer.

Unhappy with this response. Mr K referred his complaint to our Service. An Investigator here looked into the complaint but didn't think it should be upheld. Mr K didn't accept this, so the complaint has been passed to me to review and make a final 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.

Mr K has responded to our Investigator in detail. I want to reassure him I've read and considered everything he's said. But I won't be responding in the same level of detail. Instead, I'll be focussing on what I consider to be the crux of the complaint. That simply reflects the informal nature of this service, and I hope Mr K realises I mean no disrespect by this.

Mr K says he was under the impression that following the meeting with Just Mortgages in

February 2024, it was arranging a new mortgage for him. Just Mortgages says it was waiting for further details of Mr K's potential pay rise and details about him getting a lodger. Of course I can't know what was said during that meeting. However, I would question why, if Mr K thought a mortgage was being arranged for him, he waited over two months before getting in touch with Just Mortgages for an update. Furthermore, I can't see that any application for a remortgage was ever completed by Mr K and submitted. Mr K had had a mortgage before, and would've been aware, broadly speaking, of the process. Based on this, I'm not persuaded that Just Mortgages did lead Mr K to believe it was arranging a mortgage for him.

An email in April 2024 from Mr K to Just Mortgages provided the information the business says it was waiting for. So, I'm satisfied Mr K was aware he needed to provide this information before anything could be finalised and a mortgage approved.

Even if Just Mortgages had told Mr K it was working on his application, I can't see that the outcome would've been different. Mr K had said in February 2024 that his salary was due to increase, and he would get a lodger. But by May 2024, neither of these things had happened. Lenders will generally require evidence of increased income prior to agreeing to lend based on the increase. And in May 2024, Mr K still wasn't able to provide this. And it was at this time that Just Mortgages confirmed it wouldn't be able to proceed with an application for him.

Mr K has said he had no option but to take a new product with his existing lender which tied him in for five years and with his ex-partner still a party to the mortgage. I can't agree this was the fault of Just Mortgages. Just Mortgages didn't provide any advice in this regard other than to see what Mr K's existing mortgage provider could offer as he was out of options at this point. And Mr K chose to proceed with the new five-year fixed rate of his own volition. I understand why he didn't want to revert to the standard variable rate, however, it was ultimately his choice to commit to his lender for a further five years.

Mr K says that Just Mortgages didn't clearly advise him whether he should remortgage or sell the property. I wouldn't expect a mortgage advisor to give advice on whether a customer should sell their property or not. That's not a mortgage advisor's area of expertise and was a decision that Mr K and his ex-partner would've needed to make.

It's likely Mr K would've known that selling a property may take some time, and if this is something he was considering, then I feel it would've been right for him to press Just Mortgages much sooner on whether he was able to remortgage or not. Whilst Just Mortgages may not have kept him as updated as he would've liked, I've seen nothing to suggest it ever led him to believe his remortgage had been agreed, or that a mortgage offer was being obtained.

Furthermore, as our Investigator said, it seems Mr K was waiting for his circumstances to change in the hope that he'd be able to obtain a mortgage in his sole name. The fact that his circumstances hadn't changed as he'd hoped isn't something that Just Mortgage is responsible for and is the ultimate reason that Just Mortgages wasn't able to obtain a mortgage for him.

Whilst I understand Mr K feels very strongly about this matter, I'm not going to ask Just Mortgages to do anything further.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 12 December 2025.

Rob Deadman
Ombudsman