

The complaint

Mr and Mrs L complain that Barclays Bank UK PLC lost or destroyed the deeds to their house. They ask for compensation.

What happened

Mr and Mrs L took out a mortgage with Barclays in 1988. They re-mortgaged within the Barclays group in 2003. They redeemed the mortgage in 2020.

In 2024 Mr and Mrs L asked Barclays for their original property title deeds. Although the property title is registered, they wanted to check if the title deeds say who is responsible for maintaining the fence between them and a neighbour's property. They say this information isn't included in the information available from the Land Registry. Mr and Mrs L say the deeds might contain other information that will be of importance in future. And the deeds have sentimental value to the family.

Barclays said it didn't have the original deeds.

Mr and Mrs L shared the costs of a new fence with their neighbour. They say this cost them about £400. They ask that Barclays compensates them for this, as well as paying £500 for the loss of the deeds, a £14 fee for a land registry search and £500 for their stress and inconvenience.

Our investigator said he thought Barclays had destroyed the title deeds as it couldn't explain what had happened to them. He said Barclays should pay the reasonable legal costs incurred by Mr and Mrs L to reconstitute the deeds and pay £200 for the upset caused.

Barclays agreed. Mr and Mrs L didn't agree. Mrs L said she'd already spent many hours dealing with the complaint and didn't want to spend more hours managing the reconstitution of the deeds. And Mrs L didn't think this would help: they don't need to establish legal title and they won't be able to recreate historical documents that have been lost.

Mrs L pointed out that the compensation they'd requested was likely to be less than the cost of reconstituting the deeds. Mrs L said if reconstituting the deeds was the only solution, Barclays should arrange this.

I sent a provisional decision to the parties explaining that I'd reached a different outcome to our investigator, as to what Barclays should do to put matters right. Barclays agreed. Mr and Mrs L didn't agree. I've referred to their comments where relevant below.

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.

We provide an informal dispute resolution service. While we take relevant law, regulation and good industry practice into account, we make decisions based on what's fair and reasonable in the individual circumstances of each complaint.

Sometimes evidence is incomplete or contradictory. When that's the case, I make my decision on the balance of probabilities – that is, what I think is most likely in the circumstances.

Mr and Mrs L are understandably frustrated that their original deeds can't be located. But having considered all of the evidence and circumstances, including Mr and Mrs L's response to my provisional decision, I can't fairly find that Barclays lost or destroyed the deeds.

Mr and Mrs L say their property wasn't registered when they first took out a mortgage with Barclays in August 1988. They say Barclays would have retained their original title documents to protect its security. Mr and Mrs L say Barclays should have returned the original deeds to them after they remortgaged in 2003, once the property title was registered.

Land registration pre-dated the Land Registration Act 2002. The UK government had power to bring in areas of compulsory registration from 1925. The city in which Mr and Mrs L's property is located was subject to compulsory registration for properties sold from April 1974 onwards. Compulsory registration was extended to most parts of the UK for a property sale from March 1988 onwards. That included the county where Mr and Mrs L's property is located.

Mr and Mrs L say they took out the mortgage with Barclays in August 1988 to buy their house. It seems the property was in an area subject to compulsory registration when they bought it. It looks like Mr and Mrs L were the first registered owners of the property. I think it's likely the property title was first registered when Mr and Mrs L bought their house in 1988.

Mrs L says the property wasn't registered in 1988, and Barclays hadn't claimed it didn't have their deeds in 1988. Mrs L referred to the results of an internet search which said Barclays stopped requiring original deeds as mortgage security when title registration at the Land Registry became fully electronic in 2003. Mrs L said Barclays did keep their deeds in 1988.

I can't make a conclusive finding as to whether the property was registered, or whether Barclays retained the deeds in 1988. But it's central to Mr and Mrs L's argument that Barclays must have kept the deeds because the property title wasn't registered. I don't think that's necessarily the case.

In October 2003 Barclays wrote to a solicitor (who I'll refer to as E) instructing it to act in relation to the remortgage of Mr and Mrs L's property. The letter said "*It is imperative that you secure priority at HM Land Registry for [Barclays]*". Although not conclusive, I think this could suggest the property title was registered by this point. It's possible the title was in the process of being registered.

The Land Registry wrote to a different firm of solicitors (not E) in January 2004. The letter said "*Your application ... has been completed. An official copy of the register is enclosed. No amendment to the title plan has been made. There are no other documents to send to you.*" The role of the second firm of solicitors is unclear. But E was acting for Barclays in relation to the mortgage. It's possible the second firm of solicitors acted for Mr and Mrs L in registering the title. If so, they'd have needed the original title documents.

Mrs L says the second firm of solicitors were not acting for them. She says they used Barclays in-house solicitors as the remortgage included "free legals". Mr and Mrs L or a mortgage adviser wrote "in-house" on the application form. However, if the property was first registered at this point, it seems unlikely the legal costs would have been included in the "free legals", or that the work would have been carried out by Barclays' in house team.

It's unfortunate that we can't now be certain about what happened. Given the property was in an area of compulsory registration, it seems likely the title was first registered when Mr and Mrs L bought the property. Mrs L says that's not the case. If so, and the property title was first registered in late 2003, the solicitors arranging the registration would have needed the original deeds – which would mean they weren't with Barclays at the end of 2003.

What we do know is that by January 2024 the property title was registered. And so Barclays would not have needed to keep the deeds to protect its security. Mr and Mrs L say Barclays should have returned the deeds to them at this point – which I agree with, provided of course that it had the deeds.

E wrote to Mr and Mrs L in January 2024 saying that once the mortgage was registered with the Land Registry *"the required Title Deeds will be scheduled and forwarded to [Barclays] for safe keeping as per their instructions"*.

E wrote to Barclays in February 2004. The letter says *"We refer to the completion of your remortgage ...and enclose the deeds and documents that you require in accordance with the enclosed schedule"*. Barclays provided a copy of the schedule, which says the solicitors returned a title information document (issued by the Land Registry) and a consent letter. There was no mention of the original title deeds. The available evidence doesn't suggest the original title deeds were sent to Barclays after the re-mortgage.

Mrs L interprets E's letter as saying it returned the documents listed on the schedule as well as the deeds (i.e. the deeds did not need to be listed on the schedule). I think that's unlikely. The schedule is headed "schedule of deeds" so I think any deeds would have been included. I think E would have wanted a clear record of what it sent to Barclays.

Mr and Mrs L contacted Barclays in August 2005 to ask for a letter confirming it held the deeds. Barclays wrote to Mr and Mrs L in August 2005 to confirm it held dematerialised deeds. If this wasn't what Mr and Mrs L expected, they could have raised this at the time – although I appreciate they might not have understood the implications of the deeds being dematerialised. The letter suggests Barclays didn't have the original deeds at that time and there's nothing in its notes to suggest that it considered this to be due to an error.

In 2008 Mr and Mrs L asked for a copy of the deeds and Barclays said it would provide this for a fee (it seems Mr and Mrs L didn't go ahead with this).

None of the above means that I can be certain that Barclays didn't have the original title deeds in 1988 or after the remortgage in 2003. But at the moment I have no evidence that it did, and on balance I think the evidence suggests that it didn't. In the circumstances, I can't fairly find that Barclays lost or destroyed Mr and Mrs L's original title deeds on the basis it must have had them and can't now explain where they are.

I'd add here that even if Barclays had lost the deeds (and I haven't said that it did), this wouldn't necessarily mean I'd find it fair to require Barclays to pay compensation to Mr and Mrs L in the amounts they requested.

It's not clear that the loss of the deeds caused Mr and Mrs L any loss regarding the cost of the new fence. The original deeds might not say who is responsible for the fence that had to be replaced. Or the deeds might say that this is Mr and Mrs L's responsibility. Mrs L says the fence was previously replaced by a neighbour in a way that suggests the neighbour has responsibility. I don't think that's sufficient evidence for me fairly to require Barclays to compensate Mr and Mrs L for the cost of the new fence.

I can't fairly require Barclays to pay compensation on the basis the original deeds might

contain information that might be of importance in future. Mrs L said she doesn't think reconstituting the deeds would assist them, as they still wouldn't know what information the deeds contained. I think that's likely correct.

Barclays wrote to Mr and Mrs L in 2021 asking them to complete a form for the return of the deeds. Mr and Mrs L say they didn't respond as they thought it best to leave the deeds with Barclays for safekeeping. Mr and Mrs L had repaid the mortgage. The property title was registered, so they didn't need to keep the deeds safe to prove ownership. Not to respond to the letter seems inconsistent with the deeds being of significant sentimental value and interest to the family.

I think Barclays' response to Mr and Mrs L's questions about what happened to the title deeds was unclear and confusing. Barclays said the property title was dematerialised as a result of the law changing in 2002. It didn't check if that was what happened here. It said its records showed the deeds were returned to Mr and Mrs L's solicitor when they redeemed the mortgage. That wasn't correct.

Putting things right

Mr and Mrs L are upset that they can't locate the original deeds for their property. But I don't think, based on the available evidence, I can fairly find that Barclays is responsible for the deeds being lost. Nor can I fairly find that the loss of the deeds caused Mr and Mrs L any loss. So I can't fairly require Barclays to pay compensation for this. But I do think the incorrect and unclear information Barclays gave to Mr and Mrs L caused them unnecessary additional upset. I think it's fair and reasonable to require Barclays to pay £200 for this.

My final decision

My decision is that Barclays Bank UK PLC should pay £200 to Mr and Mrs L.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 9 December 2025.

Ruth Stevenson
Ombudsman