

## **The complaint**

Mr D has complained about a buy to let (“BTL”) mortgage he held with Rooftop Mortgages Limited.

## **What happened**

Mr D had a BTL property mortgaged with Rooftop. Due to arrears on the account Rooftop appointed Law of Property Act Receivers (“the Receivers”) to manage the property.

The Receivers reviewed the property and decided it wasn’t viable to continue as a BTL, so it decided to sell the property. I understand the property was sold in late 2024.

Mr D has raised a few different complaints, but this one I’m considering is the one Mr D raised by email on 26 March 2025 which he set out under six headings:

- Failure to Provide Information on Disposal of Property
- Ongoing Inaction Regarding Remaining Property
- Breach of Consumer Duty Regulations and MCOB 13.3
- The Financial and Personal Impact of the Receivers' Inaction
- Relevant Case Law
- Conclusion and Resolution

Under the sixth heading, ‘Conclusion and Resolution’ Mr D said:

“I am seeking the following actions from Rooftop Mortgages to resolve this matter:

1. Full and transparent information on the sale process for the two properties that have already been disposed of, including sale prices, parties to the transactions, and how proceeds were allocated.
2. An immediate update on the current status of the remaining property under receivership, including a detailed plan for their disposal or management, and a clear timeline for their sale.
3. A full explanation for the delay in the receivers’ actions and why I have been unfairly held liable for council tax and other charges while the receivers have been in possession.
4. An assurance that you will adhere to your obligations under the Consumer Duty Regulations and MCOB 13.3, ensuring fair treatment and transparent communication.”

The mention of properties (plural) in the above email is due to the fact Mr D also held some other BTL properties with a joint party, however this decision just relates to the property (and mortgage) held in his sole name.

Initially Rooftop said it wouldn't log a complaint as the matters raised would be for the attention of the Receivers, and it provided their contact details. Mr D then referred the complaint to our service, at which point Rooftop sent a complaint response on 13 May 2025. In that it said it was enclosing a completion statement for this property. It said that if Mr D required any further information then he needed to contact the Receivers. It also said it couldn't answer Mr D's point about "the Receivers' Inaction" as it didn't hold that information, so Mr D would need to ask the Receivers for a response.

Our Investigator didn't think the complaint should be upheld. She said although the Receivers were appointed by Rooftop they were acting as Mr D's agents, so their acts or omissions didn't fall within the liability of Rooftop. She said Mr D would need to raise his concerns directly with the Receivers.

Mr D didn't agree and so the complaint has been referred to me to decide.

### **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.

Although I've read and considered the whole file I'll keep my comments to what I think is relevant. If I don't comment on any specific point it's not because I've not considered it but because I don't think I need to comment on it in order to reach the right outcome.

It's not our role to say whether a business has acted unlawfully or not – that is a matter for the Courts. Our role is to decide what's fair and reasonable in all the circumstances of a case. In order to decide that, we need to take a number of things into account, including the relevant laws and what we consider to be good industry practice at the time.

Mr D's mortgage was an unregulated BTL mortgage. That means the rules and guidance set out by the Financial Conduct Authority in MCOB, and the provisions set out in the Consumer Duty, don't apply as those only apply to regulated mortgage contracts. For that reason, I won't be making any comment on the points relating to MCOB and the Consumer Duty that Mr D raised as they aren't relevant considerations here.

I will also not be commenting on any points that were dealt with under earlier complaints, such as whether Rooftop had the right to appoint the Receivers, or those that are being dealt with as a separate complaint here, such as the cross-collateralisation issue.

I acknowledge Mr D's strength of feeling about what happened. Whilst I understand he will be disappointed, I don't uphold the complaint. I'll explain why.

The terms and conditions of Mr D's BTL mortgage were set out by the original lender and those say "the receiver may be our employee or officer or any other person at our discretion, but shall be your agent, not our agent."

That is also set out in the Law of Property Act 1925 Section 109 (2) which explains a receiver appointed under the Act shall be deemed to be the agent of the borrower, and that the borrower is responsible for the receiver's acts.

Therefore, while Rooftop appointed the Receivers, once appointed the Receivers acted on behalf of Mr D. The Receivers managed the sale of the property and are the party Mr D need to ask for the information he is wanting. This has been explained to Mr D by both Rooftop and our Service.

We can't look into the actions of the Receivers, and it isn't the responsibility of Rooftop to act as a go between to get the information Mr D wants, when the correct party for him to ask is the Receivers that are acting as Mr D's agent. So while Mr D is unhappy with the way the sale was managed and the information that has been provided to him once the property sold, this isn't something I can look into in a complaint against Rooftop. Mr D will need to raise those queries and complaints with the Receivers.

Mr D says that the relationship between him and Rooftop became unfair. I've considered everything he's said, but I haven't found that Rooftop has acted unfairly, or that anything it did or didn't do in relation to the matters I am considering as part of this complaint has created and perpetuated an unfair relationship with Mr D.

Bearing everything in mind, whilst I understand Mr D will be disappointed, I don't uphold this complaint against Rooftop.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 5 January 2026.

Julia Meadows  
**Ombudsman**