

The complaint

Mr D complains about the administration of his mortgage by The Mortgage Works (UK) Plc, including that it didn't provide his mortgage documents and destroyed his belongings after his property was taken into possession.

What happened

Mr D took out a mortgage in 2006. The mortgage was transferred to another lender and is administered by TMW. In September 2022 the property was taken into possession and Mr D was evicted. The property has been sold.

Mr D says he was misled into taking out a buy to let mortgage, while wanting and believing he had a residential mortgage. He said the mortgage was transferred to another lender or lenders without his consent. He says he asked TMW for the original mortgage documents which it didn't provide.

Mr D says TMW destroyed his belongings after taking possession of the property. He's unhappy about the possession process and said TMW continued to apply charges after taking the property into possession.

TMW says Mr D's belongings were put in storage for him to collect. It says Mr D didn't attend an appointment to collect the belongings, and as it didn't hear from him it authorised the disposal of the belongings in March 2023. TMW offered £150 for not providing a copy of the mortgage terms and conditions when Mr D first asked, and for not filing his complaint on time. TMW said it couldn't send the terms and conditions (or its final response) to Mr D as it didn't have an address or email address for him.

Mr D previously brought complaints to this service, including about the possession proceedings, that the pre-action protocol wasn't followed and the court didn't give him leave to re-enter the property. Our investigator said we can't revisit these issues.

Our investigator also said we can't look into Mr D's complaint that he was misled into taking out a buy to let mortgage, or that he hadn't received the net proceeds from the sale of the property as he hadn't raised these issues with TMW.

Our investigator said TMW was entitled to apply interest and charges until the mortgage was repaid. He said it hadn't been unfair when it disposed of Mr D's belongings. Our investigator said £150 was fair for the upset caused by TMW failing to ask Mr D for an email address to send the mortgage terms and conditions.

Mr D didn't agree and asked that an ombudsman reconsider the matter.

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 D raised a number of issues, which I'll deal with separately.

Provision of the mortgage contract: I don't agree that TMW refused to provide the mortgage contract to Mr D. I think it was unable to send it to him as it didn't have a postal address or verified email address for Mr D.

TMW said it should have verified Mr D's email address and ensured the document was sent to him. TMW offered £150 for the inconvenience this (and failing to record his complaint on time) caused to Mr D, which I think is fair.

TMW provided a copy of the mortgage offer and the terms and conditions. I don't need TMW to provide the original signed mortgage contract and deed in order to reach a fair decision regarding this complaint. I'm satisfied with the copies provided.

I note that TMW previously sent copies of the mortgage offer, mortgage terms and conditions and letters regarding the change of lender to Mr D in response to a complaint in 2019.

Change of lender: The mortgage terms and conditions say the lender can transfer the mortgage without giving Mr D prior notice. There's no requirement for Mr D to consent to this or for copies of the transfer agreements to be provided to him.

The mortgage was transferred to a lender in the same business group as TMW. TMW provided a copy of the letter sent to Mr D when this happened. It provided a copy of the letter sent to Mr D when TMW was appointed as the administrator of the mortgage. These letters were sent to the property address before Mr D was evicted.

The mortgage terms and conditions say notices will be sent to the security property (unless Mr D provides another address) and will be deemed to have been received by him. This applies to all of the letters and notices sent to Mr D. I don't think it's fair and reasonable to require TMW to provide proof of delivery of any letters and notices.

Disposal of Mr D's possessions: I think, after taking possession, it was reasonable for TMW to appoint an agent to prepare the property for sale. That includes clearing belongings from the property. TMW says Mr D didn't attend the appointment to collect the belongings from storage and it didn't hear from him. I can't fairly find that TMW should have stored the belongings indefinitely – and the cost would have been added to the mortgage account. I don't think it was unfair or unreasonable for TMW to authorise the disposal of the belongings.

Interest and charges after taking possession: TMW is entitled to apply interest, charges and costs until the mortgage is repaid, and I don't think it was unfair or unreasonable to do so.

Mr D says he hasn't received a completion statement or evidence of the costs applied to the mortgage. If, once he receives this, Mr D has concerns about a specific cost he should raise this with TMW. I should be clear that my finding here is that it's fair in general for TMW to apply interest and costs to the mortgage – I haven't looked into any specific item.

Possession proceedings: Mr D previously brought a complaint about this to our service. I won't be looking into this again.

Complaints that we can't look into because they weren't raised with TMW:

Mr D says the property was sold for less than its value. He says no completion statement has been provided, he doesn't know who holds the sale proceeds and the surplus funds haven't been returned to him.

Mr D says he was misled into taking out a buy to let mortgage when he wanted a residential mortgage.

TMW set out the history of the interest rates applied to the account in one of its final responses. Mr D says all account records (statements, ledgers, payment history and interest rate history) are required to confirm TMW's records and the mortgage balance are accurate.

Mr D didn't raise these issues with TMW, so I can't consider them here.

Putting things right

TMW offered £150 compensation for not providing a copy of the mortgage terms and conditions when Mr D first asked, and for not filing his complaint on time. I think that's fair and reasonable in the circumstances.

My final decision

My decision is that The Mortgage Works (UK) Plc should pay £150 to Mr D, unless it has already done so. Mr D will need to provide the details necessary for it to make the payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 17 December 2025.

Ruth Stevenson
Ombudsman