

The complaint

Mr D complains that Topaz Finance Limited trading as Jasper Mortgages delayed appointing a Law of Property Act receiver to manage his buy-to-let property. As a result, he says that he's incurred additional costs and worsened arrears.

What happened

In 2007 Mr D took a buy-to-let mortgage with a previous lender. He borrowed £104,850 to be repaid on interest only terms over 20 years. In 2025 the mortgage account was transferred from the original lender to Jasper Mortgages as the new legal title holder and servicer of the loan. For ease I'll refer to Jasper as the respondent business.

In August 2015 an order was given by the court imposing a restriction on the title that impacted Mr D's ability to deal with the property including disposing of it for a period. During this time Mr D's property was tenanted and it appears he was receiving around £800 a month rental income. Mr D told Jasper that the rent was being collected by a local agent and being sent to the courts.

Over the years Mr D's mortgage has been in and out of arrears. Since January 2023 Mr D's had a payment shortfall balance and he's been in breach of his mortgage since. From April 2023 he was making nominal payments of £1 a week towards the mortgage and then from April 2024 onwards all payments stopped.

On 22 April 2024 Jasper sent Mr D a letter before action. The letter provided notice of Jasper's intention to appoint receivers to manage the property and/or facilitate a sale.

In early May 2024 Mr D called Jasper to say that he was trying to sell the property and he had an offer in place for £128,000. Mr D said that the sale was due to complete by no later than 15 July 2024. It's unclear whether the restrictions in place had been lifted by this time.

On 25 June 2024 Mr D told Jasper that the sale had fallen through. Mr D said he'd continue to market the property. Jasper said it would appoint receivers to manage the property in the meantime.

On 27 September 2024 Jasper tried to call Mr D for an update on his circumstances before starting legal action. Jasper left a voicemail asking if anything had changed since the last time they spoke.

On 1 October 2024 Jasper called Mr D again to ask for his current address details. Again, it was unable to get through so it left a voicemail. Jasper followed up with an email, but it had no contact from Mr D.

In March 2025 Jasper appointed receivers to manage the property and/or facilitate a sale. Mr D subsequently complained to Jasper about it not taking action sooner.

Jasper upheld the complaint. It said that before receivers could be appointed it needed more information from Mr D. Jasper accepts it caused a delay as it didn't attempt contact with

Mr D until 27 September 2024 – it offered to pay Mr D £75 as a gesture of goodwill for the poor customer experience. However, Jasper said that following its call and email attempts to reach Mr D it had no response which led to further delays that it cannot be held responsible for.

Jasper said that due to the existence of the court order, the appointment of receivers took longer than expected. However, the mortgage and the maintenance of the contractual monthly payments remain Mr D's obligation until such time as the mortgage has been redeemed. This is regardless of whether a receiver has been put in place or not.

Mr D disagreed. He said:

- He does not accept £75 compensation for what has been a delay exceeding nine months. The compensation does not remotely reflect the length and severity of the delay, stress, disruption caused, financial damage and medical impact.
- The court order cannot be used as a blanket excuse for inaction. The nature of the court order relevant in this case does not prevent all action by lenders or receivers; it merely requires compliance with court supervision.
- Mr D has been barred from disposing of or managing the property due to the court order and Jasper's failure to appoint receivers in a timely way has left him in limbo with costs increasing. Mr D says this is in breach of Financial Conduct Authority (FCA) rules.

Jasper answered Mr D's comments in a follow up letter, but its outcome remained the same.

Unhappy with this Mr D came to our Service. An investigator looked into things and thought Jasper had done enough to fairly settle this complaint.

Mr D didn't agree and asked for his case to be decided by an ombudsman. He said he disagrees with the investigator's finding that the delay in appointing receivers didn't cause him financial loss or further arrears. During the 11 months delay he was restricted from managing the property directly and arrears and charges increased as a direct result of Jasper's inaction.

Because an agreement hasn't been reached the case has been passed 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.

Having done so, I don't uphold this complaint, I'll explain why.

A Law of Property Act Receiver is an agent that is sometimes put in place by the lender to act on behalf of the customer when they are in financial difficulties. They're appointed to manage the property, which includes maintenance of the property, collecting rent from the tenants and assessing the overall circumstances of the mortgage and the property. Receivers can exercise any powers the borrower themselves could exercise, such as granting and ending tenancies, commissioning repairs, paying the mortgage and selling the property.

If receivers are involved, the customer will be in arrears with their mortgage payments so the receivers will aim to get the mortgage back on track – or bring it to an end.

Following Jasper's letter before action, Mr D said that he had a sale in process. I don't think given Mr D's personal circumstances it was unreasonable for Jasper to allow longer than usual for the sale to go through before taking legal action.

When Mr D told Jasper on 25 June 2024 that his sale had fallen through, Jasper said that it would appoint receivers to manage the property and collect the rent on Mr D's behalf whilst Mr D continued to market the property. Mr D's property was tenanted, and he was receiving a rental income of around £800 per month – more than enough to cover the mortgage payments. At this stage the role of the receivers would be to collect the rent and pay it to the mortgage account with the aim of helping to obtain the best price during the private sale. But I appreciate the court order in place may have impacted this usual course of events.

Jasper accepts that it caused some delay from June to September 2024 during which time no active progress was made – it has offered compensation for this. However, it doesn't think its responsible for the delays thereafter.

Jasper has explained that because of the court order it had to make legal enquiries before appointing receivers which I don't consider to be unreasonable. Jasper has provided evidence to our Service to show the actions it took from September 2024 onwards to contact Mr D and make necessary enquiries with relevant third parties. Our rules allow me to accept information in confidence, so that only a description of it is disclosed, where I consider it appropriate to do so. In this case, I do consider it appropriate to accept the information and evidence provided in confidence, subject to the summary of it I have set out in this decision.

So, when considering everything, aside from the delay already accepted by Jasper, I don't think it has acted unfairly. I can see it took proactive steps to move forward with the appointment of receivers and the delay from September 2024 was caused for reasons outside of its control.

Jasper has accepted that it caused a delay by not taking action on Mr D's account for two months between July and September 2024. It has offered £75 compensation for the delay. Mr D thinks he should be paid more. When thinking about a fair compensation award I must consider the impact, if any, that Mr D has suffered. It's also important to explain that, as a service, our awards are designed to compensate consumers – not punish organisations.

Having looked at all the evidence in this case, some of which I've explained I've accepted in confidence, I'm not persuaded that faster action by Jasper between July and September 2024 would have meant receivers would be appointed any sooner. I think the appointment would have still been delayed by factors outside of Jasper's control, so I can't reasonably say that it is responsible for the losses described by Mr D. It's for these reasons that I think Jasper's compensation award is fair and why I won't be asking it to increase its award.

I've considered the caselaw cited by Mr D, but I don't think the outcome of those cases influences the outcome I've reached in this case for any reason.

My final decision

Topaz Finance Limited trading as Jasper Mortgages has already made an offer to pay £75 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Topaz Finance Limited trading as Jasper Mortgages should pay £75.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 30 December 2025.

Arazu Eid

Ombudsman