

## The complaint

Mr A and Ms R complain that Simply Lending Solutions Limited is unfairly asking them to pay its brokers fee, which they can't afford. Mr A has dealt with the complaint. He asks that Simply Lending writes off the fee.

## What happened

Mr A contacted Simply Lending in March 2025 for mortgage advice. Mr A and Ms R wanted to remortgage and take out additional lending to repay unsecured debts and for home improvements.

A mortgage offer was issued in May 2025. Mr A and Ms R decided not to go ahead with the remortgage. Mr A says it's unfair for Simply Lending to ask them to pay its brokers fee. Mr A says he'd made Simply Lending aware before the offer was issued that he couldn't afford to pay anything if the mortgage didn't go ahead. Mr A says he didn't authorise Simply Lending to go ahead with the mortgage. He says Simply Lending knew he was financially vulnerable and should have considered whether it was right to go ahead. He says the outcome is that he's worse off, with a fee that he can't pay.

Our investigator said Simply Lending had set out its fee clearly, and Mr A and Ms R had authorised it to go ahead with the mortgage application. She said it was Mr A and Ms R's decision not to go ahead after receiving the mortgage offer. Our investigator said Simply Lending hadn't made an error and she couldn't fairly require it to waive its fee.

Mr A didn't agree and asked that an ombudsman re-consider the complaint.

## 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.

*Did Simply Lending explain its fee clearly to Mr A and Ms R and check that they agreed to go ahead with the mortgage application?*

Simply Lending says it explained its brokers fee during its initial meeting with Mr A in March 2025, and sent him documents setting out the fee the same day. It sent him further emails in mid-March 2025 with provisional lending figures, which also set out its brokers fee and said it would become payable on receipt of a mortgage offer. It provided evidence to support this.

Mr A and Ms R signed Simply Lending's declaration and consent document in March 2025. This set out the amount of the fee (£1995) and the terms on which Simply Lending provided its services, including:

*We / I understand that the broker fee (amount as above) becomes due on receipt of a mortgage offer, however; this payment has been deferred until completion. This means that the broker fee is payable if a mortgage offer has been issued, even if completion doesn't take place for any reason."*

Simply Lending submitted an application on behalf of Mr A and Ms R in late March 2025. Mr A expressed frustration about how long the application was taking. In an email sent on 20 May 2025 Mr A said he was going to look into other options and if he finds a better solution he'll take it, *"But if [the lender] come back to me asap with something solid and a date we'll go ahead with them."* Simply Lending said it would try to escalate matters with the lender.

Simply Lending and Mr A exchanged several emails on 21 May 2025. Mr A says its clear from these emails that he didn't agree to go ahead with the mortgage. Given the importance Mr A gives the wording of the emails, I've set out the relevant parts below.

Simply Lending: *"[Lender] have said the formal mortgage offer will be produced within 24 to 28 hours. Please let me know if you are happy to proceed?"*

Mr A: *"Yes happy to proceed, what's the next stages then if I agree the the [sic] offer, how long we looking at to complete?"*

Simply Lending:

*"The next step is to get the mortgage offer, attached is the ESIS to remind you of the figures, please let me know if you are happy to proceed as once the mortgage offer is produced our broker fee is payable (although I have deferred to completion – so if you decide to withdraw after that stage, our fee will remain payable)."*

*Once the mortgage offer is obtained, you work with your solicitor to completion which is the day you receive the funds. I just want to double check that you still plan on using [law firm]?"*

Mr A:

*Thanks for the email, I've read over everything and it seems pretty standard. I would just like to point out to yourself if this mortgage doesn't go through for any reason I'm afraid there will be no money to pay anyone and I would either have to enter a payment plan or bankruptcy as a last resort, so I would like you to consider this knowing the facts. As I've said multiple times this mortgage is to try and help sort my financial situation out.*

*Another question would be to what extent and how detailed there [sic] search would be at my credit file once the process is almost complete, as I understand it could take 8 weeks from now, and 8 weeks from now my credit situation could be worse on file. So I suppose how likely would they be to deny it at the last post.*

*Food for thought for you.*

Mr A says his response (*"Yes happy to proceed, what's the next stages then if I agree the the [sic] offer, how long we looking at to complete?"*) was carefully worded and his use of the word "if" should have prompted Simply Lending to clarify this with him before moving ahead. I can't fairly agree with that. I think it was reasonable for Simply Lending to assume that the second part of this sentence was a question as to what would happen after the offer was issued. I think it would have been reasonable for Simply Lending to take this exchange to mean Mr A was keen for the mortgage to complete. I think it was reasonable for Simply Lending to treat Mr A's emails as authorisation to proceed with the application.

If Mr A didn't want to go ahead – or wasn't sure whether to proceed – I think he'd have said so, instead of saying *"yes happy to proceed"*. So even if Simply Lending had asked Mr A to clarify what he'd said (and I don't think it needed to do so), I think the outcome would have

been the same.

The lender issued the mortgage offer the next day, 22 May 2025. Mr A says he didn't expect the mortgage offer to be issued so quickly. I think Simply Lending's email saying "[Lender] have said the formal mortgage offer will be produced within 24 to 28 hours" made him aware of this. But in any case, I don't think the time taken by the lender to issue a mortgage offer changes whether it was reasonable for Simply Lending to treat Mr A's email as authorising it to go ahead. And the emails Mr A sent after the offer was issued (including the email on 24 May 2025 when he told Simply Lending he'd fallen behind with some payments) don't change my view about this.

It also doesn't change matters that Simply Lending answered Mr A's questions about the process to completion and how the lender would view new adverse data on his credit report.

Simply Lending said they needed to maintain their credit profile and not miss payments or take out further credit. It said missed payments shouldn't be a problem (as the debts were to be repaid), and the lender would complete provided there were no new defaults or county court judgements. I think it was fair for Simply Lending to provide this information. I don't think it needed to provide a written statement from the lender. I'd add that Simply Lending told Mr A and Ms R at the outset to maintain their credit profile. The declaration and consent document Mr A and Ms R signed in March 2025 said they must maintain payments for existing credit and not take out further credit between the application and completion.

On 2 June 2025 Mr A and Ms R told Simply Lending they were declining the mortgage offer. Mr A said there had been a substantial worsening of his credit score, increasing the risk of adverse changes during the final credit check. I can't see that this was because of any error by Simply Lending.

Mr A says Simply Lending should have reminded him about its brokers fees before cancelling the application. It's not clear if Simply Lending did cancel the application. But given that Mr A had been reminded about its brokers fee shortly before this, I don't think it needed to remind him again.

I think Simply Lending gave Mr A and Ms R clear information about its brokers fee and when it would become payable. I think it was reasonable for Simply Lending to treat Mr A's emails as authorising it to go ahead with the mortgage.

*Is it fair for Simply Lending to ask for its brokers fee to be paid?*

Mr A sought mortgage advice because of his difficult financial situation. Mr A says he contacted Simply Lending as a last resort to stabilise his financial situation. Mr A had more than 20 defaults and county court judgements recorded, and was struggling to meet his credit commitments. Mr A told Simply Lending his financial problems started when he was unable to work due to caring responsibilities, he then had a period of temporary jobs but was now back in work.

Mr A says he made it clear he had no money unless the mortgage completed. As the mortgage didn't complete, Mr A says he's been left without a solution and financially worse off. He says he was always transparent that he couldn't afford to pay the fee.

Simply Lending was aware of Mr A's difficult financial situation. That doesn't mean it had to provide advice and manage Mr A and Ms R's application for free. It agreed to defer payment of its fee until completion – but made it clear the fee was payable once the mortgage offer was issued, even if the mortgage didn't complete.

Simply Lending undertook the work required to recommend a mortgage and submit and manage an application on behalf of Mr A and Ms R. It secured a mortgage offer for them. It says this would have cleared their debts and reduced their monthly outgoings. While the mortgage didn't complete, I don't think that was due to an error by Simply Lending.

I don't think that Simply Lending made an error or treated Mr A and Ms R unfairly. I don't think it's fair and reasonable to require it to waive its brokers fee.

Mr A says he's not in a position to pay the fee until late 2026, when he hopes to access equity in the property. He should contact Simply Lending to discuss how the fee can be paid, and whether it will agree a payment plan or to defer payment to late 2026.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Ms R to accept or reject my decision before 10 March 2026.

Ruth Stevenson  
**Ombudsman**