

The complaint

Mr F complains that TSB Bank plc hasn't offered him enough support with his mortgage and has instead begun legal action to take possession of his property.

A relative, Miss F, brings the complaint on Mr F's behalf.

What happened

Mr F took out a mortgage with TSB in 2021. He borrowed just over £285,000 on a capital and interest repayment basis.

Mr F is a victim of crime and domestic and financial abuse, which has affected his health. In 2022 he had to stop working due to ill health and lost his income. In 2023 TSB agreed a three-month mortgage payment holiday, but the mortgage then went into arrears. The arrears have continued since July 2023.

In 2024 TSB said it would begin legal action if no arrangement for repayment could be agreed, because the mortgage arrears were increasing. Miss F subsequently made a complaint on Mr F's behalf. She asked TSB to stop legal action and said the mortgage would be repaid in due course. She expected to receive a large award from a court case which she would pay to Mr F's mortgage and Mr F had applied for Support for Mortgage Interest (SMI). She said that Mr F is very vulnerable and TSB was discriminating against him.

TSB said it had done nothing wrong and it didn't think there was any further support it could provide if Mr F's circumstances weren't likely to change, because he couldn't afford the mortgage payments and the arrears were increasing.

The complaint was referred to us. Our Investigator didn't recommend that it should be upheld. Mr F was very disappointed with that outcome and, through Miss F, asked for it to be reviewed. The complaint has therefore been referred to me to make a decision.

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.

I'm sorry to read about what both Mr F and Miss F have been through – they've had a very difficult time and I hope things improve for them. In deciding this complaint I've kept in mind everything Miss F has said and provided about Mr F's health and situation. Having done so however, I have to tell them that I'm not upholding this complaint.

Mr F hasn't been able to afford his mortgage payments since 2023 and as a result the balance of his mortgage has increased. By June 2025 it had increased to around £320,000 – significantly more than Mr F originally borrowed – and the arrears came to more than £40,000. By that time TSB had already decided to instruct solicitors to begin possession proceedings. It knew Mr F's situation and that he's vulnerable; its records satisfy me that it

took that into account in making its decision in 2024 to start legal action and in how it treated him up to and after that point.

TSB has reviewed Mr F's financial situation and asked Miss F about his plans and circumstances to see what it could do to support him. It explained the steps it would take to recover the mortgage debt unless an affordable and sustainable plan for repayment could be agreed, it directed Mr F and Miss F to where they can get free independent advice and support, and it provided details of its assisted voluntary sale scheme. It also explained what it needed in order to complete its part of Mr F's SMI application.

Miss F has complained about TSB's handling of the SMI application, so I've looked carefully at TSB's records about this alongside what she has said. SMI is a benefit that contributes to mortgage interest, and so before submission Mr F was required to send the application to TSB for it to certify details of the mortgage. TSB's records say that it only received part of the forms initially and it wrote to Miss F saying that it needed the whole form, with the first part completed by her and/or Mr F. Those records also say that it sent the completed form to the Department for Work and Pensions by recorded delivery twice. I don't think I can reasonably conclude that it lost the forms or that it caused delay, and in any event I understand that Mr F's application has been successful and his claim backdated – so Mr F hasn't lost out because his application took longer than he expected.

Unfortunately between July 2023 and June 2025 the arrears on the mortgage worsened, and I don't think TSB treated Mr F unfairly in deciding to begin legal action. The backdated SMI payment wasn't enough to clear the arrears, and while Miss F had told TSB that lump sum payments would be made to the mortgage as soon as they were received, she couldn't be certain about how much they would be or when that would happen. Given this uncertainty and the increasing mortgage arrears I think it was reasonable for TSB to decide that it couldn't accept this proposal as an affordable and sustainable plan for repayment. Miss F has said that a further payment holiday would help. While I can see that this might buy Mr F more time, it would also cost him more in the long run, and I don't think I can fairly conclude that TSB should have agreed to this. It wouldn't be in either Mr F's or TSB's interests to allow the situation to continue, with the arrears and the mortgage balance increasing. Any equity in the property reduces every month this carries on.

I think TSB was clear with Mr F and Miss F about what steps it was taking to recover the debt. Miss F asked TSB only to write to her and not to Mr F, because receiving letters about the mortgage debt was worsening his symptoms. Miss F says that TSB failed to do that, so it has discriminated against Mr F and has failed to make reasonable adjustments for his disability as required under the Equality Act 2010.

The Equality Act is designed to prevent discrimination against people with a 'protected characteristic' and requires businesses to make reasonable adjustments to remove barriers to using their services. Protected characteristics include certain disabilities, physical or mental impairments which have a substantial and long term adverse effect on a person's ability to carry out normal day to day activities.

I think it's likely a court would find Mr F has a disability within the meaning of the Act. But it's not for the Financial Ombudsman Service to make a decision about whether there has been a breach of the Equality Act. That's a matter for the courts. While I'm required to take into account relevant law, amongst other things, in making my decisions, ultimately I must decide what I think is a fair and reasonable outcome to this complaint in all the circumstances. In doing so in this case I've taken into account TSB's obligation to make reasonable adjustments.

TSB has written to Miss F since it received Mr F's authority to do so in 2024. It has also agreed only to communicate in writing and not by phone, and it cancelled a planned field agent's visit to Mr F's home. So I think it has made some adjustments in the light of Mr F's circumstances. It has however also sent some letters to Mr F. Mr F is the mortgage holder, so it's important that he is notified of certain things such as court dates, and I don't consider TSB was wrong to send some letters to his address.

I recognise that Mr F is in a very difficult situation and this isn't the outcome he hoped for, but for the reasons I've explained I can't fairly conclude that TSB should have acted differently or that it should now suspend further action to recover the mortgage debt. I encourage Miss F on Mr F's behalf to keep TSB up to date with Mr F's situation and any plans for repayment. Repossession should be a last resort but TSB may ultimately decide to apply to court to take that step if no agreement can be found.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 18 February 2026.

Janet Millington
Ombudsman