

## **The complaint**

Mr R's complaint is about a mortgage he holds with Santander UK Plc. Santander enforced a possession order in September 2025. The essence of the complaint is that Mr R believes he was told that if he cleared his arrears in full, Santander would return the property to him and allow him to resume making payments to the mortgage.

## **What happened**

In what follows, I have set out events in rather less detail than they have been presented. No discourtesy's intended by that. It's a reflection of the informal service we provide, and if I don't mention something, it won't be because I've ignored it. It'll be because I didn't think it was material to the outcome of the complaint. This approach is consistent with what our enabling legislation requires of me.

It allows me to focus on the issues on which I consider a fair outcome will turn, and not be side-tracked by matters which, although presented as material, are, in my opinion peripheral or, in some instances, have little or no impact on the broader outcome.

Our decisions are published and it's important that I don't include any information that might result in Miss H being identified. Instead I'll give a brief summary in my own words and then focus on giving the reasons for my decision.

Mr R has held the mortgage for many years, and has been in arrears for much of that time. He succeeded in bringing the account up to date in 2023, but regular monthly payments topped after June 2023, resulting in new arrears forming. Santander obtained a possession order, and scheduled enforcement for 16 September 2025. Mr R has told us that he got confused, believing the enforcement date was 18 September 2025, and was trying to raise finds to clear the arrears. On realising bailiffs had arrived on 16 September 2025, he called Santander to be told he'd need to clear the arrears in full immediately to stop possession going ahead.

The arrears weren't cleared, and possession went ahead, since when Mr R has been trying to persuade Santander to return the property to him if he clears the arrears. However, Santander's position is that only repayment of the entire mortgage balance would allow that to happen. It issued a final response rejecting Mr R's complaint that he'd been told it would return the property to him if he cleared the arrears, and offered him £100 in a goodwill gesture, to help cover the cost of a night's alternative accommodation.

Our Investigator didn't recommend upholding the complaint. Mr R has asked for an Ombudsman to review the Investigator's findings. He also asked us to check again if Santander would agree to return the property to him if he raised funds to clear the arrears and resumed payments. We relayed that request to Santander, but its position remains unchanged.

## **What I've decided – and why**

I'll start with some general observations. We're not the regulator of financial businesses, and we don't "police" their internal processes or how they operate generally. That's the job of the FCA. We deal with individual disputes between businesses and their customers.

We're impartial, and we don't take either side's instructions on how we investigate a complaint. We conduct our investigations and reach our conclusions without interference from anyone else. But in doing so, we have to work within the rules of the ombudsman service, and the remit those rules give us.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

This is a horrible situation for Mr R to have to deal with, but having read and considered everything both parties have said and provided, I can't fairly order Santander to do what he would like it to do. I appreciate he mistakenly thought the scheduled date for enforcement was to be 18 September 2025, when in fact it was 16 September 2025. That's unfortunate, but Santander had made Mr R aware of the correct date the possession order was due to be enforced.

It's quite likely that Santander's solicitors told Mr R he could stop the possession if he cleared the arrears. I say that not least because that's what he was trying, albeit unsuccessfully, to do on 16 September 2025. But I think it unlikely that the solicitors would have told him that clearing the arrears would be enough to restore the property to him *after* possession had taken place.

Even if they did say something that caused Mr R to believe that was possible - and to be clear there's nothing in the available evidence to corroborate what Mr R is saying happened - I'm not persuaded of the likelihood that Mr R could have raised the money to clear the arrears in any event.

There's something else to consider. Even if Mr R had managed to raise enough money to clear the arrears and stop the enforcement, the available evidence doesn't point to him being in a position to resume making monthly payments to the mortgage regularly and consistently. That being the case, the greater likelihood is that very soon after, Santander would have been looking to resume enforcement action due to new arrears.

Such a situation was uppermost in its reasoning when we asked it recently if it would consider his request to restore the property on clearance of just the arrears, rather than the full balance. Whilst that's unquestionably unwelcome for Mr R, it's not unfair, which is the test I have to apply

I know this will come as a disappointment to Mr R, but for all the reasons I've set out above, I cannot find in his favour and uphold this complaint.

## **My final decision**

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

My final decision concludes this service's consideration of this complaint, which means I'll not be engaging in any further discussion of the merits of it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 14 January 2026.

Jeff Parrington  
**Ombudsman**