

## **The complaint**

This complaint's about a mortgage that Mr N holds with Bank of Scotland plc (BOS). Mr N complains that he was evicted from the mortgaged property unfairly, and that BOS went back on an undertaking to return the property if he cleared the arrears.

## **What happened**

The mortgage started in 2003; Mr N fell into arrears in 2023. The arrears grew worse over 2023 and 2024 and in January 2025, a court granted BOS an eviction order, which was executed with bailiffs and police in attendance. Mr N complained that he had no knowledge of the impending eviction; due to mental health issues, he had stopped opening letters for several years and had been hoarding possessions and mail in the property.

BOS issued a final response to the complaint on 28 February 2025; other than offering £50 compensation for a shortfall in customer service, BOS rejected the complaint. It said it would only consider returning the property to Mr N if he either repaid the mortgage balance in full or, alternatively, cleared the arrears and completed a financial assessment that convinced BOS he'd be able to meet future monthly payments.

In April 2025, BOS withdrew the latter option; Mr N complained about this too. He received no written response, but BOS told him on the phone that too much time had gone by, and not enough evidence had been provided to demonstrate future affordability.

Mr N brought the complaint to us in September 2025. The case is with me now because our Investigator doesn't recommend the complaint be upheld.

## **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.

The relationship between Mr N and BOS is ongoing, so I can consider whether the events complained about resulted in a relationship that's currently unfair or not. On balance, however, and having considered all of the available evidence, I'm not persuaded that BOS's action in obtaining the eviction order and later withdrawing the offer to return the property on clearance of the arrears created an unfair relationship. I'll explain why.

By the time BOS sought the eviction order, the mortgage had been in arrears for nearly two years, with minimal contact from Mr N. He only made contact in November 2024, and then again the following month. But he didn't then do what BOS told him he needed to do; that is, complete an income and expenditure analysis to allow BOS to assess whether Mr N could afford to resume payments and clear the arrears.

Meanwhile, it's reasonable to conclude the court considered BOS's action in seeking the order to be fair, as it granted the eviction. It's not appropriate for me to second-guess what a court has decided. I've noted what Mr N has said about his health situation and not being able to attend the hearing and defend himself. However, I'm satisfied BOS had notified Mr N

of its intentions in writing, as it is required to do. I can see from the notes that Mr N told BOS after the eviction about not opening his post. Even if it was aware earlier than that, and had let Mr N know of the court action by other means, I can't speculate on whether and how the court hearing might have proceeded differently if Mr N had been present; only the court itself could do that.

I turn next to the decision to withdraw the option set out in the final response of clearing the arrears and resuming monthly payments. BOS's reasoning was much the same as it had been in relation to the eviction action. Again, it considered that too much time went by (the final response was dated 28 February 2025 and Mr N only contacted BOS on 21 March and 10 April 2025) and Mr N didn't provide the information that might have persuaded BOS that returning the property to him was a viable course of action. Even if BOS had given Mr N more time, and he had provided what it has asked for, I'm not sure the outcome would have been different.

In summary, the overall impression I get from considering all of the evidence from both sides, is that BOS has lost confidence in Mr N's ability to afford his mortgage going forward. Whilst I've no doubt that's unwelcome for Mr N, the test I have to apply is whether it is *unfair*. In all the circumstances, I don't think it is. The past history points to the mortgage being unaffordable, and in the absence of a prospect of improvement, it was probably better to draw a line rather than let matters drift.

Putting all of the above together, I can't find that the actions of BOS's complained of here led to a relationship which is currently unfair between Mr N and BOS.

### **My final decision**

My final decision is that I do not uphold this complaint or make any order or award against Bank of Scotland plc.

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 N to accept or reject my decision before 23 February 2026.

Jeff Parrington

**Ombudsman**