

The complaint

Mr and Mrs H complain that Santander UK Plc mishandled their property title deeds following redemption of their mortgage.

What happened

Mr and Mrs H took out a new mortgage with Santander in 2009 to replace the mortgage they had with their previous lender. This is known as a remortgage. Mrs and Mrs H redeemed (repaid in full) their Santander mortgage in 2021.

In 2025 Mr and Mrs H complained to Santander. They said it hadn't responded to their request for it to return all physical title deed documents to them. They also complained that Santander may have destroyed, transferred or processed the physical deeds without their consent. To resolve their complaint, they wanted Santander to confirm the location of the deeds, arrange their return or, if Santander no longer holds them, to provide information on what had happened to them.

Santander said that it has never held any physical (paper) title deeds for Mr and Mrs H's property. And that this is because paper title deeds were dematerialised and held electronically from 2003 onwards. I'll explain more about what this means below.

Mr and Mrs H asked the Financial Ombudsman Service to investigate their complaint. The Investigator didn't think the complaint should be upheld. She concluded that Mr and Mrs H's property was already registered electronically with the Land Registry at the point they took out a mortgage with Santander. And that there wasn't anything to suggest Santander had ever received a copy of the paper title deeds. She also explained that we could only look at the actions of Santander in a complaint brought against it – not Mr and Mrs H's concerns about other lenders and solicitors.

Mr and Mrs H didn't accept that and asked for an Ombudsman to review their complaint. So, it has now 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.

It may be helpful to explain that when Mr and Mrs H remortgaged to Santander, they didn't keep or continue their existing mortgage. The process for moving to another lender – remortgaging – requires a new mortgage to be taken out. The only way the mortgage would have remained the same mortgage for the entire term is if Mr and Mrs H had remained with the same lender for that period – and that isn't what's happened here. In 2003, they took new borrowing on a new mortgage from Santander, and that borrowing was used to repay their old mortgage with their old lender.

When Mr and Mrs H took out their mortgage with Santander in 2009 the title records were held electronically. This was long after electronic registration of titles came into force at the

end of 2003. Santander – or the solicitors acting on its behalf – would therefore have updated the electronic register to show that it now held first charge over the property. Any existing paper records at that point were simply not required for the mortgage to be created and for Santander’s legal charge to be registered. As Santander didn’t need the paper deeds and I’ve seen nothing else to suggest paper deeds were received by it when this mortgage began, I am satisfied it has never been in possession of them.

I note Mr and Mrs H would like to receive a copy of the original paper title deeds for several reasons. However, because I’m satisfied Santander has never held a copy of these documents and didn’t need to, it follows that I can’t fairly require it to provide something it doesn’t have and never did have.

I appreciate Mr and Mrs H would like Santander to investigate what happened to the paper deeds leading up to the 2009 mortgage. But I can’t fairly require it to do that. It is possible one of Mr and Mrs H’s previous lenders, or the appointed solicitors involved, may have held their paper title documents. But if that is the case, it would be a matter for Mr and Mrs H to take up with the relevant party separately. Santander is not liable for the actions that the previous lenders or its agents may, or may not, have taken regarding the paper deeds. This includes Mr and Mrs H’s concerns about the paper title deeds being dematerialised without their consent and that the scanned copies they are now in possession of are of poor quality. Dematerialisation was a policy adopted by the Land Registry for all deeds. Mr and Mrs H’s consent wasn’t needed. Once the Land Registry moved to electronic registration, paper deeds were no longer needed.

Overall, based on the available evidence, I am not persuaded Santander had any involvement in the dematerialisation of the deeds.

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 Mrs H and Mr H to accept or reject my decision before 26 February 2026.

Keith Barnes
Ombudsman