

The complaint

Miss E complains that Bank of Ireland (UK) Plc (BOI) has treated her unfairly in connection with her buy-to-let mortgage and has harassed her for payment of arrears which she says have arisen because of its mistake.

What happened

Miss E's buy-to-let mortgage with BOI is split across two subaccounts, consisting of a mortgage she took out in 2001 and a further advance she took in 2005. One of the subaccounts will reach the end of its term in April 2026. The mortgage is also in arrears and has been for some time, and is on an interest-only basis.

Miss E has made multiple complaints to BOI in recent years, about its administration of her mortgage and its treatment of her. This complaint is that BOI failed to collect mortgage payments from her trustee in bankruptcy during a period when the trustee had control of the mortgaged property (her bankruptcy was discharged in 2021) and it has wrongly treated the mortgage as being in arrears ever since, it has been inconsistent about the level of arrears, it has harassed and threatened her even though she is making payments to reduce the arrears, and it has reneged on assurances that it would consolidate the two subaccounts and arrears and extend the mortgage term.

BOI didn't think it had treated Miss E unfairly, and Miss E referred her complaint to us in September 2025. Our Investigator found that the Financial Ombudsman Service had already dealt with parts of Miss E's complaint in April 2025 and said that meant it wasn't appropriate for us to look at those aspects of her complaint again. He said he wouldn't investigate the parts of this complaint which we had already excluded or considered before.

Miss E didn't accept that. She thought the Investigator had got things wrong, and she referred to an Ombudsman's decision about a complaint she had made about a different lender which she considers set a precedent and is material to this complaint about BOI. She also complained about BOI's treatment of her in early 2026, including its decision to instruct a field agent to visit her property.

The complaint was referred to me to decide. I issued a decision setting out what I'll be considering in this complaint. I concluded that the complaint we had previously dealt with about BOI's treatment of Miss E and its administration of her mortgage, including the complaint that BOI didn't ask her trustee in bankruptcy for payment and that this impacted the level of mortgage arrears, should be dismissed without further consideration. This is because dealing with this part of the complaint would seriously impair the effective operation of the Financial Ombudsman Service given that we have previously dealt with it.

I also concluded that it wouldn't be appropriate for me to consider the new issues Miss E complained about more recently, since 6 November 2025, because BOI should first have the opportunity to deal with that complaint before the Financial Ombudsman Service investigates it if necessary.

I said I will consider the complaint about BOI's more recent treatment of Miss E and its

administration of her mortgage up to 6 November 2025, which includes the complaint that BOI has harassed her and it hasn't consolidated the subaccount balances and arrears or extended the term.

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.

Miss E's BOI mortgage has been in arrears for several years. By October 2025 the arrears came to just over £8,000, and BOI and Miss E hadn't agreed a repayment plan. Miss E says she has been paying more than the contractual monthly payment and the arrears will therefore reduce over time. BOI however says that an extra £50 a month isn't enough to clear the arrears within a reasonable timeframe.

I don't think BOI's view about this was unreasonable. I must also bear in mind that Miss E's mortgage is a buy-to-let mortgage and is therefore unregulated. This means that I wouldn't necessarily expect BOI to have dealt with the mortgage arrears in the same way as with a residential mortgage. It wasn't required to do that, although it should have treated Miss E fairly and explored what forbearance might be appropriate.

I think BOI did treat Miss E fairly and it looked into what options might be available to bring the mortgage back on track. It explained that it needed details of her income and expenditure in order to see what it could do to help. Its records show that it wrote to her a number of times in April, May and June 2025, asking her to get in touch. It received some details of her finances in July 2025 but, at the rate she proposed of £50 each month towards the arrears, it would take more than 13 years to repay them – beyond the term end dates of both subaccounts.

BOI was also concerned about whether Miss E could afford to make higher monthly payments sustainably given that sporadic payments had been made over the years, regularly for less than the contractual amount due. I think this was a valid concern, and I must also bear in mind that it had agreed concessions to monthly payments in the past.

I'm not persuaded that BOI misled Miss E about the prospect of a term extension or that it agreed to one. Its records say that it told her multiple times both on the phone and in writing that in order to extend the term it needed to be satisfied that she could afford to pay the mortgage on a capital and interest repayment basis, and it would first expect the mortgage to be clear of arrears for six months. That hasn't happened. I don't think that BOI committed to consolidating the two subaccounts or capitalising the arrears either.

BOI has written to Miss E explaining the steps it may take to recover the mortgage debt and it has tried to contact her by phone. I don't think it was wrong to have done any of that, or that it harassed her – it needed to be clear about the situation and what might happen next. While this wasn't what Miss E wanted to hear, I can't reasonably conclude that BOI shouldn't have contacted her. I'm also not persuaded that BOI misled her about the arrears balance on the mortgage. That changes over time, depending on when payments are made and how much they are.

In all the circumstances, I don't consider that BOI treated Miss E unfairly, that it harassed or threatened her, or that it reneged on assurances. I don't therefore uphold this complaint.

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 Miss E to accept or reject my decision before 20 March 2026.

Janet Millington
Ombudsman