

The complaint

Mr H complains that Topaz Finance Limited trading as Rosinca Mortgages did not identify that two properties he'd mortgaged were held under the same title.

What happened

In 2007, Mr H took out two remortgages with Mortgage Express. The lender now is Rosinca – and I will refer to Rosinca in this decision.

In 2025, it came to light that both the mortgaged properties were held under one title, and the lender placed its charge against that title. Mr H considers that Rosinca ought to have identified that both properties were registered under one title. He said he's sold one of the properties and he had to arrange the title to be split – and he's incurred additional costs and inconvenience in doing so.

The investigator did not think the complaint should be upheld.

Mr H did not accept what the investigator said. He responded to make a number of points, including:

- He is a lay man and is guided by professional people.
- He paid the solicitor to do a job, which they did not do correctly. If the title needed to be split, it should have been done when he remortgaged.
- The lender had its own legal department, which had a qualified person overseeing the solicitor's work. They should have picked this up and if not they failed in their duty of care to the lender and to him.
- When the title was split, Rosinca used its own solicitors, incurring additional costs. That could have been avoided had the issue with the title been identified at the outset.

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.

This complaint is about the acts or omissions of the solicitor who dealt with the remortgages of two properties Mr H owned. The solicitor was acting for both Mr H and the lender. But the lender was only responsible for its own actions and the things that the solicitor did on its behalf. The lender is not responsible for things the solicitor did on behalf of Mr H.

It was for the solicitor to make sure that Mr H had good title to the property. For the lender, the solicitor was required to ensure that the title is suitable security for the mortgage. It is not clear whether the issue with the title was identified at the time or if it was missed.

The lender is not responsible for the failure of the solicitor to split the title in 2007. The difficulty I have is that, even if that problem had been identified at the time, it would always have been for Mr H to arrange and pay for the title to be split – and it is likely there would have been additional costs the lender incurred as a result of that. So it is not clear he has suffered any financial loss as a result of this matter – he would always have had to pay the costs to split the title. Even if there are additional costs that would not have been incurred, they have arisen because of something the solicitor should have done for Mr H – not the lender. Therefore, Rosinca, is not responsible for those costs.

As I have explained the solicitor was acting for both Mr H and the lender. Both parties had the reasonable expectation that they would do what they were supposed to do. But the lender was not required to check that the solicitor had done everything correctly. As I have explained, the cost of splitting the title would always have been Mr H's responsibility.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 23 February 2026.

Ken Rose
Ombudsman