

The complaint

Mr H has complained about the way Curtis Banks Limited handled a rent review for a property held within his self-invested personal pension (SIPP). Mr H has said that the review was completed late by more than a year and that this has caused him financial loss. He's also said that the matter has been inconvenient for him and has taken up his personal time.

What happened

The investigator who considered this matter set out the background to the complaint in his assessment of the case. I'm broadly setting out the same background below, with some amendments for the purposes of this decision.

Mr H's property was due a rent review on 1 July 2024. But Curtis Banks first contacted him about it in February 2025, asking for his choice of surveyor. Once it had Mr H's instructions, it contacted the surveyor and asked for the rent review to be backdated.

In March 2025, Mr H raised a complaint as he was unhappy with the progress being made. Curtis Banks initially responded, acknowledging that it had caused delays but was now waiting to hear from the surveyors. It offered to reduce the rent review fee by 50%, which would be credited to Mr H's SIPP.

Curtis Banks didn't receive a response from the surveyor until April 2025, despite chasing for one. Once Mr H had agreed to the surveyor's fee, the process continued.

Curtis Banks received the surveyor's valuation and sent it to Mr H on 10 June 2025, which he agreed to the following day. Curtis Banks also requested a memorandum of rent from the surveyor that same day.

It took a month for the surveyor to send the memorandum of rent back to Curtis Banks, which it then sent to Mr H. But he noticed that it quoted the old rent, and Curtis Banks apologised for the oversight. A new memorandum was sent, signed and returned.

In the meantime, Mr H had raised another complaint, to which Curtis Banks responded. It acknowledged that it had caused delays starting the rent review process. But it said that some of the delays had been caused by the surveyor. It offered Mr H £200 compensation as an apology for its part in the delays.

On 25 July 2025, Curtis Banks confirmed the rent review was complete and emailed Mr H with a copy of the rent review, which was backdated to the review due date.

However, Mr H was unhappy with the answers he received and referred the matter to this service.

He said that he wanted Curtis Banks to do the following:

- Pay 8% simple interest on the £8,000 late rental income.
- Pay fair compensation for his time and trouble.
- Pay additional compensation for the stress and disruption caused by its service.

Curtis Banks responded to this service with an increased offer, to pay a total of £300 compensation. It also confirmed that the full rent review fee was credited back to Mr H's SIPP.

The investigator discussed this offer with Mr H, but the latter didn't think it was fair. Mr H said that his main concern was that, although he'd now received the backdated rent from the tenant, he'd missed out on interest.

Following this, the investigator had further discussions with Curtis Banks about the potential impact of the higher rent not being received since July 2024. And it then offered to calculate what interest Mr H would have received in his SIPP account.

Having considered the overall offer, the investigator thought that it was fair, saying the following in summary:

- In terms of Mr H's financial loss, Curtis Banks acknowledged that it had caused delays and that it should have started the rent review process earlier. Curtis Banks said the rent review should have been completed in July 2024, although it has pointed to periods of delays it couldn't control, when it relied on responses from the surveyor.
- It was fair to say that Curtis Banks had caused delays. As it was offering to consider missed interest from July 2024, and this was the earliest the rent review would have been completed, this was a fair date to use for the loss calculation.
- Mr H had requested that 8% simple interest should be added for the time he missed out on the increased rent. But whilst this has been a rate this service has used to compensate someone who'd missed out on the use of money they should have received, it wasn't a fair measure in this case. This was because, had Mr H been receiving a higher rent since July 2024, this would have been paid into his pension plan. It wasn't money which he would have used for a particular purpose or everyday spending. So, it was fair to look at what had happened to the rent each month, to conclude what financial impact this had had on him.
- Curtis Banks confirmed that, since July 2024, Mr H hadn't invested the rental payment he received. It had remained in his SIPP cash account each month, which accrued interest. So, Curtis Banks' offer to calculate the interest the SIPP had missed out on (using the interest rate applied to funds in the SIPP bank account) was a fair way to put this right.
- In terms of whether £300, plus waiving the full rent review fee of £462, was fair for the trouble and upset the errors had caused Mr H, the investigator had previously explained to Mr H that this service wouldn't typically look at a profession and work out on a "time spent" basis what the compensation should be, which Mr H had said he understood. Mr H had said that, as well as the months he missed out on rent, he felt he was more involved than he needed to be throughout the rent review, such as his efforts contacting the surveyor.
- But there were times when things were out of Curtis Banks' hands. It was clear that the surveyor in some instances was taking weeks to respond and Curtis Banks was

trying to contact it for an update. But there were also times when Curtis Banks could have moved things along quicker, such as when it sent Mr H the wrong rent memorandum, and Mr H wanted the rent review completed as soon as possible, knowing it had already been delayed by several months. This may have meant Mr H being more involved in communicating with the surveyor and Curtis Banks than would typically be expected, which had been inconvenient and frustrating for him.

- But in addition to the £300 compensation, Mr H hadn't needed to pay the rent review fee – making the total compensation £762. This was a fair amount to compensate Mr H in respect of the inconvenience of the delays up until the rent review began and Curtis Banks' contribution to the delays thereafter.
- It was clear there'd been failings in the service he'd received. But this was a fair amount to compensate Mr H for those failings, as it was in line with what the investigator would have recommended, had an offer not been made.

Mr H disagreed, however, saying the following in summary:

- The key point was that he'd been deprived of money he should have had. The rent review was due on 1 July 2024. Because it wasn't actioned properly and promptly by Curtis Banks, and the increased rent wasn't received when it should have been. He'd now received the backdated rent, but late money wasn't the same as money on time. And that lost time had a value.
- The investigator had said that 8% simple interest was often used where someone had missed out on the use of money they should have received, but that this didn't apply here because the funds would have been paid into a pension. This distinction wasn't fair or consistent with the principle of compensation, for three reasons:
 - It was still his money, and still his loss of use. The fact that it sat within a SIPP didn't eliminate the deprivation — it just changed where the deprivation occurred.
 - The assumption that it would have remained in cash wasn't a fair test. Curtis Banks said that the rent which was received stayed in cash. But that didn't prove that the additional rent (the uplift) would have stayed uninvested, nor did it reflect what he would have chosen to do had the uplift been received on time.
 - Using only the SIPP cash rate risked under-compensating him materially. SIPP cash rates could be minimal. If the delay ran for another year or more on meaningful sums, cash interest only could become a token gesture rather than true redress.
- This approach effectively rewarded poor service if the provider could point to a low default cash rate.
- Curtis Banks' "missed SIPP interest" proposal was unclear and needed to be evidenced. If the interest proposal was to be maintained, he would need detail on the cash interest rate(s) applied to the SIPP cash from 1 July 2024 to the date the backdated rent was actually received (including any tiering or changes).
- He would also require the exact methodology and a worked calculation (month-by-month) showing the rent uplift that should have been received each month, the notional cash interest on that uplift, the final total, and how/when it would be paid.

- He would also need confirmation as to whether the calculation reflected the fact that the rent review was completed late and backdated, and therefore the “loss period” was tied to when the tenant actually paid the uplift, not merely the date the paperwork was signed.
- The £300 in respect of trouble and upset wasn’t proportionate. It was accepted that compensation wouldn’t be based on his hourly rate, but the point was that the rent review was over a year late from the due date, Curtis Banks only started properly engaging months after the review date, he was drawn into chasing surveyors and the process repeatedly, and there were avoidable errors (e.g. the wrong memorandum) which created additional delay. £300 (even with the fee refund) didn’t reflect the scale and duration of service failure.
- If his requests couldn’t be agreed, he would like the matter referred to an ombudsman for review.

The investigator replied to say that his view on the matter remained the same, as follows:

- When there had been failings, as was agreed happened in this case, the primary purpose of any redress was to put him, as closely as possible, back into the position he would be in, had it not been for those failings. It wasn’t our role to punish businesses or to put Mr H in a better position.
- In this case, the extra rent would have stayed in Mr H’s SIPP account and any loss would be the interest he’d missed out on. Recommending 8% simple interest would put Mr H in a better position, in terms of financial losses, as this was more than the interest he would have received.
- In terms of having an upfront calculation, this wasn’t something this service would typically expect at this stage. We would set out the method, as had already happened, and if Mr H agreed, we would consider the matter resolved and ask the business to calculate what redress was due.
- It would be reasonable, however, for Curtis Banks to provide its calculations clearly to Mr H once it had completed those calculations and when the case was resolved.
- It wasn’t in dispute that Mr H been inconvenienced by delays. But the overall compensation for the impact this had on him (including the waived rent review fee) was fair under the circumstances, for the reasons previously explained. And there was more detail on how we considered awards for trouble and upset on our website.

As agreement couldn’t be reached on the matter, the investigator confirmed to both parties that it would be referred to an ombudsman for review.

In response, Mr H said the following:

- He wanted to add an important factual point which directly challenged the assumption that the additional rent would have remained in cash, and he also wanted the ombudsman to consider what he believed to be the inadequacy of the compensation offered for distress/inconvenience.
- The rental income didn’t remain in cash – he actively deployed it. Each year (typically in July) he took the annual rent accumulated within the Curtis Banks SIPP and transferred it into another SIPP he held with Nucleus, where it was then invested.

- This could be confirmed by Curtis Banks from the transaction history. So, the suggestion that the uplift would have simply remained in cash wasn't an accurate reflection of how the rent was used in practice.
- This mattered to the redress approach as he actively deployed the rental receipts. The loss was the loss of use and deployment of funds on time - exactly the scenario where this service commonly applied 8% simple interest as the standard proxy for loss of use.
- He wasn't asking to be compensated for the specific investment gains he achieved elsewhere or to run a hindsight calculation. He was asking for the standard approach of this service for late-paid money, because the "cash only" assumption was incorrect and the time-value loss is real.
- It was requested that Curtis Banks confirm the established pattern of him deploying the rent each year, including, the annual movement/transfer/investment of rental receipts out of cash, and the relevant dates and amounts (at least for the most recent cycle around July 2024/July 2025).
- In terms of the payment in respect of trouble, distress and inconvenience, the £300 figure was too low. Even if there was disagreement on the financial redress method, the separate issue of an appropriate level of compensation for time, trouble, inconvenience and frustration remained.
- This was because there was a rent review due on 1 July 2024, and it wasn't properly progressed until February 2025 (a fundamental delay in even starting the process), followed by further delays and avoidable errors (including issuing incorrect documentation), requiring unnecessary chasing and involvement from him over a prolonged period.
- Against that background, £300 (even when combined with the refunded fee) didn't reflect the duration, seriousness, or cumulative inconvenience of what went wrong. It felt like a token amount for a lengthy service failure.

In response, the investigator said the following:

- He attached a statement for Mr H's SIPP account, which received the rent each month. The key transactions he considered when reaching his view were:
 - £30,000 withdrawn on 9 August 2023 (leaving a balance of £9464.78)
 - £30,000 withdrawn on 31 July 2024 (leaving a balance of £9315.84)
 - £35,000 withdrawn on 8 August 2025 (leaving a balance of £7715.43)
- It was acknowledged that Mr H transferred money from the SIPP account to invest after the date the rent review was due. Rent was taken early in the month, so it was possible that Mr H would have received a higher amount for one rental payment before he made a transfer. It couldn't be said exactly what Mr H would have done. But the investigator wasn't persuaded that he would have transferred any more to invest. This was because each time Mr H had transferred money from the account, it had been for a specific amount – for example £30,000 for 2023/24 - and it was a rounded amount. This maintained a cash balance in the SIPP account. It was therefore more likely than not that Mr H would have transferred the same amount and the extra rent would have stayed in the cash account.

- This seemed to be a yearly exercise whereby Mr H allowed the rent to sit in his SIPP account before transferring a larger sum to invest. And this was consistent with what Mr H had told the investigator. And so he couldn't reasonably conclude that Mr H would have changed this, had he received more rent each month. Rather, Mr H would have kept the higher rent in the SIPP account instead of transferring any more to invest.
- The same could be said for when Mr H received the backdated rent on 12 August 2025. A few days before this, Mr H had already transferred £35,000. But he didn't transfer any more when that rent was received. This supported the view that it was unlikely Mr H would have invested any more than he did and that calculating the interest he missed out on put him back in the position he would have been in, had he received the higher rent each month.

Mr H then replied as follows:

- The investigator's conclusion still missed the point and relied on an inference that wasn't safe. He was treating "rounded transfers" as proof that the uplift would have remained in cash, but this wasn't the case.
- The fact that he transferred rounded amounts each year didn't mean that he wouldn't have transferred more, had more cash been available. Those rounded transfers were simply the way he ran the administration on his account. He kept an operational cash buffer in that SIPP and moved a meaningful amount across annually to invest elsewhere.
- The "rounded" nature of the withdrawals was an administrative choice, not evidence of a fixed rule that the transfer amount was capped regardless of what cash was actually in the account.
- The investigator had said that it was possible he'd have received a higher amount for one rental payment before the July 2024 transfer and that he wasn't persuaded that he would have transferred more overall. But the underlying issue remained that the uplift wasn't received on time, meaning that he was deprived of money that would have been available to deploy.
- This was exactly why this service frequently used 8% simple interest as the standard proxy for "loss of use" — because it couldn't be reconstructed with certainty the precise decisions a consumer would have made with funds that they never had.
- The approach adopted by the investigator was that, as there was no certainty as to what would have been done here, it would be assumed that he wouldn't have used it. This was the least consumer-favourable inference.
- The August 2025 point didn't indicate what the investigator thought it did. He'd noted that Mr H didn't transfer more after the backdated rent arrived on 12 August 2025, but this didn't evidence that he wouldn't have deployed the uplift earlier. By then, he'd already made the annual transfer days before, and cash management decisions at that point were influenced by timing, settlement cycles, planned allocations, and maintaining a working cash balance. It wasn't a reliable proxy for what he would have done over the preceding 12 months had the uplift been flowing on time.

As indicated by the investigator, as agreement couldn't be reached on the matter, it's now been referred to me for review.

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.

And having done so, I've reached broadly the same conclusions as the investigator, and for similar reasons.

I'd firstly say that I don't think there's any dispute here that Curtis Banks didn't do what it should in terms of the rent revaluation, and what remains to be resolved is the manner of calculating the compensation which should be payable to Mr H.

I think it would then be helpful to clarify the position with regard to the methodology this service would typically use to compensate complainants for a loss of investment return, as opposed to a loss of the use of money. When the loss of the use of money is referenced, this typically means money which the complaint might otherwise have "in their pocket", and so is designed to reflect a loss of "spending opportunity", for want of a better phrase. And the rate of 8% simple pa has historically been designed to reflect a range of missed "spending" opportunities, which might include paying down borrowing.

But the situation within a pension plan, as it the case here, is somewhat different. There is no loss of spending opportunity as the funds are held within a pension wrapper. What needs to be considered instead is the loss of investment opportunity. And so 8% simple pa wouldn't typically be an appropriate rate to apply to this, unless a business has delayed in the payment of compensation for a loss of investment opportunity.

Where there is a loss of investment opportunity, we would in the first instance try to mirror what the investor clearly would have done with the funds, had the errors not been made. And if it's not possible to determine with a reasonable degree of certainty what the investor would have done, we might use one of our benchmark indices to determine whether there has been a loss. But none of those benchmarks employ 8% pa simple interest. As I've said above, this is typically used in situations where a consumer would have had the money in their bank account and was available to spend.

In this situation, the investigator concluded that it was more likely than not that Mr H would have retained the increase in the rental income in the interest bearing account of his SIPP, as this is what he'd observed that Mr H had done previously with the funds. And that periodically, Mr H would transfer funds to another plan for reinvestment.

Mr H's position is that he would have transferred more to the other plan had there been additional funds upon which he could draw as a result of the rent increase. And that although the amounts transferred appeared to be defined and rounded amounts, the amount he would have transferred would have been higher. Mr H's therefore believes that compensation equating to the interest he would have received in the SIPP account is too low.

But having considered what's been said and submitted on this point, I have to agree with the investigator that it seems that Mr H was satisfied that he'd transferred the right amount to the other plan. Otherwise, notwithstanding what Mr H has said about other administration processes, it ought to have been a relatively straightforward process to transfer a further sum once the backdated rent increase had been received. This would then have made the case for a loss of investment opportunity in the alternative plan more robust, but as it is, and on the basis of the available evidence, I don't think that I could fairly or reasonably conclude

that Mr H would have transferred a higher amount for reinvestment.

As such, I think it's reasonably clear as to what would have happened with the higher rent amounts had they been received in a timely fashion, and that is that they would have been invested as with the other funds in Mr H's SIPP, i.e. retained in the cash account and subject to the applicable interest rate.

Turning then to the matter of the additional compensation payment which Curtis Banks should make to Mr H, I've taken note of what's been said in this regard, and whether £300, plus waiving the full rent review fee of £462, was fair for the trouble and upset the errors had caused Mr H.

And having done so, again as with the investigator, I think the amounts offered by Curtis Banks are fair here. Mr H has acknowledged that this service wouldn't typically take into account loss of earnings at an hourly rate, and it might reasonably be expected that a complaint might take some effort to resolve. I think it's fair to say that Curtis Banks could have progressed things faster, and the process was hindered by aspects such as it sending Mr H the wrong rent memorandum. But there were also periods of delay involving third parties for which Curtis Banks couldn't reasonably be held responsible.

As referenced by the investigator, our website has guidance on the types of award it might be appropriate for this service to make in similar situations. No two complaints are the same, but there will be some similarities.

Our website says that an award between £100 and £300 might be fair where there have been repeated small errors, or a larger single mistake, requiring a reasonable effort to sort out. These typically result in an impact that lasts a few days, or even weeks, and cause either some distress, inconvenience, disappointment or loss of expectation.

Clearly the issue here wasn't resolved for a number of months, but as I've noted above, not all of this was due to Curtis Banks' errors. Our guidance also says that an award of over £300 and up to around £750 might be fair where the impact of a mistake has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. Typically, the impact might last over many weeks or months.

Taking into account what's happened here, I think somewhere in between would be reasonably reflective of what's happened, with an appropriate amount therefore being at the high end of the first band, and at the lower end of the second. But if I'm also to take into account the rent review fee rebate, this means that Mr H would receive a total of £762 in compensation.

As such, I don't think a higher award than that would be warranted.

Putting things right

My aim is to place Mr H as closely as possible to the position he'd now be in, but for Curtis Banks Limited's errors.

Curtis Banks Limited should therefore add interest to the increased rent payments at the rate which would have been applicable on them from July 2024, up to the date that they were actually paid to the account. Interest at the same rate should then be added to that amount (reflecting the consequential loss) from the date that they were paid into the account up to the date of settlement.

In addition to the rent review rebate, Curtis Banks Limited should also pay Mr H £300.

My final decision

My final decision is that I uphold the complaint and direct Curtis Banks Limited to undertake the above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 16 March 2026.

Philip Miller
Ombudsman