DRN-6137777

The complaint

This complaint is about two unregulated buy-to-let (BTL) mortgages that Miss O holds with Topaz Finance Limited trading as Rosinca Mortgages (RM). There are several strands to Miss O's complaint, originating from RM's decision to appoint Law of Property Act (LPA) Receivers to manage the properties after the mortgages fell into arrears.

However, our investigator explained that our remit to consider the complaint was limited to one strand; that is, how long RM took to disinstruct the LPA Receivers and return control of the properties to Miss O after she had cleared the arrears. The investigator said that anything prior to that, including the decision to appoint the LPA Receivers in the first place, was time-barred under our rules.

What happened

The above summary is in my own words. The basic background to this complaint is well known to both parties so I won't repeat all the details here. Instead I'll briefly set out the position as it stands currently, and then focus on the reasons for my decision. If I don't mention something, it won't be because I've ignored it. It'll be because I didn't think it was material to the outcome of the complaint.

The investigator recommended the complaint be upheld, albeit only in part. He didn't consider that RM should have disinstructed the LPA Receivers immediately the arrears were cleared, or that RM had led Miss O to think that would happen. He thought it fair that RM needed certain information and reassurances before it felt confident about returning the properties to Miss O's control. But he thought this could reasonably have been achieved sooner than it was; specifically, by April 2025.

To put matters right, the Investigator said RM should do the following:

- refund any LPA Receivers' costs incurred from April 2025 onwards, with corresponding adjustment to the mortgage accounts;
- return control of the properties to Miss O (if it had not already happened*); and
- pay Miss O £750 compensation for her time, trouble and upset.

*This had already happened; the LPA Receivers informed Miss O of its withdrawal in writing on 23 October 2025, albeit the letter's subject heading only referenced one of the properties.

Neither party accepted the proposed settlement. Miss O thought RM should cover lost rents, solicitor's charges and the cost of refurbishing one of the properties.

Meanwhile, RM agreed it could have reached its decision sooner than it did, but didn't think April 2025 was right. It said it was only towards the end of May 2025 that it received all of the information it had asked Miss O's solicitors for. But it agreed that it (or at least its own solicitors) then took too long to confirm the amount of the LPA Receivers' costs and confirmation they had been paid. This only happened in September 2025, and the decision to stand down the LPA Receivers was finally made in October 2025. RM hasn't specified

when it thinks the Receivers could have been stood down if its solicitors hadn't delayed matters, but June 2025 appears to be the inference.

On the subject of LPA Receivers' costs, RM said that no costs were added to the account ending 910 after April 2025, but that three invoices were debited to account ending 206. RM also disagreed with the proposed award of £750, saying £250 seemed more appropriate.

What I've decided – and why

I'll start with some general observations. We're not the regulator of financial businesses, and we don't "police" their internal processes or how they operate generally. That's the job of the Financial Conduct Authority (FCA). We deal with individual disputes between businesses and their customers. In doing that, we work within the rules of the ombudsman service and the remit those rules give us. We don't replicate the work of the courts.

We're impartial, and we don't take either side's instructions on how we investigate a complaint. We conduct our investigations and reach our conclusions without interference from anyone else.

We revisit jurisdiction at each stage of our complaint handling process. I've done that here, and for completeness, agree that my remit is confined solely to the matter of when RM should fairly have disinstructed the LPA Receivers and retuned control of the mortgaged properties to Miss O. All other aspects of her complaint were referred to this service more than six months after RM had issued a final response, and I've seen nothing in the available evidence to suggest exceptional circumstances prevented Miss O from contacting us sooner.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

On the one strand of the complaint I am able to consider, the timing of the disinstruction of LPA Receivers, I don't have to decide fault; I only have to decide when. Miss O maintains it should have happened as soon as the arrears were cleared, which was in February 2024. I don't agree with that; it takes more than just repaying arrears to restore a lender's confidence in the viability of a commercial venture such as this.

RM set out in some detail everything it needed for that to happen, in correspondence with Miss O's solicitors, in December 2024. What then followed was a rather drawn-out saga, with information received, and assessed, in rather piecemeal fashion. It's fair to say that neither side covered itself in glory. When assessing when RM should fairly have made its decision to disinstruct the Receivers, I have to discount delays and shortcomings on the part of Miss O and/or her solicitors, and focus on those of RM and/or its solicitors.

Looking in detail at the evidence, RM does appear to have contradicted itself slightly. On 25 November 2025, RM had said the following:

"Following receipt of the documents from [Miss O's] *solicitors in March 2025, the case was referred to Credit Risk and Legal regarding the LPAR disinstruction.*
Further advice was sought from another business area and then [sic] *case was referred back to Credit Risk for review in June 2025. At that point it was approved for the LPAR to be stood down."*

But on 15 December 2025, responding to the Investigator's assessment, RM said the following:

"I can confirm that whilst we received some of the requested information in March 2025, we didn't receive all of it. In April we wrote back to [Miss O's solicitors] *reiterating we need full financial disclosure and cooperation from the customer as laid out in December 2024, see attached letter. All requested information was received on 27 May 2025."*

When pressed, RM pointed to an internal contact note dated 9 April 2025, which said; *"We require the full cooperation of the borrower to provide evidence of all LPA disinstruction criteria before we can consider anything."*

I've read the letter RM sent to Miss O's solicitors on 9 April 2025; it doesn't indicate that any of the information requested in December 2024 was still outstanding, and nor does it request further information be submitted.

Overall, I'm persuaded that the Investigator's assessment of April 2025 as the point at which RM should fairly have approved disinstruction of the LPA Receivers is broadly fair. Even if I thought that June 2025 was a more appropriate point, it wouldn't affect the redress in any event.

As far as the Investigator's redress recommendation is concerned, we've already explained to Miss O that we don't generally award reimbursement of consumer's legal costs, and I see no reason to depart from that position here. It was Miss O's right to instruct solicitors to act for her in the dispute with RM, but it was also her choice. I imply no criticism of Miss O for doing that, and none need be inferred. But she should fairly accept the consequences of the choice she made. As far as rents and refurbishment costs are concerned, I'm not persuaded there's evidence of a causal link between these claims and the delay I've identified in RM's decision-making.

I've looked at the three invoices for LPA Receivers' costs RM has sent us in respect of account ending 206. One is for a little over £620, and is dated 27 March 2025, so it does not need to be refunded to Miss O. Another is for £48, and is dated 9 October 2025, so does need to be refunded. The final one is for £1,517, and is dated 28 November 2025, so it too needs to be refunded.

The LPA Receivers have been stood down, so that leaves the matter of compensation. Assessing fair compensation for people's time, trouble and upset is not an exact science; everyone perceives things, and reacts to them, differently. One person's minor annoyance is another significant and stress-inducing inconvenience. It's all about the individual, and their personal circumstances. That's why the guide we publish on the subject incorporates ranges rather than tariffs.

Overall, and taking into account everything both parties have said and provided about the delays and the impact on Miss O, I think the current recommendation of £750 is fair and reasonable in all the circumstances, and that is what I have decided to award.

My final decision

Topaz Finance Limited trading as Rosinca Mortgages to:

- remove debits from account ending 206 in respect of LPA Receivers' invoices dated 9 October 2025 and 28 November 2025 for 348 and £1,517 respectively, backdated for interest purposes; and
- pay Miss O £750.

I make no other order or award.

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 Miss O to accept or reject my decision before 10 March 2026.
Jeff Parrington
Ombudsman