

The complaint

Miss A complains Bank of Scotland plc trading as Halifax has acted unfairly by applying fees and charges to her mortgage account.

What happened

Miss A owns a leasehold property mortgaged through Halifax and is required to pay service charge and ground rent. Over the years Miss A has been disputing these charges with the freeholder, and the matter has been dealt with through a tribunal and the courts.

In 2019 the freeholder began forfeiture proceedings for unpaid fees. The court ordered that Halifax pay the ground rent and service charge arrears as well as the freeholder's legal costs. Halifax added the fees to Miss A's mortgage.

I explained in my earlier decision that Miss A's complaint about the fees and charges added to her account before 11 July 2020 is time barred under our rules.

Since this date there have been occasions where Halifax has added further solicitors' fees to Miss A's mortgage – which she's unhappy about. She also says that she feels she's been a victim of discrimination due to her ethnicity and religious background.

Our Investigator didn't think the complaint should be upheld.

Miss A didn't agree and asked for her case to be decided by an ombudsman.

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.

I've given careful consideration to all the submissions made by both parties, but I won't address each and every point that has been raised. I'll focus on the matters that I consider most relevant to how I've reached a fair outcome – in keeping with the informal nature of our Service.

The terms and conditions of Miss A's mortgage set out that she is liable to pay legal costs incurred by Halifax in relation to a dispute with the property.

Since 2023 there have been various legal matters ongoing related to the mortgaged property. This includes a judicial review and also a forfeiture of lease possession claim due to unpaid ground rent and service charges.

As a result of this, Halifax was entitled to instruct solicitors to act on its behalf and protect its interest and security over the property. Legal costs totalling around £4,300 have been added to Miss A's account over several transactions between 2023 and 2025. The amounts added to the mortgage match the invoices Halifax received from its solicitor and given the nature of

the legal work involved I don't consider these costs to be unreasonable or that Halifax acted unfairly by applying the costs to Miss A's account.

Miss A says she feels Halifax has discriminated against her due to her ethnic and religious background. I've carefully considered everything Miss A has said but having looked at all the evidence, I don't think Halifax has acted unfairly or unreasonably – nor have I seen anything to suggest she's been treated differently to how any other customer would be treated in the same circumstances.

Lastly, I note that Miss A has told our Service that she's disputing the current ground rent and service charges being paid by Halifax to her landlord. It's unclear whether Halifax has investigated this part of Miss A's complaint yet, but in any event, this didn't form part of the initial complaint that Miss A has brought to our service, so I've not commented on this in my decision.

In summary, I'm satisfied that the solicitors' fees applied to the mortgage have been charged fairly and in line with the mortgage terms, and I can't see that any should be refunded. I am sorry this isn't the news that Miss A was hoping for. But I hope that this explains why I've reached the conclusions I have.

My final decision

My final decision is that I don't uphold Miss A's complaint against Bank of Scotland plc trading as Halifax.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 20 March 2026.

Arazu Eid
Ombudsman