

The complaint

Mr and Mrs J's complaint relates to a mortgage they had with Santander UK Plc and the repossession of their home. The complaint points they initially asked us to consider are as follows:

1. Santander breached the Bills of Exchange Act.
2. Santander failed to provide proof of the mortgage debt.
3. They issued a promissory note to Santander for the debt, and so repossessing the property was double recovery.
4. Santander's repossession of the property in August 2024 was illegal.
5. The bailiffs used unlawful force during the eviction and did not properly identify themselves.
6. Santander did not provide them with a signed warrant for possession.
7. A data subject access request (DSAR) they made in 2025 was not provided.
8. They were not given access the property to retrieve the possessions they left in the property when it was repossessed.
9. There have been delays in the sale process, which they are concerned will be allowing the property to deteriorate.
10. They are unhappy that Santander responded to their concerns in the form of a final response letter, which they believe means that Santander is not engaging fairly under FCA regulations.

What happened

Mr and Mrs J took out an interest-only mortgage with Santander in 2003, which was due to be repaid in September 2018. As they didn't repay the mortgage, Santander started legal action and a possession order was issued by a court in August 2021. Despite additional time being given to Mr and Mrs J following this, the mortgage was not repaid. In 2024, Santander applied to the court for the possession order to be enforced. The property was repossessed in August 2024.

Mr and Mrs J raised numerous complaints with Santander between 2020 and 2025. In its recent responses of 28 April 2025 and 4 June 2025, it declined to respond to complaint points 1, 2 and 3 as it had already done so in a previous complaint, which had subsequently been referred to this Service in 2023. Complaint points 6, 8 and 9 were rejected. Point 7 was not included in any of Santander's complaint responses, but it provided evidence to us that it had provided documentation to Mr and Mrs J in July 2025 in response to their DSAR.

Mr and Mrs J did not move the majority of their possessions out of the property before the eviction date. Due to the difficulties surrounding the eviction and Mr J's behaviour before, during and after the eviction, Santander was not willing to allow Mr and Mrs J to re-enter the property. However, when they provided a list of some items they wanted, they were retrieved and stored for collection. Mr and Mrs J did not collect those items and this resulted in the contents of the property being destroyed.

Mr and Mrs J asked us to consider their complaint and told us that they did not think the complaint they had submitted to us in 2023 had been resolved and that our investigation at

the time did not adequately address their concerns. They said that recent events had made things considerably worse, so the matter should be reconsidered.

One of our Investigators looked into the complaint and determined that we should only consider complaint points 6 to 10. Mr and Mrs J did not agree with the Investigator's conclusions. They submitted further documentation and explained they considered the court process was illegal and the judge who had issued the possession order had ignored most of their evidence and defence. Mr and Mrs J said they considered the possession order was void. The Investigator considered what Mr and Mrs J said, but she was not persuaded to change her conclusions about what parts of the complaint she would be considering.

Mr and Mrs J said they were seeking legal advice about us excluding parts of the complaint from our consideration and would revert to us on the subject later. In the meantime, they were happy for the Investigator to consider the parts of the complaint she had determined we should. The Investigator went on to do so, but she only recommended that one complaint point be partially upheld.

Santander accepted the Investigator's recommendation.

Mr and Mrs J did not accept the Investigator's findings. They said that they had not received a '*competent*' DSAR that answered their questions, no matter how many times Santander said it had done so. They also reiterated their belief that there was no valid mortgage with Santander and that the repossession was illegal.

As agreement could not be reached, it was decided that the complaint should be referred to an Ombudsman for consideration.

I have separately issued a decision that set out what parts of this complaint that I would be considering the merits of as:

6. Santander did not provide Mr and Mrs J with a signed warrant for possession.
7. A data subject access request (DSAR) Mr and Mrs J made in 2025 was not provided.
8. There was a delay of 21 weeks in Mr and Mrs J being able to access the possessions they left in the property when it was repossessed.
9. There have been delays in the sale process, which Mr and Mrs J are concerned is allowing the property to deteriorate.
10. Mr and Mrs J are unhappy that Santander responded to their concerns in the form of a final response letter, which they believe means that Santander is not engaging fairly under FCA regulations.

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.

Santander did not provide Mr and Mrs J with a signed warrant for possession.

Mr and Mrs J have said that they were not provided with a signed copy of the warrant during the eviction process and, although relating to the warrant being obtained, the documents they have since been provided with are not the signed warrant.

I would apologise for us having incorrectly said that Santander provided Mr and Mrs J with a copy of the signed warrant in June 2025. However, I would also explain that I would not have expected Santander to do so. While a representative of Santander would have been present during the eviction, it was undertaken by the bailiffs that were appointed by the court that issued the warrant. The same bailiffs would have been responsible for producing or showing Mr and Mrs J all relevant documentation and notification relating to the eviction.

It was not for Santander to provide Mr and Mrs J with a copy of the warrant, and I can't find that Santander failed to do something that it should have in this respect.

I note that Mr and Mrs J have said that they contacted the court regarding this matter, and it refused to allow them to inspect the warrant. As we have explained already, we do not interfere or comment on the processes or decisions made by the courts. This issue is something that Mr and Mrs J would need to raise with the courts.

A DSAR Mr and Mrs J made in 2025 was not provided.

There was a considerable amount of contact between Santander, their solicitors and Mr J during 2025. Mr J referenced not having been sent the documents he had requested in relation to issues he had been corresponding with Santander about over the previous years. However, I am satisfied that he did not request a DSAR during 2025 until 30 June. This was responded to on 8 July 2025, which I consider was an entirely reasonable amount of time.

While Mr and Mrs J are unhappy that certain documents were not provided, Santander has already responded to their concerns about this issue. Quite simply, if a document no longer exists, it can't be provided as part of a DSAR. I would also confirm that a financial business is required to keep records during the time of the agreement and for a time afterwards, but that doesn't mean it has to keep hard copy or images of actual documents.

There was a delay of 21 weeks in Mr and Mrs J being able to access the possessions they left in the property when it was repossessed.

Santander's solicitors notified Mr and Mrs J of the eviction date on 9 August 2024. It told them that they should vacate the property by that date and remove their possessions. The bailiffs appointed by the court would also have informed them of the eviction date at least 14 days in advance. Mr and Mrs J chose not to remove their possessions from the property. I understand that Mr and Mrs J didn't think that the eviction should be happening, but they were told it would happen and when, so they could have chosen to remove their belongings.

Following an eviction, it would be usual for the borrowers to be allowed access to the property, under supervision, to remove items. However, in this case, Santander decided that should not happen due to Mr J's behaviour before, during and after the eviction. Quite simply it was not sure that it would be safe for whoever would be supervising any visit and that Mr J would not attempt to re-occupy the property if he gained access. Subsequently, Mr J's behaviour to the contractors involved with the property was reported as aggressive, and again this caused Santander to be concerned for the safety of representatives of those companies if they were required to escort Mr and Mrs J at the property.

I know that Mr and Mrs J will not agree with me, but I don't consider those concerns were unreasonable or that Santander declining to allow Mr and Mrs J back into the property was inappropriate.

While Santander would not allow Mr and Mrs J access to the property to collect items, it did offer to have the items they wanted moved to another location for collection. This process took longer than would normally be expected, even taking into account the difficulties of the situation. Mr and Mrs J then stated that they would not collect the items as they would be charged for the attendance of a member of staff from the contractor to give them access. It is normal that a borrower will be charged all of the costs associated with the repossession of their property, its clearance and then sale. So there was nothing wrong with Santander proposing to charge Mr and Mrs J for the cost of providing someone to facilitate the collection of their possessions or that the charge would be set for half a day of that contractor's time. Mr and Mrs J have said the contractor only needed to be there for five minutes and that charging for half a day was unreasonable. I don't consider that it would have been unreasonable for a half-day of time to be charged for, as the contractor would need to travel to and from the storage site, open up the storage, wait while Mr and Mrs J took their possessions and then lock up again afterwards.

I am also satisfied that following Mr and Mrs J choosing not to remove their possessions before the eviction or collect them afterwards, it was not unreasonable for these items to be disposed of. It is a normal part of the sale of a property in possession that it needs to be cleared before it can be sold, and if the owners of the contents choose not to remove them, they will be disposed of. I also don't think that if the items Mr and Mrs J had asked for had been placed in storage earlier than they were, the outcome would have been any different. I say this as the reason for them not collecting their items would also have applied at an earlier date – the costs associated with it. Overall, I can't find that Santander did anything wrong in eventually disposing of Mr and Mrs J's possessions and so it doesn't need to compensate them for the cost of replacing them.

That said the delay in them being able to access their possessions clearly annoyed Mr and Mrs J and caused them inconvenience. In light of this, the Investigator suggested that Santander pay them £200 compensation. I have thought about this issue and I consider that sum to be appropriate and proportionate in the circumstances.

There have been delays in the sale process, which Mr and Mrs J are concerned is allowing the property to deteriorate.

Following Mr and Mrs J's property being taken into possession, they appealed this action with the courts. It was not until April 2025 that the appeals process ended, so it was reasonable that Santander paused any action to sell the property until that point, in the event the appeal succeeded.

When a property in possession is to be sold, the lender would be expected to arrange for independent appraisals of the property to be undertaken to establish the likely value of the property and a marketing price. It would be usual for at least two appraisals to be undertaken; one by an estate agent or similar and one by a RICS qualified valuer. Santander did not follow the standard approach in this case, based on a recommendation from the property management company – it was told that due to the situation created by Mr J's behaviour, it would be difficult to market the property in the traditional way, and the property should be sent to auction. I don't think it was unreasonable for Santander to accept that recommendation in the circumstances.

As such, an appraisal was completed by the auction house that would be selling the property. This concluded that the property needed some updating and if that had been done,

it could have reached a price of up to £500,000. However, in the condition it was in, and with the potential issues caused by Mr and Mrs J continuing to dispute the repossession, a guide price of £299,000 was recommended with an expected sale value of slightly more than that. It was reasonable for Santander to accept that advice and the property was placed into an auction in May 2025 on that basis. However, by that time Mr and Mrs J had raised their complaint with this Service and Santander decided to put the sale on hold again awaiting the outcome of the complaint. Again, that decision was not unreasonable.

When the property was taken into possession, Santander arranged for some precautions to be taken to reduce the chance of it becoming damaged due to it being unoccupied. This involved turning off the water supply and draining down the water and heating systems, and turning off the electrical supply. Any potentially dangerous or perishable items were also removed from the property, and precautions were taken to reduce the potential for the property to be broken into. I would not have expected Santander to do more.

I am aware that Mr and Mrs J have said that the precautions Santander has taken to ensure the property is not broken into will have a detrimental effect on any sale price received. I can understand why they think that and why they would like the shuttering removed. However, as I have already said, I don't consider the precautions to reduce the risk of the property being broken into were unreasonable and it doesn't appear that that risk has ended. So I am satisfied that Santander was entitled to leave the security precautions in place after Mr and Mrs J raised this issue with them. That said, Santander will be aiming to achieve the best price as possible for the property, so I am sure that if it in the future considers the risk has reduced to an acceptable level it will think about whether it should make changes to the security arrangements.

Mr and Mrs J are concerned that the property is not being monitored and that it will be deteriorating due to unoccupancy. The information I have available does indicate that the property is being checked upon periodically, and that's all we would expect to happen unless there was a problem. It is also possible that the property being empty has had an impact on its condition, but no evidence of such deterioration has been provided or that the sale value of the property has been impacted. I would also highlight that the delay in the sale of the property is not due to errors on the part of Santander, but rather due to the legal action Mr and Mrs J took and this complaint. I am not persuaded that Santander needs to do anything more with regard to the property at this time.

Mr and Mrs J are unhappy that Santander responded to their concerns in the form of a final response letter, which they believe means that Santander is not engaging fairly under FCA regulations.

Although this has not been part of Mr and Mrs J's complaint to Santander, I will respond to it here. A financial business is required by the Regulator to consider an expression of dissatisfaction by a customer as a complaint. So it was entirely appropriate for Santander to treat Mr J's comments about his unhappiness and dissatisfaction with Santander and its actions as complaints.

My final decision

My final decision is that I uphold this complaint in part. I consider that there were unreasonable delays in Santander UK Plc putting in place arrangements for Mr and Mrs J to access their possessions. As such, it should pay them £200 for the frustration and inconvenience this caused them. I make no further award.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs J to

accept or reject my decision before 2 April 2026.

Derry Baxter
Ombudsman