

## **The complaint**

Ms G is unhappy with delays caused by Lenvi Servicing Limited when she was trying to redeem her Help to Buy (HTB) loan. She says she has suffered losses of more than £20,000.

Ms G is being represented on this complaint but for ease, I will refer to Ms G throughout.

## **What happened**

Ms G contacted Lenvi on 21 January 2025 to ask for instructions on how to fully redeem her HTB loan. It was explained to Ms G that she would need to provide certain documents in order to start the process.

On 19 March 2025, Ms G contacts Lenvi to confirm she has submitted the valuation report and she would send in the application form and proof of funds the following day. Ms G and her husband, on separate occasions called Lenvi to obtain an update only to be told by Lenvi that certain documents still hadn't been submitted to them. The application form was submitted on 19 May 2025 which left less than one month remaining on the valuation report.

Ms G's husband contacted Lenvi several times asking for the valuation report deadline to be extended but Lenvi explained they could not do this – again reminding Ms G's husband what was outstanding.

Ms G sent a new valuation on 15 July 2025 which was dated 20 June 2025 along with a completed application form.

On 16 July 2025, an email was sent to Ms G letting her know that the administration fee was still outstanding as was the proof of funds. It was explained that once these were submitted, they could get the valuation approved.

On 21 July 2025 a different agent checked the valuation report and rejected it as it was missing the sold date of one of the properties which was needed. An amended valuation report was received by Lenvi on 25 July 2025.

Ms G called again on 30 July 2025 to ask if the valuation had been approved and it was explained that their name was not on there which it needed to be. This was submitted on 1 August 2025. On 4 August 2025, Ms G contacted Lenvi to find out if the valuation was acceptable and the agent advised that as the property value had decreased by 10%, it had to be referred for approval. But it was explained that in order to do so, they still needed proof of funds. The valuation was approved on 7 August 2025 and an indicative quote was sent to Ms G's solicitors.

On 27 August 2025, Ms G sent an email to Lenvi confirming that the solicitor was unable to provide a letter confirming source of funds until a redemption quote was sent. An email response was sent the day after confirming the redemption quote and legal pack had been sent to the solicitor on 12 August 2025. The email confirmed that Lenvi was waiting on the letter of undertaking from Ms G's solicitor along with the PDF bank statement containing redemption funds.

Lenvi have said that they have not had any contact with Ms G since 20 August 2025 and the valuation expired on 19 September 2025. They said if the redemption was to continue, then a desktop valuation would need to be carried out.

Lenvi accepted there were some delays in their communication with Ms G so they offered to pay £300 for the inconvenience caused along with the valuation fee refund of £500. Ms G wasn't happy with this so she brought the complaint to the Financial Ombudsman Service where it was looked at by one of our investigators. The investigator thought that what Lenvi had offered was fair as she noted that Ms G hadn't provided all the necessary information that Lenvi had asked for, which was the reason for the majority of the delay.

Ms G disagreed. She said she has suffered over £20,000 of losses as a direct result of Lenvi's process and attitude. She said their process is unfit for purpose. She said £300 is only 1.5% of her estimated loss and is not acceptable and has suffered for over a year in trying to get this sorted out.

As Ms G disagreed with the investigator, she asked for the complaint to be reviewed by an Ombudsman, so it's been passed to me to decide.

### **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.

Having done so, I agree with the outcome that has been reached by the investigator for largely the same reasons.

While Ms G is unhappy with Lenvi's process for the redemption of the HTB loan, it is their process which is clear in the terms and conditions.

They let Ms G know on 21 January 2025 that in order to start the process to fully redeem the HTB loan she needed to submit a completed application form, the direct debit payments on the account had to be up to date, a valuation completed by a Royal Institution of Chartered Surveyors (RICS) surveyor and a payment of £200 for the administration fee.

While Ms G sent in the valuation on 19 March 2025, she hadn't yet sent in the application form. And I can see that when she contacted Lenvi on this date, they also let her know they required proof of funds for the redemption.

I can see that Ms G and her husband contacted Lenvi asking for an update several times after this date and were told what was outstanding. It wasn't until 19 May 2025 that the application form was submitted. But by this date, the valuation only had just under one month left before it expired. This wasn't down to Lenvi because they made it clear in January 2025 what they required. Ms G asked if the valuation could be extended but was told it could not be but Lenvi did explain that if the documents outstanding were submitted, they could still possibly get it all done before the valuation expired.

There were several calls made after this by Ms G's husband who wasn't happy with the situation as he didn't believe that the redemption process would be completed by the valuation date and kept asking for it to be extended. The valuation was due to expire on 17 June 2025. It was explained again that it couldn't be extended and that if the remaining documents were sent – they would expedite the process. I don't think there was anything wrong with what Lenvi were saying here. They made it clear from the outset what was required and some of the information that Lenvi required still hadn't been sent to them. They didn't ask for anything that they should not have asked for.

Ms G's husband asked for the process to be cancelled which was done on 11 June 2025.

A new valuation was sent on 15 July 2025. The following day an email was sent asking for the fee to be paid along with proof of funds and Lenvi did make an error here by confirming the valuation had been accepted – which it hadn't. When it was checked on 21 July 2025, Lenvi found that the sold date was missing for one of the comparable properties and asked for this to be amended which was done on 25 July 2025.

I can see that Ms G contacted Lenvi on 30 July 2025 asking if the valuation was approved and she was told that her name was missing and needed to be included. This was done on 4 August 2025 but Lenvi explained that the property value had decreased by 10% so it needed to be referred. This was approved on 7 August 2025.

The legal pack and redemption quote was sent to the solicitor on 12 August 2025 but Lenvi have explained that they've not had any contact with Ms G since 20 August 2025 – so I'm unsure what has happened since then.

Looking at the timeline of events, while I accept that Lenvi did cause some minor delays due to not communicating issues with the valuation as quickly as they could have and also letting Ms G know the valuation was approved on 16 July 2025 when it hadn't – I am not persuaded that the majority of the delays are caused by them.

It was made clear to Ms G in January 2025 what the process was and what she needed to submit in order to get the ball rolling for redemption. But she didn't send the application form in until May 2025 which meant the valuation only had around four weeks before it was due to expire. Lenvi were still asking for the administration fee and proof of redemption funds on 17 July 2025.

I understand the process ceased on 11 June 2025 after Ms G's husband told them to stop it, but looking at what happened once all the documents had been received, it's highly likely that the redemption would have gone through by 17 June 2025 had Ms G of submitted what was required and paid the fee.

Lenvi sent the valuation for approval immediately and it was approved after three days. It wasn't their fault that the valuation had some errors on it and it wasn't unreasonable for them to ask for it to be amended.

I think the £300 offered by Lenvi for the error they made in saying the valuation was accepted when it wasn't and the minor delays encountered is fair and reasonable in the circumstances of this complaint. I also think it's fair that they offered to refund the valuation fee of £500. This isn't necessarily something that we would have told Lenvi to do in this situation but reasonable for Lenvi to have offered this.

While I understand that Ms G will be disappointed with my decision and that she expects much more compensation due to the losses she has said she has incurred, I'm satisfied that the majority of the delays were not down to Lenvi.

### **My final decision**

For the reasons given above, I think what Lenvi Servicing Limited have offered is fair and reasonable in the circumstances of this complaint.

They should pay Ms G £300 for the distress and inconvenience caused and £500 for the refund of the valuation if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or

reject my decision before 12 May 2026.

Maria Drury  
**Ombudsman**