

The complaint

Mr A complains that Kensington Mortgage Company Limited trading as Acenden informed his ex-wife that it had cancelled a planned eviction.

What happened

Mr A took a mortgage of approximately £240,000 in 2007. The mortgage book of the lender was subsequently transferred to the current lender, and this mortgage is now administered by Acenden. Mr A's mortgage account fell into arrears and, currently, his ex-wife lives in the mortgaged property.

Mr A says a possession order was made by a court in April 2024. He then agreed a plan with Acenden which would allow him time after it evicted his ex-wife to refurbish the property and sell it. He says the plan was crucial because his ex-wife has a 'Home Rights Notice' and his proposed sale of the property was being obstructed by her living there.

Mr A complained to Acenden. In its final response letter dated 18 September 2025, Acenden said Mr A's ex-wife needed to be made aware of the eviction cancellation because the Home Rights Notice gave her matrimonial home rights. And it said it cancelled the eviction because Mr A told them he was selling the property.

Dissatisfied with Acenden's response, Mr A asked us to consider his complaint. Our investigator said he didn't think it was unreasonable for Acenden to inform Mr A's ex-wife of the eviction cancellation and he didn't think anything Acenden had said amounted to a commitment that it wouldn't inform her.

Mr A disagreed. He said he had an agreement with Acenden that it would cancel the eviction to allow him to refurbish the property, sell it and then repay the mortgage. He said the home rights notice doesn't mean Acenden should have disclosed the confidential cancellation to a third party. And Acenden's actions caused his plan to fail because his ex-wife did not move out of the property.

As Mr A disagreed with our investigator, his complaint has 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.

To decide Mr A's complaint, I've thought about whether Acenden informing Mr A's ex-wife of the cancellation of the eviction was fair and reasonable in all the circumstances.

I've read all of the information Mr A has provided us – he's explained a lot about his circumstances with his ex-wife and how that has led to the situation he now finds himself in and matters central to this complaint. Based on what he's told us, I understand that his circumstances are very challenging, and they do explain why he didn't want Acenden to share information about the eviction cancellation with his ex-wife.

However, it's important to be clear about what it was that Mr A was asking Acendon to do in not informing his ex-wife of the eviction cancellation. My interpretation is that he wanted his ex-wife to be falsely of the understanding that she would be evicted from her home so that she would leave it.

It isn't my role to make a judgement about the ethics of Mr A's plan. But he is asking us to decide whether it was fair and reasonable for Acendon to choose not to deceive his ex-wife. I understand an argument could be made that not informing a person of a fact does not amount to active deception. But I cannot think of a scenario where I would be inclined to find that a lender opting not to deceive – be that actively or passively – was unfair or unreasonable.

That said, I do want to examine two points that Mr A has raised – both intrinsically linked to each other and the crux of Mr A's complaint.

Mr A says that, under a home rights notice, no rule exists that says the occupier of the property needs to be informed of the cancellation of an eviction. And he says Acenden's agreement to not share any of his personal information with his ex-wife led to a false expectation that he would be able to proceed with his plan to renovate the property for sale and repay the mortgage.

I would confirm that Acenden has provided us with a copy of the home rights notice in question. The document itself doesn't give any details of what is expected under the notice. The protections under the notice come from the Family Law Act 1996. Available sources of information (solicitor's and charity websites) appear to agree the main effects of a home rights notice are "to:

- *Protect your rights to occupy your matrimonial or civil partnership home.*
- *Prevent your former spouse from selling, transferring, or remortgaging your marital home without your knowledge or consent."*

Mr A has said neither Acenden nor our investigator has shown him any law forcing Acenden to inform his ex-wife of the eviction cancellation. But I don't need to see any such law to decide his complaint. Instead, in deciding what's fair and reasonable, I've considered whether Acenden acted within the spirit of the notice and the law that stands behind it. In other words, were Acenden's actions in line with the aim of the notice – to protect his ex-wife from losing her home without knowledge or consent.

Mr A's ex-wife would have lost her home forcibly if eviction had proceeded as planned. I think the notice was there to protect her from that eventuality, where possible. So, I think the cancellation of the eviction was knowledge without which she would unfairly – in the spirit of the applicable law – have lost her home. That means I must conclude that Acenden's action to inform her of the eviction cancellation was in the spirit of the law and, therefore, fair and reasonable.

Mr A has said that Acenden placed a "*formal note*" on his account which was a response to his specific request that his ex-wife not be involved. And, in response, Acenden wrote to him confirming:

"I have also made a record on your account that you do not give permission for your ex-wife to discuss the account even if you authorise it."

I think, having provided Mr A with the above confirmation, it would have been a reasonable expectation from Mr A that Acenden did not share information about Mr A's mortgage account (or any other 'account', should one exist) with his ex-wife. But I don't think Acenden did share account information with Mr A's ex-wife – at least not at the time central to his complaint. That's because I don't think confirmation of the cancellation of the eviction – in practice, her removal from the home – amounts to information about the account. Instead, it was about a matter which was impactful to her personally, albeit that I also recognise the impact that had on Mr A.

While I accept the impact Acenden's action had on Mr A, I think, given that it acted fairly and reasonably, the correct outcome in the spirit of the law was that Mr A's ex-wife didn't lose her home at that time. So, the impact on Mr A was inevitable. And while I think it was reasonable for Mr A to expect Acenden not to disclose information about his account to his ex-wife, I don't think it was a reasonable expectation for it not to inform her of the eviction cancellation, based on what it told him.

I've also considered what Mr A has told us about his vulnerabilities. While I can see that his vulnerabilities may have made Acenden's action more impactful on him, I don't think its action was unfair or unreasonable. And, given the nature of its action, as discussed above, I don't think Mr A's vulnerabilities ought to have led Acenden not to inform his ex-wife about the eviction cancellation.

Overall, I don't think Acenden acted unfairly or unreasonably by informing Mr A's ex-wife of the eviction cancellation or that it misled him into thinking it wouldn't do so.

My final decision

I don't uphold Mr A's complaint about Kensington Mortgage Company Limited trading as Acenden.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 May 2026.

Gavin Cook
Ombudsman