

The complaint

This complaint is about a buy-to-let (BTL) mortgage that Miss N holds with Santander UK Plc. It's the second of two complaints Miss N has brought to us, both of which relate to how Santander has treated Miss N since she fell into arrears on the mortgage. There are several broad strands to this follow-up complaint, which I summarise below:

1. Santander delaying sending Miss N recordings of phone calls that took place between it and her;
2. Santander increasing the monthly instalment effective from January 2026;
3. the actions of Receivers appointed by Santander under the Law of Property Act 1925 to manage the mortgage, which include making direct contact with Miss N's tenant and retaining all of the rental income received; and
4. Santander adding the Receivers' costs to the mortgage account.

I won't be revisiting the first complaint here; any mention I make of it will be for context only.

What happened

The basic background to this complaint is well known to both parties so I won't repeat the details here. Our decisions are published, and it's important that I don't include any information that might result in Miss N being identified.

Instead I'll focus on my decision and the reasons for it. No discourtesy or lack of care is intended by that. It's simply a reflection of the informal service we provide, and 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. This approach is consistent with what our enabling legislation requires of me.

It allows me to focus on the issues on which I consider a fair outcome will turn, and not be side-tracked by matters which, although presented as material, are, in my opinion peripheral or, in some instances, have little or no impact on the broader outcome.

Our Investigator explained to Miss N that she couldn't look into point 3 above, as the Receivers were acting for Miss N rather than Santander, and the available evidence didn't suggest Santander was directing or influencing their actions. On points 2 and 4, the Investigator didn't think Santander had treated Miss N unfairly, whilst on point 1, she thought Santander had made a mistake but then put it right. Miss N asked for the case to be reviewed 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.

Where there's a dispute about what happened, and the available evidence is contradictory and/or incomplete, we reach our conclusions on what is most likely to have happened on the balance of probabilities. That's broadly consistent with the test used by the courts in civil cases.

It's for us, rather than the parties to the dispute, to decide what evidence we need to reach a fair outcome. It's also for us to assess the reliability of evidence, from both sides, and decide how much weight should be attached to it. When doing that, we don't just consider individual pieces of evidence in isolation. We consider everything together to form a broader opinion on the whole picture.

We reconsider jurisdiction at every stage of our case-handling process. The first point to make is to echo what the Investigator said in her view of this complaint, and indeed which I said in my final decision on the first complaint.

That is, that I can't consider point 3 of this follow-up complaint, about the fairness or otherwise of the actions taken by the Receivers since they were appointed, the fees they have charged for the work they've carried out, or the impact on Miss N (or her tenant) of the Receivers' decisions.

The Receivers, once appointed, act for Miss N, not Santander. There's nothing in the evidence provided that leads me to conclude that Santander was or is controlling or influencing the Receivers since the appointment was made. The rules of the Financial Ombudsman Service don't permit me to consider the acts or omissions of a firm of Receivers acting for a complainant. So that leaves points 1, 2 and 4, which I deal with next.

Santander delayed sending Miss N recordings of phone calls that took place between it and her

I don't need to make a finding of fault here; Santander has accepted it took too long to provide Miss N with the call recordings. It's apologised, and paid her £50 compensation for her time and trouble. Overall, I think that's fair; whilst annoying and frustrating, I'm not persuaded the delay caused Miss N any lasting harm.

I'm aware Miss N has misgivings about the content of the calls, including a suspicion that they may have been altered in some way. That's not actually part of the complaint I'm looking at; it's an opinion Miss N has expressed since listening to the recordings. If Miss N genuinely believes that recordings have been altered, and has evidence to corroborate her belief, she'd need to raise that with Santander as a new complaint.

Santander increasing the monthly instalment effective from January 2026

I've no doubt the letter of 18 December 2025 informing Miss N of the increase was unwelcome news. But the test I have to apply is whether it was *unfair*, and in all the circumstances, I'm not persuaded it was. The addition of Receivers' fees (the fairness of which I'll address shortly) had increased the total mortgage balance on which interest is charged. With more interest being charged, which wasn't unfair in itself, it's an unavoidable consequence that the monthly instalment would need to rise to cover the additional interest.

Santander added the Receivers' costs to the mortgage account

I've already found, in my final decision on the first complaint, that Santander was justified in appointing the Receivers. What I've done here is consider whether it is fair or Santander to add the Receivers' fees to the mortgage balance.

It's something a lender is allowed to do; it's provided for in the terms of the loan contract. So, I'm satisfied Santander has the right to add the Receivers' costs to the debt. As to whether it is fair of Santander to do so, I think it is. Aside from being permitted contractually, it's normal

industry practice for such costs to be paid by the borrower, and there's nothing in the circumstances of Miss N's particular case to suggest anything different should happen.

My final decision

My final decision is that I don't uphold this complaint.

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 N to accept or reject my decision before 25 May 2026.

Jeff Parrington

Ombudsman