

complaint

Mrs P complains that Nationwide Building Society ("Nationwide") has not paid money into her account despite her ex-tenant asking it to do so. She says that Nationwide admitted that it had made a mistake but it has refused to pay her the money.

Mr P represents Mrs P in her complaint. However, to keep things simple I've referred to all communications from Mr P as coming from Mrs P.

our initial conclusions

Our adjudicator didn't recommend that the complaint should be upheld.

Nationwide accepted this recommendation but Mrs P didn't and asked that an ombudsman take a fresh look at the complaint.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've finished reviewing Mrs P's complaint. I'm not upholding it and I explain why this is below.

did Nationwide make a mistake?

From what I've seen, the ex-tenant of Mrs P asked Nationwide to make a payment to her bank account with another provider. But the payment was not credited to Mrs P's account it went to another unrelated account. Mrs P says that an employee of Nationwide told her during a phone call that it had been at fault. However, that call recording is not available so, I cannot be certain what was actually discussed during that call.

I realise that Mrs P finds this unsatisfactory. She has asked us to contact Nationwide and "demand" it identify the person "A" with whom Mrs P had the call. And then get A to sign a statement of what he said. But that would not help her case. Because even if A said Nationwide was at fault, that's clearly no longer its stance. So they'd be no point in getting A's versions of events.

what was Nationwide required to do?

Nationwide has already told Mrs P that in circumstances like these it would look to pay the money back to the person who made the payment. That is it would return the money to the ex-tenant. Mrs P seems to have asked Nationwide to freeze the ex-tenant's account but I don't think she has any authority to ask Nationwide to do so. And based on what it has told us I don't think this would be a fair and reasonable approach.

As I see it, if Mrs P has not received the money from her ex-tenant, the ex-tenant agrees she owes Mrs P the money. Then it is a civil matter between Mrs P and her ex-tenant. Not between Mrs P and Nationwide.

From the information available to me, I am satisfied that Nationwide does not need to do any more. It has already offered £125 compensation to Mrs P for the way it handled Mrs P's complaint. I consider this to be appropriate in the circumstances of this case.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 4 January 2015.

Joyce Gordon
ombudsman