

complaint

Mr G complains that Yorkshire Building Society (trading as Norwich & Peterborough Building Society) ("N&P") refuses to consider transferring buy to let mortgages he took out some years ago into joint names with his wife. To resolve this complaint Mr G says he wants N&P to honour its obligation to allow him to do this. And Mr G relies on the fact that his original documentation refers to a transfer of equity fee.

background

N&P no longer provides buy to let mortgages and it told Mr G that in 2014 it decided not to add any other party to existing buy-to-let mortgages.

Our adjudicator didn't recommend upholding the complaint. She couldn't see anything to show that Mr G was entitled to transfer equity by adding his wife onto the mortgages. So her view was that N&P wasn't under any obligation to do this. And she felt in the circumstances that N&P was entitled to make a commercial business decision not to amend existing buy-to-let accounts. Overall, she came to the conclusion that N&P hadn't done anything wrong and hadn't acted unfairly or unreasonably.

Mr G disagrees. He's made the following points (I've summarised these):

- (i) when mortgages were taken out, the option existed of transferring equity (for a fee)
- (ii) N&P unilaterally changed the contract by removing this option
- (iii) Current terms and conditions don't affect what they were when the mortgages were taken out.

Mr G says if the adjudicator's reasoning is followed, then N&P could make any changes to the contract and he wouldn't be able to challenge them – and that can't be right. He wants an ombudsman to review what's happened. So this complaint has been passed to me.

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 can understand why this is a frustrating situation for Mr G. But I can't fairly say that N&P's decision amounts to a unilateral variation of its contract terms. And I've come to the same conclusions as our adjudicator.

Here's why I say this.

I've read carefully through Mr G's mortgage paperwork – including his mortgage offers and the terms and conditions that applied when he took out his various buy-to-let mortgages.

Like the adjudicator, I can't see anything that says Mr G ever had any *right* to add his wife on to mortgages taken out in his sole name. It's simply the case that up to 2014, this might've been an *option* (for a fee) *if* he'd applied to N&P to do this *and* it had agreed.

After Mr G took out his buy-to-let mortgages, N&P changed its policy and stopped offering new buy-to-let mortgages. I don't think it's unfair or unreasonable that it made the decision in 2014 not to add anyone new onto existing buy-to-let mortgages either.

So I'm not persuaded this is a complaint I can fairly and reasonably uphold.

I can see that it took N&P longer than Mr G might reasonably have expected to deal with his complaint about this. But I find that the £50 cheque it sent him by way of an apology is fair compensation for this.

my final decision

For these reasons, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 15 February 2016.

Susan Webb
ombudsman