

## **complaint**

Mr and Mrs W complain that Bank of Scotland plc (BoS) have failed to return and lost the title deeds to their property. This has resulted in them having to pay £796 for replacement deeds.

## **background**

Mr and Mrs W repaid their mortgage in August 1997, but believed they'd converted it to a deed store mortgage at the same time. They say that the title deeds to their property were left with BoS for safekeeping, but when they asked BoS to return them in 2016 they weren't able to find them.

Mr and Mrs W complained to BoS who looked into the matter. BoS said that their records showed that Mr and Mrs W's mortgage had been fully repaid and the closing statement would have confirmed this. As it was their usual practice for title deeds to be returned when a mortgage was repaid, they felt this is likely to be what happened.

Unhappy with BoS' response, Mr and Mrs W referred their complaint to our service.

In summary, Mr W told us that when he went into a branch (then Halifax) in 1997 to repay the mortgage the person he spoke to told him that they would keep the deeds for safekeeping for £1.00. He agreed to this and believed this is what had been arranged.

Our investigator reviewed the matter. He noted that a requirement for a deed store mortgage was to have a remaining mortgage balance of between £1.00 to £125.00. As Mr and Mrs W's mortgage had been fully repaid, he didn't think a deed store mortgage had been arranged for them. Because of this he didn't think it was fair to hold BoS responsible for the continued safekeeping of the deeds.

Mr and Mrs W remain unhappy that they've had to pay £796 for first registration of their title to the property, which they are asking BoS to reimburse. As agreement hasn't been reached on the matter, it's been referred to me for review.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I've taken into account Mr W's recollections of what was discussed and arranged when he visited the branch in 1997 and I don't doubt that Mr W thought an arrangement had been made for the deeds to be left with BoS for safekeeping.

Due to the amount of time that's passed, BoS no longer have a record of the contact notes. But they have said that in order for Mr and Mrs W's mortgage to have been converted to a deed store mortgage they would have needed to have left a balance of between £1.00 to £125.00 in their mortgage account.

BoS have provided records to show that in August 1997 they received a final payment of £683.65 which fully repaid Mr and Mrs W's mortgage. So it does look like Mr W repaid the

full amount, leaving no balance outstanding. I've noted Mr W's comment that it was possible that he paid the person he'd spoken to in the branch £1 to credit the account, but there's no record of this payment being made.

As this happened 20 years ago it's difficult to know exactly what was discussed and agreed when Mr W visited the branch. But based on the information available to me, I'm persuaded that the mortgage was fully repaid at that time. As there was no balance remaining in the mortgage account, I don't think it's likely that Mr and Mrs W's mortgage was converted to a deed store mortgage. If it had been, I'd have expected there to be a record of it. The absence of any record of a deed store mortgage leads me to conclude, on balance, that it's more likely than not that the deeds were released to Mr and Mrs W when the mortgage was redeemed.

I do understand Mr and Mrs W's strength of feeling. But based on the above, I can't hold BoS responsible for the cost of registering the title to the property.

I've also noted that BoS accepted that it took them three weeks to look into whether they had Mr and Mrs W's deeds and has offered £80 for the inconvenience caused to them. I will now leave it to Mr and Mrs W to decide whether to accept the £80 offered by BoS.

### **my final decision**

For the reasons outlined above I don't uphold Mr and Mrs W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs W to accept or reject my decision before 26 May 2017.

Michelle Griffiths  
**ombudsman**