

## **complaint**

Mr and Mrs S have complained that Cheltenham & Gloucester Plc (C&G) lost the title deeds to their property. They are asking C&G to find the deeds and compensate them for the trouble and upset they've been caused.

## **background**

Our investigator noted C&G had paid £200 compensation to Mr and Mrs S for any trouble and upset they had been caused in relation to the overall handling of the redemption of their mortgage. She thought this was fair and reasonable. Mr and Mrs S disagreed and asked that their case be passed to an ombudsman for a final review.

In summary they say that the £200 compensation only goes as far as recognising the difficulties they'd experienced in paying off their mortgage. But it didn't address the issue of what C&G did with the deeds or compensate them for the trouble and upset they'd been put to in relation to the missing deeds and dealing with this matter.

Mr and Mrs S maintained C&G were responsible for losing their deeds and the documentation C&G had recently provided didn't prove the deeds had been returned, despite its assertion.

For clarity, as Mr and Mrs S no longer dispute the redemption figure, my decision won't be dealing with that matter.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr and Mrs S have made a number of detailed points, which I have read and considered. I hope the fact that I do not respond in a similar manner here will not be taken as a discourtesy; as an informal dispute resolution service, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it is not necessary for me to respond to every point made, but to concentrate on the crux of the issue.

C&G have maintained they wouldn't have kept the deeds. They've referred to an entry which they say suggests they received the deeds on 12 February 2009 but that they then returned these on 18 February 2009. Mr and Mrs S say this couldn't have been the case as they received a letter from C&G the same day, enclosing *only* a copy of their lease.

In truth, it's not entirely clear what happened to the documents C&G received. But having said that, I'm not sure it has a bearing on the outcome of Mr and Mrs S complaint. I know Mr and Mrs S will disagree, so it might be helpful for me to give some background about what is meant by title 'deeds' and what's been the situation for some time now, insofar as these documents are concerned.

Since the late 1980s and early 1990s mortgage lenders would tell solicitors not to send the pre-registration documents, as they didn't need them as evidence of title to the property. To borrowers, this usually means all the old historic pre-registration deeds and documents. To a mortgage lender, on registered land (and before the register was entirely electronic) 'deeds' meant the Charge Certificate and the Mortgage Deed. So deeds' means just the

Land Registry Certificate which contains all the information required about the title to the property, and any mortgage deed. When Mr and Mrs S first raised their query about the deeds, I can see there was a delay in C&G responding. But C&G did then point them to the Land Registry for the relevant information in April 2016.

Mr and Mrs S have raised doubts about whether C&G actually wrote to them on 7 April 2016 – they've received a summary of what the letter would've said. But looking at C&G's other letter of 4 April 2016 I can see this letter already contained much of the same information about the Land Registry. So all in all, I don't think the other letter caused them any difficulties or this stopped Mr and Mrs S from contacting the Land Registry. And had they checked with the Land Registry, Mr and Mrs S would've seen it held electronic copies of the key documents.

Mr and Mrs S have said their solicitors shouldn't have been involved in the search for the deeds. But I don't think C&G deliberately set out to cause Mr and Mrs S any problems. I think they were genuinely trying to find out what happened in an attempt to sort things out.

Mr and Mrs S have also expressed some concerns about some of C&G's correspondence. They've indicated it's difficult to understand and poorly constructed. I've thought about what they've said but I don't agree. I'm satisfied the relevant points C&G made are clear.

C&G has paid Mr and Mrs S £200 compensation for any trouble and upset they have been caused in respect of the overall service they've received. Looking at everything, I'm not going to ask C&G to do anymore as had Mr and Mrs S approached the Land Registry when C&G told them to, I think any concerns they may have had would've been allayed.

### **my final decision**

For the reasons set out above, my final decision is that I do not uphold this complaint, in the sense that, a fair and reasonable payment has already been made by Cheltenham & Gloucester Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 22 May 2017.

Sarita Taylor  
**ombudsman**