

complaint

Mr H complains that Barclays Bank Plc hasn't returned the deeds to his house. He asks that it returns the title deeds and other documents related to his property or pays compensation.

background

Mr H repaid his mortgage with Barclays in 2009. He says Barclays failed to remove its entries at the Land Registry until he contacted it in 2017. Mr H also asked Barclays to return his title deeds and other documents. Barclays says it's returned the documents it had.

Mr H says he wants Barclays to return his title deeds or, alternatively, pay substantial compensation. He said the documents sent to Barclays would have included searches undertaken by his solicitor and planning consents. Mr H suggested Barclays should pay £500 compensation for the worry and considerable inconvenience this has caused.

Our investigator didn't recommend that the complaint should be upheld. He said:

- Mr H bought his house in 2001. He repaid his mortgage without using a solicitor in 2009. At that time, Barclays didn't automatically release its charge and return title deeds unless the customer requested this and a solicitor was involved.
- Barclays sent Mr H title information documents in 2017. It says it has no other documents in storage for Mr H.
- Barclays obtained title information from the Land Registry. This confirmed that the title to Mr H's house had been in electronic (rather than paper) form since 2003.
- Barclays paid £450 compensation to Mr H in 2017. The investigator said this was fair and he didn't recommend asking Barclays to do more.

Mr H didn't agree. He wants Barclays to return his paper title deeds and documents, which he says were provided to it in relation to his house purchase and mortgage. He said this service should formally communicate with his solicitor to obtain her confirmation that she sent the title deeds and documents to Barclays in 2001. He said due to the passage of time, his solicitor no longer has a correspondence file for the purchase.

Mr H said the compensation paid by Barclays in 2017 was for it failing to remove its charge from the land registry when he repaid the mortgage.

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.

The Land Registry stopped issuing title documents in paper form in 2003. Mr H bought his house and took out the mortgage with Barclays before this. Mr H provided a copy of a letter from his solicitor from July 2001 which said "*on completion of your registration your Deeds will be sent to Woolwich Building Society for their safe keeping as mortgagees*".

Barclays' records say Mr H's deeds were put into storage in 2004. These were removed and sent to Mr H in 2017. Barclays says the only document in storage was the title information document. Mr H says that Barclays has deeds and other documents related to his purchase.

Unfortunately, due to the time that has passed, neither Barclays nor Mr H's solicitor has its correspondence file from 2001. I don't have evidence of what documents were sent to Barclays. And I don't know if these were returned, either in 2001 or in 2003 when Land Registry titles became electronic. Our investigator called Mr H's solicitors office. They didn't provide any information that made matters clearer. It's clear from what Mr H has said that he'd already been in contact with his solicitor. I think if his solicitor had any relevant evidence she would have provided it to him.

But what is clear is that Barclays says it doesn't have the paper deeds and other documents Mr H has asked for. I can't reasonably require Barclays to provide documents that it doesn't have.

Mr H says if Barclays can't provide the deeds and other documents he's asked for it should pay substantial compensation. I don't think it would be fair and reasonable to require this.

First, it's not clear that Barclays received these documents – or that if it did, it didn't return them. So I can't fairly find that it's made an error.

Second, title to Mr H's property is held by the Land Registry in electronic form. Barclays obtained information from the Land Registry for Mr H. While Mr H paid his solicitor to undertake searches, this was to aid his purchase of the property. I'd expect his solicitor to tell him about anything significant at the time. I don't think Mr H has been caused any loss by Barclays being unable to provide copies of these documents.

Barclays accepts that it didn't release its charges and restrictions from the property title at the Land Registry when the mortgage was repaid. It's since done this and paid £225 compensation for the upset caused. It paid a further £225 for failing to respond promptly to Mr H's request for his deeds to be returned.

I think, in the circumstances, the compensation paid by Barclays is fair and reasonable.

my final decision

My decision is that I do not uphold this complaint as I find the compensation paid by Barclays Bank Plc is fair and reasonable in the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 June 2019.

Ruth Stevenson
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