

complaint

Mr and Mrs B complain that Kensington Mortgage Company Limited ("KMC") made it impossible for them to repay their outstanding debt on time. This resulted in them having to pay additional interest and fees.

background

Mr and Mrs B took out a mortgage with KMC in January 2007.

After a period when they were not able to meet their mortgage repayments Mr and Mrs B were given until January 2015 to repay an agreed amount and clear their debt. This was detailed in a "Tomlin Order".

Mr and Mrs B's solicitors paid the final amount to redeem the account in February 2015.

Mr and Mrs B complained to our service shortly afterwards.

Our adjudicator explained why we could only consider part of the complaint and told Mr and Mrs B why he did not think the complaint should be upheld. They did not agree with this view, and so it falls to me to make a final decision on this case.

my findings

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

As a result, I am afraid that I must disappoint Mr and Mrs B, because I agree with our adjudicator's view – and for much the same reasons.

Our service is not able to consider the elements of Mr and Mrs B's complaint that took place before they were given KMC's final response letter of July 2014. This is because they had six months from the date of that letter to raise their concerns with us, but did not do so within the allowed time.

We can, however, look at the issues raised in Mr and Mrs B's further complaint to KMC and to which it responded in May 2015.

Mr and Mrs B complain that KMC's solicitors delayed their repayment of the full amount under the Tomlin Order because they were slow in providing requested information. I have looked at the information that was provided to me by Mr and Mrs B and that provided by KMC.

I can see that there were some delays in the completion of forms and exchange of information in the run up to the date of the Tomlin Order. But KMC has provided me with information about how its solicitors responded to the urgent requests made of them, and dates on when they occurred.

I can see that some key requests, for example for the deeds and the redemption balance, were provided to KMC's solicitors *after* the date of the Tomlin Order.

Having looked at this with care, and while I appreciate that this will be very frustrating for Mr and Mrs B, I am satisfied that the delay in meeting the Tomlin Order was not KMC's responsibility.

The Tomlin Order agreed by KMC required Mr and Mrs B to repay £38,950 by 17 January 2015. When no payment was received by that date, KMC agreed to extend the settlement date to 23 January 2015. But as a result it was within its rights to apply further legal and interest costs to the account as a consequence of the delay.

I am satisfied that KMC acted within its rights.

It follows that I do not uphold Mr and Mrs B's complaint.

my final decision

My final decision is that, for the reasons I have explained above, we can only consider one part of Mr and Mrs B's complaint. Having considered that part of their complaint, I do not find that Kensington Mortgage Company Limited behaved inappropriately or unfairly when it charged Mr and Mrs B additional fees and interest. This is because Mr and Mrs B repaid their debt beyond the date of the Tomlin Order.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 19 February 2016.

Roxy Boyce
ombudsman