

## **The complaint**

Miss S complains that she was treated unfairly by Bank of Scotland plc (trading as Halifax) when she tried to apply for a mortgage with her (now ex) husband. She says as a result her ex-husband is the sole owner of their house and is threatening to sell it, leaving her homeless.

Miss S asks that she's added to the property title or if this isn't possible Halifax pays enough compensation for her to buy an equivalent property.

## **What happened**

Miss S was a council tenant and had a right to buy discount. Her husband moved into the property with her and they decided to buy the property. They contacted Halifax about a mortgage in 2018.

Miss S says she was told by Halifax she couldn't be named on the mortgage as she wasn't working due to illness. She says she's now been told this is wrong. Miss S says she wasn't told that she wouldn't be on the property title. Miss S says if she'd known this she would have looked for a different lender that would have offered a joint mortgage.

Miss S says she's been told that the property title and mortgage should be in the same names as the right to buy offer. Miss S says she's lost ownership of the property, the benefit of the right to buy discount and now risks losing the home she's lived in for about 20 years.

Our investigator said there was no evidence Halifax told Miss S she couldn't be on the mortgage account. He said Halifax processed the application in her ex-husband's sole name, as requested by Miss S and her ex-husband.

Miss S didn't agree.

## **What I've decided – and why**

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

We offer an informal dispute resolution service, to resolve complaints about financial businesses such as banks. Miss S has told us about her difficult situation. Much of this relates to matters that I can't look into, such as her financial arrangements with her ex-husband. I can't look into any advice given by a solicitor about her being (or not being) on the property title, or whether the council followed the terms of the right to buy scheme.

What I can look into is whether Halifax treated Miss S fairly when she applied – or tried to apply – for a mortgage.

The mortgage Miss S refers to was taken out by her ex-husband. Miss S isn't named on the mortgage. Halifax can't give information about the mortgage to Miss S. Halifax provided information and evidence to us, in confidence. I'm satisfied that I have enough evidence to reach a fair decision.

Miss S says when they met with Halifax it refused to put her on the mortgage or the application as she was not working and was receiving disability benefits. The available evidence doesn't support this.

Miss S and her (now ex) husband met with Halifax's mortgage adviser. Miss S was present and contributed throughout the meeting, which was recorded. It was agreed during this meeting that the mortgage application would be made in Miss S's (now ex) husband's sole name. I think Miss S was aware of this and agreed to it. There were the following exchanges during the meeting.

- The mortgage adviser offered to look at an application in sole and joint names and said the application could proceed on a joint basis if this was important to them.
- Miss S said they should proceed in her ex-husband's sole name if this meant they could borrow more. They'd previously obtained agreements in principle on-line which suggested this was the case.
- The mortgage adviser asked if the council was happy for it to be in his sole name. They confirmed it was. Miss S said the council didn't care where the money came from.

I haven't seen any evidence to support what Miss S has said about Halifax saying she couldn't be named on the mortgage account. Halifax didn't tell Miss S during the meeting that she couldn't be a joint applicant or that it had any objection to her being on the property title. In fact, the adviser said the application could proceed on a joint basis if this was important to them.

I'm not persuaded Halifax acted outside its own lending policy when it offered a right to buy mortgage in a sole name when the right to buy offer was in joint names. But even if it did, I don't think that means it treated Miss S unfairly.

The available evidence suggests Miss S was aware that the mortgage application was in her (now ex) husband's sole name and agreed to this. If she had concerns about this, I don't think Halifax could have known.

I don't think Halifax treated Miss S unfairly. It follows that I don't think it's fair and reasonable in the circumstances to require Halifax to pay compensation to Miss S or take any other steps.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 13 October 2023.

Ruth Stevenson  
**Ombudsman**