

## **The complaint**

Mr and Mrs G complain that Barclays Bank UK PLC caused delays to their mortgage offer, because it didn't amend the property and solicitors from a previous offer when asked. Mr and Mrs G want Barclays to pay compensation, plus extra costs they say they incurred.

## **What happened**

Whilst this complaint is brought by both Mr and Mrs G, as the mortgage is in both their names, our dealings have been with Mr G. So I'll mainly refer to him in this decision.

Mr G said he'd applied for a Barclays mortgage in 2021 and was approved. The house he was interested in buying was then withdrawn from sale, and Mr G looked elsewhere. But in early 2022, Mr G said the sellers of that house approached him again, and he agreed to buy. He said he'd agreed a completion date of 25 March, which should be achievable because Barclays had already made an offer for the same borrowing amount, and some of the legal work had already been done before the property was withdrawn from the market.

Mr G said all Barclays needed to do was just to change the property address, and send a new offer. But Barclays caused delays, which meant Mr and Mrs G nearly lost their dream home. Mr G said first Barclays sent the revised offer to the wrong solicitor and named the wrong property. Then Barclays sent the offer with the right property, but still to the wrong solicitor. Then Barclays did send the offer to the right solicitor, but reverted to the wrong property. So it took a long time to get the right offer to the right place.

Mr G said he'd asked his broker to make changes to his Barclays mortgage application, amending the property and the solicitors firm he was using, on 21 February. But he said it took until 24 March for Barclays to finally issue the correct offer, and to send it to the right solicitors.

Mr G said that because the wrong solicitors (whom he'd used previously) were tipped off that he was using someone else to complete his purchase, they then refused to return money he'd already paid as a deposit for legal work.

Mr G said the sellers withdrew, because their onward purchase was aligned to 25 March, and they'd lost trust in Mr G when his offer didn't arrive. But Mr G said that he kept working with all the parties, and managed to agree a completion date of 5 May 2022.

Mr G said he needed to pay rent for much longer than he expected, until 20 May. He wanted Barclays to refund him for the rent he'd had to pay between the original completion date of 25 March, and then.

Mr G said Barclays had offered him £400. He'd later sent more evidence, but when Barclays said it wouldn't reconsider, he asked us to look into things.

Mr G told us about the impact that missing the planned completion date had on him and his family. He wanted Barclays to pay £2,769 for his rent for April and May, £350 for solicitors costs which he'd otherwise expected to be refunded to him, plus compensation for the

emotional trauma, and the time taken to get the purchase back on track.

Barclays said it accepted that it caused a delay by sending the offer initially with the wrong property, but it said it hadn't received the new solicitors' details until 17 March.

Our investigator didn't think Barclays had to do more than it had offered. He said Mr G had told us his sale fell through around 16 March because his seller's purchase wasn't going ahead, by which time our investigator thought Mr G did have an offer. And our investigator thought Barclays didn't have the right solicitors details until 17 March.

Our investigator thought Mr G could have completed by 16 March. He said Barclays couldn't be blamed if the onward chain had fallen through, so he couldn't ask it to pay Mr G's rent during this time. And he said Mr G had chosen to move to a new solicitor, so he couldn't ask Barclays to pay the £350 he didn't get back from his old solicitor. Our investigator thought Barclays' offer of £400 was fair.

Mr G replied to say that we'd got some dates wrong. He'd asked his broker to amend the solicitors and property details on 21 February. He sent us documentation showing that the goal then was to complete on 25 March.

But Mr G sent us an email from his solicitor, saying he didn't have a mortgage offer by 23 March. That finally arrived on 24 March.

Mr G said if Barclays had done everything correctly, he had no doubt that the property would have exchanged on 25 March as envisaged in the memorandum of sale, and all the extra costs he needed to bear would have been avoided.

Barclays had claimed that it didn't receive details of Mr G's new solicitors until 17 March. But Mr G sent us information from his brokers, claiming that the new address and new solicitors details were both sent on 23 February.

Our investigator then wrote again, to repeat that Mr G had previously told us that the chain collapsed around 16 March, because the seller's purchase wasn't going ahead. So he said Mr G couldn't have completed on 25 March, and that wasn't Barclays' fault. Or alternatively, Mr G could have exchanged and completed on 24 March, when he received the offer. Our investigator still thought Barclays' offer was fair.

Mr G still didn't agree. He said whilst it was his choice to use a different solicitor, it wasn't his choice to send mortgage documents to the old solicitor, and that was why he didn't get his £350 back. Mr G also said he still thought the reason why the sale didn't go through on 25 March was because of Barclays' delays. Mr G said the sale did fall through on 16 March, and he had to work very hard to get things back on track. Mr G repeated that Barclays hadn't sent the right paperwork to the right place (his new solicitor) until 24 March.

Because no agreement was reached, this case then came to me for a final decision. I then reached my provisional decision on this case.

### **My provisional decision**

I issued a provisional decision on this complaint and explained why I did not propose to ask Barclays to do more than it had already offered to do. This is what I said then:

I think there may have been some confusion in this case, so I will set out what I think happened, and when, noting relevant evidence as I go.

On 21 February 2022, Mr G agreed to buy a property he'd previously been interested in. Exchange was to be as soon as possible, and completion on 25 March. Mr G showed us that he'd asked his broker to amend his Barclays mortgage application on the same date, changing both the solicitor and the property.

On 23 February, Mr G's broker sent revised details to Barclays. Barclays said this only included changes to the property Mr G wanted to buy, not also to the solicitor he wanted to use to make his purchase.

Mr G has shown us a letter from his broker, which asserts that the change to property and to the solicitor were both sent at the same time. The broker attaches excerpts from its communications with Barclays, which it says shows this. Unfortunately, these excerpts are partial, and there doesn't seem to me to be any confirmation there that Mr G's brokers had sent the revised solicitors details to Barclays before Barclays accepts it received these on 17 March.

A mortgage offer issued on 9 March did go to the wrong solicitors, and included the wrong property purchase.

Offers were then issued on 14 March, 17 March (which Barclays says was a mistake) and 23 March. All of these are in respect of the right property. Only the last one was sent to the right solicitors.

I also note that Mr G's solicitor told Mr G on 23 March that he hadn't received any mortgage paperwork, and Mr G said then that Barclays had confirmed it had sent things to his old solicitor.

For those reasons, I don't think Barclays did send its third offer to the right solicitors, but with the wrong address, as Mr G suggested.

I know there was initially a mistake about the property Mr G was buying, and Barclays has accepted responsibility for this. But I haven't been able to see that it also made a mistake about Mr G's solicitors. The evidence I've seen to date makes me think it is more likely that Barclays was only told about Mr G's new solicitors on 17 March, and it actioned this change shortly after this, producing an offer on 23 March. So I don't think that Barclays could be held responsible for delays caused because it didn't have Mr G's new solicitors details.

I would also note that the information Barclays has shared with us indicates that the mortgage offer documentation was also sent directly to Mr G, and to his broker, each time it was issued. So Mr G was aware that he had a mortgage offer, and could demonstrate this, even if his solicitor didn't yet have the paperwork.

Mr G told us his old solicitors had agreed to use the money he'd paid against a future purchase if he used them for that purchase, or refund the money if he wasn't going ahead with a purchase. That firm then received documents from Barclays, by mistake, and found out Mr G was buying with someone else. But I don't think I can fairly and reasonably ask Barclays to pay costs incurred when those solicitors found out about Mr G's purchase, as it doesn't appear that Mr G's old solicitors had ever agreed to refund money if Mr G was buying elsewhere, but had just decided to use a different solicitors firm. So it doesn't appear as if, in this situation, any refund was due.

Mr G also said he wanted Barclays to pay him the rent he'd had to pay for April and May. But Mr G would always have needed to pay either rent for this time, or his mortgage, which was considerably more each month than the rent he was then paying. I

know that Mr G ended up with some overlap of rent and mortgage. But it appears that his original planned completion date of 25 March would have left a rather longer overlap, based on his rent being due on the 20th of each month. So Mr G wasn't worse off because of this.

Mr G also told us it was extremely stressful to have his completion date delayed. He has told us the seller of his new home pulled out on 16 March, because their purchase wasn't going through. He also said the problem was that he didn't yet have an offer. But the paperwork that Barclays has sent to us suggests Mr G would have been sent his offer each time it was generated, so he did have an offer, and could demonstrate that to other parties, even if his solicitor hadn't yet received it.

So I haven't been able to see that the failure to exchange and complete on this property purchase in line with Mr G's original intentions, was related to previous delays with Barclays putting the right property details on Mr G's offer, or delays in sending these to the right solicitor (however those were caused). Unfortunately, if his seller had difficulties with their own sale on 16 March, then I don't think it's likely that Mr G could ever have completed by 25 March. And I note in Mr G's email of 23 March to his solicitor, no exchange or completion date had been confirmed, and the solicitor said none could yet be set.

I realise Mr and Mrs G were both very much affected by the delays to completion, but unfortunately I don't think a completion date of 25 March was possible in this case. I also don't think that date was missed solely, or even mainly, because of what Barclays did. So, although I know Mr and Mrs G will be very disappointed, I don't think Barclays has to do more than it has offered, to pay Mr G £400.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Neither side has replied.

### **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.

Neither side has offered any further evidence or argument, and I haven't changed my mind. I'll now make the decision I originally proposed.

**My final decision**

My final decision is that Barclays Bank UK PLC must pay Mr and Mrs G the sum of £400 which it previously offered in settlement of this complaint, unless it has already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 31 July 2023.

Esther Absalom-Gough  
**Ombudsman**