

## **The complaint**

Mr C complains that when he redeemed his mortgage with Bank of Scotland plc trading as Halifax it failed to return to him the title deeds to his property. Mr C said he'd complained about this since, but Halifax just wasn't looking for the documents it had lost.

## **What happened**

Mr C said he had been complaining for some time that Halifax hadn't returned the full paper deeds to his property, when he redeemed his mortgage. Mr C said he redeemed the mortgage in 2012, and he then received a pack of papers. But his actual deed documents weren't in that pack. He said Halifax now says it can't find them. Mr C said he was convinced Halifax still had them, and he thought Halifax just wasn't looking.

Mr C said his solicitor had confirmed that, in line with normal procedure, Halifax was sent the deeds at the time of house purchase. So Mr C said Halifax must have lost them since. And he thought that would be a significant problem for him when he came to sell his house. He also said he wouldn't be able to refer to any relevant historical covenants or issues relating to the neighbouring property, although he didn't set out what his concerns about this were. He also said the Land Registry plans weren't detailed enough to show clear boundaries.

Mr C said he wanted his deeds to be located by Halifax, or to be recreated. He wanted compensation for the loss, and an indemnity covering any boundary disputes in future.

Halifax wrote to Mr C in 2022 and said its deeds storing department had conducted a thorough check. Halifax said it could confirm it didn't hold any deeds for Mr C's property. It said it had sent him what it held for him in 2012, when his mortgage was redeemed.

Halifax also said Mr C's property was registered electronically with the Land Registry so there was now no need for him to hold paper deeds. Mr C could contact the Land Registry directly for a copy of the title deed and any other documentation it may hold.

When this case came to our service, Halifax also expressed doubt about whether our service could consider this complaint. And at first our investigator didn't think we could, but then she said Mr C had shown our service that he'd expressed dissatisfaction about this as long ago as 2012, and Halifax couldn't show it had responded to those concerns with a formal letter, so this complaint didn't appear to be out of time now.

Our investigator didn't think this complaint should be upheld. She said Halifax had completed a comprehensive search for Mr C's deeds and hadn't found them. That's all we could expect Halifax to do. Our investigator also noted that there was no benefit to Halifax in keeping these documents now, and that Halifax had queried whether it ever had the deeds. Our investigator said it seemed like a reasonable possibility that Halifax never actually had Mr C's deeds, especially as it had proactively sent Mr C a pack containing the documents it held for him. Our investigator didn't think this was likely to impact any future sale of the property, as records were held for Mr C's property at the Land Registry.

Mr C replied to disagree. He said he thought our default was to take no action, and to treat business providers gently. But he thought there had been a serious mistake by Halifax, it hadn't then tried to put things right or pay compensation, and he didn't think we'd dealt with this. Mr C said he believed his property was only registered with the Land Registry as part of his purchase, and the physical title deeds were held by the Halifax then. But we'd accepted that maybe they weren't, without any evidence or challenge.

Mr C repeated his belief that Halifax had lost vital legal documents. He wanted his complaint to be considered by an ombudsman, so it was passed to me for a final decision.

### **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.

I've reached the same overall conclusion on this complaint as our investigator.

Firstly, I note the conclusion our investigator reached, that our service can consider this complaint, as there is a record suggesting Mr C raised his concerns about the documents he considers to be missing in 2012, and she hadn't been able to see that Halifax provided a formal response at that time. I don't understand Halifax to be contesting this conclusion now, and I'm satisfied the case is within the jurisdiction of our service, so I'll move on to considering this complaint.

Mr C says he believes Halifax would have held the original deeds for him, which he described as the documents which were passed from owner to owner. And he's also said he thought his property wasn't registered, prior to his purchase. So it seems most likely that Mr C is referring to the paperwork which was used to transfer ownership of a property prior to registration at the Land Registry, rather than the paper document which was used by the Land Registry to evidence ownership, before these records moved online. But whichever it is, I think there are some problems with the assumptions Mr C has made, which underlie this complaint.

I should note that I haven't been able to see that it's most likely that Halifax ever held the documents Mr C refers to. The transfer of title document which Mr C has sent us, and which dates back to the purchase of his property, does carry a Land Registry title number. So it seems likely that Mr C's property was already registered before he bought it, and this was a conveyance of registered property, when he made his purchase.

That's relevant for our current purposes because it makes it more likely that Mr C wouldn't have been given the original documentation which previously formed evidence of title, prior to this property's registration, when he bought this house. He may simply have had copies of the information held for him at the Land Registry, and it looks as if that's what Halifax later returned.

Mr C believes his solicitor did have additional deed documents, and he told us his solicitor confirmed these documents were given to Halifax. But the evidence Mr C shared with us on this only shows Mr C's solicitor confirms he would not have retained any deed documents for any property transaction at that time. So again, this doesn't offer evidence that when Mr C bought this property and took out his mortgage, Halifax was given the original documentation which would previously have formed evidence of title.

Bearing in mind all of the above, I don't think it's surprising that in 2012, when Mr C redeemed his mortgage, he was given back a number of documents that didn't include pre-

registration deeds paperwork. I think it is most likely, given the circumstances of this case, that the documentation Halifax returned to Mr C is simply all Halifax ever held for him.

I understand Mr C firmly believes Halifax did hold additional documentation for him, and he thinks Halifax isn't looking for his deeds now. But Halifax says it has searched, and it can find nothing else for Mr C. I think, in the light of the evidence that both it and Mr C have provided, it's likely that Halifax has searched. I understand Mr C wants Halifax to carry out a much more thorough search, but in the light of my overall conclusions in this case, I don't think it would be fair and reasonable to ask Halifax to do that, so I won't ask it to search again.

I know Mr C was concerned about not having the original deeds to his property, but he is now in the position of most homeowners in the UK, in that he has a property whose ownership is proved by an entry on the electronic register held by the Land Registry. I understand Mr C has expressed concern about his ability to resist potential future challenges to boundaries of his property, but he hasn't suggested that any such disputes have arisen, or that they are likely to in the future. He's also expressed the fear that the lack of original deeds may affect the future saleability of his property. But I understand most homes in the UK are now transferred based on the information the Land Registry holds, so I don't think this is likely to impact any future sale.

For the reasons set out above, I don't think Mr C's complaint should be upheld.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 March 2024.

Esther Absalom-Gough

**Ombudsman**