

## **The complaint**

Mrs T complains about how HSBC UK Bank Plc handled the transfer of title when she changed a joint mortgage into her sole name.

## **What happened**

Mrs T held a joint mortgage with her now ex-husband. Mrs T and her husband at the time separated around 2005 and divorced. As a result of court action, Mrs T's ex-husband was required to take his name off the joint mortgage and property title deeds.

In February 2009, Mrs T applied to HSBC to change the mortgage into her sole name, which was granted and completed in late 2009.

Mrs T says she became aware in 2013, when she tried to move house, that her ex-husband was still on the title deeds.

In 2016, Mrs T complained to HSBC. HSBC says it should've queried with Mrs T's solicitors in 2009 why the mortgage was in Mrs T's sole name, but the title was in joint names. It said it had made a mistake and because of this, it offered to pay any solicitor's fees involved in removing Mrs T's ex-husband from the title deeds. And it paid Mrs T £200 compensation.

Mrs T was unable to trace her ex-husband at this time, and HSBC wasn't willing to pay to have him traced as Mrs T had requested. Mrs T rented out the property soon after this.

Mrs T raised a new complaint in 2022 regarding the same matter. She said it had been difficult to pursue this in 2016 due to the trauma associated with her divorce, caused by her ex-husband and her relationship with him. HSBC responded to this complaint maintaining it would cover any legal costs when amending the title deeds and offered a further £750 compensation.

Mrs T didn't accept this and referred the complaint to us. She said she's lost out by not being able to sell the property or change the mortgage interest rate because she's renting it out. She says she's incurred additional costs due to having to rent out the property and maintain it. And the property has fallen in value.

Our Investigator didn't think the complaint should be upheld. She said, in summary, that the role of transferring the ownership of the property fell to Mrs T's solicitors, not HSBC. She thought HSBC's offer was fair and didn't recommend it take any further action.

Mrs T didn't accept this and asked for an Ombudsman to review her complaint. So, it's been passed to me to consider and make 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.

Having done so, I agree with our Investigator. And for the same reasons.

First, I want to reassure Mrs T that I've read everything she's sent us, and thought about each point she's made. I may not respond to, or address, each and every point. That's not because I haven't thought about it. It simply reflects the informal nature of this service. And I hope Mrs T realises I mean no disrespect by this. Instead, I'll focus on what I consider to be the crux of this complaint – the failure to remove Mrs T's ex-husband from the title deeds and the impact this has had.

There's no doubt that Mrs T has been through a very tough time over the years. And I'm very sorry to hear about all that she's been through. But I need to consider whether HSBC has made a mistake and, if so, whether that has contributed to Mrs T's financial loss, or the distress and upset she's suffered.

HSBC says that it should've noticed that the new mortgage Mrs T took in 2009 was in sole names, whilst the property was still in joint names. At this point, it could've taken action to inform Mrs T and her solicitors to make the amendments to the title deeds as required. But it didn't. I accept that HSBC possibly missed a chance to make Mrs T aware of this mistake here. But I don't think it was HSBC who had made the mistake.

HSBC's role in this situation was to provide a new mortgage in Mrs T's sole name. Which it did. It was for the solicitors who would've been carrying out the conveyancing, to transfer the property title into Mrs T's sole name. And the solicitors were acting on behalf of Mrs T. As I've said, HSBC possibly could've noticed this error, but the error was made by the solicitors. I don't think HSBC was responsible for ensuring the solicitors carried out all of the work they were supposed to. Because of this, the impact of this error is not, in my mind, the fault of HSBC.

It's clear that this has been going on for some time. And it has been made much worse for Mrs T by the relationship she has with her ex-husband. But again, I can't say that it was HSBC's error that led to this chain of events. The key mistake here for me was in 2009 when Mrs T's solicitors failed to amend the title deeds into her sole name. And all events since stem from that. I can't hold HSBC responsible for this mistake.

I know Mrs T will be very disappointed by the outcome of this complaint. And it's clear she feels very strongly about this matter. But, I think HSBC's offer to pay for the legal fees to transfer the title into her sole name, plus a further £750 compensation is fair. And I'm not going to ask it to do anything further.

### **My final decision**

I don't uphold this complaint and leave it to Mrs T to decide whether to accept HSBC UK Bank Plc's offer.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 29 November 2023.

Rob Deadman  
**Ombudsman**