

The complaint

Mr S complains that Nationwide Building Society didn't provide the information he requested about the cost of repaying his mortgage and details of its charge on his property. He asks that it provides this information and pays compensation for wasting his time.

What happened

Mr S has an interest only mortgage with Nationwide. He receives letters and calls from Nationwide asking how he intends to repay the balance when the term expires in 2027.

Mr S says he wrote to Nationwide in early 2023 asking for the cost of repaying his mortgage, including any charges or penalties for paying early. He also asked for details of any charge on his property. Mr S says he didn't receive a response and this made his financial planning difficult.

After we contacted Nationwide it sent a redemption statement to Mr S. It also provided an extract from the Land Registry which showed its charge on Mr S's property title.

Our investigator said Nationwide had no record of receiving these letters from Mr S. She said she couldn't hold Nationwide responsible for not responding to letters that it didn't receive.

Mr S didn't agree. He said he sent two letters to different addresses. He says the law provides that he only has to prove postage, not receipt, and the onus is then on the recipient to deal with the matter.

Mr S says there's a conflict between the Land Registry extract provided by Nationwide and the copy he obtained. He says this needs to be explained before he can repay the mortgage. Mr S says he'll consult a solicitor, but this will involve costs.

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.

Mr S's interest only mortgage is due to expire in 2027, at which point any remaining balance will be due for repayment. Nationwide has written to Mr S to remind him of the need for a repayment plan. The letters set out possible options and ways to contact Nationwide. These letters are sent to all customers with interest only mortgages as the term approaches expiry.

Mr S says he wrote to Nationwide in January 2023. He provided a copy of the letter. In the letter, Mr S asked for the contractual terms related to the redemption of the mortgage, including redemption and penalty charges and other terms that could cause him to incur additional costs. Mr S said he believed his interest rate product would end on 31 January 2024.

Mr S also asked in the letter what charges Nationwide held on his property and where they were lodged as there was some ambiguity about this on the title at the Land Registry.

As Mr S didn't receive a reply he wrote to Nationwide again. He then contacted this service.

Mr S says the law provides that once he posted the letters the onus was on Nationwide to deal with them, regardless of whether it denies receiving them. I don't know if that's right. But it would be for a court to decide whether, as a matter of law, Nationwide was deemed to have received Mr S's letters. We provide an informal dispute resolution service, although we do take relevant law (amongst other things) into account when deciding what's fair and reasonable in the circumstances of the complaint.

Nationwide says it has no record of these letters in its system. I haven't seen evidence that it did receive the letters. While Mr S says he might have evidence of posting the letters he didn't provide this to us. Taking all this into account, I can't fairly and reasonably find that Nationwide should have responded to letters that it says it has no record of receiving.

In late August 2023, after Mr S had contacted us, Nationwide provided a redemption statement and a copy of an extract from the Land Registry dated August 2023 for the title to the security property. It sent a further redemption statement later in 2023 as Mr S didn't receive the one sent in August 2023.

The redemption statement sets out the amount Mr S would have to pay to redeem his mortgage (he'll need to ask for an up-to-date redemption statement when he is in a position to repay the mortgage). The extract from the Land Registry shows Nationwide's charge.

Nationwide has now provided the information Mr S requested. I think that's a fair and reasonable way to settle this complaint. I don't think it's fair and reasonable to require Nationwide to pay compensation to Mr S for not responding to letters that it says it didn't receive.

Mr S says he bought the freehold to his property in 2015. He provided an extract from the Land Registry from mid-2019 for the freehold title. Mr S says Nationwide's charge is not shown on this property title. He says the Land Registry extract provided by Nationwide is out of date as it's for a leasehold title.

The Land Registry extract provided by Nationwide was dated August 2023. If it was out of date I don't think Nationwide could have known this. As I said, Nationwide has now provided the information Mr S asked for and I don't think it's fair and reasonable to require it to do more in relation to this complaint.

Mr S intends to consult a solicitor about his concerns regarding the property title. I hope the solicitor he appoints is able to explain the situation. I can't consider here whether any problem with the property title was due to an error by Nationwide. That wasn't part of the complaint brought to us, which was about Nationwide failing to respond to Mr S's request for information.

My final decision

My decision is that Nationwide Building Society doesn't need to take any further steps regarding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 March 2024.

Ruth Stevenson
Ombudsman