

ENGLAND AND WALES / JUDGMENT

Hui Zeng v Chunjing Tan

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[2026] UKFTT 00454 (PC) REF/2025/0057 LAND REGISTRATION DIVISION FIRST-TIER TRIBUNAL (PROPERTY CHAMBER) LAND REGISTRATION ACT 2002 IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY BETWEEN MS HUI ZENG

- and - MS CHUNJING TAN Applicant Respondent Property Addresses: (1) Apartment 60, Leadmill Court, 2 Leadmill Street, Sheffield, and (2) Flat 4, North House, Gillingham Gate Road, Chatham Title Numbers: (1) SYK455373, and (2) TT124828 Before: Judge Alexander Bastin Sitting at: Sheffield Magistrates' Court On: 11 & 12 March 2026 Applicant's representation: Self-representing Respondent's representation: John Jessup (of counsel) DECISION Form RX1 applications to enter restrictions in respect of two properties – applicant mother funded acquisition of two properties that were registered in respondent daughter's name – money for properties channelled through daughter's bank account – mother managed properties and received rents – presumption of resulting trust – presumption of advancement 1. 2. This is my judgment on Ms Zeng's applications to enter restrictions against the titles of two properties ("the Sheffield Property" and "the Chatham Property" - collectively "the Properties") registered in the name of her daughter Ms Tan. In summary, Ms Zeng says that she (a) found (through agencies) and wholly funded the purchases of both the Sheffield Property (for £110,000 in 2013) and the Chatham Property (for £175,000 in 2016), and (b) agreed with and arranged for Ms Tan to be registered as proprietor but with Ms Zeng retaining beneficial ownership. Ms Tan denies this and says that Ms Zeng gifted the properties to her and relies upon the presumption of advancement. The legal framework 3. The starting point is the presumption that the beneficial ownership of the Properties follows the legal titles; in other words that beneficial ownership lies with Ms Tan as the registered proprietor. The burden of showing otherwise is on Ms Zeng to the civil standard (i.e. the balance of probabilities). 4.

Issues

5. However, where X funds the purchase of a property registered in Y's name, a resulting trust is normally presumed; this can be rebutted by evidence that Y was intended to benefit because X's money was in effect a gift or by reliance upon the presumption of advancement (such as where X is, as in this instance, a parent of Y). The presumption of advancement itself can be rebutted by evidence of a contrary intention and is nowadays said to be a weak presumption that is seldom decisive if other evidence is available as to the real intentions of the parties. This requires an objective inference drawn from the parties' words and conduct.

Any evidence tending to indicate the purchaser's intention is relevant.¹ The fundamental issue for me to determine here is what the parties intended. Can Ms Zeng rebut the presumption of advancement (i.e. that the Properties were a gift from mother to daughter) so that Ms Tan holds the legal titles on resulting trust for her? How judges decide cases 6. Since Ms Zeng is representing herself, she may find it helpful if I say a little about how judges in England and Wales decide civil cases such as this. 7. First, judges have no special abilities or superhuman powers that enable them to determine when someone is mistaken or lying. Rather, they consider the parties' statements of case, witness statements and supporting documents, listen to the witnesses giving live evidence at trial, listen to the parties' arguments and then come to a decision. Judges decide cases on the basis of the material and arguments put 1 See Chapter 10 Megarry & Wade: The Law of Real Property (10th Ed) and Chapter 25 Snell's Equity (35th Ed). 8. 9. 10. before them by the parties; they do not investigate and or look for evidence. Each party is, therefore, responsible for putting forward the evidence and other material that they wish to rely upon, and formulating their legal arguments, so as to persuade the judge to find in their favour. Secondly, there are two important procedural rules which judges observe. First, there is the burden of proof. Generally, the party asserting something in a civil case such as this, will bear the burden of proving it. In this case, Ms Zeng bears the burden of proving her case. This is important because if the person bearing the burden of proof satisfies the Court or Tribunal that something happened, then for the purpose of deciding the case, it did happen. Conversely, if that person does not satisfy the Court or Tribunal that something happened, then for the purpose of deciding the case, it did not happen. The decision is binary: Either something happened or it did not and there is no room for maybe. Sometimes, therefore, the result of a case will depend upon who bears the burden of proof. Secondly, there is the standard of proof. In civil cases such as this, the standard of proof is simply the balance of probabilities. This means that if the judge considers that something that is in issue in the case is more likely to have happened than not, then for the purpose of deciding the case, it did happen. The more serious the allegation, the more cogent the evidence required to persuade the judge that something is more likely to have happened than not. Thirdly, there is the issue of fallibility of memory. Nowadays it is generally acknowledged that human memory is notoriously fallible. This can be particularly important in cases where some of the relevant facts occurred a number of years ago and memories may well have dimmed. Civil judges prefer to rely upon contemporaneous documentary evidence, where available, as it tends to be more objective and reliable than memory alone. Lastly, civil judges must give reasons for their decisions. They are not, however, required to address every piece of evidence tendered or every argument raised. They deal with the issues that matter most. It should be borne in mind that a judge's findings of fact are inherently an incomplete statement of the impression made upon the judge by the evidence. Although judgments are unlikely to explain all aspects of a judge's reasoning, and might well have been better expressed, they should at least address the main issues and enable the parties to understand how the decision was reached. The evidence

11. Ms Zeng's evidence was that the Properties were bought as investments and that it was agreed that although registered in her daughter's name, she (Ms Zeng) would fund them and retain beneficial ownership. She said that the purchase monies all originated from her, whether directly or indirectly via family in China, and were paid through a Natwest bank account in Ms Tan's name. It was Ms Zeng who found the Properties, arranged the purchases, dealt with conveyancing solicitors and paid the related fees and taxes. Ms Tan had virtually no involvement other than to sign the legal documentation. Ms Zeng also managed the Properties and received the rental income which she declared on her tax return.
12. Ms Zeng accepted that she had signed a Declaration of Gift of £109,445.69 in respect of the Chatham Property. This figure was arrived at from the sale of two other of Ms Zeng's properties and the declaration was signed on her solicitor's instructions without any specific legal advice. In cross-examination she explained that she signed it because her solicitor asked her to. If this money really was a gift, the amount would have been £175,000 being the purchase price. It was just to show the source of funding. She also pointed to the fact that she had paid a £12,000 additional SDLT charge on Ms Tan's behalf, it being a liability Ms Zeng should bear as the true owner. It would have been unfair for Ms Tan to pay this. 13. In her oral evidence, Ms Zeng confirmed her various Statements of Case and Witness Statements and was cross-examined. She confirmed that before Ms Tan went to university in 2012, she had been entirely reliant upon her (Ms Zeng). Ms Tan had not had a job or any source of income or lived away from home. Notwithstanding this, Ms Zeng had not been particularly worried about her daughter going off to university as she was quite independent.
14. Mr Jessup put to Ms Zeng that at Christmas 2012 she had rowed with her late husband, Mr Cox, and ended up brandishing a knife which led to Ms Tan calling the police. Ms Zeng at first said that she did not remember this and when pushed said that it never happened. Ms Tan was lying. Similarly, she did not remember calling Ms Tan in March 2013 and telling her that she wanted to buy a property as a gift [contradicted in emails?] and, when pushed by Mr Jessup, she confirmed that she had never said such a thing. Ms Zeng accepted that she had told Ms Tan that she wanted her to have a "safety net" but this was "family support". The Sheffield Property was bought as an investment but as Ms Tan was a family member, of course she could use it if she needed to. Ms Zeng did not agree to transfer her beneficial interest in the property to Ms Tan.
15. Mr Jessup cross-examined Ms Zeng about the source of the money for the purchase. Ms Zeng confirmed that she was, in all instances, the ultimate source of the funds. Chinese controls on transferring money of out the country meant that she had to send money from her Chinese bank account to various family members in China who converted it to Sterling and sent it to Ms Tan's bank account in the UK. This had to be done in small sums because there was a limit on how much a person could send abroad each year. There were no gifts from family members. As for the witness statements from various of these family members, Ms Zeng was adamant that she did not draft them even though there were many similarities

and identical parts. She was adamant that they drafted their statements themselves. The statements at pages 168, 169 and 171 were made by members of the same family. Ms Zeng pointed out the bank statements as pages 170, 172 and 174 which she said showed the money coming from her bank account. She simply told them to get their bank statements, base their witness statements upon them and say how she had transferred the money to them and they had then sent it on to Ms Tan. Ms Zeng said that the authors of the witness statements would have had no problem reading English.

16. Ms Zeng was also cross-examined about an email that she sent on 23 December 2020 to a solicitor, Peter Lin, acting on the purchase of the Chatham Property in which she had written “1. I confirm that [Ms Tan]... has another flat in Sheffield. This Kent flat is her second flat. 2. [Ms Tan] will live in this apartment in Kent.” Her response was that this was because since the Sheffield Property was in Ms Tan’s name, by law she was the owner. This email exchange goes on to make arrangements for the transfer of the purchase money and asks for a “lawyer’s certificate” in order to satisfy the banks. This leads to correspondence about a “Gift deposit letter” to “be written as the balance of the payment”.
17. Mr Jessup also asked Ms Zeng about an email she sent in May 2023 to Ms Tan in which she wrote “The house in Kent cost 100,000 yuan from your father and 300,000 yuan from grandma.” which was contrary to her case that she had paid every penny. She explained that she only wrote this in the hope of repairing relations between Ms Tan and these family members. Mr Jessup then took Ms Zeng to two copies of a letter dated 6 February 2024 written by her solicitors Penningtons and put it to her that she had modified one version before filing it during these proceedings.² The modification was to remove reference to Ms Tan’s father and grandmother contributing to the Chatham Property purchase. Ms Zeng’s response was “A solicitors’ letter cannot represent my point of view. I didn’t get a penny.” When pressed on this, Ms Zeng admitted having filed the edited version during these proceedings but denied doing so to mislead the Tribunal. She said “What was said in the letter does not represent the facts” and that “The solicitors’ view is nothing to do with me.” When asked who altered the letter, she said after a long pause “I don’t know.”
18. Mr Jessup also asked Ms Zeng about emails that she had written to Ms Tan in 2014 and 2019. In the first one, she wrote *inter alia* “...and then buying property for your children to get married in...” and in the latter “But no matter what, this house is 100% yours!” and “...you can definitely live in the Sheffield property, because it is your property to begin with!” Ms Tan’s response was that this was just “family chat about Chinese culture and nothing to do with the deeds of the house.” She was just offering Ms Tan comfort and did not mean that she wanted to give her ownership. 19. Only two of Ms Zeng’s witnesses gave oral evidence. The first was Yuxia Fei, a cousin by marriage. She had written her statement in Chinese and used AI to translate into English. Mr Jessup put to her the similarly worded witness statements filed by Ms Zeng for her other witnesses. Ms Fei said that she had never seen them before. Ms Zeng had asked her to produce a witness statement through Wechat but this was some time ago and she did not think she could retrieve the exchange now. She went on

to say that she owed Ms Zeng some money – lent for the purchase of a property in China - and repaid this by sending money to Ms Tan's English bank account. She had the bank statements to prove it. Mr Jessup put it to her that she had misremembered and that the money was, in fact, a gift to Ms Tan. Ms Fei denied this: It was repayment to Ms Zeng and not a gift to Ms Tan. Later during cross-examination, Ms Fei said that her statement was based upon a template into which she put the facts. Paragraphs 3, 4 and 5 were mainly written by her. At first, she said that she found the template on the internet but a little later she said that Ms Zeng had given it to her. In re-examination, she confirmed that Ms Tan had never been in touch with her either before or after the purchase of the Sheffield Property and that the transfer to Ms Tan's bank account was simply repayment of money that she owed her cousin who had asked her to make the transfer.

20. Ms Zeng's other witness was Mr Ying Zhang. His witness statement concerned the Sheffield Property which he had helped Ms Zeng to find and buy and subsequently 2 At pages 63 and 69 of the Trial Bundle. manage through his now dissolved company Sunshing International Ltd. It is his written evidence that because Ms Tan is Ms Zeng's only child, Ms Tan will inherit the property and that "As Chinese traditional culture [sic], Ms Zeng decided to put this property under her daughter's name." Miss Tan had only participated in the purchase process when she signed her name to exchange contracts. All his dealings had been with Ms Zeng to whom the rental income was paid. 21. In cross-examination, he said "We bought the property for her as an investment." He went on to explain that Ms Zeng had money to invest and he thought the Sheffield Property was good student accommodation. Mr Jessup asked him about some of the wording used in his statement. His response was that he had found the wording for his Statement of Truth on-line and thought that many witnesses would have used the same words as he took them from the most popular search result. He also thought that the use of the square brackets was a court requirement. What was important, he said, was that he had written the right facts and told the truth. As for the bank account that the rental income was paid to, it was managed by Ms Zeng: It was she who would confirm that bank transfers had been received. They never had any contact from Ms Tan in five years.
22. Ms Tan gave quite extensive evidence as to her relationship with her mother. She described her as having "always been an emotionally unstable person and prone to tantrums and emotional outbursts" and went on to say that "I was scared of her and, to a degree, still am." She said that this all started with a telephone call in around March 2013 when Ms Zeng called her and told her that she wished to buy her a property in Sheffield as a gift so that she would have a "safety net" after graduation in case she could not find work in London and as an expression of love and parental care. They discussed how during periods when Ms Tan was not living in the property, Ms Zeng would manage it on her behalf. And then when Ms Zeng could not find work, that she could rent the property out and use the income, albeit with some of it being used to support Ms Tan whilst studying in London. She then opened a Natwest bank account at Ms Zeng's request and gave her control over it. Her mother then found the Sheffield Property and Ms Tan signed the paperwork in September 2013 when on university break. She then let her mother manage and rent out the property as previously

agreed with some of the income supporting her whilst studying. Later, in 2016, focus shifted to Ms Zeng and Ms Tan's father buying her a property in London where Ms Tan was now working. This proved to be too expensive and led to Ms Zeng finding the Chatham Property – a new build – which she insisted on buying for her as a gift. 23. During cross-examination by Ms Zeng, Ms Tan accepted that Ms Zeng managed the Properties from 2013 to 2022, dealt with the tenants and received the rents which she had declared in her (Ms Zeng's) own tax returns. But Ms Tan stated that she had delegated management of the Properties to Ms Zeng because that was what they had agreed. She had trusted Ms Zeng as her mother plus she had accounting experience. Ms Tan also agreed that she did not know the source of the purchase funds but that Ms Zeng had told her that some of the funds had come from family members without giving details. Family members helping other family members to buy property is common within Chinese culture. Ms Tan also accepted that Ms Zeng had given her £20,000, £12,000 of which was for the SDLT and the rest was because Ms Zeng had had the benefit of the rental income from the Properties. Ms Zeng finished by asking Ms Tan about an email exchange between them in Summer 2023 in which it looks as though they were negotiating a settlement. Ms Tan accepted that she had made an offer to resolve the dispute and thought that they had reached agreement but it fell through because Ms Cheng would not take legal advice. Analysis and discussion 24. Notwithstanding what appears to be the terminal breakdown in the mother-daughter relationship here, there is quite a lot that is not disputed. There is no dispute that Ms Zeng found the properties, took care of the legal formalities, organised a managing agent, supervised the lettings and received the rents. Whilst there was some dispute as to whether Ms Zeng alone paid the purchase prices or whether she was assisted by family members, there was no dispute that Ms Tan contributed nothing and only became involved with the Properties in 2023 when the parties' relationship broke down. For the purposes of these proceedings, I do not think it matters much whether or not Ms Zeng was the only financier of the purchases save that her stance on this now contradicts what she told Ms Tan previously. 25. 26. 27. Turning to what is in dispute and the parties' evidence. Where the parties' evidence differed, I have no hesitation in preferring Ms Tan's. I found her to be a straightforward and truthful witness compared to her mother, certain aspects of whose evidence was simply not credible. For example, her insistence that she had not provided her witnesses with a template for their witness statements. Whether she had or not was not necessarily a problem for her case and, in fact, would be understandable given that they are all Chinese and mostly based in China. But Ms Zeng's persistent insistence that she had not done so and that the witnesses had written their statements themselves undermines her credibility. The witness statements of Shi Min Zhang, AnQi Zhang, Chao Ying Zeng and Fang Yan were virtually identical, save for some specific details, and were clearly prepared by the same hand. Further, although Mr Zhang's statement differed markedly, his evidence was of a different nature and the first and second paragraphs are identical to the other four (save for "business partner") as are the Statements of Truth. Lastly, there is Ms Fei's contradictory evidence on this below (paragraph 28). Another example of Ms Zeng's evidence lacking credibility was her insistence that she did not know who altered the Penningtons letter before filing it at the Tribunal. The edit, potentially favourable to her

case, could only have been done by her or, perhaps, someone on her behalf. I am reluctant to accept Mr Zhang's evidence for similar reasons. As explained in my paragraph 25 above, parts of his witness statement shared more than a passing resemblance to other witness statements. Nonetheless, he maintained that its provenance was Google. He, like Ms Zeng, sought to deflect these anomalies and his statement "What is important is that we write the right facts. I just want to tell the truth and be loyal to my heart, the public and the country" rang very hollow. That said, I do accept what he said about Ms Tan's lack of involvement with the Sheffield Property given that it is consistent with what she said. Lastly, there is Ms Fei's evidence. Although there was one aspect of Ms Fei's evidence that I found unsatisfactory, generally I accept what she said about how Ms Zeng asked her to send money from China and how that money was not a gift to Ms Tan. The unsatisfactory element was the provenance of the template that she used. At first, she said that she found it on the internet but towards the end of her oral evidence admitted that Ms Zeng provided it (contradicting Ms Zeng). I do not, however, think Ms Fei's evidence really helps or hinders either of the parties' cases. 28. As for the written evidence of Ms Zeng's witnesses who did not give oral evidence, I attach no weight to any of it given the circumstance of its preparation and their non- attendance for cross-examination.

29. My conclusion is that the presumption of advancement applies and that Ms Zeng has failed to rebut it. As I have already said, I found Ms Zeng to be an unsatisfactory witness for the reasons already given and prefer Ms Tan's evidence where there is a conflict. I accept Ms Tan's evidence that all along the Properties were a gift and that mother and daughter agreed that the former would take care of them – after all, Ms Zeng had age and experience on her side whereas Ms Tan was but a university student – and use some of the rental income to fund the latter's studies. Additionally, there is evidence pre-dating the breakdown in the parties' relationship, that supports Ms Tan's case that the Properties really were a gift. There is the Declaration of Gift for the Chatham Property (paragraph 12 above), the 23 December 2020 email to Peter Lin (paragraph 16 above) and the emails sent to Ms Tan in 2014 and 2019 (for both see paragraph 18 above) and May 2023 (see paragraph 17 above). 3 In all of these, Ms Zeng freely states that the Properties were a gift to Ms Tan. If this was not true, I do not think Ms Zeng would have written it. Accordingly, and somewhat reluctantly given that Ms Tan has not paid a penny for either property, I find that Ms Zeng has failed to prove her case. Conclusion and disposal 30. I find, therefore, that both of Ms Zeng's applications fail and must, therefore, direct the Chief Land Registrar to cancel her original applications both dated 11 January 2024 (made by two Forms RX1 dated 10 and 11 January 2024) for the entry of restrictions against the Titles SYK455373 and TT124828. Costs 31. As regards costs, paragraph 9.1(b)(i) of the Land Registration Division's Practice Direction provides that if the Tribunal decides to make an order about costs, ordinarily the unsuccessful party will be ordered to pay the successful party's costs.

32. My preliminary view is that Ms Tan is entitled to payment by Ms Zeng of her reasonable and proportionate costs (i.e. on the Standard Basis) since referral by the Registry to the Tribunal on 30 January 2025. 33. I direct: 33.1 By 5 pm on 6 April 2026, any party who wishes to make an application for costs should file and serve by email (a) written submissions on the principle of who should pay costs and upon what basis, and (b) an estimate of those costs. 3 I could add two emails that Ms Zeng sent to Ms Tan on 16 July 2018 (“Dear baby, this is your property in Sheffield”) and summer 2023 (declaring a “fight to the death” and other vengeful behaviour) (page 957 of the Trial Bundle) but these were not put to Ms Zeng, so I leave them out of account. 33.2 33.3 If such a costs application is served, then by 5 pm 20 April 2026 the recipient of that application should file and serve their representations in response. The party applying for costs may then file and serve a response by no later than 5 pm 27 April 2026. 34. I will then consider the parties’ representations and determine the issue of costs in principal and give directions for the quantification of costs if appropriate. Dated this 23rd day of March 2026 Judge Alexander Bastin BY ORDER OF THE TRIBUNAL

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