



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **MAN/30UH/HMF/2024/0045**

Property : **69 Scotforth Road, Lancaster, LA1 4SD**

Applicants : **1. Beth Hitchen
2. Tamara Oakley Holton
3. Codie Semenytsh
4. Daniel Bentham
5. Isabella Benton
6. Leila Tillet
7. Ben Branton**

Representative : **Ms. Tamara Oakley Holton**

Respondents : **1. Frances Mister
2. Zubeir Mister**

Representative : **Mr. Zubeir Mister**

Type of Application : **Housing and Planning Act 2016 –
Section 41(1)**

Tribunal : **J Murray
J Fraser**

Date of Order : **9 March 2026**

ORDER

The application for a Rent Repayment Order is dismissed

BACKGROUND

1. The Tribunal received an application under section 41 of the Housing and Planning Act 2016 (the Act) from the Applicant tenants for a rent repayment order (RRO).
2. The Applicants ask that the Tribunal make a Rent Repayment Order pursuant to s72(1) of the Housing Act 2004, on the basis that the Respondents were in control or management of an unlicensed House in Multiple Occupation (HMO).
3. The Application was made by 7 students who rented a house at 69 Scotforth Road Lancaster LA1 4SE ("the Property") by an (undated) assured shorthold tenancy agreement. The tenancy commenced on the 14th September 2023 and expired on the 28th August 2024, a period of 350 days.
4. The tenancy agreement stated that the Landlord was Mr. Adam Moosa, of Lancaster Student Lettings, 6 Thurham Street Lancaster LA1 1YD, and the application was made against Lancaster Student Lettings (LSL). However Mr. Moosa subsequently contacted the Tribunal by email on the 17th October 2025 to deny that he was the Landlord, but a lettings agent engaged to let the Property. He stated in that email that the landlord and licence holder were Zubeir Mister / Boom Management Ltd, 108 St Leonards Gate, Lancaster LA1 1NN. On the 6th November 2025 a Tribunal Judge made an order substituting Frances Mister as First Respondent (as the legal owner) and Zubeir Mister as Second Respondent.
5. It was accepted by all parties that the Property was let as a House in Multiple Occupation, but without the necessary licence in place, until the Second Respondent made an application for a licence in his name, and that of a company Boom Management Limited.
6. The Second Applicant stated that he made the application on the 17th February 2024, and it was granted 7th May 2024. According to the local authority, a "partial" application was received on the 6th March 2025.
7. It was common ground therefore that the Property was let to the Applicants without a licence being granted.
8. Directions were made and complied with and the matter was listed for a Video Hearing at 10am on 9 March 2026

9. At the hearing the Applicants were represented by Applicant Ms. Tamara Oakley Holton as the Lead Applicant Beth Hitchen was abroad at the time. The Respondents were represented by Mr. Zubeir Mister. The First Respondent was not in attendance.

SUBMISSIONS FOR THE APPLICANTS

10. The Applicants filed written submissions and documentation, including the tenancy agreement and bank statements evidencing their rental payments, made to "Sturents.com" apparently a third party agency used by the Respondents' lettings agency LSL.
11. They also produced a letter dated 13th May from the Local Authority that confirmed that they had noted in January 2024 the Property was being let as an unlicensed HMO. An inspection was carried out on 31st January 2024 which revealed that there were 7 people from 7 separate households living there who had all signed tenancy agreements with Lancaster Student Lettings. The inspection also revealed some concerns over fire safety including no smoke seals fitted to fire doors, and cupboards off the fire escape route containing electrical equipment, without fire doors.
12. The City Council wrote to Lancaster Student Lettings on 8th February 2024 informing them that the Property was being run as an unlicensed HMO and expressing concerns over the fire doors.
13. The letter said that the City Council had received a partial application on 6th March from Lancaster Student Lettings due to some inconsistencies on the application form and missing documents. It was not clear from this letter whether the application was from LSL, or from the Second Respondent/Boom Management Limited. A draft application was issued on 19th April 2024 and a full licence was issued on 7th May 2024.
14. A formal inspection on 26th April 2024 revealed that no works had been undertaken on the fire doors since the January inspection and also that two fire doors on the top floor were not fully self-closing. The Officer also noticed that there was a lot of building materials in the back yard and that concerns were raised over the back entrance leading directly out into a dark alleyway without any artificial lighting or enclosed secure space. These issues were raised both with Lancaster Student Lettings and the First Respondent.
15. The Lead applicant also stated that throughout the period when the property was unlicensed, LSL did not acknowledge, apologise, or provide any explanation to tenants regarding the lack of an HMO licence or the safety concerns. During the tenancy, building works were undertaken at the

neighbouring property, which they understood was owned by the same landlord. These works caused persistent noise disruption, at times exceeding 100 decibels, significantly affecting their enjoyment of the Property. Despite raising concerns about the noise and the ongoing building works, no mitigation or substantive response was provided by LSL or the landlord.

16. In reply to the Respondents' subsequent submissions, the Applicants asserted that responsibility for obtaining and maintaining any required HMO licence rested with the Second Respondent, (and another company controlled by him, Boom Management Ltd) as the person in control and/or managing the Property, pointing out that it was the Second Respondent who applied for the licence in March 2024.
17. Day-to-day letting and management functions, including advertising the Property, drafting and issuing tenancy agreements, and liaising with tenants, were delegated to Lancaster Student Lettings under an agency arrangement which the Respondents had produced in their evidence. Rents were collected by Lancaster Student Lettings using an account controlled by Sturents.com, a third party student lettings company who provide end-to-end tools for landlords, agents and operators, including digital contract signing, rent collection, referencing and deposit handling. The noted that it had not been concluded who was in receipt of the final rent collected by Sturents.com.

SUBMISSIONS FOR THE RESPONDENTS

18. The Respondents stated that the application was misconceived, in that they were not the Landlord for the Property, and not in control of it, or in receipt of rents. They asserted that the Landlord during the relevant period was ZCG Asset Management Limited, a company incorporated under company number 10751221.
19. They stated that an RRO could only be made against a person who committed an offence within the meaning of section 40 of the Housing and Planning Act 2016, and in the case of an alleged offence under section 72(1) of the Housing Act 2004, liability might only attach where he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.
20. The Respondents asserted that at all material times, tenancy agreements were issued on behalf of ZCG Asset Management Limited t/a Student Living Company. They asserted that rent was payable to and received by ZCG Asset Management Limited t/a Student Living Company, and any obligation to apply for, hold or comply with an HMO Licence rested with ZCG Asset Management

Limited t/a Student Living Company. They stated that neither Respondent received rent in a personal capacity, or exercised personal control over the letting of the Property outside their roles as officers of the company, or assumed personal responsibility for licensing compliance.

21. Before the Tribunal, the Second Respondent stated that although the Property was held in the sole name of the First Respondent, his wife, (as evidenced by the Office Copy Entries provided by the Applicants), she actually held it in trust for a company 69 Scotforth Road Limited. He said that 69 Scotforth Road Limited had been struck off for failing to file a confirmation statement, but it was in the process of being reinstated. He said when this happened, the property would be transferred from the First Respondent. He did not say why this had not happened earlier.
22. He said that when the Property was purchased, there had not been time to set up the company, so it was held in trust by the First Respondent. A "Rent to Rent" agreement was said to have been entered into with 69 Scotforth Road Limited who entered into an agreement with ZCG Asset Management Limited t/a Student Living Company who in turn had an agency agreement with LSL. Aside from the LSL agency agreement, no documentation was provided by the Respondents to evidence this, or indeed where the rents were actually paid to.
23. ZCG Asset Management Limited t/a Student Living Company went into liquidation in October 2025. Their only assets were said to be some furniture held in storage.
24. He had then applied for an HMO Licence, he said on behalf of Boom Management Limited, another company of his which until that time had been running short terms lets through AirBnB and similar platforms. At the time he applied for the licence, ZCG Asset Management Limited t/a Student Living Company were still responsible for the property; he told the Tribunal that those arrangements continued until the end of the academic year in accordance with the LSL management agreement.

DETERMINATION

25. The Tribunal finds as a matter of fact that the Property was operated as House in Multiple Occupation, without a licence, from the 14th September 2023, until the 7th May 2024.

26. The question for the Tribunal to determine is whether either or both of the Respondents were the Landlord in control of the Property at the relevant period.
27. The tenancy agreement states in the preamble that "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the property. This was clearly inaccurate, as the Lettings Agent could not be entitled to possession of the Property. LSL were at no time the appropriate person to be the subject matter of this action; but there was an element of mystery to the Respondent's dealings throughout.
28. The Second Respondent indicated that LSL should have applied for the licence. But they had not done so, and their contract with him did not suggest they were ever responsible for doing so. They had not done so when the application was made in 2024.
29. Control is defined in section 263 of the Housing Act 2004.
30. Section 263(1) states that a "person having control", in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.
31. Section 263(3) states that a "person managing" means, in relation to premises, the person who, being an owner or lessee of the premises—
 - (a) receives (whether directly or through an agent or trustee) rents or other payments from—
 - (i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and
 - (ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; ...and includes, where those rents or other payments are received through another person as agent or trustee, that other person.
32. The Property was owned in the sole name of the First Respondent. There was no evidence before the Tribunal of the trust agreement that was said to give beneficial ownership to 69 Scotforth Road Limited, a company which had been compulsorily struck off on 10th December 2024. Apparently if reinstated, the

registered title would be transferred to that company. There was no explanation as to why this had not been done previously given the First Respondent had owned the Property since 2019.

33. The Second Respondent was the sole director of ZCG Asset Management Limited t/a Student Living Company (now in liquidation) who had instructed the Lettings Agent LSL to let the Property. LSL in their correspondence to the Tribunal dated 17th October 2025 stated: The landlord and licence holder are: Zubeir Mister / Boom Management Ltd, 108 St Leonards Gate, Lancaster LA1 1NN.
34. The Second Respondent is the sole director of Boom Management Ltd which is now said to be in control of the Property. No documentation supported how the control had gone from the First Respondent, to 69 Scotforth Road Limited (struck off) to Boom Management Limited.
35. The Second Respondent had completed an application for an HMO Licence. He told the Tribunal that he made his application on behalf of Boom Management Limited; he also told the Tribunal that at the time he applied for the licence, that ZCG Asset Management Limited t/a Student Living Company were still responsible for the property; he said that those arrangements continued until the end of the academic year in accordance with the LSL management agreement.
36. He told the Tribunal that he was applying for the licence as the Director of Boom Management Limited, and not in his personal capacity. On the application form he stated that Boom (Management) Limited were the person having control of the HMO; even though they were not currently the manager at that time.
37. In the section naming the proposed licence holder, he wrote Boom Management Limited, his name Mr. Zubeir Mister, and his date of birth. He stated the owner of the Property was 69 Scotforth Road Ltd (despite the Land Registry entries showing the First Respondent as the owner). He stated the proposed manager was Mr. Adam Moosa of LSL.
38. At 4.2 of the application form, he said that the proposed licence holder had contravened planning laws and faced proceedings by a Council. The details he gave for this planning law breach was his own name, Zubeir Mister for a property at 75 Church Street Lancaster, where he had been served with an Enforcement Notice.
39. It was clear to the Tribunal that he had completed the application for himself as licence holder; he did not suggest that Boom Management Limited had contravened planning laws. If, as the Second Respondent suggested, any

obligation to apply for, hold or comply with an HMO licence rested with ZCG Asset Management Limited t/a Student Living Company, why did he undertake this task himself? The suggestion in their submissions that the Respondents were not responsible for applying for the licence was not borne out by what happened; the Second Respondent applied for the HMO Licence, in his own name, alongside the name of another company Boom Management Limited, which was in his sole control.

40. The Licence Holder who was granted a licence on the 7th May 2025 is stated to be Zubeir Mister, Boom Management Limited.
41. The Respondents' business dealings are opaque. The property is in the name of the First Respondent, but the Tribunal was told that management was the responsibility of a shell company, now defunct, by an undocumented arrangement. Whether by accident or design, neither their individual names, nor their company name, appeared on the tenancy agreement where their agent stated that he himself, (not even his company LSL) was the Landlord.
42. The Respondents assert that tenancy agreements were issued on behalf of, and rent was payable to, and received by ZCG Asset Management Limited t/a Student Living Company. This was not borne out by the evidence. The Applicants paid their rent directly to an agent of the Lettings Agent. The Applicants had never heard of ZCG Asset Management Limited t/a Student Living Company, and LSL never suggested to the Tribunal or to the tenants that ZCG Asset Management Limited (in liquidation) or 69 Scotforth Road Limited (dissolved via compulsory strike off) had anything to do with the Property or their tenancy.
43. There was no logical explanation put forward as to why Boom Management Limited would have the right to receive rents of £45,000 a year plus, for no apparent capital outlay.
44. But the Tribunal is mindful of the case of *Rakusen v Jepsen and others* [2023] UKSC9 whereby the Supreme Court made clear that a Rent Repayment Order (RRO) might only be made against the immediate landlord of the tenants, overturning the decision of the Upper Tribunal in *Goldsbrough v CA Property Management Ltd* [2019] UKUT 311 (LC), [2020] HLR 18 in which Judge Elizabeth Cooke had decided that an RRO could be made against a superior landlord as well as the immediate landlord
45. The offence must be proved beyond reasonable doubt. The only documentation that we have seen is that rent was payable to an agent of LSL, and under a contract between LSL and ZCG Asset Management Limited t/a Student Living Company, rents were payable to the latter.

46. In those circumstances, on these facts, and applying the (current) law as laid down by the Supreme Court in *Rakusen*, we have to dismiss this appeal. We note that the current law is to be changed by section 40 of the Housing and Planning Act 2016 by section 103 of the Renters Rights Act 2025, designed to close down the loopholes that currently enable evasion of penalties by the use of the corporate veil. That change to the law is not yet in force.

Tribunal Judge John Murray
9 March 2026