



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

**Case Reference** : **MAN/00CG/HMF/2025/0600 and 0606**

**Property** : **Rooms A and 2, 122 Henry Street, Sheffield**

**Applicants** : **(1) OLIVER GEARING  
(2) JOHN GREGSON**

**Respondent** : **EITAL MICHAEL AZOFF**

**Type of Application** : **Application for Rent Repayment Order, section  
43, Housing and Planning Act 2016**

**Tribunal Members** : **Tribunal Judge A M Davies  
Tribunal Member J Gallagher, MRICS**

**Date of Decision** : **11 February 2026**

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**ORDER**

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1. The applications for Rent Repayment Orders are refused.
2. The Respondent shall reimburse the tribunal fees paid by the Applicants in the sum of £110 to Mr John Gregson (Application Fee) and £337 (Application Fee and Hearing Fee) to Mr Oliver Gearing.

**REASONS**

1. Dr Azoff and his wife inherited from Dr Azoff's father a 5 bedroomed property known as 122 Henry Street, Sheffield. The property is a purpose-built HMO with communal space shared by the 5 tenants. Dr Azoff did not own other rented property and was not in a position to manage the lettings himself. He employed as

letting agents and property managers first Omnia Estates and subsequently Cactus, who were acquired by Linley & Simpson in September 2021. Omnia Estates applied on Dr Azoff's behalf for an HMO licence, which they obtained and which expired on 1 January 2022.

2. The Applicants each rented a room in the property. Mr Gregson rented Room A from 1 September 2022 to 30 June 2023, and again from 1 July 2023 (although he occupied from 1 September 2023) to 30 June 2024. During the first letting he paid a rent of £476.33 per month, and from 1 September 2023 to June 2024 he paid £550 per month. Mr Dearing rented Room 2 from September 2021 to June 2022 at a rent of £498 per month and again from 29 July 2023 to June 2024 at a rent of £575 per month.
3. Dr Azoff told the Tribunal that the property was fully let more or less continuously during his ownership. At all times the rent paid by his tenants included the cost of services shared by the five occupants, ie the cost of gas and electricity, water, TV licence and broadband. The rent also included Council Tax for those tenants who, if they were no longer students, were subject to it.

#### THE LAW

4. Section 43 of the Act provides that the tribunal may make a RRO if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which Chapter 4 of the Act applies. Control or management of an unlicensed HMO, contrary to section 72(1) of the Act, is such an offence. The wording of section 43 requires that the tribunal, if it finds that an offence has been committed, must exercise its discretion as to whether or not to make a RRO before, if appropriate, considering the amount of rent to be repaid.
5. Section 44(4) of the Act sets out how the tribunal is to calculate the amount of any rent to be repaid. The amount must relate to the rent paid by the tenant during a period, not exceeding 12 months, during which the landlord was committing the offence. The tribunal must "in particular" take into account the conduct of the landlord and tenant, the financial circumstances of the landlord, and whether the landlord has previously been convicted of a relevant offence.

6. Further guidance as to calculation of the amount to be repaid is given in the Hon Mr Justice Fancourt’s judgement in *Williams v Parmar and others* [2021] UKUT 244 (LC).

## THE APPLICATIONS

7. On or about 29 November 2024 Sheffield City Council contacted the Applicants to confirm that Dr Azoff had not held an HMO licence between 11 November 2023 and 17 January 2024 and that they were therefore entitled, under section 43 of the Housing and Planning Act 2016 (“the Act”), to apply to the tribunal for a Rent Repayment Order (“RRO”). Mr Dearing applied on 31 December 2024 and Mr Gregson applied on 2 January 2025. At the time of their applications the Applicants were unclear about the dates between which Dr Azoff had committed an offence under section 72(1) of the Act, and indicated that they might seek repayment of the rent paid over as long a period as was permitted by the Act.
8. The applications were heard by video link. There was no legal representation. The dates of the lettings, the rents paid, and the overall costs of services provided by the landlord during the relevant times were all agreed between the parties. Further, both Applicants confirmed that Dr Azoff had been a good landlord and that no negative issues had arisen during their tenancies. However Mr Gregson said that Dr Azoff had given him incorrect information in or about early January 2024, namely that the lack of an HMO licence need not concern him and was a matter to be dealt with between Sheffield City Council and the managing agents Linley & Simpson, who would be applying for a retrospective licence.
9. Mr Gregson sought to recover the net rent he paid from October 2022 to July 2023 and from September 2023 to 17 January 2024. This represented 12 months’ rent, with a two month break in July and August 2023. Mr Dearing’s claim was for net rent paid from July 2023 to January 2024. None of the parties had calculated the net rent figures but the Tribunal was provided with sufficient information to do so if necessary.

## THE RESPONSE

10. Dr Azoff did not refer the Tribunal to any question about the date of the January 2024 HMO licence based on his application for it in December 2023 which was

delayed for reasons beyond his control. Following *Williams v Parmar* the Tribunal has not addressed itself to this issue since it was not raised before them.

11. Dr Azoff admitted that he had committed an offence under s72(1) of the Act in that he had not held an HMO licence between 1 January 2022 and 16 January 2024. He told the Tribunal, and the Tribunal accepts, that he had sought to be an exemplary landlord, keeping himself informed about new regulations as they came into effect despite employing professional property managers. In November 2023, he said, he telephoned Sheffield City Council to find out whether fire alarm testing should be carried out monthly or could be done less frequently. He was told that less frequent checks were acceptable, but decided to continue with monthly checks in any event. During his conversation with a representative of the Council he was told that his HMO licence had expired. He said that he was horrified, and brought the matter up with Linley & Simpson at once. He understood from the Council that Linley & Simpson could apply retrospectively for a backdated licence, and this is what he told his tenants when they became aware of the situation. This information was of course incorrect, but Dr Azoff believed it at the time.
12. In due course Dr Azoff and his wife were required to pay a financial penalty for the offence. They did not appeal against the amount, having been advised that it was set at an acceptable figure.

## FINDINGS

13. The financial penalty system is designed as an alternative to prosecution and enables the local housing authority to maintain housing standards by punishing offenders and creating a deterrent. The RRO provisions of the Act are intended to deter rogue landlords who are either careless of the licensing requirements, or ignore them in order to avoid scrutiny of their substandard housing.
14. Dr Azoff is not a rogue landlord, but on the contrary has taken excellent care of his property and tenants. Following commission of the licensing offence which has led to this application, he and his wife sold the property.
15. The RRO provisions of the Act were not, in the opinion of the Tribunal, designed to “catch” a landlord such as Dr Azoff who had only one let property, not originally

bought in order to provide additional income for himself, and who appointed professional agents to manage it. Throughout the tenancies he supplied his tenants with the service they contracted for, which he delivered to a high standard.

16. In all the circumstances of the case and taking into account the evidence they have heard and read, the Tribunal exercises its discretion not to make a RRO. However the Applicants were entitled to make their application, and the fees they paid to the tribunal are to be refunded by Dr Azoff.