



NOTABLE CASE

REFERENCE NUMBER:	RT131/23 // RT114/23	DATE:	15 NOVEMBER 2023
MATTER HEARD BY:	DEPUTY CHAIRPERSON: MATHEBULA TF, MEMBER: MUGIVHI FP AND MEMBER: BALOYI C		

1. NATURE OF DISPUTE

OUTSTANDING RENTAL OF R13 260.00 AND COUNTER CLAIM OF DAMAGES OF ASSETS
CAUSED BY BURSTING OF WATER PIPE

2. PARTIES TO DISPUTE

1. X
2. Y

3. COMPLAINANT'S SUBMISSION

THE RESPONDENT, MR Y, HAS FAILED TO PAY RENTAL FOR TWO MONTHS. HIS RENTAL AMOUNT IS R6 500.00p/m. UPON REQUESTS BY THE COMPLAINANT WHICH LED TO WRITTEN LETTERS OF DEMAND, THE COMPLAINANT RAISED AN ISSUE OF HIS DAMAGED ASSETS CAUSED BY WATER/FLOOD FROM PIPE BURST IN THE RENTED PROPERTY.

IT IS THE COMPLAINANT'S SUBMISSION THAT THE SAID FLOOD WHICH CAME FROM PIPE BURST WAS NOT CAUSED BY HER. FURTHER THAT UPON THAT INCIDENT BEING REPORTED TO HER, SHE LODGED A CLAIM WITH STANDARD BANK WHO ARE INSURERS OF THE PROPERTY.

IT WAS ALLEGEDLY REPORTED TO THE COMPLAINANT BY THE INSURER THAT THEY ARE STRUGGLING TO GET HOLD OF THE RESPONDENT AND THAT WHEN THEY DO, THE RESPONDENT INDICATES HIS UNAVAILABILITY. THE AIM OF THE INSURER WAS TO ASSESS THE DAMAGE IN ORDER TO GIVE THE COMPLAINANT, WHO IS THEIR CLIENT PROPER SERVICES.

ULTIMATELY THE INSURER FINALLY GOT ACCESS AND THEIR TECHNICIANS REPLACED THE PIPE.

UPON REALISING THAT THE RESPONDENT IS STILL NOT WILLING OR PREPARED TO PAY HIS RENTAL ARREARS, COMPLAINANT SOUGHT THE ASSISTANCE OF THE RENTAL HOUSING TRIBUNAL AND THEREFORE LODGED A COMPLAINT.

4. RESPONDENT'S SUBMISSION

IT IS THE RESPONDENT'S SUBMISSION THAT THE REASON HE IS REFUSING TO PAY RENTAL IS THAT HE AND HIS WIFE SUFFERED DAMAGES DUE TO WATER THAT FLOODED AFTER THE BURSTING OF RUSTED PIPES IN THE PROPERTY. HE ALLEGES THAT HIS WIFE ALSO SUFFERED ELECTRIC SHOCK AS SHE WAS TRYING TO SWITCH OFF WATER AS SHE DIDN'T KNOW THAT FLOOD WATER HAS ALSO AFFECTED THE WIRES.

THE RESPONDENT INDICATED THAT HE IS WILLING TO PAY THE ARREARS ON CONDITION THAT HE BE REIMBURSED FOR THE DAMAGES HE SUFFERED WHICH ARE:

1. 60CM TV NO LONGER WORKING
2. DAMAGED FURNITURE
3. PLUMBER AND ELECTRICIAN SERVICES

5. RULING OF THE RENTAL HOUSING TRIBUNAL

HAVING HEARD THE MAIN COMPLAINT AND THE COUNTER CLAIM ON 09 NOVEMBER 2023, THE TRIBUNAL RECONVENED FOR DELIBERATIONS ON 15 NOVEMBER 2023 AFTER RECEIVING THE SUPPORTING DOCUMENTS / EVIDENCE WHICH WERE OUTSTANDING ON THE DATE OF THE HEARING.

THE RULING WAS AS FOLLOWS:

1. THE RESPONDENT'S CLAIM FOR TV DAMAGE WAS DISALLOWED;
2. THE RESPONDENT WAS ORDERED TO PAY THE RENTAL ARREARS OF R13 190.00 IN TWO

INSTALMENTS, ON OR BEFORE 15 JANUARY 2024.

6. REASON FOR THE DECISION

1. DURING HIS TESTIMONY, THE RESPONDENT INDICATED THAT HE HAD A 60CM TV AT THE TIME, WHICH WAS DAMAGED BY WATER. HOWEVER THE EVIDENCE THAT HE SUBMITTED WAS THAT OF A 46CM TV. ALSO THE EVIDENCE GIVEN BY THE PREMISES' GENERAL WORKER IS THAT THE RESPONDENT NEVER OWNED SUCH A BIG TV AS HE ONCE ASSISTED THE RESPONDENT OFFLOADING THINGS INTO THE PROPERTY AND ONLY SAW A SMALL TV. THEREFORE, THE RESPONDENT FAILED TO PROVE THAT THE ALLEGED DAMAGES TO HIS TV WERE CAUSED BY THE BURST WATER PIPE.
2. THE REASON BEHIND ORDERING THE RESPONDENT TO PAY ARREARS IN FULL IS THAT BY LAW, SPECIFICALLY RENTAL HOUSING ACT, HAVING A COUNTER-CLAIM OR COMPLAINT CANNOT BE USED AS A REASON FOR WITHHOLDING RENTAL PAYMENT.
3. THE OTHER CLAIMS, THAT OF FURNITURE, HIS WIFE SUFFERING FROM ELECTRIC SHOCK, PLUMBER AND ELECTRICIAN SERVICES FELL OFF DURING THE RESPONDENT'S TESTIMONY AS HE MAINTAINED THAT ALL HE WANTS IS FOR THE COMPLAINANT TO REIMBURSE HIM FOR HIS BIG SCREEN, NOTHING ELSE. THEREFORE NO RULING WAS GIVEN TO THESE CLAIMS AS PER THE RESPONDENT'S SUBMISSION.