



NOTABLE CASE

REFERENCE NUMBER:	G475/2023	DATE:	07 December 2023
MATTER HEARD BY:	THE MPUMALANGA RENTAL HOUSING TRIBUNAL		

1. NATURE OF DISPUTE

MAIN-CLAIM

1. Non-payment of rent and services.
2. Refusal of access for maintenance and random inspections.

COUNTER- CLAIM

1. Intimidation from the landlord.
2. Failure to do maintenance at the property.

2. PARTIES TO DISPUTE

MR. N versus MRS. S

3. COMPLAINANT'S SUBMISSION

- 3.1 Complainant rented out his house to the Respondent who moved in with her partner, who happened to be the Property Practitioner responsible for management of the property in dispute.
- 3.2 The Complainant testified that AA property was given a mandate to manage the property and draft the contract, unknowingly that their employee was also going to be a tenant that occupied the very same property.
- 3.3 The Complainant confirmed that there was some maintenance that needed to be done to bring the property up to an accepted level including cutting grass and painting inside the house.
- 3.4 They agreed on a monthly rent payment of R4500.00, and no deposit was paid by mutual agreement. Parties agreed on Municipal services that the Respondent would pay according to the usage bill of the consumption of that particular month. After four months, the Respondent terminated the Lease Agreement and handed over the keys on the same day.

- 3.5 The Complainant confirmed that the Respondent moved into the property and paid three months rentals (March until May), but the Municipal account was never paid. The Complainant confirmed that he never gave Respondent any Municipality account.
- 3.6 On 15 June 2023, when the Complainant decided to go to the house to see the repairs that needed to be done, the Tenant refused access and called the Police, reporting that the complainant was harassing her and her husband.
- 3.7 Prior occupation by the Tenant, there was an incoming inspection done by both parties.

4. RESPONDENT'S SUBMISSION

- 4.1 The Respondent (Mrs. S) testified that she is a tenant of property in Secunda, as of the 01 of March 2022.
- 4.2 The Respondent testified that she was informed by the Landlord that the Municipal account was up to date, and Maintenance was to be done by the Tenant. The Respondent was told that Plumbing and Electrical systems are functioning well.
- 4.3 Only when she moved into the property, she find out that there was no water running, and there was no working electricity system. The Respondent also confirmed on record that an incoming inspection was conducted.
- 4.4 Respondent explained that she accepted the situation based on the promise that the Complainant will fix the plumbing, the ceiling and electrical system during the next day because the Complainant (landlord) was still around Secunda, and the rental paid to the Complainant was to assist him in fixing some of the damages to the property.
- 4.5 Respondent confirmed that materials were purchased, but there were no pipes that connect the outside water to the main house, only the outside tap was working. The Respondent also confirmed that the fourth monthly rental was paid to the landlord however, it was withheld by the Estate Agent that is managing the property.

5. RULING OF THE RENTAL HOUSING TRIBUNAL

- 5.1 Having heard both parties, the Rental Housing Tribunal hereby issued the following order:
- I. That Respondent was ordered to pay the Complainant the monthly rental of R4500.00 and
 - II. The outstanding Municipal services of R7 761.52.
 - III. That the total sum of R12 261.52 be paid within 14 working days.

6. REASON FOR THE DECISION

- 6.1 It was evident that both parties acknowledge that there was one-month outstanding rental, and also there was outstanding Municipal Account for four months.

● **NB: MEMBERS TO NOTE BELOW AS TO WHY WE THOUGHT THIS IS A NOTABLE CASE**

- 6.2 Complainant (Landlord) lodged a new Complaint form with regards to damages to property after the Tenant has vacated the very same property.
- 6.3 Both parties were served with summons to attend before the Tribunal, but only the Complainant (Landlord) was present at the hearing.
- 6.4 The Complainant failed to produce an incoming inspection list to compare with the outgoing inspection list because the property was managed by the Property Practitioner that failed to appear before the Tribunal.
- 6.5 In light of the above, the Tribunal therefore:
- 6.5.1 Decides to stand down the matter on the basis that there was no incoming inspection list presented before them.
- 6.5.2 To advise the Complainant (Landlord) to approach the Property Practitioner Regulatory Authority for failure by the Property Practitioner to honour the mandate concluded by both parties, and also that,
- 6.5.3. The Property Practitioner happens to be the partner of the Respondent (Tenant).