



NOTABLE CASE

REFERENCE NUMBER:	RT1197/12/2023	DATE:	5 MARCH 2024
MATTER HEARD BY:	NORTH WEST RENTAL HOUSING TRIBUNAL		

1. NATURE OF DISPUTE

1. Allegation of failure to pay rental.
2. Claim for damages to the rented dwelling.

2. PARTIES TO THE DISPUTE

1. The complainant, G, represents herself.
2. The respondent, Z being represented by Mr. S

3. COMPLAINANT'S SUBMISSION

1. The complainant entered into a written lease agreement with the respondent for a fixed period. The respondent rented the property for an employee, hereafter referred to as the occupant, At the end of the fixed period the occupant remained in the rented dwelling for several months with the permission of the complainant.
2. The lease agreement contains a paragraph that the lease shall continue on a month-to-month basis after the fixed term.
3. The respondent made rental payments up to the end of the fixed term.
4. She had negotiations with the occupiers to enter into a lease but nothing substantial materialized.
5. She prays for an order against the respondent for arrear rental after the lease has expired and while the respondent's employee remained in occupation.

4. RESPONDENT'S SUBMISSION

1. The respondent confirmed the existence of a fixed term lease that expired.
2. The respondent had no intention to continue with the lease.
3. The respondent argued that section 14 (2)(c) and (d) of the Consumer Protection should be applied and that the complainant's failure to comply with the notice regarding renewal bar her from seeking redress in terms of the lease agreement.

4. The occupiers, Mr. and Mrs.J were present at the hearing although they were not parties to the dispute. (It emerged that the respondent and the occupiers were related).

5. RULING OF THE RENTAL HOUSING TRIBUNAL

1. After the Tribunal received the submissions by both parties the respondent and the complainant requested an opportunity for last-minute settlement negotiations.
2. The Tribunal granted this request.
3. The complainant, respondent and occupiers presented a settlement agreement to the Rental Housing Tribunal with a request that it be made a ruling of the Tribunal.
4. Important to note that, part of the agreement was that the occupiers requested to be joined as 2nd and 3rd respondents.
5. The Tribunal, after considering the agreement, made it an order of the Tribunal.

6. REASON FOR THE DECISION

1. The ruling by the Tribunal highlights the importance of allowing parties the opportunity to settle matters amicably and in a cost-effective manner.
2. This principle is embedded in the preamble, section 13(6)(e), and section 13(12)(b) of the Rental Housing Act, Act 50 of 1999 as amended.