



NOTABLE CASE

REFERENCE NUMBER:	644 /22/23	DATE:	28/03/2023
MATTER HEARD BY:	THE KWAZULU-NATAL RENTAL HOUSING TRIBUNAL		

1. NATURE OF DISPUTE

Failure to refund deposit and failure to refund advance payment

2. PARTIES TO DISPUTE

Miss M. Complainant and Mr R. Respondent

3. COMPLAINANT'S SUBMISSION

- The Complainant testified that she entered into a written lease agreement with the Respondent on the 29th of October 2021. The lease was for a period of six months commencing on 29th October 2021 and terminating on the 30th April 2022 and same was extended for another six months. A copy of the lease agreement was handed in and marked exhibit "A".
- The Complainant testified further that, as per lease agreement a deposit was an amount of R16 900, 00 but parties reached a consensus that the Complainant had to make advance payment for the whole period of tenancy.
- The rental was an amount of Thirteen Thousand Nine Hundred (R13 900.00) per month.
- In July 2022, the Complainant had problems with the leakage from the bathroom and some water from the floor. She reported the incident to the Respondent who promised to fix the problem but did not do anything about the problem.
- Complainant testified that; upon occupation of the property, she did not encounter any problems but problems began in July 2022.
- On the 18th August 2022, an inspection was conducted in the presence of the Complainant with photos which were admitted as Exhibit "B".

- The Complainant testified further that, in an attempt to fix the damage or the leakage in the property she contacted G.K.N. Plumbers for a quotation and she gave same to the Respondent but the Respondent did not consider it. Quotation admitted and marked as an Exhibit “C”.
- Complainant testified further that; she had never received any municipal bill from the Respondent. However, that there was a verbal agreement between the Complainant and the Estate Agent that the Complainant was going to pay an amount of Eight Hundred Rand (R800.00) per month. She ultimately paid Two Hundred and Fifty Rand (R2 250.00) per month from July 2022 until she vacated the property.
- The Complainant testified further that, she gave a notice to vacate the property in July 2022 and only vacated the property around the 2nd of September 2022.
- The relief that the Complainant was seeking was as follows:
 1. Refund of her deposit of R16 900
 2. Rental advance of 5 months in the sum of R69 000

4. RESPONDENT'S SUBMISSION

The Respondent was not in attendance.

5. RULING OF THE RENTAL HOUSING TRIBUNAL

WHEREAS The Complainant and the Respondent were summoned for a hearing in the dispute under Case No. **13/8/3/07/02/644/22/23** before the Tribunal held at Durban on 28th March 2023 duly constituted by:-

Chairperson

2 X Tribunal Members

as contemplated in section 10(5) of the Rental Housing Act (Act No 50 of 1999).

Having heard the evidence of the parties, the KwaZulu-Natal Rental Housing Tribunal makes the following Ruling in terms of Section 13 of the Rental Housing Act (Act No 50 of 1999):-

- In light of the above, the Respondent is ordered to pay to the Complainant the sum of Eighty-Six Thousand Four Hundred (R86 400) together with interest at a prescribed rate at the time.

6. REASON FOR THE DECISION

- It is common cause that the parties entered into a written lease agreement dated the 29th day of October 2021 and same was renewed in May 2022.
1. *Rule 24(1) of the Consumer Protection Act 68 of 2008, provides that if a party fails to attend or be represented at any hearing or any proceedings, and that party-*
- b) is not the applicant, the presiding member may continue with the proceedings in the absence of that party; or adjourn to the hearing to the later date.*
- (2) The Presiding member must be satisfied that the party had been properly notified of the date, time and venue of the proceedings, before making any decision in terms of subrule (1).*
- The Kwa-Zulu Natal Rental Housing Tribunal is satisfied that the Respondent was properly served and given an opportunity to put forward his case but did not do so. Therefore the evidence of the Complainant was not challenged