



NOTABLE CASE

REFERENCE NUMBER:	672/10/2022/NCF	DATE:	29 NOVEMBER 2022
MATTER HEARD BY:	THE NORTHERN CAPE RENTAL HOUSING TRIBUNAL		

1. NATURE OF DISPUTE

- Failure to provide municipal services.
- Failure to pay municipal account.
- Failure to do maintenance.
- Illegal lockout.
- Unlawful entry.
- Failure to furnish receipts.
- Claim for remission of rental.
- Intimidation and harassment.

2. PARTIES TO DISPUTE

The Complainant is the Tenant and the Respondent is the Trustee of a family Trust who is the Property Owner.

3. COMPLAINANT'S SUBMISSION

- The Respondent enters the rental property without his permission.
- The Respondent has additional keys to the property that he uses to enter the property without the tenant's consent.
- At some stage the Respondent changed the locks to the security doors which made it impossible for the Complainant to lock the doors.
- The Respondent authorised painters to enter the rental property in the absence of the Complainant to paint.

- The painters spilled paint over his curtains and furniture.

- He had to change the battery to the gate because it would not work and the Respondent indicated that he must just switch the brakers on and off every time that the gate gives problems because it is the result of persistent loadshedding.
- The Complainant eventually replaced the battery at his expense.
- He was unable to load pre-paid electricity as the meter box was blocked by the municipality.
- This was over a weekend and he had to remain without electricity for this period.
- The Respondent was informed and the matter was only resolved on the Monday morning.
- Because he and the property owner were constantly having disagreements, he did not stay at the rental property for a period of two months and he wants the rent that he paid for those months refunded to him.
- He gave notice of cancellation of the rental agreement after a friend told him that the property is being marketed for rental as the Respondent confirmed that he wanted new tenants.

4. RESPONDENT'S SUBMISSION

- The Respondent testified that because the Complainant would not open the property for them to do maintenance, he changed the locks but provided the Complainant with copies thereof.
 - Further that in terms of the rental agreement he could go onto the property at any time and therefore do not have to give prior notice to the Complainant.
 - He had to repaint the rental property because of poor workmanship by the previous painters.
 - He further testified that there are two accounts to the property. One for the previous owners and one for the current owner.
 - It regularly happens that the municipality incorrectly disconnects services to the rental property as a result of same address.
 - It was not possible for them to attend to the Complainants complaint of lack of electricity over the weekend but they ensured that it was remedied the Monday.
 - Because of the constant altercations between him and the Complainant, he decided that he wants a new tenant and therefore he marketed the property.
 - The Complainant was aware of his intentions.
- He claimed damages in the amount of R42 000.00 from the Complainant.

5. RULING OF THE RENTAL HOUSING TRIBUNAL

- This amount is as a result of damages arising from the rental agreement between the parties.
- The Respondent must pay to the Complainant the amount of R19 000.00 within 7 days.
- The Complainant is indebted to the Respondent in the amount of R11 700.00.
- This is the balance after set off in respect of the Complainant's deposit held by the Respondent.

6. REASON FOR THE DECISION

- The parties abandoned their claims and disputes.
- It was agreed between them that an amount of R11 000.00 was due and payable by the Complainant in respect of damages.
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It was agreed between them that an amount of R11 000.00 was due and payable by the Complainant in respect of damages.
- Same would be set off against the deposit that the Respondent holds in favour of the Complainant.
- The balance of R19 000.00 will be paid by the Respondent to the Complainant within 7 days from the date of the hearing.