

Ruling in terms of section 13 of the Rental Housing Act, 50 of 1999.
Miss Sindi Duma v Mrs Adams
Reference: 13/3/8/1671

Rental Housing Tribunal Hearing –Complaint by Tenant in respect of maintenance, electricity / water bill, receipts, restriction on visitation, verbal abuse – Complaint lodged on 15 July, 2004-dwellings: 80 Amber Road, Clairwood, KwaZulu Natal.

Mediation on 10 August 2004 failed, matter set down for a hearing.

Hearing: 9 September 2004 (Part Heard)
22 September 2004 (Part Heard, including inspection *in loco*)

Members: C. Ngidi, M.M. Mthembu, S.I. Mohamed
Proceedings chaired by C. Ngidi

The Complainant, S. Duma occupies a single room at 80 Amber Road Clairwood. She lodged a complaint with the Rental Housing Tribunal on 15 July 2004. Her evidence dealt with maintenance and repairs of her dwelling, the use and enjoyment of it, action by the landlady that affected her rights as a tenant to privacy, receipts not issued, receiving visitors and subject to verbal abuse by her landlady.

The Respondent, Mrs J.B. Adam in her evidence conceded that maintenance was required and that she did not issue receipts, removed the front door and taps, that restrictions were placed on the complainant to receive visitors and also expressed concern about the race of the visitors. The Respondent denied verbal abuse.

Her attorney J.A. Moodley in cross examination produced a document purported to be an agreement of lease, headed “Application to Rent 1. (Single) room at 80 Amber Road Clairwood, 4052. From Mrs J. B. Adam”. This document provides for the signature of the complainant only and incorporated certain “house rules”.

NC Tomose also a tenant who occupies another single room at 80 Amber Road Clairwood gave evidence about the alleged verbal abuse of the respondent. One of the concerns raised by the tenants was that the respondent threatened eviction when tenants complained about the dwelling.

Mrs Adam's daughter gave evidence corroborating her mother's evidence. Parties also indicated that there was a case before the Equality Court regarding the verbal abuse that included what appeared to be racist remarks.

On inspection of the dwelling and the property as a whole, a number of issues were drawn to the Tribunal's attention by both parties. Some of the issues that were not challenged or refuted by the respondent and in fact conceded, include,

- i) The removal of one of the main doors that provided security and access to the ground floor where eight tenants occupied a room each;
- ii) The tap in the shower cubicle was removed;
- iii) One double basin located in the courtyard provided for the ablution needs of all the tenants, including four tenants that occupied dwellings in the courtyard. This basin was the only service available to the tenants to wash their clothes and dishes.
- iv) Dampness and water stain on the walls, water seepage through the ceilings, accumulation of moss on the window ledge and framework.

The Tribunal having heard the evidence of the parties and after the parties dealt with cross-examination as well as having inspected the dwellings, listed the following items to terminate the unfair practices so as to re-establish the rights and responsibilities of the parties and to harmonise their relationship. In listing these items the Tribunal rules as follows to terminate the unfair practice.

1. The respondent must, with immediate effect, replace the door to the side entrance, replace the tap in the shower cubicle; replace the second tap in the basin.

2. The respondent is further ordered to issue receipts for all payments made by the tenants as required by the provisions of the Rental Housing Act 50 of 1999 [s5 (3) (a) (b)].
3. The respondent is precluded in terms of s4(1) of the Rental Housing Act 50, of 1999 to interfere with the tenants and their rights to receive *bona fide* visitors and visitors of their choice. The Constitution of South Africa provides for the freedom of association (s18) and the respondent is duty bound to respect this right.
4. Regarding the electricity and water bill, the respondent must produce the original bill or certified copy thereof to the tenants for the payment of consumption charges.
5. The complainant and the respondent must refrain from any verbal abuse or any behaviour that interferes with the peace and quiet of the parties and the full use and enjoyment of the dwelling.
6. The landlady is under legal obligation to maintain the dwellings in reasonably fit condition [Harlin Properties (Pty) Ltd v Los Angeles Hotel (Pty) Ltd 1962 (3) SA 143 (AD); s13 (4) (c) (ii) (iv) Rental Housing Act 50 of 1999]. A tenant is entitled to diminished rental as part of her remedy [Ntshiqqa v Andreas Supermarket (Pty) Ltd 1997 (3) SA 60 (Tk); s13 (5) of the Rental Housing Act 50 of 1999].

The respondent is further ordered to ensure that the dwellings of the tenants are kept in good state of repair and in this respect is required within two months to attend to: -

electrical sockets and plug points to ensure that these are functional and secure

dampness water stains on the walls

water seepage through the ceilings.

The Tribunal reserves its rights to reduce the rental should the respondent fail to carry out the necessary repairs and maintain the dwellings in reasonably fit condition and fails to perform in terms of the ruling.

The parties attention is drawn to the following provisions of the Rental Housing Act 50 of 1999, sections 4, 5 and 16 that entitles a party to approach any competent court to enforce these provisions. Section 16 deals with offences and Penalties and a party who fails to comply with the Tribunal's ruling [s13(4)] will be guilty of an offence and if convicted will be liable to a fine or imprisonment not exceeding two years or to both such fine and such imprisonment.

Signature
C Ngidi
Chairperson

Signature
MM Mthembu
Member

Signature
SI Mohamed
Member