KWAZULU-NATAL PROVINCE
HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: RENTAL HOUSING TRIBUNAL

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SUBMISSION

TO	HONOURABLE DR. A C BIYELA CHAIRPERSON OF THE PORTFOLIO COMMITTEE ON HUMAN SETTLEMENTS
FROM	MR. S.A. DUMA (MPL) MEC FOR TRANSPORT ANS HUMAN SETTLEMENTS
SUBJECT	TABLING OF THE KWAZULU NATAL RENTAL HOUSING TRIBUNAL 2025/2026 ANNUAL REPORT TO THE PROVINCIAL LEGISLATURE
DATE	31 JULY 2026

1. PURPOSE

1.1 To table the 2025/2026 Annual report on the activities of the Rental Housing Tribunal to The Provincial Legislature in compliance with section 12(5) of the Rental Housing Act no 50 of 1999

2. BACKGROUND

2.1 The current Term of Office for the Rental Housing Tribunal members commenced on 01 February 2024 will expire on 31st January 2027.

2.2 The current members of Tribunal were appointed are as follows:

CANDIDATE'S NAME	RECOMMENDED POSITION	RACE AND GENDER
1.Ms. B. Mkhize	Chairperson	African Female
2.Adv. E.M. Nkosi	Deputy Chairperson	African Male
3.Mr. C.A.T Phewa	Member	African Male
4.Mr. M.G.M. Zikalala	Member	African Male
5. Ms. A. Kallideen	Member	Indian Female
6.Prof. P. Adebayo	Alternate Member	African Female
7.Ms. A. Sewpersad	Alternate Member	Indian Female

2.3 The appointment of the Tribunal was made in terms of section 9 of the Rental Housing Act no 50 of 1999, as amended, which lays down the processes to be followed.

2.4 The provisions of section 9(2) of the Rental Housing Act 50 of 1999, stipulates that;

the Chairperson and Members of the Tribunal must be appointed only after: -

(a) the MEC has through the media and by notice in the Gazette invited nominations of persons as candidates for the respective positions on the Tribunal; and

(b) the MEC has consulted with the relevant standing or portfolio committee of the Provincial Legislature which is responsible for housing matters in the province.

2.5 Section 9(2)(a) was fully complied with, in that the MEC on 19th June 2023 signed the approval for the advertisements for nominations of persons to be appointed as Members of the KwaZulu-Natal Rental Housing Tribunal, for the 2024-2027 term of office which was implemented as follows:

Media	Date Of Publication	Closing Date
1. Isolezwe Newspaper	17 August 2023	15 September 2023
2. The Mercury Newspaper	17 August 2023	15 September 2023
3.Government Gazette	17 August 2023	15 September 2023
4. Sunday Times Newspaper	20 August 2023	15 September 2023

2.6 Section 9(2)(b) was also complied with, in that the MEC consulted with Portfolio Committee on Human Settlements at a meeting held virtually on 24th November 2023, wherein the portfolio committee adopted the recommendations as made by the MEC.

2.6 The Chairperson of the Rental Housing Tribunal is required, in terms of section 12(3), to submit the Annual Report on the activities of the Rental Housing Tribunal as soon as possible after, but within four months of 31st March in each year.

2.7 Such Report was submitted to the MEC on Friday 31st July 2026.

2.8 Sec 12(5) provides that the report must be tabled in the Provincial Legislature within 30 days after receipt thereof by the MEC if the Provincial Legislature is in ordinary session.If the provincial legislature is not ordinary session, within 30days of the commencement of the next ensuing ordinary session.

3 RECOMMENDATIONS

It is recommended that:

3.1 The Provincial Legislature notes the submission of the Annual Report by the MEC for Transport and Human Settlements, Honourable S.A. Duma

3.2 The Provincial Legislature acknowledges that the MEC has discharges with his statutory obligation as imposed on him in section 12(5) of the Rental Housing Act no 50 of 1999

ANNEXURES

Annexure A A copy of the Rental Housing Act, 50 of 1999
Annexure B A copy of the 2025/2026 Annual report for the KwaZulu-Natal Rental Housing Tribunal

HON. MEC. S.A Duma (MPL)

MEC for Transport and Human Settlements

9/11/2026

Date

KWAZULU-NATAL PROVINCE
HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

TABLING OF THE KWAZULU-NATAL RENTAL HOUSING TRIBUNAL 2025/2026 ANNUAL REPORT TO THE PROVINCIAL LEGISLATURE

1. PURPOSE

- To table the 2025/2026 Annual report on the Activities of the Rental Housing tribunal to The Provincial legislature in compliance with section 12(5) of the Rental Housing Act no 50 of 1999

2. BACKGROUND

- The current Rental Housing Tribunal was appointed for a period of three years, with effect from 1st February 2024 and the term of office expires on 31st January 2027.
- The appointment of the Tribunal was made in terms of section 9 of the Rental Housing Act no 50 of 1999, as amended, which lays down the processes to be followed.
- The Chairperson of the Rental Housing Tribunal is required, in terms of section 12(3) to submit the Annual Report on the activities of the Rental Housing Tribunal as soon as possible after, but within four months of 31st March in each year.

- Such Report was submitted to the MEC on Friday, 31 July 2026
- The Chairperson acknowledged and apologized for the late submission of the report to the MEC

- Sec 12(5) provides that the report must be tabled in the Provincial Legislature within 30days after receipt thereof by the MEC if the Provincial Legislature is in ordinary session. If the provincial legislature is not ordinary session, within 30days of the commencement of the next ensuing ordinary session.

CONT....

The current members of the KZN Rental Housing Tribunal are :-

CANDIDATE'S NAME	RECOMMENDED POSITION	RACE AND GENDER
1.Ms. B. Mkhize	Chairperson	African Female
2.Adv. E.M. Nkosi	Deputy Chairperson	African Male
3.Mr. C.A.T. Phewa	Member	African Male
4.Mr. M.G.M. Zikalala	Member	African Male
5. Ms. A. Kallideen	Member	Indian Female
6.Prof. P. Adebayo	Alternate Member	African Female
7.Ms. A. Sewpersad	Alternate Member	Indian Female

4. RECOMMENDATIONS

- In the interest of good governance and strict compliance with the Rental Housing Act 50 of 1999 as amended, particularly section 12(5), the Provincial legislature notes the submission of the 2025/2026 Rental Housing Tribunal Annual Report.
- The provincial Legislature acknowledges that the MEC has discharged his obligations as imposed by section 12(5) of the Rental housing Act 50 of 1999 as Amended.

THANK YOU

GROWING KWAZULU-NATAL TOGETHER

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OFFICE OF THE PRESIDENCY

No. 1506. 15 December 1999

It is hereby notified that the President has assented to the following Act which is hereby published for general information:—

No. 50 of 1999: Rental Housing Act, 1999.

KANTOOR VAN DIE PRESIDENSIE

No. 1506. 15 Desember 1999

Hierby word bekend gemaak dat die President sy goedkeuring geheg het aan die onderstaande Wet wat hierby ter algemene inligting gepubliseer word:—

No. 50 van 1999: Wet op Huurbehuising, 999

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CHAPTER I

INTRODUCTORY PROVISIONS

Definitions

1. In this Act, unless the context otherwise indicates—

"dwelling", includes any house, hostel room, hut, shack, flat, apartment, room, outbuilding, garage or similar structure which is leased, as well as any storeroom, outbuilding. garage or demarcated parking space which is leased as part of the lease;

"financial institution.' means a bank as defined in the Banks Act, 1990 (Act No. 94 of 1 990);

"head of department" means the officer in charge of a department of the provincial government responsible for housing in the province;

"House Rules" means the rules in relation to the control, management, administration, use and enjoyment of the rental housing property;

"landlord" means the owner of a dwelling which is leased and includes his or her duly authorised agent or a person who is in lawful possession of a dwelling and has the right to lease or sub-lease it;

"lease" means an agreement of lease concluded between a tenant and a landlord in respect of a dwelling for housing purposes;

(2) Parliament may annually appropriate to the South African Housing Fund an amount to finance such a programme.

(3) A separate account of income and expenditure in respect of such programme must be kept.

(4) Section 12(1)*(b)* of the Housing Act, 1997 (Act No.107 of 1997), does not apply to any amount appropriated by Parliament for purposes of such programme.

CHAPTER 3

RELATIONS BETWEEN TENANTS AND LANDLORDS

General provisions

4. (1) In advertising a dwelling for purposes of leasing it, or in negotiating a lease with a prospective tenant, or during the term of a lease, a landlord may not unfairly discriminate against such prospective tenant or tenants, or the members of such tenant's household or the *bona fide* visitors of such tenant, on one or more grounds, including race, gender, sex, pregnancy, marital status, sexual orientation, ethnic or social origin, colour, age, disability, religion, conscience, belief, culture, language and birth.

(2) A tenant has the right, during the lease period, to privacy, and the landlord may only exercise his or her right of inspection in a reasonable manner after reasonable notice to the tenant.

(3) The tenant's rights as against the landlord include his or her right not to have—

(a) his or her person or home searched;

(b) his or her property searched;

(c) his or her possessions seized, except in terms of law of general application and having first obtained an order of court; or

(d) the privacy of his or her communications infringed.

(4) The rights set out in subsection (3) apply equally to members of the tenant's household and to *bona fide* visitors of the tenant.

(5) The landlord's rights against the tenant include his or her right to—

(a) prompt and regular payment of a rental or any charges that may be payable in terms of a lease;

(b) recover unpaid rental or any other amount that is due and payable after obtaining a ruling by the Tribunal or an order of a court of law;

(c) terminate the lease in respect of rental housing property on grounds that do not constitute an unfair practice and are specified in the lease;

(d) on termination of a lease to—

(i) receive the rental housing property in a good state of repair, save for fair wear and tear; and

(ii) repossess rental housing property having first obtained an order of court; and

(e) claim compensation for damage to the rental housing property or any other improvements on the land on which the dwelling is situated, if any, caused by the tenant, a member of the tenant's household or a visitor of the tenant.

Provisions pertaining to leases

5. (1) A lease between a tenant and a landlord, subject to subsection (2), need not be in writing or be subject to the provisions of the Formalities in Respect of Leases of Land Act, 1969 (Act No. 18 of 1969).

(2) A landlord must, if requested thereto by a tenant, reduce the lease to writing.

(3) A lease will be deemed to include terms, enforceable in a competent court, to the effect that—

(a) the landlord must furnish the tenant with a written receipt for all payments received by the landlord from the tenant;

(m) the balance of the deposit and interest, if any, after deduction of the amounts contemplated in paragraph *(l)*, must be refunded to the tenant by the landlord not later than 21 days after expiration of the lease;

(n) the relevant receipts which indicate the costs which the landlord incurred, as contemplated in paragraph (1), must be available to the tenant for inspection as proof of such costs incurred by the landlord; and

(o) should the tenant vacate the dwelling before expiration of the lease, without notice to the landlord, the lease is deemed to have expired on the date that the landlord established that the tenant had vacated the dwelling but in such event the landlord retains all his or her rights arising from the tenant's breach of the lease.

(4) The standard provisions referred to in subsection (3) may not be waived by the tenant or the landlord.

(5) If on the expiration of the lease the tenant remains in the dwelling with the express or tacit consent of the landlord, the parties are deemed, in the absence of a further written lease, to have entered into a periodic lease, on the same terms and conditions as the expired lease, except that at least one month's written notice must be given of the intention by either party to terminate the lease.

(6) A lease contemplated in subsection (2) must include the following information:

(a) The names of the tenant and the landlord and their addresses in the Republic for purposes of formal communication;

(b) the description of the dwelling which is the subject of the lease;

(c) the amount of rental of the dwelling and reasonable escalation, if any, to be paid in terms of the lease;

(d) if rentals are not paid on a monthly basis, then the frequency of rental payments;

(e) the amount of the deposit, if any;

(f) the lease period, or, if there is no lease period determined, the notice period requested for termination of the lease;

(g) obligations of the tenant and the landlord, which must not detract from the provisions of subsection (3) or the regulations relating to unfair practice;

(h) the amount of the rental, and any other charges payable in addition to the rental in respect of the property.

(7) A list of defects registered "in terms of subsection (3)*(e)* must be attached as an annexure to the lease as contemplated in subsection (2).

(8) A copy of any House Rules applicable to a dwelling must be attached as an annexure to the lease.

(9) A landlord must ensure that the provisions of subsections (6), (7) and (8) are complied with.

CHAPTER 4

RENTAL HOUSING TRIBUNAL

Application of Chapter

6. Unless a province has, before or after the commencement of this Act, enacted legislation providing for matters dealt with in this Chapter, this Chapter will apply to such province.

Establishment of Rental Housing Tribunals

7. The MEC may by notice in the *Gazette* establish a tribunal in the Province to be known as the Rental Housing Tribunal.

Functions of Tribunal

8. The Tribunal must fulfil the duties imposed upon it in terms of this Chapter, and must do all things necessary to ensure that the objectives of this Chapter are achieved,

(6) All decisions of the Tribunal, subject to subsection (7), must be taken by consensus.

(7) Where consensus cannot be reached by the Tribunal. the decision of a majority of the members of the Tribunal must be the decision of the Tribunal.

(8) In the event of an equality of votes on any matter, the person presiding at the meeting of the Tribunal will have a casting vote in addition to that persons deliberate\'e vote.

(9) A member or any alternate member of the Tribunal must not attend or take part in the discussions of or decision-making on any matter before the Tribunal in which he or she or his or her spouse. or his or her relative within the second degree of affinity, or his or her partner or his or her employer, other than the State, or the partner or the employer of his or her spouse, has any direct or indirect pecuniary interest.

(10) Minutes of the proceedings of the Tribunal must be kept and retained at the offices of the Tribunal.

(11) No decision taken by the Tribunal will be invalid merely by reason of a vacancy in the Tribunal or of the fact that any person not entitled to sit as a member of the Tribunal, sat as such a member at the time when the decision was taken, if the decision was taken by the majority of the members of the Tribunal present at the time and who were entitled to sit as members of the Tribunal.

(1 2) Any person may, in the prescribed manner, obtain copies of minutes contemplated in subsection (10) against payment of a prescribed fee.

Staff

11. (1) The staff required for the proper performance of the Tribunal 's functions and the administration of this Act. must be appointed subject to the laws governing the Public Service.

(2) The staff contemplated in subsection (1) may include inspectors, technical advisers, mediators and administrative support staff.

(3) Any person appointed in terms of subsection (1) must be provided with a certificate of appointment signed by or on behalf of the head of department.

(4) The Tribunal may, subject to such conditions as it may determine, delegate any powers conferred on it other than a power under section 13(2)*(d)*, (3), (4) and (5) to a member of the Tribunal or a person appointed in terms of subsection (1) but any such delegation will not preclude the Tribunal from exercising any such delegated powers itself, and the Tribunal may set aside or amend any decision of the delegate made in the exercise of such powers.

Funding of and reporting on activities of Tribunal

12. (1). The activities of the Tribunal must be funded from moneys appropriated by the Provincial Legislature.

(2) The head of department is the accounting officer in respect of moneys appropriated in terms of subsection (1).

(3) An annual report on the activities of the Tribunal must be submitted by the chairperson of the Tribunal to the MEC as soon as possible after, but within four months of. 31 March in each year.

(4) The MEC may require the Tribunal to submit additional reports to him or her as the MEC may require from time to time.

(5) Any report referred to in subsection (3) must be tabled in the Provincial Legislature within 30 days after receipt thereof by the MEC if the Provincial Legislature is in ordinary session. or if the Provincial Legislature is then not in ordinary session, within 30 days of the commencement of the next ensuing ordinary session.

Complaints

13. (1) Any tenant or landlord or group of tenants or landlords or interest group may in the prescribed manner lodge a complaint with the Tribunal concerning an unfair practice.

(b) the need for a realistic return on investment for investors in rental housing: and

(c) incentives, mechanisms, norms and standards and other measures introduced by the Minister in terms of the policy framework on rental housing referred to in section 2(3).

(6) When acting in terms of subsection (4), the Tribunal must have regard to—

(a) the regulations in respect of unfair practices;

(b) the common law to the extent that any particular matter is not specifically addressed in the regulations or a lease;

(c) the provisions of any lease to the extent that it does not constitute an unfair practice;

(d) national housing policy and national housing programmed; and

(e) the need to resolve matters in a practicable and equitable manner.

(7) As from the date of any complaint having been lodged-with the Tribunal, until the Tribunal has made a ruling on the matter or a period of three months has elapsed, whichever is the earlier—

(a) the landlord may not evict any tenant, subject to paragraph *(b)*;

(b) the tenant must continue to pay the rental payable in respect of that dwelling as applicable prior to the complaint or, if there has been an escalation prior to such complaint, the amount payable immediately prior to such escalation; and

(c) the landlord must effect necessary maintenance.

(8) The Tribunal must keep a register of complaints received and complaints resolved with such details as may be prescribed and quarterly provide the local authority in whose jurisdictions dwellings are situated in respect of which complaints have been received with a list of complaints received and complaints resolved in such format as may be prescribed.

(9) As from the date of the establishment of a Tribunal as contemplated in section 7, any dispute in respect of an unfair practice, must be determined by the Tribunal unless proceedings have already been instituted in any other court.

(10) Nothing herein contained precludes any person from approaching a competent court for urgent relief under circumstances where he or she would have been able to do so were it not for this Act, or to institute proceedings for the normal recovery of arrear rental, or for eviction in the absence of a dispute regarding an unfair practice.

(11) A magistrate's court may, where proceedings before the court relate to a dispute regarding an unfair practice as contemplated in this Act, at any time refer such matter to the Tribunal.

(12) The Tribunal may—

(a) make a ruling as to costs as may be just and equitable; and

(b) where a mediation agreement has been concluded pursuant to section 13(2)*(c)*, make such an agreement a ruling of the Tribunal.

(13) A ruling by the Tribunal is deemed to be an order of a magistrate's court in terms of the Magistrates' Court Act, 1944 (Act No. 32 of 1944).

Information Offices

14. (1) A local authority may establish a Rental Housing Information Office to advise tenants and landlords in regard to their rights and obligations in relation to dwellings within the area of such local authority, s area of jurisdiction.

(2) A local authority may, subject to the laws governing the appointment of local government officials appoint officials to carry out any duties pertaining to such Rental Housing Information Office.

(3) The functions of a Rental Housing Information Office are to—

(a) educate, provide information and advise tenants and landlords with regard to their rights and obligations in relation to dwellings within its area of jurisdiction;

(b) provide advice to disputing panics on reaching solutions to problems relating to dwellings;

(c) refer parries to the Tribunal;

(d) comply with any request of the Tribunal in terms of section 13: and

(e) keep records of enquiries received by the office and to submit reports in relation thereto to the Tribunal on a quarterly basis.

(e) with intent to deceive the Tribunal, produces before the Tribunal any false, untrue, fabricated or falsified book or document:

(f) wilfully furnishes the Tribunal with information, or makes a statement before the Tribunal, which is false or misleading:

(g) fails to comply with any ruling of the Tribunal in terms of section 13(4);

(h) fails to comply with a request of the Tribunal in terms of section 13(3)*(a)*(*b*) or *(c)*; or

(i) contravenes any regulation,

will be guilty of an offence and liable on conviction to a fine or imprisonment not exceeding two years or to both such fine and such imprisonment.

Review

17. Without prejudice to the constitutional right of arty person to gain access to a court of law, the proceedings of a Tribunal may be brought under review before the High Court within its area of jurisdiction.

Repeal and amendment of laws

18. The laws specified in the Schedule are repealed or amended to the extent indicated in that Schedule.

Savings

19. (l) Despite section 18—

(a) **a tenant** of controlled premises as defined in section 1 of the Rent Control Act, 1976 (Act No. 80 of 1976), may not be evicted or caused to vacate the premises—

(i) unless the tenant has committed a breach of lease, or

(ii) except under the circumstances and in the manner contemplated in section 28 of that Act, and

(b) the rent of such premises may not be increased by more than ten per cent per annum,

for a period of three years commencing on the date of commencement of this Act.

(2) During the period of three years referred to in **subsection** (1) the Minister **must**—

(a) monitor and assess the impact of the application of that subsection on poor and vulnerable tenants; and

(b) take such action as he or she deems necessary to alleviate hardship that may be suffered by such tenants.

(3) For purposes of subsection (2) the Minister may define criteria based on age, income or any other form or degree of vulnerability that apply to such tenant or group of tenants and amend or augment the policy framework on rental housing, referred to in section 2(3), by introducing a special national housing programme to cater for the needs of affected tenants that comply with the criteria defined in terms of this subsection.

Short title and commencement

20. (1) This Act is called the Rental Housing Act, 1999, and comes into operation on a date determined by the President by proclamation in the *Gazette*.

(2) In applying subsection (1) different sections of the Act may come into effect on different dates and different dates may be determined for different provinces.

Government Gazette

REPUBLIC OF SOUTH AFRICA

Vol. 515 Cape Town 13 May 2008 No. 31051

THE PRESIDENCY

No. 539 13 May 2008

It is hereby notified that the President has assented to the following Act, which is hereby published for general information:–

No. 43 of 2007: Rental Housing Amendment Act, 2007.

AIDS HELPLINE: 0800-123-22 Prevention is the cure

(*c*) by the substitution for subsection (4) of the following subsection:

"(4) The rights set out in subsection (3) apply equally to members of the tenant's household and to **[*bona fide*]** visitors of the tenant.".

Amendment of section 5 of Act 50 of 1999

3. Section 5 of the principal Act is hereby amended—

(*a*) by the substitution in subsection (3) for paragraph (*b*) of the following paragraph:

"(*b*) such receipt must be dated and clearly indicate the address, including the street number and further description, if necessary, of a dwelling in respect of which payment is made, and whether payment has been made for rental, arrears, deposit or otherwise, and specify the period for which payment is made; Provided that a Tribunal may, in exceptional cases, and on application by a landlord, exempt the landlord from providing the information contemplated in this paragraph:";

(*b*) by the substitution in subsection (3)(*d*) for the words preceding the proviso of the following words:

"the deposit contemplated in paragraph (*c*) must be invested by the landlord in an interest-bearing account with a financial institution and the landlord must subject to paragraph (*g*) pay the tenant such interest at the rate applicable to such account which may not be less than the rate applicable to a savings account with **[**a**]** that financial institution, and the tenant may during the period of the lease request the landlord to provide him or her with written proof in respect of interest accrued on such deposit, and the landlord must provide such proof on request"; and

(*c*) by the deletion in subsection (3) of the word "and" at the end of paragraph (*n*), the addition of the word "and" at the end of paragraph (*o*) and the addition to that subsection of the following paragraph:

"(*p*) any costs in relation to contract of lease shall only be payable by the tenant upon proof of factual expenditure by the landlord.".

Amendment of section 9 of Act 50 of 1999

4. Section 9 of the principal Act is hereby amended—

(*a*) by the deletion in subsection (1) of paragraph (*c*);

(*b*) by the insertion after subsection (1) of the following subsection:

"(1A) The MEC must appoint a deputy chairperson from the members referred to in subsection (1)(*b*).";

(*c*) by the substitution in subsection (5) for paragraph (*a*) of the following paragraph:

"(*a*) Any vacancy in the office of a member of the Tribunal must, within **[one month]** three months of such vacancy occurring, be filled by the MEC appointing another member under subsection (1) or (3).".

Amendment of section 10 of Act 50 of 1999

5. Section 10 of the principal Act is hereby amended by the insertion after subsection (2) of the following subsections:

"(2A) The Chairperson presides at all meetings of the Tribunal.

(2B) Where the Chairperson is not present at a meeting, the Deputy Chairperson presides or, if the Deputy Chairperson is not present, the members of the Tribunal present must appoint from amongst themselves a member to preside at such a meeting.".

No. 463, 2001

13 Disemba 2001

UKUSUSWA KWEZIMISO ZETAYITELA

MINA, Makenete Benjamin Maduna, uMqondisi: UkuQaliswa kokuSetshenziswa koHlelo lweNuthuko eMnyangweni wezeNdabuko noHulumeni baseKhaya wokuPhathwa kwesiFundazwe saKwaZulu–Natali, ngaphansi kwesigaba 2(1) soMthetho wokuSuswa kweMithetho yokuThibela, 1967 (uMthetho No. 84 ka 1967), ufundwa noMthetho wokuDluliselwa kwaMandla 2 weNgxenye VIII yeSahluko B sokuDluliselwa kwaMandla okuYamile koMyango wezeNdabuko noHulumeni baseKhaya wokuPhathwa kwesiFundazwe okukhulunywe ngakho okukhishwe nguNgqongqoshe wezeNdabuko, ezokuPhepha nokuVikeleka kanye noHulumeni baseKhaya wokuPhathwa kwesiFundazwe saKwaZulu–Natali ngokufundela isigaba 2 soMthetho waKwaZulu–Natali wokuDluliselwa kwaMandla, 1994 (uMthetho No. 8 ka 1994), ngalokhu ngisusa kwiGunya lokuDlulisela No. T 9717/2001 noma yiliphi itayitela elilandela igunya eliphathelene nobuNgako beSiza 195 i-Wolds (isiGceme eseNgeziwe 1), owakhiwe kuMasipala oyiNhlanganisela woMkhandludolobha waseThekwini: isiKhungo esiSebenzela eNtshonalanga emaPhakathi, iSabelo sokuBhalisa FT, ukuPhathwa kwesiFunda kanye nesiFundazwe saKwaZulu–Natali, izimiso zetayitela u B.2. no B.3.

Sisayinwe eThekwini, ngalolu suku lwe-4 ku Disemba oNyakeni weziNkulungwane eziMbili naNye.

M. B. MADUNA
uMqondisi: ukuQaliswa kokuSetshenziswa koHlelo lweNuthuko
isiFunda esingaseGwini
R/R 2001/3

No. 463, 2001

13 December 2001

REMOVAL OF CONDITIONS OF TITLE

I Makenete Benjamin Maduna, Director: Development and Planning Implementation in the Department of Traditional and Local Government Affairs of the Provincial Administration of KwaZulu–Natal, acting under section 2(1) of the Removal of Restrictions Act, 1967 (Act No. 84 of 1967), read with Delegation 2 of Part VIII of Chapter B of the General Delegations of Authority of the Department of Traditional and Local Government Affairs of the said Provincial Administration issued by the Minister of Traditional Affairs, Safety and Security and Local Government of the Province of KwaZulu–Natal in terms of section 2 of the KwaZulu–Natal Delegation of Powers Act, 1994 (Act No. 8 of 1994), hereby remove from Deed of Transfer No. T 9717/2001 or any subsequent title deed pertaining to Erf 195 the Wolds (Extension No. 1), situate in the Durban Metropolitan Unicity Municipality: Inner West Operational Entity, Registration Division FT, Administrative District and Province of KwaZulu–Natal, the conditions of title lettered/numbered B.2. and B.3.

Dated at Durban, this 4th day of December Two Thousand and One.

M. B. MADUNA
Director:
Development Planning Implementation
Coastal Region
R/R 2001/3

No. 464, 2001

13 December 2001

RENTAL HOUSING ACT, 1999 (ACT NO. 50 OF 1999)

REGULATIONS

THE Member of the Executive Council responsible for housing in the Province of Kwazulu-Natal, hereby makes the following Regulations in accordance with the powers vested in him by section 15(1) of the Rental Housing Act, 1999 (Act No. 50 of 1999).

SCHEDULE

1. **Definitions**

In these Regulations —

(a) 'the Act' means the Rental Housing Act, 1999 (Act No. 50 of 1999);

(b) words defined in section 1 of the Act have the same meaning in these Regulations; and

(c) unless the context indicates otherwise;

(d) 'services' means the provision of water, electricity, gas services and refuse removal;

(e) 'complainant' means a person who lodges a complaint with the tribunal, and the complaint falls within the jurisdiction of the tribunal;

(f) 'mediation' means a voluntary process in terms of which a tribunal member or a nominee of the tribunal assists parties to resolve a dispute;

(g) 'party' means a person who is participating in mediation or any other dispute resolution mechanism provided by the tribunal;

(h) 'register' means the register contemplated in section 13 (8) of the Act; and

(i) 'respondent' means a person against whom a complaint has been lodged with the tribunal.

2. **Relations between Tenants and Landlords**

A landlord may exercise his or her right of inspection after giving the tenants seven (7) days notice. Such notice shall be in writing as worded in the proforma notice as contained in Annexure G to this schedule.

3. **Written Lease Agreement**

(1) Where a lease has been reduced to writing, reference must be made to Annexure A.

(2) These Regulations shall prevail where there is a conflict between a lease and these Regulations.

4. **House Rules**

The guidelines as contained in Annexure B marked "Guidelines with respect to House Rules Applicable to the Leasing of a Dwelling" shall form the basis of any lease whether in writing or not.

5. **Procedures and Manner in which the Proceedings of the Tribunal must be Conducted**

Meeting of the Tribunal

(1) The tribunal is a tribunal of record and a record must be kept of —

(c) The tribunal must conduct such preliminary investigations as may be necessary to establish whether the complaint relates to a dispute in respect of the matter which may constitute an unfair practice, and may for this purpose obtain any additional information required to provide a full and complete description of the matter from either the complainant or the respondent alleged to have engaged in an unfair practice.

(d) The complaint must be reviewed with regard to all the information received.

(e) If necessary, an inspector must compile a formal report after inspecting the Dwelling in respect of which the complaint was lodged.

11. Resolution of Disputes

(1) If the tribunal determines that the complaint does not relate to a dispute in respect of a matter which may constitute an unfair practice, or that no relief could be provided, the tribunal must –

(a) notify the complainant within thirty (30) days, that the tribunal will not take action;

(b) if possible, furnish the complainant with an appropriate referral; and

(c) record the disposition and closure of the matter in the Register.

(2) If a matter is not dismissed or disposed of as provided for in sub-regulation (1) above, the tribunal shall, following the preliminary investigation, make a formal determination that a dispute exists and inform the parties within thirty (30) days in writing of its determination.

(3) Once it has been determined that a dispute exists, any such complaint must, subject to sub-regulation (4) below, be resolved either through mediation as contemplated in section 13(2)(c) of the Act, or through a formal hearing as contemplated in section 13(2)(d) of the Act.

(4) Mediation and/or a formal hearing is to be conducted in a language that is comprehended by all the parties concerned and for this purpose the services of an interpreter shall be provided, if necessary.

12. Mediation

(1) When the tribunal is of the view that a dispute may be resolved through mediation, it may appoint a mediator, who may be a member of the tribunal, a member of staff, or any person deemed fit and proper by the tribunal, with a view to resolving the dispute.

(2) Notification of the Tribunal shall be substantially in accordance with Annexure F.

(3) The mediation process shall be conducted as follows:

(a) The mediator shall explicitly discuss the issue of confidentiality with the parties prior to the commencement of any mediation. If a party requests that information be kept confidential, either during the course of the mediation or afterwards, and the other parties agree to mediate under those terms, the explicit provisions of the confidentiality agreement shall be made part of the mediation agreement.

(b) The mediator shall, at the outset, inform the parties that he or she merely acts as a facilitator in attempting to resolve the dispute between them and that the decision to be arrived at will be the decision of the parties and not his or hers.

(c) The mediator will also inform the parties involved that the mediation process will be conducted such that –

(i) each party will be given an opportunity of outlining their case;

(ii) each party can, at any stage, of the proceeding recess into a caucus, in another room or office;

(iii) if the respective party does not have any objection thereto, then the mediator shall attend the caucus meeting and make suggestions and proposals; and

(iv) if the party in a caucus does not have any objection, then the mediator shall convey any proposal, attitude or indication or suggestion, stemming from a caucus meeting to the other party.

(d) The mediator shall conduct mediation only in those disputes in which he or she can be impartial with respect to all of the parties and the subject matter of the dispute.

(e) The mediator shall disclose, to all parties, all actual or potential conflicts of interest.

(f) The mediator shall not conduct mediation unless the parties, after being informed of any actual or potential conflict, give their consent and the mediator determines that the conflict is not so significant as to cast doubt of the integrity of the process on himself or herself.

(g) If, at any time, the mediator believes that any party to mediation is unable to understand and participate fully in the proceedings due to mental impairment, emotional disturbance, intoxication, language barriers, or other reasons, the mediator shall limit the scope of the mediation to a level consistent with the party's ability to participate and/or make a recommendation that the party may obtain appropriate assistance in order to continue with the process, and/or terminate, adjourn or postpone the mediation process.

(5) The mediator must attempt to obtain testimony or documents voluntarily, which he or she determines is necessary, from a person not party to the mediation, and record all efforts made to obtain the information in the file.

(6) If the required testimony or documentation cannot be obtained voluntarily, the mediator may issue summons in the form of a subpoena as contained in Annexure D to these Regulations.

(7) The issue of such summons in the form of a subpoena shall first be authorised by the tribunal.

(8) A mediation process must be completed within thirty (30) days. If, however, this is not possible then the process may be extended beyond the thirty (30) period with the consent of the tribunal.

(9) If the parties cannot reach agreement through mediation, the matter must be referred to the Tribunal for a formal hearing and ruling in terms of sections 13(3), 13(4), 13(5), 13(6) and 13(12) of the Act.

(10) The parties may not be coerced in any manner to reach agreement. If the mediation results in an agreement, it shall be put in writing and signed by all parties and the mediator, and recorded in the Register. Before requesting the parties to sign the agreement, the mediator must ensure that each party fully understands the agreement and is entering into it voluntarily.

(11) If the mediation does not result in an agreement, the mediator shall, for the purpose of a formal hearing by the tribunal, prepare a report summarising the evidence and making a recommendation as to whether the evidence shows that there has been a violation of an unfair practice in terms of these Regulations.

(12) If any party to a dispute which was resolved by an agreement reached through mediation alleges that the other party has failed to comply with the agreement, that party may seek relief by reporting the allegations to the tribunal.

(13) Upon receipt of a report alleging failure to comply with an agreement, the tribunal shall conduct an investigation into such allegations to determine whether the terms of the agreement are being adhered to.

(14) If such allegations are found to be true, the tribunal shall conduct a hearing and make such a ruling as it considers just and fair.

13. Powers, Duties and Functions of Inspectors and Tribunal Staff

(1) The staff, as contemplated in terms of section 11 of the Act, shall comprise of management, clerical and technical staff.

(2) The management staff shall have the powers, duties and functions to —

(a) manage the official office of the tribunal;

(e) effect repairs as soon as is reasonably possible having regard to the nature of the repair, but not exceeding thirty (30) days of inspection or notice contemplated in paragraph (d) above or such further period as may be agreed to between the landlord and tenant.

17. **Re-construction, Refurbishment, Conversion or Demolition**

(1) A landlord may only –

(a) request a tenant to vacate the Dwelling if any repairs, conversions or refurbishment are urgently necessary and cannot be properly made while the tenant remains in occupation; and

(b) cancel the lease and re-possesses the Dwelling without being liable for damages in terms of the lease, the Act, these Regulations or any other law, in circumstances where the Dwelling is in a tumble-down condition or cannot safely be inhabited and must as a result thereof be re-built, re-constructed or demolished.

(2) In the circumstances contemplated in paragraph (a) of sub-regulation (1) above, the landlord must –

(a) allow the tenant remission of rental for the period during which the tenant is not in occupation;

(b) effect the repairs, conversion or refurbishment within a reasonable time so as to cause the tenant as little inconvenience as possible; and

(c) ensure that the tenant is able to return to the Dwelling as soon as possible, after completion of the repairs, conversion or refurbishment.

(3) Where the repairs, conversion or refurbishment are necessary only to a part of the Dwelling and the tenant continues to occupy the remaining part, the tenant shall be entitled to a remission in rental, the amount of which shall be proportionate to the extent of the tenant's deprivation.

(4) If a tenant, having been requested to vacate the Dwelling, does not do so, the tenant shall have no claim against the landlord for injuries suffered while the Dwelling is being repaired, converted or refurbished.

(5) When requested by the landlord to vacate the Dwelling for the purpose of urgent and necessary repairs, conversions or refurbishment, the tenant may not cancel the lease unless –

(a) the temporary unfitness of the Dwelling would be ruinous to the tenant; or

(b) the repairs, conversion or refurbishment could reasonably have been foreseen by the landlord at the time when the lease was entered into.

18. **Eviction**

(1) No tenant shall be evicted from his or her Dwelling without an Order of Court.

(2) A tenant evicted from the whole or part of the Dwelling by a third person shall, subject to the common law, have a claim for damages against the landlord.

19. **Entry**

(1) A landlord may only enter a Dwelling on giving the tenant notice as prescribed in Regulation 2, –

(a) to inspect the Dwelling;

(b) to make repairs to the Dwelling;

(c) to show the Dwelling to a prospective tenant, purchaser, mortgagee or its agent; and

(d) to inspect the Dwelling for damages as contemplated in sections 5(3)(e) and 5(3) (f) of the Act, or as contained in the lease agreement, or upon notification by the landlord or the tenant of the intention to terminate the lease.

(2) A tenant must allow the landlord to enter the Dwelling for the purpose set out under sub-regulation (1) above, provided that such entry is carried out at reasonable times.

(3) A landlord may enter a Dwelling without the notice as prescribed in Regulation 2 –

(a) if the Dwelling appears to be abandoned by the tenant; or

(b) pursuant to a Court Order.

20. **Municipal Services**

(1) A landlord who is obliged by law in terms of the express or implied terms of the lease to provide services to a tenant must –

(a) provide such services;

(b) not cause the non-supply or interrupted supply of a service to a Dwelling without a Court Order, except –

(i) in an emergency; or

(ii) after reasonable notice to the tenant to do maintenance, repairs or renovations; and

(iii) provided that the services are resumed as soon as reasonably possible, after such emergency, maintenance, repairs or renovations;

(c) not expose the tenant to the risk of the interruption or loss of services by withholding payment to the service provider when such payment becomes due, provided that the tenant has made payment to the landlord in respect of the amounts due for such services;

(d) not charge a tenant for more than the exact services consumed in the tenants Dwelling if such Dwelling is separately metered; and

(e) not fail to comply with any regulation, by law, or any other law regarding the amount to be charged to a tenant for services, if any, if a Dwelling is not separately metered for services.

(2) If a Dwelling is separately metered for the services and payment must be made directly to the landlord, the landlord must provide the tenant with a monthly statement which must contain at least –

(a) the names of both the landlord and the tenant, as well as the physical address of the Dwelling;

(b) the name, address and telephone number of each service provider;

(c) the previous and current months' meter reading;

(d) the actual consumption for each service and the amounts charged therefor;

(e) the total payment due;

(f) the date of the meter reading for each service; and

(g) the amount of any arrears.

(3) A landlord must issue a receipt to a tenant upon payment by the tenant for services.

21. **General Provisions Relating to Unfair Practice**

(1) A landlord may not –

(a) intimidate, discriminate or retaliate against a tenant for exercising any right under the Act, these Regulations or any other law;

(b) preclude a tenant from establishing or being a member of a tenant's committee or any similar body;

ANNEXURE D

EXAMPLE OF SUBPOENA ARISING FROM SECTION 13(3)(d) AND 13(3)(e) OF THE ACT

COMPLAINT TRANSMISSION REGISTER FILE REFERENCE NO.

RENTAL HOUSING TRIBUNAL FOR
KWAZULU-NATAL ESTABLISHED UNDER
SECTION 7 OF THE RENTAL HOUSING ACT, 1999
(ACT NO . 50 OF 1999)

In the Application of : _____, and
(Insert name of complainant)

In respect of Dwelling known as _____

[Insert Full Description of Dwelling and Description of Property on which the Dwelling is located]

SUBPOENA

_____

_____

_____

[State name, occupation and place of business and residence of persons being required to appear].

BE INFORMED:

That you are hereby required to appear in person before this Tribunal at _____ on _____ of _____
(Insert venue) (Insert date and time) (Insert month)

And thereafter to remain in attendance until excused by the Tribunal in regard to all matters within our knowledge relating to the matter pending before this Tribunal wherein the Applicant is seeking _____

_____

AND FURTHER BE INFORMED:

To bring and produce to this Tribunal the following:

[Insert accurately the documents, book or thing to be produced]

(1)_____;

(2)_____;

(3)_____ .

AND FURTHER BE INFORMED:

That should you, on any account, neglect to comply with any provisions of this Subpoena, you may render yourself liable to a fine, and/or to imprisonment not exceeding two (2) years.

Signed and dated at _____ this _____ day of _____

_____

TRIBUNAL CHAIRPERSON

ANNEXURE E

FORM FOR FILING OF COMPLAINT IN TERMS OF SECTION 13(1) OF THE ACT

I / we, _____ being the _____ ,
(Insert landlord, landlords, tenant, tenants or interested group)

herewith lodge a complaint to the Tribunal concerning the following unfair practices:

(1)_____;

(2)_____;

(3)_____;

with respect to _____
(Insert Dwelling and Full Property Details)

of address _____
(Insert full address)

Signed and dated at _____ this _____ Day of _____

_____

(Signed by person lodging the complaint)

ANNEXURE F

NOTIFICATION OF THE TRIBUNAL TO MEDIATE

This relates to a notification to the Tribunal that both parties agree to mediation, the outcome of which may result in an agreement being reached, which agreement shall be put in writing.

It is recommended that both parties signify their willingness to mediation, in writing, to the Tribunal.

ANNUAL REPORT 2025/2026

KZN RENTAL HOUSING TRIBUNAL

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FOREWORD BY THE MEC FOR TRANSPORT AND HUMAN SETTLEMENTS - HON. MR. S.A. DUMA (MPL)

I hereby acknowledge and appreciate not only the submission of the KwaZulu-Natal Rental Housing Tribunal's Annual Report for the period 1 April 2025 to 31 March 2026, but also the sterling work by this unsung hero of this province's rental market towards accessible, fair and regulated housing.

The submission of this report comes during a year when we all celebrate 30 years of our national soul – our Constitution. This is a year for reflection, renewal and recommitment as we celebrate our democracy's birth certificate where housing is recognised as fundamental to dignity, health and equality. Rental housing forms a significant part of our unwavering commitment to implement all reasonable steps to progressively and collectively provide suitable and safe housing. This year also marks another significant milestone - 26 years since the Rental Housing Act 50 of 1999 was promulgated.

The priorities of the 7th Administration and pronouncements made in the State of the Nation Address (SONA) and State of the Province Address (SOPA) all echo the call for a cohesive and united nation, sustainable development, better human settlements and affordable housing and a safe and secure environment. The 2030 Vision of the NDP further reiterates that where people live, and work is fundamental to sustainable livelihoods.

The enduring legacies of apartheid have made the path to achieving these goals a rocky one. This, coupled with rapid urbanisation and migration pressures, has further contributed to a growing housing backlog.

Progressive programme development and improved delivery mechanisms are key for the human settlements sector to overcome these challenges. A multi-pronged approach, with a focus on affordable rental housing is required.

An assessment of the viability of state-led rental housing within the Province with focus on demand, affordability, rental payments, and maintenance found that, whilst demand for rental housing remains high, affordability is a major challenge for low-income households. The research recommended exploring subsidized rental options, promoting tenant education, and expanding rent-to-buy schemes to facilitate home ownership. Overall, state-led rental housing, if managed effectively, can continue to reduce the housing backlog and provide housing opportunities for low-income households. These findings will inform the development of a Policy during the 2026/27 financial year to improve the implementation of the KZN Department of Human Settlement's Rental Housing Programme.

The finalisation of the Department's Organisational Structure also paves the way for the proper utilisation of resources to enhance support to the Rental Housing Tribunal. Digital transformation, including the implementation of the National computerized case management system, and expanding access to services for especially vulnerable groups remain high on the rental housing service delivery improvement agenda.

We do not underestimate the need for this support as we remain informed by the shift by consumers to the rental housing option because of affordability and urbanization. The General Household Survey (GHS), 2024 as issued by Statistics SA shows that 17,8% of households in KwaZulu-Natal live in rented dwellings.

In referencing our beloved Constitution, one cannot lose sight of its Section 26, which is effected by the Prevention of Illegal Eviction from and Unlawful Occupation of Land (PIE) Act, 19 of 1998. The recent Prevention of Illegal Eviction from and Unlawful Occupation of Land (PIE) Amendment Bill seeks to amend the PIE Act) dealing with matters related to land invasions and informal settlements, provision of adequate housing to mitigate against illegal occupation of private properties, court processes and enforcement of court orders, and protection of vulnerable groups. The role played by Rental Housing Tribunal support staff, during information sessions to unpack the Amendment Bill and to solicit comments from the public, is noted.

There was also tangible evidence of the commitment of these personnel during dialogue and social facilitation processes with temporarily housed victims of the devastating floods that belted our province. Whilst working robustly towards permanent housing solutions for the affected families, social and rental interventions were key to restore dignity and comfort.

Statistics show a remarkable increase in the Rental Housing Tribunal's deliverables. In the 2023/24 financial year, 37 rulings were issued. A staggering 661 rulings were issued and 836 mediations were resolved in this reporting period.

This reporting period has also greatly contributed to an ever-increasing footprint of empowered citizens through rental information sessions. Personnel have criss-crossed the province to ensure that all 43 local municipalities were covered through information sessions and stakeholder engagements. In all, 187 information sessions and 177 stakeholder engagements were conducted. This is no mean feat.

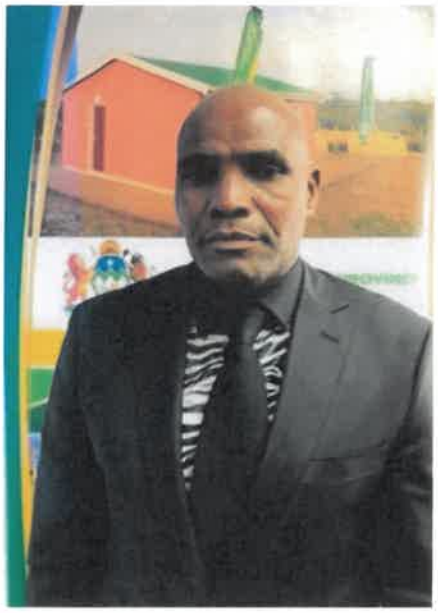
I understand that the content of the rental information sessions was largely derived from the nature of complaints received which included failure to refund deposit; failure to do maintenance; failure to pay rental; unlawful notice to vacate; failure to pay municipal services and dispute over municipal bills.

The nature of complaints determine the turnaround time for resolution but the fact that 38% of complaints were resolved within 90 days shows the Rental Housing Tribunal is on the right trajectory.

I express my thanks and appreciation to the esteemed members of the Rental Tribunal for their commitment and dedication. Appreciation is also extended to staff of the KZN Department of Human Settlements, led by Head of Department Mr S.M. Mbili.

The chain of rental housing services will not be complete without all partners and stakeholders, including communities. My sincere gratitude to all these vital links, which assist us to build homes and change lives, together.

Mr S.A. Duma, MPL
MEC: Transport and Human Settlements
KZN Provincial Government



MESSAGE BY THE KWAZULU-NATAL DEPARTMENT OF HUMAN SETTLEMENTS HEAD OF DEPARTMENT - MR. S.M. MBILI

South Africa's rental housing sector continues to play an increasingly important role in addressing the diverse housing needs of its citizens. As urbanisation accelerates, economic conditions evolve, and housing demand continues to outpace supply in many areas, rental housing has become a critical component of the country's human settlements landscape. It provides flexibility, affordability, and access to economic opportunities for millions of South Africans while contributing to more inclusive and sustainable communities.

Within this national context, the Province of KwaZulu-Natal occupies a unique position. As one of South Africa's most populous provinces, KwaZulu-Natal faces the dual challenge of responding to growing demand for rental accommodation while ensuring that the rights of both tenants and landlords are protected. The province's rental housing market serves a diverse population, ranging from students and young professionals to working families, vulnerable households, and small-scale property owners. These realities require effective regulation, accessible dispute-resolution mechanisms, and institutions capable of fostering confidence and stability within the sector.

It is against this backdrop that the KwaZulu-Natal Rental Housing Tribunal has continued to fulfil its mandate with distinction. The year under review presented significant challenges, not only for the rental housing sector but also for the Tribunal itself. Yet, in the face of these challenges, the Tribunal demonstrated extraordinary resilience, determination, and professionalism. Its ability to perform against all odds and emerge as a more stable, responsive, and effective institution is an achievement worthy of recognition.

The Tribunal's efforts to restore operational stability while simultaneously serving the public have contributed meaningfully to the strengthening of the rental housing sector in KwaZulu-Natal. Through the adjudication of disputes, the promotion of compliance with the Rental Housing Act, and the protection of the rights and responsibilities of both tenants and landlords, the Tribunal has helped to preserve confidence in the rental housing market and reinforce the principles of fairness and justice.

It gives me great pleasure to extend my support and appreciation to the KwaZulu-Natal Rental Housing Tribunal for its continued dedication to advancing fairness, transparency, and accessibility within the rental housing sector.

As we reflect on the achievements of the reporting period, we recognize the vital role played by the Tribunal in ensuring that rental housing matters are addressed with professionalism, integrity, and efficiency. Despite the evolving challenges facing the housing sector, the Tribunal has remained steadfast in its commitment to serving the people of KwaZulu-Natal.

"The Rental Housing Tribunal is more than a dispute resolution body; it is a vehicle for social justice, protecting the rights of both tenants and landlords while contributing to the creation of stable and sustainable communities. Its work reflects our shared commitment to ensuring that every resident of KwaZulu-Natal has access to fair treatment, dignity, and security within the rental housing environment."

We have witnessed the Tribunal rise above adversity and emerge as a stronger and more responsive institution. Its efforts have ensured that vulnerable households continue to have access to justice, while landlords have been afforded a credible platform through which disputes can be resolved fairly and efficiently. In doing so, the Tribunal has played a critical role in fostering social stability and strengthening confidence in rental housing as an essential component of the human settlements sector. It is true when it said that :

"The true measure of an institution is revealed in times of challenge. The KwaZulu-Natal Rental Housing Tribunal has demonstrated remarkable resilience and commitment by not only stabilising its own operations but also contributing significantly to the stability of the rental housing sector. Its achievements reflect the power of dedicated Tribunal members as well as public servants working together to uphold the principles of fairness, justice, and service excellence."

As the Department of Human Settlements, we remain committed to supporting the Tribunal in its efforts to improve service delivery, increase public awareness of rental housing rights and responsibilities, and respond proactively to emerging challenges within the sector. Through continued collaboration with stakeholders, we can build a more inclusive, responsive, and sustainable rental housing environment. I concur with the quotation that:

"The success of the rental housing sector depends on our collective efforts. I therefore urge all stakeholders to join hands with the Tribunal and the Department in creating an environment where fairness, accountability, and mutual respect underpin every rental housing transaction. Together, we can shape a future in which safe, secure, and affordable rental housing contributes meaningfully to sustainable human settlements across KwaZulu-Natal."

I extend my sincere gratitude to all stakeholders, including landlords, tenants, municipalities, civil society organisations, the justice cluster and our dedicated officials, who continue to support the work of the Tribunal. The achievements highlighted in this Annual Report demonstrate what can be accomplished through partnership, accountability, and a shared vision for human settlements that leave no one behind.

I am confident that the KwaZulu-Natal Rental Housing Tribunal will continue to build upon its successes and make a meaningful contribution to the lives of the people we serve.

Mr Sihle Maxwell Mbili
Head of Department
KwaZulu-Natal Department of Human Settlements



RENTAL HOUSING TRIUBNAL CHAIRPERSON'S REPORT- MRS. B. MKHIZE

It is my privilege to present the Annual Report of the KwaZulu-Natal Rental Housing Tribunal for the period 1 April 2025 to 31 March 2026. This report reflects on the Tribunal's performance, achievements, challenges, and lessons learned during the reporting period. It also provides an overview of the Tribunal's contribution towards promoting fairness, stability, and access to justice within the rental housing sector in KwaZulu-Natal.

The KwaZulu-Natal Rental Housing Tribunal was established in terms of the Rental Housing Act, 1999 (Act No. 50 of 1999), as amended. The Act provides for the establishment of Rental Housing Tribunals in each province to regulate landlord and tenant relations, resolve disputes arising from rental housing arrangements, and promote the provision of affordable and accessible rental accommodation. The Tribunal serves as an independent dispute-resolution body and is mandated to investigate complaints relating to unfair practices, facilitate mediation between parties, conduct hearings, and issue rulings that are binding and enforceable.

The Rental Housing Act seeks to create a balanced and equitable framework that protects the rights and obligations of both landlords and tenants. Through its dispute-resolution mechanisms, the Act contributes significantly to social stability, consumer protection, and the progressive realization of the constitutional right to have access to adequate housing. The Tribunal therefore occupies a critical position within the housing sector by ensuring that rental housing relationships are governed by principles of fairness, accountability, and legal certainty.

Rental accommodation remains an important component of South Africa's housing landscape. It provides accommodation opportunities for individuals and families who may not have immediate access to home ownership, including young professionals, students, migrant workers, low-income households, and persons relocating for employment or educational opportunities. Rental housing offers flexibility and

affordability and continues to play a vital role in addressing housing demand throughout the province.

The nature of the rental housing sector, however, often gives rise to disputes between landlords and tenants. Common disputes include non-payment of rental, unlawful evictions, maintenance responsibilities, deposit refunds, overcrowding, municipal services, and breaches of lease agreements. In the absence of effective dispute-resolution mechanisms, such conflicts can undermine confidence in the rental market and negatively affect housing security. The Tribunal therefore plays an essential role in preventing, managing, and resolving disputes, thereby contributing to the sustainability and stability of the rental housing sector.

The Tribunal remains committed to providing accessible, efficient, cost-effective, and impartial dispute-resolution services to all stakeholders. Through its adjudicative and educational functions, the Tribunal continues to promote compliance with the Rental Housing Act and encourage harmonious landlord-tenant relationships throughout KwaZulu-Natal.

During the reporting period, the Tribunal intensified its public awareness and stakeholder engagement initiatives across the province. These efforts were aimed at educating landlords, tenants, municipalities, community structures, property practitioners, and other stakeholders about their rights and obligations under the Rental Housing Act. As a result of these awareness campaigns, public confidence in the Tribunal's services continued to grow, leading to a significant increase in the number of complaints received.

A total of 1,592 complaints were lodged with the Tribunal during the reporting period. While this increase demonstrates improved public awareness and accessibility of the Tribunal's services, it has also placed considerable pressure on the institution's resources and operational capacity. The growing volume of complaints has contributed to an increasing backlog of matters awaiting adjudication.

Addressing the backlog remains one of the Tribunal's key strategic priorities. The Tribunal continues to explore measures aimed at improving case management processes and ensuring that matters are finalized within the prescribed period of ninety (90) days, as envisaged by the legislative framework and service delivery standards. Timely resolution of disputes remains essential to maintaining public confidence in the institution and ensuring access to justice for all parties.

Despite the operational challenges experienced during the reporting period, including but not limited to difficulties associated with the service of summonses, inspections and staff shortages, the Tribunal achieved significant success in resolving disputes. I am pleased to report that the Tribunal finalized 1,500 cases during the year under review. Of these, approximately 565 matters were resolved within the prescribed 90-day period, enabling parties to obtain relief in an expeditious, efficient, and cost-effective manner.

Public education and stakeholder engagement continued to be key pillars of the Tribunal's strategy to promote awareness of rental housing rights and responsibilities. During the reporting period, the Tribunal conducted 177 stakeholder engagement

sessions and 187 public information and awareness programmes throughout the province. These engagements were conducted in collaboration with municipalities, traditional leadership structures, community organisations, civil society groups, and other strategic partners.

Particular emphasis was placed on reaching historically disadvantaged communities, including residents of rural areas, informal settlements, and townships, to ensure equitable access to information and Tribunal services. These initiatives have significantly enhanced public understanding of the Rental Housing Act and have contributed to increased utilization of the Tribunal's services by communities that may otherwise have limited access to formal dispute-resolution mechanisms.

Accessibility remains a fundamental principle underpinning the work of the Tribunal. In pursuit of this objective, mediations and hearings were conducted at various locations throughout KwaZulu-Natal to ensure that services are brought closer to communities. This decentralized approach reduces the financial burden associated with travel and accommodation costs and enables residents from remote and rural municipalities to access justice without undue hardship.

The Tribunal also continued to embrace technological innovation as a means of improving service delivery. Virtual mediations and hearings were conducted for parties residing outside the province and for those unable to attend proceedings physically. These initiatives have enhanced efficiency, reduced delays, and expanded access to Tribunal services while ensuring procedural fairness and compliance with applicable legal requirements.

This report further contains examples of decisions issued by the Tribunal during the reporting period. These decisions demonstrate the Tribunal's commitment to applying the provisions of the Rental Housing Act consistently, fairly, and impartially. They also illustrate the diverse nature of disputes brought before the Tribunal and reflect the quality of legal reasoning employed in resolving complex landlord-tenant disputes.

Notwithstanding the achievements recorded during the year, the Tribunal continues to face challenges relating to increasing caseloads, limited resources, service of process, and the need for additional support staff. These challenges require ongoing collaboration between the Tribunal, the Department of Human Settlements, municipalities, and other stakeholders to ensure that the institution remains responsive to the growing demand for its services.

Looking ahead, the Tribunal will continue to focus on reducing case backlogs, improving turnaround times, strengthening stakeholder partnerships, enhancing public awareness programmes, and leveraging technology to improve service delivery. The Tribunal remains committed to upholding the principles of fairness, accessibility, accountability, and justice that underpin the Rental Housing Act.

I wish to express my sincere appreciation to the KwaZulu-Natal Department of Human Settlements for its continued support and commitment to the work of the Tribunal. The Department's support remains critical in enabling the Tribunal to fulfil its statutory mandate effectively and efficiently.

I wish to express my sincere appreciation to the KwaZulu-Natal Department of Human Settlements for its continued support and commitment to the work of the Tribunal. The Department's support remains critical in enabling the Tribunal to fulfil its statutory mandate effectively and efficiently.

I also extend my gratitude to my fellow Tribunal Members for their professionalism, expertise, and unwavering commitment to serving the people of KwaZulu-Natal. Their dedication continues to strengthen the integrity and credibility of the institution.

Special recognition is due to the Tribunal Support Staff whose diligence, professionalism, and commitment ensure the smooth functioning of the Tribunal's operations. Their contribution has been instrumental in achieving the successes outlined in this report.

As we enter the next financial year, the Tribunal remains steadfast in its commitment to promoting fair rental housing practices, protecting the rights of landlords and tenants, and providing accessible dispute-resolution services that contribute to a stable, equitable, and sustainable rental housing sector in KwaZulu-Natal.

MRS. B. MKHIZE

CHAIRPERSON: KZN RENTAL HOUSING TRIBUNAL

30/07/2026

DATE

1. GENERAL INFORMATION

1.1 INTRODUCTION

The Rental Housing Tribunal was established in terms of Section 7 of the Rental Housing Act, (Act 50 of 1999) and consists of members appointed by the Provincial MEC for Human Settlements. The activities of the Tribunal are funded from money appropriated by the Provincial Legislature, and the Head of Department of Human Settlements is the Accounting Officer in respect of moneys appropriated.

The Rental Housing Act provides general principles governing conflict resolution in the rental housing sector and also provides for the facilitation of sound relations between landlords and tenants through general requirements relating to leases laid down in the Act. Section 12 (3) of the Rental Housing Act provides that the Chairperson should submit the annual report on the activities of the Tribunal to the MEC.

The purpose of this report is to apprise the MEC for Human Settlements and Public Works of the activities of the Tribunal during the 2019/2020 financial year.

1.2 LEGISLATIVE MANDATE

In terms of Section 10 of the Rental Housing Act (Act No 50 of 1999), the Chairperson of the Tribunal is empowered to convene a Tribunal meeting for the consideration of:

- a complaint referred to the Tribunal in terms of Section 13;
- any other matter which the Tribunal may or must consider in terms of the Housing Act (Act No 50 of 1999).

The aforementioned is the broader legislative mandate within which the Tribunal functions. Section 13 of the Rental Housing Act (Act No 50 of 1999) gives a detailed listing of the Tribunal's legislative mandate, which includes the following:

Once the complaint is lodged, the Tribunal must:

a. Through its staff conduct preliminary investigations as may be necessary to determine whether the complaint relates to a dispute in respect of a matter which may constitute an unfair practice;

b. Where the Tribunal is of the view that there is a dispute, as contemplated above, and that such dispute may be resolved through mediation, appoint a mediator, who may be a member of the Tribunal, a member of staff or any person deemed fit and proper by the Tribunal, with a view to resolving a dispute;

c. Where the Tribunal is of the view that the dispute is of such a nature that it cannot be resolved through mediation, or where a mediator contemplated above has issued a certificate to the effect that the parties are unable to resolve the dispute through mediation, conduct a hearing.

d. For purposes of a hearing contemplated above, the Tribunal may summon any person who may reasonably be able to give information of material importance, concerning the complaint, or who has in such persons' possession or custody or under such person's control any book, document or object, to attend its proceedings and to produce any document, book, or object in his or her possession or custody or under his or her control, to give evidence or to provide information under his or her control.

Where a Tribunal, at the conclusion of a hearing in terms of the paragraph d. above, is of the view that an unfair practice exists, it may:-

Rule that any person must comply with a provision of the regulations relating to unfair practice;

Where it would appear that the provisions of any law have been or are being contravened, refer such matter for an investigation to the relevant competent body or local authority;

- make any other ruling that is just and fair to terminate any unfair practice.
- make a ruling as to costs as may be just and equitable;
- make a mediation agreement a ruling of the Tribunal.

The Tribunal is also empowered to determine regarding the amount of rental payable by a tenant in a manner that is just and equitable to both tenant and landlord.

The Tribunal has jurisdiction over any dispute in respect of an unfair practice, arising from a residential lease within the province of KwaZulu-Natal, unless proceedings have already been instituted in any other court.

The functions of the Tribunal are to harmonise relationships between landlords and tenants in the rental housing sector; resolve disputes and unfair practices; inform landlords and tenants about their rights and obligations in terms of the Act; and to make recommendations to relevant stakeholders pertaining to issues related to the rental housing sector.

1.3 VISION

The KwaZulu-Natal Rental Housing Tribunal's vision is to promote stability in the Residential Housing Sector by timeously resolving disputes between tenants and landlords arising out of unlawful practices.

1.4 MISSION STATEMENT

The KwaZulu-Natal Rental Housing Tribunal's mission statement is:

- To promote growth and stability in the Residential Housing Sector in KwaZulu-Natal
- To lay down general principles governing conflict resolution in the Residential Rental Housing Sector
- To protect tenants and landlords against unfair and unlawful practices
- To educate tenants and landlords about their rights and obligations
- To provide a timeous and cost-effective dispute resolution mechanism to both tenants and landlords.

1.5 STRATEGIC OBJECTIVES

The KwaZulu-Natal Rental Housing Tribunal has three main strategic objectives. They are; to harmonise relations between tenants and landlords, to be accessible to all citizens of KwaZulu-Natal and to provide a timeous and cost-effective dispute resolution mechanism.

1.5.1 Harmonising Relations between Tenants and Landlords

Critical to the stabilisation of the Rental Housing Market is sound relations between tenants and landlords. It is for this reason that the KwaZulu-Natal Rental Housing Tribunal has identified harmonising relations between tenants and landlords as one of its strategic objectives.

Section 2(1) (a) and (b) of the Rental Housing Act (Act 50 of 1999) stipulates that the government must promote a stable and growing market that progressively meets the latent demand for affordable rental housing among persons historically disadvantaged by unfair discrimination and poor persons, by the introduction of incentives, mechanisms and other measures that (i) improve conditions in the rental housing market, and (ii) encourage investment in urban and rural areas that are in need of revitalisation and resuscitation. The government must also facilitate the provision of rental housing in partnership with the private sector.

Without sound relations between landlords and tenants, there would be no incentive for investors to invest in the rental housing market. The Rental Housing Tribunal is empowered in terms of Section 13 (5) of the Rental Housing Act (Act No 50 of 1999) to make rulings that may include a determination regarding the amount of rental payable by a tenant, but such determination must be made in a manner that is just and equitable to both tenant and landlord and takes cognisance of:

> *Prevailing economic conditions of supply and demand; the need for a realistic return on investment for investors in rental housing; and incentives, mechanisms, norms and standards and other measures introduced by the*

Minister in terms of the policy framework on rental housing referred in Section 2 (3).

1.5.2 Accessibility of Rental Housing Tribunal throughout the KZN Province

Section 14 (1) of the Rental Housing Act (Act No 50 of 1999) provides for the establishment of Rental Housing Information Offices within municipalities. This is of key importance since the jurisdiction of the Tribunal spreads through the entire province of KwaZulu-Natal, and it is vital that the KwaZulu-Natal Rental Housing Tribunal, as well as its services, are accessible to all citizens of KwaZulu-Natal.

Public awareness is another way of achieving this, through an education campaign to communities and stakeholders within the Rental Housing Sector. Through these campaigns, the Tribunal has been able to educate, provide information and advice to tenants and landlords with regards to their rights and obligations when it comes to tenant/landlord matters.

1.5.3 Timeous and Cost-Effective Dispute Resolution Mechanisms

The Rental Housing Tribunal is compelled by Section 13 (7) of the Rental Housing Act (Act No 50 of 1999) to resolve disputes within a period of 3 months of the date upon which the complaint was lodged with the Tribunal.

To ensure that the rights of both tenants and landlords are protected whilst the dispute is still before the Tribunal, Section 13 (7) (b) of the Rental Housing Act (Act No 50 of 1999) stipulates that:

"The landlord may not evict any tenant, subject to paragraph (b);

The tenant must continue to pay the rental payable in respect of that dwelling as applicable prior to the complaint or, if there has been an escalation prior to such complaint, the amount payable immediately prior to such an escalation; and

The landlord must effect necessary maintenance."

The preamble of the Rental Housing Act (Act No 50 of 1999) recognises the need to introduce the mechanisms through which disputes between tenants and landlords can be resolved speedily at minimum cost to the parties. Cost effective dispute resolution mechanisms arise from the notion that even the poor persons must be afforded a stable and growing market that progressively meets their latent demand for affordable rental housing.

The Tribunal resolved that at least 70% of the disputes lodged should first go through the mediation process. The reason for this is to afford parties the opportunity to settle the matter with the assistance of a mediator without having to spend money on attorneys. Mediations usually take place quicker than hearings, which most of the time falls within the prescribed period of 3 months.

2. TRIBUNAL SERVICES



MESSAGE FROM CHIEF DIRECTOR: PLANNING AND DEVELOPMENT; THE HEAD OF ADMINISTRATION – MR. E.L. KHOZA

It is my honour and privilege to support the Annual Report of the Rental Housing Tribunal as presented by the Chairperson.

This report reflects not only the work of the Tribunal members but also the dedication of the administrative personnel who serve as the first point of contact for tenants and landlords seeking assistance. Through their commitment and professionalism, the Tribunal continues to fulfil its mandate of promoting fairness, accessibility, and justice within the rental housing sector.

The Tribunal continues to receive a wide range of complaints from both tenants and landlords. These complaints often relate to unlawful evictions, failure to refund rental deposits, inadequate maintenance of rental properties, unlawful disconnection of services, overcrowding, breaches of lease agreements, rental disputes, and other allegations of unfair practices. The diversity and complexity of these matters demonstrate the critical role played by the Tribunal in ensuring that the rights and obligations of both parties are respected and enforced.

A significant proportion of the complaints received originate from vulnerable groups within society. These include low-income households, elderly tenants, women-headed households, persons living with disabilities, and students who relocate from their

homes in pursuit of educational opportunities. Many of these individuals are unfamiliar with their rights and responsibilities within rental relationships and are therefore susceptible to exploitation. The Tribunal remains committed to providing these groups with accessible dispute resolution services and guidance that empowers them to make informed decisions regarding their housing arrangements.

Regrettably, the Tribunal continues to encounter instances where unscrupulous landlords take advantage of the ignorance, limited resources, or vulnerable circumstances of tenants. Such practices may include unlawful retention of deposits, unfair rental charges, intimidation, illegal lockouts, and failure to maintain habitable living conditions. These actions undermine the principles of fairness and dignity that underpin South Africa's housing framework and necessitate the continued vigilance and intervention of the Tribunal.

At the same time, it is important to acknowledge that landlords themselves are not immune from unfair conduct. The Tribunal frequently assists landlords who have acted in good faith but find themselves facing tenants who deliberately default on rental payments, damage property, or exploit legal protections as a means of occupying premises without meeting their contractual obligations. The Tribunal therefore remains steadfast in maintaining a balanced and impartial approach, ensuring that justice is accessible to all parties regardless of their status as tenant or landlord.

The work of the administrative support staff deserves special recognition. They are often the first individuals to engage with complainants who approach the Tribunal feeling overwhelmed, frustrated, anxious, and uncertain about the processes available to them. Administrative officials provide guidance, explain procedures, gather relevant information, and assist parties in preparing for their cases as well as to complete the complaint files. Their efforts ensure that matters are properly documented, accurately recorded, and ready for consideration during Tribunal proceedings. The professionalism, patience, empathy, and resilience displayed by these officials contribute significantly to the effectiveness and credibility of the Tribunal.

As the demand for rental accommodation continues to grow, particularly in urban centres and around institutions of higher learning, the work of the Tribunal becomes increasingly important. The administration remains committed to improving service delivery, enhancing public awareness, embracing innovation, and supporting the Tribunal in carrying out its statutory responsibilities efficiently and effectively.

I wish to express my sincere appreciation to the Chairperson, Tribunal Members, management, administrative staff, and all stakeholders whose contributions continue to strengthen the institution. Together, we remain dedicated to promoting fair rental housing practices and ensuring that disputes are resolved in a manner that upholds the principles of equity, dignity, and social justice.

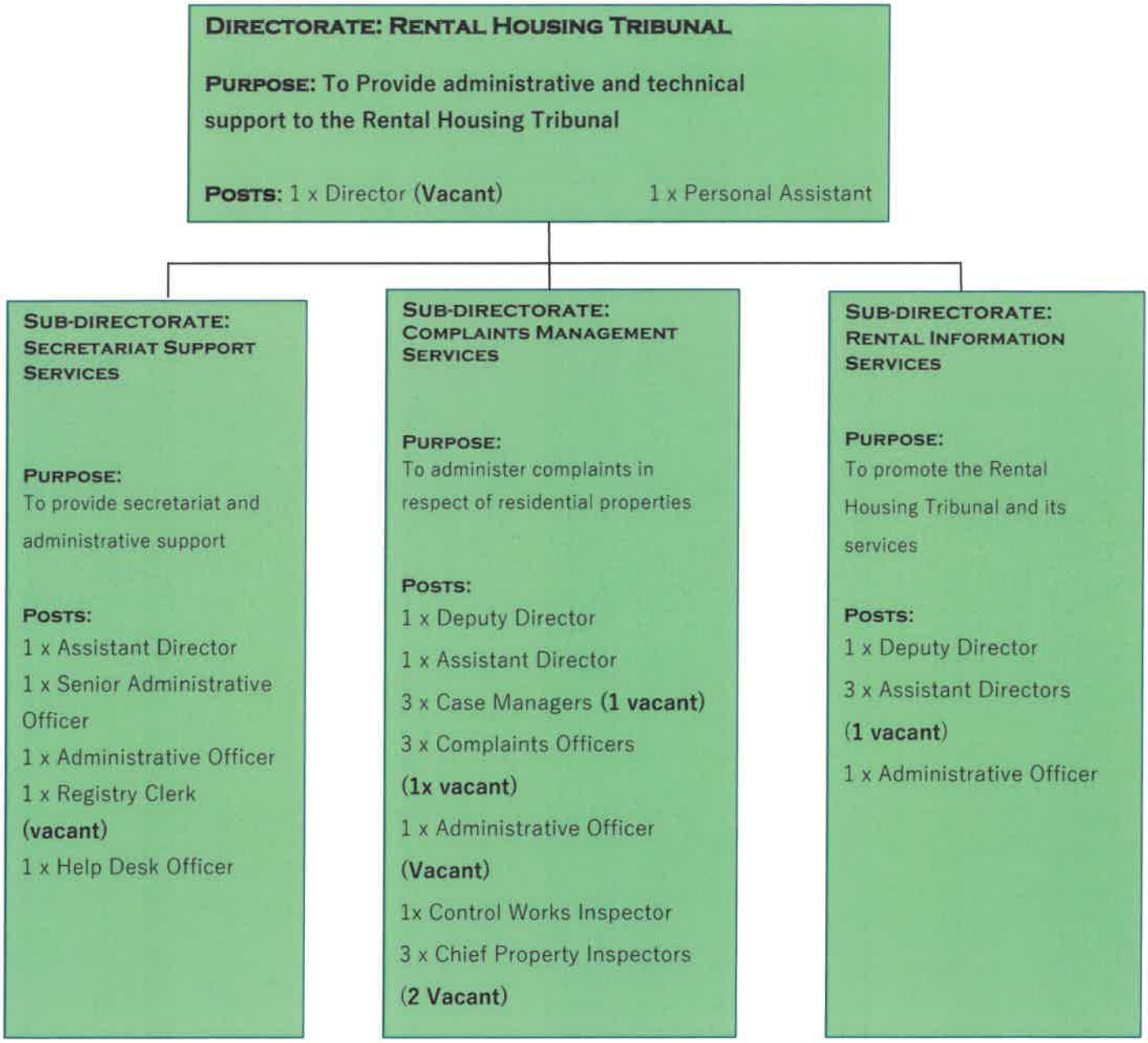
2.1 PERSONNEL (ADMINISTRATIVE & TECHNICAL SUPPORT)

The support services to the Tribunal is provided by the Department of Human Settlements as stipulated in Section 11 of the Rental Housing Act (Act no.50 of 1999). The personnel are appointed in terms of the laws governing the Public Service.

The Rental Housing Tribunal Support staff have worked very hard to ensure that the KwaZulu-Natal RHT is recognised for its hard work.

The Tribunal is currently supported by full time employees of the Department of Human Settlements as reflected in the following organisational structure:

RENTAL HOUSING TRIBUNAL ADMINISTRATIVE SUPPORT STAFF STRUCTURE 2025/2026



2.2 THE TRIBUNAL MEMBERS

The MEC for the Department of Human Settlements appointed 7 members of the Tribunal as follows:

NAME	POSITION	GENDER	RACE
Mrs. B. Mkhize	Chairperson	Female	African
Advocate E.M. Nkosi	Deputy-Chairperson	Male	African
Mr. C.A.T. Phewa	Member	Male	African
Mr. M.G.M. Zikalala	Member	Male	African
Ms. A. Kallideen	Member	Female	Indian
Prof. P. Adebayo	Alternate Member	Female	African
Ms. A. Sewpersad	Alternate Member	Female	Indian



In front from left is Ms. A. Kallideen, Mrs. B. Mkhize (Chairperson), Ms. A. Sewpersad, Prof. P. Adebayo. At the back from left is Adv. E.M. Nkosi (Deputy Chairperson), Mr. C.A.T. Phewa, Mr. E.L. Khoza (Chief Director), and Mr. M.G.M. Zikalala.

It is important to note that the current Rental Housing Tribunal has been in office for two years, and the work that is reported on was done during the period April 2025 to March 2026 The term of office for the current Tribunal members is three years, which commenced in February 2024 and ends in January 2027.

In the appointment of the abovementioned members of the Rental Housing Tribunal, the MEC applied the provisions of Clause 9.(1) (a-c) of the Rental Housing Act, No.50 of 1999, which provides as follows:

9.(1) The Tribunal consists of not less than three and not more than five members, who are fit and proper persons appointed by the MEC. and must comprise –

(a). a chairperson, who is suitably qualified and has the necessary expertise and exposure to rental housing matters:

(b) not less than two and not more than four members, of whom –

(i) at least one and not more than two shall be persons with expertise in property management or housing development matters; and

(ii) at least one and not more than two shall be persons with expertise in consumer matters pertaining to rental housing or housing development matters;

(iii) a deputy chairperson, appointed by the MEC from the members referred to in paragraph (b) of this subsection.

It is therefore clear that all members of the Rental Housing Tribunal met the requirements provided for in the Act.

3. PERFORMANCE OF THE TRIBUNAL

The Rental Housing Act (Act No.50 of 1999) and the Regulations thereof, stipulates that the Rental Housing Tribunal is vested with the rights and obligations to carry out specific functions relating landlord/tenant relationships.

3.1 KEY FUNCTIONS

- To facilitate, investigate, mediate and conduct hearings to resolve disputes between landlords and tenants;

- To inform landlords and tenants of their rights and obligations before and after unfair practices arise;
- To promote stability in the rental housing sector
- To provide mechanisms to effectively and efficiently deal with disputes in this sector;
- To provide input and make recommendations to the relevant stakeholders regarding issues to be addressed in the rental housing sector.

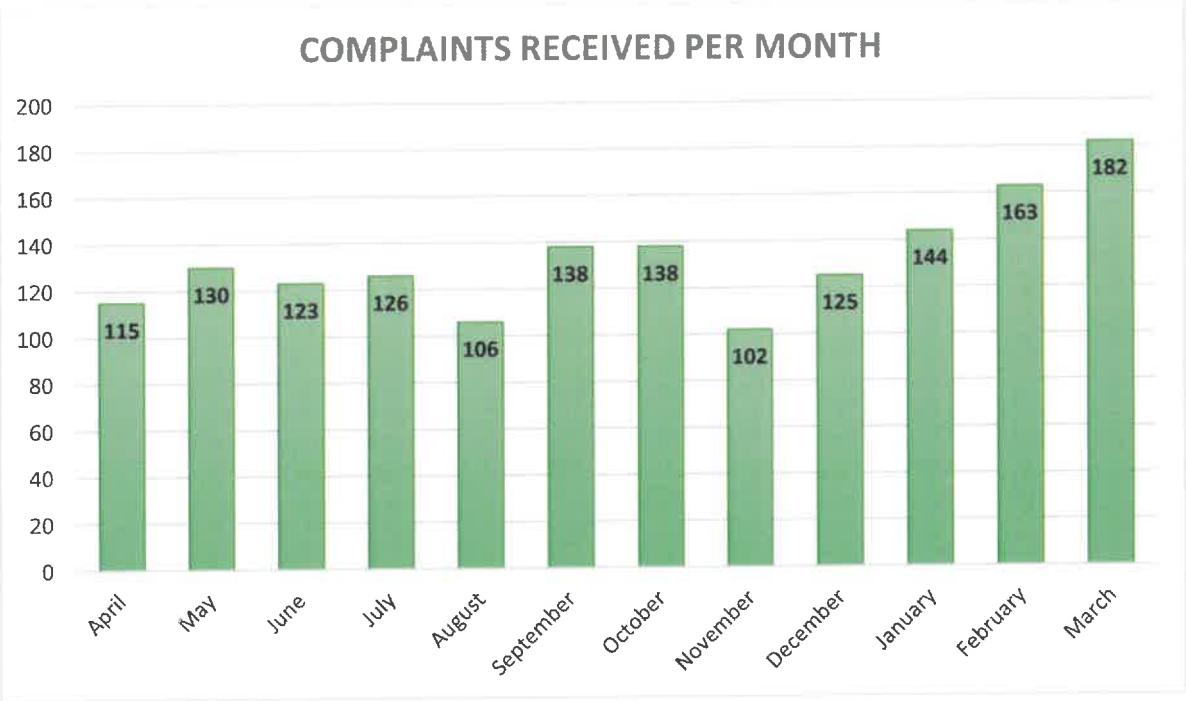
3.2 COMPLAINTS MANAGEMENT

As at the end of March 2026, a total of 1592 complaints had been received by the Tribunal. This represents a continued trust by the KZN tenants and landlords on the significant impact/ and or of the services of the Tribunal.

The **1592** complaints received came from the following municipal areas:

MUNICIPALITY	NUMBER OF COMPLAINTS RECEIVED
eThekwini Metro	1178
Ray Nkonyeni	91
KwaDukuza	75
Umsunduzi	70
Umhlathuze	63
Newcastle	56
Umgeni	14
Umdoni	13
Endumeni	8
Alfred Duma	6
Abaqulusi	3

Umvoti	3
Okhahlamba	2
Umlalazi	2
Dr Nkosazana Dlamini Zuma	1
Greater Kokstad	1
Johannes Phumani Phungula	1
Mandeni	1
Mthonjaneni	1
Umtubatuba	1
Umuziwabantu	1
Umzumbe	1
TOTAL	1592



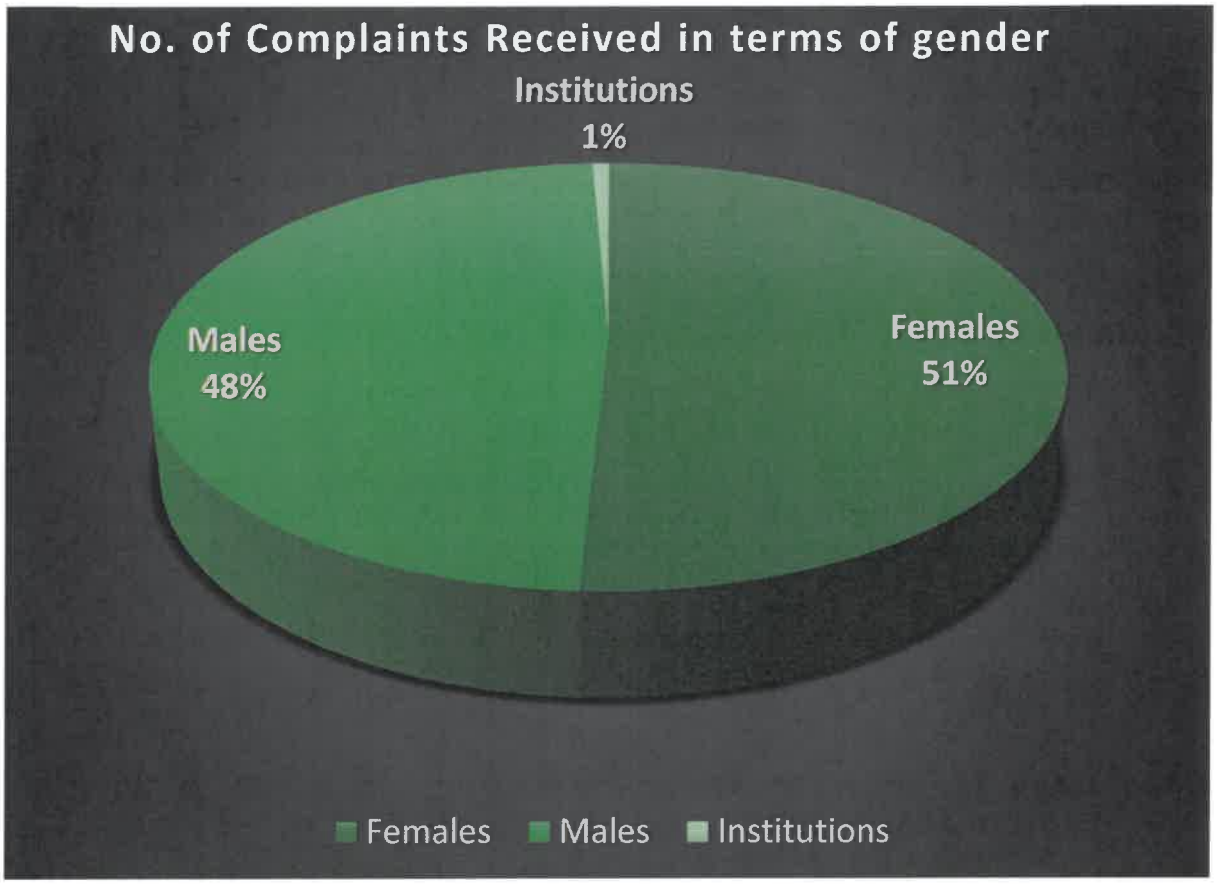
3.2.1 *Gender in terms of Complaints received*

A total of 809 females lodged their complaints with the Tribunal this financial year, while 772 was lodged by males. It is interesting to note that both genders are well aware of the services of the Tribunal, and are not afraid to challenge each other as far as their rights and unfair practices are concerned. For the first time the Tribunal received a total of 11 complaints from institutions.

The table below shows the number of male versus female complainants:

Gender	No. of Complaints Received
Females	**809**
Males	**772**
Institutions	**11**
Total	1592

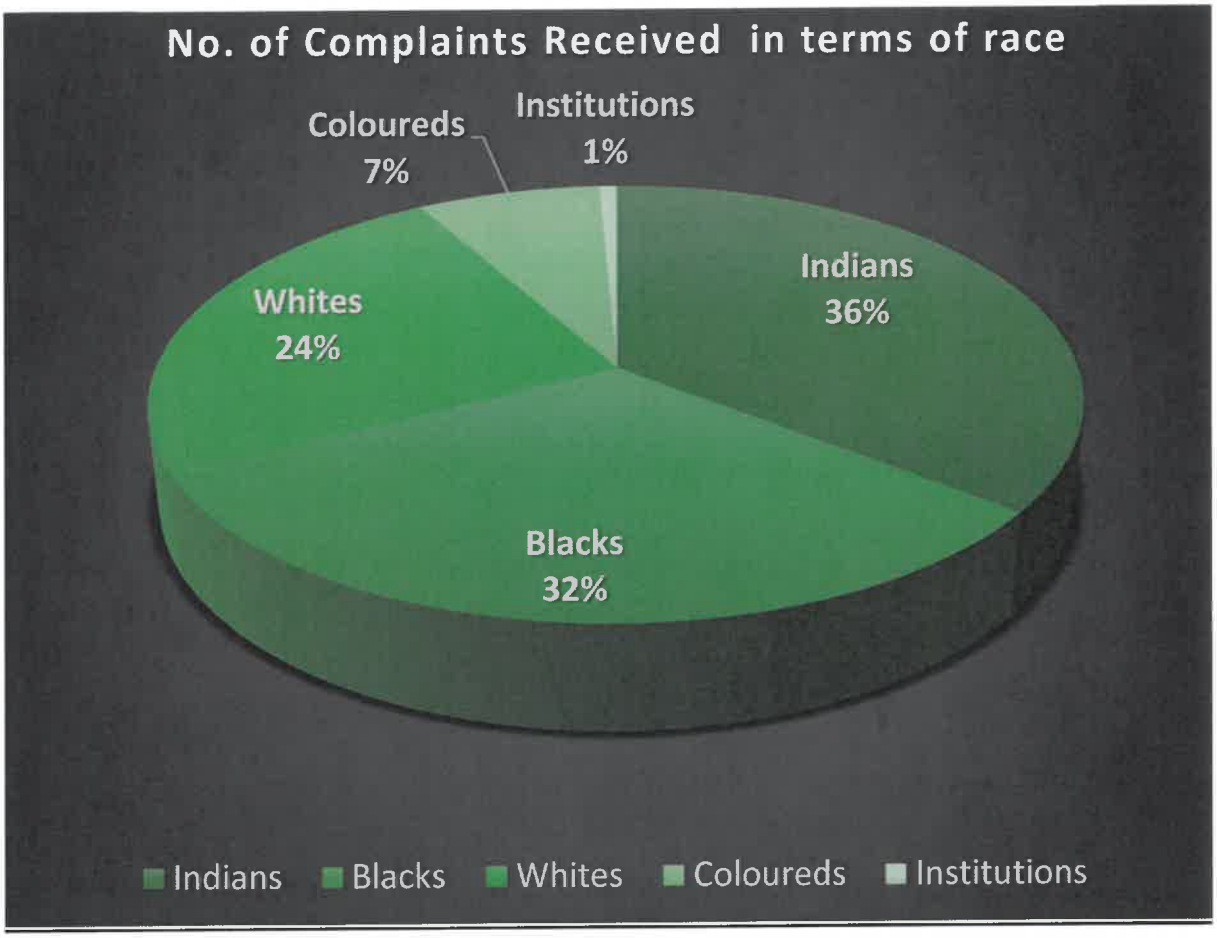
The graph below illustrates the percentage distribution of complaints received by gender.



3.2.2 Race of the Complainants

Below is a table showing the number of complaints received per racial group.

RACIAL GROUP	NO OF COMPLAINTS 2025/2026
Indians	568
Africans	507
Whites	388
Coloureds	118
Institutions (No race)	11
TOTAL	**1592**



3.2.3 Types of Cases Received by the Tribunal

This financial year the Tribunal saw a high increase in complaints lodged with regards to *Failure to refund deposit,* which was followed by complaints about *Failure to do maintenance.* Emanating from the types of complaints dealt with by the Tribunal through hearings, it has become evident that the types of complaints have become much more varied than in previous years. In the past years, the predominant cases were related to unlawful notice to vacate, non-payment of rental and failure to refund deposit.

The table below reflects the number of complaints received for each unfair practice. The list of complaints received is endless, but below are the few common complaints received this financial year by the Tribunal:

Nature of Complaint	Total number
Failure to refund deposit	520
Failure to do maintenance	446
Failure to pay rental	375

Unlawful notice to vacate	268
Failure to pay municipal services	247
Dispute over municipal bills	224
Unilateral changes to agreement	193
Failure to accept notice	162
Failure to provide municipal services	154
Failure to furnish receipts for payment	149
Nuisance	148
Unlawful eviction	146
Failure to provide a copy of lease	133
Unlawful entry	109
Exorbitant increase in rental	92
Illegal lockout	70
Failure to reduce lease into writing	69
Unlawful seizure of possessions	55
Overcrowding	42
Claim for remission of rental	39
Other	38
Damage to property	20
Dispute over lease agreement	4

It should be noted that the number of complaints received always differs from the nature of complaints that the Tribunal deals with. This is due to the fact that a complainant can list more than one nature of complaint under one case number.

3.2.4 Mediations and Hearings

For the majority of complaints where both parties appear before the Tribunal, they are encouraged to resolve their dispute through mediation. Mediation is used in not so complex matters where it seems likely that the matter may be settled. It is a less interventionist form of dispute resolution. Members of the Tribunal act as mediators, and when necessary, the Tribunal delegates mediation function to the senior support staff. If the parties reach a settlement, the Tribunal will make mediation agreements confirming that agreement as the final settlement of the matter which can be converted to a ruling of the Tribunal.

Formal hearings are used where attempts at settlement have failed and more time is required to hear the case. These hearings can run over a few hours or over several days. Some cases scheduled for mediations had to be referred for hearings because

of the nature of the complaints and complexity of the issues raised. This was done in accordance with Section 13 (3) (d) of the Rental Housing Act (Act No 50 of 1999). This approach is in line with the Tribunal's strategy of always trying to resolve matters through a 'win-win' situation and within a short space of time.

The Tribunal resolved a total of **1500** cases that are finalised and closed. This is attributable to the teamwork and commitment shown by the members of the Tribunal as well as the support staff in ensuring that relief is timeously and professionally given to those who lodged their complaints with the Rental Housing Tribunal.

Hearings and mediations outside the Durban area are held as close as possible to the areas where parties reside, and the Tribunal is dependent on the infrastructure provided by local municipalities to conduct those hearings. *Section 10(3) of the Rental Housing Act provides that: "A local authority may, at the request and at no cost to the Tribunal, make a venue available for meetings of the Tribunal."* Hearings and mediations were held in various municipalities as well as Department's regional offices where both parties reside, and where premises in dispute are located.

There is a notable increase in the number of complaints of landlord/tenant disputes which came from areas outside the Ethekwini municipal area compared to the last financial year. This could in large part be attributed to the fact that marketing was done in these areas during this financial year.

3.2.4.1 Total cases resolved per quarter

The table below shows the number of cases resolved per quarter.

2025/26 QUARTERS	RESOLVED HEARINGS	RESOLVED MEDIATIONS	TOTAL RESOLVED
Q1	99	178	277
Q2	219	228	477
Q3	146	219	365
Q4	197	214	411
TOTAL	661	839	1500

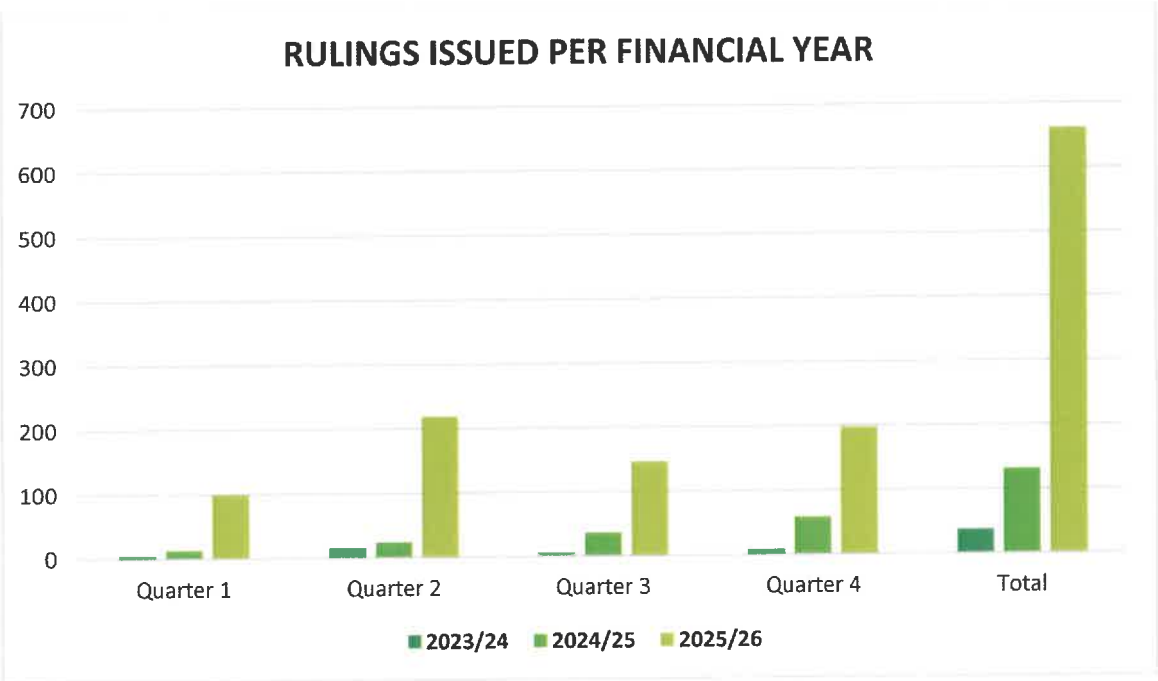
3.2.4.2 Rulings issued by the Tribunal over the 3 financial years 2023/24; 2024/25 and 2025/26

A Rental Housing Tribunal ruling is a written decision issued by a Provincial Rental Housing Tribunal after considering a complaint, the evidence presented by the parties, and the provisions of the Rental Housing Act 50 of 1999.

The ruling determines the rights and obligations of the landlord and tenant and may include orders directing either party to take specific action. In terms of section 13(13) of the Rental Housing Act, a Tribunal ruling is deemed to be an order of the Magistrate's Court and is therefore legally binding and enforceable.

Below is a table showing the number of rulings issued by the Tribunal during the last 3 financial years.

2025/26 QUARTERS	2023/2024 FINANCIAL YEAR	2024/2025 FINANCIAL YEAR	2025/2026 FINANCIAL YEAR
Q1	6	13	99
Q2	16	24	219
Q3	6	36	146
Q4	9	58	197
TOTAL PER YEAR	37	131	661



3.2.4.3 Enforcement rulings issued by the Tribunal- 2025/2026

The Rental Housing Tribunal Enforcement Ruling is a ruling issued by a Provincial Rental Housing Tribunal that is legally binding and enforceable in the same manner as an order of a Magistrate's Court. Section 13(13) of the Rental Housing Act 50 of 1999 provides that a Tribunal ruling is deemed to be an order of the Magistrate's Court and is enforceable under the Magistrates' Courts Act.

Below is a table showing the number of rulings where parties requested the Tribunal to assist in the enforcement of their rulings.

QUARTERS	2025/2026 FINANCIAL YEAR
Q1	12
Q2	10
Q3	5
Q4	14
TOTAL PER YEAR	41

Where a party fails to comply with a Tribunal ruling:

1. The successful party may approach the Tribunal for assistance.
2. The ruling may be filed with or enforced through the Magistrate's Court.
3. The ordinary enforcement mechanisms available in the Magistrates' Courts Act may be used, including:

    - Warrants of execution against movable property.
    - Emoluments attachment orders (where applicable).
    - Attachment of debts.
    - Contempt or compliance proceedings where appropriate.

3.3 RENTAL HOUSING INFORMATION SERVICES

Key measurable objectives of the Rental Information Services section are to:

- Establish functional Rental Housing Information Offices in the local municipalities
- Facilitate enhancement and management of stakeholder relations
- Mobilise and serve community stakeholders and structures
- Facilitate public understanding and awareness of their rights

During the reporting period, the Tribunal exceeded its target of **120** number of Stakeholder Forum meetings by achieving a total of **177** forum meetings. The target for conducting information sessions was set at **150**, but the performance was way beyond the targeted number, with **187** information sessions conducted in this financial year. As part of creating public awareness, a total of **2** radio talk shows were conducted, and **9** publications were issued during the reporting period.

3.3.1 Rental Housing Information Offices

The Rental Housing Tribunal has ensured that the citizens of KwaZulu-Natal are informed about the rights and obligations in so far as landlord tenant relationships are concerned as well as informing them of the services the Tribunal provides. The following table shows the activities of the Tribunal in terms of creating awareness and capacitating municipalities with regards to the Rental Housing Tribunal:

Municipality	Information Sessions	Stakeholder Engagements
eThekwini Metro	49	23
Umsunduzi	29	7
Ray Nkonyeni	13	11
Newcastle	11	8
Alfred Duma	9	6
Okhahlamba	7	9
Dr Nkosazana Dlamini Zuma	7	2
Umzumbe	5	8

Greater Kokstad	5	2
Johannes Phumani Phungula	4	11
Inkosi Langalibalele	4	4
Umdoni	4	4
Umgeni	4	4
Endumeni	3	7
Jozini	3	3
Umuziwabantu	3	3
Uphongolo	3	3
Dannhauser	3	2
Big 5 Hlabisa	2	5
Mpofana	2	5
Abaqulusi	2	4
Umzimkhulu	2	4
Inkosi Mtubatuba	2	3
Nkandla	2	3
Richmond	2	3
Mthonjaneni	2	1
Kwadukuza	1	5
Edumbe	1	3
Ndwendwe	1	1
Umhlabuyalingana	1	0
Umshwathi	1	0
Umlalazi	0	4
Emadlangeni	0	3
Impendle	0	3
Nongoma	0	3
Maphumulo	0	2
Msinga	0	2
City Of Umhlathuze	0	1
Ndumeni	0	1
Nquthu	0	1

Ulundi	0	1
Umhlathuze	0	1
Umvoti	0	1
TOTAL	187	177

3.3.2 Radio and TV Broadcast

Media in the form of radio and television, were also a vehicle by which citizens were reached.

The purpose is to increase awareness of the services of the RHT to the listeners of the radio stations.

RADIO TALK SHOWS





Local radio station based at Ulundi With coverage of Zululand District Municipalities

Local radio station based in Durban with coverage of greater Durban Municipalities and surroundings

3.3.3 Publications

The services of the Rental Housing Tribunal were published in the following media:

9 X PUBLICATIONS

1 X Emadlangeni Municipality Facebook Page

2 x Facebook pages

3 x Facebook pages & Tiktok

2 x Facebook Pages

1 x Facebook Page

3.3.4 Stakeholder engagement with the Magistrates' Court:

Once the Tribunal has issued a ruling in terms of section 13(4) of the Rental Housing Act , such is dispatched to the disputing parties. By so doing the Tribunal would have dispensed with responsibilities under the Act. However , the KZN Rental Housing goes an extra mile in assisting the party in whose favour the Tribunal has ruled ,to enforce such a ruling in the magistrates court. To make the make process less burdensome and seamless to the judgement creditor or the party who has been favoured by the ruling , the Tribunal has engaged with several Magistrates courts in the Province of KwaZulu-Natal. During the reporting period , twenty-one (21) Magistrates courts were engaged with. These were :

1. Harding Magistrates Court
2. Ezakheni Magistrates Court
3. Babanango Magistrates Court
4. Nkandla Magistrates Court
5. Madadeni Magistrates Court
6. Greytown Magistrates Court
7. Colenso Magistrates Court
8. Mahlabathini Magistrates Court
9. Utrecht Magistrates Court
10. Dannhauser Magistrates court
11. Msinga Magistrates Court
12. Escort Magistrates Court
13. Newcastle Magistrates Court
14. Ladysmith magistrates Court
15. Ekuvukeni Magistrates Court
16. Himeville Magistrates Court
17. Port-shepstone Magistrates Court
18. Bergville Magistrates Court
19. Dundee Magistrates Court
20. Mtubatuba Magistrates Court
21. Umzikhulu Magistrates Court

4. CHALLENGES

4.1 SECTION 16 OF THE RENTAL HOUSING ACT

It is very challenging for the Tribunal to deal with parties who disregard the summons and not attend the set hearings or mediations. There is a vacuum in enforcing contempt of court in terms of Section16 of the Rental Housing Act, and action to be taken in respect of parties not adhering to summonses. The Tribunal feels powerless with regards to this issue as it ends up not being able to deal with disputes if the other party is not willing or refuses to attend especially if there is no proper service.

4.2 IMPLEMENTATION OF THE NATIONALISED CASE MANAGEMENT SYSTEM

The delay in the implementation of the National Computerised case management system is making it difficult for the support staff to effectively manage the cases that are received by the Tribunal on a daily basis.

4.3 STAFF SHORTAGE

In order for the Tribunal to effectively deal with cases, it is crucial that there is adequate support received from the staff. Unfortunately, with cost cutting measures, the Tribunal finds itself with posts that are frozen after resignation of staff which means that there is no employee to perform the duties that were allocated to that position. It is important to make sure that critical posts are evaluated and not just automatically frozen.

4.4 BACKLOG CASES

Due to the ever-increasing number of complaints received by the Tribunal on a daily basis, there are always cases that are not finalised within the 90-day period.

It doesn't matter how hard the Tribunal members and support staff work, there will always be a backlog because new complaints are lodged each month whilst there is still backlog that the Tribunal works hard to eradicate.

One of the challenges that worked against the Tribunal was the non-attendance of some parties for scheduled mediations and hearings. The other challenge is the unavailability of parties when summons is delivered at their respective addresses. This leads to the rescheduling of matters, which increases the number of cases that are not finalised within the prescribed period of 90 days.

4.5 NATIONAL REGULATIONS AND PROMULGATION OF THE EFFECTIVE DATE OF THE RENTAL HOUSING AMENDMENT ACT NO.35 OF 2014

The delay in the finalisation of the National Regulations on the Rental Housing Act No.50 of 1999 is causing some hindrances on the work of the Tribunal as it has taken years for the National Department to finalise these regulations. Also, the delay in the

promulgation of the effective date of the Rental Housing Amendment Act No.35 of 2014 is a cause for all the limitations in terms of authority for the Rental Housing Tribunals.

5. FEW EXAMPLES OF DECIDED CASES (RULINGS)

Below, are some of the Tribunal's rulings arising from various complaints lodged with the Tribunal during the current financial year. The rulings deal with specific issues that the Tribunal feels should be highlighted:

5.1 NATURE OF THE COMPLAINT: FAILURE TO PAY RENTAL

The Complainant is the landlord of the tenant, the Respondent, in respect of the property in ques. The nature of the complaint is outstanding rentals.

THE COMPLAINANT'S EVIDENCE

The parties entered into a verbal lease agreement around 2005. The initial rental was R1 000.00 per month excluding utilities. The annual escalation was 10%. The current rental is R4 900.00.

The Respondent stopped paying rental after July 2021, following the death of his mother who had been receiving payments whilst the Complainant was abroad.

The outstanding rental amounts were set out as follows:

- July – December 2021 at R4 500.00 per month = R27000
- January to December 2022 at R4 500.00 per month = R54 000.00
- January to December 2023 at R4 700.00 per month = R56 400.00
- January to December 2024 at R4 900.00 per month = R58 800.00
- January to November 2025 at R5 100.00 per month = R56 100.00

Total amount claimed = **R252 300**

The Complainant on several occasions tried contacting the Respondent via email and WhatsApp but was blocked. The Respondent still lives in the property and persists with his refusal to pay the rent.

The utilities were initially paid by his mother, later, his brother instructed the Respondent to deduct the rates from the rent and pay direct to the Municipality.

THE RESPONDENT'S EVIDENCE

The parties entered into a verbal lease agreement. The initial rent was R1 000.00, which was later increased to R2 000.00 thereafter annually increased by 10%.

The payments were initially made to the Complainant. He later on encountered some divorce problems and also had issues with his bank account. For those reasons he

was told to pay the rent to the Complainant's mother. Again, later on Complainant's mother fell ill and unfortunately passed on. He was then told to pay the rent to the Complainant's brother,. He was further advised that the property does not belong to the Complainant.

He religiously paid his rent for almost 19 years, only stopping in May 2024 when the Municipality told him to stop paying because the property allegedly belongs to the Municipality, not the Complainant.

He was paying for the utilities separately, often in cash or via EFT. He has limited receipt if he is able to find them, including the payment of the rent to the Complainant's brother.

He was being harassed by the Complainant and he decided to block him, to stop further harassment. He admits that he has not been paying rent from May 2024 to the present. The current rental amount is R4 090.00 including refuse removal and some utilities. He undertook to provide proof of payment, though he may not be able to provide all of them up to the time he stopped paying.

The Respondent submitted the following documents relating to his matter:

Bank deposit slips (Standard Bank)

- 03/02/2023 R3 300.00
- 04/12/2023 R3 300.00
- 03/01/2024 R3 300.00
- 05/07/2022 R3 000.00
- 14/09/2022 R3 300.00
- 04/10/2022 R3 000.00
- 07/08/2022 R1 090.00

An email from the Complainant to the Respondent which reads as follows:

> *"Good day,*
>
> *We have not received rent for the property you are living in from June 2024. Who are you paying the rent to. Please contact me asap. I need payment Asap.*
>
> *Thank you*

ANALYSIS OF EVIDENCE

The Tribunal is called upon to determine whether the Respondent is liable for any outstanding rentals, and if so how much.

The Complainant gave his evidence in a simple and straightforward way and without any hesitation. The Respondent equally gave his evidence in a similar manner. Their versions were mutually destructive.

The main dispute between the parties is when did the Respondent stop paying the rent. The Complainant alleges that it is from July 2021 to date. On the other hand, the Respondent alleges it was only from May 2024 to date and he continues not to pay.

The Respondent made it easy for the Tribunal to determine these issues when he submitted the bank deposit slips to show that as late as January 2024 he was paying the rates, with some slips showing payments for the years 2022 and 2023. Though he does not have all the bank slips but these are sufficient to gainsay Complainant's version that Respondent last paid his rent in July 2021.

The most important documentary evidence that completely destroys the Complainant's version and support the Respondent's version is the email sent to the Respondent by the Complainant dated 14 January 2025. The following aspects need to be highlighted about this email:

- the email addresses are those given by the Complainant to the Tribunal when he filled in his complaint form, and they are the ones used by the Tribunal to communicate with the parties;

- it was sent on 14 January 2025 and it confirms that the Respondent owes rent from June 2024, not from July 2021;

- the email is confirmed to have come from the Complainant, as it even bears his cell number the Tribunal has in its records.

The Tribunal is satisfied that the Respondent has not been paying rent since June 2024, as he has admitted in his evidence. However, this is not the end of the matter.

OWNERSHIP DISPUTE

In the heart of this matter is the dispute over the ownership of the property. This issue is highlighted in the complaint form submitted by the Complainant, the email submitted by the Complainant to the Human Settlement Department, under which the Tribunal falls and also on the letter from the Ward Councillor.

In these two documents, the Complainant states that he does not have the title deed for the property. He has been to the Municipality and they are not prepared to assist him to get the property he bought from the Municipality, transferred to his name. He reported this to the hotline department as a case of fraud and corruption.

There is also a letter in the file dated 2 April 2025 written by the councillor, the Ward Councillor. In this letter he states that this property was initially allocated to the Complainant's family. They, however, did not approach the Municipality to take legal ownership, but rented this property to the Respondent. After the passing of the person to whom this house was allocated, an advert was done inviting the beneficiaries to come forward. After the stipulated date, no one had come forward to claim the property.

The letter from the Councillor goes on to say that due to the fact that the Respondent and his family have occupied and paid all the necessary dues, and there being no other claimant as per the process followed, it is recommended that the property be allocated to the Respondent's family.

The issue of the dispute of ownership and the developments surrounding same cannot be ignored by the Tribunal. The parties need time to attend to this matter together with the Municipality to find the lasting solution to it.

In determining the dispute before it, the Tribunal must approach this matter cautiously and exercise its discretion judiciously. In doing so, it must consider and balance the interest of both parties. With the evidence before us, the Tribunal is not in a position to determine fairly and justly the issue of the outstanding rentals from May or June 2024 to date.

RULING

As a result of the analysis and findings above, the Tribunal makes the following ruling:

The Tribunal grants an order for absolution from the instance.

5.2 NATURE OF COMPLAINT: FAILURE TO REFUND DEPOSIT

The Complainant is the erstwhile tenant of the Respondent, the erstwhile landlord in respect of the property described in Ballito Hills, Ballito, KwaZulu-Natal.

THE COMPLAINANT'S EVIDENCE

On the 19 February 2025 the parties entered into a written lease agreement for a period of 12 months. The lease agreement was marked "Exhibit A". He took occupation on the 1st March 2025. The monthly rental was the sum of R13 500.00 excluding utilities, and so was the deposit amount.

The joint pre-occupation inspection was conducted and there were no issues picked up during the inspection. However, a day after he had moved in, he noticed that one kitchen cupboard door was loose. This was reported to the landlord, and nothing was done about it.

He gave a written notice on 29 May 2025, which was a month's notice. The notice was accepted by the landlord. He was advised by the landlord that if he paid his last month's rent he would be refunded his deposit.

He was surprised when he was refunded only R3 000.00. He was told that the sum of R10 000.00 will not be refunded because the landlord has suffered some

losses. There was no exit inspection that was conducted. The replacement tenant moved in the same day he vacated the premises.

Relief sought is the refund of the deposit balance of R10 000.00.

THE RESPONDENT'S EVIDENCE

She testified that there are two reports, i.e. the incoming inspection report and the exit inspection report. The sum of R350.00 was paid to the service provider for deep cleaning of the premises.

The reason for the non-refund of the deposit is because the landlord suffered damages in respect of cleaning the premises and in respect of the commission paid to the agent. The agents were advised by TPN that they should take their commission of R9 936.00 upfront. [TPN (Tenant Profile Network) is a credit bureau that provides specialized data and services to residential commercial property owners and managers that help to verify the credit profile of a potential tenant.] The landlord suffered damages in that he had to pay for the replacement tenant's commission again.

She further testified that the Complainant gave contradicting reason for the early termination of the lease agreement.

The landlord relies on clauses 22.1 and 20.1.2 of the lease agreement.

ANALYSIS OF EVIDENCE

It is common cause that the parties entered into a 12 months lease agreement. The Complainant terminated the lease agreement by giving notice on the 29 May 2025, thus ending the lease agreement after 4 months. The notice was accepted by the Respondent.

The Complainant was not held liable for the early termination as provided for in clause 20.1.2 which provides for a month's rental cancellation penalty (read with clause 1.33 to the schedule). He is held liable for the deep cleaning of the premises and for the commission paid by the landlord to the agent.

PAYMENT OF THE AGENT'S COMMISSION

In our law, agent commission on a lease agreement is primarily governed by the mandate agreement and requires the agent to be the "effective cause" of the transaction, meaning their actions directly led to the lease being signed.

The mandate agreement is the agreement between the agent and the property owner, the landlord, to the exclusion of the tenant or buyer in case of an outright sale. The agreement stipulates that the agent is mandated to secure the tenant or the buyer, i.e. to be the effective cause, and in return he would be paid a sum

agreed upon between the agent and the landlord by the landlord. The tenant or buyer is nowhere in the picture when this agreement is concluded.

THE PROVISION OF THE LEASE AGREEMENT

The Respondent's witnesses testified that the Respondent relies on clauses 22.1 to withhold the balance of the deposit for the reasons stated.

Clause 22.1 provides as follows:

"22.1 In the event of the tenant not paying the rental or any other monies due in terms of this lease agreement on the date upon which such monies are due and payable, or committing any other breach in terms of this lease agreement then:

22.1.1 should the provisions of Section 14 of the CPA apply to this lease agreement and the tenant remain in breach of any of the terms of this lease agreement for a period of 20 (twenty) business days after dispatch of a written notice calling upon the tenant to remedy such breach, then the landlord shall be entitled, in his sole discretion and without prejudice to any other rights that he may have in law, to either claim specific performance in terms of this lease agreement, or to cancel this lease agreement forthwith without further notice claim all arrear rental and/or any other damages from the tenant."

From the Respondent's evidence this clause is not applicable as there is no allegation about outstanding rental, nor any other monies due, e.g. utilities, in terms of this lease agreement. It is the view of this Tribunal that any other breach must first be proven before it becomes due. Further, if the Respondent intends to rely on this clause, there are specific procedures to be followed, like the dispatch of a written notice, before it can rely on this clause.

Further the Respondent's witness mentioned that it relies on clause 20.1.2. This clause provides that in the event the tenant elects to cancel the lease agreement prior to the expiration of the initial period, for any reason other than the material breach of the agreement of by the landlord the following shall apply:

"20.1.2 the landlord shall be entitled to recover any loss suffered by the landlord as a result of such early cancellation of the lease agreement by charging the tenant a reasonable cancellation penalty, which will be the equivalent of not less than the amount mentioned in clause 1.33."

Again, there is no allegation by the Respondent that the balance of the deposit is withheld because the landlord had decided to impose such a reasonable penalty. Therefore, this clause is also not applicable and cannot be relied upon by the Respondent to justify the refusal to refund the remainder of the deposit.

If the Tribunal considers the Respondent's testimony to the exclusion of any other evidence, including the lease agreement, this would be the end of the matter. However, the Tribunal deemed it prudent to consider other relevant clauses to the lease agreement despite them not being mentioned by the Respondent's witness. One such pertinent clause is clause 20.1.3 which provides as follows:

"20.1.3 the landlord shall be entitled to recover from the tenant any commission paid or due to the property practitioner."

It is appropriate that, even though the witness failed to mention this clause, or actually professed to rely on it, which would have been the most appropriate contention, the Tribunal considers and expresses itself on this clause.

The Tribunal views the conduct of the agent (and the landlord) to include this clause as unfair practice, for the following reasons:

(i) the mandate contract is between the agent and the landlord to the exclusion of the tenant;
(ii) the landlord is responsible for the payment of the commission;
(iii) the tenant does not enjoy the benefit of influencing the terms of the mandate agreement, and therefore, the liability to pay the commission is arbitrarily imposed upon him;
(iv) the tenant in negotiating the lease agreement is in an inferior bargaining position, and the landlord in a superior bargaining position. It is a take it or leave it situation. In a democratic society like ours, such practices ought to be discouraged;
(v) the landlord has an option to structure the payment of the commission to be paid in line with the period of occupation by the tenant. In that case, whatever situation that materializes, it remains fair to all the parties.

It is the conclusion of the Tribunal that even if the Respondent had sought to rely on this pertinent clause 20.1.3, it would have been found to be unfair, and as such, be struck off.

The Property Practitioner journal, Property Professional (16 July 2020) notes that it is possible to structure the commission in a manner that commission is paid only on "rental collected." Of greater importance the article it further states that if the mandate states that the commission is earned upon signing, and the

tenant defaults or cancel the lease, the landlord remains liable. (Article by Marlon Shevelev).

The Tribunal is satisfied that the premises, in the absence of the evidence to the contrary, had to be cleaned when the Complainant vacated. In his evidence he did not mention that he cleaned the premises when he vacated, nor did he dispute the Respondent's assertion that the premises needed to be cleaned or deep cleaned. The account of R350,00 seems to be reasonable and is supported by the invoice.

The Respondent is entitled that his deposit be held in an interest-bearing account. Below is the calculation of the interest.

(i) R13 500,00 x 3% (March to June 2025) = 33.75
R 13 500 x 3% x 4/12 months = R135

(ii) R10 150,00 x 3% (July 2025-March 2026) = 228.37

Total due R10 378.37

RULING

As a result of the above analysis and findings, the Tribunal makes the following ruling:

1. The Respondent is ordered and directed to pay the Complainant the sum of R10 378,37 being the balance of the refund of the deposit;
2. The amount mentioned above is payable within 30 days of the transmission of this ruling to the parties.

5.3 NATURE OF COMPLAINT: FAILURE TO PAY RENTAL

The Complainant's complaint is in respect of failure to pay rental, failure by the Respondent to pay utilities and damage to property.

The Complainant's Evidence

The Complainant testified that the Respondent took occupation of the premises on the 1st of September 2021 after signing a 24 months lease agreement. The lease agreement was marked as Exhibit 'A'. Initially the rent was R16 000,00 with a 10% escalation per annum. Towards the end of the lease, the escalation was varied to 8% and the rent was increased to R17 280.00 . He paid a deposit of R16 000,00, plus a utilities, garden and pool deposit of R4000,00. Rent was paid into the Complainant's wife's account, and utility bill would be forwarded to the Respondent.

The joint incoming inspection was conducted, but no issue was picked put therefore no inspection report was produced. The Respondent only raised the issue of the pool that was green and effort was needed to restore it to the original state. The Respondent resolved the issue of the pool himself before the Complainant had a chance to attend to it. No other issue was raised by the Respondent regarding the condition of the premises.

The Respondent vacated the premises at the end of the lease in August 2023, after giving a one months' notice. The joint exit inspection was conducted by the Respondent's son and the Complainant. There were significant damages noted during the exit inspection:

- Built in stove was removed from the kitchen – the Complainant was told by the Respondent's son that they were using a gas stove. He indicated that the glass stove was kept in the garage. When asked to go find it, the Respondent's son could not find it.
- 3 sets of keys were lost
- Wall fans burnt out, not working needed replacement
- Power adapters for wi-fi router were missing
- Light fitting in the master bedroom was burnt out
- Intercon unit at the gate was smashed by a vehicle
- Master en-suite bedroom shower head fitting was cracked and leaking
- The earth supply breaker on the main electrical board was removed and not replaced.
- Creepy crawly was removed from property
- Massive heap of garden waste placed at the front of the property.
- Wall clock damaged

The total claim is R33 901.00

Less R18 811.00 (deposit with interest)

Due = R15 090.00

The matter was part heard on the 19th of May 2025 for the Complainant to bring the invoices related to the claim for damage to the premises.

The case resumed on the 23rd of July 2025 for the Complainant to continue with his evidence and provide supporting documents.

With regards to the claim for the non-payment of rental, the Complainant testified that there was short payment for the month of December 2021 of R1 523.00, May 2023 the outstanding amount is R9 780,00, as well as R9 780,00 outstanding for the month of June 2023 . In August 2023 there was no rental payment received therefore an

amount of R17 280,00 is outstanding. Total rent owed is R21 363,00.

Invoices and consolidation document for the damages claimed were marked as Exhibit 'B'. They are broken down as follows:

- Stove that was removed had to be replaced
- Labour for installing the stove
- Locksmith services
- 3 large wall fans

And other defects as per Exhibit 'B'.

The utilities owed by the Respondent amounts to R21 460.84, but the amount due is R29 880.27. The Complainant adjusted the claim to accommodate the fact that the meter was not read. The Municipal bills covering the period September 2021 to August 2023 are marked as Exhibit 'C'. The Complainant was asked to email the bill for the month of August 2021. The statement is marked as Exhibit 'D'.

During the cross questioning of the Complainant by the Respondent, he put to him that he did not send the documents regarding damages. The Complainant conceded. The Respondent contended that he did not have the full use and enjoyment of the premises. He further contended that some of the damages to the property that are now part of the Complainant's claim were never attended to. The Complainant put to the Respondent that he remained in the premises from the 1st of September 2021 to February 2023 when he first raised his concerns on the email. He contends that the issues raised by the Respondent, i.e. grass, mud on the driveway are a normal course of events. He further stated that the concerns raised by the Respondent were attended to timeously. The Complainant conceded to not have sent the invoices to the Respondent, but were sent to his previous attorney.

The Respondent put it to the Complainant that he undertook to have a calibration of his meter. The Complainant's response was that the Respondent had full use of the utilities for two years. He had full control of the property for those years, and the meter is inside the building. He did not go and read it when he had full control of it. The Respondent argued that it is unreasonable to state an amount on unconfirmed readings. The Complainant's response was that the Respondent received full municipal bills for 24 months, and was fully aware that the meter was not read. He did not give access for the meter to be read. Water was read because the meter is outside the property. He had full enjoyment of electricity every month. Of the 33 months when the meter was not read, he is liable for 24 months.

The Complainant disputed the reason given by the Respondent that he did not have

full use and enjoyment of the premises, but stated that on the email sent to him by the Respondent, the reason he wanted to terminate early was due to financial issues. In this email he stated that he would have loved to stay on if it were not for financial constraints.

Relief Sought:

The Complainant 's relief is the payment of the arrear rent, outstanding utility bills as well as for damages.

The Respondent's Evidence

The Respondent testified that the condition of the premises was bad when he moved in. He listed the following defects:

- Pool with sludge – spent more than one week to clean it
- Deck boards on the patio were not screwed in
- No shower door in the bathroom for close to two years
- Toilet in the main bedroom leaking
- No bedroom cupboard doors
- Handles/locks missing on the passage door
- The stove was cracked and it broke. The Respondent said he'd go and buy another one but he never did.
- The property was infested with rats and they were biting the wires.
- The gate was broken for 2 months and the tenant had to fix it
- Intercom system never worked, was smashed outside the gate

The Respondent brought the above defects to the attention of the Complainant telephonically. For two months the gate motor did not work, and the Complainant did nothing about it. Eventually the Respondent found someone to fix it.

The Respondent had a gardener who used to cut grass every week, therefore does not understand the claim for overgrown grass. He is not responsible for the cutting of his trees. The Complainant dug the up the driveway to address some flooding. The dampness was caused by the rain coming from the ceiling in the bedroom. The toilet was leaking at the back from the inception of the lease, the Respondent had to call plumbers several times. The pool never had a creepy crawly, the Respondent bought one.

He further testified that the Complainant was aware of the concerns which were conveyed telephonically. The Respondent wrote to the Complainant's wife about a number of issues via email dated 16 February 2023. On the 18th of February, the Complainant replied to the Respondent and copied his wife. The Complainant undertook to fix by the 2nd of March 2023. His testimony is that the Complainant came

with a handyman to fix some defects, but not others and it was poor workmanship.

With regards to the utilities, the Respondent testified that he paid all the estimated municipal bills. He believes that he only owes a small amount of rent, but could not remember how much he owes.

During the cross questioning of the Respondent by the Complainant, he enquired about a list of defects if the premises were in a bad condition when he moved in. He stated that there were no issues and that is the reason there was no written report except for the pool that was green. The Complainant further stated that the luggage cupboard di not have a door and this was intentional. The shower door was not missing because it was a doorless shower. The Complainant asked if there was an earth breaker when the Respondent moved in. The Respondent's response was that there was, but it was eaten by the rats and he had alerted the Complainant about the electricity problem.

The Complainant put it to the Respondent that he had access to the garage since he was able to put the stove there, therefore he must take responsibility for the fact that the stove could not be found in the garage. The Respondent's response was that the Complainant gave the instruction that the stove be placed in the garage since it was broken.

Analysis of Evidence

It is common cause that the parties entered into a 24 months lease agreement with the Respondent, and took occupation of the premises on the 1st of September 2021. It is also common cause that the Respondent gave proper notice to vacate. Furthermore, it is common cause that both the incoming and exit inspections were conducted. It is not in dispute that the Respondent paid a damages deposit of R16 000,00 plus the utilities, garden and pool deposit of R4000,00.

The Tribunal has to ascertain if the claim by the Complainant the for non-payment of rental and municipal services is valid. With regards to the outstanding rental of R21 363.00, the Tribunal noted that the Respondent did not dispute owing rental, but contended that they did not receive full enjoyment of the premises due to defects that were not attended to by the Complainant during their tenancy. The Tribunal therefore finds that the Respondent is liable for the payment of the outstanding rental because he had an option to vacate the premises if he was not happy with the conditions, but elected to stay on.

With regards to the utilities claim, it was the Respondent's testimony that he would pay all the estimated bills from the Municipality. The Complainant did provide proof that at

the inception of the lease, the bill was up to date with R0,00 balance. The Tribunal finds that the Respondent is liable for the actual consumption during his period of occupation as the premises were not shared with other tenants but his family only. It is also noted that the Complainant reduced his claim from R29 880,27 to R21 460.84 because he did not have the actual readings but the estimates.

The claim by the Complainant for damages is a tricky one since despite conducting both incoming and exit inspections, no report was submitted to the Tribunal. Even if there were no major defects at the inception of the lease, there should be an inspection report indicating that everything was in good working order. The conflicting statements by the Complainant and the Respondent with regards to the condition of the premises on moving in does not assist the Tribunal in determining the actual state of the premises. The Tribunal is persuaded by the correspondence between the parties during the period of occupation where the Respondent was asking for repairs to be done, and in some cases the Complainant undertook to attend to those but did not.

The Tribunal defers to Section 5 (3) (f-j) of the Rental Housing Act, which provides as follows:

(f) *at the expiration of the lease the landlord and tenant must arrange a joint inspection of the dwelling at a mutually convenient time to take place within a period of three days prior to such expiration with a view to ascertaining if there was any damage caused to the dwelling during the tenant's occupation thereof;*

(g) *on the expiration of the lease, the landlord may apply such deposit and interest towards the payment of all amounts for which the tenant is liable under the said lease, including the reasonable cost of repairing damage to the dwelling during the lease period and the cost of replacing lost keys and the balance of the deposit and interest, if any, must be refunded to the tenant by the landlord not later than 14 days of restoration of the dwelling to the landlord;*

(h) *the relevant receipts which indicate the costs which the landlord incurred, as contemplated in paragraph (g), must be available to the tenant for inspection as proof of such costs incurred by the landlord;*

(i) *should no amounts be due and owing to the landlord in terms of the lease, the deposit together with the accrued interest in respect thereof must be refunded by the landlord to the tenant, without any deduction or set-off within seven days of expiration of the lease;*

The Tribunal noted that the Complainant conceded to painting the unit as per his evidence that he painted the unit, and this evidence was not disputed by the Respondent. He disputed the rest of other damages claiming that they were there

when he took occupation and they formed part of the snag list. It should be noted that at the time of writing this ruling, the Tribunal had not received the email with a snag list that was sent to the Respondent.

Clause (*h*) of the Act call for the landlord (Respondent) to provide relevant receipts which indicate the costs which the landlord incurred. In this case, the Respondent could not produce receipts or even invoices for the costs incurred.

The Rental Housing Act details the obligations and safeguards that have to be observed by the tenant and the landlord. Section 5 (e) states that the tenant and the landlord must jointly, before the tenant moves into the dwelling, inspect the dwelling to ascertain the existence or not of any defects or damage therein with a view to determining the landlord's responsibility for rectifying any defects or damaged or with a view to registering such defects or damage, as provided for in subsection (7) of the Rental Housing Act.

The sole intention of the joint entry and exit inspections report is to provide a benchmark at the exit stage to determine damages that the landlord would have suffered as a result of the damage to property and also to protect the tenant from any exploitation that might occur when they are forced to fix items that they have not broken and that ought to fall under the normal wear and tear category.

The Tribunal therefore finds that although the Respondent ensured that both incoming and exit inspections are done jointly, no reports were produced or photos of the premises before the Complainant took occupation as well as at the exit time. This therefore does not give the Tribunal enough evidence to determine when the damages were caused. Due to this shortcoming on the side of the Respondent and failure to adhere to the prescripts of the law, the Tribunal finds that his claim for damages cannot be entertained. Therefore, the Tribunal finds that the Respondent is liable for the outstanding rent of R21 363,00, plus outstanding utilities amount of R21 460,84. The total amount owed by the Respondent is R42 823,84. Since the Complainant did not indicate how much interest has accrued on the Respondent's deposit, the Tribunal will use 3% which is a minimum interest for savings account. The deposit has been in the Complainant's account for 3 years 10 months, and therefore the interest earned is R2 300,00. Therefore, the deposit of R22 300,00 including interest, less R42 823,84 is equals to R20 523.84.

Ruling

On the basis of the above analysis and findings, the Tribunal rule as follows:

- The Complainant's claim for damages to the property is dismissed.

- The Respondent is ordered to pay the Complainant the sum of R22 823.84 for outstanding rent and utilities.
- Payment to be effected within 21 days of dispatch of this ruling.

6. INNOVATIVE INITIATIVES BY THE TRIBUNAL TO IMPROVE SERVICE DELIVERY

Interim Rulings: Challenges Relating to Defaulting Respondents

One of the most significant challenges experienced by the Tribunal during the reporting period was the recurring issue of respondents who failed to attend hearings despite having been properly served with notices of proceedings. In such instances, complainants frequently requested that matters proceed in the absence of the respondent.

The Tribunal was therefore required to carefully consider whether it would be fair and just to proceed with hearings based solely on the evidence presented by the complainant. While complainants understandably seek relief in their favour, the Tribunal remains mindful of its obligation to uphold the principles of procedural fairness and natural justice.

In ordinary civil proceedings, courts may hear matters in default where there is satisfactory proof that the respondent was properly notified of the proceedings. In such circumstances, a presumption arises that the respondent is aware of the proceedings and has wilfully failed to appear. However, this presumption is not absolute and may be rebutted by evidence demonstrating a reasonable explanation for the respondent's absence.

There may be various legitimate reasons why a respondent is unable to attend a hearing, including illness, hospitalisation, travel, or other unforeseen circumstances. For this reason, South African civil procedure provides mechanisms for the rescission of default judgments where good cause is shown.

In considering applications for rescission, courts generally require the applicant to demonstrate that:

1. The default was not wilful and that the applicant was unaware of, or otherwise unable to participate in, the proceedings; and
2. The applicant has a bona fide defence with reasonable prospects of success should the matter be heard on its merits.

The Tribunal has had to balance the rights of complainants to obtain expeditious resolution of disputes with the rights of respondents to be heard. This challenge has underscored the importance of ensuring proper service, maintaining fair hearing procedures, and safeguarding the integrity of the Tribunal's dispute-resolution processes.

Issuing of a Section 16 letter

Faced with the challenge if not having an enforcement mechanism, like the Sheriff of the Courts, the Tribunal applied its mind on ways to discourage this negative practice. For this reason, the Tribunal decided to make the parties aware of Section 16 of the Rental Housing Act.

Section 16 of the Rental Housing Act (The Section 16 letter)

This section provides that:

"16. Any person who-
(a) fails to comply with sections 4 or 5(2) or (9);
(b) has been duly summoned under section 13 and who fails, without sufficient cause-
i. to attend at the time and place specified in the summons, or
ii. to remain in attendance until accused by the Tribunal from further attendance

(i) contravenes any regulation will be guilty of an offence and liable on conviction to a fine or imprisonment not exceeding two years or to both such fine and such imprisonment."

The Tribunal therefore took the decision to serve formal letters on any party who has refused to attend a hearing that was previously scheduled, explaining section 16 together with the summons. To this end, if there is sufficient reason to believe that a party is deliberately evading his responsibility to attend a hearing, a letter explaining that if he or she defaults again, the Tribunal will commence proceeding against him or her in terms of section 16. Although section 16 is referred to in the summons, it has been established that some parties do not read the provision. The impact of the separate letter clearly shows the intention of the Tribunal to proceed against the defaulting party. In addition, the defaulting party is threatened or warned, that the matter may proceed against him or her in his or her absence.

The effect of this letter, which is coined the "section 16 letter" is an innovative means to secure the attendance of parties. Statistics reveal that after introducing this letter the number of defaulting parties has decreased. However, the anomaly of proceeding with default hearing, in the absence of a mechanism to rescind a default ruling was noted. The Tribunal therefore introduced other initiatives, during its tenure, to overcome this *lacuna* in the law. The Tribunal introduced the phenomenon of interim rulings.

Default Rulings / Interim Rulings

An Interim ruling, as the name suggests, is not a final ruling. It affords the defaulting party an opportunity to show cause why the ruling should not be made final. An interim ruling is therefore not binding but it has the effect of spurring the default party to "rush" to the Tribunal when the said interim ruling is made against him or her.

If the Tribunal is satisfied that a party, more particularly, a respondent is a persistent defaulter and who does not attend hearings, which he is summoned, the Tribunal will request that he or she be served with a Section 16 letter. If such letter and summons were served or the Respondent, and despite him or her being aware of the matter, the Tribunal will hear the matter in his or her absence. This will only proceed if the Tribunal is satisfied that there was personal service in the Respondent in this instance. The Complainant will be notified during the hearing that any ruling that may be made against the respondent will be an interim ruling and is not final. The Complainant will also be notified that the Complainant must first make out a case on the evidence if such interim ruling is to be made in his or her favour.

If the Tribunal makes a ruling in default against a party, the ruling by way of example, will clearly state the following:

"The Respondent is ordered to show cause on 26 July 2015, at 09:30am why the following ruling should not be made final:

> *The Respondent is ordered to pay to the Complainant an amount of R5000.00 (Five thousand Rands) forth with.*

The said interim ruling together with new summons summoning the respondent to the return date (26 July 2015) must be personally served on the Respondent. If the Respondent cannot be served personally, then the matter is rescheduled until such time there is personal service. The effect of the interim ruling is that 9 times out of 10, the respondent turns up at the return date to oppose the matter. In such instances, the matter is heard *de novu*. In other words, the matter is heard anew, with new members constituting the Tribunal.

The Tribunal is of the view that this is an adequate measure to cure the *lacuna* in the legislation and that any higher court reviewing such a ruling will not necessarily set aside the ruling. The effect of the interim ruling is that it accommodates the *audi alterim* rule sufficiently and it inadvertently provides for a mechanism to rescind a default ruling.

Fortunately, the Rental Housing Act has been amended and now provides for a rescission of the Tribunal rulings.

Section 12 (A) of the amended Act states the following:

"(12A) The Tribunal may on its own accord and at the request of one of its members or on application by any affected person, rescind or vary any if its rulings f such rulings-

(a) Were erroneously sought or granted in the absence of the person affected by it;"

The inception date of the amended Act has not been announced. In the future, though, the Tribunal may not be forced to issue interim rulings as it does in these circumstances.

Narrowing down of the issues

If, after mediation, the dispute cannot be resolved, the Tribunal will conduct a hearing and thereafter make an appropriate ruling as it may consider just and fair.

Having regard that most parties are lay people, without or little knowledge of the law and procedure, it becomes necessary to assist the parties on how to conduct their cases. This assists greatly in long delayed hearings. The Tribunal is aware that on occasion up to six hearings are set down per day, because of the number of complaints registered. It is for this reason that the Tribunal tries its best to ensure that all matters that are set down are heard. Parties made great effort, at relative great expense and convenience to attend, and respect must be afforded to these parties.

It therefore becomes necessary to deal with each hearing expeditiously, but at the same time always ensuring that no party is compromised. If matters are crowded out because it becomes necessary, parties are courteously informed about this. However, the Tribunal tries its best to ensure that no matter is crowded out. To overcome to problem of long and lengthy matters, the Tribunal has introduced the process of assisting the parties to narrow down the issues. A new member is therefore appointed, before the hearing to assist the parties by advising them on how to present their cases and evidence. The parties then stick to the issues and the matter is invariably dispensed with quickly and efficiently at the hearing.

However, sometimes the parties take the liberty of ventilating their issues and this gives rise to a better understanding of each other's disputes and or complaints. The

parties with the consent of each other discuss the matter and sometimes with the help of the members, an agreement is facilitated and the matter becomes settled. It thus becomes necessary for the Tribunal to issue a consent ruling.

Virtual Hearings and Mediations

A virtual hearing or mediation, also known as a remote hearing, is a court proceeding conducted via video or telephone conferencing rather than in a physical courtroom. The Tribunal introduced virtual hearings because most cases were postponed due to the other party being outside the KZN province or overseas. This allows participants to join from different locations using video conferencing platform like Microsoft Teams or by telephone (mediations). Even though it's virtual, it's still a formal hearing and participants are expected to maintain the same level of decorum and respect as they would in a physical courtroom. Virtual hearings offer increased convenience, reduced travel costs, and greater flexibility in scheduling. This has proven to be an effective way to resolve cases which were delayed due to the unavailability of parties.

Consent Rulings

As much as possible, parties are encouraged to settle their disputes. Mediators are sometimes called upon to adopt a robust approach during mediation. Robust approach may be defined as a mediator taking on active role in trying to get the parties to settle the matter. It may sometimes be required to show one party that his or her contentions do not have a lawful basis or sometimes show a party that his or her assertions are not common sense. This is a gentle process and requires great mediation skills, because a mediator should not offend or create a perception that he favours one party or the other. However, despite this robust approach some mediations never get settled.

On returning to the Tribunal for a hearing a member may be appointed to narrow down the issues. During this exercise, on occasion the parties sometimes 'see the light' and settle the dispute. They then request that their agreement be made a ruling if the Tribunal. The Tribunal therefore issues short concise consent rulings, much to the satisfaction of the parties. This relieves the workload of the Tribunal and another matter can be heard quickly, thereby minimising any matter from being crowded out.

Parties have also requested consent rulings in the midst of a hearing. On occasion, after each party has heard each other's evidence, or one party has heard the other's

evidence, the parties may request that the matter stand down for them to discuss settlement. The evidence, so it seems, may enlighten the parties to a possible risk, if the Tribunal makes a ruling. They therefore request a consent ruling, if they settle the dispute(s)) before a ruling is made.

Of course, the parties are encouraged to settle their dispute to avoid any risk of having a ruling against them. They are therefore encouraged as much as possible to engage in a dialogue before formally appearing before Tribunal.

7. CONCLUSION

It is hoped that this report has managed to highlight the activities, achievements as well as challenges of the KwaZulu-Natal Rental Housing Tribunal for the 2025/2026 financial year.

GALLERY OF INFORMATION SESSIONS WITH VARIOUS COMMUNITIES AND STAKEHOLDERS



Information Sessions conducted at Mnambithi & uMfolozi TVET Colleges



Workshop conducted to Amajuba and uThukela District municipalities to capacitate Rental Information officers on Rental Housing Tribunal matters & Radio station conducted at NGUNA FM in Zululand District @ Ulundi



KZN Rental Housing Tribunal hosted a National Rental Housing Tribunal Quarterly meeting.