

SOUTH AFRICA / JUDGMENT

Yellow River Property Investments (Pty) Ltd v March and Others (18/44135) [2021] ZAGPJHC 672 (18 August 2021) [2021] ZAGPJHC 672

COURT

South Gauteng High Court, Johannesburg

BEFORE

B M Slon

CASE / FILE NUMBER

18/44135

Source: saflii.org · Research copy typeset by Esheria. Not court-issued or certified.

Source record

IN THE HIGH COURT OF
SOUTH AFRICA
GAUTENG LOCAL
DIVISION, JOHANNESBURG
Case
no: 18/44135

REPORTABLE: NO
OF
INTEREST TO OTHER JUDGES: NO

REVISED: YES

DATE: 18 AUGUST 2021
In

the matter between: YELLOW
RIVER PROPERTY INVESTMENTS (PTY) LTD
Applicant
and
VUYO
MARCH
1st
Respondent
PASCALINHA
MAMONARE
2nd
Respondent
GEORGE
BALOYI

3rd
Respondent
ISAAC
MAEYANE
4th
Respondent
PATRICK
RAMASEDI
5th
Respondent
BUSISIWE
DINGA
6th
Respondent
TUMISANG
PEME
7th
Respondent
NTOMBIKAYISE
MASUKU
8TH
Respondent
NTOKOZO
MASUKU
9th
Respondent
MARIA
SEGONA
10th
Respondent
ZODWA
RAMASEDI
11th
Respondent
KGABOITSILE
THLALATSI
12th
Respondent
KOKESTSO
MATHIBE
13th
Respondent
CITY
OF JOHANNESBURG METROPOLITAN
14th
Respondent
MUNICIPALITY
THE
UNLAWFUL OCCUPIERS OF THE OLD HAMBURG HOTEL
15th
Respondent

JUDGMENT

SLON AJ

1. The applicant seeks the eviction of the 1st to 13th and the 15th respondents from a property known as the Old Hamburg Hotel situate at 2625 Albertina Sisulu Road, Hamburg, Florida, Province of Gauteng ('the property'), and ancillary relief.
2. This matter has been entertained on several prior occasions before this Court. On two of these occasions, judgments were handed down; on the other occasions, as far as I can make out, the Court's attention was confined to procedural matters and various orders were made within that context. The second such judgment was handed down on 12 March 2021 by Engelbrecht AJ. She reviewed the facts before her and the Court's obligations under the applicable legislative requirements and judicial authorities, more specifically, the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act No 19 of 1998 ('the PIE Act'),

and granted a detailed order giving directions for the delivery of documents by the 14th respondent ('the municipality') and by the respondents such as to enable this Court to grant an order that would be just and equitable.

3. One of the procedural orders concerned the joinder of the fifteenth respondent on 22 January 2020 by Senyatsi J. That respondent, as its citation suggests, is in fact a group of occupiers who were joined to this application when I believe it became apparent that the 1st to 13th respondents were not the only persons in occupation of the property.
4. Since the second judgment was handed down, some of the respondents delivered their 'personal circumstances' affidavits dealt with below, and the municipality, in the person of Mr Lusenga, very shortly before the hearing, filed a detailed report. All of these documents were unfortunately brought to my attention very belatedly on the Caselines system for various reasons, but I propose to ignore that fact and to decide the merits without further delay as best I can on all the available material before me. It seems clear, on the whole, that the respondents have had a sufficient opportunity to state their case, despite all the obstacles. All the parties rightly crave finality, this application having been instituted almost three years ago in 2018.
5. The crux of the order of Engelbrecht AJ (of 12 March 2021), to which I shall presently return, was to lay down certain requirements for the delivery by the respondents of their 'personal circumstances' affidavits as follows:

'45.2 the Respondents are directed to serve on the applicant's attorneys and file with this court, within 15 days of this order,

affidavits deposed to separately by at least one person per unit -

- 45.2.1. identifying the unit of the Property in which the person resides;
 - 45.2.2. confirming whether the persons residing in the unit commenced occupation prior to or after November 2017;
 - 45.2.3. confirming whether occupation of the unit was in consequence of a rental agreement concluded with the erstwhile owner of the Property and, if not, what the basis for occupation of the unit is;
 - 45.2.4. setting out the names and ages of all persons residing in the particular unit on the Property;
 - 45.2.5. in the case of any minor children residing in the unit on the Property, providing details of such children's enrolment in school (including the school/s where the minor children are enrolled and the grades in which they are enrolled);
 - 45.2.6. in the case of any occupant of a unit suffering from any disability, setting out in full the nature of the disability (supported by documentation);
 - 45.2.7. in the case of elderly persons occupying a unit, asserting that fact (identifying the age of the occupant/s that are said to be elderly);
 - 45.2.8. providing details of permanent and/or temporary employment, if any, of all occupants of the unit on the Property that are not of school-going age over the past 12 months (including identity of the employer and income received);
 - 45.2.9. providing details of any income and/or monies received by any person residing on the Property other than as a consequence of temporary or permanent employment (for example, grants); and
 - 45.2.10. setting out in full what alternatives to accommodation, if any, are or may be available to the occupants of the Property in the event that an order for eviction is granted, including (i) with family members or (ii) taking into account properties available for rental in the vicinity of the Property at rates similar to the rental rates applicable at the Property prior to the cancellation, taking into account inflationary increases.
- 45.3. The Respondents are directed to attach to the affidavit to be filed:
- 45.3.1. copies of the birth certificates of all minor children residing on the Property;
 - 45.3.2. copies of the identity documents of all other persons residing on the Property;
 - 45.3.3. any documents proving enrolment of the minor children at school, including the date of enrolment and the period of such enrolment; and
 - 45.3.4. any documents that the Respondents may wish to rely on to illustrate the financial position of those residing on the Property.

45.4. If any of the documents are not provided, the affidavit must contain an explanation as to why the documents cannot be so provided.'

6. The respondents appear in person, and, but for a short period in mid-2018, seem not to have had the benefit of legal representation. The lack thereof is clear from their papers. Mr Ramasedi, the fifth respondent, appeared before me at the hearing and, in answer to a question from me, advised me that he was authorized to speak for the respondents in general. Although the hearing was by way of video conference, and only three or four other persons (who were probably from amongst the number of other respondents) were visible to me in the background, Mr Ramasedi seemed to have been assisted in his address to me by another person or persons sitting close to him but who were not visible to me on camera. I have little alternative but to accept his word: at least I have no good reason to doubt it. I see from one of the earlier judgments that he has played this role at least once before.
7. The applicant was ably represented by Ms Matome. Mr Lusenga, who is employed by the municipality and appears to have some considerable experience in matters of this kind, represented the municipality. I am grateful to him for his assistance.
8. On account of the environment in which this application is to be determined, I permitted the respondents a generous latitude in their submissions, many of which revealed facts which do not appear on the papers. The applicant, in my view, was not prejudiced thereby. I understand that the duty of a Court in these circumstances, although exercising care not descend too far into the investigative arena, entails going beyond the ordinary strictures under which evidence is placed before it so as to ensure that justice can properly be done; and this, it seems to me, is even more so the case where the respondents are legally unrepresented.
9. Mr Ramasedi told me that there are some fifty separate units in the property; he could not specify the number of persons residing in the property as a whole, but from what he did say, I would estimate that the number is between 200 and 250, possibly even more. He also advised me that a large proportion of the occupants are foreign nationals. I did not consider it necessary to call for more exact evidence of these matters since the affidavits delivered by the respondents pursuant to the order of Engelbrecht AJ were deposed to as recently as March 2021. It would appear that the foreign nationals comprise the bulk of the persons making up the 15th respondent joined in January 2020 as set out above.
10. It does not assist me that the applicant's papers are, on account of the long delays in the matter, in some respects out of date as regards these and others matters. The last document filed by the applicant was a supplementary affidavit dated 21 July 2021 responding only to the municipality's report, and in which none of the facts and circumstances deposed to in the founding affidavit, dated 20 November 2018, was sought to be up-dated. The result is that I am somewhat in the dark as to the actual current position prevailing at the property. I considered calling for further evidence in that regard, but decided against it so as to avoid further unnecessary and costly delay. There is almost always an unavoidable a gap between

the circumstances deposed to on

the papers and the reality on the ground, given the delay between the filing of the papers and the hearing of the matter.

11. Before dealing with the respondents' position, a word need be said about the applicant's approach.
12. The applicant does not place before the Court the leases under which it claims that the respondents, who are (or were) lawful tenants, are in occupation of the property. It avers that:

12.1. written leases were concluded with a former owner of the property from which the applicant acquired the property in 2014;

12.2. the leases could not be found;

12.3. the leases provided that the tenants would (by implication in addition to the rental) 'pay for all electricity, water and sanitation charges in regard to services supplied and/or consumed by them at the Property'.

13. A schedule of rentals (of round numbers roughly between R1 500 and R2 200 per month) is annexed to the founding affidavit showing alleged rental payments from January to December 2017. It evidences, on the whole, a rather erratic pattern of rental payments by reference not to the names of any tenants but to some fifty unit numbers. There is no mention of any extra liability for or payment of any of the municipal services referred to above.
14. I got the clear impression from the applicant's papers, and during the hearing, that the applicant's rental enterprise in respect of the property is not truly based on the collection of specific amounts of rentals (or service reimbursements) from specific tenants in terms of actual lease agreements with them. It seems to me that the applicant considers its interest in the rental enterprise to consist of a right to receive a floating or varying lump sum of monthly rentals, which it considers on the whole to be satisfactory every month, regardless of the identity of the payors or debtors, of any actual leases which may or may not exist, and of the actual amount in rands and cents. The success of the enterprise depends on whether the floating lump sum receipt is sufficient to make the enterprise economically viable for the applicant. To speak, therefore, of the liability of individual, specified tenants duly bound by leases to the applicant for the payment of specifically agreed monthly rentals is something of a fiction. So is the notion that the tenants were charged specifically for any municipal services. Ms Matome was unable to point to any facts to contravene this perception.

15. It is underlined by the fact that the real trigger for these proceedings appears, on the applicant's own version, to have been not the non-payment of rentals, but circumstances which otherwise rendered, or threatened to render, the rental enterprise unprofitable for the applicant.

16. It would appear from what I was advised by Mr Ramasedi (and some of the respondent's affidavits confirm this) that the core of the original tenants cited as the 1st to 13th respondents have been in occupation of the property since approximately 2012. The applicant does not give any better detail in

this regard.

17. The first letter relied upon by the applicants to the tenants of the property is dated 18 January 2018 (the reference therein to '2017' is clearly an error') and was written by the deponent of the applicant's set of affidavits, Mr Naeem Karim, who says that he is the applicant's 'manager', and, from the letterhead employed, appears to carry on business as a letting agent known as 'DMC Property Letting' in Klerksdorp ('the first letter').

18. It makes for rather strange reading. It advises the tenants that the applicant had been engaged in a 'long battle' with the municipality over municipal charges on the property and that 'the current water and electricity charges exceed the monthly rent collected' because of the application of a commercial (presumably rather than a residential) tariff and the possibility of underground leaks. The letter advises the tenants to find alternative accommodation because of the prospect of such a battle 'before [the municipality] will provide us with water and electricity.' From this it appears that the water and electricity must have been cut off at that stage, or shortly thereafter.

19. The respondents did not take up this invitation.

20. A second letter then came from the applicant's attorneys on 20 February 2018 ('the second letter'). It is addressed to 'the tenants and occupiers' of the property. It refers in one paragraph to the 'request' to vacate the property (in the first letter) and then immediately states in the next: 'Despite demand, you have failed, neglected and/or refused to vacate the property.' It continues that such 'demand' is annexed to the letter, but there is no such

annexure on the papers, and I can only assume that that 'demand' is in fact the first letter. It further informs the tenants of the applicant's 'intention to cancel the Agreement' (defined thus in the singular as the lease agreement) and gives the tenants notice 'to find alternative accommodation and vacate the property by no later than 31 March 2018, failing which [the applicant] will have no option but to approach the Roodepoort Magistrates Court to obtain an order for your eviction.'

21. One notes from this letter that the 'request' has apparently become a 'demand', and that the threat to cancel the leases and evict the tenants is contingent on a date for the vacation of the property some five weeks later. No mention of the non-payment of rentals was made.

22. The respondents declined to accede to the demand, and there is no evidence that the applicant acted on its threats. A skirmish then followed in correspondence between the applicant's attorneys and the respondents' then attorney concerning the applicants' alleged attempts to remove sinks and geysers from some of the unoccupied units 'for fear that they may be stolen'. This was stated in a third letter from the applicants' attorneys dated 18 May 2018 ('the third letter') in which the applicant claimed that the respondents attacked the applicant's staff, believing it to have been instructed to evict the tenants, and stole some of the geysers. The applicant alleged that this conduct was in breach of the leases and threatened to claim damages. It also repeated its intention to proceed with eviction proceedings which it said, 'still stands'. Once again, no mention of the non-payment of rentals was made.
23. Some five months later, on 20 October 2018, a further letter was addressed by the applicant's attorneys to the respondents' then attorney, accusing the respondents of a 'rent boycott', other unlawful conduct, such as the letting of units to third parties and collecting rentals therefor, and 'hi-jacking' the property ('the fourth letter'). Such conduct, averred the applicant, amounted to a repudiation of the leases which it cancelled, and demanded that the tenants vacate the property 'forthwith' under threat of eviction proceedings.
24. This was the first mention by the applicant of the alleged non-payment of rentals.
25. Some five weeks later, these proceedings were launched on 26 November 2018.
26. The following inferences are, in my view, clear from the foregoing correspondence:
 - 26.1. The applicant's quarrel with the municipality over the applicable tariff for municipal services, and its resultant claim that the rental enterprise in respect of the property was unprofitable, was its real motivation for a request to the tenants to vacate. It had nothing to do with unpaid rentals. The legal status of the request was questionable since the leases were not terminated but remained in esse. The applicant's expressed difficulties had nothing to do with the obligations of the tenants. As a property owner and landlord, on the applicant's own version, it had a duty to supply the tenants with municipal services, for which the consumption of which it states that it was entitled to charge the tenants, whether or not in fact it did or did not do so. There was no obligation upon the tenants to accede to the request to vacate.
 - 26.2. The more heavy handed second letter wrongly sought to convert the request to vacate the property into a legally justified demand, which it was not. The leases were still in existence.
 - 26.3. The approach in the third letter merely compounded the position. The threat to institute eviction proceedings in that letter had nothing to do with either the alleged misconduct or the non-payment of rentals.
 - 26.4. Only the fourth letter, purporting to cancel the leases, sought to justify such cancellation by reference to the non-payment of rentals. It then gave the tenants no time at all to vacate the property, and eviction proceedings followed shortly thereafter.

26.5. The notice period permitted in the fourth letter for the vacation of the property 'forthwith' is certainly unreasonable under the ordinary common law, taking into account that the respondents (or at least some of them) had been in occupation then of the property for some six years.

27. The overall conduct of the applicant was, it seems to me, unfair to and even manipulative of the respondents. At various levels, the applicant made a nonsense of the ordinary legal position. This must have put the respondents in a most insecure and uncertain position as regards their continued tenure on the property without clear boundaries as to how they might have expected the applicant to act. Against that is the applicant's submission that the first letter was a bona fide attempt to 'share' its problem with the respondents in a manner that did not insist on their eviction. Even if that was so, as I have said, it was not the respondents' problem that the rental enterprise on the property may have become unprofitable to the applicant. The latter's obligations were to provide unencumbered occupation and services to its tenants. There is simply no basis to make threats of eviction (which emerged in the second letter and escalated thereafter) against the tenants for this reason, especially while the leases were still in esse. That the situation may have deteriorated from then onwards into something of a chaos at the property, even if there is a grain of truth in the applicant's contentions in this regard, is not wholly, if at all, as a result of any fault on the part of the respondents.
28. Turning now to the respondents' case, the undisputed and most significant aspect thereof is that no rental was paid by any of the respondents after December 2017, and none has been paid to date within the intervening period of some three years and eight months.
29. The original failure to pay rentals seems to have been motivated by the disconnection of the electricity to the property which appears to have occurred at some stage shortly after the first letter was sent, and possibly even before, since Mr Ramasedi suggested that the supply of electricity to the property had been an ongoing problem for a long time; but the history of that dispute before me is simply too vague to be taken into any account. The disconnection of the electricity, followed by the applicant's initial intimation and its then its demand, as provocative as it was legally unfounded, that the property should be vacated could only have been a source of considerable disquiet and frustration to the respondents, all of which is manifestly understandable on their part.
30. Be that as it may, however, there is no evidence that a single tenant or occupant has sought to approach the applicant to pay even a portion of the rental over the intervening period between the institution of proceedings and the present. Some efforts were apparently made by both parties to resolve the matter by reference to the Rental Housing Tribunal, but these came to nought.
31. The reasons given for the non-payment of rentals, both in the answering affidavit and in response to my enquiries from Mr Ramasedi at the hearing, were as follows:

31.1. Funds which would otherwise have been paid in rental had to be diverted to pay the respondents' attorney. These funds, Mr Ramasedi, said, amounted to some R39 000 in 2018. That is, on anyone's version, a drop in the ocean compared to the annual rentals leviable on the property, even within the context of the applicant's approach thereto, referred to above.

31.2. The banking account into which the tenants were required to deposit their rentals kept on changing. When pressed for detail in this regard, Mr Ramasedi told me that this had been the case in 2017-2018. Clearly this problem had no bearing on the period since then.

31.3. There was some mention of the installation of pre-paid electricity meters in individual flats on the property, which may or not have contributed to the failure to pay rental, but this was very vague, and, in any event, pre-dated the commencement of the dispute in 2017.

32. None of these supposed reasons can hold any sway: the respondents were clearly clutching at straws. The simple fact is that the respondents have not paid any rental since the end of 2017, have been living rent free on the property since then, and cannot justify the position. There is nothing in their affidavits to suggest that something occurred at the end of 2017 which created a sudden inability to pay rental, such as a material change in their financial circumstances. I cannot see that the disconnection of the

supply of electricity or water to the property, as serious as it was, could have justified such a prolonged failure to pay rental or even a portion thereof, given the applicant's alleged predicament which was (at least in the first letter) communicated to the respondents in an apparently friendly fashion.

33. In accordance with several authorities, and notably *City of Johannesburg v Changing Tides 74 (Pty) Ltd*,^[1] I am required first to make a finding as to whether or not it would be just and equitable in all the circumstances, under the provisions of section 4 of the PIE Act, to grant an eviction order. If so, the question then arises of what provisions should be put in place to protect the respondents' position in relation to that order under sections 4(7) and following. The judgment of Engelbrecht AJ sets out the legislative framework within which these proceedings are to be decided. I do not propose to repeat the principles here, and am in respectful agreement with her analysis.

34. There is little doubt in my mind, as I have said, that the applicant has conducted itself in a manner which was unfair to the respondents. That approach appears to have permitted the property to descend into a state of disorder, which was apparently exacerbated thereafter while this matter was shuffling slowly through the Court system. By the same token there is no evidence before me of what steps the applicant itself might have taken to prevent the state of disorder which now prevails, save for the episode alleged to have occurred in respect of some of the geysers and sinks. The applicant has itself to blame for a large measure of its alleged troubles.

35. However, even if the reason for the eviction was, before October 2018 when the leases were cancelled, apparently unrelated to the non-payment of rentals, the position thereafter was clear: there was no payment of rentals, or even an attempt to pay whatever rentals the respondents may have considered themselves obliged to pay. That is, in my view, the overriding consideration in all the circumstances. Whether or not the failure to pay rental comprised in all its essentials a 'rent boycott', as the applicant would have it, is not necessary to decide; there are indications that that is the case.
36. On a conspectus of all of these facts, therefore, I find that an eviction order is just and equitable.
37. I now turn to the respondents' 'personal circumstances' affidavits. It is clear that only a very small proportion of the respondents took it upon themselves to act in response to the order of Engelbrecht AJ. As to the fifteenth respondent, there are very few facts before me: I have perused the Sheriff's return of service of the papers on them, and, terse as it is, I cannot reasonably go behind that, although one cannot put one's head on a block that they all received service of the papers and would have been aware of the hearing. Any purpose which would be served by postponing this application so as to make certain of their position is, I believe, outweighed by the need for finality. In my view, living in close residential contact with the other respondents in an environment long fraught with the uncertainties as a result of this application, they would almost certainly have heard of the need to deliver 'personal circumstances' affidavits or at least to appear at the hearing; and had they not been content with Mr Ramasedi's position as spokesman, they would in all probability have appeared to say so. There is nothing to suggest that the 'core' respondents might have done anything to prevent them from having their say, although, admittedly, truth in litigation has not infrequently been known to be stranger than fiction.
38. I have paid careful attention to the contents of the 'personal circumstances' affidavits and given consideration thereto against the numerous and detailed provisions of the PIE Act. They do not give much of the required detail and are especially but not only lacking in the information sought in paragraph 45.2.10 of the order quoted above. None of them evidences that any of those who filed papers are so disabled, so elderly or so destitute that they are likely to be compelled pitifully to eke out a survival on the breadline; or that they required emergency shelter of the type offered to truly deserving cases by the municipality at the cost of the public purse. There is no material inference to be drawn that they would not, given a reasonable opportunity, be able to find alternative accommodation. According to Mr Ramasedi, which is confirmed by some of the respondents' affidavits, the flats on the property are occupied by families of upwards of two or three members. Most of them are either employed or receive state welfare grants. Some are learners or students.
39. In his report, Mr Lusenga takes the view that none of the respondents who took the trouble to comply with the order is a destitute person lacking the capacity to find alternative accommodation on his or her own. He opines that the question of homelessness does not therefore arise and that there is thus no need for this Court to impose any obligations on the

municipality in respect of the supply of temporary emergency accommodation (or 'TEA'). Such accommodation is for persons who, in the face of homelessness, have a dire need to be thus accommodated. The respondents do not, in my view, fall into this category of persons.

40. It is for the respondents, having been permitted a reasonable opportunity to do so, to persuade the Court of the necessity for the

local authority to be engaged such as to place a burden upon it under its Constitutional obligation. [2]

41. I find that they have indeed been given such an opportunity but have not discharged this onus; and that there are no seriously disturbing or disquieting features to negative the inference that they would be able on the whole to find alternative accommodation similar to the accommodation, and within the same rental bracket, as they now occupy. Some of them, according to Mr Ramasedi, are cognizant of their capacities to apply for other forms of housing in terms of the municipality's RDP and other housing schemes. I agree with Mr Lusenga's views as summarised above.
42. I find, accordingly, that there is no proper basis to impose any obligations in this regard on the municipality by means of any order/s to that effect.
43. Finally, the regulations promulgated under the Disaster Management Act No 57 of 2002 require consideration. The crux thereof appears at section 37 of the regulations promulgated on 25 July 2021 in the Government Gazette of that date (No 44895 R651). Under section 37(2), a Court is empowered to suspend or stay an order of eviction until the termination of the national state of disaster unless it is of the opinion that it is not just and equitable to do so, having regard inter alia to nine listed factors.
44. There is no evidence before me that any of the respondents are or would be particularly hamstrung by the national state of disaster or the Covid-19 crisis as a whole, but it would, in my view, be fair and equitable to take into account that these matters may well affect them in one way or another, even as may be reasonably unpredictable at this point. Since I propose in any event to stay the order of eviction under the broad and equitable discretion which I am obliged to exercise under the PIE Act, and since it is virtually impossible to say when the Covid-19 crisis will come to an end (even if the current regulations are limited to a specific currency but subject to renewal), I do not think that any additional measures are required to be considered or applied under these regulations.
45. The applicant submitted in its supplementary affidavit in response to Mr Lusenga's report that that a period of one year would be appropriate. In argument, Ms Matome suggested that a stay of six months would be appropriate. Had there been any reason to impose any obligations on the municipality in this regard, a minimum stay of three years was sought by Mr Lusenga in order to accommodate backlogs and delays peculiar to the municipality. The last question, as I have said, does not arise.

46. Taking into account the facts that:

46.1. the core of the original tenants has been in occupation since 2012;

46.2. the respondents have to date had the benefit of rent-free occupation for well over three years;

46.3. I have found that the respondents largely have the means and capacity to find suitable alternative accommodation themselves, and do not fall into the category of prospective homelessness which would trigger the municipality's engagement in the order;

46.4. the applicant's conduct emerging from the papers before me;

46.5. the apparent state of the property at present,

I hold that a just and equitable date for the vacation of the property would be 30 June 2022 (viz some 10½ months hence) and that the date upon which the eviction order may be executed be stayed to 1 July 2022.

47. In all the circumstances, furthermore, and having given the question all due consideration, I do not believe that a costs order against the respondents would be appropriate.

48. I accordingly make the following order:

(1) The 1st to 13th and the 15th respondents ('the respondents'), and all persons who reside on the property, known as the Old Hamburg Hotel situate at 2625 Albertina Sisulu Road, Hamburg, Florida, Gauteng ('the property'), through or under the authority of the respondents,

are evicted from the property, subject to the following:

(a) the respondents must vacate the property by no later than 30 June 2022;

(b) the execution of the foregoing order of eviction is stayed until 1 July 2022.

(2) In the event that the respondents (or any of them, or any other person subject to paragraph (1) of this order) fail to comply with paragraph (1)(a) of this order, the Sheriff of this Court is authorized to evict such respondent or other person from the property in terms of paragraph (1)(b) of this order, if necessary with the lawful assistance of any other person or entity duly authorized by the Sheriff or otherwise by law to assist him or her, provided that the Sheriff must at all times be present during such eviction;

(3) Each party shall pay its, his or her own costs of this application.

B M SLON

Acting Judge of the High Court

Gauteng Local Division, Johannesburg

This judgment was prepared and authored by Acting Judge Slon. It is handed down electronically by circulation to the parties or their legal representatives by email and by uploading it to the electronic file of this matter on Caselines.

HEARD ON:

5 August 2021

DECIDED ON:

18 August 2021

HANDED DOWN ON: 19 August 2021

For the Applicant: Ms M Matome

Instructed by

Schindlers Attorneys

Respondents:

In person

[1] 2012

(6) SA 294 (SCA)

[2] The authorities are amply set out in the judgment of Engelbrecht AJ. See also *Ives v Rajah* 2012 (2) SA 167 (WCC) and *Transnet (Pty) Ltd v Zaaïman & Others*

[2008] ZAECHC 17

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.saflii.org/za/cases/ZAGPJHC/2021/672.html>

CASE PAGE https://chat.esheria.ai/case-law/south-africa/unknown-plaintiff-v-unknown-defendant-eviction_under_pie_act-agpjhc-2021-18-44135--6a3ea5103b1caa9129808d11

Prepared on 14 October 2026 · Esheria