


**IN THE SOUTH GAUTENG HIGH COURT  
(JOHANNESBURG)**

CASE NO: 2011/46597

P/H NO: 0

JOHANNESBURG, 15 December 2011  
BEFORE THE HONOURABLE JUDGE SPILG

In the matter between:-

<b>PROPERTY OWNERS AND MANAGERS ASSOCIATION</b>		<b>1<sup>st</sup> Applicant</b>
<b>AFHCO HOLDINGS [PTY] LIMITED</b>		<b>2<sup>nd</sup> Applicant</b>
<b>AFHCO PTY LIMITED</b>		<b>3<sup>rd</sup> Applicant</b>
<b>ITHEMBA PROPERTY TRUST 3[PTY] LIMITED</b>		<b>4<sup>th</sup> Applicant</b>
<b>CIRCLEVEST SECURITISATION [PTY] LIMITED</b>		<b>5<sup>th</sup> Applicant</b>
<b>BORWA FINANCIAL SERVICES [PTY] LIMITED</b>		<b>6<sup>th</sup> Applicant</b>
<b>JIKA PROPERTIES [PTY] LIMITED</b>		<b>7<sup>th</sup> Applicant</b>
<b>MOOSILK INVESTMENTS [PTY] LIMITED</b>		<b>8<sup>th</sup> Applicant</b>
<b>AMBER MOUNTAIN INVESTMENTS [PTY] [LIMITED]</b>		<b>9<sup>th</sup> Applicant</b>
<b>NEWPORT REAL ESTATE [PTY] LIMITED</b>		<b>10<sup>th</sup> Applicant</b>
<b>ZAHAVI ESTATES CC</b>		<b>11<sup>th</sup> Applicant</b>
<b>OTHER MEMBERS OF THE FIRST APPLICANT LISTED IN ANNEXURE; A'</b>		<b>12<sup>th</sup> Applicant</b>

and

<b>CITY JOHANNESBURG METROPOLITAN MUNICIPALITY</b>	<b>1<sup>st</sup> Respondent</b>
<b>CITY POWER JOHANNESBURG [PTY] LIMITED</b>	<b>2<sup>nd</sup> Respondent</b>
<b>JOHANNESBURG WATER (PTY) LIMITED</b>	<b>3<sup>rd</sup> Respondent</b>
<b>PIKITUP JOHANNESBURG [PTY] LIMITED</b>	<b>4<sup>th</sup> Respondent</b>
<b>EXECUTIVE MAYOR OF JOHANNESBURG</b>	
<b>MPHO PARKS TAU</b>	<b>5<sup>th</sup> Respondent</b>
<b>CITY MANAGER TREVOR FOWLER</b>	<b>6<sup>th</sup> Respondent</b>
<b>ACTING MANAGING DIRECTOR, CITY POWER</b>	
<b>SICELO ZULU</b>	<b>7<sup>th</sup> Respondent</b>
<b>ACTING MANAGING DIRECTOR</b>	
<b>JOHANNESBURG WATER MANU PADIAYCHE</b>	<b>8<sup>th</sup> Respondent</b>
<b>ACTING EXECUTIVE DIRECTORS OF REVENUE ,</b>	
<b>CITY OF JOHANNESBURG GERALD DUMAS</b>	<b>9<sup>th</sup> Respondent</b>

**HAVING read the documents filed of record and having considered the matter:-**

*B*

**BY AGREEMENT BETWEEN THE PARTIES, IT IS ORDERED THAT:-**

1. *In the exercise by the City of its rights and duly to collect revenue to collect revenue and disconnect service through due process that is fair and transparent, the Respondents undertake, pending the final determination of Part B of this Notice of Motion, that they shall not terminate the supply of electricity and/ or water to properties within its jurisdiction unless it has complied with each of the following requirements:*
  - 1.1. *Charges in respect of electricity and water on the relevant consumer's municipal accounts must have been accurately calculated according to actual and regularly updated reading and/ or reliable estimated meter readings prepared and issued by the City of Johannesburg and/ or its municipal entities.*
  - 1.2. *where reliance is placed on estimated meter readings (or combination of actual and estimated meter readings), estimated meter readings must not have been used for any period longer than six consecutive months;*
  - 1.3. *the consumer must been furnished on a regular basis with an accurate and reliable statement of account by the City, showing the amount owing to it, together with a computation of how such amounts are made up, correctly recording all charges payable to the City or its entities and all payments made by the account holder and any credits due;*
  - 1.4. *such account must either have been posted or delivered to the relevant consumer at the consumer's nominated billing address, failing which a copy must have been delivered to the property, alternatively the account must have been e-mailed and/ or faxed to the consumer, alternatively a copy of the account must have been made available to the consumer via the City's website;*
  - 1.5. *The City must have given the consumer 14 days from date when it sends its statement to pay in respect of the account rendered to the client, and the City may not disconnect unless the consumer failed to make payment within that time or to make other payment arrangements to the satisfaction of the City;*
  - 1.6. *the City must have sent a notice of demand to the consumer in respect of the amount actually and legally outstanding in terms of the account, and must have given the consumer fourteen days to pay, and its may not disconnect services unless the consumer has failed to make such payment or has failed to make other suitable payment arrangement to the satisfaction of the City within that specified time;*
  - 1.7. *where a consumer has logged a query or complaint in relation to the account to the effect that it is overcharged by the City in any respect whatsoever, the City may not undertake the process of threatening or undertaking disconnection of service subject to compliance with the processes set out in the Credit Control bylaws, which shall include the following;*

- 1.7.1. *the consumer must continue to pay the average of the preceding three months accounts that are not in dispute and all subsequent undisputed charges levied;*





- 1.7.2. *the consumer's query must be considered by the City, and*
- 1.7.3. *proper notice must be given to the consumer of the outcome; and*
- 1.7.4. *If the query is found to lack merit, the consumer must be allowed the applicable period of time within which the consumer is entitled to lodge an appeal, and where an appeal is lodge, such appeal must be allowed to run its course and the query and/ or appeal must have been resolved in favour of the City before it is entitled to disconnect service;*
- 1.8. *all notices must have been given to the consumer at the appropriate address referred to in paragraph (1.4.) hereof above;*
- 1.9. *notice must have been given to each occupant of the property, at such property, of the impending service termination, in compliance with the requirements specified in the judgement of the Constitutional Court in Joseph and Others v City of Johannesburg and Others 2010 (4) SA 55 (CC); and*
- 1.10. *the disconnection of water supply shall be undertaken in a matter which does not deprive each affected household of its entitlement to the continued and uninterrupted supply of the minimum basic allowance of 6000 litres per month free of charge.*
2. *The costs of Part A shall be reserved for determination by the Court when deciding Part B.*
3. *This matter is postponed sine die.*

