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**REPUBLIC OF SOUTH AFRICA
IN THE HIGH COURT OF SOUTH AFRICA,
GAUTENG DIVISION, PRETORIA**

Case No: 005225/2025

Reportable: No

Of interest to other Judges: No

SIGNATURE

Date: 4 December 2025

In the matter between:

CROWNED CRANE COURT (PTY) LTD

1st Applicant

and

LUVUYO LONSDALE NDIMENI

1st Respondent

**UNLAWFUL OCCUPIERS OF UNIT 2[...],
THE REGENCY, 2[...] M[...] ROAD,
ASHLEA GARDENS, PRETORIA**

2nd Respondent

**THE CITY OF TSHWANE
METROPLLOTITAN MUNICIPALITY**

3rd Respondent

JUDGEMENT

MOOKI J

1 The applicant seeks an order that the first and second respondents be evicted from Unit 2[...] in the Scheme the Regency, Sectional Scheme Number: 440/2018, measuring 92 (ninety-two) square metres, held under deed of transfer S[...], situated at 2[...] M[...] Road, Ashlea Gardens, Pretoria (the premises).

2 The premises are registered in the name of the applicant. Eviction is sought in terms of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act 19 of 1998. The applicant complied with the formal requirements under the statute.

3 The first respondent (Mr Ndimeni) is the sole occupant of the premises. The applicant purchased the premises on 25 July 2023. Transfer was effected to the applicant on 30 November 2023. Mr Ndimeni had an interest in the premises. He signed an agreement with the then owner of the premises in relation to the premises. The agreement stipulated that transfer take place by 15 December 2017. Transfer did not take place. The applicant subsequently acquired the premises as indicated above.

4 Mr Ndimeni owns a sectional unit in the same body corporate where the premises are situated. He, however, resided in a different unit, also in the same body corporate. Mr Ndimeni relocated to Kwazulu-Natal sometime in May 2021, after contracting Covid-19. His case is that a representative of the body corporate approached him, when he was in Kwazulu-Natal, requesting that he (Mr Ndimeni) allow a Mr Suren Singh to occupy Mr Ndimeni's unit. He agreed. This was meant to be a temporary arrangement, with Mr Singh's occupation to last six months.

5 Mr Ndimeni says he agreed to the arrangement because he had built a trust relationship with the body corporate over several years. The agreement was to commence on 30 July 2021. Mr Ndimeni returned to the body corporate in 2022. Mr Singh was still in occupation, despite that being long after the agreed six months. Mr Ndimeni says the erstwhile managing agent of the body corporate offered him "the right to reside in Apartment 13". This was to last until the dispute with Mr Singh had been resolved and Mr Singh evicted.

6 The erstwhile managing agent of the body corporate, according to Mr Ndimeni, advised in June 2022 that Mr Ndimeni was to be evicted from apartment 1[...]. It was then verbally agreed on 23 June 2022 that Mr Ndimeni would occupy apartment 2[...]. This verbal agreement, according to Mr Ndimeni, was reached at a meeting with the erstwhile managing agent of the body corporate and a Mr Ettiene Kruger. The verbal agreement was that Mr Ndimeni would occupy the premises pending finalisation of proceedings to evict Mr Singh.

7 The body corporate, in the meanwhile, instituted proceedings to have Mr Ndimeni's apartment declared specially executable. Mr Ndimeni is in default of paying levies in relation to the apartment.

8 Mr Ndimeni says he paid a substantial deposit to purchase unit 2[...]. A Mr Abraham Rossouw gave Mr Ndimeni keys to the premises. Mr Rossouw, according to Mr Ndimeni, advised that Mr Ndimeni had the right to occupy the premises pending payment of the final amount for the premises. Mr Ndimeni contends that he was given the right to occupy the premises in 2017. He says that he has never been informed that his agreement of sale had been cancelled.

9 Mr Ndimeni contends that there is a dispute regarding ownership of the premises. He further says that he is entitled to occupy the premises because of his agreement with the body corporate.

10 Mr Ndimeni denies that the applicant owns the premises. He says it is not just and equitable to be evicted when he occupies the property "by consent." He denies being in unlawful occupation, because "I am residing in the residence with consent of the managing body of the Regency following my R1.6 million deposit. I am advised that *huur gaat voor koop*."

11 Mr Ndimeni, apart from denying that the applicant has shown that he is to be evicted, also contends that there are disputes of fact in relation to the premises and that those disputes be referred for oral evidence.

Analysis

12 No submissions were made against the applicant's claim that the applicant owns the premises. This was a sound approach, given evidence marshalled by the applicant to establish its ownership of the premises.

13 Mr Ndimeni is not in occupation with the consent of the owner of the premises. I do not accept his contention that he occupies the premises with the consent of the body corporate. There is no evidence that the body corporate has entitlement to the premises such that the body corporate could have granted Mr Ndimeni a right to occupy the premises.

14 Mr Ndimeni ascribed various acts to several people, none of whom gave evidence or gave confirmatory affidavits. Mr Ndimeni thus failed to establish a basis in law for his contention that he occupies the premises with consent. Mr Ndimeni is thus an unlawful occupier in law.

15 Mr Ndimeni did not put up evidence that he would suffer any particular hardship should he be evicted. He owns property in the same sectional title scheme, albeit the property is subject to proceedings by the body corporate. The fact of the body corporate seeking to have Mr Ndimeni's unit declared specially executable does not militate against granting his eviction. His dispute with the body corporate pertains to his failure to pay levies for his unit. Mr Ndimeni did not contend that he would be rendered homeless should he be evicted.

16 I conclude that the applicant has made out a case for the eviction of Mr Ndimeni. The date for the eviction will be effective at midnight, on 31 December 2025. I have considered that this application was heard almost at the end of the year. Eviction as indicated will give Mr Ndimeni sufficient time to attend to his affairs.

17 I make the following order:

- (1) The First Respondent and/or the Second Respondent and all those occupying through or under them, together with all movables, are to be ejected from the Property described as Unit 2[...] in the Scheme the Regency,

Sectional Scheme number: 440/2018, Measuring 92 (Ninety Two square meters, held by deed of transfer S[...] and situated at 2[...] M[...] Road, Ashlea Gardens, Pretoria, Gauteng ("the Property");

(2) The First Respondent and/or the Second Respondent and all those occupying through or under them must vacate the Property one (1) calendar month after the service of this order;

(3) In the event of the First Respondent and/or the Second Respondent and all those occupying through or under them fail to vacate the Property as set out in prayer 2 above, that the Sheriff of this Honourable Court is authorised and ordered to eject the First Respondent and/or the Second Respondent and all those occupying through or under them together with any movables from the Property;

(4) That the First Respondent be ordered to pay the costs of this application on the High Court Scale B.

O MOOKI
JUDGE OF THE HIGH COURT

Counsel for the applicant: A Huhlwane
Instructed by: Carreira and Associates Inc

Counsel for the first respondent: X van Niekerk
Instructed by: Pistorius Scheepers Attorneys Inc

Date heard: 12 November 2025

Date of judgment: 4 December 2025