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

CASE NO: 004005/2026

HEARD ON: 20 JANUARY 2026

REASONS FOR JUDGMENT: 17 FEBRUARY 2026

(1) REPORTABLE: ~~YES~~ / NO

(2) OF INTEREST TO OTHER JUDGES: ~~YES~~ / NO

(3) REVISED

DATE : 17 FEBRUARY 2026

SIGNATURE

In the application of:

HEIBERG ESTATES CC

APPLICANT

AND

RENEE MARITZ

FIRST RESPONDENT

CORNELIUS JOHANNES MARTIZ

SECOND RESPONDENT

REASONS FOR JUDGMENT

Strijdom J

1. This is an urgent application on 20 January 2026 to compel the respondents to remove the review placed on the applicant's Google on 12 December 2025.
2. The application was opposed by the respondents who appeared in person.
3. After reading the papers and hearing the parties the following order was granted:
 - 3.1 "That any non-compliance with the rules and practice directives and any such act as may be applicable, is condoned under Rule 6(12) of the Uniform Rules of Court.
 - 3.2 That the first respondent is ordered to remove the Google review placed on the Google webpage of the applicant within one (1) calendar day from date of this order.
 - 3.3 That the first respondent is ordered to pay the costs of this application on party and party Scale B."
4. As a result of the urgency of this matter I have indicated to the parties that I will grant the order and give reasons later. The reasons for my judgment are as follows:
5. The respondent opposed the application on the following grounds:
 - 5.1 The application is not urgent, and any such urgency was self-created;
 - 5.2 The applicant has not shown an inability to be afforded substantial redress at a hearing in due course;
 - 5.3 The requirements of a final interdict were not met and as such the relief sought should not have been granted.

URGENCY

6. As to the first point: Rule 6(12) provided:

“(12)(a) In urgent applications the court or a judge may dispense with the forms and service provided for in these Rules and may dispose of such matter at such time and place and in such manner and in accordance with such procedure (which shall as far as practicable be in terms of these Rules) as to it seems meet.

(b) In every affidavit or petition filed in support of any application under paragraph (a) of this subrule, the applicant shall set forth explicitly the circumstances which he avers render the matter urgent and the reasons why he claims that he could not be afforded substantial redress at a hearing in due course.”
7. The applicant had accepted that the dispute between the parties had been amicably settled on 10 December 2025.
8. The main agent and member of the applicant had left on holiday out of the country and had only returned on 2 January 2026, whether she became aware of the negative Google review.
9. The applicant then immediately instructed the attorney of record for the applicant to address correspondence to the respondents, which correspondence was sent on 7 January 2026.
10. No response was forthcoming from the letter of demand and the request to remove the negative Google review from the webpage.
11. A further letter was sent on 8 December 2026. No response was forthcoming from this letter.

12. In my view the applicant has not delayed in bringing this application as they had only been notified of the review on 2 January 2026, and had taken immediate action thereafter.
13. The reference to “substantial redress’ does not, in my view, refer to some other remedy but to the remedy that the applicant brings before the court for determination in its urgent application. In my view the matter was urgent and I granted the customary condonation. I do not believe that it is an answer to say that the applicant are always free to pursue some other form of relief in due course.
14. That brings me to the substance of the application. The facts of this matter can be summarized as follows:

14.1 On or about 13 August 2024 the applicant and the respondents entered into a lease agreement whereby the respondents would lease the property situated at G[...] S[...], 2[...] L[...] S[...], W[...], managed by the applicant.

14.2 The specific terms of the agreement are as follows:

14.2.1 The lease would commence on 1 October 2024 and would subsist until 31 December 2025.

14.2.2 The rental amount payable every month would be R7000,00 per month including water consumption.

14.2.3 A deposit amount to be paid in advance of R6750,00 into the Trust account of the applicant and the deposit would be held in an interest-bearing account.

14.2.4 Clause 5 inter alia deals with how the deposit is to be dealt with at the end of the lease period or when the lease is terminated early.

14.2.5 The lessee is obliged to provide two calendar months' notice should they extend the lease or terminate the lease (clause 21 of the agreement.)

14.2.6 Should the lessee cancel the agreement for any other reason other than a material breach by the lessor, the lessee is obliged to provide 20 business days' notice of such cancellation (clause 22.2) and the lessee will be obliged to pay a penalty fee for early cancellation at a maximum of two month's rent (clause 22.3).

14.3 The lease agreement was to conclude on 31 December 2025.

14.4 On 27 October 2025, the respondents delivered written notice of their intention to vacate the premises.

14.5 Within a few days thereafter, the first respondent withdrew the written notice to vacate. It was mutually agreed between the applicant and the first respondent would continue renting the premises and would remain in occupation until 31 January 2026, by which date the first respondent would either give formal notice to vacate or elect to extend the lease agreement.

14.6 Without any prior notification to the applicant, the respondents removed their belongings from the premises on 7 December 2025. At no stage did the first respondent inform the applicant that she was dissatisfied or contemplating vacating the premises during December 2025.

14.7 The first notification received that the first respondent had already vacated the premises, was communicated via Whatsapp on 8 December 2025 at 19:02.

14.8 The first respondent was thereafter informed that a standard exit inspection of the premises was required.

14.9 During the handover of the keys at the office of Heiberg Estates, the second respondent apologized to the applicant for the unexpected manner in which the premises had been vacated.

14.10 The exit inspection was done after the first respondent had already vacated the property and on the same day that she handed keys over on 8 December 2025. Upon the final inspection, it was brought to the applicant's attention that there had been some damage done to the property that needed attending to and the property needed to be cleaned and repainted in order to make it habitable for the next tenant.

14.11 The respondents were informed of the state of affairs, a full report and photos were delivered via e-mail and they were informed that the deposit, as well as the interest accrued thereon, will be withheld in accordance with the penalty clause.

14.12 In the interest of curbing costs, and trying to settle this matter, the father of the first respondent, second respondent, accepted a proposal for the applicant to pay out R4500-00 of the deposit. This was accepted by the respondents and the payment was done.

14.13 While the offices of the applicant were closed, the first respondent posted a negative Google review on the Google Heiberg Estates home page of the applicant.

14.14 The Google review read as follows:

“As someone who rarely leave reviews, I feel it is important to share my experience with this agency to help others to make informed decisions. I countered challenges in recovering my full deposit, as a portion of was withheld despite my efforts to address the matter directly. I was only able to recover part of it after threatening to involve the Rental Housing Tribunal. Previous tenants had to forfeit their deposits as a rule rather than the exception. Additionally, the interactions with the Landlord often felt strained, which contribute to an unpleasant living environment for other tenants as well as myself. I recommend potential renters to review lease terms carefully, document all communication, and consider seeking independent advice on deposits and dispute resolution.”

15. The respondent argued that the review constitutes fair comment and that the application was an abuse of court process. It was further submitted that the requirements of an interdict were not met, specifically that there was no clear right that was being protected, that there was no irreparable harm and that there were alternative remedies available to the applicant.
16. The requirements for proving fair comment are as follows:
 - 16.1 The comment must be opinion and not fact;
 - 16.2 The comment was fair;
 - 16.3 The facts commented on were truly stated;
 - 16.4 The matter is of public interest.
17. The review is not the first respondent's opinion as it is clearly facts that she refers to. The respondents confirm in their letter of 8 January 2026 that they relayed their own experiences rather than commenting on their opinion.

18. The review does not relay the entirety of the facts to the public. The terms of the lease agreement that made provision for deductions of certain debts to the applicant under clear and regulated circumstances set out in the lease agreement, was not mentioned in the review.
19. The review aims to divulge not the truth and the lawful binding terms of the agreement between other tenants and the applicant. It created a sense that the applicant withheld deposits for unlawful reasons.
20. If it had been the intention of the first respondent to publish a fair review, she would have made mention of the fact that the terms of the lease agreement regulated the repayment of her deposit under certain circumstances and the fact that the parties had reached a settlement before publishing the review.
21. Nothing was mentioned in the review that there had been some damage done to the property and that the property needed to be cleaned and repainted in order to make it habitable for the next tenant.
22. In my view, the first respondent's actions point to malice or an improper motive and is not of public interest.

INTERDICT

23. The following are the requirements for a final interdict and must be proven on a balance of probabilities.

CLEAR RIGHT

24. The applicant has a clear right in terms of the common law not to be defamed, and to have untruths published about it that could lead to damage of its reputation and good standing with the public. The respondents had settled the matter with the

applicant on a without prejudice basis, and despite this, the first respondent proceeded to post an untrue review of the applicant.

ACTUAL OR REASONABLY APPREHENDED INJURY

25. The applicant will suffer ongoing irreparable harm if the first respondent does not revoke the false review immediately. Reviews are a way for prospective users, property investors, sellers, buyers and clients to get a sense of a company's standing and general public opinion. If those reviews are based on false information the applicant has no recourse against such reformatory publications.

26. Half-truths and false statements aimed at defaming an applicant cannot be allowed to be left on any public platform, especially in specific, referral to the first respondent's statement that "previous tenants had to forfeit their deposits as a rule rather than the exception." No evidence was provided by the first respondent to substantiate the above comment.

27. Any prospective tenant will have immediate access to the false review left by the first respondent. The harm that the applicant will suffer is continuous and ongoing for so long as the untrue defamatory statements are allowed to stay on the Google website.

NO OTHER SATISFACTORY REMEDY

28. The last requirement for a final interdict is that there must be no other satisfactory remedy. In my view, there are no other remedies available to the applicant that can provide urgent similar protection.

COSTS

29. The general rule is that the successful party is entitled to his costs.

30. The draft order marked "X" was made an order of Court.

Strijdom JJ

Judge of the High Court, South
Africa

Gauteng Division, Pretoria

Appearances:

For the applicants: Adv M M Boonzaaier

Instructed by: Naude & Naude Attorneys

For the first and second
respondent:

In person