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

Case Number: 2026-123111

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: YES
_____	_____
DATE	SIGNATURE

In the matter between:

RETHABILE LETSIPA

Applicant

and

PROTEA METERING PREMIER UTILITY

SOLUTIONS (PTY) LTD

First Respondent

ANGOR PROPERTY MANAGEMENT

Second Respondent

JUDGMENT

WENTZEL -THOMPSON J

Introduction

[1] This matter concerns an urgent application arising from a dispute relating to utility billing within a sectional title scheme. The applicant seeks extensive mandatory and prohibitory relief directed principally at the first respondent, a utility management company, Protea Metering Premier Utility (“Protea Metering”), appointed by the body corporate of the scheme. At the heart of the dispute lies a substantial increase in water

charges levied against the applicant following what all parties accept was an abnormal consumption event and subsequent investigation into the functioning of the water meter servicing the applicant's unit.

- [2] The applicant (an advocate) owns unit 3[...] at R[...] T[...], B[...]. From September 2025, her water bill spiked dramatically. She claims this resulted from a leaking water meter, alternatively faulty meter readings or communications failures within the metering system that is the Body Corporate's responsibility to repair.
- [3] The applicant maintains that Protea Metering (the utility billing agent) repeatedly acknowledged that the billing was under investigation and would be corrected, yet nevertheless continued to debit her account with the disputed charges and ultimately restricted her ability to purchase prepaid electricity unless the disputed amounts were paid. Protea Metering is offsetting a portion of every electricity purchase against the accumulated arrear water debt, effectively blocking her from loading electricity.
- [4] Protea Billing, by contrast, denies that the meter itself leaked, contends that any faulty readings have already been corrected and maintains that the applicant remains liable for all water that passed through the meter, whether arising from consumption or a leak occurring beyond the meter.

The key factual disputes

- [5] The applicant contends:
- a. The water meter was confirmed leaking by Pierre Marais ("Marais") of Protea in November 2025 (Annex RW1);
 - b. Ethan Williams ("Williams") confirmed on 19 March 2026 there was a communication problem on the meter and promised billing correction (Annex L5);
 - c. On 13 May 2026, Marais himself wrote to Angor Property Management ("Angor") asking whether the water consumption charges should be reversed given it resulted from a leak;
 - d. The meter leak is a common property responsibility, not hers;
 - e. The arrear amount is therefore disputed and inflated (now being more than R15,000, rather than the R12,383 cited by Protea);

- f. She has repeatedly requested correct billing since February 2026 so she can pay what she legitimately owes;
- g. She cannot purchase electricity unless she first settles or arranges payment of the full disputed arrear;
- h. She attempted a purchase of R4,880 on 1 June 2026 which failed (Annex L8); and
- i. She and her child face being without electricity.

[6] Protea Billing contends:

- a. The meter was replaced and is now in perfect working order;
- b. A billing error of R2,439.25 (incorrect end-reading when meter was replaced) was identified and credited back to the applicant's account;
- c. All other corrections have been applied;
- d. The applicant has not paid anything since November 2025 (over 7 months) and owes R12,383.56 legitimately, that is apart from the disputed water charges. This includes the levies owing by her and other fixed charges that have nothing to do with the billing dispute and for which she has no excuse not to have been paying;
- e. The applicant was able to and did purchase electricity in the amount of R1,500 on 26 May 2026, the date she brought the application;
- f. The debt consolidation and offset policy is legally sanctioned under the Municipal Systems Act 32 of 2000;
- g. The application is procedurally abusive in that it was issued on 26 May 2026 requiring the respondents to state that they opposed the application that same day. The application, however, was only served on 28 May 2026, the same date that the respondents were required to file their answering affidavit, leaving no reasonable time to oppose and file affidavits ; and
- h. The matter is not urgent as she has been able to purchase electricity on her own version; and

- i. The applicant seeks final interdictory relief on an urgent basis, which is legally defective.

Analysis of the parties' respective contentions

- [7] The email evidence is compelling. Marais of Protea Billing himself wrote to Angor on 13 May 2026 acknowledging the meter leaked and asking whether charges should be reversed. Williams promised billing correction on 19 March 2026. These admissions significantly undermine Protea Billings's position that all corrections have been made.
- [8] The applicant has repeatedly, and since February 2026, requested correct billing. It is difficult for Protea to argue she is simply refusing to pay when she cannot obtain a correct bill to pay against. The screenshots showing a failed electricity purchase on 1 June 2026. Annexes L7 and L8 are concrete evidence the block is real and current.
- [9] There is also a broader complaint pattern from other residents in the same complex that corroborates systemic billing problems, which supports the applicant's narrative.
- [10] The strongest aspect of Protea Billing's case is the legal framework supporting debt consolidation and offset, and the procedural defects in the application.
- [11] There is also merit in Protea Billing's view that that the fact that the applicant's water bill has remained high since the replacement of the metre indicates one of two things; either there is a leak on her property for which she is responsible, or her usage has remained high-both of which scenarios the applicant remains responsible for.

Urgency

- [12] The matter came before this Court as one of urgency.
- [13] Protea Billing raise a technically sound point that the applicant seeks *final* interdictory relief on an urgent basis. Courts are extremely reluctant to grant final relief in urgent proceedings, particularly where the factual disputes are as contested as they are here. Protea Billings also maintains that the applicant has not firmly established that she had no other satisfactory remedy as she could enter a payment arrangement, or litigate the billing dispute through ordinary proceedings and at least tender and pay what she accepts she legitimately owes in the interim.
- [14] Moreover, the block on the applicant's account was known to her since at least 12 May 2026. The applicant sent a letter of demand warning of urgent proceedings on 12 May

2026, yet only launched the current application on 28 May 2026, some 16 days later. This delay weakens urgency. Furthermore, Protea Billing correctly note that the application was served and it was obliged to file an answering affidavit on the same day, which is a serious procedural irregularity that failed to afford it a proper opportunity to respond to the applicant's case.

[15] Protea Billing allege that this constituted an abuse of the court process, particularly as the applicant is herself an advocate, was aware that there were serious disputes of fact and that she had purchased R1,500 electricity on 26 May 2026 (the same day she deposed to her founding affidavit claiming she cannot buy electricity) and thus, had herself dissipated the extreme urgency with which the applicant brought the application. I, however, note that the applicant explains in reply that this was after she had brought her application with truncated notice periods and was only after her physically attending at the first respondent's offices and begging for the restriction to be lifted for one hour.

[16] It is correct that the underlying billing dispute is not recent. The papers reveal that the applicant first queried the dramatic increase in water consumption during late 2025 and that discussions, investigations and exchanges of correspondence continued throughout the ensuing months. Ordinarily a litigant who permits a dispute to endure for an extended period before seeking judicial intervention may find it difficult to establish urgency.

[17] The enquiry, however, is not directed solely at the age of the underlying dispute. It is directed at the circumstances that necessitate immediate judicial intervention. The evidence establishes that the applicant's ability to purchase prepaid electricity became linked to the payment of disputed water charges and that she was informed that unless payment arrangements were concluded or the disputed account settled she would be unable effectively to obtain electricity. The prejudice occasioned by the inability to purchase electricity is immediate and continuing.

[18] Electricity is not a luxury. It is essential to modern residential occupation and affects cooking, refrigeration, lighting, communication and the ordinary dignity of daily life. The applicant resides in the unit together with her child. The consequences of being unable to access electricity are therefore not adequately remediable through a claim for damages or through ordinary proceedings in due course. It would also be unfair to require the applicant to enter into a payment arrangement to settle the outstanding amount owing for water where her liability for this amount is disputed.

[19] Although the applicant could undoubtedly have acted with greater expedition in certain respects, I am satisfied that the immediate threat to her continued access to electricity renders the matter sufficiently urgent to justify consideration in terms of Rule 6(12). The issue of delay remains relevant to costs and to the scope of the relief ultimately granted, but it does not justify refusing to entertain the matter and striking it off the roll for want of urgency.

The relief sought

[20] Turning to the merits, it is necessary at the outset to identify what this application is not. It is not a trial concerning the ultimate liability for the disputed water charges. Nor is it a determination of whether the leak originated within the meter, before the meter, beyond the meter or elsewhere in the infrastructure. Yet, the applicant seeks final relief on the papers that is entirely inappropriate. This she does in the face of serious disputes of fact on the papers.

[21] The applicant relies upon correspondence emanating from employees of the first respondent indicating, at various stages, that the water meter had been investigated, that a leak had been identified, that replacement was required and that billing would be corrected following the investigation. The applicant further relies upon communications acknowledging possible problems with the meter and undertakings that corrective action would follow.

[22] However, Protea Billing advances a different version. It contends that investigation revealed no leak in the meter itself but rather a defective read-switch, that any incorrect readings have already been reversed and corrected and that the meter is presently functioning correctly. According Protea Billing, any excess water consumption remains chargeable to the applicant because the water passed through the meter and any downstream leak falls within the applicant's sphere of responsibility.

[23] Neither version can be decided on the papers before me; the disputes are genuine, material and incapable of final resolution in motion proceedings. More particularly, I cannot, at this stage, make a any finding regarding responsibility for the leak, the correctness of the historical billing or the ultimate indebtedness of the applicant. Those questions are the subject of substantial factual disputes on the affidavits that need to be referred to oral evidence.

[24] This notwithstanding, the applicant seeks effectively to suspend all liability arising from the disputed charges and to compel extensive corrective measures before the factual

disputes have been resolved. Such relief would impermissibly anticipate the final determination of the dispute.

[25] Conversely, the position advanced by Protea Billing is equally unsatisfactory; it would require the applicant to discharge the entirety of a disputed account notwithstanding the unresolved questions concerning the source of the abnormal consumption and the correctness of the billing. Such an outcome would expose the applicant to substantial prejudice and undermine the utility of any future determination in her favour.

[26] The proper course lies between these competing positions. Significantly, the applicant herself has repeatedly acknowledged that she remains liable for ordinary water consumption and has offered to pay the amount she would ordinarily have consumed prior to the disputed increase. There is therefore no dispute that the applicant must continue paying for current services and normal usage. The true dispute concerns only the excess charges for water consumption arising, the applicant says, from the abnormal consumption event (although it was argued before me by Protea Billing that the applicant's water charges remain high indicating continued high usage or a leak on her side of the metre.)

[27] That conclusion is not fatal to the my granting interim relief. The requirements for an interim interdict are well established. The applicant must demonstrate a prima facie right, though open to some doubt, a reasonable apprehension of irreparable harm if interim relief is refused, that the balance of convenience favours the granting of such relief and the absence of an adequate alternative remedy.¹

[28] The applicant has, in my view, established a prima facie right. At the very least she has demonstrated that a bona fide dispute exists concerning a substantial component of the water charges reflected on her account and that the first respondent's own employees acknowledged the existence of a problem requiring investigation and correction. The applicant is also entitled, as the owner and occupier of the unit, to continued access to electricity pending proper resolution of the dispute.

[29] The apprehended harm is equally apparent: If relief is refused and the applicant is compelled to satisfy the entirety of the disputed account before obtaining electricity, she will effectively be required to pay amounts which may ultimately prove not to be owing. The inability to purchase electricity pending such determination would result in

¹ *Setlogelo v Setlogelo* 1914 AD 221 at 227; *Webster v Mitchell* 1948 (1) SA 1186 (W) at 1189; *Eriksen Motors (Welkom) Ltd v Protea Motors, Warrenton* 1973 (3) SA 685 (A) at 691C-G; *East Rock Trading 7 (Pty) Ltd and Another v Eagle Valley Granite and Others* [2011] ZAGPJHC 196

continuing prejudice of a kind not readily compensable in money, particularly where the applicant finds herself in strained financial circumstances.

[30] Fairness requires that the applicant continue to discharge all undisputed obligations while the disputed component of the account is preserved pending final determination of the parties' rights. Such an approach protects the respondents' legitimate interest in receiving payment for ordinary services while simultaneously ensuring that the applicant is not compelled to satisfy charges that remain genuinely contested.

[31] This, however, must include the applicant entering into a payment arrangement to pay off all of the undisputed levy and other charges that she has failed to pay entirely since November 2025, notwithstanding that these charges were fixed and there was no basis for her failing to pay them. The applicant did not require a statement of account to tender these amounts in good faith, as well as her usual charges for her water consumption on a monthly basis. She should, however, be given a period of 6 months to pay off these arrears as it would be unreasonable to expect her to do so now on a once off basis given her financial circumstances and the fact that she has since February 2026, been requesting accounts for the undisputed amounts owing.

[32] The balance of convenience overwhelmingly favours the applicant should such a tailored interim order be made; it preserves the status quo, avoids irreparable prejudice to either party and permits the underlying dispute to be resolved in the appropriate forum without depriving the applicant of access to an essential service like electricity in the interim. It also ensures that the amounts that ought properly to have been paid by the applicant are paid and that the disputed water account is not used as an excuse to pay properly due and owing amounts.

Costs

[33] I tend to agree that the fact that the present matter was brought on extremely truncated time frames and in the face of obvious disputes of fact may well constitute an abuse of process, particularly by an admitted advocate, justifying a punitive order of costs. However, the applicant was able to provide explanations, that if true, and after being tested by way of cross-examination, may serve to refute my prima facie views.

[34] I similarly feel that the applicant's prayer for attorney and client costs is best suited for the determination of the court that will finally hear the disputed evidence.

[35] I thus intend to reserve the issue of costs, as well as the question of punitive costs, for the determination of the court hearing the oral evidence on the disputed facts in due course.

[36] This evidence ought properly to be determined by the Magistrates Court as the amount outstanding does not warrant a hearing in the High Court. I, however, do not believe that I can refer this discreet issue for hearing by the Magistrates Court where the High Court has already been seized of the matter. The alternative would be to refer the billing dispute to the Magistrate's Court for trial. However, this will unduly delay the resolution of the billing dispute and the determination of who is responsible for payment of the water leaks and/or the billing errors to the prejudice of the respondents.

[37] In the circumstances, I intend to refer the matter for the hearing of oral evidence in this Court, but subject to the recovery of costs by either party on the Magistrates Court scale. This shall exclude the costs of the urgent application before me reserved for determination by this court, that should be on the High Court scale as the urgent application was launched in the High Court.

Order

[38] In the result the following order is made:

- 1) The application is heard as one of urgency in terms of Rule 6(12) and the ordinary forms and service provided for in the Rules are dispensed with.
- 2) The question of the cause and liability for the disputed water charges and the continued increased water charges is referred to oral evidence that should be set down on an expedited basis, subject to the consent of the Acting Deputy Judge President of this Division of the High Court.
- 3) Pending the final determination of the dispute concerning the disputed water charges incurred during September 2025 and may subsequent increased water charges reflected on the applicant's account since September 2025:
 - 3.1. The applicant shall pay all current and undisputed charges reflected on her account as and when they fall due;
 - 3.2. The applicant shall enter into a payment arrangement within 10 days of this Order to pay all the undisputed arrear amounts on her account over a 6 month period calculated from the date of this Order, including all levies and sewerage service

charges, as well as all other fixed and undisputed charges charges that she has not paid since November 2025;

- 3.3. The applicant shall, in respect of water consumption, pay an amount equivalent to her average monthly water consumption calculated with reference to her historical consumption over the six month period prior to the abnormal increase in water usage during September 2025 that forms the subject of the present dispute;
 - 3.4. The first respondent shall, upon payment of the amounts referred to in paragraphs 3.1-3.3 above, permit the applicant to purchase prepaid electricity in the ordinary course and shall not block, restrict or prevent such purchases by reason solely of the disputed water charges;
 - 3.5. The disputed portion of the water charges, being the amount in excess of the applicant's historical average consumption and arising from the disputed leak and related billing investigation, as well as any continued water consumption over and above the average water consumption of the applicant during the 6 month period prior to September 2025, shall remain suspended pending final determination of the dispute following oral evidence;
 - 3.6. Nothing in this order shall constitute a determination of liability for the disputed water and/or billing charges.
- 4) The costs of this application shall be reserved for determination in the proceedings in which the parties' respective liability for the disputed water charges is determined.
 - 5) The costs of the hearing of oral evidence shall not exceed the costs chargeable in the Magistrates Court.
 - 6) The costs reserved in this application should, however, be costs to be taxed on the High Court scale.

WENTZEL-THOMPSON J
JUDGE OF THE HIGH COURT
JOHANNESBURG

Date of the hearing : 2 June 2026
Date of the judgment: 16 June 2026

Appearances:

For the applicant:

In person

For the respondent:

Mr. J Nysschens (attorney) on behalf of
Eugene Mare Attorneys

