

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

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: NO

31 August 2026

DATE

SIGNATURE

Case Number: 2025-209624

In the matter between:

NEDBANK LIMITED

Applicant

and

PATIENCE BONGEKILE THWALA

Respondent

JUDGMENT

VETTER, AJ

A. INTRODUCTION

[1] The applicant is the respondent's mortgagee. It seeks payment of the balance outstanding under a home loan and an order declaring the respondent's home specially executable under rule 46A of the Uniform Rules. It asks that the sale be at a reserve price of R153 600, and for costs on the

attorney and client scale for which the mortgage bond provides.¹ In later submissions it also sought an order that, if the reserve were not achieved, the unit could be offered again without reserve, subject to confirmation by the Court. The respondent admits the debt and the breach. She resists execution because the unit is her home, because her grandson lives with her and has chronic asthma, and because she says she can resume payment. She appeared in person throughout.

- [2] The matter was argued on 24 August 2026 and stood down to 10:00 on 28 August 2026. I directed the parties to place before me, by 17:00 on 27 August, an affidavit attaching a levy statement from the body corporate or its managing agent. It was to identify separately the levies outstanding, the interest, the legal, collection and administrative charges, and any other amount in the balance. I asked at the same time for short submissions on the treatment of the arrear levies and on the reserve price sought. The applicant delivered a supplementary affidavit and written submissions on 27 August. The respondent delivered a short affidavit in her own hand on 28 August, together with the papers in an action brought against her in the Regional Court by the body corporate.
- [3] Because she is unrepresented, I explained to the respondent at the resumed hearing what rule 46A requires me to weigh, and why a payment tender which does not cure the debt is not an alternative to execution. I explained what a reserve price is, and what follows if it is not achieved. She was given the opportunity to deal with the applicant's later material and took no objection to its reception.
- [4] I grant the money judgment and declare the unit specially executable. I refuse to authorise a sale without a reserve price and I fix the reserve at R 153 600, the figure the applicant proposes on affidavit. That is far below what the unit is worth, and the reasons for it are the substance of this judgment. In short, a sectional title unit cannot be transferred until the body corporate has been paid or satisfied, and the amount it demands falls on a

¹ Notice of motion, CaseLines 005-2 to 005-3

purchaser over and above his bid. On the amounts asserted (which have not been finally established) a reserve at the value of the unit would be unlikely to attract a bid. Meanwhile the respondent's indebtedness is growing, on documented figures, by between about R 19 000 and R 22 000 a month.

- [5] Four questions arise. First, should the updated affidavits be received? Second, has the applicant established the requirements for a money judgment and for execution against a primary residence? Third, do the respondent's circumstances or her payment proposal disclose a satisfactory alternative to execution? Fourth, should the unit be sold without a reserve if the reserve is not achieved and at what figure should the reserve be fixed?

B. THE FACTS

- [6] The following facts are common cause. On 28 November 2019 the applicant advanced R 805 037 to the respondent under a home loan agreement. She secured her obligations by registering mortgage bond S[...] over Section 37 in the scheme known as C[...] G[...], 5[...] E[...] Crescent, S[...], a unit of 76 square metres held under deed of transfer S[...]. The bond secures the applicant's enforcement costs on the attorney and client scale.² She fell into arrears and she admits both the debt and the breach.
- [7] The agreement is a credit agreement governed by the National Credit Act 34 of 2005. I am satisfied that the applicant delivered a notice under section 129(1)(a) to the respondent's chosen address; that the period prescribed by section 130(1) elapsed before these proceedings were instituted; and that she did not bring the account up to date, refer the agreement to debt review or propose any other arrangement the Act permits.³ No debt review or other statutory process is pending.
- [8] In her answering affidavit the respondent says that she and her grandson live in the unit and that he came into her care after her mother's death. He has chronic asthma, and his schooling and a food allowance are funded from a

² Mortgage bond, clause 17, CaseLines 005-53.

³ Notice in terms of section 129(1)(a) and proof of delivery, CaseLines 005-54 to 005-56.

trust established by his late father. She said she had been reinstated by the Department of Public Works and would resume ordinary instalments from 15 February 2026. Her heads of argument take a different position: she is not in full-time employment and asks for 12 months in which to pay half the instalment.⁴ I have read her affidavits and her heads together and generously, and I decide the matter on the version most favourable to her.

C. THE UPDATING AFFIDAVITS

- [9] In July 2026, after the affidavits had been exchanged, the applicant filed an updated arrears and rates affidavit and an updated valuation affidavit. No application for leave accompanied them. Further affidavits may be filed only with leave, and the overriding considerations are prejudice and the interests of justice.⁵ These affidavits contain current material necessary to the rule 46A enquiry and without them the valuation and the charges standing against the unit would be two years old. The respondent was afforded the opportunity to deal with them and took no objection. I receive them. The supplementary affidavit of 27 August was filed under my own direction and needs no leave.
- [10] The updated affidavit records arrears of R 470 758.76 as at 23 July 2026, being about 41 instalments at the current instalment of R 11 403.76. The last payment was made on 10 May 2024. The balance outstanding at 23 July 2026 was R 1 435 576.03.⁶ The respondent does not dispute those figures.
- [11] The money judgment I grant is nonetheless for R 1 312 061.63. That is the amount claimed in the notice of motion, being the balance certified as at 1 October 2025, with interest at 11.35% per annum compounded monthly in arrear from that date.⁷ The updating affidavits do not amend that claim. They

⁴ Answering affidavit, paras 4–12, CaseLines 010-2 to 010-3; respondent's heads of argument, CaseLines 014-7.

⁵ *South African Broadcasting Corporation SOC Ltd v South African Broadcasting Corporation Pension Fund* 2019 (4) SA 608 (GJ) at paras 38 and 41. Rule 6(5)(e).

⁶ Updated arrears affidavit, paras 4–5 and 7, CaseLines 015-2; annexure JBWR 1, CaseLines 015-14 to 015-15. The original certificate of balance, at CaseLines 005-53, certifies the balance as at 1 October 2025.

⁷ Notice of motion, paras 1 to 5, CaseLines 005-2 to 005-3; certificate of balance, CaseLines 005-53.

place the current account position before me for the purposes of the rule 46A enquiry, and no amendment of the notice of motion was sought or granted.

D. EXECUTION

- [12] The unit is the respondent's primary residence and was acquired with the loan the applicant advanced. The respondent did not allege that it was acquired with a State housing subsidy. Rule 46A gives a homeowner judicial oversight, not immunity from execution. Where there is another reasonable means of paying the debt, execution against a home is ordinarily undesirable; where there is none, it may be authorised unless it would be grossly disproportionate.⁸
- [13] The respondent identifies no alternative beyond her own proposed payments. There is no evidence of other assets, of a funded arrangement, of a debt review proposal, of a prospective private purchaser or of a family contribution. The trust she mentions funds her grandson's schooling and a food allowance, and she does not suggest that it can be applied to the mortgage debt. Nothing suggests that execution against movables would recover a material part of a debt of that magnitude.
- [14] I take her version at its highest. Her grandson lives with her and he has chronic asthma. But the question is what execution would do to them, and on that there is nothing. No evidence that a move would interrupt his treatment, and none that either would be left without accommodation. Losing this unit will be hard. Hardship, without more, is not disproportionality. Nor has she shown a means of paying. On her affidavit she would pay the ordinary instalment from 15 February 2026; on her heads, half of it. Neither touches arrears of R 470 758.76, and half the instalment is R 5 701.88, which leaves a shortfall every month before anything is paid towards arrears, interest, rates or levies. Nothing was paid after 15 February 2026 in any event, and at the resumed hearing she confirmed that she is unemployed and without income.

⁸ *Jaftha v Schoeman; Van Rooyen v Stoltz* [2004] ZACC 25; 2005 (2) SA 140 (CC) at paras 56 and 58; *Gundwana v Steko Development and Others* 2011 (3) SA 608 (CC) at para 54; *NPGS Protection and Security Services CC and Another v FirstRand Bank Ltd* 2020 (1) SA 494 (SCA) at para 55.

That is not a reason to refuse execution. It confirms that no alternative means of satisfying the debt has been shown. Execution is warranted.

- [15] I informed the respondent that she may avoid a sale by settling the indebtedness before the unit is sold in execution. In particular, the National Credit Act preserves her right to reinstate the agreement before the sale in execution by paying the overdue amounts together with permitted default charges and reasonable enforcement costs. Nothing in this judgment affects that right, and I record it so that she is aware of it.⁹

E. THE RESERVE PRICE

- [16] Rule 46A(8)(e) empowers me to determine a reserve price and rule 46A(9)(a) requires me to consider whether one should be set. Rule 46A(9)(b) lists the factors. Four matter here: the market value; the amounts owing as rates and levies; the reduction of the judgment debtor's indebtedness, whether or not equity may be found; and the likelihood of the reserve not being realised and of the unit not being sold.¹⁰
- [17] The applicant's valuer puts the market value at R 850 000 and the forced-sale value at R 595 000. The municipal valuation is R 890 000 and municipal charges are R 26 351.26 as at 7 May 2026.¹¹ The body corporate's running account stands at R 747 647.69 on a statement rendered to 30 September 2026. That statement charges the September levies and services in advance; excluding them, the balance at the date of this judgment is R 742 054.33. A separate account for legal fees stands at R 23 479.21.¹² With the municipal charges the asserted burden is therefore R 791 884.80. These are account

⁹ Section 129(3) and (4) of the National Credit Act 34 of 2005.

¹⁰ The factors are set out in full in *Firststrand Bank Ltd v Armugam* 2023 JDR 2979 (GJ) at para 18. Rule 46A(5)(a) requires the execution creditor to place before the court, among other things, the market value, the local authority valuation, the amounts owing on registered bonds, the amounts owing to the local authority as rates, and the amounts owing to a body corporate as levies.

¹¹ Updated valuation affidavit and annexures, CaseLines 015-9 to 015-23; updated arrears affidavit, paras 7.1–7.5, CaseLines 015-2.

¹² Supplementary affidavit of J B W Robertson, 27 August 2026, paras 6 to 11 and 24, CaseLines 018-2 to 018-5; annexures B and C, CaseLines 018-13 and 018-14. The second account is rendered in the name "P.B. Twala" against the same unit and scheme; the abbreviated spelling is an error and not a different debtor or property.

figures and not a clearance figure, and the amount will necessarily change before transfer. There is no equity. The amount owing exceeds the market value by more than R 460 000. What a reserve protects here is therefore not equity but the size of the debt the respondent will still owe once she has lost her home.

The levy statement does not answer the direction

- [18] The statement was obtained on 27 August 2026 but is rendered to 30 September 2026, so that the September charges are debited before they fall due. Of the R 747 647.69, R 691 782.37 sits in the column for amounts 120 days and older, brought forward as one figure on 1 August 2026. Only two months are itemised: R 8 602.35 for August and R 5 593.36 for September. Each carries a monthly levy of R 2 647.53, a geyser insurance premium of R 79, a Community Schemes Ombud Service levy of R 40 and a maintenance reserve levy of R 330. The rest is electricity and water on meter readings.
- [19] So, the total is not a levy figure, it includes services consumed, an insurance premium and a statutory levy payable elsewhere. And it discloses no interest at all. The managing agent's answer to my direction went no further than three propositions: that interest is charged at 2% a month; that a purchaser will be liable for the full outstanding amount, including interest and charges; and that a clearance certificate will issue only once the account has been settled and brought up to date.¹³ If interest is charged it is inside the figure brought forward and cannot be seen. What the applicant puts up is therefore an asserted account balance, not a reconciled figure which the body corporate confirms would secure a certificate.
- [20] I make no finding about what is due to the body corporate. It is not before me, and *Marsh Rose* holds that its statutory rights cannot be determined in proceedings to which it is not a party.¹⁴ Nor do I find that the whole balance bears interest, or that the rate has been authorised as the scheme's rules

¹³ Annexure A to the supplementary affidavit, CaseLines 018-8.

¹⁴ *Body Corporate of Marsh Rose v Steinmuller* [2023] ZASCA 143; 2024 (2) SA 270 (SCA) at paras 23, 26, 28-30 and 36.

require. I could not, on this material. That is the point because the answer to the question I asked is no, and the consequence is that the figure cannot be used as though it were established.

- [21] The respondent put up the papers in an action which the body corporate has brought against her in the Regional Court, in which it claims R 295 580.76. She does not understand how that can be right when the account she has been shown is about R 600 000. The explanation is that the two figures answer different questions. The Regional Court claim is confined to the pleaded period ending on 1 February 2026 and seeks R295 580.76 in respect of levy and levy related charges for that period. The embargo on transfer is not so confined. Section 15B requires certification that all money due in respect of the unit has been paid or provided for, and on the body corporate's own account that includes services, interest and its costs of recovery. The action therefore does not tell her, or a purchaser, what will be required before transfer.

Neither method of fixing the reserve works

- [22] The applicant does not contend for a reserve derived from value. It relies on *Diphare*. Du Plessis J there recorded the practice of this division of taking the forced sale value as the starting point and deducting the rates, taxes and levies, since a purchaser must pay those to obtain a clearance certificate.¹⁵ Where no forced sale value is given it relies on the formula applied in *Armugam*, which averages the market and municipal valuations, takes 70% and makes the same deductions.¹⁶ Either produces a negative figure. The applicant's own deduction takes the rates and the levy account but leaves out the legal fee account: R 595 000 less R 773 998.95 is minus R 178 998.95, and the formula gives minus R 164 998.95. On the burden as I have described it the results are minus R 196 884.80 and minus R 182 884.80. A negative price being impermissible, the applicant asks for the figure it

¹⁵ *Standard Bank of South Africa Ltd v Diphare and Another* 2026 JDR 2230 (GJ) at para 17.

¹⁶ *Armugam* above n 11 at para 26; and see *Absa Bank Ltd v Lekhethoa* (33086/2019) [2023] ZAGPJHC 967; 2023 JDR 3281 (GJ) at para 24, where the "Opperman formula" is described without the deduction for levies.

proposes, together with an order that if the unit does not sell the bidding may begin again with no reserve.

[23] The formula gives no answer here, and not only because its output is negative. A negative result does not license a sale at any price. What it reports is that the burden a purchaser must carry exceeds what the unit is worth to him. That is a reason to pause before selling, not a reason to sell for nothing. The prior difficulty is that the deduction cannot honestly be made. The levies are not established, for the reasons given. Nor are the rates because a municipality may demand, as the price of a clearance certificate, only the debts of the two years preceding the application,¹⁷ and historic municipal debt is not carried over to the new owner after transfer. Nothing shows over what period the R 26 351.26 accrued. A subtraction whose subtrahend is unknown yields nothing.

[24] Nor can the valuer's forced sale figure serve. *Armugam* preferred the valuer's figure to the parties' unsupported opinions and fixed the reserve there,¹⁸ but it did not stop at value, it asked separately whether the figure was realistically achievable and satisfied itself that it was. Rule 46A(9)(b) requires that step. I cannot take it here. Section 15B(3)(a)(i)(aa) of the Sectional Titles Act 95 of 1986 creates no claim against a purchaser; it is an embargo securing the money due by the owner, and it works by preventing transfer until that money is paid or provision is made to the body corporate's satisfaction.¹⁹ The applicant's own conditions of sale place the body corporate's levies on the purchaser in addition to his bid.²⁰ So on the amounts asserted a bidder at R 595 000 would have to find R 1 386 884.80 in all for a unit worth R 850 000.

¹⁷ *Jordaan and Others v City of Tshwane Metropolitan Municipality* [2017] ZACC 31; 2017 (6) SA 287 (CC) at paras 20 and 25.

¹⁸ *Armugam* above n 11 at paras 5, 26 and 27.

¹⁹ *Marsh Rose* above n 15 at paras 28-30 and 36. The embargo operates whether or not the sale is in execution and secures all money due, not only levies. The conditions of sale confine the purchaser's obligation to levies, but their narrower language can have no bearing on the body corporate's rights: *id* at para 26. The embargo creates no preference in the distribution of the proceeds outside insolvency: *id* at para 23.

²⁰ Draft conditions of sale, annexure E to the supplementary affidavit, clauses 5, 6.1.1 to 6.1.3 and 8, CaseLines 018-19 to 018-20.

[25] *Lekhethoa* shows what that does to an auction. There a reserve of R 375 000 was not met although thirty prospective bidders attended. The sheriff attributed the failure to the reserve exceeding market value, and to arrear rates of R 22 048 and levies of R 100 000 being too high.²¹ The levies asserted here are more than seven times that figure. I make no finding that they are due, or that they will be required in that sum. But their asserted size, and the uncertainty attaching to them, bear directly on whether a reserve at the valuer's figure would attract a bid, and on this material, I cannot find that it would.

What delay is costing the respondent

[26] A reserve which is not achieved is not protection. It is delay, and the record shows what delay costs this respondent. She has paid nothing since 10 May 2024. Over the period covered by the applicant's two affidavits the balance under the bond rose from R 1 312 061.63 to R 1 435 576.03, which is R 123 514.40 in under ten months without a rand of new borrowing.²² Interest on that debt runs at about R 13 578 a month on terms which are not in dispute. The body corporate's account demonstrably carries a further R 8 602.35 and R 5 593.36 for the two itemised months, against which R 1 500 was paid. On documented figures alone, and leaving levy interest out of account, her indebtedness grows by between about R 19 000 and R 22 000 a month. Her own proposal was to pay R 5 701.88. The reserve I fix is some seven or eight months of that accrual.

[27] Transfer would not undo any of it. It would not extinguish what the body corporate already claims, and interest would continue on whatever remains under the bond once the proceeds are applied. What it would do is end her ownership, and with it the accrual against her of the levies, services and municipal charges which arise because she owns the unit. She cannot stop them by paying, that is the finding I have made. She cannot stop them by selling privately, because a private purchaser meets the same obstacle at the

²¹ *Lekhethoa* above n 17 at paras 7-9 and 34.

²² Supplementary affidavit, para 24.3, CaseLines 018-5 (the balance at 1 October 2025); updated arrears affidavit, paras 4-5 and 7, CaseLines 015-2 (the balance at 23 July 2026).

deeds office. If the reserve is set where the unit is unlikely to be sold, she does not receive R 595 000; she receives nothing and keeps the account. Protecting a price, she will never be paid is not protection. Between a sale at a low price and no sale at all, her interests lie with the sale.

The figure

- [28] The reserve must therefore be low enough that a sale could take place if the amount actually required for transfer proves lower than the account figure. It must be high enough to prevent the unit being knocked down for a pittance, which is what rule 46A exists to prevent.²³
- [29] I fix it at R 153 600. It is not a valuation, and I do not pretend otherwise; the only evidence of value is the R 595 000 I have discussed. It is the amount the applicant has stated on affidavit that it is prepared to see this unit sold for. It is therefore the floor below which the party with the real interest in a sale has itself said the sale should not go. I adopt it as a guarded figure, and I do not predict that a sale will follow. On the amounts asserted a bidder at that reserve would have to find R 945 484.80 in all, which is more than the unit is worth. That is a further reason not to treat those amounts as final. It is not a reason to fix a higher reserve, because on the same arithmetic a higher one is worse.
- [30] I have considered postponing the reserve until a reconciled clearance figure is available, and I do not take that course. The material which would be needed is not in the applicant's gift. The body corporate is not a party, the account it has rendered is the account it chooses to render, and a postponement would be likely to secure no more than a further statement of the same kind. The price would be months of delay on a congested roll, and every month of it is added to a debt the respondent cannot pay. Rule 46A(9)(b) does not require certainty that a reserve will be achieved. It requires the likelihood to be weighed with the other factors. Weighed here, they favour a sale now, at a figure the execution creditor has sworn it will accept and with the protections

²³ *Lekhethoa* above n 17 at paras 29 and 41-5, discussing *Nxazonke v Absa Bank Ltd*, and *Bestbier v Nedbank Ltd* [2022] ZASCA 88; 2023 (4) SA 25 (SCA), on appeal 2024 (4) SA 331 (CC).

set out below, over an adjourned enquiry which may well end in the same place.

What goes with the figure

- [31] Two things go with it, and one does not. The first is that I refuse the order that the bidding be allowed to begin again without a reserve if the unit does not sell. That is a no reserve sale authorised in advance of the auction and before anything is known about why it failed. The rule already provides the answer. Where the reserve is not achieved the sheriff must report within five days. The court must then reconsider the factors and order how execution is to proceed, including whether the unit is to be sold to the person who made the highest bid.²⁴ That is a far better foundation for such an order than the present one, which is none.
- [32] The second is disclosure. A reserve set this far below value is defensible only if the auction is a real one, and it cannot be real if bidders do not know the size of the burden they take on. The applicant's draft conditions tell a purchaser that he will be liable for the municipal and body corporate amounts but not what they are. Under rule 46A(8)(a), I direct that the conditions state the amounts most recently furnished and the dates as at which they were furnished. I require the applicant to obtain those figures shortly before the sale and to give them to the sheriff and to the respondent. That binds nobody to the figures, and the conditions already record that such amounts are estimates.
- [33] What I do not do is make an order against the body corporate. Rule 46A(8)(b)(ii) would permit me to order it to furnish the levies due to it. But it has not been joined and has had no notice of these proceedings. An order directed at a stranger to them would need machinery for service, for a response and for enforcement, and that would delay a sale which is already overdue. The applicant must obtain the clearance figures in order to give

²⁴ Rule 46A(9)(c), (d) and (e), reproduced in *Armugam* above n 11 at paras 6-7 and applied in *Lekhethoa* above n 17 at paras 13-18. See also *Changing Tides 17 (Pty) Ltd N.O. v Kubheka* 2022 (5) SA 168 (GJ) at paras 34-40 and *SB Guarantee Co (RF) (Pty) Ltd v Hlongwane* 2025 (3) SA 640 (GP) at paras 24-32.

transfer at all. Requiring it to obtain them earlier, and to disclose them, achieves what is needed without binding anyone who is not before me.

- [34] Because the respondent has no lawyer, I set out shortly what this order does. The unit may not be sold for less than R 153 600 without a further order of court. If that price is not achieved the sheriff must report to the court, and no sale at a lower price may take place until the court has considered that report. She will be given the body corporate's and the municipality's figures before the sale. At any time before the unit is sold, she may bring the loan up to date in the manner the National Credit Act allows and keep her home. Because the debt is larger than the value of the unit, she will still owe the difference after any sale. That is why the price matters to her, and why I have not allowed the unit to be sold for nothing.

F. COSTS

- [35] The bond provides for costs on the attorney and client scale. The respondent was unrepresented and will lose her home, and a punitive scale increases a debt she cannot pay. But she admitted the debt and the breach. The applicant was entitled to enforce a substantial secured debt after a long default, and nothing in the conduct of the opposition would justify relieving her of a term of her own bargain. The hearing of 28 August stands differently. It was necessary because the applicant had not placed the levies before the court as rule 46A(5)(a) required, and the statement it obtained does not establish them either.²⁵ She should not pay for that.

G. ORDER

- [36] I make the following order:

1. The updated arrears and rates affidavit and the updated valuation affidavit are received.

²⁵ Compare *Armugam* above n 11 at paras 29-31, where the execution creditor's principal relief was a sale without reserve and each party was ordered to bear its own costs.

2. Judgment is granted in favour of the applicant against the respondent for payment of R 1 312 061.63.
3. Interest is payable on that amount at 11.35% per annum, compounded monthly in arrear, from 1 October 2025 to date of final payment, both days inclusive.
4. The following immovable property is declared specially executable:

A unit consisting of —

- (a) Section No. 37 as shown and more fully described on Sectional Plan No. SS229/1990 in the scheme known as C[...] G[], in respect of the land and building or buildings situated at Sunninghill Township, Local Authority: City of Johannesburg Metropolitan Municipality, of which section the floor area, according to the said sectional plan, is 76 (seventy-six) square metres in extent; and
 - (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan,

held under Deed of Transfer No. S[...] and subject to such conditions as are set out in the said deed, situated at Unit 3 [...], C[...] G[], 5[...] E[...] Crescent, S [...], Sandton, Gauteng.
5. The Registrar is authorised to issue a warrant of execution against the immovable property described in paragraph 4.
6. The application for an order authorising the sale of the immovable property without a reserve price is refused. So is the application for an order that the property may be offered again without a reserve price if the reserve price is not achieved.
7. The immovable property shall be sold in execution by the sheriff to the highest bidder, subject to a reserve price of R 153 600.
8. The applicant shall, not more than 30 days before the date set for the sale in execution, request in writing —
 - (a) from the body corporate of the C[...] G[] sectional title scheme, a statement of the amount it requires before it would certify in

terms of section 15B(3)(a)(i)(aa) of the Sectional Titles Act 95 of 1986; and

- (b) from the City of Johannesburg Metropolitan Municipality, a statement of the amount it requires for a certificate in terms of section 118(1) of the Local Government: Municipal Systems Act 32 of 2000,

and shall deliver copies of those statements, or a written account of any failure to furnish them, to the sheriff and to the respondent.

9. In terms of rule 46A(8)(a), the conditions of sale shall state, and shall bring to the attention of prospective bidders, the amounts referred to in paragraph 8 and the dates as at which they were furnished.
10. If the reserve price is not achieved at the sale in execution, the sheriff shall submit a report in terms of rule 46A(9)(d). The applicant may thereafter approach this Court, on these papers duly supplemented and on notice to the respondent, for such relief under rule 46A(9)(c) and (e) as may be appropriate. That includes a reconsideration of the reserve price, or confirmation of the highest bid or offer. Nothing in this order pre-determines the exercise of that discretion.
11. The respondent is advised that, subject to section 129(4) of the National Credit Act 34 of 2005, she may reinstate the credit agreement in terms of section 129(3) by paying the overdue amounts, the applicant's permitted default charges and reasonable enforcement costs. She may obtain the amount required from the applicant on request.
12. A copy of this order shall be served on the respondent by the sheriff, personally or by affixing it to the immovable property. Service shall be effected as soon as is practicable, and in any event before any sale in execution.

13. The respondent shall pay the applicant's costs on the scale as between attorney and client, save that each party shall bear its own costs of the hearing on 28 August 2026.

VETTER, AJ
ACTING JUDGE OF THE HIGH COURT
JOHANNESBURG

Appearances

For the Applicant:	Mr K M Boshomane
Instructed by:	Fairbridges Wertheim Becker Attorneys
For the Respondent:	In-person
Date of hearing:	24 and 28 August 2026

Date of judgment: 31 August 2026

This Judgment is handed down electronically by circulation to the parties' legal representatives by email and publication on CaseLines and SAFLII. The date for the handing down is deemed 31 August 2026.