REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

(1) REPORTABLE: No
(2) OF INTEREST TO OTHER JUDGES: Yes

15/2/2021
DATE

SIGNATURE

Case No.: 18957/2019

In the matter between:

RATHABENG PROPERTIES (PTY) LIMITED — Applicant

and

MOHLAOLI, SAMMY SEBEL — First Respondent

RAMOKONE, PULANE ALICE — Second Respondent

ALL OCCUPIERS OF UNIT 77 OF SS TERRA NOVA, NEEDWOOD EXT 7, SITUATED AT 378 FIRST ROAD, NEEDWOOD EXT 7 — Third Respondent

CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY — Fourth Respondent

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JUDGMENT

This judgment was handed down electronically by circulation to the parties' legal representatives by email and is deemed to be handed down upon such circulation.

Per Gilbert AJ:

1. The applicant seeks to evict the respondents from a residential property.

2. What is of particular concern is the interpretation and application of the restrictions on the execution of eviction orders in respect of places of residence under the presently applicable COVID-19 regulations issued in terms of section 27(2) of the Disaster Management Act, 2002, and as amended from time to time. This will be considered later in the judgment, as it is first necessary to determine whether the applicant is entitled to an eviction order.

3. The applicant is the owner of a residential property in a sectional title scheme, which it purchased at a sheriff's sale in execution after the previous mortgagee foreclosed on the property. The applicant seeks to evict the first respondent as the previous owner and mortgagor, who has refused to vacate the property.

4. Once the common cause facts are set out in chronological order, the defences to the eviction proceedings dissipate.

5. The previous mortgagee obtained judgment on 24 July 2017 against the first respondent pursuant to foreclosure proceedings. Although the court order

does not form part of the papers, it is not disputed that the court declared the property executable and did not set a reserve price.

6. The first respondent on 2 October 2017 launched rescission proceedings.

7. Uniform Rule 46A come into effect on 22 December 2017. Rule 46A(8)(e) provides that the court when considering an application to declare residential immovable property executable *"may… set a reserve price."*

8. On 12 September 2018 the Full Bench of this Division in *ABSA Bank Ltd v Mokebe and related cases* 2018 (6) SA 492 (GJ) considered Rule 46A and handed down judgment in which the court *inter alia* held that save in exceptional circumstances, a reserve price should be set by a court in all matters where execution is granted against immovable property which is the primary residence of a debtor, where the facts disclosed justify such an order.

9. The rescission proceedings were dismissed with costs on 31 July 2018.

10. The applicant purchased the property at the sheriff's sale in execution on 23 October 2018. As no reserve price had been set by the court when declaring the property executable, the property was sold without a reserve price.

11. On 6 May 2019 registration of transfer of the property was effected to the applicant.

12. On 10 May 2019, the applicant as the new owner furnished notice to the first respondent and other occupants of the property to vacate the property.

13. The respondents, who appear at that stage to have been the first respondent and the second respondent with their daughter, did not vacate the property. At some point thereafter the second respondent appears to have become estranged from the first respondent and vacated the property, leaving the first respondent with their fourteen year old daughter in occupation of the property.

14. After having been furnished with the notice to vacate the property, the first respondent on 27 May 2019 attended at the sheriff's office and was paid the balance of the sale proceeds of R20 424.01 resulting from the sale in execution that had taken place on 23 October 2018. Clearly the first respondent had learned of the sale in execution, and the property having been sold for in excess of what was outstanding to the previous mortgagee.

15. Four days later, on 31 May 2019 and after having collected the surplus sale proceeds, the first respondent launched a second rescission application, based upon what the applicant describes are substantially the same grounds. Those second rescission proceedings have not been pursued any further by the first respondent.

16. On 28 June 2019 the present eviction application was served upon the respondents.

17. On 4 July 2019 the court authorised the service of the section 4(2) notice in terms of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, 1998 ("PIE") The notice was served on the respondents on 22 July 2019. The first respondent has opposed these proceedings and so is aware of these proceedings.

18. Against these facts, the first respondent's defences can be considered.

19. The first respondent asserts that the sale in execution is to be set aside for two reasons. The first reason is that no reserve price had been set by the court, and that this vitiates the sale of the property to the applicant. The second reason is that rescission proceedings are presently underway and that those rescission proceedings must first be determined because if the judgment is set aside, then so too would the sale in execution and the transfer of the property.

20. The judgment pursuant to which the property was sold in execution was granted on 24 July 2017. Uniform Rule 46A in dealing with execution against residential immovable property including the setting of a reserve price by the court would only come into effect on 22 December 2017. The *Mokebe* decision would only be handed down some fourteen months later in September 2018. There is no indication in the *Mokebe* judgment that it was to have retrospective effect in relation to orders that had already been granted. Neither were any submissions made by the parties as to whether it should have retrospective effect.

21. In the circumstances, the court order of 27 July 2017 remains good. The property was sold pursuant to that court order. Although the conditions of sale did not stipulate for a reserve price, it was for the court, should it so decide, to set the reserve price and not for the sheriff. As there was no obligation upon the court to have set a reserve price when it granted the order, the sale cannot be challenged on this basis.

22. But should I be incorrect on this issue, the first respondent having attended upon the sheriff's premises after the sale in execution and accepting and retaining the surplus of the sale proceeds cannot now challenge that sale. The first respondent has not proffered any explanation for accepting and retaining the sale proceeds whilst still seeking to challenge the sale the fruits of which he has retained.

23. The applicant, correctly so in my view, argues that the first respondent has perempted any challenge to the sale.

24. Similarly, in relation to the first respondent's second defence, namely that the judgment may be set aside in the rescission proceedings. The applicant pointed out that the first respondent failed to disclose to the court that he had already instituted and failed in earlier rescission proceedings. The first respondent has also taken no steps to further prosecute the second rescission proceedings. By all accounts the first respondent has abandoned those rescission proceedings, and nothing was submitted by the first respondent's counsel to persuade the court otherwise. The first respondent's counsel, justifiably, was unable to submit with any conviction

that such rescission proceedings constituted a legitimate basis for refusing an eviction order. It may be, as contended for by the applicant, that the court has already in dismissing the first rescission application decided upon the grounds relied upon by the first respondent in his second rescission application and that therefore the issue is *res judicata*. The first respondent also would face significant difficulties in demonstrating that he was *bona fide* in launching the second rescission application[1] and therefore that the judgment should be rescinded in circumstances where he had already accepted the benefits from the sale in execution that took place consequent upon the judgment.

25. But even should the first respondent succeed in rescinding the judgment, that in and of itself would not vitiate the sale as the underlying sale agreement which was concluded at the sale in execution would not be vitiated, it being the real agreement pursuant to which ownership was transferred to the applicant. The rescission of the judgment would not affect the sale in execution itself, which would remain valid. It is only where the sale in execution itself was a nullity that the sale would be vitiated.[2]

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[1] An applicant for rescission must not only show that he or she is not in wilful default and has a bona fide defence which *prima facie* carries some prospects of success, but also that he or she is *bona fide* in launching the application: *Standard Bank of South Africa Limited v El-Naddaf and Another* 1999 (4) SA 779 (W) at 784D to 785H.

[2] *Knox NO v Mofokeng and others* 2013 (4) SA 46 (GSJ) para 18.

26. To the extent that the first respondent asserts that the sale itself was vitiated because no reserve price was set, this defence has already been traversed and rejected.

27. In the circumstances, the first respondent has advanced no valid defence to the eviction.

28. The first respondent also did not take the court into his confidence in relation to his personal circumstances to enable the court to come to his assistance as to whether it would not otherwise be just and equitable to evict him and his daughter from the property. The first respondent has occupied the property for a lengthy period since he ceased being the owner on 6 May 2019. The first respondent appears content to remain on the property without making any attempt to find alternative accommodation or to compensate the applicant as the owner, including in respect of ongoing municipal rates and other charges.

29. Very limited averments are made by the first respondent in his answering affidavit that are relevant to his personal circumstances and therefore whether it is just and equitable to evict him and his daughter from the property and for purposes of setting a date upon which the eviction order is to be carried into effect.

30. The first respondent avers that "*[t]his property is my primary place of residence with my family and my minor daughter of 12 years of age. We have no other place to stay, we simply do not have an alternative and furthermore my aforementioned child is attending school in the vicinity*".

31. To similar effect the first respondent later in his affidavit avers that "*I submit that on a scale, the prejudice I will suffer outweighs that of the Defendant in that I am staying on the property with my family as our primary place of residence and the Applicant wants possession for the purposes of investment and/or rental income*".

32. These statements are so terse and devoid of supporting detail or evidence, they do little to assist the first respondent in demonstrating that it would not be just and equitable to grant an eviction order in favour of the applicant who had now been kept out of the benefit of its property for some twenty months and where the first respondent has not paid anything to the applicant during that period, such as for municipal rates and other charges.

33. Taking into account all the relevant circumstances, I am satisfied that it is just and equitable to grant an eviction order.[3]

34. Ordinarily, and having considered all the relevant factors, I would have determined a just and equitable date upon which the first respondent and his daughter are to vacate the property as being two weeks after the order, and a further two weeks before the eviction order may be carried out.[4]

35. But the position is complicated by the onset of the worldwide COVID-19 pandemic. Various restrictions have been imposed upon residential evictions in terms of the Regulations. My registrar a few days before the

[3] Section 4(7) of PIE; *City of Johannesburg v Changing Tides 74 (Pty) Ltd* 2012 (6) SA 294 (SCA), para 12.
[4] Sections 4(8) and 4(9) of PIE.

hearing issued a directive to the parties to consider, and to the extent so advised, to make submissions on the effect of regulation 37 of the Regulations for Adjusted Level 3, which came into effect on 11 January 2021 and which provides for a suspension or stay of an order for eviction.[5]

36. Neither of the parties' counsel submitted any written submission and they only made cursory oral submissions when the matter was first called before me on 28 January 2021. I remain concerned that the parties had not yet adequately considered the effect of the Regulations, particularly as the papers that had been filed to date in the court file, which included the notice of motion in the eviction application and the various draft orders did not show any appreciable cognisance of the reality of the COVID-19 pandemic which has gripped the nation since at March 2020. I accordingly stood down the matter until the next day for the parties to more closely consider these issues. I also invited the first respondent, who is legally assisted by both an attorney and counsel, to consider filing a further affidavit dealing in particular with the first respondent's and his daughter's personal circumstances so as to assist the court in deciding whether, if an eviction order was granted, it should be stayed or suspended as envisaged in the Regulations.

37. The first respondent did deliver overnight with what is a surprisingly terse affidavit, considering that he is legally represented. That affidavit said no more than:

[5] R 11 of GG 44066, 11 January 2021.

> "*I have no income since I lost my job in 2014. As my bank statement denotes, I have since used money to fight for my primary residence that I [illegible] in a court case. I have nowhere else to stay with my 14 year old daughter.*"

38. Attached to the affidavit are bank statements for approximately three months which, although demonstrating that the first respondent has very little money in that bank account, raises many questions. For example, there clearly is a source of income which regularly results in transfers into the bank account. These are unexplained.

39. When the matter resumed on 29 January 2021, the respective counsel made oral submissions as to an appropriate suspension of the order should an eviction order be granted. Neither counsel sought to make any written submissions or upload any draft orders. Neither counsel advanced any submissions which addressed the Regulations directly and such submissions as were made were made divorced from any close reference to the Regulations themselves.

40. The applicant's counsel submitted that an appropriate suspension should be for a period of two to three months after the order as that would bring certainty. The first respondent's counsel submitted that an appropriate order of suspension would be until the relevant Regulations dealing with eviction were lifted. Precisely what this entailed is unclear.

41. It is difficult not to reasonably draw the inference that the first respondent is deliberately avoiding taking the court into his confidence, especially as

he is legally represented and he was given the opportunity by the court to elaborate upon his personal circumstances. It may be, as the applicant's counsel submitted, that this is deliberate further stratagem by the first respondent to remain in unlawful occupation of the property. Nonetheless the difficulty that presents itself to the court, and as submitted by the first respondent's counsel, is that whatever one wishes to make of the first respondent's *bona fides*, there is more at stake than the eviction of the first respondent but also the interests of his daughter and the wider community should the first respondent and his daughter be put out on the street with potentially nowhere to go during the COVID-19 pandemic. There was considerable force in this argument, particularly bearing in mind that under the present Regulations for Adjusted Level 3 a curfew is in place which requires persons to return to their residence by a specific time, otherwise risk being arrested.[6]

42. Some assistance can be gleaned from a comparison of the Regulations in relation to each alert level provided for in the Regulations that were published on 29 April 2020[7] and which have been amended from time to time, the most recent amendment in relation to the hearing date being on 11 January 2021 which substituted Chapter 4 to provide for an "*Adjusted Alert Level 3*".[8]

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[6] Regulation 33.
[7] GNR 480 of GG43258, 29 April 2020.
[8] GNR 11 of GG 44066, 11 January 2021.

43. Chapter 3 of the Regulations provides for Alert Level 4 and in regulation 19 provides for a *'prohibition on evictions'* as follows:

> "*A competent court may grant an order for the eviction of any person from land or a home in terms of the provisions of the Extension of Security of Tenure Act, 62 of 1997 and the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, 19 of 1998: Provided that any order of eviction shall be stayed and suspended until the last day [sic] Alert Level 4, unless a court decides that it is not just and equitable to stay and suspend the order until the last day of the Alert Level 4 period.*" (my emphasis)

44. This prohibition is clear enough in providing that such order of eviction as may be granted by a court shall be stayed and suspended until the end of Alert Level 4, unless the court decides that it is not just and equitable to so stay and suspend the order. The stay and suspension is linked to the end of Alert Level 4.[9] The severity of COVID-19 was sufficient that the Minister of Cooperative Governance and Traditional Affairs, in consultation with the relevant Cabinet members, promulgated a stay and suspension of an eviction order as the default position i.e. unless the court ordered otherwise.

45. Chapter 4 of the Regulations, which introduced Alert Level 3 with effect from 1 June 2020[10] provides in regulation 36 as follows:

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[9] See *Anchorprops 31 (Pty) Ltd v Levin* [2020] ZAGPJHC 183 (28 May 2020), para 40 as an example of the application of regulation 19.

[10] Chapter 4 added by GN608 of GG43364, 28 May 2020.

"*(1) Subject to subregulation 2, a person may not be evicted from his or her land or home during the period of Alert Level 3 period [sic].*

(2) A competent court may grant an order for the eviction of a person from his or her land or home in terms of the provisions of the Extension of Security of Tenure Act, 1997 (Act 62 of 1997) and the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, 1998 (Act 19 of 1998): Provided that an order of eviction may be stayed and suspended until the last day of Alert Level 3 period, unless a court decides that it is not just and equitable to stay and suspend the order until the last day of the Alert Level 3 period."

46. Although not clear, it appears that the default position under Alert Level 3 was that the person may not be evicted from his home during the period of Alert Level 3, unless the court decides that it is not just and equitable to so stay and suspend the order.[11] This prohibition under Alert Level 3 is not the present prohibition as the regulations relating to Alert Level 3 would be subsequently amended on 11 January 2021, to provide for an "Adjusted Level 3".

47. The introduction of Chapter 5 into the regulations providing for Alert Level 2,[12] provides for more extensive regulations. The relevant

[11] *Delta 200 Properties (Pty) Ltd v D and others* [2020] ZALCC 24 (12 August 2020), para 109.
[12] GNR 891 of 17 August 2020, with effect from 18 August 2020.

regulation, Regulation 53, is no longer headed *"Prohibition on evictions"* but rather *"Eviction and demolition of places of residence"* and reads:

"53. Eviction and demolition of places of residence.— (1) A person may not be evicted from his or her land or home or have his or her place of residence demolished for the duration of the national state of disaster unless a competent court has granted an order authorising the eviction or demolition.

(2) A competent court may suspend or stay any order for eviction or demolition contemplated in subregulation (1) until after the lapse or termination of the national state of disaster unless the court is of the opinion that it is not just or equitable to suspend or stay the order having regard, in addition to any other relevant consideration, to—

(a) the need, in the public interest for all persons to have access to a place of residence and basic services to protect their health and the health of others and to avoid unnecessary movement and gathering with other persons;

(b) any restrictions on movement or other relevant restrictions in place at the relevant time in terms of these regulations;

(c) the impact of the disaster on the parties;

(d) the prejudice to any party of a delay in executing the order and whether such prejudice outweighs the prejudice of the person who will be subject to the order;

(e) whether any affected person has been prejudiced in his or her ability to access legal services as a result of the disaster;

(f) whether affected persons will have immediate access to an alternative place of residence and basic services;

(g) whether adequate measures are in place to protect the health of any person in the process of a relocation;

(h) whether any occupier is causing harm to others or there is a threat to life; and

(i) whether the party applying for such an order has taken reasonable steps in good faith, to make alternative arrangements with all affected persons, including, but not limited to, payment arrangements that would preclude the need for any relocation during the national state of disaster.

(3) A court hearing any application to authorise an eviction or demolition may, where appropriate and in addition to any other report that is required by law, request a report from the responsible member of the executive regarding the availability of any emergency accommodation or quarantine or isolation facilities pursuant to these Regulations."

48. Chapter 6 was inserted into the Regulations regulating Alert Level 1 with effect from 21 September 2020.[13] Regulation 70 is identically worded in regulation 53.

[13] GN 999 of GG43725, 18 September 2020.

49. And, as appears above, with effect from 11 February 2021, an Adjusted Level 3 was introduced.[14] Amended regulation 37 too is the same as Regulations 53 and 70.

50. Therefore, the restrictions on eviction that are in place under Levels 1, 2 and Adjusted Level 3 are the same.

51. What is common to the relevant regulations under each alert level is that the stay or suspension is linked to the end of a particular period, be it a particular alert level or the end of the state of disaster. I therefore intend linking the stay or suspension to the end of a particular period.

52. It is not easy to interpret the restrictions on eviction for Levels 1, 2 and the now prevailing Adjusted Level 3. Sub-regulation (1) appears tautologous as no one can be evicted from their residence without a court order in any event, and regardless of whether there is a national state of disaster.

53. Sub-regulation (2) would be straight-forward if it read " *A competent court must suspend or stay any order for eviction or demolition contemplated in subregulation (1) until after the lapse or termination of the national state of disaster unless the court is of the opinion that it is not just or equitable to suspend or stay the order having regard, in addition to any other relevant consideration, to…".* But subregulation (2) does not state a competent court 'must' suspend or stay the order but rather that it "may" suspend or stay the order. The use of the permissive "may" does not sit

[14] GN 11 of GG44066, 11 January 2021.

comfortably with the court in any event have the discretion to suspend or stay the order.

54. Nonetheless, whatever the discomfort with the wording of sub-regulation (2`), the power whether to suspend or stay the eviction order is discretionary.[15]

55. Girdwood AJ in *Stuart N.O. v Van Dyk*[16], whilst stating that the court is not obliged to suspend or stay the order, continues that if the court does so decide to suspend or stay the order, it is for the duration of the national state of disaster. The court continues that *'[w]hen the national state of disaster is likely to be terminated is anyone's guess'.* This appears to have weighed upon the court in finding on the circumstances in that matter that it would not be just and equitable to so suspend the order for such a long and indeterminate period.[17]

56. It is not desirable, in my view, to strait-jacket the court's discretion into making one of two choices: either suspend or stay the eviction order for the duration of the national state of disaster, or not grant a stay or suspension at all. Common sense should compel the conclusion that the restrictions provided for in Levels 1 and 2 should less onerous than those for Level 3 and 4 where the risks posed by the COVID-19 pandemic are less than they would be under Level 3. It is therefore peculiar that the Regulations for Level 4 link and for Level 3, before adjusted, linked the

[15] *Stuart N.O. v Van Dyk and another* 2020] ZAGPPHC 570 (22 September 2020), at para 59, applying regulation 53 for Alert Level 2 and then regulation 70 for Alert Level 1.
[16] Above, at para 59.
[17] At para 70.

stay and suspension until the last day of the relevant level, whereas the Regulations for Levels 1, 2 and Adjusted Level 3 link the stay and suspension until after the lapse or termination of the national state of disaster. The latter periods are longer and therefore more restrictive than the former periods.

57. Following the logic that the restrictions in Alert Levels 1, 2 and Adjusted Level 3 should be less than those for Alert Level 4, the restrictions for Adjusted Level 3, which is the present alert level, should be less onerous towards a successful applicant for eviction than those for Alert Level 4.. But that is not what regulation 37, as currently worded, provides.

58. I find the solution to be that whilst the court can pay homage to the wording of regulation 37 and decline to then suspend or stay the order under regulation 37 as it is not just and equitable to do so for the duration of the national state of disaster, effect can nevertheless be given to a suspension or stay for a lesser period in applying its discretion after considering all the relevant circumstances in stipulating a just and equitable date by which the unlawful occupant must vacate the property in terms of section 4(8) of PIE, or even through the use of a condition under section 4(12) of PIE.[18] There is room under sections 4(8) and 4(12) of PIE for the court to consider, and indeed the court is obliged, to consider the factors listed in regulation 37(2) as part of all the relevant factors that the court must take

[18] The court in *Delta 200* above in para 109 expressly referred to the comparative section 12(5) in the Extension of Security of Tenure Act, 1997 as a means to grant an appropriate order in the context of Regulation 36 as it applied to Alert Level 3, before it was adjusted.

into account.[19] The enabling mechanism then for the court to stipulate for a stay or suspension for a lesser period that the duration of the national state of disaster is not regulation 37, but rather sections 4(8) and 4(12) of PIE.

59. Of course, the dominating enquiry is a consideration of all the relevant circumstances, which can and should include those listed in subregulation 2 so as to address the challenges posed by COVID-19. But, as described above, neither of the parties have placed much evidence before the court to assist me in assessing all the relevant circumstances. The first respondent should have been far more forthcoming with his personal circumstances, supported by factual detail, and not have contented himself with simply asserted that he has no income and has nowhere else to stay. Both parties could have been more forthcoming in relation to the other factors listed in regulation 37(2).

60. I am of the view that I am permitted to take judicial notice that the 'second wave' of the pandemic has passed and that there has been a significant decline in new infections since January 2021. Nonetheless there is mention of a risk of a 'third wave'.

61. Based upon such relevant factors as are available in this matter, sparse as they may be, I am of the opinion that it would be just and equitable to stay or suspend the eviction order until after the end of Adjusted Level 3 (or the end of Level 4 or 5 should such an alert level immediately follow on

[19] *Esau and others v Minister of Co-Operative Governance and Traditional Affairs and others* [2020] ZAWCHC 56 (26 June 2020), para 211, in the context of regulation 19, in relation to Alert Level 4.

from Adjusted Level 3). This means that the first respondent and other occupants of the property will have two weeks after the end of Adjusted Level 3 (or the end of Level 4 or 5 should such an alert level immediately follow on from Adjusted Level 3) to vacate the property, failing which the eviction order may be carried out a further two weeks thereafter. This effectively affords the first respondent and other occupants a month to vacate the property once the present Adjusted Level 3 ends (or Level 4 or 5 ends should such an alert level immediately follow on from the present Adjusted Level 3).

62. I also intend making the stay of the eviction order a condition as envisaged in terms of section 4(12) of PIE, and so enabling either of the parties to approach the court in terms of that subsection, on good cause shown, for a variation of the eviction order. This allows for the exigencies that may arise, such as a resurgence in the spread of the COVID-19 virus. The regulations themselves are in a state of flux and therefore too an order of suspension cannot be so cast in stone that it cannot be revisited should it be necessary to do so if a change in circumstances so requires.

63. During the course of argument, it transpired that it was only the first respondent who was effectively opposing the proceedings as the second respondent had since vacated the property.

64. In the circumstances, the applicant sought that costs only be paid by the first respondent, although *ex abundanta cautela* the eviction order will also be directed against the second respondent.

65. The applicant also sought that costs be paid on an attorney and client scale. In the exercise of my discretion, costs against the first respondent on the ordinary scale is sufficient.

66. The following order is made:

66.1. The first and second respondents, and all those claiming occupation through, by or under them are evicted from Unit 77 of SS Terra Nova, Needwood Ext 7 situated at 375 First Road, Needwood Ext 7 [“the property”].

66.2. On condition, as envisaged in section 4(12) of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, 1998, that the present Adjusted Level 3 under the Regulations issued in terms of section 27(2) of the Disaster Management Act, 2002 (“the Regulations”) has ended (or the relevant period under Alert Level 4 and/or 5 under the Regulations has ended if such alert level/s immediately follows the present Adjusted Level 3), the first and second respondents, and all those that occupy through, by or under them are ordered to vacate the property within fourteen days on the condition being fulfilled.

66.3. The sheriff and/or deputy sheriff, assisted by such persons as he or she requires including the South African Police Services, are authorised and directed to give effect to paragraphs 66.1 and 66.2 above, including removing from the property the respondents and any other occupants and/or their belongings, no earlier than

fourteen days after the period specified in paragraph 66.2 above in the event the property is not vacated within the period specified in paragraph 66.2 above.

66.4. The first respondent is to pay the costs of the application.

Gilbert AJ

Date of hearing:	28 and 29 January 2021
Date of judgment:	15 February 2021
Counsel for the Applicant:	Mr C Shongwe
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