

REPORT NO. 24

OF 2025/26

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**INVESTIGATION INTO ALLEGATIONS OF UNDUE DELAY BY THE
FUNCTIONARIES OF EMFULENI LOCAL MUNICIPALITY IN RESOLVING AN
INCORRECT WATER BILLING ACCOUNT AND IN RESTORING
ELECTRICITY SUPPLY SINCE JANUARY 2025**



EMFULENI

LOCAL MUNICIPALITY

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LIST OF ACRONYMS AND ABBREVIATIONS

ACRONYM/ABBREVIATION	DESCRIPTION
ADR	Alternative Dispute Resolution
Batho Pele Principles	The White Paper on Transforming Public Service Delivery, 1997
Constitution	Constitution of the Republic of South Africa, 1996
IGR	Intergovernmental Relations
Municipality	Emfuleni Local Municipality
Public Protector Act	Public Protector Act, 1994, as amended
Public Protector Rules	Rules Relating to Investigations by the Public Protector and Matters Incidental thereto, 2018, as amended
VAT	Value Added Tax

1. INTRODUCTION

- 1.1 This is a report of the Public Protector issued in terms of section 8(1) of the Public Protector Act, 1994 (Public Protector Act), which provides that *“The Public Protector may, subject to the provisions of subsection (3), in the manner he or she deems fit, make known to any person any finding, point of view or recommendation, in respect of a matter investigated by the Public Protector”*.
- 1.2 The report relates to an investigation of undue delay by the functionaries of Emfuleni Local Municipality (the Municipality) in resolving an incorrect water billing account and in restoring the electricity supply since January 2025.
- 1.3 The report is submitted in terms of section 8(1) read with section 8(3) of the Public Protector Act, which empowers the Public Protector to make known the findings of an investigation to affected parties for such persons to note the outcome of the investigation and to implement the recommendations, where applicable, to:
- 1.3.1 Mr April Ntuli, Municipal Manager: Emfuleni Local Municipality; and
- 1.3.2 Ms Patricia Mponeng Makobe, the Complainant.
- 1.4 The Public Protector’s mandate is derived from section 182(1) of the Constitution of the Republic of South Africa, 1996 (the Constitution) and the Public Protector Act, to promote accountability, transparency, and fairness in the public sector. The Public Protector continuously reviews and monitors the information gathered from complaints lodged with the office, with the view to identify the underlying root cause of the problems, complaints, or undesired events within relevant public bodies or authorities.

- 1.5 The aim is to formulate and establish corrective actions to at least mitigate, if not eliminate, those root causes and to produce significant long-term improvements in public administration.
- 1.6 The point of departure is that any complaint might be a symptom of an underlying organisation failure, *inter alia* in areas such as systems, procedures and human error, by addressing the underlying deficiencies in the systems that are the causes of complaints, the Public Protector aims to reduce the number of individual complaints, in turn, working collaboratively with stakeholders to get the problems resolved and to provide constructive feedback that will enable it to address the root causes of complaints and prevent recurrence.

2. THE COMPLAINT

- 2.1. The complaint was lodged by Ms Patricia Mponeng Makobe (the Complainant) through a complaint form, dated 13 February 2025. In the main, the Complainant alleged, *inter alia*, that:
 - 2.1.1. She raised the issue of an incorrect water billing account over many years with the Municipality, however, its functionaries have not resolved it. She previously reported the matter to the Municipality that she has a borehole and was not connected to the Municipal water meter. Despite this, the Municipality continued to overcharge her and issue incorrect statements;
 - 2.1.2. The Municipality informed her that she owes an amount of four hundred and sixty-five thousand six hundred and sixty-eight rand and ninety-two cents (R 465,668.92);
 - 2.1.3. Mr Teboho Morobi (Mr Morobi), an official of the Municipality, made arrangements for her to pay five thousand two hundred and ninety-three rand (R5 293.00) per month, until the water dispute was resolved.

- 2.1.4. She lodged a dispute on 07 June 2023, and was provided with reference number: 441765, however, on 16 January 2025, the Municipality disconnected her electricity supply. Her issue remains unresolved.

3. POWERS AND JURISDICTION OF THE PUBLIC PROTECTOR

- 3.1 The Public Protector is an independent constitutional body established under section 181(1)(a) of the Constitution of the Republic of South Africa, 1996, to strengthen constitutional democracy through investigating and redressing improper conduct in state affairs.

- 3.2. Section 182(1) of the Constitution provides that:

“The Public Protector has the power as regulated by national legislation –

- (a) to investigate any conduct in state affairs, or in the public administration in any sphere of government, that is alleged or suspected to be improper or to result in any impropriety or prejudice;*
- (b) to report on that conduct; and*
- (c) take appropriate remedial action”.*

- 3.3 Section 182(2) of the Constitution directs that the Public Protector has additional powers and functions prescribed by legislation.

- 3.4 Emfuleni Local Municipality is an organ of state in terms of section 239 of the Constitution, and their conduct amounts to conduct in state affairs. As a result, the complaint falls within the ambit of the Public Protector’s mandate. The Public Protector has the powers and jurisdiction to investigate this matter, and its mandate was not disputed by the Municipality.

4. ISSUE IDENTIFIED FOR INVESTIGATION

4.1 Based on the analysis of the complaint, the following issue was identified to inform and focus the investigation:

4.1.1 Whether the functionaries of the Emfuleni Local Municipality unduly delayed resolving an incorrect billing for water on Ms Patricia Mponeng Makobe account and restoring the electricity supply to the Complainant's property since January 2025. If so, whether such conduct is improper as envisaged in section 182(1)(a) of the Constitution and amounts to undue delay in terms of section 6(4)(a)(ii) of the Public Protector Act, 1994.

5. INVESTIGATION

5.1 Investigation Process

5.1.1 The investigation into the complaint was conducted in accordance with section 182(1) of the Constitution and sections 6 and 7 of the Public Protector Act. The Public Protector Act confers on the Public Protector the sole discretion to determine the format and procedure to be followed in conducting any investigation.

5.1.2 The investigation process included correspondence exchanged with the Complainant and the Municipality. Documents obtained during the course of the investigation were analysed and evaluated. The process also included consideration and application of the relevant law and prescripts.

5.2 Approach to the investigation

5.2.1 The investigation was approached using an enquiry process that seeks to determine:

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- 5.2.1.1 What happened?
 - 5.2.1.2 What should have happened?
 - 5.2.1.3 Is there a discrepancy between what happened and what should have happened, and does that deviation amount to maladministration?
 - 5.2.1.4 The question regarding what happened is resolved through a factual enquiry relying on the evidence provided by the parties and independently sourced during the investigation. In this particular case, the factual enquiry principally focused on whether the functionaries of the Municipality unduly delayed resolving an issue of incorrect water billing and restoring the electricity supply since January 2025.

5.3 Key Sources of Information

5.3.1 Correspondence and documents

- 5.3.2 Email from the Complainant to the Public Protector, attaching the complaint form, dated 13 February 2025;
- 5.3.3 Application letter to the Municipality requesting approval for a borehole, dated 05 July 2022;
- 5.3.4 Dispute letter submitted by the Complainant to the Municipality, dated 07 June 2023;
- 5.3.5 Letter dated 31 July 2024, from Ntiyiso Consulting Group, an external service provider appointed by the Municipality: Revenue Management, requesting the Complainant to pay R465,668.92 as settlement of her municipal bill;

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- 5.3.6 Final Demand Notice letter from the Municipality to the Complainant, dated 20 November 2024;
 - 5.3.7 Metsi-a-Lekoa report confirming that the Complainant uses borehole water at her property, dated 27 January 2025;
 - 5.3.8 Notice of investigation in terms of Rule 23(1) from the Public Protector to Municipal Manager, Mr Ntuli, dated 18 February 2025 requiring a response by 03 April 2025;
 - 5.3.9 Email from the Complainant to the Public Protector, dated 05 May 2025 informing the Investigation Team that the Municipality has reconnected the electricity supply to her property but the incorrect billing remains unresolved;
 - 5.3.10 Notice of an Alternative Dispute Resolution (ADR) from the Public Protector to the Municipality, dated 20 May 2025;
 - 5.3.11 Report by Rainmakers CC dated 15 July 2025, submitted by the Complainant to the Public Protector, confirming that the Complainant has been using borehole water;
 - 5.3.12 Municipal statement account from the Municipality to the Complainant, dated 25 July 2025;
 - 5.3.13 Statement of account submitted by the Complainant to the Public Protector indicating a fifty percent write-off, signed on 20 October 2025;
 - 5.3.14 Adjusted statement of account received from the Complainant, dated 28 October 2025; and
 - 5.3.15 A signed Settlement Agreement, dated 19 November 2025;

Meeting held

- 5.3.16 An ADR meeting held by the Public Protector with the Municipality and the Complainant on 28 July 2025;
- 5.3.17 A follow-up ADR meeting organised by the Municipality in conjunction with the Public Protector and the Complainant, on 26 September 2025.

Settlement Agreement

- 5.3.18 Settlement agreement signed by the Municipality and Complainant, facilitated by the Public Protector, on 18 November 2025.

5.4 Legislation

- 5.4.1 Constitution of the Republic of South Africa, 1996;
- 5.4.2 Municipal Systems Act, 2000; and
- 5.4.3 Public Protector Act, 1994.

Other prescripts

- 5.4.4 Emfuleni Local Municipality Water Services By-Laws dated 21 May 2004
- 5.4.5 Emfuleni Local Municipality Credit Control and Debt Collection By-laws Final (2025/2026)

5.5 Case Law

- 5.5.1 *Ackerman v City of Johannesburg and Others (2022/9392) [2024] ZAGPJHC 1665 (5 April 2024)*
- 5.5.2 *K2012190864 (Pty) Limited v City of Johannesburg Metropolitan Municipality (8538/2022) [2023] ZAGPJHC 1178 (26 September 2023)*

6. DETERMINATION OF ISSUES IN RELATION TO THE EVIDENCE OBTAINED AND CONCLUSIONS MADE WITH REGARD TO THE APPLICABLE LAWS AND PRESCRIPTS

- 6.1 **Whether the functionaries of the Emfuleni Local Municipality unduly delayed resolving incorrect billing for water on Ms Patricia Mponeng Makobe account and restoring the electricity supply to the Complainant's property since January 2025. If so, whether such conduct is improper as envisaged in section 182(1)(a) of the Constitution and amounts to undue delay in terms of section 6(4)(a)(ii) of the Public Protector Act, 1994**

Common cause

- 6.1.1 The Complainant is a resident and registered owner of a property within the area of jurisdiction of the Emfuleni Local Municipality, Three Rivers East, Vereeniging. She receives municipal services from the Municipality, for which she is billed monthly.
- 6.1.2 The Complainant has had a borehole on her property since 1997, which is not connected to the municipal water supply.

Issue in dispute

- 6.1.3 The issue in dispute is whether the functionaries of the Municipality acted appropriately and expeditiously upon receipt of the complaint regarding the incorrect billing for water on the Complainant's municipal account.

Complainant's version

- 6.1.4 The Complainant contends that the Municipality unduly delayed resolving incorrect billing on her water account and also failed to address the matter despite repeated engagements. As a result of the disputed billing, the Municipality disconnected the electricity supply to the Complainant's property. She informed the Municipality that she had a borehole, and it was not connected to the municipal water supply, however, the Municipality continued to overcharge and bill her incorrectly.
- 6.1.5 The Complainant further argues that she has a borehole on her property and it is not connected to the municipal water supply, yet the Municipality continued to overcharge her. The Municipality claims she owes R465,668.92 and arranged a monthly payment of R5,293 pending resolution of the dispute. She lodged a formal dispute on 7 June 2023 (reference number 441765), but the issue remains unresolved.

Correspondence from the Complainant

- 6.1.6 On 05 May 2025, the Complainant informed the Investigation Team via email correspondence that the Municipality had reconnected the electricity supply to her property, however, the issue of incorrect water billing remains unresolved.

Inspection conducted by the Investigation Team

- 6.1.7 On 24 July 2025, the Investigation Team conducted an inspection at the Complainant's property. During the visit, it was observed that the Complainant has both a borehole and a swimming pool. The Complainant provided the following information:
- 6.1.7.1 The borehole is not connected to the municipal water supply, and the swimming pool has not been used since 2007;
 - 6.1.7.2 The borehole was installed in 1997, and her water meter is not a prepaid meter;
 - 6.1.7.3 She was surprised at receiving a high-water bill despite having a borehole on her property;
 - 6.1.7.4 On 05 July 2022, she resubmitted an application for approval for her borehole to the office of the Chief Director of the Municipality, as her initial approval application could not be found. However, the Municipality did not process or approve the application;
 - 6.1.7.5 She visited the Municipality on several occasions to enquire about the water billing issue and lodged a dispute, but the Municipality failed to assist her;
 - 6.1.7.6 She received a letter dated 31 July 2024 from Ntiyiso Consulting Group, an external service provider appointed by the Municipality: Revenue Management, requesting that she pay an amount of R465,668.92 into the Municipality's account to settle her municipal bill;
 - 6.1.7.7 She submitted a report dated 27 January 2025, from Metsi-a-Lekoa confirming that she uses borehole water at her property, however, to date, the Municipality has failed to correct the inaccurate water billing;

- 6.1.7.8 She further submitted a report dated 15 July 2025 from Rainmakers CC, a private borehole company, confirming that she has been using borehole water for many years. The report also verified that she has a fully installed system supplying borehole water to her property and does not need to use municipal water; and
- 6.1.7.9 The Municipality also failed to inspect her property to verify that her borehole is not connected to the municipal water supply.
- 6.1.8 Below are the pictures taken by the Investigation Team during the site inspection at the Complainant's property, on 24 July 2025.



Photographic images showing the borehole at the Complainant's property



Photographic images showing the swimming pool and the meter box at the Complainant's property

7 MEDIATION AND CONCILIATION

- 7.1. The Public Protector Act confers on the Public Protector the sole discretion to determine how to resolve a dispute of alleged improper conduct or maladministration, section 6(4)(b)(i) of the Public Protector Act, empowers the Public Protector to resolve a matter or remedy an act or omission through ADR measures such as conciliation, mediation, and negotiation.
- 7.2. Section 6(4)(b)(i) of the Public Protector Act provides that the Public Protector shall be competent to endeavour, in his or her sole discretion, to resolve any dispute or rectify any act or omission by mediation, conciliation, or negotiation.
- 7.3. A notice in terms of section 6(4)(b)(i) of the Public Protector Act, 1994, dated 20 May 2025, was issued to Mr Ntuli. The objective of the ADR was to achieve an equitable, lawful, and expeditious resolution that would alleviate the ongoing hardship suffered by the Complainant while balancing the Municipality`s operational considerations.
- 7.4. The ADR session, attended by the Complainant and the following functionaries of the Municipality was held on 28 July 2025 and continued on 26 September 2025:
- (a) Thabiso Seribeso, Accountant for the Municipality;
 - (b) Mr Mzwandile Ncala, Acting Manager: Intergovernmental Relations (IGR);
 - (c) Mr George Zwane, Manager, IGR;
 - (d) Ms Kutlwano Motshegoa, Support Staff, IGR;
 - (e) Teboho Morobi, Acting Assistant Manager, Revenue;
 - (f) Helena De Jesus, Communications; and
 - (g) Chuchi Radebe, Communications.

- 7.5. During the ADR session, the Municipality's Revenue Department shared a PowerPoint presentation on the Complainant's historical debt, in which it was identified that the accumulation of debt on the account was due to prolonged periods of non-payment and recurring short payments.
- 7.6. The PowerPoint presentation further indicated that the Municipality conducted the necessary recalculations of the Complainant's water and electricity consumption. As a result, the outstanding amount was reduced from R465 668.92 to R199 000.00.
- 7.7. The Municipality clarified that the remaining balance of R199 000.00 was largely attributed to the non-payment. This amount primarily arose from the failure to pay for basic municipal services, including basic sewer, electricity, refuse removal, domestic charges, and assessment rates.
- 7.8. The Municipality further advised the Complainant to make regular and timely payments on the account levies. Alternatively, the Complainant was encouraged to apply for municipal debt rehabilitation, the indigent support program, and/or the pensioner's rebate program to help ease the financial burden as a pensioner.
- 7.9. The Parties reached an agreement to resolve the dispute and/or rectify any act or omission in terms of section 6(4)(b)(i) of the Public Protector Act, on the following terms:
 - 7.9.1. **Emfuleni Local Municipality agreed to the following:**
 - 7.9.1.1. The Municipality committed to reviewing the account and carried out the necessary recalculations of the Complainant's water and electricity consumption, resulting in a reduction of the outstanding amount from R465 668.92 to R199 000.00;

- 7.9.1.2. The functionaries of the Municipality advised the Complainant to apply for municipal Debt Rehabilitation, the Indigent Support Programme, and/or the Pensioner Rebate Programme, to help alleviate the financial burden associated with being a pensioner.

Confirmation from the Municipality

- 7.10. The Investigation Team received a response dated 30 September 2025 from Mr Ntuli, confirming all the issues and the resolution highlighted in the Municipality's PowerPoint presentation as stated above.
- 7.11. The Municipality further expressed its satisfaction that all avenues to resolve the complaint have been fully exhausted, having provided the necessary documentation to both the Public Protector and the Complainant.
- 7.12. The Parties also agreed that the terms and conditions of the agreement are binding on all the Parties to the settlement agreement. No variation or alteration of the terms and conditions of the agreement is accepted unless it is reduced into writing and accepted by all Parties to the agreement.
- 7.13. The Parties agreed that the signed Settlement Agreement is in full and final settlement of all disputes that the Parties may have against each other.
- 7.14. On 11 November 2025, the Investigation Team sent an email to the Complainant requesting confirmation that the above-mentioned response from the Municipality and settlement of the matter.

Response from the Complainant

- 7.15. On 11 November 2025, the Investigation Team received an email from the Complainant confirming that she is satisfied with the outcome of the ADR

meeting. The Complainant indicated that she is ready to sign the Settlement Agreement.

Further correspondence from the Complainant

- 7.16. On 18 November 2025, the Investigation Team received an email from the Complainant expressing her sincere gratitude to the Public Protector for the support, guidance, and professionalism demonstrated during the handling of her matter with the Municipality.
- 7.17. The Complainant further stated that during the ADR meeting, she owed an amount of R465 668.92; however, the Municipality reduced it to a balance of R199 000.00.
- 7.18. The Complainant indicated that the Municipality further accepted her application for Debt Rehabilitation, and she received an offer of fifty percent (50%) discount, resulting in the debt being reduced from R199 000.00 to eight nine thousand and eighty-one rand thirty-four cents (R89 081.34).

Applicable Legal Framework

Municipal Systems Act 32, 2000

- 7.19. Section 5(2) provides *inter alia* that members of the local community have the duty, where applicable, and subject to section 97(1)(c), to pay promptly service fees, surcharges on fees, rates on property and other taxes, levies and duties imposed by the Municipality, and to comply with by-laws of the Municipality applicable to them.
- 7.20. Section 6(2) states, amongst others, that the administration of a Municipality must be responsive to the needs of the local community, give members of the

local community full and accurate information about the level and standard of municipal services they are entitled to receive; inform the local community how the Municipality is managed and of the costs involved.

- 7.21. Section 95(c) to (g) provides *inter alia* that a Municipality must, within its financial and administrative capacity, take reasonable steps to ensure that users of services are informed of the costs involved in service provision, and the reasons for the payment of service fees.
- 7.22. Where the consumption of services needs to be measured, take reasonable steps to ensure that the consumption by individual users of services is accurately and verifiably measured through reliable metering systems.
- 7.23. Ensure that persons liable for payments receive regular and accurate accounts that indicate the basis for calculating the amounts due. Provide accessible mechanisms for those persons to query or verify accounts and metered consumption, and appeal procedures that allow such persons to receive prompt redress for inaccurate accounts. Provide accessible mechanisms for dealing with complaints from such persons, together with prompt replies and corrective action by the Municipality.

White Paper on Transforming Public Service Delivery, 1997 (Batho Pele Principles)

- 7.24. The Batho Pele Principle inform the manner in which service delivery has to be dispensed within the public service.
- 7.25. Principle 5 of the Batho Pele Principles provides that citizens should be given full, accurate information about the public services they are entitled to receive.

- 7.26. Principle 7 of the Batho Pele Principles deals with redress, provides *inter alia* that if the promised standard of service, remedy, and complaints are made, citizens should receive a sympathetic, positive response.

Emfuleni Local Municipality Water Services By-Laws dated 21 May 2004

- 7.27. Section 6 provides, *inter alia*, that the municipal council may, in addition to the charges for water services actually rendered, impose a monthly, annual, or once-off fixed charge where water services are available, regardless of whether such services are consumed.
- 7.28. Section 7 stipulates that the owner, occupier, and customer are jointly and severally responsible for the payment of all water services charges and for any water services consumed by the customer, in accordance with the Municipality's By-Laws on Credit Control and Debt Collection.
- 7.29. Section 34(4)(a) and (b) provides that the Municipality may, by giving notice to the owner or occupier or through a public notice, require owners and occupiers with existing boreholes used for water supply services to *obtain approval for the use of a borehole for potable water supply services in accordance with sections 6, 7, and 22 of the Act; and comply with any conditions imposed by the Municipality regarding the use of a borehole for potable water services.*
- 7.30. Section 51(2) states that if a property obtains water from sources other than, or in addition to, the Municipality's supply, such as a river or borehole, the volume of wastewater discharged shall be calculated as a percentage of the total water used on the property, based on a reasonable estimate by the Municipality.
- 7.31. Sections 88(2) state that a water services intermediary is required to provide subsidised water services as determined by the municipal council under the

Municipality's By-Laws on Credit Control and Debt Collection and must charge customers the same rates that the Municipality applies for these services.

Emfuleni Local Municipality Credit Control and Debt Collection By-Laws Final (2025/2026)

7.32. Section 32(2) provides that the municipality must, in determining the amount payable by the customer on entering into an agreement for the payment of arrears in instalments and the instalments payable in respect of any arrear amount, take the following factors into account –

- (a) *the credit record of the customer;*
- (b) *the arrear amount;*
- (c) *the level of consumption of municipal services;*
- (d) *the level of service provided to the customer;*
- (e) *previous breaches of agreements for the payment of arrears in instalments; and*
- (f) *any other relevant factors.*

7.33. Section 18 provides that the municipal council may institute Incentive Schemes to encourage prompt payment and to reward customers who pay accounts on a regular basis.

Debt Rehabilitation and Incentive Scheme date 11 July 2025

7.34. The Debt Rehabilitation and Incentive Scheme provides that the Municipality may grant up to a 50% write-off for account holders who meet the eligibility criteria and have arrears older than 90 days at the time of entering into a payment agreement. The programme will be implemented under the following relaxed application conditions:

Accounts in dispute will be settled in full by paying 50% of the outstanding debt upon agreeing with the consumer, unless the consumer continues with legal proceedings.

Case Law

- 7.35. In the matter of *Ackerman v City of Johannesburg and Others*¹ the court ordered that the respondent is interdicted and restrained from disconnecting/causing the disconnection/termination or restriction of the provision of basic municipal services to the applicant's property at Extension 3, Illovo, Johannesburg, pending the final determination of this application and the final resolution in terms of the respondent's By-Laws, the Local Government: Municipal Systems Act No.32 of 2000 and the Constitution, of all disputes and queries in respect of municipal account for electrical and water services actually consumed.
- 7.36. The court further ordered that the respondent furnish the applicant with a detailed explanation of the queries raised by the applicant in respect of the water and electricity charges levied against the property situate at Extension 3, so as to enable the applicant to analyse her accounts and to respond to the respondent within 30 days of the receipt of such reasons.
- 7.37. In the matter of *K2012190864 (Pty) Limited v City of Johannesburg Metropolitan Municipality*², the court ordered that the respondent shall within 30 days of the date of the order, rectify the applicant's municipal account, in respect of electricity, water, sanitation, and refuse charges for the period 1 May 2017 to the date of this order by:

¹ *Ackerman v City of Johannesburg and Others* (2022/9392) [2024] ZAGPJHC 1665 (5 April 2024) at Paragraph 37

² *K2012190864 (Pty) Limited v City of Johannesburg Metropolitan Municipality* (8538/2022) [2023] ZAGPJHC 1178 (26 September 2023) at paragraph 51

“Reflecting the actual meter readings for the consumption of electricity and water, save for the period May 2018 to March 2019;

Reflecting all actual payments made by the applicant and in respect of which the applicant shall provide proof to the respondent of the payments so made;

The respondent shall debate the rectified account with the applicant within 20 days of the rectified account having been rendered by the respondent to the applicant.

That party which is found to be indebted to the other shall pay the other party such amount as may be found to be owing pursuant to the debatement of the account within 10 days thereof”.

Analysis

- 7.38. The evidence before the Public Protector indicates that the Municipality overcharged the Complainant an amount of R465 668.92, for water consumption, despite utilising a borehole which is not connected to the municipal water supply system.
- 7.39. Evidence indicates that although the incorrect water billing issue remained unresolved, the Complainant continued to make monthly payments on her municipal account in compliance with section 5(2) of the Municipal Systems Act and section 7 of the Municipality’s Water Service By-Laws, which require ratepayers to pay municipal service charges and property rates.
- 7.40. The Municipality entered into a payment arrangement of R5 293.00 with the Complainant, pending the resolution of the disputed incorrect water bill account, in accordance with section 32(2) of the Credit Control and Debt Collection By-Laws.

- 7.41. Section 34(4) of the Municipality's Water Service By-Laws provides that owners or occupiers who use boreholes for water supply must obtain municipal approval before using such boreholes for potable water and must comply with any related municipal conditions. In this case, the Complainant complied with these requirements, as her borehole had been registered with the Municipality years earlier (1997), although she later misplaced the approval documentation. On 05 July 2022, Complainant resubmitted a new approval application to the Office of the Chief Director of the Municipality. However, the Municipality failed to approve the application without providing reasons and continued to bill her incorrectly.
- 7.42. The Metsi-A-Lekoa water report dated 27 January 2025 confirmed that the Complainant is utilising borehole water. Additionally, the Rainmakers CC report dated 15 July 2025 verified that the Complainant has been using borehole water for many years and has a fully installed system supplying her property, meaning she does not rely on municipal water.
- 7.43. Following mediation facilitated by the Public Protector, the Municipality acknowledged a billing consumption error on the Complainant's water meter and adjusted or corrected her account by reducing the debt from an amount of R465 668.92 to R199 000.00, thus giving the Complainant a discounted relief of R266 668.92.
- 7.44. This action accords with the principle set out in *K201219064 (Pty) Limited v City of Johannesburg Metropolitan Municipality and Others*, where the court ordered the Municipality to correct the applicant's municipal account relating to electricity, water, sanitation, and refuse charges.
- 7.45. Once the Municipality identified that the Complainant had been billed for unaccounted water consumption, it took reasonable steps to ensure accurate

measurement and verification of her water and electricity usage, in line with section 95 of the Municipal Systems Act.

- 7.46. The corrective measures taken by the Municipality are consistent with its obligations under section 6(2) of the Municipal Systems Act to respond to community needs, provide complete and accurate information regarding municipal services, and keep residents informed of relevant policies.
- 7.47. In *Ackerman v City of Johannesburg and Others*, the court ordered the Municipality not to disconnect, terminate, or restrict the applicant's basic municipal services until all disputes regarding actual water and electricity consumption had been resolved. The court further required the Municipality to provide a detailed explanation of the charges to enable the applicant to analyse and respond. In this case, after the Public Protector's intervention on 05 May 2025, the Municipality restored electricity supply to the Complainant's property pending the outcome of the dispute regarding the incorrect water billing.
- 7.48. During mediation, the Municipality addressed the Complainant's queries about her municipal account and recalculated the amount of R465 668.92, reducing it to R199 000.00. The Complainant accepted the outstanding amount of R199 000.00. Thereafter, the Municipality charged her in accordance with section 88(2) of the Municipality's Water Service By-Laws, which requires customers to be billed at the same rates applied generally by the Municipality.
- 7.49. The dispute concerning the Complainant's incorrect water billing for her property was resolved on 26 September 2025. The Municipality advised the Complainant to apply for municipal Debt Rehabilitation, the Indigent Support Programme, and/or the Pensioner Rebate Programme, in order to alleviate the financial burden associated with being a pensioner, as provided for in section 18 of the Credit Control and Debt Collection By-Laws.

7.50. On 17 November 2025, the Complainant informed the Investigation Team that her application for municipal Debt Rehabilitation had been approved. The Municipality granted her a further 50% reduction, thus decreasing her outstanding balance even further to R89 081.34.

8. INTERVENTION AND REMEDY

8.1. Pursuant to the mediation facilitated by the Public Protector, in terms of section 6(4)(b)(i) of the Public Protector Act, the parties reached an amicable resolution, in terms of which the Municipality reviewed the account, recalculated the charges, and reduced the amount of R465 668.92 to R199 000.00.

8.2. In addition, the Complainant's Debt Rehabilitation application was approved, resulting in a 50% reduction and leaving her with a municipal account balance of R89 081.34.

9. CONCLUSION

9.1. The intervention of the Public Protector, in terms of section 6(4)(b)(i) of the Public Protector Act, culminated in an amicable settlement of the dispute through an Alternative Dispute Resolution (ADR) process. This process led the Municipality to review the Complainant's water account, recalculate the charges, and reduced the original amount of R465 668.92 to R199 000.00 from her municipal account.

9.2. The Municipality also approved the Complainant's Debt Rehabilitation application, thus granting her a 50% reduction and reducing her municipal account balance to R89 081.34.

9.3. Public Protector is satisfied that the complaint has been resolved through ADR and considers the matter as finalised.



ADV. KHOLEKA GCALEKA
PUBLIC PROTECTOR
REPUBLIC OF SOUTH AFRICA
DATE: 31 DECEMBER 2025

Assisted by: Ms Kidibong Maduwa
Investigator: Gauteng Provincial Office