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IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)

CASE NO: 15616/2020

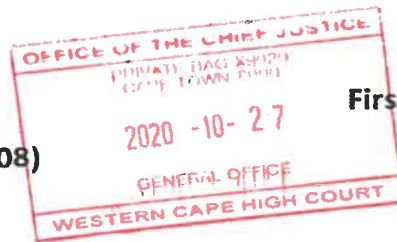
In the matter between:

RUYTEWACHT COMMUNITY ASSOCIATION

First Applicant

and

COMMUNICARE NPC
(Registration No. 1929/01590/08)



First Respondent

GOODFIND PROPERTIES PTY LTD

Second Respondent

CITY OF CAPE TOWN

Third Respondent

THE MINISTER OF HUMAN SETTLEMENTS

Fourth Respondent

THE REGISTRAR OF DEEDS

Fifth Respondent

SOCIAL HOUSING REGULATORY AUTHORITY

Sixth Respondent

H Lompo Kuyi

13/12/2020

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Park lane, Park Road
Pine lands

Security of
Communicare

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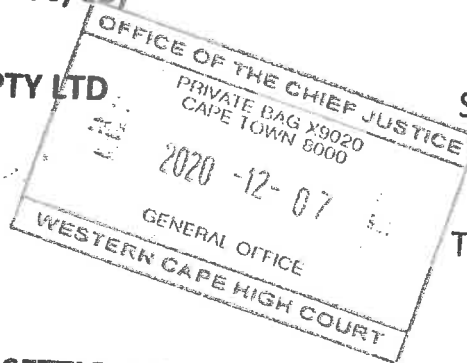
Fourth Respondent

THE REGISTRAR OF DEEDS

Fifth Respondent

SOCIAL HOUSING REGULATORY AUTHORITY

Sixth Respondent



NOTICE OF MOTION

BE PLEASED TO TAKE NOTICE that the Applicant intends to apply to the above Honourable Court at **10h00 on 18 February 2021**, or soon thereafter as counsel may be heard for an order in the following terms:

REVIEW AND DECLARATORY RELIEF

TAKE NOTICE THAT the above-named applicant intends applying to this Court on a date and time to be allocated by the Registrar for an order in the following terms:

1. Declaring the conduct and procedure followed by the First Respondent in transferring the properties of Communicare 1929/01590/08, ERF 3003,4809,3629,5014 and many more to a profit company Goodfind Properties(PTY)LTD to be unlawful and invalid and inconsistent with the Constitution and Sec 12 (1) provisions of the Non-Profit Organisations Act 71 of 1997, constituting maladministration as contemplated by the act,and are set aside;
2. The conduct of the First Respondent in forcing and threatening and actually increasing the rent to market level, rent of the members of the Applicant who are refusing to sign the new contracts under Goodfind Properties, increasing their rentals to market related scale, claiming economic conditions are worsening and enticing the community with reduced rental and with less increases if they do sign, is inconsistent with the provisions of the Social Housing Act, Their policy and the Constitution and thus declared unlawful;
3. The conduct and procedure followed by the First Respondent in Instituting eviction processes against the members of the Applicant,(i) even before the issue of ownership of these properties is clarified and resolved,(ii) before trying to implement their policy i.e. by assisting the people

financially and look at issues of 3 months holidays, Concessions, Downsizing as per the First respondent's policy,(iii) as well as taking the matters to court before concluding the complaint with the Rental Housing Tribunal., are declared to be unlawful and unconstitutional;

4. The decision to Terminate the contracts for all the members of the Applicant who insist that the transfer of property to Goodfind Properties is unlawful and who refused to sign the new contracts under Goodfind Properties; by invoking the cancellation clause, are declared to be unlawful and unconstitutional, and they are accordingly reviewed and set aside
5. Order the Sixth Respondent to issue suspension of the Chairperson, members of the board, Senior staff members of Communicare and place the institution under the administration of the Regulatory Authority, as per Sec 9 (a)-(d) of Social Housing Act 2008 pending the investigation by any independent forensic investigator to look at the extent of maladministration as contemplated by Sec 12(4)(a), (b), or Alternatively
6. Order the Third Respondent as contemplated in section 7(1) of the PIE ACT to appoint one or more persons with expertise in dispute resolution to facilitate meetings of interested parties and attempt to mediate and settle and start a process for meaningful engagement with the Applicant and its members, to address the following issues:
 - 6.1 Review of the current rental amounts, which skyrockets to market level or sometimes even more, Proper financial assistance policy by the First Respondent and consistent application of the mission and policy.
 - 6.2 Audit the Assets and establish how the issue of ownership came about and transfer of the properties from the First Respondent to the Applicants member's names by issuing of title deeds by the Fourth Respondent;

7. Directing that the costs of this application shall be paid by the Respondents, jointly and severally, the one paying the other be absolved;
8. That the costs of this application (and the appropriate scale) be determined on the final return day of the rule nisi issued by this Honourable Court.
9. Granting the Applicant such further and/or alternative relief as this Honourable court may deem appropriate, including that should the Applicant become entitled to urgent relief, that he may set this matter down for hearing on the same papers supplemented if necessary (on due notice to the Respondents) for the appropriate relief (which may include Condonation for non-compliance with the service requirements and timeframes as set out in the Uniform Rules of Court)

BE PLEASED TO TAKE NOTICE FURTHER that the accompanying founding affidavit of **LIZIWE NCAYO** will be used in support of this application

BE PLEASED TO TAKE NOTICE FURTHER that the Applicant has appointed the offices of Godla Attorneys at 28 Waalburg Building, Corner Wale and Burg Street, 2nd Floor, Cape Town, as the address at which he will accept notice and service of all documents in these proceedings.

KINDLY TAKE NOTICE FURTHER that if you intend opposing this application you are required

- (a) To notify the Applicant's Attorney in writing of your intention to oppose this application within 5 (five) days of service of this application.
- (b) Within 15(fifteen) days of notifying the Applicant's Attorney of your intention to oppose the application, to file answering affidavits, if any
and
- (c) To appoint in such notification (referred to in (a) above) an address referred to in Rule 6(5)(b) at which you will accept notice and service of all documents in these proceedings.

KINDLY TAKE NOTICE FURTHER that if no such notice of intention to oppose is given application will be made to this Honourable court on theof 2020 at 10:00 am or soon thereafter as counsel for Applicant may be heard

SIGNED ON THISDAY OF 2020

.....

ATTORNEY OF THE APPLICANT

.....

ATTORNEY OF THE APPLICANT

DLAKAVU ATTORNEYS

170 Ntlazane Road

Ilitha Park

Khayelitsha

Ref: DONDOLO/HC Ruyterwacht

Service to the offices of Godla Attorneys at

28 Waalburg Building,

Corner Wale and Burg

TO: TOEFY ATTORNEYS
ATTORNEYS FOR THE FIRST AND SECOND RESPONDENTS
Greenford Office State
Building XG01 & XG02, Punter's Way
KENILWORTH
Tel: 021 657 6300
Email: info@toefyattorneys.co.za

TO: THE REGISTRAR

**High Court
CAPE TOWN**

**AND TO: CITY OF CAPE TOWN
c/o FAIRBRIDGES WERTHEM BECKER
16th Floor, South Tower
The Towers
Heerengracht
CAPE TOWN**

**AND TO: THE MINISTER OF HUMAN SETTLEMENTS
c/o THE STATE ATTORNEY
22 Long Street
Cape Town**

Ref: DONDOLO/Ruyterwacht

**IN THE HIGH COURT OF SOUTH AFRICA
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CASE NO: 15616/2020

In the matter between:

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and**

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GOODFIND PROPERTIES PTY LTD

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AFFIDAVIT

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PRAYER 1 Declare the Unlawful transfer of assets from NGO (Communicare), with registration number 1929/01590/08, to a profit-making company, Goodfind Properties (Pty) LTD, with registration number (2018/037214/07), unlawful and set aside

Provisions used to support

THE COMPANIES ACT 71 OF 2008, NON PROFIT ORGANISATIONS ACT 1997 AND RULES ON THE TRANSFER OR DISPOSAL OF SOCIAL HOUSING STOCK (LEGAL NOTICE 01/2014) AND SOCIAL HOUSING ACT AND MEMORUNDAM OF ASSOCIATION annexure WWW

PRAYER 2 Declare the Unlawful threatening of the members of the Applicant who are refusing to sign the new contracts under Goodfind Properties with high rental increases, claiming economic conditions are worsening and the actual pushing of the rentals to more than even the market rentals, Unlawful and set them aside.

Provisions to support

THE COMPANIES ACT 71 OF 2008, NON-PROFIT ORGANISATIONS ACT 1997, SOCIAL HOUSING ACT, COMMUNICARE POLICY AND FINANCIAL REPORTS, MEMORUNDAM OF ASSOCIATION annexure WWW

PRAYER 3 Declare the conduct and procedure followed by the First Respondent in Instituting eviction processes against the members of the Applicant, (i) even before the issue of ownership of these properties is clarified and resolved, (ii) before trying to implement their policy i.e. by assisting the

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people financially and look at issues of 3 months holidays, Concessions, Downsizing as per the First respondent's policy, (iii) as well as taking the matters to court before concluding the complaint with the Rental Housing Tribunal., are declared to be unlawful and unconstitutional;

PRAYER 4.

The decision to Terminate the contracts for all the members of the Applicant who insist that the transfer of property to Good find Properties is unlawful and who refused to sign the new contracts under Good find Properties; by invoking the cancellation clause, are declared to be unlawful and unconstitutional, and they are accordingly reviewed and set aside

PRAYER 5.

Order suspension of the Chairperson, members of the board, Senior staff members of Communicare and place the institution under the administration of the Regulatory Authority, as per Sec 9 (a)-(d) of Social Housing Act 2008 pending the investigation or Commission of Enquiry by any independent forensic investigator, Judge to look at the registration of Communicare with the CIPC, extent of maladministration as contemplated by Sec 12(4)(a), (b), or Alternatively

Provisions to support

THE COMPANIES ACT 71 OF 2008, NON-PROFIT ORGANISATIONS ACT 1997, SOCIAL HOUSING ACT, MEMORUNDAM OF ASSOCIATION annexure WWW, COMMUNICARE POLICY AND FINANCIAL REPORTS

PRAYER 6.

Order the Third Respondent as contemplated in section 7(1) of the PIE ACT to appoint one or more persons with expertise in dispute resolution to facilitate meetings of

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interested parties and attempt to mediate and settle and start a process for meaningful engagement with the Applicant and its members, to address the following issues:

- 6.1 Review of the current rental amounts, which skyrockets to market level or sometimes even more, Proper financial assistance policy by the First Respondent and consistent application of the mission and policy.
- 6.2 Audit the Assets, Tittle deeds and establish how the issue of ownership came about and transfer of the properties from the First Respondent to the Applicants member's names by issuing of title deeds by the Second Respondent;
- 6.3 Deal with the Locus standi of Communicare, its registration issues

I, the undersigned

LIZIWE NCAYO

Do hereby make oath and state that:

1. I am an adult female presently residing at NO. 5 Princess Margaret Street, Ruyterwacht, Epping Garden Village, an executive member of the Applicant, and I am duly authorised to depose to this affidavit in terms of a delegation provided to me by the executive of the organization , a copy of such delegation is annexed hereto marked **AAA1.2**

I am duly authorized to depose to this affidavit because I am the executive member of the Applicant, I am authorized to bring this application and depose to this affidavit on behalf of the Ruyterwacht Community Association, herein after referred as ("RCA") established in terms of the Non Profit Organisations Act No 71 of 1997

APPLICANT

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2. The Applicant is Ruytewacht Community Association, a non-profit organization (Registration Number 242 257 NPO), duly incorporated in terms of the act with its principle place of business situated at Ruytewacht 5, Princess Margaret, Ruytewacht, Cape Town.
3. The Applicant was formed to have a voice so as to fight the and assist the community on social ills and make a positive contribution to the lives of all of us as vulnerable poor people.

THE RESPONDENTS

4. The First Respondent is Communicare NPO, a non-profit company (Registration Number 1929/001590/08) duly incorporated in terms of section 21 of Companies Act 61 of 1973 with its principle place of business situated at Block A, Park Lane office Park, Pinelands, Cape Town 8001.
5. The Second Respondent is GoodFind Properties a profit-making Company incorporated in terms of the Companies Act, with its principal place of business situated at Block A, Park Lane Office Park, Pinelands, Cape Town, 8001.
6. The Third Respondent, the Municipal Manager for the City of Cape Town, ("the city"), a metropolitan municipality established as such in terms of the Local Government Municipal System Act 32 of 2000 and its principal place of business at Hertzog Boulevard, Foreshore Road, Cape Town.
7. The Fourth and the Sixth Respondent is the National Minister of Human Settlements and Social Housing Regulatory Authority. She is cited by virtue of any interest she may have in this matter and because of her duty under section 2(1)(a) of the Housing Act 107 of 1997 to ensure that all spheres of government give priority to the needs of the poor in respect of housing development, including social housing and manage it through Social Housing Regulation Agency (SHRA). The Third and Sixth Respondent has

been engaged earlier and is expected to intervene when there is dispute in the social housing sphere, but have since been failing.

8. The Fifth Respondent is the Registrar of Deeds, He is cited by virtue on any interest he may have on this matter, given the fact that he registered the transferred properties to the name of Goodfind.
9. The contents herein fall within my personal knowledge and are both true and correct, unless the context indicates otherwise, and I positively swear that the contents are both true and correct and will do so under oath.
10. Wherein I make legal submissions I do so on the advice of RCA legal representatives, which advice I believe to be correct.

BACKGROUND

11. This application is influenced amongst other things, the decision by the Honourable Magistrate Court, that it does not have jurisdiction on issues of Social Housing project, advised us to approach the High Court for a direction. The purpose of this application, as set out in the Notice of Motion, is essentially to prevent the First Respondent, together with the Second, Third and Sixth Respondents from unlawful actions, omission to act, which constitutes dereliction of duty and being accomplice in wrong doing, by disregarding the provisions of the law including the Constitution.
12. This application is brought on a semi urgent basis and for this relief. Where there may be a paucity of information, I ask the Court to condone this, and as and when necessary, I be granted leave to supplement this at a later stage.

INTRODUCTION and History

13. The First Respondent (herein referred to as Communicare), Communicare was established in or during 1929 to serve and service the white people during that time, in providing housing for the elderly and most vulnerable

of the white community, known as *"Arm Blanke vraagstuk"* I attach hereto, as **annexure CC**, a history of Communicare as extracted from their website (<https://communicare.co.za/our-history/>). From the extract, Started as Housing League Limited 1929, changes in the 1964 as Housing League, changed again in 1981 it was named Communicare in the 1990's this is after the new dispensation, where the existence of Housing League was being questionable, this is because it represented only white people, the objective was clear then as it will be shown that it was to assist white people with the shortage of accommodation. The only director of this institution being Anthea Houston, being the only director and also being the CEO, which is contrary to the Company laws which seek to put checks and balances, separation of power between directors and management of the companies, see Companies Act provisions, **annexure CC2.22**

COMMUNICARE OPERATING IN RUYTEWACHT

- 13.1 Ruytewacht, see **annexure CC1.11**, was established in 1929 by Zerilda Steyn, an American who was a social worker who worked tirelessly for urban housing for disadvantaged people, **"After being appointed secretary of the British and Foreign Bible Society (BBBG) IN 1922, she was able to devote most of her life to social work. At that time about 30% of the whites and more than 70% of the brown inhabitants of South Africa were in need.**
- 13.2 **With great dedication and energy, she has taken on her task to improve the destiny of poor people. IN 1929, she was a founding member of the Municipal Housing Council in Cape Town and responsible for the establishment of the model village of Good Hope, the garden village of Eppingtuin (later renamed RUYTEWACHT), the suburb of Thornton and Lavistown, named after Bishop Lavis for many years Board of the BBBG"**
- 13.3 **"Mrs Zerilda Steyn built the houses and Rev. Steyn put the Bible therein", Ruytewacht was built firstly for 70 families in this**

neighbourhood on the 7 September 1939. "Later the Housing Association's utility company favoured land for construction of churches and houses", The church, which was also assisting, had incurred the cost of \$5000 on good faith and the Dutch Army's General Army Commission had provided the security.

13.4 ***"The Housing Association as was established by Zerilda Steyn and others immediately began to bring public attention, through speeches, lectures and articles in the newspapers, the conditions in which a large proportion of the white and brown population of Cape town lived. Due to heavy pressure, the city council had to plan plans to cope with problem. The case was also discussed in Parliament and \$1million was made available to municipalities for the construction of dwellings of limited size and cost. The Housing Association established its own private equity company in 1929, and the company has made government loans available for the construction of houses. In 1953 the company already built more than 3000 houses. Prof. Erika Theron wrote in 1959; These homes can be considered as a monument to the insight the ACVV has shown in this problem and the initiative taken by the association"***

13.5 "The principle of separate neighbourhoods was only legalized in 1950 when the Group Areas Act was adopted, although its application was not fast due to practical problems. In time, the Urban Housing Association has collected an amount of \$5million to provide 7000 homes with 20 000 white and brown. Modelling such as Koeberg, Eppingtuin, Thornton and Matroosfontein were established in this way."

13.6 "In the *REPORT OF THE COMMISSION OF ENQUIRY OF THE FORMED NG CHURCHES TO CHURCH AND RELIGIOUS CONDITIONS IN THE NINE CITIES OF THE UNION, the findings of which were recorded in the 1947 as Church and City, the commission write 'With the influx to the cities during the latest war and return of thousands of*

soldiers , the issue of white city housing had suddenly become a first –class problem, something never before’. In the subsequent review of attempts to provide housing to disadvantaged in the cities, the commission write ‘ In Cape Town , there are some beautiful model towns built for whites , but they largely thank the private housing company, which more homes have provided even the entire Cape Town council.”

- 13.7 Page 3 *“Steyn Zerilda was a chairperson of this company until her death. In addition, she was also a member of the National Housing Commission from 1949. During the approximately 40 years in which she was involved in housing projects, her diligence built about 7000 homes and several homes for the elderly with value of R10 million at the time of her death”*
- 13.8 “Although there were public accusations in the 1930’s that brown people were treated poorly and stabbed her nose in people’s private affairs(*The Shambok, April 19, 1930*), it did not detract from her reputation so that she became the official chairman in 1945 of the Urban Housing Association (SMT), as office that has already been unnamed from the organization’s foundation.
- 13.9 Housing League later on becoming Communicare took over the management of Ruytewacht housing and is a **“social housing institution”** and its core business is to facilitate **“social housing”**, **“social housing”** in terms of Section 1 of the Social Housing Act 16 of 2008 (herein after referred to as SH ACT) see **annexure AH**
- 13.10 A simple description of a SOCIAL HOUSING CONCEPT IS any benefit that is derived from a project that is funded through Government funding, Donations, Tax reliefs, house in an NGO, NPC. All the finances in these projects are for the benefit of the people intended for, the NGO themselves are a mere delivery people.

- 13.11 After 1994 SOCIAL HOUSING became regulated, very more stringent regulation were included and a Social Housing Act was promulgated , see Sec 1(b) **“social housing”** means a rental or co-operative housing option for low to medium income households at a level of scale built and requires institutionalised management and which is provided by social housing institutions or other delivery agents in approved projects in designated restructuring zones with the benefit of public funding as contemplated in this Act
- 13.12 **“Social housing institution”** is explained by the same section as an institution accredited or provisionally accredited under this Act which carries the business of providing rental or co-operative housing options for low to medium income households on an affordable basis, ensuring quality and maximum benefits for residents , and managing its housing stock over a long term
- 13.13 partner and affiliate of Social Housing Regulatory Agency (herein after referred to as SHRA), a body established by the Minister of Human Settlement for a sole purpose of providing social housing schemes and help to regulate the Social Housing Institutions/Partners , who are the affiliates and members of the regulatory body-SHRA, these Social Housing Institutions are mere delivery agents, with no rights, they must just assist Government in the delivery of the services (provision of adequate housing)
14. I will be using the Affidavit of Communicare CEO Anthea Houston as commissioned on the 18/02/2019 used to support the case against Moerida Morat and the other eleven Respondents in a High Court matter , to try and deal with the many contradictions and inconsistencies by Communicare to try and confuse the public about their social housing agency status, refer to annexure **“AA”**

15. The CEO of Communicare as she always does, is disputing that Communicare is receiving subsidies or grants, at times Communicare disputes that they are a Social Housing Institute, accredited with
16. SHRA to assist in the provision of adequate social housing, which is the mission and obligation of the state through the Minister of Human Settlements but extended to the social housing institutions by providing the institutions with funding and other support as the law provides. At paragraph 19 of the affidavit (**annexure "AA"**), this strategy is clear, where the CEO of Communicare is on record as saying *"Communicare is a non-profit Organization/Company which does not receive operating subsidies or grants from any party to run and maintain its housing complexes"*.
17. But as shall be shown and be proved beyond reasonable doubt, that in many other platforms, confessions are made about the status of Communicare, as a Social Housing Institute and the grants it receives from the state.
18. The reason why the status is being denied by Communicare, is that being a "social housing institution" and a member of Social Housing Regulatory Authority, comes with responsibility and certain conduct, certain principles are expected from the member as the provisions of Social Housing Act of 2008.
19. The contracts which Communicare enters into with the Applicant's members, is one of the many proofs that Communicare is a Social Housing Institution, these contracts are written "SOCIAL HOUSING LEASE" between Communicare NPC, see **annexure AB-PAGE 20**.
20. Communicare is also known and addressed that way by the stakeholders, including the national department of Human Settlement and the provincial Western Cape Government, see **annexure "AC"**.

21. Where the Western Cape Government is describing Communicare as “Communicare makes affordable housing possible”
- ii) “Over the past 85 years, they have provided housing for thousands of financially vulnerable families and have developments in Ruytewacht, Thornton, Bishop Lavis, Brooklyn and Bothasig Garden amongst others”, iii) “With over 3300 social rental units, Communicare remains the largest non-governmental contributor to affordable rental housing in the Western Cape and is a recognised leader in the **social housing sector**”.
 - iv) “Why rent from Communicare?” answer provided “They’re an established social housing company with more than 80 years of experience in the rental business”, “Their rental charge is cheaper per square meter for persons/households earning 2500 and R7500.
22. SHRA addresses and treats Communicare as its agent and affiliate, as the regulatory body, SHRA has come on public platforms including in 2018, were SHRA indicating that they are investigating Communicare for complaint of maladministration in the Bothasig/Ruytewacht area as lodged by the tenants of this area, see **annexure “AD”**.
23. SHRA would not investigate an institution which is not under its regulatory framework.
24. In the 2013 financial report, the Chairpersons report on page 6 Mr Atasdair Sholto Douglas representing that the strategy as being leasing Commercial Properties to sustain the core business of Social Housing Projects.
25. **He continues to describe Communicare base as 3 segments, ie Social Housing base, Bonded Properties and Commercial Properties. This is**

very clear distinction, Ruyteuwacht can never fall under Bonded or Commercial but under Social Housing as described by the Chairperson.

26. **“Apart from equity Communicare receives;**
 - 26.1 **Restructuring Capital Grants from Government**
 - 26.2 **Institutional Subsidies from the City of Cape Town municipality**
 - 26.3 **Loan Funding from Financial Institutions**
27. **These allow Communicare to maintain key relationships with SHRA, Provincial, National, Local Government and commercial Funders”**
28. **The chairperson continued to state under a subject of Diversification (Business Model) , “ so as to carry its core function, which is to provide well -constructed and properly maintained Social Housing for citizens of the Peninsula who qualify”**
29. **The Chairperson’s own understanding of Communicare suggests that Communicare is operating as its core business of Social Housing but he states that “ Communicare is not , however, only a Social Housing landlord but Social welfare services, Community and Enterprise development projects” some of the other projects that it runs, ie , Gardening Services, Social Services , Childcare protection services in Wallacedene and Brookombos on behalf of Department of Social Development .**
30. **Milestones, under this subject he says “120 units in Bothesig , 650 units will be Social Housing component in the Montclare project, the company is looking into regeneration project for the older assets housed in Brooklyn and Ruyteuwacht, the renovations and maintenance of these projects in the interim.**

31. "Communicare has been released from 13 million in loan by the City of Cape Town on the basis that the funds will be applied to Social Housing."
32. "Communicare retained accreditation with SHRA", under Conclusion on page 7 he said " clearly Communicare must measure its success differently from commercially driven companies, its main aim is to provide Social Housing and related services, Communicare has been widely recognised as an exemplary supplier to the vulnerable communities it serves."
33. Pg 8 of the Financial Report 2013 MANAGING DIRECTOR REPORT, "During the 12 months we completed the Bothasig Social Housing project, Montclair Social Housing projects as well as GAP houses" . "Project funding is more challenging and the use of Government grants poses a longer term risk in the light of income indices continuing to remain benchmarked at R1500 to R7500 monthly household income. However, we have excellent working relationships with both the National and Provincial departments of Human Settlements and SHRA, City of Cape Town, who are vital in the delivery of Social Housing"
34. We are fortunate to have as international partners,
 - 34.1 Rooftops Canada,
 - 34.2 Toronto Community Housing Company
 - 34.3 Stichting Dutch International Guarantees for Housing and de Alliantie in the Netherlands
 - 34.4 Chartered Institute of Housing in the United Kingdom
35. Private businesses in this industry do not have the following programmes as part of their services, only as demanded by Social Housing Act and SHRA, ie Communicare the following programmes see page 14-16 of Financial statements –Tenants Governance, Youth Programmes, Active Aging, Urban Food Gardening Competitions, Training Growth Economic Empowerment , Zerilda Stein Bursaries,

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Enterprise Business Development programmes, Jobseeking programmes, Office Cleaning by residence, Statutory Social Services.

36. "We have refined our 5 and 20 year development programmes of Social Housing GAP housing and Bonded products, we will make sure that we develop 200 and 300 high quality Social Housing rental products each year".
37. Page 9, "The most pertinent risk which the organisation faces are the current economic conditions, low markets, low occupancy levels at our Healthcare facilities and compliance with the Social Housing Act including agreements governing grant funding from Government." The board has been considering restructuring the group- Mother City Housing Company to house grant -funded assests and to protect the remainder of Communicare assts from stringent conditions attached to funding."
38. "Communicare has recently been granted Public Benefit Organisation status by SARS and SHRA has accredited the Organisation for purposes of capital grant funding."
39. Page 10 by the Director of Social Housing &Community Development)
- 39.1 **Communicare has 3374 Social Housing rental units for the benefit of our tenants , on second paragraph "to sustain Social Housing as a core business of the company, a credible business model is required, improving collaboration between key Departments to ensure effective delivery of services to our tenants." Different departments working with Communicare, ie Property Department, Finance Department on billing and credit management, Marketing and Public Relations Department, Information and Technology Department**
- 39.2 **Partnership with the City of Cape Town, Provincial Government, a member of the Provincial Steering Committee (PSC) which coordinate policy and programme for Social Housing projects to qualify for the Restructuring capital grant funding and**

Institutional subsidies. A member of National Association of Social Housing Organisations (NASHO)

39.3 INCOME BANDS- "In terms of the current Regulations, tenants can only qualify for Social Housing if they have a combined income not exceeding R7500 per month. this income band has not changed since being introduced prior to 1994, a static income band has several impact on Social Housing Institutions. Firstly it caps the amount on rent charged despite the operating and management costs to provide to provide sustainability rental opportunities . Secondly, it does not take inflation into account and will in essence discourage Social Housing participation in new RCG Projects"

39.4 "If current rental income targets remain unchanged, a rental stress test model we have formulated and applied shows that it will not be possible to sustain current management of the two RCG funded housing projects, given the gravity of the situation, we have raised the matter directly with SHRA as well as through NASHO."

39.5 Performance Report-" notwithstanding the challenges , the department continues to perform well, rent collection is 98%, vacancy 1%, tenants who experience evictions due to loss of Income due to retrenchments , housing benefits are activated, reduction for 3 months.

40. As proved that Communicare is a Social Housing Institution as described by the Act, see also annexure AD2, then it follows that it (Communicare) must follow and comply with the provisions of Social Housing Act of 2008, which state the following;

40.1. General principles applicable to social housing

Sec 2(1) of Social Housing Act In giving priority to the needs of low to medium income households in respect of social housing development,

the national, provincial and local spheres of government and '*social housing institutions*' must-

40.2. Communicare has disregarded the provision, the programmes they are currently running are not responsive to the demands of the social housing and no special care and attention is given to women and children, almost all the tenants and members of the Applicant are these affected parties, **Sec 2(1) (a) ensure their respective housing programmes are responsive to local housing demands, and special priority must be given to the needs of women, children, child-headed households, persons with disabilities and elderly;**

40.3 The development of the low to medium income communities is not given a priority by Communicare, that is why it is easy for them to terminate tenants' contracts as soon as they are three months in arrears. **Sec 2(1)(b) — support the economic development of low to medium income communities by providing housing close to job, markets and transport and by stimulating job opportunities to emerging entrepreneurs in the housing services and construction industries;**

Sec 2(1)(c) — afford residents the necessary dignity and privacy by providing the residents with a clean healthy and safe environment;

Sec 2(1)(d) — not discriminate against the residents on any of the grounds set out in section 9 of the Constitution, including individuals affected by HIV and AIDS.

40.4 The consultation of affected parties is what forms the basis for this fight between the Applicant and Communicare, when the people requested consultation and explanation of the new company being established, Communicare sought to silence the members of the Applicant **Sec 2(1)(e) consult with interested individuals, communities and financial institutions in all spheres of social housing developments;**

40.5 Everything done must ensure growth and not work against this fundamental provision of the act, **Sec 2(1) (f)** *ensure the sustainable and viable growth of affordable social housing as an objective of housing policy;*

Sec 2(1) (g) facilitate the involvement of residents and key stakeholders through consultation, information sharing, education, training and skills transfer, thereby empowering residents;

40.6 The securing of the tenure for the residents is also placed on a higher ground by the act, the tenants must not be made to feel insecure, all the efforts must be to build a stable social housing environment as this act puts it, **Sec 2(1) (h)** *ensure secure tenure for residents in social housing institutions, on the basis of the general provisions governing the relationship between tenants and landlords as set out in the Rental Housing Act, 1999 (Act No. 50 of 1999), and between primary housing co-operatives and its members as set out in the Co-operatives Act, 2005 (Act No.14 of 2005)*

40.7 **Sec 2(1)(i)** Promote

- (i)** an environment which is conducive to the realisation of the roles, responsibilities and obligations by all role-players entering the social housing market
- (ii)** training opportunities for stakeholders and interested parties who wish to enter the social housing market;
- (iii)** the establishment, developments, and maintenance of socially and economically viable communities to ensure the elimination and prevention and prevention of slum and slum conditions.

- (iv)** Social, physical and economic integration of housing development into existing urban and inner-city areas through the creation of quality living environments
- (v)** Medium to higher density in respect of social housing development to ensure the economical utilisation of land and services;
- (vi)** The provision of social, community and recreational facilities close to social housing development;
- (vii)** The expression of cultural identity and diversity in social housing development;
- (viii)** The suitable location of social housing stock in respect of employment opportunities;
- (ix)** The conversion or upgrading of suitable residential and non-residential buildings for social housing use;
- (x)** Incentives to social housing institutions and other delivery agents to enter the social housing market;
- (xi)** And understanding and awareness of housing processes;
- (xii)** Transparency, accountability and efficiency in the administration and management of social housing stock;
- (xiii)** Best practices and minimum norms and standards in relation to the delivery and management of social housing.

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44.1 The CESCR accordingly recommended that South African government should:

45. *“Intensify its efforts to improve housing conditions and meet increasing demand, including by continuing to provide adequate*

social housing in urban areas and to upgrade housing conditions in informal settlements;

45.1 “Ensure that evictions are carried out only as a last resort, without the use of force and compliance with international standards;

45.2. The lack of affordable and adequate housing is resulting in the creation of informal settlements, and the practice of forced evictions of such settlements persist”

45.3 The CRC recommended that South Africa should inter-alia “ take effective measures to prevent forced evictions and provide effective remedies to the victims, taking guidance from the Basic Principles and Guidelines on Development-based Evictions and Displacement (A/HRC/4/18), Annex I) in this regard”

LEGAL BASIS FOR THE RELIEF SOUGHT

46. . As set out above, the Applicant seeks the following relief.

46.2 The First Respondent be interdicted and restrained, with immediate effect, from engaging in or continuing with any of the following actions:

1ST PRAYER AND ITS ARGUMENT

Declare, set aside and interdict the First and Second Respondent from continuing with the Unlawful transfer of assets from NGO (Communicare),

poorest, when it became clear that now people were made to pay even more than necessary, we then decided to consolidate. We are currently 120 members, growing day by day due to the ill treatment and disregard of all the laws of the country, including the Bill of Rights. See **annexure AM** for the members list

- 43.2 We then decided to register formally, following the appearance of government before the UN Committee on Economic Social and Cultural Rights (“CESCR”) for its initial review under the ICESCR, its objective and responsibility, is to oversee the implementation of the ICESCR through consideration of reports, individual complaints, inter-State complaints. The Commission for Human Rights came up with two parallel reports for the CESCR consideration, concerns we raised regarding the South African government’s compliance with the ICESCR.
- 43.3 In October 2018, the CESCR released its Concluding Observations in respect of South Africa and specifically raised concerns regarding evictions and ill treatment of the most vulnerable of our society, it noted the following;
44. ***Right to housing*** –“while noting the continuous efforts made by the State partly to provide social housing to low – income families, the Committee is concerned at the large number of people living in inadequate housing, including those in informal settlements, without access to basic services” The Committee is also concerned at reports of illegal evictions and the excessive force used during evictions, including not following due processes before the eviction proceedings are instituted, **as well as evictions taking place without the municipality offering assistance and guidance concerning alternative accommodation**”. While noting the imminent adaptation of the Extension of Security of Tenure Act 62

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- (xiv) The provision of institutional capacity to support social housing initiatives;
 - (xv) The creation of sustainable, viable and independent housing institutions responsible for providing, developing, holding or managing social housing stock; and
 - (xvi) The use of public funds in a manner that stimulates or facilitates private sector investment and participation in the social housing sector.
41. All the above rules and regulations including other provisions and the Constitution, including its Memorandum of Association **annexure WWW** are being disregarded by Communicare, I will continue to show and prove our case.
42. These proceedings are brought by the Applicant (Ruytewacht Community Association) RCA to ensure that the conduct of Communicare and its subsidiaries complies with its constitutional duty to respect and promote the rights to human dignity and many other provisions which stipulate how Communicare ought to carry its operations
43. This application is brought semi urgent.

ROLE OF RUYTEWACHT COMMUNITY ASSOCIATION

- 43.1 The association has been established in Ruytewacht as a result of many unlawful activities by Communicare, we then decided to come together and consolidate our strategies of fighting for the constitutional rights of the people on the ground and to also resist the move by Communicare and others who are trying to take the Ruytewacht project that was built for the poorest of the

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with registration number 1929/01590/08, to a profit-making company, Good find Properties (Pty) LTD, with registration number (2018/037214/07);

Brief explanation of what transpired –

46. Communicare has come on record in many platforms and in the court affidavits before the Magistrate court, that it has registered a company called GOOD Find Properties (PTY)LTD IN 2017, to transfer the properties from Communicare. This we contend, it is to try and run away from the obligations and the many rules posed by the sec 27 of Companies Act of 2008 and Non-Profit Organisations Act, (NPO) ACT
47. see MEMORUNDAM OF ASSOCIATION **annexure WWW, annexure AH2/3 Companies Act of 78 of 2008, the Non-Profit Organisations Act and the Social Housing Act** see **annexure AH**, which all monitors through regulatory bodies, the conduct of NPO, NPC and Social Housing Institutions. The profits as stipulated in the provisions of the Companies Act are clear that the Assets are not for members, there are no shareholders who must receive profits, all the profits must be reinvested back to the operations of the NGO. The Memorandum of Association of Communicare is clear that all profits and assets of Communicare are not distributable.
48. ***Sec 21 of the repealed and the current Companies Act is very clear***

SEC 21 Incorporation of associations not for gain (1) Any association

(a) formed for any lawful purpose

(b) having main objective of promoting religion, arts, sciences, education, charity or any other social activity or communal or group interests

(c) which intends to apply its profits (if any) or other income in promoting its said main object

(d) which prohibits the payment of any dividend to its members; and

(e) which complies with the requirements of this section in respect to its formation and registration

Sec (2) The Memorandum will comply with the requirements of the Act and shall contain the following

Sec (2)(a)The Income and Property of the association shall be applied solely for the promotion of its main object and no part thereof shall be paid or transferred directly or indirectly by way of dividends, bonuses or otherwise to the members or its holding company or its subsidiary , except for remuneration for work performed .

Sec (2)(b) Upon winding up, deregistration, dissolution of assets after paying all the liabilities shall be given or transferred to an association performing similar object

49. There could be no sales of properties or transfer of assets to members and doing as you like under the NPC, NPO Act and Social Housing Act, this is the real reason why Goodfind Properties (PTY)LTD was registered , so as to defraud Communicare, who is a social housing institution with the many limitations and restrictions, especially the reporting which is so stringent, there are many proofs of transfers from Communicare to Goodfind, example case 3772 (Goodfind v Pappy Sosa) **annexe AE**, page 7, paragraph 6- here it is clearly stipulated “ the premises was transferred from Communicare to the , Goodfind Properties (PTY)LTD, thereby ceding all rights of the lease to the (Goodfind)Plaintiff. A copy of title deed proving that attached- see annexure B in that **annexure AE**
50. Also see Eviction notice s4(1), case 3981/20 (Communicare v Poppy Sosa) **annexure AF** page 19 marked with a pencil on the right top, this is a “RESOLUTION OF THE SOLE DIRECTOR GOODFIND PROPERTIES” dated 20 May 2019, **where Goodfind Properties appoints Communicare to be its true agent, to manage all Goodfind properties registered in the name of Goodfind from Communicare. Signed by Anthea Houston the sole director, the same person who is the CEO of Communicare.**

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51. See annexure L, Communicare website, where questions from tenants are addressed and answered by Communicare-- "why did Communicare start new company Goodfind?" ANS "Communicare is transferring its properties into the entities so as to improve the way we manage these properties and so as to achieve our purpose"
52. The above is the real reason for the registration of Goodfind, to transfer all Communicare Properties, it is to benefit the sole shareholder who is now the owner, and that the ownership no longer rests with Communicare.
53. In trying to mislead the public as well as the minister of Human settlements, Good find is only described as just a subsidiary of Communicare, which will only manage rentals and assist operations of Communicare, this approach does not look suspicious, when in fact the real theft and defrauding of Communicare assets is unfolding, see **annexure AD**
54. the CEO Anthea Houston in a letter dated 13 November 2018 on the Communicare letter head, responding to the questions raised in the Memorandum submitted to the National Minister of Human Settlements, dated 24 July 2018 see **annexure AD, says the following:**
55. to reduce confusion and help strengthen the social housing development programme, ***"Communicare made strategic decision to brand each of its different housing segments by putting all the affordable housing rental stock in a subsidiary company called Goodfind Properties, this entity will hold all the properties where very small or no discounts are offered so it is registered as for profit***

company. Any surplus generated will be for the benefit of the sole shareholder, Communicare NPC, This is being implemented since May 2018"

56. see annexure AK petition to the HOD of the Human and Settlement and explanation by Communicare about Goodfind establishment and its objectives- see point 2.3.6 page 9, heading-The Standing of Goodfind Properties " Communicare indicates ongoing confusion amongst tenants in terms of its suite of rental opportunities catering to different markets. To eliminate confusion, they intend to distinctly brand each of the 3 housing segments differently. "
57. "It is important to note that any property transferred to either entity still remain part of Communicare as the holding company;
- (a) All rental stock being leased to close to market rates will be lodged with a new subsidiary company called Goodfind Properties
- (b) Ring-fencing all the SHRA regulated Social Housing stock in an existing (but presently dormant) subsidiary company called Mother City Housing Company
- (c) All remaining other social rentals will remain inside the existing Communicare legal entity, but will be marketed under a distinct brand of "Shared Future Rentals"
58. These are real lies, the sole shareholder of Good find as shown is not Communicare but Anthea Houston, therefore the surplus will be going to her and there will not be any restrictions under this Good find Properties, it is a private company and profits are distributed to the shareholders, unlike Communicare, who is an NPO, whose funds and assets are received through donations and less tax payments to SARS. Goodfind is projected as only a mere branding exercise, also misleading the Department of Human Settlement when they state that

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all properties transferred to either entity will still remain part of Communicare as the Holding company. Anthea Houston continue to say the following

59. ***“These changes have not been well received by tenants, those who have been with us for a long time want the old 1929 deal and so do new tenants. In the current economic environment and the prevailing social protection policies of the State, this is not a deal we can offer any tenant any longer.”*** The reason people do not want to accept the transfer and the changes, is that the rental will be hiked to market rentals and that the 1929 deal of low reasonable affordable houses for the most vulnerable, will not be possible any longer. The real frustration from Communicare is the following Page 10 by the **Director of Social Housing &Community Development) from the 2013 Financial statements**
60. “Communicare has 3374 Social Housing rental units for the benefit of our tenant” , on second paragraph “to sustain Social Housing as a core business of the company, a credible business model is required, improving collaboration between key Departments to ensure effective delivery of services to our tenants.” Different departments working with Communicare, ie Property Department, Finance Department on billing and credit management, Marketing and Public Relations Department, Information and Technology Department
61. Partnership with the City of Cape Town, Provincial Government, a member of the Provincial Steering Committee (PSC) which coordinate policy and programme for Social Housing projects to qualify for the Restructuring capital grant funding and Institutional subsidies. A member of National Association of Social Housing Organisations (NASHO)

62. INCOME BANDS- "In terms of the current Regulations, tenants can only qualify for Social Housing if they have a combined income not exceeding R7500 per month. This income band has not changed since being introduced prior to 1994, a static income band has several impacts on Social Housing Institutions. Firstly it caps the amount of rent charged despite the operating and management costs to provide sustainability rental opportunities. Secondly, it does not take inflation into account and will in essence discourage Social Housing participation in new RCG Projects"
63. "If current rental income targets remain unchanged, a rental stress test model we have formulated and applied shows that it will not be possible to sustain current management of the two RCG funded housing projects, given the gravity of the situation, we have raised the matter directly with SHRA as well as through NASHO."
64. Performance Report- "notwithstanding the challenges, the department continues to perform well, rent collection is 98%, vacancy 1%, tenants who experience evictions due to loss of income due to retrenchments, housing benefits are activated, reduction for 3 months.
65. Checks and balances will be a thing of the past. The prevailing current economic environment should not be affecting the tenants of Ruytewacht, whose property was financed long time ago in the 1920's to 1950's through government and other international funding, there are no overheads in the Ruytewacht social housing scheme, even the maintenance programme, has been stopped by Communicare, insisting that the tenants should be doing the renovations and maintenance of the dilapidated buildings themselves.

66. (iii) The other deception can be seen in annexure AG, this letter dated 3 May 2018 to the residents, (Zamile) titled EXCITING ADDITION TO THE COMMUNICARE FAMILY-INTRODUCTION OF GOODFIND *"This exciting brand will be managing your leases from now on."* *"The launch of Good find Properties is part of our ongoing commitment to offering our tenants safe space that they are proud to call home-as well as addressing housing inequality in Cape town , we will be changing our leases from month to month, to three years fixed contract, doing this will give you stability, peace of mind and a greater sense of security, you will need to sign a new contract with Good-find Properties"*- Again this Good-find Properties, is portrayed as a good thing that will bring about security, stability and peace, far from it, it has already brought evictions, Intimidation and war in the community of Ruytewacht.

67. There are three legal basis for this relief, Firstly the Companies Act, Non-Profit Organisations Act No 71 of 1997 and the Social Housing Act see annexure AH2 attached

The Objects of the Act - Sec 2 The objects of this Act are to encourage and support non-profit Companies, organisations in her contribution to meet the diverse needs of the population of the Republic by

(a) creating an environment in which non-profit organisations can flourish;

(b) establishing an administrative and regulatory framework within which non-profit organisations can conduct affairs

68. Sec 2(c) Encouraging non-profit organisations to maintain adequate standards of

Governance, transparency and accountability and to improve those

(d) creating an environment within which the public may have access to information concerning registered non-profit organisations; and

69. Sec 2(e) Promoting a spirit of co-operation and shared responsibility within government, donors and amongst other interested persons in their dealings with non-profit organisations
70. Section 12(2)(c) The non-profit Companies must-
- (a) State the organisation's main and ancillary objectives
 - (b) state that the organisation's income and property are not distributable to its members or office-bearers, except as reasonable compensation for services rendered; This is the bed rock of what we are contending, that Communicare cannot transfer property and cannot distribute its profits to its members, including to its employees.
 - (c) ensure that the members or office-bearers have no rights in the property or other assets of the organisation solely by virtue of their being members or office bearers
 - (d) provide that when the organisation is being wound up or dissolved, any assets remaining after all its liabilities have been met, must be transferred to another non-profit organisation having similar objectives.
72. -Sec 18(1) Every registered non-profit organisation must, in writing, provide the director with (a) a narrative report of its activities in the prescribed manner together with its financial statements and accounting officers report as contemplated in section 17(1) and (2) within none months after the end of its financial year

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73. Section 29(1) it is an offence to cause a non-profit organisation, when it is being wound up or dissolved, to transfer its assets otherwise than in the manner contemplated in section 12(2)(0)
74. Here above its an obligation put by the provisions to Communicare, to always make sure that it creates an environment where the non- profit Company/organisation can flourish, transferring assets clearly destroys the no- profit organisation, as sec 2(e) indicates, that there must be promotion of a spirit of cooperation and shared responsibility within environment, donors and other interested and affected parties. There was No consultation or interest to make the Applicant to understand the move, but every effort was directed at forcing the move, no transparency, where Communicare as directed by the provisions. Communicare had to open books and be transparent about the financial implications and the real purpose of their new vision.
75. The Assets of the organisation which Communicare owns, could not be distributed to its members or directors, either through sale of its assets to themselves or through, transfer to any company which is a profit-making company which has a different mandate and objectives.
76. That even if the intention, is to wind up the non-profit organisation, Communicare ought to have transferred all its assets to an NGO with similar objectives to continue running the day to day operations as similar as possible to the main objectives. **Companies Act and Non-Profit Organisations Act Sec 29(1) MAKES IT AN OFFENSE TO TRANSFER ASSESTS OF A NON-PROFIT ORGANISATION.**
77. These sections above clearly show the actions of Communicare to be unlawful;

78. **SOCIAL Housing Act of 2008 see annexure AH, (i) Sec 2(1)(i)(xii) – *Transparency, accountability and efficiency in the administration and management of social housing stock*** Transparency and Accountability are put as non-negotiable features in the act, failure to do as prescribed, becomes unlawful
- (i) Sec 2(1)(i)(xiii) best practices and minimum norms and standards in relation to delivery and management of social housing
79. **Sec 2(1)(i)(xvi) the use of public funds in a manner that stimulates or facilitate private sector investment and participation in the social housing sector** -As shown and shall be shown further, the mismanagement of finances by Communicare, the hiking of rent to market related rentals, is unlawful.
80. **Sec 13(8) A social housing institution must comply with all the provisions of the Act in terms of which it was established and any other applicable law, and any contraventions of said provisions may result in its accreditation being withdrawn-** Its high time that the status of Communicare being a social housing Institution, be reviewed and withdrawn, as it no longer serves the interest of the beneficiary of the programme, the benefits are used by the members of Communicare , these becomes clear as you observe their spending patterns
81. **Sec 21 of the Companies Act and Non-Profit Organisations Act Sec 14(1)(d) *re-invest operational surpluses generated as a result of funding provided in terms of social housing programme.*** Communicare does not operate as per the dictates of this provision, see below the financial priorities, how much of the entire budget goes to salaries and how much of the remaining profits, get directed to paying its members an extra R40m, taking the total cost of salaries to

about 60% of the budget. The operational surpluses generated are not re-invested back to the social housing programme, only a mere 16% gets re-invested, again showing that Communicare's current objectives and mission is to enrich themselves and exploit the tenants, depriving them of the benefit which the law and the programmes, which are designed, are meant to benefit.

82. ***Sec 14(1)(i) seek permission from the Regulatory Authority for the sale of any properties in their ownership on the basis that such sale will not endanger the security of tenure of existing***
83. residents meeting the conditions of their tenancy and that the proceeds will be used to provide social housing;
84. Sec 14(1)(j) seek permission from the Regulatory Authority for any merger or separation of social housing
85. Here it is clear that this act, especially Sec 2(1)(xvi) talks about the use of funds being driven for stimulation or facilitation of private sector investment and participation in the social housing provision. The whole idea emanates from the fact that the funds in the non-profit organisation's purse are from donations and funding from the private and government and thus must be spent in a prescribed manner as stipulated by the provisions.
86. Communicate ought to comply, they do not pick and choose the provisions of the act, the provisions are binding and are mandatory, as Sec 13(8) of the Social Housing Act puts it.

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87. **The proceeds must be to strengthen the social housing project not to move away and build a market related rental schemes, as Communicare is clearly doing, not to redirect the mission and objectives to something else.**
88. **Prima facie right** - The Applicant and all its members' right to adequate housing, to dignity, right to life and right to bodily and psychological integrity would be severely affected by the continued disempowering of Communicare, who is supposed to make sure that the property of Ruytewacht is kept secured for the benefit of the people, the transfer of the assets from Communicare to Goodfind, is weakening the security for us as people staying in these properties, rental increases in pursuit of more profit, has already started and would continue unabated. We will lose and be homeless. The Inhumane and degrading treatment by Communicare to us, by weakening the social housing project, will continue if not stopped by this honourable court.
89. **Reasonable apprehension of irreparable harm**- If the Applicant are correct that it is unlawful for Communicare to transfer the properties to Goodfind, then the harm to the Applicant is very dire, it would be impossible to secure tenure for the most vulnerable, the economically weak tenants, who were intended to be protected by the provisions of the Act, if there are no assets and properties left to Communicare, then the operations of Communicare would cease.
90. **Irreparable harm**- there will not be any alternative remedy for reasons already canvassed above, the properties under Goodfind, could be sold to someone else and we would not have place to stay, if we don't lose our housing, we would be slapped with market related rental, the trend is already evident, where our rental is beyond our affordability level.

91. **The balance of convenience** – We respectfully contend that the balance of convenience favours granting the relief
92. Again, in the alternative, if the court is not minded to grant an interdict, the Applicant seek comparable relief in the form of a declarator

93. **2ND PRAYER AND ITS ARGUMENT**

DECLARE unlawful the

PRAYER 2.2 Threatening of the members of the Applicant who are refusing to sign the new contracts under Good find Properties with high rental increases and the actual pushing rentals to levels of market related rentals, claiming tough economic times for Communicare, and enticing the community with reduced rental and with less increases, causing conflict amongst members of the community; while misappropriating the finances through maladministration.

Brief overview

94. From Communicare's correspondence to residents, see **annexure AH**, on its letter head, that the Ruyterwacht community was built via state subsidy, secondly it was built through donor funding, see the following;
95. Ruytewacht, see **annexure CC1.11**, was established in 1929 by Zerilda Steyn, an American who was a social worker who worked tirelessly for urban housing for disadvantaged people, "After being appointed secretary of the British and Foreign Bible Society (BBBG) IN 1922, she was able to devote most of her life to social work. At that time about 30% of the whites and more than 70% of the brown inhabitants of South Africa were in need.

96. With great dedication and energy, she has taken on her task to improve the destiny of poor people. IN 1929, she was a founding member of the Municipal Housing Council in Cape town and responsible for the establishment of the model village of Good Hope, the garden village of Eppingtuin(later renamed RUYTEWACHT), the suburb of Thornton and Lavistown, named after Bishop Lavis for many years Board of the BBBG”
97. “Mrs Zerilda Steyn built the houses and Rev. Steyn put the Bible therein”, Ruytewacht was built firstly for 70 families in this neighbourhood on the 7 September 1939. “Later the Housing Association’s utility company favoured land for construction of churches and houses”, The church which was also assisting, had incurred the cost of \$5000 on good faith and the Dutch Army’s General Army Commission had provided the security
98. “The Housing Association as was established by Zerilda Steyn and others immediately began to bring public attention, through speeches, lectures and articles in the newspapers, the conditions in which a large proportion of the white and brown population of Cape Town lived. Due to heavy pressure, the city council had to plan plans to cope with problem. The case was also discussed in Parliament and \$1million was made available to municipalities for the construction of dwellings of limited size and cost.
99. The Housing Association established its own private equity company in 1929, and the company has made government loans available for the construction of houses. In 1953 the company already built more than 3000 houses. Prof. Erika Theron wrote in 1959; These homes can be considered as a monument to the insight the ACVV has shown in this problem and the initiative taken by the association”

100. The principle of separate neighbourhoods was only legalized in 1950 when the Goup Area Act was adopted, although its application was not fast due to practical problems. In time, the Urban Housing Association has collected an amount of \$5million to provide 7000 homes with 20 000 white and brown. Modelling such as Koeberg, Eppingtuin, Thornton and Matroosfontein were established in this way.”
101. Since its inception, the Ruyterwacht project was paid up and this then mean, Communicare was making profits all the way, through the taxes as well as the subsidies from government and the discount such as the one on **annexure AAE**, where the City of Cape town has sold land worth R144m to Communicare for only R1.8M , buying it for 1.25%, a 98.75% discount, clearly a handover of such expensive land, and by the collection of the rentals, 100% profits. These are the benefits that ought to benefit people on the ground, but they don't reach the people intended for. See annexure AAG, where an extra R80m subsidy given to Communicare by the City of Cape Town, all these monies are because Comminicare purported to be a social housing delivery agent.
102. The buildings are old and dilapidated, there are no over- heads, there is currently no maintenance taking place as Communicare has successfully contended that its contracts with the tenants does not oblige it to do it, but it is the tenant's obligation to maintain the properties. See **annexure AZZ, pictures of the dilapidated old buildings**
103. **As cited in the financial statements especially the 2013 and 2018, the real concerns and frustrations of Communicare are evident therein and that is why the disregard of the laws. see Page 10 by the Director of Social Housing &Community Development)**

104. **Communicare has 3374 Social Housing rental units for the benefit of our tenants , on second paragraph “to sustain Social Housing as a core business of the company, a credible business model is required, improving collaboration between key Departments to ensure effective delivery of services to our tenants.” Different departments working with Communicare, ie Property Department, Finance Department on billing and credit management, Marketing and Public Relations Department, Information and Technology Department**
105. **Partnership with the City of Cape Town, Provincial Government, a member of the Provincial Steering Committee (PSC) which coordinate policy and programme for Social Housing projects to qualify for the Restructuring capital grant funding and Institutional subsidies. A member of National Association of Social Housing Organisations (NASHO)**
106. **INCOME BANDS- “In terms of the current Regulations, tenants can only qualify for Social Housing if the have a combined income not exceeding R7500 per month. this income band has not changed since being introduced prior to 1994, a static income band has several impact on Social Housing Institutions. Firstly it caps the amount on rent charged despite the operating and management costs to provide to provide sustainability rental opportunities . Secondly, it does not take inflation into account and will in essence discourage Social Housing participation in new RCG Projects”**
107. **“If current rental income targets remain unchanged, a rental stress test model we have formulated and applied shows that it will not be possible to sustain current management of the two RCG funded housing projects, given the gravity of the situation, we have raised the matter directly with SHRA as well as through NASHO.”**
108. **Performance Report-“not-withstanding the challenges , the department continues to perform well, rent collection is 98%,**

vacancy 1%, tenants who experience evictions due to loss of Income due to retrenchments , housing benefits are activated, reduction for 3 months.

109. See **annexure AK** paragraph 2.3.7 where the lack of Maintenance is addressed as “ **As confirmed by the SHRA, all Social Housing units are being maintained , in terms of the remaining stock,**
110. **Communicare** has informed tenants that they shall be enforcing the terms of their lease agreements, which states that tenants are responsible for internal maintenance and **Communicare** is responsible for external maintenance. This is consistent with the **Rental Housing Act**”.
111. The **First Respondent (Communicare)** raised the rentals to market level, thus moving away from its initial mandate, that of assisting low income households, the social housing project, clearly working themselves outside of the stringent measures and obligation as posed by both the act and the agreements they spoke about in their financial reports., also not assisting tenants as their own policy dictate, let alone the act..
112. See **Annexure AZ1- Liziwe Ncayo** , I was sent on the 20th March 2019 a Cancellation and Notice to Vacate, without furnishing reasons to me, I was up to date with my rental of R5500 A month as far as I was concerned, the contract was entered into in 2009 at a rent of R2200. It has doubled now to R5500 currently.
113. See **Annexure AZ2- Philile Magqo**, received a termination and cancellation letter, his contract started on the 1 October 2007, was not in arrears with his R5500 monthly rental, started at R2200 a month, now doubling to R5500.

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114. See **Annexure AZ3- Ntabiseng Qutsu**, on the 20 March 2019, received a letter of Demand for Settlement of Arrears, Failing which Confirmation of Cancellation and Notice to Vacate, contract entered into on the 3rd of June 2014, Initial Rent was R2773.03, currently paying a Rent of R4800, the arrears R8255 which needed to be paid within a month. This arrear is 1 and half rental, which was due, no assistance was given, no three months holiday of non- payment as was in terms of the policy but immediate cancellation and threats of eviction processes
115. **Annexure AZ4- S Arendse** , he received his termination letter on the 13 February 2019 , his contract was entered into on the 22 May 2016, His initial rent amount was R5103, currently R6500, the Arrears was at R14878, these arrears are 2 months of rent, no assistance was provided to the family and try to see why the arrears But just sending the cancellation letter , if the arrears were not paid within a month
116. **Annexure AZ5 –Inko Aime Mbulu**, he received a termination letter on the 13 February 2019, he entered into a contract on the 24 August 2018, Initial Rent R5342, currently paying rent of R6500, Arrears that are being demanded are R16 716, 2 months of rent being owed, no assistance being provided by Communicare to this family.
117. See **Annexure AZ6- Marthe Monse Mboyo**, on the 18 November 2019, received a letter of Demand for Settlement of Arrears, Failing which Confirmation of Cancellation and Notice to Vacate, contract entered into on the 2nd December 2010, Initial Rent was R4000.03, currently paying a Rent of R6500, the arrears R8255 which needed to be paid within a month. This arrear is 1 and half rental, which was due, no assistance was given, no three months holiday of non- payment as was in terms of the policy but immediate cancellation and threats of eviction processes
118. See **Annexure AZ7- Mayimona Nganduna** on the 15 April 2019, received a letter of Demand for Settlement of Arrears, Failing which

Confirmation of Cancellation and Notice to Vacate, contract entered into on the 21st October 2018, Initial Rent was R7460.03, currently paying a Rent of R7460.00, the arrears R15947 which needed to be paid within a month. This arrear is 2 months rental, which was due, no assistance was given, no three months holiday of non- payment as was in terms of the policy but immediate cancellation and threats of eviction processes

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120. **Annexure AZ9 – Nondumiso Mntuzula** on the 18 February 2019, received a letter of Demand for Settlement of Arrears, If that fails then , Confirmation of Cancellation and Notice to Vacate, contract entered into on the 21 March 2017, Initial Rent was R3969.03, currently paying a Rent of R6460.00, the arrears R23986.27 which needed to be paid within a month. This arrear is 3 months rental, which was due, no assistance was given, no three months holiday of non- payment as was in terms of the policy but immediate cancellation and threats of eviction processes.

121. Because the rentals where now at market level or even more, as soon as we got to the red side, where one falls into arrears, it was difficult to catch up, where you can pay high rent and the arrears, secondly when the issue of forcing people to sign new contracts with Goodfind, which we knew was for profit making and stealing the assets that ought to secure our social housing and strengthen tenure, we then

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decided to stop paying rent and save it in a trust account, so that we could hand over as soon as we reached an amicable solution.

122. Our paying was not ~~insisting~~ ^{Assisting}, because whilst people were paying the rentals, because they were owing a month rental in arrears or because of the high increases in terms of the rental increases, it was becoming common for our members to still be evicted even though they were paying, as shown above, there was not even a need to be in arrears, they did not need to furnish you with reasons why they were terminating contract, if Communicare did not like you, then it would be finished with you, if you were refusing to sign the new contracts, then you would be targeted and your financial situation be used against you and evict you.
123. There are many people who signed these new contracts who were not experiencing rental increases and harassed with evictions, whose contracts were not terminated.
124. See annexure AG, under ANNUAL RENTAL INCREASES 2018, "as per the letter communicated to tenants by Communicare on the 30 April 2018, "Good find Properties has decided to keep annual increases at 9%" This uniform application being done without looking at the financial position of each tenant, thus having a very severe strain on the people who are already in financial distress
125. The Good find project is the best vehicle to carry this new found mandate, of profit driven agenda and using the vulnerable people and throw them under the bus, see annexure AG1, a letter sent on the 25 July 2018 to tenants, where the community was informed about this new Good-find Properties' project and new contracts with the increases. These increases are done in such a way that it forces those tenants who do not want to sign the new leases under Good-find Properties, thus intimidating them and forcing their hand. The following was written;

126. (a) those who did not sign the leases being given only one-month grace period, "This is the final benefit that can be provided to the tenants who have not signed their new leases" but those who signed the following is said
127. (b) *"We thank all those tenants who have already signed their new leases with Good-find Properties during the month of June and July. As communicated with you, those who have already signed leases with Good-find Properties will have a 6- six month saving as the increases will only take effect on the 1st January 2019. All those signing leases in August will be afforded the same benefit and have six months saving of the increases"*
128. No meeting was called by either Communicare or Goodfind to explain this complex, important development. But one can clearly see the increases being applied differently and targeted to specific tenants who are seen to be resisting, this without taking regard of financial implications but applying this policy to pressurize and intimidate tenants, thus contravening the provisions of the act as displayed above.
129. "What increase can one expect after three years?" ANS "not sure"
"Why is my rental increase not what I expected?" ANS "The discount on your unit compared to the rest of the market, has fallen away, your increase is based on this gap and is to close this gap, the percentage increase each year is to close this gap, the market rentals are based on the rents being charged for the other comparable rental property in the area."

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130. "Why did Communicare start new company Goodfind?" ANS "***Communicare is transferring its properties into the entities so as to improve the way we manage these properties and so as to achieve our purpose***" This transferring of the properties must be seen for what it is, not as what Communicare is describing above, the reality is that the intention is to operate outside the boundaries of Social Housing Act and those of Non-Profit Organizations Act, which limits and prevents stealing of the people's monies.
131. Clearly Goodfind's main motive and mission is to close the gaps between the market rentals and the social housing schemes that are run through the Communicare project as dictated by the provisions of Social Housing Act.
132. To also deny that Ruytewacht community members, as part of the social housing scheme, they have disputed that Ruytewacht is a low income area, with very old 1929 year buildings falling apart, that its tenants earn from R3000 to R7500 as per the Social Housing qualification criteria, that Ruytewacht community members including the members of the Applicant, are deserving of the reduction in rental, Concessions and rental holiday schemes.
133. But at public platforms the CEO and other Communicare members, refer to Ruytewacht, as a very low-income community, deserving assistance. see annexure A, Communicare CEO's affidavit, paragraph 22 **"Communicare provides 3374 rental housing units to diverse people, including those with very low incomes. These locations include Brookly, Thornton, Ruytewacht, Bothasiq, Deep River"**
134. The issue of rental increases has been taken with Rental Housing Tribunal, who do not seem to be able to deal decisively with communicare and Good find's increases. Yes, the Rental Housing

Tribunal has come on record and found that Communicare and Good find's actions are unlawful, a case where

135. The issue of the exorbitant increase in rent has always been a public phenomenon which the whole community was experiencing, people took the Communicare to the Rental Housing Tribunal to look into this conduct, see **annexure AJ** where an article is talking about people
136. An elderly tenant by the name John Adams who rented since 1998, RHT Ruled that increases by the applicant were unreasonable and unlawful. Adam George in 2011, his increases were by 47% and 27% in 2012 and 17% by 2013 and increases by 10% yearly, WCHRT ruled that increase be backdated and adjusted accordingly to the consumer price index inflation rate from 2010 onwards.
137. Communicare operates ruthlessly and outside the confines of the law, they are the law unto themselves, showing no regard of the constitution, the Social Housing Act, NPO Act and the Companies Act. As result of all these, myself and all the community members, were uncertain about all these developments and the forcing of a new contract upon us, these types of increases affected all of our members.
138. The members of the Applicant are paying more than other tenants are paying in market related areas, our rentals have been pushed to more than what we can afford and operate outside the social housing dictates. See **annexure AZ1 TO AZ10**, these are **Termination letters to the RCA' members**, you will see how much the initial rental signed for, but all those rentals are currently 60% to 100% more than the initial rental, thus making the rental more than the market rentals, in far better places in the areas of Goodwood, Parow, Thorntorn. Currently tenants are paying R4000 up to R8000 per month, see **annexure AZA**

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139. see **annexure AK**, petition by tenants to the department of Human Settlement head, HOD (Thando Mguli), where 2.2.1 page 5 explains what is Social (Rental) Housing; Its explained as follows;
140. ***Institution accredited Social Housing Institution as legislated, Rental charged through Social Housing is estimated to be 50% less than that charged for the same opportunity in the private sector.*** The 50% that the Human Settlement is talking about is non-existent, rather , the rent which is being charged is far above the market private rates, see **annexure AK1**, what is the market rentals for similar flats, houses in the nearby areas of Goodwood and Parow, which are far better than the dilapidated old properties which are being leased from Communicare

Annexure AK continues to explain

141. ***The primary funding mechanism of the programme is through the application of the Government Restructuring Capital Grant (RCG) SUBSIDY, which is linked to the institutional Subsidy.*** These subsidies ought to reach the intended tenants, who are supposed to be the beneficiaries of these schemes, not Communicare and its members, these subsidies should assist in keeping the rentals to very low levels, so as to be reasonable and affordable to the needy people,
142. ***This is a capital grant to an institution, and not filed to any one specific individual.***
143. ***Together, they contribute about 64% of the capital costs per project. The Social Housing Institution thus needs to fund the approximate remaining 36% of any project, through equity and/or development funding.*** Communicare funds the remaining 36% of the project, this in

a very low target for two or more reasons, i.e., Communicare inherited these properties, they are fully paid up through government and private funding, it is a very old project with no costs other than municipal costs, electricity, and the maintenance, which does not feature any more.

144. Social Housing Act, deals with these issues and demands that a social housing institution must do the following; Sec 2(1) (a) ***ensure their respective housing programmes are responsive to local housing demands , and special priority must be of given to the needs of women, children, child-headed households, persons with disabilities and elderly;***
145. Communicare cannot just close the gap of the social housing schemes, by pushing rentals to levels far above the market rentals, the provisions of this sections, obliges them to be responsive to the local housing demands, giving priority to the needs of women, children and the elderly, when Communicare says they can no longer afford the 1920's mission and objectives, then it means they must hand over the running of the people's social housing scheme and leave the provision of adequate reasonable affordable housing to more capable hands, We can run our own project more successful that what is currently happening.
146. Sec 2(1)(b) ***support the economic development of low to medium income communities by providing housing close to job, markets and transport and by stimulating job opportunities to emerging entrepreneurs in the housing services and construction industries;***
147. Communicare must support the economic development of low to medium income communities by providing housing close to jobs,

Ruytewacht is one of such projects, Communicare's action of increasing rental so high, is against the spirit of this section.

148. Maintenance is not carried by Communicare anymore, stating that the contract entered into with the tenants is saying that the tenants must deal with their own , but see Sec 2(1)(c) ***afford residents the necessary dignity and privacy by providing the residents with a clean healthy and safe environment;***
149. The above section stresses the fact that all actions by Communicare ought to be dignified, there cannot be a justification for the exorbitant rentals that the members of the Applicant must be made to pay, especially when the following actions by Communicare are evident see **annexure AL**, as per the audited financial statements of 2018
150. Financial position by Communicare is strong, operating as a profit-making institution, look at their actions,

This is how the R174 m revenue was spent or the following is the spending all these years, these are the patterns/ trends as per the Statement of Comprehensive Income and Value-Added Statement page 36 and 35 of the annexure AL

151. Over and above the Salary costs which are (Staff costs R36,9m plus Personnel costs R3m and Support costs R14,9 m)
Total Salary costs= R55m under Expenses
152. **Value Added Statement** reflects an additional costs going to Executives, Directors and Employees salaries or bonuses, the profits/ reserves get distributed in the following manner (a) R10m going to management (b) R29.9m to employees. **THIS MAKING THE TOTAL**

SPENT ON SALARIES BEING R95m of the R174m total Revenue, which is about 60% of the total revenue being channelled through salaries,

153. Only R28,6 being retained for investments
154. Only R2m to Social Investment (Community projects R600K, Indigent subsidy R1m and Study bursaries R300k)
155. the 2018 Annual Report, gross profit of R144m, 7% higher than previous year, 98.8% rental collection rate,
156. property sales increased by 100% from R25m to R47m from 2017 to 2018
157. Total revenue increases by 17% to R175m
158. Rental concessions and relief to tenants only R1.16m
159. Non –distributable reserves are R2,3 billion as at 30 June 2018, increasing exponentially every year
160. Financial position of the company continues to improve see the report at page 36 of the **annexure AL**
161. The financial report shows a very worrying picture of financial mismanagement, maladministration by the executives, disregard for the Non Profit Organizations Act and Social Housing Act, which clearly makes clear provisions as to how the finances of non- profit organisations ought handle and spend finances, the finances ought to benefit the people it was intended for, Communicare’s objectives are clear, that they are assisting in the affordable housing schemes, this is how the funding, donations and subsidies to them were granted, for them to now spend 60% of the revenue for salaries, 50% of real profits also being channelled back to its executives through distributions is unlawful and contravention of the above stated provisions.

162. The increases to the rent being charged, to more than market rates is thus unjustifiable , the increase in prices of municipal rates (water account and rates) which are said to have increased, are not the real reason, but the quest to want to make money for themselves.
163. See **annexure AM**, the list of the members of the Applicant, the current rentals they are paying, which are far above even the market, private rentals, which have been pushed to these levels unjustifiably so, at R4500 to R7500 a month)
- 164.
- (i) **Kennedy Rosie, is one of the members, a pensioner, who started to stay at Sakabula Flats, started with the rent of R680 per month, currently paying R3371**
 - (ii) **Kibi Wethu, a pensioner who was evicted on the 28/08/2019, because he could not pay the arrears, he owed**
 - (iii) **Monique Carstens, who is disabled and working temporal work as a casual currently being harassed with eviction proceedings**
165. The objective of Communicare is not to enrich itself through exorbitant salaries, as if its core business is salaries, only 16% of the profits funds is being reinvested back to the core business. This means that Communicare's objective is to pay its members huge salaries.
166. Companies Act of 2008 and Non Profit Organisations ACT 1997, see **annexure AH2** - provides the following **Section 12(2)(c)** The non-profit organisation must-
- (a) state the organisation's main and ancillary objectives

167. **(b) state that the organisation's income and property are not distributable to its members or office –bearers, except as reasonable compensation for services rendered;** the act is clear that no property or profit must be distributed to its members.
- (c) ensure that the members or office-bearers have no rights in the property or other assets of the organisation solely by virtue of their being members or office bearers***
168. (d) provide that when the organisation is being wound up or dissolved, any assets remaining after all its liabilities have been met, must be transferred to another non-profit organisation having similar objectives.
169. Sec 18(1) Every registered non-profit organisation must, in writing, provide the director with (a) a narrative report of its activities in the prescribed manner together with its financial statements and accounting officers report as contemplated in section 17(1) and (2) within none months after the end of its financial year
170. Communicare and Good Find have disregarded these provisions, and have put profits above the interests of the vulnerable people of the society, by channelling the organisations income by distributing it to its members or office –bearers, not through reasonable compensation for services rendered, but by unjustified enrichment self and its members, by taking more than 60% of the budget to salaries and 60% of profits being distributed to the members. Thus the pushing of rentals to market is not justified and remains unlawful and acts against all the objectives of the people who started the social housing project in 1929 and against Social housing Act including working against the provision of adequate housing as enshrined in the Constitution. Prima facie right - The Applicant and all its members' right to adequate housing, to dignity, right to life and right to bodily and psychological

integrity would be severely affected by the continued disempowering of Communicare, who is supposed to make sure that the property of Ruytewacht is kept secured for the benefit of the people, the transfer of the assets from Communicare to Goodfind, is weakening the security for us as people staying in these properties, rental increases in pursuit of more profit, has already started and would continue unabated. We will lose and be homeless. The Inhumane and degrading treatment by Communicare to us, by weakening the social housing project, will continue if not stopped by this honourable court.

171. **Reasonable apprehension of irreparable harm**- If the Applicant are correct that it is unlawful for Communicare to push the rentals out of social housing levels, but to market, thus threatening the continued existence of the programme, then the harm to the Applicant is very dire, it would be impossible to secure tenure for the most vulnerable, the economically weak tenants, who were intended to be protected by the provisions of the Act, if there are no assets and properties left to Communicare, then the operations of Communicare would cease.

172. **Irreparable harm**- there will not be any alternative remedy for reasons already canvassed above, the properties under Communicare/Goodfind, are currently run in such a way that we are not affording them, we are slapped with market related rental, the trend is already evident, where our rental is beyond our affordability level. Our income is never taken into account. This then pushes us out, that is why evicting us is now the project undertaken by the First Respondent.

173. **The balance of convenience** – We respectfully contend that the balance of convenience favours granting the relief.

174. Again, in the alternative, if the court is not minded to grant an interdict, the Applicant seek comparable relief in the form of a declarator.

3RD PRAYER AND ITS ARGUMENTS

175. **PRAYER 3.** Declare the Termination of contracts for all the members of the Applicant who insist that the transfer is unlawful and who refused to sign the new contracts under Goodfind Properties; by invoking the cancellation clause.

Brief Overview

176. The work of government, especially the Human Settlement Department , with the Provincial and Local municipality is to provide adequate affordable housing to the most vulnerable of the society, the department has established various programmes directed at realising these obligations, including Social Housing schemes and regulating these through SHRA, as dictated to by the Constitution, Sec 26
177. SHRA and the department of Settlement have failed to protect the people from Communicare's unlawful actions, including the actions of unilaterally terminating the contracts of the members of the Applicant, who are beneficiaries of social housing programme. when there was a clear resistance from the members of the Applicant, then an attitude of marginalising them and treating them badly was evident, the termination clause was activated, which termination clause is unfair and reverses the entire objectives and the dictates of the Constitution and other provisions, including the Social Housing Act, which seek to

protect the most vulnerable, the marginalised and the poor of our society.

178. Communicare and government ought to do the following as the act provides.

Roles and Responsibilities of National Government and Communicare, which have not been adhered to;

Section 3(1) National government, acting through the Minister, must

179. Social Housing Act, Sec 3(1)(b) ***ensure compliance with its constitutional responsibilities;***

180. We have a right to housing as per the constitution, section 26 of the constitution, protects this right, government through its subsidies and tax relief programmes and supporting NGO such as Communicare, through social housing institutions, is ensuring that these rights are realised and protected

181. The First Respondent's actions are clearly to reverse this and stand on the way of provision of adequate housing with the quest to making more profit for itself, using all the assets which they have gained through the Communicare NGO vehicle to Good-find vehicle.

182. Rational of the Act is that Housing as a basic necessity of life, the state is forced to interfere in the market and introduce legislation protecting economically weaker parties against exploitation, this the state has done But has failed to make Communicare to account

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183. Constitution Section 26(2) *“Obliges the state but the impact of this right is not solely on the state, i.e., it imports an inhibitory duty not to impede or impair access to housing” point 32 page 18 in the Grootboom, the court held that “this right imports a negative obligation upon the state and all other entities to desist from preventing or impairing the right to access to adequate housing”*
184. The law does not permit the landlord to use the bare power of termination to frustrate and intimidate tenants to silence them. The Constitution, Contract law and public policy, are all against this notion.
185. (a) All the members of the Applicant entered into contracts with Communicare, the majority of the tenants have been staying at these properties for more than 10 years, some have been staying more than 20 years.
186. (b) Each lease was to run for a specified period, during which the landlord could terminate the tenancy for breach. After correction of breach, the lease would continue on the same terms, subject to termination by either party (Landlord or Tenant) on a specified period of written notice, see **annexure AV**
187. (c) All the leases were entered into with Communicare, some of the tenants did sign new leases with Good find, some of the unusual clauses on the leases, is that the maintenance of the building was to be done by the tenants themselves.
188. (d) The Applicant lodged a complaint with the Western Cape Rental Housing Tribunal in 2018 for Intimidation and victimizing tenants and threatening to evict, Unfair and exploitative rental and services charges

189. (e) A mediation hearing was held, and nothing came out of it, before the matter could be taken for Arbitration, to stop the Applicant from its questioning and challenging Communicare, then termination letters and eviction processes was initiated by Communicare, see
190. (f) See **Annexure AZ1- Liziwe Ncayo** , I was sent on the 20th March 2019 a Cancellation and Notice to Vacate, without furnishing reasons to myself, I was up to date with my rental as far as I was concerned, the contract was entered into in 2009. Paragraph ... indicated that "Please note that no indulgencies will be given and you will be liable for all further legal costs
191. (g) See **Annexure AZ2- Philile Magqo**, received a termination and cancellation letter, his contract started on the 1 October 2007, paragraph 2.2 "Lease shall remain in force until either party terminates by giving 2 clear calendar months' notice in writing to the other", notice month 1 April 2019 and 31 May 2019
192. (h) See **Annexure AZ3- Ntabiseng Qutsu**, on the 20 March 2019, received a letter of Demand for Settlement of Arrears, Failing which Confirmation of Cancellation and Notice to Vacate, contract entered into on the 3rd of June 2014, Initial Rent was R2773.03, currently paying a Rent of R4800, the arrears R8255 which needed to be paid within a month. This arrear is 1 and half rental, which was due, no assistance was given, no three months holiday of non- payment as was in terms of the policy But immediate cancellation and threats of eviction processes
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provided to the family and try to see why the arrears But just sending the cancellation letter , if the arrears were not paid within a month

194. (j) **Annexure AZ5 –Inko Aime Mbulu**, he received a termination letter on the 13 February 2019, he entered into a contract on the 24 August 2018, Initial Rent R5342, currently paying rent of R6500, Arrears that are being demanded are R16 716, 2 months of rent being owed, no assistance being provided by Communicare to this family.
195. (k) See **Annexure AZ6- Marthe Monse Mboyo**, on the 18 November 2019, received a letter of Demand for Settlement of Arrears, Failing which Confirmation of Cancellation and Notice to Vacate, contract entered into on the 2nd December 2010, Initial Rent was R4000.03, currently paying a Rent of R6500, the arrears R8255 which needed to be paid within a month. This arrear is 1 and half rental, which was due, no assistance was given, no three months holiday of non- payment as was in terms of the policy But immediate cancellation and threats of eviction processes
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198. **(n) Annexure AZ9 – Nondumiso Mntuzula** on the 18 February 2019, received a letter of Demand for Settlement of Arrears, If that fails then , Confirmation of Cancellation and Notice to Vacate, contract entered into on the 21 March 2017, Initial Rent was R3969.03, currently paying a Rent of R6460.00, the arrears R23986.27 which needed to be paid within a month. This arrear is 3 months rental, which was due, no assistance was given, no three months holiday of non- payment as was in terms of the policy But immediate cancellation and threats of eviction processes
199. **Communicare is no ordinary private business which provides rental units But is a housing agent, which has gone around claiming to be providing social housing schemes, is working with government in fulfilling its Constitutional obligation of providing housing to the most vulnerable, the benefits including subsidies the are getting from government, make Communicare part of government and must thus be treated as a partner to government and must not be allowed to treat the most vulnerable any way the like, intimidate and frustrate them as they like.**
200. **The type of rental that the poor people are made to pay is too much, as reflected in the 10 cases, the people are currently expected to par R4400 TO R7500 rent a month, thus spending 80% of their income on rent and water and electricity, this is an unfair situation and requires immediate protection from the Courts and government.**

201. "The Rental Housing Act also precludes Communicare from what it has done, the provisions of the act creates a finely balanced mechanism to resolve disputes between Landlords and tenants" That either party to the contract, must go to the Tribunal to iron out their differences, Communicare , wanted to short circuit the process, by just terminating the contracts, without taking the necessary steps as per the provisions of **Sec 3(1)(c) of Social Housing Act addresses the issues that affect the growth, development or sustainability of the social housing sector.**
202. The termination of the contracts without valid reasons to some of the members of the Applicant and terminating the contracts for arrears
203. of one, two to three months without firstly activating policy and taking into account issues of development and sustainability of the social housing. Without looking at Communicare's own policy of Concessions, 3 Months rental holiday and downsizing if possible.
204. Social housing is not like the other private rental projects, this projects secures the tenancy of the tenants and protects the most vulnerable of the society it seeks to service, the whole object of the scheme, is directed at making sure that the provision of adequate social housing is not hindered by any acts of intimidation by the landlords, a more stricter burden is put on the shoulders of the landlords of these properties which are social housing Institutions, by the provisions , all in the protection of the most vulnerable people, government and private funding has been the foundation of these properties and continue to be, thus no landlord or caretaker, must intimidate and act with impunity, as they like when it comes to the beneficiaries of these schemes.

205. **Sec3(1)(e) *institute and fund the social housing programme to promote the development and supply of social housing stock for low to medium income persons;*** If tenants are not able to pay the rent for one reason or the other, then the funds that are always pumped in by the Regulator and Government , ought to assist the poor tenants, by providing holidays, relief programmes, restructuring and capacitating the tenants and not just terminate the contracts, otherwise this approach, reverses all the gains and has dire consequences for government and the Social Housing Institutions
206. **Sec3(1) (g) *establish capital and institutional investment grants;*** These grants are intended to benefit the most vulnerable, not to enrich Communicare and its members, through payment of huge salaries and distribution of profits back to its members.
207. **Sec3(1) (h) review annually and approve the social housing investment plan and the social housing regulatory plan.**
208. **Sec3(1) (i) allocate funds from the Department's budget for the operational costs and commitments of the Regulatory Authority in accordance with the approved social housing investment plan and the social housing regulatory plan, respectively;** If this was to be followed correctly, none of the termination of the contracts, based on arrears (1 to 2 months arrears) would have been allowed, especially in places like Sakabula Flats and the entire Ruytewacht housing projects, where the properties were fully paid for in the 1920's, in these projects , there are no costs, especially when the maintenance programme is not operational
209. **If Communicare is not part of the Social Housing Institution for the Ruytewacht properties, it is out of its own frivolous intents, it is its choice , these properties are paid for, started in 1929 and the funding**

and the objective was very clear then and should be clear and relevant even now, the state of these buildings is very bad, as it is very clear that Communicare is failing to maintain them with the lot of rental collection, then Communicare should be using the subsidies that are given by government, if they are doing it for other places, then it must be also true for the poor place of Ruytewacht.

210. If they are currently getting funding , subsidies for Ruytewacht from Government, then that money must benefit the people by reducing the current rentals being paid by the members of the Applicant by 50% to 80% so that the facility can truly be a social housing scheme, not the money making scheme that it currently is, equal with the market. Just the fact that these properties were fully paid for, qualifies the Ruytewacht project to be a social housing scheme, the objectives for its existence, should be activated.

211. Determine norms and standards to be adhered to by provinces and municipalities

Roles and Responsibilities of provincial government in working with Institutions such as Communicare

Section 4(1) Every provincial government through its MEC, must

Sec3(1) (a)Ensure fairness, equity and compliance with national and provincial social housing norms and standards. The issue of fairness, goes a long way in reducing the plight of the people

Sec3(1) (b)Ensure the protection of consumers by creating awareness of consumers rights and obligations; Communicare's responsibility is the same as the government's responsibility and obligation, as the law provides, the tenants of Communicare, must always be protected and be given safe passage, If Communicare fails in protecting the rights of the marginalised people, the Social Housing Regulator, and the entire government, must take steps to solve these matters

Sec3(1)(c) Facilitate sustainability and growth in the social housing sector; without making sure that the growth programme to sustain the programme, it cannot be seen to be effective.

Sec 3(1)(d) Mediate in cases of conflict between a social housing institution or other delivery agent and a municipality, if required; Where conflict is evident, as it is in this case, Government needed to have been pro- active in resolving the issues arising from those disagreements, but clearly, they have failed, choosing to take sides by aligning themselves with Communucare.

212. **Sec 3(1)(f) Monitor social housing projects to ascertain that relevant prescripts, norms and standards are being complied with;** Communucare and Goodfind cannot be allowed to act with impunity, Government should have been actively involved, taking a charge and lead in the operations of Communucare
- (g) Approve, allocate and administer capital grants, in the manner contemplated in paragraph in the social housing investment plan, in approved projects;
213. Communucare's and Government actions as per the above-mentioned facts, creates a situation of homelessness, disregarding their mission and purpose, that, which of supplying adequate social housing to the most vulnerable.
214. Communucare has an obligation not to impede, frustrate the right to housing, as an agent of social housing in terms of the law, Communucare allowed itself to be supported through subsidies, private donors and government assistance through tax incentives, to be able to provide social housing to the most vulnerable.
215. The understanding by Communucare that they can do as they please and act outside of the law, just because they are controlling the social

housing project, is not correct, and seek to reverse the very goal and mission that they swore to uphold.

216. Communicare remains with the duty as they purported to do, that of having a responsibility of providing social housing. Communicare's assets which were derived through donation, government support. Then when Communicare wants to establish a new business model under the Goodfind, with a profit-making objective, then its assets must be financed by other means, not through stealing NGO (Communicare) assets.
217. The actions by the Communicare are against public policy. The Cancellation clause in the contract, is not lawful and reverses all the protection as
218. These actions are unfair and unreasonable and therefore unlawful in terms of the constitution and all other statutes.
219. The Courts must help in the development of policy to deal with the cancellation clause which clearly reverses the Constitutionally enshrined rights, the Maphanga case also noted this and asked the very same important questions.
220. **The Constitution section 26(1) right to security of tenure obliges the state including its regulators like SHRA and its Social Housing Institutions, to take reasonable measures, but does not bind private persons,** But our contention is that Communicare is not private as far as the Ruytewacht project is concerned, even if Communicare were to be seen to be private, the Constitution binds private persons, they are forbidden from **interfering with the rights of any other person.** In this case the tenant's security of tenure is guaranteed under the Social Housing Act Sec 2(1)(h) "ensure secure tenure for residents in social

housing institutions, on the basis of general provisions governing the relationship between tenants and landlords as set out in the Rental Housing Act, 1999, and between primary housing co-operative and its members as set out in the Co-operatives Act, 2005 (Act no 14 of 2005)

221. The First Respondents termination of the lease contravenes the Social housing Act as described above, it is unreasonable, unfair and oppressive, as it reverses the gains which were long fought for all these years and the 1929 project
222. The circumstances in which Communicare exercised the power rendered the termination unfair, unreasonable and contrary to public policy, the termination was to frustrate the rights of the tenants under the contract as well as under the Social Housing Act, the circumstances we are referring to happened in 2019, termination letters were all sent at the same time when the tenants and members of the Applicant were engaged in the following;
- i) The questions asked by the tenants to Communicare about the transfer of assets from Communicare to Good-find,
 - ii) The questions regarding the forcing and intimidation of tenants to sign new contracts under Good find Properties
 - iii) The rent increases that were escalated at an alarming pace.
 - iv) The ultimate transfer of property ownership to the people
223. Termination was to frustrate the rights of the tenants under the leases, the landlord clearly did not primarily wish to terminate the contracts until the resistance for the rent increases, the transfer of properties to Good-find and the signing of the new contracts under Good-find
224. The tenant's rights are Constitutionally protected and the acts by the landlord constitute an unfair practice under the Act, if neither the arguments stand, the court is asked to develop common law to include

an implied term in law which would prohibit landlords from cancelling a lease to circumvent protective clauses in the lease.

225. At Common law the Landlords could terminate a lease on notice even without any tangible reasons, but even before the Constitution, rent control legislation heavily clumped lessor's common law powers of contract termination. In the wake of accommodation shortages during World War 1, the legislature enacted the Tenants Protection Act and Rent Act, all in pursuit to protect the vulnerable tenants, who enjoy no protection.
226. Rental Housing is a key component of the housing sector, especially the social housing component, therefore, no person, including a landlord must be allowed to temper with the provision of social housing any how they like to, there is a need to create mechanism to protect them against exploitation and unfair practices, a need to create fast and effective ways to resolve disputes easily
227. The Act requires that the termination must not constitute an unfair practice and our contention is that this termination constitute an unfair practice, considering all the motives canvassed above, The Courts and the Rental Housing Tribunal have power to declare the landlords actions, unfair practice even in cases where such termination is permitted by the lease, this is when the actions of the landlord are clearly with ulterior motives
228. These actions are grossly unfair and unreasonable and therefore unlawful in terms of the constitution and all other statutes, thus must be set aside

4TH PRAYER

229. Declare the decision to institute eviction processes before sorting the contested issue of ownership and title deeds with the Deeds office, thus utilizing incorrectly the erf number 3003 which does not even have address attached to it, but using it for different addresses in different locations, thus Property ownership is questioned, Declare unlawful and set aside the eviction processes. Interdict the First Respondent and Second Respondent from continuing to evict the members of the Applicant.
230. We contend that the Communicare and Goodfind cannot institute eviction proceedings if they do not have the title deeds for those properties, which is the document used in proving ownership.
231. The ownership is disputed and Communicare is failing to prove ownership by producing the correct documents, the documents that they do produce in the magistrate court, is mostly one winded report with erf number 3003, with no address attached to the report or reflected on the report itself.
232. This winded report does not reflect how the issue of ownership changed hands.
233. This windeed report is used as proof to many different properties in different locations, which are more than 5, 10, 20km apart, which clearly shows a discrepancy where ownership is concerned
234. See annexure **QQQ1**, Windeed report reflecting ERF 3003, date requested 2018/05/28, title deed number T10184/1965, NAME - COMMUNICARE, DIAGRAM DEED T58132/2009, no address is reflected on the winded to prove that the property concerned is truly the correct one.

235. This **annexure QQQ1** was used on case number 2739/19 against myself Liziwe Ncayo eviction application, my address is 5 Princess Margaret Street Ruytewacht
236. The same win deed **annexure QQQ1** ERF 3003 with no address was used on case number 3625/19 in a case with Ntabiseng Qutsi of 49 Lisboa Street, Ruytewacht, which is 10 km away from me
237. In case 4567/19 with Philile Magqo, of 722 Sakabula Flats, the same windeed erf 3003 was used, these flats are 15km away from me
238. Case number 5614/19 Nondumiso Mntuzula of 9 Louis Trichardt, Ruytewacht, same win deed used **annexure QQQ1** ERF 3003, even though she stays 25 km away from me.
239. There are more than 100 hundred cases at magistrate court where this is being done.
240. On case 2125/2020 of Samuel Arendse of 401 Sakabula Flats, windeed is used Erf no 4809, which reflects GoodFind as a new owner as 2019/04/04, but the address reflected is 27 Sakabula crescent Vasco, Cape Town, see **annexure QQQ2**, now here we see same Sakabula Flats which used ERF 3003, now in this case using erf 4809
241. Same with case 2933/19 Inko Mbumu, ERF 4809 used for the above member, Arendse case 2125/2020, is used here, Mbumu
242. See **annexure QQQF**, On case number 3793/20 Marthe Monse Mboyo of 15 Olive Street, Noorwood Gardens Ruytewacht, the Ownership claim is not made, no proof is attached to the Affidavit, no claim is even made as per the PIE Act. This is only because the issue of

ownership is problematic not only for the tenants but also for Communicare

243. Clearly the issue of ownership needs to be investigated and resolved
244. Prevention of illegal Evictions Act is clear that the issue of ownership must be very clear and not confusing and that the party instituting the eviction proceedings, must first pass the first hurdle of proving ownership beyond any doubt.
245. All the Evictions currently ongoing at Magistrate fall by the wayside when it comes to the issue of ownership as none of the proof provided satisfy the test required in proving this issue. Therefore, all those cases faced by the members of the Applicant, are unlawful and must be declared as such.
246. **Prima facie right** - The Applicant and all its members' right to adequate housing, to dignity, right to life and right to bodily and psychological integrity would be severely affected by the continued disempowering of Communicare, who is supposed to make sure that the property of Ruytewacht is kept secured for the benefit of the people, the EVICTIONS from Communicare / Goodfind, is weakening the security for us as people staying in these properties, moving from the object of securing tenure, The ownership and registration is very important and fundamental. The Inhumane and degrading treatment by Communicare to us, by weakening the social housing project, will continue if not stopped by this honourable court.
247. **Reasonable apprehension of irreparable harm**- If the Applicant are correct that it is unlawful for Communicare to start the eviction processes before the ownership and registration of the properties are resolved, then the harm to the Applicant is very dire, it would be impossible to secure tenure for the most vulnerable, the economically

weak tenants , who were intended to be protected by the provisions of the Act, if there are no assets and properties left to Communicare, then the operations of Communicare would seize.

248. **Irreparable harm**- there will not be any alternative remedy for reasons already canvassed above, the Applicants would be evicted, and we would not have place to stay, we would lose our housing, we would be homeless, the trend is already evident,
249. The balance of convenience – We respectfully contend that the balance of convenience favours granting the relief
250. Again, in the alternative, if the court is not minded to grant an interdict, the Applicant seek comparable relief in the form of a declarator

5TH PRAYER

251. Declare that the actions of the Third, Fourth and Sixth Respondents, to be unlawful in that they have both failed to hold the First Respondent to account as the law obliges them to, to order the following
252. (i) Order suspension of the Chairperson, members of the board, Senior staff members of Communicare and place the institution under the administration of the Regulatory Authority, as per **Sec 12(9) (a)-(d) of Social Housing Act 2008** pending the investigation by any independent forensic investigator to look at the extent of maladministration as contemplated by Sec 12(4)(a), (b), With all the proof and arguments about the conduct of Communicare and the disregard of law by its

executives, there is rot in the operations of Communicare, thus constituting mal-administration by Communicare.

253. (ii) Order the Third, Fourth Respondent and the Sixth Respondent as contemplated by sec 5(a)-(d) of Social Housing Act to Sec 5(a) to facilitate social housing delivery in the Ruytewacht area, by making sure that Communicare is stopped from unlawful actions and to facilitate the following;
254. (iii) The land audit of the properties under Communicare, especially in Ruytewacht area, since Epping Forest who was running the project. The total of properties sold to members of Communicare, including its CEO and executives. Giving back the properties to the rightful owners who is RCA to run the project and ultimately resolve the issue of title deeds
255. (iv) The Maintenance programme which was last undertaken five years ago, especially the security installation, the fence installation, this is a very high risk for the people and a threat to their livelihood (the people, RCA) as their furniture, clothing get affected by the mould in the properties, and to develop upgrading of existing social housing stock, if possible to develop new housing delivery, to provide land and buildings for social housing development and strengthen the infrastructure of Ruytewacht as contemplated in Sec 5(c)(i) to (iii)
256. (v) Resolve the issue of water and electricity account which are mismanaged by Communicare, the issue of high electricity charge, where a R100 only giving 36 units instead of the 63.00 units. People are made to pay R2000 water bills.
257. (vi) Tendering and Contractors which are being used to renovate and to do other work in the area.

258. The Third, Fourth and Sixth respondents have the ultimate responsibility of housing delivery, they have a positive responsibility as shown above. The Social Housing Act provides that they must take active role when dealing with the social housing provision, the act provides the following;
259. **Roles and Responsibilities of National Government, including (SHRA) and Municipalities**
260. Section 3(1) National government, acting through the Minister, must
261. Sec 3(1)(b) ***ensure compliance with its constitutional responsibilities;***
262. Sec 3(1)(c) ***address issues that affect the growth, development or sustainability of the social housing sector;***
263. Sec 3(1)(e) institute and fund the social housing programme to promote the development and supply of social housing stock for low to medium income persons;
264. Sec3 (1)(i) ***allocate funds from the Department's budget for the operational costs and commitments of the Regulatory Authority in accordance with the approved social housing investment plan and the social housing regulatory plan, respectively;***

Determine norms and standards to be adhered to by provinces and municipalities

265. ***Sec 5. A municipality must, where there is a demand for social housing within its municipal area, within the national and provincial legislative, regulatory framework (a) to facilitate social housing delivery in its area of jurisdiction***

266. ***(b) to encourage the development of new social housing stock and upgrading of existing stock or the conversion of existing non-residential stock***
267. ***(c) to provide access to land and buildings for social housing development, access to social housing institutions to acquire municipal rental stock.*** This is why Communicare has been receiving so much donations from the city, including the R140m land sold for R1,8m, including a R80m subsidy in cash injection see **annexure AE** and **annexure G**

THE REGULATORY AUTHORITY under National Human Settlement Dept

268. **Sec 11 (1) (a) promote the development and awareness of social housing**
269. **Sec 11(3)(d) enter into suitable agreements with social housing institution and other delivery agents for the protection of the government's investment in social housing.** The act is clear in stressing that the department through its Regulatory Authority ought to have been making sure there is a protected social housing with no abuse and mal administration by Communicare, that the tenants who are members of the Applicant, are protected and have a secured social housing scheme, which is not threatened by Communicare.
270. **Sec 11(1)(e) conduct compliance monitoring through regular inspections and enforce compliance, where necessary through the exercise of its powers set out in section 12.** These are put up in place so as to secure the project of social housing, compliance is at the core and is the foundation of the programme, the Regulator has been empowered to keep its eye to the function's of Communicare, to police Communicare, The provisions envisage a situation where corruption could be possible to take place in these settings, and therefore seek to eliminate such practises.

271. **Sec 11(3)(f) intervene in the affairs of a social housing institution in cases of maladministration and take the necessary steps to rectify such maladministration as contemplated in sec 12.** The maladministration which we have laid bare before the court, are very clear and the strategy is to cripple the system and Communicare and steal everything under it, this information has been brought to the department of Human Settlement, the City Of Cape Town and as well as to SHRA, all of them saw no need to investigate, or would investigate but decide to look the other way
272. Communicare is doing everything to derail and destroy the sustainability of Ruytewacht- **Sec 11(3)(l) do all things necessary to ensure good governance and sustainability of social housing institutions**

POWERS OF INTERVENTION

273. **Sec 12(3) Should the social housing institution continue to resist the intervention of the Regulatory Authority, or no improvement in performance**
274. **Sec 12(4) The Regulatory Authority may after consultation with the providers of any debt finance, including the providers of finance to the institution**
275. We are asking the court to suspend the chairperson , the CEO and the management, the last financial statements which were released, was in 2018, two years has gone passed now, no financial reporting , see **Sec 12(4)(a) apply to the High Court for the suspension of the chairperson, members of the board, managers or executives or senior**

staff of the institution for the period of the investigation and appoint a suitably qualified persons to manage the institution's affairs in their place pending the findings of the forensic audit report.

The Regulator and the national department had all the powers in the world, to monitor and keep Communicare under strict control and under the bounds of the law

or Alternatively

276. Order the Third Respondent as contemplated in section 7(1) of the PIE ACT to appoint one or more persons with expertise in dispute resolution to facilitate meetings of interested parties and attempt to mediate and settle and start a process for meaningful engagement with the Applicant and its members, to address the following issues:
- of all the rental amounts as contemplated in the First Respondent's mission and policy and reducing the high increases effected by looking at case by case, considering income;
 - transfer of the properties from the First Respondent to the Applicants member's names by issuing of title deeds by the Second Respondent;

CONCLUSION

277. All the residence, including myself, are disparately poor people, they have established a livelihood and way of life in Ruytewacht for many years now
278. A large majority of the residents that live on the properties are economically weak, that is why the programme was designed for them, we earn R3500 to R7500 monthly.
279. There are approximately 251 children living on the properties, between infancy of and 16 years of age. A majority of these children are of a school going age, creche to primary

280. We will simply have nowhere to go, we have lived in the backrooms in Langa and Bonthehuvelle for many years and were assisted by being accommodated here with reasonable rentals, which took our economic conditions into account.
281. Evictions started spiralling out of control as soon as we asked to engage and resisted the new contracts which were going to leave us homeless.
282. I respectfully submit that the Applicant have made out a proper case for the relief sought in the Notice of Motion



Liziwe Ncayo

I certify that:

1. The Deponent acknowledged to me that:
 - 1.1 She knows and understand the contents of this Declaration
 - 1.2 She has no objection in taking the prescribed oath;
 - 1.3 She considers the oath binding on his conscience.

The Deponent thereafter uttered the words "I swear that the contents of this Declaration are true, so help me God"

The Deponent signed this Declaration in my presence at the address set out hereunder on this12.....day ofOCTOBER..... 2020

.....

SN VD

COMMISSIONER OF OATHS




I, the undersigned

VUYISEKA DONDOLO
COMMISSIONER OF OATHS
ATTORNEY - CAPE TOWN
5TH FLOOR, WAALBURG BUILDING
CNR. WALE & BURG STREETS
CAPE TOWN, 8001

KINDLY TAKE NOTICE that the First and Second Applicants, hereby appoint the below address as their attorneys of record herein.

KINDLY FURTHER TAKE NOTICE that the First and Second Applicant appoint the address of GODLA attorneys as set out hereunder as the address where all documents in this matter may be served.

DATED AT GOODWOOD ON THIS 12..... DAY OF October..... 2020.



VUYISEKA DONDOLO
COMMISSIONER OF OATHS
ATTORNEY - CAPE TOWN
5TH FLOOR, WAALBURG BUILDING
CNR. WALE & BURG STREETS
CAPE TOWN, 8001

SN VD

FIRST AND SECOND RESPONDENTS ATTORNEYS

ATTORNEY OF THE APPLICANT

DLAKAVU ATTORNEYS

170 Ntlazane Road

Ilitha Park

Khayelitsha

Ref: DONDOLO/HC Ruyterwacht

tdondolo@webmail.co.za

0603354051140.

20 May 2020

Mr Dondolo

And Dlakavu Attorneys

170 Ntlazane street

Ilitha Park

Khayelitsha