

IN THE NATIONAL CONSUMER TRIBUNAL

HELD AT CENTURION

Case number: NCT/276596/2023/57(1)

In the matter between:

NATIONAL CREDIT REGULATOR

APPLICANT

and

CHRISTOPHER SETHOLE (NCRDC2383)

RESPONDENT

Coram:

Dr MC Peenze – Presiding Tribunal member

Mr S Hockey – Tribunal member

Adv C Sassman – Tribunal member

Date of hearing – 29 August 2023

Date of judgment – 2 September 2023

JUDGMENT AND REASONS

APPLICANT

1. The applicant is the National Credit Regulator (the NCR), a juristic person established in terms of section 12 of the National Credit Act, 2005 (the Act or the NCA) to regulate the consumer credit market and ensure compliance with the Act. The applicant's principal business address is 127 - 15th Road, Randjespark, Johannesburg, Gauteng.

2. Ms Louise Page and Adv KP Legodi, employees in the applicant's debt counselling department, represented the applicant at the hearing of this matter.

RESPONDENT

3. The respondent is Christopher Sethole. His registered business address is 246 Paul Kruger Street, Office No. 432 Protea Towers, Pretoria, Gauteng. The respondent is a registered debt counsellor with registration number NCRDC 2383. The respondent became registered as a debt counsellor on 23 July 2014, and he remains so registered.
4. Adv Dickson Mbazima, instructed by Mbazima Dickson Incorporated, represented the respondent at the hearing of this application.

TERMINOLOGY

5. A reference to a section in this judgment refers to a section in the Act. A regulation refers to the National Credit Regulations, 2006 (the regulations)¹, and a rule to the Tribunal rules.² A condition or general condition refers to the respondent's registration conditions as a debt counsellor in terms of section 40 (the conditions).³ Moreover, a form refers to a form prescribed in schedule 1 of the regulations.

JURISDICTION

6. Section 150 of the Act gives the Tribunal the power to make an appropriate order concerning prohibited or required conduct in terms of the Act or the Consumer Protection Act, 68 of 2008. This power includes declaring conduct to be prohibited in terms of the Act, de-registration of a registrant, and imposing an administrative fine in terms of section 151.

¹ Published under Government Notice R489 in Government Gazette 28864 of 31 May 2006.

² Regulations for matters relating to the functions of the Tribunal and Rules for the conduct of matters before the National Consumer Tribunal, 2007.

³ Section 40 empowers the National Credit Regulator to impose conditions on the registration of an applicant as a debt counsellor.

APPLICATION AND RELIEF SOUGHT

7. This is an application in terms of section 57(1) to cancel the respondent's registration as a debt counsellor.
8. The applicant sought orders declaring the respondent's conduct as prohibited conduct in terms of section 150(a) because it contravened the Act and the regulations. It also sought orders cancelling the respondent's registration, interdicting the respondent from breaching the Act in the future, imposing an administrative fine on the respondent and granting remedial measures to affected consumers.
9. The allegations of prohibited conduct⁴ and the detailed order the applicant requests in this matter will become apparent in this judgment.

BACKGROUND

10. During 2020, the applicant received three complaints from Experian, a registered credit bureau with the NCR ("Experian"). The complaints were related to allegations that the respondent was issuing clearance certificates when consumers had not yet paid all their debt. The respondent allegedly submitted fraudulent paid-up letters with clearance certificates to credit bureaus. Experian also reported various matters where the respondent issued clearance certificates for consumers never under debt review.
11. These complaints gave rise to a reasonable suspicion that the respondent was contravening the NCA and its regulations, together with his conditions of registration.
12. Based on the aforesaid, the applicant initiated an investigation in terms of section 136(2) of the NCA on 15 June 2021. The NCR looked into the profile of a consumer named Lwazi Lugayeni under his African Bank personal loan-bearing account, 832 507 6008. Under this consumer's profile, Experian received a paid-up letter from the respondent. After enquiring with African Bank, the applicant found that R17,640.85 was still outstanding on the particular personal loan, dated March 2021.

⁴ The Act defines prohibited conduct as an act or omission in contravention of the Act.

13. The applicant continued its investigation on 8 September 2021, when an onsite investigation was conducted at the respondent's premises, and 20 files were obtained. The investigators also requested the respondent to provide proof of invoices and receipts of funds based on the sample of consumers selected for investigation. The respondent delivered several documents in response to the investigators' request, including eight (8) copies of receipts indicating proof of payments received from the consumers under status F1 and F2 for their removal from debt review. The investigation subsequently confirmed that the respondent contravened the Act and conditions of registration.
14. According to the respondent, he did not create the paid-up letters used to clear the consumers and outlined that these letters were provided to him by a third party who acted as a sales consultant. He had no reason to doubt the legitimacy of the paid-up letters provided by the third party, as he intended to assist the consumer in obtaining a clearance certificate. He had no intention to defraud the credit bureaux or contravene any laws. The respondent believes that issuing the clearance certificate was a legitimate transaction. Further, the respondent submits that a different debt counsellor sometimes submitted the clearance certificate before transferring a file to him.
15. The inspectors assessed the information they gleaned from the collected instruments. Without any other information available or provided by the respondent, the inspectors concluded the investigation and compiled an investigation report (the investigation report). The investigation report detailed the alleged contraventions.⁵
16. The Tribunal considers the alleged contraventions appearing in the investigation report.

CONTRAVENTIONS OF THE ACT

Fraudulent paid-up letters

17. Section 71 of the NCA requires that a debt counsellor, upon application from the consumer, issue a clearance certificate should the consumer fulfil all the obligations under every credit agreement subject to a debt review order or restructured agreement. Once a clearance certificate has been issued and upon receipt of a copy thereof, the credit bureau or the national credit register must

⁵ Annexures H, I1 and I2 the founding affidavit

expunge, amongst others, any records that a particular credit agreement was subject to the relevant debt review order or restructured agreement.

18. In terms of the respondent's conditions of registration as a debt counsellor, the respondent is obliged to fully inform consumers of the consequences of applying for debt review, and he is further obliged to perform debt counselling services:-

- (i) In a manner that is consistent with the purposes and requirements of the NCA;
- (ii) professionally and reasonably; and
- (iii) In a manner that does not bring debt counselling into disrepute.

19. Concerning various consumers, the applicant found that the respondent issued a clearance certificate for consumers at a stage when the consumer's debt was not paid up. In all these instances, the respondent obtained and acted upon paid-up letters received from a third party, which paid-up letters were subsequently utilised to issue the clearance certificate to the credit bureaus. No connection or mandate existed between the third party and the credit providers. Further, in all instances, the paid-up letters and ensuing clearance certificates incorrectly reflected the status quo, leading to a false impression that the consumers' debt was paid up, whilst that was not the case.

20. The following examples were placed in evidence by the applicant:

20.1 *LN Mkhize*: The respondent issued a clearance certificate⁶ for the consumer with four (4) active accounts, indicating that these accounts were paid up:

Upon investigation with the relevant credit providers, Nedbank confirmed that its account was not paid up and that a fraudulent paid-up letter was submitted to the credit bureaus. Although the respondent submitted a falsified paid-up letter from the TFG Group, the investigation confirmed that the paid-up letter submitted on behalf of TFG Group was related to a different creditor, namely Avon. None of the credit providers provided authority to any third party to submit paid-up letters on their behalf, and the updated statuses of the applicable consumers resulted from a false clearance certificate.

⁶ Annexure J1

20.2 *L Lugayeni*: The respondent issued a clearance certificate⁷ for the consumer with two (2) active accounts, indicating that these accounts were paid up:

Upon investigation with the relevant credit providers, it was confirmed that the African Bank account and the DMC Debt Management account were, in fact, not paid up, and fraudulent paid-up letters were utilised for a clearance certificate to be issued. The respondent used a paid-up letter from DMC Debt Management regarding an RCS Auto account, which DMC Debt Management perceived as fraudulent. A fraudulent bank statement from African Bank was also obtained without any knowledge of African Bank.

20.3 *N Magini*: The respondent issued a clearance certificate⁸ for the consumer with three (3) active accounts, indicating that these accounts were paid up:

Upon requesting the relevant information from the respondent, he denied having ever assisted this consumer with any services. However, the applicant was placed in possession of an email received by the respondent dated 14 June 2019, wherein the respondent provided Experian with paid-up letters, a signed power of attorney of the consumer, and a copy of the consumer's identity document. On the evidence before the Tribunal, the respondent gave the credit bureaus the fraudulent letters and incorrectly issued a clearance certificate.

20.4 *K Moate*: The respondent issued a clearance certificate⁹ for the consumer with three (3) active accounts, indicating that these accounts were paid up:

It was found that the abovementioned consumer was transferred from a previous debt counsellor, namely Debt Masters (Pty) Ltd, to the respondent's profile dated 23 August 2021. The accounts listed on the clearance certificate do not correspond with those on Form 17.7. Thus, the respondent only supplied paid-up letters for the Capitec account and referred to two irrelevant accounts on the clearance certificate. The reference numbers for the Capitec account also differ from the Form 17.7. The paid-up letters are dated in July 2021, whilst the Form 17.7 and clearance letters are dated in August 2021. The respondent allegedly provided the credit bureaus with an incorrect paid-up letter from Capitec Bank, two other fraudulent paid-up letters, and an incorrectly issued clearance certificate.

⁷ Annexure K1

⁸ Annexure L1

⁹ Annexure M1

20.5 *MM Ntsie*: The respondent issued a clearance certificate¹⁰ for the consumer with seven (7) active accounts, indicating that these accounts were paid up:

On the clearance certificate, an ABSA credit card garage card account was found. However, no such paid-up letter was retrieved. An Absa overdraft account was found with its paid-up letter, but it did not appear on Form 17.1. Similarly, an account for Real People was found on Form 17.1 but not on the clearance certificate. No paid-up letter exists.

20.6 *AP Sithole*: The respondent issued a clearance certificate¹¹ for the consumer with two (2) active accounts, indicating that these accounts were paid up:

On the clearance certificate, an account for a Nedbank personal loan account and a home loan account were found, and the respondent provided paid-up letters for both accounts. In an official letter from Nedbank to the applicant, Nedbank confirms that the paid-up letter regarding the Nedbank personal account was fraudulent.

20.7 *J Mntabana*: The respondent issued a clearance certificate for the consumer based on an alleged court order. The court order states: "*The Debt Review proceeding under NCRDC2383 granted for the 2nd respondent to place him/her under Sethole Debt Counsellors is hereby rescinded and set aside.*" The court order does not indicate which order is being rescinded and appears fraudulent at face value. Despite apparent discrepancies, the respondent proceeded to issue a Form 17. W stating that an order had been obtained declaring the consumer not overindebted.

20.8 *T Mukhari*: The respondent received Form 17.7 to transfer the consumer to himself on 18 May 2021.

On Form 17.7, the consumer's collective outstanding balance to Nedbank regarding a personal loan with account number 8001924457101 is depicted as R17 455.55. On 19 May 2021, the respondent issued a clearance certificate indicating that the Nedbank personal loan with account number 8001924457101 had been paid. The respondent provided a paid-up letter from Nedbank, indicating a paid-up balance, dated 17 December 2020. The Tribunal finds it unacceptable that the respondent relied on a paid-up letter dated five (5) months before Form 17.7, indicating an outstanding balance of R17 455.55.

20.9 *CG Oberholster, CM Trollip & CJ Trollip*:

¹⁰ Annexure N1

¹¹ Annexure O1

The respondent transferred Oberholster to himself on 23 December 2019 (a consumer under debt review since 2009). On 24 December 2019, the consumer was listed on DHS under status G. The respondent could not provide any court order to this effect. The respondent updated the consumer's status on the OHS without supporting documents, indicating incorrect information on the DHS, to defraud the credit bureaus.

20.10 *AA Fourie*;

The respondent could not provide any information on this consumer, who was transferred to the respondent on 9 December 2019. The consumer's credit status was updated to G1 on 7 December 2019, in circumstances where the consumer was listed on OHS under status 04. The respondent could not provide any court order to this effect or Form 17.W. The respondent updated the consumer's status on the DHS, indicating incorrect information.

20.11 *CM Trollip & CJ Trollip*:

The respondent provided a form 17.W dated 9 May 2019, indicating that the consumers (being married) had obtained a court order declaring the consumers not over-indebted. The respondent could, however, not present such a court order or letter from the Master of the North Gauteng High Court: Pretoria, confirming that the abovementioned consumers were, by effluxion of time in terms of section 127A of the Insolvency Act, declared rehabilitated from their sequestration. The Tribunal finds that the consumers should never have been placed under debt review, and once placed, the situation should have been corrected to status J on the OHS.

Finding

21. It is clear from the above examples, as presented to the Tribunal, that the respondent updated the consumers' status on the DHS on a fraudulent basis, providing incorrect information on the DHS. As a result, consumers were issued a clearance certificate irregularly, and credit bureaus were misled.

Failure to keep records

22. Regarding his conditions of registration as a debt counsellor, the respondent is obliged to keep proper records of his debt counselling activities, sufficient to demonstrate full compliance with the NCA and conditions of registration, for at least five years.

23. Section 52(5)(e) requires a registrant to keep prescribed records concerning its registered activities in the prescribed manner and form. Regulation 55(1)(b) requires a debt counsellor to maintain, amongst others, records concerning the consumers' application for debt review, payment records and supporting documentation.
24. The applicant submitted that the respondent failed to supply all relevant and supporting documentation of each consumer he had updated on the DHS. Failure to provide the inspectors with some of the requested information and documentation as requested is a contravention of section 50(2)(a), regulation 55 (2), (3) and (5) and the condition of registration number 8 and 11.
25. The Tribunal accepted evidence that the respondent was not able to provide documentary evidence of the required debt counselling processes required to be undertaken for every consumer, irrespective of whether the consumers were transferred or recruited on his initiative, including:
 - (i) Consultation with consumers regarding debt counselling activities;
 - (ii) Form 16;
 - (iii) Form 17.1;
 - (iv) Certificates of balances;
 - (v) Financial assessment, finding of over-indebtedness or completed form 17.2;
 - (vi) Preparation of a proposal; or
 - (vii) Negotiation with credit providers.
26. The Tribunal draws an adverse inference to the failure by the respondent to provide proper documentation. Without providing those documents, the Tribunal is satisfied that the respondent failed to keep them.

Unlawful fees

27. Regarding his conditions of registration as a debt counsellor, the respondent is obliged to adhere to the Debt Counselling Fee Guidelines issued by the applicant regarding the prescribed fees and charges. Irrespective, the respondent confirmed that he charged consumers a fee of R450.00 for issuing a clearance certificate to enable the consumers to exit the debt review process. The issuing

of a clearance certificate without supporting documentation is a contravention of section 71 of the NCA.

Payments made directly to the respondent by consumers

28. Only duly registered Payment Distribution Agents (PDAs) are entitled to receive and distribute payments from consumers under debt review. In terms of his conditions of registration as a debt counsellor, the respondent must ensure that all payments made by consumers, whether those funds are destined for credit providers or debt counselling fees, must be received and distributed through a registered PDA. By implication, debt counsellors are prohibited from requiring or allowing consumers to make any payments directly to them. All payments must go through the registered PDA. The respondent has breached this obligation by allowing consumers to make payments directly to him in cash.
29. Regarding the Debt Counselling Fees Guideline of 001/2018, no debt counsellor may charge fees for services rendered in advance. In *NCR v Washeemah Isaacs*,¹² the Tribunal confirmed that legal fees are not payable upfront but only after the applicable service has been rendered. The Tribunal finds that the respondent has breached this obligation by not utilising the services of a registered PDA. The failure of the respondent to make use of a registered PDA is a repeated contravention of section 52(5)(c), read together with the specific conditions of registration one (1).

Wilfully updating incorrect consumer information on the DHS.

30. On the evidence before the Tribunal, the respondent failed in several respects to conduct his debt counselling business professionally and reasonably, and he engaged in debt counselling activities that conflicted with consumers' interests.
31. The Tribunal finds that the respondent had falsified or obtained falsified documents, such as fraudulent paid-up letters. As a result, clearance certificates were issued to amend the consumers' statuses on the DHS and credit bureaus were falsely informed that these consumers were no longer

¹² NCT/168220/2020/57(1).

under debt review. As the debt counsellor was paid for this activity, the prohibited conduct was executed at a profit to himself.

32. These actions are not in the best interest of the consumers and constitute multiple contraventions in terms of the respondent's conditions of registration. Wilfully updating incorrect consumer information on DHS, thereby misleading credit providers and credit bureaus of consumers' statuses, constitutes a contravention of section 52(5)(c) read with the conditions of registration 2, 4, 5 and 11. The respondent has repeated this contravention in all the sampled files.
33. The Tribunal finds that the respondent has contravened almost every condition of his registration, particularly condition 2, which requires the debt counsellor to act professionally and reasonably. The debt counsellor is expected to engage with both the consumer and credit provider professionally to ensure that all credit liabilities are honoured and regularly paid. Suppose the debt counsellor is requested to consider the issuing of a clearance certificate. In that case, the debt counsellor is similarly expected to engage professionally with the consumer and credit provider to verify the consumer's credit status.
34. Only after the credit provider had informed the debt counsellor officially and directly that the debt is paid up would it be reasonable for the debt counsellor to submit such verified information to the credit bureaus. Accepting a letter obtained from a third party cannot remove the responsibility of the debt counsellor to verify the correctness of the paid-up letter with the applicable credit provider. In the circumstances, it is clear that failure by the debt counsellor to engage the credit provider directly professionally will amount to falsified or unconfirmed information being processed to the detriment of all parties. This practice cannot be tolerated.
35. The Tribunal, therefore, finds that the respondent had engaged in prohibited conduct, constituting repeated contraventions of section 52(5)(c) read with the respondent's conditions of registration number 1, 2, 3, 4, 5, 7, 8, 9 and 11.
36. As the respondent has also issued numerous clearance certificates without having the necessary documentation, he engaged in prohibited conduct in contravention of section 71.

CONCLUSION

37. Consequently, the Tribunal is satisfied that the respondent repeatedly contravened the sections, regulations, and conditions in the preceding paragraphs. Therefore, he committed prohibited conduct, which justifies declaring the clearance certificates issued for the particular consumers invalid.
38. The respondent failed to adhere to his statutory duties, which behaviour is unlawful and cannot be countenanced. The respondent is not operating his debt counselling business in a manner consistent with the purpose and requirements of the legislation, and his behaviour clearly conflicts with the interests of his consumers.
39. The respondent acted with flagrant contempt for the legislation and the conditions of his registration as a debt counsellor. The respondent acted with disregard for consumer rights, which brought the consumer credit industry into disrepute.

CONSIDERATION OF AN APPROPRIATE ORDER

40. The Tribunal considers the applicant's other wide-ranging requested relief.

Cancelling the respondent's registration as a debt counsellor

41. In the Tribunal's view, the respondent's contraventions appearing in this judgment are egregious. The respondent danced to his own tune. He wholly disregarded consumers' interests and the Act justifying his deregistration as a debt counsellor.

Administrative fine

42. The applicant has requested the Tribunal to impose an administrative fine. The Tribunal is satisfied that the nature of the respondent's contraventions and the consequent financial implications for consumers justify the Tribunal imposing an administrative fine on the respondent.

43. The Act was introduced into the South African legislative landscape to curb precisely the types of excesses the Tribunal has found the respondent to have perpetrated. Therefore, the Tribunal would fail in its duty if a clear message were not sent to the respondent and other third parties facilitating the submission of fraudulent paid-up letters. The Tribunal will not tolerate debt counsellors contravening the Act.
44. Section 151 (3) provides the factors the Tribunal must consider when determining an appropriate fine. The Tribunal proceeds to consider each in turn.

Nature, duration, gravity, and extent of the contraventions

45. The contraventions show that the respondent failed to provide consumers with the required debt counselling information and neglected to monitor the payment of outstanding credit into a registered PDA. The submission of fraudulent information received from third parties is a serious transgression and dereliction of duty. The Tribunal does not accept the respondent's defence that he "did not know the paid-up letters were fraudulent". It remains the respondent's responsibility to verify information with the credit provider before acting on a random document received by email, purportedly indicating that the consumer is no longer in debt. Failure to obtain complete records in this respect is a severe contravention of the Act. As consumers were still in debt when the clearance certificate was issued, the credit providers might have been within their rights to institute legal action for the balance of the credit still owed. Such a scenario would not be in the interest of the consumer or the credit provider.

Loss or damage suffered as a result of the contraventions.

46. The applicant did not place specific evidence concerning consumers' loss or damage before the Tribunal.
47. Since the Tribunal has found unlawful fees being charged, it is satisfied that it may reasonably conclude that consumers suffered loss through payment of such unlawful fees directly to the debt counsellor.

Respondent's behaviour

48. There is no plausible reason why the respondent should not have complied with his obligations as a debt counsellor under the Act.

Market circumstances under which the contraventions occurred

49. The respondent ignored his obligations in terms of the Act. He could do so because he operates in an environment where consumers are ill-educated about their rights concerning access to and the cost of credit. It appears that the respondent's prohibited conduct mainly impacted vulnerable consumers.

Level of profit derived from the contraventions

50. The respondent charged consumers unlawful fees and received those fees in person. The Tribunal can safely assume he derived a significant profit from his unlawful activities.

The degree to which the respondent co-operated with the applicant

51. The Tribunal has considered that the respondent provided the inspectors with the required information and cooperated with them during the investigation.

Respondent's prior contraventions

52. The respondent has not been the subject of prior investigations or enforcement measures.

The amount of fine

53. The applicant did not produce evidence concerning the respondent's financial turnover during the previous year. Consequently, the Tribunal may impose a fine limited to a maximum of R1,000,000.00.

54. The respondent appears to have been acting as a debt counsellor in a relatively small business. Irrespective, it is crucial to send a strong message to all debt counsellors, including their employees, that they cannot escape complying with the Act.
55. These considerations persuade the Tribunal that it is appropriate to impose an administrative fine of R25,000.00

Other requested orders

56. The applicant requested that the Tribunal make an order interdicting the respondent from engaging in prohibited conduct in the future. The interdict will serve no purpose because the respondent may not engage in prohibited conduct given the provisions of the Act.¹³
57. The applicant also requested that the Tribunal make any other appropriate order required in terms of section 150 (i) to give effect to consumers' rights in terms of the Act.

ORDER

58. Accordingly, the Tribunal makes the following order:

Contraventions

- 58.1 The respondent has repeatedly contravened the following sections of the Act, regulations and conditions:

- 58.1.1. Section 52(5)(c) read with general conditions 1, 2, 3, 4, 5, 7, 8, 9 and 11; and
58.1.2 Section 71;

Prohibited Conduct

- 58.2. The repeated contraventions are declared prohibited in terms of section 150 (a);

¹³ *Shoprite Investments Ltd v National Credit Regulator* (509/2017 dated 18 December 2019).

Cancellation of registration

58.3. The respondent's registration as a debt counsellor is cancelled immediately;

Reckless credit agreements

- 58.4. The respondent is directed to provide the applicant with all assistance reasonably required for the applicant to allocate the respondent's erstwhile consumers to a new registered debt counsellor. To this effect, the respondent is ordered to provide the applicant with all the necessary information or copies of documentation on request;
- 58.5 The respondent is ordered to hand over copies of all of his consumer files to the applicant and to furnish the applicant with a list of all past and present consumers within ten (10) days from the date of this order being issued. The respondent must retain the original consumer file content for the audit below. Upon finalisation of the audit, the original file content must be handed over to the applicant;
- 58.6 The respondent is ordered to appoint an auditor, at his own cost and within thirty (30) business days from the date of this order being issued, to audit all consumer files of the respondent. The audit report, to be concluded within ninety (90) business days from the conclusion of said audit must contain the following:
- (i) Identify all files wherein the respondent failed to adhere to the timeframes set out in section 86 and Regulation 24;
 - (ii) Identify all consumers whose debt review matters were not competently dealt with by the respondent per the NCA;
 - (iii) identify all matters which were not referred to a court or the Tribunal within sixty (60) business days and precisely the matters which to date of this application have still not been referred to a court or the Tribunal; and
 - (iv) Identify all consumers who are entitled to a refund from the respondent of "restructuring" fees, "legal" fees, and any other unlawful fees charged by the respondent;

- 58.7 The respondent is ordered to ensure that the applicant is provided with a copy of the report concluded per paragraph 58.6;
- 58.8 The clearance certificates issued to the consumers in the sampled files are set aside;
- 58.9 The respondent is ordered to, following the outcome of the audit, refund all past and present affected consumers any amounts that the respondent received in fees that did not accord with the fee guidelines or which he was not entitled to receive;

Administrative fine

- 58.10 The respondent is within sixty (60) business days of the date of issue of this judgment to pay an administrative fine of R25,000.00 (twenty-five thousand rands) into the National Revenue Fund's following bank account:

Bank: The Standard Bank of South Africa

Account holder: Department of Trade and Industry

Branch name: Sunnyside

Branch code: 05100

Account number: 317 650 026

Reference: NCT/276596/2023/57(1) and name of person or business making the payment;
and

- 58.11 There is no cost order.

[signed]

DR MC PEENZE

Presiding Tribunal member

Authorised for issue by The National Consumer Tribunal

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Tribunal members Mr S Hockey and Adv C Sassman concur with this judgment.