

IN THE NATIONAL CONSUMER TRIBUNAL
HELD IN CENTURION

Case No: NCT/380830/2024/141(1)(b)

In the matter between:

MODISHA MAHLODI ISAAC

APPLICANT

and

CHRISTIAAN FRANS CRAVEN
NATIONAL CREDIT REGULATOR

FIRST RESPONDENT

SECOND RESPONDENT

Coram:

Dr M Peenze - Presiding Tribunal member
Mr S Hockey - Tribunal member
Mr S Mbhele - Tribunal member

Date of the hearing: - 17 November 2025

Date of judgment: - 17 November 2025

JUDGMENT AND REASONS

THE PARTIES

1. The applicant is Modisha Mahlodi Isaac (the applicant), a consumer as defined in section 1 of the National Credit Act, 34 of 2005 (the NCA). The applicant represented himself at the hearing of this matter.

2. The first respondent is Christiaan Frans Craven (the first respondent), a debt counsellor registered as such with the second respondent under registration number NCRDC1142. The first respondent practices as a debt counsellor under the name and style of Zero Debt.
3. The second respondent is the National Credit Regulator (the NCR), an organ of state and a juristic person established in terms of section 12 of the NCA to regulate the consumer credit market and ensure compliance with the NCA.

TERMINOLOGY

4. A reference to a section in this judgment refers to a section of the NCA.
5. A reference to a regulation refers to the National Credit Regulations, 2006.¹
6. A reference to a rule in this judgment refers to the Rules of the Tribunal² (the rules).

APPLICATION TYPE AND JURISDICTION

7. The applicant previously referred his complaint to the NCR, who, after an assessment thereof, concluded on 4 February 2025 that the applicant did not allege any facts which, if true, would constitute grounds for a remedy under the NCA.
8. Thereafter, the applicant referred this matter to the National Consumer Tribunal (the Tribunal) in terms of section 141(1)(b). This section provides that if the second respondent issues a notice of non-referral, as it did in the present matter, the complainant may refer the matter directly to the Tribunal, with the leave of the Tribunal. The Tribunal granted such leave on 25 September 2025.

¹ Published under GN R489 in GG28864 of 31 May 2006.

² Published under GN 789 in GG 30225 on 28 August 2007 as amended by GN 428 in GG 34405 on 29 June 2011, GN R203 in GG 38557 on 13 March 2015, and GN 157 in GG 39663 on 4 February 2016.

9. Accordingly, the Tribunal has jurisdiction in terms of sections 141(1)(b) and 27(a)(ii)³ to consider this matter.

BACKGROUND

10. On 13 May 2021, the applicant applied for debt review with the first respondent. After assessing the application, the first respondent determined that the applicant appeared to be over-indebted and issued a Form 17.2 notice to the applicant's credit providers, confirming this.
11. After all the applicant's credit providers accepted a debt restructuring proposal prepared by the first respondent, the latter referred the matter to his attorneys to apply for a consent order from the magistrates' court.
12. According to the first respondent, on 4 November 2021, his attorneys requested a confirmatory affidavit and other documents from the applicant, namely, payslips, proof of address, and a certified copy of his identity document for them to proceed to court with the debt review application. The attorneys made various attempts to obtain a response from the applicant regarding the requested documents and prepared a report reflecting these attempts, which is attached to the hearing record.⁴ The applicant failed to adhere to the request, with the result that the application to court to confirm that the restructuring of the applicant's debts was never made.⁵
13. One of the applicant's credit providers, Capitec Bank Limited (Capitec), later terminated its consent in relation to the restructuring proposal. The applicant confirmed this in an email to the first respondent dated 5 April 2022.
14. The applicant alleges that Zero Debt took money from his account but failed to make payments to Capitec in terms of the restructuring proposal. As a result,

³ This section provides that the Tribunal or a member of the Tribunal acting alone in accordance with the NCA or the CPA may adjudicate in relation to any allegations of prohibited conduct.

⁴ The report can be found on page 155 of the record.

⁵ The first respondent's averments in this paragraph stand uncontested.

Capitec terminated its agreement to make payments under the restructuring proposal and handed the applicant's account over to its lawyers for collection. He argues that the first respondent's submission that he refused to provide documents to their attorneys as the reason for Capitec's cancellation cannot be an excuse, as his other two credit providers were paid off without a court order.

15. The applicant requests an order requiring Zero Debt to account for the Capitec account, remove his name from debt review, and refund his money with interest.
16. The first respondent refers to a distribution statement by the Hyphen Payment Distribution Agent (the PDA), who is the payment distribution agent appointed to make payments to the applicant's creditors under the debt restructuring proposal. They note that, for some reason, Capitec returned the payments made to them in October and November 2021 during March 2022. The PDA then used the returned funds to reallocate to other credit providers.
17. The first respondent also attached an email they received from the applicant, dated 7 April 2022, wherein the latter requested that no further money be deducted from his account for Capitec, as Capitec said they would make payment arrangements with him directly.
18. It must be noted that the first respondent also raised a point in limine to the effect that the NCA does not govern the legal fees claimed by the applicant, that the Tribunal, as a creature of statute, is not authorised to remove a debt review flag and may not order a debt counsellor to issue a clearance certificate to a consumer. In short, the first respondent submits that the Tribunal lacks the jurisdiction to grant the orders sought by the applicant.

LEGAL CONSIDERATIONS AND DISCUSSION

19. The applicant's complaint is focused on Capitec, which, after agreeing to a debt restructuring proposal prepared by the first respondent, withdrew such agreement. The applicant alleges that Zero Debt, the entity under which the first respondent operates, is the cause of Capitec's withdrawal, as it did not make the payments in accordance with the proposal. However, it is apparent from the papers that it is not

the first respondent or Zero Debt who was responsible for making these payments, as the PDA was appointed for this purpose.

20. From the first respondent's uncontested version, he complied with the requirements of the NCA and its regulations. He instructed attorneys to finalise a court order confirming the debt restructuring agreed upon by the applicant's credit providers. The Tribunal agrees that the applicant's failure to cooperate with the said attorneys by neglecting to provide the necessary documents for finalising the court application is the reason why a court order was never obtained.
21. It is unclear why Capitec withdrew from the debt restructuring proposal, but the Tribunal finds no culpability on the part of the first respondent in this matter.
22. The Tribunal finds that the applicant did not make out a case, on a balance of probabilities, for the granting of the order sought, and the application stands to be dismissed.

THE ORDER

23. In the result, the following order is made:

23.1. The application is dismissed.

23.2. There is no order as to costs.

S Hockey (Tribunal member)

Tribunal members Dr M Peenze (presiding) and Mr S Mbhele concur.

Authorised for issue by The National Consumer Tribunal

National Consumer Tribunal

Ground Floor, Building B

Lakefield Office Park

272 West Avenue, Centurion, 0157

www.thenct.org.za

national consumer tribunal

