

Due Dates and the COJ

By **Tshiamo Tabane** (Candidate Attorney),
Michelle Venter (Senior Associate),
and **Chantelle Gladwin-Wood** (Partner)

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INTRODUCTION

Municipal invoices issued by the City of Johannesburg Metropolitan Municipality ("the COJ") come printed with a little block on the bottom right which is notated as "Due Date".



This article examines how the COJ determines when the "Due Date" for payment is, how it can be changed, and what the consequences of a change in the Due Date (where changes are implemented by the COJ without notice to you as the customer) would be in terms of our law.

WHAT IS THE DUE DATE?

This is the date by which the municipality expects you to have paid the bill in full. It is defined in terms of the City's Credit Control and Debt Collection Policy ("the Policy") as follows:

"Due date" means the date on which an amount payable in respect of an account becomes due, owing and payable by a customer as stipulated on an account, which date shall be determined by the City from time to time.

The Policy goes on to explain later that the account is due for payment on the Due Date, and that this date is "determined by the City from time to time". On its own, this information isn't particularly helpful.

WHAT HAPPENS IF A CUSTOMER PAYS AFTER THE DUE DATE?

In terms of the Policy, any amount of the account unpaid at the Due Date is deemed to be in arrears. This could trigger:

1. A pre-termination notice being sent to the customer;
2. A final demand warning of the issue of summons being sent to the customer;
3. The municipality terminating the service agreement between it and the customer;

4. The customer's Acknowledgment of the Debt and payment plan, known as a "AOD" being deactivated due to non-payment, meaning that the full amount owed on the account "arises" again and is due and payable immediately as the payment plan is cancelled;
5. Interest accruing on the unpaid arrears; and/or
6. The customer may be handed over to attorneys for debt collectors.

The customer's electricity/water supply may also consequently be disconnected or restricted (throttled) after the relevant pre-termination notices have been dispatched if the customer does not make payment.

HOW DOES THE MUNICIPALITY DETERMINE THE DUE DATE?

The municipality looks at the date that the meter readers in the customer's area submit information to it, and then it estimates how long it would need to create the customer's account using that information. The Due Date is calculated to be around 15 days after the customer's account statement is generated.

This means that if the meter reading dates in an area change, customers should be wary and potentially expect to see changes to their Due Date being made as well.

CAN I PICK MY OWN DUE DATE?

If you would prefer to avoid the uncertainty that arises when you aren't able to know or control meter reading dates, which leads to you not being certain when your account Due Date will be, you can utilize any of the following options to change your Due Date to the date that you pick:

1. Email duedates@joburg.org.za
2. Visit any customer service centre (remember to get a reference number for your interaction)
3. Phone the Joburg Connect Call Centre on 0860 562 874 (remember to get a reference number for your interaction)

You can also change your Due Date to fall a few days after you have received your salary, to make your budgeting and payment processes for the rest of the month easier.

Although the authors investigated how Due Dates could be changed using COJ's website for the purposes of this article, we could not find an answer online.

MORE INFORMATION ON DUE DATES AT COJ

COJ has an online pamphlet available, explaining some of the above. You can access it here: https://joburg.org.za/services_/Documents/Due%20Dates.pdf.

WHEN DUE DATES CHANGE WITHOUT NOTICE TO THE CUSTOMER

Imagine you have always received your COJ bill around the 28th of the month, and one month it arrives early on the 12th showing the Due Date as the 25th. But you only get paid on the 25th. If you don't pay by the Due Date, you could be threatened with disconnection or summons, your AOD might be deactivated and you could be charged interest or for a pre-termination notice (or even a disconnection!) when you didn't know that your Due Date was changing, because you received no prior warning. In addition, you couldn't have paid anyway until your salary cleared in your account, around two days after the Due Date of the 25th.

This is the predicament that thousands of residents in Johannesburg have found themselves in over the last few months. As COJ migrates from a "one-stop-shop inhouse billing system" to a "decentralized system" in terms of which the billing is calculated by Joburg Water and City Power, rather than the City's Revenue/Billing Department, customers across the City are finding themselves receiving "surprise" bills unexpectedly early in the month.

In cases where residents usually receive invoices in the post, or where they know to go and check the COJ's website to download their bills at a certain time of the month, these residents might have missed that the COJ allocated them a new Due Date because their meter reading dates changed and they weren't notified to expect their invoice earlier than normal.

The consequence? Hundreds of thousands of rands in interest charges on arrears, and the costs of pre-termination notices being incurred by customers across the City, where these customers had no warning that the COJ was bringing their Due Date forward to an earlier date.

WHAT CAN BE DONE ABOUT AN UNREASONABLE EARLY DUE DATE?

Utilise one of the methods in this article to change your Due Date to a date that works for you. You will then know each month how to budget, and spend wisely, planning to be able to pay your COJ bill in full and avoid late payment interest. You will also have peace of mind that your COJ bill will not fall due and you will not get into any trouble for not having paid it, earlier than the expected Due Date.

WHAT CAN BE DONE IF YOU INCURRED INTEREST OR OTHER CHARGES AS A RESULT OF AN UNNOTIFIED DUE DATE CHANGE?

If the municipality changed your Due Date and made it earlier without telling you, this is a violation of the provisions of the Promotion of Administrative Justice Act ("PAJA"), which prescribes that municipalities have to notify customers if the municipality is planning to take an action which would adversely and materially affect the customer. They have to give the customer time to consider the proposed action and make presentations to the municipality about the proposal. Then the municipality has to meaningfully consider the customer's representations, before making a final decision.

COJ's failure to have done this renders the change in Due Date unlawful, where it was done without notification in advance to the customer. A customer who is unhappy because they have incurred charges or otherwise suffered damages as a result can dispute the charges that arose as a result of the Due Date being brought forward without their knowledge. Customers are advised to follow the normal dispute resolution processes set out by the municipality in section 16 of the Policy, to ensure that they are raising their grievances in the right forum.

CONCLUSION

Knowing and understanding different components of your municipal invoice, and planning for downloading and paying your municipal invoice at a time each month convenient to you, can help you avoid unnecessary interest and other charges being incurred as a result of your Due Date for payment having passed before you have paid.

You can contact the Public Law Department at HBGSchindlers if you require legal assistance on a matter pertaining to Due Dates.

Please note: Each matter must be dealt with on a case-by-case basis, and you should consult an attorney before taking any legal action.



Chantelle Gladwin-Wood
(Partner)



Michelle Venter
(Senior Associate)



Tshiamo Tabane
(Candidate Attorney)