

1 Obsidian Villa

1.1 Evidence-Led Legal Position and Dated Action Plan

As of: 26 August 2026, Africa/Johannesburg

Status: Confidential working legal intelligence briefing. Counsel review is required before any formal notice, termination, settlement proposal or external legal communication.

Information control: Reza Kasu is the sole tenant and visible representative. This publication excludes principal identifiers, raw chat exports, account records, direct-contact data and unverified allegations.

1.2 Executive Summary

The latest cross-system evidence review adds useful operational context but does not alter the controlling contractual baseline. The two most important new points are a narrow consent for an urgent carpet-cleaning attendance and charge, subject to evidence of actual cost and work performed, and the stated source of the relevant photographs as housekeepers. Neither point independently proves a privacy breach, entitlement to a rent credit, or a right to terminate.

The immediate position is **evidence first, communications controlled, and all legal remedies counsel gated**. The executed signed redline visibly removes the previously proposed 20% construction-abatement wording. Clause 12A.3 may remain a potential contractual route only where the qualifying condition, consecutive-business-day calculation, supporting evidence and notice requirements are all confirmed by counsel. If that threshold cannot be proven, a negotiated written surrender and mutual release remains the most controllable commercial exit path.

Decision point	Current verified position	Required control
Contract status	Executed lease, Booking Form and signed redline remain controlling.	Rely on the final signed documents, not earlier drafts or informal descriptions.
20% construction remedy	Not an executed current entitlement; the text is visibly struck through in the signed redline.	Do not demand, deduct or represent a 20% credit.
Carpet clean	Attendance and a charge were agreed in principle.	Obtain original images, service report, invoice, scope, before/after evidence and actual cost.
Staff access	Routine housekeeping and maintenance access is controlled rather than eliminated.	Require notice, named staff, role, scope, timing and no out-of-scope intrusion.
Alternative overnight accommodation	Operational messages do not necessarily amend occupancy and provider-approval terms.	Obtain a written, time-limited tenant-facing variation before ongoing overnight use.

Decision point	Current verified position	Required control
Exit position	No immediate unilateral exit remedy has been established.	Preserve Clause 12A.3 evidence while maintaining a counsel-reviewed mutual-release option.

1.3 Reconciled Evidence Delta

Source-supported item	Classification	Legal and operational relevance	Controlled treatment
A tenant agreed that an urgent carpet cleaner could attend and that a charge could be added.	Admission / limited consent	Supports a defined urgent service and a charge in principle, but not causation, unlimited quantum or final liability.	Preserve the original exchange. Request service records and actual cost evidence before any reconciliation.
Management stated that housekeepers supplied the photographs.	Admission	Explains the stated photo source; it does not itself establish surveillance, an unauthorised search or a privacy breach.	Preserve the message and photos. Use a forward-looking access/scope protocol rather than an accusation.
A tenant described housekeepers as “spies”, withdrew access and alleged unlawful monitoring.	Allegation	The current record does not prove an access or privacy breach and the allegation could create avoidable service friction.	Do not repeat or escalate the label. Use only neutral, factual staff-access controls.
A 20% construction remedy was asserted after more than five days.	Allegation	The executed signed redline visibly strikes the relevant 20% wording.	Do not demand a credit. Preserve construction evidence for the separate Clause 12A.3 analysis.
Management directed remaining queries to email.	Verified fact	Establishes the appropriate channel for a controlled	Keep any external correspondence staged pending exact

Source-supported item	Classification	Legal and operational relevance	Controlled treatment
		factual request or future formal notice.	approval and counsel review.
Messages described staff-residency requirements and a temporary alternative arrangement.	Operational statement / commitment	A temporary operational arrangement is not necessarily a lease variation.	Obtain a written, tenant-facing and time-limited accommodation variation if ongoing overnight use is required.
Construction material includes a letter reporting indoor readings of 66.3, 77.1 and 76.7 dB at approximately 10:34 and related media.	Evidence attachment	Supports a contemporaneous disturbance record, but does not alone prove calibration, ongoing qualifying days, authorisation, unlawfulness or a Clause 12A.3 trigger.	Preserve originals, record each day independently and obtain counsel's contractual reading.
No formal email notice on construction, quiet enjoyment, staff access, Clause 12A or 20% remedy was located in the reviewed date range.	Search-scope finding	No formal written position has been established in the reviewed surfaces.	Maintain a clean chronology; do not treat WhatsApp assertions as contractual notice.

1.4 Legal Position

1.4.1 Contractual Rights and Operational Requests

The lease is the rights instrument. WhatsApp and operational-workspace records are relevant communication evidence, but they do not displace the executed documents. The signed redline does not support a 20% abatement demand. Clause 12A.3 should be treated as a possible route only after a defensible consecutive-business-day record has been assembled and counsel confirms both the triggering conditions and notice procedure.

The carpet exchange is a narrow consent to prompt mitigation. It does not remove the right to see whether the service was necessary, performed, reasonably priced and actually attributable to the tenant. Equally, a

categorical position that all condition issues must wait until checkout is not advisable: genuine immediate mitigation can be reasonable, while final allocation remains evidence dependent.

1.4.2 Staff, Privacy and Access

The verified position supports boundaries, not accusations. A housekeeper can report a condition visibly observed during a compliant, notified visit. The current materials do not establish an unauthorised search, recording or monitoring instruction. The tenant should not obstruct contract-compliant routine access, but should require a written service matrix identifying each person, employer, role, date/time, purpose, rooms needed and brief service outcome.

Any escalation should be based on evidence of unnotified access, an out-of-scope search, private-room entry, recording, purposeless repeat attendance or an actual instruction to monitor private life. Those facts, rather than motives or labels, preserve credibility and negotiation leverage.

1.4.3 Construction and Lawful Exit

The construction packet supports evidence collection but not an immediate termination assertion. The disciplined route is to document every potentially qualifying business day: date, start/end time, location, actual activity, short original media, witness, objective impact, any meter reading and any response. Counsel must then confirm whether the relevant threshold was reached and whether a 30-day written notice is required.

If the strict contractual route is uncertain, the primary commercial alternative is a negotiated written surrender and mutual release. It should cover possession, move-out, prepaid unused rent, deposit, inspection, releases and no admission. No keys, possession or financial concession should be agreed before the release is signed.

1.5 Multi-Dimensional Assessment

Lens	Current assessment	Strategic consequence
Black-letter contract	Defined routine-access and occupancy controls apply; the 20% text does not survive in the executed redline.	Preserve contractual compliance and do not make a remedy assertion from an earlier draft.
Economic analysis	Original evidence and a narrow cost audit are low-cost; an unsupported exit assertion could jeopardise prepaid-rent recovery.	Invest effort in evidence and commercial optionality, not rhetorical escalation.
Resolution and relationship	Management's email direction creates a contained, face-saving channel.	Separate cost, construction, access and accommodation issues rather than bundling them.
Pragmatic leverage	Construction documentation and defined access boundaries	Resolve or document any accommodation exposure before negotiating.

Lens	Current assessment	Strategic consequence
	create leverage only if tenant-side compliance remains clean.	
Practical dispute intelligence	Originals, invoices, notices and complete chronology are more persuasive than labels.	Preserve complete threads and unedited media.
Risk-adjusted strategy	Clause 12A.3 could be valuable but is presently unproven; a mutual release is more controllable when the trigger is uncertain.	Operate both tracks while counsel assesses the legal threshold.
Ethical and reputational control	Current evidence does not support allegations of spying, illegality or an automatic rent credit.	Use neutral factual language and avoid manufacturing breach or unauthorised occupancy.

1.6 Dated Action Plan

Timing	Owner	Required action	Evidence or decision gate
Immediate	Reza	Preserve the full WhatsApp chain, carpet photographs, staff-accommodation exchanges and construction media. Do not delete, edit, selectively forward or add argumentative replies.	Export or screen-record with visible chat title, dates and times; hash original media where possible.
Immediate	Evidence coordinator	Enter the carpet event and each construction incident into the private evidence record with source, observation, attachment and reviewer status.	Facts only; no conclusion that staff are spying or works are unlawful.
Within 24 hours	Tenant-side reviewer	Compile incoming-condition baseline,	A future request must seek evidence; it must

Timing	Owner	Required action	Evidence or decision gate
		original photos, cleaner report, invoice, work date, scope, before/after evidence and actual cost.	not deny the prior service consent.
Within 24 hours	Operations lead	Confirm whether any alternative overnight arrangement is still required.	If so, obtain a written, tenant-facing, time-limited variation before relying on it.
Daily	Reza and evidence coordinator	Continue the Clause 12A evidence log with event timing, location, original media, witness and measurable impact.	Keep legal conclusions out of the log; preserve metadata and source time.
Before formal notice	Counsel	Confirm qualifying-event standard, consecutive-day calculation, notice address/form, cure opportunity and statutory interaction.	No unilateral termination, abatement demand, filing or release decision before advice.
After advice or material change	Counsel and tenant	Select a factual notice, negotiated written release or continued evidence collection.	Exact content, sender, recipient and financial consequence need separate approval.

1.7 Controlled Communication Status

No external communication is authorised automatically. Any future correspondence should be tenant-only, factual and confined to the required staff roster and access protocol, carpet-service evidence, construction-response channel, and a written accommodation variation if needed. It should not repeat unproven surveillance or illegality allegations, seek a 20% credit, or announce an exit route.

1.8 Evidentiary Gaps and Counsel Gates

Gap or decision	Why it matters	Required proof or review
Full WhatsApp transcript and original media	The source delta is not a substitute for a native export and device times may require confirmation.	Obtain a complete export or screen recording and source originals; preserve integrity hashes.
Carpet condition and pricing	Consent to a service does not fix causation or quantum.	Original images, cleaning report, invoice, actual cost and check-in baseline.
Staff-access scope	A visible observation differs from a search or monitoring instruction.	Names, roles, task scope, notice history and service documentation.
Alternative overnight accommodation	An operational statement may not amend occupancy restrictions.	Written, time-limited variation.
Clause 12A.3 calculation	The current materials do not prove a qualifying consecutive sequence.	Daily originals, precise contractual analysis and counsel advice.
Commercial exit	A premature assertion can create a counter-breach or weaken recovery.	Counsel-reviewed surrender and mutual-release terms if a strict contractual route is not established.

1.9 Document Control and Source Limits

This briefing is a controlled analysis of the available record as at 26 August 2026. It does not attach raw conversations, original videos, photographs, account records, direct-contact information or unverified material. The executed lease, Booking Form, signed redline, original media and complete correspondence remain the authoritative evidence sources. No part of this briefing is a formal notice, termination, settlement offer, invoice, waiver, admission or legal opinion.

1.9.1 Source References

1. Read-only evidence delta across authorised messaging, email, task-management, calendar and document sources, 26 August 2026; preserved separately with an integrity reference.
2. Executed lease, Booking Form and signed redline; reviewed as the controlling contractual record.
3. Existing staff/access, construction-evidence and lawful-exit analyses; used as working legal intelligence, subject to counsel verification.