

BUSINESS LAND AND PROPERTY DISPUTES: TENANTS OF COMMERCIAL PREMISES

Most aspects of the property during the lease term will be regulated by the Lease itself. If there are going to be difficulties with your Landlord, it will often be in the following areas:

- You need the Landlord's consent to carry out some works, sublet part of the premises, assign the Lease to someone else etc. but the Landlord is delaying their decision or you believe is unreasonably refusing consent.
- There is a problem with the building, e.g. the roof is leaking or the air conditioning is not working. You believe it is the Landlord's responsibility to pay for remedial work to be carried out but the Landlord says it is your responsibility. Does the fact you have a full repairing Lease mean you are responsible for everything?
- You have not managed to agree the new rent on a rent review because the amount the Landlord wants is too high.
- You are coming to the end of the lease term and want to renew, but your Landlord is not willing or the terms demanded are unacceptable to you.
- You want to leave the premises early by using the break clause in the Lease. What do you need to do to make sure you exercise that break clause effectively?
- At the end of the Lease (whether this is due to effectively using the break clause or because the lease term is up) you have to return the premises in a certain condition. Repairs and redecoration items are referred to as Dilapidations. How do you make sure you deal with this effectively, particularly if your Landlord produces a Schedule of Dilapidations that will be very expensive for you to implement?