

# Commercial leases and landlord & tenant disputes

**If you are a landlord or tenant of a commercial property, it is essential to understand the extent of your rights and obligations. We provide clear and practical advice on all aspects of commercial leases.**

Sometimes disputes are inevitable. Should they arise, we work hard to ensure that matters are resolved as swiftly and cost-effectively as possible.

We are recognised for our expertise in commercial leases: one of our lead partners is a member of the Property Litigation Association and we are rated in Legal 500 for our work in this specialist area.

We advise and assist in all areas of commercial landlord & tenant law, the most common of which we summarise below.

## Dilapidations and repairs

If any part of your property is in a state of disrepair, you need to know whether it is the landlord or the tenant who must arrange for the repairs to be carried out and paid for. We can advise at any time throughout the duration of the lease, but it is often most crucial when the lease comes to an end, as at that point, a landlord may wish to bring a claim for dilapidations.

## Rent arrears

If you are a landlord and your tenant is behind with his rent, you may wish to consider what action you can take to recover the sums due. We can advise you on all the options available to help you recover as much as possible, such as serving a notice or rent demand on the tenant and bringing a claim in the courts.

## Service charge disputes

A service charge is often the subject of a dispute between a landlord and tenant. Although it is the tenant who pays the charge, the landlord is the one who controls how much will be paid, since he decides which contractors will carry out the work.

We can advise you on the operation of the service charge clauses within your lease and assist in resolving any disputes that arise.

## Assignments and sub-lettings

If you are a landlord and your tenant is asking for consent to assign the lease or to sub-let all or part of the property, you may have some misgivings. We can advise on the implications of giving consent, and the requests you can make of the outgoing tenant. We can also advise on the circumstances in which you can withhold consent.

Likewise, if you are a tenant wishing to assign or sub-let and you are unsure of your rights and obligations, we can advise on the steps you will need to take with your landlord, the conditions you may have to agree to in order to obtain his consent, and on any ongoing obligations you may have after the assignment or sub-letting has taken place.

## Break notices

We are able to give advice on the correct procedures that need to be followed to bring the lease to an early end should the lease provide a break either for, the landlord or the tenant, or both.

## Forfeiture

If a tenant is in breach of his obligations, it may be possible for the landlord to re-enter the property and forfeit the lease. We advise landlords and tenants on all the issues surrounding forfeiture such as any pre-conditions affecting the right to forfeit, the existence of a rent deposit, service of the appropriate notices on the tenant and the implications of forfeiture on any guarantors or sub-tenants.

## Contact

Please contact one of the lead partners in our litigation/dispute resolution team:

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