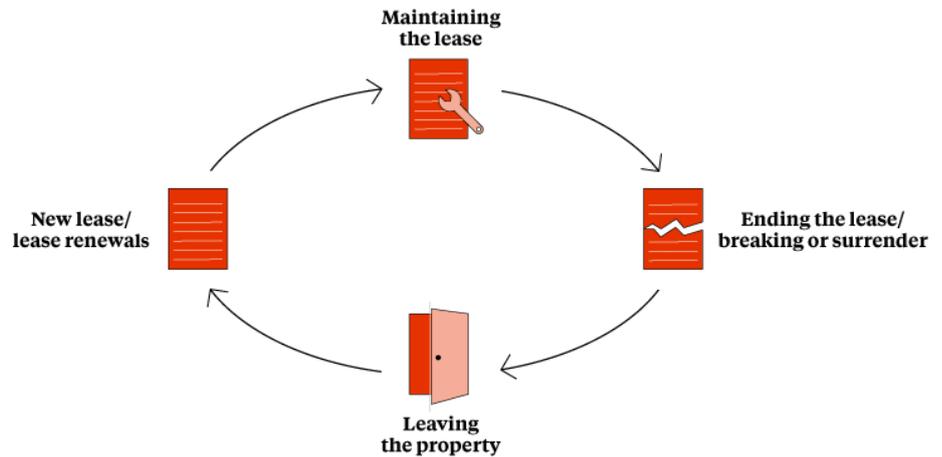


Lease disputes

As a tenant, you have to adhere to the terms of your lease. And, as a landlord, you need to make sure that your tenants are doing just that. Here's our explanation of the life cycle of a lease—with notes about how we can help you at each stage.



New lease/ lease renewals

When you move into a new, commercial property, you need to negotiate your lease. Or, if you've been there a while, you might need to renew it. Whether you're a landlord or a tenant, our commercial property team can help you navigate this quickly and effectively.

Maintaining the lease

We can help you make sure that the conditions of the lease are followed. If you're a landlord, we'll help you enforce the terms of your lease and, if you're a tenant, we can advise on what you can do to stay compliant with the lease, and what your landlord's responsibilities are to you.

Sometimes, circumstances arise where, for a variety of reasons, either the landlord or the tenant wants to break or end the lease that they're in.

This might be because either side hasn't been complying with their obligations, like if the tenant has fallen into rent arrears. We can advise you on what you're legally able to do, whichever side you're on. We'll explain the legal justification for things like forfeiting a lease, and let you know what action you can take.

Ending the lease/breaking or surrender

If, as a tenant, you want to leave or stay in a commercial lease, there are several legal considerations that you need to navigate. And, as a landlord, you might want to keep your tenants in place—or move them out swiftly.

If both sides agree, we can help you to achieve a smooth 'surrender' of the lease. If things get more complex or contentious, we can advise on aspects like break clauses and forfeiture, and how to approach those.

Leaving the property

When you leave a property, your lease will contain a clause that explains the state you have to leave it in.

Sometimes, this means removing everything, and giving the landlord 'vacant possession'. If you don't follow these instructions carefully, your breaking of the lease might be invalid—so you need to make sure it's done properly, as you'll normally only get one chance.

We can also advise on dilapidations—from both a landlord and tenant perspective—to make sure you're not unfairly left out of pocket for dilapidations that aren't your fault.

And, if you're contesting the renewal of a lease—whether you're the landlord or tenant—we can guide you through that, too. Normally, tenants have an automatic right to a new tenancy, unless there are exceptional situations. We can discuss all options with you at every stage.