

Managing the relationship with your landlord

A positive landlord and tenant relationship is essential to your enjoyment of your premises. A good relationship will ensure that you can both get the best out of your tenancy, and any issues can be dealt with quickly and positively.



Christina Tennant
Senior associate
T: 020 7551 7634
c.tennant@bwbllp.com

Christina has a broad range of experience in commercial property transactions. She acts on the acquisition and disposal of investment properties and advises developers and investors on the development of sites. She handles all aspects of landlord/tenant and general real estate management work and has acted on a number of recent West End and City office moves.

Christina Tennant sets out the best way to ensure you and your landlord have a trusting relationship

Like all good business and personal associations, the relationship with your landlord should be founded on trust. Establish a good relationship with your landlord, and it should be mutually beneficial. You never know when you may need to ask your landlord for a consent or a concession, or where an issue arises (whether within or outside the terms of your contractual relationship) which needs your landlord's assistance.

Get off on the right foot

When it comes to negotiating the heads of terms for your new tenancy, set out and agree reasonable terms with your landlord.

Where possible, obtain some professional advice from an agent to make sure you are agreeing terms that are both 'market standard' and also realistic and workable for the type of premises. The agent will also be able to give you advice on the expenses you are likely to incur during your tenancy, such as rates and repairs.

Get it in writing

If your prospective landlord has promised to carry out some repairs or provide new carpeting, then be sure to get it in writing, ideally in your tenancy document. Anything less leads to the risk of miscommunication and an opening for problems. From a legal point of view, an 'oral' contract is extremely hard to prove and to enforce.

Understand your responsibilities and take them seriously

Read your tenancy document thoroughly and make sure you are clued up about your legal obligations.

For example, you are likely to be responsible for the upkeep of the premises. Your premises are the landlord's investment, and they will take protecting the value and marketability of their investment seriously. Be clear about your repairing obligations and demonstrate to your landlord that you are fulfilling your duties properly. The goodwill that you build up

with your landlord may be important when it comes to negotiating any dilapidations liabilities you have at the end of the tenancy.

If the landlord is responsible for insuring the building, the tenant will be obliged to comply with the insurer's terms and conditions. Make sure you know what these are: request a copy of the insurance policy from the landlord and check the small print. The policy will contain extra conditions (such as extra security arrangements) if the premises are left unoccupied for a period of time; this is particularly topical with the festive period approaching.

Pay on time

Beware of the penalties if you do not pay your rent, service charge and insurance premium on time. Your tenancy document is likely to contain interest provisions that allow the landlord to charge interest, sometimes after the expiry of a short grace period; the interest will usually be payable from the due date for payment however, ignoring any grace period.

Ask for consent

Your tenancy document is likely to contain various restrictions on what you do with the premises. If you are carrying out any alterations to the premises or changing the use of the premises, you may need to request the landlord's consent. Likewise, if you are proposing to underlet or transfer your interest in the premises, this is likely to require your landlord's approval.

Make sure you know when you need to request consent. It will not help your relationship if the landlord inspects your premises and discovers that you are allowing another company to hot desk there or are using the premises for something unexpected.

At the start of the tenancy, if you want to make alterations to the premises to fit them out for your proposed use, check whether you will need consent from the landlord. If you will need consent, make sure that this is obtained at the same time as you enter into the tenancy document, where possible. You do not want to find yourself in a position where you are paying rent for premises that you cannot use because



you are waiting for the landlord to consider your plans and specifications and consent to them.

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Make sure that any alterations that you carry out at your own cost will not be taken into account on rent review, or improvements you have made may push up your rent. The landlord may insist that you are obliged to reinstate any alterations at the end of the term; this will be a costs and timing issue for you in the final months of the tenancy.

If your premises become surplus to your requirements, and you want to consider underletting some space or even assigning the premises, your landlord is likely to be required to approve both the new incoming occupant and the terms of your deal with them.

When you need to request the landlord’s consent, ask in good time and supply full details.

Communication is key

Set up a good channel of communication with your landlord, whether direct or through its agent.

Check the notices provisions in your tenancy agreement, to make sure that you serve any formal notices correctly. If you are exercising a contractual break during your tenancy, it will be essential that you serve the break notice correctly on the landlord within the correct timescale in order for the break to take effect.

Reap the rewards

If you have built up goodwill with your landlord, the landlord should be more amenable if any issues arise during your tenancy or if you need to request any concessions from the landlord.

Find out more

Further information on the range of services we offer is available on our website at <https://www.bwbllp.com/services/real-estate/>. You may also be interested in our free guide to negotiating heads of terms for tenants of commercial premises, at <https://www.bwbllp.com/file/a-tenants-checklist-of-heads-of-terms-for-commercial-property-leases-2017-pdf>