



Press Release: In need of a break?

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by **Sian Johnston, solicitor specialising in commercial property**

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‘Tenant Break Options in commercial leases are now common place’ says Sian Johnston, solicitor at Phillips specialising in commercial property. ‘They give the tenant the right to end the lease prior to the end of the lease term. Exercising a break option should be approached with great care so here are a few tips:

For tenants seeking to break their lease:

1. Check the lease terms to make sure the right person issues the break notice.
2. Check the lease terms to see how the break notice needs to be served, on whom, the time frame and where it needs to be served.
3. Ensure that the conditions placed on exercising the break option have been complied with before serving the break notice otherwise it could be invalid. Examples include paying the rent up to and including the break date and complying with its covenants under the lease.

For landlords receiving a break notice from their tenants:

1. Check the lease terms to ensure that the break notice has been served by the tenant in the correct manner, in the correct time frame and that the conditions to exercise the break notice have been complied with.
2. Get the property pack up to date and ready for re-marketing to ensure that the property can be re-let as soon as a suitable tenant has been found and the current tenant has vacated the property in accordance with the break option.

Whether you are a tenant looking to exercise a break option in your lease or a landlord receiving a notice from a tenant it is always worth checking your lease terms with a solicitor.’

Call Sian Johnston on 01256 854674. www.phillips-law.co.uk

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