YOUR RESPONSIBILITIES TO YOUR AGREEMENT

It is important for those protected under the Landlord and Tenant Act provisions (L&T Act), and especially when renewing their agreements, to read this section carefully. The responsibility for ensuring the agreement you hold does not expire (or run out) remains solely with you, unless (say) you instruct a solicitor.

We must warn you that tenants do not always fully appreciate or acknowledge the responsibility that comes with renting commercial property and might assume that they will be alerted by their landlords or Government etc. Note the Pubs Code that covers the PCA/MRO rights are separate to Landlord & Tenant Act legislation or agreement rights, they do not replace them. Notices from the PCA to suspend or delay code rights do not mean the rights you have under your letting agreement are suspended or delayed.

Therefore, for all tenants with renewable agreements or (say) with notice periods in any "rolling" agreements we MUST insist that, if not already done so, you instruct a suitably qualified Solicitor or paralegal and have them check your agreement and set out for you the key deadlines and undertake the responsibility to get in touch and alert you when time is running out on your agreement so you can take appropriate action and preserve your agreement and or rights.

You need to ensure the agreement you hold stays "live" and is extended at the appropriate time and does not expire or it will undermine your business.

As noted above would prefer it if you instructed a lawyer to keep a check on these timings but will look to helping tenants set up a reminder tool for you to download to your laptop/PC/mobile calendars.

If you would like advice, or would like the name of a tenant friendly law firm or are simply interested in getting a calendar set up, get in touch HERE

Yours sincerely,

Chris Wright
Director

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