

## Landlord Protections Make for Stronger Lease Agreements

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The primary purposes of a residential lease agreement are threefold: (1) to designate the amount of rent, (2) to declare rights and remedies between landlord and tenant, and (3) to declare the landlord's obligations and remedies in case of a default by the tenant.

Most lease agreements are standardized in form and cover basic provisions. However, leases that predate the Blumberg Free Market Residential Lease prepared by Adam Leitman Bailey, P.C. ("ALB") do not reflect the concerns of contemporary real estate practice.

Landlords should protect themselves through modern leases to avoid the consequences of various judicial precedents and legislative laws meant to favor tenants. For example, residential lease forms written prior to the 21st century do not account for the Internet and technological advances.

Other common leases do not act upon the developments in the law that have arisen since they were composed. Consequently, landlords are losing rights, time and money as a result of leases that could have been drafted better.

### Maximize Income

Landlords make money by collecting rent from tenants and keeping the cost of maintenance and repairs at a minimum.

Landlords are best protected from loss of income when the lease sets forth the result of any and all potential conflicts. The ALB Blumberg lease gives a precise definition in the event of a tenant's continuous late payment, the chronic non-payment proceeding, which, if met, is treated as a violation of the tenancy.

It gives the landlord the right to look directly to the lease in addition to the judicial precedents. Also, it permits the landlord to terminate the lease before the end date, maximizing income and use of resources.

In addition, landlords could theoretically collect greater revenue for extra services their buildings provide but, because of insufficient lease provisions, that income is often lost.

The ALB Blumberg lease names all monies coming to the landlord as "additional rent" to secure income owed. This simple provision allows the landlord to sue and collect the unpaid money in one court and one proceeding.

It provides where a tenant contracts with the landlord for services such as parking, health club, cleaning, concierge, or chauffeur, and makes clear that the fees relating to such services will be collectible as additional rent. If a tenant

defaults on paying additional rent, the landlord is given the same firm remedies as for the tenant's defaulted rent payment. These provisions guarantee income owed, and can avoid lengthy court battles.

### **Delayed Possession**

Generally, landlord's are liable for the difference between market rent and lease rent when unable to deliver possession of the apartment on the date the lease sets forth as the start date.

However, landlord's can limit the tenant's recovery by specifying what conduct on the part of the landlord is excused and by placing a reasonable time period to keep the incoming tenant on the hook.

The ALB Blumberg lease binds tenant's to the lease for at least 90 days before the lease can be considered cancelled. It also relieves landlord's of any and all liability when an apartment is not ready for occupancy at the start date, whereas other leases relieve landlord's only for reasons beyond the landlord's reasonable control.

### **Preserving Building Aesthetics**

There is a positive correlation between preserving building aesthetics and maximizing potential income.

The ALB Blumberg lease includes provisions that require tenants to keep the building well maintained. It forbids hanging blankets and sheets in windows, restricts use of laundry lines, restricts plants exceeding the load bearing capacity on a terrace, regulates additional locks on apartment doors, restricts use of antennas without written consent, and places responsibility on tenant's for ordinary maintenance to prevent mold growth.

### **Noise**

The ALB Blumberg lease helps ensure that people live in harmony by placing boundaries on noise producing devices, including musical instruments and electronics.

The restrictions specify time of day, days of week, and gross duration of use, ensuring a certain quality of life for all tenants in the building and a lowered likelihood of the landlord having to defend noise claims.

### **Technology Clauses**

To protect the landlord, leases should mention modern technologies. No landlord wants to litigate problems arising from the tenant's internet connection or interference with a neighbor's internet connection.

The ALB Blumberg lease exempts the landlord from any interruptions in Internet service that the tenant may suffer. Most traditional leases do not have updated technology clauses.

### **Deliveries and Security Systems**

A lease should clarify the landlord's responsibilities for secure mail delivery and maintenance of security systems. The ALB Blumberg lease states that the landlord's agents are prohibited from receiving any mail or packages exceeding \$500. If property is left with the landlord's agents, it will conclusively have a value of \$500 or less (notwithstanding the actual value). This provision limits the financial responsibility of the landlord should a tenant claim any issues with deliveries.