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Comprehensive leases for regulated and unregulated apartments in New York and Nationwide, revised and updated by Adam Leitman Bailey & Dov Treiman*

Changes in Landlord and Tenant Practice Compel a Close Review of Contemporary Leases.

Landlords should protect themselves through modern leases to avoid the consequences of various judicial precedents and legislation meant to favor tenants, account for Internet and technological advances and recognize recent developments in the law. Landlords gain rights, time and money using these revised modern leases.

Protect and Increase 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.

These leases give a precise definition in the event of a tenant's continuous late payment. The chronic non-payment proceeding is treated as a violation of the tenancy. The landlord can 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 can collect greater revenue for extra services their buildings provide, which would be lost without the provisions of these leases. The leases name all monies coming to the landlord as "additional rent" to secure income owed. This allows the landlord to sue and collect the unpaid money in one court and one proceeding. Fees for services such as parking, health club, cleaning, concierge, or chauffeur, will be collectible as additional rent. If a tenant defaults on paying additional rent, the landlord is given the same remedies as if there was a default in payment of rent. These provisions guarantee income owed, and can avoid lengthy court battles.

Building Maintenance

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

Excessive Noise

These leases help 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. These leases exempt the landlord from any interruptions in Internet service that the tenant may suffer. Most leases do not have updated technology clauses.

Apartment Unavailable at Commencement Date

Generally, landlords are liable for the difference between market rent and lease rent when unable to deliver possession of the apartment on the start date. However, landlords 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 (90 days) to keep the incoming tenant bound. It also relieves landlord of any liability when an apartment is not ready for occupancy at the start date. Other leases relieve the landlord only for reasons beyond the landlord's reasonable control.

Deliveries and Security Systems

A lease should clarify the landlord's responsibilities for secure mail delivery and maintenance of security systems. These leases state 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.

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*This information is drawn in part from an article by Dina Chadi, in the Real Estate Weekly.

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