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GP PREMISES

TENANCY AGREEMENT

Question:

My ex-partner who has just retired owns the surgery premises and used to receive the notional rent reimbursement. Now we need to have a solid landlord/tenant agreement. The solicitor we approached drafted an agreement but it does not specify the roles and responsibilities of landlord and tenant. Could you give me an outline for a lease?

Answer:

To draw up the so-called 'heads of terms' of a lease, it really is necessary to consider the particular circumstances of the parties and the property so that they can be tailored to suit.

However, a good initial guide would be to work from the assumed lease terms used by the district valuer when assessing the rent value for reimbursement purposes. The assumed terms are: the term is for 15 years with three-yearly, upward-only rent reviews; the tenant bears the cost of internal repairs and decoration and the landlord insures the building and carries out external repairs and maintenance. The tenant will be responsible for the payment of rates and other outgoings and has the right to assign or sublet the premises subject to the landlord's consent 'which shall not be unreasonably withheld'.

The assumed lease terms also allow the premises to be used for practice purposes and, with the landlord's consent, for any other purpose for which planning permission has been granted or might be granted.