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New Lease

Question:

My retired, former partner is planning to impose a lease which would involve me, a non-property owning partner, in paying for the premises costs including external repairs and maintenance to the building and insuring it. Is there a model lease for GP surgeries?

Answer:

A lease is a good idea as it will clearly define the costs and responsibilities. It should also give you legal protection for future occupation and ensure you are charged a fair rent.

There are no model leases. The normal course of action would be to employ a specialist surveyor or valuer to draft out the 'heads of terms' for your lease and then for those to be agreed by both parties.

The key element is the rent and how that rent should reflect the two parties' responsibilities, notably in relation to repairs and insurance.

The value needs to liaise with the primary care organisation and district valuer to ensure that both the rent and lease terms are correct in relation to rent reimbursement. For example, if the landlord were to receive the total level of rent reimbursement, then it would be correct for him to be responsible for external decoration, external and structural repair, plus the cost of the building insurance. The tenant would bear only the liability for internal decoration and repair.

Conversely, if the tenant is to be responsible for the full repairing and insuring liability, then the rent under the lease terms needs to be adjusted so that it is less than the level of rent reimbursement.

I also recommend getting advice from a solicitor specialising in property matters.

If the surveyor or valuer you use is a member of the Primary Care Premises Forum (www.pcpf.co.uk) they will be able to adapt and utilise the forum's model heads of terms.