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Landlord Remedies for Tenant Default of Lease Agreement premises under a 99-year commercial lease.¹⁰ As a result, the landlord declared a default of the lease. The landlord re-let the premises for a substantial increase in rent. In holding for the tenant, the appellate court

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determined that the landlord ' s
termination of the lease,

Commercial Landlord-Tenant Law in
Florida

Default of a tenant under a
commercial lease and their eventual
eviction are fraught with risk and

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potential liability for the landlord. Though the lease may specify extensive landlord remedies, most courts will strictly construe the lease against the landlord, requiring strict adherence to notice of default and other process-based provisions ...

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Landlord in Default: Tenant's Rights
and Remedies ...

Commercial leases may include a
“ rent acceleration ” clause that
permit the landlard to declare all
amounts due under the lease for the
balance of the lease term due and
payable immediately if and when a

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tenant is found to be in default under the lease.

Lease Defaults and Landlord Remedies: Monetary Damages
When a tenant under a commercial lease defaults and the landlord wishes to exercise a right to terminate the

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lease and evict the tenant, the landlord must comply with the terms of the lease and the applicable law regarding termination and eviction.

Commercial Lease Default: A Tenant
Guide | Lease Ref

When a tenant defaults under a

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commercial lease, which usually means the tenant ' s failure to timely pay rent, the landlord will usually attempt to negotiate some resolution to collect the rents owed.

Defaults under Commercial Leases
Landlord in Default: Tenant's Rights

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and Remedies (Commercial) (CA) by
Practical Law Real Estate Related
Content Maintained • CaliforniaA
Practice Note discussing the rights
and remedies available to a
commercial tenant in California when
a landlord defaults under a
commercial lease. This Note covers

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landlord defaults such as delays in delivering the leased premises, breaches of the covenant ...

Commercial Landlord Tenant Law:
Listen to the Lease! - The ...

Tenant default occurs when a Tenant breaches one of the tenant ' s

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covenants in its lease. Tenant default can arise in a number of different ways but will typically be for one of the following: Non-payment of rent or other sums reserved under the lease
Breach of the repair covenant

Default and Eviction of Commercial

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Real Estate Tenants ...

The following events shall constitute a default of Landlord: (a) Fails to perform or observe any condition or obligation of this Lease to be performed by Landlord within thirty (30) days following written notice to Landlord of such failure, provided that

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Default and Remedies

The Lease Default Letter is recommended for Tenants, although may be used by Landlords as well, if the other party is breaching a section or clause in their lease agreement. The reason it is recommended for

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Tenants in most States have laws for landlords on how to handle specific violations against the Tenant (See Eviction Notices).

Enforcement of Commercial Leases: A
Practical Guide

Whether you are a landlord or a

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tenant of commercial premises, it is extremely important that the lease sets out full details of who will insure and exactly what they will insure. If the lease is silent, there is no implied obligation on either party to insure the property and/or to lay out any insurance monies received in

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reinstating it.

Landlord ' s Remedies on Tenant ' s Default under Commercial Lease

Because a tenant breach under a commercial lease can have significant economic effects for a landlord, close attention must be paid to drafting the

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default and remedy provisions.

Landlords: Beware When Terminating
and Evicting Commercial ...

Defaults under Commercial Leases

Termination or forfeiture of a
commercial leasehold is legally
justified where there is a breach of a

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material covenant or condition of the lease or a violation of applicable law

Tenant Default Under Commercial Leases

Tenant problems and defaults are inevitable challenges for successful

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commercial and industrial landlords and property managers. A bad tenant situation can be a potentially expensive problem and the ultimate outcome eviction is a potential minefield for the unwary landlord.

PROPERTY CODE CHAPTER 93.

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COMMERCIAL TENANCIES

Many commercial leases expressly define it to include any payment for which the tenant is liable under the lease. The definition of "rent" is relevant when it comes to identifying the arrears of rent for the purposes of re-entry and distraint, especially in the

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context of the tenant's attempt to
obtain

Landlord Best Practices and Remedies
under Commercial Leases
Understand “ Default. ” When a
party “ defaults, ” it means they
have violated the lease. The most

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obvious form of default is not paying rent. But, commercial tenants can default on a lease in other ways.

Landlord Rights Against Tenant
Default Under A Commercial ...

As a result, most landlords attempt to negotiate a “ rent acceleration ”

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clause in their leases. This permits the landlord to declare that all amounts due under the lease for the balance of the term are due and payable immediately upon the occurrence of a default under the lease.

6 Things to Know When a Tenant

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Defaults Under a Lease ...

A commercial tenant might default on their lease for a wide variety of monetary and non-monetary reasons. Those reasons which occur most frequently are listed below: Failure to Pay Rent or Other Monies Due Under the Lease

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Free Lease Default Letter - For Landlords and Tenants ...

When a tenant defaults on a commercial lease, there are a multitude of remedies available to a landlord, and it can be quite daunting to determine how best to respond.

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The best place to start is with the nature of the tenant default — was there a monetary (ie. unpaid rent) or non-monetary (ie. abandonment of premises) default?

An Overview of Landlord Rights and Remedies under Tenant ...

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Sec. 93.004. SECURITY DEPOSIT. A security deposit is any advance of money, other than a rental application deposit or an advance payment of rent, that is intended primarily to secure performance under a lease of commercial rental property. Added by Acts 2001, 77th Leg., ch. 1460, Sec. 1,

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eff. Sept. 1, 2001. Sec. 93.005.

Insurance provisions in commercial
leases | Longmores ...

If an urgent care center owner
defaults under a commercial lease, the
landlord (and its attorney) will consult
the lease agreement that both parties

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signed. A landlord who doesn't have an adequate remedy following breach of the lease by a tenant has "only itself to blame for entering into a lease that failed to provide such a remedy."

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