Discern the legal relationships between landlords and tenants

Law



Legal Relationships between Landlords and Tenants 03. Oct. Legal Relationships between Landlords and Tenants

No. The lease cannot be assigned to another party until the term which they had signed the lease, which is five years lapses. The business activities of a competitor in the market should not affect the lease terms, since they were not included in the terms before signing the lease.

A lease signed between a tenant, and a landlord is a legal document with terms and conditions which are applicable to both the property owner and the one who is leasing the property. The lease that one enters depends on factors such as the premises itself and what the intensions for use are (LaMance, 2002). The lease, therefore, covers the duration when the property is on lease, and no factor should change it not even the activities of a competing business. The landlord hence has no right whatsoever to change the lease and give it to another party.

The landlord can only ask the tenant to leave or give the premises to a new party only when the terms of the lease have been broken by the tenant. In a situation, where the tenant wants to terminate the lease agreement they should give a notification to the tenant, in writing seeking to terminate the agreement. How the business performs within the lease period should not be factors that will make the landlord want to change the tenant. The only business the tenant has with the landlord is the lease, and not the business he or she does. Whether it is doing well or not, it should not affect the landlord in any way.

Reference

LaMance, K. (2002). Landlord-Tenant: Terms of a Lease Lawyers. San

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