

In-house with you monthly Q&A

Rationalising your real estate for 2023

18 January 2023



Welcome



Philip Parkinson

Partner and Head of Real Estate

M: 07917 777 893

E: pparkinson@hcrlaw.com



A PASSION FOR PEOPLE

hcr
harrison clark
rickerbys solicitors

Freehold options – Philip Parkinson

Leasehold options – Anthony Goodfellow

Contentious aspects – Andrew Walker



Freehold

Unwanted freehold property

- Timescale v Value for considerations
- Change of use/development
- Local agent/valuer = the key



Presale checklists

- Capital allowances
- VAT
- Energy Performance Certificates (“EPC”)
- Asbestos
- Fire Risk Assessments
- Building warranties/guarantees
- Planning history
- Environmental concerns



Property not selling?

Why not assign or sublet the whole or part?



Anthony Goodfellow

Partner, Real Estate

M: 07890 561 426

E: agoodfellow@hcrlaw.com



Other options

- Break Clause
- Negotiated Surrender
- Assignment
- Underletting
- Group sharing/concessions



Assignments

- Assign whole or part
- Landlord's consent
- Conditions
 - Covenant strength
 - AGA
 - Guarantee/Rent Deposit



Underlettings

- Underlet whole or part
- Landlord's consent
- Conditions
 - Open market rent
 - Premium/rent free period
 - Guarantee





Andrew Walker

Partner and Head of Real Estate Disputes

M: 07836 574 430

E: awalker@hcrlaw.com



Break Notices

- Format
- Content
- Recipient
- Method service
- Pre-conditions



Termination on Expiry of Lease Term

- Statutory Leases
 - Landlord's Notice ("Section 25 Notice")
 - Tenant's Request For New Lease ("Section 26 Request")
 - Tenant's Notice ("Section 27 Notice")
- Contracted Out Lease



Dilapidations

- Damages for breach of tenant's repair etc covenants
- Statutory limit ("Section 18 Cap")
- Supersession



In-house with you monthly Q&A

Rationalising your real estate for 2023

18 January 2023

