

# Lease Repairs & Dilapidations

Minimising and Managing Dilapidations costs when facing a lease expiry or break clause

Tenant obligations and opportunities can be influenced by having **time on your side** 

Lease Exit & Dilapidations Specialists

**Timing** is a key factor in addressing these issues as part of an exit strategy

**Dilapidations** continue to be one of the more contentious and complex property issues faced by tenants - they generally impact at a strategic point of a lease expiry or when exercising a lease break.

Occupiers with leases ending within 2 years have reached an important stage of their contractual repairing obligations.

Taking the **right action** at the **right time** to manage the dilapidations process can help to minimise or even avoid this exit cost.

Failure to address these issues may result in your dilapidations liability being significantly higher than necessary.

To discuss a dilapidations matter or your lease exit strategy then call **020 7101 4167** 



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## At 24 months before a lease expiry or break

Do you plan to stay or does your business need to relocate?

Are you familiar with your lease obligations?

### At 18 months before a lease expiry or break

What is the minimum amount of work required to repair, redecorate and re-instate your demise?

Have you budgeted for this?

If you have a break option does it have any conditions attached?

### At 12 months before a lease expiry or break

Will the landlord discuss a financial settlement instead of you carrying out the work?

Do you have an exit strategy in place?

Can you comply with the break clause conditions?

### At 6 months before a lease expiry or break

Has your landlord served a Schedule of Dilapidations?

Will this be delayed for tactical reasons?

Is doing nothing an option?

### At 3 months before a lease expiry or break

By this stage, if the repair and dilapidations have not been identified or remedied then a financial settlement is likely to be the only option.

Without having considered the lease exit strategy & dilapidations at an earlier point during the term, there is potential that any settlement could be at a higher cost compared with implementing a dilapidations strategy during the term.