

### ***Step 1: Review the Terms of the Lease***

- Is rent payable?
- Amendments to be in writing?
- Tenant's 3rd party consents?

### ***Step 2: Consider Possible 3rd Party Complications***

Will cutting a deal be offside with any agreements the Landlord has with 3rd parties?

- Existing Lenders
- Co-Tenancies

### ***Step 3: Determine What Sort of Relief is Appropriate***

The Landlord will need to consider what sort "relief" or "rent concession" it is willing to agree to.

- Rent abatement
- Rent deferral
- Other Agreements

Is there an operating covenant?

Other conditions?

### ***Step 4: Decide on the Best Option***

It will depend on the circumstances, the negotiation strength of the parties and the reality of the situation.

### ***Step 5: Are there any Government Rent Assistance Programs available to Tenant?***

### ***Step 6: Craft an Appropriate Agreement***

Key clauses to consider including in any abatement or deferral agreement:

- Basic rent versus CAM costs, etc.
- Repayment schedule for deferred rent
  - Does the lease need to be extended to accommodate repayment schedule?
- Acceleration of rent on default
- Additional covenants (see Step 3 above) as well as other types of restrictions:
- Additional deliverables
- Confidentiality

**PRESENTERS**

If you require further information about anything covered in this handout, we would be pleased to discuss with you further.



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