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Retail Lease Considerations - Commercial Use And Tenancy Mix

The role of a tenant's lawyer is to get the best deal possible for the client. The purpose of this short article is to look at three different aspects that will be helpful for you as a lessee entering into a new lease, with a focus on your proposed use of the building and the importance of the other tenants around you.

I am a lawyer named Glenn Duker who is experienced in matters pertaining to retail leasing legislation.

The Permitted Use is required to be identified in your Lease. Oftentimes, this is only partially addressed. The wording "Permitted" Use is exactly as it sounds - the tenant is restricted to the confines of the clause as to what commercial use the premises may be used for. An informed tenant will want this to have a very wide scope. Try to envisage that your venture will expand over time and maybe into areas you had not contemplated at first instance. As but one example, if you are a dentist renting a large premises, you may want to be able to go beyond a basic dental use so as to include a doctor's surgery or some other related service.

The tenancy mix can also have significant commercial implications for your business. If, say, you are in a shopping centre or even in a small group of retail factory outlets, when you move in you might be the only clothing retailer. What you want to ensure is that no other clothing retailer that sells similar goods to you and who could thus be direct competition is able to move in during your lease term. Your lease lawyers can draft a clause along these lines.

Another similar issue relates to the anchor tenant. Defined, an anchor tenant is a large tenant which draws in the people, such as a supermarket. As the little guy, you will likely be benefiting quite directly off this passing trade. You should try to get a clause inserted in your commercial lease which empowers you with a right of termination, or at least some monetary compensation, if this main tenant vacates during your lease term.

Clearly, embarking on a lease is a major commitment. Please note that this article by Glenn Duker is provided only as general information. Make sure you get independent legal advice with respect to your particular lease situation.

Learn more from the author at [Glenn Duker](#). Stop by Glenn Duker's dedicated retail lease site where you can find more: [Retail Lease Advice Glenn Duker](#) and find out how it can assist you.

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