

Your Legal Questions

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Q. I lease one floor in a building as office space. I would like to let part of that to help pay my rent. What should I be thinking about?

A. Whenever you have a lease of property your first port of call will always be the wording of the lease.

Alienation is the legal term covering dealings with the lease. You may well see a clause headed 'Alienation' in your lease and this will be the provision covering any such dealings whether by sale, subletting i.e. grant of a lease or otherwise.

Firstly you will need to ascertain whether you may sublet part of your property or whether you are restricted to subletting the whole of it. You will also need to consider what the lease says about the rent payable on any sublease and whether the landlord is entitled to approve that rent. The landlord may have to give formal consent to the grant of the sublease, known as a licence to underlet, and he may also want his costs paid for in giving such consent.

The length of the lease term of any sublease must be less than the term of your own lease to ensure that the property is empty before your own lease runs out. This is important because your lease will probably include a provision that you must hand the property back at the end of the term with vacant possession. The lease will also dictate whether any tenant of yours will be automatically entitled to renew the sublease when it comes to an end or whether he will simply be obliged to vacate with no automatic renewal right.

If the lease prohibits any further letting of your property your landlord may allow you to do so anyway but he is not obliged to agree.

Leases are complex documents and legal advice is always recommended before taking any steps under them .

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