

# Can My Landlord Really Do That?

By

George Vaill

Dr. White in Framingham received a letter from his landlord that so shocked him that he nearly fell out of his chair; the lot behind the building where he had parked for years was to be reserved exclusively for others. He, his patients and his staff would no longer be allowed to park in that lot.

Needless to say, he was confused and angry. He'd been parking there for more than 10 years without a problem. Now, all of a sudden, they would all have to park on the street. And the few street spaces were all taken by others early each morning. He knew right away that this would have a very serious impact on his business.

In a near panic, he called his attorney. Surely, the landlord couldn't just take away the parking he'd been using all these years. Could he? Well, it didn't take the attorney long to determine that Dr. White's lease did not grant any parking privileges. "*Unfortunately,*" said the attorney, "*unless the lease states that you have parking rights, the landlord has no obligation to allow you to park in his lot.*"

Dr. White was stunned. He couldn't believe that the landlord could do this. So now he had to find some alternate parking or he would be out of business in a matter of weeks. He spent the following weekend trying to scrounge up some parking spaces in the neighborhood. Fortunately, he found some spaces and was able to secure a one year contract. But even that wasn't sufficient to solve his long term problem. And the cost of the off-site parking would now substantially increase his overhead. Soon he would have to broaden his search for a long term parking contract coinciding with his lease term or he would be in real trouble. That was his challenge in the coming year.

So how did this happen? Simple. 10 years earlier; he had concluded that it was safe to sign the lease "as-is" because, written at the top was the phrase "**Standard Form Lease**". And seeing that nice big parking lot behind the building, he had assumed that parking was part of the deal. So he signed the lease without questioning the parking arrangement. And now he was paying the price for taking the lease contract so casually and *assuming* something that wasn't guaranteed in his lease.

The lesson is that the lease spells out the rights and obligations of the parties. And it's your obligation to insure that you fully understand every element of the lease before you sign it and not ever assume anything. If it isn't in the lease, it isn't guaranteed. So, can your landlord really do that? Very possibly. The answer lies within your lease.

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