

# Don't Ignore Landlord Notices!

By

George Vaill

Dr. Samantha had just completed her lunch break and was waiting for her one o'clock appointment to arrive. As she idly flipped through some papers on her desk, her heartbeat quickened as she came upon an unopened, certified letter from her landlord which had arrived the week before. She'd forgotten all about it.

Samantha opened the envelope. The letter stated that, according to her lease, she was to sign and return the enclosed document to the landlord "within 7 days" or, failing that, the landlord had the right to sign the document on her behalf as her "attorney-in-fact". She glanced at the date on the letter, then at the calendar. To her dismay, she realized that the 7 day period had lapsed.

The document was entitled **Estoppel Certificate**. And one thing immediately caught her eye. It was a section that asked whether or not she had any claims against the landlord for defaulting on his obligations. In the space reserved for complaints, the landlord, as her "attorney-in-fact", had entered "none". Immediately, she sensed that she might have a problem. Because several weeks earlier, after months of refusal by her landlord to replace a dead air-conditioner, her attorney had filed a formal notice to the landlord for defaulting on his lease obligation.

Now, upon reading "none" in the space reserved for complaints, she became alarmed and immediately called her attorney. She told him about the letter and how the landlord has entered "none" in the blank reserved for her comments about any landlord defaults. Upon hearing all of that, the attorney directed that she immediately fax the document to him. He sounded concerned but said that she shouldn't worry.

Ten minutes later, he called Samantha and gave her the bad news: Her failure to respond promptly to the Estoppel Certificate notice had, indeed, triggered the landlord's right to execute the document for her. In doing so, he had declared (on her behalf) that she had no complaints against him. That declaration directly contradicted the facts. Samantha's attorney said that now, as she had (involuntarily) placed an obstacle in her path to secure the landlord's compliance, rather than feeling compelled by the simple default notice to replace the air-conditioner, the landlord might well feel emboldened to ignore her claim and Samantha would have to take the landlord to court.

As it turned out, Samantha did end up in court and the Landlord did try to use the Estoppel Certificate in his defense. Fortunately, he didn't prevail and, ultimately, was forced to replace the air-conditioner. But not before Samantha endured another summer of unbearable conditions in her office and not before spending many thousands of dollars in legal fees to resolve the problem. All because she had ignored the landlord's notice. She didn't know her lease obligation.

Most likely, Samantha could have saved herself a lot of aggravation and a lot of money had she only been aware of and paid attention to all the terms of her lease. So be warned: Know Your Lease! If you fail to heed this warning, you, too, could find yourself in Samantha's painfully uncomfortable – and expensive shoes. Instead, be proactive. Know your lease and **DON'T IGNORE LANDLORD NOTICES!**

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