



Can a Landlord Terminate Services or Access to Portions of a Commercial Tenant's Leased Premises?

In the realm of commercial leasing, disputes often arise between landlords and tenants regarding services, access to premises, and whether a landlord has the right to limit or terminate such services or access. As your trusted real estate advisors, we want to clarify the legal boundaries surrounding this issue and inform you of the potential liabilities a landlord may face when altering a commercial tenant's access or services.

Can a Landlord Terminate Services or Access to Portions of a Leased Premises?

Generally speaking, a landlord **cannot unilaterally terminate essential services** or restrict access to portions of the leased premises without risking legal exposure, unless there is a specific provision in the lease agreement permitting such actions. Essential services typically include things like electricity, water, HVAC, or even access to shared amenities like restrooms or parking areas. Disrupting these services may constitute a violation of the lease and can expose the landlord to significant liability.

Here are the primary factors to consider:

1. Lease Agreement Provisions:

The lease is the cornerstone of the landlord-tenant relationship. It governs whether the landlord can alter or limit access to certain areas or services. If the lease does not expressly permit the landlord to terminate services or limit access, doing so could be considered a breach of the lease. Commercial tenants have a right to expect access and services as agreed upon.

2. Constructive Eviction:

If the landlord's actions make it impossible for the tenant to use the premises for its intended purpose, the tenant may claim **constructive eviction**. This occurs when a landlord substantially interferes with the tenant's ability to conduct its business on the leased premises. A successful claim could allow the tenant to terminate the lease and potentially seek damages.

3. Force Majeure Clauses:

Some leases contain a **force majeure** clause, which excuses a landlord's obligations during certain uncontrollable events, like natural disasters or pandemics. These clauses could provide the landlord with some leeway to reduce services or access, but they must be carefully drafted and interpreted on a case-by-case basis.

Potential Landlord Liabilities

Landlords who improperly limit services or access to a commercial tenant's premises

could face several liabilities:

- **Breach of Lease:** If a landlord is found to be in breach, the tenant may be entitled to damages, including lost profits and costs incurred from finding a new space.
- **Court Injunctions:** A tenant could seek a court order requiring the landlord to restore services or access, putting additional pressure on the landlord.
- **Penalties Under Local Law:** If local laws protect the tenant, landlords could face fines or other penalties for not maintaining services.

What Should Landlords Do?

To avoid costly legal disputes, landlords should:

- **Review Lease Agreements Carefully:** Before making any changes to services or access, the lease should be thoroughly reviewed to determine whether any legal justifications exist for such actions.
- **Consult an Attorney:** If there's any uncertainty about the legality of altering services or access, seeking legal advice early can prevent unnecessary disputes.
- **Communicate with Tenants:** In many cases, tenants may be willing to negotiate changes to services or access. Open and honest communication can go a long way toward avoiding litigation.

Conclusion

While there are situations where a landlord may have the right to alter or terminate services or access, doing so without proper legal backing can expose them to significant liability. Whether you are a landlord or a tenant, it's critical to ensure your lease agreement clearly outlines these rights and obligations.

If you have questions about your commercial lease or need legal guidance on landlord-tenant matters, our team at James G. Dibbini & Associates, P.C. is here to assist you. We are always available to review your lease agreements and provide advice on any potential risks.

Please feel free to contact our office at 914-240-8270 or via email at jdibbini@dibbinilaw.com for further assistance.

The attorneys at James G. Dibbini & Associates, P.C. collectively have over 50 years of experience providing legal services in the areas of:

- [Landlord & Tenant Law](#)
- [DHCR Representation](#)
- [Business Formations](#)
- [Commercial & Residential Real Estate Closings](#)
- [General Business Law](#)
- [Civil Litigation](#)
- [Zoning Issues and Variances](#)
- [Housing and Building Code Violation Matters](#)
- [Wills, Trusts & Estates](#)

Check out our [589 amazing reviews](#) on Google from our very happy clients.

James G. Dibbini & Associates, P.C.

570 Yonkers Avenue

Yonkers, NY 10704

(914) 240-8270

This James G. Dibbini & Associates, P.C. Newsletter is a publication of James G. Dibbini & Associates, P.C. All Rights Reserved. Quotation with attribution is permitted. This newsletter offers general information and should not be taken or used as legal advice for specific situations, which depend on the evaluation of precise factual circumstances. Please note that James G. Dibbini & Associates, P.C. does not undertake to update its publications after their publication date to reflect subsequent developments. Prior results do not guarantee a similar outcome. This publication may contain attorney advertising.



James G. Dibbini & Associates, P.C. | 570 Yonkers Avenue | Yonkers, NY 10704 US

[Unsubscribe](#) | [Update Profile](#) | [Constant Contact Data Notice](#)



Try email marketing for free today!