

# Commercial Landlords and Tenants Question Procedures in Face of COVID-19

During the past few weeks, many commercial landlords and tenants have reached out to Reinhart attorneys to request assistance with a wide variety of questions related to the COVID-19 pandemic. Unfortunately, many of these questions do not have clear-cut answers in the underlying lease documentation. To provide appropriate guidance and answers, your Reinhart attorney will consider the particular question in light of the circumstance and applicable lease provisions. Below is a list of several of the real-life issues that are currently confronting Reinhart's commercial landlord and tenant clients.

## Commercial Landlord Concerns

- If a tenant notifies a landlord that one of its employees or invitees has contracted the coronavirus, does the commercial landlord need to notify all of the tenants within the building?
- Does the commercial landlord have an obligation to increase its level of janitorial service within its building in an effort to keep its tenants and their employees and visitors safe?
- If the landlord increases the scope of janitorial services to common areas such as rest rooms, elevators and other shared spaces to combat the coronavirus, may the landlord then charge the full cost of the increased janitorial costs through to its tenants as operating expenses?
- Are there appropriate new rules and regulations that a commercial landlord should put into effect to help keep its tenants safe from the coronavirus?
- Does the commercial landlord have a right to collect from a tenant that voluntarily shuts down its operations within the premises to keep its employees and visitors safe? Does that answer then change if a governmental agency requires the tenant to close its doors?
- Faced with lost rental income arising from the pandemic, does the landlord have a right to file a claim against its insurer providing it with rental interruption coverage?
- What proactive steps may a commercial landlord want to consider taking to

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assist its long-standing or valued tenants to help them make it through this crisis?

- Can a tenant abate or withhold rent during a pandemic under casualty or force majeure provisions?

## **Commercial Tenant Concerns**

- What responsibility does a tenant have to its landlord (and, by extension, other tenants within the building) if it discovers that one of its employees or visitors has contracted the coronavirus?
- Does the tenant still have to pay rent if its occupancy is interrupted as a result of COVID-19? Does that answer differ if the tenant elects to shut down its operations or if the landlord or a governmental agency prevents tenant from operating within the premises?
- Does the tenant have to pay for its share of the cost of providing additional janitorial services or other health or security precautions taken by the landlord to keep its tenants and their employees and visitors safe?
- Does the tenant have any right to challenge any additional rules and regulations imposed by its landlord if they interfere with tenant's access to and use of its premises?
- May the tenant prevent landlord and its agents from entering the premises during the coronavirus crisis? If not, may the tenant impose additional requirements on the landlord's right of access, including requiring them to enter during non-business hours and wear masks and gloves?
- Do casualty or force majeure provisions cover a pandemic?

Although we know this is a time of great uncertainty, Reinhart attorneys remain committed to assisting our clients in resolving any commercial leasing or other issues related to the COVID-19 virus or otherwise.

Please contact your Reinhart attorney with any questions you may have.

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