

## Hold Self-Help Tenant Liable for Not Complying with Your Warranties

This Model Lease Clause was drafted by New York City attorney A. Barry Levine. Put it in your lease when you have to give a tenant a self-help right.

Paragraph a requires the tenant to request certain warranty information when it notifies you that it's exercising its self-help right. Paragraph b makes the tenant liable if it doesn't comply

with the terms of the warranties. Paragraph c says that the tenant won't be accountable for voiding the warranty if you didn't give it a copy of the warranty within a set period of time after the tenant requested it.

Show this clause to your attorney before putting it into your lease.

CLLI0098

### WARRANTY INFORMATION

**a. Request for Warranty Information.** Tenant shall include, in its written notice of its intent to resort to its self-help remedies under Clause [*insert # of self-help clause*] hereof, a request for all pertinent information regarding any warranties which might be in effect regarding the particular repairs, maintenance, or replacements to be made. Landlord shall provide such warranty information within [*insert #, e.g., five (5)*] business days of a request therefor. Once supplied with such pertinent warranty information, Tenant shall observe and abide by the terms and conditions of said warranties.

**b. Breach or Nonobservance of Warranties.** If Tenant:

- (i) Does not request pertinent warranty information prior to resorting to its self-help remedies,
- (ii) Breaches any term or condition of said warranties, or
- (iii) Does not fully observe all of the terms and conditions of said warranties,

then Tenant shall be liable to Landlord for any and all claims, actions, damages, and expenses in connection with such breach or nonobservance.

**c. Failure to Furnish Information.** Notwithstanding the provisions of Paragraph b hereof, if Landlord does not furnish the warranty information within the [*insert #, e.g., five (5)*]-business-day period specified by Paragraph a hereof, then Tenant shall not be held accountable for the breach or nonobservance of the terms or provisions thereof as long as all such repairs, maintenance, and replacements are performed in accordance with the terms of this Lease.