

MODEL LEASE CLAUSE

Set Two Notice Requirements for Tenant Seeking Your Consent

The following lease clause was drafted by New York City attorney Nancy Ann Connery. Use it to require the tenant to remind you twice that your silence on a tenant's consent request can be deemed consent.

Paragraph a requires the tenant's consent request to include a reminder of the deadline for you to grant or deny your consent. Paragraph b

requires the tenant to send a second reminder notice if you fail to grant or deny the tenant's request by the deadline. Paragraph c says that your consent will be deemed granted only if the tenant has sent the two reminder notices. (You'll need to define "Consent Request" elsewhere in the lease.)

Show this clause to your attorney before using it.

DEEMED CONSENT BY LANDLORD

- a. **First Reminder.** Tenant's Consent Request shall contain a reminder to Landlord stating that Landlord's consent must be granted or denied within [*insert #, e.g., 30*] days after Landlord's receipt of such Consent Request.
- b. **Second Reminder.** If Landlord fails to grant or deny its consent within such [*insert #, e.g., 30*] -day period, Tenant shall deliver to Landlord a second reminder notice, which notice shall:
 - (i) State that Landlord's [*insert #, e.g., 30*] -day consent period has expired; and
 - (ii) Contain, on the front page of the notice, in capitalized, bold letters, a statement that Landlord's consent shall be deemed granted pursuant to this Clause if Landlord fails to deny or grant its consent within [*insert #, e.g., 5*] days of its receipt of such second reminder notice.
- c. **When Consent Is Deemed Granted.** If Landlord then fails to grant or deny its consent within [*insert #, e.g., 5*] days following receipt of such second reminder notice, Landlord's consent shall be deemed granted *if (and only if) Tenant has provided such notices in accordance with the terms herein.*