

News

Landlords: Did you mean to provide an exclusive use right to your tenant?

June 28, 2010

Press Release

The Maryland Court of Appeals recently confirmed (in RRC Northeast, LLC v. BAA Maryland, Inc.) that under Maryland law an implied covenant on the part of a commercial landlord to refrain from destructive competition may be inferred from the lease language and the surrounding facts and circumstances. The lease in question contained a percentage rent clause, and the decision of the Court of Appeals highlights the risk to a landlord of a tenant claiming the right to exclusive use protection, even though the landlord did not grant an express exclusive use right in the lease.

For questions, further information or suggested language, please contact Grier Hoyt at (301) 961-5281 or ghoyt@linowes-law.com.