

HELPFUL COMMERCIAL LEASING,
ARBITRATION AND MEDIATION TIPS

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Distress

What is “distress”?

It is a landlord’s right to seize a commercial tenant’s goods, chattels and inventory (“goods”) for outstand rental arrears.

Can a landlord do so if it is not outstanding rent?

No.

So what do landlords do?

They insert in their commercial lease that all money payable to the landlord is deemed to be “additional rent”, which means the landlord can seize the tenant’s goods in the amount now designated as “rent”.