



**WELCOME KIT
2017 Ohada
Leases Experts
Summit**

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INTRODUCTION



Ohadalegis, business law website of the francophone African countries, on line since fifteen years, will introduce a new formula for the acquisition of professional knowledge : the online Experts Summits.

This Welcome Kit is offered to you in connection with the upcoming 2017 Summit on leases for business use in the Ohada zone. It is free and cannot be sold.

You can see the corresponding presentation by clicking here.

Enjoy !

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SOME TENANTS AND LESSORS' PROFILES TO AVOID OR REQUIRING YOUR VIGILANCE

Here-under are presented a few examples of profiles of tenants and lessors to avoid or requiring your attention

A FEW BAD TENANTS' PROFILES

THE RULE-BREAKERS

They know they signed a lease including rules to comply with, but after signing, they become amnesic and respect very few rules.

For some of them, it is due to their irresponsible and careless way of functioning: for example, they did not bother reading the contract. For others, it is rather a strategy ...

The damages will almost be the same for the lessor who will have the impression to speak Russian to someone expressing himself exclusively in English. With this type of tenants, the zero tolerance policy is a must!

THE JUGGLERS

During the lease, at the time suiting them, they start the cat and mouse game -they of course stop when the needs to be met are theirs.

For everything which must be signed, the signing is always postponed until the very last minute. When you call them, they will 'get back to you very soon' but they don't return your phone calls or do so well after.

.With this type of tenant, keeping low your adrenaline level is a high performance. It's up to you to see if you can keep up the momentum.

THE BAD PAYERS

They indeed signed the lease, but for them, compliance with its terms of payment is the Olympic Games' marathon. With them, a high adrenaline level is guaranteed -especially if the rents are intended to cover your vital or important needs-, with however a difference between two profiles : those who pay with delay and those who do not pay at all or pay no more.

The very bad payers

Some of them purely and simply lay their strategy on a series of alibis - rough patch in life, which they just put forward gradually : here a medical problem having left them broke after payment of the hospital bills; there, a relative's death etc. and sometimes, you are simply told that ' he/she has travelled' ...

From time to time, when their memories fail or when this gymnastics was too quick, the same alibi is used again within a rather not-so-distant interval, thus leading to the same uncle's death in the village twice... Sometimes, these non-payments are the announcing the tenant's close, abandonment of the place on the quiet...

After several unsuccessful telephone reminders and other contact attempts, you will be obliged to move up a gear to have a chance to master the situation.

The late payers

Unlike the previous ones, they do pay the rent, but do not comply with the terms of payment and this can also make you vulnerable if you have yourself payments to make or expenses to be covered at precise periods.

The causes for these delays may vary: an oversight, an extended absence which is not reported to you or an incident which has postponed an expected payment but which nevertheless could have been anticipated etc.

If they are less harmful than the first ones, they however deserve a stringent follow-up with relevant schemes such as for example the inclusion of a delay penalty which will bring back to more rectitude after having paid this penalty two or three times ...

A FEW BAD LESSORS' PROFILES

. HIS HIGHNESS THE IRRESPONSIBLE

His landlord's cap is the alpha and omega which drafts all the surroundings of the lease.

Either the head swelled because of this status he did not expect, or the Ali Baba carpet on which he flies does not allow him to see 'the things of the earth' anymore ...

In fact, everything, or almost everything, is governed by these data. Thus, he does not bother to know the legal requirements or even the clauses he signed. Once the signature of the lease is over and the premises made available, anything next is rent recovering. Don't ask him anything else. A problem which is brought to his attention is handled like a temporary headache "which will fade away itself".

Forgetting that he has signed a lease for professional use which he cannot put an end to as he wants, he may even sometimes go as far as to tell you that if you are not satisfied, there are lots of other lessors ...

Unlike the shark, he is simply governed by a lack of responsibility related to the above-mentioned status and correlative carelessness. He is nevertheless harmful since if everything is perfect at the beginning of the lease and remains exactly so until its end, you may stay in place, otherwise ... you will have to handle a permanent high level of tension ...

. THE 'PEST'

He indeed signed the lease, but it is difficult for him to remove his landlord's cap, so, it is difficult for him to identify and respect the demarcation lines related to this new situation ... consequently, he will rather often not take into account these limits and will be somehow intrusive.

What is he looking for in fact? It is not always very clear and you will sometimes wonder if he would not have rather installed a remote security video camera to avoid all this!

You should 'keep him under control' rather quickly with relevant schemes and modus vivendi; otherwise it will be very difficult for you to carry out your activities calmly with this kind of intrusive person not able to respect your living space.

THIS "SMALL DETAIL" MAY BE HIGHLY VALUABLE IN YOUR LEASES FOR BUSINESS USE IN THE OHADA ZONE

. The issue of the ownership of the modifications, arrangements or improvements in the rented premises at the end of the lease

Many leases include provisions indicating the applicable rules when the tenant makes arrangements or changes in the rented premises. When the lessor accepts these modification schemes, it is thus often provided that these arrangements, additions or modifications " will automatically become his property " at the end of the lease, sometimes without any additional precision.

It is however essential to add if this shall take place " with or without a compensation ", because when malicious tenants do not want to move from the place they must leave, they find all kinds of alibis and the alibi of this missing precision may be used to demand a big compensation for what is going to be left in the premises.

. Delay penalty to be added to your provisions in the event of late payment of the rent

Lessors are often faced with the problem of late payment of the rent but continue not to take into account this data properly. Thus the tenant who got used to paying the rent late with various alibis put forward is extremely at ease to play around this way with your money.

However Ohada Lease Law does not prohibit anywhere to sanction such failings. Thus add a delay penalty in the event of late payment of the rent which will put the tenant back to order after paying one or two penalties ...

Other such precious "small details" are included in the Practical Handbook for the management of leases for business use in the Ohada zone included in the Summit on leases Pack.

DID YOU THINK ABOUT THIS ?

. The quality of the construction to be left in your land

Your tenant will build on your land, for his activities, a construction which will remain when he leaves.

How will you be sure about the quality of this construction if nothing in this regard was provided for in your lease ?

Other such points are dealt with in the Practical Handbook for the management of leases for business use in the Ohada zone included in the Summit on leases Pack.

To take advantage of all these resources of the Leases Summit (briefings and presentations, workshops, downloadable documents), make sure you to register now.

Free registration is possible right now by clicking here (within the limit of the number of expected attendees)

Immediate registration is possible with a 20% rebate and an ensured participation by clicking here.

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