

REAL ESTATE LEASING PRACTICE MANUAL

Author's Highlights

This 2026-1 edition adds discussion and analysis of new cases and statutes in new and existing sections including:

- Elements of leases (see § 1:2);
- Anti-discrimination statutes (see § 1:6);
- Construction of lease terms (see § 1:29);
- Nature of tenancy (see new § 1:56);
- Option to renew (see § 3:1);
- Option to renew—Failure to exercise and waiver (see § 3:14);
- Option to renew—Contents of notice of renewal (see § 3:19);
- Lease extensions and holdovers (see § 3:21);
- Form of Payment (see § 12:3);
- Use of deposit after default or breach (see § 13:5);
- Damages for failure to deliver possession (see § 14:3);
- Maintenance and repairs of the common areas (see new § 22:1);
- Maintenance and repairs of the leased premises (see § 22:2);
- Lessor's obligation to repair and lessee's remedies for failure (see § 22:3);
- Lessor's minimal duty to protect tenants (see § 22:7);
- Lessor's needs in maintenance and repair clause (see § 22:10);
- Alterations and improvements during lease term (see § 22:17);
- Duty of care to third parties (see § 22:32);
- Utilities (see § 24:2);
- Option to purchase fee interest (see § 33:2);
- Right of first refusal (see § 33:25);
- Notice of default and opportunity to cure (see § 38:5);

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- Remedies for defaults—Monetary damages (see § 38:11);
- Eviction (see § 38:20);
- Landlord's failure to provide suitable leasehold (see § 38:22);
- Rent abatement (see § 38:23);
- Notice to vacate or quit (see § 38:24);
- Remedies for defaults—Returned check fees (see new § 38:29);
- Duty to mitigate damages (see § 38:32);
- Defenses to default—Waiver (see new § 38:39);
- Defenses to default—Domestic violence (see new § 38:41);
- Termination of tenancy based on acts of domestic violence (see § 38:49);
- Fee provisions in general (see § 48:1);
- Rent control, generally (see § 52:5) and
- Residential ground lease cooperative apartment buildings (see new § 57:8)