

	<u>Template 1</u> Partial lease	<u>Template 2</u> Partial sub-lease	<u>Template 3</u> Joint tenancy	<u>Template 4</u> Shared lease	<u>Template 5</u> Shared occupancy
<u>Definition</u>	An owner-lessor leases part of their building and that part only. There are no other tenants on site	A retail tenant sub-leases part of the building for which they have a commercial lease	An owner leases to different tenants in the same building with a single lease	An owner leases to different tenants in the same building with separate leases	An owner leases to different tenants in the same building with a single lease and the tenants occupy the premises on different schedules
<u>Legislation</u>	Authorised by the law of 30 April 1951 and by the legislation on short-term leases	Authorised by the law of 30 April 1951 within the limits of the main lease	Not forbidden by the law of 30 April 1951 or by the legislation on short-term leases. Not explicitly organised either	The law of 30 April 1951 authorises the leasing of part of a building, as does the legislation on short-term leases (see template 1). However, this option doesn't provide for several partial leases. → need to added to the contract, legislate?	Not forbidden by the law of 30 April 1951 or by the legislation on short-term leases. Not explicitly organised either
<u>Lease duration</u>	Normally 9 years (law of 1951) but the legislation on short-term leases is applicable (one year renewable)	Normally 9 years (law of 30 April 1951) within the limits of the main lease. Sub-leasing isn't allowed with the short-term lease	See template 1	See template 1	See template 1

<p><u>Daily management (shared accounting, caretaking, etc.)/ancillary services</u></p>	<p>The tenant manages these aspects themselves</p>	<p>The sub-tenant manages these aspects themselves. If the main tenant or sub-tenants are present, possibility or need to organise the allocation amongst them</p>	<p>Joint tenants must organise these aspects among themselves, via a “joint tenancy pact”.</p>	<p>When several tenants operate in the same location, internal rules are required to organise the allocation of tasks and/or expenses among them (e.g. joint tenant internal rules)</p>	<p>The occupants must organise these aspects among themselves, via a “joint tenancy pact”.</p>
<p><u>Allocation of charges/rent</u></p>	<p>The sole tenant must pay their own consumption and rent</p>	<p>The sole sub-tenant must pay their own consumption. If the tenant or sub-tenants are present, need to organise the allocation amongst themselves.</p>	<p>Agreed by the joint tenants via a joint tenant’s pact, but joint and several liability toward the lessor</p>	<p>Each tenant assumes their own charges based on individual readings. They are established based on a private subscription (e.g. meters) or based on the internal rules (e.g. prorated to the surface area used). Each tenant pays their rent to the owner</p>	<p>Agreed amongst the occupants via a lease (e.g. prorated) with joint and several liability toward the lessor because there is only one lease</p>
<p><u>Contract termination</u></p>	<p>9-year lease: according to the law of 1951. Short-term lease: with a month notice period and no compensation</p>	<p>According to the law of 1951. Within the limits of the main lease</p>	<p>There is only one lease. Termination must be requested by all of the joint tenants to be valid. Otherwise, they are all liable</p>	<p>See template 1</p>	<p>See template 3.</p>

	(in the three regions)				
<u>Replacement option</u>	No, unless sale of the business possible (with legal several and joint liability between the assignor and assignee). However, the short-term lease is only one year long and can be easily terminated before its term	No, unless sale of the business possible (with legal several and joint liability for the assignor and assignee	Not covered by current law. Difficulty in the event of the sale of the business of one of the joint tenants. What about the lease?	See template 1	Not covered by current law. Difficulty in the event of the sale of the business of one of the occupants. What about the lease?
<u>Liability (rent payment)/joint and several liability</u>	Individual liability toward the owner/lessor	Individual liability toward the main tenant	There is only one lease and the lessor could require joint and several liability → difficult for the remaining joint tenants	Individual liability in principle. Joint and several liability is not justified because there are several leases	There is only one lease and the lessor could require joint and several liability → difficult for the remaining joint tenants in the event of bankruptcy

			in the event of bankruptcy or departure		
<u>Benefits/drawbacks (for the tenant)</u>	+ Stability for the tenant Potential for a short-term lease - High rent Individual liability	+ Stability, but within the limits of the main lease Lower rent (if partial sub-lease (rare))	+ Shared rental costs - Joint and several liability of tenants Difficult to find partners	+ Lower costs - Daily management of the shared areas	+ Shared rental costs - Joint and several liability of tenants Difficult to find partners