



**I**n 1993, the Law Society in conjunction with the Irish Auctioneers and Valuers Institute issued standard forms of rent review clauses to be used in commercial leases<sup>1</sup>.

It has now come to the attention of the Conveyancing Committee that these rent review provisions are being incorporated into leases without appropriate amendments having first been made to the leases to connect the rent review schedule to the reddendum.

If due regard is not first given to the wording in the lease itself, the rent review may not be operable or at best may only give a review after the first five years. Accordingly, it is essential in the lease to have the following words so that the rent review provisions in the schedule become part of the lease.

"Yielding and paying therefor and thereout during each of the first [.....] years of the said term the yearly rent of £..... and thereafter during each of the successive periods of [.....] years of which the first shall begin on the ..... day of .....19..... a yearly rent equal to:

- a) The yearly rent payable hereunder during the preceding period, or
- b) Such revised yearly rent as may from time to time be ascertained in accordance with the provisions in that behalf contained in the [.....] schedule hereto whichever shall be the greater".

## LAW SOCIETY RENT REVIEW CLAUSES

*Published in Law Society  
Gazette, July 1997*

<sup>1</sup>Reproduced at pages A2.1  
to A2.8 hereof