

The Six-Minute Commercial Leasing Lawyer 2022



CO-CHAIRS: **Joseph Grignano**, *Blake, Cassels & Graydon LLP*
Karsten Lee, *WeirFoulds LLP*

March 3, 2022
9:00 a.m. to 12:30 p.m.
Total CPD Hours = 3 h + 30 m Substantive

Law Society of Ontario
Donald Lamont Learning Centre
130 Queen St. W.
Toronto, ON

SKU CLE22-0030300-D-WEB

Agenda

9:00 a.m. – 9:05 a.m.

Welcome

Joseph Grignano, Blake, Cassels & Graydon LLP

Karsten Lee, WeirFoulds LLP

THE MACRO: WORKING WITH AND NEGOTIATING COMMERCIAL LEASE AND SUBLEASE FORMS

9:05 a.m. – 9:13 a.m. Negotiating a Sublease on Behalf of a Subtenant: What to Think About

Armen Khajetoorian, Cassels, Brock & Blackwell LLP

9:13 a.m. – 9:21 a.m. Six Tenant Amendments in Six Minutes

Tracy Loconte, Loconte Legal

9:21 a.m. – 9:29 a.m. Clash of the Titans: The 10 Most Important Issues to Consider When Your Landlord Client is Signing a Tenant's Form of Lease

Angela Mockford, Mockford Law

9:29 a.m. – 9:37 a.m. Leasing in a New Project/Development: What to Think About and What Questions to Ask

Joshua Disenhouse, Osler, Hoskin & Harcourt LLP

9:37 a.m. – 9:45 a.m. What's Cooking? Understanding Restaurant Leases

Christina Kobi, Minden Gross LLP

9:45 a.m. – 9:53 a.m. Industrial Leases: What is Unique from a Landlord's Perspective

Mervyn Allen, McMillan LLP

9:53 a.m. – 10:01 a.m. Ground Leases: 101

Konstantine Chatzidimos, Sherman Brown, Barristers & Solicitors

THE MICRO: SPECIFIC/UNIQUE ISSUES RELATED TO COMMERCIAL LEASES

- 10:01 a.m. – 10:09 a.m.** **My Landlord is Insisting on a Relocation Clause: How Can I Make the Best of it?**
- Jacqueline Gasbarre, *Owens Wright LLP*
- 10:09 a.m. – 10:17 a.m.** **Landlord Redevelopment Rights: How to Ensure Your Landlord Lease Gives You Flexibility to Redevelop Part of the Property in the Future**
- Celia Hitch, Senior Director, Legal Services,
Morguard Investments Limited
- 10:17 a.m. – 10:25 a.m.** **Drafting Tips and Traps When Accepting a Letter of Credit in Lieu of a Tenant Cash Security Deposit: Don't Get Blindsided by the Implied Terms**
- Laurie Sanderson, *Gowling WLG (Canada) LLP*
- 10:25 a.m. – 10:33 a.m.** **Dissecting the *Force Majeure* Clause in the Era of COVID-19**
- Kenneth Pimentel, *Aird & Berlis LLP*
- 10:33 a.m. – 10:41 a.m.** **Renewals and Extensions: A Reminder on How to Do Them Properly (and a Quick Review of Recent Cases)**
- Yael Bogler, *Borden Ladner Gervais LLP*
- 10:41 a.m. – 10:46 a.m.** **Question and Answer Session**
- 10:46 a.m. – 11:01 a.m.** **Break**

11:01 a.m. – 11:09 a.m.

**End-of-Term Removal and Restoration Obligations:
Advice for Landlords/Tenants**

Dina Peat, Daoust Vukovich LLP

11:09 a.m. – 11:17 a.m.

**Sales Based Termination Rights: What to Think About for
Landlords and Tenants**

*Claire Renney-Dodds, Legal Counsel, Legal, The Cadillac
Fairview Corporation Limited*

THE HODGE PODGE: ALL ELSE COMMERCIAL LEASING

11:17 a.m. – 11:25 a.m.

Law Surrounding Estoppel Certificates

Alex Kolandjian, Fogler, Rubinoff LLP

11:25 a.m. – 11:33 a.m.

**The Development Approval Process for Commercial
Leasing Lawyers**

Michael Cook, Blake, Cassels & Graydon LLP

11:33 a.m. – 11:41 a.m.

**Insolvency and the Obligation to Pay Rent During
COVID Shutdown Periods**

Linda Galessiere, Camelino Galessiere LLP

11:41 a.m. – 11:49 a.m.

Fair Market Rent: What Does it Mean?

Tatiana Zalar, Bennett Jones LLP

11:49 a.m. – 11:57 a.m.

**My Guarantor/Indemnifier/Tenant is Based in a Foreign
Jurisdiction: What Do I Need to Be Concerned About?**

Scott Brasil, Stikeman Elliott LLP

11:57 a.m. – 12:05 p.m. **We are Going to Arbitration: It is not so Simple, What Landlords and Tenants Need to Be Aware of and What Can They Look Forward To**

Krista Chaytor, WeirFoulds LLP

12:05 p.m. – 12:13 p.m. **If all Dogs Go to Heaven, Can All Pets Go to the Office?**

Stuart Chaimberg, Miller Thomson LLP

12:13 p.m. – 12:21 p.m. **COVID Case Law Update**

Sheldon Disenhouse, Dentons Canada LLP

12:21 p.m. – 12:30 p.m. **Question and Answer Session**

12:30 p.m. **Program Ends**