ABSTRACT

Disputes between landlords and tenants can be expensive, time-consuming and divisive. Litigation has been the only formal procedure available for the landlord and tenant to settle their dispute. Unfortunately, litigation tends to destroy the harmonious landlord-tenant relationship that has been established over the years.

Unlike litigation, ADR processes emphasize on obtaining elegant, co-operative solutions wherever possible that is, win-win situation hence, goodwill between the parties can be retained and enhanced.

The study has identified and discussed some of the common provisions in office leases. It has also shown that despite the advantages of ADR, the majority of the office leases do not consist of an ADR clause that provides for the use of ADR processes for the resolution of dispute between landlord and tenant.

In the author’s opinion, even without the provision of ADR clause in office leases, landlord and tenant should attempt to use the ADR processes to resolve the dispute before resorting to litigation.

KEYWORDS:

Alternative Dispute Resolution
Arbitration
Conflict
Dispute Resolution
Mediation
Negotiation