

§6017. Commercial leases

1. Definitions. As used in this subchapter, unless the context otherwise indicates, the following terms have the following meanings.

A. A "commercial tenancy" or "commercial lease" means a nonresidential tenancy of premises by a for-profit business entity. Nonprofit entities, charitable institutions and religious organizations who are tenants may not be construed to have commercial tenancies. [PL 1999, c. 192, §2 (NEW).]

[PL 1999, c. 192, §2 (NEW).]

2. Commercial lease relationship. Notwithstanding the provisions of subchapter I, commercial landlords and tenants are governed by the following provisions, and if any of the following provisions conflict with provisions in any other statutes governing the relationships between landlords and tenants, this section controls all commercial lease relationships, whether written or oral.

A. After termination of a commercial lease, and after a complaint for forcible entry and detainer is filed, the defendants shall, no later than the return date and as a condition of maintaining a defense, appear on the return day to pay the agreed-upon rent, including all arrears. If rent or arrears are disputed, the disputed rent, including all claimed arrears, must be paid to the court at the time of the hearing. In addition to deciding the right of possession, the District Court shall also decide the amount of rent owed, if disputed. In establishing the amount of rent owed, the District Court may consider offsetting claims to the extent appropriate. If undisputed, the rent and arrears must be paid to the court prior to the hearing. Upon final decision by the District Court, that court shall order such sums as it determines proper to be turned over by the clerk to either or both of the parties. Any order of the District Court for payment of rent, whether to the landlord or to the court, continues in effect through any appeal of the District Court's decision. The landlord may apply for turnover of rent money held by the court prior to final judgment by the District Court or prior to final decision on appeal by the Superior Court, upon a showing of hardship and reasonable likelihood of success on the merits. Failure of the tenant to pay rent to the court when due causes the writ of possession to issue immediately. [PL 1999, c. 192, §2 (NEW).]

[PL 1999, c. 192, §2 (NEW).]

3. Right of possession on bond for damages. When judgment is rendered for the plaintiff, a writ of possession may issue immediately in the District Court or from the Superior Court during appeal, if the plaintiff provides the defendant with a surety bond conditioned to pay all such damages and costs as may be suffered by the defendant if final judgment is rendered for the defendant. In setting the amount of the required surety bond, the court may consider any offsetting claims between the parties.

[PL 1999, c. 192, §2 (NEW).]

4. Arbitration. A commercial landlord and tenant may agree in their lease or in a separate agreement to arbitration of disputes as to termination, the right of possession arising under the lease between landlord and tenant and amounts owed for rent before an arbitrator or arbitrators chosen in advance pursuant to the lease or other written agreement. The decision of the arbitrator is final. If the arbitrator rules in favor of the landlord, the landlord may, by presentation of an attested copy of the arbitrator's decision, and after docketing of the arbitrator's decision by the Superior Court, immediately obtain a writ of possession from the clerk of the Superior Court. The arbitrator's decision may be stayed or appealed from only upon such grounds as generally lie for stay or appeal of an arbitration decision pursuant to the Uniform Arbitration Act, Title 14, section 5949.

[PL 1999, c. 192, §2 (NEW).]

5. Jury trial. A commercial landlord and tenant may agree in the commercial lease or in a separate agreement to waive jury trial of disputes arising under the lease.

[PL 1999, c. 192, §2 (NEW).]

6. Jurisdiction. The District Court has jurisdiction to hear, decide and award rent and arrears allegedly owing, regardless of the amount.

[PL 1999, c. 192, §2 (NEW).]

SECTION HISTORY

PL 1999, c. 192, §2 (NEW).

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