

# The Six-Minute Commercial Leasing Lawyer 2019

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

**Alison Tortorice**, Senior Director, Legal  
*The Cadillac Fairview Corporation Limited*

**February 25, 2019**

**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 CLE19-0020601**

## **Agenda**

**9:00 a.m. – 9:05 a.m.**

**Welcome and Opening Remarks**

*Joseph Grignano, Blake, Cassels & Graydon LLP*

*Alison Tortorice, Senior Director, Legal  
The Cadillac Fairview Corporation Limited*

### **Current Issues**

**9:05 a.m. – 9:13 a.m.**

**Cannabis Retail Store Update**

*Cory Sherman, Sherman Brown, Barristers and Solicitors*

- 9:13 a.m. – 9:21 a.m.**      **Five Years On: The Effect of *Bhasin* and the Duty of Good Faith in Commercial Leasing**
- Karsten Lee, *WeirFoulds LLP*
- 9:21 a.m. – 9:29 a.m.**      **Issues Related to Terraces and Patios**
- Faruk Gafic, *Aird & Berlis LLP*
- 9:29 a.m. – 9:37 a.m.**      **I Thought This Was Just Between Us:  
*Re Aeropostale* and the Transferability of a Tenant’s  
Rights Under s.84.1 of the *Bankruptcy and Insolvency Act***
- Angela Mockford, *Mockford Law*
- 9:37 a.m. – 9:45 a.m.**      **Year End Operating Cost Statements:  
What is a Tenant Entitled To?**
- Steven Cygelfarb, *Fogler, Rubinoff LLP*
- 9:45 a.m. – 9:53 a.m.**      **PropTech: What is it, and Should You Care?**
- Paul Morassutti, *Osler, Hoskin & Harcourt LLP*
- Fundamentals**
- 9:53 a.m. – 10:01 a.m.**      **My Tenant Client has Asked Me to Prepare/Review an  
Offer to Lease: What Should I Be Looking For**
- Elizabeth Earon, *Blake, Cassels & Graydon LLP*
- 10:01 a.m. – 10:09 a.m.**      **Short Term Leases: Sample Clauses and Common Issues**
- Blair Brooks, *The Cadillac Fairview Corporation Limited*

- 10:09 a.m. – 10:17 a.m.**      **What Subtenants Should Watch Out For**  
Mervyn Allen, *McMillan LLP*
- 10:17 a.m. – 10:25 a.m.**      **Doing the Deed: The *Statute of Frauds***  
Jamie Paquin, *Daoust Vukovich LLP*
- 10:25 a.m. – 10:33 a.m.**      ***Planning Act* Consent for Leases:  
The Good, the Bad, and the Confusing**  
Sarah Turney, *Fasken Martineau DuMoulin LLP*
- 10:33 a.m. – 10:48 a.m.**      **Coffee and Networking Break**

**Advanced Topics**

- 10:48 a.m. – 10:56 a.m.**      **Are You Sure You Understand Insurance Terms in Leases?**  
Darrell Gold, *Robins Appleby LLP*
- 10:56 a.m. – 11:04 a.m.**      **Controllable Operating Expenses**  
Susan Rosen, *Gowling WLG (Canada) LLP*
- 11:04 a.m. – 11:12 a.m.**      **Lease Due Diligence When Acquiring an Income  
Producing Property**  
Savvas Kotsopoulos, *Miller Thomson LLP*
- 11:12 a.m. – 11:20 a.m.**      **Third Party Beneficiary Rule**  
Stephen Posen, *Minden Gross LLP*

**11:20 a.m. – 11:28 a.m.**      **When Does a Landlord Need to Intervene When Two Tenants are in Dispute with each Other?**

Sonja Homenuck, *Dentons Canada LLP*

**11:28 a.m. – 11:36 a.m.**      **Why Agreeing to Arbitrate Using the *Arbitration Act, 1991*, May Not Be a Good Idea**

John Wolf, *Blaney McMurtry LLP*

**11:36 a.m. – 11:44 a.m.**      **How to Manage Defaults When the Landlord Does Not Want to Terminate**

Yael Bogler, *Owens Wright LLP*

### **Specialty Tenants**

**11:44 a.m. – 11:52 a.m.**      **Food for Thought:  
Issues in Restaurant Lease Negotiations**

Claire Renney-Dodds, *Daoust Vukovich LLP*

**11:52 a.m. – 12:00 p.m.**      **Food Hall Leases:  
Not a Food Court, Not Quite a Restaurant**

Karen Tsang, Director, Legal-Real Estate Management,  
*Oxford Properties Group Inc.*

**12:00 p.m. – 12:08 p.m.**      **Co-Working Spaces:  
What You Did and Didn't Want to Know**

Ned Steinman, *Norton Rose Fulbright Canada LLP*

**12:08 p.m. – 12:16 p.m.**      **Health Sector Leases**

Brennan Carroll, *Borden Ladner Gervais LLP*

**12:16 p.m. – 12:25 p.m.**

**Question and Answer Session**

Joseph Grignano, *Blake, Cassels & Graydon LLP*

Alison Tortorice, Senior Director, Legal  
*The Cadillac Fairview Corporation Limited*

**12:25 p.m. – 12:30 p.m.**

**Closing Remarks**

**12:30 p.m.**

**Program Ends**