



The 2026 Commercial Leasing Outlook: Navigating an Omnichannel and Industrial-First Market

As we look toward 2026, the commercial leasing landscape has evolved far beyond the traditional landlord-tenant dynamic. Today's market is defined by a rapid response to economic shifts, requiring legal counsel to rethink and renegotiate traditional clauses to accommodate omnichannel business models and high-intensity industrial requirements. For franchisors, development managers, and brokers, a lease is no longer merely a document for space; it is a strategic instrument that must protect against future disruptions while enabling digital and physical growth.

The Strategic Shift in Industrial and Warehouse Assets

The demand for industrial space continues to outpace supply as service-based franchises increasingly require hybrid facilities to store equipment, manage logistics, and house administrative offices. With vacancy rates remaining tight, sophisticated tenants are prioritizing Right of First Refusal and Right of First Offer on adjoining spaces to prevent being "landlocked" as they scale. Modern industrial leases must also account for upgraded power requirements, twenty-four-hour loading dock access, and specific floor load capacities to support automated inventory systems. To mitigate market-driven financial volatility at the end of a term, experts are negotiating highly specific appraisal mechanisms or pre-determined rental caps for renewal periods.

Retail and Restaurant: The Rise of the Omnichannel Lease

The 2026 retail environment is a sophisticated blend of digital and physical experiences. Success now depends on how well a lease accommodates "Buy Online, Pick Up In-Store" (BOPIS), delivery aggregator logistics, and a tenant's expansive use of the premises. Standard "permitted use" clauses are often too narrow for the current market. While a restaurant may have previously focused on sit-down

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service, it may now require the right to offer meal kits, subscription services, catering, and potentially entirely different menu offerings via host or ghost kitchen models.

Negotiating for short-term reserved stalls for curbside pickup and third-party delivery drivers has become a standard requirement to maintain traffic flow and customer convenience. Furthermore, exclusive covenants must be precisely drafted to protect a tenant's omnichannel offerings while ensuring they do not unnecessarily block the landlord from leasing to complementary businesses that utilize different delivery platforms.

Ghost Kitchens and Modular Operations

Ghost kitchens have transitioned from a pandemic-era survival tool to a permanent fixture for brand expansion. These facilities operate with a "revolving door" of brands, which necessitates unique legal structures. Typical assignment clauses requiring prior landlord consent are often inappropriate for this model; instead, tenants require the unfettered right to license kitchen space to multiple brands without triggering a formal "transfer" under the lease. Because these spaces are utilized more intensely than standard kitchens, leases must also address separate metering and high-capacity venting systems during the landlord's work stage.

Post-Disruption Protective Clauses

The personal services sector, including fitness, beauty, and recreation, has emerged as a very wary tenant class. In 2026, we are seeing a formalization of contingency planning within the lease document itself. Force majeure clauses are no longer treated as mere boilerplate language. Negotiated leases now frequently include specific rent abatement or rent deferral rights triggered by a tenant's inability to operate due to public health orders. Additionally, tenants are increasingly seeking options to terminate the lease if their ability to operate in the ordinary course is restricted for a prolonged period, providing an essential exit strategy for specialized franchises.

The Role of the Commercial Leasing and Franchise Expert

In this 2026 landscape, the value of specialized legal counsel lies in identifying operational friction before it manifests as a liability by bridging the gap between franchise development goals and complex lease negotiations.



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