

GUIDE FOR Non-residential property tenants

RELIEF PERIOD
ENDED ON
19 NOV 2020

Do you qualify for relief?

- ✓ Lease or licence for non-residential property
- ✓ Entered into or renewed lease or licence before 25 March 2020
- ✓ Lease or licence originally entered into before 25 March 2020, and renewed automatically or in exercise of a right of renewal on or after 25 March 2020
- ✓ **Unable to pay rent or charges** from 1 February 2020 or later, **due to COVID-19**

The Act does not apply if your case has any of the following factors:

- ✗ Residential leases, even if used for business purposes
- ✗ Inability to pay rent for reasons unrelated to COVID-19
- ✗ Unpaid rent before 1 February 2020, or leases terminated before 20 April 2020



What does the relief do?

If you serve a Notification for Relief, then, up to 19 November 2020*:

- Your landlord cannot terminate your lease or evict you, on the basis that you have not paid rent
- Your landlord cannot unilaterally impose new charges, increase charges or interest rates beyond what is provided for in the lease or licence agreement
- Your landlord cannot start or continue court or insolvency proceedings against you

Use the breathing space to negotiate with your landlord a plan to overcome the impact of COVID-19 on the performance of your contract.

* The Ministry of Law has extended the relief period from 19 October 2020 to 19 November 2020.

Take note

- Rent (less any rental waiver granted under the rental relief framework for SMEs in Part 2A of the Act) and late payment fees (if applicable) continue to accrue
- If you terminate your lease, the Act does not waive any applicable charges and other penalties under your lease agreement

How to get relief?

Serve a Notification for Relief on your landlord, using the form at www.mlaw.gov.sg/covid19-relief/notification-for-relief. The relief applies after the Notification is served.

What if my landlord does not agree?

Your landlord may not agree that relief applies, for example, because your landlord believes you can still pay rent or you have not been affected by COVID-19. Please discuss with your landlord and try to reach a compromise.

If you cannot agree, either of you may apply for an Assessor from the Ministry of Law to make a determination. The determination will aim to be fair to both parties. Possible outcomes may include: partial payment of rent, or rent set off against your security deposit; or the landlord may be allowed to terminate your lease, if other tenants are available to take the space. The determination by the Assessor is binding on the parties, and is not appealable.