

GUIDE FOR Non-residential property tenants

Do you qualify for relief?

- ✓ Lease or licence for non-residential property
- ✓ Entered into lease or licence before 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 and leases terminated before 20 April 2020



What does the relief do?

During the prescribed period:

- Your landlord cannot terminate your lease or evict you, on the basis that you have not paid rent
- 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.

Take note

- Rent and late payment fees (if applicable) continue to accrue
- Rent is not waived – discuss with your landlord if you want a waiver
- Rent that has already been paid cannot be clawed back
- If you terminate your lease, you will still be liable for charges and other penalties under your lease agreement, if applicable. Unpaid rent will also remain payable

What is the prescribed period?

The prescribed period is 6 months starting from 20 April 2020 (i.e. until 19 October 2020).

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, because 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.