

PRESS RELEASE

Commencement of Amendments to COVID-19 (Temporary Measures) Act

1. Amendments to the COVID-19 (Temporary Measures) Act (the “Act”) and related subsidiary legislation came into force today. These changes strengthen the legal reliefs and mechanisms available to support businesses and individuals in riding out the impact of the COVID-19 pandemic. The changes include:
 - a. Expanded powers for rental relief assessors; and
 - b. The commencement of Part 8 of the Act, which provides a mechanism for parties to specified contracts to obtain relief if they are affected by a delay or breach in a construction or supply (or related) contract, and such delay or breach is materially caused by COVID-19.

(A) Expanded powers for rental relief assessors

2. Rental relief assessors can now make determinations on disputes relating to the actual amount of rent to be waived under the rental relief framework, where the amount is affected by any of the following factors:
 - a. The amount of maintenance and service charges¹, especially where such charges are not explicitly listed in the lease or licence agreement
 - b. The amount that can be offset by assistance provided by the landlord earlier
 - c. Tenant(s) occupying the property for only a part of the relief period
 - d. Sub-division of the property, i.e. there are multiple sub-tenants, not all of whom may be eligible for the waivers
3. The expanded powers only apply to unresolved disputes involving any of the above. The rental relief assessors will not review existing arrangements that have been mutually agreed upon between landlords and tenants on the implementation of the rental waivers.
4. Landlords or tenants who have disputes relating to the actual amount of rent to be waived may now submit applications for a rental relief assessor’s determination, following the timelines below. While late applications may still be considered on a case-by-case basis, we strongly encourage applicants to abide

¹ Maintenance and service charges are excluded from the rental waivers.

by the timelines for submission of an application as far as possible, for speedier resolution of disputes.

- a. If IRAS' notice of cash grant, or copy of the notice, was received on or before 30 September 2020: Submit application by 14 October 2020.
 - b. If IRAS' notice of cash grant, or copy of the notice, is received after 30 September 2020²: Submit application within 10 working days after receiving the notice. For example, if the notice is received on 1 October 2020, the application should be submitted by 15 October 2020.
5. Please refer to Annex A for a summary of the process to apply for a rental relief assessor's determination. More information is available at <https://go.gov.sg/rentalreliefassessment>.
 6. Minor technical amendments have also been made to relevant subsidiary legislation, to clarify the eligibility criteria for Rental Relief and landlord's financial hardship. More information on the rental relief framework is available at <https://go.gov.sg/rentalrelief>.

(B) Implementation of Part 8

7. Part 8 of the Act also came into force today. It provides a mechanism for parties in the three situations described below to obtain relief, if they are affected by delays or breaches in construction or supply (or related) contracts which are materially due to COVID-19.
 - a. Relief for renters of goods used for construction work who are liable for additional rental expenses: A person who has rented goods for use in construction work may apply for relief if he is or will be liable to his supplier for additional rental expenses due to a delay or breach in a construction or supply (or related) contract. For example, a contractor may have rented goods (e.g. scaffolding material, hand drills) from a supplier to perform works under a construction contract that the contractor has with a third party. If the construction works are delayed due to the COVID-19 situation, the contractor may be liable for additional rental expenses. The contractor may apply for relief under Part 8 in respect of the additional rental expenses.
 - b. Relief for tenants of non-residential property who are unable to carry out or complete renovation or fitting out works during their rent-free period: A tenant of non-residential property may be granted a rent-free period³ to carry out renovation or fitting out works. Such a tenant may have lost the benefit of the rent-free period if its contractors were unable to carry out or complete the renovation or fitting out works due to the COVID-19 situation. The tenant may

² The majority of qualifying property owners would have received the notice of cash grant by mid-August 2020. Qualifying property owners or tenants who have not received the notice may make manual applications to IRAS by 21 October 2020, at www.go.gov.sg/applicationcg.

³ The contract may also provide for a period of reduced rent instead.

apply for relief under Part 8 in respect of the rent-free period that it was not able to utilise.

- c. Relief for landlords who are unable to deliver possession or allow use of the property under a lease or licence of non-residential property: A landlord of non-residential property may be unable to deliver possession to the tenant by the date stipulated in the lease or licence, due to COVID-19 related delays in a separate construction contract that the landlord has with a third party. The landlord may apply for relief under Part 8 in respect of its inability to meet the delivery date to the tenant.
8. Additionally, to be eligible for relief:
 - a. The affected contract must be in force at any time between 1 February 2020 and 31 March 2021 (both dates inclusive);
 - b. The affected contract must be entered into before 25 March 2020;⁴ and
 - c. The delay or breach in the construction or supply (or related) contract must occur between 1 February 2020 and 31 March 2021 (both dates inclusive).
 9. Parties may apply for relief under Part 8 by submitting an application to the Registrar. Applications must be submitted by **31 May 2021**.
 10. If it is just and equitable in the circumstances, an Assessor appointed by the Ministry of Law may adjust the contractual terms listed below, to mitigate the impact of the delay or breach in the construction or supply (or related) contract on the applicant:
 - a. Where a contractor is liable for additional rental expenses for goods used for construction work: The Assessor may adjust the date by which the renter must return the goods, or the rental rate payable for the duration that the renter holds possession of the goods.
 - b. Where a tenant of non-residential property is unable to carry out or complete renovation or fitting out works during its rent-free period: The Assessor may adjust the contractual term in the lease or licence which provides for the rent-free period, e.g. extend the rent-free period.
 - c. Where a landlord is unable to deliver possession under a lease or licence of non-residential property: The Assessor may adjust the date stipulated in the lease or licence for delivery of possession of the property to the tenant.
 11. Once an application for relief under Part 8 is filed, no party to the contract can commence court or arbitral proceedings, or proceedings under the Building and Construction Industry Security of Payment Act (“SOPA”), in relation to the subject

⁴ Leases or licences of non-residential property renewed on or after 25 March 2020, either automatically or in exercise of a right of renewal in the lease or licence agreement, are also eligible.

of the application. This moratorium on legal proceedings will be in place until a determination under Part 8 is issued or the application is rejected or withdrawn. Similarly, no application for relief under Part 8 can be filed if court, arbitral or SOPA proceedings have already commenced in relation to the subject of the intended application.

12. Further details on the scenarios under which Part 8 may apply are set out in Annex B. More information is available at <https://go.gov.sg/part8relief>.

**MINISTRY OF LAW
30 SEPTEMBER 2020**