

# **COVID-19 (Temporary Measures) (Part 8 Relief) Regulations 2020**

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**No. S 836**

### COVID-19 (TEMPORARY MEASURES) ACT 2020 (ACT 14 OF 2020)

### COVID-19 (TEMPORARY MEASURES) (PART 8 RELIEF) REGULATIONS 2020

In exercise of the powers conferred by section 39 of the COVID-19 (Temporary Measures) Act 2020, the Minister for Law makes the following Regulations:

#### **Citation and commencement**

1. These Regulations are the COVID-19 (Temporary Measures) (Part 8 Relief) Regulations 2020 and come into operation on 30 September 2020 at 12.01 a.m.

#### **Definitions**

2. In these Regulations, unless the context otherwise requires —

“affected contract” means a contract mentioned in section 36 of the Act;

“application” means an application under section 37(1) of the Act for the Registrar to appoint an assessor to make a determination under section 38(1) of the Act;

“construction work” has the meaning given by section 3 of the SOPA;

“goods” means plant or materials for use in connection with the carrying out of construction work;

“goods rental contract” means a contract entered into before 25 March 2020 for the rental of goods;

“lease agreement” means a lease or licence of non-residential immovable property that is entered into or renewed before 25 March 2020, and includes one that is renewed on or after that date automatically or in exercise of a right of renewal in the lease or licence;

“lessee” —

- (a) in relation to a lease agreement, means the person who is granted a lease of or a licence to occupy the non-residential immovable property; and
- (b) in relation to a goods rental contract, means the person who rents goods under the contract from another person;

“lessor” —

- (a) in relation to a lease agreement, means the person that grants the lease of or licence to occupy the non-residential immovable property; and
- (b) in relation to a goods rental contract, means the person who rents goods under the contract to another person;

“Part 2 Regulations” means the COVID-19 (Temporary Measures) (Temporary Relief for Inability to Perform Contracts) Regulations 2020 (G.N. No. S 303/2020);

“prescribed mode of service” has the meaning given by regulation 5 of the Part 2 Regulations;

“prescribed period” means the period prescribed in regulation 3A;

[\[S 952/2020 wef 18/11/2020\]](#)

“prescribed person” means a person prescribed under regulation 9;

“reduced rent period”, in relation to a lease agreement, means a period specified in the lease agreement —

- (a) for the lessee to carry out renovation or fitting out works; and
- (b) during which rent is not payable, or a reduced amount of rent is payable, by the lessee;

“respondent”, in relation to an application, is any person mentioned in section 37(2)(a) of the Act who is served with a copy of the application;

“SOPA” means the Building and Construction Industry Security of Payment Act (Cap. 30B);

“working day” means any day other than a Saturday, Sunday or public holiday.

### **Affected contracts**

**3.—**(1) For the purposes of section 36(1)(a)(i) of the Act, the following are prescribed contracts:

- (a) a lease agreement with the prescribed term mentioned in regulation 4(1)(a) or (b);
- (b) a goods rental contract with the prescribed term mentioned in regulation 4(2)(a) or (b).

(2) *[Deleted by S 952/2020 wef 18/11/2020]*

(3) For the purposes of section 36(1)(a)(iii) of the Act, a prescribed contract is affected in the prescribed manner if —

- (a) for a lease agreement in relation to any non-residential immovable property, with the prescribed term mentioned in regulation 4(1)(a) — the lessor is or will be unable to deliver possession or allow use or occupation of the non-residential immovable property, in accordance with that prescribed term because of a delay or breach mentioned in section 36(1)(a)(iii) of the Act;
- (b) for a lease agreement in relation to any non-residential immovable property, with the prescribed term mentioned in regulation 4(1)(b) — the lessee is or will be unable to carry out or complete renovation or fitting out works for the non-residential immovable property during the reduced rent period because of a delay or breach mentioned in section 36(1)(a)(iii) of the Act; or
- (c) for a goods rental contract with the prescribed term mentioned in regulation 4(2)(a) or (b) — the lessee of the goods is or will be liable for rent for the continued possession of the goods because of a delay or breach mentioned in section 36(1)(a)(iii) of the Act.

(4) For the purposes of section 36(1)(b) of the Act, it is a prescribed condition that the lessor or lessee (as the case may be) could not have reasonably avoided the inability or liability mentioned in paragraph (3)(a), (b) or (c), as the case may be.

### **Prescribed period**

**3A.** For the purposes of Part 8 of the Act, the prescribed period is 1 February 2020 to 31 March 2021 (both dates inclusive).

*[S 952/2020 wef 18/11/2020]*

### **Prescribed terms**

**4.—(1)** For the purposes of section 37(1)(b)(ii) of the Act, the following are prescribed terms for a lease agreement in relation to any non-residential immovable property:

- (a) a term providing that the lessor is to deliver possession or allow use or

occupation of the non-residential immovable property to the lessee by or on a date stated in the lease agreement;

(b) a term providing for a reduced rent period.

(2) For the purposes of section 37(1)(b)(ii) of the Act, the following are prescribed terms for a goods rental contract in relation to any goods:

(a) a term providing that the lessee must return the goods to the lessor by or on a date specified in the goods rental contract;

(b) a term providing that the lessee must pay moneys to the lessor as rent for any period that the lessee has possession of the goods and the amount of the rent or the rate at which the rent is to be determined.

### **Prescribed assessment factors**

5. For the purposes of section 38(2)(a) of the Act, the following are prescribed factors for a determination:

(a) whether any party to the affected contract is entitled to obtain or has obtained relief from any other person, or under any other part of the Act or any other law, in respect of the affected contract;

(b) the loss suffered or benefit obtained by any party to the affected contract in relation to the prescribed term;

(c) the impact that any proposed variation of a prescribed term, or proposed release or discharge of a party to the affected contract from a prescribed term, may have on another contract that any party to the affected contract has with a third party.

### **Prescribed time to make application**

6. For the purposes of section 37(1) of the Act, the prescribed time to make an application is any time before 31 May 2021.

### **Prescribed forms**

7.—(1) For the purposes of section 37(1) of the Act, the prescribed form to make an application is Form A on the Internet website at <http://www.mlaw.gov.sg/covid19-relief>.

(2) The other forms to be used for the purposes of these Regulations are those set out on the Internet website at <http://www.mlaw.gov.sg/covid19-relief>, and any reference in these Regulations to a lettered form is a reference to the current version of the form bearing the corresponding letter that is displayed at that website.