

legislative updates – covid-19

current as at 7 may 2020

State	Bill	Relevant Act/Regulation	Amendment
New South Wales	The COVID-19 Legislation Amendment (Emergency Measures) Bill 2020	Retail Leases Act 1994 Residential Trading Act 2010	Minister has been granted power to recommend to the Governor for the following regulations to be made to respond to the COVID-19 pandemic: <ol style="list-style-type: none"> prohibiting the recovery of possession of premises from a tenant, lessee or resident of the premises; prohibiting the termination of a lease, residential tenancy agreement, occupancy agreement or site agreement; regulating or preventing the exercise or enforcement of another right of a landlord, proprietor of premises or operator of a community relating to the premises; and exempting a tenant, lessee, resident or home owner, or a class of tenants, residents or home owners, from the operation of a provision of the relevant Act or any agreement relating to premises.
	The Retail and other Commercial Leases (COVID-19) Regulation 2020	Retail Leases Act 1994 Conveyancing (General) Regulation 2018	<p>Who the Regulation applies to:</p> <p>Consistent with the Code, the Regulation applies to Lessees (Impacted Lessee) who:</p> <ol style="list-style-type: none"> qualify for the Jobkeeper program; and have a turnover of less than \$50 million for the 2019 financial year, determined accordingly: <ol style="list-style-type: none"> if the lessee is a franchisee – the turnover of the business conducted at the premises; if the lessee is a member of a group – the turnover of the group; and if any other case – the turnover of the business conducted by the lessee. <p>NOTE: the terms of the Regulations arguably apply beyond Impacted Lessees, as the Regulations state that a party to a commercial lease must, if requested, renegotiate in good faith the rent payable under, and other terms of, the commercial lease. Accordingly, it can be argued that a Lessee, who is not an Impacted Lessee, can request renegotiations.</p>

State	Bill	Relevant Act/ Regulation	Amendment
New South Wales (cont.)	The Retail and other Commercial Leases (COVID-19) Regulation 2020 (cont.)	Retail Leases Act 1994 Conveyancing (General) Regulation 2018 (cont.)	<p>Period to which the Regulation applies – Prescribed Period 6 months from 24 April 2020, being 24 October 2020 (Prescribed Period).</p> <p>Lessors must not take Prescribed Action against Impacted Lessees The Regulation prohibits the Lessor from taking Prescribed Action against Impacted Lessees for a breach of the lease. Prescribed Action is defined as:</p> <ol style="list-style-type: none"> 1. evicting the Lessee; 2. exercising a right of re-entry; 3. recovering the premises/land; 4. the distraint of goods; 5. forfeiture; 6. damages; 7. requiring payment of interest on unpaid rent; 8. recovering a security bond; 9. taking possession; 10. terminating the lease; or 11. any other remedy available to a Lessor at common law or under the law of NSW. <p>Prohibitions and restrictions</p> <ol style="list-style-type: none"> 1. A Lessor must not take a Prescribed Action against an Impacted Lessee due to: <ol style="list-style-type: none"> a. a failure to pay rent; b. a failure to pay outgoings; or c. the business not operating during the hours specified in the lease. 2. Rent payable cannot be increased (other than rent determined by reference to turnover). 3. A Lessor must not take a Prescribed Action against an Impacted Lessee after the Prescribed Period on the grounds of a breach of the lease for the failure to pay an amount equivalent to a rent increase referred to above. 4. If an Impacted Lessee is required under the lease to pay an amount for land tax (or other statutory charge) or insurance, if the amount payable by the Lessor for land tax or insurance is reduced, the Lessee is exempted from the operation of the provision to the extent of the reduction. 5. An act or omission of an Impacted Lessee required under a Commonwealth or State Law in response to the pandemic is not taken to be a breach of a lease and does not constitute grounds for termination or any Prescribed Action being taken by the Lessor. <p>Obligation to renegotiate rent and other terms Lessor must not take or continue a Prescribed Action unless they have complied with the following:</p> <ol style="list-style-type: none"> 1. Requested the parties to renegotiate the rent and other terms of the lease; 2. Renegotiated in good faith, having regard to: <ol style="list-style-type: none"> a. The economic impacts of the pandemic; and b. Leasing principles of the Code. <p>Dispute Resolution – Mediation before proceedings can be commenced If agreement cannot be reached between the parties, the matter must be referred to mediation.</p> <p>Lessor action for non-Covid-19 related reasons Lessors are not precluded from taking a Prescribed Action on grounds not related to the economic impacts of Covid-19. For example, a Lessor may terminate if the Lessee has damaged the premises or a Lessee fails to vacate after the expiry of a fixed term.</p>

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Victoria (cont.)	COVID-19 Omnibus (Emergency Measures) Bill 2020 (cont.)		The Governor in Council, on recommendation of the Minister for Small Business, may implement regulations in relation to temporarily modifying laws relating to retail leases and non-retail commercial leases.
	COVID-19 Omnibus (Emergency Measures) (Commercial Leases and Licences) Regulations 2020		<p>Period to which the Regulation applies Regulations commence on the 29 March 2020 and expire on the 29 September 2020.</p> <p>Who the Regulation applies to Eligible classes of lease – tenant that is connected with another entity with annual turnover of less than \$50 million. Excluded classes of lease – Agricultural, poultry and dairy farming, grazing and any activity that falls within the definition of farming operation in s 3(c) of the Farm Debt Mediation Act 2011.</p> <p>General obligations Landlords and tenants must cooperate and act reasonably and in good faith in all discussions and actions associated with matters to which these regulations apply.</p> <p>Non-payment of rent during relevant period Tenant under an eligible lease is not in breach of the eligible lease if they do not pay the amount of rent required. Landlord under an eligible lease must not:</p> <ol style="list-style-type: none"> 1. Evict or attempt to evict tenant; 2. Re-enter or otherwise recover, or attempt to re-enter or otherwise recover, the premises; and <p>Recourse or attempt to have recourse, to any security relating to the non-payment of rent.</p> <p>Rent Relief</p> <ol style="list-style-type: none"> 1. A tenant under an eligible lease may request rent relief. A request must be in writing and be accompanied by a statement that the lease is eligible and include evidence that the tenant is a SME entity and qualifies/ participates in the JobKeeper scheme. 2. Upon receipt of tenants request, the landlord must offer rent relief within 14 days of receiving the request, or a different time frame as agreed between the landlord and tenant. 3. Landlords offer of rent relief must be based on all the circumstances and relate to 100% of the rent payable during the relevant period. No less than 50% of the rent relief offered by the landlord must be in the form of a waiver of rent, unless otherwise agreed in writing. 4. Landlord's offer of rent relief must be based on: <ol style="list-style-type: none"> a. the reduction in tenants turnover; and b. any waivers by the landlord of tenants outgoings or expenses; and c. whether failure to provide rent relief would compromise tenants capacity to fulfil the tenant's ongoing obligations, including the payment of rent; and d. landlords financial ability to offer rent relief, including any relief provided to landlord by its lenders; and e. any reduction to any outgoings charged, imposed or levied in relation to the premises. 5. Following receipt of landlords offer by a tenant, both parties must negotiate in good faith with a view to agreeing on the rent relief to apply for the relevant period. 6. Rent relief may be given effect by: <ol style="list-style-type: none"> a. A variation to the eligible lease; or b. Any other agreement between them that gives effect to the rent relief, either directly or indirectly.

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Victoria (cont.)	COVID-19 Omnibus (Emergency Measures) (Commercial Leases and Licences) Regulations 2020 (cont.)		<p>Subsequent rent relief</p> <p>If the financial circumstances of a tenant materially change after a variation has been made or an agreement has been reached, the tenant may make a further request to the landlord for rent relief under reg. 10.</p> <p>Landlord and tenant must follow the process set out in reg. 10 in relation to the request.</p> <p>Prohibition on rent increases</p> <p>Landlord not to increase the rent payable under the lease at any time during the relevant period, unless the landlord and the tenant agree in writing that this regulation does not apply</p> <p>This does not apply to retail leases where rent is determined by reference to the volume of trade of a tenant's business.</p> <p>Extension of the term</p> <p>If payment of any rent is deferred by variation or agreement, the landlord under the eligible lease must offer the tenant an extension of time on their eligible lease on the same terms and conditions that applied before these regulations.</p> <p>This extension must be equivalent to the period for which rent is deferred, unless a landlord and a tenant agree in writing that this regulation does not apply to their eligible lease.</p> <p>Recovery of outgoings or expenses</p> <p>Landlord must consider waiving recovery of outgoings or other expenses payable by tenant for any part of the relevant period that the tenant is not able to operate the business at the premises.</p> <p>If tenant not able to operate their business for any part of the relevant period, the landlord must cease to provide, or reduce provision of, any services at the premises that is reasonable in the circumstances and in accordance with any reasonable request of the tenant.</p> <p>Reduction in outgoings</p> <p>If outgoings are reduced, landlord must not require a tenant to pay any amount greater than a tenant's proportional share. If tenant has paid in excess, landlord must reimburse the excess.</p> <p>Payment of deferred rent</p> <p>Landlord must not request payment of any part of the deferred rent until the earlier of—</p> <ol style="list-style-type: none"> a. Expiry of the relevant period; and b. Expiry of the term of the eligible lease; and c. The lease must be varied so the tenant must pay the deferred rent to the landlord amortised over the greater of— <ol style="list-style-type: none"> i. The balance of the term of the lease and ii. A period of no thank than 24 months iii. Or as otherwise agreed in writing. <p>Method of amortisation is to be agreed to by the landlord and the tenant.</p> <p>No fees, interest or charges</p> <ol style="list-style-type: none"> 1. A landlord must not require a tenant to pay interest or any other fee or charge in relation to any payment of rent deferred by variation to the eligible lease or an agreement mentioned under regulation 10(6). 2. Tenant may reduce business hours or cease business during relevant period.

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Victoria (cont.)	COVID-19 Omnibus (Emergency Measures) (Commercial Leases and Licences) Regulations 2020 (cont.)		<p>3. Tenant not in breach of eligible lease is they reduce opening hours to cease trading.</p> <p>4. The landlord must not evict or attempt to evict, re-enter or otherwise recover or attempt to re-enter or otherwise recover, have recourse or attempt to have recourse, when this regulation applies.</p> <p>Confidentiality of information</p> <p>1. Landlord or tenant must not divulge information obtained in connection with regulations except: with the consent of the person, to a professional advisor, to a actual or prospective financier, as authorised by Small Business Commissioner, as authorised by law or for the purposes of any proceeding in a court or tribunal.</p> <p>2. Landlord may use the information given by tenant in rent relief request for applying for tax relief.</p> <p>Dispute Resolution</p> <p>A landlord or a tenant under an eligible lease may refer a dispute amount the terms of an eligible lease arising in relation to a matter to which these Regulations apply to the Small Business Commission for mediation.</p> <p>A referral must be in writing.</p> <p>Jurisdiction of VCAT</p> <p>Jurisdiction of VCAT – an eligible lease dispute may only be the subject of a proceeding in VCAT or a court (other than the Supreme Court) if the Small Business Commission has certified in writing that mediation under Division 1 has failed or is unlikely to resolve the dispute.</p> <p>Nothing in this Part prevents a dispute from being dealt with through a compulsory conference, mediation or any other alternative dispute resolution process under the Court rules, the VCAT Act 1998 or the Civil Procedure Act 2010.</p>
Queensland	COVID-19 Emergency Response Bill 2020	Retail Shop Leases Act 1994	<p>Enabling the Minister to make regulations in respect of retail leases for the purpose of responding to the COVID-19 emergency.</p> <p>Period to which the Act applies</p> <p>Any regulation made under the Act can have retrospective application to 23 April 2020 and expires on 31 December 2020.</p> <p>Notwithstanding the above, depending how long it will take for the current “lock down” measures to be lifted, the regulations may potentially regulate landlord and tenant conduct well after businesses have recovered.</p> <p>Who the Act applies to</p> <p>The Act applies to certain retail shop tenancies experiencing financial hardship as a result of COVID-19.</p> <p>Prohibited Action</p> <p>The Act allows regulations to be made in respect to “relevant leases” which:-</p> <ol style="list-style-type: none"> 1. prohibit lessors from recovering possession of premises; 2. prohibit lessors from terminating a lease; 3. regulate and/or prevent the exercise and/or enforcement of another right of a lessor; 4. exempt a lessee (or class of lessees) from the operation of a provision of an Act, lease and/or other agreement relating to the premises; 5. require parties to have regard to principles or a code in negotiating or disputing matters; 6. require mediators to have regard to principles or a code when mediating; 7. provide for a dispute resolution process; 8. prescribe other matters necessary to facilitate the above; and 9. provide for a maximum penalty of 20 penalty units for a breach of the regulation (1 penalty unit equates to \$133.45).

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Queensland (cont.)	COVID-19 Emergency Response Bill 2020 (cont.)	Retail Shop Leases Act 1994 (cont.)	<p>The definition of “relevant leases”</p> <p>The definition of “relevant lease” is set out under Part 7 of the Act. It includes a retail shop lease under the RSLA and/or a lease prescribed by regulation.</p> <p>A “lease” under Part 7 of the Act includes a sub-lease, licence and/or other agreement under which a person grants a right to another person to occupy a premises for purposes other than residential.</p> <p>Dispute resolution</p> <p>Part 6 of the Act provides for the appointment of a Small Business Commissioner to provide dispute resolution support for small businesses including mediation for tenancy disputes.</p>
		Residential Tenancies and Rooming Accommodation Act 2008	<p>Period to which the Act applies</p> <p>Any regulation made under the Act can have retrospective application to 19 March 2020 and expires on 31 December 2020.</p> <p>Who the Act applies to</p> <p>The Act applies to residential tenancies experiencing excessive hardship during the COVID-19 pandemic.</p> <p>What the Act imposes</p> <p>The Act imposes the following:-</p> <ol style="list-style-type: none"> 1. a moratorium on certain evictions; 2. a moratorium or cap on “break costs”, depending on the circumstances; 3. an obligation for landlords to offer to extend residential leases (that would otherwise expire before 29 September 2020) to 30 September 2020 or an earlier date requested by a tenant; 4. restrictions on entry to leased premises for health and safety reasons; and 5. releases landlords from their obligations to undertake routine repairs and maintenance where prevented for health and safety reasons, or the unavailability of qualified personnel or materials. <p>Dispute resolution</p> <p>Part 6 of the Act provides for the appointment of a Small Business Commissioner to provide dispute resolution support for small businesses including mediation for tenancy disputes.</p> <p>Period to which the Act applies</p> <p>Any regulation made under the Act can have retrospective application to 19 March 2020 and expires on 31 December 2020.</p> <p>Who the Act applies to</p> <p>The Act applies to residential tenancies experiencing excessive hardship during the COVID-19 pandemic.</p> <p>What the Act imposes</p> <p>The Act imposes the following:-</p> <ol style="list-style-type: none"> 1. a moratorium on certain evictions; 2. a moratorium or cap on “break costs”, depending on the circumstances; 3. an obligation for landlords to offer to extend residential leases (that would otherwise expire before 29 September 2020) to 30 September 2020 or an earlier date requested by a tenant; 4. restrictions on entry to leased premises for health and safety reasons; and

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Queensland (cont.)	COVID-19 Emergency Response Bill 2020 (cont.)	Residential Tenancies and Rooming Accommodation Act 2008 (cont.)	<p>5. releases landlords from their obligations to undertake routine repairs and maintenance where prevented for health and safety reasons, or the unavailability of qualified personnel or materials.</p> <p>The definition of “excessive hardship”</p> <p>The Acts regulations protect tenants who are suffering from “excessive hardship” which includes the following circumstances:-</p> <ol style="list-style-type: none"> 1. they have COVID-19, are subject to a quarantine direction or are self-isolating because they are a vulnerable person or live with or care for, such a person; 2. their place of employment has closed or is restricted because of a public health direction (e.g. cafes only being permitted to offer takeaway); or 3. a travel restriction, imposed by law, prevents tenants from being able to work or return home; and <ol style="list-style-type: none"> a. if a sole tenant: they have suffered a loss of income of 25% or more; b. if there is more than one tenant: the combined income (income is defined as the net weekly income after tax of a tenant and includes any governmental financial assistance) of all tenants has been reduced by 25% or more; c. if the rent normally payable under the residential tenancy agreement is 30% or more of the combined total income of the tenants. <p>Rent relief and dispute resolution</p> <p>A tenant may contact the landlord and request rent relief due to excessive hardship.</p> <p>A landlord is entitled to request evidence from the tenant to confirm that it has suffered a loss of income. If a landlord does not believe that the evidence provided from the tenant confirms “excessive hardship”, it may make a dispute resolution request with the Residential Tenancies Authority (“the RTA”).</p> <p>The RTA may request additional evidence from the tenant to support its rent relief claim. Based on the additional evidence provided, the RTA will decide whether it is satisfied that the tenant is suffering excessive hardship.</p> <p>Parties may vary the terms of a residential tenancy agreement by entering into a Variation Agreement.</p> <p>Circumstances where tenant can terminate</p> <p>In some circumstances, a tenant may terminate its lease for excessive hardship on the following basis:-</p> <ol style="list-style-type: none"> 1. negotiations between the landlord and tenant must have broken down (or never started due to the recalcitrance of (presumably only) the landlord); 2. the tenant must have made a dispute resolution request to the RTA; 3. despite that resolution request, the parties were unable to reach a conciliation agreement; and 4. finally, the tenant must have made application to the RTA for a termination order. <p>The RTA can only make such a termination order if it is satisfied that the above particulars have been satisfied and that the tenant is in fact suffering from excessive hardship.</p> <p>Break costs</p> <p>If a residential tenancy agreement is terminated as a result of the RTA issuing a termination order, no break costs are payable by the tenant.</p> <p>Notwithstanding the above, if the residential tenancy agreement is for a fixed term, the landlord is entitled to claim reasonable costs incurred for reletting the property, and where the tenant has terminated the agreement in a fashion which is not permitted under the Act, and;</p>

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Queensland (cont.)	COVID-19 Emergency Response Bill 2020 (cont.)	Residential Tenancies and Rooming Accommodation Act 2008 (cont.)	<ol style="list-style-type: none"> 1. a sole tenant has suffered loss of income of 75% or more and has less than \$5,000.00 in savings; or 2. multiple tenancy occupants have suffered a reduction of 75% or more in the combined total income of all tenants and the combined savings of the tenants is less than \$5,000.00; <p>the break costs are restricted to one week's rent (pre-rent relief).</p> <p>The landlord however may still evict the tenant for breaching its lease for reasons other than failure to pay rent as a result of excessive hardship.</p>
Western Australia	Commercial Tenancies (COVID-19 Response) Act 2020		<p>Period to which the Act applies – Emergency Period</p> <p>Beginning on 30 March 2020 and ending on a day prescribed by regulations. If a day has not been prescribed, 29 September 2020 (Emergency Period).</p> <p>Who the Act applies to</p> <p>The Act applies to small commercial leases. A small commercial lease is a:</p> <ol style="list-style-type: none"> 1. retail shop lease as defined in the Commercial Tenancy (Retail Shops) Agreements Act 1985 (CTA Act); 2. lease where the tenant is a small business as defined in the Small Business Development Corporation Act 1983 (SBDC Act); 3. lease where the tenant is an incorporated association as defined in Associations Incorporation Act 2015 (AI Act); or 4. another type of lease prescribed in the regulation (yet to be determined). <p>Prohibited action</p> <p>The Act prohibits the Landlord from taking Prohibited Action against Tenants for a breach of the lease. Prohibited Action is defined as:</p> <ol style="list-style-type: none"> 1. evicting the Tenant; 2. exercising a right of re-entry; 3. taking possession; 4. recovering the premises/land; 5. the distraint of goods; 6. forfeiture; 7. damages; 8. termination 9. requiring payment of interest on unpaid rent; 10. recovering a security bond; 11. performance of obligations by the Tenant or any person under a guarantee; or 12. any other remedy available to a Landlord at common law or under the law of WA. <p>Prohibited Action cannot be taken against Tenants</p> <p>Landlords must not take Prohibited Action during the Emergency Period for the following:</p> <ol style="list-style-type: none"> 1. The Tenant's failure to pay rent or any other amount payable by a Tenant; or 2. The Tenant's business not operating for the hours or times specified in the lease. <p>Act or omission</p> <p>An act or omission of a Tenant during the Emergency Period in response to COVID-19 is not to be regarded as a breach of the lease, a grounds for termination or a grounds for taking prohibited action.</p>

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Western Australia (cont.)	Commercial Tenancies (COVID-19 Response) Act 2020 (cont.)		<p>Rent increases Rent increases during the Emergency Period are prohibited (other than rent determined by reference to turnover).</p> <p>Dispute resolution If a dispute arises whereby the Tenant has breached a term of the lease and the Landlord claims that the breach was not as a result of the Tenant suffering financial hardship, a party to the dispute may apply to the Tribunal to have the dispute determined.</p> <p>If a Landlord has already commenced action against a Tenant If, during the relevant period (being between 30 March 2020 and 23 April 2020):</p> <ol style="list-style-type: none"> a. A Landlord has taken or commenced a Prohibited Action; b. A Landlord has taken or commenced the performance of any other measures that the Landlord would be unable to undertake or commence under the Act; c. The operation of a term of the lease has an effect contrary to the Act; or d. Rent payable has been increased in contrary to the Act, <p>the Prohibited Action or other measure is as valid and effective as it would have been had the Act not come into operation but, so far as the Prohibited Action or other measure remains incomplete or ongoing, it is to be stayed or suspended until the end of the Emergency Period.</p>
South Australia	COVID-19 Emergency Response Act 2020		<p>Period to which the Act applies The Prescribed Period commences 30 March 2020 and expires on the day on which all relevant declarations relating to COVID-19 have ceased or on the day falling 6 months from 9 April 2020.</p> <p>Who the Act applies to The Act applies to commercial leases during the prescribed period. A commercial lease is:</p> <ol style="list-style-type: none"> 1. a retail shop lease within the meaning of the Retail and Commercial Leases Act 1995; or 2. a lease under the Landlord and Tenant Act 1936, including a retail shop lease to which Part 4 of that Act applies; or 3. any other agreement under which a person grants or agrees to grant another person for value a right to occupy premises for carrying on a business— <ol style="list-style-type: none"> (i) whether or not the right is a right of exclusive occupation; and (ii) whether the agreement is expressed or implied; and (iii) whether the agreement is oral or in writing, or partly oral and partly in writing, <p>but does not include—</p> 4. a lease under the Pastoral Land Management and Conservation Act 1989; or 5. a lease under the Crown Land Management Act 2009 <p>Lessor cannot take any Prescribed Action against a Lessee A Lessor cannot take any Prescribed Action against a Lessee on grounds of a breach of the following during the Prescribed Period:</p> <ol style="list-style-type: none"> 1. A failure to pay rent; 2. A failure to pay outgoings; or 3. The Lessee not operating for the hours specified in the lease.

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South Australia (cont.)	COVID-19 Emergency Response Act 2020 (cont.)		<p>Provisions applying to commercial leases</p> <ol style="list-style-type: none"> 1. An act or omission of a Lessee during the Emergency Period in response to COVID-19 is not to be regarded as a breach of the lease, a grounds for termination or a grounds for taking prohibited action. 2. Unless otherwise agreed, rent must not be increased if the Lessee is suffering financial hardship as a result of COVID-19 (other than rent determined by turnover). 3. Lessor cannot require a Lessee who is suffering financial hardship as a result of COVID-19 to pay land tax. <p>Dispute resolution</p> <p>A party to a commercial lease may apply to the Commissioner for mediation of a dispute in relation to a lessee suffering financial hardship as a result of COVID-19 or to make a determination on whether a Lessee is suffering financial hardship as a result of COVID-19.</p> <p>If a Lessor has already commenced action against a Lessee</p> <p>If a Lessee is suffering financial hardship due to COVID-19 and during the relevant period (being between 30 March 2020 and 9 April 2020):</p> <ol style="list-style-type: none"> a. a Lessor has taken or commenced, but not yet finalised a Prescribed Action; b. a Lessor has taken or commenced, but not yet finalised the performance of any other measure that the Lessor would not have been able to undertake or commence by virtue of the Act; or c. the operation of a term of the lease has an effect contrary to the Act, <p>the action, operation or effect will be taken to be stayed or suspended until the end of the Prescribed Period.</p>
Tasmania	COVID-19 Disease Emergency (Miscellaneous Provisions) Act 2020	Residential Tenancy Act 1997 Fair Trading (Code of Practice for Retail Tenancies) Regulations 2010	<p>The Minister may, by notice, declare that, despite any provision of a lease, that a lease (which is of a specific class within the notice):</p> <ol style="list-style-type: none"> 1. must not be terminated in the emergency period; 2. rent payable under the lease cannot increase, <p>within the emergency period.</p>
ACT	COVID-19 Emergency Response Bill 2020	Leases (Commercial and Retail) Act 2001	<p>The Minister may make a declaration in relation to the following for the purpose of responding to COVID-19:</p> <ol style="list-style-type: none"> 1. prohibiting the termination of a lease; 2. prohibiting recovery of possession of premises; or 3. changing, limiting or preventing the exercise or enforcement of any right the Lessor has under the Lease.

our team



brooke glastonbury
principal lawyer
property and construction, nsw
+61 2 8298 9536
brooke.glastonbury@mk.com.au



ralph praeger
principal lawyer
property and construction, qld
+61 7 3235 0439
ralph.praeger@mk.com.au



sebastian renato
principal lawyer
property and construction, vic
+61 3 9794 2557
sebastian.renato@mk.com.au



cain sarah
principal lawyer
property and construction, nsw
+61 2 8298 9502
cain.sarah@mk.com.au



jenny thame
principal lawyer
property and construction, vic
+61 3 9794 2524
jenny.thame@mk.com.au



melanie gebbels
special counsel
property and construction, qld
+61 7 3235 0470
melanie.gebbels@mk.com.au



iresha herath
special counsel
property and construction, vic
+61 3 9208 9897
iresha.herath@mk.com.au



chelsea ridley
special counsel
property and construction, vic
+61 3 8615 9981
chelsea.Ridley@mk.com.au



elizabeth linedale
senior associate
property and construction, vic
+61 3 9794 2554
elizabeth.linedale@mk.com.au