COVID-19 NATIONAL LEGISLATIVE COMMERCIAL TENANCY GUIDE





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Source

National Cabinet Mandatory Code of Conduct – SME Commercial Leasing Principles During COVID-19 (Code of Conduct)

The Code is given effect through relevant state and territory legislation or regulations, as appropriate. The Code does not supersede such legislation but aims to complement it during the COVID-19 crisis period.

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
Act:	Act:	Act:	Act:	Act:	Act:	Act:	Act:
COVID-19	COVID-19	COVID-19	<u>Tenancies</u>	Commercial	COVID-19	Covid-19	COVID-19 Disease
<u>Omnibus</u>	<u>Legislation</u>	Emergency	<u>Legislation</u>	Tenancies (Covid-	<u>Emergency</u>	<u>Emergency</u>	<u>Emergency</u>
(Emergency	<u>Amendment</u>	Response Act 2020	Amendment Act	19 Response) Act	Response Act 2020	Response Act 2020	(Miscellaneous
Measures)	(Emergency		<u>2020</u>	2020 (WA)	4104		Provisions) Act
(Commercial	Measures) Act	Regulations:	- SO.		Regulations:	Declaration:	<u>2020</u>
<u>Leases and</u>	<u>2020</u>	Retail Shop Leases	Other:	Regulations:	COVID-19	<u>Leases</u>	(Misc. Act)
Licenses) Act 2020		and Other	<u>Business</u>	Commercial	<u>Emergency</u>	(Commercial and	111000
San Printer	Regulations:	Commercial	Tenancies COVID-	Tenancies (COVID-	<u>Response</u>	Retail) COVID-19	COVID-19 Disease
Regulations:	Retail and Other	Leases (COVID-19	19 Modification	19 Response)	(Commercial	<u>Emergency</u>	Emergency
COVID-19	Commercial	Emergency	Notice 2020	Regulations 2020	<u>leases No 2)</u>	Response	(Commercial
<u>Omnibus</u>	Leases (COVID-19)	Response)	(dated 28 April	made World	Regulations 2020	Declaration 2020	Leases) Act 2020
(Emergency	Regulation 2020	Regulation 2020	<u>2020)</u>	Other:		A1 10	<u>(Act)</u>
Measures)				Commercial		1800	
(Commercial	Retail and other			tenancies (COVID-		die.	Regulations:
<u>Leases and</u>	Commercial			19 Response (Early			COVID-19 Disease
<u>Licences)</u>	Leases (COVID-19)			Termination)) Bill			<u>Emergency</u>
Regulations 2020	<u>Amendment</u>			2020 (WA)			(Miscellaneous
	Regulation 2020						Provisions) Act
							<u>2020 – Notice</u>
	Conveyancing						under section 22
	(General)						(Notice)
	Regulation 2018,						
	Schedule 5.						

Relevant/Prescribed Period

Code of Conduct

Came into effect in all states and territories from a date following 3 April 2020 to be defined by each jurisdiction, for the period during which the Commonwealth JobKeeper program remains operational.

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
Commencing on	Commencing on	Commencing on	Commencing on	Commencing on	Commencing on	Commencing on 1	Commencing on 1
29 March 2020	24 April 2020 and	29 March 2020	18 March 2020	30 March 2020 30 March 2020		April 2020 and	April 2020 and
and ending on 29	ending on 24	and ending on 30	(while the COVID-	and ending on 29	and ending on 30	ending the first	ending on 31
September 2020.	October 2020.	September 2020	19 public health	September 2020	September 2020	day no COVID-19	March 2021,
(r 4, Regulations)	(r 2, Regulations)	(response period).	emergency is	(emergency	(prescribed	emergency* is in	unless the
1	60	(Sch. 1,	declared under s	period).	period)	force, or any later	Treasurer, by
30		Regulations)	48 of the <i>Public</i>	(s 3, Act)	(r 3, Regulations)	day notified by the	notice, declares an
The second second		10000	and Environmental		* 10°	Minister.	earlier day to be
A STATE OF THE PARTY OF THE PAR		.00	Health Act 2011)	'W. AF	W 287 1	(prescribed	the financial
1		The second second	while an EMA	100 99	100	period)	hardship cessation
	7 M. M	U VI	declaration is in	JF 10.	. 10 '0.	(s 3(1),	day (financial
The same of the sa	AG1 APPEA	ALC: NO SECURE	force (emergency	1000	St. 12 - 15	Declaration)	hardship period)
			period) and			W 9	(s 4 and s 31, Act).
			ending on 23			*Covid-19	
			September 2020*.			emergency	
						means:	
			*See Extension of			1. a state of	
			Operation of			emergency	
			Declaration of			declared under	
			Public Health			s 156 of the	
			Emergency dated			Emergencies	
			23 June 2020.			Act 2004	
						because of	
						COVID-19; or	
						2. an emergency	
						declared under	

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
						s 119 of the	
						Public Health	
						Act 1997	
						(including an	
						extension or	
						further	
						extension)	
						because of	
						COVID-19.	
						(s 3(2),	
						Declaration)	

Obligations

Code of Conduct

Overarching Principles

- To share, in a proportionate, measured manner, the financial risk and cashflow impact during the COVID-19 period, whilst seeking to appropriately balance the interests of tenants and landlords.
- Landlords and tenants working together to ensure business continuity, and to facilitate the resumption of normal trading activities at the end of the COVID-19 pandemic during a reasonable recovery period.
- Landlord and tenants will be required to discuss relevant issues, to negotiate appropriate temporary leasing arrangements, and to work towards achieving mutually satisfactory outcomes.
- Landlords and tenants will negotiate in good faith.
- Landlords and tenants will act in an open, honest and transparent manner, and will each provide sufficient and accurate information to achieve outcomes consistent with the Code.
- Agreed arrangements must take into account the impact of the COVID-19 pandemic on the tenant, with specific regard to its revenue, expenses and profitability and be proportionate and appropriate based on the impact of COVID-19 plus a reasonable recovery period.
- Parties will assist each other in their respective dealings with other stakeholders including governments, utility companies, and banks / other financial institutions in order to achieve outcomes consistent with the Code's objectives.
- Parties must recognise the intended application, legal constraints and spirit of the Competition and Consumer Act 2010.
- Parties will take into account that the risk of default on commercial leases is borne by the landlord and a landlord must not seek to permanently mitigate this risk in negotiating temporary arrangements envisaged under the Code.

All leases must be dealt with on a case-by-case basis, having regard for whether the SME tenant has suffered financial hardship due to the COVID-19 pandemic, whether the tenant's lease has or will soon expire, and whether the tenant is in administration or receivership.

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
A landlord and	A party to a	The lessor and	Silent (in the Act	In negotiations,	The parties to a	A lessor must not	A party to a
tenant under an	commercial lease	lessee under an	and Modification	ition the landlord and commercial and give a termina		give a termination	protected lease
eligible lease must	must, if requested,	affected lease	Notice). No	the tenant under a	any guarantor or	notice to an	must enter into
cooperate and act	renegotiate in	must cooperate	subsequent	small commercial	other person with	impacted tenant in	and conduct,
reasonably and in	good faith the rent	and must	modification	lease must	an interest in the	relation to a	negotiations
good faith in all	payable under,	cooperate and act	notices made.	cooperate, act	lease must make a	prescribed breach	during the
discussions and	and other terms	reasonably and in		reasonably and in	genuine attempt	unless the lessor	financial hardship
actions associated	of, the commercial	good faith in all		good faith, must	to negotiate in	has engaged in	period in relation
with matters to	lease.	discussions and		act in an open,	good faith the rent	good faith	to:
which the	46	actions associated	- C	honest and	payable under,	negotiations* with	1. the rent
Regulations apply.	Parties are to	with mitigating the	NE 700	transparent	and other terms	the tenant (s6(1),	payable; or
(r 8, Regulations)	renegotiate the	effect of the	S 20 4	manner, and must	of, the commercial	Declaration).	2. if the lessee
PARTICION.	rent payable	COVID-19	Mary 10	provide each other	lease during the		requests, the
- Y	under, and other	emergency on the	E	with sufficient and	prescribed period,	A termination	renewal of the
	terms of, the	parties to the	W. W.	accurate	having regards to:	notice given in	lease; or
The same of the sa	commercial lease	lease, and other	B 10 19		1. the economic	contravention of	3. if the lessee
	having regard to:	matters to which	787	reasonable for	impacts of the	s6(1) is void (s6(2),	requests, the
	1. the economic	the Regulations		them to provide in	COVID-19	Declaration).	exercise by the
	impacts of the	apply (r 11,		circumstances for	pandemic on	400	lessee of an
	COVID-19	Regulations)		the purposes of	the parties to	*A lessor engages	option,
	pandemic;			negotiations, and	the lease; and	in good faith	during the
	and			must not make	2. the provisions	negotiations with	financial hardship
	2. the leasing			onerous demands	of the Act and	an impacted	period (s 12(1),
	principles set			for information	these	tenant if the	Act).
	out in the			from each other	Regulations;	lessor, in	
	Code of			` '	3. the provisions	acknowledging the	
	Conduct.			Regulations)	of the Code of	financial hardship	
	(r 7, Regulations).				Conduct.	suffered by the	
					(r 6, Regulations).	tenant because of	
						the economic	
						impact of COVID-	

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
						19, negotiates	
						with the tenant	
						having regard to the Code of	
						the Code of	
						Conduct (s4(1),	
						Declaration).	

Application

Code of Conduct

The Leasing Principles apply to negotiating amendments in good faith to existing leasing arrangements – to aid the management of cashflow for SME tenants and landlords on a proportionate basis – as a result of the impact and commercial disruption caused by the economic impacts of industry and government responses to COVID-19.

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
The Act and	The Regulations	The Regulations	The Tenancies	The Act and	The Regulations	The Declaration	The Act applies to
Regulations apply	apply to the	apply to affected	Legislation	Regulations apply	apply during the	(instrument)	protected leases*
to eligible leases	exercise or	leases (r 5,	Amendment Act	to small	prescribed period	applies if an	and protected
(refer to eligibility	enforcement of	Regulations).	2020 has made	commercial leases	in relation to a	impacted tenant*	lessees* (s 5,
below).	rights under a		temporary	(see definition	commercial lease,	commits a	Act).
	commercial lease		amendments to	below) (s 3, Act).	other than a lease	prescribed	(*see definitions
An eligible lease is	in circumstances		the Business		entered into after	breach* of a	below)
taken to provide	occurring during		Tenancies (Fair	For the purposes	the prescribed	prescribed lease*	
as set out in the	the prescribed		Dealings) Act 2003	of s13(2) of the	period, unless that	during the	The provisions of
Regulations. The	period. (r 5,		which allow the	Act, the code of	lease is a lease	prescribed period,	the Act apply in
Regulations are	Regulations)		minister to issue a	conduct set out in	entered into by	including before	relation to a
taken to form part			modification	Sch 1 of the	means of an	the day the	commercial
of the eligible			notices to make	Regulations is	option to extend	instrument	lease*, despite
lease and a			provisions in	adopted and	or renew the lease	commences (s	any provision of
landlord and			relation to aspect	applies to a	or any other	5(1), Declaration).	the lease or of
tenant under the			of business leases	relevant	extension or	(*see definitions	any Act or law (s
			or occupation	commercial lease,	renewal of an	below.)	9(1), Act).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
eligible lease must			arrangements to	a person who is a	existing lease on		(*see definition
observe it.			which the Act does	landlord under a	the same or		below)
(r 8, Regulations)			not otherwise	relevant	substantially		
			apply (Part 1A,	commercial lease,	similar terms as		The provisions of
			Business Tenancies	and a person who	the existing lease.		the Act apply in
			(Fair Dealings) Act	is a tenant under a			relation to a
			2003, as amended	relevant small	The provisions of a		commercial lease,
			by s5, Act.	commercial lease	commercial lease		whether entered
				(r 3, Regulations)	will be taken to be		into before or
				(see definitions in	modified to the		during the
				'eligibility' below).	extent necessary		financial hardship
					to give effect to	400	period and
	304			The provisions of	the operation of	4000	whether or not
			-0.0	any lease or any	the Regulations.		the lease is
30		to continue	E 30	other contract or			entered into
The same of the sa		No.	TO 100 100	agreement are	(r 5, Regulations).	6	pursuant to an
A PROPERTY OF		.07	Market No.	taken to be	W 287 1		option, contained
		The same of the sa	M 70. IX	modified to the	100		in another
	/ No. 10	U VI	10. W.	extent necessary	. 10 '0.	4.30	commercial lease,
Service of the last of the las	ASI ARREST	No. of the last	20 M	to give effect to	St. 12 - 45		for a further
				the operation of		70 9	lease, or a
				the Act (s 6, Act).		12.1	renewal of a
						- Appear	commercial lease
				A lease or any			(s 9(3), Act).
				other contract or			
				agreement is of no			The provisions of
				effect to the			a protected lease
				extent that it			are taken to be
				purports to			modified to the
				exclude or restrict			extent necessary
				the operation of			to give effect to
				the Act. The			the operation of
				purported waiver			the Act (s 9(4),
				of a right, remedy			Act).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
				or benefit			In the event of an
				conferred on a			inconsistency
				person under the			between a
				Act is of no effect			provision of a
				(s 7, Act).			protected lease
							and a provision of
							the Act that
							applies in relation
							to the protected
							lease during the
							financial hardship
						400	period, the
#14000000	305		and the same of th		107	40 8	provision of the
100			T				Act applies and
30		DE LOSSIELL	E 20 -	otto, colo	A17		the provision of
Town Self-		100	Brand St. St.	The All	W		the protected
100		AS-summer dis-	Married Married	100 - 600	N.AK 1	PACE TO	lease does not
	5 HP 80	11 10.	A9' (A)	39 30	137 100	W. A.	apply, to the
S	The Theres	U V	# 10 W		A 20 M	4.60	extent of the
-	AND ARREST	the second	St. 10' 4	460	Sec. 200	No. 1	inconsistency (s
						V. 90	9(5), Act).

Eligibility

Code of Conduct

- The Code applies to all tenancies that are suffering financial distress or hardship as a result of the COVID-19 pandemic as defined by their eligibility for the Commonwealth Government's JobKeeper programme, with an annual turnover of up to \$50 million ("SME tenants")
- The \$50 million annual turnover threshold applies in respect of franchises at the franchisee level, and in respect of retail corporate groups at the group level (rather than at the individual retail outlet level).
- Financial distress or hardship is an individual, business or company's inability to generate sufficient revenue as a direct result of the COVID-19 pandemic (including government-mandated trading restrictions) that causes the tenant to be unable to meet its financial and/or contractual (including retail leasing)

commitments. SME tenants which are eligible for the federal government's Jobkeeper payment are automatically considered to be in financial distress under the Code (see definitions).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
LEASES							
An eligible lease is	An eligible lease	A lease of premises	The Act applies to	A small	The Regulations	A prescribed lease	A lease is a
a retail or a non-	is:	is an affected lease	retail shop leases	commercial lease	apply to a	means a lease to	protected lease
retail commercial	 a retail shop 	if it is:	or any other	means:	commercial lease	which the Act	at a time if:
lease, sub-lease or	lease under	 a retail shop 	agreement	 a retail shop 	which means:	applies* that was	1. the lease is a
an agreement for a	the <i>Retail</i>	lease; or	(including a	leases as	 a retail shop 	entered into	commercial
lease of sub-lease,	Leases Act	2. a prescribed	sublease) under	defined in s3(1)	lease within	before 7 April	lease*; and
(whether or not in	<i>1994,</i> which	lease	which business	of the	the meaning	2020 (s 3(1),	2. the time is
writing or partly in	means any	and:	premises are let	Commercial	of the <i>Retail</i>	Declaration).	during the
writing, and	agreement	3. on the	or hired to a	Tenancy (Retail	and	2	financial
whether express or	under which a	commencemen	person:	Shops)	Commercial	A *lease to which	hardship
implied):	person grants	t of the lease,	1. whether or	Agreements Act	Leases Act	the Act applies	period after
1. of premises	to another	or an	not the right	1985;	<i>1995</i> ; or	includes a lease	which the
which are	person a right	agreement to	is a right of	2. a lease where	2. a lease under	prescribed under	lessee has
leased for the	of occupation	enter into the	exclusive	the tenant	the Landlord	s12(2)(a) and (b)	become an
sole or	of premises	lease, it is	occupation,	owns or	and <i>Tenant</i>	of the <i>Lease</i>	eligible
predominant	for the	binding on the	2. whether the	operates a	Act 1936,	(Commercial and	person* or a
purpose of	purpose of the	lessee,	agreement	small business*	including a	Retail) Act 2001 (s	member of a
carrying on a	use of the	whether or not	is express or	and uses the	retail shop	3(1), Declaration).	class of
business;	premises as a	the lease has	implied, and	leased	lease to which		persons
2. that is in effect	retail shop	commenced;	whether the	premises for	Part 4 of that	In effect, a	prescribed,
on 29 March	whether or	and	agreement is oral	carrying on that	Act applies; or	prescribed lease	(regardless of
2020; and	not the right is	4. the lessee	or in writing	business;	3. any other	means any lease	whether the
3. under which	a right of	under the lease	(wholly or in part)	3. a lease where	agreement	subject to the	person ceases
the tenant is:	exclusive	is a SME	(s 5(1), Act).	the tenant is an	under which a	Lease (Commercial	to be an
(a) an SME	occupation,	entity*; and		incorporated	person for	and Retail) Act	eligible
entity*; and	and whether	5. the lessee		association (see	value a right	2001, including an	person during
(b) an	the agreement	under the		s3 Associations	to occupy	agreement,	the financial
employer	is express or	lease, or an		Incorporation	premises for	whether in writing	hardship
who	implied, and	entity that is		Act 2015);	carrying on a	or not, that	period).
qualifies	whether the	connected			business –	provides for the	(s 5(1), Act).

VIC	NSW	QLD	NT	WA		SA	ACT	TAS
for, and is a	agreement is	with*, or an		4. any other lease	(i)	whether	occupation of	*Commercial
participant	oral or in	affiliate* of,		that may be		or not the	premises	lease means a
in, the	writing, or	the lessee		prescribed by		right is a	exclusively or	lease to which
jobkeeper	partly oral and	responsible for,		the regulations.		right of	otherwise,	Sch 1, Fair
scheme;	partly in	or involved in,		(s 3, Act).		exclusive	whether for a	Trading (Code of
and	writing; (r 3,	employing staff				occupatio	fixed term,	Practice for Retail
4. that is not an	Regulations)	for the		Note: *small		n; and	periodically or at	Tenancies)
excluded lease	2. any	business		business has the	(ii)	whether	will, and a	Regulations 1998
(see exclusions	agreement to	carried on at		meaning given in		the	sublease or	applies, and a
below).	which the	the lease		the Small Business		agreemen	licence, and	lease of premises
(ss.12-14 the Act)	Conveyancing	premises, is		Development		t is	including any lease	occupied, or to be
	Act 1919	eligible for the		Corporation Act		expressed	which is excluded	occupied, wholly
Note: *An entity is	applies	jobkeeper		1983 (s3(1))).	400	or	from the	or predominantly
an SME entity if it	relating to the	scheme*.	- 34		10	implied;	operation of the	for business
carries on a	leasing of	(r 5(1), Regulations)	E 700	A tenant is an		and	Act (under s	purposes* (s
business, or is a	premises or	Agreed to the same of the same	N .00 10	eligible tenant	(iii)	whether	12(2)(a) and (b)).	4(1)).
non-profit body, in	land for	*SME entity – an	Market Mr.	under a small	(X	the		400
the current	commercial	entity is an SME	N 70. II	commercial lease	0.0	agreemen	Impacted tenant	*A person is an
financial year and	purposes. (r 1,	entity if it carries	10. W.	if:	. 100	t is oral or	means a tenant	eligible person if
the entity's annual	Conveyancing	on a business, or is	M 10 14	1. the following	9- 編	in writing,	under a prescribed	they:
turnover for the	Regulations)	a non-profit body,		turnover in the		or party	lease who:	1. become
year is likely to be		in the current		financial year		oral and	1. at any time	entitled for a
less than \$50	Definition and	financial year and		ending on 30		partly in	during the	jobkeeper
million, and/or the	scope of lessor	the entity's annual		June 2019 was		writing (s	prescribed	payment or
entity carried on a	and lessee under	turnover for the		less than		7(7), Act).	period	become
business, or was a	an eligible lease.	year is likely to be		\$50,000,000 —			qualifies for	qualified for
non-profit body, in	1. Lessee means	less than \$50		(i) if the	Definit	ion and	the jobkeeper	the jobkeeper
the previous	the person	million, and/or the		tenant is a	scope o	of lessee	scheme under	scheme
financial year and	who has the	entity carried on a		franchisee	and les	sor under a	ss 7 and 8 of	under the
its annual turnover	right to	business, or was a		— the	comme	rcial lease.	the	Jobkeeper
was less than \$50	occupy	non-profit body, in		turnover of	1. Less	or means	Coronavirus	Rules*; and
million.	premises or	the previous		the	the	erson who	Economic	2. become an
(s 13, the Act;	land under a	financial year and		business	gran	ts the right	Response	SME entity
	commercial	its annual turnover		conducted	to o	ссиру	Package	for the

VIC		NSW		QLD		NT		WA		SA		ACT		TAS
s 5(1) of the	leas	se. (r 3,	was l	less than \$50				by the		under a	(Payment and		purposes of
Guarantee of	Reg	gulations	millio	on.				tenant at		commercial	I	Benefits) Rules		the
Lending to Small	and	d r 1,	(s 13,	, the Act;				the land or		lease.	2	2020; and		Guarantee of
and Medium	Cor	nveyancing	s 5(1) of the				premises	2.	Lessee means	2. l	nas a		Lending to
Enterprises	Reg	gulations)	Guar	rantee of				that are		the person who	t	urnover* for		Small and
(Coronavirus	2. Les	sor means	Lend	ling to Small				the subject		has the right to	t	he 2018-2019		Medium
Economic Response	the	person	and I	Medium				of the small		occupy	f	inancial year		Enterprises
Package) Rules	who	o grants	Ente	rprises				commercial		premises under	(of less than		(Coronavirus
2020 (Cth)).	the	right to	(Cord	onavirus				lease;		a commercial	0	550 million for		Economic
	осс	cupy	Econ	omic Response			(ii)	if the		lease.	-			Response
	pre	emises or	Pack	age) Rules				tenant is a			(i) if the		Package)
	land	d under a	2020) (Cth)).				corporatio				tenant is a		Rules 2020
	con	nmercial						n that is a		1004		franchisee	6	(Cth)); or
	leas	se. (r 3 <i>,</i>	For v	vorking out		B).		member of				in a	3.	the satisfy
33	Reg	gulations	whet	ther the lessee		700		a group* —				business* -		any
The second second	and	d r 1,	is an	SME entity,		All life		the	4	100	f.	the		prescribed
The second second	Cor	nveyancing	the le	essee's annual		P 10	7	turnover of		18.47		business	- 49	criteria.
13	Reg	gulations)	turno	over* is taken	1	St. 177		the group;		165.40	900	conducted	(s	6(1), Act)
	3. Im p	pacted	to be	The State of the S		B. W.	(iii)	in any		10 V	A	at the		A. W
STATE OF THE PARTY	less	see is a	1. i	f the lessee is	栗	100	-57	other case	30	· 10 · 10		premises	ΑI	lease ceases to
	less	see that:	а	an entity				— the				or land	be	a protected
	(a)	the lessee	C	connected				turnover of				under the	lea	ase when the
		qualifies	٧	with, or an				the				lease; or	lea	ase ceases to be
		for the		affiliate of,				business			(ii) if the		protected lease
		jobkeeper	а	another entity				conducted				tenant is a	or	the lessee
		scheme		- the aggregate				by the				member		ases to be a
		under ss.	а	annual				tenant at				of a	pro	otected lessee*
		7 & 8 of	t	turnover of the				the land or				corporate	(s	5(3), Act).
		the	e	entities; or				premises				group -		
		Coronavir		otherwise – the				that are				the	*P	Protected lessee
		us		annual				the subject				group*; or		eans a person
		Economic		turnover of the				of the small			(iii) in any		ho is a lessee of
		Response	b	ousiness				commercial				other case	pr	emises under a
		Package	C	carried on by				lease;				— the	pr	otected lease

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
	(Payment	the lease at the		and		business	but does not
	s and	leased		2. the tenant —		conducted	include a person
	Benefits)	premises (r		(i) qualifies		by the	that is not
	Rules	5(3),		for the		tenant	prescribed as a
	2020	Regulations).		jobkeeper		(s 3(1),	protected lessee
	(Cth); and			scheme		Declaration).	(s 4(1), Act).
	(b) the	*turnover – of a		under the			
	following	business, includes		Coronaviru		*Turnover of a	*For definitions
	turnover	income earned		s Economic		tenant includes	of business
	in 2018-	from internet sales,		Response		turnover from	purposes and
	2019	but does not		Package		internet sales of	Jobkeeper Rules,
	financial	include a grant or		(Payments		goods or services	see s4(1), Act.
40 A CONTRACTOR	year was	assistance given by		(ii) and	604	(s3(2),	A
	less than	the Cth, State or	100	Benefits)	10	Declaration).	Definition and
30	\$50	local government	E 18	Rules 2020	200		scope of lessee
Country of the Countr	million:	to mitigate the	B	(Cth) s 7; or	W 100	*Corporate group	and lessor under
100	(i) if the	effects of the	March 10	(iii) has, at any	W.AC I	means a	a protected
10	lessee is a	COVID-19	N 70. K	time during	100,000	corporation and all	lease.
40	franchise	emergency (r 5,	10 W	the	. 10 '00.	its related bodies	1. Lessee, in
April 1997	e—the	Regulations).	20, 10, 15	emergency	Sr. 80 AN	corporate (s 3(2),	relation to a
	turnover*			period,		Declaration).	commercial
	of the	*connected with,		satisfied			lease or
	business	an entity, means		the decline		*Business includes	protected
	conducte	connected with the		in turnover		business	lease, means
	d at the	entity under the		test set out		conducted on a	a person who
	premises	Income Tax		in s8 of		not-for-profit basis	under the
	or land	Assessment Act		those		(s 3(2),	lease, is a
	concerne	1997 (Cth), s328-		Rules.		Declaration).	granted a
	d,	125 (r 5,		(r 2, Regulations)			right to
	(ii) if the	Regulations).		NI - I -		Definition and	occupy
	lessee is a	* ****		Note:		scope of lessor	premises.
	corporati	*affiliate, of an		*corporations		and tenant under	2. Lessor, in
	on that is	entity, means an		constitute a group		a prescribed lease.	relation to
	a	affiliate of the		if they are related			premises to

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
	member	entity under the		bodies corporate		Terms not defined	which a
	of a	Income Tax		(as defined in s9,		in the Act or	commercial
	group**	Assessment Act		Corporations Act		Declaration.	lease relates,
	—the	1997 (Cth), s328-		2001 (Cth)).		However, on the	or in relation
	turnover	125 (r 5,				basis that a	to a
	of the	Regulations).		A relevant small		prescribed lease	commercial
	group,			commercial lease		means a lease	lease, means
	(iii)in any	*eligible for the		means a small		subject to the	a person who
	other	jobkeeper scheme		commercial lease		Lease (Commercial	grants or
	case—the	means eligible for		where the tenant is		and Retail) Act	agrees to
	turnover	the jobkeeper		an eligible tenant		2001:	grant a right
	of the	scheme under the		in relation to the		1. tenant (as	to occupy the
40.000	business	Coronavirus		small commercial	604	defined in the	premises.
	conducte	Economic Response	100	lease (r 3,		Lease	(s4(1), Act).
33	d by the	Package (Payments	E 18	Regulations).	200	(Commercial	18100
The state of the s	lessee.	and Benefits) Rules	W		V 100	and Retail) Act	HECO.
100	(r 4, Regulations	2020 (Cth), ss7-8. (r	Market III	Lease means any	W.AC I	2001 means (for	400 00
10	and r 2,	5, Regulations).	N 79. W	lease, sub-lease,	125.40	the purpose of	7.00
	Conveyancing	U V	10. W.	licence or other	. 10 70.	the Declaration)	200 20
ALC: UNITED IN	Regulations).	A relevant lease	SE 30. 10	agreement under	Sr. 30. 40V	-	307
		means a retail shop		which a person		(i) a person	P
	Note:	lease under the		grants a right to		who has	
	*Turnover of a	Retail Shops Leases		another person to		the right to	
	business includes	Act 1994, or a lease		occupy land or		occupy the	
	any turnover	prescribed by		premises whether		premises	
	derived from	regulation for this		or not a right of		under a	
	internet sales of	definition (s 23(8),		exclusive		lease; and	
	goods or services.	Act).		occupation and		(ii) a	
	** Corporations			whether the lease,		subtenant;	
	constitute a	A prescribed		sub-lease licence or		and	
	group if they are	relevant lease is a		agreement is made		(iii) a person	
	related bodies	lease, other than a		orally or in writing		who	
	corporate within	retail shop lease,		(r 3, Regulations).		receive the	
	the meaning of	under which the				right to	

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
	the Corporations	leased premises		Definition and		occupy the	
	Act 2001 (Cth).	are to be wholly or		scope of landlord		premises	
	(r 4, Regulations	predominantly		and tenant under a		by	
	and r 2,	used for carrying		small commercial		assignment	
	Conveyancing	on a business (r 6,		lease.		from the	
	Regulations).	Regulations).		1. Landlord		tenant or	
				means the		by	
		Franchisees		person who,		operation	
		1. If the lessee		under a lease,		of law; and	
		under an		grants the		(iv) in relation	
		affected lease		tenant the right		to	
		is a franchisee,		to occupy the		negotiation	
	304	a lease under		land or	4004	s for a	
	60	which the		premises that	100	lease – a	din.
33		franchisor is a	E 700	are the subject		prospective	Jeffe.
The second second		lessee of the	10 JN 10	of the lease,	V 100	tenant.	HIERO.
The second second		premises	Market No.	and includes a	W AC 1	2. lessor (as	400 mm
13	1 D 20	occupied by	N 70. K	personal	100,000	defined in the	1000
	N. W	the franchisee	10. W.	representative,	. 10 70.	Lease	55.37
STATE OF THE PARTY	ASI APPEA	is also an	20 M A	successor or	9-18 19	(Commercial	10'
		affected lease		assignor of a		and Retail) Act	W
		(r 5(2),		landlord.		2001 means (for	
		Regulations).		2. Tenant means		the purpose of	
				the person		the Declaration)	
		2. An entity that		who, under a		_	
		is a franchisee		lease, is		(i) a person	
		is not		entitled to		who	
		connected		occupy the land		grants a	
		with, or an		or premises		right to	
		affiliate or, the		that are the		occupy the	
		franchisor		subject of the		premises	
		merely because		lease (r 3,		under a	
		the entity is a		Regulations).		lease; and	
		franchisee (r					

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		5(3), Regulations). Definition and scope of lessor and lessee under an affected lease. 1. Lessee means the person who has the right to occupy premises under a lease. 2. Lessor means the person who grants the right to occupy premises under a lease (Sch 1. Regulations). Premises includes land and coastal waters of the State (Sch. 1 Regulations).				(ii) a sublessor; and (iii) a person who receives the right to lease the premises by assignmen t from the lessor or by operation of law; and (iv) in relation to negotiatio ns for a lease – a prospective e lessor.	
LICENCES							
Does an eligible	Does an eligible	Does an eligible	Does the Act and	Does an eligible	Does an eligible	Does a prescribed	Does a protected
lease include a	lease include a	lease include a	Modification	lease include a	lease include a	lease include a	lease include a
licence?	licence?	licence?	Notice apply to	licence?	licence?	licence?	licence?
Yes. An eligible	Yes. A retail shop	Yes. A lease	licences?	Yes. See eligibility	Yes. See eligibility	Yes. See eligibility	Yes. A lease
lease includes a	lease includes	includes a lease,		– leases (above).	leases (above).	leases (above).	includes an

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
commercial	any agreement	sub-lease, licence	Yes. See eligibility				agreement in
licence, sub-licence	under which a	or other agreement	leases (above).	Definition and	Definition and	Definition and	relation to
or agreement for a	person grants to	under which a		scope of landlord	scope of lessor	scope of lessor	premises, under
licence or sub-	another person a	person grants a		and tenant under	and lessee under	and tenant under	which a person
licence (whether or	right of	right to another		an eligible lease	a commercial	a prescribed lease	grants to another
not in writing or	occupation of	person to occupy		that is a licence.	lease that is a	that is a licence.	person, a right to
partly in writing,	premises for the	premises, other		See above.	licence.	See above.	occupy premises
whether express or	purpose of the	than as a residence			See above.		whether or not
implied):	use of the	(s 23(8), Act).					the right is a right
1. under which a	premises as a						of exclusive
person has a	retail shop	Also note					possession, and
right to occupy,	whether or not	comments				450	whether the
non-exclusively,	the right is a right	regarding franchise			4004		agreement is
a part of the	of exclusive	arrangements	100		100	7	express or
premises for	occupation, and	(above).	DE 700	and the same of th			implied (s 4(1),
the sole or	whether the	Agreement to	96 JH A		7 10	1 1	Act).
predominant	agreement is	Definition and	Market III	76. 46	W 207 1		400
purpose of	express or	scope of landlord	N 70. II	VSI 99	100		Definition and
carrying on a	implied, and	and tenant under	W .6"	JF 10.	. 10 70.	4.30	scope of lessor
business at the	whether the	an eligible lease	20 M A	1000	9-18 19		and lessee under
occupied	agreement is oral	that is a licence.				W 93	a protected lease
premises;	or in writing, or	See above.				The state of	that is a licence.
2. that is in effect	partly oral and					-400	See above.
on 29 March	partly in writing.						
2020; and	(r 3, Regulations)						
3. the occupant,							
licensee or sub-	Definition and						
licensee of that	scope of landlord						
licence is:	and tenant under						
(a) an SME	an eligible lease						
entity*; and	that is a licence.						
(b) an	 Lessee means 						
employer	the person						
who	who has the						

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
qualifies for, and is a participant in, the jobkeeper scheme; and 4. is not excluded (see exclusions below). (ss.12-14, the Act) Note: *SME entity has the same meaning as set out above. Definition and scope of landlord and tenant under an eligible lease that is a licence. In relation to an eligible lease that is a commercial licence: 1. landlord includes the licensor (or sub- licensor) of the licence; tenant includes the licensee (or sub- licensee) of the licensee) of the licence. (s 12, Act).	right to occupy the premises or land. Lessor means the person who grants the right to occupy the premises or land. (r 3, Regulations and r 1, Conveyancing Regulations)						

Exclusions

Code of Conduct

No exclusions stated but by virtue of the eligibility criteria (see above), the Code does not apply to tenants which are not eligible for the Commonwealth Government's Jobkeeper programme and which are not SME tenants.

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
A retail lease or a	A commercial	An affected lease	Silent (in the Act	Excluded leases	A commercial	A prescribed lease	Despite s 9(1), the
non-retail	lease is not an	does not include:	and Modification	are:	lease does not	does not include a	Act does not
commercial lease	eligible lease if it	1. a lease under	Notice). No	1. long-stay	include:	lease (to which the	apply in relation
or licence is not an	is:	which the	subsequent	agreements to	1. a lease	Lease (Commercial	to a commercial
eligible lease if:	1. a lease	premises are	modification	which the	under the	and Retail) Act	lease in relation
1. the tenant is a	entered into	to be used	notices made.	Residential	Pastoral	2001 applies) that	to premises being
member of a	after the	wholly or	PE 700	Parks (Long	Land	is entered into	occupied wholly
prescribed	commenceme	predominately	S JN 4	Stay Tenants)	Managemen	after 7 April 2020 (s	or predominantly
group of	nt of the	for farming	Market All	Act 2006	t and	3(1), Declaration).	for business
entities, or is	Regulation (24	business, or	N 70. III	applies;	Conservatio	W. C.	purposes by a
connected with	April 2020)*;	2. a lease,	W AF 18	2. residential	n Act 1989,	See Declaration s 3	lessee on behalf
another entity	2. a lease under	permit,	20 M A	tenancy	or	1	of the lessor (s
that is	the	licence or		agreements to	2. a lease	A) 5	9(2), Act).
prescribed, and	Agricultural	sublease		which the	under the	1000	r
the aggregate	Tenancies Act	under the		Residential	Crown Land	400	
turnover of the	1990 (NSW)	Land Act 1994		Tenancies Act	Managemen		
group of	(r 3, Regulations	– unless It is a		<i>1987</i> applies;	t Act 2009.		
entities or the	and r 1,	sublease of		3. pastoral leases	(r 7(7),		
tenant and the	Conveyancing	premises		as defined in	Regulations)		
other entity	Regulations)	under a lease		the <i>Land</i>			
exceeds \$50		that has rental		Administration			
million;	*Note: if a lease	category 13 or		Act 1997;			
2. an entity has a	is entered into	16 under the		4. a mining			
prescribed	after 24 April	Land, and the		tenement as			
method of	2020 pursuant to	sublessor		defined in the			
control or	an option to	under the		Mining Act			
influence	extend or renew	sublease is		1978;			

	VIC	NSW	QLD	NT	WA	SA	ACT	TAS
	through the	the lease or any	not a		5. any other lease,			
	holding of a	other extension or	government		sub-lease,			
	prescribed interest, right	renewal of an existing lease on	leasing entity within the		licence, or other			
	_	the same terms	meaning of		agreement that			
	or power in relation to acts	as the existing	the Land		is of a class			
	or decisions	lease, it is not	Regulations		prescribed by			
	relating to	excluded.	2009 s 30(3).		the regulations			
	ownership,	excluded.	(r 5(4),		(s 3, Act).			
	management or		Regulations).		(3.5, Act).			
	affairs of a		regulations).					
	tenant that is a							
	body corporate;							
	or	46				100	-53	a tilen.
3.				Mr. 700				700
	may be used			S 20 4		W 100		111000
	wholly or		47 3	Manual N	70. 40	W 40"		
	predominantly		150mm 100	III 1796 III	(D) (O)	100	and the same	N. San St.
	for agricultural,	W. W	at va	W AF	AF 10.	. 10 70	AL 162	30. 87
	pastoral,	Visit Vincent	The second	20 M A	ings Visco	9 III 19	1	107
	horticultural						70 9	7
	apicultural,						100	
	poultry farming,						-dimer	
	dairy farming,							
	aquaculture,							
	grazing							
	(including							
	agistment),							
	tree-farming,							
	any business							
	that consists of							
	cultivation of							
	soils, gathering							
	of crops or							

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
rearing							
livestock, or							
similar farming							
activities.							
(s 13, the Act; r 6,							
(s 13, the Act; r 6, Regulations)							

Rent Relief

What is rent relief?

Code of Conduct

Not specified, but in negotiating and enacting appropriate temporary arrangements, landlords must offer tenants proportionate reductions in rent payable in the form of waivers and deferrals of up to 100% of the amount ordinarily payable, on a case-by-case basis, based on the reduction in the tenant's trade during the COVID-19 pandemic period and subsequent reasonable recovery period (leasing principle no. 3).

VIC	NSW	QLD	NT		WA	SA	ACT	TAS
Any form of relief	Not defined.	Not defined.	Not defined (in	Ren	t relief:	Rent relief means	Not defined.	Not defined.
provided to a			the Act or	1.	means any	any form of relief	V	
tenant in respect of			Modification		form of relief	in respect of the	1824	
the obligation			Notice). No		provided to a	liability or		
under an eligible			subsequent		tenant in	obligation of a		
lease to pay rent,			modification		respect of the	lessee under a		
including a waiver,			notices made.		tenant's	commercial lease		
reduction,					obligation to	to pay rent		
remission or					pay rent	(including waiver		
deferral of rent.					under a small	or deferral of		
(r 4, Regulations)					commercial	rent) (r 3,		
Note: rent in					lease; and	Regulations).		
relation to an				2.	includes the			
eligible lease that is					following –			
a commercial								

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
licence, includes the licence fee payable under that licence. (r 4, Regulations)				(i) a waiver by the landlord of all, or a portion of, rent that would otherwise be payable under the small commerci al lease; (ii) the deferral of the payment of all, or a portion of, rent that would otherwise be payable under the small commerci al lease on a particular date to a			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
				later			
				date.			
				(cl 1, Sch 1,			
				Regulations)			

Who initiates rent relief?

Code o	f Conduct
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Silent

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
A tenant under an	Any party to an	A party (the	Silent (in the Act	A tenant under a	Silent.	Silent. Either party	Either party to a
eligible lease may	impacted lease	initiator) to an	and Modification	small commercial		may initiate rent	protected lease
request rent relief	may request the	affected lease	Notice). No	lease who is an	No. 177	relief.	may request the
from the landlord	other parties to	may, in writing,	subsequent	eligible tenant in	V 100		other party to
under the eligible	renegotiate the	ask another party	modification	relation to the	10.6%		renegotiate the
lease.	rent payable under,	to the lease to	notices made.	small commercial	1077	W. A.	rent payable
(r 10, Regulations)	and other terms of,	negotiate the	2 W W	lase may, during	- 10 VA	4.00	under the lease (s
-	the impacted lease.	rent payable	38 39, 3	the emergency	S. 10 AV	Sec. 14	18(1), Act).
	(r 7(2), Regulations	under, and other		period, request		V 2	P
	as amended by the	stated conditions		rent relief from the		All Sales	
	Amendment	of the lease (r		landlord under the			
	Regulations).	14(1),		small commercial			
		Regulations).		lease (cl 5, Sch 1,			
				Regulations)			

Process for obtaining rent relief

Code of Conduct

Not specified but in negotiating and enacting appropriate temporary arrangements under the Code, the leasing principles should be applied as soon as practicable on a case-by-case basis.

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
A tenant's request	A party to an	After the	Silent (in the Act	A tenant's request	The parties to a	Silent. However, a	If a request is
for rent relief must	impacted lease	initiator's request	and Modification	for rent relief must	commercial and	lessor must not	made by a party
be in writing and	must, if requested,	is made, the	Notice). No	be in writing and	any guarantor or	give a termination	to renegotiate
accompanied by:	renegotiate in good	parties must soon	subsequent	accompanied by:	other person with	notice to, or take	the rent payable
1. a statement by	faith the rent	as practicable,	modification	 a statement by 	an interest in the	any prescribed	under a protected
the tenant that	payable under, and	give each other	notices made.	the tenant that	lease must make	action against, an	lease, the other
the lease is an	other terms of, the	*information		the tenant's	a genuine	impacted tenant in	party must
eligible lease	impacted lease. (r	relating to the		lease is a small	attempt to	relation to a	renegotiate in
and not	7(3), Regulations as	request that is:		commercial	negotiate in good	prescribed breach	good faith the
excluded from	amended by the	1. true,		lease, and the	faith the rent	unless the lessor	rent payable
the operation	Amendment	accurate,		tenant is an	payable under,	has engaged in	under the lease (s
of the	Regulations).	correct and		eligible tenant	and other terms	good faith	18(2), Act).
Regulations;	304	not		in relation to	of, the	negotiations with	5.
and	*An impacted	misleading;		the small	commercial lease	an impacted tenant	Each party to a
information	lessee must give	and	E 700	commercial	during the	having regard to	protected lease is
that evidences	the lessor the	2. sufficient to	S 10 10	lease;	prescribed	the overarchi <mark>ng</mark>	to negotiate the
that the tenant	following in respect	enable the	Market No.	sufficient and	period, having	principles and	rent payable
is an SME entity	of the impacted	parties to	N 70. IX	accurate	regards to:	leasing principles	under the lease
and qualifies	lease –	negotiate in a	10. W.	information	1. the economic	set out in the Code	having regard to
for, and is a	1. a statement to	fair and	20 M A	that evidences	impacts of the	of Conduct (s 4(1)	the matters in s
participant in,	the effect that	transparent		that the tenant	COVID-19	and s 6(1) and s	12(2), the leasing
the JobKeeper	the lessee is	way.		is an eligible	pandemic on	8(1), Declaration).	principles in the
scheme.	an impacted	*Examples of		tenant in	the parties to	400	Code of Conduct
On receipt of a	lessee; and	sufficient		relation to the	the lease; and		and any
tenant's request, a	2. evidence that	information		small	2. the provisions		prescribed
landlord must offer	the lessee is	a clear		commercial	of the Act and		matters. A lessee
rent relief to the	an impacted	statement		lease;	the		may waive the
tenant under an	lessee.	about the		sufficient and	Regulations;		application of this
eligible lease within	If the impacted	terms the		accurate	3. the provisions		section, in writing
14 days after	lessee does not	initiator is		information	of the Code of		(ss 18(3) and (4),
receiving the	comply with these	seeking to		that evidences	Conduct.		Act).
request (or a	obligations, the	negotiate;		the reduction in	(r 6, Regulations).		
different time	lessor is taken to	 a statement 		the tenant's			A party to a
frame as agreed		by the lessee		turnover that –			protected must,

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
between the	have complied with	that		(i) is	If a Court makes		during the
parties in writing).	its requirements.	demonstrates		associated	an order under		financial hardship
(r 10, Regulations)	(r 7(3A) and (3B),	why the lease		with the	regulation 9(5)(a)		period, at the
	Regulations as	is an affected		business	(the granting of		other party's
	amended by the	lease,		conducted	rent relief to an		request, provide
	Amendment	accompanied		at the	affected lessee in		information that
	Regulations).	by evidence		premises;	relation to		is accurate and
		including		and	payment of rent		sufficient to
	*Note: this	accurate		(ii) the tenant	under the		enable
	requirement came	financial		has	commercial		negotiations, on
	into effect on 3 July	information		experience	lease), in making		the basis of
	2020, on the date	about		d during	that order the	450	reliable
	the Amendment	turnover;		the	Court must have	4000	information, to
	Regulations	information	1000	emergenc	regard to the		occur for reach
33	amended the	demonstratin	E 70	y period.	following:		agreements on
The second second	Regulations to	g that the	TO 10 10	(cl 5(2), Sch 1,	 obligations of 	10 80	the rent payable
The second second	insert these	lessee is an	Market No.	Regulations)	the lessor	18 A	under the lease
13	evidentiary	SME entity	M 70. IX	98 98	under the Act,	100 AS	which may assist
	requirements. For	(having regard	10. W.	On receipt of a	a relevant Act*	4.30	both parties to be
STATE OF THE PARTY.	negotiations	to any entities	20 M	request for rent	and the		able to continue
	completed before 3	the lessee is		relief from an	regulations;	W 9	to conduct
	July 2020, an	connected		eligible tenant that	2. the reduction	100	business
	impacted lessee is	with);		the meets the	in turnover the	-dime	operations at the
	not required to	evidence of		requirements	business of the		premises under
	comply with these	jobkeeper		under clause 5(2), a	lessee during		the protected
	obligations. For	eligibility and		landlord must offer	the prescribed		lease (s 12(1)(c),
	negotiations which	participation;		rent relief to the	period;		Act).
	have commenced	information		tenant within 14	whether the		
	but which are not	about any		days after receiving	lessor has,		All negotiations
	yet completed, an	steps the		the request, or any	during the		are to be
	impacted lessee	lessee has		other period that is	prescribed		conducted with
	must comply with	taken to		agreed between	period, agreed		regard to the
	these obligations.	mitigate the		the parties.	to waive		individual
		effects of			recovery of		circumstances of

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
	(r 13, Amendment Regulations) The parties are to renegotiate the rent payable under, and other terms of, the commercial lease having regard to: 1. the economic impacts of the COVID-19 pandemic; 2. the leasing principles set out in the Code of Conduct. (r 4, Regulations and r 5, Conveyancing Regulations).	COVID-19, incl, details of govt assistance./ and information demonstratin g lessee is a SME/ eligible for jobkeeper etc); in relation to a franchisor — information about concessions provided to/by the franchisor and undertakings to pass those on to the franchisee. (r 14(2), Regulations). Within 30 days after a party receives sufficient information about a request, the lessor must offer the lessee a reduction in the		A Landlord's offer must be in writing and must comply with the requirements in clause 7 (see below). Following receipt of the landlord's offer of rent relief by the tenant, the parties must, in accordance with the principles in clause 7, negotiate with a view to agreeing on rent relief to apply during the emergency period On receipt of a request for rent relief, the landlord must offer rent relief within 14 days or any other period that is agreed between the parties. (cl 6, Sch 1, Regulations)	any outgoings or other expense payable by the lessee under the lease; 4. whether a failure to provide rent relief would compromise the lessee's ability to fulfil the lessee's ongoing obligations under the lease, including the payment of rent; 5. the ability of the lessor to provide rent relief, including any relief provided to the lessor by a third party in response to the COVID-19 pandemic;	ACI	the protected lessee and the lessor, taking into account: 1. the degree of financial hardship of both parties; 2. whether the lease has expired, is about to expire or is in holdover; and 3. whether either party is in administrati on or receivership or about to become insolvent. (s 12(2), Act).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		amount of rent payable under			6. any reduction by a third		
		the lease and any			party to		
		proposed			outgoings in		
		changes to other			relation to the		
		stated conditions			premises;		
		(r 15(1),			7. any other		
		Regulations).			matter the		
					Court thinks		
		On receiving the			fit.		
		lessor's offer, the			(r 9(8),		
		lessee and lessor			Regulations)	400	
***************************************	305	must cooperate			604	40 0	à.
1		and act	100		*Relevant Act		din.
20	Aug. 1	reasonably and in	E 20 .	Ohn	means the Real		1955
Countries Co.		good faith in	B		Property Act	A 31	III COA
- 1	N	negotiating a	M-100.	30 40	1886, the Retail	FA	(S) (S)
		reduction in the	M 49. (6)	300 700	Commercial	WIT AS	V 400
	Black Black	amount of rent	B 70. 70		Leases Act 1995,	A War	330 37
Section 1	45	payable under	200, 100, 11	460	and the Landlord	No. 1	
		the lease for the			and Tenant Act	V 2	<i>y</i>
		response period,			1936.	1850	
		including any					
		conditions					
		relating to the					
		reduction in rent					
		(r 15(3),					
		Regulations).					

Minimum rent relief requirements

Code of Conduct

- Landlords must offer tenants proportionate reductions in rent payable in the form of waivers and deferrals of up to 100% of the amount ordinarily payable, on a base-by-case basis, based on the reduction in the tenant's trade during the COVID-19 pandemic period and subsequent reasonable recovery period (leasing principle no. 3).
- Proportionate means the amount of rent relief proportionate to the reduction in trade as a result of the COVID-19 pandemic plus a subsequent reasonable recovery period, consistent with assessments undertaken for eligibility for the Commonwealth's Jobkeeper programme (see definitions).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
A Landlord's offer	The parties are to	For the purpose	Silent (in the Act	Clause 7 principles	The parties are to	Having regard to	Each party to a
of rent relief must	renegotiate the	of r 15(1), the	and Modification	which apply to	renegotiate the	the Code of	protected lease is
be based on all the	rent payable under,	lessor's offer	Notice). No	offering and	rent payable	Conduct leasing	to negotiate the
circumstances of	and other terms of,	must:	subsequent	negotiating rent	under, and other	principles, in	rent payable
the eligible lease	the	 relate to any 	modification	relief:	terms of, the	particular, leasing	under the lease
and:	impacted lease	or all of the	notices made.	1. An offer of rent	commercial lease	principle no. 3,	having regard to
1. relate to up to	having regard to	rent payable	100	relief must	having regard to	landlords must	the leasing
100% of the	the economic	under the	E X0	apply to the	the economic	offer tenants	principles in the
rent payable	impacts of the	affected	W 10 10	emergency	impacts of the	proportionat <mark>e</mark>	Code of Conduct,
during the	COVID-19	lease during	Market III	period.	COVID-19	reductions in rent	in particular,
relevant period;	pandemic and the	the response	M 70. IX	Rent relief	pandemic and the	payable in the	leasing principle
and	Code of Conduct	period; and	10. W.	offered by the	Code of Conduct	form of waivers	no. 3, which
2. provide that no	leasing principles	2. provide for	20 M	landlord must	leasing principles	and deferrals of up	provides that
less than 50% of	(in particular,	no less than		be at least	which includes, in	to	landlords must
the rent relief	leasing principle	50% of rent		proportionate	particular, leasing	100% of the	offer tenants
must be in the	no. 3). (r 7(4),	reduction		to the	principle no. 3 –	amount ordinarily	proportionate
form of a	Regulations and r	offered to be		reduction in	that landlords	payable, on a case-	reductions in rent
waiver (unless a	5(4), Conveyancing	in form of a		the tenant's	must offer	by-case basis,	payable in the
landlord and a	Regulations).	waiver of		turnover that	tenants	based on	form of waivers
tenant		rent; and		_	proportionate	the reduction in	and deferrals of
otherwise agree		3. have regard		(i) is	reductions in rent	the tenant's trade	up to
in writing); and		to the		associate	payable in the	during the COVID-	100% of the
3. apply to the		circumstance		d with	form of waivers	19 pandemic	amount ordinarily
relevant period;		s of the		the	and deferrals of	period and	payable, on a
and		lessee and		business	up to	a subsequent	case-by-case
4. take into		the affected		conducte	100% of the	reasonable	basis, based on
account:		lease,		d at the	amount ordinarily		

	VIC	NSW	QLD	NT	WA	SA	ACT	TAS
(i)	the		including the		land or	payable, on a	recovery period (s	the reduction in
	reduction		reduction in		premises	case-by-case	4(1), Declaration).	the tenant's trade
	in a		turnover of		that are	basis, based on		during the COVID-
	tenant's		the business		the	the reduction in		19 pandemic
	turnover		carried on at		subject	the tenant's trade		period and
	associate		the lease		of the	during the COVID-		a subsequent
	d with		premises		small	19 pandemic		reasonable
	the		during the		commerc	period and		recovery period
	premises		response		ial lease;	a subsequent		(s 18(3), Act).
	during		period; and		and	reasonable		
	the		4. have regard		(ii) the	recovery period (r		
	relevant		to the extent		tenant	6, Regulations).	400	
	period;	304	to which the		has	100	4000	5.
	and		failure to	-	experien	10		din.
(ii)	any		reduce the	E 700	ced			ARTISO.
	waiver of		rent payable	10 A	during	707	10 81	HISTORY.
	outgoings		under the	Market III	the	W A87		400 000
	or other		lease would	N 70. K	emergen	157.70	NO. 15	100
	expenses	10. W. J	compromise	W .0F	су	. 10 70.	A. 100	50.37
	payable	ASS ASSESSED.	the lessee's	M M 4	period.	S- 22 - 10/4		10
	under the		ability to		3. Unless		W 9	W
	eligible		comply with		otherwise		100	
	lease;		the lessee's		agreed by		-dimer	
	and		obligations		the landlord			
(iii)	whether		under the		and the			
	a failure		lease,		tenant, the			
	to offer		including the		reduction in			
	sufficient		payment of		the tenant's			
	rent relief		the rent;		turnover is to			
	would		5. have regard		be calculated			
	comprom		to the		using the			
	ise the		lessor's		principles of			
	tenant's		financial		the decline in			
	capacity		position,		turnover test			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
to fulfil		including any		set out in s8			
its		financial		of the			
ongoing		relief		Coronavirus			
obligatio		provided to		Economic			
ns under		the lessor as		Response			
the		a COVID-19		Package			
eligible		response		(Payments			
lease		measure; and		and Benefits)			
(including		6. have regard		Rules 2020			
paying		to if a portion		(Cth)			
rent); and		of rent or		(including			
(iv) a		another		any relevant		-000	
landlord's	MIN	amount		alternative	1004	4000	5.
financial		payable	100	decline in	100		din.
ability to		under the	E 700	turnover test			Tello.
offer rent		lease	10 JH 10	determined	V 100	10 10	HIGH.
relief		represents an	Market III	under that	100 200	37 ()	460
(including		amount for	N 70. II	section) with	Mar all	100 A	1000
any relief	/ N. N. J	land tax, local	W .6"	such	. 10 70.	4.10	Sh 87
provided	ASI APPEAL	government	20 M A	modifications	9 H VA		110
to it by its		rates,		as are		70 9	97
lenders		statutory		appropriate.		100	
as a		charges,		4. An offer of		-dime	
response		insurance		rent relief			
to Covid-		premiums or		may relate to			
19;and		other		up to 100%			
(v) any		outgoings –		of the rent			
reduction		any reduction		payable			
to any		in, or waiver		under the			
outgoings		of, the		small			
in		amount		commercial			
relation		payable.		lease.			
to the		(r 15(2),		5. An offer of			
premises.		Regulations).		rent relief			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
Following receipt of a landlord's offer, the tenant and the landlord must negotiate in good faith with a view to agreeing on the rent relief to apply during the relevant period. (r 10, Regulations)				must provide that no less than 50% of the rent relief is to be in the form of a waiver of rent, unless the landlord and tenant otherwise agree in writing. 6. An offer of rent relief must provide that more than 50% of the rent relief is to be in the form of a waiver of rent if — (i) a failure to provide more than 50% as a waiver would compro mise			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
				the tenant's capacity to fulfil the tenant's ongoing obligati ons under the small comme rcial lease; and (ii) the landlor d has the financial l capacity to provide more than 50% of the rent relief as a waiver.			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
			R	tenant under a lease (head lease) of the land or premises that are subject of the small commercial lease and the landlord, as the tenant, is provided rent relief under the head lease, the landlord must pass on the benefit of the rent relief to the tenant under the small commercial lease. (cl 7, Sch 1, Regulations)			

Rent waivers

Code of Conduct

- Landlords must offer tenants proportionate reductions in rent payable in the form of waivers and deferrals of up to 100% of the amount ordinarily payable, on a base-by-case basis, based on the reduction in the tenant's trade during the COVID-19 pandemic period and subsequent reasonable recovery period (leasing principle no. 3).
- Rental waivers must constitute no less than 50% of the total reduction in rent payable during the COVID-19 pandemic period and should constitute a greater proportion of the total reduction in rent payable in cases where failure to do so would compromise the tenant's capacity to fulfil their ongoing obligations under the lease agreement. Regard must also be had to the Landlord's financial ability to provide such additional waivers. Tenants may waive the requirement for a 50% minimum waiver by agreement (leasing principle no. 4).
- Waiver may also be interpreted to include other forms of agreed variations to existing leases (such as deferral, pausing and/or hibernating the lease), or other such commercial outcome of agreement reached between the parties. Any amount of reduction provided by a waiver may not be recouped by the landlord over the term of the lease (see definitions).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
No less than 50% of	Having regard to	The lessor's offer	Silent (in the Act	An offer of rent	Having regard to	Having regard to	Having regard to
the rent relief	the Code of	must provide for	and Modification	relief must provide	the Code of	the Code of	the Code of
offered by the	Conduct leasing	no less than 50%	Notice). No	that no less than	Conduct leasing	Conduct leasing	Conduct leasing
landlord must be in	principles, in	of rent reduction	subsequent	50% of the rent	principles,	principles, in	principles, in
the form of a	particular, leasing	offered to be in	modification	relief is to be in the	specifically,	particular, leasing	particular, leasing
waiver of rent,	principle no.4,	form of a waiver	notices made.	form of a waiver of	leasing principle	principle no.4,	principle no.4,
unless a landlord	rental waivers must	of rent (r 15(2)(b),	W. W.	rent, unless the	no. 4 – rental	rental waivers must	rental waivers
and a tenant	constitute no less	Regulations).	B 10 10	landlord and	waivers* must	constitute no less	must constitute
otherwise agree in	than 50% of the		7007	tenant otherwise	constitute no less	than 50% of the	no less than 50%
writing.	total reduction in			agree in writing (cl	than 50% of the	total reduction in	of the total
(r 10, Regulations)	rent payable during			7(6), Sch 1,	total reduction in	rent payable during	reduction in
	the COVID-19			Regulations).	rent payable	the COVID-19	rent payable
	pandemic period				during the COVID-	pandemic period	during the COVID-
	and should			An offer of rent	19 pandemic	and should	19 pandemic
	constitute a greater			relief must provide	period and should	constitute a greater	period and should
	proportion of the			that more than	constitute a	proportion of the	constitute a
	total reduction in			50% of the rent	greater	total reduction in	greater
	rent payable in			relief is to be in the	proportion of the	rent payable in	proportion of the
	cases where failure			form of a waiver of	total reduction in	cases where failure	total reduction in
	to do so would			rent if –	rent payable in	to do so would	rent payable in
	compromise the			 a failure to 	cases where	compromise the	cases where
	tenant's capacity to			provide more	failure to do so	tenant's capacity to	failure to do so
	fulfil their ongoing			than 50% as a	would	fulfil their ongoing	would

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
	obligations under the lease agreement. Regard must also be had to the Landlord's financial ability to provide such additional waivers. Tenants may waive the requirement for a 50% minimum waiver by agreement. (r 7(4), Regulations and r 5(4), Conveyancing Regulations).			waiver would compromise the tenant's capacity to fulfil the tenant's ongoing obligations under the small commercial lease; and the landlord has the financial capacity to provide more than 50% of the rent relief as a waiver (cl 7(7), Sch 1, Regulations).	compromise the tenant's capacity to fulfil their ongoing obligations under the lease agreement. Regard must also be had to the Landlord's financial ability to provide such additional waivers. Tenants may waive the requirement for a 50% minimum waiver by agreement (r 6, Regulations). *Waiver means, in relation to rent payable under a commercial lease, the extinguishment of a liability or obligation of a lessee to pay rent (r 3, Regulations).	obligations under the lease agreement. Regard must also be had to the Landlord's financial ability to provide such additional waivers. Tenants may waive the requirement for a 50% minimum waiver by agreement (s 4(1), Declaration).	compromise the tenant's capacity to fulfil their ongoing obligations under the lease agreement. Regard must also be had to the Landlord's financial ability to provide such additional waivers. Tenants may waive the requirement for a 50% minimum waiver by agreement (s 18(3), Act).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
					If a lessor receives a waiver of land tax or a relief payment under a scheme administered by the Treasurer for the purposes of providing land tax relief to persons suffering financial hardship* as a result of the COVID-19 pandemic, the lessor must pass on the benefit of the waiver or relief payment in the form of a waiver of rent payable by an affected lessee* under the commercial lease in accordance with the provisions of that scheme (r 7(7), Regulations). A lessee is an affected lessee if the lessee is		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
					suffering financial hardship as a result of the COVID-19 pandemic and the following turnover* in a relevant year was less than \$50 million: 1. the lessee is a franchisee — the turnover of the business conducted at the premises subject to the commercial lease; 2. if the lessee is a member of a group* — the turnover of the group; 3. in any other case — the turnover of the business conducted by the lessee at the premises		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
					the subject of the commercial lease (r 3(2), Regulations). *Corporations constitute a group if they are related bodies corporate within the meaning of the Corporations Act 2001 (r 3(3), Regulations). *A refer to turnover of a business includes any turnover derived from internet sales of good or services (r 3(4), Regulations). *A lessee will be taken to be suffering financial hardship as a result of the COVID-19 pandemic if the lessee is eligible		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
					for, or receiving, a		
					Jobkeeper		
					payment in		
					respect of the		
					business of the		
					lessee (whether		
					in their capacity		
					as an employer or		
					on their own		
					behalf) (r 3(5),		
					Regulations).		
					If the Court		
manage, 20					makes an order	.49 8	2
40						1	A CONTRACTOR OF THE PARTY OF TH
.37	10 0	A155 TAX	E 20 d		under regulation 9(5)(a) then at	100	ITTO A
THE RESERVE		47 %	Brand J. El	70. 47	least 50% of the		The same of the sa
30		(374mm) (93	10 M	(8) (00	rent relief		N. S.
	100 5	1.10	70, 10	JY 19.	determined by	707.6	20,000
Same Va	a Brandille	Annual P	W W 3	market When	the Court must be	4.0	100 %
7	d -emer N	A CONTRACTOR OF	Aller Aller	1900	in the form of a	100	23,000
					waiver of rent (r	V	P**
					9(7),	120	
					Regulations).		

Rent Deferrals

Code of Conduct

• Landlords must offer tenants proportionate reductions in rent payable in the form of waivers and deferrals of up to 100% of the amount ordinarily payable, on a base-by-case basis, based on the reduction in the tenant's trade during the COVID-19 pandemic period and subsequent reasonable recovery period (leasing principle no. 3).

• Deferral may also be interpreted to include other forms of agreed variations to existing leases (such as deferral, pausing and/or hibernating the lease), or other such commercial outcome of agreement reached between the parties. Any amount of reduction provided by a waiver may not be recouped by the landlord over the term of the lease (see definitions).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
A landlord's offer	Having regard to	Parties to an	Silent (in the Act	Rent relief includes	Having regard to	Having regard to	Having regard to
of rent relief must	the Code of	affected lease can	and Modification	the deferral of the	the Code of	the Code of	the Code of
relate to up to	Conduct leasing	agree to defer	Notice). No	payment of all, or a	Conduct leasing	Conduct leasing	Conduct leasing
100% of the rent	principles, in	payment of an	subsequent	portion of, rent	principles,	principles, in	principles, in
payable under the	particular, leasing	amount of rent (r	modification	that would	specifically,	particular, leasing	particular, leasing
eligible lease	principle no.3,	17(1),	notices made.	otherwise be	leasing principle	principle no.3,	principle no.3,
during the relevant	landlords must	Regulations).		payable under the	no. 3, landlords	landlords must	landlords must
period (noting that	offer tenants			small commercial	must offer	offer tenants	offer tenants
at least 50% of that	proportionate		-	lease on a	tenants	proportionate	proportionate
relief must be in	reductions in rent		PE 700	particular date to a	proportionate	reductions in rent	reductions in rent
the form of a	payable in the form	Agency of the last	66 JH 45	later date cl 1, Sch	reductions in rent	payable in th <mark>e form</mark>	payable in the
waiver). (r 10(4)(a),	of waivers and	4738	Minus Co.	1, Regulations).	payable in the	of waivers and	form of waivers
Regulations).	deferrals of up to	100 mm 1000	III 796. III	00 MX	form of waivers	deferrals of up to	and deferrals of
.40	100% of the	. Vb	W. W.	JF 10.	and deferrals of	100% of the	up to 100% of the
The same of the sa	amount ordinarily	The same of the sa	2 10 A	had Vibra	up to 100% of the	amount ordinarily	amount ordinarily
	payable, on a base-		100		amount ordinarily	payable, on a base-	payable, on a
	by-case basis,				payable, on a	by-case basis,	base-by-case
	based on the				base-by-case	based on the	basis, based on
	reduction in the				basis, based on	reduction in the	the reduction in
	tenant's trade				the reduction in	tenant's trade	the tenant's trade
	during the COVID-				the tenant's trade	during the COVID-	during the COVID-
	19 pandemic				during the COVID-	19 pandemic	19 pandemic
	period and				19 pandemic	period and	period and
	subsequent				period and	subsequent	subsequent
	reasonable				subsequent	reasonable	reasonable
	recovery period. (r				reasonable	recovery period (s	recovery period (s
	7(4), Regulations				recovery period (r	4(1), Declaration).	18(3), Act).
	and r 5(4),				6, Regulations).		
	Conveyancing						
	Regulations).						

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
					Defer , in relation		
					to rent payable		
					under a		
					commercial lease,		
					means to put off		
					a liability or		
					obligation of a		
					lessee to pay rent		
					to a later day or		
					time than it		
					would otherwise		
					arise (r 3,	-000	
	300				Regulations).		

Deferred Rent

When does deferred rent become payable?

Code of Conduct

If negotiated arrangements necessitate repayment, this should occur over an extended period in order to avoid placing an undue financial burden on the tenant. No repayment should commence until the earlier of the COVID-19 pandemic ending (as defined by the Australian Government) or the existing lease expiring, and taking into account a reasonable subsequent recovery period (leasing principle no. 9).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
If any rent is	Having regard to	The variation of	Silent (in the Act	If rent payable	Having regard to	Having regard to	Having regard to
deferred by	the Code of	the lease or	and Modification	under a small	the Code of	the Code of	the Code of
variation to an	Conduct leasing	agreement	Notice). No	commercial lease is	Conduct leasing	Conduct leasing	Conduct leasing
eligible lease or by	principles, in	between the	subsequent	deferred, the	principles, in	principles, in	principles, in
an agreement a	particular, leasing	parties must not	modification	landlord must not	particular, leasing	particular, leasing	particular, leasing
landlord must not	principle no.9,	require payment	notices made.	request payment of	principle no.9,	principle no.9,	principle no.9,
request payment		of the deferred		any part of the			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
of any part of the	repayment should	rent to		deferred rent until	repayment	repayment should	repayment
deferred rent until	occur over an	commence until		the earlier of:	should occur over	occur over an	should occur over
the earlier of:	extended period in	the date after the		1. the day on	an extended	extended period in	an extended
1. expiry of the	order to avoid	end of the		which the	period in order to	order to avoid	period in order to
relevant period;	placing an undue	response period		emergency	avoid placing an	placing an undue	avoid placing an
and	financial burden on	(r 17(2(a),		period ends;	undue financial	financial burden on	undue financial
2. expiry of the	the tenant. No	Regulations).		2. expiry of the	burden on the	the tenant. No	burden on the
term of the	repayment should			term of the	tenant. No	repayment should	tenant. No
eligible lease	commence until			small	repayment	commence until	repayment
(before any	the earlier of the			commercial	should	the earlier of the	should
extension as	COVID-19			lease (before	commence until	COVID-19	commence until
provided under	pandemic ending			any extension	the earlier of the	pandemic ending	the earlier of the
regulation 13 or	(as defined by the			to the term or	COVID-19	(as defined by the	COVID-19
otherwise); and	Australian			otherwise).	pandemic ending	Australian	pandemic ending
(r 16(2),	Government) or	a continue	E 700	(cl 9(2), Sch 1,	(as defined by the	Government) or	(as defined by the
Regulations)	the existing lease	10000	W 10 10	Regulations).	Australian	the existing lease	Australian
A Principal Prin	expiring and taking	.00	Market III	70. 40	Government) or	expiring, and taking	Government) or
13	into account a	The same of	N 70. K	101 99	the existing lease	into account a	the existing lease
	reasonable	W	W .0F	JF 10.	expiring, and	reasonable	expiring, and
The same of	subsequent	A STATE OF	20 M d	1000	taking into	subsequent	taking into
	recovery period (r				account a	recovery period (s	account a
	7(4), Regulations				reasonable	4(1), Declaration).	reasonable
	and r 5(4),				subsequent	-400	subsequent
	Conveyancing				recovery period (r		recovery period (s
	Regulations).				6, Regulations).		18(3), Act).

How is deferred rent paid?

Code of Conduct

- Payment of rental deferrals by the tenant must be amortised over the balance of the lease term and for a period of no less than 24 months, whichever is the greater, unless otherwise agreed by the parties (leasing principle no. 5).
- No fees, interest or other charges nor punitive interest may be charged on deferrals in leasing principles no. 3, no.4 and no. 5 (leasing principle no. 10).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
A landlord and	Having regard to	The variation of	Silent (in the Act	The landlord and	Having regard to	Having regard to	Having regard to
tenant must vary	the Code of	the lease or	and Modification	the tenant must	the Code of	the Code of	the Code of
the eligible lease or	Conduct leasing	agreement	Notice). No	vary the lease, or	Conduct leasing	Conduct leasing	Conduct leasing
otherwise agree so	principles, in	between the	subsequent	otherwise agree, so	principles, in	principles, in	principles, in
that tenant must	particular, leasing	parties must	modification	that the tenant	particular, leasing	particular, leasing	particular, leasing
pay the deferred	principle no.5,	require payment	notices made.	must pay the	principle no.5,	principle no.5,	principle no.5,
rent to the landlord	payment of rental	of the deferred		deferred rent to	payment of rental	payment of rental	payment of rental
amortised over the	deferrals by the	rent to be		the landlord	deferrals by the	deferrals by the	deferrals by the
greater of:	tenant must be	amortised, using		amortised over the	tenant must be	tenant must be	tenant must be
1. the balance of	amortised over the	a method agreed		greater of:	amortised over	amortised over the	amortised over
the term of	balance of the	between the		1. the balance of	the balance of the	balance of the	the balance of the
the lease,	lease term and for	parties, over a	- SA	the term of the	lease term and	lease term and for	lease term and
including any	a period of no less	period of at least	No. 100	small	for a period of no	a period of no less	for a period of no
extension to	than 24 months,	2 years but not	SS 200 25	commercial	less than 24	than 24 mont <mark>hs,</mark>	less than 24
that term, as	whichever is the	more than 3 years	Minus P	lease;	months,	whichever is the	months,
provided	greater, unless	(r 17(2(b),	III 1796 III	2. a period of not	whichever is the	greater, unless	whichever is the
under	otherwise agreed	Regulations).	W. W.	less than 24	greater, unless	otherwise agreed	greater, unless
regulation 13	by the parties (r	Committee of the commit	B 10 10	months.	otherwise agreed	by the parties (s	otherwise agreed
or otherwise;	7(4), Regulations		100		by the parties (r	4(1), Declaration).	by the parties (s
and	and r 5(4),			The method by	6, Regulations).	100 10	18(3), Act).
2. a period of no	Conveyancing			which the deferred		dia.	
less than 24	Regulations).			rent is amortised			
months,				for the purposes of			
but the parties can				subclause (3) is to			
agree to a different				be agreed by the			
arrangement in				landlord and the			
writing.				tenant.			
The secret and have				The level and and			
The method by				The landlord and			
which the deferred				tenant may agree			
rent is amortised is				otherwise.			
to be agreed to by							

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
the landlord and				(cl 9(3)-(5), Sch 1,			
tenant.				Regulations).			
(r 16(2),							
Regulations)							

Subsequent Rent Relief

Code of Conduct Silent.

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
If the financial	Silent.	Regulation 16	Silent (in the Act	If (prior to the	Silent. However,	Silent.	Silent.
circumstances of a		applies if, after a	and Modification	Regulations), the	if during the	10 81	HIECO.
tenant under an		reduction in the	Notice). No	landlord and the	designated	18 A	400 00
eligible lease		amount of rent is	subsequent	tenant under a	period*, the	VIII 15	100
materially change	N. W. A	agreed between	modification	small commercial	parties to a	A. 100	50.37
after a variation to	A(2) A(10)	the parties to an	notices made.	lease entered into	commercial lease		10
the eligible lease		affected lease		an agreement to	have agreed to	N 9	W
has been made or		(whether the		vary the small	vary the terms or	100	
an agreement		agreement is		commercial lease,	modify the	-dime	
has been reached		entered into		or entered into any	operation of the		
the tenant may		before or after		other agreement,	lease (including		
make a further		the		so as to provide	agreeing to rent		
request to the		commencement),		rent relief during	relief for the		
landlord for rent		a ground on		the emergency	lessee), then an		
relief under		which the		period or any part	order of the Court		
regulation 10 and,		agreement is		of the emergency	may not operate		
the landlord and		based changes in		period (existing	to modify or		
the tenant must		a material way –		agreement) and	affect the		
follow the process		for example –		the tenant is an	operation of that		
set out in				eligible tenant in	agreement		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
regulation 10 in		• the lessee's		relation to the	insofar as that		
relation to that		turnover has		small commercial	agreement		
request. However,		not increased		lease,	operated during		
the landlord's offer		as			the designated		
of rent relief does		significantly		and	period (and an		
not need to		as			order of the Court		
comprise a		anticipated		the tenant believes	may, if the Court		
minimum 50%		• the lessee's		that the rent relief	determines,		
waiver of rent. (r		income		provided under the	operate to modify		
11, Regulations)		decreases		existing agreement	or affect the		
		substantially.		is less favourable	operation of that		
		(r 16(1),		than rent relief that	agreement as it	-000	
	WW	Regulations).		might be provided	purports to		
			20.	to the tenant in	operate after the	7	din.
38		A party may ask	PE 700	accordance with	designated		Tello.
-		another party to	S 30 A	the Regulations:	period).	1 1	HINDS.
Samuel Control		the lease to	Market All	1. the tenant may	W 207	W. C. C.	400
10		negotiate a	M 70. IX	make a request	*Designated	The second second	1000
	B. W. A	further reduction	W. Sr. 18	for rent relief	period means the	4.10	Sh. 87
Section 2	AGE ARREST	in rent during the	20 M A	to the landlord	period starting on		10/
		response period.		under cl 5; and	30 March 2020	N 9	97
				2. if the tenant	and ending on 14	100	
		Note: nothing		makes a	May 2020.	-dime	
		prevents the		request, the			
		parties from		landlord and	(rr 9(6) and 9(12),		
		negotiating an		the tenant	Regulations).		
		increase in rent.		must follow			
				the process set			
		The party seeking		out in cl 6 in			
		a further		relation to that			
		reduction in rent		request.			
		must follow the		(cl 10(1)-(2), Sch 1,			
		rent negotiation		Regulations).			
		procedure under					

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		r 14 & r 15		If the financial			
		(above); i.e.		circumstances of			
		request in writing		an eligible tenant			
		and the provision		in relation to a			
		of sufficient		small commercial			
		information (r		lease materially			
		16(3),		change after a			
		Regulations).		variation to the			
		However, the		small commercial			
		lessor's offer		lease or an			
		does not need to		agreement has			
		comprise a		been reached:		.45%	
	304	minimum50%		 the tenant 	100	4000	
1000		waiver of rent (r	100	may make a	13		din.
38		16(4),	E X8	further			ARTIS.
The second of th		Regulations).	T	request for	7 10	10 81	HISTORY.
2000		.0538	Ministry III	rent relief to	W A87		400
10		The same of	N 70. W	the landlord	1157 100	NO. 15	100
	10. W. J.		W. W.	under cl 5; and	. 10 70.	A. 100	555. 57
The same of the sa	ASS ASSESSED	A 100 TO	20 M A	the tenant makes	Sr 20 AP		10
				a further request		W 9	V
				— the landlord and		100	
				the tenant must		-dime	
				follow the process			
				set out in cl 6 in			
				relation to that			
				request (cl 10(3),			
				Sch 1, Regulations).			

Documenting a rent relief agreement

Silent.

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
Rent relief may be	Silent.	The reduction in	Silent (in the Act	Rent relief may be	Silent.	Silent.	Silent, except that
given effect by the		rent and any	and Modification	given effect by the			the Act provides
landlord and		conditions	Notice). No	landlord and the			that a party to a
tenant by a		relating to the	subsequent	tenant under a			protected lease
variation to the		reduction in rent	modification	small commercial			must bear the
eligible lease or any		may be given	notices made.	lease by a written			party's own costs
other agreement		effect by a		variation to the			incurred in the
between them that		variation to the		small commercial			preparation of a
gives effect to the		lease, or another		lease, or any other		-100	lease, or a
rent relief, either	No.	agreement		written agreement			variation of a
directly or	500	between the	- Day	between the	100	73	lease, for the
indirectly. (r 10,		parties that gives	No. 100	landlord and the		1000	purposes of the
Regulations)		effect to matters	S 20 4	tenant that gives	7 M	1	Act (s 19, Act).
PARTICION.		agreed to (r 15(4),	Mary 18	effect to the rent	12 40		
The state of the s		Regulations).	III	relief, either	March.		1000
.(1)		VO.	W. W.	directly or	M. AP	10.00	30. 10
The same of the sa	Vist West H	- transfer	B B B	indirectly (cl 8, Sch	4 II VA	1	1107
	440 40000		Allen Allen	1, Regulations).		Vi 0	13,00

Outgoings

Code of Conduct

- Any reduction in statutory charges (e.g. land tax, council rates) or insurance will be passed on to the tenant in the appropriate proportion applicable under the terms of the lease (leasing principle no. 6).
- Landlords should where appropriate seek to waive recovery of any other expense (or outgoing payable) by a tenant, under lease terms, during the period the tenant is not able to trade. Landlords reserve the right to reduce services as required in such circumstances (leasing principle no. 8).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
Definition of	Having regard to	A lessor's offer of	Silent (in the Act	Definition of	Definition of	Having regard to	Having regard to
outgoings:	the Code of	a reduction in	and Modification	outgoings:	outgoings: has	the Code of	the Code of

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
The landlord's	Conduct leasing	rent must have	Notice). No	In relation to the	the same	Conduct leasing	Conduct leasing
outgoings on	principles, in	regard to any	subsequent	land or premises	meaning as in the	principles, in	principles, in
account of:	particular, leasing	reduction in, or	modification	that are the subject	Retail and	particular, leasing	particular, leasing
1. the expenses	principle no.8,	waiver of, an	notices made.	of a small	Commercial	principle no.8,	principle no.8,
attributable to	landlords should	amount payable		commercial lease –	Leases Act 1995 (r	landlords should	landlords should
the operation,	where appropriate	under the lease		 means expenses 	3, Regulations).	where appropriate	where
maintenance or	seek to waive	for land tax, local		of the landlord		seek to waive	appropriate seek
repair of the	recovery of any	government		in operating,	Having regard to	recovery of any	to waive recovery
building or area	other expense (or	rates, statutory		repairing or	the Code of	other expense (or	of any other
in which the	outgoing payable)	charges,		maintaining the	Conduct leasing	outgoing payable)	expense (or
premises are	by a tenant, under	insurance		building or area	principles, in	by a tenant, under	outgoing payable)
located, or (in	lease terms, during	premiums or		in which the	particular, leasing	lease terms, during	by a tenant,
the case of	the period the	other outgoings (r		land or premises	principle no.8,	the period the	under lease
retail shopping	tenant is not able	15(2)(c)(iv),	100	are located, or	landlords should	tenant is not able	terms, during the
centre	to trade (r 7(4),	Regulations).	E 30	the area owned	where	to trade (s 4(1),	period the tenant
premises), any	Regulations and r	10000	W	by the landlord	appropriate seek	Declaration).	is not able to
building in the	5(4), Conveyancing	If a lessee under	Maria Service Miles	and used in	to waive recovery	18 A	trade (s 18(3),
centre or areas	Regulations).	an affected lease	N 70. W	associated with	of any other	Having regard to	Act).
used in	Th. 15	is unable to	W AF 18	the building or	expense (or	the Code of	100
associated with	Having regard to	operate a	30 M	area in which	outgoing payable)	Conduct leasing	Having regard to
the centre;	the Code of	business at the		the land or	by a tenant,	principles, in	the Code of
2. rates, taxes,	Conduct leasing	premises for any		premises are	under lease	particular, leasing	Conduct leasing
levies,	principles, in	part of the		located, and	terms, during the	principle no.6, any	principles, in
premiums or	particular, leasing	response period		2. includes rates,	period the tenant	reduction in	particular, leasing
charges payable	principle no.6, any	because of		taxes, levies,	is not able to	statutory charges	principle no.6,
by a landlord	reduction in	COVID-19		premiums or	trade (r 6,	(e.g. land tax,	any reduction in
because the	statutory charges	emergency, the		charges payable	Regulations).	council rates) or	statutory charges
landlord is the	(e.g. land tax,	lessor may cease		by the landlord,		insurance will be	(e.g. land tax,
owner or	council rates) or	or reduce any		and in the case	Having regard to	passed on to the	council rates) or
occupier of a	insurance will be	service at the		of a retail shop	the Code of	tenant in the	insurance will be
building/area or	passed on to the	premises to the		lease, the	Conduct leasing	appropriate	passed on to the
land on which	tenant in the	extent it is		landlord's	principles, in	proportion	tenant in the
the	appropriate	reasonable in the		operating	particular, leasing	applicable under	appropriate
building/area is	proportion	circumstances,		expenses (as	principle no.6,	the terms of the	proportion

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
located, or the	applicable under	and subject to		defined in the	any reduction in	lease (s 4(1),	applicable under
supplier of a	the terms of the	any reasonable		Commercial	statutory charges	Declaration).	the terms of the
taxable supply	lease (r 7(4),	request by the		Tenancy (Retail	(e.g. land tax,		lease (s 18(3),
within the	Regulations and r	lessee (r 19,		Shops)	council rates) or		Act).
meaning of the	5(4), Conveyancing	Regulations).		Agreements Act	insurance will be		
A New Tax	Regulations).			1985 (s12(3)).	passed on to the		
System (Goods				(cl 1, Sch 1,	tenant in the		
and Services				Regulations).	appropriate		
Tax) Act 1999	If an impacted				proportion		
(Cth) in respect	lessee is required			Can a landlord	applicable under		
of the building,	by a provision of a			recover outgoings	the terms of the		
area or land.	commercial lease			relating to the	lease (r 6,	-000	
(r 4, Regulations)	to pay a fixed			premises?	Regulations).		
	amount that		200	Yes. However, if the	12	7	din.
Can a landlord	represents an	a continue	DE 700	tenant under a small	and the same		Tello.
recover outgoings	amount of land tax	100000	96 JH A	commercial lease is	7 10	1 1	HINDS.
relating to the	or any other	AC38	Market III	an eligible tenant in	W 207	W. C. C.	400
premises?	statutory charge	The same of the sa	N 70. IX	relation to the small	1000	The second second	1000
Yes. However, a	(such a local	1 Vb	W AF	commercial lease	. 10 70.	4.10	Sh. 87
landlord under an	council rates) or	AS = 0.5	10 A	and for any part of	9-18-19		10
eligible lease must	insurance payable			the emergency		N 9	97
consider	by a lessor and the			period, the tenant is		100	
waiving recovery of	amount of the land			not able to conduct		-dime	
any outgoing or	tax or other			their business at the			
other	statutory charge or			land or premises			
expense payable by	insurance payable			that are the subject			
a tenant under the	is reduced, the			of the small			
lease for any part	impacted lessee is			commercial lease,			
of the relevant	exempted from the			the landlord must			
period that the	operation of the			consider waiving			
tenant is not able	provision to the			recovery of any			
to operate their	extent of the			outgoing or other			
business at the	reduction (r 6(4),			expense payable by			
premises.	Regulations and r			the tenant to the			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
If a tenant is not able to operate their business at the premises for any part of the relevant period, the landlord may cease to provide, or reduce provision of, any service at the premises as is reasonable in the circumstances, and in accordance with any reasonable request of the tenant. (r 14, Regulations) Must a landlord pass on a reduction in outgoings? Yes. If any outgoings charged, imposed or levied in relation to the premises are reduced: 1. a landlord must not require a tenant to pay	4(4), Conveyancing Regulations).			landlord for the part of the emergency period that the tenant is not able to conduct their business at the land or premises (cl 11(1)-(2), Sch 1, Regulations). The landlord may cease to provide, or reduce provision of, any service at the land or premises as is reasonable in the circumstances, or in accordance with any reasonable request of the tenant (cl 11(3) Sch 1, Regulations). If any outgoings charged, imposed or levied in relation to the land or premises that are the subject of a small commercial lease are reduced for the emergency period, or any part of it, and the tenant under		ACI	IAS

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
any amount in respect of that outgoing that is greater than a tenant's proportional share of the reduced outgoing payable under the lease; and 2. if a tenant has already paid to a landlord under the lease an amount greater than a tenant's proportional share of the reduced outgoing, the landlord must reimburse the excess amount to a tenant as soon as possible. (r 15, Regulations)			R	the small commercial lease is an eligible tenant in relation to the small commercial lease: 1. the landlord must not require the tenant to pay any amount of money in respect of the outgoing that is great than the tenant's proportional share of the reduced outgoing payable under the lease; and 2. if the tenant under the small commercial lease has already paid to the landlord under the lease an amount of money greater than the tenant's proportional share of the			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
				reduced			
				outgoing, the			
				landlord must			
				reimburse the			
				excess amount			
				to the tenant as			
				soon as possible			
				(cl 12, Sch 1,			
				Regulations).			

Termination of lease by a tenant

Code of	conduct
Silent	

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
Silent.	Silent.	Silent.	Silent (in the Act and Modification Notice). No subsequent modification notices made.	IMPORTANT: The Commercial Tenancies (COVID- 19 Response (Early Termination)) Bill 2020 has not received royal assent, and the following provisions have not yet been enacted.	Silent.	Silent.	Silent.
				A tenant under a commercial lease			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
				who claims to be in severe financial distress* may, at any time during the emergency period, give the landlord a notice in writing proposing the termination of the lease. Within 14 days after the day on which the tenant's notice is given, the landlord may give a notice in writing to the tenant: 1. agreeing to the termination of the commercial lease; or 2. stating that the landlord intends to make an application to the Tribunal to determine whether the lease is to be terminated under the Termination Act.			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
				If the landlord agrees to the termination of the commercial lease or does not give a notice within 14 days, the commercial lease terminates at the end of the period of 21 days after the day on which the tenant's notice was given. If the landlord gives a notice stating that the landlord intends t make an application to the Tribunal, the landlord must, within 7 days after the day on which the notice was given, make an application to the Tribunal to determine whether the commercial lease is to be terminated.			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
			R	Note: *severe financial distress means the tenant is suffering financial hardship as a result of COVID-19 consequences, and has made reasonable endeavours to negotiate waivers or deferrals of rent from the landlord, and despite those endeavours and any waiver or deferral or other concessions made by the landlord, it is reasonable to conclude that because of the tenant's financial hardship, the tenant is not, or will not, be in a position to perform its obligations under the commercial lease. A lease or any other contract or			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
				agreement is of no			
				effect to the extent			
				that its purports to			
				exclude or restrict			
				the operation of			
				the Act.			

Enforcement Actions by landlords

Eviction and recovery of possession of premises for non-payment of rent or outgoings

Code of Conduct

Landlords must not terminate leases due to non-payment of rent during the COVID-19 pandemic period (or a reasonable subsequent recovery period) (leasing principle no. 1).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
A landlord under	If a lessee is an	A lessor under an	During the	A landlord cannot	If a lessee is an	A lessor must not	Pursuant to the
an eligible lease	impacted lessee, a	affected lease	emergency	take prohibited	affected lessee, a	give a termination	Notice made
must not:	lessor must not	must not take a	period, a landlord	action* during the	lessor cannot	notice to an	under s 22 if:
1. evict or attempt	take any prescribed	prescribed	must not give a	emergency period	take any	impacted tenant in	1. the premises
to evict a	action* against the	action* for a	tenant a notice to	on the grounds of a	prescribed	relation to a	(or part of it)
tenant under	lessee on the	failure to pay rent	quit unless the	breach by the	action* against	prescribed breach*	are being
the eligible	grounds of a	or outgoings or a	landlord has, for a	tenant of a small	the lessee on	unless the lessor	used by the
lease for a	breach of the	period occurring	period of at least	commercial lease	grounds of a	has engaged in	tenant,
breach for non-	commercial lease	wholly or partly	30 business days,	that occurs during	breach of the	good faith	wholly or
payment of	during the	during the	made good faith	the emergency	lease during the	negotiations with	predominantl
rent provided	prescribed period	response period	efforts to	period if the breach	prescribed period	the tenant. A	y for the
that the tenant	consisting of a	(r 12(1),	negotiate with	consists of a failure	consisting of:	termination notice	carrying on of
has complied	failure to pay rent	Regulations).	the tenant to	to pay rent or any	 a failure to 	given in	any business,
with its	or outgoings (r		allow the tenant	other amount of	pay rent; or	contravention of	trade or
obligations for	6(1), Regulations	However, a lessor	to remain in the	money payable by	2. a failure to	this section is void	profession,
obtaining rent	and r 4(1),	is not prevented	premises (s 3,	the tenant to the	pay outgoings.	(s 6, Declaration).	whether or

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
relief under	Conveyancing	from taking a	Modification	landlord under the	(r 7(1),		not by a
regulation 10; (r	Regulations).	prescribed action:	Notice).	small commercial	Regulations).	*Prescribed breach	person for
9, Regulations).				lease (including the		by an impacted	profit, by a
Note: a landlord	A lessor under an	1. in accordance	A notice to quit	landlord's	Regulation 7(1)	tenant means a	charitable or
may be subject to a	impacted lease	with a	given to a tenant	operating	does not apply to	failure by the	not-for-profit
penalty of 20	must not take or	variation of	by a landlord	expenses) (s 9,	or in respect of a	tenant during the	organisation;
penalty units for	continue any	the lease	contrary to the	Act).	failure to pay rent	prescribed period	and
failure to comply	prescribed action*	(made as a	above does not		if the amount of	to pay rent or	2. the turnover
with this provision.	against an	result of the	terminate the	*Prohibited action	rent payable	outgoings or other	in a
	impacted lessee on	renegotiation	tenancy (s 3,	means action	under the lease is,	amounts due under	continuous
2. re-enter or	grounds of a	or rent), or a	Modification	under, or in respect	during the	the lease, or to	month since
recover, or	breach of an	settlement	Notice).	of, a small	prescribed period	operate the	1 Feb 2020
attempt to re-	impacted lease	agreement or		commercial lease	agreed by the	business on the	(in relation to
enter or	consisting of a	other	The landlord's	(including seeking	parties under a	premises under the	the business)
recover, the	failure to pay rent	agreement	obligation to	orders, or	mediation (under	lease during the	has reduced
premises under	during the	between the	negotiate before	commencing	regulation 8), or	hours required	by more than
an eligible lease	prescribed period	lessor and the	giving a notice to	proceedings, in a	determined by a	under the lease (s	30% in at
for a breach by	unless the lessor	lessee about	quit does not	court or tribunal)	court (under	3(1), Declaration).	least one
the tenant for	has complied with	the payment	apply to:	for any of the	regulation 9) (r	4.10	continuous
non-payment of	its obligations	or rent or	1. a notice to	following:	7(2), Regulations).	A lessor must not	month since
rent provided	under:	outgoings, or	quit given by	1. eviction of the		take any prescribed	1 Feb 2020;
that the tenant	1. Regulation 7 (r	an order of a	a landlord	tenant from the	A lessor must not,	action* against an	and
has complied	7, Regulations	court or	requiring a	land or	during the	impacted tenant in	3. the turnover
with its	as amended by	tribunal;	tenant to	premises that	prescribed period,	relation to a	in relation to
obligations for	the	2. if, despite a	give up	are the subject	require an	prescribed breach	the business
obtaining rent	Amendment	genuine	vacant	of the small	affected lessee to	unless the lessor	from 1 Feb
relief under	Regulations),	attempt by	possession of	commercial	pay land tax or	has engaged in	2019 to 31
regulation 10; (r	,	the lessor to	business	lease;	reimburse the	good faith	Jan 2020 is
9, Regulations)	5, Conveyancing	negotiate rent	premises	2. exercising a	lessor for the	negotiations with	less than \$50
Note: a landlord	Regulations),	payable and	that are drug	right of re-entry	payment of land	the tenant (s 8(1),	million,
may be subject to a	which relate to the	other	premises;	to the land or	tax in respect of a	Declaration).	then –
penalty of 20	parties' obligation	conditions of	a notice to quit	premises that	commercial lease		4. the lease
penalty units for	to renegotiate rent	the lease, the	given in the	are the subject	(r 7(5),	*Prescribed action	must not be
	payable under an	lessee has	reasonable belief	of the small	Regulations).	by a lessor against	terminated

VIC	NSW	QLD	NT		WA	SA		ACT	TAS
failure to comply	impacted lease of	substantially	that the tenant		commercial		an	impacted tenant	on the
with this provision.	which an impacted	failed to	engaged in or		lease;	Regulation 7(5)	m	eans taking	grounds of
	lessee is a party.	comply with	intends to engage	3.	possession;	does not limit the	ac	tion under the	unpaid rent
		the lessee's	in illegal conduct	4.	recovery of	operation of a	lea	ase or starting a	or other
	*Prescribed action	obligations in	or conduct that		land;	term of a	pr	oceeding for any	money due
	means taking	relation to the	caused or will	5.	distraint of	commercial lease,	of	the following:	and payable
	action under the	negotiations;	cause substantial		goods;	or a provision of	1.	eviction of the	in relation to
	provisions of a	or	damage to the	6.	forfeiture;	an Act, that		tenant from	the premises,
	commercial lease	3. on a ground	premises contrary	7.	termination of	otherwise		premises or	during the
	or seeking orders	that is not	to the business		the small	prohibits the		land under the	emergency
	or issuing	related to the	lease (s 3,		commercial	payment of land		lease;	period.
	proceedings in a	effects of the	Modification		lease;	tax or	2.	exercise of a	(see Notice)
	court or tribunal	COVID-19	Notice).	8.	damages;	reimbursement of		right of re-entry	5.
	for any of the	emergency (r	1000	9.	require a	land tax to a lessor		to the premises	A lessor under a
38	following:	12(2),	E X8		payment of	by a lessee (r 7(6),		or land;	protected lease
The same of the sa	 eviction of a 	Regulations).	S 10 10	7-	interest on	Regulations).	3.	recovery <mark>of the</mark>	must not, during
The second second	lessee from	AK33	March 1885		unpaid rent or	W 287		premises or	or after the
13	premises or	* Prescribed	N 70. IX		any other	Note: *prescribed	¥.,	land;	financial hardship
	land the	action is an	W. 47		unpaid amount	action means	4.	distraint of	period, take or
STATE OF THE PARTY	subject of a	action under a	20 M		of money	taking action		goods on the	continue any
	commercial	lease or another			payable by the	under the		premises or	prohibited lessor
	lease;	agreement			tenant to the	provisions of a		land;	action* in
	exercising a	relating to leased			landlord	commercial lease	5.	forfeiture;	relation to the
	right of re-	premises, or the			(including	or seeking order	6.	damages	lease on the
	entry to	starting of a			operating	or issuing	7.	requiring	grounds of a
	premises or	proceeding in a			expenses);	proceedings in a		payment of	breach of the
	land the	court or tribunal,		10	. recovery of the	court for any of		penalty interest	lease during the
	subject of the	for any of the			whole or any	the following:		on, or a fee or	financial hardship
	commercial	following in			part of any	1. eviction of the		charge related	period consisting
	lease,	relation to the			security for the	lessee from		to, unpaid rent	of a failure to pay
	3. recovery of	lease or other			performance of	premises the		otherwise	rent, fees, levies,
	the premises	agreement:			the tenant's	subject of the		payable by the	charges, or
	or land,	1. recovery of			obligations	commercial		tenant;	outgoings that
		possession;			under the small	lease;			are payable by

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
VIC	 distraint of goods, forfeiture, damages, requiring a payment of interest on, or a fee or charge related to, unpaid rent otherwise payable by a lessee, recovery of the whole or part of a security bond under the commercial lease, performance of obligations by the lessee or any other person pursuant to a 	 termination of the lease; eviction of the lessee; exercising a right of reentry to premises; seizure of any property, including for the purpose of securing payment of rent; forfeiture; damages; the payment of interest on, or a fee or charge relating to, unpaid rent or outgoings; a claim on a bank guarantee, 	NT	commercial lease (including security bonds); 11. performance of obligations by the tenant or any other person under guarantee (including making a demand on a bank guarantee); 12. any other remedy otherwise available to the landlord against the tenant at common law or under written law. (s 8, Act).	 exercising a right of reentry to premises the subject of the commercial lease; recovery of land; distraint of goods; forfeiture; damages; requiring a payment of interest on unpaid rent otherwise payable by a lessee; recovery of the whole or part of a security bond under the commercial lease; 	8. recovery of the whole or party of a security bond under the lease; 9. performance of obligation by the tenant or any other person guaranteeing the tenant's obligations under the lease; 10. possession of the premises or land; 11. any other remedy otherwise available against the tenant under a territory law. (s 8(2), Declaration).	the lessee to the lessor or another person (s 13, Act). *Prohibited lessor action means a lessor: 1. exercising or attempting to exercise, in relation to a protected lease, any right, power or remedy, whether under an Act, a law or a term or condition of a protected lease; 2. seeking orders or issuing proceedings in a court in
	lease, 9. performance of obligations by the lessee or any other person	charge relating to, unpaid rent or outgoings; 9. a claim on a bank		common law or under written law.	8. recovery of the whole or part of a security bond under the commercial	otherwise available against the tenant under a territory law. (s 8(2),	protected lease; 2. seeking orders or issuing proceedings

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
(a	commercial lease, 12. any other remedy otherwise available to a lessor against a lessee at common law or under the law of NSW. (r 3(1), Regulations and r 1), Conveyancing Regulations).	of an obligation by the lessee or another person under a guarantee under the lease; 11. exercising or enforcing another right by the lessor under the lease or other agreement relating to the lease premises (r 9, Regulations)			under the commercial lease; 10. possession; 11. termination of the commercial lease; 12. any other remedy otherwise available to the lessee against the lessee at common law or in statute (r 3, Regulations). If a lessee is suffering financial hardship as a result of the COVID-19 pandemic and during the relevant period*: 1. a lessor has taken or commenced, but not yet completed or	to a prescribed breach, and either: 1. the tenant contests the termination under s122(2) of the Lease (Commercial and Retail) Act 2001; or 2. the lessor applies to the Magistrates Court for confirmation of the termination under s 124(2) of the Lease (Commercial and Retail) Act 2001, the Magistrates Court must not confirm the termination unless satisfied that the lessor has engaged in good faith negotiations with the impacted tenant (s 7, Declaration).	4. exercising a right of reentry; 5. recovering land; 6. distraining good; 7. seeking forfeiture; 8. seeking or recovering damages; 9. requiring a payment of interest, or any other fee or charge on unpaid rent; 10. recovering the whole or party of a security bond or bank guarantee; 11. requiring the performance of obligations by the lessee or other person pursuant to a guarantee or indemnity;

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
VIC	NSW	QLD	NT	WA	prescribed action (including a prescribed action that has a periodic or ongoing effect); or a lessor has taken or commenced, but not yet completed or finalised, the performance of any other measure that the lessor would not have been able to undertake or commence during the prescribed period by virtue of the operation of the Act as in force immediately before the Regulations	*Pre- commencement period means the period beginning on the day of the prescribed period and end the day before the Declaration commences. A lessor is not prevented from terminating or taking prescribed action against an impacted tenant if the tenant agrees to the termination or action, or the lessor has engaged in good faith negotiations with the tenant and the tenant surrenders the lease (s 5(3), Declaration).	12. taking possession; 13. terminating the lease; or 14. seeking or applying any other remedy available to a lessor under an Act or the law, during the financial hardship period, in connection with any breach of the protected lease by the protected lessee (s 7, Act). If, during the period before the commencement day* (1 April 2020): 1. a lessor has taken or commenced, but not yet completed or finalised, a prohibited lessor action

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
			R		came into operation; or 3. the operation of the terms of the commercial lease has had effect, or has a periodic or ongoing effect, contrary to the operation of the Act as in force immediately before the Regulations came into operation, the action, operation or effect will, insofar as it remains incomplete or ongoing or has a periodic or ongoing effect, will be taken to be stayed or suspended until the end of the prescribed period		prohibited lessor action that has a periodic or ongoing effect), or any other measure, in relation to a protected lessee, that the lessor would not have been able to undertake or commence during the finial hardship period by virtue of the Act; or 2. the operation of the terms and conditions of a protected lease has had effect, or has a periodic or ongoing effect, contrary to

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
					(r 10, Regulations). *Relevant period means the period starting on 30 March 2020 and ending on 9 April 2020.		the provisions of the Act, the action, operation or effect, insofar as it remains incomplete or ongoing, or has a periodic or ongoing effect, is taken to be stayed or suspended until the end of the financial hardship period (s 10, Act). *Commencement date, in relation to a provision of the Act, means the day on which the provision commences. "Within a class of leases" specified by the Minister: 1. the premises, or the part of premises, to which the lease relates

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
							are being used (or were, at any time during the period from 1 February 2020 to the date of this notice, being used) by the tenant, wholly or predominantl y for the carrying on of any business, trade or profession, whether or not by a person for profit, by a charitable organisation or by a body of persons that is not predominantl y established for the purpose of profit; and the turnover, in a continuous

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
В							one-month period since 1 February 2020 has reduced by more than 30% in at least one continuous one-month period since 1 February 2020; and 3. the turnover in relation to any such business, trade or profession carried on by the tenant for the period from 1 February 2019 to 31 January 2020 is not more than \$50 000 000 See notice by Gazette dated 9 April 2020

Claim on security or guarantee

Code of Conduct

Landlord's must not draw on a tenant's security for the non-payment of rent (be this a cash bond, bank guarantee or personal guarantee) during the period of the COVID-19 pandemic and/or a reasonable subsequent recovery period.

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
1. A landlord	If a lessee is an	A lessor under an	Silent (in the Act	A landlord cannot	If a lessee is an	A lessor must not	A lessor under a
under an	impacted lessee, a	affected lease	and Modification	take prohibited	affected lessee, a	take any prescribed	protected lease
eligible lease	lessor must not	must not take a	Notice). No	action during the	lessor cannot	action (which	must not, during
must not have	take any prescribed	prescribed action,	subsequent	emergency period	take a prescribed	includes the	or after the
recourse, or	action (which	including a claim	modification	on the grounds of a	action (which	recovery of the	financial hardship
attempt to	includes recovery	on a bank	notices made.	breach by the	includes the	whole or part of a	period, take or
have	of the whole or	guarantee,	No. 100	tenant of a small	recovery of the	security bond	continue any
recourse, to	part of a security	indemnity or	S 20 A	commercial lease	whole or part of a	under the lea <mark>se)</mark>	prohibited lessor
any security	bond under the	security deposit,	Severity #2	that occurs during	security bond	against an	action (which
under an	commercial lease)	or the	B	the emergency	under the	impacted tenant in	includes
eligible lease	against the lessee	performance of	W 49.	period, including	commercial lease)	relation to a	recovering the
for a breach	on the grounds of a	an obligations by	S W 10	making a demand	against the lessee	prescribed breach	whole or party of
by the tenant	breach of the	the lessee or	Aller Aller	on a bank	on the grounds of	unless the lessor	a security bond,
for non-	commercial lease	another person		guarantee, if the	a breach of the	has engaged in	or bank
payment of	during the	under a		breach consists of:	lease during	good faith	guarantee, in
rent provided	prescribed period	guarantee under		 a failure to pay 	prescribed period	negotiations with	relation to the
that the	consisting of a	the lease on the		rent or any	consisting of a	the tenant (s 8,	lease) on the
tenant has	failure to pay rent	grounds of non-		other amount	failure to pay rent	Declaration).	grounds of a
complied with	or outgoings, or	payment of rent		of money	or outgoings, or		breach of the
its obligations	the business	or outgoings, or		payable by the	the business		lease during the
for obtaining	operating under	for the closure of		tenant to the	operating under		financial hardship
rent relief	the lease not being	the business		landlord under	the lease not		period consisting
under	open for business	carried on at the		the small	being open for		of:
regulation 10;	during the hours	leased premises		commercial	business during		 a failure to
(r 9,	specified in the	during the		lease (including	the hours		pay rent, fees,
Regulations)	lease (r 6(1),	response period		the landlord's	specified in the		levies,
	Regulations and r						

VIC	NSW	QLD	NT		WA	SA	ACT	TAS
Note: a landlord may be subject to a	4(1), Conveyancing Regulations).	(r 12(3), Regulations).			operating expenses);	lease (r 7(1), Regulations).		charges, or outgoings;
penalty of 20	,	,		2.	the land or	,		2. a failure to
penalty units for		The lessor may			premises that	Regulation 7(1)		meet criterial
failure to comply		continue to hold			are the subject	does not apply to		based on sales
with this provision.		any security			of the small	or in respect of a		performance
		deposit given to			commercial	failure to pay rent		or another
2. A landlord		the lessor until			lease, or the	if the amount of		prescribed
under an		the deferred rent			business	rent payable		factor; or
eligible lease		(if any) has been			carried on	under the lease is,		3. the business
must not have		paid (r 17(3),			there, not being	during the		operating
recourse, or		Regulations).			open for	prescribed period	.430	under the
attempt to	304	If the lessor			business at	agreed by the	40 0	lease not
have	100	continues to hold	-50		hours or times	parties under a		being open for
recourse, to		a security deposit	E 183		specified in the	mediation (under	1000	business as
any security		under r17(3) after	W	7	small	regulation 8), or	12 31	specified in
relating to the		the lease ends,	The state of the s		commercial	determined by a		the lease.
non-payment		the lessor holds,	N 70. K		lease.	court (under	500 AS	(s 7 and s 13,
of rent under	B. B. d	and may claim in	W 49' W	(ss	8 & 9, Act).	regulation 9) (r	100	Act).
an eligible	ASI ARREST	relation to, the	30 W 4		> 1988	7(2), Regulations).	4	
lease if the		security deposit					A 5	
tenant		under the					The same	
reduces the		conditions of the						
opening hours		lease in effect						
of the		immediately						
business at		before it ended (r						
the premises		17(4),						
or closes the		Regulations).						
premises and								
ceases the								
business at								
the premises								
(r 18,								
Regulations).								

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
Note: a landlord							
may be subject to a							
penalty of 20							
penalty units for							
failure to comply							
with this provision.							

Rent Increases

Code of Conduct

Landlords agree to a freeze on rent increases (except for retail leases based on turnover rent) for the duration of the COVID-19 pandemic and a reasonable subsequent recovery period, notwithstanding any arrangements between the landlord and the tenant (leasing principle no. 13).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
A landlord under	If during the	A lessor under an	Silent (in the Act	Rent payable under	If, during the	A lessor must	Pursuant to the
an eligible lease	prescribed period,	affected lease	and Modification	a small commercial	prescribed	engage in good	Notice made
must not increase	a lessee under a	must not increase	Notice). No	lease (other than	period, a lessee	faith negotiations	under s 22 if:
the rent payable	commercial lease is	the rent payable	subsequent	rent or a	under a	with an impacted	1. the premises
under the lease at	an impacted lessee,	by the lessee	modification	component of rent	commercial lease	tenant having	(or part of it)
any time during the	the rent payable	during the	notices made.	determined by	is an affected	regard to the	are being
relevant period,	under the	response period		reference to	lessee, the rent	overarching	used by the
unless the landlord	commercial lease	(r 13(1),		turnover) cannot	payable under a	principles and	tenant,
and the tenant	(other than rent or	Regulations).		be increased during	commercial lease	leasing principles	wholly or
otherwise agree in	a component of			the emergency	(other than rent	set out in the Code	predominan
writing (r 12,	rent determined by	If the lease		period (s 11, Act).	or a component	of Conduct which	tly for the
Regulations).	reference to	provides for a			of rent	requires, in	carrying on
	turnover) must not	review of rent			determined by	particular, that	of any
	be increased (r	during the			reference to	landlords agree to	business,
	6(2), Regulations	response period,			turnover) must	a freeze on rent	trade or
	and r 4(2),	the lessor may			not, unless	increases (except	profession,
	Conveyancing	review the rent			otherwise agreed	for retail leases	whether or
	Regulations).	under the lease			between the	based on turnover	not by a

	f, during the			SA	ACT	TAS
a cc www.le mm pp ta and le grib cc cc fa and tc the an	prescribed period, a lessee under a commercial lease was an impacted essee, a lessor must not, after the prescribed period, take any prescribed action against the essee on the grounds of a preach of the commercial lease consisting of a failure to pay an amount equivalent to or representing the increased rent amount (r 6(3), Regulations and r 4(3), Conveyancing Regulations).	but must not give effect to an increase in rent until the response period ends (r 13(2), Regulations). However, rent may be increased if the rent increase is worked out under the lease by reference to the turnover of the business carried on at the leased premises (r 13(3), Regulations). A lessor must not, after the response period ends, take a prescribed action against the lessee on the ground of a failure to pay an amount equal to or representing the increased rent (that would have applied but		lessor and the lessee, be increased (r 7(4), Regulations).	rent) for the duration of the COVID-19 pandemic and a reasonable subsequent recovery period, notwithstanding any arrangements between the landlord and the tenant (leasing principle no. 13) (s 4(1) and s 6(1), Declaration)	person for profit, by a charitable or not-for-profit organisation; and 2. the turnover in a continuous month since 1 Feb 2020 (in relation to the business) has reduced by more than 30% in at least one continuous month since 1 Feb 2020; and 3. the turnover in relation to the business from 1 Feb 2019 to 31 Jan 2020 is less than \$50 million, then — 4. the rent may not be

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
	NSW	for the response period) (r 13(4), Regulations).		WA	SA	ACI	increased (other than by virtue of the rent increasing under the lease), because the turnover increases. (see Notice) Rent that (but for this section) is or would be increased during the financial hardship period (including under the terms of the lease that applied before the financial hardship period) is not payable during or after the financial hardship period if the increase occurs while the lease is a protected lease (s 17(1), Act). The parties to a

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
							can agree in writing that s17(1 does not apply (s 17(2)).

Subsequent claim on waived rent

Code of Conduct

No fees, interest or other charges should be applied with respect to rent waived in leasing principles no. 3 and no. 4 (leasing principle no. 10).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
If any part of the	Silent.	Silent.	Silent (in the Act	Silent.	Silent.	Silent.	Silent.
rent payable under	100	2000 No.	and Modification	PRO	A77	Access to the second	MINS.
an eligible lease		47 %	Notice). No	10. 40	· 10 /8"	Part Contract	JUST SA
has been waived		(System 1,03)	subsequent	DD 000	III.ess.		N. 100
under a variation	W (0) 5	1.00	modification	201 (0)	100	ALC: 18	20,835
to the eligible lease	The Same	Annual I	notices made.	and There	4 H VA	4.0	100 2"
or under another	AND ARREST	A CONTRACT OF	486 700 7	19000	2. 89	100	
agreement						Y	P
between the						162	
landlord and							
tenant that gives							
effect to rent relief,							
direct or indirectly,							
a landlord will be							
bound by that							
variation or							
agreement and will							
not be able to							
subsequently make							
a claim for							
payment of the							

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
waived part of the							
rent. (r 10,							
Regulations).							

Fees, interest or charges

Code of Conduct

No fees, interest or other charges should be applied with respect to rent waived and no fees, charges nor punitive interest may be charged on deferrals (leasing principle no. 10).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS	
A landlord under	If a lessee is an	A lessor under an	Silent (in the Act	A landlord cannot	If a lessee is an	A lessor must not	A lessor under a	
an eligible lease	impacted lessee, a	affected lease	and Modification	take prohibited	affected lessee, a	take any prescribed	protected lease	
must not require a	lessor must not	must not take a	Notice). No	action during the	lessor cannot	action (which	must not, during	
tenant under the	take any prescribed	prescribed action,	subsequent	emergency period	take a prescribed	includes requiring	or after the	
lease to pay	action including	including	modification	on the grounds of a	action (which	payment of penalty	financial hardship	
interest or any	requiring a	requesting the	notices made.	breach by the	includes requiring	interest on, or a fee	period, take or	
other fee or charge	payment of	payment of	ARC - 1864 - 1	tenant of a small	a payment of	or charge related	continue any	
in relation to any	interest on, or a fee	interest on, or a		commercial lease	interest on	to unpaid rent	prohibited lessor	
payment of rent	or charge related	fee or charge		that occurs during	unpaid rent	otherwise payable	action (which	
deferred by	to, unpaid rent or	relating to,		the emergency	otherwise	by the tenant)	includes requiring	
variation to the	outgoings	unpaid rent or		period, including	payable by the	under the lease	a payment of	
eligible lease or any	otherwise payable	outgoings (r 9(h),		requiring a	lessee) against	against an	interest, or any	
other rent relief	by a lessee, during	Regulations).		payment of	the lessee on the	impacted tenant in	other fee or	
agreement	the prescribed	The variation of		interest on unpaid	grounds of a	relation to a	charge, on unpaid	
between the	period. (r 3 and r	the lease or		rent or other	breach of the	prescribed breach	rent otherwise	
landlord and the	6(1), Regulations	agreement		unpaid amount of	lease during	unless the lessor	payable by the	
tenant. (r 17,	and r 1 and r 4(1),	between the		money payable by	prescribed period	has engaged in	lessee) on the	
Regulations).	Conveyancing	parties must		the tenant to the	consisting of a	good faith	grounds of a	
	Regulations).	provide that the		landlord, if the	failure to pay rent	negotiations with	breach of the	
		lessor must not,		breach consists of:	or outgoings (r	the tenant (s 8,	lease during the	
		under the lease,				Declaration).	financial hardship	

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VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		require the lessee to pay interest or any other fee or charge in relation to an amount of deferred rent, unless the lessee fails to comply with the conditions on which the rent is deferred rent (r 17(2(c), Regulations).		1. a failure to pay rent or any other amount of money payable by the tenant to the landlord under the small commercial lease (including the landlord's operating expenses); 2. the land or premises that are the subject of the small commercial lease, or the business carried on there, not being open for business at hours or times specified in the small commercial lease. (ss 8 & 9, Act).	7(1), Regulations). Regulation 7(1) does not apply to or in respect of a failure to pay rent if the amount of rent payable under the lease is, during the prescribed period agreed by the parties under a mediation (under regulation 8), or determined by a court (under regulation 9) (r 7(2), Regulations).		period consisting of: 1. a failure to pay rent, fees, levies, charges, or outgoings; 2. a failure to meet criterial based on sales performance or another prescribed factor; or 3. the business operating under the lease not being open for business as specified in the lease. (s 7 and s 13, Act).

Actions against tenants for changes to trading

Code of Conduct

Landlords may not apply any prohibition or levy any penalties if tenants reduce opening hours or cease to trade due to the COVID-19 pandemic (leasing principle no. 14).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
If a tenant under	If a lessee is an	A lessor under an	Silent (in the Act	A landlord cannot	If a lessee is an	A lessor must not	A lessor under a
an eligible lease	impacted lessee, a	affected lease	and Modification	take prohibited	affected lessee, a	take any prescribed	protected lease
reduces the	lessor must not	must not take a	Notice). No	action during the	lessor cannot	action against, or	must not, during
opening hours of	take any prescribed	prescribed action	subsequent	emergency period	take a prescribed	give a termination	or after the
the business at the	action* (see	if the business	modification	on the grounds of a	action against the	notice to, an	financial hardship
premises or closes	definition above)	carried on at the	notices made.	breach by the	lessee on the	impacted tenant in	period, take or
the premises and	against the lessee	leased premises is	No. 100	tenant of a small	grounds of a	relation to a	continue any
ceases to carry out	on the grounds of a	not opened for	SE 20 A	commercial lease	breach of the	prescribed br <mark>each,</mark>	prohibited lessor
the business at the	breach of the	business during	Severity #1	that occurs during	lease during	which includes a	action on the
premises, a	commercial lease	the hours	10 mg. 10	the <i>emergency</i>	prescribed period	failure by the	grounds of a
landlord must not:	during the	required under	W AV	period if the breach	consisting of the	tenant during the	breach of the
1. evict or attempt	prescribed period	the lease during	S 10 10	consists of the land	business	prescribed period	lease during the
to evict a	consisting of the	the response	Aller Aller	or premises that	operating under	to operate the	financial hardship
tenant;	business operating	period (r 12(1)(c),		are the subject of	the lease not	business on the	period consisting
2. re-enter or	under the lease not	Regulations).		the small	being open for	premises under the	of the business
recover, or	being open for			commercial lease,	business during	lease during the	operating under
attempt to re-	business during the			or the business	the hours	hours required	the lease not
enter or	hours specified in			carried on there,	specified in the	under the lease,	being open for
recover the	the lease (r 6(1),			not being open for	lease (r 7(1),	unless the lessor	business as
	Regulations and r			business at hours	Regulations).	has engaged in	specified in the
premises under	4(1), Conveyancing			or times specified		good faith	lease.
an eligible	Regulations).			in the small		negotiations (ss 6	(s 13, Act).
lease;				commercial lease.		and 8, Declaration).	
3. have recourse				(s 9(b), Act).			A lessor in
or attempt to							relation to a
have recourse (protected lease:

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
r 18, Regulations).							1. must not, at any time during or after the end of the financial hardship period exercise, in relation to the protected lessee, any right for a relevant reason, or make a claim for a relevant reason; and 2. does not, during or after the end of the financial hardship period, have a cause or action, or any remedy in relation to a relevant reason; and 3. must not, during or after the end

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
							of the financial hardship period, levy any penalty that (but for this section) would be payable by the lessee because of a relevant reason. (s 14(1), Act). A relevant reason is that the lessee has during all or any part of the financial hardship period: 1. ceased to trade or indicated that the lessee may cease to trade; or 2. ceased to carry on a business, trade or profession or indicated that the lessee

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
							may cease to carry on a business, trade or profession; or 3. ceased to remain open, or indicated that the lessee may cease to remain open, to the public or customers for the purposes of carrying on a trade or profession. (s 14(2), Act). A lessor in relation to a protected lease must not, during or after the financial hardship period apply, to a protected lessee, any prohibition or levy any penalty that (but for this section) would apply or be

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
							payable by the lessee because the lessee has ceased, or indicated that the lessee may cease, during all or any part of the financial hardship period, to remain open for trading or to carry on a business, trade or profession during the hours or days the lessee would be required to remain open under the lease (s 14(3), Act). An act or omission, of a lessee, or a lessor, in relation to a commercial lease (whether or not it is a protected lease) that is an act, or omission, that during or before the financial

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
							hardship period, is: 1. required in response to the disease or the disease-related factors, under the laws of the State or Commonwealt h; or 2. reasonably required, in response to the disease or the disease-related factors, in order for the lessor to comply with the laws of the State or the State or the Commonwealt h, does not, either during or after the financial hardship period, amount to a breach of the

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
							lease and does
							not constitute
							grounds for the
							taking of any
							prohibited lessor
							action by the
							lessor or the
							taking of any
							action by the
							lessee against the
							lessor (s 11, Act).

Extension of the term

Code of Conduct

The tenant should be provided with an opportunity to extend its lease for an equivalent period of the rent waiver and/or deferral period outlined in leasing principle no. 2. This is intended to provide the tenant additional time to trade, on existing lease terms, during the recovery period after the COVID-19 pandemic concludes (leasing principle no. 12).

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
If the payment of	Having regard to	If the rent under	Silent (in the Act	The landlord must	Having regard to	Having regard to	During the
any rent is deferred	the Code of	an affected lease	and Modification	offer the tenant an	the Code of	the Code of	financial hardship
the landlord under	Conduct leasing	is waived or	Notice). No	extension of the	Conduct leasing	Conduct leasing	period a lessor in
the eligible lease	principles, in	deferred for a	subsequent	term of the small	principles, in	principles, in	relation to a
must offer the	particular, leasing	period, the lessor	modification	commercial lease	particular, leasing	particular, leasing	protected lease
tenant under the	principle no. 12,	must offer the	notices made.	on the same terms	principle no. 12,	principle no. 12,	must, at the
eligible lease	the tenant should	lessee an		and conditions that	the tenant should	the tenant should	protected lessee's
an extension to the	be provided with	extension of the		applied under the	be provided with	be provided with	request, extend
term of their	an opportunity to	term on the same		small commercial	an opportunity to	an opportunity to	the period of the
eligible lease on	extend its lease for	conditions as		lease immediately	extend its lease	extend its lease for	lease on terms
	an equivalent	those contained		before the	for an equivalent	an equivalent	and conditions

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
the same terms	period of the rent	in the lease		emergency period	period of the rent	period of the rent	that are to apply
and conditions	waiver and/or	except that the		(r 9(6),	waiver and/or	waiver and/or	until the end of
that applied under	deferral period.	rent payable		Regulations).	deferral period.	deferral period.	the financial
the eligible lease	This is intended to	during the			This is intended	This is intended to	hardship period
before the	provide the tenant	extension must		The extension	to provide the	provide the tenant	(or longer period
commencement of	additional time to	be adjusted for		offered under r	tenant additional	additional time to	if agreed
the Regulations. (r,	trade, on	the waiver or		9(6) must be	time to trade, on	trade, on	between the
13, Regulations)	existing lease	deferral (r 18(2),		equivalent to the	existing lease	existing lease	parties). The
	terms, during the	Regulations).		period for which	terms, during the	terms, during the	terms and
The extension	recovery period			the rent is	recovery period	recovery period	conditions:
must be equivalent	after the COVID-19	The extension		deferred, unless	after the COVID-	after the COVID-19	1. must be in
to the period for	pandemic	offered to the		the landlord and	19 pandemic	pandemic	accordance
which rent is	concludes (r 7(4),	lessee must be		the tenant agree	concludes (r 6,	concludes (s 4(1),	with the Act;
deferred, unless a	Regulations and r	equivalent to the	100	otherwise in	Regulations).	Declaration).	2. be not less
landlord and a	5(4), Conveyancing	period for which	E 18	writing (r 9(7),	200		favourable to
tenant agree in	Regulations).	rent is waived or	B	Regulations).	If the Court	12 31	the lessee
writing that the		deferred (r 18(3),	March 100	70. 40	makes an order	10° A 2	than the
regulation does not		Regulations).	M 49. W	Regulation 9(6)	under regulation	4007 AS	terms of the
apply to their	8b. 1b	W	1 To 10	does not apply if:	9(5)(e) (an order	4.10	protected
eligible lease. (r,	AST ARREST	The obligation to	St. 10. 1	1. the landlord is	to defer the	4	lease; and
13, Regulations)		extend the lease		the tenant	payment of rent	W 9	3. that may be
		under Regulation		under a lease	under an affected	100	modified as
		18:		(head lease) of	lease for a		
		1. applies to		the land or	specified period		required in
		lessor only to		premises that	not exceeding 24		order to
		the extent		are the subject	months from the		comply with
		the lessor is		of a small	day on which the		changes to
		not subject to		commercial	order is made),		the law that
		an existing		lease and the	the Court may		occurred
		legal		extension	also make an		after the
		obligations		would be	order extending		protected
		that is		inconsistent	the term of the		lease was
		inconsistent		with the head	lease for a period		entered into.
		with the		lease; or	for which the rent		(s 15(1), Act).
		with the					(5 25(2), 7 (5))

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
В		obligation to extend the lease under this section and 2. does not apply if the lessor demonstrates that the lease cannot be extended because the lessor intends to use the leased premises for a commercial purpose of the lessor. (r 18(4), Regulations)	R	2. the extension would be inconsistent with any contract or other agreement already entered into by the landlord with another person (other than the tenant) that relates to the land or premises that are the subject of the lease (including an agreement to lease the land or premises to the other person). (r 9(8), Regulations).	is deferred under the order (r 9(9), Regulations).		Note: s 15(1) is subject to exceptions, including if the protected lease is a sublease and the lease will end before the end of the financial hardship period – see s 15(2), Act.

Trading Hours

VIC	NSW	QLD	NT		WA	SA	ACT	TAS
A tenant under an	Silent, except that	Silent, except that	Silent (in the Act	An ac	ct or omission	Silent, except that	Silent, except that	See actions
eligible lease is not	a lessor must not	a lessor under an	and Modification	of a tenant during		a lessor must not	a lessor must not	against tenants
in breach of the	take a prescribed	affected lease	Notice). No	the e	mergency	take a prescribed	take any prescribed	for changes to
eligible lease if,	action against the	must not take a	subsequent		d that is	action against the	action against, or	trading – above.
during the relevant	lessee for not	prescribed action	modification		ired under a	lessee for not	give a termination	
period, they:	opening the	if the business	notices made.	writt	en law in	opening the	notice to, an	
1. reduce the	business during	carried on at the			onse to the	business during	impacted tenant	
opening hours	trading hours (see	leased premises is		COVI		trading hours (see	for a failure by the	
of the business	actions against	not open for			emic is not to	actions against	tenant during the	
carried out at	tenants for changes	business during			garded as:	tenants for	prescribed period	St. 1
the premises;	to trading – above).	the hours	100		breach of a	changes to	to operate the	4 Table
or	40 0	required under	E 18	- Children	commercial	trading – above).	business on the	11125
2. close the	An act or omission	the lease during	B		lease,	A 100	premises under the	
premises and	of a lessee required	the response	Married W.	2.	ground for	An act or	lease during the	.466 (6)
cease to carry	under a law of the	period (r 12(1)(c),	M 70. 15		termination of	omission of a	hours required	6.000
out any	Commonwealth or	Regulations).	W Nr. 18		a small	lessee required	under the lease	330.37
business at the	the State in	A 450000	SE 10. 1		commercial	under the laws of	(see actions against	
premises. (r 18,	response to the				lease,	the State in	tenant for changes	JP
Regulations)	COVID-19			3.	ground for the	response to the	to trading – above).	
	pandemic is not				taking of a	COVID-19		
	taken to amount to				prohibited	pandemic will not		
	a breach of a				action* (see	be taken to be a		
	commercial lease,				definition	breach of a		
	and does not				above) under,	commercial lease,		
	constitute grounds				or in respect	and will not		
	for termination of the lease or the				•	constitute		
					of, a small	grounds for termination of		
	taking of a prescribed action*				commercial	the commercial		
	(see definition				lease	lease or the		
	above) by the			(s 10, <i>i</i>	Act).	taking of any		
	above) by the					Laking of dily		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
	lessor against the				prescribed action		
	lessee				by the lessor		
	(r 6(5), Regulations				against the lessee		
	and r 4(5),				(r 7(3),		
	Conveyancing				Regulations).		
	Regulations).						

Confidentiality

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
A landlord or	Silent.	A party to an	Silent (in the Act	A landlord or	A person must	Silent.	A person must
tenant under an		eligible lease	and Modification	tenant under a	not divulge or		not divulge or
eligible lease must		dispute must not	Notice). No	small commercial	communicate	1000	communicate
not divulge or		disclose	subsequent	lease must not,	personal		confidential
communicate		protected	modification	directly or	information,		personal
protected	10 10 11	information	notices made.	indirectly, disclose	information	100 A	information,
information	The Warrell	obtained under or	B 70. 70.	protected	relating	4.00	confidential
obtained under or	A51 A0050-1	as a result of the	391 701, 11	information*	to business	No. 1	information
in connection with		operation of the		obtained under or	processes or	V 2	relating
the operation		regulations other		in connection with	financial	Alexander and the second	to business
of the Regulations		than –		the operation of	information		processes or
except:		1. with the		the Regulations	(including		confidential
1. with the		consent of the		unless the	information		financial
consent of the		person to		disclosure is	about the		information
person to		whom the		authorised.	turnover of a		(including
whom the		information			business)		information
information		relates; or		The disclosure of	obtained in		about a
relates; or		2. to a		protected	connection with a		prescribed factor
2. to a		professional		information is	mediation under		in relation to a
professional		advisor or		authorised if it is	the Regulations		business)
adviser who		financier who		disclosed in good	except:		obtained in
agrees to keep		agrees to		faith in any of the			

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
it confidential;		keep the		following	1. with the		connection with
or		information		circumstances:	consent of		the Act, except:
3. to an actual or		confidential;		1. with the	the person to		1. with the
prospective		or		consent of the	whom the		consent of the
financier who		3. to the extent		person to	information		person to
agrees to keep		the		whom the	relates; or		whom the
it confidential;		information is		information	2. in connection		information
or		available to		relates;	with the		relates; or
4. as authorised		the public; or		2. to a	administratio		2. in connection
by the Small		4. as authorised		professional	n of the		with the
Business Commission; or		by the small business		adviser who	regulations;		administratio
5. as authorised		commissione		agrees to keep	or		n of the A; or
under law; or	35	r; or		it confidential;	3. as authorised	43	3. as authorised
6. for the		5. as authorised	W 78	3. to an actual or	by the	All Indiana	by the Act
purposes of any	10 1	under the Act	S 20 A	prospective	Commissione		4. to a person
proceeding in a		or law.	March R	financier who	r; or		acting in a
court or		Maximum penalty	E 176 E	agrees to keep	4. for the	and the same	professional
tribunal.		– 20 penalty	W .W.	it confidential;	purposes of	40.40	capacity as an
The same of the sa	Visi Vinceri	units.	20 M A	4. under a written	legal	1	adviser to the
Personal		(r 20(1),		law;	proceedings;	W 9	person;
information means		Regulations).		5. for the purpose	or	100	5. as authorised
the name, address				of making a	5. to a police	- dime	by the
and contact details		A party to an		request under	officer or a		Mediation
of any persons		eligible lease		s18 of the Act;	law		Provider
(other than the		dispute must not		6. for the purpose	enforcement		under the
landlord or tenant).		use protected		of resolving a	officer of		Commercial
Protected		information for		dispute with	another		Arbitration
information means		any purpose other than for		the assistance	State,		Act 2011;
personal		negotiating or		of the	Territory or		6. for the
information, or		resolving the		Commissioner;	the		purposes of
information		eligible lease		7. for the	Commonweal		legal
relating to business		Cligible lease		purposes of an	th; or		
relating to business				parposes or an	ui, oi		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
processes or		dispute under this		alternative	6. as authorised		proceedings;
financial		regulation.		dispute	or required		or
information		Maximum penalty		resolution	by law.		7. to a police
(including		– 20 penalty		proceeds	(r 8(6),		officer or a
information about		units.		under the	Regulations).		law
the trade of a		(r 20(2),		Small Business			enforcement
business).		Regulations).		Development			officer of this
				Corporation			or another
(r 19, Regulations).		Protected		Act 1983;			State,
		information		8. for the purpose			Territory or
		means personal		of making an			the
		information, or information		application			Commonweal
GDIESO.	305	relating to		under s 16(1)	102	.49 8	th
100		business		of the Act;		All Indiana	All Inc.
		processes or	差 28 人	9. for the	b 47	1	A party to a
STATE OF THE PARTY.		financial	Showed M.	purposes of	10 10		protected lease
70		information	M. A. W.	proceedings	MAPPLE STREET		must not provide
		(including	W W.	under the Act	W 30	W. 65	to another party
The same of the sa	Vist Vincett	information	S 10 10	in a Tribunal or	4 B 4		to the protected
	440 -9800-14	about the trade	484	a court.		70 0	lease, or to the
		of a business).		(cl 13, Sch 1,		1000	Mediation
				Regulations)		400	Provider,
		Personal		Regulations)			information that
		information		Protected			is false or
		means the name,		information means			misleading, or
		address and		the name, address			likely to mislead
		contact details of		and contact details			the other party or
		any persons other		of any persons			the Mediation
		than the lessor or		other than the			Provider.
		lessee of the		landlord or the			
		lease the subject		tenant under the			Penalties apply –
		of an eligible		small commercial			up to 300 penalty
		lease dispute.		lease, or			units for a body
				-, -			corporate; and up

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
				information			to 50 penalty
				relating to business			units for an
				processes or			individual.
				financial			
				information			(s 16, Act).
				(including			
				information about			
				the trade of a			
				business).			
				(cl 2, Sch 1,			
				Regulations)			

Dispute Resolution

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
Mediation	Impacted	Eligible lease	If a business lease	Dispute means a	Relevant dispute,	Silent. However, a	The parties to a
procedure	commercial lease	dispute means	requires	dispute between	in relation to a	lessor must not	protected lease
A landlord or	dispute means any	affected lease	negotiations or	the parties to a	commercial lease,	give a termination	must attempt to
tenant under an	dispute concerning	disputes and	an alternative	lease, or 1 or more	means	notice to, or take	resolve by direct
eligible lease may	the liabilities or	small business	dispute resolution	parties to a lease	1. a dispute in	any prescribed	negotiation a
refer (in writing) a	obligations	tenancy disputes	process between	and a person who	relation to	action against, an	dispute between
dispute about the	(including any	(r 21,	the parties before	has given a	whether or	impacted tenant in	the parties that
terms of the	obligation to pay	Regulations).	a notice to quite	guarantee in	not, for the	relation to a	arises during the
eligible lease	money) under a		can be given,	respect of the	purpose of	prescribed breach	financial hardship
arising in relation	commercial lease	If a provision of	those	lease, that arises	the Act and	unless the lessor	period, or that, in
to a matter to	to which an	an affected lease	requirements	out of, or in	the	has engaged in	the financial
which the	impacted lessee is	or a business	continue to have	relation to, the	Regulations,	good faith	hardship period,
Regulations (an	a party, being	lease requires or	effect to the	operation of the	a lessee is	negotiations with	relates to a right
eligible lease	liabilities or	permits a dispute	extent that they	Act and includes a	suffering	an impacted tenant	or obligation
dispute) to the	obligations which	under or about	are not contrary	code of conduct	financial	having regard to	under the Act
Small Business	arose under the	the lease to be	to the landlord's	dispute, and a	hardship as a	the overarching	(s22(1), Act).
Commission for	commercial lease	dealt with using a	obligation to		result of the	principles and	

VIC	NSW	QLD	NT	WA		SA	ACT	TAS
mediation. (r 20,	concerning	particular	negotiate before	financial hardship		COVID-19	leasing principles	A party to a
Regulations)	circumstances	procedure, the	giving a notice to	dispute (s 14, Act).		pandemic; or	set out in the Code	protected lease
	occurring during	provision does	quit, and the		2.	a dispute in	of Conduct, which	may apply to the
The Small Business	the prescribed	not prevent a	negotiation	Code of conduct		relation to	provides that,	mediation
Commission may,	period and includes	party from	period must run	dispute means a		the provision	where landlords	provider for
in relation to an	a dispute regarding	starting	concurrently with	dispute arising out		of rent relief	and tenant cannot	mediation of a
eligible lease	a renegotiations (or	mediation under	any period for the	of or in relation to		during the	reach agreement	dispute, in
dispute, perform or	a failure to take	this part, even if	negotiation	the application of		prescribed	on leasing	relation to issues
exercise any of the	part in a	the procedure	period or	the code of		period	arrangements (as a	that arise from,
functions or	renegotiation) or	under the lease	alternative	conduct in relation		(including a	direct result of the	or are related to,
powers that the	rent payable under	has not been	dispute resolution	to a lease		failure of a	COVID-19	the operation of
Commission has	the commercial	complied with (r	process.	(including, without		party to a	pandemic), the	the Act, and the
under the dispute	lease (r 8(2),	22, Regulations).		limitation, a		lease to take	matter should be	mediator
resolution	Regulations.		- St.	dispute about the		part in a	referred and	provider may
provisions (Part 10)		To the extent the	E 700	waiver or deferral		negotiation	subjected (by	mediate between
of the <i>Retail Leases</i>	Part 8 (Dispute	parties agree, or	10 JH 10	of rent payable	8	in respect of	either party) to	the parties to
Act 2003 (Vic). (r	resolution) of	are required	Market No.	under a lease) (s		the provision	applicable territory	assist them to
20, Regulations)	Retail Leases Act	under a law or	N 70. K	14, Act).		of rent	retail/commercial	determine the
	1994 (NSW)	industry code, to	10. W.	JF 10.		relief); or	leasing dispute	dispute (s 23,
Mediation is not	extends to an	undertake a	20 M A	Financial hardship	3.	a dispute in	resolution	Act).
limited to formal	impacted	dispute resolution		in relation to a		relation to	processes for	9
mediation	commercial lease	process, the small		tenant, means		issues that	binding mediation,	The mediation
procedures and	dispute as if it were	business		financial hardship		have	including Small	provider may, by
extends to	a retail tenancy	commissioner		suffered by the		occurred in	Business	notice to a party
preliminary	dispute (r 8(1),	may, but is not		tenant as a result		relation to	Commissioners	to the protected
assistance in	Regulations).	required to,		of 1 or more of the		the COVID-19	where applicable.	lease, require the
dispute resolution,		provide		following:		pandemic	Landlords and	party to provide
including giving	This dispute	assistance or		 a restriction 		arising from	tenants must not	to the mediation
advice designed to	resolution process	information to		imposed under		or related to	use mediation	provider,
ensure that the	requires a retail	the parties in		a written law in		the operation	processes to	information that
landlord and the	tenancy dispute to	relation to		response to		of the	prolong or	may be relevant
tenant are fully	be submitted to	resolving the		COVID-19		regulations	frustrate the	to the mediation
aware of their	mediation before	dispute (r 23,		pandemic;		or the	facilitation of	(s 24, Act).
rights and	proceedings can be	Regulations).		15 55.		commercial	amicable resolution	

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
obligations, and	taken. The	If an eligible lease		2. changes in	lease, or	outcomes (s 4(1)	Unless otherwise
there is full and	Registrar must	dispute arises in		societal	related to	and s 6(1) and s	agreed in writing
open	certify that	relation to a retail		behaviour in	any other	8(1), Declaration).	between the
communication	mediation has	shop lease, these		response to the	matter		parties, each
between the	failed to resolve a	Regulations apply		COVID-19	relevant to		party is to bear
landlord and the	retail tenancy	to the dispute		pandemic;	the		the party's own
tenant concerning	dispute.	(not Part 8 of the		3. any other	occupation of		costs (s 25, Act).
the matter. (r 20,		Retail Shop		consequences	the premises		
Regulations)	For non-retail shop	Leases Act 1994)		of the COVID-	or to a		A party to a
	lease, a lessor	(r 24,		19 pandemic (s	business		protected lease
The parties must	must not seek to	Regulations).		14, Act).	conducted at		may, whether or
not use mediation	recovery			14, ACI).	the premises	450	not either party
to prolong or	possession of	Before starting		A financial	the subject of	40 %	has applied under
frustrate reaching	premises or land	mediation for an	100	hardship dispute is	the		s 23 for
an agreement. (r	under the	eligible lease	E 25 .	a dispute between	commercial		mediation, seek
20, Regulations)	commercial lase,	dispute, parties	B	the parties to a	lease (r 3,	12 31	to have a dispute
	terminate the	to the lease must	10 April 10	small commercial	Regulations).		arbitrated under
Either party may be	commercial lease	attempt to	M 70. 15	lease in the	1357.100	1007 AS	the Commercial
represented by a	or exercise or	resolve the	W Nr. 18	following situation:	A party to a	4 100	Arbitration Act
legal practitioner in	enforce any other	dispute and must	SE 30' A	1. during the	commercial lease	4	2011 (s 26, Act).
a mediation of an	right of the lessor	cooperate and act		_	may apply to the	V 2	JP
eligible dispute, but	under the lease	reasonably and in		emergency	Commissioner for	The same	
the mediator may	until the Small	good faith in all		period, the	mediation of a		
(if appropriate)	Business	discussions and		tenant has	relevant dispute		
meet with the	Commissioner has	actions		breached the	in relation to a		
landlord or the	certified in writing	associated with		small	commercial lease.		
tenant without	that mediation has	the dispute (r 25,		commercial	However, a lessee		
their legal	failed to resolve	Regulations).		lease by failing	may not apply to		
practitioners being	the dispute and			to pay rent or	the Commissioner		
present. (r 21,	give reasons for the	A party to an		other amount	for mediation of a		
Regulations)	failure (r 6,	eligible lease may		payable by the	relevant dispute		
	Conveyancing	give notice of the		tenant to the	in relation to a		
	Regulations).	dispute to the		landlord	commercial lease		
		small business		(including	unless the lessee		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		commissioner. The dispute notice must be in the form approved by the commissioner. As soon as practicable after receiving the dispute notice, in the commissioner must accept or dismiss the dispute notice. The small business commissioner may dismiss the dispute notice if the commissioner considers the dispute notice if the commissioner considers the dispute notice: 1. does not relate to an eligible lease dispute; or 2. is frivolous or vexatious; or 3. has not been given in good faith. (r 26, Regulations).		operating expenses); and 2. the landlord claims that the breach was not a result of the tenant suffering financial hardship; and 3. the landlord has not granted the tenant a waiver, deferral or reduction in respect of the unpaid rent or other unpaid amount of money (s 14(2), Act). If the lease to which a dispute relates is a small commercial lease, or the landlord under the lease to which the dispute relates owns or operates a small business and the lease is granted in	is, or is claiming to be, an affected lessee (r8(1)-(2), Regulations). The Commissioner may, in exercising any functions or powers under the Regulations in relation to a matter, exercise any of the powers or functions the Commissioner is able to exercise under Part 7 of the Fair Trading Act 1987 in relation to that matter (r 8(3), Regulations). The Commissioner must issue the parties to a commercial lease (which is subject to an application under regulation 8(1), with a certificate in a		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		As soon as practicable after the small business commissioner accepts a dispute notice, the commissioner must: 1. nominate a mediator to mediate the eligible lease dispute; and 2. give written notice to each party stating the details of the mediator and the time and date of the mediation conference (which must be at least 7 days after the notice is given). A party may, within 2 days after the notice is received, ask the		the court of that business, a party may request the Commissioner to: 1. provide assistance to attempt to resolve the dispute; or 2. undertake alternative dispute resolution in respect of the dispute. The request must be made during the emergency period (s 18, Act).	form determined by the Commissioner stating the names of the parties and: 1. if the mediation has failed or is unlikely to resolve the dispute — that the mediation has been terminated without resolution; or 2. if mediation would not be reasonable in the circumstance s — that fact; or 3. if a party to the commercial lease refused to participate, or did not participate in good faith, in		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		mediator to mediate related disputes together at the mediation conference. If the mediator receives such request and the parties agree, the mediator must provide a further notice of the mediation conference details. If the parties and mediator agree, the mediation may be held by teleconferencing or videoconferencing or videoconferencing or engloyee of the mediation by an agent or an officer or employee of the			mediation – that fact. (r 8(4), Regulations).		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		corporation (if the party is a corporation). A party may be represented by a lawyer only with the approval of the mediator, if the mediator considers that legal representation would assist the parties in mediating an outcome to the dispute, or is otherwise justified having regard to particular / complex matters. (r 28, Regulations). The mediator may allow a person to attend and participate in mediator is satisfied the person has an interest in the					

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
В		resolution. However, before the conference, notice of the person's attendance must be given to each party. A person who participates or attends does not become a party to the dispute (r 31, Regulations). The mediation conference is not open to the public (r 29, Regulations). A party who is given notice of the mediation conference must attend unless the party has a reasonable excuse. If a party fails to attend, a court or tribunal may award costs against the party in a proceeding					

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		relating to the eligible lease dispute (r 30, Regulations). If the parties reach an agreement about the dispute at the mediation conference, the settlement agreement must be recorded in writing and signed by the parties (r 32, Regulations). As soon as practicable after the mediation ends, the mediator must give each party a copy of the signed settlement agreement, or a notice about the outcome of the mediation. If a notice is given, it must not state anything about					

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		the extent to which a party acted in good faith but may state that a party did not attend the mediation conference (r 33, Regulations). Evidence of anything said in mediation is not admissible in a proceeding before a court or tribunal (r 34, Regulations). A dispute notice may be withdrawn by written notice to the small business commissioner, unless the person has made an application about the dispute to QCAT or a court. The notice may be given before or after a					

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		mediator has started mediating the dispute (r 35, Regulations). (Refer to r 36 for exclusion of other proceedings if mediation has started). Each party to an eligible lese dispute must pay the party's own costs for the mediation conference, unless otherwise ordered by QCAT or a court. The small business commissioner pays the mediator's fees and costs (r 37, Regulations). See also Division 4, rr 38 – 40, Regulations – functions and requirements of mediators).					

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		A mediator or					
		court may have					
		regard to					
		whether or not a					
		lessor or lessee					
		under an affected					
		lease has					
		complied with					
		regulation 11					
		(obligation to					
		cooperate, act					
		reasonably and in				400	
	304	good faith) in a			600		
1000		proceeding	-		100		din.
38		relating to the	E 700	etiles entile	Aug .		AREA.
The same of the		affected lease.	10 JH A		47		

Determination of Disputes

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
An eligible lease	The Tribunal and	If the parties to a	The parties to an	A party to a dispute	A party to a	Silent (but see to	Silent (but see to
dispute may only	any court, when	dispute cannot	application for a	may apply to the	commercial lease	dispute resolution	dispute
be the subject of a	considering	reach a	warrant of	Tribunal to have	may apply to the	– above).	resolution –
proceeding in VCAT	whether to make a	settlement	possession made	the dispute	Court for		above).
or a court (other	decision or order	agreement, a	during the	determined by the	resolution of a		
than the Supreme	relating to any of	party does not	emergency period	Tribunal (s 16(1),	relevant dispute		
Court) if the Small	the following, is to	attend the	must bear their	Act).	in relation to a		
Business	have regard to the	mediation	own costs.		commercial lease		
commission has	leasing principles	conference		The application	if the		
certified in writing	set out in	(without a	The Local Court	must be made	Commissioner		
that mediation has	the Code of	reasonable	may make the	during the	has issued a		
failed or is unlikely	Conduct—	excuse), the	following order in	emergency period	certificate under		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
to resolve the dispute, or the landlord or tenant has sought, and the Supreme Court has granted, leave to commence a proceeding in relation to the dispute. (r 23, Regulations) Note: this does not apply to a proceeding for an injunction or affect the validity of any decision made by VCAT or a court.	1. the recovery of possession of premises or land from a lessee, 2. the termination of a commercial lease by a lessor, 3. the exercise or enforcement of another right of a lessor of premises or land. (r 9, Regulations and r 7, Conveyancing Regulations). Nothing in the Regulations excludes the rules of equity and of common law from applying to the determination of a dispute concerning 1. the recovery of possession of premises or	dispute is not settled within 30 days after the dispute notice is given, or a party to a settlement agreement claims the other party has not complied with the agreement, and no more than 6 months has lapsed since the affected lease ended or the lessee was required to pay the deferred rent, then a party may apply to QCAT for an order to resolve the dispute. See also rr 42 – 44, Regulations – QCAT jurisdiction and orders. If the lessee is a franchisor who is the lessee of the premises	relation to an application for a warrant of possession made during the emergency period: 1. a costs order on a standard basis in favour of the applicant if satisfied that the tenant's financial situation was not substantially affected by COVID-19, or the tenant significantly breached the business lease other than, or in addition to, failing to pay rent during the emergency period; 2. a costs order on a standard basis in favour	unless the Commissioner has issued a certificate under s 19 in respect of the dispute (s16(2), Act). If the dispute relates to a small commercial lease, or the landlord under the lease owns or operates a small business and the lease in granted in the course of that business, an application in respect of the dispute cannot be made to the Tribunal unless: 1. none of the parties to the dispute has made a request to the Commissioner under s18 and the parties agree that the	regulation 8(4) (r 9(1)-(2), Regulations). The Court may determine whether or not a lessee is an affected lessee. In making that determination, the Court may have regard to: 1. whether or not the lessee is eligible for, or receiving, a Jobkeeper payment in respect of the business of the lessee (whether in their capacity as an employer or on their own behalf); 2. any reduction in turnover of the business of the lessee	ACI	IAS

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
	land from a lessee, or 2. the termination of a commercial lease by a lessor, or 3. the exercise or enforcement of another right of a lessor of premises or land (r 11, Regulations and r 9, Conveyancing Regulations).	occupied by the franchisee, an application may be made jointly with the franchisee (r 12(4)(a), Regulations). If the lessee is a franchisee and the franchisor is the lessee of the premises occupied by the franchisor may apply to have the lessor of the premises joined in the matter (r 12(4)(b), Regulations). The lessee under the affected lease may apply to QCAT or a court with jurisdiction to hear the matter for an order preventing the lessor from taking a	of the tenant if satisfied that the application was without merit, 3. a costs order against a party if the party failed to genuinely attempt to enable and assist the Court to make a decision, or the party acted unreasonably in a way that resulted in unnecessary costs being incurred, 4. an order under s32 of the Local Court (Civil Procedure) Act 1989. (s 4, Modification Notice).	application can be made; or 2. the Commissioner has issued a certificate under s 19 in respect of the dispute (s 16(4), Act). (see also s 17, Act – Tribunal's powers to make orders) A dispute can be heard by Tribunal if a request is made to the Commissioner under s 18 and the Commissioner is satisfied that – 1. the dispute is unlikely to be resolved with the assistance of alternative dispute resolution; or 2. it would not be reasonable in the circumstances	(as verified by financial records or statement provided by the lessee) during a specified period as compared with another specified period determined by the Court as being relevant in the circumstance s of whether or not the lessee is suffering financial hardship as a result of the COVID-19 pandemic (r 9(3)-(4), Regulations). See also r 8(5), Regulations —		

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
В		prescribed action on the grounds of non-payment of rent or outgoings, or for the closure of the business carried on at the leased premises during the response period (r 12(3), Regulations). In the proceeding, QCAT or a court may make any order it considers appropriate, and award costs against the lessor or the lessee in the proceeding (r 12(5), Regulations).		to commence an alternative dispute resolution process; or 3. alternative dispute resolution has failed to resolve the dispute (s 19, Act).	orders the Court may make. The Court may, at any time, on application by a party to a commercial lease, vary or revoke an order imposed by the Court under the regulations and make such other orders as the Court thinks necessary in the circumstances (r 9(10), Regulations).		

Other

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
Tax relief	Non-COVID-19	Exemptions for	No other	No other	Validity not	No other	No other
A landlord under	related matters	lessee complying	provisions (in the	provisions.	affected by	provisions.	provisions.
an eligible lease	Nothing in the	with COVID-19	Act or		expiry of Act		
may give the	Regulations		Modification				

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
statement and	prevents a lessor	response	Notice). No		Without		
information given	taking prescribed	measures	subsequent		derogating from		
to the landlord by a	action on grounds	An act or	modification		s16 of the Acts		
tenant under	not related to the	omission of a	notices made.		Interpretation Act		
Regulation 10(2) (in	economic impacts	lessee under a			1915, the expiry		
relation to the	of COVID-19 (r 10,	retail shop lease,			of a provision of		
tenant's rent relief	Regulations, r 9,	prescribed lease			this Act under		
request) to the	Conveyancing	or other small			this section does		
Commissioner of	Regulations).	business lease is			not affect the		
State Revenue for		not taken to			validity or		
the purpose of	A lessor and	amount to a			operation of		
applying to be	impacted lessee	breach of the			anything done in	.45%	
eligible for a tax	are not prevented	lease and does			accordance with		A
relief measure in	from agreeing to	not constitute	100		the provision		din
relation to any tax	the parties taking	grounds for	E X8	minu - minu	before that expiry		ARTIS.
paid or required to	any action in	termination of	B		(s 6(3), Act).	10 81	HISTORY.
be paid by the	relation to the	the lease or the	Maria Maria	70. 40	W 287	18 A	400
landlord in relation	commercial lease	taking of	N 70. W	30 99	1157 100	VIII 15	100
to the premises. (r	(including the	prescribed action	W .6F	JF 10.	. 10 70.	A. 100	50.37
24, Regulations)	lessor taking any	by the lessor if	20 M	100 April 100 Ap	3. III W		10
	prescribed action	the act or				70 9	V
	or the parties	omission occurs				100	
	agreeing to	on or after the				-dime	
	terminate the	commencement					
	commercial lease)	of the Act and is					
	(r 6(6), Regulations	required under a					
	as amended by the	COVID-19					
	Amending	response					
	Regulations and r	measure or any					
	4(6), Conveyancing	other national or					
	Regulations).	state laws (r 47,					
		Regulations).					

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
	NSW	Suspension or prescribed action by lessor started during precommencement period If during the precommencement period: 1. a proceeding for a lease dispute was started in relation to the lease; or 2. the lessor under the lease had started or taken an action that, if it had been started or taken after the commencem ent, would constitute taking a prescribed action, and on the commencement				ACI	IAS

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
		the dispute has not resolved or the action has not been completed or finalised, the proceeding or action is taken to be stayed or suspended until the response period ends (r 48, Regulations). Retail tenancy disputes started before commencement If a dispute notice was lodged under the Retail Shop Leases Act 1994 before the commencement, and on the commencement the retail tenancy dispute is also an eligible lease dispute and the dispute has not been resolved, the Retail Shop Leases Act part 8,				ACI	

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
В		apply for the retail tenancy dispute. However, it is still subject to any suspensions of the dispute (under r 48), and does not prevent a person starting mediation (r 49, Regulations). Retrospective application A regulation made under s23 of the Act may have retrospective operation to a day not earlier than the commencement of the Act (s 23(2)(b), Act).					

Other resources

VIC	NSW	QLD	NT	WA	SA	ACT	TAS
Victorian Small	New South Wales	Queensland Small	<u>Northern</u>	Small Business	Small Business	ACT Government –	Consumer,
<u>Business</u>	<u>Business</u>	<u>Business</u>	<u>Territory</u>	<u>Development</u>	Commissioner	COVID-19	Building and
<u>Commission –</u>	<u>Commissioner – </u>	<u>Commissioner – </u>	Consumer Affairs	Corporation – FAQs	South Australia –	commercial	<u>Occupation</u>
Commercial	commercial leases	Small business	<u>– commercial</u>	<u>– COVID-19</u>	<u>Essential</u>	<u>tenancies</u>	<u>Services</u>
tenancy relief	and COVID-19 FAQs	leasing advice	leases affected by	commercial	Information for	information	<u>Tasmania –</u>
scheme -support		and dispute	COVID-19	tenancy changes	Lessees and		Changes to
for tenants and		resolution			Lessors dealing		<u>commercial</u>
landlords in					with COVID-19		tenancies during
response to COVID-							COVID-19
19 FAQs							

