

COVID-19 RENT RELIEF GUIDELINES

1

Guidelines to Landlords looking to assist their Tenants

This applies equally to all Property Management, Residential and Commercial Tenancies

1. The Landlord should first realistically assess their own financial situation and obligations as they look to effectively assist their tenant.
2. Landlords that are renting multi-unit properties should talk with each Tenant individually and assess each Tenant's situation on a case by case basis.
3. It is very important that Landlords take into account the current ability of their Tenant to pay and the history of their Tenant's tenancy guided by the criteria below:
 - Proof of financial hardship in relation to the effects of COVID 19 on the Tenant's income
 - Proof that the Tenant has applied for, and exhausted, available financial options for relief such as unemployment benefits <https://www.bermudajobboard.bm/uba> or Financial Assistance <https://www.gov.bm/department/financial-assistance>
 - Has the Tenant normally been in good standing (current) with their rent payments?
 - Is the Tenant(s) keeping the property in good condition?
 - Consider the term (length) of the tenancy
 - Are there any issues that have arisen during the tenancy?

Landlords should give due consideration to **Guest Worker Tenants** bearing in mind that:

- They do not have family support on the island
- They are unable to leave Bermuda
- They are not eligible for Financial Assistance but that they may be able to claim Unemployment Benefits.

Guidelines for questions to be asked of Tenant when assessing request for rental relief:

- What is their type of employment?
- Has there been an interruption of income or termination of employment?
- Number of children and their ages.
- Age of Tenant.
- Rental payment history and arrears of rent.
- What (if any) Financial Assistance is being received?
- What (if any) Unemployment Benefit funds are being received?
- What (if any) loan exemptions are being received from their lending institution?

The above criteria should assist the Landlord in judging the Tenant's ability fairly to meet any agreed adjusted rent during this difficult time. We encourage both the Landlords to be realistic and kind when assessing a revised rental amount.

COVID-19 RENT RELIEF GUIDELINES

2

Actions that could be taken to assist Tenants that are genuinely affected and in immediate need.

Either:

1. Offer % decrease in rent for a specified time
Or
2. Offer deferment of rent with an agreed payback option
Or
3. Offer total “rental forgiveness” for a period of time

From a legal point of view: Any changes to a lease must be documented and acknowledged by both parties as to the agreement reached. Including, whether any reduction is temporary or where the rent reduction is to be deferred to a later time at which the Tenant has more of an ability to pay.

During COVID-19 email exchanges will suffice but should be described or referred to as the LANDLORD AND TENANT ADENDUM AGREEMENT COVID-19 Form (Form attached)

Above are general guidelines for assessing assistance to Tenants. No-one can predict how long COVID-19 isolation and subsequent loss of employment income will last. Therefore, each request should be considered on a case by case basis and on a monthly basis not exceeding 90 days.

**LANDLORD AND TENANT ADDENDUM AGREEMENT
COVID-19**

The purpose of this Agreement is to document the financial arrangement between the named Landlord and Tenant.

Landlord/Agent and Tenant all agree not to disclose to any other person(s) or business entity any discussion in reference to the below Agreement.

This Agreement entered into this day ___ of month ___ of year ___ by and between _____ as LANDLORD and _____ as TENANT for the property described as _____.

The said agreement is as follows:

Please tick and initial the agreed arrangement below as per options:

○ OPTION 1

Rent Adjustment \$ _____: Initial _____

From: \$ _____ to: \$ _____
(Present Rent) (Adjusted Rent)

From Date: _____ to Date: _____
Duration of Adjustment: _____

○ OPTION 2

Deferment of Rent with an agreed payback option: Initial _____

Amount of rent to be deferred: \$ _____
Duration of deferral: _____
Pay back date on or before: _____
From Date: _____ to Date: _____
Date of Payment: _____

○ **Option 3**

Total of Rent Forgiveness: \$ _____ **Initial** _____

From Date: _____ to Date: _____

The above actions do not exceed 90 days from the signed agreement.

By signing, Landord and Tenant(s) agree to the above chosen option. Where applicable, Landlord and Tenant(s) agree that all terms and conditions of their original lease agreement remain in full effect during the Landlord and Tenant arrangement.

DATE

DATE

Signature of Landlord(s) /Agent

Signature of Tenant(s)

Mailing Address

Mailing Address

Contact Number

Contact Number

Email Address

Email Address