

**EMERGENCY POWERS (COVID 19) (SPECIAL PROVISIONS) (AMENDMENT) (NO. 3) ORDER, 2020**

**Arrangement of Orders**

---

**Order**

1.	Citation.....	2
2.	Repeal and replacement of order 4B of the principal Order.....	2
3.	Insertion of new order 17 into the principal Order.....	2

**EMERGENCY POWERS (COVID 19) REGULATIONS, 2020  
(CHAPTER 34)**

**EMERGENCY POWERS (COVID 19) (SPECIAL PROVISIONS)  
(AMENDMENT) (NO. 3) ORDER, 2020**

In exercise of the powers conferred by the Emergency Powers (Covid 19) Regulations, 2020 (*S.I. No. 21 of 2020*), I **HEREBY** make the following Order —

**1. Citation.**

This Order, which amends the Emergency Powers (Covid 19) (Special Provisions) Order, 2020 (*S.I. No. 32 of 2020*), may be cited as the Emergency Powers (Covid 19) (Special Provisions) (Amendment) (No. 3) Order, 2020.

**2. Repeal and replacement of order 4B of the principal Order.**

Order 4B of the principal Order is repealed and replaced as follows —

**“4B. Road Traffic Act.**

- (1) The requirement to present any vehicle for inspection for the renewal of a license issued under the Road Traffic Act (*Ch. 220*) which expired during the state of public emergency, is suspended from the 17<sup>th</sup> day of March, 2020 for the duration of the state of public emergency and extending sixty days thereafter.
- (2) Notwithstanding paragraph (1) —
  - (a) the responsibility to ensure that a vehicle is roadworthy is the responsibility of the owner of that vehicle;
  - (b) the fee for the inspection of any vehicle and renewal of any license issued under the Road Traffic Act (*Ch. 220*) shall be payable at the time of renewal of that license.”.

**3. Insertion of new order 17 into the principal Order.**

The principal Order is amended by the insertion immediately after order 16 of the following new order —

**“17. Rental assistance program.**

- (1) Commencing the 1<sup>st</sup> day of April, 2020, a tenant under a residential lease who is obligated to pay a monthly rent of two thousand dollars or less and who —
  - (a) is a Bahamian or a legal resident of The Bahamas;

- (b) as a result of the state of public emergency is unemployed or is on a reduced income; and
  - (c) has no arrears of rent due under the lease prior to the 31<sup>st</sup> day of March, 2020,
- shall be eligible for a deferral of forty percent of his monthly rent for a period of three months.
- (2) Subject to paragraph (1), a landlord shall —
    - (a) grant to his tenant, a deferral in rent where the tenant makes a request for a deferral and provides documentary evidence supporting the particulars specified in paragraph (1)(a) and b); and
    - (b) provide the tenant with a written agreement evidencing the terms of the deferral referred to in subparagraph (a) and such agreement shall not alter any other terms of the existing lease between the parties;
    - (c) be entitled to verify the legitimacy of any documentary evidence provided in accordance with subparagraph (a).
  - (3) A tenant who fails to sign a written agreement evidencing the terms of the deferral, shall not be entitled to the deferral.
  - (4) The tenant shall be obligated to pay the balance of the rent deferred in accordance with paragraph (1) over a period —
    - (a) of twelve months from the date of the deferral; or
    - (b) a longer period as may be agreed by the tenant and the landlord.
  - (5) No landlord shall, prior to the expiration of the three month period referred to in paragraph (1) —
    - (a) evict or attempt to evict any tenant —
      - (i) who has applied and been granted a written agreement for the deferral of rent under paragraph (2); or
      - (ii) where the landlord has failed to agree to grant the deferral; or
    - (b) disconnect or cause another to disconnect any supply of water or electricity connected to the premises being leased by that tenant,

provided that nothing in this paragraph shall prohibit a landlord from evicting a tenant for any reason permitted under the lease other than for the non-payment of rent.
  - (6) Notwithstanding paragraph (1), a tenant who is eligible for a deferral under this order may opt to pay —

- (a) more than sixty percent of the monthly rent or the full monthly rent;
  - (b) the deferred balance before the expiry of the period for payment referred to in paragraph (3).
- (7) A landlord shall —
- (a) keep proper records and issue receipts to a tenant for all sums paid under this order or any agreement made otherwise;
  - (b) put in writing any agreement made between himself and the tenant and both parties shall sign the agreement.
- (8) Any residential lease which expires or is due to expire during the state of public emergency shall be extended from the date of expiration thereof on a month-to-month basis not exceeding a period of three months except that this provision shall not apply where —
- (a) a tenant gave notice that he did not intend to renew the lease; or
  - (b) a landlord entered into an agreement to lease the premises to another person prior to the coming into force of this order.
- (9) Where a landlord fails to agree to grant a deferral, he may recover any unpaid rent as a civil debt, after the expiry of the state of public emergency.
- (10) For the purpose of this order, a “residential lease” includes any tenancy arrangement or agreement, whether made orally or in writing or is periodic or otherwise.”.

Made this 4<sup>th</sup> day of May, 2020

  
PRIME MINISTER