



Commercial Rent (Coronavirus) Act 2022

2022 CHAPTER 12

PART 1

INTRODUCTORY PROVISIONS

3 “Protected rent debt”

- (1) A “protected rent debt” is a debt under a business tenancy consisting of unpaid protected rent.
- (2) Rent due under the tenancy is “protected rent” if—
 - (a) the tenancy was adversely affected by coronavirus (see section 4), and
 - (b) the rent is attributable to a period of occupation by the tenant for, or for a period within, the protected period applying to the tenancy (see section 5).
- (3) Rent consisting of interest on an unpaid amount within section 2(1)(a) or (b) is to be regarded for the purposes of subsection (2)(b) as attributable to the same period of occupation by the tenant as that unpaid amount.
- (4) A period of occupation by the tenant that began, or ended, at a time during a particular day is to be treated as including the whole of that day.
- (5) If any rent due under the tenancy is attributable to a period of occupation by the tenant of which only part is of the description in subsection (2)(b), then so much of the rent as can be reasonably attributed to that part of the period is protected rent.
- (6) An amount treated by section 2(4) as unpaid rent is to be regarded as unpaid protected rent if the rent debt that was satisfied (in whole or part) by drawing it down from the tenancy deposit would otherwise have been a protected rent debt.