### Arrangement of Orders

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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.**


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   Order 4B of the principal Order is repealed and replaced as follows —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 17th 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 1st 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 31st 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 4th day of May, 2020

PRIME MINISTER