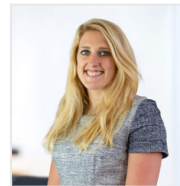




# Forfeiture Moratorium Expiring on 25 March 2022

## AUTHOR / KEY CONTACT



Rebecca Stubbs  
Associate

✉ [rebecca.antill@LA-law.com](mailto:rebecca.antill@LA-law.com)  
☎ 01202 786193

It does seem a long time since the introduction of Section 82 of the Coronavirus Act 2020 ('the Act') which meant that a landlord could not forfeit a commercial lease if a tenant had accrued substantial arrears. A landlord could however forfeit for any other breach of the lease other than non-payment of rent. Whilst the moratorium was extended, it is now due to **expire next month on 25 March 2022**.

The moratorium concerns the relevant period which is between 25 March 2020 and 25 March 2022 and the Act provides that a landlord cannot waive the right to forfeit for unpaid rent during the relevant period by sending rent demands unless an express waiver is given in writing.

As the expiry of the moratorium looms, landlords need to be very careful in their approach if they are still struggling to recover rent arrears from their tenants and are looking to forfeit on this basis. Rent also includes any sum payable under the business tenancy, such as insurance, service charge and interest.

Therefore all agents and landlords who are looking to send out rent demands ahead of the March quarter, do need to be very careful as by doing this you could be waiving the right to forfeit when the moratorium is lifted.

If you need any advice regarding this, do reach out to one of our Team and please contact our expert property litigation lawyers by emailing [online.enquiries@la-law.com](mailto:online.enquiries@la-law.com).

If you are however considering issuing a claim to recover the rent arrears, please do read our [previous article](#) which discusses the imminent Coronavirus Bill as far as we currently understand it.