

SCHEDULES

SCHEDULE 2

TEMPORARY MORATORIUM ON ENFORCEMENT OF PROTECTED RENT DEBTS

Using CRAR (the commercial rent arrears recovery power)

- 4 (1) The landlord may not, during the moratorium period for the protected debt, use CRAR in relation to the debt.
- (2) This means that during that period—
- (a) an authorisation to exercise CRAR on behalf of the landlord in relation to the protected debt may not be given,
 - (b) a notice of enforcement may not be given in relation to the protected debt on behalf of the landlord, and
 - (c) the protected debt is to be disregarded in calculating the net unpaid rent for the purposes of section 77 of the Tribunals, Courts and Enforcement Act 2007 (the rent recoverable using CRAR).
- (3) In this paragraph “CRAR” and “notice of enforcement” have the same meaning as in Chapter 2 of Part 3 of that Act.
- (4) In section 77 of that Act, after paragraph (b) of subsection (1) insert “;
- (c) it is not excluded from recovery using CRAR by paragraph 4 of Schedule 2 to the Commercial Rent (Coronavirus) Act 2022 (temporary moratorium on enforcement of protected rent debts).”