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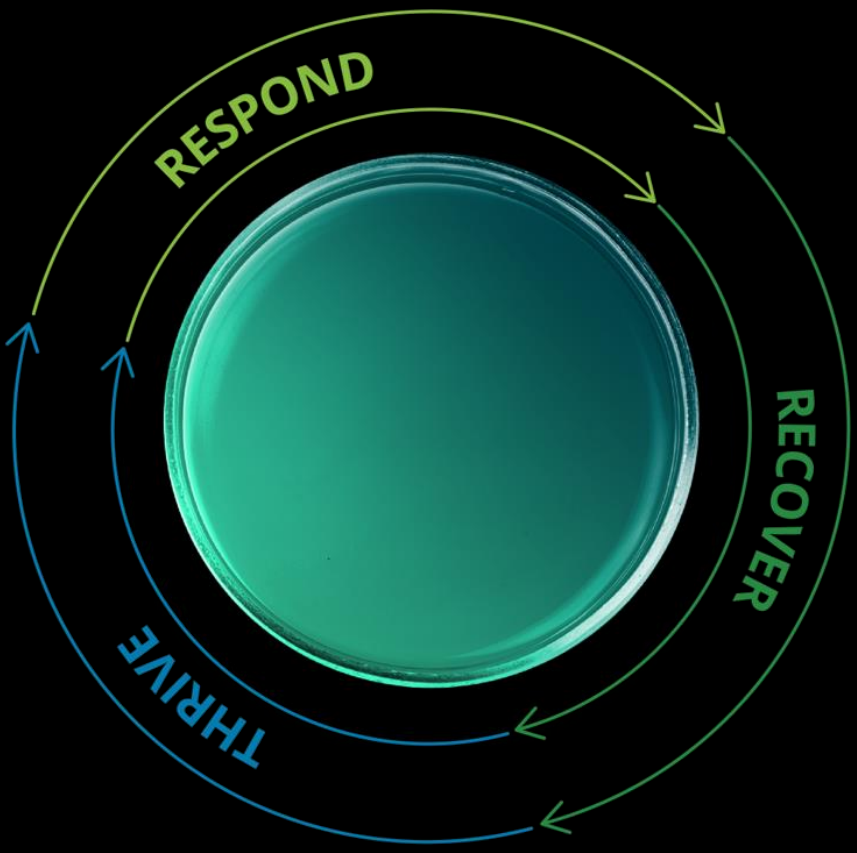

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Payment of rent in times of the COVID-19 Pandemic

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Payment of rent in times of the COVID-19 Pandemic

The COVID-19 Pandemic poses particular challenges for the parties to existing leases - as well as numerous other parties involved in long-term contractual arrangements. The following article examines the question of temporary suspension or reduction of rent payments in commercial leases in times of the Pandemic.

I. Background

On April 15, 2020, the German government decided to relax some of the restrictions imposed to combat infection. Further relaxation followed with the decisions of 6 May 2020. As a result of the agreed relaxation, not only health care facilities, supermarkets, pharmacies, drugstores, banks and other key facilities (e.g. post offices), but also other retailers, bicycle dealers and bookstores could be reopened to the public for the first time - albeit subject to federal state-specific regulations. Further loosening of restrictions concerned the reopening of museums, exhibitions and memorials as well as

zoos and botanical gardens. In the meantime, limited catering operations have also been restored in some federal states.

However, for a large number of commercial enterprises - such as hotels, bars, discotheques, cinemas, theatres, fitness studios and other leisure facilities - the restrictions will remain in force for the time being, while for others - such as cafés and restaurants - they have been relaxed but do not yet allow normal operation.

This has an impact not least on existing tenancies. While tenants are often unable to generate any income from their activities, or can only generate significantly reduced income due to closure, payment obligations generally continue to exist as considerable elements of fixed costs. The challenges this poses continue to affect those commercial enterprises that benefit from the first easing measures. In many cases, the loss of sales resulting from the closure measures ordered by the authorities is final. For others, the losses in turnover persist because the businesses were or are only allowed to be opened to the public to a limited extent (e.g. to prescribed opening hours and/or a prescribed maximum number of customers present at the same time).

With the outbreak of the COVID-19 Pandemic in Germany and the enactment of infection control measures, some large commercial tenants, especially corporations and large non-food retailers, announced their intention to (completely) discontinue rental payments for the months of April, May and June 2020 - regardless of the availability of liquid funds and/or existing reserves. However, many smaller commercial tenants also attempted to pay no or only reduced rent for these months. This in turn presented the landlords concerned, at least in part, with liquidity bottlenecks, and challenges in meeting ongoing obligations arising from financing and management agreements concluded by them, liabilities or obligations towards shareholders, etc.

Following on from our article published on March 24, 2020 on the effects of the COVID-19 Pandemic on existing tenancies, the following article examines further details of how to deal with commercial leases against the background of the pandemic.

II. Legal model of risk distribution in commercial tenancy law

Germany law regulates the main obligations of the parties for all rental contracts in § 535 BGB as follows: The lessor owes the transfer of use of the rental object, while the lessee owes the payment of the rent. These duties are in a so-called synallagma, so that each party is obliged to fulfil its duty precisely because the other party in turn fulfils its duty.

For tenancies of commercial premises, the prevailing opinion in legal literature and case law to date accordingly assumes the following distribution of risk: The landlord bears the risk of the suitability of the leased property for the agreed use, whereas the risk of use, i.e. the risk of being able to generate turnover and, if possible, profit from the agreed use, generally lies with the tenant. As a result, this means that the lessee is generally obliged to pay rent, irrespective of the turnover actually generated, as long as the lessor makes the leased object available to him and it is suitable for the agreed use.

Since the COVID-19 Pandemic led to considerable restrictions of commercial traffic and revenue losses for many commercial tenants, the question arises whether and to what extent a deviation from this traditional distribution of risk might be appropriate and/or even be required by the legal provisions and/or general principles of German law. The main question is of course whether a tenant should still be obliged to pay the rent (in full) even in a situation in which he cannot generate revenues due to the Pandemic for which neither he nor the landlord is responsible - or due to measures ordered to contain it.

III. Possible deviations from the legal risk distribution with regard to the rent payment obligation

Suitable starting points for a deviation from the risk distribution described above can result from contractual agreements as well as legal regulations or general legal principles.

#rent
#paymentofrent
#riskdistribution

In the following, contractual agreements in the form of force majeure clauses and turnover-based rental agreements will be considered first, as these - assuming they are effective - may contain concluding regulations and/or assessments that take precedence over the statutory provisions. Thereafter, explanations are given on regulations of statutory law.

1. Contractual agreements

a) Force majeure clauses

Rental agreements may contain provisions for exceptional circumstances such as pandemics, epidemics or officially ordered plant closures. Furthermore, general provisions for cases of force majeure, so-called force majeure clauses, are conceivable. Both forms of regulations occur in practice, although not very frequently.

The extent to which the COVID-19 Pandemic is covered by a contractual regulation that does not explicitly refer to pandemics, epidemics or official closure orders must be examined and assessed separately for each individual case. Insofar as a force majeure clause refers to the occurrence of force majeure events for certain legal consequences, the Pandemic - provided that the underlying contract was concluded before the Pandemic became known and does not contain a definition of the term "force majeure" that deviates from the principles established by case law - could generally constitute a situation covered by the clause. This is because case law defines force majeure as an external event that has no operational connection, cannot be foreseen or averted by exercising reasonable care and cannot be attributed to the risk sphere of a contracting party. Since case law has already confirmed that epidemics can constitute a case of force majeure, the worldwide COVID 19 Pandemic should generally be classified as a case of force majeure.

If the requirements for the application of a contractual force majeure clause or a clause explicitly referring to pandemics, epidemics or official closure orders are met, the legal consequences with regard to the obligations of the parties and thus also the handling of the obligation to pay rent are governed by the specific contractual agreement. Conceivable are, for example, a (temporary) rent reduction, a (temporary) moratorium on the obligation to pay rent, a deferment of payment or even a right of the tenant to withdraw from the contract.

In the case of clauses that significantly alter the legal distribution of risk in favour of one of the parties to the contract, the question of their effectiveness always arises. Provided that a clause is within the scope of what is usual and has been individually negotiated and individually agreed upon by the parties, there should be no major objections to its effectiveness. On the other hand, the situation may be different if clauses which unilaterally alter the distribution of risk are contained in the general terms and conditions of landlords or tenants with strong market power. In the case of clauses enforced by tenants with strong market power which shift the risk of use to the landlord, the tenant may be accused of unreasonably disadvantaging the landlord pursuant to § 307 (1) BGB if the respective agreement is subject to an examination of the general terms and conditions of business - as it deviates substantially from the conventional distribution of risk in commercial tenancy law. If a tenant therefore refuses to pay the rent on the basis of such a provision introduced by the tenant, a court

could consider this to be contrary to contract in the event of a dispute due to the invalidity of the clause.

b) Revenue-based rental agreements

Revenue-based rental agreements in commercial leases are characterised by the fact that the lessor participates in the economic success of the tenant to a predetermined extent. This could mean that, in the case of a turnover-based rent, the landlord has to a certain extent assumed the risk of use of the rented property, so that the agreement of a turnover-based rent entails a change in the classic distribution of risk. Whether and to what extent this is the case can only be assessed on the basis of a case-by-case examination of the relevant contractual clauses.

In the vast majority of cases, turnover-linked rental agreements are structured in such a way that the tenant owes a minimum or base rent - irrespective of the turnover generated - while he is only obliged to make further rental payments depending on the turnover that is generated. In general - and subject to specific agreements to the contrary - it should therefore apply to classic turnover-linked rental agreements that the tenant remains obliged to pay the minimum or base rent even in times of the COVID-19 Pandemic, and a partial shift of the turnover risk to the landlord can only be considered for rental payments that exceed the minimum or base rent.

2. Regulations of statutory law

If contractual agreements with regard to an exceptional situation such as the COVID-19 Pandemic do not exist or are not effective, the question arises whether and, if so, to what extent legal provisions could justify a "Pandemic" relief of the tenant from the obligation to pay rent.

In this context, particular attention should be paid to the law on mitigating the consequences of the COVID-19 pandemic in civil, insolvency and criminal proceedings of 27 March 2020 ("COVID-19 Pandemic Act"), as well as to the law on warranties for defects in rental agreements, the general provisions on impossibility under the law of obligations and, finally, the principles of frustration of contract (clausula rebus sic stantibus) as laid down in Section 313 of the German Civil Code.

Furthermore, it is necessary to examine what options the landlord has in the event of non-payment, whether the landlord can, for example, assert claims for payment of rent, whether the landlord is entitled to recourse to a rent-security provided by the tenant in the event of non-payment of rent and whether the tenant is obliged to replenish the rent-security in the event of recourse to a rent-security.

a) COVID 19-Pandemic Act

Article 5 of the COVID-19 Pandemic Act, which came into force on 1 April 2020, introduced a provision in Article 240 of the Introductory Act to the Civil Code (EGBGB), according to which a landlord "may not terminate a lease of land or premises on the sole ground that the tenant does not pay the rent in the period from 1 April 2020 to 30 June 2020 despite being due, if the non-payment is due to the effects of the COVID-19 Pandemic. The connection between the COVID 19 Pandemic and non-payment must be substantiated. Other termination rights remain unaffected."

These new regulations, which are imperative to the advantage of the tenant, apply equally to leases (Pachtverträge). Further-reaching proposals discussed in the course of the legislative procedure were not incorporated into the Act.

The above-mentioned regulations are applicable until June 30, 2022, so that a termination due to failure to make subsequent payment of the rent/lease for the period

specified in the regulations by the landlord/landlady is possible again from July 1, 2022.

Furthermore, the Federal Government has been authorized to extend the limitations on termination in case of the continuation of the COVID-19 Pandemic to arrears of payment in the period from July 1, 2020 to September 30, 2020 by ordinance without the consent of the Bundesrat, and by further ordinance with the consent of the Bundestag and without the consent of the Bundesrat to arrears of payment beyond September 30, 2020. At present, it is not apparent that use will be made of these extension options.

The COVID-19 Pandemic Act, which was drafted and enacted within a very short period of time, contains only a restriction of the landlord's right to terminate the lease in case of default of payment as provided for in the German Civil Code (BGB) and, at least at first glance, does not make any statement about the continued existence of the obligation to pay rent as such. Nevertheless, it is clear from the legislative materials that the Act was not intended to release the tenant from an existing obligation to pay rent, but rather to ensure that this obligation continues. The wording of the new provisions also speaks of non-payment of rent "despite being due". The restriction on termination is only intended to protect the tenant against the loss of a rented apartment or business premises due to a liquidity bottleneck caused by the particularities of the COVID-19 Pandemic.

Due to the intended period of validity of the special regulations, the rent owed is to be paid in arrears by the end of this period of validity at the latest, i.e. by June 30, 2022, if it cannot currently be paid due to Pandemic-related payment difficulties. Otherwise, the lessor can (then again) make use of his right of termination according to the German Civil Code.

Since the rent is generally still payable according to the statutory provisions, non-payment - with the exception of the lessor's right of termination - generally results in all consequences of default provided for in the German Civil Code (e.g. obligation to pay interest).

With regard to the moratorium on termination, it must also be taken into account that the COVID 19 Pandemic Act only limits the landlord's right to terminate the lease if the tenant can credibly demonstrate that the non-payment is causally due to the

particularities of the Pandemic phase and the associated liquidity bottlenecks. If capable tenants do not pay rent despite liquidity or existing reserves, it is at least questionable whether such behaviour is covered by the protective purpose of the COVID-19 Pandemic Act. Some argue in favour of the tenants with the wording of the Act and take the view that only an objective fact, namely non-performance, must be based on the Pandemic and only proof of this must be provided; others argue in favour of the landlords with the explanatory memorandum to the Act, which states that the regulation should only apply to tenants who have liquidity problems due to the Pandemic, making it impossible for them to meet their payment obligations. Here it remains to be seen how case law, in particular the higher courts and the Federal Court of Justice, will react to the underlying issues - predictions in this regard are almost impossible.

While the COVID-19 Pandemic Act generally aims to maintain current tenancies and the resulting contractual obligations in times of the Pandemic, it is not clear from the explanatory memorandum to the Act that the Act is intended to have a blocking effect in relation to other statutory regulations, in particular the right to rent reductions due to material defects and defects of title or frustration of contract. Whether and to what extent these regulations may result in a restriction of the rent payment obligation due to the Pandemic will therefore be examined in more detail below.

b) Reduction of rent due to material defects and defects of title pursuant to § 536 (1) BGB

Some commercial tenants stopped paying rent when the authorities issued closure orders, claiming that they were entitled to a reduction (to zero) due to an existing defect in the rented property.

In (commercial) tenancy law, a defect is generally understood as a negative deviation of the actual condition of the rented property from the agreed specified condition. A defect can be justified not only by actual circumstances but also by legal circumstances.

With regard to the question of whether a closure order addressed to a commercial tenant can justify a defect in the object rented for the tenant´s business operation, it must first be taken into account that, according to the case law of the Federal Court of Justice, public law restrictions on use, which also include closure orders issued on the basis of the German Protection against Infection Act, can only constitute a defect of the rented object under certain conditions. This requires that the restrictions of use are directly based on the specific quality, the specific condition or the location of the rental object concerned. For only in this case is the sphere of risk of the landlord, who is obliged according to § 535 BGB (German Civil Code) to maintain the leased object in a condition suitable for use in accordance with the contract, is affected. If, on the other hand, restrictions of use under public law are primarily based on personal or operational circumstances of the lessee, there is no direct connection to the object of the lease, so that only the risk of use - to be borne solely by the lessee - is affected.

The closure orders issued on the basis of the Infection Protection Act were primarily directed against the businesses maintained in commercial premises and the dangers of people gathering in such businesses. The focus is therefore not directly on structural and object-related conditions or circumstances, but rather on the specific type of use of commercial property that promotes public traffic and thus favours infections.

These points of reference were decisive for the issuing of the closure orders, irrespective of the nature, the structural condition or the concrete location of a commercial property. The decrees thus affected operational circumstances which - at least ac-

cording to conventional opinion - are exclusively part of the tenant's risk of use. According to traditional opinion, the closure orders should therefore not, in the vast majority of cases, justify a defect in the rented business premises leading to a reduction in rent.

Also the COVID-19 Pandemic itself does not justify an environmental deficiency of a commercial property, as it does not directly affect the usability of the property. The infection with the COVID-19 virus alone does not necessarily and directly lead to the fact that it would be considerably more difficult to visit or use the property - unlike, for example, floods or severe storms. Rather, a governmental closure order is required as an intermediate step in restricting use. However, since the closure order, as explained above, has no direct connection to the property, but is exclusively based on the type of use, it does not constitute - at least according to the conventional, hitherto interpretation - a defect of the rented property.

c) Befreiung von der Gegenleistungspflicht gemäß §§ 326 Abs. 1, 275 Abs. 1 BGB

It is possible, however, that the tenant could be exempted from the obligation to pay rent pursuant to § 326, Subsection 1, BGB, because the landlord was unable to fulfil the contractually assumed obligation, namely the transfer of the rented object for the agreed purpose, due to the closure orders. However, it must be taken into account that the provisions of the general law of obligations regarding the impossibility are, in the predominant opinion, superseded by the law of defects under tenancy law as soon as the rental object has been handed over to the lessee.

Furthermore, the restrictions resulting from the closure orders are likely to be a temporary interruption of the purpose and not a complete loss of purpose. Such cases should therefore, unless the provisions of the special law of obligations are relevant, be solved by means of the figure of frustration of contract in accordance with § 313 BGB.

d) Frustration of contract (clausula rebus sic stantibus) pursuant to § 313 BGB (German Civil Code)

The principles of frustration of contract are derogations which, in exceptional circumstances and subject to conditions which must be interpreted strictly, are intended to derogate from the principle of pacta sunt servanda and allow the contract to be adapted or even terminated. They are the result of a general idea of justice as well as the principle of good faith and were applied for the first time under the German Civil Code in the course of contractual disturbances caused by the outbreak of the First World War.

The recourse to the principles of the discontinuation or disturbance of the basis of the transaction is of a subsidiary nature. Thus, if contractual agreements or legal regulations contain final provisions for a given situation, there is no room for the application of § 313 BGB.

As already explained, the COVID-19 Pandemic Act does not in any case have a blocking effect on the question of the obligation to pay rent in times of the Pandemic, so that the application of the principles can generally be considered. It is true that the rent owed should generally continue to be paid under the provisions of this Act. However, it is not clear from the legislative materials that the tenant should be denied recourse to § 313 BGB in individual cases. Furthermore, when interpreting the provisions of the COVID-19 Pandemic Act, it must not be neglected that this law was drafted in a very short period of time, so that a blocking of the recourse to other provisions intended by the legislator should only be considered with great caution.

Nor is it likely that the defects legislation will have a blocking effect on the question of the adjustment of the rent payment obligation due to the COVID-19 Pandemic. For, as already explained above, Pandemic-related closure orders do not constitute a defect in the rented properties affected. Finally, it must be taken into account that the law on defects applies to contract-related defects, whereas § 313 BGB refers to special exceptional circumstances lying outside the contract, which, under conditions that must be interpreted narrowly, could in individual cases allow the contract to be adjusted or terminated.

The conditions of § 313 BGB are fulfilled if circumstances which have become the basis of the contract have changed significantly after conclusion of the contract and if the parties, had they foreseen this change, would not have concluded the contract or would have concluded it with a different content and if it is unreasonable for at least one party to adhere to the unchanged contract taking into account all circumstances of the individual case, in particular the contractual or statutory distribution of risk.

The spread of the COVID-19 virus in Germany led to considerable restrictions on commercial business, which is likely to be seen as a serious change in the economic basis on which many commercial leases are concluded. Furthermore, if many commercial tenants had foreseen the COVID-19 pandemic, they would probably not have concluded the lease agreements or would not have concluded them solely with the actually agreed content (for example, they would have tried to include a force majeure clause in the contract to partially cushion their risks). It remains questionable, however, whether and to what extent landlords would have agreed to such agreements - it can hardly be assumed that the landlords would have agreed without hesitation to bear the relevant risks on their part if they had been aware of them.

Another problem is the element of reasonableness of adhering to the unchanged contract in consideration of the contractual or legal distribution of risk. § 313 of the German Civil Code is generally not intended to remedy the situation if for one party only materialises the risk which it has to or would have to bear anyway on the basis of the contractual or statutory distribution of risk . As already explained, it is in line with the state of opinion in literature and case law that in a commercial lease the tenant bears the risk of use of the leased property. It can be argued that the restrictions imposed to contain the pandemic have manifested exactly this risk. This would strongly suggest that there is no room for an adjustment of the rent payment obligation according to § 313 BGB.

However, in the past, case law has already allowed the principle of risk distribution to be softened in extremely exceptional cases, namely where "an unforeseen development occurs with consequences for one party that may be of existential significance". According to case law, where exactly the limit of existential significance or the limit of reasonableness lies should depend on the type of contract, the duration and extent of the disruption that has occurred and other circumstances of the individual case.

Unfortunately, it is not possible at this point and at present to make a generally valid statement as to whether a commercial tenant can be entitled to an adjustment of his obligation to pay rent under § 313 BGB. This would require a careful examination of the circumstances of each individual case, taking into account the concrete contractual arrangements as well as the possibility and reasonableness for the tenant to generate income in times of the Pandemic in another way - for example by switching to online offers, delivery services or voucher models, etc. The tenant's ability to take advantage of state aid should also be taken into account. Other aspects to be considered are likely to be the duration of the restrictions imposed by the COVID-19 Pandemic, a possible enlargement of state financial aid, and the possible consequences for the landlord of an adjustment of the rent payment obligation.

Taking into account historical decisions and their context, the application of the principles of frustration of contract is not obvious, but it is not excluded - if it is considered that it would not be appropriate to place the economic risk of Pandemic restrictions exclusively on tenants, then the application of frustration of contracts seems the most appropriate under the available legal instruments.

If the requirements of § 313 BGB are fulfilled in an individual case, the legal consequence is likely to be an adjustment of the lease, in particular the obligation to pay rent. At this point, too, the legal distribution of risk must be taken into account, according to which the tenant generally has to bear the risk of use. The effect of the adjustment on the landlord's current financial obligations in connection with the lease agreement must also be taken into account. In no case should § 313 BGB justify the tenant's withdrawal from the lease, as this would imply a transfer of the risk of use to the landlord, which would be contrary to the exceptional character of § 313 BGB. It might be possible to distribute the risk from Pandemic-related restrictions to both parties to the contract - in this way the courts could help to ensure that a result, which should actually be achieved by negotiation, is achieved by court decision.

e) Recourse to rental collateral

Unless the rent is reduced or deferred due to relevant contractual regulations or an exceptional case according to § 313 BGB, the tenant remains obliged to pay the rent. Nothing else entails from the - often misunderstood - provisions of the COVID-19 Pandemic Act. This Act does not provide for a moratorium on rent payments, but a moratorium on termination and does not state that rent payments are not due anymore.

If the tenant is in arrears with payment of undisputed rent claims or rent claims not seriously disputed between the parties, the landlord is generally entitled, in accordance with the general provisions, to realize a rent security deposit provided by the tenant in the amount of the payments not made.

Contractual agreements, which may contain additional conditions or even facilitations for the realization of the rental collateral, must - assuming they are effective - of course be observed. For example, contractual clauses may stipulate that the realization of the rental collateral requires termination of the rental agreement so that realization is not possible during the term of the rental agreement. Also conceivable are clauses which permit realization in the event of disputed claims. Whether and to what extent a right of realization exists therefore always requires an individual case examination.

Even if a right of exploitation is established in accordance with contractual agreements, landlords should carefully examine whether they really want or have to make use of it. In enacting the COVID-19 Pandemic Act, the legislator obviously overlooked some of the consequences of the amendments adopted, and in any case did not introduce any regulation governing collateral - it was probably not his intention, however, to undermine the intended protection of tenants by the landlord's realization of collateral. Therefore, contractual agreements between landlord and tenant, which also regulate questions about access to rental collateral, seem to be the preferred route. In any case, it must be carefully examined whether a right of realization actually exists - a realization in the absence of a right of realization can result in unpleasant consequences for the landlord.

In the event of a lawful realization of the rental collateral by the landlord, the tenant is obliged to replenish the collateral up to the amount of its original value in accordance with the legal concept of § 240 BGB, even without an express provision in the rental agreement. This also applies if the landlord realizes the rental collateral due to non-

payment of rent which is due during the period regulated by the COVID-19 Pandemic Act and therefore does not entitle the tenant to terminate the lease until June 30, 2022.

However, should a replenishment be omitted in connection with receivables attributable to the period covered by the COVID-19 Pandemic Act, it must be taken into account that the protective purpose of this Act could limit or exclude the lessor's right of termination, which usually exists in the event of failure to replenish the rental collateral. This restriction could thus exist for the entire period of validity of the COVID-19 Pandemic Act, i.e. until June 30, 2022. It remains to be seen whether the courts will apply the COVID-19 Pandemic Act to cases of this kind or interpret the regulation in this way.

IV. Conclusion

Unless otherwise provided for in effective contractual agreements, commercial tenants are obliged to pay the agreed rent, even if only at different times, in view of the restrictions imposed in connection with the COVID-19 Pandemic.

Under certain circumstances, tenants may be entitled to a - temporary - rent reduction, in particular if the principles of frustration of contract in accordance with § 313 BGB are applied. Tenants should take this into account in any negotiations with landlords and expressly reserve the right to assert the corresponding rights.

Suspension of (parts of) the rental payments should generally only be made after an attempt has been made to reach prior agreement with the landlord.

Suspension of payments may lead to a right of realization of the security provided by the tenant on the part of the landlord, which may be associated with replenishment obligations for the tenant.

Landlord and tenant should closely follow further developments in legislation and case law.

Overall, landlords and tenants are strongly advised to negotiate mutually acceptable solutions that take into account all the circumstances described here. As explained in our previous articles, the COVID 19 Pandemic is an exceptional situation that needs to be managed appropriately. Since neither the tenant is likely to be interested in losing his rental property nor the landlord in seeking subsequent tenants in times of the Pandemic, the consequences and risks of the rights described above with regard to the tenancy should be examined and weighed up first and before they are exercised, taking into account the current legal situation..

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