During the weekend, the Polish Sejm (the lower house of parliament) passed the so-called “Anti-Crisis Shield Act” bill. The draft will now be debated in the Senate before being signed into law by the President and becoming effective on 1 April. The document may still undergo certain changes further down the legislative path.

Pursuant to Article 15 of the Anti-Crisis Shield Act, during the ban on trading at retail facilities offering a sales area of more than 2,000 m², in accordance with the relevant provisions, the mutual obligations of the parties to lease relations shall expire. In other words, a tenant who cannot trade due to the COVID-19 ban will not be obliged to pay rent and other lease payments, and the landlord will not be obliged to allow the tenant to use the premises. Also, other lease rights and obligations will expire. The Article is silent on the goods stored on the premises and the tenant’s right to enter the premises, which has not been well received by Polish retailers. The landlord may certainly decide to offer the tenant paid storage services on the premises. If the tenant refuses the offer, the goods must be
immediately removed by the tenant at its cost.

Also, **the tenant must submit to the landlord an unconditional and binding statement to the effect that they wish to extend the lease contract under the existing terms and conditions for the duration of the ban plus six months. The statement is to be submitted within three months of the date of the ban being lifted.**

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