

**IN THE MATTER OF AN ARBITRATION  
UNDER THE COMMERCIAL RENT (CORONAVIRUS) ACT 2022**

**AND THE CHARTERED INSTITUTE OF ARBITRATION (“CIArb”)  
COMMERCIAL RENT DEBT ARBITRATION SCHEME RULES**

**BETWEEN:**

████████████████████

**Applicant**

- and -

████████████████████

**Respondent**

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**FINAL AWARD BY CONSENT**

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**RECITALS:**

1. This London-seated arbitration is brought under the Commercial Rent (Coronavirus) Act 2022 and the CIArb’s Commercial Rent Debt Arbitration Scheme Rules.
2. The proceeding concerns a dispute in relation to commercial rent arrears in the amount of ██████████.
3. On 23 September 2022, the Applicant filed a request to appoint an arbitrator pursuant to the CIArb’s Commercial Rent Debt Arbitration Scheme, accompanied by supporting documentation and payment of the relevant fee (which was at that time paid in part, and subsequently paid in full).

4. On 3 February 2023, the parties were informed of my appointment as arbitrator in this dispute.
5. On 6 February 2023, the Applicant informed the arbitrator that the parties wished to stay the arbitration for three months in order to continue settlement discussions, which was confirmed by the Respondent.
6. On 7 February 2023, the arbitrator agreed to stay the proceedings under 5 May 2023.
7. On 4 May 2023, the Respondent informed the arbitrator that the parties wished to extend the stay until 5 June 2023, which was confirmed by the Applicant.
8. On 12 June 2023, responding to the arbitrator's requests for an update, the Applicant confirmed that a settlement had been reached and there was no need to continue these proceedings. This was confirmed by the Respondent, who further indicated that the proceedings could be discontinued and who sought the Applicant's confirmation in this respect.
9. On 20 June 2023, the Applicant also confirmed the proceedings could be discontinued.
10. On 22 June 2023, the arbitrator indicated to the parties that the Guidance to the Commercial Rent (Coronavirus) Act 2022 sets out the following regarding settlement of a dispute:

*12.31. If during the course of the arbitration the parties settle the matter of relief, the tribunal must record the settlement in an agreed award and then terminate the arbitration, whether or not that is requested by the parties.*

11. The arbitrator proposed to issue a final award by consent noting that the parties had entered into a confidential settlement agreement and that, as there was no agreement regarding allocation of costs, that the Applicant would bear the costs

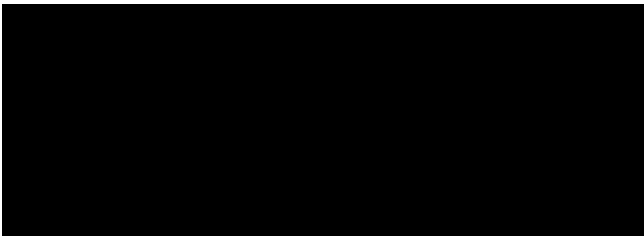
of the arbitration. The arbitrator requested that the parties provide any comments by 23 June 2023.

12. On 22 June 2023, the Respondent confirmed it had no comments. Having not received a response from the Applicant, on 30 June 2023 the arbitrator again invited the Applicant to provide any comments. On 5 July 2023, the Applicant confirmed it was content for the arbitrator to proceed to issue the award. The Applicant also enquired as to the possibility of a partial refund of the fees of the arbitration, and was informed these fees are non-refundable as per the terms of the CIArb Commercial Rent Debt Arbitration Scheme Rules.

**THE TRIBUNAL MAKES THIS FINAL AWARD BY CONSENT:**

As a result of and in connection with the settlement between the Applicant and the Respondent, the parties have asked the Tribunal to make an award in the following terms (to which both parties have consented and the Tribunal has agreed):

13. The payments in relation to the costs and expenses of the CIArb and the Tribunal shall be borne by the Applicant.
14. By virtue of this award, this arbitration is discontinued unconditionally and irrevocably, the Tribunal is discharged and the arbitration proceedings are terminated.
15. This is the Tribunal's final award in these proceedings and all other claims are dismissed.



London, 20 July 2023