

CIArb Case Reference: DAS-01387-X0S8R

IN THE MATTER OF THE COMMERCIAL RENT (CORONAVIRUS) ACT 2022

**AND THE MATTER OF THE ARBITRATION FOR RELIEF FROM PAYMENT OF A
PROTECTED RENT DEBT**

AND IN THE MATTER OF (THE “PREMISES”)

B E T W E E N:

XX

Applicant/Tenant

- and -

YY

Respondent/Landlord

**ARBITRATOR’S FINAL AWARD
(AS AGREED BETWEEN THE PARTIES)**

15 AUGUST 2023

WHEREAS:

- (1) The Applicant is XX of [ADDRESS].
- (2) The Applicant is represented by Mr XY, the Applicant’s Property Director (email:...).
- (3) The Respondent is YY Limited of [ADDRESS].
- (4) The Respondent is represented by YZ with Mr YA having conduct of the matter (email: ...).
- (5) This reference to arbitration relates to a dispute in relation to an application for relief from a Protected Rent Debt in relation to the lease of the Premises dated 6 February 2015 and made between YY and XX (the “Lease”).
- (6) The Applicant is the tenant of the Premises known as **(The “Premises”)** and is not

legally represented. The Respondent is the landlord of the Premises.

- (7) Disputes having arisen the Applicant made a reference to arbitration dated 13 September 2022 pursuant to section 10 of the Commercial Rent Coronavirus Act 2022 (“the 2022 Act”) for relief from payment of a Protected Rent Debt and applied to the President of the Chartered Institute of Arbitrators (“CI Arb”) for the appointment of an arbitrator to determine the disputes.
- (8) I was appointed by the said President of CI Arb and notified of my appointment by letter dated 28 March 2023. I notified the Parties of my appointment by letter on 29 March 2023 at which time I enclosed my Terms for signature by the Parties.
- (9) The law of the contract is English Law, the place of arbitration is England and the language of the proceedings is English.
- (10) On 20 April 2023 the Tribunal was informed that the parties were close to agreeing terms and sought a stay of proceedings.
- (11) By email on 3 July 2023 the Applicant notified the Tribunal that the parties had reached settlement and on 13 July 2023 notified the Tribunal that the terms were to be kept confidential; however, an award should await the parties confirming that the documentation relevant to the terms of settlement was completed. The Respondent concurred with the Applicant’s request.
- (12) On 1 August 2023 the Applicant informed to the Tribunal that the parties had just entered into a binding agreement and on 2 August 2023 this was confirmed by the Respondent.
- (13) Accordingly, the parties finally settled these arbitration proceedings and any and all disputes or differences arising out of or relating to the dispute that gave rise to these arbitration proceedings on terms that are to remain confidential between the parties.

AND WHEREAS I, the said IRVINDER KAUR BAKSHI having been requested to make an award on the following terms (to which both parties have consented and the Tribunal has agreed) deem it appropriate to issue a Final Award disposing of all matters referred to me.

AND ACCORDINGLY, BY AGREEMENT, I HEREBY MAKE AND PUBLISH MY FINAL AWARD AND I AWARD AND DIRECT THAT:

1. The binding terms of settlement agreement reached between the parties are to remain confidential between them unless otherwise provided by that agreement.
2. Pursuant to Section 19(7) of the 2022 Act the parties are required to bear their own costs.
3. The Applicant shall bear the costs and expenses of the Chartered Institute of Arbitrators and the Tribunal, hereby assessed in the sum of £6,000.00, and as already paid by the Applicant to the CI Arb.
4. Pursuant to Section 18 of the 2022 Act an anonymised version of this award shall be sent to the CI Arb for publication on its website.

Place of Arbitration: London

[SIGNED]

I...K...B

Dated: 15 August 2023

Sole Arbitrator