

IN THE MATTER OF AN ARBITRATION

**AND IN THE MATTER OF THE COMMERCIAL RENT (CORONAVIRUS) ACT 2022 AND
IN THE MATTER OF AN ARBITRATION CONDUCTED UNDER THE CHARTERED INSTITUTE
OF ARBITRATORS COMMERCIAL RENT DEBT ARBITRATION SCHEME**

BETWEEN:

[REDACTED]

Applicant

V

[REDACTED]

Respondent

FINAL AGREED AWARD

**Bernadette Barker BA (Hons) Dip Arch RIBA MSc (Construction Law & Arbitration)
FCI Arb C.Arb DipICarb MAE
Chartered Arbitrator
London**

Introduction

1. This is the Final Agreed Award (“Final Award”) in an arbitration (“the Arbitration”) pursuant to the Commercial Rent (Coronavirus) Act 2022 (“CRCA” and/or “the Act”).

2. The Arbitration relates to rent due from the Applicant to the Respondent under a lease between [REDACTED]
[REDACTED] in relation to premises at [REDACTED]
[REDACTED] (“the Premises”).

3. The Applicant is the tenant under the Lease, and the Respondent is the Landlord.

4. The Applicant carries on a business at the premises operating a [REDACTED]

5. Arrears of rent (“the Arrears”) have arisen.

6. On 2 August 2022, the Applicant notified the Respondent of its intention to refer the dispute to Arbitration.

7. The Applicant has made an application under The Commercial Rent (Coronavirus) Act 2022 (“the Act”) for relief and referred on 14 September 2022 the dispute between it and the Respondent to arbitration (“the Reference”) by the Commercial Rent Debt Arbitration Scheme of the Chartered Institute of Arbitrators (“CI Arb”). An approved arbitration body for the purposes of section 7 of CRCA.

8. I accepted my nomination as arbitrator by the CI Arb on 10 March 2023.

9. The Referral by the Applicant sought relief from payment of rent during the protected period.

10. I have carefully considered the Commercial Rent (Coronavirus) Act 2022 and the arbitration scheme that it provides. I have also considered the “*Guidance to arbitrators and approved arbitration bodies on the exercise of their functions in the Act*” (“the Guidance”) dated April 2022. I have considered the Arbitration Act 1996 (AA:1996), which applies to this Arbitration and borne in mind that, as set out in paragraph 1.3 of the Guidance, where there is any inconsistency between CRCA and AA96, CRCA applies.

The Parties

11. The Applicant is [REDACTED]
[REDACTED]

12. The Applicant is represented by [REDACTED],
[REDACTED]

13. The Respondent is [REDACTED] a

14. The Respondent is represented by [REDACTED]

Jurisdiction and Seat of Arbitration

15. The parties were unable to resolve their disputes in relation to the Arrears, and the Applicant commenced the arbitration pursuant to the Act. The Act itself provides the jurisdiction, and the seat of the arbitration is England & Wales.

16. I was appointed as the arbitrator on 16 March 2023 by the CI Arb Dispute Appointment Service following a referral to arbitration (“the Referral”) by the Applicant on 14 September 2022, pursuant to The Commercial Rent (Coronavirus) Act 2022 (“the Act”).

17. The referral is for a Documents Only arbitration.

Procedural Matters

18. The Arbitration has been conducted according to the procedure laid out in the Act as supplemented by the Arbitration Act of 1996.

19. On 17 March 2023, I issued directions giving the parties a timeline for the provision of information for the exchange of formal proposals for resolving the matter of the Applicant’s claim for relief from payment of the Protected Rent Debt, pursuant to section 11 of the Act.

20. On 4 April 2023, I issued directions 02 requesting certain information from the Applicant.

21. On 14 April 2023, I issued directions 03, extending the time for the submission of the revised formal proposal along with supporting information by the Applicant.

22. On 3 May 2023, I issued directions 04 requesting certain information from the Applicant.

Settlement

23. On 20 October 2023, the Respondent's representative emailed me to advise:

'the parties have now agreed and documented a settlement of this matter'.

24. On 20 October 2023, I emailed the Respondent and copied to the Applicant and stated that I was required to record the settlement in an agreed Award and then terminate the arbitration (whether or not this is requested by the parties). I further stated:

'I refer you to paragraph 12.31 of Commercial Rent (Coronavirus) Act 2022 Guidance and Section 51 of the AA96. Can you please therefore advise me of the agreed terms that include on the Award'.

25. On 20 October 2023, the Applicant emailed me to advise:

'The documented terms are:

- 1. Deferred rent arrears = Total arrears of £1,265,098.63 less waiver of £867,909.91 pence = £397,188.72 payable by way of 30 instalments of £13,239.62 starting on the 1st August 2023.*
- 1. Service charge = Arrears of £333,687.27 payable immediately.*
- 2. Insurance = Arrears of £1,406.24 payable immediately'.*

26. On 20 October 2023, the Applicant emailed me to advise:

'We completed on 6th October 2023'.

AGREED AWARD

27. Here follows my Award, which I have made in accordance with sections 51-52 of the 1996 Arbitration Act, as modified by schedule one of the Act.

28. By agreement of the parties, I grant the following relief to the Claimant.

29. The Respondent has agreed to waive £867,909.91 of the protected rent debt of £1,265,098.63 as agreed by the Parties.

30. The Applicant will pay £397,188.72 by way of 30 instalments of £13,239.62 starting on 1 August 2023.

31. The arrears of service charge of £333,687.27 is to be paid immediately.

32. The arrears of insurance of £1,406.24 is to be paid immediately.

33. The arbitration costs, which comprise the appointment fee of £500.00 plus VAT paid to the Chartered Institute of Arbitrators and the tribunal's fee of £6,000.00 plus VAT, initially paid by the Applicant in full, shall be shared equally by the parties. The Respondent shall, therefore, reimburse the Applicant in the sum of £3,250.00 plus VAT within 28 days of the date of this Award.

34. This arbitration is now hereby terminated.

Publication of the Award

35. Pursuant to section 18(2) of the Act, I am required to publish this award. I intend to publish the award on the The Chartered Institute of Arbitrators' website.

Pursuant to Section 18 of the 2022 Act, an anonymised version of this award shall be sent to The Chartered Institute of Arbitrators for publication on its website.

MADE AND PUBLISHED by me, Bernadette Barker, at 20 Kendal Place, Putney, London, SW15 2QZ, the seat of the arbitration, on 6 November 2023.

Bernadette Barker

Bernadette Barker BA (Hons) Dip Arch RIBA MSc (Construction Law & Arbitration) FCIArb
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Chartered Arbitrator
6 November 2023