

IN THE MATTER OF THE ARBITRATION ACT 1996 ("The 1996 Act")  
AS AMENDED BY, AND IN THE MATTER OF.  
THE COMMERCIAL RENT (CORONAVIRUS) ACT 2022 ("The 2022 Act")

AND IN THE MATTER OF AN ARBITRATION BETWEEN

[REDACTED] CLAIMANT

AND

[REDACTED] RESPONDENT

And in the matter of [REDACTED]  
[REDACTED]

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FIRST AND FINAL AWARD BY CONSENT ON THE RELIEF OF RENT TO BE GRANTED IN  
RESPECT OF THE PROTECTED RENT DUE UNDER THE COMMERCIAL RENT  
(CORONAVIRUS) ACT 2022

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Of

PAUL ROSE LLM FRICS FCIArb  
ARBITRATOR

7 DECEMBER 2023

## **BACKGROUND**

1. This award is on the amount of relief of rent to be granted that has arisen in an arbitration between the parties under The Commercial Rent (Coronavirus) Act 2022 . The subject property is a [REDACTED]. The Claimant is [REDACTED] which is the tenant of the premises. The Respondent is [REDACTED] which is the Landlord. In this Award I shall refer to each party simply as Landlord or Tenant as appropriate.
2. The parties have been able to agree on the appropriate relief concerning rental arrears arising under the Commercial Rent (Coronavirus) Act 2022; which shall hereinafter be referred to as the CRCA.
3. In this reference the Claimant Tenant, is represented by [REDACTED] having previously been represented by [REDACTED] Solicitors. The Respondent Landlord is represented by [REDACTED] of [REDACTED] Solicitors.
4. Having given Notice of its intention to apply for arbitration to the Respondent and its Solicitors, under the CRCA. on 14 September 2022 the Claimant applied to the Dispute Appointments Service of the Chartered Institute of Arbitrators for the appointment of an arbitrator.
5. I was approached by Dispute Appointments Service of the Chartered Institute of Arbitrators on 20 March 2023 to act as Arbitrator. After checking for conflicts, I advised I would be able to accept the appointment on 21 March 2023.
6. On 23 March 2023, I was appointed to act as Arbitrator by the Chartered Institute of Arbitrators.

## **STATUTE SEAT AND APPLICABLE LAW**

7. This Arbitration is a statutory arbitration pursuant to Section 94 of the Arbitration Act 1996 as amended by the Commercial Rent (Coronavirus) Act 2022.

8. The seat of the Arbitration is England and Wales.

9. The applicable law is that of England and Wales.

## PROCEEDINGS

10. During the appointment phase, the parties had entered into negotiations to settle the rent arrears and to document the settlement.

11. On 27 March 2023 the Claimant requested a stay of proceedings of two months to allow time for completion of documentation. Thereafter the parties requested a further series of stays that culminated in a Case Management Conference which I convened on 5 October 2023.

12. At the Case Management Conference the parties confirmed the terms of agreement.

13. **UPON** the parties having agreed confidential terms of settlement of this matter to settle the rent, service charge and insurance rent arrears that arose during the protected period between and including 21 March 2020 to 18 July 2021

14. **AND UPON** the parties having agreed the terms of this order in the following terms:

14.1 The Protected Period rent, service charge and insurance rent arrears inclusive of VAT and interest, comprising the debt due, amount to [REDACTED]

14.2 The Claimant Tenant shall pay to the Respondent Landlord, the sum of [REDACTED] plus VAT over the course of 24 equal monthly instalments, with payment commencing on [REDACTED] [REDACTED] in full and final settlement of the debt due in my paragraph 14.1 above.

14.3 That the Landlord waives the balance of debt between the sum agreed in my paragraph 14.2 and the debt due in my paragraph 14.1.; and that no further sums are due.

14.4 Each party shall pay their own legal and professional fees and costs.

14.5 The Claimant Tenant shall pay my Arbitral fees and Costs.

**NOW I PAUL ROSE PUBLISH THIS MY FINAL AWARD BY CONSENT OF THE PARTIES, I  
DECLARE DIRECT AND AWARD THAT:**

The Claimant Tenant shall pay to the Respondent Landlord, the sum of [REDACTED] plus VAT over the course of 24 equal monthly instalments, with payment commencing on [REDACTED] in full and final settlement of the debt due in my paragraph 14.1 above.

The Claimant Tenant shall pay my Arbitral fees and Costs.

Each party shall pay their own legal and professional fees and costs.

The terms of this Award shall be kept confidential between the parties and the Arbitrator. Only a redacted copy of this Award may be published by the Chartered Institute of Arbitrators.

Dated this day: 7 December 2023

A handwritten signature in blue ink, appearing to read 'Paul Rose', is written over the date.

**PAUL ROSE LLM FRICS FCIARB Chartered Arbitrator**