

CIArb Case Reference: DAS-01375-S2S1P

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 [address] (THE “PREMISES”)

B E T W E E N:

APPLICANT

Applicant/Tenant

- and -

YY

Respondent/Landlord

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

27 JULY 2023

WHEREAS:

- (1) The Applicant is XX of [address].
- (2) The Applicant is represented by Mr KF, the Applicant’s Property Director (email ...).
- (3) The Respondent is YY of [address].
- (4) The Respondent is represented by ZZ LLP, [address] with Mr CC 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 21 February 2018 and made between YY and XX (the “Lease”).
- (6) The Applicant is the tenant of the Premises known as [address] (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 7 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 16 February 2023. I notified the Parties of my appointment by letter on 21 February 2023 at which time I enclosed my Terms for signature by the Parties.
- (8) The parties sought a stay of proceedings to consider terms of agreement and/ or directions and, on 17 May 2023, Procedural Order (No. 1) by consent was issued giving directions in relation to the conduct of and procedure for the arbitration reference including in respect of the Protected Rent Debt.
- (9) Procedural Order (No. 1) confirmed that the law of the contract is English Law, the place of arbitration is England and the language of the proceedings is English.
- (10) By email on 9 June 2023 the Applicant notified the Tribunal that the parties had agreed terms which would follow. The agreed terms relating to the Protected Rent Debt were conveyed to the Tribunal by the Applicant on 11 July 2023, and those relating to the parties’ costs and Tribunal fees on 13 July 2023.
- (11) By email on 13 July 2023, the Respondent confirmed the terms of settlement were agreed as set out by the Applicant.

AND WHEREAS I, the said I... K... B..., having considered and approved the Terms of Settlement do hereby adopt and 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 Protected Rent Debt (including service charge arrears) for the period 31 July 2020 to 18 July 2021 is assessed at £850,409.73 including VAT.

2. In respect of the sum of at £850,409.73 the Respondent waives and is not entitled to receive the sum of £408,725.57.
3. In respect of the sum of at £850,409.73 the Applicant owes and shall pay to the Respondent the sum of £441,684.17 by way of 18 equal instalments of £24,538.01pcm commencing on 24 August 2023 until such time as the sum due has been duly paid.
4. Pursuant to Section 19(7) of the 2022 Act the parties are required to bear their own costs.
5. 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.
6. 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]

Dated: 27 July 2023

I...K...B

Sole Arbitrator