

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 LIMITED

CLAIMANT

AND

Redacted LIMITED

FIRST RESPONDENT

Redacted LIMITED

SECOND RESPONDENT

acting as nominees for

Redacted LIMITED

THIRD RESPONDENT

acting as general partner of

Redacted LLP

FOURTH RESPONDENT

And in the matter of the PROPERTY KNOWN AS Redacted (“the Property”)

**FIRST AND FINAL AWARD BY CONSENT ON THE 2022 ACT PROTECTED RENT DEBT RELIEF
APPLICATION**

of

PAUL ROSE LLM FRICS FCIArb

ARBITRATOR

4 JULY 2023

BACKGROUND

1. The Claimant, redacted is the lessee of the property. The First to Fourth Respondents inclusive are the landlord of the property. The Property is a restaurant in redacted. The Restaurant is held on a single business tenancy. The Claimant, a specific legal entity, has no other protected tenancies in place with the Respondents.

2. The Respondents are the landlord for two other business tenancies held in separate companies controlled by the same shareholders as the Claimant; but in different corporate entities. These are redacted Limited and redacted.
3. The Arbitration has arisen out of an application made by the Tenant under the 2022 Act for relief of rent during the protected rent period, namely 20 March 2020 to 18 July 2021. The total rent, insurance and service charge due for the protected period which amounts to £184,659.25. Of this sum, the Claimant has paid £78,350.68 leaving £103,729.79 outstanding.
4. On 10 February 2023, I was invited to act as the Arbitrator by the Dispute Appointment Service ("DAS") of the Chartered Institute of Arbitrators. Having checked and found no conflicts of interest, I accepted the nomination on 11 February 2023, in writing. On 13 February 2023, DAS appointed me to act as sole Arbitrator in this reference.
5. The Claimant tenant is represented by Ms redacted of redacted Limited. All of the Respondents are represented by Mr redacted of redacted Limited.
6. This Arbitration is a statutory arbitration pursuant to Section 94 of the Arbitration Act 1996 and The Commercial Rent (Coronavirus) Act 2022 .
7. This is an Arbitration under the Commercial Rent (Coronavirus) Act 2022 scheme run by the Chartered Institute of Arbitrators whose Arbitration Rules apply.
8. The seat of the Arbitration is London England.
9. The applicable law is that of England and Wales.
10. I wrote to the parties' representatives on 24 February 2023 following ensued correspondence with the parties' representatives. On 9 March 2023 I received written empowerment from both parties' representatives enabling me to consolidate proceedings with two other cases involving the First and Second Respondents. On 10 March 2023 I issued my Order for Directions No 1 which among other matters, consolidated proceedings.

11. On Monday 27 March 2023 I held a case management conference, remotely, by Zoom. Following this Case Management Conference, on 6 April 2023, I issued my Order for Directions No 2. At item 7.2 I noted that, following an outstanding rent review on the subject property this case was settled by consent between the parties. At item 7.3, I ordered the parties to supply me with a copy of their settlement.
12. On 17 April 2023, in accordance with my Directions No 2, I duly received a copy of the parties' settlement agreement which includes liability for the payment of their costs and my arbitral fees and costs.
13. The Settlement Agreement is incorporated within this award in Appendix 1.
14. Consequent to this agreement, the arbitration has ended. The parties have fully and finally settled these arbitration proceedings and any /all the disputes or differences arising out of, or relating to, the dispute that gave rise to such proceedings. The arbitration is therefore terminated in accordance with Article 36 (1) of the rules of the Chartered Institute of Arbitrators, which apply to this arbitration, in paragraph 7 above. That article provides that the parties' agreement takes the form of a Consent Award. This complies with section 51 of the Arbitration Act 1996.

15. COSTS

- 15.1 The application for arbitration has been made under the Coronavirus Commercial Rent Debt Arbitration Scheme operated by the Chartered Institute of Arbitrators. Under this scheme, wherein the fees are fixed on a scale based upon the value of the claim, my fixed fee is £5,000 plus VAT (£1,000) totalling £6,000.
- 15.2 The parties have each agreed to be responsible for 50% of the costs of this referral which costs include my arbitral fees.
- 15.3 With regard to the parties' own costs, the parties have agreed to bear their own costs.

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

1. The protected rent debt for the Property for the period 20 March 2020 to 18 July 2021 is £103,729.79.
2. The protected rent debt in paragraph 1 above is to be paid by the Claimant to the Respondents by equal instalments of £4,322.07 per month for 24 months.
3. No interest is to be charged on the instalments.
4. The first instalment is to be paid on or before 28 May 2023 and thereafter each subsequent instalment is to be paid on or before the 28th day of each calendar month.
5. Both parties are each liable for 50% of my fixed fees under the Coronavirus Commercial Rent Debt Arbitration Scheme operated by the Chartered Institute of Arbitrators. My fixed fees are £5,000 plus VAT (£1,000) totalling £6,000. Those fees and costs to be payable within 14 days of the date of this Award.
6. The parties shall bear their own costs in this reference.

Made this 4 July 2023 in London, England.

A handwritten signature in black ink, appearing to read 'Paul Rose', with a stylized, cursive script.

PAUL ROSE LLM FRICS FCIArb Chartered Arbitrator.

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SECOND RESPONDENT

acting as nominees for

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THIRD RESPONDENT

acting as general partner of

Redacted LLP

FOURTH RESPONDENT

And in the matter of the PROPERTY KNOWN AS Redacted (“the Property”)

APPENDIX 1 TO THE

FIRST AND FINAL AWARD BY CONSENT ON THE 2022 ACT PROTECTED RENT DEBT RELIEF

APPLICATION

of

PAUL ROSE LLM FRICS FCIArb

ARBITRATOR

4 July 2023

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

1. [REDACTED] and

2. [REDACTED] LIMITED acting as nominees for

3. [REDACTED] LIMITED acting as general partner of

4. [REDACTED]

RESPONDENTS

And in the matter of property at [REDACTED]
[REDACTED] ('the Property')

SETTLEMENT AGREEMENT FOR CORONAVIRUS PROTECTED RENT DEBT
ARBITRATION

IT IS HEREBY AGREED BETWEEN THE PARTIES IN FULL AND FINAL SETTLEMENT OF THE
ABOVE APPLICATION AS FOLLOWS:

1. The protected rent debt for the Property for the period 20 March 2020 to 18 July 2021 is £103,729.79 inclusive of VAT.
2. The protected rent debt described in paragraph 1 above is to be paid by the Claimant to the Respondents by equal instalments of £4,322.07 per month for 24 months.

3. The first instalment is to be paid on or before 28th May 2023 and then each subsequent instalment is to be paid on or before the 28th day of each calendar month thereafter.
4. No interest will be charged on the instalments.
5. There is to be no Award as to costs, except that each party is to be responsible for 50% of the costs of this referral, otherwise bearing their own costs and fees, VAT extra. The Respondents to reimburse the Claimant within 14 days of a VAT invoice being provided.

Signed for and on behalf of the Claimant:

Name:

Position Held:

Dated: 17 April 2023

Signed for and on behalf of the Respondents:

Name:

Position Held:

Dated: 17 April 2023