

**IN THE MATTER OF AN ARBITRATION UNDER THE COMMERCIAL RENT  
(CORONAVIRUS) ACT 2022 AND UNDER THE ARBITRATION ACT 1996**

**BETWEEN:**

**D & A INVESTMENTS LIMITED**

**Claimant**

**– and –**

**CDR NOMINEECO 1 LIMITED**

**CDR NOMINEECO 2 LIMITED**

**THE ARCH COMPANY PROPERTIES LIMITED**

**THE ARCH COMPANY PROPERTIES LIMITED PARTNERSHIP**

**Respondents**

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**FINAL AGREED AWARD**

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**Paul Kinninmont (FCIArb), Arbitrator**

**11 May 2023**

**London**

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(A) INTRODUCTION

**The Parties**

1. The Claimant is an escape room and nightclub business located at 1-7 Chapel Street, Salford, M3 7NJ (the “**Premises**”).
2. The Respondents are a group of companies. They are the landlords of the Premises.

**Representation**

3. The Claimant is represented by Michael Large of Setfords.
4. The Respondents are represented by Minerva Christiaan-Rakus, Emma Brown and Martin Thomas of Gowling WLG.

**The Dispute**

5. On 4 February 2019, the Claimant and the Respondents (together, the “**Parties**”) all became party to the lease in respect of the Premises (the “**Lease**”).
6. This arbitration proceeded under the *Commercial Rent (Coronavirus) Act 2022* (the “**Rent Act**”). Throughout this award, capitalised terms are definitions taken from the Rent Act, unless otherwise specified.
7. The disputes in this arbitration arose from Rent due under the Lease, principally Protected Debt in the sum of £102,101.89.

(B) **THE ARBITRATION**

**Applicable Law**

8. The Lease is governed by English law. It is an English Business Tenancy.
9. This arbitration is regulated by:
  - 9.1 the Rent Act; and
  - 9.2 the Arbitration Act 1996 (the “**Arbitration Act**”), as modified by the Rent Act.
10. Pursuant to Section 1(2)(b) of the Rent Act, this is a statutory arbitration. Pursuant to Section 95(2) of the Arbitration Act, the seat of this arbitration is England and Wales.

**The Tribunal**

11. The Consumer Code for Online Dispute Resolution (the “**CCODR**”) appointed me as sole arbitrator on 27 September 2022.

**Procedural History**

12. The Claimant made a reference to arbitration on 11 September 2022.
13. The Claimant submitted a Formal Proposal on 22 September 2022.
14. From October 2022 onwards, I issued various directions to the Parties by email.
15. Due to lengthy settlement negotiations, the Respondent did not submit a Formal Proposal.
16. For the same reason, I did not issue a procedural order. Instead, several stays were agreed.
17. On 31 March 2023, the Parties settled all their disputes in this arbitration.

**The Award**

18. The Rent Act modifies the Arbitration Act to provide for agreed awards in circumstances where, as here, parties settle their disputes during arbitration proceedings.
19. Specifically, Sections 51 and 52 of the Arbitration Act, as modified, stipulate that following the Parties’ settlement I must conclude the arbitration and record the settlement in an agreed award without providing substantive reasons for my award. Accordingly:
  - 19.1 this award concludes this arbitration; and
  - 19.2 the operative section below records the terms of the agreed settlement.
20. Section 18(2) of the Rent Act requires me to publish this award. The Parties have agreed that this award contains no confidential information that should be redacted from the award pursuant to section 18(4). Consequently, I will publish the award on the CCODR website.

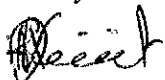
(C) AWARD: OPERATIVE SECTION

I AWARD, DECLARE and DIRECT as follows:

1. The Claimant's claims in this arbitration are dismissed.
2. There be no order as to costs.

**Published in London, which is the place of this Arbitration.**

Date: 11 May 2023

Arbitrator's Signature: 

Arbitrator's Name: Paul Kinninmont (FCIArb)

