

**FINAL ARBITRATION AWARD**

**COMMERCIAL RENT ARREARS REFERENCE TO ARBITRATION AND THE  
COMMERCIAL RENT (CORONAVIRUS) ACT 2022**

**Applicant/Claimant/Tenant:**

[REDACTED]  
[REDACTED]

**Represented by:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
London  
[REDACTED]

**Respondent/Landlord:**

[REDACTED]

**Represented by:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
Birmingham  
[REDACTED]

**THE RELEVANT PROPERTY**

[REDACTED]  
LONDON  
[REDACTED]

**FINAL AWARD**

**OF**

**DAVID GOODERHAM MRICS  
ARBITRATOR**

Section 1Preamble and Summary of Events

- 1.1 This Arbitration arises as a consequence of the Applicant's (also referred to as the Claimant and Tenant) application to the Dispute Resolution Service ("DRS") of the Royal Institution of Chartered Surveyors ("RICS"), an approved arbitration body. The RICS are able to appoint arbitrator dispute resolvers in respect of applications made under the Commercial Rent (Coronavirus) Act 2022 ("CRCA") in respect of resolution of parties non agreement regarding the matter of relief from payment of a protected rent debt.
- 1.2 By way of email correspondence from the DRS of the RICS dated the 12<sup>th</sup> December 2022 I was approached as to whether I was able to accept the appointment. I made appropriate enquiries within my organisation and responded affirmatively to the DRS. I subsequently received electronic correspondence dated the 17<sup>th</sup> December 2022 confirming my appointment.
- 1.3 Following receipt of an email from [REDACTED] for the Respondent, dated the 20<sup>th</sup> December, I addressed the parties representatives by way of email correspondence also dated the 20<sup>th</sup> December 2022.
- 1.4 Following my initial engagement with the parties representatives there were extensive exchanges of correspondence however it was not until the 8<sup>th</sup> February 2024 that in accordance with Section 19(4) CRCA that the arbitration body, the RICS, confirmed receipt of funds by way of the payment of fees in advance of the Arbitration taking place. This was in the sum of £2,500.
- 1.5 Correspondence subsequent to the date highlighted in the preceding paragraph covered matters including: the Respondent's position that the Applicant company had been dissolved, something [REDACTED] for the Applicant stated was being reversed/steps being undertaken to have the company reinstated; attempts to agree a fee basis between myself as Arbitrator and the Respondent in light of the Applicant initially failing to fulfil the aforementioned CRCA requirement; my bringing to the attention of the Applicant/their representative's responsibility to comply with the Tribunal's (Arbitrator's) directions and that due to delay on behalf of the Claimant, that I was contemplating making an award dismissing the claim; general case management correspondence.
- 1.6 Subsequent to the payment 'on account' being made to the RICS, further correspondence exchanges took place. The Respondent making assertions and arguments in support of an award being made to dismiss the claim, including the Applicant's failure to comply with directions.
- 1.7 On the 11<sup>th</sup> March 2025 I was provided with correspondence on behalf of the Respondent including an Order for the winding up of [REDACTED] and an Attendance Note relating to a hearing that took place [REDACTED]

- 1.8 Subsequent correspondence from the Respondent copied in [REDACTED] the person controlling with the dealings of the Claimant company at [REDACTED]
- 1.9 By way of my email dated the 21<sup>st</sup> March 2025 and in correspondence subsequent thereto, including the involvement of [REDACTED] due to the Applicant Company being insolvent, in pursuance of the requirements of this Arbitration, I find it appropriate to proceed as follows.

## **Section 2**

### **Reasoning**

- 2.1 Section 13 (3) CRCA sets out the 'tests' the arbitrator is to apply as regards viability and the nature of the award to be made in the event of it being found that a tenant's (claimant's) business is non-viable.
- 2.2 Being an entity that is being administered/controlled by [REDACTED] it is a non-viable entity and accordingly I hereby dismiss the reference/claim in accordance with Section 13 (3) CRCA.

## **Section 3**

### **Costs**

- 3.1 Having made an Award in accordance with Section 13 CRCA, Section 19 (5) CRCA requires me to make an award of costs that reimburses the Applicant for the application fee and my fees, unless under section 19 (6) I consider it appropriate to award in the alternative.
- 3.2 Due to my dismissing the claim in accordance with Section 13 (3) CRCA I see that costs should follow the event and that the application fee and my fees should fall to the Applicant.

## **Section 4**

### **Award**

- 4.1 I hereby Award that:-
- a) The reference/claim is dismissed.
  - b) The Respondent is to have no responsibility for the application fee to the approved arbitration body nor for my costs.

## **Section 5**

### **Publication**

- 5.1 This Award must be published. I intend for it to be published on the RICS website.

- 5.2 I attach a redacted copy of the Award which I will send to the R ██████████  
'as is' unless I receive a request to make any further redactions, ██████████  
seven days

**Section 6**

Seat

- 6.1 The seat of this Arbitration is England and Wales.
- 6.2 This is my Final Award, including the matter of costs.

Signed

  
.....  
**David Gooderham MRICS**  
**Arbitrator**

Date 15<sup>th</sup> July 2025