



Commercial Rent (Coronavirus) Act 2022

2022 CHAPTER 12

PART 2

ARBITRATION

References to arbitration by tenant or landlord

9 Period for making a reference to arbitration

- (1) This section applies where the tenant and the landlord under a business tenancy are not in agreement as to the resolution of the matter of relief from payment of a protected rent debt.
- (2) A reference to arbitration may be made by either the tenant or the landlord within the period of six months beginning with the day on which this Act is passed.
- (3) The Secretary of State may by regulations made by statutory instrument extend the period allowed by subsection (2) for making references to arbitration in the case of—
 - (a) English business tenancies,
 - (b) Welsh business tenancies, or
 - (c) English business tenancies and Welsh business tenancies.
- (4) A statutory instrument containing regulations under subsection (3) is subject to annulment in pursuance of a resolution of either House of Parliament.

Commencement Information

II S. 9 in force at Royal Assent, see [s. 31\(4\)](#)

10 Requirements for making a reference to arbitration

- (1) Before making a reference to arbitration—

Changes to legislation: There are currently no known outstanding effects for the Commercial Rent (Coronavirus) Act 2022, Cross Heading: References to arbitration by tenant or landlord. (See end of Document for details)

- (a) the tenant or landlord must notify the other party (“the respondent”) of their intention to make a reference, and
 - (b) the respondent may, within 14 days of receipt of the notification under paragraph (a), submit a response.
- (2) A reference to arbitration must not be made before—
- (a) the end of the period of 14 days after the day on which the response under subsection (1)(b) is received, or
 - (b) if no such response is received, the end of the period of 28 days beginning with the day on which the notification under subsection (1)(a) is served.
- (3) A reference to arbitration may not be made, an arbitrator may not be appointed, and no formal proposal under section 11(2) or (4) may be made, where the tenant that owes a protected rent debt is subject to one of the following—
- (a) a company voluntary arrangement which relates to any protected rent debt that has been approved under section 4 of the Insolvency Act 1986,
 - (b) an individual voluntary arrangement which relates to any protected rent debt that has been approved under section 258 of that Act, or
 - (c) a compromise or arrangement which relates to any protected rent debt that has been sanctioned under section 899 or 901F of the Companies Act 2006.
- (4) A reference to arbitration must be made to an approved arbitration body.
- (5) After a reference to arbitration has been made, an arbitrator may not be appointed, and no formal proposal under section 11(2) or (4) may be made, during any period where the tenant that owes a protected rent debt is the debtor under one of the following—
- (a) a company voluntary arrangement which relates to any protected rent debt that has been proposed and is awaiting a decision under section 4 of the Insolvency Act 1986,
 - (b) an individual voluntary arrangement which relates to any protected rent debt that has been proposed and is awaiting a decision under section 258 of that Act, or
 - (c) a compromise or arrangement which relates to any protected rent debt that has been applied for and is awaiting a decision under section 899 or 901F of the Companies Act 2006.
- (6) This section, so far as relating to a company voluntary arrangement and a compromise or arrangement under section 899 or 901F of the Companies Act 2006, applies to limited liability partnerships (as well as to companies).

Commencement Information

12 S. 10 in force at Royal Assent, see [s. 31\(4\)](#)

Changes to legislation:

There are currently no known outstanding effects for the Commercial Rent (Coronavirus) Act 2022, Cross Heading: References to arbitration by tenant or landlord.