Questions and Answers – Guardian of the Arches Feb Webinar

1. 'How do we deal with a Landlord who won't provide us with all the necessary information to be able to propose a repayment plan with them'

**You can establish your own “in principle” figure and make their refusal to confirm part of the dispute you raise in the Arbitration.**

1. We're in an ongoing battle regarding service charges we’ve been paying on both properties for 10 years - when the services they’re charging for have never been carried out, not even once in 10 years.

**These types of disputes and grievances are not in scope of the legislation, refer to your contract for redress as it may have a right to dispute resolution. You can look at this service -** [**https://ciarb.org/disputes/pandemic-business-dispute-resolution/**](https://ciarb.org/disputes/pandemic-business-dispute-resolution/)

1. Do we push for better conditions, resign the lease and put our notice in afterwards so we can move to a more affordable property, or simply put in our notice before signing the lease, if we did the latter, how would we mitigate the arrears? We have a guarantor and the last thing we want is for the guarantor to be held responsible.

**The treat of PRD is good leverage to striking a new deal (new rent and arrangement on historic debt), this is becoming a common feature of the post pandemic property sector negotiations.**

1. Do you believe that the bill will become law on the 25th of March or are we anticipating delays or even earlier?

**No delays - the bill is Government led, and has cross party support.**

1. What happens to companies that are out of the scope of the bill?

**Their landlords can pursue them in the normal way.**

1. Is it correct to say or have I misunderstood that when the bill becomes law there will be a 6 months extension of evictions?

**The protection extends to at least 6 months and can be extended by the arbitration having not handed down an award.**

(Contd)

1. Who decides if a company is within the scope of the bill? for example if we believe we are but Archco believes we are not

**This is a dispute, so the Arbitrator decides.**

1. (my company) is a garage, however we do car sales but we do not have a planning permission BUT on companies house we are listed a car sales business as well. Are we allowed as a de minimis principle? So therefore covered in the bill?

**If you claim you are in scope and raise a dispute over any PRD this will be tested by the Arbitration process, in essence all the business types listed in the Annex A of the code of practice are in scope.**

1. As per the current version of the bill at the house of Lords it says: “closure requirement”, means a requirement imposed by coronavirus regulations which is expressed as an obligation—(i) to close businesses, or parts of businesses, of a specified description, or (ii) to close premises, or parts of premises, of a specified description;

**Indeed, only part of the business had to have been closed to be in scope, if you have a mixture of (say) retail sales and wholesale then if the retail counter closed to customers you are in scope. However, if your retail business is essential retial and you simply opted to close this does not make you in scope. In England, "essential" retailers include:**

***food shops, supermarkets, garden centres, hardware stores, building merchants and off-licences***

***petrol stations, car repair and MOT services, bicycle shops, and taxi and vehicle hire businesses***

***banks, building societies, post offices, loan providers and money transfer businesses***

***medical services such as dentists, opticians and pharmacies***

***vets and pet shops***

***agricultural suppliers***

***funeral directors***

***launderettes and dry cleaners***

***storage facilities***

***motorway service stations***

ENDS