



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding CENTURION PROPERTY ASSOCIATES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, FF

### Introduction

This hearing was convened as the result of the tenants' application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for an order requiring the landlord to comply with the Act, regulations, or tenancy agreement and recovery of the cost of the filing fee.

The tenants, the landlord's agent, and the landlord's legal counsel (counsel) attended the hearing, and the hearing process was explained.

Before the testimony began, counsel put forth a settlement offer to the tenants. The parties then began a mediated discussion. Thereafter, the parties agreed to resolve their differences and that I would record their settlement.

### **Mutual Settlement**

The parties confirmed at the hearing that this agreement was made on a voluntary basis. To give effect to the settlement reached between the parties, I record the following terms, as follows:

1. The landlord will set up an account with the water service agent in the landlord's name but on the tenants' behalf, for water service to the rental unit.
2. The water bill for the rental unit will be sent to the landlord and in turn, the landlord will send the bill to the tenants to their respective email addresses.
3. The tenants will pay only for their water consumption and the administrative fee charged by the water service agent, currently in the amount of \$5.36.
4. All other fees, such as a sign-up fee and security deposit are waived for the tenants.

5. The landlord will not share the tenants' names or personal and private information with the water service agent.
6. The tenants agree that the terms of this mutual settlement are confidential and will not be disclosed to any other person.

### **Conclusion**

I order the parties to comply with the terms of their settled agreement.

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the tenants' application. As I have not considered the merits of the application, I do not award the tenants recovery of the filing fee.

This settlement agreement was reached in accordance with section 63 of the Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 06, 2023

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Residential Tenancy Branch