



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HAMASAKI ENTERPRISES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, RP, RR

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order for the landlord to complete emergency and regular repairs at the rental unit, pursuant to section 33; and
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

One of the five tenants, "tenant IC," did not attend this hearing, which lasted approximately 87 minutes. The landlord's agent, YH ("landlord") and four of the five tenants, tenant ST ("tenant"), "tenant RL," "tenant LL" and "tenant JK" (collectively "four tenants") attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses. The landlord confirmed that he was a shareholder of the "landlord company" named in this application and the brother of the female "landlord owner" of this rental unit and that he had authority to speak on behalf of both landlords at this hearing (collectively "landlord").

I note that the landlord was calling from the top of a mountain, during this hearing. He said that he had to coach a skiing class later. During the entire hearing, I had to keep reminding the landlord to put his phone on "mute" because the loud and continuous noises from other people skiing and snowboarding on the mountain was very disruptive. I reminded the landlord that this was a serious, legal proceeding, which he knew about well ahead of the hearing date. I notified him that in the future, he should call from a quiet setting and be ready to fully participate without having other distractions around him. I also notified him that he should have all of his paperwork in front of him during the hearing, which he did not because he was engaging in other activities during the hearing.

At the outset of the hearing, the four tenants confirmed that tenant IC has already vacated the rental unit. Therefore, this decision and resulting monetary order are

enforceable only against the four tenants, not tenant IC, as he did not appear to support this application and he has already vacated the unit.

Preliminary Issue - Service of Documents

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

The four tenants confirmed receipt of the landlord's written evidence package, two days prior to this hearing date. I had not received the evidence, which the landlord said was already sent to the Residential Tenancy Branch ("RTB") prior to the hearing date. In accordance with sections 88 and 90 of the *Act*, I find that the four tenants were duly served with the landlord's written evidence. The four tenants stated that they had reviewed the landlord's written evidence and would respond to it at this hearing. The four tenants consented to me considering the evidence at the hearing and in my decision, despite the fact that it was served late, less than 7 days prior to this hearing, as per Rule 3.15 of the RTB *Rules of Procedure*.

I notified the landlord to ask the landlord owner after the hearing, whether the landlord's written evidence was sent to the RTB prior to the hearing. If not, I asked the landlord to re-send the exact copy of evidence that was sent to the four tenants, to an RTB facsimile number that I provided to the landlord during the hearing. I received the landlord's 13 pages of evidence, including 8 unlabelled photographs, after the hearing on January 24, 2017 and this was the evidence that the landlord had said was already sent before the hearing ("original evidence"). The evidence was received by a Service BC office on January 20, 2017, and I considered it at the hearing and in my decision.

The landlord submitted further additional evidence after the hearing, via facsimile to the number that I provided during the hearing. The evidence was received on January 26, 2017 at 3:34 p.m. There were 10 pages of evidence, with 6 photographs that were all labelled. The photographs were the same as in the original evidence that was sent, except they were all labelled. There was also a new witness statement from a tenant, "LL," who lives on the main floor of the house with the other tenants, which was not sent in the original evidence. The landlord also re-sent her own statement of accounts and the noise warning letter that were both contained in the original evidence.

The new witness statement from LL was not contained in the original evidence, as it was dated for January 24, 2017. The statement was addressed to my attention when the landlord did not know my name prior to the hearing. Therefore, I cannot consider

this new witness statement from LL in my decision, as I did not request new evidence after the hearing, only a re-service of the exact copy of evidence that was sent to the four tenants. I also cannot consider the 6 labelled photographs, only the original 8 photographs that are unlabelled, for the same reasons. I find that the tenants would not have been properly served with the above new evidence, given that it was created on the day of the hearing, likely after the hearing.

Preliminary Issue – Amendment of Tenants’ Application

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants’ application to correct the legal name and spelling of the landlord company named in this application. The landlord consented to this amendment request by the tenants. The landlord provided the correct information during the hearing and the correct landlord company name is now reflected on the front page of this decision.

Issues to be Decided

Are the four tenants entitled to an order for the landlord to complete emergency and regular repairs at the rental unit?

Are the four tenants entitled to an order to allow them to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the four tenants’ claims and my findings are set out below.

Both parties agreed to the following facts. The tenant and tenant RL moved into the rental unit on September 1, 2016. Tenant LL moved into the rental unit on September 2, 2016. Tenant JK moved into the rental unit on September 10, 2016. Each of the four tenants signed separate tenancy agreements with the landlord each for a fixed term ending on April 30, 2016, after which the four tenants may move out or sign an agreement for a new fixed term. Monthly rent in the amount of \$750.00 is payable on the first day of each month for each of the four tenants. A security deposit of \$300.00 was paid by each of the four tenants and the landlord continues to retain all of the deposits. The four tenants continue to reside in the rental unit.

The tenant explained the following facts. The rental unit is the upper floor of a two-level house. The upper floor has three bedrooms. There are two bedrooms with two people sharing each bedroom. One bedroom has three people sharing the bedroom. Tenant IC has moved out of the rental unit but a new tenant has taken his place.

The four tenants have applied for a past and future rent reduction for ongoing issues with mice, rats, a broken stove, a broken oven, water leaks and water damage issues, from the time that they began until such time as they are corrected by the landlord. The tenants have also applied for the above to be repaired or corrected by the landlord. The tenants also ask that the landlord comply with section 29 of the *Act* prior to entering the rental unit to complete any repairs.

The tenant said that the mice problem began on October 10, 2016 and the rat problem began on December 6, 2016. The four tenants produced texts messages between them and the landlord owner, where they reported the mice and rats, they asked to have the rental unit professionally inspected and treated to eradicate the mice and rats. The landlord owner, in her own written evidence, stated that there were mice and rats in the rental unit before the tenants moved in and that she informed them about this. The tenant denied being informed of this, claiming that he would not have moved in, if he had known about the problem beforehand. The tenant said that the landlord took action after the tenants filed their application at the RTB on December 26, 2016. He maintained that the landlord had the rental unit inspected on January 6 and 9, 2017, and then the traps were removed on January 13, 2017, but the four tenants were not given any information about what would be done about pest control treatments or other measures.

The landlord owner told the four tenants to deal with the problem and purchase their own traps and further suggested that they move out because she would have no issue replacing them with new tenants, as per the text messages. The tenant agreed that the landlord would have no issue finding new tenants because after tenant IC left, a new tenant was found to replace him immediately. The tenant said that there is a severe shortage of housing in the local area, particularly during the winter season, and that the four tenants have no other options or they would have moved earlier.

The four tenants claimed that they have had a broken stove since they moved into the rental unit as well as a broken oven since December 8, 2016. They provided photographs of the large broken appliances as well as the replacements that the landlord provided. They said that they were given 4 new burner stove tops in order to compensate, which the landlord said was provided on December 8, 2016. The landlord owner said that the stove was rare and that due to the high demand season, she could

not get a repair technician in until December 12, 2016, when she was told that they could not fix that brand of stove. The tenants maintained that they were given a small portable oven, which is a microwave-size unit, to replace the large oven. They claimed that these small portable appliances are not of sufficient size for seven people sharing cooking appliances in the kitchen.

The tenant and tenant RL stated that they had water leaks and water damage in the bedroom that they share at the rental unit. They provided photographs showing the leaky areas, as well as text messages to the landlord where they ask for repairs to be made. The landlord's response to those text messages was to suggest that the two tenants use towels to soak up the wet areas, for them to wait until spring for the snow to melt, or for the tenants to repair the problem themselves. The tenant stated that a family friend of the landlord, who is an electrician, inspected the unit but did not reveal his findings, nor did he return to repair it. The landlord said that, due to her medical issues, car problems and difficulty in finding repair people, it took some time for her spouse to view the water damage.

The landlord claimed that the water leak in the rental unit was repaired on January 17, 2017 once he reported a leak in his own lower level unit. He said the leak was due to snow melting from the roof on January 16, 2017, entering into the two tenants' bedroom and then leaking below to his unit. He said that the carpet and drywall will be replaced in his own lower level unit in about one week. He maintained that only the tenant's drywall would be fixed but their carpet would not be replaced. The tenant explained that he was not told what repairs would be done by the landlord, if any, nor was he given a report from the insurance company that the landlord said is dealing with the claim.

Analysis

In this decision, the "rental unit" is defined as the entire upper floor of the house. The "rental property" is defined as the entire interior of the house, including the upper and lower floors, as well as the immediate surrounding exterior areas of the house.

Generally, I find that the landlord failed in its duties under section 32 of the *Act*. I find that the landlord has demonstrated a blatant disregard for the health and safety of the four tenants living at the rental unit. The landlord has taken advantage of the housing crisis in the local area, by failing to repair and maintain the rental unit so that it is suitable for occupation by the four tenants.

The landlord has continued to collect full rent from each of the four tenants, in the amount of \$750.00 each, in order for them to all share rooms. The four tenants

maintained that the landlord collects additional rent from the three other tenants living on the upper floor, and who are not part of this application. They claimed that the landlord collects \$750.00 from the two other tenants and \$775.00 from the remaining tenant, in order for them to share rooms. In total, the landlord is collecting a total of \$5,275.00 per month in rent just for one floor of a two-level house. The landlord said that he was paying additional rent to the landlord owner for the lower level of the house.

The level of disrepair of the rental unit and the landlord's wilful disregard of the four tenants' legal tenancy rights, when they have continued to pay their full rent on time and to date, is astonishing. The four tenants provided text messages where the landlord owner asks them to move from the rental unit rather than repairing or rectifying issues and she uses profane language while speaking to the four tenants. The text messages also show that the landlord owner asks the tenants to stop "acting self entitled" when they attempt to enforce their legal rights, claims that "a leaky window is not high on my priority list," asks them to "stop and think about other people at times," asks them to use towels to deal with leaks, to wait until spring for the snow to come off the roof while it is leaking, and to buy and use their own traps for the mice and rats.

It is the landlord's responsibility, at its own cost, to inspect and treat any pest and repair issues at the rental unit; not the tenants' responsibility. I find that the tenants undertook expenses for which the landlord was responsible. I find that the landlord owner took immediate action to complete an inspection of the rental unit when the issues affected her brother, the landlord living on the lower floor of the rental unit, such as when the water was leaking from the rental unit to the lower level.

Legal Tests

Section 32 of *Act* states the following with respect to the obligations of both parties during a tenancy:

- (1) A landlord must provide and maintain residential property in a state of decoration and repair that*
 - (a) complies with the health, safety and housing standards required by law, and*
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.*
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.*

Pursuant to section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove a loss, the four tenants must satisfy the following four elements:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the landlord in violation of the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
4. Proof that the four tenants followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

Past Rent Reduction

Mice and Rats

I find that the four tenants have demonstrated that they had mice and rats in their rental unit. The four tenants provided photographs showing the traps that they set and four of the mice and rats that they caught inside the rental unit. The four tenants claimed that they had not seen any mice or rats in approximately two weeks, as of the date of this hearing. The landlord did not dispute that there were mice and rats at the rental unit, stating only that they were now gone. The landlord said that a professional came to inspect the rental unit and provided a report but he did not know the findings, nor did he have a copy of the report, which was not provided to the tenants.

I find that the four tenants suffered a loss in the value of their rental unit, due to the ongoing mice and rats at the rental unit, having to purchase and set their own traps, having to clean up the dead mice and rats and having to endure these pests at the rental unit since October 10, 2016. Although the landlord personally attended to place traps at the rental unit, he is not a licensed or certified pest control professional and has no qualifications to deal with this matter himself.

I find that in order for the mice and rat problem to be efficiently and appropriately remedied, consistent treatment must be implemented by the landlord at the entire rental property, not just the rental unit. All tenants must cooperate to prevent mice and rats from multiplying, moving and returning to the rental unit, particularly in adjoining areas. However, I find that the four tenants may have failed to fully mitigate their losses. The landlord testified and submitted photographs, demonstrating that the rental unit was unclean, that food and garbage may have been left out for longer periods of time and

that various balcony and other doors were left open, that may have allowed for access of the mice and rats onto the property. The landlord owner, who said that the rental unit had been inspected on January 9, 2017, did not produce a report from the inspection. The landlord claimed that the messy condition of the house and the tenants removing a skirt under the main door, leaving a gap under the door, attracted the mice and rats to enter. I have taken this partial failure to mitigate into account in the orders below. However, I find that the mice and rats have been a longstanding issue at this rental property, as the landlord agreed that they have been around prior to this tenancy.

Accordingly, I award EACH of the four tenants a rent reduction of \$200.00 per month retroactive from November 1, 2016 to February 28, 2017, a period of four months, for a total of \$800.00 per tenant. I find that the period from October 10, 2016, when the issue was reported to the landlord, until November 1, 2016 is a reasonable amount of time for the landlord to obtain a certified, licensed pest control professional to attend at the rental unit in order to inspect and at least begin treating the mice and rats issue. I award compensation until the end of February 28, 2017, since both parties will likely receive my decision after rent is due on February 1, 2017, and since it will take some time for the landlord to receive and implement my decision and orders below.

Stove and Oven

I find that the four tenants demonstrated that they have had a broken stove since they moved into the rental unit as well as a broken oven since December 8, 2016. The landlord said that the parts are "obsolete" because the stove is very old. He maintained that the oven is now safe to use, despite the previous gas smell and inspection by the gas company. He said that the tenants have been given adequate replacements for the stove and oven. I do not accept the landlord's contention that the oven is safe to use because he deems it safe, having lived in this house for some time and not previously having a problem with the oven. The landlord is not a certified, licensed professional to make such a determination.

Accordingly, I award EACH of the four tenants a rent reduction of \$40.00 per month retroactive from September 15, 2016 to February 28, 2017, a period of 5.5 months, for a total of \$220.00 per tenant for the stove. I find that the period from September 1 to 15, 2016, when the landlord owner should have known that the stove was not working by the time all four of the tenants moved in, as she is required to complete a move-in condition inspection and report. I find that this is a reasonable amount of time for the landlord to obtain a proper and comparable working stove to replace it. Whether or not there were parts available for the old stove, the landlord could have bought a new or

used stove to compensate while waiting for the parts, as the tenants are paying full rent to have a proper working stove.

I award EACH of the four tenants a rent reduction of \$40.00 per month retroactive from December 15, 2016 to February 28, 2017, a period of 2.5 months, for a total of \$100.00 per tenant for the oven. I find that the period from December 8 to 15, 2016, when the landlord should have known that the oven was unsafe to use, due to a gas smell, is a reasonable amount of time for the landlord to obtain a proper and comparable working oven to replace it.

I award compensation for both of the above, until the end of February 28, 2017, since both parties will likely receive my decision after rent is due on February 1, 2017, and since it will take some time for the landlord to receive and implement my decision and orders.

Water Damage

I find that the tenant and tenant RL have demonstrated that they had water leaks and water damage in the bedroom that they share at the rental unit.

I find that the tenant and tenant RL suffered a loss in the value of their bedroom, due to the water leaks and the water damage, since December 27, 2016. Accordingly, I award only two of the four tenants a past rent reduction because only those two tenants demonstrated that they were directly affected by it. I award the tenant and tenant RL a rent reduction of \$100.00 each per month retroactive from January 15, 2017 to February 28, 2017, a period of 1.5 months, for a total of \$150.00 per tenant. I find that the period from December 27, 2016, when the issue was reported to the landlord, until January 15, 2017 is a reasonable amount of time for the landlord to obtain a certified, licensed technician to attend at the rental unit in order to inspect and repair the water damage and water leaks. Both parties testified that the landlord owner only took action on January 17, 2017, one day after a water leak was reported by her brother in the unit below. I find that having an electrician come to look at a water damage issue on December 29, 2016, is not sufficient to inspect or repair the issue.

I award compensation until the end of February 28, 2017, since both parties will likely receive my decision after rent is due on February 1, 2017, and since it will take some time for the landlord to receive and implement my decision and orders.

Although both parties said that the water has stopped leaking, the landlord has still failed to repair the water damage. The landlord has not fixed the drywall which was

peeling and falling on tenant RL and failed to replace the wet and soggy carpet in the bedroom, both of which are causing a bad stench, as per the tenant and tenant RL's testimony. The landlord has not fixed the broken window seal or the seal of the glass door causing additional water condensation and cold, icy conditions for the tenant and tenant RL.

Repairs and Future Rent Reduction

I order that the monthly rent for EACH of the four tenants be reduced by \$200.00 each month, effective on March 1, 2017 until such time as the following repairs are made and the deficiencies are corrected by the landlord, at the landlord's own cost:

- 1) a certified, licensed pest control professional has inspected the entire rental property for mice and rats;
- 2) the mice and rats at the entire rental property are eliminated by a certified, licensed pest control professional;
- 3) a signed, written report is provided to the landlord and the four tenants by a certified, licensed pest control professional including the minimum following elements:
 - a. the date of the report, the name of the pest control professional, and the education, license(s) and certification(s) held by the pest control professional;
 - b. what areas were inspected at the rental property and the date of such inspections;
 - c. what findings were made upon inspection regarding mice and rats at the rental property;
 - d. when and what specific pest control treatment(s) were used to eradicate the mice and rats at the rental property;
 - e. a conclusive finding that there is no current activity of mice and rats at the entire rental property and that all current known mice and rats have been exterminated at the entire rental property;
 - f. what specific pest control treatment(s) and/or other measure(s) are or will be used in the future to prevent an infestation of mice and rats;
 - g. the date and proof of payment by the landlord to the certified, licensed pest control professional for the above services.

I order the landlord to continue to provide ongoing future pest control inspections and treatments of mice and rats, as recommended by the above written report from the licensed pest control professional. If the landlord fails to abide by the above order, the four tenants have leave to reapply at the RTB for dispute resolution.

I note that the landlord has an ongoing obligation under section 32 of the *Act* to provide ongoing pest control inspections and treatments where necessary, for any type of pests, if there are known pests or there are reported to be pests at the rental property.

I order that the monthly rent for EACH of the four tenants be reduced by \$40.00 each month, effective on March 1, 2017 until such time as the following repairs are made and the deficiencies are corrected by the landlord, at the landlord's own cost:

- 1) the landlord provides a new or used stove in proper working order to the tenants for their use at the rental unit, of adequate and comparable size to replace the broken large conventional stove and oven that the tenants first had in the rental unit when they moved in;
- 2) the landlord provides a signed, written declaration from a certified, licensed technician to the four tenants, that both the stove and oven are in proper working order and are safe to use at the rental unit;
- 3) the landlord provides the four tenants with the date and proof of payment for the new or used stove and oven as well as for the services of the certified, licensed technician.

I order that the monthly rent for EACH of the four tenants be reduced by \$40.00 each month, effective on March 1, 2017 until such time as the following repairs are made and the deficiencies are corrected by the landlord, at the landlord's own cost:

- 1) the landlord provides a new or used oven in proper working order to the tenants for their use at the rental unit, of adequate and comparable size to replace the broken large conventional stove and oven that the tenants first had in the rental unit when they moved in;
- 2) the landlord provides a signed, written declaration from a certified, licensed technician to the four tenants, that both the stove and oven are in proper working order and are safe to use at the rental unit;
- 3) the landlord provides the four tenants with the date and proof of payment for the new or used stove and oven as well as for the services of the certified, licensed technician.

I order that the monthly rent for each of the tenant and tenant RL only, be reduced by \$100.00 each month, effective on March 1, 2017 until such time as the following repairs are made and the deficiencies are corrected by the landlord, at the landlord's own cost:

- 1) a certified, licensed technician has inspected the entire rental unit for water leaks and water damage;
- 2) all areas with water leaks and water damage are repaired and corrected by a certified, licensed technician(s);
- 3) a signed, written report is provided to the landlord and the four tenants by a certified, licensed technician(s) including the minimum following elements:
 - a. the date of the report, the name of the technician(s), and the education, license(s) and certification(s) held by the technician;
 - b. what areas were inspected at the rental unit and the date of such inspections;
 - c. what findings were made upon inspection regarding water leaks and water damage at the rental unit;
 - d. what repairs and measures were taken to correct the water leaks and water damage at the rental unit;
 - e. a conclusive finding that there are no current water leaks or water damage at the rental unit and that all water leaks and water damage have been remediated;
 - f. a declaration that the drywall has been adequately repaired and the carpet has been adequately cleaned or replaced, the broken window seal is fixed and the glass door is sealed, if necessary, in the tenant and tenant RL's bedroom at the rental unit or the reason why such repairs, cleaning or replacement is not necessary;
 - g. the date and proof of payment by the landlord to the certified, licensed technician(s) for the above services.

I order the four tenants to provide access to the landlord and the landlord's licensed, certified professionals for the purposes of conducting inspections, treatment and repairs, provided that the landlord has first given proper notice to the four tenants under section 29 of the *Act*.

If the parties disagree as to whether any of the above repair orders or requirements have been met or when the rent reduction should cease, both parties have leave to reapply at the RTB for dispute resolution.

Notice to Enter the Rental Unit

The tenant said that not all tenants were given notice when the landlord entered the unit and that she took photographs of the rental unit, including of the tenant and tenant RL's bedroom without obtaining their permission. He said that the landlord does not follow the notice requirements of the *Act* before entering the rental unit.

As the tenants did not file an application for compensation with respect to the landlord's possible violations under section 29 of the *Act*, regarding possible illegal entry into the rental unit, I cannot award compensation to them. The tenants may file an application in the future to seek this relief, if they choose to do so.

I caution the landlord to review section 29 of the *Act*, regarding the right to enter a rental unit:

Landlord's right to enter rental unit restricted

29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;*
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:*
 - (i) the purpose for entering, which must be reasonable;*
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;*
- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;*
- (d) the landlord has an order of the director authorizing the entry;*
- (e) the tenant has abandoned the rental unit;*
- (f) an emergency exists and the entry is necessary to protect life or property.*

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Conclusion

I order the tenant and tenant RL to deduct \$1,270.00 from each of their future monthly rent payable to the landlord for this rental unit, in full satisfaction of the monetary award for the past rent reduction.

I order tenant LL and tenant JK to deduct \$1,120.00 from each of their future monthly rent payable to the landlord for this rental unit, in full satisfaction of the monetary award for the past rent reduction.

I order the landlord to complete the above inspections, repairs, and other remediation measures at the rental unit and the rental property, in accordance with the above directions.

I order that the four tenants' future monthly rent be reduced, effective on March 1, 2017, as per the above directions and to continue until the landlord corrects the above deficiencies.

If the parties disagree as to whether any of the above repair orders or requirements have been met or when the rent reduction should cease, both parties have leave to reapply at the RTB for dispute resolution.

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: January 27, 2017

Residential Tenancy Branch