



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

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A matter regarding K.L. CHONG & ASSOCIATES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

This hearing dealt with the Tenant's application under the *Manufactured Home Park Tenancy Act* (the "Act") for:

- cancellation of a One Month Notice to End Tenancy for Cause dated August 31, 2022 (the "One Month Notice") pursuant to section 40;
- an order that the Landlord comply with the Act, the regulations, or tenancy agreement pursuant to section 55; and
- authorization to recover the filing fee for this application from the Landlord pursuant to section 65.

The Tenant and the Landlord's resident manager MB attended this hearing. They were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. During the hearing, the Tenant was represented by legal counsel VS.

All attendees were advised that the Residential Tenancy Branch Rules of Procedure prohibit unauthorized recordings of dispute resolution hearings.

The parties did not raise any issues with respect to service of dispute resolution documents. MB confirmed receipt of the Tenant's notice of dispute resolution proceeding package (the "NDRP Package") and documentary evidence. I find the Landlord was served with the NDRP Package and the Tenant's documentary evidence in accordance with sections 81 and 82 of the Act.

VS acknowledged receipt of the Landlord's documentary evidence. I find the Tenant was served with the Landlord's documentary evidence in accordance with section 81 of the Act.

Issues to be Decided

1. Is the Tenant entitled to cancel the One Month Notice?
2. Is the Landlord entitled to an Order of Possession?

3. Is the Tenant entitled to an order that the Landlord comply with the Act, the regulations, or tenancy agreement?
4. Is the Tenant entitled to reimbursement of the filing fee?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony presented, only the details of the respective submissions and arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of this application and my findings are set out below.

The Tenant has been a resident of the park for 27 years. The Tenant presently owns two manufactured homes in the park, one of which is occupied by the Tenant, and the other is occupied by the Tenant's son.

This dispute concerns the unit occupied by the Tenant's son. The subject unit was purchased by the Tenant in spring 2022. The tenancy is month-to-month. Pad rent is \$610.00 due on the first day of each month. There is no signed tenancy or assignment agreement.

Previously, the Tenant's son resided in another unit in the park owned by the Tenant. That tenancy was terminated for cause (see dispute resolution file number referenced on the cover page of this decision) and the unit has since been sold. A copy of the Residential Tenancy Branch decision dated August 8, 2022 (the "Previous Decision") has been submitted into evidence.

In the Previous Decision, the arbitrator had found as follows (naming changed for consistency with this decision):

The Landlord essentially argues that the [Tenant's son] and/or his associates, L.A. and V.C., are involved in trafficking illicit substances. The Landlord's agent testified to witnessing vehicles coming and going from the property approximately four times a day. The Landlord's agent advised of two instances in which individuals were taken from the manufactured home under unusual circumstances and that one of the individuals later died in hospital. The written submissions allege that one was in relation to a drug overdose. Looking at the police raid on March 11, 2022, I do not accept the [Tenant's son's] argument that the Landlord's agent or the caretaker initiated the police search. The email provided by the Landlord is from an officer and clearly indicates that the search

was initiated following surveillance of the manufactured home. A search warrant was granted to enter two manufactured homes. The Landlord's written submissions indicate 9 police vehicles attended and the written statements from M.K. and R.W. both describe a significant armed police presence. It is more likely than not that the search was conducted as stated in the police officer's email, after the [Tenant's son] was subjected to police surveillance. The evidence is clear that nothing was found during the search that warranted further investigation. However, the police email makes clear that the information that could be shared is limited due to their awaiting charge approval. Regardless of whether any charges do come, I find that the police attendance was not by chance and that the [Tenant's son's] conduct caused the disturbance on March 11, 2022.

The Landlord's evidence indicates that one individual died after visiting the manufactured home on January 18, 2022 and that another was taken away by paramedics on November 6, 2021. The [Tenant's son] provided no response to the allegations in his oral submissions, despite being served with the documentary evidence and listening to the agent's oral submissions. I accept that paramedics attended on November 6, 2021 and January 18, 2022. One instance may simply be a tragic accident. However, two instances involving exceedingly similar sets of circumstances leads me to conclude that it is more likely than not that the two individuals in question overdosed on illicit substances while visiting the [Tenant's son's] manufactured home.

Further, the Landlord's evidence suggests that vehicles have been witnessed coming and going from the manufactured home throughout the day. The [Tenant's son] denies the frequency and says he is getting cannabis delivered to his home. However, the Landlord has witness statements from R.W., B.W., and M.K., all of whom indicate they have witnessed what they describe as drug deals. Indeed, the statements of R.W. and B.W. both outline an instance in August 2021 when the [Tenant's son] warned them that a drug dealer may seek retribution from the [Tenant's son] at his home. B.W. and M.K. both indicate they have children and that they are fearful for their children's safety in light of the activity taking place at Tenant's manufactured home. On balance, I accept the Landlord's allegation that the [Tenant's son] has drug dealers attend the manufactured home and that these constitute an ongoing disturbance at the park.

Looking at the [Tenant's son's] alleged consumption of cannabis, I accept that he likely does consume cannabis, which is legal. However, M.K.'s statement describes exceedingly erratic behaviour on April 15, 2022. The [Tenant's son] provided no response at the hearing respecting this behaviour. Perhaps it is possible that [Tenant's son's] back medication caused this behaviour. However, this incident when viewed within the wider context of incidents described by the Landlord lead me to conclude that it is not likely that [Tenant's son's] back medication. Two individuals, one of whom died, were taken away the manufactured home after passing out. Drug dealers have been witnessed coming and going from the manufactured home. The police have placed the [Tenant's son] under surveillance on suspicion of trafficking drugs. When viewed in this wider context, it is more likely than not that the [Tenant's son] is consuming illicit substances and that is what has caused this behaviour. I find that the [Tenant's son's] behaviour, specifically on April 15, 2022, constituted a disturbance within the park.

When viewed individually, the incidents described by the Landlord would likely not be sufficient to justify an end to the tenancy. However, the collective impact of the various incidence make it clear that the [Tenant's son's] conduct constitutes an unreasonable disturbance to the other occupants of the manufactured home park. I find that the frequent daily visits from vehicles, the police attendance, and two attendances by paramedics due to probably overdoses constitute a frequent and ongoing conduct by the [Tenant's son] that unreasonably disturbs the other occupants of the manufactured home park.

I further find that the nature of the disturbances seriously jeopardize the health, safety and lawful right of the other occupants at the manufactured home park. I make this finding relying upon the incident described in August 2021 in which the other park tenants describe hiding in the back of the trailer.

(emphasis underlined)

After the Landlord executed a writ of possession on August 25, 2022 to evict the Tenant's son from his former unit, the Tenant promptly moved his son's belongings into the subject unit and has provided his son with access to the subject unit since.

The Landlord issued the One Month Notice to terminate this tenancy shortly after the Tenant's son gained occupancy of the subject unit. The One Month Notice is signed by

MB on behalf of the Landlord and has an effective date of September 30, 2022. The causes are:

- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord
- Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of (sic) the landlord
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord
- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park
- Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent

The details of cause on the One Month Notice state (portions redacted for privacy):

After many years and many incidents with this individual including police file numbers and charges laid because of behavior, what he allows as acceptable. Other residents have had to tolerate this far to long. His son was recently evicted from a unit un(unit [number]) that he owned until August 25, 2022, when the bailiffs removed his son from that unit, and this resident subsequently is allowing his son to stay in another unit he also owns (unit [number]). rCMP file # [number].

It is time that he, and his son, be removed from the park so that our park can finally start healing.

* see attached

MB stated that a copy of the One Month Notice was delivered to the Tenant's son at the subject unit on August 31, 2022. The Tenant indicated that he received the One Month Notice on September 1, 2022.

MB stated that the Tenant did not ask the Landlord for permission to move his son into the subject unit. MB explained that the problems involving the Tenant's son were not resolved since he was immediately relocated elsewhere in the park following the eviction.

The Landlord's evidence suggests that the Tenant's son is a known drug user. MB stated that dealers have come further into the park, where there are children. A map of the park submitted by the Landlord shows that the subject unit is at the far end of the park, opposite from the Tenant's own unit. MB stated that she continues to receive complaints about the Tenant's son's activities. MB stated that the Tenant continues to enable his son and continues to pay rent to allow his son to be in the park.

MB described an incident in March 2021 during which the Tenant and the Tenant's son came to MB's unit outside of office hours, yelling about a situation involving another tenant. The Tenant then proceeded to smash the other tenant's planters, which resulted in the police being called. According to MB, the Tenant was charged with uttering threats and possessing a weapon. The Landlord submitted a witness statement dated March 29, 2021, photographs of broken planters, and a copy of court charges against the Tenant into evidence.

MB stated that the Tenant behaves as if he is exempt from rules and regulations which pertain to living within a community. MB stated that it is time for the Tenant and his son to go, so that the park can heal.

MB testified that when the Tenant's son was evicted, there were two deaths from overdoses less than 6 months apart in the Tenant's son's previous unit.

MB stated that the Tenant's son allows his girlfriend LA and friend VC to frequent the subject unit, which is also not welcomed by the Landlord.

According to MB, there was a fire in the park on October 2, 2022 caused by a woman looking for the Tenant's son, due to being owed drug money. MB explained that another tenant had mistakenly given the woman the wrong address for the Tenant's son, and when the woman was told to leave, she went around the back of the park and lit the hedges of the other unit on fire. MB referred to witness statements from residents who heard the woman looking for the Tenant's son and VC. According to the Landlord's written submissions, the black smoke from the fire was observed approximately 15 minutes after the woman had asked for the Tenant's son and VC. MB referred to photographs that she took of fire department having mostly put out the fire, as well as a

piece of burnt cardboard that was left inside the resident's fence. MB stated that the incident was deemed an arson by police. According to the Landlord's written submissions, the Tenant and his son suggested that the fire had occurred in the dumpster of the schoolyard behind the park, which MB denied. MB argued that the fire would not have occurred if the Tenant's son was not living at the park.

MB described an incident in which LA's mother accelerated towards MB and another resident in a vehicle while picking up LA from the park. MB stated that the other resident was about to jump out of the way. MB stated that this is another example of what residents at the park have to deal with due to what the Tenant allows. The Landlord submitted a statement from a resident, TH, dated October 8, 2022, which confirms that the incident occurred on October 7, 2022.

The Landlord submitted additional evidence including correspondence with the police dated April 27 and 29, 2022, which confirms that police executed a search warrant on the Tenant's son's former unit on March 11, 2022.

The Landlord's evidence also includes various witness statements regarding an incident on September 17, 2022 between MB's husband and the Tenant's son. The statements describe the Tenant's son falling over next to MB's husband's parked vehicle as MB's husband sat inside, and the Tenant's son is alleged to have fraudulently claimed that MB's husband had run over his foot. MB's husband provided a written statement describing the Tenant's son as "unstable" and having "intimidated so many residents in the park". Another resident, JL, provided a witness statement describing the Tenant's son "wanting to physically fight" her partner, who had walked over to see what was going on. JL states the Tenant then stepped between them.

According to a statement dated October 28, 2022, TH had seen a vehicle in front of the subject unit on October 27, 2022. TH noted the make and license plate number of this vehicle. TH states that he had seen drug deals between this vehicle and the Tenant's son on other occasions.

In a written statement dated January 1, 2023, resident DT describes the Tenant's son creating "chaos", "fighting", and an "unsafe environment" for her children. DT states the Tenant's son has "threatened" and "scared" her family and made their daily lives "stressful". DT states she is concerned about "violence", "drug use", and persons willing to cause harm to the Tenant's son.

In response, VS submitted that the Tenant seeks to set aside the One Month Notice. VS argued that the Tenant has not breached any material terms of the tenancy agreement. VS argued that the Landlord seeks to evict the Tenant based on bare assertions that the Tenant is allegedly causing issues at the park or is permitting someone else to cause alleged issues at the park. VS submitted that the Tenant denies the Landlord's allegations.

VS submitted that the RCMP file number referred to in the One Month Notice was related to the March 2021 incident. VS submitted that the matter was resolved soon after with the charges being dropped and the proceedings stayed.

VS argued that the One Month Notice was improper with the Landlord "manufacturing cause" to evict the Tenant based on an intention to prohibit activity that the Tenant says has not occurred. VS referred to text correspondence between MB's husband and the Tenant's son, in which MB's husband stated that he is "happy" that the Tenant and the Tenant's son are being evicted. VS characterized this correspondence as a threat to get the Tenant out of the park.

VS submitted that the Tenant denies the Landlord's allegations of theft and violence. VS also referred to positive character references for the Tenant from long-term residents at the park submitted into evidence. VS argued that the statements attest to the Tenant being a pillar of the community.

VS submitted that alleged incidents involving the Tenant's son, in which vehicles are seen coming to the subject unit then leaving, which are denied by the Tenant, are isolated incidents which should have no bearing on the tenancy even if true. VS argued that the Landlord has a vendetta against the Tenant's son. VS submitted that the Tenant's son is "visiting" the Tenant and has belongings in the subject unit. VS submitted that the Tenant's girlfriend resides in another city. VS argued that the Tenant is not responsible for or in control of any other individuals that come into the park, such as VC. VS submitted that the obligations are on management to deal with visitors to the park.

VS submitted that there is no assignment or sublet agreement between the Tenant and his son, and that there is no acceptance payment by the Tenant or money changing hands.

VS argued that although the One Month Notice alleges years of issues and police incidents, only one RCMP file number has been provided. VS argued that the individuals passing away due to overdoses do not have anything to do with the Tenant.

VS argued that the Landlord did not provide evidence of the woman starting the fire in October 2022. VS submitted that the Tenant had been assisting with putting out the flames. VS submitted that no one had seen the woman light the fire. VS submitted that according to the Tenant, it is possible the fire had started from a nearby school yard.

VS submitted that the Tenant's son is in the process of obtaining supportive housing and hopes to do so by March 31, 2023.

VS submitted that the Tenant seeks an order for the Landlord to comply with the Act because the Landlord's agents have been overreaching in their restrictions against the Tenant and his son.

According to MB, the Tenant did not submit his son's side of the text messages. MB stated that the Tenant's texts messages include threats of police coming to the park. MB stated that there has been more than one police incident number. MB stated that the Tenant can be nice but has another side to him. MB stated that the character reference statements only show one side. MB stated she knows all the tenants who submitted the letters and most of them do not know the Tenant that well. MB stated that those tenants keep to themselves and mind their own business.

MB explained that she had approved the Tenant's purchase of the subject unit from the Tenant's relative because the Tenant was supposed to renovate the unit and sell it. MB stated the Tenant did not get permission to move his son in. The parties agreed that the Tenant had renovated units in the park and sold them before.

Analysis

1. Is the Tenant entitled to cancel the One Month Notice?

Section 40 of the Act permits a landlord to end a tenancy for cause upon one month's notice to the tenant. Section 40(1) describes the situations under which the landlord will have cause to terminate the tenancy.

Section 40(3) of the Act requires a notice to end tenancy for cause given by the landlord to comply with section 45, which states:

Form and content of notice to end tenancy

45 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the manufactured home site,
- (c) state the effective date of the notice,
- (d) except for a notice under section 38 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

I have reviewed the One Month Notice and find that it complies with the requirements set out in section 45 of the Act.

I find the Tenant was served with a copy of the One Month Notice in accordance with section 81(e) of the Act on August 31, 2022.

Section 40(4) of the Act permits a tenant to dispute a one month notice to end tenancy for cause within 10 days of receiving such notice. Records of the Residential Tenancy Branch indicate that the Tenant submitted this application on September 2, 2022. I find the Tenant made this application within the time limit required by section 40(4).

Where a tenant applies to dispute a notice to end a tenancy issued by a landlord, Rule 6.6 of the Rules of Procedure places the onus on the landlord to prove, on a balance of probabilities, the grounds on which the notice to end tenancy were based.

The causes in the One Month Notice correspond to sections 40(1)(c), (d), (e), and (h) of the Act, which state as follows:

Landlord's notice: cause

40(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

[...]

(c) the tenant or a person permitted in the manufactured home park by the tenant has

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the manufactured home park,
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- (iii) put the landlord's property at significant risk;

- (d) the tenant or a person permitted in the manufactured home park by the tenant has engaged in illegal activity that
 - (i) has caused or is likely to cause damage to the landlord's property,
 - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the manufactured home park, or
 - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (e) the tenant or a person permitted in the manufactured home park by the tenant has caused extraordinary damage to a manufactured home site or the manufactured home park;
- [...]
- (h) the tenant purports to assign the tenancy agreement or sublet the manufactured home site without first obtaining the landlord's written consent or an order of the director as required by section 28 [*assignment and subletting*]; [...]

In this case, I find the Tenant's son to be a "person permitted on in the manufactured home park" by the Tenant. I find the Tenant's son has access to and use of the subject unit, and by extension the park, with the Tenant's express permission.

I find the Tenant adopts a blanket denial of the Landlord's allegations against his son. However, I find the Tenant to have provided little in the form of any substantive response or alternate version of events for most of the alleged incidents involving his son. In addition, I note while there are statements submitted on behalf of the Tenant, none have been submitted in support of his son.

Based on the evidence presented, I find the police executed a search warrant at the park on March 11, 2022, due to drug activities involving the Tenant's son and others. I find this caused a disturbance of other park residents.

I find it is not seriously disputed that the Tenant's son uses drugs and took part in drug deliveries at the park. I also find it is not disputed that there were overdoses at the Tenant's son's previous unit in 2021 and 2022, which would have also disturbed other occupants of the park. Based on witness statements submitted by the Landlord which refer to the woman looking for the Tenant's son and VC for a drug debt, as well as TH's observation of a vehicle known to be related to previous drug deals at the subject unit in October 2022, I find it is probable that the Tenant's son's drug-related activities have

continued to some extent inside the park after he moved into the subject unit. I find that such activities would continue to jeopardize the health, safety and lawful right of other occupants in the park and could attract violence to the park.

Furthermore, based on the witness statements and photographs submitted by the Landlord, I find on a balance of probabilities that the fire on October 2, 2022 was caused by the woman looking for the Tenant's son and VC. I find the Landlord's evidence regarding the timing and location of the fire to support the Landlord's position that the woman had gone there soon after being told of the wrong unit number for the Tenant's son by another resident. I find the Landlord's photographs show that areas inside the park had been damaged by the fire. I find the Tenant's assertion that the fire was in a dumpster in the schoolyard behind the park to not be supported by any corroborating evidence, such as photographs or witness statements. I find this incident serves as an example of danger that could be attracted to the park due to drug-related activities.

I find that when viewed individually, verbal altercations such as the dispute with MB's husband and JL's partner on September 17, 2022 appear insignificant. However, based on the evidence that multiple residents have affected and the length of time over which various interferences have persisted, I am of the view that these incidents cannot be viewed in isolation. I find statements such as those from MB's husband and DT speak to the stress felt by some of the residents and feeling unsafe in their own homes due to their experiences with the Tenant's son.

In light of the totality of the evidence, as well as the arbitrator's findings in the Previous Decision, for which I find no basis to disturb, I conclude the Tenant's son has significantly interfered with and unreasonably disturbed other occupants of the manufactured home park, and has seriously jeopardized the safety and lawful right of the other occupants, such that the termination of this tenancy is justified.

I note the previous proceeding leading to the Previous Decision should have already alerted the Tenant to the seriousness of his son's activities and impact on other park residents.

Based on the foregoing, I am satisfied that the Landlord has established cause for ending this tenancy under sections 40(1)(c)(i) and (ii) of the Act.

I find it is not necessary to also consider whether the Landlord has also established cause under sections 40(1)(c)(iii), (d), (e), or (h) of the Act, or to consider the conduct of the Tenant himself as alleged by the Landlord.

The Tenant's claim to dispute the One Month Notice is therefore dismissed without leave to re-apply.

2. Is the Landlord entitled to an Order of Possession?

Section 48(1) of the Act states:

Order of possession for the landlord

48(1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the manufactured home site if

- (a) the landlord's notice to end tenancy complies with section 45 [*form and content of notice to end tenancy*], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Having found the One Month Notice to comply with the requirements of section 45 and having dismissed the Tenant's claim to dispute the One Month Notice, I find the Landlord is entitled to an Order of Possession pursuant to section 48(1) of the Act.

Residential Tenancy Policy Guideline 54. Ending a Tenancy: Orders of Possession states:

B. DETERMINING THE EFFECTIVE DATE OF AN ORDER OF POSSESSION

An application for dispute resolution relating to a notice to end tenancy may be heard after the effective date set out on the notice to end tenancy. Effective dates for orders of possession in these circumstances have generally been set for two days after the order is received. However, an arbitrator may consider extending the effective date of an order of possession beyond the usual two days provided.

While there are many factors an arbitrator may consider when determining the effective date of an order of possession some examples are:

- The point up to which the rent has been paid.
- The length of the tenancy.

- e.g., If a tenant has lived in the unit for a number of years, they may need more than two days to vacate the unit.
- If the tenant provides evidence that it would be unreasonable to vacate the property in two days.
 - e.g., If the tenant provides evidence of a disability or a chronic health condition.

An arbitrator may also canvas the parties at the hearing to determine whether the landlord and tenant can agree on an effective date for the order of possession. If there is a date both parties can agree to, then the arbitrator may issue an order of possession using the mutually agreed upon effective date.

Ultimately, the arbitrator has the discretion to set the effective date of the order of possession and may do so based on what they have determined is appropriate given the totality of the evidence and submissions of the parties.

In this case, I accept the Tenant's son is in the process of finding alternative housing. I find a period of approximately one month to be reasonable for the Tenant's son to vacate the subject unit. Pursuant to section 48(1) of the Act, I grant the Landlord an Order of Possession effective at 1:00 pm on March 31, 2023.

3. Is the Tenant entitled to an order that the Landlord comply with the Act, the regulations, or tenancy agreement?

Under section 55(3) of the Act, the director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement.

The Tenant's application states: "The Landlord needs to permit the Tenant to continue residing in his property without unreasonable interference or harassment."

I find the Tenant and his counsel have not clearly articulated which part of the Act, the regulations, or tenancy agreement the Tenant wants the Landlord or the Landlord's agent to comply with. I note based on the evidence presented, I do not find the Landlord's agents, including MB and her husband, to have unreasonably interfered with or harassed the Tenant or his son so as to breach their rights to quiet enjoyment under section 22 of the Act. I accept that there is a history of conflict between the parties. However, I do not find the evidence to show the Landlords' agents to have acted so

one-sidedly that an order to comply under section 55(3) of the Act would be warranted in the circumstances.

I dismiss the Tenant's claim under this part without leave to re-apply.

4. Is the Tenant entitled to reimbursement of the filing fee?

The Tenant has not been successful in this application. I decline to award the Tenant reimbursement of his filing fee under section 65(1) of the Act.

Conclusion

The Tenant's application is dismissed in its entirety without leave to re-apply.

Pursuant to section 48(1) of the Act, I grant an Order of Possession to the Landlord effective **1:00 pm on March 31, 2023**. The Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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

Dated: February 25, 2023

Residential Tenancy Branch