



UNDERTAKING

**IN THE MATTER OF THE *MOTOR DEALER ACT R.S.B.C. 1996 c. 316* and the
*BUSINESS PRACTICES AND CONSUMER PROTECTION ACT S.B.C. 2004, c. 2***

THIS UNDERTAKING is made jointly and severally with an effective date
of October 5 2020

between:

Sukhi Bath Motors (Dealer #30825), Kirtveer Bath (SP #111094)
Hargewan Bath (SP # 116462)

and:

The Registrar, Vehicle Sales Authority of BC

WHEREAS:

1. Sukhi Bath Motors (Dealer #30825), (the "Dealer"), is a "registered motor dealer", as defined under the *Motor Dealer Act R.S.B.C. 1996 c. 316* ("MDA").
2. Kirtveer Bath, Business Manager, (SP #111094) is a "salesperson" as defined in section 1(1) of the MDA.
3. Hargewan Bath (SP #116462) is a "salesperson" as defined in section 1(1) of the MDA.
4. The "Registrar of Motor Dealers," as defined under the MDA, (the "Registrar") is responsible for the administration and enforcement of the MDA, its regulations, and prescribed provisions of the *Business Practices and Consumer Protection Act S.B.C. 2004 c. 2* (the "BPCPA");
5. The Registrar has received and investigated a complaint from a consumer who claims that:
 - a. The Dealer facilitated a transaction whereby a salesperson employed by the Dealer, completed loan documentation incorrectly on a joint purchase application of a motor vehicle, by making the complainant Sherwin Medina, the primary applicant on the loan and including a cashback option in the amount of \$1,000 without the knowledge and consent of the complainant, that in turn was not paid to him but that was paid in its entirety to the co-applicant Leodigario Diaz;

- b. The Dealer facilitated a transaction whereby a salesperson employed by the Dealer, completed ownership documentation incorrectly on the application, neglecting to add Sherwin Medina's name to the ownership documents and only including the co-applicant, Leodigario Diaz, giving him sole ownership of the vehicle; and
 - c. The Dealer's lack of supervision and training to ensure their sales personnel conduct business in accordance with the MDA and the BPCPA, resulted in vastly different privileges and obligations for the applicants, leaving the complainant, Sherwin Medina without the benefit of the vehicle and with the extreme financial hardship of a large loan.
6. The Registrar asserts that the Dealer and Salespersons have contravened the following provisions of the BPCPA:
- a. Section 4(3)(b)(iv) of the BPCPA – engaging in deceptive acts or practices; and
 - b. Sections 8 and 9 of the BPCPA – unconscionable acts or practices.

NOW THEREFORE the Dealer and Salespersons undertake, acknowledge, and agree with the Registrar:

7. To comply with the MDA, BPCPA, and the regulations made thereunder;
8. The Dealer is to pay an Administrative Penalty in the amount of **\$6,900** in relation to the subject matter of this Undertaking within thirty (30) days of the signing of this Undertaking;
9. Salesperson Kirtveer Bath is to retake the VSA Salesperson refresher course within three (3) months from the signing of this Undertaking;
10. Salesperson Jevan Bath is to retake the VSA Salesperson refresher course within three (3) months from the signing of this Undertaking;
11. The Dealer is to assist Mr. Sherwin Medina by providing the necessary information to the lender and to Equifax to restore his credit rating;
12. To reimburse the Registrar a total of **\$1,102.85** representing 100% of the investigation costs incurred to date in relation to the subject matter of this Undertaking within thirty (30) days of the signing of this Undertaking;
13. That this Undertaking is binding on the Dealer and Salespersons until such time as it is either terminated in writing by the Registrar or terminated by Order of the Supreme Court of British Columbia;
14. That in addition to rendering the Dealer and Salespersons liable to further penalties and proceedings as provided for under the BPCPA, it is an offence

under the BPCPA to fail to comply with any part of this Undertaking that has not been previously terminated; and

15. That the Registrar may, upon breach of any part of this Undertaking by the Dealer or the Salespersons, declare the Undertaking to be at an end and may institute such proceedings and take such action under the BPCPA, or the Act as considered necessary.

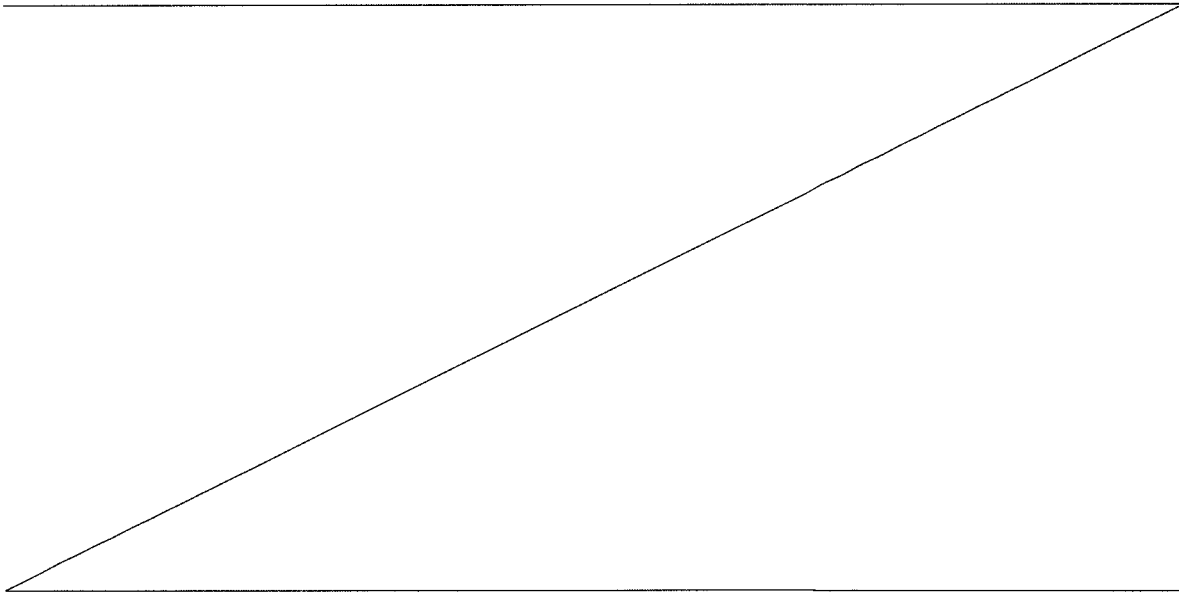
16. That any communication with the Registrar in connection with this Undertaking shall be made to the following address:

Registrar of Motor Dealers
Vehicle Sales Authority of B.C.
#280 – 8029 199th Street
Langley, BC V2Y 0E2

And in the case of the Dealer and Salespersons, to the following address:

Sukhi Bath Motors
15437 Fraser Highway
Surrey, BC V3R 3P6

unless another address for delivery is given to the other party, in writing, by either the Registrar, the Dealer or the Salespersons.



17. The Dealer and Salespersons acknowledge and warrant that they have had an opportunity to seek legal advice as to the terms of this Undertaking.

DATED this 5th day of October 2020

Sukhi Bath Motors (DL#30825)

Signature: _____

Authorized signatory name: _____

Kirtveer Bath (SP#111094)

Hargewan Bath (SP#116462)

ACCEPTED by the Registrar of Motor Dealers this 21 day of October 2020

Ian Christman
Registrar of Motor Dealers