

**IN THE MATTER OF THE MOTOR DEALER ACT  
AND THE BUSINESS PRACTICES AND CONSUMER PROTECTION ACT**

**UNDERTAKING**

**(Section 154, Business Practices and Consumer Protection Act)**

**WHEREAS** the undersigned (and each of them, if more than one) is a "supplier" within the meaning of subsection 1(1) of the *Business Practices and Consumer Protection Act*;

**AND WHEREAS** the Registrar of Motor Dealers (the "Registrar") has reason to believe that the undersigned (and each of them, if more than one) is contravening, is about to contravene or has contravened the *Business Practices and Consumer Protection Act* or the regulations made thereunder, namely:

- A. Making representation that goods or services are available if they are not available as represented contrary to section 4 of the Business Practices and Consumer Protection Act. Specifically, that a 1992 Coachman placed on consignment with Tri-Crown RV by Lori Foster had been purchased when it had not.
- B. Making representation that uses exaggeration, innuendo or ambiguity about a material fact or that fails to state a material fact, if the effect is misleading contrary to section 4 of the Business Practices and Consumer Protection Act. Specifically that a 1992 Coachman placed on consignment with Tri-Crown RV by Lori Foster had been sold to a consumer when in fact the dealer purchased the vehicle.

**NOW THEREFORE** the undersigned (and each of them, if more than one):

1. Hereby undertakes:
  - (a) To comply with the *Business Practices and Consumer Protection Act* and the regulations made thereunder;
  - (b) To refrain from engaging in the following acts or practices:
    - (i) Failing to disclose material facts to consumers;
    - (ii) Making a representation that goods or services are available if they are not available as represented;

(c) To compensate consumers or a class of consumers, including reimbursing any money or returning any other property or thing received from consumers in connection with a consumer transaction, as follows:

(i) To compensate Lori Foster in the amount of \$3236.82

(d) To reimburse to the Registrar for the costs of investigation, including actual legal costs, relating to the matters which are the subject matter of this Undertaking, namely:

(i) MVSA recovery costs in the amount of \$1582.04

2. Hereby acknowledges, represents and declares:

(a) That if this Undertaking is given by two or more persons, all the persons named in the Undertaking are jointly and severally responsible for complying with the Undertaking and are jointly and severally liable for the payment of any amounts under the Undertaking.

(b) That the undersigned have each read this Undertaking and have had the opportunity to take independent legal advice as to its terms.

**IN WITNESS WHEREOF** the undersigned (and each of them, if more than one) has set his/her/its hand and seal (attested by the hands of its duly authorized officers, if applicable):

Name: John Dekeiver

Motor Dealer Registration No.10685.

Salesperson Licence No. 100049

Business Address

950 Trans Canada Hwy, SW

Salmon Arm, BC V1E 1T1

Date: \_\_\_\_\_

JAN 15/08

Signature: \_\_\_\_\_

Name: Bertrand Dekelver

Motor Dealer Registration No. 10685

Salesperson Licence No. 100048 (Lapsed)

Business Address

950 Trans Canada Hwy, SW

Salmon Arm BC, V1E 1T1

Date:

Jan 15/08

Signature: \_\_\_\_\_

ACCEPTED this 23 day of January, 2008

\_\_\_\_\_

Ken Smith

Registrar of Motor Dealer of British Columbia