



Motor
Vehicle Sales Authority
of British Columbia

Previously known as the Motor Dealer Council of British Columbia

**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*)

VSA File: 10-70597

WHEREAS the undersigned What Key Auto Sales Ltd. (the "Supplier") is a supplier within the meaning of subsection 1(1) of the *Business Practices and Consumer Protection Act S.B.C.2004 c. 2* (BPCPA);

AND WHEREAS the Registrar of Motor Dealers (the "Registrar") has reason to believe that the Supplier is contravening, is about to contravene or has contravened sections 4 and 5 of the BPCPA the Supplier made a representation to Shelly Hill (the "Consumer") that had the capability, tendency or effect of misleading the Consumer, specifically:

On June 26, 2010 at Langley, BC the Supplier sold a 2001 Kia Sportage (the "Motor Vehicle") to the Consumer for a cash difference of \$2,500.00 after she traded in a 1997 Honda Civic (the "Trade-In"). The Supplier agreed during the negotiations to repair a cracked windshield on the Motor Vehicle;

On June 27, 2010 the Consumer returned the Motor Vehicle to the Supplier as the engine was knocking and shaking and had a loss of power. The Supplier took the Motor Vehicle back, refunded the Consumer \$2,500.00, returned the Consumer's Trade-In and later advised the Consumer they repaired the Motor Vehicle;

On June 28, 2010, the Consumer re-purchased the Motor Vehicle for her Trade-In and \$2,500.00 after being assured the Motor Vehicle deficiencies had been repaired and the Consumer was provided with a three month warranty; and

On June 29, 2010, the Consumer discovered the Motor Vehicle had no catalytic converter, loose brake lines, windshield still cracked (all safety issues) and an engine oil leak.

On July 5, 2010, the Consumer returned the Motor Vehicle to the Supplier who refunded the Consumer \$1,500.00 of the \$2,500.00 and returned the Trade-In keeping \$1,000.00 in compensation for expense of the repairs the Supplier were made to the Motor Vehicle.

NOW THEREFORE the undersigned undertakes:

1. To comply with the BPCA and its regulations;
2. To refrain from engaging in any acts or practices that may mislead consumers; and


3. To ensure all material facts are disclosed to the consumer prior to the purchase of a motor vehicle.

FURTHERMORE the undersigned hereby agrees;

1. To reimburse the consumer \$1,000.00 kept by the Supplier; and
2. To reimburse to the Registrar a total of \$350.00 for inspection/investigating costs relating the subject matter of this Undertaking.

THE UNDERSIGNED hereby acknowledges, represents and declares that they have each read this Undertaking and have had a reasonable opportunity to obtain 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: What Key Auto Sales Ltd. Dealer #29736 19602 - Fraser Hwy., Langley, BC V3A 4C5	
Date: <u>Nov 29/2010</u>	
Signature: 	Title: Dealer Principal
Wade Wutke SP #103885	

ACCEPTED by the Registrar of Motor Dealers of British Columbia this 29 day of November 2010


Ian Christman - Registrar of Motor Dealers