



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: 10-70733

WHEREAS the undersigned West Coast Exotic Auto Group Inc and Reginald Pal are each a "supplier" (the "Suppliers") 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 supplier is contravening is about to contravene or has contravened the *Business Practices and Consumer Protection Act* or the regulations made thereunder, namely:

On July 23, 2010 at or near the City of Surrey in the Province of British Columbia it is alleged that the Suppliers did commit or engage in a deceptive act or practice that has the capability, tendency or effect of deceiving or misleading a consumer contrary to section 5(1) of the *Business Practices and Consumer Protection Act* S.B.C.2004 c. 2 (BPCPA)

Specifically, that in writing, by words or by conduct the Suppliers sold a 1999 Jeep Cherokee VIN 1J4FF68S9XL621919 (the "Vehicle") to Lianne Ledwon (the "Consumer") ostensibly transferring good title to the Vehicle to the Consumer when the Vehicle in fact did not meet the requirements of the Motor Vehicle Act in that the Vehicle's horn did not work, its stop lights were not working, the licence plate light was out, the heater fan was not functioning, the right and left Stabilizer/Bushings were distorted, the drive shaft to front differential was missing and the axle shaft U -joint needed replacement.

And further the advertisement for the Vehicle claimed the Vehicle had power locks and power windows which in fact the vehicle did not have and was a one owner vehicle when the Vehicle was not.

And furthermore the dealer did not declare the Vehicle was a total loss and was a rebuilt vehicle and that the Nick Sharma who dealt with the Consumer did not have the authority to negotiate the final terms of the sale of the Vehicle if the representation differs from the fact.

The above conduct is a deceptive act or practice under the BPCPA either under the general definition of "deceptive act or practice" or is deemed a deceptive act or practice under section 4 of the BPCPA, including the following sections:

4(3) Without limiting subsection (1), one or more of the following constitutes a deceptive act or practice:

(a) a representation by a supplier that goods or services...

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(ii) are of a particular standard, quality, grade style or model if they are not;

(iii) have a particular prior history or usage that they do not have...

(b) a representation by a supplier...

(v) about the authority of a representative, employee or agent to negotiate the final terms of a consumer transaction if the representation differs from the fact

(vi) that uses exaggeration, innuendo or ambiguity about a material fact or that fails to state a material fact, if the effect is misleading,

AND WHEREAS, the undersigned has resolved the Consumer complaint to the satisfaction of those consumers and the Registrar by unwinding the consumer transaction and refunding the Consumer the purchase price of \$3,918.98.

AND WHEREAS the undersigned is desirous of resolving this matter without the need for any formal adjudication of the above allegations.

NOW THEREFORE the undersigned hereby undertakes:

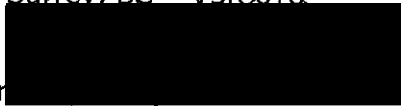
- (a) To comply with the *Business Practices and Consumer Protection Act* and the regulations made thereunder;
- (b) To ensure that advertisements on vehicles contain correct and accurate information about the advertised vehicle;
- (c) To maintain accurate business records on each vehicle purchased and
- (d) To ensure each vehicle meets the requirements of the Motor Vehicle Act;
- (e) To disclose all material facts about a vehicle to a consumer
- (f) To ensure that being a condition of licensing Reginal Pal shall within 90 days take the VSA Salesperson Certification Course - Level II put on by the Motor Vehicles Sales Authority of BC (formerly the Motor Dealer Council of BC);
- (g) To ensure that only authorized and licensed salesperson are employed to sell motor vehicles; and
- (h) To reimburse the Registrar a total of \$521.48 for inspection/investigating hearing costs relating the subject matter of this Undertaking.

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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 and 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.

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: West Coast Exotic Auto Group Inc. Dealer #30239
115 - 15225 - 104th Avenue,
Surrey, BC V3R 6Y8

Signature:  *Resident* Date: *Jan 12* 2010
Reginald Pal Title: Director and Dealer Principal Salesperson #100231

Name: Reginald Pal Salesperson #100231
#6 - 8960 River Road
Richmond, BC V6X 1V0

Signature:  *Resident* Date: *Jan 12* 2010
Reginald Pal Title: Director and Dealer Principal Salesperson #100231

ACCEPTED by the Registrar of Motor Dealers of British Columbia this 12 day of Jan, 2010



Ian Christman - Registrar of Motor Dealers

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