



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 Files: 11-70102

WHEREAS the undersigned West Auto Sales Ltd DBA Kia West, Licensed Salesperson Edward Charles Thomas are each 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 supplier is contravening is about to contravene or has contravened the *Business Practices and Consumer Protection Act* (BPCPA) or the regulations made thereunder, namely:

Section 5(1) BPCP: (Sections 4(1) and 4(3)(a)(i to viii) 4(3)(b)(i to ix) and/or 4(3)(c)(i to iii) and or Section 8(1) and 8(2) and 8(3) (a to F) and or Section 9 or other section.

Item #1

Between February 15, 2011 and December 20, 2011, both dates inclusive at or near the city of Coquitlam in the Province of British Columbia, West Auto Sales Ltd. dba Kia West ("Kia West") and Edward Charles Thomas ("Thomas") (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5,8 and 9 of the Business Practices and Consumer Protection Act (BPCPA) by making an oral, written, visual, descriptive or other representation or conduct by the Suppliers in an advertisement and to Jimmy YU (the "Purchaser") that had the capacity, tendency or effect of misleading consumers in general and the Purchaser specifically:

In an advertisement that appeared in The Province paper on March 13, 2011 West Auto Sales Ltd. DBA Kia West:

- Offered a 2011 Kia Sportage Stock# 116203 for an advertised price of \$23,998 that was sold to the Purchaser on March 14, 2011 for \$26,619.75 without advising the Purchaser of the advertised price.

Item #2

Between February 15, 2011 and December 20, 2011, both dates inclusive at or near the city of Coquitlam in the Province of British Columbia West Auto Sales Ltd. dba Kia West ("Kia West") and Edward Charles Thomas ("Thomas") (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5,8 and 9 of the Business Practices and Consumer Protection Act (BPCPA) by making an oral, written, visual, descriptive or other representation or conduct by the Suppliers in an advertisement and to Liyong YANG (the "Purchaser") that had the capacity, tendency or effect of misleading consumers in general and the Purchaser specifically:

In an advertisement that appeared in The Province paper on March 3, 2011 West Auto Sales Ltd. DBA Kia West:

- Offered a 2011 Kia Sorento Stock# 110102 for an advertised price of \$27,998 that was sold to the Purchaser on March 14, 2011 for \$31,332.75.75 without advising the Purchaser of the advertised price.

Item #3

Between February 15, 2011 and December 20, 2011, both dates inclusive at or near the city of Coquitlam in the Province of British Columbia West Auto Sales Ltd. dba Kia West ("Kia West") and Edward Charles Thomas ("Thomas") (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5,8 and 9 of the Business Practices and Consumer Protection Act (BPCPA) by making an oral, written, visual, descriptive or other representation or conduct by the Suppliers in an advertisement and to Jamie RASK (the "Purchaser") that had the capacity, tendency or effect of misleading consumers in general and the Purchaser specifically:

In an advertisement that appeared in The Province paper on March 27, 2011 West Auto Sales Ltd. DBA Kia West:

- Offered a 2011 Kia Sportage Stock# 116203 for an advertised price of \$22,488.00 that was sold to the Purchaser on March 27, 2011 for \$24,644.75 without advising the Purchaser of the advertised price.

Item #4

Between February 15, 2011 and December 20, 2011, both dates inclusive at or near the city of Coquitlam in the Province of British Columbia West Auto Sales Ltd. dba Kia West ("Kia West") and Edward Charles Thomas ("Thomas") (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5,8 and 9 of the Business Practices and Consumer Protection Act (BPCPA) by making an oral, written, visual, descriptive or other representation or conduct by the Suppliers in an advertisement and to Sebit DADA (the "Purchaser") that had the capacity, tendency or effect of misleading consumers in general and the Purchaser specifically:

In an advertisement that appeared in The Province paper on June 24, 2011 West Auto Sales Ltd. DBA Kia West:

- Offered a 2005 Nissan Altima Stock# 2598894 for an advertised price of \$8,998.00 that was sold to the Purchaser on June 25, 2011 for \$11,998.00 without advising the Purchaser of the advertised price.

Item #5

Between February 15, 2011 and December 20, 2011, both dates inclusive at or near the city of Coquitlam in the Province of British Columbia West Auto Sales Ltd. dba Kia West ("Kia West") and Edward Charles Thomas ("Thomas") (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5, 8 and 9 of the Business Practices and Consumer Protection Act (BPCPA) by making an oral, written, visual, descriptive or other representation or conduct by the Suppliers in an advertisement and to Michael McCAGHERTY (the "Purchaser") that had the capacity, tendency or effect of misleading consumers in general and the Purchaser specifically:

In an advertisement that appeared in The Province paper on April 1, 2011 West Auto Sales Ltd. DBA Kia West:

- Offered a 2011 Kia Rio Stock# 113113 for an advertised price of \$11,998.00 that was sold to the Purchaser on April 2, 2011 for \$16,767.75 without advising the Purchaser of the advertised price.

Item #6

Between February 15, 2011 and December 20, 2011, both dates inclusive at or near the city of Coquitlam in the Province of British Columbia West Auto Sales Ltd. dba Kia West ("Kia West") and Edward Charles Thomas ("Thomas") (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5,8 and 9 of the Business Practices and Consumer Protection Act (BPCPA) by making an oral, written, visual, descriptive or other representation or conduct by the Suppliers in an advertisement and to Soraya FAKHIMI (the "Purchaser") that had the capacity, tendency or effect of misleading consumers in general and the Purchaser specifically:

In an advertisement that appeared in The Province paper on May 31, 2011 West Auto Sales Ltd. DBA Kia West:

- Offered a 2011 Kia Rio Stock# 113023 for an advertised price of \$13,998 that was sold to the Purchaser on March 14, 2011 for \$16,767.75.75 without advising the Purchaser of the advertised price.

Item #7

Between February 15, 2011 and December 20, 2011, both dates inclusive at or near the city of Coquitlam in the Province of British Columbia West Auto Sales Ltd. dba Kia West ("Kia West") and Edward Charles Thomas ("Thomas") (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5 and 8 of the Business Practices and Consumer Protection Act (BPCPA) by making an oral, written, visual, descriptive or other

representation or conduct by the Suppliers in an advertisement and to Jason DANIELS (the "Purchaser") that had the capacity, tendency or effect of misleading consumers in general and the Purchaser specifically:

In an advertisement that appeared in The Province paper on June 10, 2011 West Auto Sales Ltd. DBA Kia West:

Offered a 2011 Kia Borrego Stock# 118013 for an advertised price of \$41,888.00 that was sold to the Purchaser on June 19, 2011 for \$45,464.82 without advising the Purchaser of the advertised price.

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

AND WHEREAS, Kia West has resolved the consumer monetary complaints to the satisfaction of those consumers and the Registrar.

AND WHEREAS Kia West has completed a system review of its operations and made procedural changes satisfactory to the Registrar.

NOW THEREFORE Kia West and Thomas each undertakes:

- a) To comply with the *Business Practices and Consumer Protection Act* and the regulations made there under;
- b) To ensure all material facts are disclosed to consumers prior to purchase of any motor vehicle;



AND THEREFORE the undersigned

- a) Kia West undertakes to reimburse the Registrar a total of \$2,280.63 for inspection/investigation and legal costs relating to the subject matter of this Undertaking; and
- b) Kia West undertakes to pay an Administrative Penalty in the amount of \$2,500 in relation to the issue covered in this undertaking.
- c) Thomas undertakes to pay an Administrative Penalty of \$750.00

THE UNDERSIGNED hereby acknowledges, represents and declares that he has read this Undertaking and has had a reasonable opportunity to obtain independent legal advice as to its terms.

THE UNDERSIGNED further hereby acknowledges that the availability of an undertaking to resolve any future similar allegations or contraventions may be unavailable; and that any similar allegations may be reviewed by the Registrar of Motor Dealers at a formal hearing to consider the allegations.

IN WITNESS WHEREOF the undersigned has set his hand:

Name: West Auto Sales Ltd/DBA Kia West	
Signature: 	Date: <u>18</u> April 2012
Mark Anhert (Owner)	
Name: Edward Charles Thomas	
Signature: 	Date: <u>18</u> April 2012
Edward Charles Thomas	

ACCEPTED by the Registrar of Motor Dealers of British Columbia this 23 day of April 2012



Ian Christman - Registrar of Motor Dealers