



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*)

Investigation Files: 13-70129, 13-07-027, 13-04-169, 13-07-047, 13-05-207

Hearing Files: 13-10-003, 13-10-004, 13-10-005, 13-10-006, 13-10-007, 13-10-008

WHEREAS the undersigned Revolution Honda/FSJ Revolution Motorsports (Dealer #31241) and Jason Deblois (Salesperson #116645) 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), Section 20 and 21(1), Section 21(2), Section 21(3) and Section 23 of the *Motor Dealer Act Regulation*, and Section 2(2) of the *Salesperson Licensing Regulation*.

Specifically:

#1

On or about November 24, 2012, at or near Fort St. John in the Province of British Columbia, Revolution Honda/FSJ Revolution Motorsport (Dealer #31241), Dylan Gage (SP#122650), Aaron Keith Shoaf (SP#116645), Jason Michael DeBlois (SP#120742), (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5, 8 and 9 of the BPCPA and Section 222 of the *Motor Vehicle Act*, by making an oral, written, visual, descriptive or other representation or conduct to a consumer that had the capability, tendency or effect of misleading Danae Brown ("Brown") in the purchase of a 2013 Mazda CX-5 Vin #JM3KE4BE7D0145012 (the "Mazda") and specifically:

- Misrepresenting the Mazda by supplying Brown with the Mazda that did not have the same options as the vehicle that was test driven and demonstrated to Brown.
- Misrepresenting the Mazda at a licensed off site sale and displaying the Mazda when the Mazda was from an out of province dealer who delivered the Mazda to Brown.
- Selling the Motor Vehicle to Brown without paying the appropriate taxes to have the Mazda registered in the Province of British Columbia.

#2

On or about December 28, 2012, at or near Fort St. John in the Province of British Columbia, Revolution Honda/FSJ Revolution Motorsport (Dealer #31241), Nicholas Robin Glover (SP#121990), David Scott-Moncrieff (SP#100290), Peter Reese Dickie

(SP#108280), Jason Michael DeBlois (SP#120742) (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5, 8 and 9 of the BPCPA and Section 222 of the *Motor Vehicle Act*, by making an oral, written, visual, descriptive or other representation or conduct to a consumer that had the capability, tendency or effect of misleading Karen Cazes ("Cazes") in the purchase of a 2012 Jeep Liberty VIN #1C4PJMAK2CW106132 (the "Jeep") and specifically:

- Failing to disclose all details of the transaction to Cazes including not identifying the Jeep prior to having Cazes sign a purchase agreement which was blank.
- Forcing the purchase on Cazes after she communicated that she did not want the Jeep and was advised that she could bring the Jeep back after six months.
- Failing to disclose and explain all facts in relation to the purchase agreement.
- Failing to provide Cazes with a copy of the purchase agreement at the time of the sale.

#3

On or about April 13, 2013, at or near Fort St. John in the Province of British Columbia, Revolution Honda/FSJ Revolution Motorsport (Dealer #31241), Nicholas Robin Glover (SP#121990), William Wybar Cormack (SP#123429), Peter Reese Dickie (SP#108280), Jason Michael DeBlois (SP#120742), Erich Peter Menge (SP#104331) (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5, 8 and 9 of the BPCPA and Section 222 of the *Motor Vehicle Act*, by making an oral, written, visual, descriptive or other representation or conduct to a consumer that had the capability, tendency or effect of misleading Duncan MacWilliam and Amanda MacWilliam (the "MacWilliams") in the purchase of a 2012 Dodge 2500 SLT Ram Truck VIN #3C6UD5JLXCG102411 (the "Dodge") and specifically:

- Misrepresenting the condition of the Dodge by stating that it was safe for transportation when the windshield, tie rods and tires required replacement at the time of sale and refused to replace the tires after the purchase, as the Supplier agreed to, and not completing the out of province inspection until after the sale was completed.
- Failing to pay out the lien on the trade in vehicle at the time of purchase from the MacWilliams as they agreed to.
- Misrepresenting the facts by stating that they own the products on the Dodge and the MacWilliams had to purchase the Diamond Infusion and the Nitrogen. (Tied Selling)

#4

On or about May 17, 2013, at or near Fort St. John in the Province of British Columbia, Revolution Honda/FSJ Revolution Motorsport (Dealer #31241), Bruce Lack (SP#105961), Jason Michael DeBlois (SP#120742), Nicholas Glover (SP#121990)(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) and Section 222 of the *Motor Vehicle Act*, by making an oral, written, visual, descriptive or other representation or conduct to a consumer that had the capability, tendency or effect of misleading Ruth Preston ("Preston") in the purchase of a 2013 Honda CRV Vin #2HKRM4H72DH113834 (the "Honda") and specifically:

- Misrepresenting the financing by stating that Preston did not qualify for the Honda at 0.99 or 1.99 % and then further advising that the Honda did not qualify for the interest rate.
- Stating that Preston qualified for a \$2,500 rebate which Preston had not received.
- Changing the value of Preston's trade in from \$2,500 to \$2,000.

- Requiring Preston to take extended warranty to enable financing.
- Failing to provide Preston with the purchase agreement at the time of the transaction.
- Failing to display the price on the Honda at the time of the sale and did not disclose the price of the Honda during the negotiations.
- Stated that the advertised price was incorrect and all vehicles needed to have a winter package added to the cost of the Honda.

#5

On or about June 7, 2013, at or near Fort St. John in the Province of British Columbia, Revolution Honda/FSJ Revolution Motorsport (Dealer #31241), Nicholas Robin Glover (SP#121990), Brock Noseworthy (SP#102734), Peter Reese Dickie (SP#108280), Jason Michael DeBlois (SP#120742), Erich Peter Menge (SP#104331) (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5, 8 and 9 of the BPCPA and Section 222 of the *Motor Vehicle Act*, by making an oral, written, visual, descriptive or other representation or conduct to a consumer that had the capability, tendency or effect of misleading Janice Fox ("Fox") in the purchase of a 2010 Chevrolet Cobalt VIN #1G1AD5F59A7138808 (the "Chevrolet") and specifically:

- Misrepresenting Fox's income on a loan application to the bank.
- Misrepresenting the facts of the consumer transaction by failing to disclose all facts relating to the sale and failed to supply Fox with documentation in regards to the transaction at the time of purchase.
- Failing to take into consideration the age and disability of Fox when disclosing the particulars of the Chevrolet, financing and purchase.

AND WHEREAS, Revolution Honda/FSJ Revolution Motorsports and Jason DeBlois are desirous of resolving this matter without the need for any formal adjudication of the above allegations.

AND WHEREAS, Revolution Honda/FSJ Revolution Motorsports and Jason DeBlois will resolve the consumers' monetary complaint to the satisfaction of the consumers and the Registrar.

AND WHEREAS, Revolution Honda/FSJ Revolution Motorsports and Jason DeBlois have completed a system review of its operations and made procedural changes satisfactory to the Registrar.

NOW THEREFORE Revolution Honda/FSJ Revolution Motorsports and Jason DeBlois 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 consumer prior to purchase of any motor vehicle;
- c) To resolve the consumer monetary complaint to the satisfaction of the consumer, Ruth Preston, and the Registrar by reimbursing the Preston the Honda rebate on the Honda for a total of \$2,500.00;
- d) To resolve the consumer monetary complaint to the satisfaction of the consumers Duncan and Amanda MacWilliam and the Registrar by reimbursing the MacWilliams, repair costs of \$424.69, funding the costs of four new tires plus installation,

reimbursing the insurance products in the amount of \$1,341.76, reimbursing the MacWilliams the amount of \$303 overpayment on the purchase agreement.

- e) To resolve the consumer, Karen Cazes, monetary complaint to the satisfaction of the consumer and the Registrar by placing her in a more suitable vehicle subject to financing by a financial institution or in house financing.
- f) To inspect all motor vehicles offered for sale prior to sale at an independent Government Licensed Inspection Facility for a period of three months from the date of this undertaking and to maintain records of the inspections in the dealer file. (All used vehicles to be inspected prior to sale).
- g) To ensure that all rebates and other promotions are given to the consumer at the time of the purchase or as prescribed by the manufacturer.
- h) To ensure that all persons involved in consumer transactions are licensed Salespersons under the Motor Dealer Act.
- i) To ensure that a minimum of two years of business records are maintained and available at the dealer location and are available for inspection upon request in accordance with Section 20 of the Motor Dealer Act Regulations.
- j) To ensure that all motor vehicle sales are documented on an approved Purchase Agreement which complies with the Motor Dealer Act and the Regulations.
- k) To ensure that all motor vehicles are registered in the name of the dealership prior to being offered for sale and that the appropriate inspections are done prior to the registration.
- l) To ensure that all salespersons working for the dealership are licensed by the Motor Vehicle Sales Authority.
- m) To ensure that vehicles being offered for sale at off-site sales are the property of Revolution Honda the licensed dealer.
- n) To ensure that pricing on all vehicles offered for sale is clearly marked on the vehicle and that the price on the vehicle matches any advertised price. Unless otherwise stated the marked price is an all in price.


AND THEREFORE the undersigned

- a) Revolution Honda/FSJ Revolution Motorsports and Jason Deblois undertakes to reimburse the Registrar a total of \$11,784.64 for inspection/investigation and legal costs relating to the subject matter of this Undertaking; and
- b) Revolution Honda/FSJ Revolution Motorsports undertakes to pay an Administrative Penalty in the amount of \$10,000.00 in relation to the issue covered in this Undertaking.

THE UNDERSIGNED hereby acknowledges, represents and declares that he or she 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: Revolution Honda/FSJ Motorsports	
Signature: 	Date: October <u>23</u> , 2013
Lionel Robins	

ACCEPTED by the Registrar of Motor Dealers of British Columbia this 23 day of October 2013



Ian Christman - Registrar of Motor Dealers