



**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 Investigation Files: 13-11-051, 14-03-045 and 14-07-127

WHEREAS the undersigned Goldline Motors Inc. (Dealer #30752) and Taghi Vahid Shahadi (Salesperson #110394) are each a "supplier" within the meaning of subsection 1(1) of the *Business Practices and Consumer Protection Act* (the "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 the BPCPA or the regulations made thereunder, namely:

Section 5(1) BPCPA: (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, 21(1), 21(2), 21(3) and Section 23 of the *Motor Dealer Act Regulation*.

Section 2(2) of the *Salesperson Licensing Regulation*.

Specifically:

1. On or about October 10, 2013, at or near Burnaby in the Province of British Columbia, Goldline Motors Inc. (Dealer #30752) and Taghi Vahid Shahadi (Salesperson #110394) (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5, 8 and 9 of the BPCPA by making an oral, written, visual, descriptive or other representation or conduct that had the capability, tendency or effect of misleading Erin Potter (the "Consumer") in the purchase of a 2008 Subaru VIN #4S4BP61C5863331502 (the "Motor Vehicle") and specifically:
 - Delivered the Motor Vehicle to the Consumer with mechanical and safety issues that the Suppliers either knew or ought to have known and should have disclosed the pre-existing tear in the front axle boot and the non-operational transmission to allow the Consumer to make an informed decision when purchasing the Motor Vehicle.
2. On or about December 21, 2013, at or near Burnaby in the Province of British Columbia, Goldline Motors Inc. (Dealer #30752) and Taghi Vahid Shahadi (Salesperson #110394) (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5, 8 and 9 of the BPCPA by making an oral, written, visual, descriptive or other representation or conduct that had the capability, tendency or effect of misleading Sean Carman (the "Consumer") in the purchase of a 2006 Nissan Xterra VIN #5N1AN08W56C525136 (the "Motor Vehicle") and specifically:

- Sold and delivered to the Consumer an unsafe vehicle that did not meet the safety standards as the rear brake shoes and rotor were worn out completely and were metal on metal and the emergency brake was non-operational.
 - The Motor Vehicle had non serviceable issues with the clutch, transmission and the alternator.
- 3.** On or about June 30, 2014, at or near Burnaby in the Province of British Columbia, Goldline Motors Inc. (Dealer #30752), and Taghi Vahid Shahadi (Salesperson #110394) (the "Suppliers") did in relation to a consumer transaction contravene sections 4, 5, 8 and 9 of the BPCPA by making an oral, written, visual, descriptive or other representation or conduct that had the capability, tendency or effect of misleading Arthur Pismenny (the "Consumer") in the purchase of a 2003 Toyota Tacoma VIN #5TEHN72N73Z252984 (the "Motor Vehicle") and specifically:
- Delivered the Motor Vehicle to the Consumer when he knew or ought to have known that the Motor Vehicle was unsafe and unsuitable for transportation; and
 - Returned the Motor Vehicle to the Consumer by advising that the repairs had been completed to the frame when in fact no frame repairs had taken place and the Motor Vehicle was subsequently found to be unsafe for transportation.

AND WHEREAS, Goldline Motors Inc. (Dealer #30752) and Taghi Vahid Shahadi (Salesperson #110394) are desirous of resolving this matter without the need for any formal adjudication of the above allegations.

AND WHEREAS, Goldline Motors Inc. (Dealer #30752) and Taghi Vahid Shahadi (Salesperson #110394) will resolve the consumer, Erin Potter's, monetary complaint to the satisfaction of the Consumer and the Registrar by reimbursing the Consumer \$2,818.95 for repairs made to the motor vehicle.

AND WHEREAS, Goldline Motors Inc. (Dealer #30752) and Taghi Vahid Shahadi (Salesperson #110394) will resolve the consumer, Sean Carman's, monetary complaint to the satisfaction of the Consumer and the Registrar by reimbursing the Consumer \$2,872.02 for repairs made to the motor vehicle.

AND WHEREAS, Goldline Motors Inc. (Dealer #30752) and Taghi Vahid Shahadi (Salesperson #110394) have resolved the consumer, Arthur Pismenny's, monetary complaint to the satisfaction of the Consumer and the Registrar by reimbursing the Consumer \$12,822.88 plus the inspection fees in the amount of \$254.40.

AND WHEREAS, Goldline Motors Inc. will complete a system review of its operations and will make procedural changes satisfactory to the Registrar. A copy of the Policy and Procedures of Goldline Motors Inc. shall be supplied to the Registrar within 15 days of the signing of this Undertaking.

NOW THEREFORE Goldline Motors Inc. and Taghi Vahid Shahadi each undertakes:

- a) To comply with the BPCPA and the regulations made there under;

- b) To ensure all material facts are disclosed to consumers prior to purchase of any motor vehicle including all accumulative damage to the motor vehicle and all photos of the damage;
- c) To ensure all material facts are disclosed to consumers prior to purchase of any motor vehicle including rebuilt status when applicable;
- d) To ensure that all displayed for sale motor vehicles have been inspected by a Provincially Licensed Inspection Facility and are in a safe condition prior to offering them for sale and the appropriate inspection decals are affixed to these motor vehicles;
- e) To ensure that all persons involved in consumer transactions are licensed Salespersons under the *Motor Dealer Act*;
- f) To ensure that all motor vehicles involved in a transaction are free and clear of liens at the time of such transactions and the liens on trade in vehicles are paid out immediately after the transaction occurs;
- g) 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*;
- h) To ensure that all records relating to vehicle transactions be recorded and saved in a uniform compliant manner;
- i) To ensure that, at the time of the sale of a motor vehicle, the motor vehicle is transferred from the Goldline Motors Inc.'s name to the consumer and Goldline Motors Inc. shall have all motor vehicles displayed for sale registered in the Goldline Motors Inc.'s name prior to displaying them for sale;
- j) To provide a copy of the original Purchase Agreement to the consumer at the time of the transaction;
- k) To have all Motor Vehicles that are offered for sale inspected by a Provincially Licensed Inspection Facility;
- l) To provide a copy of the original inspection report from the Provincial Safety Inspection Facility to the consumer at the time of the transaction.

AND THEREFORE the undersigned


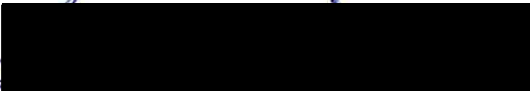
- a) Goldline Motors Inc. undertakes to reimburse the Registrar a total of \$1,126.37 for inspection/investigation and legal costs relating to the subject matter of this Undertaking; and
- b) Goldline Motors Inc. undertakes to pay an Administrative Penalty in the amount of \$5,000.00 in relation to the issues covered in this Undertaking.
- c) Taghi Vahid Shahadi undertakes to pay an Administrative Penalty in the amount of \$5,000.00 in relation to the issues covered in this Undertaking.

d) Goldline Motors Inc. and Taghi Vahid Shahadi agree to reimburse the inspection/ investigation costs and the Administrative Penalties within thirty days of signing the 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:

Signature: 	Date: August ^{10/317} 2nd ^{Sept} , 2014
Goldline Motors Inc.	
Signature: 	Date: August ^{10/317} 2nd ^{2nd} , 2014
Taghi Vahid Shahadi	

ACCEPTED by the Registrar of Motor Dealers of British Columbia this 2 day of September 2014


Ian Christman - Registrar of Motor Dealers