



Vehicle Sales Authority
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 Investigation File #: 14-08-039

VSA Hearing File #: 15-11-001

WHEREAS the undersigned Strathcona Motors (2003) Ltd. *dba* Strathcona Toyota (Dealer #5495) and Joseph Tremblay (Salesperson #102182) 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) BPCPA, deceptive acts and practices as defined or deemed by sections 4(1); 4(3)(a)(i to viii) 4(3)(b)(i to ix); and/or 4(3)(c)(i to iii).

AND WHEREAS the contraventions of section 5(1) of the BPCPA included misrepresenting or failing to make representations required by law, and specifically:

Sections 21(1), 21(2), 21(3) and 23 of the *Motor Dealer Act Regulation*.
Section 2(2) of the *Salesperson Licensing Regulation*.

Specifically:

On or about May 10, 2012, at or near Campbell River in the Province of British Columbia, Strathcona Motors (2003) Ltd. *dba* Strathcona Toyota (Dealer #5495) and Joseph Tremblay (Salesperson #102182) (collectively the "Suppliers") did in relation to a consumer transaction contravene sections 4 and 5 of the *Business Practices and Consumer Protection Act* (BPCPA) by making an oral, written, visual, descriptive or other representation or conduct that had the capability, tendency or effect of misleading Carol Fraser and Lee Fraser (the "Consumers") in the purchase of a 2008 Toyota Tundra VIN #5TBDV54198S498719 (the "Motor Vehicle") and specifically:

- Failed to disclose the reported total amount of the damage to the Motor Vehicle at the time of the sale; and
- Minimized the extent of the Motor Vehicle's damage to the Consumers.

AND WHEREAS, Strathcona Motors (2003) Ltd. *dba* Strathcona Toyota and Joseph Tremblay are desirous of resolving this matter without the need for any formal adjudication of the above allegations.

AND WHEREAS, Strathcona Motors (2003) Ltd. *dba* Strathcona Toyota and Joseph Tremblay will resolve the consumer monetary complaint to the satisfaction of the Consumers and the Registrar by making the Consumers whole again.

AND WHEREAS, Strathcona Motors (2003) Ltd. *dba* Strathcona Toyota and Joseph Tremblay will complete a system review of its operations and make procedural changes satisfactory to the Registrar.

NOW THEREFORE Strathcona Motors (2003) Ltd. *dba* Strathcona Toyota and Joseph Tremblay 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;
- c) To resolve the consumer monetary complaint to the satisfaction of the Consumers and the Registrar by making the Consumers whole again by reimbursing the Consumers the purchase price of the motor vehicle plus taxes for a total of \$3,000.00;
- d) 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*.

AND THEREFORE the undersigned

- a) Strathcona Motors (2003) Ltd. *dba* Strathcona Toyota and Joseph Tremblay undertakes to reimburse the Registrar a total of \$742.88 for inspection/investigation and legal costs relating to the subject matter of this Undertaking; and
- b) Strathcona Motors (2003) Ltd. *dba* Strathcona Toyota and Joseph Tremblay undertakes to pay an Administrative Penalty in the amount of \$3,000.00 in relation to the issues covered in this Undertaking.
- c) Joseph Tremblay undertakes to pay an Administrative Penalty of \$750.00.

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: <u>JOE TREMBLAY.</u>	
Signature: <u>[Redacted]</u>	Date: <u>01-29-2015</u>
Name: <u>RICHARD DAMIRANDE, Gen Mgr.</u>	
Signature: <u>[Redacted]</u>	Date: <u>JAN 29, 2015</u>
Name: _____	
Signature: _____	Date: _____

STRATHCONA MOTORS (2003) LTD.
2785 NORTH ISLAND HWY.
CAMPBELL RIVER, BC
V9W 2H4 PH: 250 287 9527

ACCEPTED by the Registrar of Motor Dealers of British Columbia this 2 day of February 2015

[Redacted Signature]

Ian Christman - Registrar of Motor Dealers