



**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 : #15-04-071  
VSA Hearing File :#15-07-005**

**WHEREAS** the undersigned Willowbrook Motors Ltd. (Dealer #5594) and Douglas Seal (Salesperson #105082), and Steven Phillips (Salesperson #104133) 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).

**Specifically:**

1. On or about March 12, 2015, at or near Langley, in the Province of British Columbia, Willowbrook Motors Ltd. (Dealer #5594) and Douglas Seal (Salesperson #105082), and Steven Phillips (Salesperson #104133) collectively (the "Suppliers") did commit or engage in a deceptive act or practice wherein a representation by a supplier that uses exaggeration, innuendo, or ambiguity about a material fact or fails to state a material fact, if the effect is misleading specifically that an mail out advertisement date March 12<sup>th</sup> to March 14, 2015 sent to a consumer specifically:
  - Lead consumer Adrian Evans to believe he had won a new Ram Truck as a result of the scratch and win portion.
  - Failed to properly disclose details and requirements of the advertisement to the consumer.
2. On or about March 12, 2015, at or near Langley, in the Province of British Columbia, did commit or engage in a deceptive act or practice wherein a representation by a supplier about the total price of goods or services if a person could reasonably conclude that a price benefit or advantage exists but it does not – specifically that the advertised price for a Ram 1500 Quad Cab included a loyalty/conquest rebate that was not available to all consumers as well it did not include a disclosure for documentation fees.

**AND WHEREAS**, Willowbrook Motors Ltd. (Dealer #5594) and Douglas Seal (Salesperson #105082), and Steven Phillips (Salesperson #104133) are desirous of resolving this matter without the need for any formal adjudication of the above allegations.

**AND WHEREAS**, Willowbrook Motors Ltd. (Dealer #5594) and Douglas Seal (Salesperson #105082), and Steven Phillips (Salesperson #104133) will complete a system review of its advertising procedures and make procedural changes satisfactory to the Registrar within 45 days of signing this Undertaking. These procedural changes are to be forwarded to the Registrar in writing.

**NOW THEREFORE** Willowbrook Motors Ltd. (Dealer #5594) and Douglas Seal (Salesperson #105082), and Steven Phillips (Salesperson #104133) each undertakes:

- a) To comply with the *Business Practices and Consumer Protection Act* and the regulations made there under;
- b) To ensure that all vehicles that are advertised for sale are available for sale on the date of the advertised sale.
- c) To ensure all material facts are disclosed to consumer prior to purchase of any motor vehicle;
- d) To ensure that all employees of the dealership who are involved in advertising are fully conversant with the advertising guidelines of the Vehicle Sales Authority and follow these guidelines.
- e) 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.
- f) To ensure that all sales prices are in accordance with advertised prices.
- g) To supply the Registrar or his delegate requested documentation in a timely manner.

**AND THEREFORE** the undersigned

- a) Willowbrook Motors Ltd. undertakes to reimburse the Registrar a total of \$600 for inspection/investigation and legal costs relating to the subject matter of this Undertaking; and
- b) Willowbrook Motors Ltd. undertakes to pay an Administrative Penalty in the amount of \$2,500 in relation to the issue covered in this Undertaking.

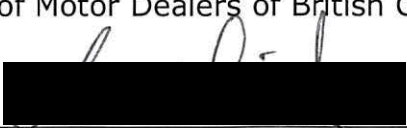
**THE UNDERSIGNED** hereby acknowledges, represents and declares that he or she has read this Undertaking and has had a reasonable opportunity to obtain independent legal advice as to its terms.

**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:      | <u>Douglas Sore</u>   |                           |
| Signature: |  | Date: <u>Aug 14, 2015</u> |
| Name:      | _____   |                           |
| Signature: | _____   | Date: _____               |
| Name:      | _____   |                           |
| Signature: | _____   | Date: _____               |

**ACCEPTED** by the Registrar of Motor Dealers of British Columbia this 14 day of August 2015



Ian Christman - Registrar of Motor Dealers