



**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 #:14-10-081  
VSA Hearing File #:15-04-001**

**WHEREAS** the undersigned Darryl's Best Buys Auto Sales Ltd. (Dealer #11019), Brian Bellis (Salesperson #105497) and Darrin Joseph Cotnam (Salesperson #119427) 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* (the "BPCPA") or the regulations made thereunder, namely: Section 5(1) BPCPA, deceptive acts and practices as defined or deemed by sections 4; 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 October 5, 2014, at or near Surrey, in the Province of British Columbia, Darryl's Best Buys Auto Sales Ltd. (Dealer #11019) and Darrin Joseph Cotnam (Salesperson #119427) (collectively the "Suppliers") did, in relation to a consumer transaction contravene sections 4 and 5 of the BPCPA, by making an oral, written, visual, descriptive or other representation or conduct by the Suppliers to a consumer that had the capability, tendency or effect of misleading Carrie-Lee Erickson (the "Consumer") in the purchase of a 1995 Ford Windstar VIN #2FMDA5145SBD04709 (the "Motor Vehicle"). Also, the Suppliers did breach other provisions of the BPCPA and the *Motor Dealer Act* and its Regulations. Specifically the Suppliers:

- Misled the Consumer by stating that the Consumer was required to pay \$1,000 to get out of the trade-in vehicle and failed to account for the money on any documentation;
- Misled the Consumer by charging her \$240.00 for repairs that were completed after the sale and failed to supply the Consumer with a receipt for this transaction; and
- Failing to declare the Motor Vehicle as a previous lease/rental to the Consumer at the time of purchase.

2. On or about October 5, 2014, at or near Surrey, in the Province of British Columbia, Darryl's Best Buys Auto Sales Ltd. (Dealer #11019) and Darrin Joseph Cotnam (Salesperson #119427) (collectively the "Suppliers") did, in relation to a consumer transaction contravene section 150(1)(e) of the BPCPA, by failing to provide records to the Vehicle Sales Authority (the "VSA") and/or Compliance Officer, Jas Virk, relating to the purchase of a 1995 Ford Windstar, VIN #2FMDA5145SBD04709 (the "Motor Vehicle"). Also, the Suppliers did breach other provisions of the BPCPA and the *Motor Dealer Act* and its Regulations.

**AND WHEREAS**, Darryl's Best Buys Auto Sales Ltd. is desirous of resolving this matter without the need for any formal adjudication of the above allegations.

**AND WHEREAS**, Darryl's Best Buys Auto Sales Ltd. will resolve the consumer monetary complaint to the satisfaction of the Consumer and the Registrar by making the Consumer whole again by reimbursing the Consumer the amount of \$1,710.00.

**AND WHEREAS**, Darryl's Best Buys Auto Sales Ltd. will complete a system review of its operations and make procedural changes satisfactory to the Registrar within 45 days of signing this Undertaking.

**NOW THEREFORE** Darryl's Best Buys Auto Sales Ltd. 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 selling any motor vehicle including but not limited to accurate odometer readings;
- c) To provide complete records when requested by the VSA and/or a Compliance Officer acting on behalf of the Registrar;
- d) To maintain complete records of all motor vehicle transactions including but not limited to repairs, deposits, purchase agreements, inspections, buy-ins and all other related documents.


**AND THEREFORE** the undersigned

- a) Darryl's Best Buys Auto Sales Ltd. undertakes to reimburse the Registrar a total of \$1,564.06 for inspection/investigation and legal costs relating to the subject matter of 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:

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|---|
| Name: <u>DARRYL WARDNA</u>  |
| Signature:  Date: <u>OCT 28 2015</u> |

**ACCEPTED** by the Registrar of Motor Dealers of British Columbia this 28 day of October 2015



Ian Christman - Registrar of Motor Dealers

Redacted pursuant to section 22(1) of the Freedom of Information and Protection of Privacy Act