



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*)

**VSA Investigation File: 14-12-061
VSA Hearing File: 15-09-001**

WHEREAS the undersigned Pioneer Garage Limited *dba* Pioneer Chrysler Jeep (Dealer #5224) is 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 has contravened subsections 5(1) and 9(1) of the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2 ("the BPCPA") as follows:

1. Between the dates of September 1, 2014 and October 30, 2014, the supplier made oral, written, visual, descriptive or other representations, and/or engaged in conduct, that had the capability, tendency or effect of deceiving or misleading a consumer, Marilynne Johnny, as follows:
 - (a) the representations and/or conduct caused the consumer to believe, or had the capability, tendency or effect of deceiving or misleading the consumer into believing, that Sarabjit Mander had gone to great trouble to obtain financing approval from two banks when in fact he had not yet obtained financing approval from any bank.
 - (b) the representations and/or conduct caused the consumer to believe, or had the capability, tendency or effect of deceiving or misleading the consumer into believing, that the consumer had been approved for financing when in fact the consumer was not yet approved for financing.

(c) the representations and/or conduct caused the consumer to believe, or had the capability, tendency or effect of deceiving or misleading the consumer into believing, that "it was too late" and that the consumer was obliged to purchase a vehicle as a result of being approved for financing, when in fact it was not "too late" and the consumer was not obliged to purchase a vehicle as a result of being approved for financing or otherwise.

2. Between the dates of September 1, 2014 and October 30, 2014, the supplier committed or engaged in an unconscionable act or practice in respect of a consumer transaction with Marilynne Johnny, as follows:

(a) the supplier subjected the consumer to undue pressure to enter into the consumer transaction by misrepresenting that Sarabjit Mander had gone to great trouble to obtain financing approval from two banks when in fact he had not yet obtained financing approval from any bank.

(b) the supplier subjected the consumer to undue pressure to enter into the consumer transaction by misrepresenting that the consumer had been approved for financing when in fact the consumer was not yet approved for financing.

(c) the supplier subjected the consumer to undue pressure to enter into the consumer transaction by misrepresenting that "it was too late" and that the consumer was obliged to purchase a vehicle as a result of being approved for financing, when in fact it was not "too late" and the consumer was not obliged to purchase a vehicle as a result of being approved for financing or otherwise.

AND WHEREAS Pioneer Garage Limited *dba* Pioneer Chrysler Jeep (Dealer #5224) has resolved the consumer's monetary complaint to the satisfaction of the consumer.

AND WHEREAS Pioneer Garage Limited *dba* Pioneer Chrysler Jeep (Dealer #5224) is desirous of resolving this matter without the need for any formal adjudication of the above allegations.

NOW THEREFORE:


Pioneer Garage Limited *dba* Pioneer Chrysler Jeep (Dealer #5224) undertakes:

1. To comply with the *Business Practices and Consumer Protection Act* and the regulations made thereunder;
2. To refrain from subjecting consumers to undue pressure to enter into the consumer transaction by misrepresenting the status and significance of financing approval or otherwise.
3. To pay an Administrative Penalty in the amount of \$2,000.00 in relation to the subject matter of this Undertaking.
4. To reimburse the Registrar a total of \$4,885.22 representing 50% of the inspection/investigation and legal costs incurred to date in relation 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 Registrar may decline to accept an undertaking to resolve any future similar allegations or contraventions; 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 or her hand and seal:

Dealer Name: <u>Pioneer Garage Limited</u>
Signature:  Date: <u>April 15</u> , 2016

ACCEPTED by the Registrar of Motor Dealers of British Columbia this 19 day of April 2016



Ian Christman - Registrar of Motor Dealers