



UNDERTAKING

IN THE MATTER OF THE *MOTOR DEALER ACT* R.S.B.C. 1996 c. 316 and the *BUSINESS PRACTICES AND CONSUMER PROTECTION ACT* S.B.C. 2004, c. 2

THIS UNDERTAKING is made with an effective date of March 24th, 2017

Between

Masset Services Ltd. (Dealer #24219)

And

The Registrar, Vehicle Sales Authority of B.C. (the "Registrar")

WHEREAS:

1. Masset Services Ltd. (Dealer #24219) (the "Dealer") is a "registered motor dealer" as defined under the *Motor Dealer Act* R.S.B.C. 1996 c. 316 (the "Act").
2. The "Registrar of Motor Dealers", as defined under the Act, (the "Registrar") is responsible for the administration and enforcement of the Act, its regulations and prescribed provisions of the *Business Practices and Consumer Protection Act* S.B.C. 2004 c. 2 (the "BPCPA")
3. The Registrar has received and investigated a complaint from a consumer who claims that the Dealer:
 - i. Conducted an off-site sale without authorization to do so;
 - ii. Had an unlicensed salesperson (Tom Lindquist) sell the Motor Vehicle to the Consumer;
 - iii. Failed to declare that the Motor Vehicle's odometer had been rolled back;
 - iv. Failed to make all the declarations on the Purchase Agreement;
 - v. Sold the Motor Vehicle with safety issues with the brakes and windshield; and
 - vi. Advertised a Motor Vehicle for sale that was not suitable for transportation.

4. The Registrar asserts that the Dealer and the unlicensed salesperson have contravened the following provisions of the MDA and the BPCPA or their regulations:
- i. section 3(1)(b) of the MDA and section 6 of the *Motor Dealer Act Regulation* [sale away from business premise];
 - ii. section 13.1 of the MDA and section 2(2) of the *Salesperson Licensing Regulation* [unlicensed salesperson];
 - iii. section 34 of the MDA and sections 21(2)(b) and 23(e) of the *Motor Dealer Act Regulation*; which is also a misrepresentation by failing to state a material fact as deemed by section 4(3)(b)(vi) of the BPCPA and misrepresenting by words and conduct the past history or usage of the Motor Vehicle, as deemed by section 4(3)(a)(iii) of the BPCPA [odometer declaration];
 - iv. section 21(2) and section 23 of the *Motor Dealer Act Regulation*; which failure is also a failure to state material facts which is deemed a deceptive act or practice by section 4(3)(b)(vi) of the BPCPA [failure to state required material declarations on the purchase agreement];
 - v. section 222 of the *Motor Vehicle Act*; which is a misrepresentation of the Motor Vehicle's quality and is deemed a deceptive act or practice by section 4(3)(a)(ii) of the BPCPA, and is also a misrepresentation by conduct of the ability to legally drive the Motor Vehicle on the roadways, as deemed by section 4(3)(b)(v) of the BPCPA in consideration of the prohibition in section 219 of the *Motor Vehicle Act* [vehicle's safety status]; and
 - vi. sections 21(2)(e) and (f), 22 and 27(b) of the *Motor Dealer Act Regulation*, which is a failure to state a material fact and is deemed a deceptive act or practice contrary to section 4(3)(b)(vi) of the BPCPA, [failure to declare "not suitable for transportation"].

NOW THEREFORE the Dealer undertakes, acknowledges, and agrees with the Registrar:

5. To reimburse the consumer \$5,000.00 in relation to declaring the incorrect odometer reading on the Motor vehicle, the repair of the brakes and the replacement of the windshield;
6. To comply with all provisions of the BPCPA and its regulations;
7. To comply with the *Motor Dealer Act*, the *Motor Vehicle Act* and the regulations made thereunder;
8. To ensure all material facts are disclosed to consumers prior to purchase of any motor vehicle;

9. To have all motor vehicles that are offered for sale inspected at an independent Provincial Licensed Inspection Facility for a period of twelve months;
10. To ensure that all salespersons are licensed;
11. To pay an Administrative Penalty in the amount of \$2,500.00 in relation to the subject matter of this Undertaking;
12. To reimburse the Registrar a total of \$1,187.52 representing 100% of the investigation and legal costs incurred to date in relation to the subject matter of this Undertaking;
13. That this Undertaking is binding on the Dealer until such time as it is either terminated in writing by the Registrar or terminated by Order of the Supreme Court of British Columbia;
14. That in addition to rendering the Dealer liable to further penalties and proceedings as provided for under the BPCPA, it is an offence under the BPCPA to fail to comply with any part of this undertaking that has not been previously terminated;
15. That the Registrar, may upon breach of any part of this undertaking by the Dealer declare the Undertaking to be at an end and may institute such proceedings and take such action under the BPCPA, or the Act as considered necessary;
16. That any communication with the Registrar in connection with this undertaking shall be made to the following:

Registrar of Motor Dealers
Vehicle Sales Authority of B.C.
#208 – 5455 152 Street
Surrey, B.C. V3S 5A5
Fax: (604)-574-5883

And in the case of the Dealer to the following address:

Masset Services Ltd.
1480 Old Bench Road
Masset, B.C. V0T 1M0

unless another address for delivery is given to the other party, in writing, by either the Registrar or the Dealer;

17. The Dealer acknowledges and warrants that they have had an opportunity to seek legal advice as to the terms of this Undertaking; and

18. This Undertaking may be filed by the Registrar in the B.C. Supreme Court and if it is so filed, the Undertaking is deemed an order of that court for all purposes except appeals.

DATED this 24th day of March, 2017.

Dealer Name: Masset Services Ltd.

Hebrb Riddall - Owner

(Print the name and title of Dealer's authorized representative)

Signature: "Original is signed"

ACCEPTED by the Registrar of Motor Dealers this 27th day of March, 2017.

"Original is signed"

Ian Christman

Registrar of Motor Dealers or his delegate