



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 June **21**, 2017

Between

MSA Auto Shore Ltd. (Dealer #40254)

And

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

WHEREAS:

1. MSA Auto Shore Ltd. (Dealer #40254) (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. Sold the Motor Vehicle (1) (rebuilt) with safety issues involving the frame improperly being aligned resulting in a failed inspection and removal of the vehicle from the road as being not suitable for transportation;
 - ii. Advertised a Motor Vehicle (1) for sale that was not suitable for transportation;
 - iii. Sold the Motor Vehicle (2) (rebuilt) with safety issues involving the head lights and airbag fault resulting in a failed inspection as being not suitable for transportation; and
 - iv. Advertised a Motor Vehicle (2) for sale that was not suitable for transportation;

- v. Advertised a Motor vehicle for sale that was not in their name making it a consignment vehicle sale; and
 - vi. Advertised for sale consignment vehicles that were not suitable for transportation.
4. The Registrar asserts that the Dealer has contravened the following provisions of the MDA and the BPCPA or their regulations:
- i. section 21(2)(e) and (f), 22 and 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];
 - ii. 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
 - iii. section 27(b) if the *Motor Dealer Act Regulation* [vehicle must be advertised as "not suitable for transportation"].

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

- 5. To reimburse the consumer \$13,251.96 in relation to unwinding the transaction;
- 6. To reimburse the consumer \$2,000.00 in relation to the repair of the vehicle to make it safe for transportation;
- 7. To comply with all provisions of the BPCPA and its regulations;
- 8. To comply with the MDA, the *Motor Vehicle Act* and the regulations made thereunder;
- 9. To ensure all material facts are disclosed to consumers prior to selling any motor vehicle;
- 10. To ensure that all vehicles advertised for sale and sold meet the requirements of Section 222 of the *Motor Vehicle Act*, or are otherwise advertised in all media types and on the vehicle itself as "not suitable for transportation" as well as noted on the purchase agreement as "not suitable for transportation";
- 11. To ensure that all transactions/sales of motor vehicles to consumers take place at the Dealer's registered location;

12. To ensure that all salespersons are licensed;
13. To ensure that all motor vehicles are inspected by a licensed Provincial Inspection Facility prior to offering them for sale;
14. To pay an Administrative Penalty in the amount of \$5,000.00 in relation to the subject matter of this Undertaking;
15. To reimburse the Registrar a total of \$1,632.29 representing 100% of the investigation and legal costs incurred to date in relation to the subject matter of this Undertaking;
16. 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;
17. 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;
18. 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;
19. 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:

MSA Auto Shore Ltd.
3094 Westwood Street
Part Coquitlam, B.C. V3C 3L7

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

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

21. 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 **21st** day of June, 2017.

Dealer Name: MSA Auto Shore Ltd.

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

Signature: "Original is signed"

ACCEPTED by the Registrar of Motor Dealers this **21st** day of June, 2017.

"Original is signed"

Ian Christman
Registrar of Motor Dealers or his delegate