



Investigation File No.'s.: C-21-08-261

C-21-10-084

C-21-10-129

C-21-11-159

Hearing File No.: H-22-07-002

UNDERTAKING

**IN THE MATTER OF THE *MOTOR DEALER ACT, RSBC 1996, c 316* and the
*BUSINESS PRACTICES AND CONSUMER PROTECTION ACT, SBC 2004, c 2***

BETWEEN:

Coupa Auto Sales Ltd.
(DL#40302)

AND

Haydar Aziz
(SP #107749)

(the "Respondents")

AND:

The Registrar of Motor Dealers

WHEREAS:

1. The Respondent, Coupa Auto Sales Ltd. is a Motor Dealer as defined in the *Motor Dealer Act* (the "**MDA**"), incorporated in accordance with the laws of British Columbia under the name, Coupa Auto Sales Ltd., and operating under Motor Dealer Licence No. 40302 ("**Coupa**").
2. The Respondent, Haydar Aziz, is a Salesperson as defined in the MDA, and is the part-owner and president of Coupa and operating under Salesperson's Licence No.107749 ("**Mr. Aziz**").
3. The Registrar of Motor Dealers is the Registrar as defined in the MDA, ("the **Registrar**"), and is responsible for the administration and enforcement of the MDA, its regulations and the prescribed provisions of the *Business Practices and Consumer Protection Act* (the "**BPCPA**").
4. Coupa is the subject of a series of investigations launched by the Vehicle Sales Authority of British Columbia (the "**VSA**") in response to complaints made by consumers and as a result of the findings of an inspection undertaken by the VSA. The complaints and inspection findings are outlined in the investigation report of VSA investigations officer, Bill Manhas ("**IO Manhas**") dated January 28th, 2022.

N. A.
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AND WHEREAS:

VSA Investigation File No. VSA C-21-08-261: Colquhoun v. Coupa

5. On September 15, 2021, a complaint was filed with the VSA by Robert Colquhoun ("**Mr. Colquhoun**") alleging that Coupa sold Mr. Colquhoun a mechanically defective 2006 Volvo XC90 (the "**Volvo**").
6. Mr. Colquhoun claimed that following his purchase, he discovered that the damage on the Volvo was much greater than that which Coupa's salesperson, Asef Ahmadzay ("**Mr. Ahmadzay**"), stated and advertised via Facebook Marketplace. Mr. Ahmadzay represented that the Volvo had clear title, no major issues and only needed new spark plugs.
7. On August 10, 2021, at the time of the transaction, the Volvo was insured on Coupa's premises. Despite that, Mr. Colquhoun did not feel safe driving it off the lot without getting an interlock installed first. Mr. Colquhoun was assured by Mr. Ahmadzay that the Volvo would make it home and that it was only a matter of letting it warm up. Mr. Colquhoun did not make it home as the Volvo's battery died as soon as he stopped to get gas.
8. Within the first month of buying the Volvo, Mr. Colquhoun had to purchase new ignition coils, wiper blades, and a new car battery on top of having to buy spark plugs in order to ensure that the Volvo was safe to drive.
9. On September 2, 2022, Mr. Colquhoun took the Volvo to an auto mechanic who confirmed that the Volvo had numerous mechanical issues including problems with the rear differential control module, a faulty oil pressure valve and exhaust camshaft control and a misfire on startup. The mechanic further stated that the Volvo would likely need a new motor.
10. In an email response by Mr. Aziz to IO Manhas on November 18, 2021, he stated that the salesperson who sold the Volvo to Mr. Colquhoun was named Asif Rahmtallah. A search of the VSA licensee database indicates that neither Asef Ahmadzay or Asif Rahmtallah have ever been licensed as a salesperson by the VSA.
11. After various communications with IO Manhas, on December 15, 2021, Coupa agreed to unwind the deal and reimbursed Mr. Colquhoun for the total cost of the Volvo. However, Mr. Colquhoun was not reimbursed for fixing the Volvo which amounted to \$1,927.28.

VSA Investigation File No. C-21-10-084: Mahajan v. Coupa

12. On October 19, 2021, the VSA received a complaint filed by Sourabh Mahajan and Vidhi Thakur Mahajan ("**Mr. Mahajan and Ms. Mahajan**" respectively) alleging that Coupa sold them a mechanically defective 2008 Volkswagen Rabbit (the "**Rabbit**"), and that its mechanical condition was contrary to what was advertised.
13. The transaction took place on October 3, 2021 at Coupa's premises. Two days later, Mr. Mahajan brought the Rabbit back to Coupa as he had noticed a humming noise while driving. A salesperson checked the Rabbit and advised Mr. Mahajan that the noise was due to a wheel bearing issue that needed to be replaced. This was later confirmed by

Autoden Repairs. Coupa's salesperson further advised Mr. Mahajan that the Rabbit had bald tires that needed to be replaced immediately.

14. On or about October 8th, 2021, Mr. Mahajan contacted Mr. Aziz to inform him of the Rabbit's defects. Mr. Aziz promised Mr. Mahajan he would see to it that the issues would be fixed and to come back to Coupa the next day.
15. On October 9th, 2021, Mr. Mahajan attended at Coupa with the Rabbit to have it repaired as promised by Mr. Aziz. However, on arrival at Coupa, Mr. Mahajan was advised by the dealership that Mr. Aziz was not available as he was out of the country and the promised repairs were not completed by Coupa.
16. On January 6th, 2022, IO Manhas corresponded with Mr. Aziz who confirmed that the name of the salesperson who sold Mr. Mahajan the Rabbit was Asif Ali Anwar Rahmattalh, whose VSA salesperson license number was 203672. A search of the VSA licensee database found no record of that person or license number ever having been licensed with the VSA.
17. It was discovered by IO Manhas in the course of his investigation that the salesperson described by Mr. Aziz who sold the Rabbit to Mr. Mahajan also sold 23 other vehicles at Coupa between February and October of 2021 as an unlicensed salesperson.
18. Further, the VSA obtained a CarFax report which indicated that the Rabbit was a previously leased vehicle – a fact that was not represented on the Bill of Sale or disclosed to Mr. Mahajan.
19. As a result of the investigation and the VSA's findings, Mr. Mahajan returned the Rabbit back to Coupa in exchange for a full refund.

VSA Investigation File No. C-21-10-129: King v. Coupa

20. On October 24, 2021, the VSA received a complaint filed by Jenniffer and Brennan King (respectively "**Ms. King**" and "**Mr. King**") (collectively the "**Kings**") alleging that Coupa sold them a mechanically defective 2011 Subaru Impreza (the "**Impreza**"), and that its mechanical condition was contrary to what was advertised.
21. The Kings learned about the Impreza, located at Coupa, following a Facebook advertisement posted by Asef Anwari ("**Mr. Anwari**") stating that the Impreza was "clean inside and out".
22. On September 26, 2021, the Kings attended Coupa's premises, met with Mr. Anwari, test drove the Impreza, and decided to purchase the Impreza. The Kings purchased the Impreza from Coupa on September 28, 2021,
23. Shortly after the purchase date, the Kings had the Impreza inspected at a Canadian Tire auto center. Following that inspection, the mechanic advised the Kings that the brakes were rusted. An additional mechanical inspection revealed a series of mechanical defects and safety concerns on the Impreza including damage to the exhaust system, the rear axle shaft was not engaged and the brakes needed replacing.
24. Ms. King conducted a VSA website search for Mr. Anwari and discovered that he was not a licensed salesperson. IO Manhas conducted a search of the VSA licensee database and confirmed that an individual named Asef Anwari had previously been licensed as

as salesperson by the VSA but that his license was canceled on October 30, 2020. Asef Anwary's licensing history did not indicate that he had ever been employed by Coupa.

25. On November 20th, 2021, Ms. King sent an email to the VSA stating that Coupa had contacted her, that the dispute concerning the Impreza had been resolved among the parties and that the Kings were withdrawing their complaint.
26. Despite the resolution between the Kings and Coupa, the VSA investigation continued. Mr. Aziz stated in an email dated December 2, 2021 that the Impreza was sold by a licensed salesperson named Asif Raballah who advertised the Impreza for sale and who had been laid off from Coupa.
27. A search of the VSA licensee database indicated that Asif Raballah has never been licensed as a salesperson by the VSA.

VSA Investigation File No. C-21-11-159: VSA v. Coupa

28. On December 15, 2021 IO Manhas, VSA Industry Standards Officer, Rahul Laura, and two CVSE Inspectors attended Coupa to conduct a random inspection of four vehicles offered for sale. There was no indication from Coupa that any of these vehicles were being held in a storage area or that they were inventory that had not yet been prepared for sale. That inspection resulted in the following observations and conclusions:

a. Vehicle 1: 2011 Suzuki Kizashi (Gray):

- i. Rear brake lamps are inoperative
- ii. Right front and right rear turn signals are inoperative
- iii. 3 screws holding the front left bumper in place
- iv. Vehicle was issued an Out of Service notice by CVSE.

Conclusion: Coupa failed to affix to the vehicle the price that it was offered for sale and it further failed to affix to it a statement advising that it was "Not Suitable for Transportation."

b. Vehicle 2: 2008 VW Golf (Black)

- i. There was a 60 cm (24 inches) crack across the windshield
- ii. The engine light was on
- iii. The rear light has condensation

Conclusion: Coupa failed to affix to the vehicle the price that it was offered for sale and it further failed to affix to it a statement advising that it was "Not Suitable for Transportation."

c. Vehicle 3: 2001 Nissan (Gray)

- i. There was an 80 cm (31 inches) crack across the windshield
- ii. The front rotor pads measured less than 2/32
- iii. The left rear tire was flat
- iv. Both Catalytic converters were missing
- v. Leaking exhaust under the vehicle

- vi. The left front window switch was inoperative
- vii. The right rear fender was held in place by duct tape
- viii. The undercarriage was corroded
- ix. The CVSE placed this vehicle as out of service.

Conclusion: Coupa failed to affix to the vehicle the price that it was offered for sale.

The Registrar asserts that the Respondents have contravened the following legislation:

MDA:

- (a) Section 13.1 for employing unlicensed salespeople.

Motor Dealer Act Regulation, BC Reg 447/78 ("MDAR"):

- (b) Section 21(2)(e) for failing to provide, upon the sale of used motor vehicles, a statement that the motor vehicles described herein as the Volvo, the Rabbit, and the Impreza comply with the safety requirements of the *Motor Vehicle Act*.
- (c) In the case of the Volvo, section 23(b)(ii) for not stating in any written representation that Volvo sustained damages requiring repairs costing more than \$2,000.00.
- (d) Section 27(a) and (b) for failing to affix to the vehicles inspected by the CVSE the price at which they were offered for sale and for failing to affix a statement that the four vehicles were "Not Suitable for Transportation."
- (e) Section 33(2)(a) for failing to act with honesty and integrity during the sale of the vehicles described herein as the Volvo, the Rabbit, and the Impreza by not disclosing the true nature of the mechanical defects associated with the vehicles at the time of purchase.

Business Practices and Consumer Protection Act ("BPCPA"):

- (f) Section 4(3)(a)(ii) for engaging in deceptive acts and practices by making representations, verbally and written, that the vehicles described herein for sale were of a particular standard, quality, and grade when they were not.

NOW THEREFORE the Respondents undertake, acknowledge, and agree with the Registrar:

1. To comply with the MDA, MDAR, BPCPA, and the sections thereunder;
2. To pay an Administrative Penalty in the amount of **\$ 13,368.88** in relation to the subject matter of this Undertaking as per the Notice of Administrative Penalty which will be provided to the Respondent upon receipt of the fully executed and filed Undertaking;
3. To pay an Administrative Penalty in the amount of **\$ 7,500.00** for breaching the Undertaking made on November 11, 2020 which provided that Coupa undertook to comply with the MDA, the MDAR and the BPCPA.;

N.A.

H.A.

4. To reimburse the Registrar a total of **\$ 4,631.12** representing 100% of the investigation costs incurred to date in relation to the subject matter of this Undertaking within thirty (30) days of the Registrar signing of this Undertaking;
5. That Mr. Aziz will voluntarily cancel his Salesperson License #107749 within seven (7) days of filing this Undertaking;
6. That Coupa will voluntarily cancel its Motor Dealer Licence #40302 within seven (7) days of filing this Undertaking and it further agrees to comply with the terms of this Undertaking prior to taking any steps to dissolve its corporate identity with the BC Corporate Registry.
7. That this Undertaking is binding on the Respondents until such time as it is either terminated in writing by the Registrar or terminated by Order of the Supreme Court of British Columbia;
- ✶ 8. That in addition to rendering the Respondents duly and jointly 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;
9. That the Registrar may, upon breach of any part of this Undertaking by the Respondents, 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; and
10. That any communication with the Registrar in connection with this Undertaking shall be made to the following address:

Registrar of Motor Dealers
Vehicle Sales Authority of B.C.
#280 – 8029 199th Street
Langley, BC V2Y 0E2

And for the Respondent Motor Dealer, to the following address:

Coupa Auto Sales Ltd. (DL#40302)
13307 King George Blvd.
Surrey, B.C. V3T 2T3

And for the Respondent owner and salesperson, the following address:

Haydar Aziz (SP # 107749)


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

N. A.

H. A.

