



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.

THIS UNDERTAKING is made with an effective date
of July 23, 2021

BETWEEN:

Basit Salim
(SP#209187)

- and -

IP Auto Services Ltd.
(DL#265420)

(collectively, the "**Respondents**")

AND:

The Registrar of Motor Dealers

WHEREAS:

1. Basit Salim is a salesperson registered under licence no.209187 (the "**Salesperson**"), as defined under the *Motor Dealer Act* RSBC 1996 c 316. (the "**MDA**").
2. IP Auto Sales Ltd. is a motor dealer registered under licence no.25420, as defined under the MDA (the "**Dealer**").
3. The Registrar of Motor Dealers, as defined under the MDA, (the "**Registrar**") is responsible for the administration and enforcement of the MDA, its regulations, and prescribed provisions of the *Business Practices and Consumer Protection Act* SBC 2004 c 2. (the "**BPCPA**").
4. In February 2021, the Motor Vehicle Sales Authority of B.C. (the "**Authority**") received a complaint from Brian Jessel BMW that it purchased a Land Rover motor vehicle (the "**Land Rover**") with a rolled back odometer from the Dealer. The transaction was effected by the Salesperson employed by the Dealer at that time. The complaint propelled a formal investigation to be launched by the VSA under case file No. C-21-02-254.

5. In a follow-up call with the Salesperson, he confessed that he had caused the odometer to be tampered with and subsequently, provided a voluntary statement.
6. The Registrar asserts that the Respondents have duly contravened the following legislation:
 - a. Section 34(1)(a) and (2) of the MDA for causing the odometer of the Land Rover to be tampered with, with an intent to mislead a prospective purchaser of the Land Rover as to the distance travelled by the Land Rover.
 - b. Section 34(4) deeming the Dealer a party to the offence of tampering with the odometer of the Land Rover by the Salesperson, who was employed by the Dealer at the time of the offence.
 - c. Code of Conduct provisions at Section 33(2)(a) of the MDA Regulation – for failing to act with honesty and integrity.
 - d. Section 4(3)(a)(ii) for representing that a vehicle for sale was of a particular quality and standard when it was not.
 - e. Section 4(3)(b)(iv) of the BPCPA for engaging in deceptive acts for causing the odometer of the Land Rover to be rolled back to make the vehicle appear more appealing to sellers.
 - f. Section 21(2)(b) and 23(e) of the MDA Regulation for selling the Land Rover knowing that the vehicles' odometer reading was inaccurate.

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

7. To comply with the MDA, MVA, BPCPA, and the regulations made thereunder;
8. To pay an Administrative Penalty in the amount of **\$2,000.00** in relation to the subject matter of this Undertaking within thirty (30) days of the signing of this Undertaking;
9. To reimburse the Registrar a total of **\$747.04** representing 100% of the investigation costs incurred to date in relation to the subject matter of this Undertaking within thirty (30) days of the signing of this Undertaking;
10. That there be a suspension of the Salesperson's licence for 60 days from the date this Undertaking is accepted by the Registrar, and that the Salesperson must retake and successfully complete the salesperson training at their own cost within 90 days of signing this Undertaking or prior to returning to their position as a Salesperson;

11. That the Salesperson does not act in a managerial position and that all deals and trade-in documents must be checked by a manager for a minimum of 1 year;
12. 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 for a minimum of 1 year;
13. That in addition to rendering the Respondents 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;
14. That the Registrar may, upon breach of any part of this Undertaking by the either of 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
15. 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 in the case of the Salesperson, to the following address:

Basit Salim (SP#209187)



Withheld - personal address
Section 22 FOIPPA

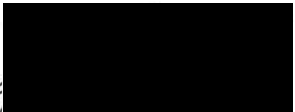
And in the case of the Dealer, to the following address:

IP Auto Services Ltd. (DL#25420)
215 13308 76th Avenue
Surrey, B.C. V3W 2W1

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

The Respondents acknowledge and warrant that they have had an opportunity to seek legal advice as to the terms of this Undertaking.

Basit Salim



Withheld - Section 22 FOIPPA

Signature: _____

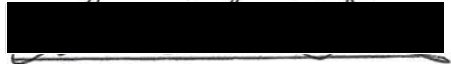
IP Auto Sales



Signature: _____

Authorized signatory name: Mohammad Salim

ACCEPTED by the Registrar of Motor Dealers this 19 day of August 2021



"Original signed"

Ian Christman
Registrar of Motor Dealers