



Investigation File No.: C-20-12-318

C-21-03-135

Hearing File No.: [H-21-07-002](#)

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.

THIS UNDERTAKING is made with an effective date
of July 5, 2021

between:

Greenvalley Auto Solutions Inc.
doing business as Carbazar Auto Group
and Carbazar Auto Group
(DL#40515)

and:

The Registrar, Vehicle Sales Authority of BC ("**VSA**")

WHEREAS:

1. Greenvalley Auto Solutions Inc. doing business as Carbazar Auto Group (DL#40515), (the "**Dealer**"), is a registered motor dealer, as defined under the *Motor Dealer Act*, RSBC 1996 c 316. (the "**MDA**").
2. 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**").
3. On January 15, 2021, the VSA received a complaint from Shalom Oniha (the "**Consumer**") indicating that the Dealer sold him a defective and unsafe 2011 Chevrolet Malibu motor vehicle (the "**Malibu**") on November 23, 2020, despite being told by the Dealer's salesperson that the vehicle was in good condition upon sale.
4. On December 5th, 2020, the Consumer was involved in a car accident with the Malibu which he claimed occurred as a result of the Malibu being defective and unsafe.
5. On or about December 8th, 2020, following the accident, the Consumer brought the vehicle to Amayak Auto Service Ltd. ("**Amayak**") for a full inspection at which

point, it was confirmed that the Malibu was, in fact, defective and the Consumer was advised to refrain from further driving it.

6. Despite Amayak's findings and contrary to its advice given to the Consumer, the Consumer was involved in yet another car accident while driving the Malibu on December 15th, 2020.
7. As a result of the Consumer's complaint, the VSA create a new file, investigation file No.C-21-03-135, containing information on various vehicle safety inspections of the Dealer's vehicle inventory including that of the Malibu.
8. On March 31, 2021, VSA investigators were accompanied by four Commercial Vehicle Safety Enforcement ("**CVSE**") officers to conduct the inspections of the Dealer's inventory.
9. The inspection results concluded that at least 6 vehicles were found on the Dealer's lot to be defective and unsafe.
10. The Registrar asserts that the Dealer has contravened the following legislation:
 - a. Section 222 of the *Motor Vehicle Act*, RSBC c 318. ("**MVA**") and section 8.01 of the *Motor Vehicle Act Regulations*, BC Reg 26/58. ("**MVAR**") for selling motor vehicles contrary to the Act and Regulations.
 - b. Code of Conduct provisions at Section 33 (2)(a) of the *Motor Dealer Act Regulations*, BC Reg 26/58. ("**MDAR**") – for failing to act with honesty and integrity.
 - c. Code of Conduct provisions at Section 33 (2)(i)(i) of the *MDAR* – for causing the Dealer's salesperson to sell faulty vehicles in contravention of the Act and the Regulation under the Act.
 - d. Section 4(3)(a)(ii) of the *BPCPA* for representing those certain vehicles for sale on its lot are of a particular quality and standard when they are not.
 - e. Section 4(3)(b)(iv) of the *BPCPA* for engaging in deceptive acts for failing to advise the consumer upon the completion of the transaction, that the Malibu was unsafe to drive and required work done to it before being safe to drive.

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

11. To comply with the MDA, MDAR, MVA, MVAR, BPCPA and the regulations made thereunder;
12. To assure that all motor vehicles offered for sale on its lot, unless identified as "Not suitable for Transportation", pass a Provincial Private Inspection (PVI) conducted by a Designated Inspection Facility, or pass a mechanical and safety

inspection conducted by a facility using a qualified Red Seal Mechanic using a form that conforms with the Provincial PVI standard, that the Dealer, its officers, directors or employees, has no personal business interest in directly or indirectly.

13. To provide a copy of the mechanical and safety inspection reports that conform with the Provincial PVI to any future consumer before a sale is finalized for a period of 6 months.
14. To compensate the Consumer for his mechanical inspection report conducted by Amayak and for the refund of the Malibu in the amount of **\$2,834.40**.
15. To display their temporary MDL at the front of their doors outlining the VSA conditions.
16. To pay an Administrative Penalty in the amount of **\$5,000.00** in relation to the subject matter of this Undertaking within thirty (30) days of the signing of this Undertaking;
17. The Dealer to reimburse the Registrar a total of **\$807.46** 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;
18. 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;
19. 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; and
20. 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.
21. 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 Dealer, to the following address:

Greenvalley Auto Solutions Inc.
16065 Fraser Highway
Surrey, B.C. V4N 0G2

Carbazar Auto Group
Suite 208-8501 162nd Street
Surrey, B.C. V4N 1B2

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

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

DATED this 29 day of July 2021

Greenvalley Auto Solutions Inc.
doing business as Carbazar Auto Group

Signature: _____
v

Authorized signatory name: Yash Karan Singh

ACCEPTED by the Registrar of Motor Dealers this ~~29th~~ day of ~~July~~ 2021
11th day of August

Ian Christman
Registrar of Motor Dealers