Claim No.: C-24-03-146
Neutral Citation: 2025-BCMDCCFB-031

IN THE MATTER OF THE *MOTOR DEALER ACT,* RSBC 1996 C 316 and the *MOTOR DEALER CUSTOMER COMPENSATION FUND REGULATION*, BC REG 102/95, OC 271/95

FILED BY:

Nancy McQuinn

Claimant

INVOLVING:

Wilson's Timberline Buick GMC Ltd.
Dealer Licence 6764/Cancelled

Motor Dealer

DECISION OF THE MOTOR DEALER CUSTOMER COMPENSATION FUND BOARD

By way of written submissions.

[1] On October 15, 2025, the claim for compensation from the Motor Dealer Customer Compensation Fund (the "Fund") filed by the Claimant was presented to the Motor Dealer Customer Compensation Fund Board (the "Board") for hearing.

Decision

[2] This claim is denied.

Claim Summary

[3] The Claimant alleges:

[4] The claim is about a transaction that occurred on August 26, 2006, between Donald Edward McQuinn, ("Mr. McQuinn") and the Motor Dealer, in which Mr. McQuinn purchased a 2007 Forest River Cedar Creek Trailer (the "Trailer").

[5] Mr. McQuinn financed the purchase of the Trailer through the Royal Bank of Canada ("RBC") under a 60-month term ending on August 11, 2011, with an amortization period of 240 months. The amount still owing at the maturity date was $54,850.93. The Trailer was subsequently refinanced with RBC.

[6] As a part of the transaction, Mr. McQuinn also purchased a Credit Life Insurance policy (the "Policy") for $3,313.63. The Policy, which was provided by SAL – a Division of Industrial Alliance Pacific Insurance, expired on August 27, 2011.

[7] Mr. McQuinn passed away on January 4, 2023.

[8] On January 18, 2024, the Claimant, the executrix of Mr. McQuinn's estate, paid the outstanding RBC loan balance on the Trailer of $14,627.79.

[9] Following the payout, the Claimant requested reimbursement from RBC, believing that the Policy should have covered the outstanding loan balance. RBC did not pursue the Policy because the loan for the Trailer had already been paid in full.

[10] The Claimant is seeking $14,627.79 from the Fund, representing the amount that RBC refused to reimburse the estate.

Legislative Authority and the Board's Findings

[11] The Board reviewed the documents on file, copies of which were provided to the Claimant and the Motor Dealer at the pre-hearing stage. Both parties had an opportunity to respond to those documents. The documents included:

(i) Demand to Motor Dealer;
(ii) Claim Application;
(iii) Investigator's Claim Summary;
(iv) Investigation Cost Recovery Invoice; and
(v) Claimant's Response to Investigator's Claim Summary

[12] When considering the eligibility of the Claimant's alleged loss, the Board applied Subsection 5(1)(a) of the *Motor Dealer Customer Compensation Fund Regulation* (the "*Regulation"*), which lists the losses with respect to the purchase of a motor vehicle that may be compensable from the Fund:

> *"(a)…. the loss of a trade-in, full payment, deposit, down payment or other liquidated amount resulting from*
>
> *(i) the refusal of the motor dealer, without lawful justification, to deliver the motor vehicle contracted for or to return the trade-in, full payment, deposit, down payment or other liquidated amount,*
>
> *(ii) the inability of the motor dealer to deliver the motor vehicle contracted for or to return the trade-in, full payment, deposit, down payment or other liquidated amount due to the bankruptcy, insolvency, receivership or other failure of the motor dealer,*
>
> *(iii) the dishonest conduct of the motor dealer or the misappropriation or wrongful conversion of money or other property entrusted to the motor dealer, or*
>
> *(iv) the failure of the motor dealer to provide clear title to the motor vehicle or to ensure that the motor vehicle was free from a charge or encumbrance, in favour of a third party, that was not declared or known to the buyer at the time the purchase was made"*

[13] The Board found that none of the relevant types of conduct by the Motor Dealer set out in that subsection were established in this case. There was no evidence of any wrongful conduct by the Motor Dealer. For that reason, the Claimant's alleged loss is not compensable from the Fund.

[14] The Board can only deal with claims that fall within the specific terms of the *Regulation*. The Claimants may have other legal remedies available to them and are encouraged to do their own investigations into other possible remedies. Attached is the Vehicle Sales Authority of BC (the "VSA") Fact Sheet *Where to go for help.*

Investigation Cost Recovery by the VSA

[15] Pursuant to Section 22(b) of the *Motor Dealer Act* (the "*MDA*"), costs incurred in

investigating claims against the Fund must be paid from the Fund.

[16] The Board reviewed the VSA Investigation Cost Recovery Invoice for this claim - Invoice #2403146. The Board approved the invoiced investigation costs in the amount of $885.04 for recovery by the VSA from the Fund.

Reimbursement to the Fund by the Motor Dealer

[17] According to Section 24 of the *MDA*, if a claim is paid out of the Fund, the motor dealer who caused the claim must reimburse the Fund for the amount paid out of the Fund for the claim and the investigation costs. The Registrar of Motor Dealers may cancel the dealer licence of the motor dealer who caused the claim if the Fund is not repaid.

[18] Since this claim is denied, the investigation costs will not be charged to the Motor Dealer.

Reconsideration

[19] According to Sections 16(2), 18.1 and 18.2 of the *MDA*, the Board may, at its discretion, reconsider its decision. The Board will consider a request for reconsideration from a party to a claim, provided that the request is made in writing and includes relevant evidence that was not previously considered by the Board and was not known or available to the party before the hearing. All parties to a claim will be notified if the Board decides to reconsider its decision. An application for reconsideration must be made in writing within 30 days of the decision.

Motor Dealer Customer Compensation Fund Board

Per:

/Original is signed/

Mary Childs, Board Chair

Attachment
MC/ds/jm/ag