



Investigation File No.: C-25-02-394
Hearing File No.: H-25-10-003

**IN THE MATTER OF *THE MOTOR DEALER ACT*, R.S.B.C. 1998, c.316 and
THE BUSINESS PRACTICES AND CONSUMER PROTECTION ACT, S.B.C. 2004, c.2**

BETWEEN:

THE VEHICLE SALES AUTHORITY OF BRITISH COLUMBIA

THE AUTHORITY

AND:

ALPHA AUTO ACCESS LTD.

RESPONDENT/MOTOR DEALER

DECISION OF THE REGISTRAR OF MOTOR DEALERS

Date and location of decision: January 19, 2026 at Langley, British Columbia

By way of written submissions

I. Introduction

1. This proceeding arises out of a consumer complaint received by the Authority on February 26, 2025 from Erin Olson (“the Complaint”) concerning a consumer transaction in which she states that she purchased a 2002 Honda Civic (“the Vehicle”) from the Respondent Alpha Auto Access Ltd. (“Alpha”) on February 22, 2025.
2. In the Complaint, Ms. Olson alleges that Alpha’s sales staff engaged in an unprofessional, aggressive and pressured sales process. Ms. Olson further alleges that Alpha failed to disclose the Vehicle’s pre-existing mechanical deficiencies which she in turn has had to have repaired at her expense.
3. Alpha is a motor dealer licensed with the Authority under license number 30456 and has been continuously licensed since September 5, 2006.

4. The hearing of this matter proceeded by way of written submissions. The Authority and Alpha have provided written submissions and evidence in support of those submissions. While these reasons may not specifically refer to every aspect of the Parties' submissions and evidence, I have reviewed and considered them all in coming to my decision.

II. Background Facts

5. The Authority has included with its Hearing Notice and relies on an affidavit sworn October 16, 2025 by Bryan Reid. Mr. Reid is an Investigation Officer employed by the Authority. The Respondents rely on an affidavit sworn January 8, 2026 by Mykhailo Tkachenko who is Alpha's General Manager and Dealer Principal.
6. In setting out the background facts I will note any conflicts in the evidence as appropriate. In making findings of fact, I will apply the burden of proof which is a balance of probabilities, often reframed as "is it more likely than not" that the alleged conduct occurred: *F.H. v. McDougall* [2008] 3 S.C.R. 41 at paragraph 44. The burden of proof remains with the Authority.
7. In the Complaint, which is attached as an exhibit to Mr. Reid's affidavit, Ms. Olson describes attending at Alpha's business location with her daughter Adrian Olson ("Adrian") where she met Faridoon ("Fred") Zolfagharkhani, a salesperson licensed with the Authority and employed at all material times by Alpha. Ms. Olson advised Mr. Zolfagharkhani that she was looking to purchase a used Honda or Toyota for daily living purposes and for under \$4,000.00. Mr. Zolfagharkhani referred Ms. Olson to the Vehicle which at the time was parked across the street from Alpha's business location.
8. Ms. Olson and Adrian went for a test drive with Mr. Zolfagharkhani who initially drove the Vehicle. During the test drive he pulled over and Ms. Olson continued to drive the Vehicle for approximately one block before being asked by Mr. Zolfagharkhani to return the Vehicle to Alpha's parking lot which she did.
9. Attached to Mr. Reid's affidavit is an email dated June 23, 2025 from Ms. Olson in which she stated that she was not told that she could not or should not drive the Vehicle. She further states that Mr. Zolfagharkhani drove the Vehicle to her parking lot after the purchase was complete and that he arranged to have a representative from ICBC attend at Alpha to arrange for her to purchase insurance for the Vehicle.

10. In an email to the Authority dated February 26, 2025, Adrian confirmed that she and her mother were looking to purchase a reliable vehicle for under \$3,000.00 and that the test drive was short in duration.
11. In an email dated June 24, 2025 from Mr. Tkachenko to Mr. Reid, Mr. Tkachenko states that Ms. Olson insisted on test driving the Vehicle despite Mr. Zolfagharkhani telling her that she couldn't do so due to it being sold "as is." He says that "Fred test drove" and that after the sale, "Fred delivered the vehicle to Erin's house since we did not allow her to drive the vehicle off the lot because it was sold AS IS not suitable for transportation." Mr. Tkachenko further commented that Alpha delivered the Vehicle to Ms. Olson's residence "preventing it from being driven in its non-roadworthy state."
12. A copy of the February 22, 2024 purchase agreement ("the Purchase Agreement") is attached as an exhibit to Mr. Reid's affidavit. The Purchase Agreement indicates that Ms. Olson purchased the Vehicle for \$3,500.00. The "Dealer Declaration" section of the Purchase Agreement provides that "the motor vehicle is not suitable for transportation and is sold for parts only or for purposes other than transportation, and this fact has been disclosed to the Purchaser on this vehicle purchase agreement form." The initials "EEO" are written next to this.
13. There are two aspects of Alpha's evidence that conflict with that of the Authority and Ms. Olson. First, in Alpha's Response to the Hearing Notice, it takes the position that Ms. Olson "happened to specifically ask for a vehicle she could fix herself to make roadworthy" and that "the agreed purpose of the sale was for Olson to purchase and fix the vehicle herself, not for immediate and continued consumer use." This is contrary to Ms. Olson's statement in the Complaint that she purchased the Vehicle for daily living purposes. There is no reference to the evidence that supports Alpha's position and as such I place no weight on it.
14. Second, in his June 24, 2025 email to Mr. Reid, Mr. Tkachenko states that Ms. Olson insisted on test driving the Vehicle over the objection of Mr. Zolfagharkhani. Alpha has not provided a statement, either sworn or unsworn from Mr. Zolfagharkhani to support this. I also note that this statement conflicts with Mr. Tkachenko's affidavit evidence in which he deposes that Mr. Zolfagharkhani advised him that he allowed the test drive due to "his own momentary inadvertence and a lapse in following Alpha Auto's operational procedures

during a busy period.” I place no weight on Mr. Tkachenko’s suggestion that Ms. Olson insisted on test driving the Vehicle over the objection of Mr. Zolfagharkhani.

III. Positions of the Parties

15. The Authority alleges in the Hearing Notice that Alpha, through its employees acting in the normal course of their employment, aided, abetted or caused Ms. Olson to contravene section 219 of the *Motor Vehicle Act* (“MVA”) by allowing the Vehicle to be driven onto public roads when it was unsuitable for transportation, contrary to section 33(2)(i)(iii) of the MDAR.
16. The Respondent acknowledges that its salesperson Mr. Zolfagharkhani aided Ms. Olson “in contravening the MVA by allowing a brief test drive of the Vehicle declared ‘not suitable for transportation’.” The Respondent says that this was “a breach of the operational requirement under the MVA” but that this was an oversight.

IV. Remedy Sought

17. The Authority seeks the following:
 - (a) An administrative penalty issued to Alpha in the amount of \$50,000 pursuant to section 26.04 of the MDA; and
 - (b) An order that Alpha reimburse the Authority its actual costs, including legal costs, incurred in relation to this matter pursuant to section 26.02(4)(d) of the MDA.
18. The Respondent objects to the amount of the proposed administrative penalty, arguing that it is contrary to public policy and disproportionate to administrative penalties issued in previous decisions. The Respondent further argues that given the nature of its business model, the proposed administrative penalty would result in it becoming bankrupt and causing it to have to cease operations.
19. The Respondent proposes that this matter is more appropriately resolved by way of an undertaking, the terms of which will be addressed in more detail below.

V. Analysis

a. *Motor Dealer Act Regulation section 33(2)(i)(iii)*

20. Section 33(2)(i)(iii) of the MDAR falls under the “Code of Conduct” provisions in this legislation. It prohibits motor dealers from aiding, abetting or causing a person to contravene any other law of British Columbia or another jurisdiction.
21. This provision is frequently applied in conjunction with section 219 of the MVA which prohibits a person from driving or operating a motor vehicle on a highway unless it is equipped in all respects in compliance with that Act and its regulations. Therefore, if a motor dealer sells or offers for sale a motor vehicle that is not compliant with the MVA or its regulations and aids, abets or causes consumer to drive that vehicle on a highway contrary to section 219 of the MVA, the motor dealer is in breach of section 33(2)(i)(iii) of the MDAR.
22. Here, the Purchase Agreement clearly indicates that the Vehicle was not suitable for transportation and sold for parts only. This is further reflected in Mr. Tkachenko’s June 24, 2025 email to Mr. Reid and in his affidavit in which he states that Mr. Zolfagharkhani “was aware that allowing the brief test drive was a result of his own momentary inadvertence and a lapse in following Alpha Auto’s operational procedures during a busy period.” Mr. Tkachenko further states in his affidavit that Alpha’s corporate policy prohibited the operation of vehicles marked “Not Suitable for Transportation” on public highways.
23. Alpha admits that the Vehicle was not suitable for transportation and was sold for parts only. Despite this, Mr. Zolfagharkhani aided, abetted or caused Ms. Olson to operate it on a highway contrary to section 219 of the MVA. This occurred when Mr. Zolfagharkhani permitted Ms. Olson to test drive the vehicle and when he made arrangements to have an ICBC representative attend at Alpha to insure the Vehicle which enabled Ms. Olson to continue to operate it despite its stated condition. On this basis, I find that Alpha, through its employee Mr. Zolfagharkhani acting in the normal course of his employment, contravened section 33(2)(i)(iii) of the MDAR.
24. While not specifically pled in the Hearing Notice, I note further that Mr. Zolfagharkhani operated the Vehicle on a highway on two occasions despite it being not suitable for

transportation. The evidence of Ms. Olson and Mr. Tkachenko is that Mr. Zolfagharkhani drove the Vehicle during the test drive and that he also drove the Vehicle to her parking lot after her purchase. This is confirmed by Mr. Tkachenko in his June 24, 2025 email in which he says this was done “to prioritize safety...preventing it from being driven in its non-roadworthy state.”

25. In his June 24, 2025 email, Mr. Tkachenko says that when Mr. Zolfagharkhani accompanied Ms. Olson and Adrian on the test drive, dealer plates were affixed to the Vehicle “which is permissible under local regulations.” I disagree with this contention. The use of dealer plates does not protect against or otherwise avoid the prohibition in section 33(2)(i)(iii) of the MDAR. A vehicle that is not suitable for transportation and sold for parts only may not be operated on a highway by a consumer or by a motor dealer employee. As the Hearing Notice did not specifically allege a breach of this provision resulting from Mr. Zolfagharkhani’s operation of the Vehicle, I make no corresponding finding.

VI. Summary of Findings

26. I find that the following contravention has been proven on a balance of probabilities:

(a) Alpha aided, abetted or caused a person, Ms. Olson, to contravene section 219 of the *Motor Vehicle Act* by allowing the Vehicle to be driven on a highway when it was unsuitable for transportation, contrary to paragraph 33(2)(i)(iii) of the MDAR.

VII. Compliance Action

27. As noted above, the Authority submits that an administrative penalty of \$50,000.00 is appropriate in the circumstances. It also seeks a Compliance Order which orders Alpha to reimburse its actual costs, including actual legal costs. In response, Alpha has proposed that this matter be resolved by way of an undertaking. Section 26.01 of the MDA authorizes the Registrar to accept from a person a written undertaking that is in a form and that contains terms and conditions the Registrar determines are appropriate in the circumstances if the Registrar has reason to believe that the person is contravening, is about to contravene or has contravened the Act or its regulations.

28. Alpha first proposed an undertaking in its Response to the Hearing Notice as follows:

- a. To comply with the *Motor Dealer Act*, the *Motor Dealer Act Regulation*, the *Business Practices and Consumer Protection Act* and the provisions thereunder;
 - b. To pay an Administrative Penalty in the amount of \$3,000.00 in relation to the issues covered in the Undertaking;
 - c. To fully refund an amount of \$3,125.00 plus taxes to Ms. Olson, equivalent to the Vehicle's purchase price, upon the Vehicle's return; and
 - d. To implement a formal, documented training program for all sales personnel to prevent operational incidents regarding not suitable for transportation designated vehicles.
29. Alpha subsequently modified its proposal in its Sur-Reply by increasing the proposed administrative penalty from \$3,000.00 to \$10,000.00 and by adding a term providing for reimbursement of 100% of the Authority's costs in the amount of \$4,380.01 within 30 days.
30. Here, while I have found that Alpha contravened the MDAR, I am of the view that the proposed terms and conditions of the undertaking are not appropriate in the circumstances. More specifically, I do not consider that the proposed administrative penalty reflects the circumstances of the noted contravention.
31. On this basis, I do not accept either of the proposed undertakings and will turn to a discussion on the appropriate penalty.

a. Administrative penalty

32. As I have found that Alpha has breached the MDAR, an administrative penalty may be issued pursuant to section 26.04(1)(a) of the MDA. The maximum administrative penalty which can be imposed under the MDA on a corporation is \$100,000.00: section 26.05(1) MDA. The maximum administrative penalty which can be imposed under the MDA on an individual is \$100,000.00 if they own and operate a motor dealer or \$50,000.00 if they do not own and operate a motor dealer: section 26.05 MDA.
33. The purpose of administrative penalties is to deter future misconduct. In assessing whether to impose an administrative penalty and if so, the amount, I am required to consider the legislative factors in the MDA while also considering common law principles including proportionality, the need for specific and general deterrence and that the penalty

is not punitive in nature while not simply being the cost of doing business: *Re: Affordable Auto Sales and Services Inc.* 2019-BCRMD-030 at paragraph 25.

34. The legislative factors that must be considered prior to an administrative penalty being issued are found in section 26.04(2) of the MDA. I will address each individually.

i. Previous enforcement actions for contraventions of a similar nature

35. A history of previous enforcement actions for contraventions of a similar nature is a relevant consideration in determining whether to issue an administrative penalty and if so, the amount of the penalty. The previous contraventions need not be the same as those being considered at a hearing, they must only be similar. The Authority alleges that Alpha has such a history.

36. Attached to Mr. Reid's affidavit is a Consent Order dated March 14, 2025. The Consent Order provides that Alpha's motor dealer registration was to be suspended pending each of its vehicles offered for sale undergoing inspections, having any repairs completed or deficiencies rectified and where appropriate, vehicles were to be identified as "Not suitable for Transportation." There is no indication in the Consent Order of a contravention of the MDA, MDAR or the BPCPA having occurred.

37. Mr. Reid also attaches a Notice of Licensing Condition dated July 28, 2024 which largely reflects the terms of the Consent Order. Conditions may be added to a motor dealer's registration pursuant to section 4 of the MDA independently of an enforcement action. As with the Consent Order, there is no indication of a contravention of the MDA, MDAR or the BPCPA having occurred.

38. Mr. Reid deposes that Alpha has been issued seven verbal warnings and one written warning between July 10, 2020 and November 28, 2023. All but one of these was due to Alpha misrepresenting the mechanical condition of a vehicle while one was for failure to itemize required items in a purchase agreement. While the specific legislative contraventions were not identified for these enforcement actions, I do not view them as being of "a similar nature" to my finding that Alpha aided or abetted a person in breaching section 219 of the MVA contrary to section 33(2)(i)(iii) of the MDAR. Here, the Purchase Agreement clearly states that the Vehicle was not suitable for transportation and sold for

parts only. Despite Ms. Olson's Complaint, there is no suggestion by the Authority that Alpha misrepresented the Vehicle's mechanical condition or failed to properly itemize the various items in the Purchase Agreement.

39. I do not find there to be evidence of Alpha having a history of previous enforcement actions for contraventions of a similar nature.

ii. The gravity and magnitude of the contravention

40. I find the contravention here to be of significant gravity and magnitude. Alpha allowed a vehicle that was not suitable for transportation to be operated on a highway by Ms. Olson. Further, Mr. Zolfagharkhani took active steps to have the Vehicle insured at Alpha's premises in order that it could be driven away despite its mechanical condition. This placed anyone operating the Vehicle and others on the road at risk.

iii. The extent of the harm to others

41. As noted above, by permitting Ms. Olson to operate the Vehicle when it was not suitable for transportation and not compliant with the MVA, Alpha exposed her and other motorists to the risk of harm.

iv. Whether the contravention was repeated or continuous

42. The contravention in this case arose out of a single consumer transaction and was not repeated or continuous.

v. Whether the contravention was deliberate

43. The Authority says that the contravention was deliberate. Alpha says that there was no intention to deceive Ms. Olson and describes permitting Ms. Olson to operate the Vehicle during the test drive as "an isolated operational error, not a calculated or systemic disregard for the MVA or Alpha's safety policies."

44. The Vehicle in this case was not suitable for transportation. That is clear from the Purchase Agreement. Did Alpha, through its employee Mr. Zolfagharkhani, deliberately contravene the MDAR? I do not consider that to be the case. At most, the evidence supports a conclusion that Mr. Zolfagharkhani was either reckless to the fact that the Vehicle should not have been test driven or he did not turn his mind to the fact at all. I do not find there to be evidence to support a finding that the contravention was deliberate.

vi. Any economic benefit derived from the contravention

45. While Ms. Olson agreed to purchase the Vehicle, I do not consider this to be an economic benefit that was derived by Alpha from the contravention. I also note Mr. Tkachenko's evidence that Alpha has on three separate occasions offered to refund Ms. Olson's purchase price. There is no indication as to how or whether she has responded to these offers.

vii. Other factors for consideration

46. In deciding whether to issue an administrative penalty, I remind myself that doing so is not a penalty for past conduct. Rather, it is intended to deter future misconduct while meeting the goals of specific and general deterrence. I am also mindful that the amount of an administrative penalty should not be such that it would cause unreasonable economic hardship to a motor dealer and effectively cause it to no longer be able to carry on business. As noted in *Re: Pioneer Garage Limited dba Fraser Valley Pre-Owned* (2017-BCRMD-013) at paragraph 155:

As noted, an administrative penalty is used to deter future misconduct, with consideration to specific and general deterrence. The amount of the penalty should not be too high as to be a punishment for past conduct, but also not too low to be the mere cost of doing business.

47. In his affidavit, Mr. Tkachenko deposes that he has "intimate knowledge" of Alpha's finances which he describes as operating within the "budget-tier used vehicle market, which is characterized by extremely slim profit margins." He goes on to say that "a

\$50,000 administrative penalty would likely result in the bankruptcy and permanent closure of Alpha Auto.”

48. In considering the appropriate administrative penalty, I have reviewed previous Registrar's decisions and accepted undertakings as guidance. Alpha has also provided me with a number of decisions and undertakings in support of its position. In reviewing the various decisions, I note that undertakings do not follow formal compliance hearings but rather are proposals from motor dealers to the Registrar that are intended to resolve complaints without the necessity of a hearing. Further, undertakings typically lack the necessary background facts which would support the issuance of an administrative penalty. For these reasons, the administrative penalties included in the various undertakings carry less weight in my consideration here.
49. In *Re: Messiah Motor Cars Inc.* (August 14, 2025), a motor dealer committed two deceptive acts contrary to section 5(1) of the BPCPA, failed to properly indicate in a purchase agreement and on the subject vehicle that it was not suitable for transportation and that it aided, abetted or caused the consumer complainant to contravene section 219 of the MVA, contrary to section 33(2)(i)(iii) of the MDAR. The deceptive acts related to the motor dealer's misrepresenting the mechanical condition of the subject vehicle and an administrative penalty of \$40,000.00 was issued.
50. In *Re: Super Choice Auto Ltd. dba Lucky Stars Auto* (November 7, 2025), the motor dealer failed to properly indicate in advertisements and on the subject vehicle that it was not suitable for transportation, it created a second purchase agreement designed to deceive a warranty provider and it aided, abetted or caused the consumer complainant to contravene section 219 of the MVA contrary to section 33(2)(i)(iii) of the MDAR. An administrative penalty of \$35,000.00 was issued to the motor dealer and its registration was suspended for 30 days.
51. In *Re: AutoCanada Maple Ridge Auto GP Inc.* (June 26, 2025), the Registrar accepted an undertaking from the motor dealer that included an administrative penalty of \$30,000.00. The contraventions were restricted to the MDAR and included sections 22 and 33(2)(i)(iii), similar to the present case. There were distinguishing factors in that case however as the motor dealer was found to have employed an unlicensed salesperson while also failing to respond to the Registrar in the course of the investigation.

52. In *Re: Arrow Volkswagen* (May 8, 2025) the Registrar accepted an undertaking from the motor dealer that included an administrative penalty in the amount of \$30,000.00. In that case the motor dealer was found to have sold a vehicle that was unsuitable for transportation and not in compliance with the MVA contrary to section 33(2)(i)(iii) of the MDAR. The motor dealer also failed to complete the required statutory declarations in the purchase agreement as required by section 23 of the MDAR. The motor dealer was also found to have committed a deceptive act or practice contrary to section 5(1) of the BPCPA.
53. In *Re: CoCo Auto Group* (October 1, 2024) the Registrar accepted an undertaking from the motor dealer that included an administrative penalty in the amount of \$35,000.00. In that case, the motor dealer was found to have breached section 33(2)(i)(iii) of the MDAR while also failing to make required disclosures on the purchase agreement.
54. Finally, I have considered three undertakings referred to by Alpha – *Re: Vernon Dodge Jeep* (July 14, 2015), *Re: Fuel Motorsports* (March 31, 2017) and *Re: Massive Truck Sales* (08-70288). I find these decisions to be unhelpful due to their age and, similar to the other undertakings referred to above, due to the lack of facts that were considered in the issuance of their respective administrative penalties.
55. None of the cases referred to above are exactly similar to the present case. My task is to apply previous cases to this one, taking into consideration their individual circumstances. I note in the referenced decisions, each involve other contraventions in addition to section 33(2)(i)(iii) of the MDAR. I also note that the impact of an administrative penalty on the motor dealer's ability to continue to carry on business was not a factor that was advanced or considered in any of the decisions.
56. While this case involved a single contravention of the MDAR, it was serious in nature. Alpha was aware that the Vehicle should not be operated on a highway but allowed that to happen regardless. This constituted a safety issue for Ms. Olson and any others using the highway at the time. I am cognizant of the impact that an administrative penalty will have on Alpha's future business operations. However, that is but one factor to consider and it cannot negate or excuse the contravention. General and specific deterrence are factors that must also be addressed. On that basis, I find that an appropriate administrative penalty to be issued to Alpha in this matter is \$20,000.00.

b. Conditions on License

57. As indicated in the Hearing Notice, as Registrar I am authorized to make various orders including adding conditions or restrictions to a registration and/or license that I consider necessary to protect the public interest and to ensure compliance with legislation: section 4(6) MDA.
58. In his affidavit, Mr. Tkachenko deposes that “It is Alpha Auto’s corporate policy that any vehicle marked “Not Suitable for Transportation” is not to be operated on public highways.” In its Sur-Reply, Alpha says that “it is committed to and will immediately implement a formal, documented training program for all sales personnel to prevent such operational incidents, particularly regarding ‘not suitable for transportation’ vehicles and the MVA.”
59. Given these comments and given the need to ensure public protection and compliance with the legislation, I am of the view that the following conditions should be added to Alpha’s registration as follows:
1. Alpha is to provide the Registrar, on or before February 19, 2026, a copy of its corporate policy as it existed on February 22, 2025 that sets out Alpha’s prohibition against operating vehicles in its inventory that are marked “Not Suitable for Transportation” on highways.
 2. Alpha is to provide the Registrar, on or before March 19, 2026, a copy of its training program prepared for its sales personnel that addresses vehicles marked and/or designated as “Not Suitable for Transportation” as they relate to the operation of the *Motor Vehicle Act*.
60. Upon receipt of the documents cited above, the conditions will be removed from Alpha’s registration without the need for further application. The documents are to be provided to the Registrar through the Hearings Office.

c. Compliance Order – MDA section 26.02

61. As I have found that Alpha contravened the MDAR, I may issue a compliance order under section 26.02 of the MDA to address non-compliance. Under section 26.02(1) of the MDA, I may order Alpha to comply with the MDA and the MDAR and I so order.
62. Section 26.02(4)(d) of the MDA authorizes the Registrar to order reimbursement of the Authority's actual costs, including actual legal costs incurred for the inspection or investigation of a licensee. The Authority has provided an Investigation Cost Recovery invoice in the amount of \$4,380.01 which is the cost of its investigation in this matter. Alpha has not challenged these costs. I am of the view that it is appropriate to therefore order that Alpha reimburse the Authority's actual costs, including actual legal costs, in the amount of \$4,380.01 pursuant to section 26.02(4)(d) of the MDA.

VIII. Summary of Decision on Penalty

63. In summary, given the aforementioned findings with respect to liability, the following compliance action is ordered:
- (a) Alpha shall pay an administrative penalty in the amount of \$20,000.00;
 - (b) A Compliance Order is issued pursuant to section 26.02 of the MDA which provides that:
 - i. Alpha shall comply with the MDA and the regulations made thereunder; and
 - ii. Alpha shall reimburse the Authority's actual costs, including actual legal costs, in the amount of \$4,380.01; and
 - (c) The following conditions are imposed on Alpha's registration:
 - i. Alpha is to provide the Registrar, on or before February 19, 2026, a copy of its corporate policy as it existed on February 22, 2025 that sets out Alpha's prohibition against operating vehicles in its inventory that are marked "Not Suitable for Transportation" on highways.

- ii. Alpha is to provide the Registrar, on or before March 19, 2026, a copy of its training program prepared for its sales personnel that addresses vehicles marked and/or designated as “Not Suitable for Transportation” as they relate to the operation of the *Motor Vehicle Act*.

IX. Right of Review of Decision

64. This decision may be reconsidered pursuant to sections 26.11 and 26.12 of the MDA. A Request for Reconsideration must be submitted in writing within 30 days of receiving the compliance order and notice of administrative penalty. The request may be filed electronically to hearings@vsabc.ca or by mail to the Authority.
65. This decision may also be reviewed by petition to the BC Supreme Court pursuant to the *Judicial Review Procedure Act* within 60 days of receiving this decision: section 7.1 of the MDA and section 57 of the *Administrative Tribunals Act*.

"Original signed"

Signed this 19 day of January, 2026



Patrick Poyner
Registrar of Motor Dealers