



Investigation File No.: C-25-08-390
Hearing File No.: H-25-11-004

**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:

BISWAS AUTOMOTIVE SERVICES LIMITED

RESPONDENT/MOTOR DEALER

AND:

SUMIT BISWAS

OWNER AND DEALER PRINCIPAL

DECISION OF THE REGISTRAR OF MOTOR DEALERS

Date and location of decision: February 27, 2026 at Langley, British Columbia

By way of written submissions

Appearances for:

The Authority:

Claudia Arrieta

Biswas Automotive Services Limited and Sumit Biswas:

Rahul Wadhera as Agent

I. Introduction

1. This proceeding arises out of an investigation commenced by the Authority in July 2025 following its receipt of two “Report-A-Concern” forms.
2. Biswas Automotive (“Biswas”) is a motor dealer licensed with the Authority under license number D50514 and continuously licensed since July 5, 2024. Sumit Biswas is its owner and dealer principal and he is a salesperson licensed with the Authority under license number 212668 since September 27, 2019. Biswas and Mr. Biswas are together referred to as the Respondents.
3. The hearing of this matter proceeded by way of written submissions. Counsel for the Authority and Rahul Wadhera, who appears as Agent for the Respondents, have each provided written submissions supported by affidavit and other evidence. 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

4. There is significant disagreement between the parties as to the facts in this matter. For that reason, I will describe both parties’ individual accounts, noting 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 subject to any statutory shift which will be identified as appropriate.

a. The Authority

5. The Authority commenced its investigation after it received two “Report-A-Concern” forms in July 2025. Report-A-Concern forms are a means by which a person can alert the Authority to suspected contraventions by salespeople, motor dealers or other licensees. These forms can be submitted anonymously or with the person’s name and contact information included. Copies of the two Report-A-Concern forms that led to this matter commencing were not provided by the Authority and are not in evidence.

6. While Mr. Biswas is not identified as a Respondent in the Hearing Notice style of cause, the included allegations against him are clear and Mr. Wadhwa has provided response submissions for both Biswas and Mr. Biswas. As such I find that Mr. Biswas has been provided appropriate notice of the case he has to meet and an opportunity to be heard.
7. The Authority has included with its Hearing Notice an affidavit sworn November 19, 2025 by Joel Jordan who is an Investigation Officer employed by the Authority. In his affidavit, Mr. Jordan describes his attendance at Biswas' business location on July 30, 2025 ("the July Meeting") and his observations during that attendance.
8. Mr. Jordan deposes that the July Meeting was approximately two hours duration and that he was accompanied by another Investigation Officer, Sean Plecas. They were subsequently joined by the Authority's Investigations Manager Tim Gallo. Mr. Biswas was not present at the dealership at the time of Mr. Jordan's and Mr. Plecas' arrival.
9. On his arrival at Biswas, Mr. Jordan made note of multiple individuals seated at desks and working on computers in what he described as the "staff area." While there, Mr. Jordan initially approached and spoke with two individuals who identified themselves as 22 and Kadisha Mont.
10. 22 was observed sitting at a desk in the staff area and working on a computer, posting an advertisement for a 2022 Dodge Durango on Facebook that included his own name and contact information. A photo of the computer monitor observed by Mr. Jordan was included as an exhibit to his affidavit. Mr. Jordan deposes that at the time of the July Meeting, 22 was not licensed with the Authority as a salesperson.
11. Mr. Jordan spoke with Kadisha Mont during the July Meeting. Ms. Mont advised Mr. Jordan that she was employed at Biswas in an accounting and operations role. Ms. Mont was not licensed with the Authority at that time but subsequently became licensed as a salesperson on September 16, 2025. At his request, Ms. Mont provided Mr. Jordan with a list of the salespeople employed by Biswas at that time and she provided three pages of records that included the salesperson information for Khushwant Singh, "Pahuldeep" and "Nimrat". Mr. Jordan has attached the corresponding license photographs to his affidavit for Khushwant Singh ("Khushwant") as well as Pahuldeep Singh ("Pahuldeep") and Nimrat Singh ("Nimrat").

12. Mr. Jordan deposed that he observed an individual named [REDACTED] working on a computer that had a computer program called Dealertrack that was open. Dealertrack is a program that is used by motor dealers to access financing for customers and contains consumer information. Mr. S[REDACTED] advised Mr. Jordan that he worked at Biswas in a marketing capacity and that he was responsible for providing leads. Mr. [REDACTED] salesperson license was issued but inactive at the time as he was not employed as a salesperson by a motor dealer.
13. Approximately one hour after Mr. Jordan's arrival, Mr. Biswas also arrived at the dealership. Mr. Biswas advised Mr. Jordan that he had hired an unlicensed university student named [REDACTED] to post advertisements on Mr. Biswas' personal Facebook account but he denied that Mr. S[REDACTED] was employed at Biswas. Mr. Biswas called Mr. [REDACTED] on the phone and a voice identified as Mr. [REDACTED] confirmed during that call, which was on speakerphone thereby allowing Mr. Jordan to hear the discussion, that he was not employed by Biswas. Mr. Biswas advised Mr. Gallo in Mr. Jordan's presence that the computers at the dealership were not password protected and that his salespeople brought friends to the dealership over whom he had no control.
14. Mr. Jordan attaches to his affidavit an Inspection Report dated July 31, 2025 ("the Report") and prepared by Raja Sumal who is an Industry Standards Officer with the Authority. Mr. Jordan's evidence is that Mr. Sumal's inspection took place after the July Meeting. The Report includes Mr. Sumal's comment that "Privacy is not being protected at the dealership. No passwords were on any computer. Anyone can go behind the desk and access customer information."
15. Finally, Mr. Jordan deposes that on the same day but prior to the July Meeting, [REDACTED] attended at the Authority's offices and met with Mr. Jordan and Mr. Gallo at which time he advised them that Pahuldeep and Nimrat had hired him to take photos of vehicles and advertise them online. In exchange for generating leads he was paid between s. 22(3)(f) per completed deal. At the time, [REDACTED] was not licensed as a salesperson.

b. The Respondents

16. The Respondents deny the allegations as set out in the Hearing Notice. They rely on affidavits sworn by Mr. Biswas, Ms. Mont, Khushwant, [REDACTED] and Mr. [REDACTED] as well

as an unsworn statement from Mr. 22 and a collection of documents which are submitted separately and without a covering affidavit.

17. Prior to discussing the evidence of the Respondents, I pause to address the unsworn evidence referenced above. Section 7.1 of the *Motor Dealer Act* (“MDA”) adopts section 11 of the *Administrative Tribunals Act* (“ATA”) which authorizes tribunals to control their own processes and make rules concerning practice and procedure “to facilitate the just and timely resolution of the matters before it.” Such rules include but are not limited to the receipt and disclosure of evidence which is reflected by Rule 34(3) of the *Registrar’s Rules of Practice and Procedure* (“the Rules”) which provide that “The Registrar is not bound by the rules of evidence that apply in a court of law. The Registrar may in their discretion decide whether to admit evidence, its relevance and the amount of weight to be given to it.”

18. The relaxation of evidentiary rules and procedure referenced above recognizes that parties to administrative tribunal proceedings are not always, as is the case here, represented by legal counsel and as such, strict adherence to formal rules can at times impact the fairness of the matter. While unsworn evidence may require a more rigorous examination to ensure its reliability, it is not automatically inadmissible. If it is found to be logically probative and reliable, the question then becomes one of how much weight to attach to it.

i. Sumit Biswas

19. As noted previously, Mr. Biswas is the owner and principal of Biswas. He deposes in his affidavit sworn December 16, 2025 that 22 was scheduled to take the VSA licensing examination three days after the July Meeting and had been newly hired and was shadowing and training under Khushwant. His work was limited to preparing social media content drafts but he did not publish his content or otherwise take part in any sales activity.

20. Mr. Biswas deposes that Mr. 22 was never employed by Biswas and that his attendance at the dealership was social and personal in nature. Mr. Biswas states that Mr. 22 did not interact with any of Biswas’ customers and did not participate in any sales transactions or access the Dealertrack software. Mr. Biswas deposes that “there is

no reason for anyone at the dealership to use DealerTrack” and that he himself used the software program “only one time.”

21. Mr. Biswas deposes that he employed Mr. 22 to manage Biswas’ Facebook account and online postings and that his responsibilities included drafting posts, managing listings and generally managing content quality. Mr. Biswas says that Mr. 22 did not interact with customers or otherwise participate in any sales transactions.
22. Mr. Biswas briefly commented on Ms. Mont, deposing that she was employed by Biswas and obtained her salesperson license “shortly after joining.”
23. Mr. Biswas deposes that “the VSA investigators were aggressive, rude and extremely unprofessional during their visit” and he further describes the steps that have been taken “to address compliance matters quickly” as including enabling password protection on all computers and installing “proper signage...throughout the dealership”. He acknowledges that an open alcohol container was left on a desk by mistake following a staff party.

ii. Kadisha Mont

24. Ms. Mont deposes in her affidavit sworn December 16, 2025 that she is currently employed by Biswas as an administrative assistant and that she became licensed as a salesperson in September 2025. She is not an owner, officer or legal partner with Biswas.
25. Ms. Mont describes the July Meeting as being attended by Mr. Jordan and Mr. Gallo but indicates that they were accompanied by Alan Mullen. This conflicts with Mr. Jordan’s evidence that it was Mr. Plecas who accompanied he and Mr. Gallo. I do not find that anything turns on this discrepancy but note it for background.
26. In her affidavit, Ms. Mont describes the Authority employees as interviewing various individuals at Biswas including employees and visitors or acquaintances of employees. She indicated that the only licensed salespeople working that day were Khushwant, Pahuldeep and Nimrat. In response to a request by the Authority employees, she printed and provided records reflecting the three licensed salespeople.
27. Ms. Mont noted that others present that day at Biswas were visitors or acquaintances of the licensed sales staff. She identified Mr. 22 as “an independent marketing contractor providing services to Mr. Biswas under an independent contractor

arrangement.” She stated that she was unaware of the dealership’s business arrangements beyond her own duties. Ms. Mont perceived her discussions with the Authority employees to be “stressful and intimidating.”

28. Ms. Mont further described a second attendance at Biswas by Mr. Jordan, Mr. Gallo, Mr. Mullen and two other unnamed individuals on August 1, 2025 (“the August Meeting”). She says that several individuals were questioned including Khushwant and another individual named 22 . Ms. Mont observed that Mr. 22 identified himself as “Matt”, refused to provide the Authority investigators with identification and left the dealership. Ms. Mont further observed that Mr. 22 had been seated at a reception desk accessing email on a computer that Mr. 22 had been using previously but that he had not logged out of.
29. Ms. Mont described the manner of the Authority employees’ questioning of individuals at Biswas as “firm” and she invited them to a private office to discuss the matter further. Her recollection of that meeting was that the Authority employees suggested that Biswas not in compliance with VSA regulations, that Mr. Biswas was not cooperating with their investigation and despite a request for clarification, particulars of the rules or regulations were not provided. Ms. Mont deposes that the Authority employees commented that Biswas faced possible closure if Mr. Biswas failed to contact them which caused her to feel extremely distressed and fearful for the future of the business.

iii. Khushwant Singh

30. Khushwant deposes in his affidavit sworn December 16, 2025 that he was previously licensed as a salesperson with Biswas but he is now employed by a different motor dealer. At all material times, he describes 22 as a new hire who was undergoing onboarding and training under his supervision and that he was not acting independently but rather training and learning tasks. Khushwant says that 22 did not take part in any sales activity at Biswas but rather prepared social media content which was saved as drafts.

iv. 22

31. 22 confirmed Mr. Biswas' evidence that he was employed by Biswas under Khushwant's supervision and that he was scheduled to take his VSA licensing examination three days after the Authority employees attended at Biswas. He says that he was preparing social medial posts that were saved as drafts and that none of the posts were published or shared. He denies being engaged in "any regulated sales activity under the *Motor Dealer Act.*"

v. 22

32. Mr. 22 deposes in an affidavit sworn December 16, 2025 that at all material times he was "engaged" by Mr. Biswas to manage Biswas' Facebook account in a marketing and administrative capacity. His tasks included posting vehicles online, drafting content, managing descriptive listings and other related tasks. Mr. 22 denies interacting with customers, negotiating vehicle sales, accepting deposits, participating in consumer transactions or any activity that required a salesperson license.

33. In his affidavit, Mr. 22 engages in legal argument, specifically commenting on whether there is evidence to support allegations of contraventions of the MDA. I do not consider this to be evidence but rather legal argument and I give it no weight.

vi. 22

34. Mr. 22 evidence is provided by way of a signed statement dated December 26, 2025 in which he swears to the truthfulness of its contents. However, Mr. 22 statement is not sworn or affirmed before a commissioner for oaths and therefore does not meet the legal requirements for an affidavit or other sworn evidence. While the Authority does not object to its admissibility, I will consider this statement and give it such weight as its contents can reasonably support. However, its evidentiary value is reduced and it does not carry the same reliability as sworn evidence.

35. In the statement, Mr. 22 says that he has never been employed by Biswas, that he has not performed any task for Biswas and he has not been paid by Biswas. He says that

his attendance at Biswas during the July Meeting was personal in nature and that he has at no time interacted with consumers or participated in consumer transactions. He denies using the DealerTrack software program.

36. While Mr. Biswas similarly deposes that Mr. 22 [REDACTED] has never been employed by Biswas and that his visits were social and personal, I note that Ms. Mont's evidence is that Mr. 22 [REDACTED] provided services to Mr. Biswas under an independent contractor agreement. It is her evidence that she heard Mr. 22 [REDACTED] confirm this in his discussion with Mr. Jordan. I further note Mr. Jordan's evidence that Mr. 22 [REDACTED] advised him during the July Meeting that he worked at Biswas in a marketing capacity and by providing leads. On this basis, I find Mr. 22 [REDACTED] statement lacks reliability and while admissible, I give it reduced evidentiary weight. Given the contradictory evidence given by Mr. 22 [REDACTED] himself and considering that of Mr. Jordan and Ms. Mot who was employed in an administrative role at Biswas, I find it more likely than not that Mr. 22 [REDACTED] was working for either Biswas or Mr. Biswas in a marketing role.

vii. Respondent documents

37. In addition to the various affidavits and statements provided, the Respondents rely on several documents including two undated letters on Biswas letterhead that are signed by Mr. Biswas, which purport to be letters of employment concerning Ms. Mont and 22 [REDACTED] 22 [REDACTED]. The letter concerning Mr. 22 [REDACTED] which was not attached to Mr. 22 [REDACTED] or Mr. Biswas' affidavits, describes a one-week training program that took place between July 20, 2025 and July 27, 2025 under Khushwant's supervision and which focused on marketing. The letter concerning Ms. Mont, which is not attached to hers or Mr. Biswas' affidavits, indicates that she has been employed by Biswas since February 1, 2025 as an administrative assistant. As noted above, these letters are not appended to an affidavit and there is no indication in the Respondents' written submissions as to the basis on which they are submitted. As such I find them to be admissible but I give them reduced evidentiary weight.

38. The Respondents have also provided a separate group of documents collectively entitled "VSA Compliance Evidence". Included are fifteen photographs, purportedly of the interior of Biswas' business location. Each photograph has a short description including "Main

Office”, “Finance Office” and “Showroom-Sales Work Stations.” There is no indication as to when these photos were taken, on what basis they are being relied upon or what conclusion I am asked to draw from them. Given the nature of these photos, while I find them to be admissible, I give them reduced evidentiary weight.

39. Finally, the Respondents have provided an undated document that lists six individuals, including Mr. Biswas and Ms. Mont, under the heading “Salespeople for Biswas Automotive Services”, as well as six copies of a document dated September 19, 2025 and entitled “Biswas Automotive Services Ltd Compliance and Operations Policies”, and each signed by the six individuals listed in the aforementioned printout. As with the photographs, there is no indication from the Respondents as to the basis for which either the printout or the documents are advanced as evidence. I note that the six signed documents are all dated after the July and August Meetings. Without there being any accompanying submission or explanation on which these documents are introduced, I will admit them as evidence but I am unable to place any evidentiary weight on them.

III. Positions of the Parties

40. The contraventions alleged by the Authority are found at paragraphs 36 and 52 of the Hearing Notice and read together, are as follows:

- a. That the Respondents contravened section 13.1 of the MDA by employing or engaging salespersons not licensed as salespeople under the Regulations, specifically 22 [REDACTED] and 22 [REDACTED];
- b. That the Respondents, through the actions of Nimrat and Pahuldeep working in the normal course of their employment, contravened section 13.1 of the MDA by employing or engaging a salesperson not licensed as a salesperson under the regulations, namely, 22 [REDACTED];
- c. That the Respondents, through the actions of Kadisha Mont, who was working in the normal course of her employment, contravened section 35(3)(a) of the MDA by supplying false or misleading information to Mr. Jordan, a person acting under the MDA; and

d. That the Respondents, while acting in the course of business, failed to safeguard consumer records contrary to section 33(2)(h) of the *Motor Dealer Act Regulations* (“MDAR”).

41. The Respondents deny the allegations and allege that they were denied procedural fairness during the Authority’s investigation and lead-up to the hearing of the matter. More specifically, they say that the Authority’s investigators engaged in conduct that constituted an appearance of bias and undertook an unrestricted search of Biswas’s business premises. The Respondents also say that the Authority did not provide timely disclosure, relied on inconsistent witness statements and formed conclusions without seeking clarification.

42. In *Baker v. Canada (Minister of Citizenship and Immigration)* [1999] 2 SCR 817, the Supreme Court of Canada confirmed that procedural fairness is a flexible concept that is dependent upon the context, including the nature of the decision, the statutory scheme, the importance of the decision to the affected individual, the legitimate expectations of the parties, and the choices of procedure made by the administrative decision maker. Administrative proceedings exist along a spectrum. Decisions that are adjudicative and final in nature attract a high degree of procedural protection while preliminary or investigative steps attract considerably less: see *Bauhuis v Association of Professional Engineers and Geoscientists of Alberta*, 2024 ABKB 603 (CanLII) at para. 72.

43. Where it is determined that there has been a lack of procedural fairness or breach of natural justice at the investigative stage of a regulatory process, that can be remedied at the formal adjudicative hearing stage of the matter: see *Cactus Cafe Turner Road Ltd. v. British Columbia (Liquor Control and Licensing Branch)*, 2010 BCSC 1691 (CanLII) at para. 84.

44. Turning to the present case, there is no evidence to suggest that the Authority’s investigators made a determination or decision affecting the licensee’s rights, interests, or privileges. Their role was limited to gathering information. The decision to issue the Hearing Notice was with legal counsel, not the investigators. Once that occurred, the Respondents were provided with notice of the allegations against them, disclosure of the

evidence relied on by the Authority and an opportunity to be heard. These are some of the hallmarks of procedural fairness as discussed in *Baker*.

45. Concerning the allegation of bias, Mr. Biswas says that the Authority's investigators were "aggressive, rude and extremely unprofessional" but he does not provide particulars of these allegations. Ms. Mont's evidence is that during the July Meeting she observed the Authority's investigators conduct interviews and that they requested records from her and suggested that someone was being dishonest. She says that she perceived the questions asked of her as "stressful and intimidating". Further, Ms. Mont says that during the August Meeting, the Authority investigators questioned individuals "in a firm manner", suggested that some were acting dishonestly and that Mr. Biswas was not cooperating with their investigation and that Biswas faced potential closure. Ms. Mot says that this left her feeling "extremely distressed and fearful for the future of [Biswas]."
46. Even if accepted at face value, such conduct does not establish a reasonable apprehension of bias. The test for bias is whether an informed person would conclude that the decision maker is not impartial. The investigators in this case did not and could not make any decisions affecting the Respondents including closure of the dealership. Their role was to gather evidence following which the Hearing Notice, which I note does not seek suspension or cancellation of Biswas' registration, was issued by legal counsel. There is no evidence that the investigators' demeanor influenced that decision or tainted the fairness of the overall process.
47. Mr. Wadhera further alleges that Authority staff "entered the Dealer's premise and proceeded to access the Dealer's computers and various rooms without the Dealer's permission and without providing lawful authority to do so." While this assertion runs contrary to the inspection powers embedded in section 26 of the MDA, there is no evidence of such "unrestricted searches" as described by Mr. Wadhera having occurred. I do not find that this allegation to have been proven.
48. Regarding disclosure, it has been held that where the investigative and adjudication functions in a regulatory context are distinct from one another, disclosure of the allegations and an opportunity to be heard are generally not required at the investigative stage: see *British Columbia (Police Complaint Commissioner) v. Sandhu*, 2024 BCCA 17 (CanLII) at

para. 83 and *Puar v. Association of Professional Engineers and Geoscientists (British Columbia)*, 2009 BCCA 487 at para. 22.

49. The Respondents have not identified any specific materials that it says were withheld or disclosed late beyond Ms. Mot's evidence that she was not provided "specific guidance" as to which rules or regulations were in issue. The Hearing Notice sets out the Authority's allegations in detail as does Mr. Jordan's affidavit. The Respondents have therefore been provided with notice of the allegations against them and an opportunity to review them and to submit a written response. I am satisfied that the degree and content of disclosure meets procedural fairness requirements in the context of a regulatory proceeding.
50. Finally, I do not agree with the Respondents' argument that it was denied procedural fairness due to the Authority's reliance on inconsistent witness statements and by forming conclusions without seeking clarification. The question of whether witness statements are inconsistent with one another and whether evidence is insufficient due to a lack of corroborating or clarifying evidence are evidentiary issues to be decided by the trier of fact. These two allegations if proven would not constitute a denial of procedural fairness in any event.
51. Having considered all of the circumstances and the governing legal principles, I find that the Authority met its duty of procedural fairness. The investigation was conducted for information gathering purposes. The investigators were not decision makers and full disclosure was provided at the time the Hearing Notice was issued. The Respondents have been provided an opportunity to be heard by way of their written response. There is no basis on which to conclude that procedural fairness was denied as alleged by the Respondents.

IV. Remedy Sought

52. The Authority seeks the following:

- (a) An administrative penalty issued to Biswas Automotive Services Limited that falls within a range of \$65,000.00 and \$75,000.00 pursuant to section 26.04 of the MDA; and

(b) An order that Biswas Automotive Services Limited reimburses the Authority its actual costs, including legal costs, incurred in relation to this matter pursuant to section 26.02(4) of the MDA.

53. 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.

V. Analysis

a. *Motor Dealer Act* section 13.1

54. The Authority alleges that the Respondents, directly and through their employees Nimrat and Pahuldeep acting in the normal course of their employment, employed or engaged unlicensed salespersons, namely, 22, contrary to section 13.1 of the MDA.

55. Section 13.1 of the MDA prohibits a motor dealer from employing or engaging a salesperson unless they are licensed as such under the regulations. The starting point in the analysis of this alleged contravention is to determine whether the evidence establishes that the individuals in question, through their actions, satisfy the definition of salesperson under section 1 of the MDA and if so, whether they were licensed under the regulations. If their actions did not meet the MDA definition of salesperson, that ends the matter. If they did, then it must be determined whether the motor dealer employed or engaged them.

56. I note that throughout its submissions, the Respondent asserts that this allegation has not been proven due to the Authority's failure to establish conduct constituting "trading" or "sales activity" under the MDA. However, neither "trading" nor "sales activity" are defined terms in the MDA and do not appear anywhere in the MDA. The applicable definition of salesperson to be applied is found at section 1(a) of the MDA is as follows:

(a) an individual, other than a motor dealer, who, on behalf of a motor dealer and for or in the expectation of a fee, gain or reward,

- (i) solicits, negotiates or arranges for the sale of a motor vehicle to a person, or
- (ii) in any way participates in the soliciting, negotiating or arranging for the sale of a motor vehicle to a person, or

57. The Respondent also argues that “in the motor dealer context, clerical and administrative preparation – including drafting advertisements – is not regulated sales activity unless it involves negotiation, inducement, or consumer interaction” and in support Mr. Wadhwa refers to two decisions of the BC Supreme Court, *Windmill Auto Sales Ltd. v. Registrar of Motor Dealers*, 2014 BCSC 903 and *Kreller v. BC Superintendent of Motor Dealers*, 2008 BCSC 1371. Neither the applicable page numbers, paragraphs nor quotations are provided for either decision as guidance.

58. Having reviewed the decision in *Windmill*, I note that the court makes no reference as to what is or is not “regulated sales activity.” That decision involved a judicial review application in which the court focused on issues of procedural fairness and the remedy ordered by the Registrar at first instance. Further, I am unable to locate the *Kreller* decision in any decision database. Given these circumstances, I reject the Respondents’ argument insofar as it relies on these two decisions.

i.

22

59. The evidence of Mr. 22 employment is consistent as between Mr. 22 and Mr. Biswas. Mr. 22, who at all material times was not licensed as a salesperson, was paid \$22 per hour by Mr. Biswas to manage Biswas’ Facebook account. Mr. 22’s role included but was not limited to drafting listings for vehicles offered for sale, managing posted listings, and ensuring content was timely and professional.

60. The Respondent describes Mr. 22 duties as “clerical or marketing support” and that it did not constitute “sales activity.” As noted above, I disagree with the Respondents’ interpretation of the MDA, particularly its position that a salesperson license is only required if the person “sells, offers to sell or negotiates the same of a motor vehicle on behalf of a dealership or participates in such activities.” The definition of salesperson is clear and includes the solicitation or participation in the solicitation of the sale of a motor

vehicle to a person. Further, and I reiterate, the phrase “sales activity” is not included in the definition of salesperson and is not included anywhere in the MDA.

61. The Respondent further argues that a finding that Mr. 22 or others who were performing administrative or clerical tasks or social media engagement constituted sales activity would create an imposition of retroactive obligations under the MDA. This argument fundamentally ignores the MDA definition of salesperson, however. My task is to apply the MDA definition of salesperson against the conduct of the various named individuals and to determine whether a contravention of section 13.1 of the MDA has occurred.
62. In my decision in *Re: Super Choice Auto Ltd. dba Lucky Stars Auto* (November 27, 2025), I found that the posting of advertisements for vehicles offered for sale constituted solicitation for the purchase of a vehicle. This finding was supported by the previous decision of Registrar Christman in *Re: Darryl's Best Buys Auto Sales Ltd. et al* (July 7, 2020, File 19-11-005, Registrar) at paragraph 21:

[21] The underlined words show that if an individual is expecting a fee, gain or reward and in any way participating in the soliciting, negotiation or arranging a sale (which includes a lease or transfer by any means) they are acting as a salesperson. An actual sale need not occur. Further, the conduct of the salesperson and what they say before, during and after the sale is also regulated conduct requiring that they be licensed. (emphasis added)

See *Re: Best Import Auto Ltd. et al* (File 17-08-002, November 28, 2017, Registrar) at paragraphs 79-92., affirmed in *Best Import Auto Ltd. v Motor Dealer Council of British Columbia*, 2018 BCSC 834 (CanLII)

63. Turning back to the MDA, I find that through his conduct as described above, Mr. 22 was acting as a salesperson as defined by that legislation. While there is no evidence that he took part in any direct sales of vehicles, it is unchallenged that Mr. 22 drafted, posted and managed listings for vehicles offered for sale by Biswas. In doing so, he was soliciting or participating in the solicitation the sale of motor vehicles and did so on behalf of a motor dealer in the expectation of a fee, gain or reward. The evidence indicates that it was Mr. 22 who was the guiding mind behind the advertisements from their creation

to their management. There could be no other purpose in posting them to the Biswas Facebook account but to solicit sales or participate in the solicitation of sales.

64. As I have found that Mr. 22 was at all material times acting as a salesperson as defined by the MDA, I similarly find having considered the evidence of Mr. Biswas and Mr. 22 that he was employed or engaged in that capacity by the Respondents contrary to section 13.1 of the MDA.

ii.

22

65. Mr. Jordan's evidence is that on the day of the July Meeting, he observed a person who identified himself as 22 sitting at a desk and working on a computer. Mr. Jordan says that he observed that person post an advertisement for a vehicle on Facebook with a description that included the following: "Call/text 22 for more info." A photo of the computer screen was appended to Mr. Jordan's affidavit which reflected the posting. Mr. Biswas' evidence is that 22, who was not licensed at the time of the July Meeting, was employed by Biswas but that his role was limited to preparing social media content drafts under the supervision of Khushwant.

66. In reviewing the photo of the purported advertisement, I note that it appears to be a posting to Facebook Marketplace. The words to the left of the posting state "Edit listing – Tell buyers anything that you haven't had the chance to include yet about your vehicle." (emphasis added). Under that text, the name and phone number as noted above for "22" is included as is various information concerning the advertised vehicle which appears to be highlighted. Under that information is a button that is marked "Update." Beyond the discrepancy concerning the surname of the person observed by Mr. Jordan, having viewed the evidence, it is not clear whether this advertisement was in fact posted to Facebook Marketplace. The fact that the photo of this page displays the "Edit listing" heading, the "Update" button and the language generally suggests that this may have been a draft of a post as opposed to a published posting.

67. As noted above, to meet the definition of "salesperson", an individual must, on behalf of a motor dealer and for or in the expectation of a fee, gain or reward, solicit, negotiate, arrange or participate in one of these for the sale of a motor vehicle to a person. Here, it is not clear that the advertisement observed on the computer screen at which 22,

or 22, was seated was in fact posted. Given this uncertainty, I am unable to determine that 22 solicited, negotiated, arranged or participated in one of these for the sale of a motor vehicle to a person. I therefore find that the Authority has not proven on a balance of probabilities that Biswas employed or engaged a salesperson, namely 22, without being licensed under the regulations and I dismiss this allegation.

iii. 22

68. Mr. Jordan deposes that on the day of the July Meeting, he and Mr. Gallo met with 22 at the Authority offices at which time he advised them that he had been employed by Pahuldeep and Nimrat to generate leads for them through advertising in exchange for payment of between s. 22(3)(f) per completed deal.

69. I do not find that there is sufficient evidence to prove the allegation Pahuldeep and Nimrat employed or engaged 22 as an unlicensed salesperson contrary to section 13.1 of the MDA. The Authority has not provided a statement, sworn or otherwise, from 22. There is no indication of when he first became employed, details concerning his job duties or how many leads he provided that resulted in payment. Given this lack of supporting evidence, I am unable to determine whether 22 engaged in duties that resulted in his meeting the MDA definition of salesperson and I therefore decline to engage in an analysis as to whether the Respondents are vicariously liable for the actions of Pahuldeep or Nimrat. I find that the Authority has not proven this allegation on a balance of probabilities and I dismiss this allegation.

b. Motor Dealer Act section 35(3)(a)

70. An allegation of a contravention of section 35(3)(a) of the MDAR is proven where a person supplies false or misleading information to a person acting under the MDA. This provision is not exclusive to motor dealers or salespeople and as such a person can breach this provision outside of an employment context. Where a breach occurs within an employment context, the person's employer may be found vicariously liable for their actions.

71. In the Hearing Notice, the Authority alleges that Ms. Mot supplied false or misleading information to Mr. Jordan. At the time this alleged contravention occurred, Ms. Mot was

not a licensed salesperson and she is not named as a Respondent. More specifically, the Authority alleges that at Mr. Jordan's request, Ms. Mot provided a list of the salespeople employed by Biswas and that list included only three individuals – Pahuldeep Singh, Nimrat Singh and Khushwant Singh. The Authority submits that this list was incomplete as Biswas in fact employed others as salespeople which was evidenced by "multiple individuals working on computers located in the Dealership's staff area." The Hearing Notice does not identify the other salespeople who were alleged to have been left off of Ms. Mot's list.

72. In her affidavit, Ms. Mot states that that during the July Meeting, she was asked for a list of employees and that she "printed and provided the records showing only the three licensed salespersons named above were authorized to sell vehicles at that time." There is no indication in Mr. Jordan's affidavit that he questioned or disagreed with this list during the July Meeting, the August Meeting or at any other time. There is similarly no suggestion that it was later determined that there were others licensed as salespeople with Biswas at that time who should have been but were not included on Ms. Mot's list.
73. The Authority points to the Respondents' written submissions in which they say that four licensed salespeople left Biswas due to the Authority's investigation. However, this assertion is not supported by evidence. Nowhere are these four salespeople identified. The onus is on the Authority to prove this allegation through evidence and no records have been provided that establish the identity of the licensed salespeople employed by Biswas at the time Ms. Mot prepared her list for Mr. Jordan. Without this list being in evidence, it is not possible to ascertain whether Ms. Mot's list was accurate or not and it is similarly not possible to determine whether the information provided by Ms. Mot was false or misleading. I therefore dismiss this allegation.
74. While I dismiss this allegation based on the lack of evidence as discussed above, I note further that without indicating in the Hearing Notice the basis on which the Authority says the information provided was false or misleading, the Respondents and Ms. Mont have not been provided sufficient notice of the alleged contravention to allow them to assert a response or raise a defence, particularly the defence of knowledge or due diligence as provided for in section 35(4) of the MDA. I would further dismiss this allegation on the basis that Respondents were not provided with sufficient notice of the allegations against them.

c. Motor Dealer Act Regulation section 33(2)(h)

75. Section 33(2)(h) of the MDAR falls under the “Code of Conduct” provisions in this legislation. It obligates motor dealers to safeguard records in respect of a consumer that are within the possession or control of a licensee or registrant.
76. Mr. Jordan’s evidence is that he observed an individual he identified as 22 [REDACTED] seated at a desk at Biswas and working on a computer that had the Dealertrack software program open. Mr. Jordan’s evidence is that consumer records can be accessed through Dealertrack. Mr. 22 [REDACTED] admitted to Mr. Jordan that he worked at Biswas and this was confirmed by Ms. Mot although Mr. Biswas and Mr. 22 [REDACTED] u both later denied any working relationship. As noted previously in this decision, I am satisfied that the evidence supports a finding that Mr. 22 [REDACTED] was employed or engaged by either Biswas or Mr. Biswas at that time. I further find that at the time of the July Meeting, Mr. 22 [REDACTED] was seated at a computer that was unlocked and had a software program open that was used by motor dealers.
77. I further note Ms. Mot’s evidence that at the time of the July Meeting, she observed Mr. 22 [REDACTED] use a computer at the dealership and then leave without logging out. She later observed Mr. 22 [REDACTED] seated at that same computer accessing email before identifying himself to Mr. Jordan as “Matt,” refusing to provide identification and then leaving the dealership office.
78. Mr. Biswas further commented to Mr. Gallo that the computers at Biswas were not password-protected and that Biswas’ salespeople brought friends to the dealership and that he did not have control over those visits. The lack of password protection is consistent with the findings of Mr. Sumal during his inspection of the dealership. Mr. Biswas stated that corrective measures were taken at Biswas “to address compliance matters quickly.” These included enabling password protection on all computers.
79. In the Respondents’ submissions, Mr. Wadhera makes several unsupported assertions in respect of Biswas’ control over its business premises. These include suggestions that all of Biswas’ business records are stored on a single, password protected computer located in a secured office and that two other motor dealers that share office space with Biswas

were responsible for two other computers over which Biswas exercises no control. Given the lack of evidence to support these assertions, I give them no weight.

80. The Respondents say that evidence of actual access by an unauthorized individual must be proven to satisfy a breach of this provision and that without evidence of an actual comprised record, privacy breach or consumer complaint, the risk is merely hypothetical and a speculative inference. This argument is inconsistent with the language of section 33(2)(h) of the MDAR however which obliges a motor dealer to safeguard records in respect of a consumer that are in its possession or control. It is not necessary to prove actual access or a privacy breach. In this case, Mr. Jordan's evidence is that Mr. Biswas stated that he had no control over who came into the dealership and that its computers were not password protected. This is supported by Mr. Sumal's inspection report. Mr. **22**, who was not licensed with Biswas, was observed by Mr. Jordan working at a computer with the Dealertrack program open. Mr. **22** was observed by Ms. Mot working at a computer that Mr. **22** had not logged off from. Finally, Mr. Biswas admits that to address "compliance matters" all computers are now enabled with password protection.

81. The evidence indicates that at the time of the July Meeting, Biswas had not safeguarded its records. It was only after the July and August Meetings and the Authority's inspection of Biswas that Mr. Biswas appears to have taken steps to enable password protection on his computers. I find that the evidence supports a finding that the Respondents failed in the course of business to safeguard records in respect of a consumer that were in its possession or control contrary to section 33(2)(h) of the MDAR.

VI. Summary of Findings

82. I find that the following contraventions have been proven on a balance of probabilities:

- (a) Biswas employed or engaged a salesperson, namely **22** **22** who was not licensed under the regulations as a salesperson contrary to section 13.1 of the MDA; and
- (b) Biswas failed to safeguard records in respect of a consumer in its possession or control contrary to paragraph 33(2)(h) of the MDAR.

VII. Compliance Action

83. As noted above, the Authority submits that an administrative penalty in the range of \$65,000 to \$75,000 should be issued to Biswas Automotive Services Ltd. It also seeks a Compliance Order ordering Biswas to reimburse its costs.

84. The Respondents argue that a nominal administrative penalty is appropriate in the circumstances and it opposes any award of costs.

a. Administrative penalty

85. As I have found that Biswas has breached both the MDA and the MDAR, an administrative penalty may be issued pursuant to section 26.04(1)(a) of the MDA. Further, section 26.04(5) of the MDA provides that where a corporation contravenes a prescribed provision of either Act or their regulations, an officer, director or agent of the corporation who authorized, permitted or acquiesced in the contravention is also liable under these sections regardless of whether an administrative penalty is imposed on the corporation.

86. The maximum administrative penalty which can be imposed under the MDA on a corporation is \$100,000: section 26.05(1) MDA. The maximum administrative penalty which can be imposed under the MDA on an individual is \$100,000 if they own and operate a motor dealer or \$50,000 if they do not own and operate a motor dealer: section 26.05 MDA.

87. 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.

88. Section 26.04(2) of the MDA sets out the factors that must be considered prior to an administrative penalty being issued. I will address each individually.

i. Previous enforcement actions for contraventions of a similar nature by the person

89. The Authority does not allege previous enforcement actions in respect of the Respondents.

ii. The gravity and magnitude of the contraventions

90. The Authority submits that the gravity and magnitude of the contraventions are significant and give rise to economic harm to individuals as well as reputational risk to the industry.

91. I have found that the Respondents employed an unlicensed salesperson and failed to safeguard records. Mr. 22 duties do not appear to have involved completing sales with or otherwise interacting with consumers. His role was limited to soliciting or participating in the solicitation of potential sales. In that respect, his unlicensed conduct was at the lower end of the scale in terms of public risk.

92. The failure to safeguard consumer records is a more serious matter. Biswas' computers were not password protected and access was not guarded against what appears to have been a high traffic business location. The evidence indicates that Mr. Biswas appears to have been aware of this yet did nothing about it until confronted by the Authority. He thereafter took what I find to be a very simple fix by enabling password protection on his computers but prior to that, the open nature of his internal systems and failure to safeguard records was a serious matter.

iii. The extent of the harm to others

93. I do not find that the contraventions resulted in harm to others.

iv. Whether the contraventions were repeated or continuous

94. The Authority says that the Respondents' employment of unlicensed salespeople was repeated and continuous given its position that it was not in contravention of the MDA. It is unclear as to the duration of Mr. 22 employment and whether he remains employed by Biswas. As such, any repeated or continuous contravention is of modest duration. As noted above, following the Authority's inspection, Mr. Biswas' evidence is that he enabled password protection on his dealership's computers.

v. Whether the contraventions were deliberate

95. The Authority suggests that the contraventions here were deliberate given the Respondents' refusal to accept accountability for them. As noted above, it appears that Mr. Biswas has taken steps to address the safeguarding of consumer records and it is not clear how long Mr. 22 worked for Mr. Biswas. I find that at most, the contraventions occurred due to a lack of due diligence on the part of the Respondents.

vi. Any economic benefit derived from the contraventions

96. Mr. 22 was paid s. 22(3)(f) per hour for work that should have been done by a licensed salesperson. While there is no evidence before me as to what a licensed salesperson would otherwise be compensated for similar duties, I suspect that it is more than Mr. 22 was being paid as a university student and as such I find that Biswas would have derived some manner of economic benefit from the contravention. There is no evidence of an economic benefit being derived from the failure to safeguard records.

vii. The person's efforts to correct the contravention

97. I note that Mr. Biswas appears to have taken steps to ensure that his dealership is compliant by safeguarding his computer system. While these steps were in response to the Authority's allegations, it is a factor that I must consider. The Authority says that the Respondents have not taken any steps to cease employing unlicensed salespersons although it is not clear whether Mr. 22 remains employed by Mr. Biswas.

viii. Other factors

98. I note from the Inspection Report prepared by Mr. Sumal that Biswas appears to be a lower volume dealer with approximately 10 primarily wholesale sales per month and 25 vehicles on site. The Report further notes that the majority of Biswas' sales are wholesale transactions. The evidence before me seems to indicate that Biswas is a smaller dealer relative to the rest of the industry.

99. 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: Breezy Webster* (April 27, 2018) at paragraph 155, “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.”

100. I note Mr. Wadhera’s suggestion that these proceedings have had an adverse impact on Mr. Biswas’ health. He also suggests that the Authority’s investigation in this matter caused four licensed salespeople to leave Biswas. Neither of these assertions are supported by evidence and I give them no evidentiary weight.

101. In considering the appropriate administrative penalty, I must consider previous Registrar’s decisions for guidance. In *Re: 715 Motor Haus Ltd.*, (November 18, 2025), I found that the owner of a motor dealer had delegated the oversight of its day-to-day business operations to his son who in turn paid little or no attention to the financing side of the business. As a direct result of the lack of oversight, consumer records were accessed, altered and used in 16 fraudulent financing applications in support of approximately \$400,000 in vehicle sales from the dealership that the various purchasers may not have otherwise qualified for. As such, the dealership derived a significant economic benefit from the access while the financing company provided loans that in many cases could not be serviced by the consumers. In some of the cases, loans were defaulted upon and vehicles repossessed by the lender.

102. While I note above that actual access to consumer records is not required to satisfy a contravention of section 33(2)(h) of the MDAR, the impact of the access and the economic benefit derived from the contravention were significant factors that I considered in *715* and a \$65,000 administrative penalty was issued to the motor dealer while a \$25,000 administrative penalty was issued to its owner.

103. I find that the circumstances here are distinguishable from those in *715*. In the present case, while I have found that the contravention occurred, there was no actual harm caused and any economic benefit was modest at best. The evidence does not

support a finding that this was a long-term continuous breach and Mr. Biswas appears to have taken deliberate steps to resolve the matter. I am also conscious of the potential impact that an administrative penalty may have on Biswas based on their monthly sales as described in the Authority's inspection report. I also note that there are two contraventions although the nature of the breach of section 13.1 of the MDA is, as I have indicated, at the low end of the scale given the type of work Mr. 22 was engaged in and his lack of engagement with consumers.

104. Despite the distinguishing factors, it remains that the failure to safeguard consumer records is serious. Given the number of individuals who appear to have frequented Biswas, there was a serious risk of harm that ultimately was resolved by Mr. Biswas.
105. Given all of the circumstances, I find that an appropriate Administrative Penalty to be issued to Biswas Automotive Services Ltd. in this matter is \$30,000.00.
106. Section 26.04(5) of the MDA provides that an officer, director or agent of a corporation who authorized, permitted or acquiesced in a contravention is also liable under this section. Given Mr. Biswas' evidence that he is the president of Biswas and considering his evidence that he hired Mr. 22 and that he was aware of the fact that the computers at Biswas were not password protected, I find that I am authorized under this provision to issue Mr. Biswas an administrative penalty in addition to that issued to the dealership.
107. Having considered all the circumstances in this matter as well as the factors set out in section 26.04(2) of the MDA, I consider it appropriate to issue an administrative penalty to Mr. Biswas. As the president of Biswas, Mr. Biswas was responsible for its operations which includes record management and hiring employees. As such, it was incumbent on him to ensure that he acted in a manner consistent with the MDA and its regulations. The evidence of his actions indicate that he authorized, permitted or acquiesced in the contraventions.
108. I am mindful that the administrative penalty issued to Biswas will have an economic impact on Mr. Biswas given that he is its president. For that reason, I am of the view that an administrative penalty of \$2,500.00 will be issued to Mr. Biswas.

XI. Compliance Order – MDA section 26.02

109. As I have found that the Respondents contravened the MDA and the MDAR, I may issue a Compliance Order under section 26.02 of the MDA to address non-compliance. Section 26.02(4)(d) provides that a Compliance Order may include an order that a person reimburse to the registrar all or part of the actual costs, including actual legal costs, incurred by the registrar for any inspection or investigation of the person. Where a Compliance Order is made against 2 or more persons, all the persons against whom the order is made are jointly and severally responsible for complying with the order including payment of any amount the persons are required to pay: section 26.02(6) MDA.
110. The Authority seeks an order that the Respondents pay 100% of its costs. The Authority has provided an affidavit from its Director of Investigations and Licensing Alan Mullen who deposes that the Authority's costs, which are calculated by its Finance department, total \$3,398.70. The portion attributed to Investigation Costs is \$713.40 and the portion attributed to Legal Fees is \$2,685.30.
111. The Respondents say that the Authority's position is unfounded and procedurally inappropriate and that there is no evidence "to demonstrate that the alleged contraventions caused any actual or administrative burden or unusual expense that would justify reimbursement by the Respondents." The Respondents say that the Authority's proposed costs have not been independently verified and that it is premature to address the issue as there has not been a determination of any contravention on the merits.
112. It is not unreasonable for the Authority to include its claim for costs with its Reply submissions as doing so promotes efficiency and avoids the need for additional submissions following a determination from the full hearing. Notice of the claim for costs was provided to the Respondents who had ample opportunity to respond. I therefore reject the Respondents' argument that it is premature to address the issue.
113. As to the Respondents argument that there was no administrative burden experienced by the Authority, I note that Mr. Wadhera prepared lengthy reply and sur-reply submissions and relied on a significant number of court decisions in support of his arguments, most of which included no referring page or paragraph numbers, some that had incorrect citations and at least one that could not be verified. While it certainly was his right to do present his case as he wished on behalf of his clients, to suggest that the

Authority faced no actual or administrative burden justifying a claim for reimbursement of costs is not a sustainable argument and I reject it.

114. Finally, the legislative scheme in the MDA for the recovery of costs is not akin to an award of costs under the Supreme Court Rules or a review of a lawyer's account under the *Legal Profession Act* ("LPA"). In each of those cases, a judge or registrar has the authority to review the bill of costs or lawyer's bill to ensure that it meets the requirements of the Rules of Court or the LPA. The MDA includes no similar authority to require the Authority to open its files as part of a costs review and as such, I look to the common law for guidance.

115. The decision in *Re: Wild Grizzly Transport Ltd.*, 2018-BCRMD-022 provides guidance in determining the quantum of costs as follows:

[12] The request for costs must be reasonable. The legislative authority to recover actual costs is not a blank cheque to incur any costs. The requested costs should reflect the work necessary to prove the allegations in the case and bring it forward. Considerations would include but are not limited to:

- (a) The complexity of the case and the need for outside expert assistance such as a forensic accountant.
- (b) The depth of the case. Was the investigation over a one-time breach or multiple breaches of the legislation. Did the investigation involve one or multiple consumers/complainants? Did the investigation require reviewing several months or years of transaction/documentary records?
- (c) The number of witnesses interviewed or who testified.
- (d) The amount of documentary evidence necessary to bring the case forward.
- (e) The need to create explanatory material to make sense of and to present the evidence; such as charges, diagrams, and accounting spreadsheets.
- (f) The need for the Registrar to issue interim orders to compel the disclosure of evidence

116. Applying these factors, while the allegations in this matter were straightforward, the volume of material before me was significant. The Respondents advanced a variety of legal arguments in response to the allegations made by the Authority as was their right. Further, the caselaw relied upon by the Respondents was voluminous and included primarily Supreme Court of Canada or other appellate level decisions. Of note, most of the caselaw relied on by the Respondents omitted page and paragraph references and for some, incorrect citations were provided. These shortcomings create various challenges for those seeking to respond to the Respondents' submissions including incurring additional time and expense.
117. The hearing of this matter was by way of written submissions which saved the parties time and resources. The Respondents relied on six witnesses and a variety of documents. For some of those documents, the basis for their introduction and how they were to be interpreted was unclear as they were provided without a covering affidavit. There were no interim orders or explanatory material required.
118. I note that the Authority alleged three contraventions of the MDA and MDAR and two were found to have been proven. The allegation of the breach of section 13.1 of the MDA effectively had three parts to it with one of those parts being proven. While I do not adopt a pro rata approach to a review of costs that is tied to the number of allegations proven, I am of the view that a costs award must take into consideration the outcome following the hearing.
119. Given all of these factors, I order the Respondents to reimburse the Authority's costs in the amount of \$2,500.00. Biswas and Mr. Biswas are jointly and severally responsible for complying with the compliance order including payment of the costs.

XII. Summary of Decision on Penalty

120. In summary, the following compliance action is ordered:
- (a) An administrative penalty in the amount of \$30,000.00 is issued to Biswas Automotive Services Ltd.;
 - (b) An administrative penalty in the amount of \$2,500.00 is issued to Sumit Biswas; and

(c) A Compliance Order is issued pursuant to section 26.02 of the MDA which provides that:

- i. Biswas Automotive Services Ltd. and Sumit Biswas shall comply with the MDA and the regulations made thereunder; and
- ii. Biswas Automotive Services Ltd. and Sumit Biswas shall jointly and severally reimburse the registrar's actual costs, including actual legal costs, in the amount of \$2,500.00.

XIII. Right of Review of Decision

121. 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.

122. 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*.

Signed this 27 day of February, 2026

s. 22(3)(b)

Patrick Poyner
Registrar of Motor Dealers