



Investigation File No.: C-24-11-323  
Hearing File No.: H-25-10-002

**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:

**CHELSEA COUVRETTE and GRAHAM MARSHALL**

CONSUMER COMPLAINANTS

AND:

**640353 BC LTD dba CHILLIWACK MITSUBISHI**

RESPONDENT/MOTOR DEALER

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**DECISION OF THE REGISTRAR OF MOTOR DEALERS**

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**Date and location of decision: May 28, 2026 at Langley, British Columbia**

**By way of written submissions**

**Appearances for:**

The Authority:

Claudia Arrieta – Legal Counsel

The Respondent:

David R. Parker – Legal Counsel

## **I. Introduction**

1. This proceeding arises out of a consumer complaint received by the Authority on November 21, 2024 (“the Complaint”), from Chelsea Couvrette and Graham Marshall (“the Complainants”). The Complaint concerns a consumer transaction in which the Complainants say that Ms. Couvrette purchased a 2024 Mitsubishi Outlander (“the Vehicle”) from 640353 B.C. Ltd. dba Chilliwack Mitsubishi (“the Respondent”) on September 28, 2023.
2. The Respondent is a motor dealer, continuously licensed with the Authority since March 8, 2010 under license number 24358.
3. The Authority and the Respondents have provided, each through legal counsel, written submissions and evidence in support of those submissions. The Complainants have provided written statements which are appended to affidavit evidence submitted by the Authority. 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. As such, I will review the circumstances surrounding the subject transaction in detail, 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 to the Respondent which will be noted and applied where applicable.
5. The Authority relies on the affidavit evidence of Joel Jordan who is an Investigation Officer in its employ. Mr. Jordan has sworn two affidavits which are dated October 1, 2025 (Jordan Affidavit #1) and March 27, 2026 (Jordan Affidavit #2). The Respondents rely on affidavits from the following:
  - (a) Brett Buga – Mr. Buga is a salesperson employed by the Respondent who assisted with the purchase of the Vehicle;

- (b) Kelly Graw – Ms. Graw is a salesperson formerly employed by the Respondent who assisted with the purchase of the Vehicle;
  - (c) Patrisha Kalavritinos – Ms. Kalavritinos is the manager of the Respondent and has sworn two affidavits dated March 17, 2026 (Kalavritinos Affidavit #1) and April 28, 2026 (Kalavritinos Affidavit #2); and
  - (d) Ioannis “John” Kalogeras – Mr. Kalogeras is the owner and corporate director of the Respondent.
6. Attached to Jordan Affidavit #1 is a copy of the Complaint as well as the signed statements from Ms. Couvrette and Mr. Marshall, both dated July 31, 2025. In the Complaint, Ms. Couvrette says that in June 2023 she contacted the Respondent as she wanted to refinance her truck which she had previously purchased from them. After making the appropriate enquiries in July 2023, Mr. Buga says that he advised Ms. Couvrette that she had been approved for financing for the purchase of a new vehicle and he advised her that the new Mitsubishi vehicles were on backorder. Ms. Couvrette says that she attended at the Respondent’s dealership, left her truck there and left in an RVR vehicle owned by the Respondent.
  7. At the end of September 2023, Ms. Couvrette was contacted by Mr. Buga who advised her that the Vehicle had arrived. It is Mr. Buga’s evidence that he asked Ms. Couvrette to attend the dealership and that he began the purchase process but in doing so, he learned that Ms. Couvrette’s previous credit approval had expired as it was more than 90 days old. He says that he spoke with the lender who advised him that due to a change in Ms. Couvrette’s financial situation, re-submitting the application with a co-signer would “strengthen the application.” Mr. Buga says that he also submitted Ms. Couvrette’s financing application to other lenders who declined it.
  8. Mr. Buga says that he advised Ms. Couvrette that her credit approval had been rescinded but if she was able to obtain a co-signer that would strengthen the application. Mr. Buga further states that Ms. Couvrette suggested that Mr. Marshall could do so and he says that he spoke with Mr. Marshall by phone about co-signing the loan. No details of that call, including the date it took place, are provided by Mr. Buga but Mr. Marshall indicates in his statement that he had only one conversation with an unnamed employee of the Respondent in which he agreed to allow it to “run my credit.”

9. Turning to the evidence of Ms. Graw, she too says that she was involved in the sale of the Vehicle and, like Mr. Buga, she also asked Ms. Couvrette whether she had someone who could co-sign for her loan. She says that she was advised by Ms. Couvrette in person that Mr. Marshall had agreed to do so. Ms. Graw says that she then telephoned Mr. Marshall to request his identification and financial information but that he requested that all communication be with Ms. Couvrette.
10. Ms. Graw says that Ms. Couvrette texted her a copy of Mr. Marshall's identification on September 27, 2023. A copy of that text message is attached to Mr. Jordan's affidavit. The next day, Ms. Couvrette requested a copy of her purchase agreement for the Vehicle and that was provided. A copy of the September 28, 2023 purchase agreement ("the Purchase Agreement") is attached to Mr. Jordan's affidavit and is signed by Ms. Couvrette and Ms. Graw. The Purchase Agreement is subject to the Respondent arranging financing on Ms. Couvrette's behalf.
11. On September 29, 2023, Ms. Couvrette provided Ms. Graw with a copy of Mr. Marshall's paystub by text message. Mr. Buga says that with Mr. Marshall's information in hand, he re-submitted the loan application with Mr. Marshall as a co-signor but it was again not approved and Mr. Buga advised Ms. Couvrette of this.
12. On September 29, 2023, Mr. Buga enquired with the lender as to whether Ms. Couvrette's financing application would be approved if Mr. Marshall were the primary loan holder. This was agreed to by the lender and Mr. Buga says that he then asked Ms. Couvrette to attend at the dealership with Mr. Marshall as he "had found a way to make something work." Ms. Graw also says that she scheduled an appointment for Ms. Couvrette and Mr. Marshall to attend the dealership. There is no evidence to indicate that either Ms. Couvrette or Mr. Marshall had instructed Mr. Buga to explore whether financing could be approved with Mr. Marshall as the sole borrower or that a change of ownership of the Vehicle was discussed.
13. Ms. Couvrette says that she spoke with Mr. Buga who told her that he "made it work" and that she could come and pick up the Vehicle and the paperwork the next day. On arriving at the dealership on September 30, 2023, Ms. Couvrette met with Ms. Graw who asked if Mr. Marshall would be attending. Ms. Couvrette advised her that he would not. Ms. Graw advised Ms. Couvrette that only Mr. Marshall was required to sign the purchase documents as the loan was in his name. Ms. Couvrette says in the Complaint that this

caught her off guard and that she advised Mr. Marshall of this by telephone after she picked up the Vehicle.

14. Ms. Graw states that she provided Ms. Couvrette with purchase documents that required Mr. Marshall's signature and which were to be returned to her the next day. The included documents were a National Bank of Canada Conditional Sales Contract ("CSC") and a Purchase Agreement ("Agreement #2") both dated September 30, 2023. Ms. Graw had license plates attached to the Vehicle and Ms. Couvrette drove it from the lot.
15. Ms. Couvrette's evidence differs from that of Ms. Graw. She says in her statement that she delivered only the CSC to Mr. Marshall at his workplace but not Agreement #2 and that Mr. Marshall signed the CSC which Ms. Couvrette delivered to Mr. Buga at the dealership on October 3, 2023.
16. Ms. Graw's evidence is that an appointment was made for October 3, 2023 for both Ms. Couvrette and Mr. Marshall to attend the dealership and to sign the documents. On that day, Ms. Couvrette arrived without Mr. Marshall who was still at work. While waiting for Mr. Marshall to arrive, it is Mr. Buga's evidence that he registered and insured the Vehicle in Ms. Couvrette's name and that he did this after Ms. Couvrette advised him that Mr. Marshall had agreed to finance the purchase as the sole loan holder. Mr. Buga says that Ms. Couvrette then signed the APV9T Transfer form ("APV9T"), the Owner's Certificate of Insurance and Vehicle License and the New Vehicle Information Statement ("NVIS"). I note that each of these documents are dated October 3, 2023 and indicate that the date of sale is also October 3, 2023 and they also name Ms. Couvrette as the sole owner or purchaser of the Vehicle.
17. Ms. Graw says that Mr. Marshall attended at the dealership alone on October 6, 2023 at which time he was assisted by John Ostrom who explained to Mr. Marshall that to secure financing for the Vehicle, he had to be the sole loan holder. Ms. Graw's evidence is that she personally witnessed Mr. Marshall sign the purchase documents which consisted of Agreement #2, the CSC and a third document each of which are dated September 30, 2023.
18. Mr. Kalogeras' evidence is consistent with that of Ms. Graw insofar as he says that he was present at the Respondent dealership on October 6, 2023 and witnessed Mr. Marshall's attendance there. He says that he witnessed Mr. Ostrom and Ms. Graw review the

financing documents and explain the terms of the sale of the Vehicle with Mr. Marshall and he further recalls Mr. Ostrom advising Mr. Marshall that he did not have to proceed with the sale of the Vehicle and that it could be unwound which Mr. Marshall refused.

19. While not included in her affidavit, I note that Jordan Affidavit #1 attaches an email from Ms. Kalavritinos dated May 5, 2025 which provides as follows:

Graham came to the dealership (which I am witness to) and reviewed the documents in full with John Ostrom. John was very specific with the terms and conditions. Graham was very well aware that he was the signer on the loan. He agreed to move forward as can be confirmed in Chelsea's statement. Graham received a copy of all the documents.

20. Jordan Affidavit #1 also attaches an email from Mr. Buga which is dated May 2, 2025 in which he says in part:

As per your questions, we have records of Graham and Chelsea coming to the dealership on multiple occasions.

21. Mr. Jordan also attaches to his affidavit an undated Internal PBS Note Entry ("PBS Note") created by the Respondent and which states:

Graham Marshall came in Oct 6<sup>th</sup> 2023, morning, upset because Brett didn't call him to let him know that he is on the front of the loan for his daughter Chelsea and he did not authorize the loan, I told him Chelsea knew when she picked up the contract for him to sign. I also told we can unwind the deal and have it removed. He said no his daughter needs a vehicle and he will give us 6 months to have the loan moved into her name. I said we can't promise that it is up to the banks and offered again to unwind the deal. He said no, Chelsea needs a vehicle. At the end he asked for Brett to call him and apologise. Brett called and left a msg for him to call back.

22. Finally, included with the Complaint is an email from Ms. Couvrette dated November 25, 2024 and addressed to the Authority in which she states that she intends to add additional documents to her complaint including "a separate bill of sale here which is different from the one I was provided with."

23. Mr. Marshall's evidence runs contrary to that of Ms. Graw and Mr. Kalogeras. He says that he never agreed to be the sole loan holder in respect of the purchase of the Vehicle and that the only document he signed was the CSC which occurred either at his home or at his workplace. He denies signing Agreement #2 and says he has never seen that document. He further denies ever having signed any of the purchase documents at the Respondent's dealership.

24. As will be discussed further below, Mr. Marshall's evidence must be considered in light of his earlier statements made in the course of the Respondent's application for an oral hearing in this matter (*VSA, Couvrette and Marshall v. 640353 BC Ltd dba Chilliwack Mitsubishi*, (February 6, 2026)) that he [REDACTED] at work in September 2024 [REDACTED]  
[REDACTED]  
[REDACTED]

### III. Positions of the Parties

25. The Authority alleges the following contraventions by the Respondent:

(a) Section 3(1)(c) of the *Motor Dealer Act* ("MDA") by carrying on business elsewhere than at or from the person's business premises, specifically by having Mr. Marshall sign the CSC outside of their place of business on or about September 30, 2023;

(b) Section 33(2)(a) of the *Motor Dealer Act Regulation* ("MDAR") for failing to act with honesty and integrity in the course of business, specifically by forging Mr. Marshall's signature in Agreement #2; and

(c) Section 5(1) of the *Business Practices and Consumer Protection Act* ("BPCPA") by engaging in a deceptive act or practice in respect of a consumer transaction by making a representation that uses exaggeration, innuendo or ambiguity about a material fact or that fails to state a material fact if the effect is misleading, specifically, by:

i. Representing Couvrette as the sole purchaser in the first purchase agreement on September 28, 2023;

ii. Representing Marshall as the sole purchaser in the second purchase agreement on September 30, 2023; and

iii. Representing Couvrette as the sole purchaser in the Transfer/Tax Form, Certificate and NVIS on October 3, 2023.

26. In its Amended Response, the Respondent denies each of the Authority's allegations and says that they should be dismissed.

#### **IV. Remedy Sought**

27. The Authority seeks the following:

- (a) Suspension of the Respondent's motor dealer registration;
- (b) In the alternative, administrative penalties in an amount to be determined issued to the Respondent pursuant to section 164 of the BPCPA and section 26.04 of the *Motor Dealer Act* ("MDA"); and
- (c) An order that the Respondent reimburse the Authority its actual costs, including legal costs, incurred in relation to this matter.

28. The Amended Hearing Notice does not seek a consumer remedy. The Parties have indicated that if I find that a contravention or contraventions have been proven and that some manner of penalty or enforcement is appropriate, that separate submissions will be provided.

#### **V. Preliminary issue - Credibility and reliability of Marshall evidence**

29. As referenced above, the Respondent has raised concerns as to the credibility and reliability of Mr. Marshall's evidence, arguing that it should be treated with "great caution" given Mr. Marshall's [REDACTED] in September or October 2024, approximately one year after the subject transaction. More specifically, Mr. Marshall indicated at the Pre-Hearing Conference in this matter [REDACTED] [REDACTED] on details in a lot of aspects."

30. I will first comment on the differing nature of credibility and reliability in the context of the analysis of evidence in a tribunal setting. The BC Court of Appeal provided a useful summary of this in *Ford v. Lin*, 2022 BCCA 179 at para 104 as follows:

[104] Credibility and reliability are not the same thing. Credibility is concerned with a witness's veracity. Reliability is concerned with the accuracy of a witness's testimony; it involves consideration of a witness's ability to accurately observe, recall, and recount the events in issue: *R. v. Khan*, 2015 BCCA 320 at para. 44, 374 B.C.A.C. 262, leave to appeal ref'd [2016] 1 S.C.R. xii; *R. v. H.C.*, 2009 ONCA 56 at para. 41, 241 C.C.C. (3d) 45.

31. The evidence of credible, honest witness still may be unreliable: *R. v. Morrissey*, 1995 CanLII 3498 (ON CA) at pages 16-17.

32. In *Bradshaw v. Stenner*, 2010 BCSC 1398 at para. 186, aff'd 2012 BCCA 296, leave to appeal to SCC ref'd, 35006 (7 March 2013), the Court provided that an assessment of credibility involved the consideration of various factors including:

- a. the ability and opportunity to observe events;
- b. the firmness of his or her memory;
- c. the ability to resist the influence of interest to modify his recollection;
- d. whether the witness' evidence harmonizes with independent evidence that has been accepted;
- e. whether the witness changes his or her testimony during direct and cross-examination;
- f. whether the witness' testimony seems unreasonable, impossible, or unlikely; and
- g. whether a witness has a motive to lie.

33. It is not suggested, and I do not conclude on the evidence, that Mr. Marshall has tailored or changed his evidence or that he has lied. The Respondent instead argues that Mr. Marshall's evidence as it relates to the Authority's allegations of forgery, the documents that he signed and his attendance at the Respondent's dealership is neither credible nor reliable [REDACTED]

34. There is no [REDACTED]  
[REDACTED]  
[REDACTED] This is a factor to be considered in the credibility assessment as set out in *Bradshaw*, *supra*.

35. Turning to the reliability of Mr. Marshall's evidence, by his own admission [REDACTED] [REDACTED] events in issue. This is a factor that I must take into consideration when weighing his evidence in this matter particularly as the events surrounding this issue took place almost three years ago [REDACTED].

## VI. Analysis

### a. *Business Practices and Consumer Protection Act* allegations

36. Section 5(1) of the BPCPA prohibits suppliers from committing or engaging in a deceptive act or practice in respect of a consumer transaction. A deceptive act or practice is defined by section 4(1) of the BPCPA as meaning in relation to a consumer transaction:

(a) an oral, written, visual, descriptive or other representation by a supplier, or

(b) any conduct by a supplier that has the capability, tendency or effect of deceiving or misleading a consumer or guarantor.

37. Section 4(2) of the BPCPA provides that a deceptive act or practice may occur before, during or after the consumer transaction.

38. Section 4(3) of the BPCPA provides various examples of representations by suppliers that are deemed to constitute a deceptive act or practice. However, I am not bound by these examples. Where the evidence supports a finding that a deceptive act or practice as defined in section 4(1) has occurred, a contravention of section 5(1) will follow. Similarly, if I find that a representation made by a supplier falls within one of the examples in section 4(3)(a) or (b), it will follow that a deceptive act or practice has been committed or engaged in.

39. Finally, where a deceptive act or practice is alleged, section 5(2) provides that the burden of proof shifts to the supplier to demonstrate that the deceptive act was not committed or engaged in. However, before the burden shifts, there must be evidence indicating that the deceptive act or practice has been committed: *Crown Auto Body and Auto Sales Ltd. v. Motor Vehicle Sales Authority of British Columbia*, 2014 BCSC 894 (BCSC) at paragraphs 26-27. In other words, a bare allegation is not enough. There must be some evidence that the deceptive act or practice has been committed.

40. Here, the Authority alleges that the Respondent engaged in a deceptive act or practice in respect of a consumer transaction by making three distinct representations that were ambiguous about a material fact, namely, ownership of the Vehicle. The representations include the two different purchase agreements and the ownership documents signed by Ms. Couvrette.
41. The mere creation by the Respondent of two different purchase agreements with different purchasers for the same vehicle is, in my view, some evidence that a deceptive act or practice has been committed and in that respect I find that the burden of proof has shifted to the Respondents to prove that it did not.
42. As the BPCPA provides that a deceptive act or practice may occur in relation to a consumer transaction, my analysis will consider the two consumer transactions in question, that with Ms. Couvrette and with Mr. Marshall.

**i. Consumer transaction with Chelsea Couvrette**

43. The Respondent supplied goods, the Vehicle, to the consumer Ms. Couvrette. Mr. Buga says in his affidavit that when he learned that Ms. Couvrette would not be approved by the lender as the sole loan holder, he advised her that she needed a co-signer “to help strengthen her loan application.” Ms. Couvrette signed the Purchase Agreement on September 28, 2023 and at the September 30, 2023 meeting at the dealership, she was advised that financing had been approved with Mr. Marshall as the sole loan holder. The transfer of ownership, registration and insuring of the Vehicle in Ms. Couvrette’s name was completed by Mr. Buga on October 3, 2023. I am satisfied that the Respondent and Ms. Couvrette were parties to a consumer transaction.
44. Mr. Buga says that he completed the transfer of ownership of the Vehicle to Ms. Couvrette as a “good faith gesture” despite the financing not being approved. While the Respondent argues that the Purchase Agreement was subject to financing, Mr. Buga’s actions nevertheless resulted in ownership of the Vehicle passing to Ms. Couvrette on October 3, 2023.
45. On October 6, 2023, the Respondent entered into Agreement #2 with Mr. Marshall. It is unclear why this was necessary particularly considering the evidence of both Mr. Buga

and Ms. Graw that Mr. Marshall's role was limited to being the sole loan holder. In her affidavit, Ms. Graw says that during that meeting "John Ostrom assisted Mr. Marshall and explained to him that in order to secure financing for the vehicle, he had to be the sole loanholder. He agreed." (emphasis added) Ms. Graw does not comment as to why, in addition to signing the financing documents, Mr. Marshall was also asked to sign Agreement #2 or why a second purchase agreement was necessary at all. I note further that the CSC represents that Mr. Marshall was the purchaser of the Vehicle and it is dated September 30, 2023, two days after Ms. Couvrette signed the Purchase Agreement and six days prior to Agreement #2.

46. The Respondent argues that Ms. Couvrette was not misled with respect to her purchase of the Vehicle and that she understood that Mr. Marshall would be the sole loan holder. While this may be the case, there is no evidence to suggest that Ms. Couvrette was advised by the Respondent that Mr. Marshall would be the sole purchaser of the Vehicle as well. This is reflected in Ms. Couvrette's November 25, 2024 email to the Authority, attached as an exhibit to Mr. Jordan's email, in which she says:

*I have contacted the dealership requesting the signed documents in the file as we were not provided at the time of purchase.*

*There is a separate bill of sale here which is different from the one I was provided with.*

(emphasis added)

47. As noted above, section 4(2) of the BPCPA provides that a deceptive act or practice may occur before, during or after a consumer transaction. I find that the creation of Agreement #2 in which Mr. Marshall is named as the sole purchaser of the Vehicle constitutes a written representation by the Respondent that had the capability, tendency or effect of misleading Ms. Couvrette and that the Respondent therefore committed or engaged in a deceptive act or practice in respect of the consumer transaction with Ms. Couvrette contrary to section 5(1) of the BPCPA. I do not find that the Respondent has met the burden of proving that the deceptive act or practice was not committed or engaged in.

**ii. Consumer transaction with Graham Marshall**

48. The Respondent entered into Agreement #2 with Mr. Marshall on October 6, 2023 after previously selling and transferring ownership of the Vehicle to Ms. Couvrette. This is reflected in the Purchase Agreement, the NVIS and the APV9T, all of which are dated prior to Agreement #2. Notwithstanding the previous sale and transfer of ownership, the Respondent represented itself in Agreement #2 as having the ability to sell the Vehicle to Mr. Marshall. These facts lead me to conclude that Agreement #2 constitutes a consumer transaction between the Respondent and Mr. Marshall.
49. Having found that a consumer transaction occurred, I turn my mind to whether the Respondent has proven that a deceptive act or practice was not committed or engaged in. I again remind myself that section 4(2) of the BPCPA provides that a deceptive act or practice by a supplier may occur before, during or after the consumer transaction.
50. The Respondent says that the fact that two purchase agreements were prepared is immaterial and does not have the tendency of deceiving or misleading a person, referring to the BC Supreme Court decision in *The Consumers' Association of Canada et al. v. Coca-Cola Bottling Company et al*, 2006 BCSC 863. I disagree with this argument. In the context of a consumer transaction, a supplier's representation of its ownership of the goods and ability to supply them to a consumer is not only material to the transaction, but it is also a fundamental aspect of it.
51. Section 4(3)(b)(vi) of the BPCPA provides that a representation by a supplier that uses exaggeration, innuendo or ambiguity about a material fact or that fails to state a material fact, if the effect is misleading, constitutes a deceptive act or practice. Here, prior to entering into Agreement #2 with Mr. Marshall, the Respondent had already sold and transferred ownership of the Vehicle to Ms. Couvrette. That sale and transfer of ownership was a material fact that the Respondent was either ambiguous about or that it failed to state altogether and by entering into Agreement #2 Mr. Marshall was misled. As such, the Respondent has committed or engaged in a deceptive act or practice in respect of the consumer transaction with Mr. Marshall contrary to section 5(1) of the BPCPA. I do not find that the Respondent has met the burden of proving that the deceptive act or practice was not committed or engaged in.

**b. Motor Dealer Act section 3(1)**

52. Section 3(1)(b) of the MDA prohibits a person from carrying on business as a motor dealer elsewhere than at or from the person's business premises. The Respondent's business premises is in Chilliwack BC and the Authority argues that it contravened this provision when it provided the CSC to Ms. Couvrette for the purpose of having Mr. Marshall sign it.
53. There is little dispute that Ms. Graw provided the CSC to Ms. Couvrette. The parties disagree however as to the purpose for doing so. Ms. Couvrette says she was instructed to obtain Mr. Marshall's signature and that he did so at his workplace. Mr. Marshall is unsure whether he signed the CSC at work or at home. Ms. Graw says that when Mr. Marshall failed to attend a September 30, 2023 meeting at the dealership, the CSC was given to Ms. Couvrette for Mr. Marshall's review and that an appointment was scheduled for October 3, 2023 for Ms. Couvrette and Mr. Marshall to attend the dealership and sign the various documents to complete the sale. Ms. Graw and Mr. Buga both say that Ms. Couvrette attended at the dealership on October 3 but Mr. Marshall did not. Ms. Graw says that several appointments were then made that neither Ms. Couvrette nor Mr. Marshall attended and that she personally witnessed Mr. Marshall sign the CSC on October 6, 2023 at the dealership. That meeting was corroborated by Mr. Kalogeras and Ms. Kalavritinos. Given the concerns outlined previously with respect to the reliability of Mr. Marshall's evidence, I prefer that of Ms. Graw, Mr. Kalogeras and Ms. Kalavritinos as to the fact that the meeting with Mr. Marshall occurred at the dealership on October 6, 2023.
54. The Authority refers to the "PBS Note" completed by Mr. Ostrom on October 6, 2023 in support of its position. In it, Mr. Ostrom confirms Mr. Marshall's attendance at the dealership that day and he provides in part as follows, "I told him Chelsea knew when she picked up the contract for him to sign". The Authority argues that I should draw an adverse inference as a result of the Respondent's failure to introduce evidence from Mr. Ostrom rebutting or otherwise explaining the PBS Note.
55. The law relating to the drawing of an adverse inference in civil proceedings was addressed by the BC Court of Appeal in *Gondor v. British Columbia (Attorney General)*, 2025 BCCA 281 as follows:

[69] In summary, the decision to draw an adverse inference, and the nature or degree of any such inference, is part of the fact-finding process, based on a case-specific inquiry into all of the circumstances. It is founded on ordinary logic and experience. Whether an adverse inference may be drawn or the nature or degree of the adverse inference, if drawn, will vary depending amongst other things, on the availability of the witness to both parties, and the explanation offered for not calling a material witness. The adverse inference may be an implied admission of fact that the witness's evidence would be contrary or at least not support the party's case (*Jolivet* at para. 28) to an inference of "unhelpfulness" (*Jolivet* at para. 30). There is a spectrum depending on the circumstances in each case. If the witness is in the "exclusive control" or "peculiar power" of the party, such as in cases where privilege prevents the other side from calling the witness, that may strengthen the basis for drawing an adverse inference (*Jolivet* at para. 27).

56. Turning to the circumstances of this case, the PBS Note was prepared by Mr. Ostrom on October 6, 2023 and refers to an exchange between Ms. Graw and Ms. Couvrette one week earlier. The Respondent has led evidence from Ms. Graw, corroborated by Mr. Buga, as to that exchange. There is no indication that Mr. Ostrom was present or otherwise witnessed the discussion between Ms. Graw and Ms. Couvrette and there is nothing that indicates the basis on which his comment in the PBS Note is made. Having considered these circumstances, I decline to draw an adverse inference as a result of the Respondent's failure to lead evidence from Mr. Ostrom concerning the PBS Note.

57. Returning to the allegation, the Authority says that the PBS Note and Ms. Couvrette's statement supports a finding that Ms. Graw provided the CSC to Ms. Couvrette for her to have signed by Mr. Marshall. However, while both Ms. Graw and Mr. Buga have provided evidence to the contrary, I also note Ms. Graw's evidence that multiple appointments were then made for Ms. Couvrette and Mr. Marshall to attend the dealership culminating with the October 6 meeting where Ms. Graw and others witnessed Mr. Marshall sign the CSC. Had Ms. Graw directed Ms. Couvrette to have Mr. Marshall sign the CSC elsewhere, it is unclear why the October 6 meeting would be necessary. On this basis, I prefer the evidence of Ms. Graw over that of Ms. Couvrette as to the purpose for providing her the CSC.

58. Having considered the evidence, I do not find that the Respondent carried on business as a motor dealer elsewhere than its business premises contrary to section 3(1)(c) of the MDA and I dismiss this allegation.

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

59. The Authority alleges that the Respondent contravened section 33(2)(a) of the MDAR by forging Mr. Marshall's signature on Agreement #2 on September 30, 2023. To prove this allegation, the Authority must first prove that Mr. Marshall's signature on Agreement #2 is a forgery and it must also prove that the Respondent forged the signature.

60. The Respondent argues that the Authority has failed to tender any expert evidence to prove the forgery and it also argues that Ms. Graw personally witnessed Mr. Marshall sign Agreement #2 at the Respondent's dealership.

61. Where the Authority alleges a breach of this nature, it must meet the evidentiary burden of proof: *Beigi v. FMS Medical Systems Ltd.*, 2025 BCSC 1663 at paragraph 143. As to the standard of proof, the following comments in *Lloyd Investments Ltd. v. Wang*, 2023 BCSC 303 are instructive:

[24] Most recently, in *British Columbia (Director of Civil Forfeiture) v. Angel Acres Recreation and Festival Property Ltd.*, 2013 BCCA 70, the Court reminded us at paras. 162 to 164 of the decision of the Supreme Court of Canada in *F.H. v. McDougal*, 2008 SCC 53. In that decision the Court "put to rest any debate that a heightened standard of proof applies in civil cases involving criminal or morally blameworthy conduct". The level of scrutiny applied by the finder of fact "does not change with the seriousness of the case". However, the quality of the evidence required to meet the balance of probabilities standard "will depend upon the nature of the claim and of the evidence" adduced.

62. I next turn to a discussion of the evidence. In *Wong v. Jang* 2015 BCSC 1540, the court stated that "If a party alleges a signature is a forgery, expert evidence is required: *Jassar v. Kim* 2009 BCSC 782 at para.16." The court in *Wong* expanded on this at paragraph 51:

[51] More importantly, however, no expert evidence was led to establish a signature was a forgery. Expert evidence must be led, especially where, as here, the writing is so similar. The court is not in a position to come to such a conclusion, especially in the context of evidence that reflects Ms. Pham's extensive history and dealings with Mr. Jang and his corporate activities. As in *Jassar*, I find Ms. Pham's denials that she signed the contracts improbable.

63. Despite the reasoning in *Wong, supra*, the courts in British Columbia and Ontario have more recently taken a broader approach where forgery is alleged in the absence of expert evidence. For example, in *Somerville National Leasing and Rentals Ltd. v. Vassileva*, 2019 ONSC 2693, the plaintiff sought payment from the defendant for monies owed on a vehicle lease. The defendant denied that she signed the lease and suggested that her former common law partner forged her signature. The court provided the following analysis:

[11] The following legal principles apply in determining whether the defendant signed the Lease:

- "... [T]here is only one civil standard of proof at common law and that is proof on a balance of probabilities. Of course, context is all important and a judge should not be unmindful, where appropriate, of inherent probabilities or improbabilities or the seriousness of the allegations or consequences. However, these considerations do not change the standard of proof.": *C. (R.) v. McDougall*, 2008 SCC 53, para. 40. Thus, where it is alleged that the defendant's signature on an instrument has been forged, the plaintiff must prove on the balance of probabilities that the defendant signed the instrument;
- A signature on an unattested document may be proved by:
  - o The writer;
  - o A witness who saw the document being signed;
  - o An admission of the party against whom the document is tendered;
  - o A witness who has a general knowledge of the writing of the person whose signature or handwriting is sought to be proved;
  - o A comparison of the disputed document with other documents proved to the satisfaction of the judge to be genuine: *R. v. Abdi*, 1997 CanLII 4448 (ON CA), [1997] O.J. No. 2651 (C.A.), paras. 22-25; *Batt v. Hilscher*, (1994), 1994 CanLII 9240 (AB QB), 19 Alta. L.R. (3d) 144, paras. 19-20;
  - o Expert evidence pursuant to section 57 of the Evidence Act, R.S.O. 1990, chap. E.23, s. 57;

- o Judicial notice of official signatures; and
- o Where a purported signature is deemed by statute to be the actual signature.

See Sopinka, Lederman & Bryant, *The Law of Evidence in Canada*, Fourth Edition, LexisNexis Canada Inc., 2014, para. 18.114.

64. Further, in *Levington v. Benson*, 2022 BCSC 2171, the court found at paragraph 53 that where forgery was alleged, in the absence of expert evidence, the trier of fact was able to undertake a handwriting comparison by “comparing disputed handwriting with admitted or proved handwriting in documents which are properly in evidence and drawing available inferences: *Abdi*, at paras. 22, 23 and 25.”
65. Here, the Authority has not led expert evidence in support of its argument that Mr. Marshall’s signature on Agreement #2 was forged. Rather, it relies primarily on Mr. Marshall’s July 31, 2025 statement in which he denies signing or having ever seen Agreement #2 and also by comparing Mr. Marshall’s signature on different documents in evidence.
66. Turning to the evidence, I note that Jordan Affidavit #1 includes a number of records that bear Mr. Marshall’s signature. These include records created prior and subsequent to his [REDACTED]. For example, I have reviewed and compared Mr. Marshall’s signature on the CSC and the Consent to Use of Personal Information (“the CUP”) forms, both of which are dated September 30, 2023, the July 31, 2025 statement, his BC Driver’s License which was issued September 28, 2019 as well as Agreement #2.
67. Mr. Marshall admits to having signed the CSC and I consider the signature on the July 31 statement and the BC Driver’s License to be authentic. The signature on the CSC, the BC Driver’s License and the statement are somewhat similar. However, the signature on Agreement #2 is distinctly different from and bears little, if any resemblance to those signatures.
68. Despite what appear to be dissimilarities in the various signatures, I must also consider Ms. Graw’s sworn evidence that she personally witnessed Mr. Marshall sign Agreement #2, the CSC and the CPI on October 6, 2023 at the Respondent’s dealership. Mr. Marshall says in his statement that this meeting did not occur but Ms. Graw’s evidence is supported by that of Mr. Kalogeras who says he witnessed Mr. Marshall attend the dealership and

meet with Ms. Graw and Mr. Ostrom. Further, Ms. Kalavritinos states in her May 5, 2025 email to Mr. Jordan that she personally met Mr. Marshall on October 6, 2023 and Mr. Ostrom prepared the PBS Note that confirms the meeting. Given the concerns that I have previously identified with respect to the reliability of Mr. Marshall's evidence, I prefer the evidence of Ms. Graw over that of Mr. Marshall as to the occurrence of the October 6, 2023 meeting and her observations concerning Mr. Marshall's signing of Agreement #2.

69. Having considered the various comparable signatures and the evidence of Mr. Marshall, Ms. Graw, Mr. Kalogeras and Ms. Kalavritinos, I am unable to find that the Authority has proven on a balance of probabilities that Mr. Marshall's signature on Agreement #2 was forged. It is therefore not necessary for me to decide whether the Respondent forged the signature although if I had found that the signature was forged, I would have found there to be insufficient evidence to prove on a balance of probabilities that the Respondent was responsible. I dismiss this allegation.

## **VII. Summary of Findings**

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

(a) The Respondent committed or engaged in a deceptive act or practice in respect of the consumer transaction with Chelsea Couvrette contrary to section 5(1) of the BPCPA; and

(b) The Respondent committed or engaged in a deceptive act or practice in respect of the consumer transaction with Graham Marshall contrary to section 5(1) of the BPCPA.

## **VIII. Compliance Action**

71. In the Amended Hearing Notice, the Authority seeks a suspension of the Respondent's motor dealer registration or in the alternative administrative penalties pursuant to section 26.04 of the MDA and section 164 of the BPCPA. It also seeks reimbursement of its actual costs, including actual legal costs, pursuant to section 26.02(4) of the MDA and section 155(4) of the BPCPA.

72. The parties have requested the opportunity to provide further written submissions concerning penalty or enforcement in the event that I found that a contravention had

occurred. As I have found two contraventions of the BPCPA, I will adjourn this matter to allow for those submissions to be prepared. I direct the parties to prepare a schedule for the exchange of submissions and to provide that to the VSA Hearings Office within ten (10) days of receipt of this decision.

73. This decision may be reconsidered pursuant to sections 181 and 182 of the BPCPA. A Request for Reconsideration must be submitted in writing within 30 days of receiving the decision. The request may be filed electronically to [hearings@vsabc.ca](mailto:hearings@vsabc.ca) or by mail to the Authority.

74. 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 28 day of May 2026

"Original signed"



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Patrick Poyner  
Registrar of Motor Dealers