



Investigation File No.: C-26-05-406
Hearing File No.: H-26-06-002

**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:

SANDIE RAINCOCK

CONSUMER COMPLAINANT

AND:

NATHANIEL BRUCE

RESPONDENT/SALESPERSON

DECISION OF THE REGISTRAR OF MOTOR DEALERS

Date and location of decision: **October 2, 2026, at Langley, British Columbia**

By way of written submissions

Appearances for:

The Authority: Claudia Arrieta – Legal Counsel

The Consumer Complainant: No appearance

The Respondent/Salesperson: No appearance

I. Introduction

1. This proceeding arises out of a consumer complaint received by the Authority on May 15, 2025 (“the Complaint”) from Sandie Raincock (“the Complainant”). The Complaint relates to the refinancing of the Complainant’s motor vehicle loan by the Respondent Nathaniel Bruce.
2. Mr. Bruce was at all material times a salesperson first licensed by the Authority on November 12, 2019 under license number 213025. He was employed as a Finance Manger with Legacy Auto Sales dba Legacy Auto Group (“Legacy”) between March 2024 and October 2025. The expiration date for Mr. Bruce’s license is November 12, 2026. Legacy is not a named Respondent in this matter.
3. The Authority issued a Hearing Notice in this matter on June 9, 2026. It was amended on June 29, 2026. In the Amended Hearing Notice (“AHN”), the Authority alleges the following contraventions by Mr. Bruce:
 - a. Committing or engaging in a deceptive act or practice contrary to section 5(1) of the *Business Practices and Consumer Protection Act* (“BPCPA”) by making representations that had the capacity, tendency or effect of deceiving a consumer, or alternatively committing or engaging in a deceptive act or practice during a consumer transaction by using exaggeration, innuendo or ambiguity about a material fact, or by failing to state a material fact, where the effect is misleading.
 - b. Committing or engaging in an unconscionable act contrary to section 9(1) of the BPCPA in respect of a consumer transaction by taking advantage of Ms. Raincock’s inability or incapacity to reasonably protect her own interests because of her inability to understand the character, nature, or language of the consumer transaction.
 - c. Failing to act with honesty and integrity in the course of business contrary to section 33(2)(a) of the MDAR as follows:
 - i. by making inaccurate representations to Ms. Raincock and to the lender; and
 - ii. by failing to comply with the conditions imposed on his license.

II. Procedural Background

4. In an affidavit sworn June 29, 2026, Authority Licensing Officer Juwll Ireland deposes that on June 16, 2026 she received an email from Mr. Bruce in which he advised that he had moved to a different country, that he was leaving the vehicle sales industry and that he was surrendering his salesperson license. A copy of that email is attached to Ms. Ireland's affidavit. There is no evidence to suggest that Mr. Bruce's license has been revoked under the *Salesperson Licensing Regulation* ("SLR").
5. On July 22, 2026 counsel for the Authority wrote to the VSA Hearings Office by email, with a copy to Ms. Raincock and Mr. Bruce, to advise that the AHN had been served on them pursuant to Rule 22(2)(b) of the Registrar's Rules with service effective on July 21, 2026. The Authority's email included a schedule for written submissions in this matter.
6. The Authority provided its submissions pursuant to the aforementioned schedule on July 24, 2026. Neither Ms. Raincock nor Mr. Bruce have provided submissions in this matter.
7. I am satisfied that both Ms. Raincock and Mr. Bruce were properly served with the AHN and as such this matter will proceed without their participation, subject to the consideration of Ms. Raincock's affidavit evidence which was submitted with the AHN and as will be discussed in further detail below.

III. Background Facts

8. This is a written hearing. As noted previously, Mr. Bruce has elected not to participate in this matter, and he has not provided submissions or affidavit evidence in response to the allegations against him in the AHN. While Ms. Raincock has not provided submissions, her affidavit sworn June 9, 2026 ("Raincock Affidavit") was provided with the initial Hearing Notice.
9. The Authority has provided written submissions and relies on the following affidavit evidence:
 - a. Joel Jordan Affidavit #1 sworn June 9, 2026 ("Jordan Affidavit #1");
 - b. Juwll Ireland Affidavit #1 sworn June 29, 2026 ("Ireland Affidavit");
 - c. Tim Gallo Affidavit sworn July 24, 2026 ("Gallo Affidavit"); and

d. Joel Jordan Affidavit #3 sworn July 24, 2026 (“Jordan Affidavit #3”).

10. 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. Despite Mr. Bruce’s lack of participation, the burden of proof remains with the Authority, and Ms. Raincock as to the consumer remedy sought and proof of damages and loss, subject to any statutory shift to Mr. Bruce which will be noted and applied where applicable.

a. Sandie Raincock

11. Ms. Raincock deposes that on March 2, 2023, she purchased a 2021 Chevrolet Equinox (“Equinox”) from a motor dealer in West Kelowna, BC. An undated purchase agreement attached to Ms. Raincock’s affidavit indicates that the purchase price for the Equinox was \$42,613.19 inclusive of fees and taxes. Ms. Raincock’s daughter is included as a co-purchaser on the purchase agreement. The agreement indicates that this was a financed purchase.

12. In November 2024, Ms. Raincock sought to trade in the Equinox for another vehicle and she contacted Legacy, a motor dealer located in Surrey, BC. Ms. Raincock identified Mr. Bruce as the salesperson and finance manager at Legacy who assisted her.

13. Mr. Bruce advised Ms. Raincock that she was not eligible to trade in the Equinox due to its negative equity, meaning that the balance owing on its original purchase loan, \$36,261.30, exceeded its value at that time. As an alternative, Mr. Bruce offered to seek refinancing of the loan to obtain a lower interest rate as well as an amount of cash back that would be provided to Ms. Raincock’s daughter.

14. On November 14, 2024, Mr. Bruce prepared a purchase agreement (“the Agreement”) which provided that Ms. Raincock would purchase the Equinox from Legacy for \$48,657.75. A copy of the Agreement is attached to Ms. Raincock’s affidavit and indicates that the Equinox’s sale price was \$45,500.00 which I note exceeds its original total purchase price from 2023. The Agreement also includes a documentation fee of \$1,595.00, a service fee of \$1,495.00 and a lien registration fee of \$67.75 (collectively “the Additional Fees”) for a total of \$3,157.75. After signing the Agreement Ms. Raincock’s daughter received cashback in the amount of \$7,000.00. The cash back amount is not

documented on the Agreement. There is no evidence to indicate that title to the Equinox had ever been transferred to Legacy prior to the creation of the Agreement.

15. At the time she signed the Agreement, Ms. Raincock says that she was not advised by Mr. Bruce why she was required to pay the Additional Fees and she did not understand why she was charged the Additional Fees.
16. Included with Ms. Raincock's affidavit is a Canadian Imperial Bank of Commerce ("CIBC") Conditional Sales Contract ("CSC") dated November 14, 2024. It bears both Mr. Bruce's and Ms. Raincock's signatures and describes Legacy as the seller and Ms. Raincock as the buyer of the Equinox. The Principal Amount of the financing is \$48,657.75 which matches the total sale price in the Agreement.
17. The CSC includes a section in which the cost of financing is calculated. Included in the calculations is a trade-in allowance for a 2019 Chevrolet Traverse ("the Traverse"). While no value is attributed to that vehicle as part of the cost calculation, the CSC indicates that a lien of \$36,000.00 applies to the Traverse "to be satisfied by us." Ms. Raincock deposes that the CSC is not accurate in that respect as she did not trade in a vehicle nor did she purchase a vehicle from Legacy as she already owned the Equinox. It was her understanding that the purpose of the subject transaction was to simply refinance the Equinox.
18. Ms. Raincock deposes that as a result of the refinancing, she owed CIBC an additional \$12,396.45. From that amount \$7,000.00 was given to her daughter as cash back and the Additional Fees were also paid, assumedly to Legacy, pursuant to the Agreement. This left \$2,238.70 unaccounted for. Ms. Raincock does not know what happened to this amount, who it was paid to or what it was paid for.

b. The Authority

19. Joel Jordan is an Investigation Officer employed by the Authority. In Jordan Affidavit #1 he deposes that a copy of the Complaint was provided to Legacy on October 2, 2025. Mr. Bruce responded by email on October 8, 2025 and advised that as the transaction with Ms. Raincock was a refinancing arrangement and not a vehicle sale, "this matter falls outside the VSA's purview."

20. Included with Jordan Affidavit #1 are a number of documents obtained from different sources. These include documents from Ms. Raincock that accompanied the Complaint, from CIBC in response to a Production Order and from the Authority itself.
21. Documents received from Ms. Raincock include a "Delivery Checklist/Due Bill" dated November 14, 2024 and signed by Mr. Bruce and Ms. Raincock which states in part "\$7,000 cashback incl.". A document titled "Understood Received Documents" dated the same day and also signed by Mr. Bruce and Ms. Raincock has a list of checkboxes, all of which are checked "yes". These include confirmation from Ms. Raincock that she understands the vehicle price, the term of the loan, the interest rate, her payment, and the trade value. It also acknowledges that "the trade value is less than my lien amount."
22. Ms. Raincock also provided records that indicate that the balance owing to a lender in respect of the original purchase of a different vehicle, a Nissan Rogue, was \$37,349.36. However, Ms. Raincock denies ever having owned a Nissan Rogue.
23. Following a request by the Authority, I issued a Production Order to CIBC on December 3, 2025 which required it to produce certain documents to the Authority. These included a CIBC Application for Personal Credit signed by Ms. Raincock, the Agreement, the CSC, Ms. Raincock's banking information and a "Payout Quote Results" document which indicates that the total amount required to pay off the balance of the financing for the Equinox was \$36,261.30.
24. Also included in the CIBC documents are its internal customer service representative's notes related to Ms. Raincock's loan application. In the October 7 entry the following note is included: "trade in unit yes/no: 36k."
25. Finally, Mr. Jordan has attached to his affidavit a copy of a November 15, 2024 "Deal Summary". There is no indication as to the source of this document. This document mirrors the Agreement insofar as it includes the sale price for the Equinox as well as a \$1,595.00 "Prep Fee" and a \$1,495.00 "Service Fee" along with a \$67.75 "PPSA" fee. The individual amounts of these three fees match those that make up the Additional Fees in the Agreement.
26. The Deal Summary also includes three additional categories – Vehicle Gross, F&I or Finance Gross and Deal Gross. The total Vehicle Gross is \$3,833.70 and its calculation

includes the Prep Fee and the \$7,000.00 cash back amount. The total F&I Gross is \$2,339.63 and includes the \$1,495 Service Fee and a Dealer Reserve of \$844.63. The total Vehicle Gross and F&I Gross combine to make up the Deal Gross "Net Deal" of \$6,173.33 from which no commissions are deducted.

27. The bottom of the deal summary includes Mr. Bruce's first name and a number of other categories including Commissions, all of which total zero. Mr. Jordan states that the \$6,173.33 deal gross "went to Mr. Bruce" although it is unclear on what basis this statement is made.
28. In addition to investigating the Complaint, Mr. Jordan deposes that the Authority imposed conditions on Mr. Bruce's salesperson license on March 11, 2026. These conditions included a prohibition against Mr. Bruce being employed in any motor dealer's Finance Office and a similar prohibition against acting as a loan broker as defined in the BPCPA or otherwise acting on behalf of consumers to obtain financing in respect of a vehicle purchase. Mr. Bruce sought reconsideration of the imposition of the conditions and in reasons dated April 9, 2026 I dismissed that application.
29. Mr. Jordan deposes that on May 27, 2026, he attended at Loughheed Hyundai, a licensed motor dealer, and met with its principal Howard Chiang. At Mr. Jordan's request, Mr. Chiang logged into the dealership's Dealertrack portal which is a software program that provides dealer access to a network of lenders, allowing them to offer financing options to consumers. A financing application may be submitted through Dealertrack to multiple lenders in respect of the same vehicle purchase to ensure that the customer obtains the best possible financing option.
30. Upon logging into Dealertrack, Mr. Jordan observed 15 financing application entries created and modified by Mr. Bruce during the month of May 2026. A photo of the computer screen is attached as an exhibit to Mr. Jordan's affidavit and shows that of the 15 applications, five are noted as having been "Booked" meaning that the application was approved and funding forwarded to the dealer. The search criteria on the screen indicates that all 15 applications are assigned to and created by Mr. Bruce.
31. In his third affidavit, Mr. Jordan deposes that on June 16, 2026, the Authority received a completed Employment Authorization form Loughheed Hyundai which indicated that Mr.

Bruce commenced employment there on October 27, 2025 and ended his employment on June 16, 2026. The form provides that Mr. Bruce's primary role at Loughheed Hyundai was "Business Office."

IV. Preliminary Issue – Jurisdiction to Proceed with Hearing

32. As noted above, subsequent to the Hearing Notice being issued by the Authority, Mr. Bruce indicated that he intended to surrender his salesperson license. While section 7 of the SLR authorizes the Authority to revoke a license where a salesperson provides notice that they have ceased to act as a salesperson, there is no evidence to suggest that such a revocation has occurred. The allegations against Mr. Bruce arise out of conduct that occurred while he was licensed as a salesperson. As his license has not been revoked and as it does not expire until November 12, 2026, I find that I have jurisdiction to continue this matter despite Mr. Bruce electing not to participate.

V. Positions of the Parties

a. The Authority

33. As noted above, the Authority alleges that Mr. Bruce has contravened section 33(2)(a) of the MDAR as well as sections 5(1) and 9(1) of the BPCPA.

34. The Authority seeks cancellation of Mr. Bruce's salesperson license and a prohibition against re-applying for a salesperson license for a period of between five and ten years duration. It also seeks an order that Mr. Bruce reimburse its costs.

b. Sandie Raincock

35. In the AHN, the Authority seeks an order that Mr. Bruce reimburse Ms. Raincock money pursuant to section 26.02(4)(a) of the *Motor Dealer Act* ("MDA") and/or section 155(4)(a) of the BPCPA. The AHN does not set out the specific amount of reimbursement sought.

36. Despite being provided with an opportunity to make submissions, Ms. Raincock did not do so. In her affidavit, she says that "\$2,238.70 are not accounted for the [sic] in the Purchase Agreement and I do not understand where that money went."

c. Nathaniel Bruce

37. As noted previously, Mr. Bruce has elected not to participate in this hearing. His only comment in respect of the allegations is included in an October 8, 2025 email sent to the Authority and attached to Jordan Affidavit #1 in which he says that the Authority's jurisdiction does not extend to refinancing transactions and as such the allegations exceed the Authority's purview.

VI. Analysis

a. BPCPA allegations – consumer transaction

38. The Authority alleges two distinct contraventions of the BPCPA by Mr. Bruce. It says that he committed or engaged in a deceptive act or practice in respect of a consumer transaction contrary to section 5(1) and that he also committed or engaged in an unconscionable act or practice in respect of a consumer transaction contrary to section 9(1) of the BPCPA.

39. This case did not involve the sale of a vehicle by Mr. Bruce to Ms. Raincock. The Equinox was at all material times owned by Ms. Raincock and there is no evidence to suggest otherwise. The allegations against Mr. Bruce in respect of the BPCPA are in relation to his actions in the course of the refinancing of the Equinox on Ms. Raincock's behalf.

40. I must first address the question of whether a consumer transaction occurred. If there was not, that ends the matter as there can be no contravention of either section 5 or section 9 of the BPCPA without one.

41. The BPCPA defines a consumer transaction as follows:

- (a) A supply of goods or services or real property by a supplier to a consumer for purposes that are primarily personal, family, or household, or
- (b) A solicitation, offer, advertisement or promotion by a supplier with respect to a transaction referred to in paragraph (a).

42. Further, the BPCPA defines "supplier" as a person who, in the course of business, participates in a consumer transaction by supplying goods or services to a consumer.

43. Mr. Bruce prepared the Agreement which formed the basis for the CSC and the resulting vehicle loan by CIBC. As Legacy's Finance Manager, Mr. Bruce was responsible for assisting Ms. Raincock in the refinancing of the existing vehicle loan. The CSC bears his signature. In the Complaint, Ms. Raincock indicates that the Equinox was used primarily for personal reasons. On this basis, I find that a consumer transaction occurred. Mr. Bruce supplied services to Ms. Raincock for purposes that were primarily personal, family or household.

b. BPCPA section 5(1) – Deceptive acts or practices

44. 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.

45. 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.

46. 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.

47. Here, the Authority alleges in the AHN that Mr. Bruce engaged in numerous deceptive acts or practices in respect of a consumer transaction. I paraphrase those as follows:

- a. By misrepresenting to CIBC in the CSC that Ms. Raincock was trading in a 2019 Chevrolet Traverse;
- b. By misrepresenting to CIBC in the CSC that Ms. Raincock was purchasing the Equinox when in fact she was not;
- c. By failing to disclose to CIBC that the total purchase price included an additional \$7,000.00 in cashback; and
- d. By failing to account for the balance of the re-financing funds, namely \$2,238.70, in the Agreement and by further failing to explain the nature of this amount to Ms. Raincock.

48. Having considered the evidence of Ms. Raincock and Mr. Jordan, I am of the view that there is some evidence indicating that a deceptive act or practice has been committed as described above thereby shifting the burden of proof to Mr. Bruce. While Mr. Bruce has elected not to participate in this matter, this does not relieve the Authority from providing the facts alleged. It simply deprives Mr. Bruce of the opportunity to discharge the reverse onus created by section 5(2).

i. Misrepresentations in respect of CIBC and Ms. Raincock

49. The Authority has alleged three distinct misrepresentations attributable to Mr. Bruce that were made to CIBC that it says constitute deceptive acts or practices. First, the CSC indicates that the Equinox was purchased by Ms. Raincock from Legacy. I find that there is no evidence that ever occurred. The Agreement was a fiction, created by Mr. Bruce as a means by which to support the financing application. There is no evidence that title to the Equinox ever passed to Legacy. Second, the CSC indicates that Ms. Raincock traded in a 2019 Chevrolet Traverse as part of her purchase of the Equinox although that trade-in had no attributed value that formed part of the purchase amount or the financing amount. I again find that this was a misrepresentation. Ms. Raincock says there was no trade-in and there is no evidence to suggest otherwise. Finally, while the Total Price of Goods in the CSC reflects the total balance due in the Agreement, that amount includes an additional \$7,000.00 in cash back which was not reflected in the Agreement. In that respect the total price of the Equinox was misrepresented by Mr. Bruce to CIBC.

50. For the reasons stated above, I find that Mr. Bruce engaged or committed a deceptive act or practice in respect of a consumer transaction contrary to section 5(1) of the BPCPA by

misrepresenting to CIBC that Ms. Raincock was purchasing the Equinox, by misrepresenting that Ms. Raincock was trading in a 2019 Chevrolet Traverse and by misrepresenting the total price of the Equinox by adding \$7,000.00 cash back to it.

51. The final alleged deceptive act relates to the distribution of the financing funds. Here, Mr. Bruce prepared the Agreement which indicates a balance of \$48,657.75 being due. This is the amount financed by CIBC which is made up of the retail price of the Equinox and the Additional fees. The retail price, \$45,500.00, was a fiction as there was no purchase and the total had built into it an additional \$7,000.00 as cash back for the benefit of Ms. Raincock's daughter. She was aware of this. It also had built into it \$36,261.30, the amount required to pay the balance of the original loan. After payment of the original loan balance, the cash back and the Additional Fees, this left \$2,238.70 unaccounted for.

52. While Ms. Raincock knew that the cash back amount was included in the transaction and while she knew what the Additional Fees amounted to, she did not know, or at the very least was not made aware of the what the remaining \$2,238.70 was intended to pay or who it was paid to. There is no specific fee or additional charge on the Agreement that this amount refers to and there is no evidence to reflect how the financing funds were distributed by Legacy.

53. The Authority argues that the undisclosed \$2,238.70 was a material fact which Mr. Bruce failed to include in the Agreement and which he failed to disclose to Ms. Raincock. As noted in *Sutherland v. Electronic Arts Inc.*, 2023 BCSC 372 (CanLII):

[74] A deceptive act or practice is broadly defined to include representations or conduct which has the "capability, tendency or effect of deceiving or misleading a consumer". A positive statement is not required. An omission or non-disclosure of a material fact is sufficient to constitute a representation: *Stanway v. Wyeth Canada Inc.*, 2012 BCCA 260.

54. I addressed what constituted a material fact in the context of a vehicle sale in *Re: 1079259 BC Ltd dba Tricity Mitsubishi and Carter* (December 9, 2025, H-25-0-005) at paragraph 71 as follows:

71. A material fact is a detail that influences a person's decision to purchase a vehicle. If, for example, it is alleged that a motor dealer made a representation that constituted an exaggeration of the material fact or failed to state the material fact altogether, the material

fact must be identified and it must be shown that the buyer was misled by the exaggeration or the failure to state.

55. The price of a vehicle is plainly a material fact. It is a fundamental consideration for any consumer deciding whether to proceed with a purchase. In the context of refinancing a vehicle loan, the same is true of the key financing terms, including the amount financed, the interest rate, and the frequency and amount of the payments. These are facts that a reasonable consumer would consider material in assessing whether to enter into the transaction and on what terms.

56. I find that Mr. Bruce prepared the Agreement and attributed to the Equinox a value that was not reflective of the actual transaction. That value formed the basis upon which the CIBC financing was obtained. The evidence establishes that the financed amount included an additional \$2,238.70 that was not accounted for by Mr. Bruce. No disclosure of that amount was made to Ms. Raincock, nor did Mr. Bruce provide any explanation for its inclusion in the financing.

57. I find that the undisclosed amount constituted a material fact. The total amount financed, and the components comprising that amount, are matters that a reasonable consumer would consider material in deciding whether to enter into a financing transaction and on what terms. By failing to disclose and explain the inclusion of the additional \$2,238.70, Mr. Bruce withheld and failed to disclose a material fact and thereby misled Ms. Raincock.

58. Accordingly, I find that Mr. Bruce engaged in a deceptive act or practice in respect of a consumer transaction, contrary to s. 5(1) of the BPCPA.

c. BPCPA section 9(1) – Unconscionable act or practice

59. The Authority alleges that the Respondent contravened s. 9(1) of the BPCPA which prohibits a supplier from committing or engaging in an unconscionable act or practice in respect of a consumer transaction. The prohibition is to be read in conjunction with s. 8 of the BPCPA, which identifies a non-exhaustive list of factors that may constitute or indicate an unconscionable act or practice.

60. Where it is alleged that a supplier committed or engaged in an unconscionable act or practice, the burden of proof shifts to the supplier to prove that it did not: section 9(2) BPCPA. However, in deciding whether the unconscionable act or practice did in fact occur,

I must consider all of the surrounding circumstances that Mr. Bruce knew or ought to have known (section 8(2) BPCPA) and consider the various factors set out in section 8(3) of the BPCPA.

61. As noted previously, I have found that Mr. Bruce and Ms. Raincock engaged in a consumer transaction insofar as Mr. Bruce provided refinancing services in relation to the Equinox loan.
62. As noted by the Registrar in *Re: Tibbo*, (File 20-08-001, October 16, 2020), assessing whether a consumer transaction was unconscionable requires consideration of the entire transaction bearing in mind the factors as set out in section 8(3) of the BPCPA. As noted in *Tibbo*, “unconscionability is concerned with a commercially immoral conduct such that it should not be binding on the consumer.”
63. Here, Ms. Raincock’s evidence is that she was taken advantage of by Mr. Bruce because she had little knowledge of motor vehicle transactions and because she was not a financial advisor. I note however that Ms. Raincock purchased the Equinox less than two years prior to the consumer transaction that forms the basis for this matter. I also note that in that purchase, the total purchase price included taxes and fees. A credit application form dated November 14, 2024 and attached to Jordan Affidavit #1 indicates that Ms. Raincock was at that time employed as a supervisor with a contracting company. Lastly, in the “Understood Received Documents” form, Ms. Raincock confirmed that she understands the vehicle price, the term of the loan, the interest rate, her payment, and the trade value. The evidence does not support the argument by Ms. Raincock that she was taken advantage of or otherwise did not understand the transaction.
64. I have also considered the various factors in section 8(3) of the BPCPA. There is no evidence of undue pressure being placed on Ms. Raincock by Mr. Bruce and there is similarly no evidence that Ms. Raincock was unable to protect her own interests or lacked the capacity to do so.
65. Having considered all of the circumstances, I do not find that the consumer transaction in this case between Mr. Bruce and Ms. Raincock was commercially immoral and I do not find that Mr. Bruce committed or engaged in an unconscionable act or practice and I dismiss this allegation.

d. Motor Dealer Act Regulation section 33(2)(a)

66. Section 33(2) of the MDAR sets out the requirements that a licensee or registrant must adhere to while acting in the course of business and specifically requires that a registrant or licensee act with honesty and integrity.
67. The Authority alleges that Mr. Bruce committed two separate contraventions of section 33(2)(a). First, by failing to abide by the conditions on his license and second, by making inaccurate representations to Ms. Raincock and to CIBC.
68. I have already determined that Mr. Bruce misrepresented to CIBC that Ms. Raincock purchased the Equinox from Legacy, that the purported purchase included a trade-in and by adding the cash back amount to the purported purchase price. I have also determined that Mr. Bruce failed to account for the additional \$2,238.70 included in the CIBC financing and paid by Ms. Raincock. I similarly find that each of these acts constitute a failure by Mr. Bruce to have acted with honesty and integrity in the course of business contrary to section 33(2)(a) of the MDAR.
69. On March 11, 2026, conditions were placed on Mr. Bruce's salesperson license by the Authority. Attached to Jordan Affidavit #1 is an email sent by the Authority's Manager of Licensing Hong Wong on March 11 which has attached to it a "Notice of Licensing Condition" ("the Notice"). Mr. Bruce sought reconsideration of the imposition of the conditions and in reasons dated April 9, 2026, I dismissed that application.
70. Two of the nine conditions included in the Notice are notable. They are as follows:
- a. Nathaniel Bruce cannot be employed in the Finance Office of any Motor Dealer;
 - b. While employed by a Motor Dealer, Nathaniel Bruce may not act as a loan broker as defined in the *Business Practices and Consumer Protection Act*, or in any way act on behalf of consumers to obtain or facilitate financing, including a lease, in respect of a vehicle purchase.
71. As to the first condition, the evidence in Jordan Affidavit #3 is that Mr. Bruce was employed in Loughheed Hyundai's Business Office. There is no evidence before me of what the day-to-day operations of Loughheed Hyundai's Business Office include or whether they have a separate Finance Office. While I have previously found that Mr. Bruce was assisting

consumers with financing applications at that same dealership at the time the condition was in place, the prohibitive language in the conditions is specific. I am unable to find that Mr. Bruce was employed in a Finance Office and as such, I do not find that Mr. Bruce contravened the first condition on his license.

72. As to the second condition, Mr. Jordan's observations of Loughheed Hyundai's Dealertrack software indicates that Mr. Bruce had assigned to him 15 financing applications during the month of May 2026. The photo affixed to Jordan Affidavit #1 shows that each of those applications was "created by" Mr. Bruce with five of the fifteen having been "booked" meaning that the applications were approved and funding received by the dealer.

73. The assignment of these 15 financing applications to Mr. Bruce is clear evidence that he acted on behalf of consumers to obtain or facilitate financing in respect of vehicle purchases. On that basis, he failed to comply with the second condition on his salesperson license. Given this finding, I do not consider it necessary to determine whether Mr. Bruce was acting as a loan broker as defined by the BPCPA.

74. Having found that Mr. Bruce failed to comply with the second condition on his license, I must determine whether doing so constitutes a breach of section 33(2)(a) of the MDAR. As I noted in *Re: Sharma* (November 28, 2025, H-25-09-003) at paragraph 44:

44. Section 33(2)(a) of the MDAR requires that licensees act honestly and with integrity in the course of business. At all material times, Mr. Sharma was a licensed salesperson. A failure to adhere to conditions on a license that are in place as a means by which to protect the public runs contrary to those requirements. Mr. Sharma was aware that he was required to notify the Authority of any change in his employment with any motor dealer and he failed to do so and on that basis I find that Mr. Sharma is in breach of section 33(2)(a) of the MDAR.

75. Similarly, Mr. Bruce was well aware of the conditions on his license as is evidenced by his reconsideration application. Despite that, in the course of his employment with a motor dealer he acted on behalf of customers seeking financing for their vehicle purchases in direct contravention of his license conditions. In doing so, Mr. Bruce failed to act with honesty and integrity in the course of business in contravention of section 33(2)(a) of the MDAR.

VII. Summary of Findings

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

- a. Mr. Bruce committed or engaged in a deceptive act or practice in respect of the consumer transaction with Sandie Raincock contrary to section 5(1) of the BPCPA as follows:
 - i. By misrepresenting to CIBC in the CSC that Ms. Raincock was purchasing the Equinox when in fact she was not;
 - ii. By misrepresenting to CIBC in the CSC that Ms. Raincock was trading in a 2019 Chevrolet Traverse;
 - iii. By failing to disclose to CIBC that the total purported purchase price of the Equinox included an additional \$7,000.00 in cashback; and
 - iv. By failing to account for the balance of the re-financing funds, namely \$2,238.70, in the Agreement and by further failing to explain the nature of this amount to Ms. Raincock.
- b. Mr. Bruce failed to act with honesty and integrity in the course of business as required by section 33(2)(a) of the MDAR as follows:
 - i. by making inaccurate representations to Ms. Raincock and to CIBC, specifically, by misrepresenting to CIBC that Ms. Raincock purchased the Equinox from Legacy, misrepresenting to CIBC that the purported purchase of the Equinox included a trade-in, misrepresenting to CIBC the purported purchase price of the Equinox by adding to it an additional amount as cash back and by failing to account to Ms. Raincock for the additional \$2,238.70 included in the CIBC financing.
 - ii. by failing to comply with the conditions imposed on his license, specifically by acting on behalf of consumers to obtain or facilitate financing, including a lease, in respect of a vehicle purchase when prohibited from doing so.

VIII. Consumer Claim

77. In the AHN, the Authority seeks an order that Mr. Bruce reimburse money to Ms. Raincock pursuant to sections 26.02(4)(a) of the MDA and/or section 155(4)(a) of the BPCPA. In her affidavit, Ms. Raincock says that of the total financing funds distributed by CIBC, \$2,238.70 is unaccounted for. This amount was included in the total amount financed by CIBC.

78. When considering a claim by a consumer for reimbursement of money from a licensee, the approach is as set out in the decision of the Registrar in *Pham et al. v. Super Sale Auto et al.* (January 3, 2020, 19-07-002):

[32] Any consumer remedy for a misrepresentation under the BPCPA, must still meet the common law elements of such a claim:

- (a) a representation that is untrue or misleading – a misrepresentation,
- (b) the consumer reasonably relied on the misrepresentation,
- (c) the consumer experienced damages due to the misrepresentation, and
- (d) there is some evidence of the amount of damages (legally called quantum of damages) that the consumer suffered due to the misrepresentation.

[33] The BPCPA modifies the first of these common law elements ((a) misrepresentation) in aid of consumer protection in the following ways:

- (a) once there is some evidence that a misrepresentation occurred, the onus shifts to the dealer to show the misrepresentation did not happen, was in fact true or was not misleading: section 5(2) of the BPCPA, and
- (b) deems certain conduct to be misrepresentations: section 4(3) of the BPCPA.

[34] The consumer still has the burden to show that it reasonably relied on the misrepresentation; that the damages it seeks is due to the misrepresentation; and provide some evidence of the amount (quantum) of those damages.

- *Bunyak v. Daryl's Best Buys Auto Sales Ltd.* (October 5, 2015, File 14-12-002, Registrar)

- *Crowston v. Platinum Auto Corporation* (April 26, 2012, File 12-002, Registrar)
- *Casillan v. 565204 B.C. Ltd. dba Daewoo Richmond*, 2009 BCSC 1335 (BC Supreme Court)
- *Vavra v. Victoria Ford Alliance Ltd.*, 2003 BCSC 1297 (BC Supreme Court)

[35] If the misrepresentation was not reasonably relied on by the consumer when they made their decision, they would generally not be entitled to damages. The BPCPA remedies consumer harm due to actions of the supplier (Super Sale in this case) and not remedy errors of judgement by consumers: *Crowston v. Platinum Auto Corporation*. This was noted by Justice Tysoe of the BC Supreme Court:

[88] In *Miller v. Lavoie* (1966), 1966 CanLII 426 (BC SC), 60 D.L.R. (2d) 495 (B.C.S.C.), Wilson C.J.S.C. made the following observation about predecessor legislation dealing with unconscionable transactions:

This Court exists for many purposes and one of these purposes is the protection of unsophisticated and defenceless persons against the exactions of conscienceless persons who seek to take advantage of them. The legislation provides one method of exercising that benevolent authority. But the Courts are not empowered to relieve a man of the burden of a contract he has made under no pressure and with his eyes open, merely because his contract is an act of folly. (p. 501)

- *Bain v. The Empire Life Insurance Company*, 2004 BCSC 1577 (BC Supreme Court)

79. Turning back to the facts in this case, I have found that Mr. Bruce made a misrepresentation to Ms. Raincock. That misrepresentation was in the form of the Agreement which formed the basis for the CSC and receipt of the financing funds. Mr. Bruce set the purported purchase price for the Equinox and he also included the Additional Fees. These two amounts were combined and submitted to CIBC as reflected in the CSC. From the financing funds, the outstanding balance on the Equinox was paid as were the Additional Fees and the cash back amount. This left \$2,238.70 unaccounted for and unexplained by Mr. Bruce.

80. Ms. Raincock approached and thereafter relied on Mr. Bruce in his role as Finance Manager for Legacy to assist her with the re-financing of the Equinox. This reliance is reflected by Ms. Raincock's signature on the Agreement and the CSC.

81. As a result of the misrepresentation in the Agreement, Ms. Raincock suffered damages. She contracted to pay the Additional Fees and the amount required to pay the outstanding loan balance and the cash back were as bargained for. She did not however agree to pay the additional \$2,238.70. That is a loss attributable to the misrepresentation suffered by Ms. Raincock and I find that there is sufficient evidence to establish quantum of damages.

82. Having considered all of the circumstances and applying the rationale in *Pham, supra*, I order Mr. Bruce to reimburse Ms. Raincock \$2,238.70.

IX. Compliance Action

83. Having found that Mr. Bruce has breached both the BPCPA and MDAR, I must determine the appropriate compliance action. The Authority takes the position that Mr. Bruce's salesperson license should be revoked and that the Registrar should refuse to receive any future license applications from him for a period of between five and ten years.

84. In considering the Authority's position, I am reminded of the purpose of compliance action as set out at paragraph 32 of *Re: Sharma* (July 2, 2026; H-26-03-003, H-26-04-004):

32. Compliance action must be considered with a view to deterring future misconduct by the specific individual and by the industry generally. If I am of the view that the available compliance options will not adequately deter Mr. Sharma from future misconduct, it is my responsibility to protect the public by revoking his salesperson license.

a. License Revocation

85. Section 7(1) of the SLR authorizes the Authority to revoke a salesperson's license if the licensee notifies the Authority that they have ceased to act as a salesperson. As noted previously, on June 16, 2026 Mr. Bruce wrote to the Authority to advise in part that he had "no intention of returning to Canada or working in the motor vehicle industry in the future. **Therefore I am formally surrendering my VSA license effective immediately.**" (emphasis added). Applying section 7(1) of the SLR, I find that Mr. Bruce has provided

sufficient notice that he has ceased to act as a salesperson and I therefore revoke his salesperson license accordingly.

86. Alternatively, section 7(2) of the SLR authorizes the revocation or suspension of a salesperson license if the Authority considers, having regard to the conduct of the licensee, that it would not be in the public interest for the licensee to continue to be licensed. As noted in *MVSABC v. Salame* (2021) 20-11-012 at paragraph 12:

12. In balancing the interests of a person to be licensed in a given profession with the protection of the public and the public's interest, the public interest is paramount: *Pacific International et al v. B.C. Securities Commission* 2002 BCCA 421 (B.C. Court of Appeal) at paragraph 12.

87. The Hearing Notice provided the required statutory notice to Mr. Bruce that the Authority intended to seek revocation of his salesperson license and of his right to be heard. While Mr. Bruce has elected not to participate in this hearing, I am satisfied that he has been provided the required notice as set out in section 7(3) of the SLR.

88. The Authority does not allege a compliance history for Mr. Bruce in the course of his nearly seven years as a licensed salesperson. While it refers to a Warning Letter issued to Legacy in February 2025, I do not consider that to be a relevant consideration in assessing compliance action for Mr. Bruce.

89. There are two distinct aspects of the contraventions here that bear consideration – the refinancing of the Equinox and the conditions on Mr. Bruce's salesperson license. The evidence shows that the entire refinancing process was cloaked in dishonesty. Mr. Bruce created a false purchase agreement, artificially inflated the purported purchase price of the Equinox, falsely indicated that a trade-in vehicle was included in the transaction and failed to account to Ms. Raincock for the financing funds. After beginning his employment at Loughheed Hyundai, despite being subject to conditions on his license which he was well aware of, Mr. Bruce continued to act on behalf of consumers to obtain financing for their vehicle purchases in direct contravention of those conditions.

90. While he is not required to do so, Mr. Bruce has failed to participate in this hearing or the hearing process generally and as such he has offered no explanation for his conduct. He has also failed to respond to the Authority's investigation into the underlying allegations.

91. Had this been an isolated incident, my task in deciding an appropriate penalty would have taken a different view. However, I must consider the circumstances of the subject transaction with Ms. Raincock alongside Mr. Bruce's subsequent failure to abide by the conditions imposed on his license. The dishonest manner in which Mr. Bruce shepherded the financing application combined with his choice to seemingly ignore the conditions on his license are demonstrative of an individual who is ungovernable. I have no confidence that further conditions will address the need for compliance nor am I of the view that administrative penalties will have any impact on Mr. Bruce going forward.
92. Given the circumstances that support the finding that Mr. Bruce is ungovernable, I am of the view that any penalty other than revocation of his salesperson license will not serve to protect the public and on that basis, I order that Mr. Bruce's license be revoked pursuant to section 7(2) of the SLR, effective immediately.

b. Future licensing applications

93. Despite the revocation of Mr. Bruce's license, the SLR would allow him to apply for a new license at any time following that. As such, to ensure that the goal of public protection is met, I may set what amounts to a waiting period that must expire before Mr. Bruce may submit a salesperson licensing application for consideration by the Registrar.
94. Counsel for the Authority has referred to four different Registrar's decisions in which waiting periods were imposed, ranging from three to five years duration. While none are directly comparable on their facts, I note the decision in *Re: Carmel Custom Contracting Ltd. & Jason Coburn* (July 6, 2018, 18-03-001). In that case, the salesperson, who at the time of the contraventions was on an Undertaking, made multiple misrepresentations to a consumer in respect of a consumer transaction and deposited the consumer's money into his own account which he used for an improper purpose. The salesperson in that case elected not to participate in the hearing which the Registrar found at paragraph 92 to be "indicative of an unwillingness to be regulated – an indication that goes to his governability."
95. While I find some similarities between this case and that in *Re: Carmel Custom Contracting Ltd., supra*, the circumstances surrounding Mr. Bruce's conduct are somewhat less serious. He has no compliance history and there is no evidence to suggest that Mr.

Bruce misappropriated money from Ms. Raincock. I have, however, found Mr. Bruce to be ungovernable given his conduct and his failure to participate in this hearing.

96. Having considered the circumstances of this case, including the prior decisions referred to by the Authority, the Registrar will not accept an application from Mr. Bruce for licensing as a salesperson for a period of four years from the date of this decision. Whether Mr. Bruce is issued a license in the future, should he apply, will depend on the facts that support his application at that time.

X. Costs

97. The Authority seeks an order that Mr. Bruce reimburse its costs. It relies on the Gallo Affidavit in which Mr. Gallo deposes that the Authority's actual costs, including legal fees and investigation costs, total \$5,402.87. Of that amount, \$1,325.95 represents investigation costs while the balance of \$4,076.91 is attributable to actual legal costs.

98. I have found that Mr. Bruce has contravened provisions of the BPCPA and the MDAR. As such, I may include in a Compliance Order an award of costs pursuant to section 155(4)(d) of the BPCPA and section 26.02(4)(d) of the MDA.

99. As noted in previous decisions, the authority for the manner in which costs are to be determined is *Re: Wild Grizzly Transport Ltd.*, 2018-BCRMD-022 at paragraph 12 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.

100. I consider this case to have been on the moderate side of the complexity scale. This is largely due to the fact that the subject transaction was undertaken in a deceptive manner and also due to the fact that a portion of the financing funds was not accounted for. There were two contraventions at different points in time. The Authority advanced evidence from three of its staff as well as Ms. Raincock. An interlocutory application was required to add Ms. Raincock as a party to the proceedings.

101. Of note is Mr. Bruce's refusal to respond to the investigation. While this is not a specifically identified factor in *Wild Grizzly Transport, supra*, I am of the view that it is a relevant consideration. By failing to respond to the investigation, leaving aside that a proven allegation of such conduct constitutes an offence under the MDA, the Authority's task of investigating a complaint becomes more difficult and time consuming.

102. Returning to the outcome of this hearing, all but one of the allegations were proven. As noted above in *Re Wild Grizzly Transport, supra*, the amount of costs should be reasonable and "should reflect the work necessary to prove the allegations in the case and bring it forward." While I do not take the view that costs should be calculated on a pro rata basis based on the number of allegations proven, I find that any costs that can be reasonably attributed to an unproven allegation that stands separate and apart from the others in terms of the statutory requirements should not attract costs as would a proven allegation. On that basis, I am reducing the costs attributable to legal fees to \$3,750.00 while leaving the investigation costs as presented. I order Mr. Bruce to reimburse the Registrar's costs in the amount of \$5,075.95.

XI. Compliance Order – BPCPA s. 155 and MDA s.26.02

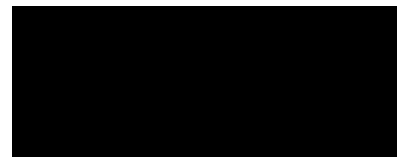
103. As I have found that Mr. Bruce has contravened the MDAR and the BPCPA, I am authorized under sections 26.02 of the MDA and 155 of the BPCPA to issue a Compliance Order to address the non-compliance. The following are the terms of my Compliance Order:

- a. Nathaniel Bruce is ordered to abide by the MDA, the BPCPA and their respective regulations;
- b. Nathaniel Bruce is ordered to reimburse Sandie Raincock \$2,238.70; and
- c. Nathaniel Bruce is ordered to reimburse the Registrar \$5,075.95 representing its actual costs, including actual legal costs, incurred for any inspection or investigation of the Respondent in this matter.

104. This decision may be reconsidered pursuant to sections 26.11 and 26.12 of the MDA and 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 or by mail to the Authority.

105. 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 2nd day of October 2026

A solid black rectangular box used to redact the signature of the Registrar.

Patrick Poyner
Registrar of Motor Dealers