

IN THE MATTER OF THE *MOTOR DEALER ACT*, RSBC 1998, c 316 and THE *BUSINESS PRACTICES AND CONSUMER PROTECTION ACT*, SBC 2004, c 2

BETWEEN:

THE VEHICLE SALES AUTHORITY OF BRITISH COLUMBIA
(the "VSA")

COMPLAINANT

AND:

TRAVELAND RV SUPERCENTRE LANGLEY
(Dealer License #9588)

RESPONDENT/MOTOR DEALER

AND:

ADAM MOORE
(Salesperson License #122264)

RESPONDENT/SALESPERSON

SUPPLEMENTARY DECISION OF THE REGISTRAR OF MOTOR DEALERS

Date and Place of Decision: 8th day of February at Langley, British Columbia.

By way of written submissions

1. On January 23, 2023, my "decision" was issued arising out of a complaint that Mitieli Craig Renner ("Mr. Renner") and Victoria Lynn Renner ("Ms. Renner") (together, the "Renners"), in July 2015 had purchased a 2015 RV trailer with license No. 427 BHS (the "Vehicle") from the Respondent, Traveland RV Supercentre Langley, ("Traveland"), which had misrepresented the trailer as suitable to be towed in British Columbia when in fact it had excessive length.
2. Prior to January 23, 2023, I was not aware of supplementary submissions of the VSA and of Traveland. The supplementary submissions were made following the issuance by the CVSE of a Compliance Circular dated September 27, 2022 entitled "*SUBJECT: increase of length of RV trailers with fifth wheel hitch, with a GVW under 10,000 kg.*" The Circular provides "*that the maximum overall trailer length available has increased from 12.5m to 14.65m*". Thus, from the date of the Circular, the Vehicle may be legally towed in British Columbia.
3. For present purposes, two issues arise from the fact that the Vehicle now complies with the length restrictions in British Columbia:
 - a) Firstly, ought the Circular influence the conclusion that Traveland misrepresented the Vehicle at the time of the sale? That issue was addressed in the "decision" of January 23, 2023. I cannot find a

reason to resile from the conclusion that there was such a misrepresentation. The law at the time of the sale of the Vehicle governs that outcome; and

b) Secondly, should an administrative penalty be imposed on Traveland pursuant to section 164 of the BPCPA? I invite the parties to provide written submissions on this question, as well as the question of costs. The VSA will go first and provide its submission by February 28, 2023 and the respondents a week later.

4. In my “decision” of January 23, 2023, I directed that the transaction for the sale of the Vehicle ought to be reversed with the return of the Vehicle to Traveland and the return of the purchase price to the Renners.
5. The VSA acknowledges that the effect of “*the impact of the Circular is less clear*” on the issue of whether the transaction for the purchase of the Vehicle should be reversed. Nevertheless, the VSA submits that the fact the Vehicle could not legally be towed in British Columbia from the date of its purchase until September 27, 2022 is a “*factor*” for the Registrar to consider in determining whether to order any reimbursement or compensation by Traveland to the Renners as authorized by either Section 26.04 (4) of the *Motor Dealer Act* (“MDA”) or Section 155 (4) of the BPCPA.
6. The Vehicle was purchased by the Renners from Traveland on July 26, 2015. At the time of the purchase, the Renners lived in Alberta where they intended to park the Vehicle. They did not have a suitable means themselves to tow it. Initially, they hired a driver recommended by Traveland to transport the Vehicle to White Rock in British Columbia. The Renners intended eventually to obtain a truck of their own to tow the Vehicle to Arizona for use in the winter. They had no knowledge that the Vehicle could not be legally towed in British Columbia and accordingly used it as intended.
7. In the Spring of 2021, the Renners learned that the Vehicle exceeded the maximum legal length to be towed in British Columbia. In May 2021, Mr. Renner spoke with a representative of Traveland about the length issue. The Renners no longer believed they were legally entitled to tow the Vehicle in British Columbia.
8. Although the evidence is sparse, it appears the Renners had the benefit of the use of the Vehicle from the time of its purchase in July 2015 until early 2021. They did not complain for almost six years until the question of its length came to their attention.
9. Traveland relies on *Lenux Auto Sales and Services Ltd. and Hassan (Dario) Dariosh Zehedian*, (March 26, 2021) decided by the then Registrar Christman for the proposition that the BPCPA “*exists to alleviate harm to consumers*” and submits the Renners have not demonstrated they experienced any harm through the conduct of Traveland.
10. Traveland refers to the Renners’ complaint that they have been “*[unable to tow the vehicle] nor use it as an RV trailer. [They were] unsure of its insurance coverage, and [they were] unable to sell it in good conscience*” and submits these “*concerns only arose because the Renners believed the [vehicle] “to be over length and illegal to tow in British Columbia” and “issuance of the circular has made it clear that the [vehicle] was not overlength.”*”
11. Traveland further submits a Compliance Order is not appropriate. I understand this submission rests essentially on the alleged inability of the Renners to demonstrate any actual harm they suffered in the years after they purchased the trailer, and furthermore, the potential for harm has been overcome by the Compliance Circular.
12. It is correct that the Renners’ concerns arose only after they learned of the illegal length of the vehicle. It is not correct, as seems to Traveland’s argument, that the length problem was cured retroactively by the Circular as if there was no problem at the time of sale and thus no misrepresentation.

13. I conclude the Renners suffered a modest loss of the use of the Vehicle. However, their loss is insufficient to lead to a reversal of the sale of the Vehicle and a refund of the purchase price to the Renners. I rescind that portion of the January 23, 2023 decision.
14. Both sections 155 (4) of BPCPA and section 26.04 (4) of the MDA provide for the imposition of a Compliance Order for loss or damage resulting from the contravention of those statutes. I find that there has been such a contravention as a result of the failure of Traveland to advise the Renners that the Vehicle could not be driven on the roads of British Columbia. The consequence of such failure has been modest, and I direct that \$5,000.00 be paid by Traveland to the Renners.



Kenneth Affleck, K.C.
Registrar of Motor Dealers