



FILED

By the Office of the Registrar of Motor Dealers
on April 8, 2025

Investigation File No.: C-24-06-294
Hearing File No.: H-25-04-002

UNDERTAKING

**IN THE MATTER OF THE *MOTOR DEALER ACT*, RSBC 1996, c 316 and the
BUSINESS PRACTICES AND CONSUMER PROTECTION ACT, SBC 2004, c 2**

BETWEEN:

North Shore Mitsubishi
(DL# 50084)

(the "Respondent")

AND:

The Registrar of Motor Dealers

WHEREAS:

1. The Respondent is a Motor Dealer as defined in the *Motor Dealer Act* ("the **MDA**"), incorporated in accordance with the laws of British Columbia operating under the name, North Shore Mitsubishi, and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. 50084.
2. The Registrar of Motor Dealers is the Registrar as defined in the MDA, ("the **Registrar**"), and is responsible for the administration and enforcement of the MDA, its regulations, and the prescribed provisions of the *Business Practices and Consumer Protection Act* ("the **BPCPA**").
3. The Respondent is the subject of an investigation launched by the VSA in response to a complaint made by a consumer, [REDACTED] ("**Ms. [REDACTED]**"). The complaint and investigation findings are outlined in VSA File No. C-24-06-294 and the investigation reports of VSA Investigation Officer Tim Gallo ("**IO Gallo**") dated January 22, 2025.

AND WHEREAS:

Withheld pursuant to section 22 of FOIPPA

4. On June 8, 2024, Ms. [REDACTED] purchased a 2022 Tesla Model 3 ("the **Tesla**") from the Respondent for a price agreed upon by the parties.
5. A Purchase Agreement dated June 8, 2024 ("the **Agreement**") was prepared by the Respondent and provided to Ms. [REDACTED]. The Agreement did not include any of the required Statutory Vehicle Declarations. Further, the Agreement included an "Administrative/Documentation fee" of \$1,695.00. A review of the Respondent's online advertisement for the Tesla lists a "Documentation fee" of \$495.00 and a "Prep fee" of \$499.00.
6. At the VSA's request, the Respondent produced a copy of the Agreement. This version of the Agreement had been altered by the Respondent after the transaction to include the required Statutory Vehicle Declarations.

7. The Registrar asserts that the Respondent has contravened the following legislation:
- a. Section 21(1)(l) of the *Motor Dealer Act Regulation* (“**MDAR**”) for failing to include in the Agreement an itemized list of the cost of any other charges for which the purchaser was responsible and which were added to the contract price;
 - b. Section 23 of the MDAR by failing to include any of the required statutory vehicle declarations in the Agreement;
 - c. Section 33(2)(a) of the MDAR for failing to act with honesty and integrity in the course of business by altering the Agreement after the transaction and without the knowledge and consent of the consumer; and
 - d. Section 5(1) of the BPCPA by engaging in a deceptive act or practice in respect of a consumer transaction by representing in the Agreement that the additional Administrative/Documentation fees were greater than advertised.

NOW THEREFORE the Respondent undertakes, acknowledges, and agrees with the Registrar:

1. To comply with the MDA, MDAR, BPCPA, and the sections thereunder;
2. To pay an Administrative Penalty in the amount of **\$30,000.00** in relation to the subject matter of this Undertaking as per the Notice of Administrative Penalty, which will be provided to the Respondent upon receipt of the fully executed and filed Undertaking;
3. To reimburse the Registrar a total of **\$899.83** representing 100% of the investigation costs incurred to date in relation to the subject matter of this Undertaking within thirty (30) days of the Registrar signing this Undertaking;
4. That this Undertaking is binding on the Respondent until such time as it is either terminated in writing by the Registrar or terminated by Order of the Supreme Court of British Columbia;
5. That, in addition to rendering the Respondent liable to further penalties and proceedings as provided for under the BPCPA, it is an offense under the BPCPA to fail to comply with any part of this Undertaking that has not been previously terminated;
6. That the Registrar may, upon breach of any part of this Undertaking by the Respondent, declare the Undertaking to be at an end and may institute such proceedings and take such action under the BPCPA, or the Act as considered necessary; and
7. That any communication with the Registrar in connection with this Undertaking shall be made to the following address:

Registrar of Motor Dealers
Vehicle Sales Authority of B.C.
#280 – 8029 199th Street
Langley, B.C. V2Y 0E2

And in the case of the Respondent Motor Dealer, to the following address:

