



on April 16, 2025

Investigation File No.: C-23-12-087

Hearing File No.: H-25-04-003

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:**

Trust Auto Sales

(DL# 40144)

(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, Trust Auto Sales and registered with the Vehicle Sales Authority of BC ("**VSA**") under Motor Dealer License No.40144.
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] ("**Mr. [REDACTED]**"). The complaint and investigation findings are outlined in VSA File No. C-23-12-087 and the investigation report of VSA Investigations Officer, Jared Collier ("**IO Collier**") dated June 6, 2024.

AND WHEREAS:

4. In January 2023, Mr. [REDACTED] sought to purchase a vehicle. He intended to purchase a 2020 Kia Sportage ("the **Sportage**") offered for sale by the Respondent. The transaction was to be by way of a distance sale as Mr. [REDACTED] resides in [REDACTED] B.C. while the Respondent's business location is in Richmond, B.C.
5. Mr. [REDACTED] advised the Respondent that he was building credit and requested that a family member [REDACTED] act as a co-signer on the transaction if needed.
6. On January 18, 2023, Mr. [REDACTED] signed a CIBC Application for Personal Credit. The same day, Mr. [REDACTED] entered into a CIBC Conditional Sales Contract ("**CSC**") with respect to the purchase of the Sportage. The selling price of the Sportage was indicated in the CSC as \$41,445.00, and the price of the optional extended warranty was \$7,479.00. The CSC was signed by Mr. [REDACTED] and by the Respondent's manager. The CSC indicated that Mr. [REDACTED]

was the purchaser of the Sportage and that the Respondent was the seller. Mr. [REDACTED] was not included in the CSC as a Co-Buyer.

7. The Respondent prepared a Purchase Agreement dated January 18, 2023, which included Mr. [REDACTED] as the sole purchaser of the Sportage. The selling price was incorrectly listed as \$27,000.00, and the price of the Extended Vehicle Warranty was also incorrectly included as \$7,479.00. The warranty contract indicated that the true price of the warranty was in fact \$1,153.95.
8. Following delivery of the Sportage, Mr. [REDACTED] requested a copy of the Purchase Agreement from the Respondent. The Purchase Agreement indicated that Mr. [REDACTED] was the sole purchaser of the Sportage. However, an ICBC Owner's Certificate of Insurance and Vehicle License ("the **Certificate**") dated January 26, 2023, shows the sole owner of the Sportage to be Mr. [REDACTED]
9. Further, an APV9T – ICBC Transfer/Tax form dated January 26, 2023, shows the Sportage as having been transferred from a different motor dealer to Mr. [REDACTED] on January 19, 2023. There is no evidence that the Respondent owned the Sportage at the time it entered into the Purchase Agreement with Mr. [REDACTED]
10. The Purchase Agreement indicates that the Sportage's odometer reading at the time of sale was 29,100 km. However, a Carfax Vehicle History Report dated February 2, 2024, includes the following odometer readings for the Sportage: 55,139 km on May 31, 2021 and 86,011 km on August 3, 2022. At the time of delivery of the Sportage, Mr. [REDACTED] noted its odometer to be 92,100 km. This was confirmed by the Respondent.
11. The Registrar asserts that the Respondent has contravened the following legislation:
 - a. Section 3(1) of the **MDA** for carrying on business as a motor dealer elsewhere than at or from the person's business premises while selling the Sportage which was not in its inventory.
 - b. Section 21(1)(h) of the *Motor Dealer Act Regulation (MDAR)*, by failing to include the actual selling price of the Sportage in the Purchase Agreement.
 - c. Section 21(2)(b) of the **MDAR** by failing to include the recorded odometer reading of the Sportage in the Purchase Agreement at the time of sale.
 - d. Section 33(2)(e) of the **MDAR** by making false or misleading statements with respect to any amount charged during a consumer transaction by inaccurately declaring the purchase price of the Sportage and the warranty price in the Purchase Agreement.
 - e. Section 5(1) of the **BPCPA** by engaging in a deceptive act or practice by representing in the Purchase Agreement and the CSC that it was the seller of the Sportage and by failing to identify Mr. [REDACTED] as the purchaser in either document.

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

1. To comply with the MDA, MDAR, BPCPA and the sections thereunder.

Withheld in accordance with section 22 of FOIPPA

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. Will reimburse the Registrar a total of **\$1579.65** 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 a 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 MDA, MDAR, or BPCPA, 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, BC V2Y 0E2

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

Trust Auto Sales
 1010-4380 No. 3 Rd.
 Richmond, BC V6X 3V7

unless another address for delivery is given to the other party, in writing, by either the Registrar or the Motor Dealer.

The Respondent acknowledges that it has had an opportunity to seek legal advice regarding this Undertaking.

Trust Auto Sales (Motor Dealer # 40144)

Per:



Signature

Jenny Liang

Name of Authorized Signatory

) **ACCEPTED** by the Registrar of Motor Dealers this
) ~~16~~ day of April 2025.
) 16th day "Original signed"
) 
) _____
) Kenneth Affleck, K.C.
) Registrar of Motor Dealers

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