



FILED

By the Office of the Registrar of Motor Dealers
on April 17, 2025

Investigation File No.: C-24-01-237
Hearing File No.: H-25-04-004

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:

Titanium Autogroup Ltd.
(DL# 40484)

(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, Titanium Autogroup Ltd., and registered with the Vehicle Sales Authority of BC ("**VSA**") under Motor Dealer Licence No. 40484.
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 consumers, [REDACTED] ("the [REDACTED]"). The complaint and investigation findings are outlined in VSA File No. C-24-01-237 and the investigation report of VSA Investigations Officer, Bryan Reid ("**IO Reid**") dated March 30, 2024.

AND WHEREAS:

4. In March 2023, [REDACTED] ("**Ms. [REDACTED]**") sought to purchase a vehicle, a 2018 Chevrolet Equinox ("the **Equinox**"), offered for sale by the Respondent. The purchase was to be by way of a distance sales contract. Ms. [REDACTED] father, [REDACTED] ("**Mr. [REDACTED]**"), was to be a co-buyer.
5. In order to obtain financing for her purchase of the Equinox, Ms. [REDACTED] entered into a CIBC Conditional Sales Contract on March 27, 2023 ("**CSC #1**"). CSC #1 described Mr. [REDACTED] as the Buyer and Ms. [REDACTED] as the Co-Buyer and indicated that the purchase price of the Equinox was \$32,000.00 and that the principal amount of the loan for the Equinox was \$38,558.15. Ms. [REDACTED] signed CSC #1 by way of DocuSign in the space designated for the Buyer, but Mr. [REDACTED] did not sign it. Neither of the [REDACTED] received any further documents or copies of what they had signed in connection with the purchase of the Equinox.

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6. On March 30, 2023, Ms. [REDACTED] signed a purchase agreement using DocuSign, which indicated that the purchase price of the Equinox was \$32,000 ("**Agreement #1**"). Agreement #1 further indicated that the Equinox had never been used as a lease vehicle and that it had not sustained damages requiring repairs totaling more than \$2,000.00. Mr. [REDACTED] was included in Agreement #1 as a Buyer, but he did not sign it.
7. In January 2024, the Equinox broke down in Squamish, B.C. Ms. [REDACTED] brought it to a dealership there, which assisted her by contacting the Respondent to obtain the original purchase documents. Ms. [REDACTED] also contacted CIBC, and copies of the loan documentation included with her purchase of the Equinox were obtained.
8. The documents obtained by Ms. [REDACTED] included a second purchase agreement dated March 30, 2023, which indicated that the purchase price for the Equinox was \$42,000.00, naming both Ms. [REDACTED] and Mr. [REDACTED] as purchasers ("**Agreement #2**"). This document bore the signatures purportedly from Ms. [REDACTED] and Mr. [REDACTED]. Ms. [REDACTED] signature on Agreement #2 did not match that on Agreement #1. The [REDACTED] deny having signed Agreement #2. This document was signed by the Respondent's business manager.
9. Ms. [REDACTED] also obtained a second CIBC Conditional Sales Contract dated March 27, 2023 ("**CSC #2**"), which indicated that the purchase price for the Equinox was \$42,000.00 and that the principal amount of the loan for the Equinox was \$48,558.15. This document bore the signatures purportedly from Mr. [REDACTED] and Ms. [REDACTED] who were named as the Buyer and Co-Buyer, respectively. Ms. [REDACTED] signature on CSC #2 did not match that on CSC #1 or Agreement #1. The [REDACTED] deny having signed CSC #2. This document was signed by the Respondent's business manager.
10. Prior to completing Agreement #1 and CSC #1, Ms. [REDACTED] advised the Respondent's business manager by way of a text message dated March 15, 2023, that her total, combined monthly income was [REDACTED]. Ms. [REDACTED] obtained a copy of a CIBC Application for Personal Credit ("**the Application**") prepared by the Respondent that indicated that her monthly income was \$6,500.00 per month and that Mr. [REDACTED] monthly income was \$5,000.00 per month. At no time did Ms. [REDACTED] or Mr. [REDACTED] advise the Respondent as to Mr. [REDACTED] monthly income.
11. The Application bore the signatures purportedly of Ms. [REDACTED] and Mr. [REDACTED]. These signatures do not match those on Agreement #1 or CSC #1, and the [REDACTED] deny signing this document, which also bears a signature similar to that of the Respondent's business manager who signed Agreement #2 and CSC #2.
12. A January 16, 2024, Carfax Canada Vehicle History Report readily available to the Respondent indicates the Equinox had in fact sustained damage repairs in the amount of \$6,508.04 and had previously been used as a lease vehicle, contrary to the representations made by the Respondent in Agreement #1.
13. The Registrar asserts that the Respondent has contravened the following legislation:
 - a. Section 5(1) of the **BPCPA** by engaging in a deceptive act or practice in respect of a consumer transaction by failing to state a material fact, the effect of which was misleading, by misstating both [REDACTED] income in the Application.
 - b. Section 9(1) of the **BPCPA** for committing or engaging in an unconscionable act or practice in respect of a consumer transaction by creating multiple purchase agreements

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and financing documentation, which resulted in the [REDACTED] unknowingly paying an additional \$10,000.00 more for the Equinox than originally agreed upon.

- c. Section 9(1) of the **BPCPA** for committing or engaging in an unconscionable act or practice in respect of a consumer transaction by signing both [REDACTED] and [REDACTED] signatures on Agreement #2 and CSC #2 without their knowledge or consent.
- d. Section 23(b)(ii)(c) of the *Motor Dealer Act Regulation* ("**MDAR**") for failing to make the prescribed declarations on the purchase agreement, specifically, that the Equinox had not previously been used as a lease vehicle and that it had not previously sustained damages requiring repairs costing more than \$2,000.00; and
- e. Section 33(2)(e) of the MDAR for making false or misleading representations with respect to any amount charged in a consumer transaction by creating Agreement #2 and CSC #2 without the knowledge or consent of the [REDACTED] and thereafter providing them to a financial institution.

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 **\$80,000.00** 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 **\$5079.36** 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, BC V2Y 0E2

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

Titanium Autogroup Ltd.

