



FILED

By the Office of the Registrar of Motor Dealers
on June 27, 2025

Investigation File No.: C-24-01-135

Hearing File No.: H-25-06-005

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:

AutoCanada Maple Ridge Auto GP Inc., a GP of AutoCanada MR LP, doing business
as Maple Ridge Volkswagen
(DL# 30900)

(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, Maple Ridge Volkswagen, and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. 30900.
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, Dan Lussier ("the **Complainant**"). The consumer complaint and investigation findings are outlined in VSA File No. C-24-01-135 and the investigation report of VSA investigator Jared Collier ("**IO Colier**") dated September 5, 2024.

AND WHEREAS:

4. On December 23, 2023, the Complainant purchased a 2018 Mercedes C300 ("the **Mercedes**") from the Respondent for a price agreed upon by the parties and in a condition suitable for transportation.
5. On January 2, 2024, the Mercedes was taken to be serviced at Open Road Mercedes Surrey for a "check engine" light and malfunctions of the low beam, turn signals, and brake assist that the Complainant had noticed after the purchase of the Mercedes.
6. The VSA received the consumer complaint on January 21, 2024, in which the Complainant indicated that he had been sold the Mercedes by the Respondent without knowing it had mechanical issues.

7. On July 4, 2024, the VSA sent a written request to the Respondent to provide documents pertaining to the Mercedes, including a copy of the purchase agreement, any safety inspections that were completed before the sale, and any work orders completed for repairs. The Respondent failed to fulfill this request.
8. On July 10, 2024, the VSA sent a second written request to the Respondent with a due date of July 12, 2024, to provide the requested documents. The Respondent failed to fulfill the second request.
9. IO Collier then visited the Respondent dealership and dealt with a salesperson named Trevor Scheidl ("**Mr. Scheidl**"). During this visit, it was discovered that Mr. Scheidl's licence was in cancelled status despite that he was advertised as being the General Sales Manager on the Respondent's website. Nevertheless, Mr. Scheidl explained that the Respondent had misplaced the requested documents during a relocation of the dealership.
10. Following this visit, IO Collier called the Respondent's General Manager, Pamela Alspach ("**Ms. Alspach**"). Ms. Alspach did not return IO Collier's phone call. IO Collier also contacted the Respondent's service department, and the Service Manager agreed to send the Mercedes' service records and asked IO Collier to send an email request. IO Collier sent the email request, and still, no records were sent by the Respondent.
11. On August 1, 2024, IO Collier received an email from Ms. Alspach, who had been forwarded IO Collier's email from the Service Manager, confused about the request. IO Collier responded, describing the seriousness of not providing the VSA with the documents requested despite being requested on numerous occasions.
12. On August 14, 2024, a meeting was arranged in person in which IO Collier met with Ms. Alspach to discuss the consumer complaint file. Ms. Alspach provided the documents that were requested at this meeting.
13. Upon inspection of the documents provided by the Respondent, it was evident that the Mercedes was not in good mechanical condition as it had the "check engine" light on, high and low beam failure, the turn signals were not functioning as well as warnings present regarding low beam lights and brake assist, none of which was found to have been fixed before the sale.
14. Not only was the Mercedes not suitable for transportation and did not comply with the *Motor Vehicle Act* at the time of purchase, but the Respondent also failed to declare these issues on the purchase agreement.
15. The Registrar asserts that the Respondent has contravened the following legislation:
 - a. Section 13.1 of the MDA for employing or engaging a salesperson who was not licensed under the regulations as a salesperson.
 - b. Section 25(1) of the MDA for failing to provide the registrar with information respecting the matter complained of that the registrar requested in writing.
 - c. Section 22 of the *Motor Dealer Act Regulation* ("**MDAR**") for failing to ensure that any written representation, including every purchase order, sales agreement or form of contract used in a consumer transaction for the purchase of a motor vehicle not intended

for transportation contains a statement that the motor vehicle was not suitable for transportation and is sold for parts only or purposes other than transportation.

- d. Section 33(2)(i)(iii) of the MDAR for, in the course of business, aiding, abetting or causing a person to contravene any other law of British Columbia or of another jurisdiction, such as the *Motor Vehicle Act*, RSBC 1996, c 318, s 222.

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 **\$2,483.09** 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:

Maple Ridge Volkswagen
200-12150 Golden Ears Way
Pitt Meadows, B.C. V3Y 0H2

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

The Respondent acknowledges and warrants that they have had an opportunity to seek legal advice as to the terms of this Undertaking.

MAPLE RIDGE VOLKSWAGEN (MOTOR
DEALER# 30900)

Per:



Signature

Cynthia Hill

Name of Authorized Signatory

) **ACCEPTED** by the Registrar of Motor Dealers this
) 26 day of JUNE 2025.
)

) "Original signed"
)



) Patrick Poyner
) Registrar of Motor Dealers in British Columbia

Withheld in accordance with section 22 of FOIPPA