

FILED



By the Office of the Registrar of Motor Dealers
on August 7, 2025

Investigation File No.: C-24-08-060
Hearing File No.: [H-25-08-004](#)

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:

Go Richmond Chrysler Dodge Jeep Ram
(DL# 50332)

(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, Go Richmond Chrysler Dodge Jeep Ram, and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. 50332.
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, Robert Salamanca ("the **Complainant**"). The consumer complaint and investigation findings are outlined in VSA File No. C-24-08-060 and the investigation report of VSA investigator Tim Gallo dated April 8, 2025.

AND WHEREAS:

4. On March 13, 2004, the Complainant purchased a 2008 Audi R8 ("the **Audi**") from the Respondent for a price agreed upon by the parties. A Purchase Agreement was prepared by the Respondent and provided to the Complainant. It was noted on the Purchase Agreement that declared the Audi as a 2008 model and contained a note that indicated the Audi was being sold "as is".
5. Through the course of an investigation, it was determined that the Audi was a 2007 model and not a 2008 as was stated on the purchase agreement prepared by the Respondent.
6. The investigation also revealed that the Respondent created an altered copy of the Purchase Agreement, reading "*not suitable for transportation*" regarding the Audi, whereas the consumer's signed copy read "*as is*".

7. Lastly, the investigation revealed the Respondent was aware that the vehicle was not suitable for transportation in compliance with the *Motor Vehicle Act* as indicated by the Respondent on the Purchase Agreement. Despite the knowledge that the vehicle was not suitable for transportation, the Respondent allowed the consumer to test drive the Audi and drive it off the property.
8. The Registrar asserts that the Respondent has contravened the following legislation:
 - a. Section 21(2) of the *Motor Dealer Act Regulation* ("**MDAR**") making a written representation in the form of a purchase agreement respecting the motor dealer's sale of a used vehicle and failing to include the particulars required for a new motor vehicle including the model year of the vehicle as described in section 21(1)(d) of the MDAR.
 - b. Section 33(2)(a) of the MDAR for failing to act with honesty and integrity in the course of business as a licensee or registrant by altering the Purchase Agreement after signing without the knowledge and consent of the consumer.
 - c. Section 33(2)(i)(iii) of the MDAR as a licensee or registrant, in the course of business, by aiding and abetting or causing a person to contravene any other law of British Columbia, in this case, section 219 of the *Motor Vehicle Act*, by allowing the consumer to test drive the Audi and drive it off the property while being unsuitable for transportation.

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 **\$25,000.00** 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 **\$1,147.33** 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:

Go Richmond Chrysler Dodge Jeep Ram
5491 Parkwood Way
Richmond, B.C. V6V 2M9

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.

GO RICHMOND CHRYSLER DODGE JEEP RAM
(MOTOR DEALER# 50332)

Per:

s. 22(3)(b)

Signature

Robert Hewitt

Name of Authorized Signatory

) **ACCEPTED** by the Registrar of Motor Dealers this
_____ day of August 2025.

s. 22(3)(b)

) Patrick Poyner

Registrar of Motor Dealers in British Columbia

Withheld in accordance with section 22 of FOIPPA