



Investigation File No.: C-24-10-144

Hearing File No.: H-25-08-007

**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 Auto Surrey Chrysler Dodge Jeep Ram Ltd.  
(DL# 40116)

(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 Auto Surrey Chrysler Dodge Jeep Ram Ltd., and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. 40116.
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, Gobinddeep Sethi (the "**Complainant**"). The consumer complaint and investigation findings are outlined in VSA File No. C-24-10-144 and the hearing investigation report of VSA investigator Joel Jordan dated April 10, 2025.

**AND WHEREAS:**

4. On September 20, 2024, the Complainant purchased a 2023 Jeep Wrangler (the "**Wrangler**") from the Respondent for a price agreed upon by the parties.
5. The Purchase Agreement, dated September 20<sup>th</sup>, 2024, was prepared by the Respondent and provided to the Complainant, indicating that the Wrangler was new, had an odometer reading of 480 kilometers, a 5.99% interest rate, and charges for a Tire Advancement Disposal Fee and a Federal Air Conditioning Tax, which apply to new cars. The Wrangler was transferred from a third-party dealer and registered by that dealer without disclosure to the Respondent.
6. Despite the agreed-upon price and interest rate for the Wrangler, a Scotiabank Conditional Sale Contract dated September 17, 2024, declares the interest rate as 6.07%, and an additional Scotiabank Conditional Sale Contract dated the same day declares an interest rate of 6.02%. In total, the Respondent prepared three Conditional Sales Contracts, all of which

showed higher interest rates than agreed upon and that differed from the Purchase Agreement. The Respondent stated the Complainant canceled products they purchased thus needing the contract to be amended to reflect the change which in effect changed the blended rate which is required by the financial institution. The Respondent should have retained old copies of contracts from the Complainant.

7. Lastly, the Wrangler's past APV9T Transfer/Tax form shows that the Wrangler had a previous owner and higher odometer readings than reflected in the Purchase Agreement. Therefore, the Wrangler is deemed used and had an inaccurate odometer reading in the Purchase Agreement.
8. The Registrar asserts that the Respondent has contravened the following legislation:
  - a. Section 21(2)(b) of the *Motor Dealer Act Regulation* ("MDAR") for failing to include the correct recorded odometer reading at the time of sale in a purchase agreement respecting the motor dealer's sale of a used motor vehicle.
  - b. Section 5(1) of the BPCPA for engaging in a deceptive act or practice in respect of a consumer transaction by representing that the Wrangler was new when it was not; and using exaggeration, innuendo or ambiguity about the correct interest rate, the effect of which was misleading.
  - c. Section 9(1) of the BPCPA for engaging in an unconscionable act or practice in respect of a consumer transaction by selling a used motor vehicle as new and charging taxes only applicable to a new vehicle.

**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 **\$50,000.00** 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 **\$946.48** 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 199<sup>th</sup> Street  
Langley, B.C. V2Y 0E2

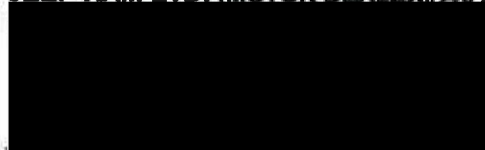
And in the case of the Respondent Motor Dealer, to the following address:

Go Auto Surrey Chrysler Dodge Jeep Ram Ltd.  
6280 120<sup>th</sup> Street  
Surrey B.C. V3X 1Y7

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 AUTO SURREY CHRYSLER DODGE  
JEEP RAM LTD. (MOTOR DEALER# 40116)**



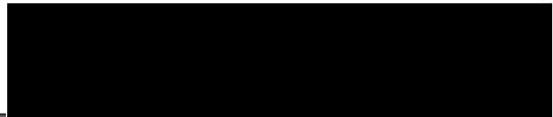
Signature

Luke Gelech

Name of Authorized Signatory

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

) "Original signed"



) Patrick Poyner  
) Registrar of Motor Dealers in British Columbia

Withheld in accordance with section 22 of FOIPPA