

FILED



By the Office of the Registrar of Motor Dealers
on September 8, 2025

Investigation File No.: C-24-07-427
Hearing File No.: **H-25-09-002**

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:

Kelowna RightRide GP Inc. dba RightRide
(DL# D50047)

(the "Respondent")

AND:

The Registrar of Motor Dealers

WHEREAS:

1. At all material times, the Respondent is a Motor Dealer as defined in the *Motor Dealer Act* (the "**MDA**"), incorporated in accordance with the laws of British Columbia under the name Kelowna RightRide GP Inc. and operating under the name, RightRide, and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. D50047.
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, Margaret Ann Deamer (the "**Complainant**"). The Consumer Complaint and investigation findings are outlined in VSA File No. C24-07-427 and the investigation report of VSA Investigations Officer, Daryl Dunn, dated October 29, 2024 (the "**Consumer Complaint**")

AND WHEREAS:

4. On December 6, 2022, the Complainant purchased a 2020 Jeep Compass (the "**Compass**") from the Respondent for a price agreed upon by the parties. The Complainant traded in a vehicle and financed the purchase with an auto loan. The Compass Purchase Agreement stated that the Complainant made a \$1,000.00 deposit in relation to the purchase. The Complainant denies that such a deposit was made.
5. Shortly after, the Complainant took the Compass to another dealership, to fix a few small issues. The other dealership found out that the Compass's Vehicle Identification Number had been tampered with in order to disguise it as a different vehicle. Following this discovery, the Complainant and Respondent agreed to unwind the deal.

6. On December 29, 2022, the Complainant purchased a 2020 Mitsubishi RVR (the “**Mitsubishi**”) from the Respondent for a price agreed on by the parties. The Respondent did not disclose the required statutory declarations in the Mitsubishi Purchase Agreement.
7. Shortly after, the Complainant asserts that the details on the Mitsubishi Purchase Agreement and financing documentation were not accurate and included terms the Complainant had not agreed to, including a \$1,000.00 deposit, and the inclusion of \$8,500.00 the Complainant owed on the Compass. Moreover, it was discovered that both the Compass and the Mitsubishi were never duly registered in B.C. and were originally registered in Alberta and had not been properly discussed as such.
8. The Registrar asserts that the Respondent has contravened the following legislation with respect to the Mitsubishi Purchase Agreement:
 - a. The following sections from the *Motor Dealer Act Regulation* (“**MDAR**”):
 - Section 21(2)(c) of the MDAR for failing to include the name of any jurisdiction known to the motor dealer other than British Columbia in which the motor vehicle had been previously registered in a purchase agreement respecting the motor dealer’s sale of a used motor vehicle.
 - Section 23(a)(i) of the MDAR for failing to disclose to the best of the motor dealer’s knowledge and belief, in a sales agreement respecting the motor dealer’s offering to sell or selling a motor vehicle, whether the motor vehicle has been used as a taxi, police or emergency vehicle, or in organized racing;
 - Section 23(b)(i) of the MDAR for failing to disclose to the best of the motor dealer’s knowledge and belief, in a sales agreement respecting the motor dealer’s offering to sell or selling a motor vehicle, whether the used motor vehicle sustained damages requiring repairs costing more than \$2,000.00;
 - Section 23(c) of the MDAR for failing to disclose, to the best of the motor dealer’s knowledge and belief, in a sales agreement respecting the motor dealer’s offering to sell or selling a motor vehicle, whether the motor vehicle has been used as a lease or rental vehicle;
 - Section 23(d) of the MDAR for failing to disclose, to the best of the motor dealer’s knowledge and belief, in a sales agreement respecting the motor dealer’s offering to sell or selling a motor vehicle, whether the motor vehicle has been brought into the province specifically for the purpose of sale;
 - Section 33(2)(a) for failing to act with honesty and integrity in the course of business.
 - Section 33(2)(e) for making false or misleading representations in the course of business with respect to an amount charged in a consumer transaction.
 - b. Section 5(1) of the BPCPA by engaging in a deceptive act or practice in respect of a consumer transaction by making a representation that uses exaggeration, innuendo or ambiguity about a material fact or that fails to state a material fact, if the effect is misleading, specifically including terms in the Mitsubishi Purchase Agreement the Complainant had

not agreed to and adding the amount the Complainant owed on the Compass in the Mitsubishi Purchase Agreement.

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 **\$2,483.76** 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:

200-15511 123 Ave NW
Edmonton, AB T5V0C3
Attn : Legal

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

KELOWNA RIGHTRIDE GP INC. DBA
RIGHTRIDE
MOTOR DEALER# D50047)
Per:

Name of Authorized Signatory

"Original signed"

Patrick Poyner
Registrar of Motor Dealers