

FILED



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

Investigation File No.: C-24-04-146
Hearing File No.: H-25-06-004

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:

Don Dockstader Motors Ltd. dba Volvo Cars Richmond / Dockstader Subaru
(DL# 50359)

(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 under the name Don Dockstader Motors Ltd. doing business and operating as Volvo Cars Richmond / Dockstader Subaru and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. 50359.
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, Pu Yu (Emmy) Chiang ("the **Complainant**"). The investigation was conducted by VSA Investigations Officer Jared Collier and was assigned VSA File C-24-04-146 (the "**Investigation**").

AND WHEREAS:

4. On February 26, 2024, the Complainant leased a new 2024 Volvo XC40 Recharge (the "**Volvo**") from the Respondent.
5. The Respondent prepared a Motor Vehicle Lease Agreement dated February 26, 2024 (the "**Lease Agreement**") and provided it to the Complainant.
6. The Respondent offered the Complainant a VIP Package that included extra keys, leather and vinyl protection and rip, tear or burn protection (the "**VIP Package**"). The VIP Package was valued at \$799.00; the Complainant declined to purchase it.
7. The Lease Agreement was signed by the Complainant and the Respondent.

8. The cost of the Volvo was stated in the Lease Agreement as \$76,436.40. However, the Investigation revealed the actual price of the Volvo was \$72,500.00. The Respondent added \$3,936.40 to the cost of the Volvo without including an itemized list of the cost of the extra charges the Complainant was responsible for.
9. The addition of the extra \$3,936.40 resulted in an inaccurate representation of the Volvo's actual selling price.
10. After the Complainant signed the Lease Agreement, the Respondent generated a separate Platinum Autocare Agreement that included terms of purchase for the VIP Package ("**VIP Agreement**"). The Respondent forged the Complainant's signature in the VIP Agreement and submitted it to a lender.
11. The Investigation revealed that the \$3,936.40 added to the cost of the Volvo included the VIP Package the Complainant had declined.
12. The Investigation further revealed the Lease Agreement did not disclose the following declarations:
 - a. Whether the Volvo had been used as a taxi operated under a passenger directed vehicle authorization under the *Passenger Transportation Act*;
 - b. Whether the Volvo had been used as a police or emergency vehicle;
 - c. Whether the Volvo had been used in organized racing;
 - d. Whether the Volvo had sustained damage requiring repairs costing more than 20% of the asking price of the Volvo;
 - e. Whether the Volvo had been used as a lease or rental vehicle; and,
 - f. Whether the odometer of the Volvo accurately recorded the true distance travelled by the Volvo.

AND WHEREAS:

13. The Registrar asserts that the Respondent has contravened the following legislation:
 - a. The Following sections from the *Motor Dealer Act Regulation* ("**MDAR**"):
 - i. Section 21(1)(h) of the MDAR for failing to include the actual selling price of the motor vehicle in a purchase agreement respecting the motor dealer's sale of a new motor vehicle.
 - ii. Section 21(1)(l) of the MDAR for failing to include an itemized list of the cost of any other charges for which the purchaser is responsible, including insurance and license fees if they are to be added to the contract price in a purchase agreement respecting the motor dealer's sale of a new motor vehicle.

- iii. Sections 23(a)(i)(ii)(iii) 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 operated under a passenger directed vehicle authorization under the *Passenger Transportation Act*, as a police or emergency vehicle, or in organized racing.
 - iv. Section 23(b) 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 in the case of a new vehicle, sustained damage requiring repairs costing more than 20% of the asking price of the motor vehicle.
 - v. 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.
 - vi. Section 23(e) 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 odometer of the motor vehicle accurately records the true distance travelled by the motor vehicle.
 - vii. Section 33(2)(a) of the MDAR for failing to act with honesty and integrity in the course of business by forging the Complainant's signature on the VIP Agreement.
- b. Section 9(1) of the BPCPA for committing or engaging in an unconscionable act or practice in respect of a consumer transaction by forging the Complainant's signature on the VIP 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 **\$55,000.00** in relation to the subject matter of this Undertaking as per the forthcoming 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 **\$4910.74** 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 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 term 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 with this Undertaking shall 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:

Don Dockstader Motors Ltd.
dba Volvo Cars Richmond / Dockstader Subaru
338-10700 Cambie Road,
Richmond B.C. V6X1K8

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

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

**DON DOCKSTEADER MOTORS LTD. DBA
VOLVO CARS RICHMOND / DOCKSTEADER
SUBARU (MOTOR DEALER# 40116)**

Per:



Signature

Greg Harland

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