



Investigation File No.: C-23-05-033
Hearing File No.: H-24-10-004

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 Langley Mitsubishi

(DL# D50259)

(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 Langley Mitsubishi, and registered with the Vehicle Sales Authority of BC ("**VSA**") under Motor Dealer Licence No. D50259.
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**"), hereafter "the Legislation."
3. The Respondent has been the subject of an investigation launched by the VSA in response to a complaint made by a consumer, Boohar Ghaderi ("**Ghaderi**"). The complaint and investigation findings are outlined in VSA File No. C-23-05-033 and the investigation report of VSA Investigations Officer, Jared Collier ("**IO Collier**") dated July 16, 2024.

AND WHEREAS:

4. On April 8, 2023, Ghaderi purchased a 2018 Subaru Outback ("the **Outback**") from the Respondent for a price agreed upon by the parties.
5. The Motor dealer initially provided Ghaderi with a Vehicle Purchase Agreement dated April 8, 2023 (the "**Purchase Agreement**"), prepared by the Respondent, which failed to make the required declarations namely that the Outback had never been used as a lease or rental vehicle and that it had not sustained damages exceeding \$2000.
6. As part of the Outback's purchase price calculation, the Purchase Agreement also included a \$100 charge for "Air." The Respondent later admitted that this was an air conditioner tax that

should not have been included in the purchase price as this tax applies only on the purchase of new vehicles.

7. On July 16th, 2023, the Respondent forwarded their copy of the Purchase Agreement to the VSA. This copy differed from the one Ghaderi had received, having been altered to indicate the Outback was previously registered outside of British Columbia, and that it had sustained damages totaling \$8,663.24.
8. The altered purchase agreement still failed to declare the Outback had been registered in Quebec, noting only that it had been registered in Ontario.
9. The Registrar asserts that the respondent contravened the following legislation:
 - a. Section 5(1) of the BPCPA by engaging in a deceptive act or practice in respect of a consumer transaction by adding an inapplicable tax to the Outback's purchase price and by providing an altered Purchase Agreement to the VSA after the transaction was completed.
 - b. 21(3) of the *Motor Dealer Act Regulation*, ("**MDAR**"), for failure to provide Mr. Ghaderi with a duplicate copy of the purchase agreement that was signed;
 - c. Section 23(b)(ii)(c)(d) of the MDAR, by failure to include the required declarations on the 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 **\$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. Will reimburse the Registrar a total of **\$809.40** 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 a 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 MDA, MDAR, or BPCPA, as considered necessary; and
- 7. 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, BC V2Y 0E2

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

Go Langley Mitsubishi
 19360 Langley Bypass
 Surrey, BC V3S 7R2

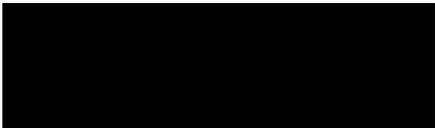
unless another address for delivery is given to the other party, in writing, by either the Registrar or the Motor Dealer.

The Respondent acknowledges that it has had an opportunity to seek legal advice regarding this Undertaking.

Go Langley Mitsubishi (MOTOR DEALER #D50259)

Per:

Dated this 1 day of 10 2024



Signature

Latha Thomas-Bock

Name of Authorized Signatory

) **ACCEPTED** by the Registrar of Motor Dealers this
) 1st day of October 2024.

) "Original signed"

) 

) Kenneth Affleck, K.C.
) Registrar of Motor Dealer

Withheld in accordance with s. 22 of FOIPPA