



FILED

By the Office of the Registrar of Motor Dealers
on October 22, 2025

Investigation File Nos.: C-24-09-387
C-24-10-175
C-24-10-252
Hearing File No.: **H-25-10-004**

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:

Pioneer Chrysler Jeep
(DL# 5224)

(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, Pioneer Chrysler Jeep, and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. 5224.
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 three investigations launched by the VSA in response to complaints made by several consumers and has agreed to comply with the terms described in this Undertaking. The parties have agreed to consolidate all three investigations into one Undertaking.

Investigation File No. C-24-09-387

WHEREAS:

4. The Respondent is the subject of an investigation launched by the VSA in response to a complaint made by consumers Stephanie and Chris Rose (the "**Rose Complainants**"). The complaint and investigation findings are outlined in VSA File No. C-24-09-387 and the investigation report of VSA investigator Tim Gallo ("**IO Gallo**") dated May 30, 2025.

AND WHEREAS:

5. In August 2024, the Rose Complainants sought to purchase a vehicle. They intended to purchase a new 2024 Dodge Durango GT Premium (the "**Durango Premium**") offered for sale by the Respondent. The transaction was to be by way of a distance sales contract as defined

by the *Business Practices and Consumer Protection Act* as the Rose Complainants reside in Prince George, B.C. while the Respondent's business location is in Mission, B.C..

6. The Respondent told the Rose Complainants they were eligible and would receive a \$10,000.00 rebate on the purchase of the Durango Premium (the "**Rebate**").
7. The distance sales contract was entered into between the Rose Complainants and the Respondent on August 22, 2024 ("Distance Sales Contract") However, the Respondents did not provide the Rose Complainants the actual selling price of the Durango Premium and an itemized list of the costs of any other charges for which the Rose Complainants were responsible for, including a Tire Levy, AC Tax, and out-of-town delivery fee.
8. Further, the Respondents did not disclose to the Rose Complainants prior to entering into the Distance Sales Contract a detailed description of the goods or services to be supplied under the contract, including relevant technical or system specifications and the Rebate the Respondent had promised to the Rose Complainants.
9. Lastly, the Respondents did not make the information in the Distance Sales Contract available to the Rose Complainants in a manner that provided them with an express opportunity to correct errors in the Distance Sales Contract prior to entering into it.

Investigation File No. C-24-10-175

WHEREAS:

10. The Respondent is the subject of an investigation launched by the VSA in response to a complaint made by consumers Daljit Singh (the "**Singh Complainant**") and Achhardeep Kaur, (the "**Kaur Complainant**"), (collectively, the "**Singh and Kaur Complainants**"). The complaint and investigation findings are outlined in VSA File No. C-24-10-175 and the investigation report of VSA investigator IO Gallo dated June 10, 2025.

AND WHEREAS:

11. On August 14, 2024, the Kaur Complainant purchased a new 2024 Dodge Durango GT Plus (the "**Durango Plus**") from the Respondent for a price agreed upon by the parties, and the Singh Complainant sold the Respondent a 2021 Dodge Charger (the "**Charger**"). Together, the Singh and Kaur Complainants made this trade-in transaction with the Respondent.
12. A Purchase Agreement dated August 14, 2024 (the "**August 14 Agreement**") was prepared by the Respondent and provided to the Singh and Kaur Complainants.
13. The Respondent admitted through its formal Response to the Consumer Complaint that there was cashback structured in the deal and added to the selling price of the Durango Plus. The Respondent also confirmed that there was negative equity on the Charger deal and that negative equity of \$26,300.00 was also added to the selling price of the Durango Plus. This was not communicated to the Singh and Kaur Complainants at the time of trade-in.
14. A review of the August 14 Agreement also shows that the Respondent failed to itemize all additional charges, including Tire Levy, AC Tax and instead added them to the total price of the Durango Plus.

Investigation File No. C-24-10-252

WHEREAS:

15. The Respondent is the subject of an investigation launched by the VSA in response to a complaint made by a consumer Lokesh Lokesh, (the "**Lokesh Complainant**"). The complaint and investigation findings are outlined in VSA File No. C-24-10-252 and the investigation report of VSA investigator IO Gallo dated June 14, 2025.

AND WHEREAS:

16. On August 16, 2024, the Lokesh Complainant purchased a 2024 Jeep Grand Cherokee (the "**Jeep**") from the Respondent for a price agreed upon by the parties.
17. A Purchase Agreement dated August 16, 2024 (the "**August 16 Agreement**") was prepared by the Respondent and provided to the Lokesh Complainant.
18. The Respondent confirmed through its formal Response to the Consumer Complaint that there was cashback structured in the deal and added to the selling price of the Jeep.
19. A review of the August 16 Agreement also shows that the Respondent failed to itemize all additional charges, including Tire Levy, AC Tax and instead added them to the total price of the Jeep.

AND WHEREAS:

Regarding Investigation File No. C-24-09-387:

19. The Registrar asserts that Respondent has contravened the following legislation:
 - a) Section 21(1)(h) and 21(1)(l) of the *Motor Dealer Act Regulation* ("**MDAR**") by making a written representation in the form of a purchase agreement respecting the Respondent's sale of a new motor vehicle and failing to include in the agreement the actual selling price of the vehicle and an itemized list of the cost of any other charges for which the Rose Complainants are responsible.
 - b) Section 33(2)(c) of the MDAR for failing to include in a written agreement representations, made, orally or in writing, by the licensee or registrant in respect of the transaction that is the subject of the agreement, specifically, failing to include the offered rebate in the written agreement.
 - c) Section 46(1) of the BPCPA for failure to disclose to the Rose Complainants, in a clear and comprehensible manner, before they entered into a distance sales contract, a detailed description of the goods or services to be supplied under the contract, including relevant technical or system specifications and the other prescribed information such as the Rebate the Rose Complainants were promised by the Respondent.
 - d) Section 47 of the BPCPA by entering into a distance sales contract in an electronic form with the Rose Complainants and failing to make the information required under section 46 available

in a manner that provided the Rose Complainants an opportunity to correct errors in the Distance Sales Agreement..

Regarding Investigation File No. C-24-10-175

20. The Registrar asserts that Respondent has contravened the following legislation:

- a) Section 21(1)(h) and 21(1)(l) of the MDAR for failing to include the actual selling price of the Durango Plus and an itemized list of the cost of any other charges the Singh and Kaur Complainants are responsible for in a purchase agreement respecting the motor dealer's sale of a new vehicle.
- b) Section 33(2)(c) of the MDAR for failing to include in a written agreement any representations made, orally or in writing, in respect of the transaction that is the subject of the agreement.
- c) 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 used innuendo or ambiguity about a material fact if the effect is misleading, specifically, adding the cashback and negative equity to the purchase price of the Durango Plus.

Regarding Investigation File No. C-24-10-252:

21. The Registrar asserts that Respondent has contravened the following legislation:

- a) Section 21(1)(h) and 21(1)(l) of the MDAR for failing to include the actual selling price of the Jeep and an itemized list of the cost of any other charges the Lokesh Complainant is responsible for in a purchase agreement respecting the motor dealer's sale of a new vehicle.
- b) Section 33(2)(c) of the MDAR for failing to include in a written agreement any representations made, orally or in writing, in respect of the transaction that is the subject of the agreement.
- c) 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 used innuendo or ambiguity about a material fact if the effect is misleading, specifically, adding the cashback to the purchase price of the Jeep.

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 **\$100,000.00** 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 **\$2528.60** 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;

