



FILED

By the Office of the Registrar of Motor Dealers
on January 7, 2026

Investigation File No.: C-25-03-247
Hearing File No.: **H-26-01-005**

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:

Vernon Titanium Autogroup Ltd.
dba Vernon Nissan
(DL #50270)

(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 Vernon Titanium Autogroup Ltd., doing business under the name Vernon Nissan, and registered with the Vehicle Sales Authority of B.C. ("VSA") under Motor Dealer License No. 50270.
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, Sanduni Dissanayake (the "Complainant"). The Consumer Complaint and investigation findings are outlined in VSA File No. C-25-03-247 and the investigation report of VSA Investigations Officer, Daryl Dunn ("IO Dunn"), dated July 7, 2025.

AND WHEREAS:

4. On March 2, 2024, the Complainant purchased a new 2024 Nissan Rogue (the "Rogue") from the Respondent for a price agreed upon by the parties.
5. A purchase agreement dated March 2, 2024 (the "Purchase Agreement") was prepared by the Respondent and provided to the Complainant.
6. The Respondent offered the Complainant a cash back deal where the Respondent would give the Complainant \$7,080.00 in cash (the "Cash Back"). The Complainant agreed and received the Cash Back. The Respondent added the Cash Back amount to the total price under the Purchase Agreement.

7. The Respondent then completed a credit application on behalf of the Complainant with the National Bank of Canada (the “**Lender**”). The Complainant was approved for financing, at which time the purchase of the Rogue was completed. The Complainant is responsible for paying the Cash Back amount to the Lender as part of the total price under the Purchase Agreement.
8. On March 17, 2025, the Complainant filed a consumer complaint against the Respondent with the VSA (the “**Consumer Complaint**”).
9. On May 21, 2025, a VSA Consumer Services Officer (“**CSO**”) notified the Respondent of the Consumer Complaint and requested a response by June 4, 2025. Despite reminders and subsequent requests, the Respondent did not provide a response until June 30th, 2025.
10. The Investigation revealed the Purchase Agreement:
 - Did not include the Respondent’s dealer registration number and instead included an incorrect registration number.
 - Did not itemize the Cash Back amount the Complainant was responsible for paying.

11. The Investigation further revealed that the Respondent did not disclose the Cash Back amount to the Lender.

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

- a. Section 13(1) of the MDA for failing to include the registration number issued to the motor dealer under the MDA in the Purchase Agreement.
- b. Section 25(1) of the MDA for failure to provide to the Registrar, following receipt of a complaint in respect of a motor dealer, the information respecting the matter complained of that the Registrar requests in writing.
- c. Section 21(1)(h) of the *Motor Dealer Act Regulation*, BC Reg 447/78 (“**MDAR**”) for failing to include the actual selling price of the Rogue in the Purchase Agreement respecting the motor dealer’s sale of a new motor vehicle, specifically by not stating the Cash Back amount that was included in the total price.
- d. 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 the Purchase Agreement respecting the motor dealer’s sale of a new motor vehicle, specifically the Cash Back amount.
- e. Section 33(2)(a)(c) of the MDAR for failing to act with honesty and integrity in the course of business, by failing to include in the Purchase Agreement any representations made, orally or in writing, by the licensee or registrant in respect of the transaction that is the subject of the Purchase Agreement, specifically, the Cash Back amount.
- f. Section 5(1) of the BPCPA by engaging in a deceptive act or practice in respect of a consumer transaction by using exaggeration, innuendo or ambiguity about a

material fact, or that fails to state a material fact or that fails to state a material fact if the effect is misleading, specifically, by excluding details of the Cash Back amount in 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 **\$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 **\$2635.04** 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:

6417 Highway 97
Vernon, B.C. V1B 3R4

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

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

ACCEPTED by Vernon Titanium Autogroup
Ltd. dba Vernon Nissan (MOTOR DEALER
#50270) this 7th day of JAN 2026.

Per:

Signature

Name of Authorized Signatory

ACCEPTED by the Registrar of Motor Dealers this
7th day of January 2025-2026

"Original signed"



Patrick Poyner
Registrar of Motor Dealers

Withheld in accordance with section 22 of FOIPPA