



**FILED**

By the Office of the Registrar of Motor Dealers  
on April 13, 2026

Investigation File No.: C-25-03-058  
Hearing File No.: H-26-02-003

**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:**

Volkswagen of Richmond  
(DL #50110)

(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 Volkswagen of Richmond and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. D50110.
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, Tahar Melakhessou (the "**Complainant**"). The Consumer Complaint and investigation findings are outlined in VSA File No. C-25-03-058 and the investigation report of VSA Investigations Officer, Katie Anderson ("**IO Anderson**") dated October 3, 2025.

**AND WHEREAS:**

4. In August of 2024, the Complainant sought to purchase a new 2024 Volkswagen Tiguan from the Respondent.
5. On August 27, 2024, the Respondent purchased a 2024 Tiguan Highline (the "**Tiguan**") from an unaffiliated dealership as a dealer transfer which represented and listed the vehicle as new on the Purchase Agreement.
6. On August 31, 2024, the Complainant purchased the Tiguan from the Respondent for a price agreed on by the parties. The Respondent prepared a Purchase Agreement dated August 31, 2024, and provided it to the Complainant.

7. The Purchase Agreement states the Tiguan was new and had an odometer reading of 10 kilometers.
8. On April 4, 2025, the Complainant filed a complaint with the Authority alleging the Tiguan was used and had previously been used as a demonstrator vehicle.
9. On July 16, 2025, the VSA forwarded the Consumer Complaint Form to the Respondent and requested that the Respondent provide their response. The Respondent provided their Response on August 15, 2025.
10. IO Anderson's investigation revealed that at the time of the sale, the Tiguan was used and had previously been a demonstrator vehicle.
11. The investigation further revealed that the Tiguan's accurate odometer reading at the time of sale was approximately 661 kilometres as opposed to the 10 kilometres represented in the Purchase Agreement.
12. The Registrar asserts that the Respondent has contravened the following legislation:
  - a. Section 21(2)(b) of the *Motor Dealer Act Regulation*, BC Reg. 447/78 for failing to include the correct odometer reading at the time of sale in a purchase agreement respecting the motor dealer's sale of a used vehicle, specifically stating the odometer reading was 10 kilometres on the Purchase Agreement when it was approximately 661 kilometres.
  - b. Section 5(1) of the BPCPA by engaging in a deceptive act in respect of a consumer transaction by misrepresenting the Tiguan as new when it was not.

**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 **\$40,000.00** 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 **\$2,257.16** representing 100% of the investigation and legal 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 199<sup>th</sup> Street  
Langley, B.C. V2Y 0E2

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

13611 Smallwood Place  
Richmond, B.C. V6V 1W8

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 Volkswagen of Richmond  
(MOTOR DEALER #50110) this 13  
day of April 2026.

Per:



Signature

Latina Thomas - Rock  
Name of Authorized Signatory

) **ACCEPTED** by the Registrar of Motor Dealers this  
) 13th day of April 2026.

) "Original signed"



) Patrick Poyner  
) Registrar of Motor Dealers

Withheld in accordance with s. 22 of FOIPPA