



FILED

By the Office of the Registrar of Motor Dealers
on May 5, 2026

Investigation File No.: C-25-05-053
Hearing File No.: H-26-05-002

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:

Langley S Dealership Ltd.
d.b.a. Go Langley Subaru
(MD#50258)

(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 under the name Langley S Dealership Ltd. in accordance with the laws of British Columbia, doing business under the name Go Langley Subaru, and registered with the Vehicle Sales Authority (the "**VSA**") under Motor Dealer Licence No. 50258.
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 consumer, Caitlin Elizabeth Evely ("**Ms. Evely**"). The Consumer Complaint and investigation findings are outlined in VSA File No. C-25-05-053 and the investigation report of VSA Investigations Officer, Colin Gelinias ("**IO Gelinias**"), dated March 11, 2026.

AND WHEREAS:

4. In October of 2024, Ms. Evely purchased a used 2023 Subaru Ascent (the "**Subaru**") from the Respondent. The Respondent itemized the Subaru's selling price as \$55,899.00 in the Purchase Agreement. The selling price included a \$5,900.00 cashback that was not itemized in the Purchase Agreement.
5. The Purchase Agreement is dated September 29, 2024. Ms. Evely claims the date on the Purchase Agreement is incorrect.
6. The Subaru was financed by the National Bank of Canada (the "**Lender**"), and the Conditional Sales Agreement indicates the financed amount as \$60,445.75. The amount to be financed stated in the Purchase Agreement is \$60,445.75.

7. The Respondent submitted a Provincial Tax Exemption Form (“PTEF”), signed by Ms. Evely that named the Respondent as the vendor and Ms. Evely as the purchaser. In the PTEF, the Respondent claimed the Subaru was delivered to land situated on a First Nations Reserve. The Respondent did not charge Ms. Evely provincial sales tax or goods and services tax.
8. The investigation of IO Gelinis revealed that the Purchase Agreement was misdated and did not include the cashback as part of the deal, but rather, it was buried in the final price. The investigation further revealed the cashback was not disclosed to the Lender and the Lender does not allow cashback on its loans.
9. Lastly, the investigation revealed that Ms. Evely took possession of the Subaru at the Respondent’s dealership and not on reserve land.
10. The Registrar asserts that the Respondent has contravened the following legislation:
 - a. Section 21(2) of the *Motor Dealer Act Regulation*, BC Reg 447/78 (“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 used motor vehicle.
 - b. Section 33(2)(i)(iii) of the MDAR by aiding, abetting or causing a person to contravene any law of British Columbia, specifically section 230(3)(c) of the *Provincial Sales Tax Act*, by allowing Ms. Evely to participate in the making of a false or deceptive entry in the PTEF.
 - c. Section 5(1) of the BPCPA for committing or 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, if the effect is misleading, specifically, not disclosing the cashback to the Lender.

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 **\$30,000.00** 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 filed Undertaking.
3. To reimburse the Registrar a total of **\$1,672.98** 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, to the following address:

19372 Langley Bypass
 Surrey, B.C. V3S 7R2

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

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

ACCEPTED by Go Langley Subaru (MD #50258) this 27 day of APRIL 2026.

Per: PHONG NGUYEN



Authorized Signatory

) ACCEPTED by the Registrar of Motor Dealers this
) 5th day of May 2026.



) Patrick Poyner
) Registrar of Motor Dealers

Withheld in accordance with section 22 of FOIPPA