



FILED

By the Office of the Registrar of Motor Dealers
on May 20, 2026

Investigation File No.: C-25-04-051
C-25-05-224
Hearing File No.: **H-26-05-003**

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:

Legacy Auto Group d.b.a. Legacy Auto Sales Inc.
(DL #30456)

(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 Legacy Auto Sales Inc. and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. D30456.
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 two investigations launched by the VSA in response to multiple consumer complaints and has agreed to comply with the terms described in this Undertaking.
4. The VSA launched the first investigation in response to a complaint made by Kevin Percy (the "**Complainant**"). The complaint is outlined in the VSA File No. C-25-04-051 and the investigation report of Bryan Reid ("**IO Reid**") dated November 17, 2025.
5. The VSA launched the second investigation in response to a complaint made by Sandie Raincock ("**Ms. Raincock**"). The complaint is outlined in the VSA File No. C-25-05-224 and the investigation by Joel Jordan ("**IO Jordan**").

AND WHEREAS:

VSA Investigation File No. C-25-04-051

6. On March 17, 2025, the Complainant sought to purchase a vehicle from the Respondent. He purchased a used 2024 Mitsubishi Mirage (the "**Mirage**") offered for sale by the Respondent. The transaction was to be by way of a distance sales contract as defined by the BPCPA, as

the Complainant resides in Kamloops, B.C., while the Respondent's business location is in Surrey, B.C.

7. The Mirage was financed by IA Auto Finance. The retail price of the Mirage was listed as \$36,306.00 on the Bill of Sale; however, the actual price was \$30,306.00 which included \$6,000.00 cash-back, which had been added to the purchase price.
8. Part of the deal was that, as this was a distance sale, the Complainant would have seven days to exchange the Mirage. Two days after receiving the Mirage, the Complainant decided to exchange the Mirage.
9. When discussing exchanging the Mirage, the Respondent informed the Complainant that the exchange would result in a higher interest rate, which would increase the bi-weekly payments. Moreover, due to the Complainant's ICBC history, he was not eligible for month-to-month payments on his insurance and had to pay 3 months upfront.
10. Due to the increased fees, the Complainant was unable to return the Mirage; however, he filed a complaint with the VSA due to poor communication on the part of the Respondent and a lack of information regarding the increased fees, which prevented him from exchanging the Mirage.
11. The investigation revealed that:
 - The Respondent offered the Complainant a \$6,000.00 cashback deal.
 - The Respondent did not include the Mirage's actual selling price in the Bill of Sale. Rather, the Respondent combined the price of the Mirage and the cashback and itemized it as the Mirage's selling price on the Bill of Sale.
 - The Respondent misstated the finance fee as a service fee on the Bill of Sale.
 - The Respondent did not properly itemize the \$2,000.00 delivery fee on the Bill of Sale. They itemized it as "Accessories" on the Bill of Sale.
 - The Respondent submitted the Bill of Sale with the inaccurate selling price of the Mirage to IA Auto Finance and did not disclose that the deal included cash-back.

AND WHEREAS:

VSA Investigation File No. C-25-05-224

12. On March 2, 2023, Ms. Raincock and her mother, Jennifer Concannon ("**Ms. Concannon**") (collectively, the "**Complainants**"), purchased a 2021 Chevrolet Equinox Premier (the "**Equinox**") from West K Auto for a price of \$42,613.00.
13. In November of 2024, the Complainants owed \$35,870.00 on the loan for the Equinox. They wanted to refinance at a lower interest rate. The Complainants agreed to have the Equinox refinanced by the Respondent. The refinancing included cash-back in the amount of \$7000.00.

14. On November 14, 2024, the Respondent refinanced the Equinox through CIBC. The Respondent named Ms. Raincock as the sole purchaser in the Purchase Agreement, but the Equinox's registration and insurance remained under Ms. Concannon's name.
15. The Respondent prepared a Conditional Sales Contract where they indicated they sold the Equinox to Ms. Raincock for \$48,657.75. The \$7,000.00 cash-back deal was included in the total price and was not disclosed to the lender.
16. The Respondent described the vehicle for purchase as a Chevrolet Equinox Premier on the Conditional Sales Contract; however, the VIN traced back to a Chevrolet Equinox LT, which is a lower-trimmed vehicle.
17. The Respondent declared in the Conditional Sales Contract that the Complainants traded in a 2019 Chevrolet Traverse vehicle with a \$36,000.00 lien. However, the Respondent and Complainants have confirmed there was no trade-in vehicle involved in this transaction.
18. The Respondent submitted the Conditional Sales Contract to CIBC for financing approval.
19. The Complainants did not purchase a vehicle from the Respondent. They sought to refinance the Equinox. After the refinancing was approved, the Complainants' loan totaled \$48,617.
20. The investigation revealed the Respondent charged the Complainants over \$5,000.00 to refinance the Equinox.
21. The Respondent did not advise the Complainants that they would have to pay over \$5,000.00 for the refinancing, and Ms. Raincock claims she would not have paid that amount for the Respondent to refinance the Equinox if it was disclosed to her.

Regarding VSA Investigation File No. C-25-04-051

22. 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**”) by failing to state the actual selling price of the motor vehicle in a Purchase Agreement respecting the motor dealer's sale of a used motor vehicle pursuant to Section 21(1)(h)(I), specifically, by combining the price of the Mirage and the cashback and itemizing that as the Mirage's selling price on the Bill of Sale and failing to properly itemize the delivery fee on the Bill of Sale.
 - b. Section 33(2)(c) of the MDAR by failing to include in a written agreement any representations made, orally or in writing, by the licensee or registrant in respect of the transaction that is the subject of the agreement, specifically by failing to include details of the cash-back in the Bill of Sale.
 - c. Section 5(1) of the BPCPA for engaging in the deceptive act or practice during a consumer transaction by using exaggeration, innuendo, or ambiguity about a material fact or that fails to state a material fact, the effect of which was misleading, specifically by failing to include the cash-back in the paperwork submitted to the lender.

Regarding VSA Investigation File No.C-25-05-224:

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

- a. Section 33(2)(a) of the MDAR for failing to act with honesty and integrity in the course of business by providing false information to the lender, specifically, submitting an application for refinancing on behalf of Ms. Raincock under the guise that Ms. Raincock was purchasing a vehicle from the Respondent when she was not and by declaring there to be a trade-in vehicle when there was not.
- b. Section 5(1) of the BPCPA for engaging in a deceptive act or practice in respect of a consumer transaction by making a representation that uses exaggeration, innuendo or ambiguity about a material fact or that fails to state a material fact, if the effect is misleading, specifically by representing to the lender that there was a trade-in vehicle in the Purchase Agreement when there was not, failing to include details of the cash-back to the lender and by making representation that the Equinox was of a higher trim level when it was not.
- c. Section 9(1) of the BPCPA for committing or engaging in an unconscionable act or practice in respect of a consumer transaction by making the terms or conditions on, or subject to, which the consumer entered into the consumer transaction were so harsh or adverse to the consumer as to be inequitable, specifically, charging the Complainants over \$5,000.00 for the refinancing of the Equinox without disclosing it to them.

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 **\$1811.92** 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:

