



FILED

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

Investigation File No.: C-25-07-274
Hearing File No.: [H-26-05-004](#)

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:

Ryan Whitford
(SP #108704)

(the "Respondent")

AND:

The Registrar of Motor Dealers

WHEREAS:

1. The Respondent is a Salesperson as defined in the *Motor Dealer Act* (the "**MDA**") and registered with the Vehicle Sales Authority (the "**VSA**") under Salesperson Licence No. 108704. He is the Finance Manager for Journey CDJR Sales Poco Ltd., incorporated in accordance with the laws of British Columbia and registered with the VSA under the name Journey Chrysler Dodge Jeep Ram Motor Dealer License No. D50153 ("**Journey**").
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 consumers, Dale Barnes ("**Ms. Barnes**") and Yolanda Dyck ("**Ms. Dyck**") (collectively, the "**Complainants**"). The Consumer Complaint and investigation findings are outlined in VSA File No. C-25-07-274 and the investigation report of VSA Investigations Officer, Joel Jordan ("**IO Jordan**"), dated April 7, 2026.

AND WHEREAS:

4. In March of 2024, Ms. Dyck was looking to finance a motor vehicle through Journey with cashback incorporated. Ms. Dyck could not finance a motor vehicle on her own and asked her neighbor, Ms. Barnes, to be her co-signer; cashback was offered as an incentive for Ms. Barnes.
5. On March 21, 2024, the Complainants visited Journey with the intent to finance a motor vehicle, with no particular motor vehicle in mind. They were assisted by the Respondent.
6. The Respondent prepared a Finance Contract with RBC (the "**Lender**") to finance a Jeep Compass. The finance contract declared the motor vehicle purchased was a 2022 Jeep Compass Trailhawk Elite 4WD (the "**Jeep Compass Trailhawk**"). The Jeep Compass Trailhawk is the highest trim in the Jeep Compass line.

7. Ms. Barnes signed the Finance Contract as the sole debtor and the Respondent submitted the application to the Lender. Ms. Dyck did not sign the Finance Contract or any other purchase documents.
8. The investigation revealed that the motor vehicle received by the Complainants was a Jeep Compass Sport FWD (the "**Jeep Compass Sport**"), not the Jeep Compass Trailhawk 4WD Elite reflected in the purchase documents.
9. The Respondent prepared a Purchase Agreement declaring the motor vehicle as a "Jeep Compass" and the price of the motor vehicle amounted to \$34,319.00. Ms. Barnes is the sole purchaser in the Purchase Agreement.
10. The Respondent sold Ms. Barnes two warranties, a Tire Guard Protection warranty at a price of \$4,000.00 and an Extended Vehicle Warranty for a price of \$9,999.00 (the "**Warranties**"). The Respondent admits he charged a price for the Warranties that grossly exceeded the price for which similar warranties are available to other consumers.
11. The lender adjudicated and accepted the \$14,000.00 in additions incorporated in the loan on the basis of the aforementioned motor vehicle misrepresentation.
12. Although Ms. Dyck was not a purchaser or debtor in the Purchase Agreement or Finance Document, the Respondent issued cashback to Ms. Dyck. The cashback was not itemized in the Purchase Agreement, and it was not disclosed to the Lender or Ms. Barnes.
13. The Registrar asserts that the Respondent has contravened the following legislation:
 - a. Section 5(1) of the BPCPA for committing or engaging in a deceptive act or practice in respect of a consumer transaction by:
 - i. Not disclosing the cashback to the Lender.
 - ii. Misrepresenting the Motor Vehicle as a 2022 Jeep Compass Trailhawk Elite 4WD when they knew it was a 2022 Jeep Compass Sport FWD; and,
 - b. Section 9(1) of the BPCPA for committing or engaging in an unconscionable act or practice in respect of a consumer transaction by:
 - i. Charging a price for the Warranties that at the time the consumer transaction was entered into, grossly exceeded the total price at which similar warranties in similar consumer transactions were readily obtainable by similar consumers.
 - ii. Issuing the cashback to Ms. Dyck instead of Ms. Barnes and not disclosing the cashback to Ms. Barnes.

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 have the following condition placed on the Respondent's Salesperson Licence:

- a. The Respondent must re-take the Salesperson course at his own cost, before continuing to work as a Salesperson within 30 days from the date of acceptance of this Undertaking;
 - b. The Respondent cannot be employed in the Finance Office of any Motor Dealer, cannot train, mentor, supervise or oversee any other person in a Finance Office role at any Motor Dealer;
 - c. While employed by a Motor Dealer, The Respondent may not act as a loan broker as defined in the Business Practices and Consumer Protection Act, or in any way act on behalf of consumers to obtain or facilitate financing, including a lease, in respect of a vehicle purchase; and cannot oversee any person acting in the capacity of a Loan Broker at any Motor Dealer;
 - d. The Respondent, while employed by a Motor Dealer, may not handle any consumer monies.
 - e. Any vehicle transactions facilitated by The Respondent must be reviewed by and signed off by a senior manager of the dealership who is not a relative of his.
 - f. The Respondent must notify the Authority prior to any change in his employment in any capacity with any Motor Dealer;
 - g. The Respondent, prior to commencing employment with a Motor Dealer, provide a copy of these conditions to the Motor Dealer; and
 - h. The Respondent, within two (2) days of commencing employment with a Motor Dealer, provide the Authority with proof, the sufficiency of which will be determined by the Authority, that he has complied with paragraph G above.
3. To reimburse the Registrar a total of **\$2,021.09** 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

