

FILED



By the Office of the Registrar of Motor Dealers
on September 3, 2026

Investigation File No.: C-26-03-163

Hearing File No.: **H-26-09-003**

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:

Harris Kia
(DL #11018)

(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 Harris Kia and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. 11018.
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 consumer complaint and has agreed to comply with the terms described in this Undertaking.
4. The VSA launched an investigation in response to a consumer complaint (the "**Consumer Complaint**") made by Uche Victor Allison ("**Mr. Allison**"). The Consumer Complaint is outlined in VSA File No. C-26-03-163 and the investigation report of Theo Hollamby dated July 14, 2026.

AND WHEREAS:

5. On November 7, 2025, Mr. Allison purchased a used 2020 Mercedes GLC 300 (the "**Mercedes**") offered for sale by the Respondent. Mr. Allison and the Respondent entered into a purchase agreement dated November 7, 2025 (the "Purchase Agreement").
6. During the investigation of the Consumer Complaint, the VSA obtained copies of the Purchase Agreement from both the Respondent and Mr. Allison. The investigation revealed that Mr. Allison's copy of the Purchase Agreement indicated that the Mercedes had not sustained damages requiring repairs over \$2,000.00 while the Respondent's copy included a handwritten statement indicating that the Mercedes had prior damage that required repairs totaling \$5,574.33.

7. The investigation further revealed the Respondent added the handwritten statement to the Purchase Agreement after it was signed by Mr. Allison and the Respondent.
8. Pursuant to section 23(b)(ii) of the *Motor Dealer Act Regulation*, BC Reg 447/78 (the "**MDAR**"), whether the Mercedes had sustained damages requiring repairs costing more than \$2,000.00 was a material fact that must have been disclosed in the Purchase Agreement.
9. 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 altering the Purchase Agreement after it was signed by Mr. Allison and the Respondent.
 - b. Section 5(1) of the BPCPA for 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, the effect of which was misleading, specifically failing to state that the Mercedes had sustained damages requiring repairs costing more than \$2,000.00 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 **\$35,000.00** 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 **\$2,293.37** 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 offence 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

Harris Kia
2575 Bowen Road
Nanaimo, B.C. V9T 3L4

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

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Signature

Name of Authorized Signatory

ACCEPTED by the Registrar of Motor Dealers this
3 day of September 2026.

) Patrick Poyner
) Registrar of Motor Dealers