



By the Office of the Registrar of Motor Dealers on June 26, 2026

Investigation File No.: C-23-12-002 Hearing File No.: H-25-06-003

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:

Alliance Motor Cars Ltd. (DL# 31175)

(the "Respondent")

AND:

The Registrar of Motor Dealers

WHEREAS:

- The Respondent is a Motor Dealer as defined in the Motor Dealer Act ("the MDA"), incorporated in accordance with the laws of British Columbia operating under the name, Alliance Motor Cars Ltd., and registered with the Vehicle Sales Authority of BC ("VSA") under Motor Dealer License No. 31175.
- 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").
- The Respondent is the subject of an investigation launched by the VSA in response to a
 complaint made by a consumer, Kelly Allemang ("Ms. Allemang"). The complaint and
 investigation findings are outlined in VSA File No. C-23-12-002 and the investigation report of
 VSA investigations officer, Bryan Reid dated April 9, 2024.

AND WHEREAS:

- On August 13, 2023, Ms. Allemang purchased a 2019 Dodge Durango ("the Durango") from the Respondent for a price agreed upon by the parties and was a distance sale.
- 5. On August 13, 2023, the Durango was delivered to Ms. Allemang in Tappen, B.C. by two salespeople. Russell Kirstein ("Mr. Kirstein") and Joshua Prasad ("Mr. Prasad"). At the time of the transaction Mr. Kirstein was not Licensed with the VSA. A further review shows Mr. Kirstein has never obtained a salesperson's license.
- Ms. Allemang signed the Motor Vehicle Purchase Agreement ("the Purchase Agreement") at the time of delivery of the Durango. Mr. Kirstein and Mr. Prasad took the signed documentation and failed to supply a copy of the Purchase Agreement or lending documents to Ms. Allemang.

- On August 31, 2023, October 3, 2023, and again on October 5, 2023, Ms. Allemang requested the Purchase Agreement and finance documents but did not receive any of the requested documents.
- Approximately three months after the transaction, Ms. Allemang received the finance contract with the assistance of another dealership that she visited.
- 9. Upon review of the Purchase Agreement supplied to the VSA, which was signed by Ms. Allemang at the time of delivery, the amount charged as a documentation fee is \$995.00. The advertised documentation fee is \$695.00. Furthermore, dealer principals Hardeep Sandhu and Rupinder Sandhu confirmed that the documentation fee advertised and charged on all vehicle sales is \$695.00.
- 10. The Registrar asserts that Respondent has contravened the following legislation:
 - a. Section 3(1)(c) of the MDA for carrying on business as a motor dealer elsewhere than at or from the business address.
 - Section 13.1 of the MDA for employing or engaging a salesperson that was not licensed under the regulations as a salesperson.
 - c. Section 21(3) of the Motor Dealer Act Regulation ("the MDAR") for failing to give a copy of the sales or purchase agreement to the purchaser at the time it was accepted by the motor dealer.
 - d. Section 9(1) of the BPCPA for committing or engaging in an unconscionable act or practice in respect of a consumer transaction by charging a documentation fee that was higher than what was advertised, in a manner that took advantage of the consumers inability to protect their interest.
 - e. Section 46(1)(2) of the BPCPA by failing to disclose the required information to the consumer before the consumer entered into a distance sales contract.

NOW THEREFORE the Respondent undertakes, acknowledges, and agrees with the Registrar:

- To comply with the MDA, MDAR, BPCPA, and the sections thereunder.
- To pay an Administrative Penalty in the amount of \$40,000 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;
- To reimburse the Registrar a total of \$2468.57 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;
- 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;

- 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;
- 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
- That any communication with the Registrar in connection with this Undertaking shall be made to the following address:

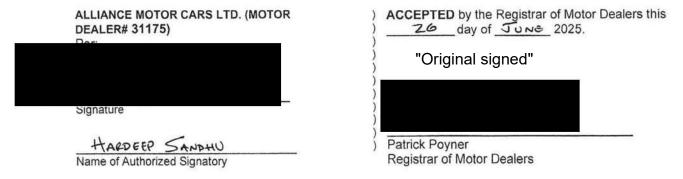
Registrar of Motor Dealers Vehicle Sales Authority of B.C. #280 – 8029 199th Street Langley, B.C. V2Y 0E2

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

Alliance Motor Cars Ltd. 90 Braid Street New Westminster, B.C. V3L 3P4

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.



Withheld in accordance with section 22 of FOIPA