



Motor
Vehicle Sales Authority
of British Columbia

**IN THE MATTER OF THE *MOTOR DEALER ACT*
AND THE *BUSINESS PRACTICES AND CONSUMER PROTECTION ACT***

UNDERTAKING

(Section 154, *Business Practices and Consumer Protection Act*)

VSA FILE # 09-70434

WHEREAS the undersigned Clover Auto Sales Ltd. is a "supplier" within the meaning of subsection 1(1) of the *Business Practices and Consumer Protection Act*;

AND WHEREAS the Registrar of Motor Dealers (the "Registrar") has reason to believe that the supplier is contravening, is about to contravene or has contravened the *Business Practices and Consumer Protection Act* or the regulations made hereunder, namely:

On or about April 8, 2009 at or near the city of Port Moody in the Province of British Columbia did commit or engage in a deceptive act or practice wherein a representation by a supplier that uses exaggeration, innuendo, or ambiguity about a material fact or that fails to state a material fact, if the effect is misleading specifically represented by their conduct and in writing to Michael De Grand Pre that a 1990 Honda Civic VIN 2HGED6443LH018973 he purchased for driving to and from work was not suitable for transportation yet arranged for a three month 3000 km warranty and arranged for insurance and licence to be placed on the vehicle while the vehicle was still on their lot contrary to section 5 (1) of the *Business Practices and Consumer Protection Act*.

NOW THEREFORE the undersigned:

1. Hereby undertakes:
 - (a) To comply with the *Business Practices and Consumer Protection Act* and the regulations made thereunder;
 - (b) To refrain from engaging in any deceptive acts or practices and more specifically selling vehicles "not suitable for transportation and is sold for parts only" and then selling or providing the purchaser with warranty on that vehicle;
 - (c) To maintain business records on each vehicle purchased and sold by Clover Auto Sales Ltd., including but not limited to written records of all transactions, vehicle history reports, repair bills, inspections conducted under the *Motor Vehicle Act*;
 - (d) Disclose all material facts about vehicles to each purchaser;
 - (e) To include in the applicable *Motor Vehicle Sales and Purchase Agreement* that if a vehicle is being sold as "not suitable for transportation and is sold for parts only" that a statement that: "The vehicle is not suitable for transportation and is sold for parts only and that the purchaser will repair the vehicle at his own expense in compliance with the *Motor Vehicle Act*.";

- (f) To reimburse Michael De Grand Pre \$299.00, plus applicable taxes, to compensate him for the cost of the warranty on the 1990 Honda Civic VIN 2HGED6443LH018973; and
- (g) To reimburse to the Registrar a total of \$1,655.04 for inspection/investigating costs relating the subject matter of this Undertaking.

- 2. Furthermore, the undersigned hereby agrees that being a condition of licensing John Paul Regehr Salesperson #102576 and Blaine Marlis Beckett Salesperson #101559 shall within 90 days take the VSA Salesperson Certification Course - Level 1 put on by the Motor Vehicles Sales Authority of BC (formerly the Motor Dealer Council of BC); and
- 3. **THE UNDERSIGNED** hereby acknowledges, represents and declares that the undersigned each have read this Undertaking and has had the opportunity to obtain independent legal advice as to its terms.

IN WITNESS WHEREOF the undersigned has set his hand and seal (attested by the hands of its duly authorized officers, if applicable):

Name: Clover Auto Sales Ltd. Dealer #30648 909 Clarke Road, Port Moody, BC V3H 1L6	
Date: Jan. 14/10	[Redacted]
Signature: [Redacted]	Title: General Manager and Owner
John Paul Regehr Salesperson #102576	

ACCEPTED by the Registrar of Motor Dealers of British Columbia this 15 day of January 2010

[Redacted Signature]

Ian Christman - Registrar of Motor Dealers