



**UNDERTAKING**

**IN THE MATTER OF THE *MOTOR DEALER ACT* R.S.B.C. 1996 c. 316 and the  
*BUSINESS PRACTICES AND CONSUMER PROTECTION ACT* S.B.C. 2004, c. 2**

**THIS UNDERTAKING** is made with an effective date of November 11, 2020

between:

Coupa Auto Sales Ltd. (DL#40302)

and:

The Registrar, Vehicle Sales Authority of BC (the "VSA")

**WHEREAS:**

1. Coupa Auto Sales Ltd. (DL#40302), (the "Dealer"), is a "registered motor dealer", as defined under the *Motor Dealer Act* R.S.B.C. 1996 c. 316 ("MDA").
2. The "Registrar of Motor Dealers," as defined under the MDA, (the "Registrar") is responsible for the administration and enforcement of the MDA, its regulations, and prescribed provisions of the *Business Practices and Consumer Protection Act* S.B.C. 2004 c. 2 (the "BPCPA");
3. After an investigation was conducted by the VSA, the Registrar received information that:
  - a. The Dealer engaged an unlicensed person, Fady Khamo to perform the transaction of the sale of a 2011 Nissan Versa (the "Vehicle") to consumer Maamoun Mahfouz;
  - b. The Dealer sold consumer Maamoun Mahfouz a vehicle that had rebuilt status without declaring that information as a material fact on the Purchase Agreement as required by the Motor Dealer Act Regulation (the "MDAR");
  - c. The Dealer also failed to declare on the Purchase Agreement that the Vehicle had previously been used as a lease vehicle;
  - d. The consumer returned the Vehicle shortly after purchasing it as he found out about the rebuilt stats. When he requested reimbursement of what he paid, \$2,500, the Dealer only agreed to return \$2,250 of it;
    - i. \$1,500 in cash; and

- ii. \$750 by way of a personal cheque from Fady Khamo, which the consumer tried to cash but was told by the bank that there were insufficient funds in the account to cover the cheque.
  - e. Although the consumer was eventually reimbursed \$2,250, that it was only after the consumer made a complaint to the VSA and an investigation was started that the Dealer put the \$750 into the account to cover the cheque;
  - f. When the VSA requested documents pertaining to the investigation, the Dealer declined to provide the requested documents.
4. The Registrar asserts that the Dealer has contravened the following legislation:
- a. Section 13.1 of the MDA for employing and engaging an unlicensed person to perform the transaction of the sale of the Vehicle;
  - b. Section 25 of the MDA for failing to provide to the VSA, documents requested for the purpose of the investigation of the consumer complaint;
  - c. Section 23(b)(ii) and (c) of the MDAR; for failing to declare the Vehicle had sustained damage over \$2,000 and had been rebuilt, and that it was previously used as a lease vehicle;
  - d. Section 4(3)(b)(iv) of the BPCPA for engaging in deceptive acts or practices.

**NOW THEREFORE** the Dealer undertakes, acknowledges, and agrees with the Registrar:

- 5. To comply with the MDA, BPCPA, and the regulations made thereunder, including but limited to, the Dealer not engaging or facilitating any unlicensed activities and making sure to always provide any requested documentation to the VSA when requested to do so;
- 6. To reimburse **\$250** to the consumer, Maamoun Mahfouz which represents the remaining amount owed to the consumer that was not initially returned when the consumer returned the Vehicle to the Dealer;
- 7. To pay an Administrative Penalty in the amount of **\$2,000** in relation to the subject matter of this Undertaking within thirty (30) days of the signing of this Undertaking;
- 8. To reimburse the Registrar a total of **\$1,228.67** representing 100% of the investigation costs incurred to date in relation to the subject matter of this Undertaking within thirty (30) days of the signing of this Undertaking;
- 9. That this Undertaking is binding on the Dealer until such time as it is either terminated in writing by the Registrar or terminated by Order of the Supreme Court of British Columbia;

10. That in addition to rendering the Dealer 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; and
11. That the Registrar may, upon breach of any part of this Undertaking by the Dealer, 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.
12. 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 199<sup>th</sup> Street  
Langley, BC V2Y 0E2

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

Coupa Auto Sales Ltd.  
13307 King George Blvd  
Surrey, BC V3T 2T3

unless another address for delivery is given to the other party, in writing, by either the Registrar or the Dealer.

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

**DATED** this 11 day of November 2020

Coupa Auto Sales Ltd. (DL#40302)

Signature: " original is signed "

Authorized signatory name: Haydar Aziz

**ACCEPTED** by the Registrar of Motor Dealers this 8<sup>th</sup> day of December 2020

"original is signed"  
Ian Christman  
Registrar of Motor Dealers