

December 7, 2018

Served via email: [REDACTED]
Administrative Review – 18-08-017

Administrative Penalty

BLUSKY ENTERPRISES LTD.
O/A AUTOMAXX
#15, 7395 11 ST SE
CALGARY, AB
T2H 2S1

Attention: Gord Moors and Chris Thin

Dear Sir(s):

**Re: Blusky Enterprises Ltd. operating as Automaxx
Automotive Business Licence No. B2015577**

As the Director of Fair Trading (as delegated), I am writing to you pursuant to Section 158.1(1) of the *Consumer Protection Act* ("CPA") to provide you with written notice of the Administrative Penalty issued under that section.

Facts

The evidence before me in relation to this matter consists of the material contained in an Application Report prepared by the AMVIC investigations department (the "Application Report") and attached as Schedule "1", as well as the information exchanged during an administrative review held at the AMVIC Calgary office on October 30, 2018. Written representations were provided to AMVIC on November 29, 2018 from the Supplier's legal counsel which is attached as Schedule "2".

Licencee Status

Blusky Enterprises Ltd. operating as Automaxx (the "Supplier") holds an automotive business licence and carries on business as an automotive sales and wholesale business in the Province of Alberta.

History

Automaxx operates five locations – three in Calgary, one in Red Deer and one in Edmonton. On January 11, 2017, there was a change of directors and the automotive business licences B1039905, B1036703 and B1035028 were re-issued as B2015577, B2015580 and B2015579 respectively. Although, there was a legal entity change, which resulted in the businesses being issued new AMVIC licence numbers, General Manager Chris Thin, (CT) and Gord Moors have been Directors of both Varsity Chrysler Dodge

Jeep Ram Ltd. and Blusky Enterprises Ltd. o/a Automaxx.. The Supplier's General Manager has continued to remain the point of contact. The Edmonton location was issued an automotive business licence on December 20, 2016 and the Red Deer location was issued a licence on November 27, 2017. In less than three years, AMVIC has received 44 consumer complaints with 26 of the complaints listed as contract issues.

In November 2015, Varsity Chrysler Dodge Jeep Ram Ltd. operating as Automaxx Automotive Sales which is now the Supplier was levied a fine of \$1,725 after being convicted of contravening Section 132(2) of the *Fair Trading Act* (now *Consumer Protection Act*) for failing to make records available for inspection as well as Section 104(1) engaging in automotive business without being the holder of an automotive sales licence (attached within Schedule "1").

In August 2016, Varsity Chrysler Dodge Jeep Ram Ltd. operating as Automaxx Automotive Sales which is now the Supplier was given a written warning for failing to provide documentation as per several requests made by an AMVIC investigator (AMVIC File 16-01-156).

On February 16, 2017, an AMVIC inspection was completed on the Supplier and various issues were identified including going over the advertised price and making claims that could not be substantiated, missing and expired Mechanical Fitness Assessments ("MFAs") and documentation issues related to false deposits, misrepresentation of fees and charges on the bill of sale ("BOS") and inaccurate mileage on the BOS. The findings were reviewed with the General Manager CT as well as a report of the findings emailed to the business. The business was advised to address the issues identified. With respect to the documentation issues, the inspection records show:

- The Supplier's BOS states that vehicles come with an "AMVIC Mechanical Inspection". The business was advised to correct this as it is a misleading statement and the documents should state "Mechanical Fitness Assessment";
- Vehicle models are not consistently disclosed on the BOS;
- A BOS dated January 21, 2017 reflects a \$4,000 deposit and that is what was reported to the financial institution. The \$4,000 was added to the selling price and there was no actual deposit taken showing false equity to the bank. This was inflated in order to help the customer qualify for financing;
- A BOS dated January 18, 2017 reflects a \$9,000 charge for accessories, however, this was actually a cash back to the customer;
- A BOS dated January 17, 2017 reflects a \$699 charge for accessories, however, this was actually a dealer documentation fee;
- A BOS dated January 20, 2017 shows a vehicle mileage of 47,521 km. The MFA completed on November 28, 2016 shows a mileage of 48,050 km.

On July 16, 2018, a follow-up inspection was completed on the Supplier. The same issues identified in the February 6, 2017 inspection were also identified in the follow-up inspection. The findings were again reviewed with CT. With respect to the documentation issues, the inspection findings show:

- The Supplier's BOS still states "AMVIC Mechanical Inspection";
- The BOS' do not consistently show the current vehicle mileage;
- The BOS' continue to show misrepresentation of fees and charges and do not have a clear breakdown as full disclosure to the client including bank fees charged. Dealer documentation fees were added to the *Personal Property Security Act* (PPSA) charge;
- The BOS' continue to show fake cash down used for deposits and reporting these deposits to the financial institution. The fake deposits were confirmed by the business.
 - BOS dated May 16, 2018 – shows a \$750 deposit
 - BOS dated February 2, 2018 – shows a \$500 deposit
 - BOS dated June 12, 2018 – shows a \$3,000 deposit
 - BOS dated June 15, 2018 – shows a \$3,000 deposit

As a result of the follow up inspection and findings, a Director's Order was issued on August 28, 2018 and was served on the Supplier outlining several contraventions of the legislation and directing the Supplier to amend its business practices in order to be in full compliance with the CPA as well as to review the CPA related regulations.

Summary of Investigation

1. On January 25, 2018, AMVIC received a complaint from a consumer ("AF") who purchased a 2011 Dodge Caravan from the Supplier on October 12, 2017. The complainant negotiated and completed the deal with the Supplier over the phone and never physically attended the automotive business. When the vehicle was delivered and the mileage of the vehicle did not reflect the mileage stated on the BOS, the consumer filed a complaint with AMVIC.
2. On February 21, 2018, a consumer services officer ("CSO") sent an email to the Supplier requesting a supplier response to the consumer complaint be completed. The email was sent to the Manager CT and he was given until March 2, 2018 to provide a response. On March 5, 2018, CT emailed the CSO and indicated he would have the complete file forwarded to her. On March 8, 2018, when the Supplier failed to provide a complete supplier response to AMVIC, the CSO forwarded the complaint to the AMVIC investigations department.
3. AMVIC investigator [REDACTED] was assigned to the investigation on April 3, 2018 and she conducted a telephone interview with AF. The complainant advised that a driver ("MB") employed by the Supplier, attended his residence to deliver the 2011 Dodge Caravan, at which time he noticed the vehicle's odometer read approximately 131,000 kilometers ("kms"), which is different than what was indicated on the BOS he signed. The BOS that the complainant signed reflected the mileage as 119,856 kms. AF stated his old 2004 Dodge Caravan was used as the \$500 deposit on the BOS and the driver drove back with his 2004 Dodge Caravan after delivering the 2011 Dodge Caravan. The distance from the Supplier (Calgary, AB) to the complainant's

residence (Edmonton, AB) is approximately 350 kms or less and not in excess of 11,000 kms which is the discrepancy noted by the complainant.

4. A BOS dated October 12, 2017, reflects mileage of 119,856 kms, no model number for the purchase vehicle being identified and a deposit of \$500 as part of the terms of settlement. There is no mention of a trade-in vehicle on the BOS. A copy of a "new lead" email deal work up sheet in the name of the Supplier's Manager whose name also appears on the BOS has handwritten notes that state \$0 down and a trade for a 2004 Dodge Caravan. The BOS also provides a disclaimer that Automaxx declares that the customer has received, reviewed, and signed a copy of a Carproof and AMVIC Mechanical Inspection. This statement is misleading and was noted in both of the inspections findings letters of February 2017 and July 2018. Finance documents in the sales jacket reflect that a cash down payment of \$500 was applied and a warranty insurance policy contract identified an odometer reading of 119,856 kms. An MFA completed on July 3, 2017 by a licenced technician and signed by the consumer and salesperson on October 12, 2017, shows an odometer reading of 131,648 kms. An internal invoice for Automaxx for the completion of the MFA shows mileage in of 131,648 kms.
5. The AMVIC investigator conducted a site visit to the Supplier on April 6, 2018, at which time copies of the deal jacket were obtained and the Supplier could not produce any record of a 2004 Dodge Caravan being traded in, a receipt of \$500 being accepted by the consumer, nor a record of a Carproof being pulled.
6. The consumer stated his 2004 Dodge Caravan was used as the \$500 deposit and he did not sell this vehicle to the Supplier's employee. CT stated the 2004 Dodge Caravan was used as the deposit and their driver paid Automaxx the \$500. Two of the Supplier's employees who were directly involved in the transaction provide conflicting verbal and written statements as to whether there was a deposit or not.
7. During the administrative review, the investigator made representations that the Supplier has been uncooperative and interfered with the investigator's ability to conduct the investigation as set out in Schedule "1". The Supplier stated, *"that they do their best to resolve issues with complaints. As a dealer they take their role seriously and want to care for their customers."* According to the Supplier, on an annual basis their volume of sales is approximately 1,800 vehicles and they are currently at 1,504 vehicles sold to date.
8. The AMVIC investigator identified that no BOS was completed between the consumer and the driver of the Supplier for the 2004 Dodge Caravan. It was further revealed that the Supplier's employee has in fact curbed this vehicle. The Supplier indicated the driver paid for the vehicle with his own money and they have no knowledge of what the driver did with the vehicle afterwards.

9. The Supplier does not believe they have breached the legislation. The Supplier apologized for not completing the supplier responses in a timely manner but given the large volume of sales stated, "they are not always able to make the required deadlines." When the Supplier became aware of the clerical issue with respect to the mileage of the consumer's vehicle the warranty card was updated and backdated. In addition, the Supplier purchased a remote car starter for the consumer at no charge.
10. The Supplier stated, "they have taken steps to improve its business practices." This includes as part of their advertising the removal of their signage that promoted "100% Approval" and "Everyone Approved" and provided pictures of their signs. The Supplier now photographs the odometer reading and condition of the vehicle prior to delivering any vehicles to a consumer and ensures the mileage is accurate. The Supplier emailed the Director on November 1, 2018, advising that they now have a new BOS, which they are implementing to be compliant with the new legislation. The Supplier advised that they have spoken to the lending institutions they utilize and were informed that there is no longer a requirement on their part to list a required down payment on the BOS, depending on the loan to value ratio, which will address the erroneous down payments on the BOS as identified from the inspections conducted.
11. Ms. Styczen, legal counsel for Automaxx did not dispute the material facts as presented by the AMVIC investigator. However, she indicated that 44 consumer complaints is a relatively small number given the high volume of used sales of the Supplier and taking into account a large number of the complaints were in fact dismissed. Ms. Styczen indicated the recommended administrative penalty put forward by AMVIC investigations was excessively unreasonable given the consumer was not defrauded or misled.
12. On November 29, 2018, the Supplier provided AMVIC with its written representations to the Proposed Administrative Penalty see Schedule "2". The Supplier disagrees with several of the findings made by the Director, the appropriateness of an administrative penalty and in the event an administrative penalty is warranted, with the quantum amount that was proposed. The Supplier states, *"none of the identified breaches resulted in any loss to consumers, were made in an attempt to mislead consumers, and most of the breaches can be characterized as clerical in nature"*.

Legislation

Automotive Business Regulation ("ABR")

Records

Section 9

In addition to the requirement to create and maintain financial records in accordance with Section 132(1) of the Act, every business operator and former business operator must maintain all records and documents created or received while carrying on the

activities authorized by the licence for at least 3 years after the records were created or received.

General Codes of Conduct

Section 12

Every business operator must comply with section 6 of the Act and in addition must

- (a) Not make any representations, statements or claims that are not true or are likely to mislead a consumer,
- (e) Not make any verbal representations regarding contracts, rights or obligations that are not contained in written contracts;

Consumer Protection Act ("CPA")

Unfair practices

Section 6

- (1) In this section, "material fact" means any information that would reasonably be expected to affect the decision of a consumer to enter into a consumer transaction.
- (2) It is an unfair practice for a supplier, in a consumer transaction or a proposed consumer transaction,
 - (c) to use exaggeration, innuendo or ambiguity as to a material fact with respect to the consumer transaction;
- (4) Without limiting subsections (2) and (3), the following are unfair practices if they are directed at one or more potential consumers:
 - (a) a supplier's doing or saying anything that might reasonably deceive or mislead a consumer;
 - (f) a supplier's representation that goods have or have not been used to an extent that is different from the fact.

Duty to maintain records

Section 132

- (1) Every licensee and former licensee must create and maintain
 - (a) complete and accurate financial records of its operations in Alberta for at least 3 years after the records are made, and
 - (b) other records and documents described in the regulations for the period specified in the regulations.
- (2) Every licensee and former licensee must make the records referred to in subsection (1) available for inspection by an inspector at a place in Alberta and at a time specified by the inspector.

Administrative Penalties

Notice of administrative penalty

Section 158.1

- (1) If the Director is of the opinion that a person
- (a) has contravened a provision of this Act or the regulations,
 - or
 - (b) has failed to comply with a term or condition of a licence issued under this Act or the regulations,
- the Director may, by notice in writing given to the person, require the person to pay to the Crown an administrative penalty in the amount set out in the notice.
- (2) Where a contravention or a failure to comply continues for more than one day, the amount set out in the notice of administrative penalty under subsection (1) may include a daily amount for each day or part of a day on which the contravention or non-compliance occurs or continues.
- (3) The amount of an administrative penalty, including any daily amounts referred to in subsection (2), must not exceed \$100 000.
- (4) Subject to subsection (5), a notice of administrative penalty shall not be given more than 3 years after the day on which the contravention or non-compliance occurred.
- (5) Where the contravention or non-compliance occurred in the course of a consumer transaction or an attempt to enter into a consumer transaction, a notice of administrative penalty may be given within 3 years after the day on which the consumer first knew or ought to have known of the contravention or non-compliance but not more than 8 years after the day on which the contravention or non-compliance occurred.

Right to make representations

Section 158.2

Before imposing an administrative penalty in an amount of \$500 or more, the Director shall

- (a) advise the person, in writing, of the Director's intent to impose the administrative penalty and the reasons for it,
- and
- (b) provide the person with an opportunity to make representations to the Director.

Analysis – Did the Supplier fail to comply with the provisions of the CPA and ABR?

The material which formed the Application Report was the result of a complaint (case file 18-08-017) from a consumer, who purchased a 2011 Dodge Caravan from the Supplier. The issue presented by the investigator that led to the administrative review of the Supplier, was whether or not the Supplier breached sections of the CPA and ABR. The findings of the Application Report including the history of the Supplier with AMVIC, the two AMVIC inspections, the information exchanged during the administrative review and the written representations dated November 29, 2018 to the Proposed Administrative Penalty, is what has been relied upon in relation to this Administrative Penalty.

The Supplier had been given the opportunity to implement changes to ensure business practices are being brought into compliance with the legislation. However, it is evident the Supplier did not make any significant changes to their business practices since the initial inspection which was completed on February 6, 2017. Eighteen months after the initial inspection, the Supplier has implemented a new BOS (November 1, 2018). The most recent inspection of July 16, 2018, identified issues not limited to: the Supplier's BOS stating "AMVIC Mechanical Inspection", not consistently showing the current vehicle mileage of the vehicle, continuing to show fake cash down used for deposits and reporting these deposits to the financial institution. In the consumer transaction with AF on January 25, 2018, the BOS included the disclaimer that "Automaxx declares that the customer has received, reviewed, and signed a copy of Carproof and AMVIC Mechanical Inspection". This statement is misleading as it is a Mechanical Fitness Assessment and not an inspection. A Carproof was not contained in the dealer jacket and there is no record a Carproof was being obtained by the Supplier and provided to the consumer. The mileage on the BOS provided to consumer AF was not accurate. The Supplier indicated that AF provided a \$500 cash deposit, when that was not the case. This indicates that the Supplier continues to show fake cash down for deposits and reports these deposits to the financial institution. These contraventions may not result in a loss to a consumer, however in the opinion of the Director it can be characterized as fraudulent in nature and do not accurately reflect the transaction between the consumer and the Supplier and what is being reported to the lending institutions.

The Warranty Insurance Policy and the BOS that was signed on October 12, 2017 by AF indicated that the 2011 Dodge Caravan had 119,856 kms on it. However, the MFA that was dated July 3, 2017 and that was signed on October 12, 2017 by the salesperson and AF stated 131,648 kms. Contrary to Sections 12(a) of the ABR, 6(2)(c) and 6(4)(a) and (f) of the CPA, the Supplier's misrepresentation on the BOS and the Warranty Insurance Policy misled the consumer to believe the 2011 Dodge Caravan had approximately 11,000 kms less than it did. Additionally the BOS that was in the sale jacket indicated that AF was going to be putting \$500 cash down on the purchase of the 2011 Dodge Caravan. However, the consumer never gave the Supplier a cash deposit of \$500, instead AF gave the Supplier's employee a 2004 Dodge Caravan on trade-in to replace of the \$500 deposit upon delivery of the 2011 Dodge Caravan. However, these arrangements occurred but were not reflected on the BOS signed by AF or the Supplier. The Supplier stated they were not involved in the "curbing" of the vehicle and were misled by the delivery driver of the transaction. As per Section 166 of the CPA, the Supplier is vicariously liable for the actions of their employees and the investigation revealed that the Supplier's employee had in fact

curbed the consumer's vehicle after purchasing it from the dealership. These representations are different from the fact, misleading to the consumer and ambiguous to the material facts set out in the consumer transaction. The statements and representations in written contracts need to be accurate and conform to the legislation. The Supplier's business practices with regards to this consumer transaction contravenes Sections 12(a) and (e) of the ABR and Sections 6(2)(c) and 6(4)(a) of the CPA.

During the investigation, the Supplier was unable to provide the investigator with a BOS for the sale of the 2004 Dodge Caravan from AF to Automaxx and from Automaxx to the Supplier's employee. In addition, the Supplier could not produce a receipt for receiving \$500 cash down from the consumer or provide a copy of the Carproof that was pulled, reviewed and given to the consumer as indicated on the BOS. As a result of the investigations, it was identified that the Supplier failed to accurately maintain their business records contravening Section 9 of the ABR and Section 132 of the CPA. Based on the evidence before me it is evident that the Supplier has no regard for the regulator or the legislation and has contravened Sections 9, 12(a) and (e) of the ABR and Sections 6(2)(c), 6(4)(a) and (f) and 132 of the CPA.

The Supplier in their representations stated, *"none of the breaches were made in an attempt to mislead consumers, and most of the breaches can be characterized as clerical in nature"*. Had the Supplier changed their business practices after the first AMVIC inspection on February 16, 2017, to include implementing checks to verify the accuracy of the information such as the mileage and deposits, this complaint may not have arisen

Resources to help businesses understand their obligations under Alberta's consumer protection laws are available on AMVIC's website. AMVIC follows a progressive enforcement model when enforcing consumer protection laws. Administrative action may include a written warning, condition(s) added to the licence, charges under the legislation, Administrative Penalty, Director's Order, Undertaking, and suspension or cancellation as outlined in Section 127 of the CPA. When determining an appropriate enforcement measure, the Director of Fair Trading (as delegated) will consider several factors before making his decision to ensure what level of enforcement is appropriate to the contravention. The Director considered several factors when determining the amount of the Administrative Penalty, which include: compliance issues in the past or whether the contravention was repeated, systemic, or a one-time occurrence, the willingness of the licensee to make changes to address the contraventions and the steps the licensee has voluntarily taken, the seriousness of the contraventions, the goals of enforcement, the individual circumstances and what is in the public interest. The Supplier has previously received a fine through the provincial courts for contraventions of the legislation, as well as a written warning for not maintaining proper records. In addition, as a result of the follow up inspection and findings, a Director's Order was issued and served as recently as August 28, 2018 and was served on the Supplier outlining several contraventions of the legislation and directing the Supplier to amend its business practices in order to be in full compliance with the CPA, as well as to review the CPA related regulations.

The goal of the first AMVIC inspection was to work with the Supplier and provide education to bring the Supplier into compliance with the legislation. An Undertaking was not considered in this instance as the Director is not completely satisfied that the contraventions have ceased. The mitigating factors in this matter is the Supplier updated and backdated the warranty card for the consumer and purchased a remote car starter for the consumer at no charge. In addition, the Supplier has advised that they have started to change some of their business practices in order to comply with the legislation including the implementation of a new BOS, as indicated in an email the Supplier sent to the Director on November 1, 2018. The aggravating factors include the seriousness of the contraventions or failures to comply, the Supplier's inability to comply with the rather straight forward requirements of the legislation and willful disregard for the rules. At the administrative review, the Supplier did not take responsibility or acknowledge that their business practices are non-compliant with the legislation. The Supplier has not taken the regulator seriously or made timely meaningful changes to its business practices to conform to the legislation until they were facing additional administrative action. Taking steps to satisfy a consumer does not compensate or justify contravening the legislation.

There exists an onus on the Supplier to do their due diligence and ensure they are complying with the law. As stated in the Supreme Court of British Columbia in *Windmill Auto Sales & Detailing Ltd. v. Registrar of Motor Dealers*, 2014 BCSC 903 addressed the issue of the onus and responsibility the Supplier has when operating within a regulated industry. The court at paragraph 59 stated:

In my view, it is incumbent upon a party that operates within a regulated industry to develop at least a basic understanding of the regulatory regime, including its obligations under the regime, as well as the obligations, and the authority, of the regulator.

This Administrative Penalty is taking into account the contraventions of the legislation found during the investigation regarding case file 18-08-017. However, the Supplier's history with AMVIC including the findings letters of the two inspections conducted which identified continued non-compliance with the legislation and the outlined progressive enforcement against the Supplier cannot be ignored. In determining the Proposed Administrative Penalty, the Director also reviewed previous Administrative Penalties and Appeal Panel decisions and the nature and amount of Administrative Penalties issued by AMVIC to other business operators in similar circumstances. An Administrative Penalty must be sufficient in that the Supplier and other Suppliers do not view the amount of the penalty as a cost of doing business that is preferable to following the law. The overall goal of applying an enforcement measures needs to be responsive to and appropriate for the particular facts of the non-compliance, encourage future compliance by the Supplier and within the industry as a whole, reduce the risk of further harm, and change the behavior of the non-compliant Supplier.

Action

In accordance with Section 158.1(a) of the CPA and based on the above facts, I am requiring that Blusky Enterprises Ltd. o/a Automaxx pay an Administrative Penalty. This is based on the evidence presented by the AMVIC investigations department and contained in the Application Report that Blusky Enterprises

Ltd. o/a Automaxx contravened Sections 9, 12(a) and (e) of the ABR and Sections 6(2)(c), 6(4)(a) and (f) and 132 of the CPA.

Taking into consideration all the representations made by the Supplier and the representations made by AMVIC's investigations department, the amount of the Administrative Penalty is **\$9,000**.

The amount takes into consideration the factors outlined in Section 2 of the Administrative Penalties (*Consumer Protection Act*) Regulation, AR 135/2013 and the principles referenced in *R v Cotton Felts Ltd., (1982), 2 C.C.C (3d) 287 (Ont. C.A.)* as being applicable to fines levied under regulatory legislation related to public welfare including consumer protection legislation. In particular the Director took into account:

1. The seriousness of the contraventions or failure to comply;
2. The fact that the dealership is well established and been in business for many years with a significant volume of sales;
3. The previous history of enforcement and non-compliance identified from the first inspection to the consumer complaint as well as not being rectified by the time of the second inspection;
4. The potential harm to the public of the types of conduct outlined, including the fact of representations that are different from the fact, misleading to the consumer and ambiguous to the material facts set out in the consumer transaction;
5. The degree of willfulness or negligence in the contravention or failure to comply;
6. Previous Administrative Penalties issued to business operators by AMVIC in similar circumstances; and
7. The maximum penalty under Section 158.1(3) of the CPA of \$100,000.

The amount of the Administrative Penalty is \$9,000.

Pursuant to Section 3 of the Administrative Penalties (*Consumer Protection Act*) Regulation, you are required to submit payment within thirty (30) days of the date of service of this notice. Failure to pay the Administrative Penalty will result in a review of the licence status. Payment may be made payable to the "Government of Alberta" and sent to AMVIC at:

Suite 303, 9945 – 50th Street
Edmonton, AB T6A 0L4.

If payment has not been received in this time period, the Notice may be filed in the Court of Queen's Bench and enforced as a judgement of that Court pursuant to Section 158.4 of the CPA and further disciplinary action will be considered.

Section 179 of the CPA allows a person who has been served a notice of administrative penalty to appeal the penalty. To appeal the penalty, the person must serve the Minister of Service Alberta

Minister of Service Alberta
103 Legislature Building
10800 - 97 Avenue NW
Edmonton, AB
Canada T5K 2B6

with a notice of appeal within 30 days after receiving the notice of Administrative Penalty. The appeal notice must contain your name, your address for service, details of the decision being appealed and your reasons for appealing.

Pursuant to Section 180(4) of the CPA, service of a notice of appeal operates to stay the Administrative Penalty until the appeal board renders its decision on the appeal or the appeal is withdrawn.

Under Section 4 of the Administrative Penalties (*Consumer Protection Act*) Regulation, the fee for appealing an Administrative Penalty is the lesser of \$1,000 or half the amount of the penalty. As such, the fee for an appeal of this Administrative Penalty, should you choose to file one, would be \$1,000.

Yours truly,

"original signed by"

AMVIC
Gerald Gervais, Registrar
Director of Fair Trading (as Delegated)

/cz
Encl.

cc: [REDACTED] Senior Manager of Investigations, AMVIC