

November 1, 2024

Administrative Review – 24-07-009
Served via email: [REDACTED]

Administrative Penalty

2189596 ALBERTA LTD.
o/a CALGARY HYUNDAI
1920 23 STREET NE
CALGARY, AB
T2E 8N3

Attention: Lief Sorensen

Dear Lief Sorensen:

**Re: 2189596 Alberta Ltd. operating as Calgary Hyundai
– Provincial Automotive Business Licence No. B2028251**

As the Director of Fair Trading (as delegated) (the “Director”), 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 Alberta Motor Vehicle Industry Council (“AMVIC”) investigations department application report (the “Application Report”) prepared by the investigator and the senior manager of investigations. A copy of the Application Report is attached as Schedule “A” to this letter. I have also taken into consideration the information exchanged during an administrative review held via teleconference call on Aug. 27, 2024.

Licensee Status

2189596 Alberta Ltd. operating as Calgary Hyundai (the “Supplier”) holds an AMVIC business licence and carries on the business activities of new sales, used sales, wholesale, leasing, garage and agent or broker in the Province of Alberta.

The Supplier has been in business since 1997. The current dealer principal took ownership July 2, 2019. The Supplier has 20 salespeople and employs approximately 72 employees. The Supplier’s annual volume of sales for new and used sales is approximately 1,000 vehicles.

Previous Education

On May 7, 2021, the Supplier was issued a Findings Letter in relation to an AMVIC investigation (case file 21-02-147) for numerous alleged breaches of the legislation including but not limited to adhering to all-in pricing in which a consumer was overcharged \$560. The consumer was reimbursed the \$560 by the Supplier. The Supplier was provided with the applicable legislation and educated to ensure that all advertised prices must include all fees and charges the Supplier intends to charge the consumer.

On Nov. 25, 2021, the Supplier was issued a Findings Letter in relation to an AMVIC investigation (case file 21-11-250) for having an unregistered salesperson acting as a designated agent on their behalf.

On July 6, 2022, the Supplier was issued a Findings Letter in relation to an AMVIC investigation (case file 22-01-038) in which a consumer was charged for items that should have been included in the advertised all-in price as well as compliance issues with their bill of sale ("BOS") and advertising. The Supplier was further instructed that the advertised price must include all fees and charges they intend to charge the consumer.

As a result of an agreed upon voluntary Undertaking, on Dec. 14, 2023 the Supplier was inspected by an AMVIC industry standards officer. On Dec. 18, 2023, an Inspection Findings Letter was issued that addressed compliance concerns with regards to the Supplier's advertising, Mechanical Fitness Assessments ("MFA") and BOS.

Enforcement History

In the last two years the Supplier has been subject to two AMVIC administrative enforcement actions. The administrative enforcement actions were the result of consumer complaints AMVIC received regarding the Supplier that were investigated by AMVIC's investigation department.

On Feb. 28, 2023, an Administrative Penalty in the amount of \$20,000 was imposed on the Supplier in which the Supplier misled a consumer and sold a vehicle over the advertised price. The Supplier appealed the Administrative Penalty and after a joint proposed sanction was put forward and accepted by the Appeal Board, the Administrative Penalty was varied to \$15,000 as per the Appeal Board decision dated Dec. 17, 2023.

As a result of an administrative review held on June 13, 2023, the Supplier voluntarily entered into an Undertaking on June 25, 2023. The Supplier undertook, among other things, to ensure they do not engage in acts or practices that were described in the Undertaking, to ensure their BOS is completed in compliance with Section 31.2 of the Automotive Business Regulation ("ABR"), and to maintain accurate business records and documents as required by the legislation. In addition, the Supplier agreed to pay \$750, which represented a portion of the costs AMVIC incurred to investigate the matter.

Summary of Investigation

1. In November 2022, AMVIC received a consumer complaint (case file 22-11-197) alleging that a consumer had been misled which resulted in his credit being affected and being sold a vehicle that will not pull his trailer.

2. On Dec. 18, 2021, a consumer ("JC") traded a 2016 Ford F-350 (the "F-350") towards the purchase of a 2015 Ford F-150 Platinum, (the "F-150"). In order to get financed, the salesperson for the Supplier told JC he would need to re-finance his wife's 2019 Ford Fusion (the "Fusion") as he was listed as a co-signer. When the paperwork was returned for the new loan for the Fusion, the loan documents listed his wife as a co-buyer and JC listed as the primary borrower. On the F-150, JC is listed as the sole borrower. JC questioned the reason he was listed as the primary borrower on the Fusion as he thought he could not be attached to two loans at the same time but signed the paperwork and took delivery of the F-150.
3. The Supplier told JC to stop making payments on his existing loan for the F-350 as the Supplier would be paying the loan off.
4. JC traded in his F-350 as he was looking to downsize his vehicle but needed a vehicle that could pull his trailer. When he was sold the F-150, he alleges the Supplier told him, the F-150 could pull his trailer which has an empty weight of 13,500 pounds.
5. Given JC's credit, the Supplier sent JC text messages that state, *"Ok so this how this is going to happen, we will have your trade listed on the bill of sale, our company will write a faux cheque stating we're going to payout your previous loan..after [sic] we have the new loan funded, you will drop off your vehicle at regal auctions..and [sic] voluntarily repo your truck, you will sign some papers and it's done"* (see Schedule "A"; Exhibit 6).
6. Records from the Supplier's accounting department (see Schedule "A"; Exhibit 3) provide evidence that a fake cheque dated Dec. 30, 2021 was made out to "VW Credit Canada Inc." in the amount of \$43,700 in relation to the lien payout for JC's 2016 Ford F-350, however the lien was never paid out.
7. JC did not understand or agree to what the Supplier wanted in regards to the repossession of the F-350 and chose to deliver the F-350 to the Supplier as a trade-in when he accepted delivery of the F-150. JC did not sign any documents for repossession.
8. The Supplier completed two different bills of sale in the sale of the F-150. One BOS lists no trade-in while the other BOS lists the trade-in of the F-350.
9. As a result of the transactions with the Supplier, including the repossession of the F-350 and being listed as the primary borrower for two vehicles has affected JC's credit and he alleges that the F-150 cannot pull his trailer. JC attempted to trade in the F-150 however, due to the negative impact on his credit and the negative equity due to his transaction with the Supplier, the Supplier was no longer able to obtain financing for JC.
10. When JC was having some repair work completed on the F-150 several weeks after the consumer transaction is when he became aware that his F-350 was not sold by the Supplier but had been taken to auction and repossessed.
11. The Supplier provided a Supplier response to AMVIC on Nov. 25, 2022 in which the Supplier states, *"We are fully aware of (JC's) position. There was some poor advice an ex-employee gave him during the transaction that is not indicative of our store standards, however JC was complicit in the prepossession [sic] of his vehicle"*.

12. The AMVIC investigator confirmed with Regal Auction that JC did not deliver the F-350 to them and that delivery of the F-350 to Regal Auction was made by an employee for the Supplier. An employee for the Supplier further confirmed he accepted the keys for the F-350 from JC and parked the F-350 in the storage compound to the north of the Supplier.
13. In an email dated March 13, 2023, the general sales manager for the Supplier stated that former employees including the general sales manager at the time were looking to leave the Supplier to work for a newly established company. She outlines that since taking over the role of general sales manager, she has encountered many instances in which the owner/director and the Supplier's accounting department appear to have been intentionally misled to what she feels to be *"rogue' ex-staff members who seem to have enacted a strategy of maximizing their own personal profit at any cost"* (see Schedule "A", Exhibit 14).
14. During the administrative review, the Director identified to the Supplier that the MFA in relation to the F-150 was given to JC after the BOS date contrary to legislative requirements.
15. During the administrative review, the Supplier did not dispute the facts put forward by the AMVIC investigator and took responsibility for the actions of former employees who are no longer employed in the automotive industry.
16. The Supplier unsuccessfully attempted to resolve this matter with JC. Given JC's poor credit and negative equity a mutual resolution was not achieved.
17. The Supplier advised that since becoming aware of gaps in their sales process they have implemented practices in which every consumer transaction is reviewed by multiple individuals in an effort to prevent any irregularities and to conform to the legislative requirements.
18. On Sept. 26, 2024, the proposed Administrative Penalty was sent to the Supplier. The proposed Administrative Penalty provided the Supplier an opportunity to make written representations with respect to the matter by 12:00 p.m. noon on October 28, 2024. The Supplier did not provide any written representations in response to the proposed Administrative Penalty.

Legislation

Automotive Business Regulation

Bill of sale

Section 31.2

(1) A business operator engaged in automotive sales must use a bill of sale that includes the following:

- (a) the name and address of the consumer;
- (b) the number of the government-issued identification that the business operator uses to confirm the identity of the consumer;
- (c) the name, business address and licence number of the business operator;
- (d) if a salesperson is acting on behalf of the business operator, the name and registration number of the salesperson;
- (e) the make, model and model year of the vehicle;

- (f) the colour and body type of the vehicle;
- (g) the vehicle identification number of the vehicle;
- (h) the date that the bill of sale is entered into;
- (i) the date that the vehicle is to be delivered to the consumer;
- (j) an itemized list of all applicable fees and charges the consumer is to pay, including, without limitation:
 - (i) charges for transportation of the vehicle;
 - (ii) fees for inspections;
 - (iii) fees for licensing;
 - (iv) charges for warranties;
 - (v) taxes or levies, including GST;
- (k) the timing for payment by the consumer of the fees and charges under clause (j);
- (l) an itemized list of the costs of all extra equipment and options sold to the consumer in connection with the vehicle or installed on the vehicle at the time of sale;
- (m) the total cost of the vehicle, which must include the fees, charges and costs listed under clauses (j) and (l);
- (n) the down payment or deposit paid by the consumer, if any, and the balance remaining to be paid;
- (o) if the consumer is trading in another vehicle to the business operator in connection with the purchase of the vehicle,
 - (i) information about the vehicle being traded in, and
 - (ii) the value of the trade-in allowance incorporated into the cost of purchase of the vehicle;
- (p) the balance of any outstanding loan that is incorporated into the cost of purchase of the vehicle;
- (q) if, in connection with the purchase of the vehicle, the business operator enters into a credit agreement with the consumer or arranges a credit agreement for the consumer, the disclosure statement required under Part 9 of the Act;
- (r) an itemized list of any items or inducements the business operator agrees to provide with the vehicle at no extra charge;
- (s) the odometer reading of the vehicle at the time the bill of sale is entered into, if the vehicle has an odometer and the odometer reading is available to the business operator;
- (t) the maximum odometer reading of the vehicle at the time of delivery to the consumer if the vehicle has an odometer and
 - (i) the odometer reading is not available to the business operator at the time the bill of sale is entered into, or
 - (ii) the vehicle is a new, specifically identified vehicle;
- (u) any mechanical fitness assessment that has been issued under the Vehicle Inspection Regulation (AR 211/2006);
- (v) any disclosure statement or documentation respecting a vehicle's previous use, history or condition, including disclosure statements or documentation required under the laws of another jurisdiction;
- (w) a declaration that the business operator has disclosed to the consumer the information required under section 31.1.

(2) The business operator must ensure that all restrictions, limitations and conditions imposed on the consumer under the bill of sale are stated in a clear and comprehensible manner.

Liens

Section 31.5

If a business operator engaged in automotive sales knows that a vehicle is subject to a lien, the business operator must, within 7 days of the date that the business operator sells the vehicle, pay the amount owing under the lien to the lienholder.

Consumer Protection Act

Interpretation of documents

Section 4

If a consumer and a supplier enter into a consumer transaction, or an individual enters into a contract with a licensee and the licensee agrees to supply something to the individual in the normal course of the licensee's business, and

- (a) all or any part of the transaction or contract is evidenced by a document provided by the supplier or licensee, and
- (b) a provision of the document is ambiguous,

the provision must be interpreted against the supplier or licensee, as the case may be.

Unfair practices

Section 6

(4) Without limiting subsections (2) and (3), the following are unfair practices if they are directed at one or more consumers or potential consumers:

- (a) a supplier's doing or saying anything that might reasonably deceive or mislead a consumer;

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.

Vicarious liability

Section 166

For the purposes of this Act, an act or omission by an employee or agent of a person is deemed also to be an act or omission of the person if the act or omission occurred

- (a) in the course of the employee's employment with the person, or
- (b) in the course of the agent's exercising the powers or performing the duties on behalf of the person under their agency relationship.

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 consumer complaint received by AMVIC alleging a consumer was misled, sold a vehicle that did not meet his needs and as a result of his transactions with the Supplier his credit was negatively affected (AMVIC case file 22-11-197).

A. Mislead and Deceive (CPA Section 6(4)(a))

In order to get financed, the salesperson for the Supplier told JC he would need to re-finance his wife's Fusion as he was listed as a co-signer. When the paperwork was returned for the new loan for the Fusion, the loan documents listed his wife as a co-buyer and JC listed as the primary borrower. On the F-150, JC is listed as the sole borrower. JC questioned the reason he was listed as the primary borrower on the Fusion as he thought he could not be attached to two loans at the same time but signed the paperwork and took delivery of the F-150.

JC received text messages from the Supplier advising him to take his F-350 to Regal Auction and to voluntarily surrender his F-350 for repossession. JC did not understand or agree to what the Supplier was directing him to do and chose to deliver the F-350 to the Supplier as a trade-in as listed on the BOS he signed when he accepted delivery of the F-150.

The Supplier drafted a "faux" or fake cheque stating they were going to payout the outstanding lien on the F-350 after JC's new loan was funded. The Supplier never paid out the lien. The resulting

repossession of the F-350 as well as being listed as a primary borrower on two vehicles has negatively affected JC's credit.

The Supplier told JC to stop making payments on his F-350 as they would be paying off the existing loan. Then Supplier then failed to pay out the lien as stated on the BOS.

The general sales manager for the Supplier comments in her email to AMVIC dated March 13, 2023 that she has encountered many instances in which the owner/director and the Supplier's accounting department appear to have been intentionally misled to by what she feels to be *"'rogue' ex-staff members who seem to have enacted a strategy of maximizing their own personal profit at any cost."*

On a balance of probabilities the Director finds that the Supplier through their actions and words misled JC contrary to Section 6(4)(a) of the CPA.

B. BOS Issues (ABR Section 31.2)

On Oct. 31, 2018, legislation was put into effect with regards to BOS requirements. Between Sept. 25, 2018 and Nov. 6, 2018 AMVIC sent out a number of industry bulletins, updated the AMVIC website with information regarding the legislative amendments, sent multiple bulletins to inform the industry and the public regarding the changes, updated social media regularly, sent out a special edition of the IMPACT newsletter to the industry regarding the legislative changes and all AMVIC employees had an email signature attached to staff emails regarding the legislative changes. These are just a few of the initiatives that AMVIC took to ensure all licensees were advised of the legislative changes that were coming into effect on Oct. 31, 2018 regarding the BOS.

In reviewing the documentation before me, in the sale of the F-150, the Supplier produced two different bills of sale. One BOS lists no trade-in while the other BOS lists the trade-in of the F-350. The odometer reading of the F-350 is listed, however it does not identify whether the mileage is in miles or kilometres.

Both bills of sale list the salesperson's name as *"HOUSE"* which is erroneous as the Supplier does not employ a salesperson with that name. The two documents further list the salesperson registration number as *"99"* which is not identifiable as it is not a valid AMVIC salesperson registration number. During the administrative review, the Supplier confirmed that *"HOUSE"* and *"99"* are internal codes the Supplier uses in their database system for internal use only and should not have been listed on the paperwork.

The BOS further fails to list the government issued identification that the business operator used to confirm the identity of the consumer.

The legislation is very clear, that being negligent in completing records is not only an offence under the CPA but in addition, if a provision of the document is ambiguous, the provision must be interpreted against the Supplier in accordance with Section 4 of the CPA. The Supplier is vicariously liable for all records created and maintained by an employee or agent acting on behalf of the Supplier in the course of completing the Supplier's delegated business activities as per Section 166 of the CPA.

Based on the evidence before me, on a balance of probabilities, I find the Supplier has breached Section 31.2 of the ABR.

C. Liens (ABR Section 31.5)

An employee of the Supplier at the time of the consumer transaction provided a written statement to the AMVIC investigator indicating that all vehicles that come in on trade to the Supplier require a lien search. The BOS for the F-150 shows that there was a trade-in vehicle, the F-350; and a vehicle history report identified the F-350 had a lien. The Supplier knew there was a lien on the F-350 as confirmed during the administrative review, yet failed to pay the amount owing under the lien to the lienholder within seven days. The text messages from the Supplier to JC (see Schedule "A"; Exhibit 6) as well as the "faux" cheque dated Dec. 30, 2021 (see Schedule "A"; Exhibit 3) demonstrate that the Supplier was aware of the lien on the F-350, yet the Supplier did not pay the amount owing under the lien to the lienholder as required.

On a balance of probabilities, the Director finds that the Supplier breached Section 31.5 of the ABR.

D. MFA Issues

In reviewing the Application Report, the Director identified MFA concerns in regards to this consumer transaction and this was discussed during the administrative review. The Director did not provide notice in advance of the scheduled administrative review in regards to the MFA legislation, therefore the Director is **not** taking any action in regards to this legislative breach. Therefore, the Director will not take the MFA breach into consideration in determining the amount of this Administrative Penalty.

The MFA is required as per Section 15 of the Vehicle Inspection Regulation ("VIR"). The VIR is a regulation under the *Traffic Safety Act* ("TSA"). The requirement to provide an MFA is required under the TSA and is therefore in the jurisdiction of Alberta Transportation. Although the MFA falls under the requirement of Alberta Transportation, it comes into AMVIC's purview in the course of our mandated duties as per a number of legislated sections that apply to following all legislation applicable to the sale of motor vehicles such as Section 12(o) of the ABR and Section 127(b)(v.1) of the CPA.

The date format the consumer used to acknowledge receipt of the MFA is listed as "03/02/" and the year is illegible but appears to be 2022. The MFA was therefore was given to JC on either Feb. 3, 2022 or March 2, 2022. As the BOS is dated Dec. 18, 2021, JC was not provided an MFA by the Supplier prior to entering into a contract to sell a motor vehicle contrary to Section 15 of the VIR and Section 12(o) of the ABR.

E. Other Considerations

There exists an onus on the Supplier to do their due diligence and ensure they are complying with the legislation that governs the regulated industry they have chosen to be a member of. 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."

The Supplier's business practices discussed above leverages the Supplier's knowledge and position, and does not foster a level playing field between consumers and the Supplier, causing harm to consumers.

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 of a licence as outlined in the CPA. When determining an appropriate enforcement measure, the Director will consider several factors before making a decision to ensure what level of enforcement is appropriate to the contravention.

This matter is the result of a consumer complaint received by AMVIC in November 2022. The Director will **NOT** take into account the Supplier's two previous enforcement actions when determining the amount of an Administrative Penalty as both administrative enforcement actions occurred after the transaction which is the subject of the Application Report that is currently before the Director:

- Feb. 28, 2023 – Administrative Penalty in the amount of \$20,000 for misleading a consumer and selling over the advertised price. This Administrative Penalty was varied to \$15,000 by an Appeal Board as a result of submissions of the parties with an agreed upon proposed sanction.
- June 25, 2023 – Supplier entered into an agreed upon voluntary Undertaking in relation to unfair practices, records and BOS issues.

The Director cannot consider entering into an Undertaking with the Supplier in relation to this administrative matter as the Director previously entered into an Undertaking with the Supplier. In addition, the Director is not satisfied that the Supplier has ceased committing the contraventions. The Director also considered imposing conditions on the Supplier's business licence, however the Director is not persuaded that this enforcement action would be sufficient to protect the public.

During the administrative review, the Supplier took responsibility for the legislative breaches and did not dispute the facts that were presented. Although no evidence was put forward by the Supplier to support their claims, the Supplier indicated they have made improvements to their business practices in an effort to prevent and mitigate further breaches of the legislation.

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 aggravating factors in this matter include the actual financial harm to JC and the negative effect on JC's credit which was directly related to his transaction and the information provided to JC by the Supplier which led to the repossession of the F-350. As well as the seriousness of the contraventions, the degree of willfulness of the contraventions and the economic benefit of the Supplier at the expense of the consumer. As noted above the previous administrative enforcement actions will not be considered in determining the amount of the Administrative Penalty as both occurred after the transaction with JC.

The Supplier has unsuccessfully made attempts to resolve this matter with JC. Although the Supplier regrets engaging in the aforementioned contraventions and the salespeople directly involved are no

longer employed in the automotive industry, there is no evidence of mitigating factors currently before the Director.

Action

In accordance with Section 158.1(a) of the CPA and based on the above facts, I am requiring that 2189596 Alberta Ltd. operating as Calgary Hyundai pay an Administrative Penalty. This is based on my opinion that 2189596 Alberta Ltd. operating as Calgary Hyundai contravened Section 6(4)(a) of the CPA and Sections 31.2 and 31.5 of the ABR.

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 **\$10,000**.

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 financial harm on the persons adversely affected by the contraventions or failure to comply
2. The seriousness of the contraventions or failure to comply;
3. The degree of willfulness or negligence in the contravention or failure to comply;
4. The maximum penalty under Section 158.1(3) of the CPA of \$100,000; and
5. The deterrent effect of the penalty.

The amount of the Administrative Penalty is \$10,000.

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 King'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 and Red Tape Reduction

Minister of Service Alberta and Red Tape Reduction
103 Legislature Building
10800 - 97 Avenue NW
Edmonton, AB

Canada T5K 2B6

with a notice of appeal within **thirty (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. Should you choose to appeal this Administrative Penalty, you must send the appeal fee to the Minister of Service Alberta and Red Tape Reduction at the above noted address, made payable to the "Government of Alberta".

Yours truly,

"original signed by"

Alberta Motor Vehicle Industry Council (AMVIC)
Gerald Gervais, Registrar
Director of Fair Trading (as Delegated)

GG/kl

Encl.

cc: [REDACTED] Senior Manager of Investigations, AMVIC