

**IN THE MATTER OF THE  
CONSUMER PROTECTION ACT (CPA)**

THIS **UNDERTAKING** is made pursuant to Section 152 of the *Consumer Protection Act* ("CPA").

**BY: CANINVESTMENTS CANADA INC.**  
**operating as THE CARS NEAR COST COMPANY**  
in the city of Edmonton, in the Province of Alberta  
(hereinafter called the "Supplier")

**TO: The DIRECTOR OF FAIR TRADING (as delegated)**  
(hereinafter called the "Director")

**WHEREAS:**

- A. At the time of the complaint, the Supplier was licensed by the Alberta Motor Vehicle Industry Council ("AMVIC") to carry on the following automotive business activities: retail sales in the Province of Alberta.
- B. An administrative review was held via teleconference call on Oct. 22, 2024 at approximately 9 a.m. Participating in the administrative review was Macon Doublet, owner and director for the Supplier; [REDACTED], AMVIC investigator; [REDACTED], manager of investigations north; and G. Gervais, Director of Fair Trading (as delegated) (the "Director").
- C. AMVIC received a consumer complaint regarding the Supplier in July 2023 from a consumer ("TW") in relation to the purchase of a 2016 Nissan Leaf (the "Nissan") from the Supplier on July 7, 2023. The consumer complaint alleged the Supplier had failed to disclose the true condition of the Nissan. An AMVIC investigation (case file number 23-07-348) was commenced as a result of the consumer complaint received from TW.
- D. TW contacted the Supplier on July 6, 2023 responding to a Kijiji advertisement for the Nissan. TW was advised that the Nissan was an out of province motor vehicle and an out of province inspection ("OPI") had been completed. TW was assured that all issues had been repaired and completed, and that the Nissan was a "*problem free vehicle*".
- E. As TW lives out of the Edmonton region, TW did not personally attend the Supplier to view or test drive the Nissan and the purchase was completed over the internet. TW was relying on the information and documents provided to him by the Supplier.
- F. The Nissan was delivered to TW on July 20, 2023. TW was unable to be present to take delivery and picked up the Nissan from a local dealership in his area. Within hours of taking delivery, TW

identified issues including but not limited to cosmetic scratches on the tire rims, sagging of the driver door, a dash error code “*i-key fault*”, a problem with the seal of the windshield on the driver side and the passenger door handle trim falling off when the door is opened. Based on the condition of the Nissan, TW felt the Supplier had misrepresented the condition of the Nissan to him. TW commented that despite the Carfax vehicle history report not indicating the Nissan had been in an accident, it appeared that the bumper of the Nissan had been repainted or some body work had been completed.

- G. TW arranged to have the Nissan assessed at a third party autobody shop in his local area who confirmed that the driver’s door needed a new door skin to repair it properly and that the Nissan had been in an incident on the left side requiring bodywork and painting of the whole left side of the car. The autobody shop provided an estimate to complete the bodywork.
- H. TW used the Nissan to commute 100 kilometres (“kms”) to work and back daily and had no issues with the Nissan other than a tire going low and the “*i-key*” light” being illuminated.
- I. The AMVIC investigation revealed that the Supplier provided TW with a walk around video of the Nissan, an OPI, a Mechanical Fitness Assessment (“MFA”), and paid for maintenance and repairs including a wheel alignment, repairs to the park brake shoes, pads and rotors, repair of a left door handle, and replacement and repositioning of the passenger wiper arm. An invoice from a third party repair facility confirmed this information.
- H. The Supplier purchased the Nissan from the Adesa auction in Montreal. The bill of sale (“BOS”) from Adesa reveals a disclosure of “*Adjacent Panels Replaced (Source: ADESA)*”. Under the heading of “*AUCTION LIGHTS*” it further states, “*Green light – Arbitration allowed White Light – Miss Own/Out of Prov/Rnt!*”. The Supplier failed to disclose to TW that the adjacent panels had been replaced or that the Nissan was possibly a rental vehicle. In doing so, the Supplier failed to disclose the vehicle history as per Section 31.1 of the ABR.

## **Automotive Business Regulation**

### **Vehicle history information**

#### **Section 31.1**

(1) A business operator engaged in automotive sales must disclose the following information in accordance with subsection (2), on the basis of information the business operator knew or ought to have known:

- (a) whether the vehicle has been bought back by the manufacturer under the Canadian Motor Vehicle Arbitration Plan;
- (b) whether the vehicle has sustained damage caused by fire;
- (c) whether the vehicle has sustained damage caused by immersion in liquid to at least the level of the interior floorboards;
- (d) whether the vehicle has been used as a police car or an emergency vehicle;
- (e) whether the vehicle has been used as a taxi cab or a limousine;

- (f) whether the vehicle has been previously owned by a rental vehicle business or used as a rental vehicle on a daily or other short-term basis;
- (g) whether the vehicle has, at any time, been assigned a status in one of the following categories under the Vehicle Inspection Regulation (AR 211/2006) or an equivalent status under the laws of another jurisdiction:
  - (i) salvage motor vehicle;
  - (ii) non-repairable motor vehicle;
  - (iii) unsafe motor vehicle;
- (h) whether the vehicle has been damaged in an incident or collision where the total cost of repairs fixing the damage exceeded \$3000 and, if the repairs were carried out by the business operator, the total cost of the repairs;
- (i) whether the vehicle was registered in any jurisdiction other than Alberta immediately before it was acquired by the business operator and, if so,
  - (i) the name of the jurisdiction in which the vehicle was previously registered,
  - (ii) whether the vehicle was required to be inspected prior to registration in Alberta, and
  - (iii) whether the vehicle passed or failed any required inspections.

**(2)** The business operator must disclose the information required under subsection (1) in a clear and legible manner

- (a) in any online advertisement for the vehicle,
- (b) on any sales tag affixed to the vehicle, and
- (c) in writing to the consumer before purchase.

- I. The Supplier tried to work with TW to come to a mutual resolution. On July 24, 2023, not long after purchase the Supplier offered TW a 30 day exchange. This offer was a full exchange on the part of the Supplier where TW would lose no money, however this was declined by TW as he was happy with the Nissan but upset that the condition was misrepresented to him. The Supplier and TW tried to mutually come to a further resolution. On Feb. 5, 2024, the Supplier offered to buy the Nissan back for \$13,000, with the condition that TW pay off the loan on the Nissan prior to the Supplier issuing a cheque to him. At this time TW had already put over 10,000 kms on the Nissan and was agreeable to the resolution. Unfortunately, due to personal circumstances, TW was not in a financial position to pay off the loan on the Nissan and the resolution never materialized.
- J. During the administrative review, the AMVIC investigator advised that he last spoke to TW in September 2024 that he was happy with the Nissan but still had concerns with the driver door.
- K. On Oct. 10, 2024, AMVIC investigation north provided the Director with an Addendum in relation to another consumer complaint received by AMVIC, case file number 24-08-381, in which BOS issues were identified. As the Supplier was not given notice with respect to Section 31.2 of the ABR, a discussion was held between the Supplier and the Director however, the BOS issues will not be addressed in this Undertaking.

- L. During the administrative review, the Supplier advised that they have implemented changes to their procurement process as they have had some difficulty with undisclosed issues with vehicles coming from auctions in eastern Canada.
- M. The Supplier indicated a willingness to work with the regulator and commit to adhering to legislative requirements. The Supplier was fully cooperative during the AMVIC investigations.

**NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:**

1. The Supplier acknowledges and admits that it failed to comply with the provisions of the ABR and undertakes to the Director that the Supplier will make every effort to ensure that it does not engage in acts or practices similar to those described above.
2. The Supplier will undertake to ensure the vehicle history information is provided to a consumer prior to entering into a consumer transaction as required by Section 31.1 of the ABR.
3. The Supplier shall pay the sum of **\$500** to AMVIC, an amount that represents a portion of the costs AMVIC has incurred investigating the matters herein. Such payment is to be made to AMVIC within **thirty (30) days** from the date of signing this Undertaking.
4. This Undertaking will remain in force,

Unless:

- a. Terminated by the Director or varied with the consent of the Supplier;
  - b. Varied by an Order of the Judge of the Court of King's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
  - c. Terminated by an Order of the Judge of the Court of King's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair; however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
5. The Supplier acknowledges the Director may, upon breach of any term of the Undertaking, institute such proceedings and take such action under the CPA as they may consider necessary.
  6. The Supplier acknowledges this Undertaking is a public document and will be maintained in the public record by the Director of Fair Trading (as delegated) as required by Section 157.1 of the CPA.

7. The Supplier acknowledges that they were advised by AMVIC that they as the Supplier are entitled to seek independent professional advice regarding the signing of this Undertaking and the Supplier acknowledges they are entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Supplier, has on the   1   day of   November  , 2024

PER:           "original signed by"            
Caninvestments Canada Inc.  
o/a The Cars Near Cost Company  
Macon DOUBLET  
Owner/director

ACCEPTED by the Director of Fair Trading on the   5   day of   November  , 2024.

PER:           "original signed by"            
AMVIC  
Gerald Gervais, Registrar  
Director of Fair Trading (as delegated)