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

THIS **UNDERTAKING** is made pursuant to Section 152 of the *Consumer Protection Act*.

BY: WESTERN RV COUNTRY (ALDESYDE) LTD.
in the hamlet of Aldersyde, 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 automotive business activity of new and used sales, garage, consignment and wholesale sales in the Province of Alberta.
- B. An administrative review was held on April 29, 2025 at approximately 9 a.m. via teleconference call. Participating in the administrative review were Alan Ryz, one of two directors for the Supplier; [REDACTED] AMVIC investigator; [REDACTED], manager of investigations south; and G. Gervais, Director of Fair Trading (as delegated).
- C. AMVIC received a consumer complaint in January 2025 (case file 25-01-061) relating to the purchase of a used 2023 Keystone Sprinter 3590 LFT recreational vehicle (the "Sprinter") from the Supplier on Nov. 17, 2023 by the consumer ("RE"). The bill of sale is listed under RE's name and his business. The Sprinter was sold as a "used" unit, however it was considered new. RE was told it had been brought in from another dealership but had to be sold as used even though it was new. RE further alleged that during the walk through on the day the unit was picked up, he was told the RV had a three year warranty as per the sticker on the door of the unit. RE provided the AMVIC investigator with an advertisement from the Supplier which listed the Sprinter as having a one year warranty.
- D. Nine months after the purchase, while travelling in the United States of America ("U.S.A.") with the Sprinter, RE encountered some issues. During heavy winds the roof membrane on the Sprinter tore off as it had not been originally glued down properly.
- E. After putting gorilla tape on the roof membrane as a temporary fix to try and hold it down, RE paid to have the roof repaired at a business in Mesquite, Texas. A repair invoice demonstrates the cost of the repair to the Sprinter was \$10,000.18 USD.
- F. RE contacted the phone number for the manufacturer on the warranty sticker on the RV and provided them the serial number for the Sprinter and inquired as to what the procedure was to be reimbursed for the repair through the warranty. RE was advised that the Sprinter had been previously purchased through an auction, and when that occurs the warranty becomes null and void. RE alleged that the Supplier never disclosed this information to him and he would not have

purchased the Sprinter had he known there was no warranty. RE did not purchase an extended warranty, as noted on the BOS, as he felt it was not necessary given the existing one year warranty as advertised by the Supplier and the three warranty as per the sticker on the Sprinter.

- G. As per Section 166 of the CPA, the Supplier is vicariously liable for the representations made to consumers by their employees or designated agents. By failing to notify RE that the Sprinter's warranty was null and void, and advertising the Sprinter to have a one year warranty the Supplier misled RE. The evidence supports that there has been a breach of Section 6(4)(a) of the CPA.

Consumer Protection Act

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.

(1.1) It is an offence for a supplier to engage in an unfair practice.

(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;

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.

- H. The AMVIC investigation further identified advertising legislation was breached as evidenced by the Supplier's advertisement which clearly states "*ONE YEAR WARRANTY INCLUDED!*". Based on the evidence before me, the Supplier has breached Sections 11(2)(d) and 11(2)(i) of the ABR.

Automotive Business Regulation

Advertising

Section 11

(2) A business operator must ensure that every advertisement for an automotive business that promotes the use or purchase of goods or services

- (d) uses descriptions and makes promises only in accordance with actual conditions, situations and circumstances,
(i) does not imply a warranty exists with respect to a vehicle or a repair or service unless such a warranty with respect to the vehicle, repair or service exists and is available at the price advertised,

- I. During the administrative review, the AMVIC investigator remarked the Supplier has no previous enforcement history.

- J. The Supplier took responsibility for the information included in the advertisement. The Supplier further commented that they have dealt internally with the employees who were involved in the handling of the consumer transaction and complaint process.
- K. The Supplier initially did not agree with RE's allegations, but acknowledged their errors and committed to coming to a resolution to address their shortcomings.
- L. The Supplier indicated that in speaking to RE, they had advised him to return the Sprinter to their location to have the roof membrane fixed at their cost which would have been substantially lower, however RE chose to have the roof repaired in the U.S.A., which resulted in significantly higher repair costs. The AMVIC investigator could not confirm whether this statement was accurate.
- M. The Supplier acknowledged the general conduct described in the AMVIC investigation and regrets engaging in the aforementioned activity.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

- 1. The Supplier acknowledges and admits that it failed to comply with the provisions of the CPA and 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 that they do not mislead or deceive a consumer as per Section 6(4)(a) of the CPA.
- 3. The Supplier will undertake to ensure their advertising is in accordance with Section 11 of the ABR.
- 4. To ensure that the Supplier is in full compliance with the CPA and its related regulations, the Supplier agrees to assist AMVIC with an industry standards inspection which will take place before **Nov. 30, 2025**.
- 5. The Supplier will reimburse the consumer, RE directly with a cheque or money order in the amount of \$8,000 which represents a portion of the costs RE paid to have the roof repaired in the U.S.A. within **thirty (30) days** from the date of signing the Undertaking. The Supplier will provide AMVIC with a copy of the cheque or any other document which demonstrates that RE was reimbursed.
- 6. The investigation costs in completing this investigation will be waived.
- 7. 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.

8. The Supplier acknowledges the Director may, upon breach of any term of the Undertaking, institute such proceedings and take such action under the *Consumer Protection Act* as they may consider necessary.
9. 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 *Consumer Protection Act*.
10. The Supplier acknowledges that they were advised by AMVIC and are aware that they 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 12 day of May, 2025.

Western RV Country (Aldersyde) Ltd.

PER: "original signed by"
Alan Ryz
Director

ACCEPTED by the Director of Fair Trading on the 27 day of May, 2025

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