

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

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

**BY: 2151870 ALBERTA LTD.**  
**operating as BOW MITSUBISHI**  
in the City of Calgary, 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 activities of retail sales, leasing, garage, service station and wholesale sales in the Province of Alberta.
- B. An administrative review was held on May 6, 2025 at approximately 9 a.m. via teleconference call. Participating in the administrative review were Jonathan MacPhee, general manager for the Supplier; Grace Lipton, controller for the Supplier; [REDACTED], AMVIC investigator; [REDACTED], manager of investigations south; and K. Lockton, Director of Fair Trading (as delegated).
- C. AMVIC received a consumer complaint in August 2024 (case file 24-08-108) relating to the purchase of a 2018 Ford F150 (the "Ford") from the Supplier on April 9, 2024 by the consumer ("CDC").
- D. CDC attended the business location of the Supplier with her business partner ("YL"). According to CDC, YL asked CDC to be a co-signor for the Ford. CDC further stated while at the Supplier's business location she was advised that she would be the sole purchaser of the Ford as YL's credit was too poor to be approved, even with a co-signor and that she would be removed from the documents after six months once YL's credit score had rebuilt. All the purchasing documents maintained by the Supplier list CDC as the sole purchaser of the Ford. The Supplier disputes CDC's explanation for how she became the purchaser of the Ford. The Supplier alleges that YL and CDC were purchasing the Ford for their business but it was in CDC's name because their business was just starting and did not have credit.
- E. A few days after the purchase, YL attended the Supplier's business location. The Supplier released the Ford into her possession and provided her with a bill of sale ("BOS") that listed YL as the sole purchaser to allow her to register the Ford in her name. This BOS was not maintained by the Supplier, the AMVIC investigator obtained this BOS from the Alberta Registries as it was the BOS used to register the Ford. According to CDC, she reached out to the Supplier about picking up the Ford and was informed it had been released to YL without her authorization.

- F. CDC and YL had been instructed to open a bank account together for the payments of the Ford. According to CDC, YL would be making the payments. After some time had passed, the payments were not being made on the Ford. CDC contacted the Supplier and the Supplier was able to have YL return the Ford back into their possession. The Supplier then began trying to work with CDC, offering to buy back the Ford and pay out the existing loan. Despite the Supplier's offer to buy back the Ford and pay out the loan, a resolution was not reached between the Supplier and CDC. The Ford was ultimately seized by the lending company on Dec. 19, 2024.
- G. The Supplier created a second BOS that was not an accurate representation of the transaction as it listed a different buyer's name and further the Supplier did not maintain the second BOS that was created to register the Ford. The Supplier has therefore breached Section 132(1) of the CPA and Section 9 of the Automotive Business Regulation ("ABR").

***Consumer Protection Act***

**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.

**Automotive Business Regulation**

**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.

- H. The Supplier's BOS was not compliant with Section 31.2 of the ABR. The BOS listed that CDC was making a cash payment towards the purchase of the Ford, which she did not. The Supplier stated that the amount listed was actually a rebate but their BOS for used vehicles does not have a place to put a rebate. They felt representing the rebate incorrectly on the BOS was better than not having anything indicating the amount of the rebate on the BOS. The BOS did not contain the required declaration that the business operator has disclosed to the consumer the information required under Section 31.1 of the ABR. In addition, the BOS did not indicate that a Mechanical Fitness Assessment ("MFA") had been issued under the Vehicle Inspection Regulation ("VIR"), but rather referred to an inspection being viewed by the consumer.

## 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.

- I. The Supplier's BOS indicated that CDC had been provided an inspection, when in fact she had been provided an MFA is misleading. An MFA is not an inspection but an assessment. Referring to the MFA as an inspection is misleading because an MFA does not meet the same standards and requirements as an inspection.

***Consumer Protection Act***

**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;

- J. During the administrative review, the AMVIC investigator remarked the Supplier was cooperative throughout the course of the investigation.
- K. The Supplier took responsibility for the shortcoming in their BOS, the creation of a second BOS and committed to ensure their records, including their BOS, are completed accurately, and are maintained in compliance with the legislation. The Supplier further commented that they do not allow their staff to create false bills of sale for the purpose of registering vehicles and the employee that was involved in this consumer transaction is no longer employed with the Supplier.

- L. 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 BOS is completed in full and in compliance with Section 31.2 of the ABR.
4. The Supplier will undertake to create and maintain complete and accurate business records as required by Section 132(1) of the CPA and Section 9 of the ABR.
5. 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**.
6. The Supplier shall pay the sum of **\$750** 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.
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 6 day of June, 2025.

PER: "original signed by"  
2151870 Alberta Ltd. o/a Bow Mitsubishi  
Kevin ROBERTSON  
director

ACCEPTED by the Director of Fair Trading on the 10 day of June, 2025

PER: "original signed by"  
Katie Lockton  
Director of Fair Trading  
(as delegated)