

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

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

**BY: 1793338 ALBERTA LTD.**  
**operating as DEEN AUTO SALES**  
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 automotive business activities of used sales and wholesale sales in the Province of Alberta.
- B. An administrative review was held on July 8, 2025 at approximately 9 a.m. via teleconference call. Participating in the administrative review were Faridun Majed, owner of the Supplier; Jay Afg, representative for the Supplier; [REDACTED], AMVIC investigator; [REDACTED], manager of investigation north; and K. Lockton, Director of Fair Trading (as delegated).
- C. AMVIC received a consumer complaint in July 2024 (case file 24-07-360) relating to the purchase of a 2015 Chrysler 200s (the "Chrysler") from the Supplier on July 15, 2024 by the consumer ("KN"). The Chrysler held a rebuilt status at the time of purchase, which KN was advised of by the Supplier. The Supplier provided KN a one month warranty at the time of purchase.
- D. Shortly after the purchase, KN contacted the Supplier advising there was a noise when braking and the air conditioning was not working. The Supplier directed KN to take the Chrysler to a third party repair company ("YAW"). YAW replaced the inner tire rod. The Supplier paid for this repair.
- E. According to KN, the issues continued and he had a difficult time setting up another appointment to take the Chrysler to YAW. Eventually, KN took the Chrysler to a different automotive repair business ("SAR"). On Aug. 28, 2024, SAR replaced the rear sway bar link kit, left front lower control arm and engine oil pan on the Chrysler. The repairs completed by SAR cost KN \$1,478.51.
- F. After some correspondence between the Supplier and KN, the Supplier agreed to reimburse KN \$900 towards the repairs completed by SAR.
- G. During the administrative review, the Supplier advised that the text message correspondence with KN was not Mr. Majed, but a family friend ("VT") who was helping the Supplier at the time as Mr.

Majed is not great with technology and does not have strong written English literacy. Mr. Majed stated that he did not know VT had told KN the Supplier would pay him \$900, as it had been previously discussed that the Supplier would pay for half the cost of the repairs completed at SAR. The Supplier advised during the administrative review that on Sept. 5, 2024 an e-transfer of \$750 was sent to KN.

- H. During the course of the investigation, it was determined that VT was acting on behalf of the Supplier in a capacity that would require an AMVIC salesperson registration. Any individual who is soliciting, negotiating or concluding a sale on the Supplier's behalf must hold an AMVIC salesperson registration. In accordance with Section 20.1 of the ABR, the Supplier must ensure a person acting within the definition of a salesperson is registered and authorized with AMVIC to act on the Supplier's behalf.

### **Automotive Business Regulation**

#### **Definitions**

##### **Section 1**

(1) In this Regulation,

- (j) "salesperson" means a person who is authorized by an automotive sales licensee, automotive leasing licensee or automotive consignment licensee to solicit, negotiate or conclude on the licensee's behalf an agreement to buy, sell, lease, exchange or consign a vehicle;

### **Acting on behalf of business operator**

#### **Section 20.1**

No business operator may allow a salesperson to act on the business operator's behalf unless

- (a) the salesperson is registered for the class of licence held by the business operator, and  
(b) the business operator authorizes the salesperson to act on its behalf.

- I. The bill of sale ("BOS") completed for this transaction was not in compliance with Section 31.2 of the ABR. The BOS did not have the full name of the consumer, was missing the salesperson registration number and did not include the required statement that a Mechanical Fitness Assessment ("MFA") had been issued under the Vehicle Inspection Regulation ("VIR").

### **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.

- J. The MFA that was completed and provided to KN was not completed in full. The MFA was missing the name and address of the dealer and the province of registration as required under Section 15 of the VIR.

### **Vehicle Inspection Regulation**

#### **Sale of used motor vehicle**

#### **Section 15**

**(1)** Subject to subsection (2), a dealer in used motor vehicles shall, before entering into a contract to sell a motor vehicle, give to the buyer a used motor vehicle mechanical fitness assessment that contains the following:

- (a) a statement identifying the type of motor vehicle as a truck, motorcycle, bus, van, light truck, automobile or other type of motor vehicle;
- (b) a statement showing the make, model, year, vehicle identification number, odometer reading in kilometres or miles, licence plate number and province of registration of the vehicle;
- (c) the name and address of the dealer selling the vehicle and the name of the technician who issued the mechanical fitness assessment;
- (d) a statement that the mechanical fitness assessment expires 120 days after the date on which it was issued;
- (e) a statement certifying that at the time of sale the motor vehicle
  - (i) complies with the Vehicle Equipment Regulation (AR 122/2009), or
  - (ii) does not comply with the Vehicle Equipment Regulation (AR 122/2009) and containing a description of the items of equipment that are missing or do not comply with the Vehicle Equipment Regulation (AR 122/2009);
- (f) the signature of the technician who conducted the mechanical fitness assessment;
- (g) the date the mechanical fitness assessment was issued.

- K. The Supplier took responsibility for the shortcomings in their BOS and MFA, and committed to ensure their records are completed fully in compliance with the legislation. The Supplier advised

after receiving the correspondence from AMVIC scheduling the administrative review they created a new BOS to ensure compliance with the legislation.

- L. During the administrative review, the Supplier advised they have hired a salesperson who is registered with AMVIC to assist Mr. Majed to ensure they do not have an individual acting within the capacity of a salesperson without the required AMVIC salesperson registration.

**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 any individual who is soliciting, negotiating or concluding an agreement to buy or sell a motor vehicle on their behalf is a registered salesperson with AMVIC and is authorized to act on behalf of the Supplier as a designated agent with AMVIC as required by Section 20.1 of the ABR.
3. The Supplier will undertake that all MFAs are completed in full by a licensed technician and are given to a consumer before entering into a contract to sell a motor vehicle as per Section 15 of the VIR.
4. The Supplier will undertake to ensure their BOS is completed in full and in compliance with Section 31.2 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 **Jan. 31, 2026**.
6. The Supplier will reimburse KN the sum of \$900, this amount was agreed upon via text to cover part of the cost incurred to complete repairs on the Chrysler. The Supplier will provide AMVIC with proof of the e-transfer of \$750 from Sept. 5, 2024, that was already sent to KN and proof of an e-transfer for the remaining \$150. Such confirmation must be submitted to AMVIC no later than **thirty (30) days** from the date of signing this Undertaking.
7. The investigation costs in completing this investigation will be waived.
8. 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.
- 9. 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.
- 10. 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*.
- 11. 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 17 day of July, 2025.

PER: "original signed by"  
1793338 Alberta Ltd. o/a Deen Auto Sales  
Faridun Abdul MAJED  
director

ACCEPTED by the Director of Fair Trading on the 22 day of July, 2025

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