

November 7, 2025

Administrative Review – 25-07-008
Served via email [REDACTED]

Administrative Penalty

TEAM FORD SALES LIMITED
o/a GO AUTO/GO FORD/QUICK LANE
3304 91 STREET
EDMONTON, AB
T6N 1C1

Attention: Christopher Burrows and Michael Priestner

Dear Christopher Burrows and Michael Priestner:

**RE: Team Ford Sales Limited operating as Go Auto/Go Ford/Quick Lane
– Provincial Automotive Business Licence No. B2001265**

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 the administrative review held via teleconference call on Aug. 19, 2025. The Supplier provided written representations via email dated Nov. 6, 2025 (attached as Schedule “C”), in response to the Proposed Administrative Penalty, which I have also taken into consideration.

Licensee Status

Team Ford Sales Limited operating as Go Auto/Go Ford/Quick Lane (the “Supplier”) holds an automotive business licence and is licensed to carry on the designated business activities of retail sales, wholesale sales, leasing, garage, service station, speciality service and mobile repairs in the province of Alberta. The Supplier operates in their designated business activities in Edmonton, Alberta.

Administrative Review

An administrative review was held on Aug. 19, 2025, at 10:00 a.m., via teleconference call. Participating in the administrative review were Jamie Jasman, general manager for the Supplier; Daniel Hoskins, vice

president for the Supplier; S. S [REDACTED], AMVIC investigator; C. P [REDACTED], AMVIC manager of investigations north; and K. L [REDACTED], Director of Fair Trading (as delegated).

Enforcement History

- A. On April 28, 2023, the Supplier entered into a voluntary Undertaking and acknowledged that it failed to comply with the provisions of the CPA and Automotive Business Regulation ("ABR"). The Undertaking addressed legislative breaches including unfair practices, specifically Section 6(4)(a) of the CPA, the Supplier doing or saying anything that might reasonably deceive or mislead a consumer and bill of sale ("BOS") compliance issues.

Educational Findings Letters

- B. On Sept. 22, 2022, the Supplier was sent an investigation Findings Letter to the Supplier in regards to unfair practices. This Findings Letter references Sections 6(4)(a), 6(4)(b) and 6(4)(e) of the CPA regarding misrepresentation and misleading statements made to a consumer in the course of a transaction.
- C. On Oct. 10, 2023 the Supplier was sent an investigation Findings Letter in regards to unfair practices. This Findings Letter references Section 6(4)(a) of the CPA regarding misleading statements made to a consumer in the course of a transaction.
- D. On Aug 14, 2024, the Supplier was sent an investigation Findings Letter which references Sections 15 and 16 of the Vehicle Inspection Regulation ("VIR"), for failing to provide a consumer with a valid Mechanical Fitness Assessment ("MFA") prior to entering into a consumer transaction.

Summary of Investigation

Case File 24-10-206

1. In October 2024, AMVIC received a consumer complaint in regards to being misled about the engine size in a vehicle purchased from the Supplier.
2. On Feb. 2, 2024, the consumer ("KR") saw an online advertisement posted by the Supplier for a 2020 Ford Explorer Limited (the "Explorer"). The advertisement indicated the engine information indicating the engine type as "Regular Unleaded V-6". The advertisement indicated the engine being a 3.3 litre engine and a 3.5 litre engine in different sections of the advertisement.
3. KR contacted the Supplier to inquire about the Explorer, specifically about the seating capacity and the engine size. According to KR, she spoke with both a salesperson ("JW") and the general sales manager ("JJ") who both confirmed the Explorer had a V-6 3.3 litre 204 engine.

4. KR's father also spoke with the Supplier to discuss the Explorer and confirmed the advertisement was correct, the Explorer had a V-6 engine and he provided the Supplier a \$1,000 deposit for the Explorer.
5. On Feb. 3, 2024, KR and her family travelled to Edmonton to see the Explorer and was again told the engine was a V-6 engine. KR decided to purchase the Explorer and during the transaction was provided the CarFax. According to KR, when the CarFax was provided she questioned JW about the engine size again as the CarFax indicated the Explorer had "4 Cylinders". According to KR, JW left his desk to speak with JJ and when JW returned he confirmed the Explorer had a V-6 engine and stated that sometimes CarFax has errors.
6. On Feb. 3, 2024, KR purchased the Explorer from the Supplier for \$45,333.34. While driving home from purchasing the Explorer, there was an issue with the battery. KR contacted the Supplier and was directed to take the Explorer to a business ("UF") in Calgary to address the battery issue. When KR attended UF she was advised the Explorer did not have a V-6 3.3 litre 204 engine, it instead had a 2.3 litre 4-cylinder engine.
7. According to KR, after she found out that the engine in the Explorer was not a V-6, she contacted the Supplier to no avail and eventually her husband got in contact with the Supplier and was told that the difference in engine size was not a big deal, the engine in the Explorer was still a good engine.
8. When AMVIC received the consumer complaint from KR, a Supplier's response and request for records was sent to the Supplier. In response to the consumer complaint, the Supplier advised AMVIC the engine in the Explorer was the only engine available for the model, the general sales manager had been in contact with the consumers and the Supplier had paid approximately \$4,000 to cover repairs the Explorer required.
9. During the investigation, the AMVIC investigator attended the Supplier's business location and spoke with the general manager, who indicated there was an error in the advertisement and further explained that the information gets auto populated in the advertisement based on the vehicle identification number ("VIN").

Supplier's Representations in relation to 24-10-206

10. During the administrative review, the Supplier made the below representations to the Director:
 - The Explorer's engine is rated to tow 5,300 pounds which is the highest towing capacity except for a hybrid.
 - The towing capacity of a V-4 and V-6 engine are similar.
 - The engine in the Explorer was the only engine available for the specific vehicle purchased by KR.
 - If you look at all Explorers, the one KR purchased has the highest towing capacity.

11. After the AMVIC investigator put forward the evidence in relation to AMVIC investigation (case file 24-10-206) and the Supplier made their representations, the Director sought some clarification from the Supplier and they advised the following:
- The Supplier's employees who do the advertisements now have to get the window sticker and have it open to use when writing an advertisement. If a window sticker is not available they are to ask the used car sales manager to look at the documents to confirm the vehicle information. These changes have been implemented since the transaction with KR.
 - They could not explain why their staff, when met with conflicting information about the Explorer's engine, did not do their due diligence to ensure the consumer was provided the correct information about the engine.
 - There was no malicious intent by the Supplier to sell the vehicle at a more expensive price.
 - It is not typical for their employees to tell consumers that details on the CarFax are wrong.
12. The AMVIC investigator further brought forward that while the towing capacity is similar between the V-4 and the V-6 engine the *"Technical Specifications"* (see Schedule "A"; Exhibit L) shows the torque between the engines are significantly different, which is also an important component in power when towing.
13. The Proposed Administrative Penalty dated Oct. 6, 2025 was emailed to the Supplier. The Proposed Administrative Penalty provided the Supplier an opportunity to make written representations by Nov. 6, 2025. The Supplier provided written representations on Nov. 6, 2025, in response to the Proposed Administrative Penalty (see Schedule "C").

Legislation

Automotive Business Regulation

General codes of conduct

Section 12

Every business operator must comply with section 6 of the Act and in addition must

- (a) not make any representations, statements or claims that are not true or are likely to mislead a consumer,

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**

- (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:
- (e) a supplier’s representation that goods or services are of a particular standard, quality, grade, style or model if they are not;

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, case file 24-10-206.

- A. Representation of a Particular Standard (CPA Section 6(4)(e)) / Representation likely to mislead (ABR Section 12(a))

KR saw the Explorer advertised online by the Supplier indicating the engine was a V-6. As KR was looking for a vehicle with a bigger engine than their current vehicle that could meet both their towing capacity needs and the seating capacity needs she contacted the Supplier regarding the Explorer. While on the phone with the Supplier, they confirmed the Explorer had a V-6 engine as indicated in the advertisement. The advertisement did have some conflicting information in relation to whether the engine was a 3.3 litre engine or a 3.5 litre engine, however there was no conflicting information about the engine being a V-6. The advertisement included engine information indicating the engine type as "*Regular Unleaded V-6*". According to KR, the Supplier confirmed over the phone that the Explorer had a V-6 3.3 litre 204 engine. KR's father also spoke with the Supplier to discuss the Explorer and confirmed it had a V-6 engine.

The next day KR drove to Edmonton to attend the Supplier's business location. While at the Supplier's business, KR was again told the Explorer had a V-6 engine and KR decided to purchase the Explorer. During the transaction, KR was provided with a CarFax which indicated the Explorer had "*4 Cylinders*". According to KR, when she saw this statement on the CarFax she questioned JW about the engine in the Explorer. JW left his desk to speak with JJ and when JW returned he confirmed the Explorer had a V-6 engine and stated that sometimes CarFax has errors.

While driving home from purchasing the Explorer, there was an issue with the battery and KR took the Explorer to UF to address the issue. UF advised KR that the Explorer had a 2.3 litre 4-cylinder engine not a V-6 3.3 litre 204 engine.

In their representations, the Supplier indicated that the specific "*Limited*" model that the Explorer is, was not available in a V-6 and the towing capacity between the 2.3 litre 4-cylinder engine and the V-6 3.3 litre 204 engine is not significantly different. While this may be the case, KR was looking for a vehicle that had a V-6 engine, in which this Explorer did not have. The Supplier made further comments about the price difference between the model KR purchased in comparison to a model that had a V-6 engine, indicating that the difference in price between the two models were significantly different. The

Canadian Black book values (see Schedule "A"; Exhibit M) shows the difference in the retail price of the two models at the time of purchase to be relatively low, around \$3,000 at any given condition.

In the Nov. 6, 2025 written representations, the Supplier provided the Manufacturer's Suggested Retail Price ("MSRP") information for a 2020 Explorer Platinum with a V-6 engine, a 2020 Explorer ST with a V-6 engine and the Explorer purchased by KR. The MSRP prices were \$68,599, \$66,349 and \$56,649 respectively and requested the MSRP price difference be taken into consideration over the Canadian Black book values as the Explorer only had 8,600 kms on the odometer. KR did not purchase a new vehicle, KR purchased the Explorer used, as it was a 2020 model that was purchased in 2024. The Canadian Black book values provided take into account the odometer of the vehicle when determining the value. The price difference of different models of a vehicle new does not necessarily correlate to the price of those models in a used market and therefore, in the opinion of the Director, the Canadian Black book values are more relevant in determining the difference in the price of the models at the time of the sale over the MSRP prices for the vehicles when they were new.

In the opinion of the Director, the difference in cost between models, the towing capacity of the models, the fact that the trim level of the Explorer was not available with a V-6, and whether the Supplier meant to mislead KR are irrelevant in the relation to the legislative breaches. KR wanted a vehicle that had a V-6 engine, the Supplier represented the Explorer as having a V-6 engine in their advertisement and to KR on multiple occasions when it did not and therefore, KR purchased the Explorer that did not have the V-6 engine she wanted.

The Supplier advertising the Explorer as having a V-6 engine and telling KR the same, was a representation that the Explorer was of a particular standard that it was not. The Supplier's representation and statements in relation to the Explorer's engine misled KR. Therefore, in the opinion of the Director, based on the evidence currently available, the Supplier did contravene Section 6(4)(e) of the CPA and Section 12(a) of the ABR.

B. Other Considerations

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 his decision to ensure what level of enforcement is appropriate to the contravention.

The Supplier has been subject to the following enforcement action:

- April 28, 2023 – voluntary Undertaking

The Application Report submitted by AMVIC's investigation department did not put forward a contravention of the April 28, 2023 Voluntary Undertaking. Therefore, while the Director will consider that the Supplier has been subject to the previous enforcement action, the Director will not be

considering a breach of the voluntarily agreed upon Undertaking that was entered into on April 28, 2023.

The Director considered other enforcement actions. The Director cannot consider entering into an Undertaking as the Director previously entered into a Voluntary Undertaking with the Supplier for similar breaches. The Supplier has been provided education in the form of five Findings Letters, a previous administrative review held and been subject to an enforcement action however, they continue to engage in non-compliant business practices. The amount of the Administrative Penalty cannot be viewed as a cost of doing business but rather as a deterrent for continuing to engage in non-compliant business practices.

There exists an onus on the Supplier to do their due diligence and ensure they are complying with the law. As stated in 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 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.

A recent Service Alberta and Red Tape Reduction Appeal Board rendered a decision (attached as Schedule “B”) regarding the importance of the legislation that regulates the automotive industry as well as the importance of the members within the regulated industry to operate within the regulatory framework. Paragraph 39 of the Service Alberta and Red Tape Reduction Appeal Board decision states:

“Regulations are not merely a formality. They exist to protect consumers and fulfil the mandate of the CPA as described in its preamble.” [Paragraph 39.b.]

“...it is [the Supplier’s] responsibility to be compliant with regulations at all times.” [Paragraph 39.c.]

“...regulations are not optional, they serve an important social purpose”. [Paragraph 39.d.]

The Supplier engaged in unfair practices through their actions and words and represented the Explorer was of a specific standard when it was not. The Supplier is the subject matter expert, especially in Ford products, when dealing with consumers. The Supplier’s actions as outlined above leverages the Supplier’s knowledge, and does not foster a level playing field between the consumer and the Supplier which eliminates the consumer’s ability to make an informed purchasing decision.

The aggravating factors in this matter include the resulting impact adversely affecting the consumer, including selling KR a vehicle that was not of the standard that she wanted at a cost of \$45,333.34, the continued non-compliance with the rather straightforward requirements of the legislation despite education provided to the Supplier and the previous administrative enforcement action. The Supplier indicated they have implemented a process when creating their advertisements to ensure the

information is accurate, which is a mitigating factor. In their Nov. 6, 2025 written representations (see Schedule "C"), the Supplier advised they offered KR \$6,000 to assist in resolving the matter, however KR declined this offer. While the Supplier did not provide evidence to demonstrate this, the Director will consider this a mitigating factor.

This Administrative Penalty is taking into account the number and seriousness of the contraventions of the legislation found during the investigation; the cost of investigating the Supplier's activities; the aggravating and mitigating factors listed above; and the continued non-compliant business practices despite education and enforcement.

Action

In accordance with Section 158.1(a) of the CPA and based on the above facts, I am requiring that Team Ford Sales Limited operating as Go Auto/Go Ford/Quick Lane pay an Administrative Penalty. This is based on my opinion Team Ford Sales Limited operating as Go Auto/Go Ford/Quick Lane contravened Section 6(4)(e) of the CPA and Section 12(a) 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 **\$5,000**.

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 the above listed aggravating and mitigating facts as well as:

1. The seriousness of the contraventions or failure to comply;
2. The aggravating and mitigating factors listed above;
3. The harm to the consumer;
4. The Supplier's history of non-compliance;
5. The maximum penalty under Section 158.1(3) of the CPA of \$100,000; and
6. The deterrent effect of the penalty.

The amount of the Administrative Penalty is \$5,000.

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)
Katie Lockton, Deputy Registrar
Director of Fair Trading (as Delegated)

KL/ks
Encl.

cc: Derek B [REDACTED], Senior Manager of Investigations, AMVIC