

ALBERTA CONSUMER SERVICES APPEAL BOARD

IN THE MATTER OF AN APPEAL BY

AUTO HOUSE LTD.

PURSUANT TO SECTION 179(1) OF THE *CONSUMER PROTECTION ACT*, RSA 2000, c.26.3
("the CPA")

and

IN THE MATTER OF AN ADMINISTRATIVE PENALTY ISSUED BY
THE ALBERTA DIRECTOR OF FAIR TRADING
PURSUANT TO SECTION 158.1(1) OF THE CPA

DECISION of the APPEAL BOARD

DECISION ISSUED

10 November 2025

APPEAL BOARD

Lorenz Berner (Appeal Board Chair)
Kent Pallister (Appeal Board Member)
Nazrina Umarji (Appeal Board Member)

PARTIES' REPRESENTATIVES

Appellant (Auto House Ltd.): Ishtiaq Hussain and Arvinder Brar
Respondent (Director of Fair Trading): Ashley Reid of Shores Jardine LLP

SUMMARY

1. On March 7, 2025, the Director of Fair Trading (**the Director**) determined that the Appellant, Auto House Ltd., engaged in unfair practices and breached various provisions of the Consumer Protection Act and related regulations. He ordered Auto House Ltd. to pay an administrative penalty of \$17,000.
2. Auto House Ltd. appealed, in accordance with s.179(1) of the CPA. This Appeal Board was appointed and an appeal hearing date of October 9-10, 2025 was scheduled.
3. Leading up to the scheduled appeal hearing date, the parties informed the Chair of the Appeal Board that they were working towards being able to put forward an agreed statement of facts, admissions, and a joint submission on penalty – and would keep the Appeal Board informed.
4. The parties subsequently provided the Appeal Board with a written document titled “Agreed Statement of Facts, Admissions, and Joint Submission on Penalty” (hereafter abbreviated to “Joint Submission”), together with a (digital) binder of supporting exhibits. They also advised that the hearing could be cancelled and that the Appeal Board could make its decision based on the Joint Submission.
5. The Appeal Board agreed, cancelled the hearing, and is rendering this decision based on the parties’ Joint Submission.
6. We accept the parties’ Joint Submission, including the admissions made by the Appellant of various breaches of the CPA and applicable regulations, and including their proposal to vary the Administrative Penalty imposed by the Director to \$14,000 (from \$17,000).

JURISDICTION AND PROCEDURAL MATTERS

7. The Director of Fair Trading issued a Notice of Administrative Penalty against Auto House Ltd. for engaging in unfair practices under Sections 6(4)(a) and 6(4)(h) of the CPA, for contravening Sections 12(o), 31.1, 31.2, and 31.3 of the *Automotive Business Regulation*¹ and Sections 14 and 15(1) of the *Vehicle Inspection Regulation*², and for failing to comply with an undertaking contrary to Section 163(d) of the CPA. The penalty was levied pursuant

¹ AR 192/1999.

² AR 211/2006.

to Section 158.1(1) of the CPA and the *Administrative Penalties (Consumer Protection Act) Regulation*.

8. Auto House Ltd. appealed within the prescribed 30-day time period, and this Appeal Board was appointed on 23 April, 2025.
9. Section 13(1) of the *Appeal Board Regulation*³ permits an appeal board to consider an appeal without a hearing, with the consent of the parties. As noted above, the parties provided such consent. Through email communication with the Appeal Board Chair, the parties also confirmed that they did not object to the Joint Submissions being appended to a decision of this Appeal Board, and that they did not require additional submissions unless the Appeal Board considered them necessary.
10. We attach as Appendix A of this decision, the Joint Submissions provided by the parties.
11. Pursuant to Section 179(6) of the CPA, this Appeal Board has the authority to confirm, vary or quash the Director's decision.

SUMMARY OF JOINT SUBMISSION

12. As the full Joint Submission is attached, we simply summarize key elements of what was acknowledged as follows:
 - a. The case arose from a complaint made by a consumer, "SD", to AMVIC concerning a vehicle purchased from Auto House Ltd. in January, 2024.
 - b. The complaint led to an AMVIC investigation, a recommendation to impose an administrative penalty, and ultimately the imposition of the Administrative Penalty from which this appeal was brought.
 - c. The vehicle that SD purchased from Auto House Ltd. ended up having numerous and significant mechanical problems. Some of these were disclosed by Auto House Ltd. sales representatives at the time, but many were not. These problems were not necessarily all known to Auto House sales representatives, but some critical information was known and not disclosed as required.
 - d. Most significantly, no Auto House Ltd. representatives informed SD that the vehicle had suffered significant structural and other damage prior to the sale, or

³ AR 195/99.

that Auto House Ltd. had spent over \$6,400.00 to repair the pre-existing damage prior to the sale.

- e. SD was also not informed, before the sale, that the vehicle was an out-of-province vehicle that did not (yet) have a mechanical fitness assessment or an out-of-province motor vehicle inspection certificate issued for it.
- f. On June 22, 2023 – that is, just over six months prior to the sale of the vehicle to SD – Auto House Ltd. had resolved a different AMVIC investigation by entering into a formal Undertaking with the Director to ensure:
 - i. It would not engage in misleading or deceiving business practices,
 - ii. It would undertake required mechanical fitness assessments and provide these to consumers *before* entering into sale contracts,
 - iii. It would ensure full and timely completion of bills of sale, and
 - iv. It would ensure proper disclosure of vehicle history information before entering into sales contracts, as required by regulations.
- g. This Undertaking to the Director remained in effect at the time of the sale to SD.
- h. Auto House Ltd. and its sales representatives were aware or ought to have been aware of their regulatory obligations relating to vehicle sales. In addition to the training and ongoing education provided through AMVIC, Auto House Ltd. had received previous letters expressing concerns, industry bulletins, and the consumer complaint that led up to the June 22, 2023 Undertaking.
 - i. In respect of the SD complaint, Auto House Ltd. admits that it:
 - i. Contravened Sections 14 and 15(1) of the *Vehicle Inspection Regulation*,
 - ii. Contravened Sections 12(o), 31.1, 31.2, and 31.3 of the *Automotive Business Regulation*,
 - iii. Engaged in an unfair practice under Sections 6(4)(a) and (h) of the CPA, and
 - iv. Contravened the CPA by failing to comply with the Undertaking it provided to the Director on June 22, 2023.

13. These are essentially admissions of the same findings that the Director made in his March 7, 2025 decision.
14. We accept the admissions.
15. The parties, however, jointly propose to vary the Administrative Penalty ordered by the Director, to \$14,000 from \$17,000.

APPEAL BOARD'S CONSIDERATION OF JOINT ADMINISTRATIVE PENALTY SUBMISSION

16. While the parties did not provide specific reasons for jointly recommending a varied Administrative Penalty, we find no reason in the circumstances not to accept their recommendation. The express admissions of Auto House Ltd. openly acknowledge the seriousness of the contraventions and unfair practices at issue. The proposed Administrative Penalty, while less than what the Director had considered appropriate, remains significant enough to indicate that this kind of conduct will not be tolerated nor treated lightly.
17. Courts and administrative tribunals have repeatedly affirmed the significant value of parties reaching agreements and admissions on evidence, facts, and even legal determinations and sanctions. For parties these agreements can help provide certainty and minimize litigation risk; for tribunals and courts, they help yield efficiency, timeliness, and clarity.
18. Here, to adapt language from the criminal sentencing context (which frequently has been applied in regulatory contexts), varying the Administrative Penalty as the parties have proposed would not bring the administration of justice into disrepute and is not otherwise contrary to the public interest.⁴ Indeed, in these circumstances we would say the proposed penalty of \$14,000 is well within the range of what is reasonable and what we have seen in similar cases, considering the factors set out in Section 2 of the *Administrative Penalties (Consumer Protection Act) Regulation*⁵.
19. We note, as well, that this decision stands as a public record concerning Auto House Ltd. The failure of Auto House Ltd. to abide by its June 22, 2023 undertaking was a significant factor in the Director's assessment of the Administrative Penalty against Auto House Ltd. It goes without saying that any future contraventions of these same or similar provisions by Auto House Ltd. would suggest very serious disregard for applicable rules or for controls to ensure

⁴ See *Rv. Anthony-Cook*, 2016 SCC 43 at para 31.

⁵ AR 125/2013.

compliance with the rules, and justify a much more significant regulatory response. Section 158.1(3) of the CPA permits Administrative Penalties of up to \$100,000.

CONCLUSION

20. The Appeal Board accepts the parties' Joint Recommendation with respect to the Administrative Penalty. Auto House Ltd. is required to pay an Administrative Penalty of \$14,000.00.

COSTS

21. We make no order regarding costs of this appeal.

Issued in Alberta this 10th day of
November, 2025

"original signed by"

Digitally signed
by Lorenz
Berner

Lorenz Berner

"original signed by"

Nazrina Umarji

"original signed by"

Kent Pallister

APPENDIX "A"
AGREED STATEMENT OF FACTS, ADMISSIONS,
AND JOINT SUBMISSIONS ON PENALTY

IN THE MATTER OF AN APPEAL BY AUTO HOUSE LTD.
PURSUANT TO SECTION 179(1) OF THE *CONSUMER PROTECTION ACT*,
BEING CHAPTER C-26.3 OF THE REVISED STATUTES OF ALBERTA

- and -

AND IN THE MATTER OF AN ADMINISTRATIVE PENALTY
ISSUED BY THE DIRECTOR OF FAIR TRADING (AS DELEGATED) ON MARCH 7, 2025

**AGREED STATEMENT OF FACTS, ADMISSIONS,
AND JOINT SUBMISSION ON PENALTY**

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INTRODUCTION

1. At all relevant times, Auto House Ltd. (the "Appellant") held Provincial Automotive Business Licence No. B1033010 issued by the Alberta Motor Vehicle Industry Council ("AMVIC").
2. The Appellant is licenced to carry on automotive business activities of used sales, leasing, and wholesale sales in the Province of Alberta.
3. On March 7, 2025, the Director of Fair Trading (as Delegated) (the "Director"), issued a \$17,000 Administrative Penalty against the Appellant pursuant to section 158.1(1) of the *Consumer Protection Act* (the "Decision"). **[TAB 3]**
4. The Decision related to the Appellant's sale of a 2015 Jeep Cherokee (the "Vehicle") to a consumer, SD, on January 8, 2024. The Director formed the opinion that the Appellant
 - engaged in "unfair practices" under sections 6(4)(a) and (h) of the *Consumer Protection Act*¹;
 - contravened sections 12(o), 31.1, 31.2, and 31.3 of the *Automotive Business Regulation*²;
 - contravened sections 14 and 15(1) of the *Vehicle Inspection Regulation*³; and
 - contravened the *Consumer Protection Act* by failing to comply with an undertaking entered with the Director on June 22, 2023.
5. On April 8, 2025, the Appellant submitted a notice of appeal under section 179(1) of the *Consumer Protection Act*. **[TAB 1]**

PROCEDURAL HISTORY

6. AMVIC received a complaint from SD about the Appellant. The complaint related to SD's purchase of the Vehicle on January 8, 2024. **[TAB 4.A and TAB 4.D.1]**
7. An AMVIC investigator investigated the complaint before preparing an Application Report signed December 4, 2024, that summarized the investigation results. The Application Report recommended that the Director issue an Administrative Penalty. **[TAB 4]**
8. The Director notified the Appellant about potential contraventions of the legislation on December 11, 2024, following which, the Appellant attended an administrative review on January 7, 2025. On January 20, 2025, the Director advised the Appellant of their intent to impose an administrative penalty on the basis that the Appellant had contravened the

¹ RSA 2000, c C-26.3.

² Alta Reg 192/1999.

³ Alta Reg 211, 2006.

Consumer Protection Act, the *Automotive Business Regulation*, and the *Vehicle Inspection Regulation*. The Director invited the Appellant to make submissions by February 20, 2025. The Appellant provided written submissions dated February 18 and March 3, 2025.

9. On March 7, 2025, the Director issued the Decision and ordered an administrative penalty of \$17,000.00 under section 158.1(1) of the *Consumer Protection Act*.

LEGISLATIVE FRAMEWORK

10. The sale of used vehicles in Alberta is regulated under the *Consumer Protection Act*, the *Automotive Business Regulation*, and the *Vehicle Inspection Regulation*. The primary purpose of the legislative scheme is to protect consumers. Broadly, the scheme achieves this goal by
 - prohibiting unfair business practices,
 - requiring automotive businesses to inform consumers about the vehicle the consumer is purchasing and the terms of the sale transaction,
 - providing avenues of redress when the consumer has been harmed.⁴
11. Automotive businesses are required to inform consumers about the history of a vehicle before the consumer purchases the vehicle. Section 31.1 of the *Automotive Business Regulation* prescribes specific vehicle history information that an automotive business must provide. Section 31.3 further requires an automotive business to obtain the consumer's written confirmation that the consumer received the required vehicle history information.
12. If an automotive business sells a used vehicle, there are additional disclosure requirements that must be satisfied before the sale. The automotive business must provide a mechanical fitness assessment.⁵ If the vehicle was last registered outside of Alberta, the automotive business must also have an inspection completed and provide a certificate to the consumer. If there is no inspection, the automotive business must provide a written statement advising that the vehicle is an out-of-province vehicle and that there is no inspection certificate.⁶
13. Automotive businesses also inform consumers about the vehicle being sold and the terms of the sale transaction through the Bill of Sale. Section 31.2 of the *Automotive Business Regulation* prescribes information that must be provided to a consumer in a Bill of Sale. These legislated requirements have been in effect since 2018, and AMVIC has issued industry bulletins to educate automotive businesses about the requirements. Industry bulletins are delivered to the email addresses of registered salespersons and dealer principals.

⁴ *Consumer Protection Act*, preamble.

⁵ *Vehicle Inspection Regulation*, section 15(1).

⁶ *Vehicle Inspection Regulation*, section 14.

14. An automotive business cannot say or do anything that might reasonably mislead or deceive a consumer. Further, an automotive business cannot represent that a vehicle has or does not have a particular history or usage that is different from the fact.⁷ A reasonable consumer would expect that an automotive business would disclose to the consumer any previous damage to a used vehicle or any mechanical issues. A reasonable consumer could be deceived or misled if the automotive business failed to disclose previous damage or mechanical issues or made inaccurate statements about the degree of damage or the scope of required repairs.
15. Further, a reasonable consumer would expect an automotive business to include the negotiated terms of a sale transaction in purchase documents, such as an Offer to Purchase and a Bill of Sale. A reasonable consumer could be deceived or misled if an automotive business incorrectly advised that negotiated terms were reflected in purchase documents.
16. If an automotive business contravenes the *Consumer Protection Act* or any regulations, there is an option under section 152 for the automotive business to enter an undertaking with the Director. However, if the automotive business later fails to comply with the undertaking, it has contravened the *Consumer Protection Act*.⁸

AGREED FACTS

a) Sale of the Vehicle to SD

17. The Appellant purchased the Vehicle at an auction for \$8,600.00 on January 18, 2023. The Vehicle was an out-of-province motor vehicle under the *Vehicle Inspection Regulation*⁹ because it was not registered in Alberta and was last registered in Manitoba.¹⁰
18. The auction's Bill of Sale included information about the Vehicle, including: **[TAB 4.D.11]**

ANNOUNCEMENTS

AIRBAG LIGHT ON – AIRBAGS DEPLOYED – UNSAFE TO DRIVE

RED LIGHT AS IS DUE TO AIRBAGS DEPLOYED

STRUCTURAL UNIBODY DAMAGE

ROCKER PANEL DAMAGE

ENGINE STARTS AND RUNS

Unit is Subject to Additional \$115.00 Third Party Buyers Fee

ALBERTA REGISTRATION AVAILABLE FOR A FEE. OOP REGISTRATION ONLY AVAILABLE IF DECLARED, FOR A FEE, CONTACT THE AUCTION TO ORDER.

⁷ *Consumer Protection Act*, section 6(4)(a) and (h).

⁸ See *Consumer Protection Act*, section 163(d).

⁹ *Vehicle Inspection Regulation*, section 1(1)(o).

¹⁰ See the auction's Bill of Sale at **TAB 4.D.11**.

Structural Damage
Airbags missing

19. The Appellant had a third-party company complete repairs on the vehicle in June 2023, which included airbag reinstallation. The Appellant paid \$6,437.19 for the repairs. **[TAB 4.D.12]**
20. On January 8, 2024, SD attended the Appellant's dealership and test drove the Vehicle. SD found that the Vehicle drove smooth, noting that the only issues were a signal light that did not stay on and a flashing odometer. The Appellant's salesperson told SD that the repairs for the noted deficiencies would be a quick job.
21. SD asked to see a Carfax Report for the Vehicle. A Carfax Report dated January 8, 2024 shows: **[TAB 4.D.9]**
 - An unreported claim of \$803.81 dated January 26, 2016;
 - An unreported claim of \$736.36 dated January 6, 2021;
 - An unreported claim of an unknown amount dated January 13, 2022.
22. SD noted that the Carfax listed a recall on the hatch and a rear collision that had occurred on January 13, 2022. The Appellant's salesperson told SD that the collision was likely very minor, and that the previous owner may have backed into something and had it repaired outside of insurance as there was no claim noted in the Carfax Report.
23. The Appellant's purchase price for the Vehicle was \$17,988.00. SD negotiated with the Appellant to lower the asking price by \$1,000, based on the deficiencies noted. A salesperson completed an Offer to Purchase document, which showed that: **[TAB 4.D.3]**
 - the market value of the Vehicle was \$17,900.00;
 - there was an "administration" fee of \$799.00, which was crossed out;
 - there was an "AMVIC" fee of \$6.25, which was crossed out;¹¹
 - SD paid a non-refundable partial payment of \$1,000.00; and
 - the balance due was \$17,800.25.
24. SD asked about the \$1,000.00 they had negotiated to lower the purchase price. The Appellant's representative advised that the \$1,000.00 was applied by removing fees. However, the sum of the fees that are crossed out is not \$1,000.00. Further, the balance due that is listed does not account for the \$1,000.00 non-refundable partial payment that SD paid.
25. SD purchased the Vehicle the same day. Before entering the Bill of Sale, the Appellant did not

¹¹ Every business that sells a vehicle to an end user is required to remit a levy to AMVIC on a per vehicle basis. AMVIC is authorized to collect the levy under section 136(8) of the *Consumer Protection Act*.

- provide SD with an out-of-province motor vehicle inspection certificate;¹²
- provide SD with a written statement advising that the Vehicle was an out-of-province vehicle for which there was no out-of-province motor vehicle inspection certificate;¹³
- provide SD with a mechanical fitness assessment;¹⁴
- disclose whether the Vehicle had previously been owned by a rental vehicle business or used as a rental vehicle on a daily or other short-term basis;¹⁵
- disclose that the Vehicle had been damaged and that the total cost of repairs to fix the damage exceeded \$3,000.00.¹⁶ Particularly, the Appellant did not advise SD of the repairs totaling \$6,437.19 that were completed in June 2023;
- obtain written confirmation from SD that SD had received vehicle history information required to be provided under section 31.1 of the *Automotive Business Regulation*.¹⁷

26. SD signed the Bill of Sale, which showed a balance due of \$17,800.25. **[TAB 4.D.4].**¹⁸ The Bill of Sale did not include:

- the date that the Vehicle was to be delivered to SD;¹⁹
- a mechanical fitness assessment issued under the *Vehicle Inspection Regulation*;²⁰
- a disclosure statement or any documentation respecting the Vehicle's previous use, history or condition;²¹
- a declaration that the Appellant had disclosed to SD the Vehicle's history information as required by section 31.1 of the *Automotive Business Regulation*;²²

27. At the time of the purchase, SD and the Appellant agreed that the Vehicle was to be delivered to SD on January 9, 2024. However, SD was not able to take possession of the Vehicle on January 9, 2024 due to parts not being available and other subsequent reasons.

28. When SD did eventually take possession of the Vehicle, she encountered various mechanical issues, which are described in detail in her complaint **[See TAB 4.A. and 4.D.1].** During their interactions, SD requested that the Appellant reverse the transaction or refund the \$1,000.00 partial payment she had made, due to the mechanical condition of the Vehicle. The Appellant refused to refund SD the \$1,000.00 and offered to put her in another vehicle from their lot. SD declined the offer.

¹² See *Vehicle Inspection Regulation*, section 14(a).

¹³ See *Vehicle Inspection Regulation*, section 14(b).

¹⁴ See *Vehicle Inspection Regulation*, section 15(1).

¹⁵ See *Automotive Business Regulation*, section 31.1(1)(f).

¹⁶ See *Automotive Business Regulation*, section 31.1(1)(h)

¹⁷ See *Automotive Business Regulation*, section 31.3.

¹⁸ Note that the Bill of Sale that the Appellant provided to SD at the time of the transaction is at **TAB 4.D.4.** The Appellant's Bill of Sale at **TAB 4.D.5** is not the version that SD received.

¹⁹ See *Automotive Business Regulation*, section 31.2(1)(i).

²⁰ See *Automotive Business Regulation*, section 31.2(u)

²¹ See *Automotive Business Regulation*, section 31.2(1)(v).

²² See *Automotive Business Regulation*, section 31.2(1)(w).

b) Undertaking dated June 22, 2023

29. AMVIC received a complaint in December 2022 related to the Appellant's sale of a 2017 Volkswagen Golf to a consumer. On June 22, 2023, the Appellant acknowledged and admitted that it had failed to comply with provisions of the *Consumer Protection Act*, the *Automotive Business Regulation*, and the *Vehicle Inspection Regulation* and voluntarily agreed to enter an undertaking. The undertaking included the following terms: **[TAB 4.D.20]**

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

2. The Supplier will undertake to ensure they are not engaging in business practices that could mislead or deceive a consumer as per Section 6(4)(a) of the [*Consumer Protection Act*].
3. The Supplier will undertake that all [mechanical fitness assessments] are completed in full and by a licensed technician and is given to a consumer before entering into a contract to sell motor vehicles as per Section 15 of the [*Vehicle Inspection Regulation*]. Additionally, the Supplier will undertake to ensure they comply with the legislative requirements outlined in the sale of an out-of-province motor vehicle as per Section 14 of the [*Vehicle Inspection Regulation*].
6. The Supplier will undertake to ensure their [Bill of Sale] is completed in full and properly itemizes the accurate details of the transaction in accordance with the requirements of Section 31.2 of the [*Automotive Business Regulation*].
7. The Supplier will undertake to disclose the vehicle history information, as applicable, in writing to consumers before entering into a contract as per the requirements in Section 31.1 and 31.3 of the [*Automotive Business Regulation*].

28. The undertaking was in effect at all material and relevant times, including January 2024. The terms of the undertaking have not been cancelled, changed or varied.

FACTS RELEVANT TO THE ADMINISTRATIVE PENALTY

29. The Appellant was aware or ought to have been aware of their obligations under the *Consumer Protection Act*, the *Automotive Business Regulation*, and the *Vehicle Inspection Regulation*. Salespersons employed by the Appellant must be registered with AMVIC and as part of their initial registration must complete the Salesperson Registration Course.²³ The Salesperson Registration Course requires applicants to demonstrate knowledge of regulatory requirements.

²³ AMVIC Licensing Policy, version 8 (January 8, 2024), section 3.2.2.e. See **TAB 12**.

30. Further, the Appellant received a letter from AMVIC pursuant to an investigation, dated April 29, 2021 and September 1, 2022. **[TAB 4.D.21]** The letters describe concerns about the Appellant's compliance with the same legislated requirements. AMVIC investigators reproduced legislative provisions in the letters for the Appellant's review and reference.
31. During this time, AMVIC issued industry bulletins that discuss regulatory requirements. A reasonable business operator would read bulletins issued by their regulator, be aware of their obligations, and comply with those obligations. **[TABS 5 – 11]**
32. AMVIC then received the consumer complaint that led to the Appellant's voluntary undertaking with the Director on June 22, 2023. The Appellant admitted to having contravened the *Consumer Protection Act, Automotive Business Regulation, and Vehicle Inspection Regulation*.

ADMISSIONS

33. The Appellant acknowledges and admits that it:
 - a. contravened section 14 of the *Vehicle Inspection Regulation* and section 12(o) of the *Automotive Business Regulation* when it failed to provide to SD before the sale:
 - i. an out-of-province motor vehicle inspection certificate, or
 - ii. a written statement advising that the Vehicle was an out-of-province motor vehicle for which there was no subsisting out-of-province motor vehicle inspection certificate before the sale;
 - b. contravened section 15(1) of the *Vehicle Inspection Regulation* and section 12(o) of the *Automotive Business Regulation* when it failed to provide a mechanical fitness assessment to SD before entering the Bill of Sale on January 8, 2024;
 - c. contravened section 31.1 of the *Automotive Business Regulation* when it failed to disclose accurate vehicle history information to SD before SD signed the Bill of Sale;
 - d. contravened section 31.2 of the *Automotive Business Regulation* when it failed to include all required information in the Bill of Sale provided to SD on January 8, 2024;
 - e. contravened section 31.3 of the *Automotive Business Regulation* when it failed to obtain written confirmation from SD that SD had received the vehicle history information required by section 31.1 of the *Automotive Business Regulation*;

- f. engaged in an unfair practice under section 6(4)(a) of the *Consumer Protection Act* when it made statements and representations to SD that could reasonably be expected to deceive or mislead a consumer;
- g. engaged in an unfair practice under section 6(4)(h) of the *Consumer Protection Act* when it represented the particular history of the Vehicle different from the fact;
- h. contravened the *Consumer Protection Act* when it failed to comply with an undertaking the Appellant gave to the Director on June 22, 2023.

JOINT SUBMISSION ON PENALTY

34. Based on the Appellant's admissions above, the Appellant and the Director jointly recommend that the Appeal Board make the following order under section 179(6) of the *Consumer Protection Act*:

The Director of Fair Trading (as Delegated)'s decision dated March 7, 2025 to issue a \$17,000 Administrative Penalty against Auto House Ltd. is hereby varied by substituting an Administrative Penalty of \$14,000 in place of the previous Administrative Penalty.

Dated at "Calgary", Alberta, this "06" day of October, 2025.

"I. Hussain"

I. Hussain, General Manager
Auto House Ltd.

"Arvinder Brar"

WITNESS

"Arvinder Brar"

PRINT NAME