

December 15, 2025

Administrative Review – 25-08-014

Served via email: [REDACTED]

### **Administrative Penalty**

NORTH POINT MOTORS INC.  
9739 63 AVENUE NW  
EDMONTON, AB  
T6E 0G7

**Attention: Jasbir Mann**

Dear Jasbir Mann:

**Re: North Point Motors Inc. – Provincial Automotive Business Licence No. B2012387**

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.

### **Facts**

The evidence before me in relation to this matter consists of the material contained in an Alberta Motor Vehicle Industry Council ("AMVIC") industry standards department application report (the "Application Report") prepared by an industry standards officer ("ISO") and the manager of industry standards. A copy of the Application Report is attached as Schedule "A" to this letter. The Supplier provided written representations via email dated Dec. 13, 2025 (attached as Schedule "B"), in response to the Proposed Administrative Penalty, which I have also taken into consideration.

### ***Licensee Status***

North Point Motors Inc. (the "Supplier") holds an automotive business licence and is licensed to carry on the designated business activities of retail sales and wholesale sales in the Province of Alberta.

### ***Direct communications with the Supplier and its representatives***

1. On Dec. 21, 2016, an AMVIC industry standards inspection was completed at the business location of the Supplier. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on Dec. 21, 2016. The Findings Letter outlined some concerns including but not limited to:

- a) Advertising issues contrary to requirements in Section 11 of the Automotive Business Regulation ("ABR").
  - b) Unfair practices in relation to using misleading business name contrary to requirements in Section 12(a) of the ABR and Section 6(4)(a) of the CPA.
  - c) One salesperson acting as a designated agent for the Supplier did not have the required salesperson registration contrary to the requirements in the ABR.
  - d) Issues with the completion of and/or disclosure of Mechanical Fitness Assessments ("MFA") contrary to Sections 15(1) and 16 of the Vehicle Inspection Regulation ("VIR").
2. On Oct. 15, 2018, a second AMVIC industry standards inspection was completed at the business location of the Supplier. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on Dec. 7, 2018. The Findings Letter outlined some concerns including but not limited to:
  - a) Various advertising issues contrary to requirements in Sections 11 and 12 of the ABR and Section 6 of the Cost of Credit Disclosure Regulation ("COC").
  - a) During the inspection, 12 deals were reviewed by the ISO that had an advertisement to compare with the vehicle that was sold, one did not reflect all-in pricing contrary to Section 11(2)(l) of the ABR.
  - b) Issues with the completion of and/or disclosure of MFAs contrary to Section 15(1) of the VIR.
3. On Oct. 9, 2020, a third AMVIC industry standards inspection was completed on the Supplier. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on Oct. 26, 2020. The Findings Letter outlined some concerns including but not limited to:
  - a) Various issues with the completion of and/or disclosure of MFAs contrary to Section 15(1) of the VIR.
  - b) Issues with the disclosure of vehicle history information contrary to Section 31.1 of the ABR.
  - c) A number of the bills of sale that were reviewed in the deal jackets had issues contrary to Section 31.2 of the ABR.

On Oct. 26, 2020, the Supplier was issued a Warning Letter as a result of the findings identified in the Oct. 9, 2020 inspection.
4. On Nov. 9, 2022, a fourth AMVIC industry standards inspection was completed on the Supplier. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on Nov. 10, 2022. The Findings Letter outlined some concerns including but not limited to:
  - a) During the inspection, one deal that was reviewed by the ISO did not reflect all-in pricing contrary to Section 11(2)(l) of the ABR.

- b) Issues with the disclosure of vehicle history information contrary to Section 31.1 of the ABR.
  - c) A number of the bills of sale that were reviewed in the deal jackets had issues contrary to Section 31.2 of the ABR.
- 5. On Oct. 30, 2024, a fifth AMVIC industry standards inspection was completed on the Supplier. This inspection focused on the Supplier's advertisements and adhering to all-in pricing legislation and was not a comprehensive inspection. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on Nov. 8, 2024. The Findings Letter outlined some concerns including but not limited to:
  - a) During the inspection, 21 used vehicle files were reviewed by the ISO and of those 21 vehicles, seven vehicles were found to be advertising the vehicles available for sale 14 days after the vehicles were sold contrary to requirements in Section 11(2)(o) of the ABR.
- On Nov. 8, 2024, the Supplier was issued a Warning Letter as a result of the findings identified in the Oct. 30, 2024 inspection.
- 6. On June 12, 2025, a sixth AMVIC industry standards inspection was completed on the Supplier. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on June 26, 2025. The Findings Letter outlined some concerns including but not limited to:
  - a) Various advertising issues contrary to requirements in Section 11 of the ABR.
  - b) During the inspection, 15 vehicle files were reviewed by the ISO and of those 15 vehicles, two vehicles were found to be advertising the vehicles available for sale 14 days after the vehicles were sold contrary to requirements in Section 11(2)(o) of the ABR.
  - c) Issues with the disclosure of vehicle history information contrary to Section 31.1 of the ABR.
  - d) A number of the bills of sale that were reviewed in the deal jackets had issues contrary to Section 31.2 of the ABR.
  - e) Compliance issues with selling out of province vehicles and salvage vehicles and not providing the required information to consumers contrary to requirements in Sections 13 and 14 of the VIR.
- 7. The Proposed Administrative Penalty dated Nov. 13, 2025 was served to the Supplier on Nov. 13, 2025. The Proposed Administrative Penalty provided the Supplier an opportunity to make written representations by Dec. 15, 2025. On Dec. 13, 2025, the Supplier provided written representations in response to the Proposed Administrative Penalty (see Schedule "B").



## **Applicable Legislation**

### **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

(m) includes the stock number of the specific vehicle that is advertised as being available for sale at the time the advertisement is placed,

(o) does not advertise a specific vehicle for sale if more than 14 days have elapsed since the vehicle was sold.

### **General codes of conduct**

##### **Section 12**

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

(o) comply with any legislation that may apply to the selling, leasing, consigning, repairing, installing, recycling or dismantling of vehicles.

### **Vehicle history information**

##### **Section 31.1**

(1) A business operator engaged in automotive sales must disclose the following information in accordance with subsection (2), on the basis of information the business operator knew or ought to have known:

- (a) whether the vehicle has been bought back by the manufacturer under the Canadian Motor Vehicle Arbitration Plan;
- (b) whether the vehicle has sustained damage caused by fire;
- (c) whether the vehicle has sustained damage caused by immersion in liquid to at least the level of the interior floorboards;
- (d) whether the vehicle has been used as a police car or an emergency vehicle;
- (e) whether the vehicle has been used as a taxi cab or a limousine;
- (f) whether the vehicle has been previously owned by a rental vehicle business or used as a rental vehicle on a daily or other short-term basis;
- (g) whether the vehicle has, at any time, been assigned a status in one of the following categories under the Vehicle Inspection Regulation (AR 211/2006) or an equivalent status under the laws of another jurisdiction:
  - (i) salvage motor vehicle;
  - (ii) non-repairable motor vehicle;
  - (iii) unsafe motor vehicle;
- (h) whether the vehicle has been damaged in an incident or collision where the total cost of repairs fixing the damage exceeded \$3000 and, if the repairs were carried out by the business operator, the total cost of the repairs;
- (i) whether the vehicle was registered in any jurisdiction other than Alberta immediately before it was acquired by the business operator and, if so,

- (i) the name of the jurisdiction in which the vehicle was previously registered,
  - (ii) whether the vehicle was required to be inspected prior to registration in Alberta, and
  - (iii) whether the vehicle passed or failed any required inspections.
- (2)** The business operator must disclose the information required under subsection (1) in a clear and legible manner
- (a) in any online advertisement for the vehicle,
  - (b) on any sales tag affixed to the vehicle, and
  - (c) in writing to the consumer before purchase.

**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.

## **Vehicle Inspection Regulation**

### **Sale of salvage motor vehicle**

#### **Section 13**

A person shall not sell a motor vehicle that is a salvage motor vehicle unless, before the sale,

- (a) the person provides the buyer with a subsisting salvage motor vehicle inspection certificate for the motor vehicle, or
- (b) the person provides the buyer with a written statement advising that the vehicle is a salvage motor vehicle for which there is no subsisting salvage motor vehicle inspection certificate.

### **Sale of out of province motor vehicle**

#### **Section 14**



A person shall not sell a motor vehicle that is an out of province motor vehicle unless, before the sale,

- (a) the person provides the buyer with a subsisting out of province motor vehicle inspection certificate for the motor vehicle, or
- (b) the person provides the buyer with a written statement advising that the motor vehicle is an out of province motor vehicle for which there is no subsisting out of province motor vehicle inspection certificate.

### **Consumer Protection Act**

#### **Unfair practices**

#### **Section 6**

(3) It is an unfair practice for a supplier

- (a) to enter into a consumer transaction if the supplier knows or ought to know that the consumer is unable to receive any reasonable benefit from the goods or services;

### **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.

### **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 ABR and VIR?**

An AMVIC industry standards inspection was completed on Dec. 21, 2016. The inspection findings were discussed with the Supplier and a Findings Letter was emailed to the Supplier on Dec. 21, 2016. The Findings Letter addressed a number of legislative breaches including unfair practices, advertising and MFA issues.

Four subsequent AMVIC industry standards inspections were completed in 2018, 2020, 2022 and 2024. As a result of each inspection, the inspection findings were discussed with the Supplier. After each inspection a Findings Letter was completed and provided to the Supplier providing education to the Supplier. The Findings Letters addressed a number of legislative breaches including unfair practices, compliance issues with advertising, MFA compliance issues, vehicle history information disclosure and bill of sale compliance issues. Furthermore, the Supplier was issued Warning Letters as a result of the findings identified in the 2020 and 2024 inspections.

On June 12, 2025, a sixth AMVIC industry standards inspection was completed on the Supplier. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on June 26, 2025. Based on the facts outlined in the Application Report and supporting documents (see Schedule "A"), I will be considering the alleged breaches from the 2025 AMVIC industry standards inspection.



#### A. Advertisements Missing Stock Numbers (11(2)(m) ABR)

Facebook advertisements by the Supplier were reviewed by the ISO. During the inspection the ISO found two advertisements (see Schedule "A"; Exhibit 9) that did not include the stock number as required by Section 11(2)(m) of the ABR.

The previous ISO inspections completed in 2016 and 2018 had found the Supplier was not including the stock numbers in their advertisements, as indicated in the Findings Letters which provided the Supplier the relevant education. In addition, the Findings Letters in 2020 and 2022 provided the Supplier the relevant legislative section regarding the requirement of all advertising to include the stock number of the vehicle being advertised.

The Director finds that on a balance of probabilities, the Supplier has breached Section 11(2)(m) of the ABR.

#### B. Advertising after the Sale (11(2)(o) ABR)

Stock No. 7030 and Stock No. 6776 (see Schedule "A"; Exhibits 11-12) were still advertised on the Supplier's website as available for sale 14 days after the vehicle was sold contrary to Section 11(2)(o) of the ABR.

The ISO pulled advertisements from the Supplier's website on May 11, 2025 for both Stock No. 7030 and Stock No. 6776. During the inspection the ISO found that these vehicles had already been sold by the Supplier. Stock No. 7030 was sold on April 24, 2025 and was still being advertised for sale 17 days after the vehicle had been sold. Stock No. 6776 was sold on Feb. 27, 2025 and was still being advertised for sale 73 days after the vehicle had been sold.

The Director finds that on a balance of probabilities, the Supplier has breached Section 11(2)(o) of the ABR.

#### C. Vehicle History Information Disclosure (31.1 ABR)

Section 31.1 of the ABR specifies the vehicle history information that must be disclosed to a consumer and also states that the vehicle history information must be disclosed in any online advertisement, on any sales tag affixed to the vehicle and in writing to the consumer before purchase.

During the 2025 inspection the ISO reviewed the advertisement for 2011 Chevrolet Avalanche (see Schedule "A"; Exhibit 10) on the Supplier's website and Facebook. The AMVIC ISO identified that the Supplier failed to disclose prior damages over \$3,000 in the Supplier's advertisements.

A Carfax Vehicle History Report completed on June 11, 2025 identified that the 2011 Chevrolet Avalanche was involved in a collision on Jan. 19, 2025 totalling \$3,132.

Section 31.1(1)(h) of the ABR states that a business operator engaged in automotive sales must disclose whether the vehicle has been damaged in an incident or collision where the total cost of repairs fixing the damage exceeded \$3,000 and in accordance with Section 31.1(2)(a) that information must be disclosed in any online advertisement.

The Director finds that on a balance of probabilities, the Supplier has breached Section 31.1 of the ABR.

#### D. Bill of Sale Issues (31.2(1) ABR)

On Oct. 31, 2018, legislation was put into effect with regards to BOS requirements. Between Sept. 25, 2018 and Nov. 6, 2018, AMVIC sent out a number of industry bulletins, updated the AMVIC website with information regarding the legislative amendments, sent multiple bulletins to inform the industry and the public regarding the changes, updated social media regularly, sent out a special edition of the IMPACT newsletter to the industry regarding the legislative changes and all AMVIC employees had an email signature attached to staff emails regarding the legislative changes. These are just a few of the initiatives that AMVIC took to ensure all licensees were advised of the legislative changes that were coming into effect on Oct. 31, 2018 regarding the BOS.

In reviewing the documentation before me, relating to the most recent inspection conducted on June 12, 2025, it is noted that the Supplier continues to not comply with the rather straightforward legislation when completing their bills of sale despite previous inspections and education.

The bills of sale reviewed identified the following breaches and deficiencies:

- The BOS for Stock No. 8883 (see Schedule "A"; Exhibit 13) was missing the number of the government-issued identification that the business operator used to confirm the identity of the consumer as required by Section 31.2(1)(b) of the ABR.
- The BOS for Stock No. 3602 (see Schedule "A"; Exhibit 14) was missing the itemization of finance fees from the lending institute. Finance contract documents listed a total amount financed as \$13,467.10, which includes a "PPSA Registration Fee" of \$40 and a "Lender Administration Fee" of \$1,295, the BOS does not include those fees and the listed the financed amount is \$11,332.90. Therefore, the BOS amount did not match to the finance contract. The BOS must itemize all applicable fees and charges the consumer is to pay in accordance with Section 31.2(1)(j) of the ABR.
- The BOS for Stock No. 5965 has the delivery date of Feb. 11, 2025 which is before the BOS date of March 10, 2025 (see Schedule "A"; Exhibit 15).
- For Stock No. 0430 a deposit of \$500 was taken from the consumer on March 4, 2025 as per the debit card receipt, however it was not itemized on the BOS as required by Section 31.2(1)(n) of the ABR (see Schedule "A"; Exhibit 16).

Based on the evidence before me, on a balance of probabilities, I find the Supplier has breached Section 31.2(1) of the ABR.



#### E. Out of Province Inspection Issues (14 VIR)

Section 14 of the VIR requires that a Supplier shall not sell a motor vehicle that is an out of province motor vehicle unless, before the sale, either:

- (a) the person provides the buyer with a subsisting out of province motor vehicle inspection certificate for the motor vehicle, or
- (b) the person provides the buyer with a written statement advising that the motor vehicle is an out of province motor vehicle for which there is no subsisting out of province motor vehicle inspection certificate.

As per the Findings Letter dated July 26, 2025, the Stock No. 8883 had an out of province inspection certificate in the deal file, however when the Supplier was asked if the consumer receives a copy of the certificate the Supplier said no.

Based on the evidence put forward, the Director is unable to determine whether or not the consumer received an out of province inspection certificate or a written statement as noted above and therefore there is insufficient evidence to determine if there has been a breach of Section 14 of the VIR.

#### F. Other Considerations

In addition to the individual education AMVIC provided the Supplier in the form of the Findings Letters provided after each AMVIC industry standards inspection, AMVIC has issued industry bulletins and newsletters over the past two years explaining advertising regulations to educate the automotive industry as a whole. As a licensed member of the automotive industry, the Supplier would have received the AMVIC industry bulletins and newsletters, and in the opinion of the Director, is expected to have reviewed these education bulletins and newsletters to ensure their business practices are in compliance.

There exists an onus on the Supplier to do their due diligence and ensure they are complying with the legislation that governs the regulated industry they have chosen to be a member of. 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 a 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."*

The Supplier's business practices discussed above leverages the Supplier's knowledge and position, and does not foster a level playing field between the consumer and the Supplier, leading to harm to consumers. It further concerns the Director that the Supplier has continued to breach rather straightforward legislation, to the detriment of consumers, despite the education provided by AMVIC.

The aggravating factors in this matter include the Supplier's continued non-compliance with the rather straightforward requirements of the legislation despite education provided to the Supplier.

This Administrative Penalty is taking into account the number and seriousness of the contraventions of the legislation found during the sixth inspection; and the aggravating factors listed above.

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.

### Action

In accordance with Section 158.1(a) of the CPA and based on the above facts, I am requiring that North Point Motors Inc. an Administrative Penalty. This is based on my opinion that North Point Motors Inc. has contravened Sections 11(2)(m), 11(2)(o), 31.1 and 31.2 of the ABR.

Taking into consideration all the evidence currently before the Director, the amount of the Administrative Penalty is **\$2,500**.

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:

1. The harm on the persons adversely affected by the contraventions or failure to comply;
2. The degree of wilfulness or negligence in the contravention or failure to comply;
3. Administrative Penalties issued in similar circumstances;
4. The maximum penalty under Section 158.1(3) of the CPA of \$100,000; and
5. The deterrent effect of the penalty.

### The amount of the Administrative Penalty is \$2,500.

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)  
Gerald Gervais, Registrar  
Director of Fair Trading (as Delegated)

GG/ks  
Encl.

cc: Roxanne S [REDACTED], Manager of Industry Standards, AMVIC