

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

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

BY: **CITY CAR SALES LTD.**
in the City of Calgary, in the Province of Alberta
(hereinafter called the "Supplier")

TO: **The DIRECTOR OF FAIR TRADING (as delegated)**
(hereinafter called the "Director")

WHEREAS:

- A. At the time of the complaint, the Supplier was licensed by the Alberta Motor Vehicle Industry Council ("AMVIC") to carry on the automotive business activities of retail sales and wholesale sales in the Province of Alberta.
- B. An administrative review was held on Nov. 25, 2025 at 9:01 a.m. via teleconference call. Participating in the administrative review were Maninder Thind, owner/director of the Supplier; R. B. [REDACTED], AMVIC investigator; T. J. [REDACTED], AMVIC manager of investigations south and Katie Lockton, Director of Fair Trading (as delegated).
- C. A consumer ("JA") purchased a 2019 Ford F-150 (the "Ford") from the Supplier on May 16, 2025. On May 17, 2025, JA took possession of the Ford and on his way home from the Supplier the check engine light came on. JA immediately returned to the Supplier and the salesperson used a code scanner on the Ford and told JA that the Ford required new catalytic converters.
- D. The salesperson then advised JA, that Supplier would cover the cost of the labour but that JA would have to spend \$700-800 for the parts to complete the repairs. During the conversation, the salesperson and JA could not come to an agreement and Mr. Thind agreed to complete the repairs at no cost to the consumer.
- E. Shortly after JA took the Ford to the Supplier to get the required repairs completed. After JA picked the Ford up from the Supplier the check engine light came on again. When JA contacted the Supplier, it came to light that not all the parts needed to complete the repair had arrived. The Supplier requested JA bring the Ford back at a later date when the correct parts would be available.
- F. JA brought the Ford back a second time, however JA had submitted a complaint to AMVIC and the Supplier was no longer willing to have the Ford fixed until such time that the complaint process had been completed. The Supplier instructed JA to pick up the Ford as they did not have the space to store it while the complaint process proceeded.

- G. JA took the Ford to a licensed technician to get an estimate for the repairs required on the Ford, including the cost to replace the catalytic converter. The estimate from the third party repair shop, including the diagnostic cost to have the estimate completed and the cost to replace the catalytic converter totaled \$3,030.11.
- H. During the investigation, it was determined that the Supplier had mislead JA through their words and actions contrary to Section 6(4)(a) of the CPA.

Consumer Protection Act**Unfair practices****Section 6**

- (4) Without limiting subsections (2) and (3), the following are unfair practices if they are directed at one or more consumers or potential consumers:
- (a) a supplier's doing or saying anything that might reasonably deceive or mislead a consumer;
- I. The bill of sale ("BOS") completed by the Supplier completed for the sale of the Ford to JA was not completed in compliance with Section 31.2 of the Automotive Business Regulation ("ABR").

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 Mechanical Fitness Assessment ("MFA") that was completed and provided to JA 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 Vehicle Inspection Regulation ("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. Prior to the administrative review, the Supplier submitted an estimate to have the catalytic converters replaced in the Ford as well as screenshots that showed the actual cost of the parts if they were to order them. The estimate provided by the Supplier from a third party repair business indicated the total cost to the Supplier if they were to have the Ford repaired was significantly lower for a total of \$1,641.15. The AMVIC investigator put forward during the administrative review that JA wanted to have the repairs completed at his trusted third party repair business that he provided the estimate from.
- L. 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 indicated they take their compliance with the legislation seriously and are committed to working with the regulator.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1. The Supplier acknowledges and admits that it failed to comply with the provisions of the CPA and ABR, and undertakes to the Director that the Supplier will make every effort to ensure that it does not engage in acts or practices similar to those described above.
2. The Supplier will undertake to ensure that they do not do or say anything that might reasonably mislead or deceive a consumer in accordance with Section 6(4)(a) of the CPA.
3. The Supplier will undertake to ensure their BOS is completed in full and in compliance with Section 31.2 of the ABR.
4. The Supplier will undertake to ensure that an MFA is completed in full and provided to a consumer prior to entering into a consumer transaction in compliance with Section 15 of the VIR.
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 **July 31, 2026**.
6. The Supplier agrees to pay JA **\$2,400** towards the repair cost to replace the catalytic converters in the Ford. Such payment is to be made as directed within **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 24 day of December, 2025 .

PER: "original signed by"
City Car Sales Ltd.
Maninder THIND
Director

ACCEPTED by the Director of Fair Trading on the 7 day of January, 2026.

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