

February 4, 2026

Administrative Review – 25-11-008
Served via email: [REDACTED]

Administrative Penalty

GO AUTO RED DEER CHRYSLER DODGE JEEP RAM LTD.
29 PETROLIA DRIVE
RED DEER COUNTY, AB
T4E 1B3

Attention: Michael Priestner and Christopher Burrows

Dear Michael Priestner and Christopher Burrows:

**Re: Go Auto Red Deer Chrysler Dodge Jeep Ram Ltd.
– Provincial Automotive Business Licence No. B2010167**

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”) 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 Jan. 14, 2026 (attached as Schedule “B”), in response to the Proposed Administrative Penalty, which I have also taken into consideration.

Licensee Status

At the time of the AMVIC industry standards inspection, Go Auto Red Deer Chrysler Dodge Jeep Ram Ltd. (the “Supplier”) held an automotive business licence to carry on the designated business activities of new and used sales, garage, leasing, service station and wholesale sales in the Province of Alberta.

The Supplier “sold the business and related operating assets” on Nov. 17, 2025 (see Schedule “B”). The Supplier was an AMVIC licensed business at the time of the inspection. The sale of the business does not absolve the Supplier from the responsibility for the legislative breaches found during the AMVIC industry standards inspection, which was completed on Oct. 23, 2025, prior to the sale of the business.

Direct communications with the Supplier and its representatives

1. On April 11, 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 April 12, 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”) and Sections 4 and 6 of the Cost of Credit Disclosure Regulation (“COC”).
 - b) During the inspection, five deals were reviewed by the ISO and compared with an advertisement and of those five deals, two did not reflect all-in pricing contrary to Section 11(2)(l) of the ABR.
 - c) Issues with the completion of and/or disclosure of Mechanical Fitness Assessments (“MFAs”) contrary to Section 15(1) of the Vehicle Inspection Regulation (“VIR”).

2. On May 16, 2024, a second AMVIC industry standards inspection was completed on the Supplier. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on May 23, 2024. The Findings Letter outlined some concerns, including but not limited to:
 - a) Advertising issues contrary to requirements in Section 11 of the ABR.
 - b) Issues with the completion of and/or disclosure of MFAs contrary to Section 15(1) of the VIR.
 - c) A number of the bills of sale (“BOS”) that were reviewed in the deal jackets had issues contrary to Section 31.2 of the ABR.

3. On Oct. 23, 2025, a third AMVIC industry standards inspection was completed on the Supplier. This inspection focused specifically on the Supplier’s advertising and compliance with all-in pricing legislation. The inspection conducted on Oct. 23, 2025 was therefore not comprehensive in nature and as such, not all documentation or business practices were reviewed in comparison to the previous comprehensive inspections conducted. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on Nov. 5, 2025. The Findings Letter outlined some concerns, including but not limited to:
 - a) During the inspection, 21 deals were reviewed by the ISO and compared with an advertisement and of those 21 deals, two did not reflect all-in pricing contrary to Section 11(2)(l) of the ABR.
 - b) During the inspection, three vehicles that had been sold were still being advertised for sale on the Supplier’s website after more than 14 days had elapsed contrary to Section 11(2)(o) of the ABR.

4. Selling a vehicle over the advertised price was found in two of the three AMVIC inspections, based on the Findings Letters provided to the Supplier following each AMVIC industry standards inspection.

5. The Proposed Administrative Penalty dated Dec. 11, 2025 was served to the Supplier on Dec. 15, 2025. The Proposed Administrative Penalty provided the Supplier an opportunity to make written representations by Jan. 19, 2026. On Jan. 14, 2026, 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

- (l) includes in the advertised price for any vehicle the total cost of the vehicle, including, but not limited to, all fees and charges such as the cost of accessories, optional equipment physically attached to the vehicle, transportation charges and any applicable taxes or administration fees, but not including GST or costs and charges associated with financing, and
- (o) does not advertise a specific vehicle for sale if more than 14 days have elapsed since the vehicle was sold.

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.

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?

An AMVIC industry standards inspection was completed on April 11, 2016. The inspection findings were discussed with the Supplier and a Findings Letter was emailed to the Supplier on April 12, 2016. The Findings Letter addressed a number of legislative breaches including advertising compliance, MFA compliance issues and selling vehicles over the advertised price.

A second AMVIC industry standards inspection was completed on May 16, 2024. As a result of the inspection, the inspection findings were discussed with the Supplier. A Findings Letter was completed and provided to the Supplier providing education to the Supplier on May 23, 2024. The Findings Letter addressed a number of legislative breaches including compliance issues with advertising, MFA compliance issues and BOS compliance issues. The Director has not considered breaches from previous AMVIC inspections to determine the amount of the Administrative Penalty.

On Oct. 23, 2025, a third AMVIC industry standards inspection was completed on the Supplier. This inspection focused solely on the Supplier's advertising and compliance with all-in pricing legislation. The inspection conducted on Oct. 23, 2025 was therefore not comprehensive in nature and as such, not all

documentation or business practices were reviewed in comparison to the previous comprehensive inspections conducted in 2016 and 2024. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on Nov. 5, 2025. Based on the facts outlined by 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. Selling Above Advertised Price (11(2)(l) ABR)

During the Oct. 23, 2025 inspection, the ISO found two vehicles were sold above the advertised price. Prices advertised must include all fees the seller intends to charge. The only fee that can be added to the advertised price is the goods and services tax ("GST") and costs associated with financing as per Section 11(2)(l) of the ABR. Pre-installed products such as batteries and anti-theft must be included in the advertised price. Destination fees, documentation fees, the AMVIC levy and tire recycling levy must be included in the advertised price. In these two consumer transactions, the Supplier derived an economic benefit of **\$14,011** at the cost of the consumers.

- Stock No. 25J7339 was sold over the advertised price by \$11,456; and
- Stock No. PI0634 was sold over the advertised price by \$2,555.

In reviewing the evidence currently before me both Stock No. 25J7339 and Stock No. PI0634 had an added cost for "PREMIUM DELIVERY" for \$995 and \$599, respectively. The Supplier's "Deal Recap" for both stock numbers show that this was charged to the consumer, at 100 percent profit, with no cost to the Supplier and there was no evidence provided to demonstrate what the charge of "PREMIUM DELIVERY" is actually for. In the opinion of the Director, based on the evidence currently available, there is no evidence to support this is an optional product and it appears to be a different name for a documentation or administrative fee, which in accordance with Section 11(2)(l) of the ABR must be included in the advertised price.

In the Supplier's written representations (see Schedule "B"), they provided the below explanation for the "PREMIUM DELIVERY" charged to consumers for Stock No. 25J7339 and Stock No. PI0634:

"A Premium Delivery charge is distinct from, and not interchangeable with, a documentation or administrative fee.

In the first transaction, a Premium Delivery fee of \$599 was charged in connection with the purchase of a used 2020 Lexus UX250H SUV on September 17, 2025 (stock no. PL0634 [sic]). This fee covered the customer's request for professional vehicle detailing prior to possession, including interior shampooing, as well as a full tank of fuel.

In the second transaction, a Premium Delivery fee of \$995 was charged to cover the customer's request for professional paint polishing, full vehicle detailing, and a full tank of fuel (stock no. 25J7339).

It is also important to note that no documentation or administrative fee was charged on either transaction, and both Premium Delivery fees were clearly listed on the Bill of Sale for the customer's review, consideration, and endorsement."

The Supplier did not provide any documentation to support their claims that the "PREMIUM DELIVERY" is for "professional vehicle detailing prior to possession, including interior shampooing, as well as a full tank of fuel" and "professional paint polishing, full vehicle detailing, and a full tank of fuel". The Supplier's "Deal Recap" for both stock numbers show that there is no cost to the Supplier for the "PREMIUM DELIVERY". In the opinion of the Director, the items included in the "PREMIUM DELIVERY" would have associated costs to the Supplier and the Supplier's records would provide evidence to support those costs, such as an invoice or workorder, internal or otherwise, for professional detailing and professional paint polishing and receipts for fuel. These documents should be appropriately maintained in the deal jacket to demonstrate the association to the cost charged to the consumer and to demonstrate the Supplier is creating and maintaining their records as required in the CPA and ABR.

In the Supplier's written representations as outlined above, the "PREMIUM DELIVERY" in relation to Stock No. PI0634 was for "professional vehicle detailing prior to possession, including interior shampooing, as well as a full tank of fuel." The Supplier's "Vehicle Cost – RO Detail Report" demonstrates the Supplier had the vehicle cleaned for the lot at a cost of \$330 including labour and "Detail Materials" between May 30 and June 30, 2025. The vehicle was sold two and half months later, with only an additional 41 kilometres on the odometer. It is not sensible to the Director that after only 41 kilometres and while being on the Supplier's lot, the vehicle would require another professional vehicle detailing when the Supplier had already had the vehicle detailed, at a significant cost, to be put on their lot for sale. The Director also finds it irregular for a brand-new vehicle (Stock No. 25J7339) to require professional paint polishing and full vehicle detailing prior to the consumer taking possession of the vehicle and for that cost to be borne by the consumer on a new vehicle purchase.

The Supplier further indicated in their written representations (see Schedule "B") that the "...Premium Delivery fees were clearly listed on the Bill of Sale for the customer's review, consideration, and endorsement." In accordance with Section 31.2(1)(l) of the ABR the BOS must include 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. Therefore, if the "PREMIUM DELIVERY" is as the Supplier explained, for options sold to the consumer, the Supplier's BOS should include each option sold to the consumer and its associated cost. There is no indication on the Supplier's BOS that the consumers were charged for vehicle detailing, paint polishing or fuel.

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:

(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;

The Director can only rely on the evidence currently available. There is no evidence currently available to the Director to support the Supplier's assertion that the "PREMIUM DELIVERY" was associated with options purchased by the consumers and not just another name for a documentation or administrative fee. Further, Section 4 of the CPA is very clear that if a provision of a document is ambiguous, the provision must be interpreted against the Supplier.

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.

A Service Alberta and Red Tape Reduction Appeal Board decision (attached as Schedule "C") further supports the sentiment of Section 4 of the CPA, at paragraph 55 the Appeal Board stated:

"This, at a minimum, pushes us to look more broadly at the context of the ABR and the CPA – and in particular at the over-arching purposes of the legislation as well as express interpretive guidance. The CPA's preamble expressly notes the objectives of combatting unfair practices and ensuring that consumers are informed about the products and transactions and both the Interpretation Act and settled case authority make clear that consumer protection legislation is to be interpreted generously in favour of consumers."

Therefore, based on the evidence currently available, the Director finds the "PREMIUM DELIVERY" charged to both consumers is a documentation or administrative fee that the Supplier has renamed.

Stock No. 25J7339

It is to be noted for Stock No. 25J7339 there are two advertisements (see Schedule "A"; Exhibits 5 & 5.1). The advertisement obtained in advance of the inspection by the ISO is dated Sept. 5, 2025 and listed the cost of the vehicle after dealer discounts to be \$68,526 (see Schedule "A"; Exhibit 5.1). In addition, there is an advertisement for Stock No. 25J7339 dated the same day as the BOS was completed, which advertised the cost of the vehicle as \$66,379 (see Schedule "A"; Exhibit 5). In the Application Report, the ISO provided a breakdown for each stock number sold over the advertised price (see Schedule "A"; Exhibit 4) which indicated Stock No. 25J7339 was advertised for \$76,140 however, there is no evidence the vehicle was advertised at that price. There is a handwritten note on the Oct. 11, 2025 advertisement that states "customer opted for lower rate rather than larger discount" however, neither advertisement for Stock No. 25J7339 before the Director has any disclosure information about different financing rates and how they affect the price of the vehicle. In reviewing the evidence currently available, in the opinion of the Director, Stock No. 25J7339 was advertised for

\$66,379 on the day it was sold. The price breakdown used to determine the sale over the advertised price is as follows:

Basic Vehicle		\$74,410.00
Freight	+	2,395.00
Premium Delivery	+	995.00
AMVIC Levy	+	10.00
Tire Levy	+	<u>25.00</u>
Sale Price		\$77,835.00
Advertised Price	-	<u>66,379.00</u>
Over Advertised Price		\$11,456.00

In their written representations dated Jan. 14, 2026 (see Schedule "B"), the Supplier stated:

"With further respect to stock no. 25J7339, AMVIC notes on page 6 of the Letter that the vehicle was sold for \$11,456 over the advertised price. However, this observation considers only one aspect of the transaction, the advertised price, without accounting for the full financial context.

As shown in Exhibit 5.1, page 2 of 6, the "best [interest] rate of 7.99%" is advertised. In this case, the customer intentionally chose to forgo \$7,614 in available manufacturer rebates to take advantage of 0% financing. This choice significantly reduced the total cost of borrowing, resulting in interest savings exceeding \$10,200 over the term of the loan."

The Supplier further provided the below information (see Schedule "B"):

"Savings of \$142 per month (delta of interest vs no interest) x 72 months = \$10,224. The savings are likely even greater since, in the finance scenario, the customer would be expected to put \$7,614 down.

Evaluating only the sale price, without considering the financing terms and the customer's strategic use of rebates, provides an incomplete view of the transaction. A comprehensive assessment must account for the interplay between purchase price, rebates, and financing to accurately reflect the true financial impact on the customer. Within Exhibit 5, we also see a hand notation that "customer opted for lower rate rather than larger discount".

The Supplier's advertisement obtained by the ISO from the Supplier's website prior to the inspection (see Schedule "A"; Exhibit 5.1), does not indicate any terms or conditions that specify money down would be required to receive the advertised discount or that different interest rates correlate to different vehicle prices for Stock No. 25J7339. There is no information in the advertisement to demonstrate the disclosure of the terms and conditions of different financing options and their effect on the purchase price, such as the dealer discount only being available at the interest rate listed on the website. Part 9 of the CPA and the Cost of Credit Disclosure Regulation further speak to the requirements when advertising fixed credit.

The Supplier is required to adhere to Section 11(2)(l) of the ABR, which requires the Supplier when including a price, to advertise the total cost of the vehicle including, but not limited to, all fees and charges such as the cost of accessories, optional equipment physically attached to the vehicle, transportation charges and any applicable taxes or administration fees, but not including GST or costs and charges associated with financing. Stock No. 25J7339 was advertised at a price of \$68,526 and therefore the Supplier cannot sell the vehicle for more than the advertised price of \$68,526 plus the GST and costs or charges associated with financing to comply Section 11(2)(l) of the ABR. While the Director acknowledges the explanation by the Supplier in relation to Stock No. 25J7339, based on the evidence available, if the consumer's credit application information permitted an approval from any lender for a lower interest rate than stated in the advertisement, the consumer should receive the lower interest rate on the advertised price.

The Director is further concerned about the statement on the Supplier's advertisement that states the interest rate shown on their website is the "best rate" when the Supplier, by their explanation (see Schedule "B"), was able to secure 0 percent financing for the consumer, therefore the "best rate" they have advertised was not in fact the best interest rate available and this could be considered misleading.

In the scenario where the Supplier could circumvent the legislative requirements of Section 11(2)(l) of the ABR, by the consumer choosing "to forgo \$7,614 in available manufacturer rebates to take advantage of 0% financing" (see Schedule "B"), the Supplier still would have sold over the advertised price. And even if the Director did not consider the "PREMIUM DELIVERY" as being another name for a documentation or administrative fee, Stock No. 25J7339 would still have been sold over the advertised price by \$700 as calculated below:

Basic Vehicle		\$74,410.00
Freight	+	2,395.00
AMVIC Levy	+	10.00
Tire Levy	+	25.00
		<hr/>
Sale Price		\$76,840.00
Advertised Price (without discount)	-	76,140.00
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Over Advertised Price		\$700.00

It is the opinion of the Director, that Stock No. 25J7339 was advertised for a price of \$68,526 and therefore the Supplier was required to adhere to that advertised price. Based on the documentation before me, I find that Stock No. 25J7339 was sold over the advertised price by \$11,456.

Stock No. PI0634

The BOS included a charge to the consumer of \$1,956 for "RECON" (see Schedule "A"; Exhibit 6). The "Deal Recap" shows that this was charged to the consumer, at 100 percent profit, with no cost to the Supplier. In addition, as indicated above, an added cost for "PREMIUM DELIVERY" for \$599 was added

to the cost of Stock No. PI0634. The price breakdown used to determine the sale over the advertised price is as follows:

Basic Vehicle		\$33,987.00
Recon	+	1,956.00
Premium Delivery	+	<u>599.00</u>
Sale Price		\$36,542.00
Advertised Price	-	<u>33,987.00</u>
Over Advertised Price		\$2,555

Based on the documentation before me, I find that Stock No. PI0634 was sold over the advertised price by \$2,555.

The Supplier was provided the education and the relevant legislation in the Findings Letter following each inspection and has had the opportunity to rectify their business practices, however continues to engage in selling over the advertising price.

A Service Alberta and Red Tape Reduction Appeal Board decision (attached as Schedule "D"), at paragraph 65 stated:

"Apart from the finance displacement fee, the Board agrees with the Director in that selling above advertised prices affects the public's perception of the industry and AMVIC's ability to regulate it. It is inherently a serious breach."

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

B. Advertising Vehicles for Sale after Vehicle Sold and More Than 14 Days has Elapsed (11(2)(o) ABR)

During the Oct. 23, 2025 inspection, the ISO found three vehicles that had been sold that were still being advertised for sale on the Supplier's website after more than 14 days had elapsed. The Supplier must ensure all vehicles advertised are available for sale to the consumer in accordance with 11(2)(m) of the ABR. In addition, all advertisements where a vehicle has sold must be removed within 14 days. The Application Report identified the following stock numbers being advertised on the Supplier's website, despite already being sold:

- Stock No. 24J6630 (5939775) was sold Jan. 28, 2025 and vehicle still advertised on Sept. 5, 2025.
- Stock No. 24R39697 (61010059) was sold March 7, 2025 and vehicle still advertised on Sept. 5, 2025.
- Stock No. 25C4768 (61631788) was sold July 3, 2025 and vehicle still advertised on Sept. 5, 2025.

Stock No. 24J6630, Stock No. 24R39697 and Stock No. 25C4768 were still being advertised for sale 220 days, 121 days and 64 days, respectively, after the vehicle had been sold. It is to be noted that the stock numbers on the advertisement for all three vehicles do not match the respective BOS, however the vehicle identification number ("VIN") of all three vehicles match on the BOS and the advertisement.

During the ISO inspection completed in 2024, the Supplier had been found to be advertising a vehicle after more than 14 days had elapsed. The Findings Letter dated May 23, 2024 had provided the Supplier the legislative section regarding not advertising if more than 14 days have elapsed since they have been sold.

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

C. 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 financial harm to consumers.

The aggravating factors in this matter include the resulting financial impact affecting the consumers due to paying over the advertised price. The Supplier derived an economic benefit of **\$14,011** in two transactions and continued to be non-compliant 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 third 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 Go Auto Red Deer Chrysler Dodge Jeep Ram Ltd. pay an Administrative Penalty. This is based on my opinion that Go Auto Red Deer Chrysler Dodge Jeep Ram Ltd. has contravened Sections 11(2)(l) and 11(2)(o) of the ABR.

Taking into consideration all the evidence currently before the Director, the amount of the Administrative Penalty is **\$17,500**.

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 economic benefit derived from the contraventions 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 \$17,500.

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. 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.

Please note Section 127 of the CPA, as it relates to obtaining and maintaining an AMVIC licence.

Consumer Protection Act
Refusal, suspension, cancellation, terms
Section 127

The Director may refuse to issue or renew a licence, may cancel or suspend a licence and may impose terms and conditions on a licence for the following reasons:

- (b) the applicant or licensee or any of its **officers or employees**
- (viii) fails to pay, in accordance with the notice of administrative penalty and the regulations, an administrative penalty imposed under this Act;

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