



IN THE MATTER OF

THE CONSUMER PROTECTION AND BUSINESS PRACTICES ACT, SS 2013, c C-30.2

AND

102069557 Saskatchewan Ltd. (Big Q Auto)

DECISION AND DEMAND FOR FORFEITURE OF FINANCIAL SECURITY

Re Notice of Proposed Demand for Forfeiture of Financial Security dated October 12, 2023

Introduction

1. The within Demand for Forfeiture of Financial Security (“Demand”) is made in respect to the financial security filed by 102069557 Saskatchewan Ltd. o/a Big Q Auto (“Big Q Auto”) pursuant to section 59 of *The Consumer Protection and Business Practices Act, SS 2013, c C-30.2* [the Act].
2. Section 5-1 of *The Consumer Protection and Business Practices Regulations, SS 2013, c C-30.2, Reg 1 [Regulations]* provides authority to the Director, which includes the Deputy Director, to demand that financial security be forfeited if certain situations, including if the person with respect to whose conduct the financial security is conditioned contravenes the *Act* or *Regulations* (section 5-1(2)(d)(i)).
3. After consideration and the investigation of several complaints, as Deputy Director, I have decided to demand forfeiture of financial security because I am satisfied that Big Q Auto contravened the *Act* and *Regulations* in its dealings with consumers. In this decision, I am not deciding how moneys realized from the bond should be paid for valid claims pursuant to section 5-1(6) of the *Regulations*. Following payment of the bond moneys, I will be providing claimants with an opportunity to respond to my proposed determination of their claims.

FINANCIAL AND CONSUMER AFFAIRS AUTHORITY
CONSUMER PROTECTION DIVISION

4th Floor, 2365 Albert Street, Regina SK S4P 4K1

4. Before I made my decision, I provided SGI Canada and Big Q Auto a Notice of Proposed Demand for Forfeiture of Financial Security (“Notice of Proposed Demand”) along with disclosure materials (“Disclosure Materials”).

5. SGI Canada and Big Q Auto were provided the opportunity to provide written submissions with respect to whether I should demand forfeiture of Big Q Autos’ financial security. SGI Canada and Big Q Auto were requested to provide other information, evidence or law, and comment on whether any of the grounds in the Notice of Proposed Demand were mistaken and whether I misinterpreted the applicable law. I also indicate that, if I decided to demand forfeiture of security, I may pay a portion of the proceeds for expenditures incurred in connection with the realization of the bond and the determination and settlement of valid claims.

6. Aside from some questions related to the forfeiture process, I received no substantive submissions in regard to the findings or information contained in the Notice of Proposed Demand or Disclosure Materials from SGI Canada.

7. I served the Notice of Proposed Demand and Disclosure Materials on Big Q Auto’s power of attorney in Saskatchewan as well as the Directors of Big Q Auto. On November 17, 2023, I received written representations by email from Amanda Smith on behalf of Big Q Auto. I will address those representations in the decision below.

Demand of the Deputy Director:

8. Section 59 of the *Act* provides the filed security may be forfeited in the manner provided in the regulations to the *Act*.

9. Section 5-1 of the *Regulations* provides authority to the director, which includes the Deputy Director, to demand that financial security be forfeited in certain situations, including if the person with respect to whose conduct the financial security is conditioned contravenes the *Act* or *Regulations* (section 5-1(2)(d)(i)).

10. Pursuant to section 5-1 of the *Regulations*, in my capacity as Deputy Director, I have decided to demand Big Q Auto's financial security in the amount of \$25,000 be forfeited to the Crown in right of Saskatchewan.

Grounds supporting the demand:

*Forfeiture of Financial Security for Contraventions of the Act and Regulations
(Regulations, s 5-1(2)(d)(i))*

11. The Deputy Director is a director for the purposes of the *Act* and *Regulations*.

12. Pursuant to section 59 of the *Act*, the then director required, and Big Q Auto filed, financial security in the amount of \$25,000 as a requirement to carry on business under its licence as a vehicle dealer.

13. According to the terms of the penal bond, the Surety's obligation continues in force and effect for 27 calendar months after the Director receives notice of intention to cancel.

14. The Surety issued Notice of Cancellation of Bond No. 31792116-4 dated July 22, 2022. The Deputy Director received the notice to cancel on August 8, 2022.

15. Big Q Auto held a licence as a vehicle dealer under the *Act and Regulations* from July 23, 2019, until it was suspended on November 24, 2022, and then cancelled on December 29, 2022.

16. Big Q Auto was also a supplier under section 2(j) of the *Act* who carried on the business of selling goods and services on a retail basis.

17. Big Q Auto carried on business as a supplier and a licensed vehicle dealer with respect to its dealings with consumers.

18. Big Q Auto is incorporated under Saskatchewan legislation.

19. Amanda Smith and Tyler Smith are listed as directors and officers of Big Q Auto. As directors and officers, they represent Big Q Auto, oversee its activities, and supervise its day-to-day operations.

20. Consumers are individuals who participate in transactions involving goods and services ordinarily used or provided for personal, family or household purposes under sections 2(b), 2(e) and 2(h) of the *Act*.

21. Consumers are also persons under Section 5-7 (d) of the *Regulations* who for buy, lease or otherwise acquire a vehicle from a dealer.

22. The individuals mentioned below are consumers for the purposes of the provisions of the *Act* and the vehicle dealer provisions in the *Act* and *Regulations*.

23. Section 5-1(2)(d)(i) of the *Regulations* gives authority to the director to demand that financial security in the form of a bond filed pursuant to section 59 of the *Act* be forfeited to the Crown in right of Saskatchewan if the director renders a written decision “stating in effect that, after consideration and investigation of a complaint, the director is satisfied that the person with respect to whose conduct the bond is conditioned, or any agent or representative of that person”, has contravened any provision of the *Act* or *Regulations*.

24. An investigation was conducted in respect to Big Q Auto and various complaints.

25. Based on the Notice of Proposed Demand, the Disclosure Materials, SGI Canada’s written responses, Amanda Smith’s written responses and Big Q Auto’s written submissions, and as further detailed below, I am satisfied, in my capacity as Deputy Director, Big Q Auto contravened various sections of the *Act* and *Regulations* in their dealings with the following consumers:

- a. Consumer 1
- b. Consumer 2

c. Consumer 3

(collectively, the “Claimants”)

Issues

In this decision I will address the following issues:

1. Are Big Q Auto’s allegations respecting its interactions with Financial and Consumer Affairs Authority (“FCAA”) Staff and the timing of its application for a dealer license relevant to this matter?
2. Did Big Q Auto contravene the *Act* or *Regulations* in its dealings with any of the Claimants.

Analysis

Big Q Auto’s Allegations are not Relevant

26. Big Q Auto acknowledges that the forfeiture of its financial security and application for a vehicle dealers license are separate matters, yet it maintains they are inextricably intertwined. On this basis, Big Q submitted its interactions with FCAA staff were the reason “customers not being able to be cared for properly” that led to this bond forfeiture proceeding.

27. Big Q Auto’s licensing application and this matter are separate matters notwithstanding Big Q Auto is the subject of both. In this decision, I am determining whether the person, in this case Big Q Auto, contravened the *Act* or *Regulations* as the basis for demanding the forfeiture of its bond. Big Q Auto’s contraventions of the *Act* and *Regulations* occurred independent of its interactions with FCAA staff.

28. However, Big Q Auto provided no logical rationale for how its allegations are relevant to its contraventions. These allegations do not assist in any logical way in disproving or proving the facts that bare on whether or not Big Q Auto contravened the *Act* and the *Regulations* in its

dealings with the Claimants. Justice Kalmakoff in [R v Bialski, \[2017\] SJ No 26](#) explained relevant evidence in this way with respect to elements of an offense.

38 ... Evidence of a fact is relevant if, as a matter of logic and human experience, the existence of that particular fact, directly or indirectly, makes the existence of another fact more probable than it would be otherwise. In this case, the Minister's decision was not itself a fact that would assist the trial judge to draw any proper inferences about whether or not the elements of the offences were proven against Mr. Bialski or Ms. Szefer. In short, it was irrelevant, and properly ruled inadmissible by the trial judge.

29. Big Q Auto submissions do not address how its allegations about staff are, logically or in the realm of human experience, connected to facts that prove or disprove the contraventions of the *Act* and *Regulations* found below. I find Big Q Auto's submission about its interaction with FCAA staff or the timing of its application for a dealer license have no bearing on contraventions of the *Act* and *Regulations*. Accordingly, I decline to consider these submissions in this matter.

Consumer 1

30. On October 12, 2022, the Consumer Protection Division of the Financial and Consumer Affairs Authority ("CPD") received a complaint from Consumer 1 about a 2015 Chevrolet Trax he purchased from Big Q Auto on June 29, 2022.

31. On June 29, 2022, Consumer 1 purchased a 2015 Chevrolet Trax from Big Q Auto, vehicle identification number ("VIN") # 3GNCJPSB3GL228869 for \$14,032.48 ("Vehicle"). According to the bill of sale the Vehicle had 194,000 km at the time of purchase.

32. At the time of purchase, Consumer 1 performed a walkthrough and test drove the Vehicle. It was noted that the check engine light is on. Consumer 1 states that Big Q Auto used a code reader, and he was told that there was a faulty O2 sensor and that they would make the necessary repairs to the Vehicle after he purchased it.

33. Consumer 1 states that he was not provided with an SGI Vin search or any other disclosure about the Vehicle's past history or usage.

34. On June 30, 2022, Consumer 1 noticed the check engine light was on and a new sound was coming from the Vehicle. Consumer 1 notified Big Q Auto, who confirmed that the Vehicle would be repaired.

35. On August 3, 2022, Big Q Auto had the Vehicle and attempted repair #1, including the faulty O2 sensors, a noise coming from the transmission, and a shake/rattle from the Vehicle's front passenger side. The Vehicle was returned that day, and Big Q Auto states one part is needed, and there are no transmission problems.

36. On August 4, 2022, Consumer 1 started the Vehicle and noticed the check engine light was back on again. Consumer 1 notifies Big Q Auto. Consumer 1 states he believes Big Q Auto is clearing the codes and not addressing the problem with the Vehicle.

37. An invoice dated August 17, 2022, from Minute Muffler states that front O2 sensor has spacers installed, suspect converter is bad. Consumer 1 notified Big Q Auto that he had a third-party mechanic diagnose the Vehicle. Big Q Auto replied on August 24, 2022, stating they would fix the catalytic converter issues but that the spacer was unknown to them.

38. On August 25, 2022, Big Q Auto scheduled repairs for September 5 or 6, 2022, to allow them time to ship a catalytic converter.

39. On September 6, 2022, the Vehicle is provided to Big Q Auto for repair attempt #2, including the catalytic converter. Consumer 1 believed all necessary repairs, including the catalytic converter, would be made. The Vehicle was returned to Consumer 1 two days later, and he was notified that the work was not completed and was postponed.

40. On September 19, 2022, Big Q Auto informed Consumer 1 that the catalytic converter had shipped and should arrive the following week. Big Q Auto schedules repairs for October 3, 2022, and soon after reschedules to October 6, 2022.

41. On October 6, 2022, Big Q Auto starts repair attempt #3, which includes replacing both catalytic converters, replacing the squeaky part of the driver side, and weather stripping.
42. On October 11, 2022, Consumer 1 picked the Vehicle up, and the check engine light came on while driving home. Big Q Auto states that they had driven the Vehicle from Wynyard to Regina with no check engine light on but would replace all the O2 sensors.
43. On October 12, 2022, Consumer 1 filed a complaint with the CPD against Big Q Auto.
44. On October 28, 2022, CPD contacted Big Q Auto to discuss the complaint and provided a disclosure letter to Big Q Auto with a deadline of November 11, 2022.
45. On November 11, 2022, Big Q Auto provided disclosure documentation regarding this file and stated it would contact Consumer 1. The disclosure includes a receipt for a catalytic converter purchased from Amazon on September 19, 2022.
46. On December 9, 2022, CPD spoke with Big Q Auto, who stated that the repairs to Consumer 1's Vehicle would be completed between December 25, 2022, and January 2, 2023.
47. On December 29, 2022, the Vehicle was provided to Big Q Auto for repair attempt #4, which included O2 sensor, adhesive, and a strut replacement.
48. On December 30, 2022, the Vehicle was returned to Consumer 1.
49. On January 1, 2023, the check engine light came on again. The Vehicle was scanned by Big Q Auto on January 6, 2023, which shows an issue with the O2 sensor.
50. On January 15, 2023, Big Q Auto stated that they drove the Vehicle for 70 kilometres with no check engine light on. Big Q Auto tells Consumer 1 that their involvement is at an end because they have already spent considerable time and resources on the Vehicle.

51. On January 16, 2023, the check engine light came on while in Consumer 1's possession. CPD and Big Q Auto have a phone call to discuss the file and Big Q Auto's obligations. CPD informs Big Q Auto that due to the multiple failed attempts to repair the Vehicle or diagnose the root cause of the problem, their right of first repair has been exhausted and that Consumer 1 is entitled to have the Vehicle repaired by a third party and submit the bills for reimbursement.

52. On February 13, 2023, Consumer 1 had his Vehicle diagnosed by Western Automotive Services and Sales, who identified two adaptors installed between the O2 Sensors and the catalytic converter. The adaptors were removed. This work order was a first attempt to see if the minor repairs were sufficient to correct the known problems. Invoice # 4707 confirms the total cost of repair during this visit was \$79.15.

53. On February 15, 2023, the check engine light came back on, and the Vehicle was taken back to Western Automotive for further examination. Invoice 4710 states that the following work needed to be completed on the Vehicle.

- Remove and replace front and rear catalytic converters
- Remove and replace components as required
 - i. Heat shield for front catalytic converter
 - ii. Upstream and downstream O2 sensors
 - iii. Exhaust Gasket
 - iv. Cabin Filter

54. The tech noted that the O2 sensor 1 bank 1 had two adapters before it was installed, and this resulted in a code for delayed response from the O2 sensor. Adapters were removed. Customer informed them that the converter had been replaced. The tech noted that the converter does not look new or has recently been replaced.

55. Notwithstanding the above, Big Q Auto has stated several times to CPD that both catalytic converters have been replaced, are new and in good condition. Big Q Auto provided a receipt from Amazon dated September 19, 2022, for the purchase of a front catalytic converter. Order # 701-56695 12-6452207 for \$105.08.

56. On February 21, 2023, Big Q Auto was provided with the repair quotes and asked to provide work orders and receipts to Western Automotive so that they understood the work had already been performed. Big Q Auto stated they did not have many work orders or invoices to provide but would be able to create them if needed. Further, they said that they would speak with Western Automotive directly to answer their concerns.

57. On March 2, 2023, the Vehicle was returned to Western Automotive to complete a more comprehensive diagnostic. Invoice 4742 states:

- The heat shield for the catalytic converter is missing;
- Catalytic converter was out of parameters and requires replacement;
- Upstream/downstream O2 sensors, and gaskets need replacement;

Total cost of repair during this visit was \$158.29.

58. On April 17, 2023, parts are in, and Vehicle is taken to Western Automotive where the repairs are completed. Receipt for Invoice 4710, dated April 17, 2023, shows \$2,190.51 payment was made.

59. April 20, 2023, Big Q Auto was provided the repair invoice for a total of \$2,190.51.

60. Consumer 1 believed that the Vehicle had no prior accidents. However, a Saskatchewan Government Insurance (SGI) VIN search states that the Vehicle had been in a previous collision on April 17, 2021, with an appraised damage of \$5,107.32.

61. On May 3rd and May 5th, 2023, CPD attempts to contact Big Q Auto with no response.

62. On May 9th Big Q Auto states it will conclude the file by the end of the month.

63. Consumer 1 subsequently filed a claim for payment of financial loss with CPD on May 10, 2023, with respect to repairs to the Vehicle.

64. Amanda Smith provided written representations on behalf of Big Q Auto. In those submissions she states that they made many attempts to fix what was portrayed to them as the issue, and the issue could not be reproduced while it was left with them. Amanda disputes the third-party mechanic's assertion that they did not replace any pieces, particularly the catalytic converter. Amanda believes that the replacement of the catalytic converter can not be disputed because she provided a receipt for a new one that was purchased for this Vehicle. No further representations were made from Ms. Smith in regards to the Consumer 1 matter.

65. Based on Consumer 1's complaint, his claim for payment of financial loss, the additional information discussed above, and representation made by Amanda Smith, Big Q Auto failed to disclose the Vehicle's issues at the time it was sold, and when noted by the consumer, promised to repair the issues associated with the check engine light, and failed to do so. Consumer 1 was required to pay out-of-pocket to cover the majority of the repairs.

Contraventions of the Act and Regulations

66. My view is Big Q Auto contravened the *Act* and the *Regulations* in its dealings with Consumer 1.

67. The *Act* clarifies that the circumstances before, during and after a transaction can be considered in determining when an unfair practice has occurred.

9(1) An unfair practice may occur before, during or after a transaction involving goods or services or whether or not a transaction involving goods or services takes place.

(2) An unfair practice may consist of a single act or omission.

68. Big Q Auto engaged in unfair practices under sections 6 and 7 of the *Act*.

6 It is an unfair practice for a supplier, in a transaction or proposed transaction involving goods or services, to:

(a) do or say anything, or fail to do or say anything, if as a result a consumer might reasonably be deceived or misled;

(b) make a false claim;

...

(d) without limiting the generality of clauses (a) to (c), do anything mentioned in Section 7.

7 The following are unfair practices:

(d) representing that goods are new or unused if they are not or if they have deteriorated or been altered, reconditioned or reclaimed;

(h) representing that a service, part, repair or replacement is needed if that is not so, or that a service has been provided, a part has been installed, a repair has been made or a replacement has been provided if that is not so;

(o) using exaggeration, innuendo or ambiguity in representing a material fact, or failing to disclose a material fact, if the representation or failure is deceptive or misleading

69. Consumer 1 entered into the bill of sale and purchased the Vehicle, understanding that the problems associated with the check engine light would be addressed by Big Q Auto.

70. Big Q Auto failed to remedy these, as agreed, despite stating parts had been replaced and the issue repaired. The stated parts were not replaced to remedy the issue. The tech at Western Automotive indicated the converter did not look new or had recently been replaced.

71. In contesting Big Q Auto's claim of successful repairs, it is apparent that the agreed-upon remedy did not effectively address the issues at hand. Despite assurances that parts were replaced, a crucial examination of various pieces of evidence underscores the inadequacy of Big Q Auto's purported repairs.

72. One pivotal aspect of this dispute is the discrepancy between the claimed replacement of parts and the objective assessment conducted by an independent third-party repair shop, Western Automotive. The technician from Western Automotive explicitly stated that the converter did not exhibit the characteristics expected of a new or recently replaced component. This evaluation, devoid of any vested interest in the outcome of the dispute, adds significant weight to the argument that the stated parts were not in fact, replaced to remedy the identified issue.

73. Furthermore, the argument gains strength by highlighting the unsubstantiated nature of Amanda Smith's hypothesis. Smith relies on a purchase receipt as evidence of a new converter. Yet,

this document alone does not attest to the successful installation of the part or its efficacy in resolving the problem. The absence of an independent assessment in conjunction with the reliance on a document without corresponding independent expert evaluation introduces an element of doubt, calling into question the accuracy of the claimed repair.

74. When asked to produce work orders and receipts to show the other work allegedly already completed on the Vehicle, Big Q Auto indicated that they don't have them; however, they could produce them. This raises concerns, and the lack of transparency is highly unusual. More specifically, from a consumer protection standpoint, it is highly unusual and concerning for a vehicle dealership to conduct repairs on a vehicle without being able to produce receipts or work orders to substantiate those repairs. Consumers have the right to know the details of what services have been performed on their Vehicle, including what repairs were carried out, which parts were replaced, and, depending on the situation, the associated costs. The lack of transparency may indicate potential questionable practices, leaving consumers vulnerable to overcharging or deceptive practices. Additionally, it poses risks to warranty claims, insurance coverage, and the Vehicle's future service and resale value. In essence, the absence of documentation substantially impacts the consumer's ownership of their Vehicle. The absence of proper documentation raises significant transparency issues and undermines accountability and credibility.

75. In this context, I prefer the evidence provided by the third-party repair facility. The objectivity and expertise of the technicians at Western Automotive, who have no vested interest in the dispute, elevate their assessment as a more credible source. By relying on their unbiased evaluation, the argument gains substance and persuasiveness, reinforcing the contention that Big Q Auto failed to adequately replace the stated parts to remedy the identified issue. The opinion from Western Automotive becomes a cornerstone in building a robust case against the unsubstantiated claims made by Big Q Auto and Amanda Smith. Accordingly, I find that it is more likely than not that Big Q failed to replace the catalytic converter.

76. I find that based on a comprehensive examination of the facts surrounding Consumer 1's interaction with Big Q Auto, it is evident that the dealership engaged in unfair business practices, and its conduct in its dealings with Consumer 1 were unreasonable. The initial transaction, wherein Consumer 1 purchased a 2015 Chevrolet Trax, was marred by the check engine light being illuminated, at the time of sale. Despite being aware of the faulty O2 sensor, the dealership neglected to inform Consumer 1, thereby misleading him about the Vehicle's condition. The

repeated attempts to rectify the issues through multiple repairs proved futile, with the check engine light persisting and the effectiveness of the replacements, particularly the catalytic converter, called into question by an independent repair facility. Furthermore, discrepancies emerged when Big Q Auto could not produce documentation such as work orders and receipts for the purported repairs, raising concerns about transparency and accountability. The cumulative effect of these factors has resulted in financial loss and inconvenience for Consumer 1.

77. My view is that Big Q Auto's promise to repair and stance that it provided service and parts as required and did not repair the Vehicle misled the consumer, is a false claim and an unfair practice.

78. Big Q Auto committed an unfair practice when it failed to disclose material facts that it new or ought to have known could mislead the consumer about the Vehicle's condition, including whether it had been in an accident. The revelation from the Saskatchewan Government Insurance (SGI) VIN search that the Vehicle had a history of collision, unbeknownst to Consumer 1, further underscores the lack of disclosure and transparency in the dealership's dealings. The details regarding the lack of disclosure of material facts are outlined below, starting at paragraph 83.

79. Big Q Auto's explanation that at no time was malice or ill intent ever used towards its customers is not a reasonable explanation for engaging in unfair practices, including its failure to disclose material facts. Big Q Auto is responsible for its unfair practices regardless of motivation or intention. Its actions were unreasonable.

80. Big Q Auto contravened section 8 of the *Act* by engaging in the unfair practices mentioned above.

8(1) No supplier shall commit an unfair practice.

(2) No employee, agent, salesperson or representative of the supplier shall commit an unfair practice.

(3) A supplier and the supplier's employee, agent, salesperson or representative are liable for unfair practice of the employee, agent, salesperson or representative.

...

(5) In determining whether or not a person has committed an unfair practice, the reasonableness of the actions of that person in those circumstances is to be considered.

81. Big Q Auto contravened section 16 of the *Act* when it failed to fulfill its promise to the consumer to fix the issues associated with the check engine light. Section 16(1) describes the circumstances when an express warranty is deemed to be given.

16(1) Any promise, representation, affirmation of fact or expression of opinion or any action that reasonably can be interpreted by a consumer as a promise or affirmation relating to the sale or to the quality, quantity, condition, performance or efficacy of a consumer product or relating to its use or maintenance is deemed to be an express warranty if it would usually induce a reasonable consumer to buy the consumer product, whether or not the consumer actually relies on the warranty.

(2) Subsection (1) applies to a promise, representation, affirmation of fact or expression of opinion made verbally or in writing directly to a consumer or through advertising by:

(a) a retail seller or manufacturer; or

(b) an agent or employee of a retail seller or manufacturer who has actual, apparent or usual authority to act on his or her behalf.

82. I find that Big Q Auto provided the consumer with a promise to repair the problem with the “check engine” light. This promise would be one that would be reasonably interpreted as a promise and usually induce a reasonable consumer to buy this Vehicle. Consumer 1 indicated that he entered into the bill of sale on the understanding that the problem would be addressed. Big Q Auto’s failure to fix the problem breached an express warranty given to the consumer contrary to section 16 of the *Act*.

83. Big Q Auto contravened the material fact disclosure provisions in section 5-22 of the *Regulations*.

5-22(1) In this section, “material fact” means information that is known to the dealer or that the dealer should reasonably be expected to know that could

reasonably be expected to influence a reasonable consumer's decision to buy or lease, or refuse to buy or lease, a vehicle from the dealer, and includes:

(b) in the case of a used vehicle:

(i) a current printed VIN search result provided by Saskatchewan Government Insurance;

(2) Every dealer must disclose in writing the following to the prospective purchaser or lessee before the contract of sale or lease is entered into by the purchaser or lessee:

(a) all material facts, as known by the dealer or that the dealer should reasonably be expected to know at the time the vehicle contract is entered into;

84. I find that Big Q Auto did not disclose all material facts to the consumer. Given that Big Q Auto was aware of the check engine light, they should reasonably be expected to know that there were issues with the Vehicle prior to the consumer entering into the contract. Big Q Auto would have been expected to conduct itself in a duly diligent manner, which, had they done so, would have revealed the cause of the check engine light, of which they were aware. This information could reasonably be expected to influence the consumer's decision to buy or not to buy the Vehicle.

85. I find that Big Q Auto also failed to provide a current, printed SGI VIN search to the consumer, which, had they done so, would have revealed the previous accident history of the Vehicle totaling more than \$5,000 in damage. This information is a material fact that could reasonably be expected to influence the consumer's decision to buy or not to buy the Vehicle.

86. I find that Big Q Auto contravened section 5-23 of the *Regulations* when it failed to reimburse the consumer for losses he suffered as the result of Big Q Auto failing to provide disclosure of material facts about the Vehicle it was reasonably expected to know at the time the Vehicle contract was entered into.

5-23(1) If, at the time the vehicle contract is entered into, a dealer does not provide disclosure as required by subsection 5-22(2), or provides disclosure that the dealer knows or should reasonably be expected to know is false or misleading and if:

- (a) The failure to disclose or the false or misleading disclosure is remediable and not of a substantial character, the consumer may, at his or her option, recover damages for losses that he or she has suffered and that were reasonably foreseeable as liable to result from the failure to disclose or the false or misleading disclosure;

87. In light of the contraventions of the *Act* and *Regulations* outlined above, I demand forfeiture of the security filed by Big Q Auto with respect to its dealings with Consumer 1.

Consumer 2

88. Consumer 2 filed a complaint and a claim for payment of financial loss with CPD, describing his concern that Big Q Auto sold him a used vehicle with outstanding mechanical issues.

89. Consumer 2 purchased a 2008 Jeep Commander ("Vehicle") from Big Q Auto on January 11, 2022. The bill of sale recorded 252,618 KM on the Vehicle at the time of purchase, with a total purchase price of \$7,325.00. The vehicle identification number recorded on the bill of sale was 1J8HG48K68C172385.

90. Consumer 2 states that during the purchase process, Big Q Auto disclosed that their vehicles come from outside of the Province and are given safety inspections before being sold to consumers.

91. Consumer 2 was provided with an SGI safety inspection report at the time of the purchase. The report was dated November 9, 2021, and Big Q Auto inspection station completed the inspection on this Vehicle. According to the report, the Vehicle had 252,674 km on it at the time of inspection. A number of issues were identified within the inspection that were initially rejected, namely: third row seatbelt latch's, tires, rear sway links, front and rear pads and rotors, and toe out on front wheel alignment. According to that same inspection report, these items were corrected, and the Vehicle passed inspection.

92. Consumer 2 states that he was not provided with an SGI VIN search or any other disclosure about the Vehicle's past history or usage.

93. Shortly after purchasing his Vehicle on January 11, 2022, Consumer 2 stated that while driving away from the dealership, the check engine light came on, and he texted pictures to Amanda Smith of Big Q Auto, who notified Consumer 2 to drop the Vehicle off at her house.

94. On January 13, 2022, Consumer 2 received notification that the radiator was found to be malfunctioning, and a replacement was subsequently ordered.

95. On January 14, 2022, Consumer 2 was notified that the radiator and block heater were replaced. Consumer 2 was told that the engine code was a result of the radiator.

96. Consumer 2 continued to have several concerns with the Vehicle, including a noise in the drive train and a clunking sound from the rear.

97. On February 9, 2022, Consumer 2 notified Big Q Auto that the engine developed a major shake that could be felt while idling the Vehicle and accelerating. Consumer 2 states this engine shake has resulted in five new engine codes. Consumer 2 provided Big Q Auto pictures of the engine codes.

98. Consumer 2 states that he dropped the Vehicle off with Big Q Auto on or about February 10, 2022. Consumer 2 states that Big Q Auto had possession of the Vehicle for approximately 2-3 weeks, during which they replaced a coil spring.

99. On March 10, 2022, Consumer 2 had the Vehicle examined at Auto Electric Service Ltd. ("Auto Electric"), where an oil pressure switch was diagnosed as leaking and would need to be replaced. According to Invoice #53334, the total cost for this visit was \$226.26.

100. On July 22, 2022, Consumer 2 had the Vehicle examined a second time at Auto Electric due to a loud noise while driving. A diagnosis was performed on the Vehicle. As a result, invoice # 54374 states that Auto Electric Service Ltd. found several loose and damaged parts, including seized and damaged ball joints, torn shaft boot and worn arm bushings. The total cost for this diagnosis was \$273.44. According to this invoice, the odometer read 259,016.

101. On July 22, 2022, Consumer 2 also obtained a repair estimate for all the required repairs as identified by Auto Electric. Work order # 63856 indicates these repairs include the removal and replacement of the air conditioning compressor, evacuation and recharging of the air conditioning system, removal and replacement of the drive shaft assembly, removal and replacement of both

upper and both lower control arms, removal and replacement of strut assembly, wheel alignment and removal and replacement of the rear stabilizer bushing and links. Auto Electric further states that the Vehicle was inspected and that “there are lots of components loose and damaged. The left upper ball joint is seized and very loose, it is dangerous, both lower ball joints have play, front drive shaft boot is torn open, rear control bushings are worn. Rear stab bar bushings and links also have play.” The report from Auto Electric goes on to say that the Vehicle is unsafe for the road. Total cost of the estimated work that needs to be completed is \$6,624.50.

102. CPD contacted Auto Electric Service Manager [REDACTED] regarding the July 22, 2022, invoice # 54374. [REDACTED] email response states:

- On the day in question (7/22/2022) Re: invoice # 54374, Consumer 2 brought his recently purchased Jeep Commander into Auto Electric service Ltd. Service dept. to have a clunk diagnosed and an inoperative H.V.A.C. system diagnosed. Upon Road-test and hoist inspection of the Vehicle in question. Numerous worn-out components were discovered deeming the Vehicle unsafe for the road. While inspection said was carried out. The technician noticed a vehicle standards light vehicle inspection sticker on door jamb of Vehicle indicating that the Vehicle in question recently had undergone an inspection. The date on the sticker indicated that inspection was very recent. All of the worn-out components should have been replaced prior to passing the light vehicle inspection. The time that had passed between the time of discovery and the Vehicle standards vehicle inspection did not reflect wear and tear on components that were clearly completely worn out and dangerous to anyone operating the Vehicle. Vehicle standards was contacted as well as the customer and an estimate of the repairs were supplied. The Vehicle at that point was deemed unsafe for use on public roads.

103. When CPD further questioned Auto Electric about the assessment concerning why the repairs discovered on July 22, 2022, were not found on March 10, 2022, [REDACTED] states:

- A fluid leak diagnosis was carried out on that day and no further inspection carried out on the day in question for the oil leak. That is why the Vehicle was not deemed unsafe for the road that day.

104. Auto Electric contacted SGI Safety Standards and SGI employee, [REDACTED], who notified Consumer 2 that in its current state, the Vehicle would not pass inspection and was, therefore non-roadworthy.

105. On July 26, 2022, Big Q Auto told Consumer 2 that the Vehicle passed an SGI vehicle inspection at the time it was sold, and that the powertrain warranty has elapsed.

106. SGI was contacted by Auto Electric on July 29, 2022, and notified of issues with this Vehicle. Inspection Station Incident Report dated August 31, 2022, provided by [REDACTED] at SGI states that station #71703, station name – 102069557 Saskatchewan Ltd. O/A Big Q regarding a mechanical/structural incident which was of critical severity concerning a 2008 Jeep Commander VIN # 1J8HG48K68C172385. Vehicle defects/failure: Drivers side upper control play, passengers side ball joint play, rear control arm bushing play, front driveshaft slip play. Incident details: “Vehicle was inspected by CT # 84779 Jared Gordon at Big Q in Wynyard. Jared left the station about May 10, 2022. Was contacted by station number 70184 on July 29, 2022, about issues found at their shop. Found items would have been in a condition that would have failed at the time of inspection. Contacted station about issues was told tech had left the station. I was told they were in process of finding another tech and would keep in contact with the customer and arrange to have Vehicle brought to their shop and repaired.”

107. SGI document titled Public Inspection Station Visitation Report dated October 19, 2022, indicates that an investigation was done at Big Q Auto.

108. Comments made by the SGI inspector (unidentifiable signature) indicate that the inspector “stopped at the shop and discussed issues with 06 Jeep Commander inspected at shop in January and have been brought to our attention in June. Has been a run around getting it repaired. Amanda said she would fix it but lost tech and has hired another one but has been absent a few times in the last couple of weeks.

109. The notes section of the report further state “Discuss issues with owner Amanda Smith with inspections performed at station earlier in the year that previous CT had done. She has indicated that she will repair 2006 Jeep Commander, and I will stop at station and confirm repairs”.

110. Correspondence between CPD and [REDACTED] has provided the following information:

- [REDACTED] has attempted several times to get copies of the SGI inspection report from Big Q Auto without success.
- [REDACTED] was given multiple excuses why Big Q Auto does not have paperwork.
- [REDACTED] indicated that the paperwork may never have been filed.

111. On August 29, 2022, Big Q Auto told Consumer 2 that they would not accept the rejection of the Vehicle, despite the extent of the damages and the estimated cost for repairs.

112. On December 15, 2022, Big Q Auto advised Consumer 2 they will offer \$6,500 for the return of the Vehicle, otherwise he will need to wait for the ordered parts to come in for repairs in order to resolve the situation.

113. Amanda Smith made representations on behalf of Big Q Auto. In those submissions she states that the Vehicle in question, sold to Consumer 2, underwent safety certification by their SGI certified technician, Jared Gordon. Big Q Auto clarifies their role as signing officers for an SGI certified safety station, emphasizing that their responsibility is to confirm that the required work has been completed, not to possess in-depth mechanical knowledge.

114. In response to this submission, in my view, while Big Q Auto may assert that their role as signing officers for an SGI certified safety station only involves confirming that the required work has been completed, it is important to consider the implications of Amanda Smith’s representations on behalf of the dealership. By making specific claims about the Vehicle’s safety certification and attributing it to their SGI certified technician, Jared Gordon, she creates an expectation of reliability and competence in the minds of consumers like Consumer 2. In such cases, a vehicle dealer cannot absolve themselves of responsibility by merely emphasizing their limited role as signing officers. If Amanda Smith, acting on behalf of Big Q Auto, provides detailed information about the safety certification process and the involvement of a certified technician, it implies a level of expertise and

assurance to the buyer. Therefore, the dealership does bear full responsibility for the accuracy and truthfulness of the representations made by their representatives. In essence, the responsibility of a vehicle dealer extends beyond the technicalities of certification processes when their representatives actively communicate details about the safety and condition of a vehicle to potential buyers. Section 8(3) of the *Act* also expressly states that a supplier is liable for the unfair practices of its employees, agents, salespersons, or representatives.

115. Further in Ms. Smith representation, she contends that they frequently exceeded safety standards, replacing parts as a precaution and to provide high-quality vehicles for customers. They argue that Consumer 2's complaint, arising seven months after the Vehicle's purchase, falls outside the typical warranty period. Big Q Auto questions the reliability of Consumer 2's claims, mentioning that the Vehicle had been inspected by Auto Electric in March 2022, with safety issues identified only in a reinspection in July 2022.

116. In response to Ms. Smith's representation that Big Q Auto frequently exceeds safety standards by replacing parts as a precaution to provide high-quality vehicles, it is crucial to scrutinize the timing and validity of this argument. While it's commendable for a dealership to aim for high safety standards, the claim that they routinely exceed these standards may be difficult to substantiate without clear, cogent and convincing evidence or a documented history of such proactive measures. Moreover, the assertion that Consumer 2's complaint falls outside the typical warranty period raises questions about the dealership's commitment to customer satisfaction and the quality of the vehicles they sell. If safety issues were identified within seven months and +/- 6,300 KM of the purchase, it suggests that potential problems existed at the time of sale. The notion that a warranty period absolves the dealership of responsibility for safety issues within a reasonable period after purchase does not align with consumer expectations or legal requirements. The timeline of events raises questions about whether the safety issues were present but not identified during the initial inspection or if they developed after the Vehicle left the dealership. It is essential to consider the possibility that latent defects or issues may have existed at the time of purchase, regardless of when they were officially identified.

117. Additionally, casting doubt on the reliability of Consumer 2's claims by highlighting an inspection by Auto Electric in March 2022, with safety issues identified only in a reinspection in July 2022, is speculation. I prefer Auto Electric diagnosis and assessment of the vehicles condition July 22, 2022:

- I. “The technician noticed a vehicle standards light vehicle inspection sticker in door jamb of Vehicle indicating that the Vehicle in question recently had undergone an inspection. The date on the sticker indicated that inspection was very recent. All of the worn-out components should have been replaced prior to passing the light vehicle inspection. The time that had passed between the time of discovery and the Vehicle standards vehicle inspection did not reflect wear and tear on components that were clearly completely worn out and dangerous to anyone operating the Vehicle.

118. Auto Electric’s diagnosis of the Vehicle’s condition in July and assessment of the Vehicle’s condition at the time of Big Q Auto’s safety inspection was confirmed by SGI in its Inspection Station Incident Report dated August 31, 2022.

119. In my view it is more likely than not that the worn-out components on the Vehicle and its unsafe condition existed at the time the Vehicle was inspected by Big Q Auto.

120. In response to Ms. Smith’s representations in which she attempts to cast doubt on why Auto Electric did not find the major issues in March 2022, I prefer the evidence submitted from Auto Electric were they expressly state that it was a fluid leak diagnosis carried out and the limited scope of the inspection would have contributed to the major safety issues going unnoticed. Big Q Auto presented no evidence to substantiate its hypothesis that the damage to the Vehicle was not present and occurred after Auto Electric’s examination in March 2022. In addition to this, it is not a leap in logic to suggest that the presence of a recent inspection sticker on the Vehicle indicating that it had undergone an inspection close to the date of the fluid diagnosis may have led to the technician to assume that the Vehicle had met safety standards. This reliance on a recent inspection may have also contributed to overlooking the major safety issues.

121. Big Q Auto disputes any allegations of non-cooperation, asserting that their intention to resell the Vehicle was transparent, as it was discussed with Shawn Cook, Director, Enforcement, FCAA. They explain the use of a 24-hour permit, without a dealer license, to relocate the Vehicle from Wynyard to Regina, denying any attempt to switch ownership of the Vehicle. Big Q Argues that the situation should not fall under the legislation, citing the extended timeline from the initial inspection and the customer’s possession of the Vehicle for seven months after purchase.

122. Upon careful consideration of Amanda Smith's representation, it is evident that her submission lacks credibility. The suggestion that, during a verbal meeting with Shawn Cook, there was an acknowledgment of a plan to sell Consumer 2's Vehicle without his knowledge or consent is absurd. Alternatively, if the full extent of Big Q Auto's plan was conveyed, it is implausible that Mr. Cook would have been made aware and condoned such behavior; in fact, it is more likely that he would have expressly indicated that such actions are not condoned. Regulatory bodies are established to uphold the integrity of industries and protect the rights of consumers. The assertion that Mr. Cook was complicit in the actions of Big Q Auto is a significant leap in logic and contradicts the core purpose of the Consumer Protection Division. Such a serious allegation requires clear cogent and convincing evidence. Big Q Auto has provided no such evidence.

123. In rebutting Big Q Auto's assertion that Auto Electric's diagnosis and assessment are suspect due to a perceived conflict, it is imperative to emphasize the lack of substantiating evidence provided by Big Q Auto to support such a hypothesis.

124. Big Q Auto's insinuation that the association of Consumer 2's [REDACTED] with Auto Electric casts doubt on the integrity of the diagnosis and falls short in the face of credible evidence supporting the validity of Auto Electric's assessment. Notably, SGI's confirmation of Auto Electric's diagnosis and assessment serves as a robust rebuttal to Big Q Auto's suggestion. SGI, a reputable entity in the industry, has independently validated and supported Auto Electric's findings, attesting to the credibility and reliability of its professional expertise.

125. Moreover, during the investigation conducted by the consumer protection division, it was revealed that Consumer 2's [REDACTED] [REDACTED] Auto Electric establishments throughout the province. Importantly, it was stated that he has no involvement in the day-to-day operations or participation in the consumer vehicle in question. This information discredits any insinuation of bias or conflict arising from familial connections.

126. It is pertinent to highlight that all submitted invoices from Auto Electric contain the names of the technicians who were directly responsible for leading the repairs. This documentation demonstrates a clear separation between familial ties and the professional conduct of Auto Electric's technicians.

127. In light of the comprehensive investigation, the confirmation from SGI, and the documented separation of familial affiliations from the repair process, it becomes evident that Big Q Auto's

claims lack a factual foundation. Auto Electric's diagnosis is credible and supported by both external validation and internal procedural transparency. Any attempts to undermine the credibility of the assessment based on familial connections are not only unsubstantiated but are contradicted by the available evidence.

128. Based on Consumer 2's complaint, his claim for payment of financial loss, Amanda Smith's submissions and the additional information discussed above, I find Big Q Auto failed to disclose issues with the Vehicle at the time it was sold, and when noted by the consumer, failed to repair and/or remedy the issue in accordance with remedies available under the *Act* and *Regulations*. Consumer 2 was required to pay out-of-pocket to cover diagnosis of the repairs.

Contraventions of the Act and Regulations

129. I find that Big Q Auto has contravened the *Act* and the *Regulations* in its dealings with Consumer 2.

130. The *Act* clarifies that the circumstances before, during and after a transaction can be considered in determining when an unfair practice has occurred.

9(1) An unfair practice may occur before, during or after a transaction involving goods or services or whether or not a transaction involving goods or services takes place.

(2) An unfair practice may consist of a single act or omission.

131. Big Q Auto has engaged in unfair practices under sections 6 and 7 of the *Act*.

6 It is an unfair practice for a supplier, in a transaction or proposed transaction involving goods or services, to:

(a) do or say anything, or fail to do or say anything, if as a result a consumer might reasonably be deceived or misled;

(b) make a false claim;

...

(d) without limiting the generality of clauses (a) to (c), do anything mentioned in Section 7.

132. Section 7 of the Act sets out an illustrative and non exhaustive list of unfair practices.

7 The following are unfair practices:

(l) representing that goods or services are of a particular standard, quality, grade or style, model, origin or method of manufacture if they are not

(o) using exaggeration, innuendo or ambiguity in representing a material fact, or failing to disclose a material fact, if the representation or failure is deceptive or misleading

133. Big Q Auto's representation that vehicles sold were safety inspected and presentation of an inspection certificate showing that there were no unresolved issues with the Vehicle, except for those specifically noted and addressed, was a false claim that would have misled a reasonable consumer into believing that the Vehicle was roadworthy and could be driven safely in Saskatchewan.

134. Auto Electric's inspection revealed worn-out components that should have been replaced prior to passing a recent light vehicle inspection. The time between the time of discovery and the vehicle standards vehicle inspection did not reflect wear and tear on components that were clearly completely worn out and dangerous to anyone operating the Vehicle.

135. Further, SGI noted that the found items would have been in a condition that would have failed at the time of inspection. Big Q failed to identify worn-out components that, once discovered, rendered the Vehicle unsafe to drive on Saskatchewan roadways. Big Q Auto's explanation that the Vehicle was safetied by their certified technician, that they (Big Q) were not mechanics, and their job was to lend their name to attest the work was done is not a credible explanation of its failure to detect the issues underlying the Vehicle. Big Q Auto's representations about the Vehicle's condition misled the consumer and is an unfair practice. Big Q Auto committed an unfair practice when it failed to disclose material facts that it knew or ought to have known that could mislead the consumer about the Vehicle's condition including whether it had been in any accident. A consumer may be misled by the failure to disclose material facts. The details regarding disclosure of or lack of disclosure of material facts are outlined below starting at paragraph 140.

136. Big Q Auto contravened section 8 of the Act by engaging in the unfair practices mentioned above.

8(1) No supplier shall commit an unfair practice.

(2) No employee, agent, salesperson or representative of the supplier shall commit an unfair practice.

(3) A supplier and the supplier's employee, agent, salesperson or representative are liable for an unfair practice of the employee, agent, salesperson or representative.

...

(5) In determining whether or not a person has committed an unfair practice, the reasonableness of the actions of that person in those circumstances is to be considered.

137. Big Q Auto's explanation that at no time was malice or ill intent ever used towards its customers is not a reasonable explanation for engaging in unfair practices, including its failure to disclose material facts. Big Q Auto is responsible for its unfair practices regardless of motivation or intention. Its actions were unreasonable.

138. Big Q Auto is also responsible for unfair practices committed by their employees, agents and representatives.

139. Big Q Auto also contravened the material fact disclosure provisions in section 5-22 of the *Regulations*:

5-22(1) In this section, "material fact" means information that is known to the dealer or that the dealer should reasonably be expected to know that could reasonably be expected to influence a reasonable consumer's decision to buy or lease, or refuse to buy or lease, a vehicle from the dealer, and includes:

(b) in the case of a used vehicle:

(i) a current printed VIN search result provided by Saskatchewan Government Insurance;

(2) Every dealer must disclose in writing the following to the prospective purchaser or lessee before the contract of sale or lease is entered into by the purchaser or lessee:

(a) all material facts, as known by the dealer or that the dealer should reasonably be expected to know at the time the vehicle contract is entered into;

140. A dealer is reasonably expected to know information that could reasonably be expected to influence a reasonable consumer's decision to purchase or lease the Vehicle if he or she knew about it. As mentioned above, Big Q Auto did not disclose material facts about the condition of the Vehicle to Consumer 2, which may have influenced his decision to purchase the Jeep - specifically, the existence of worn-out components that rendered the Vehicle unsafe to operate.

141. Big Q Auto failed to provide Consumer 2 with an SGI VIN Search at the time of the contract - a material fact. At the time, the VIN search may have revealed that the Vehicle was unsafe and required an inspection.

142. Big Q Auto did not disclose several previous accident claims, that the Vehicle was previously used as a daily rental, and the Vehicle was from the US as disclosed to Big Q Auto in the Adesa bill of sale, which they would have received when they first purchased the Vehicle through Adesa auction in BC.

143. Given the state of the Vehicle with respect to the components of the Vehicle's drive system and suspension as outlined in Auto Electric's report, I find that Big Q Auto sold an unsafe non-roadworthy vehicle to Consumer 2 contrary to section 5-20(2) of the *Regulations*:

5-20(2) No dealer shall sell or lease to a consumer a vehicle that is not equipped as required by section 114 of The Traffic Safety Act unless:

(a) the dealer has identified on the vehicle contract that the Vehicle is not equipped as required by that section; and

(b) the consumer has acknowledged in writing that he or she does not intend to drive the Vehicle on a highway until the Vehicle is equipped as required by that Act.

144. Section 114 of *the Traffic Safety Act* provides:

114 No person engaged in the business of buying, selling or exchanging vehicles shall sell or give in exchange a vehicle that the person to whom it is sold or given intends to drive on a highway if the Vehicle is not equipped in accordance with this Act and the regulations.

145. *The Vehicle Equipment Regulations 1987* under *The Traffic Safety Act* provide as follows;

19(3) The driveline system must be securely mounted, not be missing any parts and be free of visible cracks, damage or excessive horizontal or vertical movement.

21(1) The suspension system of the Vehicle shall:

c) not have loose, bent, cracked, broken or disconnected U-bolts, mounting shackles, stabilizers, radius rods or equalizers;

146. SGI was contacted by Auto Electric on July 29, 2022, and notified of issues with the Vehicle including drivers' side upper control play, passengers side ball joint play, rear control arm bushing play, front driveshaft slip play. Selling a vehicle with these issues contravened 5-20(2) of the *Regulations*.

147. Big Q Auto sold a used vehicle to a consumer and failed to advise the consumer about information that may be available from other jurisdictions (including BC) about vehicle damage contrary to section 5-20(3) of the *Regulations*.

5-20 (3) No dealer shall sell a used vehicle to a consumer unless the dealer has provided information with respect to the availability of and information that can be obtained from a search of other jurisdictions, including jurisdictions outside Canada, for vehicle damage information.

148. Big Q may have disclosed it purchased vehicles from BC but it did not provide additional information about how vehicle damage information could be available. Had Big Q Auto provided the Adesa Bill of sale when it bought the Vehicle, such information would have been readily available to the consumer.

149. Big Q Auto also contravened section 5-23 of the *Regulations* when it failed to accept the rejection of the Vehicle and reimburse the purchase price and damages to the consumer with regard to its failure to provide disclosure or provided misleading disclosure.

5-23(1) If, at the time the vehicle contract is entered into, a dealer does not provide disclosure as required by subsection 5-22(2), or provides disclosure that the dealer knows or should reasonably be expected to know is false or misleading and if:

(b) The failure to disclose or the false or misleading disclosure is of a substantial character, the consumer, at his or her option, may reject the Vehicle and in that case, the consumer is entitled:

- (i) To recover the purchase price from the dealer; and
- (ii) To recover damages or any other losses that the consumer has suffered and that were reasonably foreseeable as liable to result from the failure to disclose or the false or misleading disclosure

150. The consumer attempted to reject the Vehicle within a reasonable time of the discovery of the material facts regarding the Vehicles condition. In this case, the failure to disclose or providing misleading disclosure as to the Vehicle's condition was a breach of substantial character, and rendered the Vehicle unfit to be operated as a vehicle in Saskatchewan.

10(1) in this Part and in section 102

...

(c) "breach of a substantial character" means:

- (i) that a consumer product, or the level of performance of the retail seller or manufacturer of a consumer product, departs substantially from what consumers can reasonably expect, having regard to all the relevant

circumstances of the sale of the product, including:

(A) the description of the product;

(B) its purchase price;

(C) the statutory warranties and express warranties of the retail seller or the manufacturer of the product; or

(ii) that a consumer product is totally or substantially unfit for all the usual purposes of that product or for any particular purpose for which, to the knowledge of the retail seller, the product is being bought;

151. In light of the contraventions of the *Act* and *Regulations* outlined above, I demand forfeiture of the security filed by Big Q Auto with respect to its dealings with Consumer 2.

Consumer 3

152. Consumer 3 filed a complaint and a claim for payment of financial loss with CPD describing her concern that Big Q Auto sold her a used vehicle with outstanding mechanical issues.

153. Consumer 3 purchased a 2002 Jeep Wrangler (the "Vehicle") on October 5, 2022, from Big Q Auto. The bill of sale #1 states that there were 257,942 km on the Vehicle at the time of purchase, with a total purchase price of \$7,500.00. The VIN # on this bill of sale is identified as ZACCJBBT2FPB40146. This bill of sale states that the Vehicle is sold "As-Is."

154. Consumer 3 states that during the purchase process, they were told to keep the dealer plates on the Vehicle until they could provide the safety inspection documentation for plating the Vehicle. Consumer 3 was reassured at that time that this documentation would be provided within a day or two as it was out of Regina at their alternate location where their car lot is located.

155. Consumer 3 states that during the purchase process, Big Q Auto disclosed that their vehicles come from British Columbia. The consumer states that they were told that there were no known issues with the Vehicle and that it just had a safety inspection done. Big Q Auto further reassured Consumer 3 that the Vehicle was problem-free or wouldn't have passed the safety inspection.

156. Consumer 3 states that she was not provided with an SGI Vin search or any other disclosure about the Vehicle's past history or usage.

157. After waiting for several days to receive the safety inspection and having multiple calls not returned, Consumer 3 went to SGI to try to insure and plate the Vehicle.

158. At this time, Consumer 3 was informed that the VIN # on the bill of sale did not match the VIN # on the Vehicle. At this point, Consumer 3 contacted Amanda Smith regarding this and was told that the incorrect sticker had been applied to the Vehicle and that she would come to their home and put the correct one on the Vehicle.

159. On or about October 13, 2022, Big Q Auto provided Consumer 3 with a new bill of sale. The bill of sale #2 states that there are 302,894 KM on the Vehicle at the time of purchase, with a total purchase price of \$7,500.00. The VIN # on this bill of sale is identified as 1J4FA29P52P758595. Amanda Smith attended Consumer 3's home and put a new SGI safety sticker dated June 2022 on the Vehicle, over top of the incorrect sticker. No further safety documentation was provided, and when Consumer 3 pressed for it, Amanda Smith stated that she had forgotten it.

160. On October 17, 2022, Consumer 3 stated that several phone calls were made to Amanda Smith to obtain further information. Consumer 3 contacted [REDACTED], SGI vehicle standards. SGI stated that the light vehicle safety inspection papers were not filed for this Vehicle and [REDACTED] states that SGI will be visiting Big Q Auto and would get the safety papers.

161. Shortly after Consumer 3 registered the Vehicle with SGI, and according to Consumer 3, she believed that the Vehicle was registered for one year.

162. Consumer 3 states that within 100 km of driving the Vehicle the engine began to misfire and run poorly.

163. Notwithstanding multiple attempts, Consumer 3 was not able to successfully communicate with Amanda Smith and Big Q Auto about her concerns.

164. Consumer 3 states that she had several maintenance items replaced on the Vehicle including the distributor cap and rotor, wires, spark plugs and an oil change. Consumer 3 states that the Vehicle ran slightly better after this work was completed. The Vehicle was then parked in the garage.

165. On October 20, 2022, Amanda Smith emailed a light vehicle inspection certificate to Consumer 3's husband. The certificate states that the inspection on the Vehicle started on February

7, 2022, and was completed on February 24, 2022. The certificate states that the Vehicle passed the inspection and was first time registered. According to the certificate, the Vehicle had 301,320 km on the Vehicle at the time of the inspection. According to the certificate, several items were initially rejected, including the steering column & components, suspension and assemblies, exhaust system, drive belts and front and rear wheel alignments. There are also a number of non-legible remarks made on the certificate. According to the certificate, all the items initially marked as rejected (failed) were fixed, and the Vehicle passed the inspection.

166. On November 29, 2022, Consumer 3 went to Mainline Fleet to diagnose a number of issues.

167. Mainline Fleet Invoice # 33365 dated November 30, 2022, states that a 2002 Jeep Wrangler VIN# 1J4FA29P52P768595, odometer 319,594 states that they found oil on top of the throttle plate. Excessive blow coming out of the oil cap, most likely from worn piston rings. It further states that the correction for this concern is a new engine.

168. On January 16, 2023, the Vehicle was dropped off at Mainline Fleet to remove and send out the engine for a rebuild. Invoice # 34263 dated May 31, 2023, states that a total cost of \$11,011.54 was invoiced for engine rebuild, remove and replace spark plugs, air filter, thermostat, engine block heater, ignition lock cylinder, drl lights module. The invoice also noted that both front seat belts do not stay buckled in at the buckle and releases while driving. Consumer 3 paid the invoice in full.

169. On June 1, 2023, Consumer 3 was issued a ticket for driving an unregistered vehicle. Consumer 3 states that she was unaware that the Vehicle was only registered for 28 days when it was initially registered. This was due to the Vehicle not meeting the minimum safety requirements and not having the proper paperwork filed with SGI by Big Q Auto.

170. On June 28, 2023, the Vehicle was taken to Auto Electric Service Ltd. An SGI light vehicle record of failed inspection was issued by Auto Electric Service Ltd. for the Vehicle VIN# 1J4FA29P52P768595. At the time of the inspection, the Vehicle's odometer read 319,872. According to the failed inspection, the following components were rejected:

1. Seats/Seat Belts/SRS (8) - Drivers seat belt has some fraying, pass seat belt buckle doesn't latch all the way, pass and both rear belt retractors don't catch when pulled.
2. Mud Flaps/Fenders (8) - Has no mud flaps

3. Alternator/Battery/Wiring (7) - Battery not secured
4. Tires/Wheels (9) - Tires wrong size from sp-c - 205/75/15 on Vehicle 235/75/15, has 3 lug nuts wrong size and has 2 damaged lug nuts
5. Frame/Crossmembers/Mounts (8) - Rear stabilizer bar bushings loose, left front trailing differential bolt backed out on arm
6. Front Wheel Alignment (4)
7. Rear Wheel Alignment (4)

171. The report further states:

- I. Fail: Vehicle failed inspection. Vehicle is eligible to return to this inspection facility until 12Jul2023 for re-inspection of the failed components. A vehicle that has failed inspection is unsafe for operation on public roads. This Vehicle should not be operated until the repairs or adjustments have been made to restore it to a safe operating condition and a qualified technician has re-inspected the Vehicle.

172. According to Auto Electric Service Ltd. invoice 56858 the Vehicle VIN# 1J4FA29P52P768595 had 319,872 KM on it at the time. The invoice totaled \$3,907.18 to:

- I. Remove and replace drivers seat belt retractor, passenger side seat belt buckle and both rear seat belt retractors
- II. Mount, install and balance 4 tires. The tire size on the Vehicle did not match the door card
- III. Remove and replace rear stabilizer and sway bar bushings
- IV. Tighten front left trailing arm bolt
- V. Remove and replace driveshaft universal joint front shaft only
- VI. Supply and install 4 mudflaps

173. CPD confirmed that Consumer 3 paid \$3,756.26 towards this repair invoice, and SGI paid for the cost of the light vehicle safety inspection.

174. An Auto Electric inspection summary report dated June 30, 2023, confirms that the Vehicle has now passed an inspection. Further an SGI vehicle record of inspection issued by Auto Electric Service Ltd, indicates that all of the previously rejected items have now been corrected and the Vehicle passes inspection. Date of section completed June 30, 2023.

175. CPD received an email dated July 14, 2023, from [REDACTED] of SGI who stated the following:

- I. If an inspection was completed by Big Q Auto around the purchase date in October, with a maximum of 500 km between inspections, the inspection should not have passed with the defects as listed by the inspection completed at Auto Electric on June 12, 2023

176. Amanda Smith made representations on behalf of Big Q Auto. In those submissions she outlines a series of events involving Consumer 3 and her family's purchase of a vehicle. Consumer 3's husband initially contacted the dealer, and after inspecting and test driving the Vehicle, they expressed concerns about potential future issues. Big Q Auto assured them of a prior mechanical inspection, but to ease their concerns, they offered a \$2,500 discount. Given this, the Consumer 3 agreed that any future issues would be their responsibility, and the Vehicle was sold "As-is."

177. Amanda Smith emphasized that no issues arose during their possession of the Vehicle and claims that they were not contacted by Consumer 3 or the regulating body (FCAA) before the matter escalated. They express dissatisfaction with the lack of communication and involvement in the resolution process. Amanda Smith questions why they should be held responsible for an additional invoice related to a third-party inspection and repair that occurred eight months prior without their knowledge. They assert that no procedure was followed, and they were not given an opportunity to address or mitigate the situation before it reached the regulating body.

178. In response to Ms. Smith's representations, first and foremost, it is crucial to acknowledge the gravity of the situation and its impact on Consumer 3. The concerns raised regarding the misalignment of VIN numbers on the initial bill of sale, failure to provide safety inspection documentation promptly, failure to file inspection documentation with SGI and the subsequent mechanical issues experienced by Consumer 3 are matters of significant importance in ensuring

consumer protection and fair business practices within the automotive industry. Furthermore, the delay in providing safety inspection documentation is a breach of the *Regulations* that requires timely disclosure. The failure to adhere to this obligation is a contravention of the Act and Regulations negatively impacting Consumer 3's ability to register the Vehicle in a timely manner. Ms. Smith, in her representations, fails to acknowledge this. Further, Ms. Smith contends that Consumer 3's family was fully informed, and that the Vehicle was sold "as is," which is a breach in itself as vehicle dealers can not contract out of their statutory disclosure and warranty requirements under the Act. The legislation is designed to protect consumers from purchasing vehicles with undisclosed mechanical issues. The onus is on the dealership to provide clear, accurate information about the condition of the Vehicle, as well as to address any subsequent problems in adhering to the governing legislation.

179. Ms. Smith is concerned that they were not given an opportunity to discuss the matter with Consumer 3 or given the first right of repairs. Ms. Smith's claims lack credibility as Consumer 3 stated that several phone calls were made to Ms. Smith to try and work through the situation, and this was backed up by phone records to support this. Given this, I prefer the evidence of Consumer 3. I find Consumer 3 attempted to contact Big Q Auto to resolve her concerns, and the dealership failed to respond.

180. Under the Act, a consumer is required to return a vehicle to the supplier's place of business for repairs. However, this presumes that the supplier engages with the consumer and offers to inspect the product or decide to address the problem. As Big Q Auto did not respond, Consumer 3's recourse was to take the Vehicle elsewhere. However, it seems unlikely that Big Q Auto would have addressed any repair issues given its stance that Consumer 3 agreed that any future issues would be their responsibility and that the Vehicle was sold "As is."

181. Ms. Smith expressed concerns in her submissions that the regulating body did not contact them regarding the Consumer 3 file before they received the Notice of Proposed Demand. The complaint and claim for financial loss were both filed after Big Q Auto had already lost its license as a vehicle dealer. Considering the status of Big Q Auto's license, the most suitable course of action in

this situation is to proceed with these bond forfeiture proceedings. Ms. Smith has been provided with disclosure materials, and Big Q Auto has taken the opportunity to make representations concerning the Consumer 3 matter.

Contraventions of the Act and Regulations

182. Big Q Auto has contravened the *Act* and the *Regulations* in its dealings with Consumer 3.

183. The *Act* clarifies that the circumstances before, during and after a transaction can be considered in determining when an unfair practice has occurred.

9(1) An unfair practice may occur before, during or after a transaction involving goods or services or whether or not a transaction involving goods or services takes place.

(2) An unfair practice may consist of a single act or omission.

184. Big Q Auto has engaged in unfair practices under sections 6 and 7 of the *Act*.

6 It is an unfair practice for a supplier, in a transaction or proposed transaction involving goods or services, to:

(a) do or say anything, or fail to do or say anything, if as a result a consumer might reasonably be deceived or misled;

(b) make a false claim;

...

d) without limiting the generality of clauses (a) to (c), do anything mentioned in Section 7.

7 The following are unfair practices:

(o) using exaggeration, innuendo or ambiguity in representing a material fact, or failing to disclose a material fact, if the representation or failure is deceptive or misleading

(k) representing that a transaction involving goods or services involves or does not involve rights, remedies or obligations if that representation is deceptive or misleading;

185. Consumer 3 complained she was misled and believed that the Vehicle had passed a safety inspection and was problem free, or it wouldn't have passed.

186. Big Q Auto provided the consumer with assurances about the Vehicle. These representations would usually induce a reasonable consumer to buy the Vehicle. Consumer 3 entered into a bill of sale with the understanding that the Vehicle was safe and roadworthy. The Vehicle was not safe or roadworthy for the reasons set out in paragraph 197 below. Big Q Auto's assurances misled the consumer, were a false claim and an unfair practice.

187. Big Q Auto committed an unfair practice when it presented Consumer 3 with a bill of sale with the wrong VIN number. Consumer 3 believed she was purchasing a vehicle that she could register and insure with the information as presented in the bill of sale. Consumer 3 was misled or deceived by Big Q Auto's actions as she registered the Vehicle and was subsequently issued a ticket for driving an unregistered.

188. Big Q Auto misled and deceived the consumer when it indicated that the sale of the Vehicle was "as-is." The second bill of sale also contains the same notation; however, on its second page, it provides that the statutory warranties under the *Act* still apply. Vehicle dealers cannot purport to waive the statutory warranties (see *Act* sections 10(n), 14 and 16(3)) or attempt to circumvent the disclosure requirements under the *Act* and *Regulations* using this technique. To attempt to do so may mislead a consumer that they don't have the benefit of statutory warranties or that the used vehicle dealer is not required to disclose material facts about the Vehicle. Big Q Auto's use of "as is" is an unfair practice under the *Act*.

189. Big Q Auto committed an unfair practice as it failed to disclose material facts or misrepresented material facts to the consumer about the Vehicle, including its VIN, condition, kilometrage, and previous accident history. Details respecting these material facts are outlined below starting in paragraph 193.

190. Big Q Auto's explanation that at no time was malice or ill intent ever used towards its customers is not a reasonable explanation for engaging in unfair practices, including its failure to disclose material facts. Big Q Auto is responsible for its unfair practices regardless of motivation or intention. Its actions were unreasonable.

191. Big Q Auto engaged in unfair practices and contravened section 8 of the Act..

192. Big Q Auto contravened section 16 of the Act when it failed to fulfill its promises and representations to the consumer. Section 16(1) describes the circumstances when an express warranty is deemed to be given.

16(1) Any promise, representation, affirmation of fact or expression of opinion or any action that reasonably can be interpreted by a consumer as a promise or affirmation relating to the sale or to the quality, quantity, condition, performance or efficacy of a consumer product or relating to its use or maintenance is deemed to be an express warranty if it would usually induce a reasonable consumer to buy the consumer product, whether or not the consumer actually relies on the warranty.

(2) Subsection (1) applies to a promise, representation, affirmation of fact or expression of opinion made verbally or in writing directly to a consumer or through advertising by:

(a) a retail seller or manufacturer; or

(b) an agent or employee of a retail seller or manufacturer who has actual, apparent or usual authority to act on his or her behalf.

193. Big Q Auto advised the consumer that the Vehicle had a safety inspection and there were no known issues, or it would not have passed. These assurances would usually induce a reasonable consumer to buy this Vehicle. Consumer 3 entered into the bill of sale on the understanding that the Vehicle was problem free. Big Q Auto breached an express warranty given to the consumer contrary to section 16 of the Act.

194. Big Q Auto contravened the statutory warranty set out in section 19 of the Act when it purported to sell a vehicle that was not durable for a reasonable period.

19. If a consumer product is sold by a retail seller, the following warranties are deemed to be given by the retail seller to the consumer:

(g) that the consumer product and all its components are to be durable for a reasonable period, having regard to all the relevant circumstances of the sale, including:

- i. the description and nature of the consumer product;
- ii. the purchase price;
- iii. the express warranties of the retail seller or manufacturer; and
- iv. the necessary maintenance the consumer product normally requires and the manner in which it has been used;

195. Consumer 3 on several occasions attempted to tell Big Q Auto that the Vehicle has mechanical issues shortly after she took possession. She says that they drove it less than 100 kilometres before having it repaired. She says she drove it a max of 500 kilometres before having the Vehicle safety inspected and diagnosed when it was deemed unsafe. An SGI inspector commented that the vehicle's condition was such that it would not have passed inspection with less than 500 kilometres between inspections. I find that the Vehicle was not safe or roadworthy at the time it was inspected by Big Q Auto. Big Q Auto contravened the statutory warranty provisions of the Act when it sold a consumer product that was not durable for a reasonable period.

196. Big Q Auto contravened the disclosure provisions in section 5-22 of the *Regulations*.

5-22 (1) In this section “material fact” means information that is known to the dealer or that the dealer should reasonably be expected to know that could reasonably be expected to influence a reasonable consumer’s decision to buy or lease, or refuse to buy or lease, a vehicle from the dealer...

(b) in the case of a used vehicle:

(i) a current printed VIN search result provided by Saskatchewan Government Insurance;

(vi) that the odometer of the Vehicle:

(A) does not accurately record the true distance travelled by the Vehicle; or

(B) has been replaced or altered;

(2) Every dealer must disclose in writing the following to the prospective purchaser or lessee before the contract of sale or lease is entered into by the purchaser or lessee:

(a) all material facts, as known by the dealer or that the dealer should reasonably be expected to know at the time the vehicle contract is entered into.

197. Big Q Auto did not disclose all material facts to Consumer 3 given that the Vehicle was non-roadworthy when sold. The inspection report provided by Big Q Auto shows that the Vehicle passed its safety inspection. The Vehicle was subsequently inspected at SGI's cost and failed because key components were worn to the extent that the Vehicle was not roadworthy. SGI noted that Big Q Auto's inspection should not have passed with the defects noted by Auto Electric.

198. Whether a vehicle has been in an accident could reasonably be expected to influence a consumer's decision to purchase the Vehicle. Big Q Auto failed to disclose material facts about the previous accident history contained within the CarFax report dated August 31, 2023, obtained by the FCAA's Consumer Protection Division. The report states that the Vehicle was in several accidents and had claims for vandalism totalling over \$15,000 from February 2003 to June 2011.

199. Dealers are reasonably expected to know if the Vehicle was in an accident and disclose this to the consumer before the contract of sale is entered into. Dealers and salespeople have more resources, knowledge, and experience than the consumer does in determining the facts about a vehicle. Dealers and salespeople have an obligation to disclose all material facts about the Vehicle, even if the consumer does not ask. Big Q Auto failed to disclose material facts about the Vehicle's history to Consumer 3.

200. Big Q Auto failed to provide a VIN search result provided by Saskatchewan Government Insurance and failed to disclose material facts to Consumer 3.

201. A material fact also includes the condition of the Vehicle represented by the kilometres shown on the odometer. Big Q Auto indicated in the first bill of sale #1 that the Vehicle had 257,942 kilometres. The second bill of sale #2 provided by Big Q Auto shows that the kilometrage was 302,894. The Carfax report shows that the Vehicle odometer was read and reported on March 30, 2021, at Wynyard Saskatchewan. The odometer at that time was 316,539. The Mainline Fleet Invoice #33365 show that the Vehicle kilometrage at the time was 319,594. The Vehicle's kilometrage was incorrectly stated in both bills of sale.

202. The condition of the Vehicle represented by the kilometres on the odometer is a material fact that could reasonably be expected to influence a consumer's decision to purchase the Vehicle. Big Q Auto failed to disclose the kilometrage on the Vehicle at the time of the sale.

203. Big Q Auto did not disclose all material facts and contravened section 5-22(2)(a) of the *Regulations*.

204. Big Q Auto contravened section 5-20 of the *Regulations* when it sold a non-roadworthy vehicle to Consumer 3.

5-20(2) No dealer shall sell or lease to a consumer a vehicle that is not equipped as required by section 114 of *The Traffic Safety Act* unless:

(a) the dealer has identified on the vehicle contract that the Vehicle is not equipped as required by that section; and

(b) the consumer has acknowledged in writing that he or she does not intend to drive the Vehicle on a highway until the Vehicle is equipped as required by that Act.

205. Section 114 of *the Traffic Safety Act* provides:

114 No person engaged in the business of buying, selling or exchanging vehicles shall sell or give in exchange a vehicle that the person to whom it is sold or given intends to drive on a highway if the Vehicle is not equipped in accordance with this Act and the regulations.

206. *The Vehicle Equipment Regulations 1987* under *The Traffic Safety Act* provide as follows;

19 (3) The driveline system must be securely mounted, not be missing any parts and be free of visible cracks, damage or excessive horizontal or vertical movement.

21(1) The suspension system of the Vehicle shall

(c) not have loose, bent, cracked, broken or disconnected U-bolts, mounting shackles, stabilizers, radius rods or equalizers;

52(1) Subject to subsections (2) to (5), with respect to each tire or rearmost tire of an axle group, a vehicle must be equipped with a body overhang, fender, mudguard or mudflap that:

(a) covers the full width of the tire; and

(b) is in a condition and is affixed to the Vehicle in a manner that reduces the rearward projection of gravel, mud, water and snow from the tire.

60(2) Each seat-belt assembly shall be readily accessible and maintained in operable condition for each seating position designed by the manufacturer as a normal seating position.

207. Auto Electric work order #65962 listed a number of items that failed to comply with the requirements above. These included seat belts, stabilizer and sway bar bushings, left trailing arm bolt, driveshaft universal joint and mudflaps. Big Q Auto sold a vehicle that was unsafe and not roadworthy at the time of sale.

208. BIG Q Auto sold a used vehicle to a consumer, and it failed to advise the consumer about information available from other jurisdictions (including BC) about vehicle damage contrary to section 5-20(3) of the *Regulations*.

5-20 (3) No dealer shall sell a used vehicle to a consumer unless the dealer has provided information with respect to the availability of and information that can be obtained from a search of other jurisdictions, including jurisdictions outside Canada, for vehicle damage information.

209. Big Q Auto disclosed it purchased its vehicles from BC but they did not provide additional information about how vehicle damage information could be available. Had it provided a CarFax report, this information would have been readily available to the consumer.

210. Big Q Auto did not immediately provide the consumer with a copy of the contract or leasing documents at the time of sale, contrary to section 5-25(7)(b) of the *Regulations*.

5-25(7) for each vehicle contract mentioned in subsection (1) entered into by the dealer, the dealer shall ensure that:

(a) The contract is signed by the parties; and

(b) The purchaser or lessee received a copy of the contract immediately after signing it.

211. Consumer 3 was presented with two bills of sale. She indicated she was provided bill of sale #2 containing correct information after she received a ticket and after repeated requests of Big Q Auto.

212. In light of these contraventions of the *Act* and *Regulations* outlined above, I demand forfeiture of the security filed by Big Q Auto with respect to its dealings with Consumer 3.

Conclusion

213. In light of the contraventions noted above of the *Act* and *Regulations*, I demand forfeiture of the security filed by Big Q Auto with respect to its dealings with the Claimants.

Materials and Information Relied Upon:

214. The Notice of Proposed Demand for Forfeiture of Financial Security;

215. Included Disclosure Materials; and

216. Written submissions received by the Deputy Director pursuant to the Notice of Proposed Demand.

Applicable Acts and Regulations:

217. *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2, ss 2, 6-9, 10, 14, 16, 19, 59.

The Consumer Protection and Business Practices Regulations, SR 2013, c C-30.2 Reg 1, ss 5-1, 5-7, 5-20, 5-22, 5-23, 5-25.

218. *The Highway Traffic Act* c T-18.1, s.144

219. *The Vehicle Equipment Regulations*, 1987 c V-2.1 Reg 1, ss 19, 21,52,60.

DATED at Regina, Saskatchewan, this 20th day of December 2023.



Denny Huyghebaert
Deputy Director under the *Consumer Protection
and Business Practices Act*

Appeal Information

198. If you are directly affected by my decision you may appeal to the court. Section 85 of the *Act* provides as follows:

85(1) Any person who is directly affected by an order or decision of the director pursuant to this Act may appeal the order or decision to the court.

(2) An appeal must be made within 20 business days after a decision or order of the director.

(3) An appellant shall serve a notice of appeal on the director and any other person that the court may order.

199. Please see the *Act* for further details If you wish to appeal.