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March 17, 2026

Tyler Johnston-Kent
Winnipeg, Manitoba
Email: tyler@formant.ca

SENT VIA EMAIL

Re: Consumer Protection Office Case # 24691

Dear Tyler Johnston-Kent,

This letter serves as a follow-up to our January 5, 2026, 11:48 am email, which included an evaluation of your complaint. Please note that our examination of your initial claims was based on The Consumer Protection Act, particularly:

The Consumer Protection Act – Part XXIII MOTOR VEHICLE WORK AND REPAIRS
https://web2.gov.mb.ca/laws/statutes/ccsm/c200.php?lang=en#PXXIII

Motor Vehicle Work and Repairs Regulation
https://web2.gov.mb.ca/laws/regs/current/030-2013.php?lang=en

The Consumer Protection Act – Part XXIV MOTOR VEHICLE ADVERTISING AND INFORMATION DISCLOSURE
https://web2.gov.mb.ca/laws/statutes/ccsm/c200.php - PXXIV

Motor Vehicle Advertising and Information Disclosure Regulation
https://web2.gov.mb.ca/laws/regs/current/021-2015.php?lang=en

It is important to note that in your email of January 23, 2026, you cite legislation that is not applicable in Manitoba. It appears that your citations are a source of Artificial Intelligence tools that do not provide accurate information. Please refer to the links in this letter to approach the correct legislation and regulations from the Manitoba Laws website.

As you have raised additional concerns regarding the purchase and the financing of the motor vehicle, we reviewed further as follows:

The credit sale agreement

You asserted that the dealership failed to disclose the identity of the lender and failed to inform you of the 30-day cancellation window applicable to the loan. The consumer was not provided with the loan agreement or lender details at the time of sale and only became aware of the lender after being contacted regarding a missed payment. Had the dealership complied with these basic disclosure obligations in September 2025, the transaction would have been cancelled immediately within the 30-day permitted window.

For your reference, the applicable legislation is available at:

> *The Consumer Protection Act – Part II CREDIT AGREEMENTS AND LEASES: COST OF CREDIT*
> [https://web2.gov.mb.ca/laws/statutes/ccsm/c200.php - 34.1](https://web2.gov.mb.ca/laws/statutes/ccsm/c200.php)
>
> *The Business Practices Act*
> https://web2.gov.mb.ca/laws/statutes/ccsm/b120.php

Although you state that the consumer was not provided with the loan agreement or lender details, the dealership provided a credit agreement #45550218, signed by the consumer, Crystal Nelson, which shows she acknowledged and accepted its terms. According to the dealership, this document was signed in-store, and the CPO noticed that it contains wet-ink signatures; it was not a DocuSign or a copy. The dealership also advised that the consumer receive a copy of all purchase documents, including the credit agreement with LendCare, as this is the process for all customers.

A review of the credit agreement #45550218 shows that it does not contain a 30-day cancellation policy. Article 28 of the agreement contains a pre-authorized debit agreement payment plan, under which the consumer authorized LendCare, to debit her bank account on the dates and amounts set out in the payment schedule. It includes the following provision:

> *This authorization may be cancelled at any time by you upon 30 days' written notice to us, but cancellation does not affect your obligation to continue to make payments under the Agreement.*

Therefore, it appears that the 30-day cancellation period relates to the pre-authorized debit, and not to the rescission of the credit agreement. Please note that, as stated in the agreement, the consumer may still cancel the pre-authorized debit by providing 30 days' written notice to LendCare. However, this cancellation does not affect the obligation to continue to make payments.

LendCare reviewed this matter and advised that Crystal Nelson did not have any rights, remedies, or other enforcement powers relating to the cancellation, rescission, or withdrawal of Credit Agreement #45550218, which may have been exercised only within the first 30 days or month of possession of the asset. Furthermore, there are no LendCare policies concerning the cancellation, rescission or withdrawal from a credit agreement that were applicable or available during the first 30 days or month of possession.

The CPO also reviewed the credit agreement against the applicable disclosure provisions. The agreement appears consistent with the disclosure statements under Section 34.3 of The

Consumer Protection Act, and there is no indication of unfair business practices under Section 2(1) of The Business Practices Act, as the terms and conditions of the agreement were disclosed to the consumer.

Unfair business practices

You requested that the file be reassessed under misrepresentation, not limited to incident-based damage disclosure. You argue that persistent transmission and related dashboard warnings, together with historical fault entries in the ODIS logs, show the issue was known—or reasonably should have been known—before the sale. Selling the vehicle as inspected and fit for use under these conditions, in your view, constitutes a bad-faith sale. You further clarified that the ODIS logs are not merely post-sale diagnostics. The logs contain internal timestamps, mileage data, and frequency counters that document a pattern of failure predating the September 17, 2025, sale.

To review whether the dealership engaged in a potential unfair business practice through misrepresentation, we consider the provisions of The Business Practices Act, the dealership's statement, a further review of the ODIS document, the photos showing the dashboard warnings, the Bumper document, and the documentation of the sale.

For your reference, the applicable legislation is available at:

> *The Business Practices Act*
> *https://web2.gov.mb.ca/laws/statutes/ccsm/b120.php*

Subsections 2(3)(c) and 2(3)(f) of The Business Practices Act state:

> **2(3)** Without limiting the generality of subsection (1), any of the following representations, acts or omissions, when made or engaged in by a supplier in relation to goods or to a consumer transaction, is deemed for the purposes of this Act to be an unfair business practice within the meaning of that subsection:
>
> c) a representation that the goods are of a particular standard, quality, grade, style or model when they are not;
>
> (f) a false representation as to the history or usage of the goods;

It is important to note that the Consumer Protection Office analyses evidence to the best of its abilities and in accordance with the principles of administrative justice; however, we do not possess technical expertise in specific fields or industries.

Upon review, the vehicle was sold on September 17, 2025, with the standard/quality of a used vehicle with 173.045 Km, and its history or usage was disclosed as regulated in Section 16(1) of the Motor Vehicle Advertising and Information Disclosure Regulation. Therefore, the warnings in the dashboard that appeared after September 17, 2025, and the errors reported in the ODIS document in November 2025, including error B116229, do not reasonably demonstrate a failure in the vehicle before September 17, 2025, that may have constituted a false representation of the standard/quality of the vehicle, or of its history or usage.

Please note that the information regarding the history and use of the motor vehicle, as regulated under Section 16(1), was already reviewed in the January 5, 2026, email (attached for your reference).

In a communication dated January 23, 2026, you provided a Bumper document to support the claim that the vehicle has multiple MPI-reported accidents, one occurring before the dealership acquired the vehicle and another when it was listed for sale on September 17, 2025. Therefore, you consider that the failure to disclose an accident that occurred during the dealership's possession is a material omission, regardless of any other mechanical or recall-related issues.

A review of the Bumper document shows that it contains information based on data from historical accident records from 33 state-level agencies in the United States. In other words, it does not even refer to information available and applicable in Canada that the dealership could have been aware of. In any case, the document only refers to "possible accidents", does not list dollar amounts of incidents/repairs, and was obtained in January 2026 after the purchase of the vehicle in September 2025.

While we understand this is not the response you were expecting, the CPO was unable to find a breach of the legislation administered.

Resolution waived

As stated in the email dated January 5, 2026, our office offered voluntary mediation to attempt a resolution, as the dealership had advised their willingness to repair the vehicle at no cost. However, you informed us that the only appropriate resolution is the purchase and credit agreements recission. The CPO has no authority to require contract cancellation. Any such remedy would fall under contract law, and again we direct that you seek legal advice to review contract rescission options through the court system.

If you wish for the CPO to inquire with the dealership as to whether or not they are willing to enter into a mediation process, please let me know and I will contact the dealership.

Should you have any questions, please get in touch with the CPO directly to discuss the matter.

Sincerely,

Bibiana Bernal

Bibiana Bernal,
Consumer Services Officer
Manitoba Consumer Protection Office