

October 28, 2016

RE: Bill 203

To whom it may concern,

We as a new vehicle dealer and proud community members have always had our customer's best interests in mind. In many cases we have created processes to ensure our customer's rights are protected. From full disclosure forms at time of purchase to line by line estimates on service repair invoices prior to any repairs being performed. This was not done because of any legislation but rather to build a long lasting dealer/customer relationship.

With respect to Bill 203, we do have some concerns, concerns that are beyond our control. Under the section of "Warranty" 57.11(1). Under normal circumstances when using Original Equipment Manufacturer (OEM) parts from the Manufactures' their warranty far exceeds the 90 days 5,000 for parts and labour, but when aftermarket or used parts are used, rarely is there any consideration for labour warranty. These types' of parts are only used at the request of the Insurance Companies, in the case of Body Shop repairs, or the consumer because of the perceived cost savings. The customer is made fully aware of the warranty ramifications when using these types of parts. 57.11(2) in many cases it's the consumer themselves or the Insurance Company that would delay the delivery of the repaired vehicle. Lack of funds to pay for the repair, consumer disagreement with the Insurance company, consumer unavailable to pick up vehicle for their own personal reasons, to name a few. The warranty start date needs to start when the final invoice has been printed. Why should the repair facility, through no fault of theirs, be the only one bearing this unreasonable burden? 57.11(3) It's made note of "reasonable". What is reasonable? Distance? Time? When using OEM parts the consumer has many repair facilities located throughout Canada. When using aftermarket or used parts, of the consumer's choice, those options are limited. The analogy I use here would be; a consumer buys a flat screen TV from Best Buy in Calgary. The consumer lives in Banff and 2 months into ownership the TV fails. Because there is no Best buy in Banff the consumer goes to the Hudson Bay Company to ask for a replacement and Hudson Bay Company sends Best Buy in Calgary an invoice.

It is stated that input from all "Stakeholders" is requested, but it appears 1/3 of this group has been ignored. It is imperative that all committee members have a full understanding of existing laws and decisions are based on factual information that their own agencies can provide. We would be more than happy to assist in any capacity the Committee may see fit.

Best regards,


Shawn Dinner | Operations Manager

Strathmore Ford