

Salesperson's Permit Handbook



**Manitoba
Public Insurance**

Revised March 2008

Manitoba Public Insurance Service Centres

Applications for Salesperson's Permits or renewals are available in person at the following Manitoba Public Insurance Centers:

Winnipeg

Manitoba Public Insurance
1981 Plessis Rd. Bldg. B.
P. O. Box 63000
Winnipeg MB R3C 4A4
Information Line: (204) 985-7775
Facsimile: (204) 953-4998

Portage la Prairie

Manitoba Public Insurance Manitoba
Provincial Building, 25 Tupper St. N
Portage la Prairie MB R1N 3K1
Phone: (204) 856-2624

Thompson

Manitoba Public Insurance
Provincial Building,
105-59 Elizabeth Dr.
Thompson MB R8N 1X4
Phone: (204) 677-1421

Brandon

Manitoba Public Insurance
731-1st street
Brandon MB R7A 6C3.
Phone: (204) 729-9487

Dauphin

Manitoba Public Insurance
Dauphin Provincial Building
27-2nd Avenue SW
Dauphin MB R7N 3E5
Phone: (204) 622-2783

Winkler

Manitoba Public Insurance
Box 1990, 355 Boundary Trail
Winkler MB R6W 4B7
Phone: (204) 331-7510

All new application forms, required documentation, fees, renewal applications and notices of change must be submitted in person, or by mail to the following address:

Manitoba Public Insurance
Vehicle Standards and Inspections
1981 Plessis Rd. Bldg. B
P. O. Box 6300
Winnipeg MB R3C 4A4

Information Line: (204) 985-0937
Facsimile: (204) 954-5325
Toll-free: 1-866-323-0542

Application forms are also available from the above address.

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Salesperson's Permit Handbook

The Drivers and Vehicles Act

The Drivers and Vehicles Act (DVA) stipulates that all salespersons in Manitoba that buy and sell motor vehicles or trailers¹, or negotiate the buying and selling of motor vehicles or trailers, for a dealer must have a valid Salesperson's Permit. The Act contains rules and regulations for dealers and salespersons including application requirements for dealers and salespersons. The Registrar of Motor Vehicles is responsible for the administration and enforcement of licensing and operating standards for dealers and salespersons as defined in the DVA.

Manitoba Public Insurance

Manitoba Public Insurance manages the Dealer's and Salesperson's Permit program under delegated authority by the Registrar of Motor Vehicles.

Dealer

A dealer is defined as a person who carries on the business, or holds himself or herself out as carrying on the business, of buying and selling motor vehicles or trailers, as principal or agent.

Dealer's Permit

Anyone carrying on a business as a dealer must hold a Dealer's Permit issued by the registrar that permits the individual, partnership, or corporation to sell any type of vehicle that can be registered under the DVA.

A Dealer's Permit is valid for up to five years.

Definition of Salesperson

The DVA defines a salesperson as "a person employed or otherwise engaged by a dealer to buy and sell motor vehicles or trailers or to negotiate agreements to buy and sell motor vehicles or trailers on the dealer's behalf."

¹ A trailer that has a gross vehicle weight of 910 kilograms or less is not included in the definition of trailer, for the purpose of requiring a Salesperson Permit.

Salesperson's Permit

Everyone employed by a dealer, or acting on behalf of a dealer, to buy, sell or negotiate the buying or selling of motor vehicles or trailers must hold a Salesperson's Permit issued by the registrar.

A dealer cannot allow a person to act as a salesperson for him or her unless the person has a valid Salesperson's Permit in his or her possession that includes the name of that dealer.

A Salesperson's Permit is valid for up to one year.

APPLYING FOR A SALESPERSON'S PERMIT

Requirements

Applicants for a Salesperson's Permit in Manitoba must:

- Provide a document, which is no more than 30 days old, that has a full and complete history of any criminal record or confirms that no criminal record exists. An applicant can get this document from his or her local R.C.M.P. detachment or municipal police service;
- Submit a completed Application for Salesperson's Permit;
- Satisfactorily complete a Salesperson's Permit written knowledge test, subject to a \$25.00 administration charge.

Applications for Salesperson's Permits must be accompanied by the prescribed permit charge (cheques or money orders should be made payable to Manitoba Public Insurance).

Written Knowledge Test

New applicants for a Salesperson's Permit must pass a written test intended to measure knowledge of prevailing legislation, dealer operating standards, and consumer protection guidelines. Test questions are randomly selected and are based on the information contained in this handbook.

The registrar, or designate, may authorize issuance of a Salesperson's Permit without satisfactorily completion of the knowledge test if the applicant can demonstrate proficiency in the subject material through other means deemed by the registrar, or designate, to be equivalent to the prescribed knowledge test.

In some cases the registrar, or designate, may require that an existing permit holder pass a written knowledge test as a condition of renewal or reinstatement of a Salesperson's Permit.

To write the knowledge test, applicants must appear in person at any of the Manitoba Public Insurance Service Centres listed on the inside cover of this handbook.

Renewal of Salesperson's Permit

Application for the renewal of a Salesperson's Permit is mailed to the employing dealer before the permit expiry date.

To renew a Salesperson's Permit:

- The applicant and the dealer must complete and sign the Application for Salesperson's Permit;
- Submit along with the prescribed permit charge (cheques or money orders should be made payable to Manitoba Public Insurance.)

SALESPERSON'S OBLIGATIONS

Permit Holder Conditions

A salesperson must have his or her permit in their possession whenever he or she is involved in sales activities.

A salesperson cannot lend his or her permit or allow anyone else to use the permit for any purpose.

A salesperson must provide his or her permit to a peace officer, upon request.

Dealer's Name on Salesperson's Permit

The salesperson may only act as a salesperson for the dealer named on his or her permit. If a salesperson stops working for one dealer and is hired by another dealer he or she may not work for the second dealer until the registrar has issued a new permit noting the new dealer's name.

Salesperson Must Provide Notice of Changes

A holder of a Salesperson's Permit must notify Manitoba Public Insurance, within seven days, of any of the following changes:

- Provide notice, in writing, of any change in his or her name or home address;
- Provide notice, in writing, of a change in the permit holder's facsimile number or email address that has been provided to Manitoba Public Insurance by the salesperson for the purpose of receiving notices.

Upon notification of a change, Manitoba Public Insurance will issue a new permit to the salesperson, free of charge. If an applicant stops working as a salesperson, the permit must be returned to Manitoba Public Insurance and the permit will be cancelled.

Sale Agreements

A dealer, or someone acting on behalf of a dealer, must provide, sign and have the buyer sign, a written Sale Agreement for every vehicle sales transaction.

The Sale Agreement must include the following:

- The date of sale of the vehicle;
- The name and address of the buyer;
- The year, make, model and vehicle identification number of the vehicle sold;
- The odometer reading of the vehicle at the time of sale;
- The words "Dealer's Permit" followed by the number of the permit issued to the permit holder under the Act.

Transfer of Ownership Document

A dealer, or someone acting on behalf of a dealer, must provide a completed Transfer of Ownership Document (TOD) to every purchaser of a used vehicle when sold. The TOD must identify the dealer as owner of the vehicle or the name of the vehicle owner in cases where the vehicle is being sold on behalf of the vehicle owner. A TOD is not required when the vehicle is newly manufactured and accompanied by a New Vehicle Information Statement (NVIS).

Certificate of Inspection Must be Provided

Dealers are required to furnish all purchasers of used vehicles with a duly completed Certificate of Inspection (COI), unless exempted for reasons noted below. This includes the sale of previously leased vehicles or vehicles sold on consignment.

A COI is not required when:

- The vehicle is transferred as inventory from one permit holder to another permit holder;
- The vehicle is transferred to the holder of a Recycler's Permit for the purpose of destroying the motor vehicle for scrap or dismantling it for parts;
- The vehicle can never be registered again because the status of the vehicle is "irreparable";
- The vehicle is a new² motor vehicle as evidenced by a NVIS.

A used vehicle may be sold with a failed Certificate of Inspection but the purchaser must repair any defects identified on the COI and have the vehicle recertified as being roadworthy prior to registering the vehicle for road use.

Inspections, for the purpose of completing a COI, may only be performed at authorized inspection stations.

² The new vehicle exemption does not apply to vehicles subject to the *Periodic Mandatory Vehicle Inspection Regulation*.

Manitoba Regulations 75/94, *Vehicle Safety Inspection Regulation* and 76/94, *Periodic Mandatory Vehicle Inspection Regulation*, outline the minimum performance standards and inspection requirements and processes. Copies of these regulations can be obtained by calling Vehicle Standards and Inspections at (204) 985-0920 or toll-free at 1-866-323-0542.

Selling “most-at-risk motor vehicles”.

Vehicles with a high risk of theft are designated as “most-at-risk” vehicles. Most-at-risk vehicles last registered outside Manitoba and imported into Manitoba are required to be equipped with an approved theft deterrent immobilizer.

These vehicles will be identified at the time of registration and the customer will be allowed to register their vehicle but will be required to have their vehicle equipped with an immobilizer within a prescribed time to maintain their vehicle’s registration. An up-to-date list of these vehicles is available from Manitoba Public Insurance.

Salespersons must disclose the following information before selling a most-at-risk vehicle to a potential buyer:

- That the vehicle is designated as one “most-at-risk” to be stolen in Manitoba;
- Whether the vehicle is equipped with an approved theft deterrent immobilizer;
- That the vehicle must be equipped with an approved theft deterrent immobilizer, if it is an imported vehicle last registered outside Manitoba.
- That they may contact MPI to determine if the vehicle is or will have to be equipped with an immobilizer.

If the salesperson doesn’t know whether or not the vehicle requires an immobilizer, the salesperson must allow prospective buyers a reasonable opportunity to contact Manitoba Public Insurance to find out prior to completing the sale.

Dealers’ Number Plates

Dealers’ number plates are used for motor vehicles and trailers owned by or in the custody or control of a dealer and can only be issued to a dealer that holds a valid Dealer’s Permit. Vehicles with these plates are considered registered and carry basic compulsory insurance for the type of vehicle on which the plate is displayed.

A dealer’s number plate may only be used on a vehicle that is:

- Owned by the dealer, or consigned to the dealer, and kept for sale;
- Used by a dealer or his or her employee in the promotion of sales;
- In the custody and control of a dealer for the purpose of testing or servicing it.

A vehicle with a dealer's number plate may be used for personal purposes but may not be used to carry goods or people for any form of payment unless the Motor Transport Board has issued a permit for that purpose. A vehicle with dealers' number plates can be used by a customer, with the consent of the dealer or a salesperson acting in conjunction with his or her employment by the dealer.

Interim Registration Permits

The purpose of an Interim Registration Permit is to allow an owner or lessee of a newly acquired vehicle to operate the vehicle immediately. Interim Registration Permits are sold to Dealer's Permit holders at Manitoba Public Insurance Service Centres . These registrations are valid only for vehicles bought or leased from a dealer and only for the seven days following the date of vehicle purchase or lease.

A dealer may issue an Interim Registration Permit to someone who is 18 years or older, who buys or leases a vehicle from him or her, and to whom he or she has issued a COI showing the vehicle is roadworthy.

Each interim registration must include:

- Expiry date;
- Signature of dealer or authorized agent;
- Any other information required by the registrar.

The dealer must keep a record of all Interim Registration Permits issued and produce copies, upon request.

A motor vehicle with a valid Interim Registration Permit may be driven if:

- The driver has with him or her a bill of sale or invoice showing the date of purchase;
- A valid, fully completed Interim Registration Sticker is displayed on the vehicle windshield or carried by the driver if the vehicle does not have a windshield.

Although Manitoba considers the Interim Registration Permit valid anywhere in Canada and the U.S.A., vehicles being driven outside Manitoba remain subject to the laws of the other jurisdiction.

For information related to Interim Registration Permits, please call Manitoba Public Insurance Customer Support Section at (204) 985-1999 or toll-free at 1-800-282-8069.

ENFORCEMENT AND PENALTIES

Dealer Inspectors and Vehicle Standards Officers

Dealer Inspectors and Vehicle Standards Officers are employees of Manitoba Public Insurance and act on behalf of the registrar. They are responsible for:

- Licencing dealers, salespersons and recyclers;
- Monitoring bond files and processing bond claims;
- Mediating disputes between vehicle purchasers and dealers;
- Liaising with dealers, salespersons and recyclers;
- Inspecting dealers' and recyclers' premises and records to ensure full compliance with the DVA.

Dealer Inspectors and Vehicle Standards Officers are peace officers under the DVA.

Dealer Inspectors and Vehicle Standards Officers make regular dealership visits for the purpose of educating permit holders and to ensure that the rules and regulations outlined in the DVA are being followed. Full co-operation from the permit holder is required, including providing access to all records. When original records are required to be removed from the dealer's premises, the inspector or officer will provide a receipt for the documents to the dealer.

Dealer Inspectors may also investigate suspicious transactions or business activity. In his or her role as mediator, a Dealer Inspector may be contacted by both consumers and dealers and may be asked to help resolve certain matters related to the buying or selling of a motor vehicle or trailer. Inspectors may also refer matters to government departments or law enforcement agencies, when necessary.

Consumer Complaints

When Manitoba Public Insurance receives a complaint from a consumer about the safe operating condition of a vehicle purchased from a dealer, an investigation is commenced to determine the validity of the complaint. As part of the investigation, a Dealer Inspector may require the dealer or salesperson to provide information about the vehicle condition at the time of sale or information about the sales transaction itself. The dealer or salesperson must provide the requested information. In some cases, arrangements will be made for inspection of the vehicle by Vehicle Standards Officers.

If the consumer complaint is deemed to be valid, attempts will be made to settle the dispute through early dealer notification.

Failure to resolve the dispute at this level may result in a Notice to Repair being issued under the DVA. The Notice to Repair sets out the required repairs that must be completed by the dealer to bring the vehicle to the condition as specified on the Certificate of Inspection at the time of sale.

Failure to comply with the Notice to Repair within the specified timeframe will result in further disciplinary action including, Notice to Appear for Show Cause, suspension or cancellation of the Dealer's Permit or referral to the courts. Matters may also be referred to government departments or law enforcement agencies for further action.

A Dealer's Permit, or Salesperson's Permit, may be suspended or cancelled if it is determined there has been a violation of any provisions of the DVA or its Regulations, or any other legislation.

Refusal to Issue, Renew, or Suspend or Cancel a Salesperson's Permit

Manitoba Public Insurance may refuse to issue a Salesperson's Permit if there is reason to believe that the applicant will not carry on business as a salesperson according to the law and with integrity and honesty.

Once a Salesperson's Permit has been issued, Manitoba Public Insurance may refuse to renew, or suspend or cancel a permit if past conduct of the salesperson affords reasonable grounds to believe that he or she will not carry on business as a salesperson according to the law and with integrity and honesty, or if the holder of the Salesperson's Permit is in breach of any term or condition of the permit. The registrar can also add terms and conditions to a permit.

A permit will not be issued to an applicant who has unpaid judgments recorded against him or her as the result of dealing in vehicles.

In the event that Manitoba Public Insurance intends to refuse to issue, renew, or suspend or cancel a Salesperson's Permit, the applicant or permit holder will be provided with written notice of the intended action including the reason(s) for that action.

Right to Show Cause Hearing

Upon receiving written notice of the intention to refuse to issue, renew, or suspend or cancel a Salesperson's Permit, the applicant or permit holder may request a hearing, in writing. This request must be filed within 15 days after the notice of the intended action is given.

Thereafter, the applicant or permit holder will be notified of the date, time and place of the scheduled hearing. The applicant or permit holder will be provided with a copy of the decision as a result of the hearing.

Appeal to Licence Suspension Appeal Board

If the applicant or permit holder is not satisfied with the decision of Manitoba Public Insurance, the decision may be appealed to the Licence Suspension Appeal Board.

Provisional Suspension

Manitoba Public Insurance may decide that for the immediate protection of the interests of the public, it is necessary to provisionally suspend a permit. The applicant or permit holder will be notified, in writing, of this decision and the notice will include the reason for the suspension. A provisional suspension is effective upon receipt of the Notice of Provisional Suspension and cannot be appealed to the Licence Suspension Appeal Board.

Upon receiving written notice of the provisional suspension, the permit holder may request a hearing, in writing. This request must be filed within 15 days after receipt of the notice.

Thereafter, the applicant or permit holder will be notified of the date, time and place of the scheduled hearing. The applicant or permit holder will be provided with a copy of the decision as a result of the hearing. The decision from the hearing can be appealed to the Licence Suspension Appeal Board.

Claims Against a Dealer's Security

In the event that a loss is suffered by any person as a result of dishonest conduct, or a criminal or otherwise unlawful act by a dealer, or any director, officer, employee, or salesperson of the dealer, a claim may be made against the \$25,000 bond or security deposit submitted by the dealer at time of application for a permit.

Fines

Conviction of a violation under the DVA can lead to fines of up to \$5,000.

Return of Permit

A permit holder whose permit is suspended or cancelled must return his or her permit without delay.

OTHER CONSUMER PROTECTION LEGISLATION

The Business Practices Act

The Business Practices Act (BPA) applies to buyer transactions including the retail sale or lease of goods or services that are mainly for the buyer's personal, family or household use. It also allows the government to seek remedies for victimized buyers and to investigate and prosecute offending businesses. A buyer may also take legal action for relief from an unfair business practice.

Unfair Business Practices

Both the dealer and the salesperson are liable for any unfair business practice committed by the dealer's salesperson.

The Act states that it is an unfair business practice for a dealer or salesperson to:

- Do or say anything or to fail to do or say anything if, as a result, the end result, a buyer could be deceived or misled
- Make a false claim
- Take advantage of a buyer if the dealer or salesperson knows, or can reasonably be expected to know, that a buyer is not in a position to protect his or her own interests

Examples of Unfair Business Practices

Any of the following representations or acts is considered to be an unfair business practice under *The Business Practices Act*:

1. A statement that misleads the buyer.

Example: A dealer tells a buyer that the warranty for a vehicle includes all costs of repair when it does not include the cost of labour.

2. A representation that takes unfair advantage of a buyer.

Example: A salesperson convinces a person who does not read or speak English well that they must have an extended warranty contract in order to finance a vehicle.

3. A representation that the goods have performance characteristics, accessories, etc. that they do not have.

Example: A salesperson tells a buyer that a vehicle has sufficient towing capacity to tow the buyer's trailer when it does not.

4. A representation that the goods are of a particular standard, quality, style or model when they are not.

Examples: A dealer sells a vehicle as a 1993 model when it is actually a 1992 model or states that the vehicle will last for years when used for a certain purpose.

5. A representation that the goods are new or unused when they are not.

Example: A salesperson describes a vehicle as new when it has been used as a demonstrator.

6. A false representation as to the extent to which the goods have been used.

Example: A salesperson tells a customer that a vehicle was driven by a single driver who only drove between work and home when in fact, the vehicle was a fleet vehicle.

7. A false representation as to the history or usage of the goods.

Example: A vehicle is described as a dealer's demonstrator when it was actually used as a driving instruction vehicle.

8. A false representation that a service, part or the repair of the goods is necessary or desirable.

Examples: A dealer tells a customer that the transmission gears on a vehicle need to be replaced when only the bands need adjustment or that a vehicle is in urgent need of repair when it is not.

9. A representation that a price benefit or advantage exists when it does not.

Example: A dealer says, or advertises, that a vehicle normally sells for \$12,000 but "today only" is being sold at \$8,000 providing the customer with a \$4,000 savings when the normal selling price is \$8,000.

10. A representation that an individual has authority to negotiate the final terms of a consumer transaction when he or she does not.

Example: A salesperson and a buyer close a deal, but the manager turns it down because the salesperson did not have the final authority to close the deal. A manager or supplier cannot deny a deal negotiated by a salesperson that acted as if he or she had the authority to close it.

11. The use of exaggeration, innuendo or ambiguity as to a material fact, or the failure to disclose a material fact.

Examples: A dealer who says that a vehicle is in excellent condition and was traded in by the original owner, when in fact, it has been in a serious accident and has had many owners or was purchased at an auction and the true history is unknown.

12. Where the supplier gives a consumer an estimate and then demands a price that is materially higher than the estimate unless the supplier has obtained the consumer's express consent to that higher price prior to providing the goods.

Example: When a vehicle is ordered and upon delivery the buyer is told that the price is higher than originally quoted because there is more equipment on it than originally requested.

13. Where the price of a part of a consumer transaction is given in an advertisement, display or representation without giving reasonable prominence to the total price.

Example: An advertisement for a new vehicle shows a monthly rate, with the total price at a fixed term of five years in fine print.

For further information about *The Business Practices Act*, contact the Consumers' Bureau, 302-258 Portage Avenue, Winnipeg, MB or telephone 945-3800 or 1-800-782-0067.

The Consumer Protection Act

Under *The Consumer Protection Act (CPA)*, buyers can have a hearing, investigation and mediation of complaints about almost all purchases, including the purchase of a motor vehicle. *CPA* includes rules about credit arrangements, disclosure of credit terms and the responsibility on the part of the seller to the buyer for all duties, liabilities, obligations and warranties applicable to a sale under the Act or by contract.

The *CPA* defines the role and administration of the Consumers' Bureau. The Consumers' Bureau hears, mediates and investigates buyer-related complaints. When the bureau receives a complaint, it considers the rights and responsibilities of each party. *Not all matters are covered by legislation.* In those situations, the Bureau offers an opportunity to resolve the problem through a voluntary process of dispute resolution/mediation.

Cost of Credit Disclosure Requirements

New "cost of credit disclosure" requirements under *The Consumer Protection Act* came into force in Manitoba on April 1, 2007.

The cost of credit disclosure requirements apply to a wide range of consumer credit; including, loans, lines of credit, credit card transactions, payday loans and --for the first time in Manitoba--mortgages, rent-to-own contracts, and vehicle leases. The disclosure requirements will assist businesses by harmonizing requirements for cost of credit disclosure with other Canadian jurisdictions.

The legislation:

- harmonizes cost of credit disclosure legislation with other provinces across Canada;
- states what must be disclosed in consumer credit agreements and in advertisements;
- provides a formula to calculate the cost of borrowing and the Annual Percentage Rate (APR); requires prominence to APR and the total cost of credit in disclosure statements and in advertising; The APR includes foregone cash incentives, mandatory administrative fees, credit insurance, brokerage fees and any other payments that are payable by consumers who are financing their vehicles but not payable by consumers who are paying cash for their vehicles.
- calculates cost of credit using the concepts of “value received” and “value given” by the borrower; the value given is the total amount paid by the borrower; including principal, interest and all other charges plus the value of anything else given as payment (e.g. trade-in). The value received is the value that a borrower receives (e.g. the proceeds of the loan or mortgage, the cash value of the item and the value of any optional services). Value given less value received by the borrower is equal to the total cost of credit. Total cost of credit is expressed in dollars and cents and the APR is expressed as a annual percentage rate;
- gives borrowers the right to cancel certain optional services, such as extended warranty or insurance.

Warranties

In every retail sale of goods or services, the seller is liable under the *CPA* for the performance of all obligations and warranties under the contract or under the Act to service or repair goods. This includes an extended warranty contract sold on behalf of another party whether or not the dealer receives remuneration for selling the contract. For example, if a warranty company becomes insolvent, the dealer is liable for the obligations under the warranty.

**For further information about *The Consumer Protection Act*, contact:
Consumers' Bureau
302-258 Portage Avenue
Winnipeg MB R3C 0B6
Telephone: (204) 945-3800
Toll-free at 1-800-782-0067**

Salespersons are responsible for keeping themselves informed about any changes or amendments to the laws governing their industry.

Visit the Manitoba Public Insurance website at: www.mpi.mb.ca