

UNDERTAKING

**Pursuant to Section 154 of the *Business Practices and Consumer Protection Act*
("Act")**

THIS UNDERTAKING is made with an effective date of September 10, 2019

BETWEEN

In Side Out Home Inspection Inc. and Vaughn Manley

(together, the "Respondent")

AND

Consumer Protection BC

(the "Director")

WHEREAS:

1. In Side Out Home Inspection Inc. is a business providing home inspections to consumers in British Columbia. Vaughn Manley is its sole director and president, and a certified home inspector operating with Consumer Protection BC licence number 50812.
2. In August 2019, after an inspection conducted in July 2019, the Director issued a Report and initiated a hearing involving allegations that the Respondent had failed to meet requirements under sections 12 and 13 of the *Home Inspector Licensing Regulation* pertaining to home inspection services contracts and home inspection reports.
3. The Act authorizes the Director to terminate proceedings by entering into undertakings with hearing respondents.
4. The Respondent has taken steps to correct the deficiencies identified in the Report and wishes now to enter into an undertaking with the Director.
5. The Respondent and the Director agree to resolve and conclude the hearing in Consumer Protection BC case #30257 by means of this Undertaking, on the terms set out below.

NOW, THEREFORE:

6. The Respondent undertakes to comply with the Regulation, by ensuring that its home inspection contracts specify what will be covered by the home inspection. Further, if the contractual scope of inspection is specified in a document saved or displayed externally to the contract and accessible via hyperlink or URL, the Respondent will ensure that the link is functional and that the associated document correctly states the scope of

inspection.

7. If the Respondent is in regard to a proposed home inspection unable to verify that the scope of inspection document incorporated in the contract via hyperlink or URL is functionally accessible and correct, the Respondent must enclose with the contract a legible hard copy for the consumer or client at the time of the transaction.
8. The Respondent must ensure that every home inspection report prepared for consumers (clients) contains the consumer's name and address as well as the Respondent's business address and, if different, its mailing address.
9. The Respondent agrees to pay to Consumer Protection BC within 30 days of the effective date of this Undertaking partial inspection **costs of \$500** for the inspection and Report related to file #30257.

THE DIRECTOR AGREES, upon the Respondent's undertaking to comply with stipulations #6 to #9 above, to **terminate the hearing** of the Report to Director [case file #30257] and to conclude the matter.

THE RESPONDENT ACKNOWLEDGES that:

- This Undertaking remains binding until it is either terminated in writing by the Director or by Order of the Supreme Court of British Columbia.
- If the Respondent fails to comply with the Undertaking, it may be subject to further proceedings and ultimately be made liable to penalties under the Act.
- The Director may file the Undertaking in BC Supreme Court and seek to enforce it as an order of the Court if the Respondent is in breach of it.
- Any communication relating to this Undertaking shall be made to the following, unless another address for delivery is given in writing by either the Director or the Respondent to the other party:

DIRECTOR:

Shahid Noorani, Vice President of Regulatory Services
 Consumer Protection BC
 200 – 4946 Canada Way
 Burnaby, British Columbia V5G 4H7
 Fax: (604) 320-1663
 shahid.noorani@consumerprotectionbc.ca

RESPONDENT:

In Side Out Home Inspections Inc.
401 – 1500 Pendrell Street
Vancouver, British Columbia V6G 3A5
info@insideouthomeinspection.net

Accepted and entered on September 10th, 2019:

FOR THE DIRECTOR



Robert Penkala,
Manager of Enforcement Hearings

FOR THE RESPONDENT



Sept 11, 2019 (VKM)

Vaughn Manley, Certified Home Inspector
Director & President, In Side Out Home Inspections Inc.