

**DISCIPLINE COMMITTEE OF THE  
ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL**

PANEL:	Deb Mattina, Chair	Public Member
	Paul Eros, Vice Chair	Registrant Member
	Jon Lemaire, Vice Chair	Registrant Member

**DECISION AND REASONS ON PENALTY**

IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE MOTOR  
VEHICLE DEALERS ACT 2002, S.O. 2002, C.30, Sch. B

B E T W E E N :

Appearances<sup>1</sup>:

**ONTARIO MOTOR VEHICLE  
INDUSTRY COUNCIL**

)  
)  
) Maria Corriea, for the Registrar  
)

- and -

**KINGSLINE INVESTMENTS INC.**

- and -

**JOHN OKINAME**

)  
) Self-Represented  
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)

Hearing Date: September 3 and 4, 2025

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**Date of Decision: September 4, 2025**

**DECISION AND REASONS**

Section 17 of the *Motor Vehicle Dealers Act 2002*, S.O. 2002, c. 30, Sch. B (“Act”) establishes a Discipline Tribunal (the “Tribunal” or the “Panel”) and empowers the Tribunal to hear and determine issues concerning alleged breaches of the Code of Ethics. The Code of Ethics applies to all Registrants registered under the Act. Registrants that disregard or violate the Code of Ethics are subject to having their conduct reviewed by the Tribunal. The Code of Ethics requires

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<sup>1</sup> Independent legal counsel to the Panel is Ms. Liz McLellan

that all Registrants conduct business with integrity, accountability, compliance, respect and professionalism as well as ensuring that requirements are met when it comes to disclosure and marketing and the disclosure of information in sale and lease contracts.

**Findings:**

1. The Tribunal finds the Dealer, Kingsline Investments Inc. (the “Dealer”), has breached sections 7(1) and 9(3) of the Code of Ethics.
2. The Tribunal finds the Registrant, John Okiname (the “Registrant”), has breached sections 6(2) and 9(3) of the Code of Ethics.

**Order:**

1. The Dealer shall pay a fine of **\$12,000.00** no later than one (1) year from the date of this order.
2. The Registrant is ordered to pay a fine of **\$1,000.00** within sixty (60) days of the date of this order.
3. The Registrant is ordered to complete the MVDA Key Elements course (the “Course”) within one hundred eighty (180) days of the date of this order.
4. The Dealer shall offer to all current salespersons employed by the Dealer to fund their completion of the Course no later than one hundred eighty (180) days from the date of this order.
5. The Dealer shall offer to all future salespersons employed by the Dealer to fund their completion of the Course no later than one hundred eighty (180) days from the start date of their employment with the Dealer.

**Reasons:**

The evidence in this case is well documented, and the facts are essentially undisputed. The allegations with respect to each of the vehicle sale transactions are supported by the corresponding Bills of Sale, Carfax where available, and addendums to the Bills of Sale when documented. There is no dispute that all 12 transactions were completed in the manner the records illustrate.

The Tribunal also finds that the Respondent believed he had fully disclosed the vehicles' salvage status—displaying post-accident, pre-repair photographs and stating they were bought at Impact Auto—and that the customers understood they were purchasing such vehicles.

The Tribunal's finding is somewhat supported by the fact that this matter did not come before the Tribunal because of a consumer complaint, but rather through a Dealer Inspection conducted by the Ontario Motor Vehicle Industry Council ("OMVIC").

In its decision, the Tribunal noted that despite the warning letter the Registrant received from OMVIC dated June 22, 2023 (the "Warning Letter"), he did not correct his practices. Instead, the Registrant continued to follow the same procedure OMVIC specified may contravene the Act in its Warning Letter, including only showing customers vehicle photos and Carfax in addition to some written disclosure information on the Bill of Sale and/or an addendum.

Even after receiving the Warning Letter, the Respondent failed to acknowledge that, in order to comply with the Act, it was his responsibility to record **all** damage disclosure in writing on the Bill of Sale (inclusive of an addendum if necessary).

In this case, the Tribunal did not question the Registrant's honesty. The Tribunal accepts that he genuinely dealt with his customers with sincerity. The Respondent appeared to believe that if his customers were shown the photos and the Carfax along with some written disclosure that this satisfied his obligations under the Code of Ethics.

It is apparent the Registrant did not fully appreciate that his obligation under the Code of Ethics was to make full disclosure (to the best of his knowledge), **in writing on the Bill of Sale**. It was evident to the Tribunal that, even during the hearing, the Registrant continued to misinterpret his obligations to make full disclosure as prescribed by the Code. During his submissions, however, the Registrant advised that he is currently complying with the requirement to record disclosure on the Bill of Sale.

With respect to the proposed penalty, the Tribunal is cognizant of the need to deter the Registrant and the industry in general from breaching the Code of Ethics. This can only be achieved through meaningful penalties.

The Tribunal considered the appropriateness of the penalty at length. Each Tribunal member is fully aligned with the premise that a penalty **must** deter behavior. The Tribunal is united on the principle that penalties must reflect escalating values as established by current economic standards. For example, a penalty issued 10 years ago for the exact same type of breach may not be sufficient deterrence in today's economy as inflation itself would diminish the value of the penalty if the monetary value remained unchanged. On the other hand, as in this case, the Tribunal retains flexibility to consider if differing circumstances resulting in the same breach of

the Code of Ethics can or should receive differing penalties if the Panel's assessment of the circumstances warrant it.

In this matter, the Tribunal recognizes that the Dealer is small. The Registrant is the sole salesperson and is the person in charge of the day-to-day operations. As the person in charge, he has primary responsibility for compliance with the Act.

Three factors weighed heavily in the Tribunal's determination of the penalty:

1. First and foremost, is the consideration of whether the penalty is significant enough to deter the behaviour of the Registrant and to send a clear message to the industry that such breaches will not be tolerated.
2. Secondly, the Tribunal considered the penalty requested by OMVIC counsel with a view to balancing the need for an effective penalty in accordance with the seriousness of the breaches.
3. Lastly, and as suggested by OMVIC counsel, the Tribunal considered the size of the Dealership.

The Tribunal concluded the number of breaches was significant. This detail was heightened by the fact that the Warning Letter appeared to have no deterrent effect on the Registrant's identified behavior.

The Panel reflected on the three previous case decisions submitted by Ms. Correia. In each of these cases, the subject matter of the alleged breaches included the standard for disclosure not being met. This is the same issue as in this current case. In the Tribunal's opinion, the distinction between the cases presented by OMVIC counsel is primarily related to the fact that while the Respondent's disclosure practices did not meet the standard prescribed in the Act, it appeared he made significant effort to inform his customers of the condition of the vehicles they were purchasing.

There were details missing in the disclosure for all 12 transactions. However, it is clear the Respondent made some attempts at disclosure in each transaction, consisting of some combination of what was written on the Bill of Sale, provided by a Carfax, or shown in a photo of the vehicle to the customer. The Tribunal is confident the Respondent believed that he was providing the customer with the material facts on each of the vehicles he sold.

While the Tribunal recognizes the Respondent's efforts, the details recorded for each of the 12 transactions fall short of the requirements in the Act, namely to make disclosure in full and in writing on the Bill of Sale.

In deciding the penalty, the Tribunal noted there were no customer complaints. Additionally, although the Registrant's practices did not comply with the Act, each sale included some combination of written disclosure on the Bill of Sale and/or an addendum, plus Carfax reports and photos shown to customers. The Registrant's statement that he is now including this information indicates he is learning from the disciplinary process. The Panel also noted that this is a small dealership.

In consideration of all these things, the Panel is persuaded the Registrant intends to comply with his responsibilities under the Act and has already altered his practice to include full disclosure **in writing on the Bill of Sale**.

With the above mitigating factor in mind, and this being the first disciplinary matter for the Registrant, along with the Panel's awareness of the size of the dealership, the Panel is persuaded that a penalty of \$1,000.00 per breach amounting to \$12,000.00 for the Dealership, plus an additional \$1,000.00 for paid by the Registrant, bringing the total fine to \$13,000.00 is both sufficient and punishing enough to deter continued non-compliance.

### **Introduction:**

The Dealer was first registered as a motor vehicle dealer in or around July 2018.

The Registrant was first registered as a salesperson in or about July 2018. At all material times, Mr. Okiname was registered as a salesperson with the Dealer. He served as the Person in Charge of the day-to-day activities of the Dealer. As the Person in Charge, Mr. Okiname was assigned primary responsibility for, and agreed to be accountable for compliance with the Act and Regulations thereunder.

This matter proceeded to a fully contested hearing on September 3 and 4, 2025.

Mr. Okiname attended the hearing and was self represented. OMVIC was represented by Counsel, Maria Correia. Independent Legal Counsel to the Panel was Liz McLellan. Erica Burse, Manager of Inspections, appeared as a witness on behalf of OMVIC. Mr. Okiname provided testimony on his own behalf. Both witnesses were affirmed prior to providing their testimony.

### **Exhibits:**

1. April 2023 Inspection Report
2. July 2024 Inspection Report
3. June 2023 Warning letter

4. 2010 Infiniti G37 (VIN \*\*\*457243) Bill of Sale with addendum Pages 40-43
5. 2010 Infiniti G37 (VIN \*\*\*457243) Carfax Pages 45 – 52
6. 2005 BMW 745i (VIN \*\*\*P74276) Bill of Sale with addendum Pages 54-55
7. 2005 BMW 745i (VIN \*\*\*P74276) Carfax Pages 57-60
8. 2011 Mercedes-Benz GLK (VIN \*\*\*699668) Bill of Sale with addendum Pages 64-65
9. 2011 Mercedes-Benz GLK (VIN \*\*\*699668) Carfax Pages 68-72
10. 2011 Nissan Altima (VIN \*\*\*156892) Bill of Sale with addendum Pages 74-75
11. 2011 Nissan Altima (VIN \*\*\*156892) Carfax Pages 78-83
12. 2012 Toyota Scion (VIN \*\*\* 030314) Bill of Sale with addendum Pages 85-86
13. 2012 Toyota Scion (VIN \*\*\* 030314) Carfax Pages 89-93(BOD)
14. 2008 Toyota Camry (VIN\*\*\*057875) Bill of Sale with addendum Pages 95-96
15. 2008 Toyota Camry (VIN\*\*\*057875) Carfax Pages 99-102
16. 2009 Toyota Corolla Matrix (VIN \*\*\* 014737) Bill of Sale with addendum Pages 104-105
17. 2009 Toyota Corolla Matrix (VIN \*\*\* 014737) Carfax Pages 108-112
18. 2010 Hyundai Santa Fe (VIN \*\*\*406162) Bill of Sale with addendum Pages 114-115
19. 2010 Hyundai Santa Fe (VIN \*\*\*406162) Carfax Pages 118-122
20. 2013 Mazda 3 (VIN\*\*\*841068) Bill of Sale no addendum Page 124\*
21. 2013 Mazda 3 (VIN\*\*\*841068) Carfax Pages 127-131\*
22. 2010 Chevrolet Equinox (VIN\*\*\*227553) Bill of Sale with addendum Pages 133-134
23. 2010 Chevrolet Equinox (VIN\*\*\*227553) Carfax Pages 135-144
24. 2009 Acura TL (VIN \*\*\*800020) Bill of Sale no addendum Pages
25. 2009 Acura TL (VIN \*\*\*800020) Carfax Pages 148-147
26. 2012 Mitsubishi Lancer (VIN\*\*\*605448) Bill of Sale with addendum Pages 154-155
27. 2012 Mitsubishi Lancer (VIN\*\*\*605448) Carfax Pages 158-163

\*Note: The Bill of Sale appears to contain a clerical error when it identifies the 2013 Mazda 3 (VIN \*\*\* 841068) as a 2018 model. The Carfax accompanying the Bill of Sale clearly sets out that the vehicle is the 2013 model year.

Given the opportunity to do so, Mr. Okiname did not dispute any of the exhibits placed before him.

### **Evidence:**

OMVIC presented evidence on each of the following vehicles. Ms. Correia questioned OMVIC's witness, Ms. Bursey, as they reviewed the book of documents. Ms. Bursey provided testimony about the two inspection reports and the warning letter. Ms. Correia reviewed with Ms. Bursey, the history of each of the subject cars itemized in the Notice of Referral to Discipline. They demonstrated that while Mr. Okiname did provide some written disclosure on the bills of sale, each vehicle's disclosure was incomplete. That information is captured in Paragraphs 1 through 12 below.

Mr. Okiname did not dispute the facts as presented through Ms. Bursey's testimony, nor did he challenge any of the documentation.

1. 2010 Infiniti G37 (VIN \*\*\*457243) On or about August 19, 2023, the Dealer sold 2010 Infiniti G37 (VIN \*\*\*457243) to a consumer. This vehicle had previously incurred accident damage for which repairs were valued at \$7,834 and \$3,919. Moreover, the vehicle had two previous vandalism claims valued at \$2,560 and \$2,648. The Dealer failed to provide the purchaser with written disclosure of the vehicle's accident repair and vandalism history on the bill of sale. This is contrary to sections 42(19) and 42(25) of Ontario Regulation 333/08, as well as sections 7(1) and 9(3) of the Code of Ethics.
2. 2005 BMW 745i (VIN \*\*\*P74276) On or about February 1, 2024, the Dealer sold a 2005 BMW 745i (VIN \*\*\*P74276) to a consumer. The Dealer failed to disclose the following material facts on the bill of sale: i. This vehicle had previously incurred accident damage for which repairs were valued at \$4,280. ii. iii. The total distance driven Police reported accident 9. This is contrary to section 42(3), (19) and (25) of Ontario Regulation 333/08, as well as sections 7(1) and 9(3) of the Code of Ethics.
3. 2011 Mercedes-Benz GLK (VIN \*\*\*699668) On or about May 22, 2024, the Dealer sold a 2011 Mercedes-Benz GLK (VIN \*\*\* 699668) to a consumer. This vehicle had been declared an insurance total loss. The Dealer failed to disclose this information on the bill of sale. This is contrary to section 42(21) of Ontario Regulation 333/08, as well as sections 7(1) and 9(3) of the Code of Ethics.
4. 2011 Nissan Altima (VIN \*\*\*156892) On or about November 20, 2023, the Dealer sold a 2011 Nissan Altima (VIN \*\*\*156892) to a consumer. This vehicle had been declared an insurance total loss. The Dealer failed to disclose this information on the bill of sale. This is contrary to section 42(21) of Ontario Regulation 333/08, as well as sections 7(1) and 9(3) of the Code of Ethics.
5. 2012 Toyota Scion (VIN \*\*\* 030314) On or about December 29, 2023, the Dealer sold a 2012 Toyota Scion (VIN \*\*\* 030314) to a consumer. This vehicle had previously incurred accident damage for which repairs were valued at \$7,861 and \$5,543.98. The Dealer failed to provide the purchaser with written disclosure of the vehicle's accident repair history. This is contrary to sections 42(19) of Ontario Regulation 333/08, as well as sections 7(1) and 9(3) of the Code of Ethics.
6. 2008 Toyota Camry (VIN\*\*\*057875) On or about July 14, 2024, the Dealer sold a 2008 Toyota Camry (VIN \*\*\* 057875) to a consumer. This vehicle had previously incurred accident damage for which repair was valued at \$6,887.19. The Dealer failed to provide

the purchaser with written disclosure of the vehicle's accident repair history. This is contrary to sections 42(19) of Ontario Regulation 333/08, as well as sections 7(1) and 9(3) of the Code of Ethics.

7. 2009 Toyota Corolla Matrix (VIN \*\*\* 014737) On or about July 27, 2024, the Dealer sold a 2009 Toyota Corolla Matrix (VIN \*\*\* 014737) to a consumer. This vehicle had been previously registered in the province of Newfoundland and had previously incurred accident damage for which repair was valued at \$9,921.00. The Dealer failed to disclose this information on the bill of sale. This was 3 of 6 5 of 163 contrary to sections 42(19) and 42(22) of Ontario Regulation 333/08, as well as sections 7(1), and 9(3) of the Code of Ethics in Ontario Regulation 332/08.
8. 2010 Hyundai Santa Fe (VIN \*\*\*406162) On or about March 10, 2024, the Dealer sold a 2010 Hyundai Santa Fe (VIN \*\*\*406162) to a consumer. This vehicle had been previously registered in the province of Quebec. The Dealer failed to disclose this information on the bill of sale. This was contrary to sections 42(22) of Ontario Regulation 333/08, as well as sections 7(1), and 9(3) of the Code of Ethics in Ontario Regulation 332/08.
9. \*2013 Mazda 3 (VIN\*\*\*841068) On or about April 4, 2024, the Dealer sold a 2013 Mazda 3 (VIN \*\*\* 841068) to a consumer. This vehicle had been declared an insurance total loss. The Dealer failed to disclose this information on the bill of sale. This is contrary to section 42(21) of Ontario Regulation 333/08, as well as sections 7(1) and 9(3) of the Code of Ethics.
 

\*Note: Model year corrected for clerical error on Notice of Referral to Discipline
10. 2010 Chevrolet Equinox (VIN\*\*\*227553) On or about March 30, 2024, the Dealer sold a 2010 Chevrolet Equinox (VIN \*\*\* 227553) to a consumer. This vehicle had previously incurred accident damage for which repairs were valued at \$5,067. Moreover, the vehicle had a previous theft claim of \$9,932. This is contrary to sections 42(19) and 42(25) of Ontario Regulation 333/08, as well as sections 7(1) and 9(3) of the Code of Ethics.
11. 2009 Acura TL (VIN \*\*\*800020) On or about May 4, 2024, the Dealer sold a 2009 Acura TL (VIN \*\*\* 800020) to a consumer. This vehicle had a previous theft claim of \$12,697. The Dealer failed to disclose this information on the bill of sale. This is contrary to section 42(25) of Ontario Regulation 333/08, as well as sections 7(1) and 9(3) of the Code of Ethics.
12. 2012 Mitsubishi Lancer (VIN\*\*\*605448) On or about May 10, 2024, the Dealer sold a 2012 Mitsubishi Lancer (VIN \*\*\* 605448) to a consumer. This vehicle has been declared an insurance total loss. Moreover, this vehicle had previously incurred accident damage for which repairs were valued at of \$9,604 and \$8,171.34 This is contrary to sections 42(19)

and 42(21) of Ontario Regulation 333/08, as well as sections 7(1) and 9(3) of the Code of Ethics.

**Mr. Okiname provided oral testimony.** He informed the Panel that he was not a “cheat” and that he dealt with his customers “the way that I know how.” Mr. Okiname said that he gives the information “as best as it was given to him”, and stated that Impact Auto, where he purchases his inventory, provides free Carfax. His testimony was that he would show the Carfax to the customer and that some customers would request that he give it to them. During the Hearing, Mr. Okiname asked, apparently rhetorically, “why wouldn’t I give it [Carfax] to them?”

Mr. Okiname went on to testify that he has a relationship with his customers, that his customers come back to him, and that if there is an issue with one of his cars, he will fix it for them. Mr. Okiname stated that every car has its price. He also stated that he shows his customers the before (repair) photos of the cars he buys from Impact Auto. He stated that sometimes he sells cars “without profit”. Mr. Okiname recounted an event, when according to him, a customer asked him not to write down on the Bill of Sale that the vehicle had been involved in an accident because if his wife knew, she would not buy the car. Mr. Okiname obliged the buyer and did not write the information on the Bill of Sale.

On cross examination, Mr. Okiname acknowledged that he understood he was required to follow the requirements of the Act. Ms. Correia reviewed the OMVIC inspection reports and the Warning Letter with Mr. Okiname, both of which he acknowledged he received. Ms. Correia walked Mr. Okiname through the transactions pointing out information that was known to him by way of the Carfax’s but were not written on the bill of sale as required by the Act.

During cross examination Mr. Okiname repeatedly asserted that he provided all the information he knew about the vehicles by showing his customers the Carfax’s provided by Impact Auto. When Ms. Correia attempted to ascertain whether or not Mr. Okiname understood his obligation to put the information in writing on the Bill of Sale, Mr. Okiname continued to maintain that he was doing “what he knew best to do” by showing his customers the Carfax. At one point, the Panel Chair intervened to try to inform Mr. Okiname of the distinction that Ms. Correia was trying to make that all of the disclosure must be made in writing on the Bill of Sale. Mr. Okiname maintained that he was honest with his customers and that he was not a “cheat”.

In redirect, Mr. Okiname’s position remained that he did the “best he could” and felt that he had fulfilled his obligations by showing his customers the relevant Carfaxes.

### **Submissions:**

Ms. Correia submitted that during his testimony, Mr. Okiname acknowledged his responsibility to follow the Act. She stated that according to the Act, Mr. Okiname is required to make disclosures in full and in writing on the Bill of Sale. Ms. Correia reminded the Tribunal that Mr.

Okiname acknowledged missing pieces of disclosure, stating that he sometimes “forgot to write it down”. Ms. Correia submitted that the Dealer does not have discretion on what to disclose, and that “acting to the best of his knowledge” falls short of the standard. Ms. Correia argued showing the customer a Carfax also does not meet the standard.

Ms. Correia summarized OMVIC’s position by stating that Mr. Okiname’s disclosure to customers was neither complete nor compliant. She submitted that OMVIC had demonstrated that Mr. Okiname failed to meet the standards in the Act.

Mr. Okiname submitted that the only disclosure source he was using was Carfax and photos. He submitted that Carfax (information) is sometimes delayed, suggesting that the Carfax he showed his customers may not contain complete information on the vehicles’ history, but that it was the “information he had and that which he provided his customers”. Mr. Okiname stressed that he was honest with his customers and that he showed them the Carfax documents that he received from Impact Auto. Mr. Okiname stated that he is now writing the disclosure information on the Bill of Sale and that he will “do what he has to do [to be compliant]”.

The Panel sought advice from Ms. McLellan, ILC. Ms. McLellan advised the Panel to decide the matter on its merits and reminded the Panel Members that they are charged with determining whether OMVIC had proven the allegations on a balance of probabilities. Ms. McLellan advised the Panel to consider the responses and to determine if any of the allegations were unproven.

Ms. Correia and Mr. Okiname were given the opportunity to comment on ILC’s advice. Both Parties declined to comment.

### **Deliberations:**

Upon completion of the evidentiary portion of the hearing, the Tribunal adjourned until the next day to consider the facts of the matter before them.

As stated in the findings, the Panel concluded that breaches of the Code of Ethics were supported by the evidence. Accordingly, the Panel found that on the balance of probabilities, breaches of Sections 7(1) and 9(3) by the Dealer and of Sections 6(2) and 9(3) of the Code of Ethics by Mr. Okiname were proven.

### **Penalty Submissions:**

Ms. Correia emphasized the matter was regarding the sale of 12 vehicles by Mr. Okiname that the Panel has found did not meet the standards for disclosure requirements.

Accordingly, Ms. Correia submitted a request that the Panel order:

- a. A total fine of \$18,000 (\$1,500 X 12 violations) should be imposed. This fine is broken down into a fine of \$16,000 for the Dealer and \$2,000 for Mr. Okiname as the person in charge. This amount to be paid within one year of the date of the order.
- b. Mr. Okiname shall complete the MVDA Key Elements Course within 180 days of the date of the order.
- c. Mr. Okiname shall offer the course to any future sales staff within 90 days of being retained.

Ms. Correia stated, “it is important to emphasize that compliance with the Code of Ethics is fundamental to maintaining public trust and upholding the integrity of the motor vehicle industry.” She specified that penalties must serve to protect both specific and general deterrence.

Ms. Correia stated the following with respect to specific and general deterrence:

“As for general deterrence, the penalty must send a clear message to other registrants in the industry that non-compliance, even in the absence of consumer complaints, will not be tolerated.”

“Equally important is specific deterrence, which is necessary to ensure that this Dealer understands the importance of following the Act and Regulations and is discouraged from future non-compliance.”

“The proposed penalty also has a remedial effect, as the requirement to complete the MVDA Key Elements Course supports education and promotes future compliance.”

Ms. Correia made note that as an aggravating factor, there were a significant number of transactions involved and that the Dealer had been reminded of their obligations during a previous inspection and with a warning letter.

As mitigating factors, Ms. Correia noted that this was the Registrant’s first appearance before the Tribunal. She acknowledged that the issues regarding nondisclosure were found during a routine inspection and were not a result of customer complaints. Lastly, she noted that the Carfax report was provided to the customers prior to the sale and that there was some partial disclosure made on the respective bills of sale. She also suggested that the Panel consider the size of the Dealership in their decision.

Ms. Correia cited three previous Discipline decisions for consideration:

- 1) 2023 Amazon Auto Sales
  - Two non-compliant trades of non-disclosure.
  - \$2,500 to be paid by the Dealer
  - \$500 to be paid by the Person in Charge
  - Total: \$3,000, - \$1,500 per violation

- Course requirement
- 2) 2024 Maanis Paramount Auto Sales
    - 3 non-compliant vehicle trades of non-disclosure.
    - Total: \$6,500 approximately \$2,166 per violation
    - Dealer granted 1 year to pay due to financial circumstances
  - 3) 2024 A&L Auto Recyclers
    - 1 non-compliant vehicle trade of non-disclosure
    - Fine of \$2,500
    - First time before Discipline Tribunal

Ms. Correia concluded that “the proposed penalty is proportionate to the violations and reasonable and aligned with the principles of deterrence and remediation. The Dealer had an opportunity to correct the issue following a previous inspection and warning and failed to do so.”

Mr. Okiname submitted he had no previous warnings, despite admitting to receiving the Warning Letter. It was his position that his customers had no complaints and in “2023 I was happy in my job.” He asked, “where am I going to get \$18,000? [for the penalty fee]”

Mr. Okiname advised the Tribunal that he would do the training if he was ordered to. He suggested a fine of \$2,000, but noted his financial situation was difficult, and that he would struggle to pay a fine of that quantum.

In consideration of all the relevant factors, as referenced in the Reasons above, the Panel finds that the penalty ordered is both sufficient and punishing enough to deter continued non-compliance.

I, Deb Mattina, sign this decision and reasons on behalf of the members of the Discipline Tribunal as set out below



Deb Mattina, Chair

Date: September 18, 2025

Panel Members:

Paul Eros, Vice Chair

Jon Lemaire, Vice Chair