



Citation: 1000470565 Ontario Inc. o/a All Gear Auto v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2026 ONLAT MVDA 17970

Licence Appeal Tribunal File Number: 17970/MVDA

An appeal from a Notice of Proposal to Refuse Registration issued by the Registrar pursuant to the *Motor Vehicle Dealers Act, 2002*, S.O. c. 30, Sch. B.

1000470565 Ontario Inc. o/a All Gear Auto

Appellant

and

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

AMENDED DECISION

ADJUDICATOR: Dagmara Szczudlo

APPEARANCES:

For the Appellant: Hassan Al-Mehmodi, Self-Represented

For the Respondent: ~~Naneika~~ **Nanieka** Narang, Counsel

Heard by: Videoconference on March 3 and 4, 2026

OVERVIEW

- [1] 1000470565 Ontario Inc. o/a All Gear Auto (the “appellant”), appeals from a Notice of Proposal to Refuse Registration dated October 18, 2025 (“NOP”) issued by the Registrar pursuant to s. 9 of the *Motor Vehicle Dealers Act, 2002* (the “Act”).
- [2] The appellant requested a hearing by the Licence Appeal Tribunal (the “Tribunal”) pursuant to s. 9(2) of the *Act* by way of a Notice of Appeal (“NOA”) that was filed on November 10, 2025 and this matter proceeded to a two-day videoconference hearing.
- [3] The appellant was first registered as a motor vehicle dealer in 2023 and was required to renew its registration annually. The appellant did not apply to renew the business registration prior to the expiration of its registration on August 30, 2025, and its registration expired on that date. The appellant submitted a re-application form on September 8, 2025. The respondent issued the NOP on October 18, 2025.
- [4] Hassan Al-Mehmodi is the appellant’s sole owner and director and represented the appellant.

ISSUES IN DISPUTE

- [5] The issues in dispute are:
- i. Has the Registrar established that the appellant breached conditions of registration and if so, is it disentitled to registration pursuant to s. 6(1)(f) of the *Act*?
 - ii. Has the Registrar established that the past conduct of Hassan Al-Mehmodi as a director of the motor vehicle dealer affords reasonable grounds for belief that the business will not be carried on in accordance with law, and with integrity and honesty pursuant to s. 6(1)(d)(iii) of the *Act*?
 - iii. If so, is the refusal of registration for the appellant as a motor vehicle dealer appropriate?

RESULT

- [6] The respondent met its onus under s. 6(1)(f) and s. 6(1)(d)(iii) of the *Act*.
- [7] The refusal of registration for the appellant as a motor vehicle dealer is confirmed.

PROCEDURAL ISSUES

Granted respondent's request for exclusion order

- [8] At the outset of the hearing, I granted the respondent's request for an exclusion order to bar witnesses from hearing other evidence.
- [9] The appellant did not object to the exclusion order and witnesses were present only during their testimony.

Late service of appellant's witness list

- [10] I granted the appellant's request to hear testimony from a witness who was not disclosed to the respondent in advance of the hearing.
- [11] At the hearing, the respondent submitted that neither a book of documents nor a witness list were served by the appellant in accordance with the Case Conference Report and Order released by the Tribunal on January 20, 2026 ("CCRO"). Despite sending several written requests, the respondent was not advised who will testify on behalf of the appellant and was not provided with a synopsis of the anticipated evidence.
- [12] The appellant submitted that he 'replied all' to an email when sending the witness list and was under the impression that respondent's counsel received the information in advance of the hearing. He confirmed that a book of documents was not served nor filed and that he will rely on documents filed by the respondent as needed during the hearing.
- [13] Upon review of Tribunal records, I note that the appellant filed a document called 'Appellant Witness List and Statements' containing the names of three witnesses with the Tribunal on February 24, 2026 at 11:48 p.m. The respondent's counsel was not included on this e-mail communication. I directed the appellant to send the document to the respondent during the hearing and received confirmation that it was received.
- [14] The appellant was ordered to provide the book of documents and final witness list before February 20, 2026 as outlined in the CCRO and did not comply with the order. As per Rule 9.3 of the *Licence Appeal Tribunal Rules, 2023* (the "Rules"), "if a party fails to comply with any Rule, direction or order with respect to the exchange or production of witness lists, the party may not call a witness who is not included on a witness list filed in compliance with the Rules, direction or order to give evidence without the permission of the Tribunal."
- [15] The purpose of document exchange in advance of a hearing is to allow both parties to know the case they are required to meet and the evidence and

testimony that may be relied upon. After considering the factors outlined in Rule 9.3, I noted that the appellant would be prejudiced by the exclusion of proposed witnesses, particularly considering the gravity of the potential outcome for the business (i.e. loss of registration with Ontario Motor Vehicle Industry Council (“OMVIC”). I also noted that although the respondent had no knowledge of the proposed witnesses, the substance of their testimony as customers who purchased vehicles from the appellant could be anticipated.

- [16] I granted the appellant’s request to hear testimony from a witness, and prejudice to the respondent was mitigated by deferring the proposed witness to the next hearing day to allow for preparation.

THE LAW

- [17] Section 8(1) of the *Act* authorizes the Registrar to refuse to register an applicant or refuse to renew a registration if, in his or her opinion, the applicant or registrant is not entitled to registration under section 6 of the *Act*. The grounds for doing so are set out in subsections (a) through (g) of section 6(1). Subsection 6(1)(f) provides grounds for refusal if the Registrar is satisfied that the applicant is in breach of a condition of the registration. Subsection 6(1)(d)(iii) provides grounds for cancellation if the Registrar is satisfied that the past conduct of the corporation’s officers or directors affords reasonable grounds for belief that its business will not be carried on in accordance with the law and with integrity and honesty.
- [18] The Registrar’s NOP may be confirmed, modified or set aside by the Tribunal under s. 9(5) of the *Act*. The Tribunal may also attach conditions to its order or to a registration.
- [19] For the Tribunal to confirm the Order for grounds under subsection 6(1)(f), the respondent must prove the grounds subject to a standard of proof on a balance of probabilities.
- [20] For the Tribunal to confirm the Order for grounds set out in s. 6(1)(d)(iii), there is a separate statutory standard of proof. The respondent must prove there is objective, compelling and credible information about the person’s past and present conduct, which affords a reason to believe that the appellant will not conduct itself in accordance with the law and with integrity and honesty. The standard of proof, being “reason to believe”, is a lower standard than the balance of probabilities (more likely than not) standard commonly applied in administrative tribunal matters.

EVIDENCE AND ANALYSIS

Respondent's Evidence

- [21] The respondent submits that there are several reasons for the NOP to refuse to renew the appellant's registration as a motor vehicle dealer, namely that the appellant breached conditions of registration by:
- i. Failing to disclose all material facts about motor vehicles for purchase, in writing, to its customers on the Bill of Sale, as required by s. 30(1) of the *Act*, and s. 42(19), s. 42(21), 42(22), 42(23) of Regulation 333/08 under the *Act*;
 - ii. Offering a warranty during vehicle sales which was not underwritten by an insurance company or supported by a Letter of Credit ("LOC") on file with the Compensation Fund as required by s. 47(1) of Regulation 333/08 under the *Act*;
 - iii. Failing to maintain records (eg: Safety Standards Certificates) as required by s. 52 of Regulation 333/08 under the *Act*; and
 - iv. Disregarding the Registrar's written request to sign terms and conditions for the appellant's registration and to provide a \$30,000 LOC by July 5, 2025. Both requirements were imposed on May 6, 2025 as a result of a Books and Records Inspection conducted by the OMVIC on February 25, 2025.
- [22] The respondent further submits that the past conduct of Hassan Al-Mehmodi, as the corporation's sole owner and director affords reasonable grounds for belief that its business will not be carried on in accordance with the law and with integrity and honesty because:
- i. The appellant did not apply for renewal of registration as a motor vehicle dealer before expiration of its registration on August 30, 2025;
 - ii. The appellant continued to advertise and trade in motor vehicles after its registration expired, and the company was not registered to do so as required by s. 4(1)(a) of the *Act*;
 - iii. The appellant received a verbal warning on September 17, 2025 from OMVIC investigator Todd Pearce and despite this, continued to advertise and trade in motor vehicles;
 - iv. OMVIC compensation was not available to consumers who purchased vehicles from the appellant after its registration expired. This caused hardship to Ms. Karsen Rau who purchased a vehicle from the appellant

on December 2, 2025 and filed a consumer complaint with the Registrar;
and

- v. The appellant was charged with a provincial offence under the *Act* by OMVIC investigator Todd Pearce on February 3, 2026.

[23] The respondent relies on the testimony of:

- i. Susan Dicks, OMVIC Registration Services Manager;
- ii. Brent Irvine, OMVIC Inspector;
- iii. Karsen Rau, Consumer who filed complaint; and
- iv. Todd Pearce, OMVIC Investigator.

[24] Susan Dicks, Registration Services Manager testified that OMVIC receives more than 40,000 registration applications per year and less than 1% are refused. She became involved with the appellant in September 2025 during their second registration renewal and observed that the appellant had a record of non-compliance with the *Act* during a previous inspection on February 25, 2025. Ms. Dick reviewed historical correspondence between OMVIC and the appellant during the hearing and testified that the appellant did not respond to prior requests from the Registrar as expected. Examples of communication from OMVIC which did not receive a timely response included:

- i. request to sign terms and conditions made on May 6, 2025;
- ii. request to provide a LOC by July 5, 2025;
- iii. registration renewal notices (including a 60-day, 30-day, 2-day, and an expiration notice).

[25] Brent Irvine, Inspector, testified that the *Act* and its Regulations outline mandatory information that a motor vehicle dealer must disclose to a consumer, in writing, on a Bill of Sale. Such “material fact disclosures” are intended to help the buyer know what they are buying and to assess if they are paying a fair price for their purchase. Mr. Irvine testified that he conducted a Books and Records Inspection of the appellant on February 25, 2025 and noted multiple findings related to material fact disclosures during his review of motor vehicle and/or trade records known as “deal files”.

[26] During the inspection, Mr. Irvine compared deal files retained by the appellant to Carfax reports he obtained for the corresponding Vehicle Identification Number (“VIN”). He noted in his inspection report that the “dealership is maintaining very

slim deal files, often only containing the retail bill of sale and occasionally a safety standards inspection certificate” and testified that based on his review, the appellant did not disclose, or only partially disclosed, material facts to customers on the Bill of Sale, specifically:

- i. total costs of repairs to fix the damage caused to the motor vehicle by an incident which exceed \$3,000 were not listed for multiple vehicles as required by s. 42(19) of the Regulation;
- ii. in circumstances where there were multiple reports of prior damage exceeding \$3,000, not all incidents were listed;
- iii. total loss declaration for multiple motor vehicles was not listed as required by s. 42(21) of the Regulation;
- iv. out-of-province registration for two motor vehicles was not listed as required by s. 42(22) of the Regulation; and
- v. salvage/rebuilt declaration for one motor vehicle was not listed as required by s. 42(23) of the Regulation.

[27] Continuing his testimony, Mr. Irvine also highlighted multiple findings related to extended warranties offered by the appellant. He found that the appellant included a no cost extended warranty in Bills of Sale for multiple vehicles, but this commitment was not underwritten by an insurance company or supported by a LOC on file with the OMVIC Compensation Fund. According to Mr. Irvine, this is in violation of s. 47(1) of the Regulation which is intended to protect the consumer. If the warranty is underwritten or supported by a LOC, the insurer or the OMVIC Compensation Fund will honour the warranty. Without these guarantees, the consumer relies only on the dealer and has no recourse if the dealer refuses to cover the warranty or is no longer in business. As a result of Mr. Irvine’s inspection, OMVIC requested that the appellant re-signs terms and conditions of the registration and provides a LOC by July 5, 2025.

[28] Karsen Rau, a consumer, testified regarding her negative experience arising from the purchase of a 2013 Ford Edge from the appellant on December 2, 2025. Ms. Rau testified that she saw an advertisement from the appellant on Facebook Marketplace and engaged in communication with the individual who posted the advertisement (Benyamin Al-Mehmodi) and Johnny (last name not provided) to see the car. Her initial contacts introduced her to Hassan Al-Mehmodi (who used the anglicized name Mike during their interactions), at the appellant’s location and she agreed to purchase the car after promised repairs and safety were completed. Ms. Rau testified that Hassan Al-Mehmodi was the individual who

sold her the car, signed the Bill of Sale, and told her that the safety inspection was completed.

- [29] Problems with the 2013 Ford Edge started immediately after Ms. Rau took possession of the car. She testified that many warning lights illuminated on the dashboard, including 'Check Engine', 'ABS', and 'Service AdvanceTrac' as soon as she drove off the lot. She contacted Hassan Al-Mehmodi/Mike, via text message on December 2, 2025 and arranged for a repair several days later, noting that in addition to the lights, one of the tires does not "move in harmony with the other wheels".
- [30] Problems with the car continued after the initial repair and the car failed to start multiple times. Ms. Rau communicated her observations to Mike via text message and requested a copy of the safety certificate, which was not provided at the time of sale even though the Bill of Sale stated that "the vehicle has been fully serviced and safetied". Although Hassan Al-Mehmodi/Mike and his colleagues were initially responsive and attempted to address her concerns, eventually her text messages were ignored and her car continued to malfunction. The appellant's avoidance of accountability led Ms. Rau to research her options and to file a complaint with OMVIC on December 30, 2025.
- [31] Todd Pearce, OMVIC Investigator testified that he was assigned to investigate whether the appellant was still operating after its registration as a motor vehicle dealer lapsed. As part of his investigation, Mr. Pearce performed an opensource search and observed motor vehicles being advertised for sale on the appellant's website. He attended the appellant's location on September 11, 2025 and posed as a potential consumer interested in purchasing a 2008 Ford F-150 pick-up truck that was advertised. The initial contact at the dealership introduced Mr. Pearce to his brother Mike, and they discussed the potential transaction, including pending repairs, safety, and price. Mr. Pearce testified that Mike, the person he met with at the dealer, was in fact Hassan Al-Mehmodi.
- [32] Continuing his testimony, Mr. Pearce also described his ongoing efforts to monitor the appellant's activities and internal OMVIC developments related to the dealer's renewal application. Upon direction from his manager, he spoke with Hassan Al-Mehmodi on September 17, 2025 and provided a verbal warning that the appellant cannot sell cars while unregistered. He testified that Hassan Al Mehmodi told him that the advertisements would be taken down and thanked him for the warning.
- [33] Mr. Pearce discovered that the appellant continued to sell cars after the verbal warning and receipt of the NOP to refuse registration dated October 18, 2025. Mr. Pearce testified that he continued to monitor the appellant's Registered

Identification Number (“RIN”) using the Ministry of Transportation Ontario inquiry services after the NOP was issued. A total of 3 vehicles were sold between October 29, 2025 and November 5, 2025 according to the appellant’s RIN summary entered as evidence at the hearing. As a result, Mr. Pearce asked an investigator from London to visit the appellant’s location and pose as a consumer on November 20, 2025. Investigation notes and photos from this visit show that once again, Mike provided information regarding a prospective sale of a 2013 Chevy Cruze to investigator Dan Spicer.

- [34] Concluding his testimony, Mr. Pearce stated that he was assigned to investigate a consumer complaint from Ms. Rau on January 5, 2026. He interviewed Ms. Rau and obtained evidence regarding her purchase of a 2013 Ford Edge from the appellant on December 2, 2025. Ms. Rau’s evidence and the investigation from Dan Spicer led Mr. Pearce to charge both the appellant and Hassan Al-Mehmodi with two counts of ‘unregistered dealer’, a provincial offence under the *Act*.

Appellant’s Evidence

- [35] The appellant relies on the testimony of:
- i. Hassan Al-Mehmodi, Sole Owner and Director; and
 - ii. Mohamad El Tawil, Consumer.
- [36] Hassan Al-Mehmodi testified that his business purchased used vehicles from IAA Auctions, performed repairs and re-sold them. He obtained Carfax reports from the auction house at the time of purchase, and shared material facts obtained from these reports — verbally— and by showing the Carfax reports to his customers during sales. Hassan Al-Mehmodi testified that he never had a complaint before the OMVIC inspection on February 25, 2025 but he incorporated learnings from the inspection and “started to put everything into compliance” to improve documentation of material fact disclosures and record keeping. Evidence of improved disclosure practices on Bills of Sale was not submitted by the appellant for the hearing.
- [37] Continuing his testimony, Hassan Al-Mehmodi stated that his business offered a free, in-house warranty because his customers could not afford to pay for an extended warranty from a third-party provider. The OMVIC request to obtain a \$30,000 LOC to guarantee this warranty was difficult to fulfill in the early years of his small business. Hassan Al-Mehmodi stated that he made efforts to contact OMVIC by telephone regarding this requirement and wanted to find a different solution, including taking training courses. He was surprised that no one from OMVIC followed up regarding the LOC after the inspection and to discover that

this requirement was one of the barriers to registration renewal. He also made several, documented efforts to contact OMVIC regarding updates on the status of the registration renewal and testified that he was given vague replies which culminated in the receipt of the NOP.

- [38] Hassan Al-Mehmodi testified that his business focus changed from vehicle sales to becoming a service shop which does body work after the OMVIC dealer registration lapsed. He denies that his business continued to sell cars while unregistered and stated that he does not know Benyamin Al-Mehmodi, the individual who advertised cars for sale using the appellant's business name/logo on Facebook Marketplace. Hassan Al-Mehmodi also denies that he is the individual pictured in investigator Dan Spicer's investigation and that he sold the 2013 Ford Edge to Ms. Rau. He submitted that he has three brothers who resemble him in appearance and help at the shop, however he stated that "they should not be talking to customers because they are not registered". The appellant testified that there is "a lot of impersonation and fraud" and suggested that the appellant's Bill of Sale was used by unspecified other parties without his knowledge for Ms. Rau's transaction and his information was forged.
- [39] Hassan Al-Mehmodi relied on the testimony of Mohamad El Tawil, a satisfied customer who purchased a 2018 Chevy Camaro from the appellant. The remaining proposed witnesses for the appellant did not testify at the hearing. Mr. El Tawil testified that he made the purchase because he is in the same area as the appellant and his friends also bought cars from this dealer. The purchase occurred "beginning of the year sometime last year" and Mr. El Tawil obtained his own safety certification because it was an 'as is' sale. He stated that the appellant disclosed previous damage, provided a Carfax report for the vehicle VIN, and he was happy with the car and his experience at the dealer.

ANALYSIS

Appellant breached conditions of previous registration

- [40] I find the Registrar met its burden and demonstrated that the appellant breached conditions of registration and is disentitled to registration pursuant to s. 6(1)(f) of the *Act*.
- [41] The respondent has the burden of proving, on a balance of probabilities, at least one of the grounds set out in the NOP.
- [42] I find that Mr. Irvine's testimony regarding the Books and Records Inspection he conducted on February 25, 2025 is confirmed by documentary evidence. Although the inspection report contains a typographical error in the dealer number as pointed out by Hassan Al-Mehmodi, this error is not material since

other identifying information such as the dealer's name is accurate. The inspection report documents multiple instances of non-compliance and establishes that the appellant did not meet registration conditions at the time of review.

- [43] I am not persuaded by the appellant's testimony that verbal disclosures were made, and auction Carfax reports were provided to customers for the deal files audited by Mr. Irvine. Although this submission is corroborated by testimony from Mr. El Tawil, I assign his testimony little weight because it addresses only one of the fourteen deal files that were identified as deficient for disclosures of damage over \$3,000. Even if I was to accept Mr. El Tawil's testimony that he was told about prior damage to the vehicle he was planning to purchase, this verbal disclosure is insufficient because the *Act* and the Terms and Conditions of Registration clearly state that "the Registrant further agrees to disclose all material facts on the Bill of Sale, in writing". This condition was not met by the appellant for multiple transactions, including Mr. El Tawil's, and verbal disclosure, even if provided, is inadequate.
- [44] The Bills of Sale generated by the appellant were also observed to contain only partial disclosure, as opposed to listing all material facts in the OMVIC inspection report. For example, the Bill of Sale for the purchase of Mr. El Tawil's 2018 Chevy Camaro (VIN ending in 9882), contains only one disclosure "Has accident more than \$3,000". The Carfax report for this vehicle obtained during the OMVIC inspection shows that there was a total of five accidents with damage over \$3,000, two of which were with damage over \$10,000 prior to Mr. El Tawil's purchase. Although Mr. El Tawil testified that he received a copy of the auction Carfax report as part of the transaction, the relevant Carfax report was not disclosed as evidence for this hearing, and I am unable to verify this submission. The dealer is required to retain adequate records of the sale as per the Terms and Conditions of Registration and a copy of this specific Carfax report, even if provided, was not available in the deal file reviewed as part of the inspection.
- [45] I reject Hassan Al-Mehmodi's testimony that he attempted to negotiate the requirement for the LOC with OMVIC via telephone because this submission is not supported by evidence. I find that OMVIC records reviewed by Ms. Dicks during the hearing show that OMVIC retains information regarding interactions with registrants, including call notes, copies of communication, etc. and there is no record of Hassan Al-Mehmodi contacting OMVIC regarding the LOC after it was requested. In my view, it appears that the appellant did not agree with this condition but did not take steps to negotiate a reduced LOC with the regulator. The fact remains that a \$30,000 LOC was a condition of registration imposed by OMVIC after the inspection, and this condition was not fulfilled by the appellant at the time of renewal.

[46] I find that the Registrar met their onus in relation to this ground. The OMVIC inspection report demonstrates that the appellant needed to improve compliance and had a pattern of neglecting requests from the Registrar. Since I found that at least one ground set out in the NOP has been established, I am not required to analyze remaining grounds. Despite this, I find that evidence related to the appellant's activities after the registration lapsed is of greater concern and a significant barrier to the renewal of registration. Accordingly, I'll now turn to the remaining ground and analyze whether there is a reason to believe that the appellant will not conduct itself in accordance with the law, particularly s. 4(1)(a) of the *Act* (act as a motor vehicle dealer while unregistered).

Appellant's business was not carried on in accordance with law after the registration lapsed

[47] The respondent met its onus under s. 6(1)(d)(iii) of the *Act*.

[48] The respondent must prove there is objective, compelling and credible information about the person's past and present conduct, which affords a reason to believe that the appellant will not conduct itself in accordance with the law and with integrity and honesty. The standard of proof, being "reason to believe", is a lower standard than the balance of probabilities (more likely than not) standard commonly applied in administrative tribunal matters.

[49] Witnesses at the hearing presented contradictory testimony on an essential point – whether the appellant continued to sell cars after their registration lapsed in direct violation of s. 4(1)(a) of the *Act*. The appellant's sole director denies that he continued to sell vehicles after August 30, 2025, including to Ms. Rau. He did not file evidence to support this claim nor explain who else had access to internal company documents and his facility to trade without his knowledge or consent. On this point, I find evidence presented by Investigator Pierce and Ms. Rau to be compelling and more credible than testimony of Hassan Al-Mehmodi because both witnesses confirmed that:

- i. They responded to advertisements bearing the appellant's name, logo, and address on the internet after August 30, 2025;
- ii. They met with and discussed vehicle purchases directly with Hassan Al-Mehmodi at the appellant's address after August 30, 2025;
- iii. Ms. Rau purchased a vehicle directly from the appellant on December 2, 2025; and

- iv. They confirmed that Hassan Al-Mehmodi is the same individual who used the anglicized name Mike during their in-person interactions at the appellant's address.

[50] I find the evidence presented by Investigator Pierce and Ms. Rau to be objective, compelling and credible information about the appellant's recent conduct, and agree that this conduct affords a reason to believe that the appellant will not conduct itself in accordance with the law that regulates his business.


Registrar's decision to refuse registration is confirmed, conditions denied

- [51] I confirm the Registrar's decision to refuse registration for the appellant.
- [52] The Registrar's NOP may be confirmed, modified or set aside by the Tribunal under s. 9(5) of the *Act*. The Tribunal may also attach conditions to its order or to a registration.
- [53] The respondent asks the Tribunal to confirm the decision of the Registrar and opposes the use of conditions for the appellant's registration because additional conditions cannot address the concerns in this case. The appellant was already subject to conditions which were breached, and the evidence shows that the appellant disregarded s. 4(1)(a) of the *Act* by continuing to trade while unregistered despite a warning from OMVIC.
- [54] The appellant submitted that there are other terms and conditions that could be met but did not provide details nor propose specific conditions for my consideration at the hearing. He stated that he is willing to "comply with whatever is chosen".
- [55] As I have found that the appellant committed contraventions of the *Act* and the Regulation and failed to satisfy the conditions of their registration, I must now determine if the decision to refuse registration was appropriate or if it should be modified or set aside.
- [56] The evidence and testimony related to continued trade in vehicles after the NOP was issued prevents me from modifying the Registrar's order. I find that the Registrar has valid reasons to believe that the appellant has exhibited a disregard for the law and OMVIC's regulatory and enforcement authority and am not satisfied that additional conditions will result in a course correction. I agree that allowing registration for this dealer will put the public at risk as demonstrated by recent experiences of Ms. Rau.
- [57] Having considered all the evidence, I direct the Registrar to carry out the NOP and decline to modify the proposal.

ORDER

[58] Pursuant to s. 9(5) of the *Act*, I order the respondent to carry out the NOP and refuse registration to the appellant.

Released: April 9, 2026



Dagmara Szczudlo
Adjudicator