



**Citation: Eknors Auto Inc. and Ige v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2025 ONLAT MVDA 16222**

**File Number: 16222/MVDA**

An appeal from a Notice of Proposal to Refuse and Revoke Registrations under the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, c. 30, Sched B

Between:

**Eknors Auto Inc. and Olatunbosun Ige**

**Appellants**

**and**

**Registrar, *Motor Vehicle Dealers Act, 2002***

**Respondent**

**CONSENT ORDER**

**ADJUDICATOR:**

**Jeffery Campbell, Vice-Chair**

**Date:**

**January 22, 2025**

## BACKGROUND

- [1] On August 15, 2024, the Registrar, *Motor Vehicle Dealers Act, 2002*, (the “Registrar”) issued a Notice of Proposal (the “NOP”) to refuse and revoke the registration of Eknors Auto Inc. and Olatunbosun Ige (collectively the “Appellants”), as a motor vehicle dealer and as a motor vehicle salesperson, respectively, under the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, c. 30, Sched B and the Regulations (the “Act”).
- [2] The NOP is based on the grounds that the appellants’ past conduct and financial position are inconsistent with the intention and objective of the *Act*, and therefore warrants their disentitlement to registration.
- [3] The parties advised the Tribunal that they had resolved the issues in dispute and both parties have consented to the registration of the appellants as a motor vehicle dealer and a motor vehicle salesperson under the *Act* on the terms and conditions set out in Terms and Conditions between the appellant and the Registrar signed by the appellant on January 20, 2025 and by the Registrar on January 21, 2025. The Terms and Conditions shall constitute Schedule A.
- [4] Further, both parties confirmed that pursuant to section 4.1 of the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S 2 (the “SPPA”), both parties waive the requirements of a hearing and consent to an Order of the Tribunal to confirm the appellants’ registration on the Terms and Conditions set out on Schedule A. A copy of the agreements signed by all parties is attached as Schedule A to this Order.

## ON CONSENT OF BOTH PARTIES, I ORDER:

- [5] Pursuant to s. 4.1 of the SPPA and on the consent of the parties, I dispose of this proceeding without a hearing on the Terms and Conditions set out in the agreement signed by the appellant on January 20, 2025 and by the Registrar on January 21, 2025 a copy of which is attached to this order as Schedule A, which Schedule A is incorporated and made part of this Order.

LICENCE APPEAL TRIBUNAL



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Jeffery Campbell, Vice-Chair

*Released: January 22, 2025*

**LAT File No. 16222/MVDA**

TO: Registrar, *Motor Vehicle Dealers Act, 2002*  
Ontario Motor Vehicle Industry Council  
#300-65 Overlea Boulevard  
Toronto, Ontario M4H 1P1

FROM: Olatunbosun Ige

AND FROM: Eknors Auto Inc.  
1 Malcolm Road  
Guelph, Ontario  
N1K 1A7

Pursuant to subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* (the "MVDA"), Olatunbosun Ige ("Ige") and Eknors Auto Inc. (the "Dealer") and (collectively the "Registrants") and the Registrar, *Motor Vehicle Dealers Act, 2002*, (the "Registrar"), in accordance with section 4.1 of the *Statutory Powers Procedure Act*, do hereby waive the requirements of a hearing and consent to an Order of the Licence Appeal Tribunal ("**Consent Order**") based upon the following terms and conditions:

#### **GENERAL**

1. The Registrants will comply with all requirements of the MVDA and Ontario Regulation 333/08, the Code of Ethics in Ontario Regulation 332/08, the Ontario Motor Vehicle Industry Council ("OMVIC") Standards of Business Practice, 2010 and OMVIC Guidelines, as may be amended from time to time. The Registrants further agree to read all correspondence and bulletins from OMVIC as released.
2. The Registrants will provide the Registrar with notice in writing, within five (5) days of any substantive changes to their business plan or information provided in obtaining their registration, pursuant to section 31 of Ontario Regulation 333/08.
3. Ige agrees to enroll in the Ontario Motor Vehicle Industry Council's Automotive Certification Course ("Certification Course") and to be responsible for all enrolment fees. Ige must complete the Certification Course exam within 90 days of the date of the Consent Order and report his test results to OMVIC. If Ige fails to achieve a passing grade on the Certification Course exam, he must complete the exam again within 90 days of the date of this Consent Order and report all results to OMVIC.

## **BOOKS AND RECORDS**

4. The Registrants will maintain all books and records at the Registrants' registered premises in accordance with the MVDA and pursuant to section 52 through to and including section 60 of Ontario Regulation 333/08.
5. The Registrants will maintain books and records, which accurately records the true nature of transactions involving the trade of a motor vehicle. The Registrants will not be involved in the creation of books and records, which are false or misleading as to the true nature of a transaction involving the trade of a motor vehicle.
6. The Registrants will provide free access to their books and records to an authorized representative of the Registrar in accordance with section 15 of the MVDA.
7. The Registrants will maintain a garage register in accordance with section 60(1) of the Highway Traffic Act ("HTA") and pursuant to section 57 of Ontario Regulation 333/08.
8. The Registrants will not purchase a vehicle without first ensuring that the vehicle is registered to the seller, as per the records of the Ontario Ministry of Transportation (MTO).
9. The Registrants will ensure that all vehicles purchased will be registered to the dealer at the MTO within 6 days in accordance with section 11 of the Highway Traffic Act ("HTA").

## **ODOMETER**

10. The Registrants will not, directly or indirectly, permit the odometer reading on any motor vehicle for trade to be altered in any way. In case of a repair of a broken odometer, the Registrants will record and maintain the reading in miles or kilometers that was on the odometer, prior to the exchange or repair pursuant to section 33 of Ontario Regulation 333/08.

## **FINANCIAL RESPONSIBILITY AND BUSINESS STRUCTURE**

11. The Registrants will maintain bank accounts that are compliant with section 59 of Ontario Regulation 333/08.
12. The Registrants will maintain a trust account, in respect to any deposits made in excess of \$10,000.00 or any funds in relation to motor vehicles sold on consignment on the behalf of a consumer, pursuant to section 58 of Ontario Regulation 333/08. The Registrants agree to provide written confirmation to the Registrar, within five days, that a trust account has been established in the Registrants' business name at its financial/banking institution.
13. The Registrants will provide the Registrar with notice in writing, within five (5) days of any future collections, judgements, consumer proposal or bankruptcy proceedings involving the Registrant.
14. The Registrants shall provide the Registrar with written notice of any new sources of financing or guarantors within ten (10) days of having arranged for or received the financing, whichever comes first. It further agrees not to accept any new sources of financing or guarantors without the Registrar's prior approval, in writing. This does not apply where the Dealer has applied on its own account and obtained financing from a corporation registered under the Loan and

Trust Corporations Act, The Bank Act or from a credit union or league to which the Credit Unions and Caisses Populaires Act applies, as may be amended from time to time.

15. The Registrants will comply with all federal, provincial and municipal tax obligations. The Registrants will ensure all required filings are current and submitted with required payments. All taxes collected are deemed to be trust funds and will not be used for any other purpose other than remittances to the federal, provincial and municipal government.
16. The Registrants shall submit a written report to the Registrar, detailing the status of the Dealer's arrears to the Canada Revenue Agency ("CRA"). The report must include the outstanding balance owed to the CRA, along with a summary of the payments made during the reporting period, specifying the amounts and dates of each payment. The Registrants will also provide proof of the payments made and outstanding balance in a format approved by the Registrar, including but not limited to, the production of official CRA documentation confirming the contents of the report. The Registrants agree to submit this report to the Registrar every ninety (90) days, with the first report being submitted on April 1, 2025.
17. The Registrants shall submit a written report to the Registrar, outlining the number of vehicle warranties sold to consumers during the reporting period, the dates of those sales, and the corresponding date of remittance made to warranty providers for those warranties. The Registrants will also provide proof of remittances made, in a form approved by the Registrar. The Registrants agree to submit this report to the Registrar every ninety (90) days, with the first report being submitted on April 1, 2025.
18. Conditions 16 and 17 shall remain in effect for two (2) years from the date of the Consent Order issued by the Licence Appeal Tribunal.

#### **LETTER OF CREDIT:**

19. The Dealer shall provide an irrevocable Letter of Credit in the amount of \$50,000 in favour of the Motor Vehicle Dealers Compensation Fund from a financial institution under the Loan and Trust Corporations Act, which will remain in place for two (2) years from either the date of registration or the last retail transaction of the Registrant (the "Closure of Business"), whichever is earlier.
20. The Letter of Credit shall be in the form set out by the Registrar and will be submitted to the Registrar within 90 days of the date of the Consent Order.
21. Should the financial institution give notice that the Letter of Credit is to be rescinded, the Registrant shall provide a replacement Letter of Credit before the expiry of the notice period.
22. The Registrant understands that the Registrar may release a portion of the funds held by the Letter of Credit before the Closure of Business, subject to the following:
  - a) The request must be made in writing to the Registrar
  - b) The request must be made by all the owners, partners, officers, directors, and shareholders registered with the Registrant
  - c) The request must be made no less than 2 (two) years after the Letter of Credit was deposited with the Registrar, and
  - d) The Registrar shall hold back the minimum holdback amount of \$5,000, until the Closure of Business.

23. The registrant consents that the Registrar has the discretion to approve the release of the Letter of Credit based on the Registrant's compliance record and other risk considerations that the Registrar deems appropriate at the time of the request.

#### CRIMINAL RECORD

24. The Registrants will provide the Registrar with full and complete disclosure in all future correspondence and on all future applications, regardless of whether or not disclosure has been made previously to the Registrar.
25. The Registrants confirm that the particulars and circumstances of the findings of guilt, convictions and pending charges are substantially as disclosed to the Registrar.

#### ACKNOWLEDGMENT AND UNDERTAKING:

26. The Registrants acknowledge that the Registrar is relying on the accuracy and completeness of all documents, statements or information provided by the Registrants in support of the Registrants' application for registration.
27. The Registrar may take further administrative action, including a proposal to suspend or revoke registration, arising from any matters that have occurred or may occur related to honesty and integrity, financial responsibility or compliance with these terms and conditions.
28. Independent legal advice has been obtained, or the Registrants have had the opportunity to obtain independent legal advice respecting consent to the Terms and Conditions contained in this document.

Signed in the City of Guelph this 20 day of January 20 25

OLATUNBOSUN ICE

Ekors Auto Inc. - Name of Authorized Representative (please print clearly)

[Signature]  
I have authority to bind the dealership. (signature)

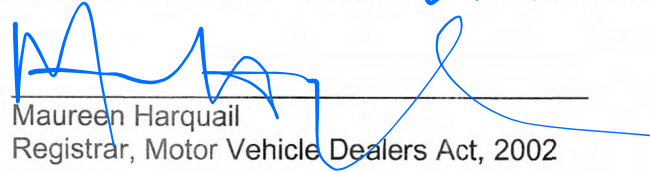
ola@eknorsauto.ca  
Business Email Address (please print clearly)

[Signature]  
Olatunbosun Ige

ola@eknorsauto.ca  
Business Email Address (please print clearly)

These Terms and Conditions are accepted by the Registrar, Motor Vehicle Dealers Act, 2002.

Signed in the City of Toronto this 21 day of January, 2025.



Maureen Harquail  
Registrar, Motor Vehicle Dealers Act, 2002