



Citation: Habib Ullah and Elite Fine Cars Inc v Registrar, *Motor Vehicle Dealers Act, 2002*, 2026 ONLAT MVDA 17737

File Number: 17737/MVDA

Appeal from a Notice of Proposal by the Registrar, *Motor Vehicle Dealers Act, 2002*, S.O. 2002, c. 30, Sch B to revoke registration

Between:

Habib Ullah and Elite Fine Cars Inc

Appellants

-and-

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

CONSENT ORDER

ADJUDICATOR: Jeffery Campbell, Vice-Chair

Date: February 12, 2026

BACKGROUND

- [1] The appellants appeal from the Notice of Proposal issued by the Registrar to revoke the registrations of Elite Fine Cars Inc as a motor vehicle dealer and Habib Ullah as a motor vehicle salesperson under the *Motor Vehicle Dealers Act, 2002* (the Act).
- [2] 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 appellants and the respondent signed by the appellants and the respondent on February 12, 2026. The Terms and Conditions shall constitute Schedule A.
- [3] 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"), the parties waive the requirements of a hearing and consent to an Order of the Tribunal to confirm the appellants' registrations on the Terms and Conditions of Registration 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 THE PARTIES, I ORDER:

- [4] Pursuant to s. 4.1 of the SPPA and on the consent of the parties, I dispose of this proceeding on the Terms and Conditions of Registration set out in the agreement signed by the appellants and the respondent on February 12, 2026, 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



Jeffery Campbell, Vice-Chair

Released: February 12, 2026

SCHEDULE A



LAT File No. 17737/MVDA
TERMS AND CONDITIONS OF REGISTRATION

TO: Licence Appeal Tribunal
Tribunals Ontario
General Services
15 Grosvenor Services
Toronto, ON M7A 2G6

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

AND FROM: Elite Fine Cars Inc. o/a Elite Fine Cars
17,18,19 - 1310 Dundas Street East
Mississauga, Ontario
L4Y 1M6

AND FROM: Habib Ullah

Pursuant to subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* (the "MVDA"), Elite Fine Cars Inc. o/a Elite Fine Cars (the "Dealer") and Habib Ullah ("Ullah") (collectively the "Registrant") and the Registrar, *Motor Vehicle Dealers Act, 2002*, (the "Registrar"), in accordance with section 4.1 of the *Statutory Powers Procedures Act*, do hereby waive the requirements for a hearing and consent to an Order of the Licence Appeal Tribunal ("Consent Order") based upon the following terms and conditions.

1. The Registrant 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 Registrant further agree to read all correspondence and bulletins from OMVIC as released.
2. The Registrant will provide the Registrar with notice in writing, within five 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. The Registrant will provide the Registrar with notice in writing, within five days, of any change in the officers or directors of the corporation, pursuant to section 24 of the MVDA. The Registrant further agrees to notify the Registrar of any change in partners or owner, person(s) in charge, and signing authority for the dealership. The Registrant further agree not to effect such changes without first obtaining the Registrar's prior approval, in writing, which shall not be unreasonably withheld.
4. The Registrant acknowledges that "trade" refers to buying, selling, leasing, advertising or

exchanging an interest in a motor vehicle or negotiating or inducing or attempting to induce the buying, selling, leasing or exchanging of an interest in a motor vehicle as defined in the MVDA and pursuant to section 36 through to and including section 51 of Ontario Regulation 333/08; and is not limited to the signing of contracts. The Registrant further acknowledge that this includes attendance at auction on behalf of the Registrant and positions commonly referred to as Sales Manager, Finance and Insurance Manager, Branch Manager, Business Manager, General Manager or any individual who has supervisory authority over salespersons.

5. The Registrant will ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrant are informed of the Terms and Conditions contained in this document to the extent necessary to ensure compliance with these Terms and Conditions.
6. The Registrant will ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrant to trade motor vehicles will be registered as a salesperson to the Registrant.
7. The Registrant will ensure that all salespersons are registered with OMVIC at the time they act on behalf of the Registrant to engage in any trade related to motor vehicles.
8. The Registrant will not conduct business with any person acting as a motor vehicle dealer and trading in motor vehicles without first confirming that the person is registered as a motor vehicle dealer in accordance with the MVDA.

Letter of Credit

9. The Registrant shall provide an irrevocable Letter of Credit in the amount of \$50,000 within 30 days of this Order, 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.
10. Upon receipt of the irrevocable Letter of Credit, in the amount of \$50,000, from the Registrant within 30 days, and following the Registrar's review and written confirmation of acceptance, which shall not be unreasonably withheld, the pre-existing \$15,000 Letter of Credit submitted by the Registrant to the Registrar in 2013 shall be released.
11. The Letter of Credit shall be in the form set out by the Registrar.
12. 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.
13. 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.
14. 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.

Premises

15. The Registrant will operate exclusively from the location approved by the Registrar and will not invite the public to trade at a place other than the approved location, pursuant to section 28 of Ontario Regulation 333/08.
16. The Registrant agrees not to change the location approved by the Registrar without first obtaining the Registrar's approval, in writing, pursuant to section 31 of Ontario Regulation 333/08. The Registrant will then provide the Registrar with notice in writing, within 5 days, of any such change in the location.
17. The Registrant will ensure that all advertisements placed by or on behalf of the Registrant will identify the registered name, address and phone number of the location approved by the Registrar, pursuant to section 36(2) of Ontario Regulation 333/08.

Books and Records

18. The Registrant will maintain all books and records at the Registrant's registered premises in accordance with the MVDA and pursuant to section 52 through to and including section 60 of Ontario Regulation 333/08.
19. The Registrant will provide free access to books and records of the Registrant to an authorized representative of the Registrar in accordance with section 15 of the MVDA.
20. The Registrant will not purchase a vehicle without first ensuring that the vehicle is registered to the seller and, if it is in Ontario, in the Ontario Ministry of Transportation (MTO) records.
21. The Registrant will ensure that all vehicles purchased will be registered within 6 days in accordance with section 11 of the *Highway Traffic Act* ("HTA").
22. The Registrant will undertake to ensure that all vehicles sold will be registered in the name of the purchaser, in the records of the MTO before releasing the vehicle to the purchaser.
23. The Registrant will undertake that in the event their books and records are lost, stolen or destroyed in whole or in part, the Registrar will be advised, in writing, within 5 days of the event pursuant to section 55 of Ontario Regulation 333/08; and will include all relevant documentation. The documentation will include, but is not limited to, police reports, insurance claims and affidavits. The Registrant further agree to make all

reasonable efforts to reconstitute the lost, stolen or damaged records.

24. The Registrant will obtain a receipt prior to the removal of any records by a government or professional agency; or any other person or entity, from the registered premise. Such receipt will include the recipient's name, address, telephone number, description of records taken, the time of return and signature of recipient. The Registrant undertakes to provide the receipt to OMVIC when requested by the Registrar.

Disclosure

25. The Registrant shall ensure that all trades in motor vehicles are completed in accordance with section 30 of the MVDA and pursuant to sections 39, 40, 41, 42 43 and 45 of Ontario Regulation 333/08 and sections 4 and 5 of Ontario Regulation 332/08, where applicable.
26. The Registrant will disclose all material facts about the motor vehicles for purchase or lease to its customers. The Registrant further agree to disclose all material facts on the Bill of Sale, in writing. The Registrant will ensure compliance with the disclosure obligation notwithstanding whether or not the vehicle has been branded through MTO. For greater certainty, a material fact is one that if disclosed could affect the decision of a reasonable person to purchase or lease the vehicle or affect the purchase price. In the case of damaged vehicles, the Registrant further agree to disclose as much detail as reasonably possible regarding the nature and severity of the damage. The Registrant undertake to conduct a reasonable amount of research into the history of all the motor vehicles under trade to ensure all material facts are disclosed.
27. The Registrant agree not to represent any charges or fees on a Bill of Sale as being required by law where the charges or fees are not required by law. For greater clarity, this includes charges or fees such as tax, registration fee or certification.
28. Subject to any legal defenses, the Registrant agrees to accept full responsibility for the quality of any repairs or alterations to a motor vehicle completed by the Registrant's personnel, agents, assignees, affiliated repair facilities or anyone acting on behalf of the Registrant.

Financial Responsibility

29. The Registrant shall not arrange, accept or receive any sources of financing from any private source, including family members, without the prior written approval of the Registrar. This requirement does not apply to financing obtained from a corporation registered under the *Loan and Trust Corporations Act*, the *Bank Act* or from a credit union or league that is subject to the *Credit Unions and Caisses Populaires Act*, as may be amended from time to time.
30. The Registrant shall not arrange, accept or receive any sources of financing from Umair Habib and 9960279 Canada Corporation without the prior written approval of the Registrar.
31. The Registrant shall provide written notification to the Registrar, within five (5) days, of obtaining new financing from a financial institution where there is a guarantor added, who is not an officer, director, shareholder, partner or person in charge, approved by the

Registrar. This requirement includes financing obtained from a corporation registered under the *Loan and Trust Corporations Act*, the *Bank Act* or from a credit union or league that is subject to the *Credit Unions and Caisses Populaires Act*, as may be amended from time to time.

32. The Registrant will comply with all federal, provincial and municipal tax obligations. The Registrant 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.
33. The Registrant will maintain bank accounts that are compliant with section 59 of Ontario Regulation 333/08.
34. The Registrant will maintain a trust account, in respect of 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.
35. The Registrant will ensure that bank account transactions relate exclusively to the operation or financing of the business. The Registrant agrees to notify the Registrar of any changes in any business banking accounts.
36. The Registrant will ensure that any consumer claim made to the Motor Vehicle Dealers Compensation Fund (the "*Fund*") in relation to the Registrant, and the *Fund* determines entitlement to compensation of the claim pursuant to section 42 of Ontario Regulation 338/08; that the Registrant will reimburse the *Fund* for any monies paid in relation to the claim

OMVIC Transaction Fee

37. The Registrant understand that the transaction fee is payable on any sales, leases, exports, fleet, and consignments except those transactions with dealers.
38. The Registrant understand that it is mandatory to record all motor vehicles sold, leased, or exported under this dealership, except for any transaction made to another dealer. The Registrant further understands that the register records are to be made immediately upon transaction completion and are to be kept at least for a period of seven (7) years.
39. The Registrant understand that dealers are required to self-report and remit all transaction fees with their annual registration renewal application.
40. The Registrant undertake to provide the Registrar, as soon as practicable, with documentation related to any motor vehicle trade, including the transaction register, when requested by the Registrar. The Registrant further understand that failure to report the transaction fee accurately may cause an appropriate administrative action to be taken by the Registrar.

Liens

41. The Registrant shall ensure that if it agrees to pay any outstanding loan, repair or storage fees in relation to a vehicle being traded-in to it, a statement to this effect is included in writing, on the contract, as required pursuant to section 43(4) of Ontario Regulation 333/08 and section 9(5) of the Code of Ethics Regulation 332/08. The Registrant shall fulfil these

obligations by immediately paying off the loan and ensuring that any related liens are discharged.


- 42. The Registrant shall ensure that prior to selling or leasing a motor vehicle to a customer, the vehicle is free of any liens or encumbrances and will maintain a record of such a confirmation for its books and records.
- 43. The Registrant will check all vehicles for liens to ensure vehicles sold are lien free.

ACKNOWLEDGMENT AND UNDERTAKING:

- 44. The Registrar is relying on the accuracy and completeness of all documents, statements or information provided by the Registrant in support of the Registrant's application for registration.
- 45. 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.
- 46. Independent legal advice has been obtained or the Registrant have had the opportunity to obtain independent legal advice respecting consent to the Terms and Conditions contained in this document.

These Terms and Conditions are accepted by Ullah and the Dealer,

Signed in the City of Toronto, this 12th day of February, 2026.

Signed by:

CD5A82672DAE4A7...

Elite Fine Cars Inc. o/a Elite Fine Cars
(signature and printed name of Authorized Representative)

Signed by:

CD5A82672DAE4A7...

Habib Ullah

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

Signed in the City of Toronto, this 12th day of February, 2026.

Thaya Gengatharan (Deputy Registrar)
Signed on behalf of the Registrar



Maureen Harquail, Registrar