

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

PANEL:	Greg Flude, Chair	Public Member
	Paul Eros, Vice Chair	Registrant Member
	Mike Ball, 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>:

<b>ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL</b>	)	
	)	
- and -	)	Dufie Nyamekye, for the Registrar
	)	
<b>MOTORLAND AUTO SALES INC.</b>	)	
	)	
- and -	)	Justin Jakubiak, for the Respondents
	)	
<b>BORIS MARKHEVKA</b>	)	
	)	

Hearing Date: September 23, 2025

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**Date of Decision: October 16, 2025**

**DECISION AND REASONS**

**Introduction**

This matter proceeded by way of an uncontested hearing before the Discipline Tribunal and the Appeals Tribunal. The Hearing Panel has reviewed the Agreed Statement of Facts and considered the submissions and written materials of the Parties and hereby makes the following Order:

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<sup>1</sup> Independent legal counsel to the Panel is Mr. Edward Marrocco

**Order:**

1 Motorland Auto Sales Inc. (“the Dealer”) has breached Sections 7(1), 9(1) and 9(3) of the Code of Ethics, O. Reg. 332/08.

2 Boris Markhevka (“Mr. Markhevka”) has breached Sections 6(2), 9(1) and 9(3) of the Code of Ethics, O. Reg 332/08 by.

3 Motorland Auto Sales Inc. (the “Dealer”) shall pay a fine in the amount of **\$7,500** no later than ninety (90) calendar days from the date of the Discipline Tribunal’s Order.

4 Mr. Markhevka shall pay a fine in the amount of **\$1,000** no later than ninety (90) calendar days from the date of the Discipline Tribunal’s Order.

5 Mr. Markhevka shall successfully complete the MVDA Key Elements Course no later than ninety (90) calendar days from the date of the Discipline Tribunal’s Order.

6 The Dealer shall **offer** to all current and future salespersons, employed by the Dealer, to **fund** their completion of the Automotive Certification Course, no later than ninety (90) calendar days from the date of the Discipline Tribunal’s Order.

**I OVERVIEW**

7 This matter proceeded on the basis of an Agreed Statement of Facts, dated March 7, 2025 as well as a joint submission on penalty. The allegations are set out in a Notice of Complaint, dated April 25, 2024 (enclosed as Appendix “A” to these reasons). Although the Agreed Statement of Facts refers to a Notice of Complaint dated April 26, 2024, the Panel is satisfied that this is nothing more than a typographical error and that the admissions refer to the April 25 document.

8 At the outset of the hearing, the respondents confirmed through counsel that they admitted the allegations from the Notice of Complaint as set out in the Agreed Statement of Facts. For clarity, the Agreed Statement of Facts states in relevant part as follows:

The Dealer has breached the following:

- Sections 7(1), 9(1) and 9(3) of the Code of Ethics, O. Reg. 332/08

Mr. Markhevka has breached the following:

- Sections 6(2), 9(1) and 9(3) of the Code of Ethics, O. Reg. 332/08

**Amendment/ Withdrawals:**

The Notice of Complaint (“NoC”) dated April 26, 2024, is amended to reflect that the Ontario Motor Vehicle Industry Council (“OMVIC”) replaces the *Registrar, MVDA 2002* as a party to this proceeding.

The allegations contained in paragraphs 14-45, 56-88 of the NoC, are hereby withdrawn.

**Background:**

1. Motorland Auto Sales Inc. (the “Dealer”) was first registered as a motor vehicle dealer on or about March 27, 2001.
2. Boris Markhevka (“Markhevka”) was first registered as a salesperson on or about May 21, 1998. Since in or around February 2001, Markhevka has been an Officer and the Person in Charge of the day-to-day activities of the Dealer.

***Prior OMVIC Communications:***

3. As a result of several consumer complaints concerning the condition of the vehicles being sold by the Dealer, the Registrar issued a warning letter on or about October 6, 2016, advising the Dealer how to address the issues.

***Dealer’s Non-compliance:***

**Consumer Complaint A:**

***Vehicle Condition***

4. On or about May 3, 2022, Consumer A purchased a 2012 BMW X1 (VIN# \*\*\* R81043) from the Dealer. Consumer A paid an additional \$499 for safety certification.
5. On or about May 7, 2022, Consumer A picked up the vehicle. Shortly after that, Consumer A began to experience mechanical issues with the vehicle. As such, Consumer A had a third-party facility inspect the vehicle.
6. On or about May 19, 2022, Consumer A received a report from the third-party facility, which disclosed issues with the vehicle. A safety inspection was conducted on the vehicle, but the vehicle failed, specifically in relation to its power steering belt and fluid, and suspension.
7. The Dealer failed to disclose material facts regarding the existing condition issues of the vehicle. This is contrary to section 42(25) of the Ontario Reg. 333/08. The Dealer also failed to provide a vehicle that is fit for its intended use, contrary to section 15 of the Sale of Goods Act.
8. As a result of the above-mentioned, the Dealer acted contrary to sections 7(1), 9(1) and 9(3) of the Code of Ethics.

***Failure to reply to Registrar’s request for information.***

9. On or about May 25, 2022, Consumer A contacted OMVIC with concerns about the vehicle's condition. Consumer A complained that the vehicle broke down approximately 6 hours after it was picked up from the Dealer.
10. On or about September 7, 2022, a representative of the Registrar requested that the Dealer provide certain relevant documents pertaining to the consumer's complaint, including:
- a. Retail Bill of Sale
  - b. Any repair and reconditioning records for this vehicle
  - c. Wholesale Bill of Sale (or Trade-in disclosure form)
  - d. The Safety inspection report
  - e. The Safety Standards Certificate
11. On or about September 30, 2022, and October 6, 2022, the Dealer was reminded by the Registrar's representative, to provide the documents specified in paragraph 10 above.
12. On or about October 6, 2022, Markhevka provided a screenshot of the vehicle report on Trade Rev.
13. Despite another reminder on or about October 11, 2022, the Dealer failed to provide the remaining documents. This is contrary to section 14(3) of the Act and therefore sections 9(1) and 9(3) of the Code of Ethics.

#### **Consumer Complaint D:**

##### ***Vehicle condition***

14. On or about November 20, 2022, Consumer D purchased a 2014 Subaru Impreza WRX (VIN# \*\*\*202014) from the Dealer. Consumer D paid an additional \$499 for safety certification.
15. Shortly after taking the vehicle, Consumer D began to experience mechanical issues with the vehicle, specifically pertaining to the engine.
16. On or about December 5, 2022, the vehicle was returned to the Dealer's mechanic for repairs, in accordance with the Dealer's instructions. Consumer D was advised that the vehicle required some repairs.
17. The Dealer refused to cover the cost of repairs, citing Consumer D's driving as the cause of the mechanical issues.
18. As such, the Dealer failed to disclose to Consumer D that the vehicle's engine required repairs, as required pursuant to section 42(13) of O. Reg. 333/08. The Dealer thereby acted contrary to sections 7(1), 9(1) and 9(3) of the Code of Ethics.

##### ***Failure to reply to Registrar's request for information.***

19. On or about December 15, 2022, Consumer D filed a complaint with OMVIC, alleging issues regarding the vehicle's condition.

20. On or around March 9, 2023, a representative of the Registrar requested that the Dealer provide documents including the wholesale bill of sale and any repair and/or reconditioning records pertinent to the consumer's complaint.

21. The wholesale bill of sale indicated that the engine required repairs. However, Dealer advised the Registrar's representative, that the engine had been fixed.

22. On or about April 3, 2023, the Registrar's representative requested the Dealer to provide repair and reconditioning records as well as its final position.

23. Despite reminders sent on or about April 5, April 13, April 24 and April 27, 2023, the Dealer failed to provide the repair and reconditioning records as well as its final position. This is contrary to section 14(3) of the Act and therefore sections 9(1) and 9(3) of the Code of Ethics.

***Markhevka's Non-compliance:***

24. Markhevka, while handling the complaints with OMVIC and acting as the person in charge, failed to ensure that the Dealer conducted its business in compliance with the Act, its regulations, and the Code of Ethics and thus personally contravened sections 6(2), 9(1) and 9(3) of the Code of Ethics

25. As particularized above, the Dealer has violated the following section of the Code of Ethics, as it relates to advertising only:

*Compliance*

7. (1) A registrant shall ensure that all documents used by the registrant in the course of a trade in a motor vehicle are current and comply with the law.

26. As particularized above, the Dealer and Markhevka have violated the following section of the Code of Ethics, as it relates to advertising only:

*Professionalism*

s. 9(1) In carrying on business, a registrant shall not engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming of a registrant.

s. 9(3) A registrant shall use the registrant's best efforts to prevent error, misrepresentation, fraud or any unethical practice in respect of a trade in a motor vehicle.

27. As particularized above, Markhevka has violated the following section of the Code of Ethics, as it relates to advertising only:

*Accountability*

s. 6(2) A registered salesperson shall not do or omit to do anything that causes the registered motor vehicle dealer who employs or retains the salesperson to contravene this Regulation or any applicable law with respect to trading in motor vehicles.

## **II Decision of the Hearing Panel**

9 Having reviewed and considered the Agreed Statement of Facts, the admissions confirmed through counsel and the submissions of the Parties, the Hearing Panel is satisfied that the evidence contained in the Agreed Statement of Facts substantiates that: (1) the Dealer has breached Sections 7(1), 9(1) and 9(3) of the Code of Ethics, O. Reg. 332/08. It is also satisfied that Mr. Markhevka has breached Sections 6(2), 9(1) and 9(3) of the Code of Ethics, O. Reg. 332/08.

10 Although the respondents were not present, they were represented by capable counsel who confirmed on the record that he was duly authorized and instructed to confirm the admissions contained in the Agreed Statement of Facts on his clients' behalf. The Hearing Panel conducted a plea inquiry and accordingly had no doubt that the admissions provided through counsel were voluntary, informed, and unequivocal. The Panel made findings consistent with the admissions contained in the Agreed Statement of Facts.

## **III Decision and Reasons on Penalty**

11 The penalty phase of the proceeding immediately and the Hearing Panel was presented with a joint submission on penalty (the "JSP") which provided as follows:

1. Motorland Auto Sales Inc. (the "Dealer") shall pay a fine in the amount of \$7,500 no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
2. Boris Markhevka ("Markhevka") shall pay a fine in the amount of \$1,000 no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
3. Markhevka shall successfully complete the MVDA Key Elements Course no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
4. The Dealer shall offer to all current and future salespersons, employed by the Dealer, to fund their completion of the Automotive Certification Course, no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.

12 The Panel accepted the JSP before the conclusion of the hearing and made an order consistent with its terms.

13 The penalty proposed in the JSP speaks to all the relevant objectives of a proper penalty order. It addresses specific deterrence by imposing fines on both respondents. Those fines are, in our view, also substantial enough to signal to the broader profession that the types of breaches arising in this case will be taken seriously and met with significant penalties. This approach should accordingly deter other registrants from engaging in similar conduct.

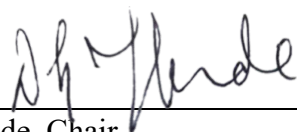
14 The JSP also appropriately contains remedial provisions. It requires Mr. Markhevka to complete the MVDA Key Elements course and the Dealer to offer all current and future salespeople a funded opportunity to complete the Automotive Certification Course. In this regard, the JSP promotes rehabilitation and will hopefully prevent any recurrence or further breaches on the part of these respondents.

15 The Panel has also considered the applicable aggravating and mitigating factors in this case. We acknowledge that the respondents have prior discipline history from 2018 for unrelated matters. We agree with the parties that in this situation the prior history does not render the JSP inappropriate. In a different case, it would be perfectly appropriate to treat prior findings of Code breaches as aggravating factors on penalty however the Panel is persuaded by both parties that it need not do so in this case. The Panel also acknowledges that the respondents made admissions and reached agreements with OMVIC which saved the time and cost of a contested proceeding.

16 Lastly, we are satisfied that the JSP is not disproportionate. The terms contained in the JSP are not inconsistent with other decisions of this Tribunal made in similar cases.

17 In conclusion, there is nothing in the JSP which the Panel finds could be inconsistent with the public interest or in any way undermine the publicly perceived integrity of this Tribunal. Accordingly, although we accept the JSP without concern, we acknowledge that it would not, in any event, have the met high threshold necessary to justify a rejection.

I, Greg Flude, sign this decision and reasons on behalf of the members of the Discipline Panel as set out below.



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Greg Flude, Chair

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Date: October 16, 2025

Panel Members:

Paul Eros, Vice Chair

Mike Ball, Vice Chair

## Appendix “A”



**VIA E-MAIL**

**IN THE MATTER OF**  
**THE VIOLATION OF THE CODE OF ETHICS and Standards of Business Practice**

TO: Motorland Auto Sales Inc.  
3875 Keele Street  
Toronto, ON  
M3J 1N6

AND TO: Boris Markhevka

**NOTICE OF COMPLAINT**

Take notice that pursuant to section 17 of the *Motor Vehicle Dealers Act, 2002*, (“the Act”), the Registrar is issuing a Notice of Complaint against Motorland Auto Sales Inc. and Boris Markhevka, for violating the Code of Ethics, as set out in Ontario Regulation 332/08.

**REASONS**

Section 17 of the Act establishes a Discipline Committee and empowers the Discipline Committee to deal with breaches of the Code of Ethics. The Code of Ethics applies to all Dealers and Salespeople registered under the *Motor Vehicle Dealers Act, 2002*. Any Registrants that disregard or violate the Code of Ethics are subject to having their conduct reviewed by the Discipline Committee. The Code of Ethics requires that all Registrants conduct business with Integrity, Accountability, Compliance, Respect and Professionalism as well as ensuring that minimum requirements are met when it comes to Disclosure in Marketing and the Disclosure of Information in Contracts of Sale and Lease. Motorland Auto Sales Inc. and Boris Markhevka have violated one or more of the principles of the Code of Ethics and should therefore have their conduct reviewed by the Discipline Committee.

**PARTICULARS**

The reasons for this notice are:

**Background:**

1. Motorland Auto Sales Inc. (the “Dealer”) was first registered as a motor vehicle dealer on or about March 27, 2001.
2. Boris Markhevka (“Markhevka”) was first registered as a salesperson on or about May 21, 1998. Since in or around February 2001, Markhevka has been an Officer and the Person in Charge of the day-to-day activities of the Dealer.

***Prior OMVIC Communications:***

3. As a result of several consumer complaints concerning the condition of the vehicles being sold by the Dealer, the Registrar issued a warning letter on or about October 6, 2016, advising the Dealer how to address the issues. The warning letter is attached hereto as Schedule "A".

***Dealer's Non-compliance:***

**Consumer Complaint A:**

***Vehicle Condition***

4. On or about May 3, 2022, Consumer A purchased a 2012 BMW X1 (VIN# \*\*\* R81043) from the Dealer. Consumer A paid an additional \$499 for safety certification.
5. On or about May 7, 2022, Consumer A picked up the vehicle. Shortly after that, Consumer A began to experience mechanical issues with the vehicle. As such, Consumer A had a third-party facility inspect the vehicle.
6. On or about May 19, 2022, Consumer A received a report from the third-party facility, which disclosed issues with the vehicle. The report also indicated that the vehicle required \$9,599.20 in repairs. A safety inspection was conducted on the vehicle, but the vehicle failed, specifically its relation its power steering belt and fluid, and suspension.
7. The Dealer failed to disclose material facts regarding the existing condition issues of the vehicle. This is contrary to section 42(25) of the Ontario Reg. 333/08. The Dealer also failed to provide a vehicle that is fit for its intended use, contrary to section 15 of the Sale of Goods Act.
8. As a result of the above-mentioned, the Dealer acted contrary to sections 7(1), 9(1) and 9(3) of the Code of Ethics.

***Failure to reply to Registrar's request for information.***

9. On or about May 25, 2022, Consumer A contacted OMVIC with concerns about the vehicle's condition. Consumer A complained that the vehicle broke down approximately 6 hours after it was picked up from the Dealer.
10. On or about September 7, 2022, a representative of the Registrar requested that the Dealer provide certain relevant documents pertaining to the consumer's complaint, including:
  - a. Retail Bill of Sale
  - b. Any repair and reconditioning records for this vehicle
  - c. Wholesale Bill of Sale (or Trade-in disclosure form)
  - d. The Safety inspection report
  - e. The Safety Standards Certificate
11. On or about September 30, 2022, and October 6, 2022, the Dealer was reminded by the Registrar's representative, to provide the documents specified in paragraph 10 above.
12. On or about October 6, 2022, Markhevka provided a screenshot of the vehicle report on Trade Rev.
13. Despite another reminder on or about October 11, 2022, the Dealer failed to provide the remaining documents. This is contrary to section 14(3) of the Act and therefore sections 9(1) and 9(3) of the Code of Ethics.

## **Consumer Complaint B:**

### ***Vehicle condition***

14. On or about June 15, 2022, Consumer B purchased a 2013 Subaru BRZ (VIN# \*\*\* 600649) from the Dealer. Consumer B paid an additional \$499 for safety certification.
15. Shortly after picking the vehicle, Consumer B began to experience mechanical issues with the vehicle. As a result, the vehicle was returned to the Dealer to be repaired.
16. The Dealer advised that the vehicle had been repaired but failed to provide Consumer B with any document to support this claim.
17. After picking up the vehicle, Consumer B again reported mechanical issues with the vehicle.
18. The Dealer failed to disclose material facts regarding the existing condition issues of the vehicle. This is contrary to section 42(25) of the Ontario Reg. 333/08. The Dealer also failed to provide a vehicle that is fit for its intended use, contrary to section 15 of the Sale of Goods Act.
19. As a result of the above-mentioned, Dealer acted contrary to sections 7(1), 9(1) and 9(3) of the Code of Ethics.
20. On or about August 1, 2022, the vehicle was returned to the Dealer; however, the Dealer refused to cover the cost of repairs, alleging Consumer B's driving as the cause of the mechanical issues.

### ***Failure to reply to Registrar's request for information.***

21. On or about August 12, 2022, Consumer B filed a complaint with OMVIC, alleging issues pertaining to the vehicle's condition.
22. On or about November 9, 2022, a representative of the Registrar requested that the Dealer provide certain relevant documents pertaining to the consumer's complaint, including:
  - a. Bill of Sale
  - b. Wholesale bill of sale
  - c. Any repair and/or reconditioning records.
23. On or about January 30, 2023, the Registrar's representative again requested the above-referenced documents.
24. On or about February 1, 2023, Markhevka provided the retail bill of sale, the wholesale bill of sale and a copy of vehicle's repair estimate provided by the Dealer's mechanic on or about August 1, 2022.
25. The Dealer however failed to provide other repair/reconditioning records including records of repair purportedly done earlier.
26. Despite reminders sent on or about March 14, April 3, April 24 and April 27, 2023, the Dealer failed to provide the repair/reconditioning records.
27. On or about April 3, 2023, a representative of the Registrar requested that the Dealer provide its final position on the matter.
28. Despite reminders sent on or about April 13, April 24 and April 27, 2023, the Dealer failed to provide its final position.

29. The Dealer's failure to provide its final position and the repair/reconditioning records is contrary to section 14(3) of the Act and therefore sections 9(1) and 9(3) of the Code of Ethics.

### **Consumer Complaint C:**

#### ***Vehicle condition***

30. On or about August 12, 2022, Consumer C purchased a 2012 BMW X5 (VIN# \*\*\*754562) from the Dealer. Consumer C paid an additional \$499 for safety certification.
31. Consumer C discovered certain mechanical issues with the vehicle. As a result, the Dealer arranged for the vehicle to be inspected by its mechanic.
32. The inspection took place on or about August 22, 2022, and no mechanical issues were identified at that time.
33. However, the mechanical issues persisted with the vehicle.
34. On or about September 7, 2022, Consumer C had the vehicle inspected at a BMW facility where it was found that the vehicle had serious mechanical issues. Consumer C paid about \$211.29 for a diagnosis and for some repairs to be completed.
35. On or about September 19, 2022, Consumer C paid approximately \$3,997.16 for further repairs. Nevertheless, Consumer C was advised that the vehicle still required approximately \$12,024.31 in repairs in order to resolve the vehicle's mechanical issues.
36. The Dealer failed to disclose material facts regarding the existing condition issues of the vehicle. This is contrary to section 42(25) of the Ontario Reg. 333/08. The Dealer also failed to provide a vehicle that is fit for its intended use, contrary to section 15 of the Sale of Goods Act.
37. As a result of the above-mentioned, the Dealer acted contrary to sections 7(1), 9(1) and 9(3) of the Code of Ethics.
38. On or about September 30, 2023, Consumer C contacted the Dealer regarding the amount required for repairing the vehicle but did not receive a response.

#### ***Failure to reply to Registrar's request for information.***

39. On or about September 30, 2022, Consumer C filed a complaint with OMVIC, alleging issues regarding the vehicle's condition.
40. On or about January 17, 2023, the Dealer requested that the vehicle be returned to the Dealer's mechanic for inspection.
41. On or about January 20, 2023, a representative of the Registrar requested the Dealer to provide the inspection report.
42. The inspection took place on or about January 23, 2023.
43. However, the Dealer, failed to provide this information, contrary to section 14(3) of the Act and therefore sections 9(1) and 9(3) of the Code of Ethics.
44. On or about April 3, 2023, the Registrar's representative requested that the Dealer provide repair and reconditioning records.
45. Despite reminders sent on or about April 5, April 13, April 24 and April 27, 2023, the Dealer failed to provide the repair and reconditioning records, contrary to section 14(3) of the Act and it therefore violated sections 9(1) and 9(3) of the Code of Ethics.

### **Consumer Complaint D:**

#### ***Vehicle condition***

46. On or about November 20, 2022, Consumer D purchased a 2014 Subaru Impreza WRX (VIN# \*\*\*202014) from the Dealer. Consumer D paid an additional \$499 for safety certification.
47. Shortly after taking the vehicle, Consumer D began to experience mechanical issues with the vehicle, specifically pertaining to the engine.
48. On or about December 5, 2022, the vehicle was returned to the Dealer's mechanic for repairs, in accordance with the Dealer's instructions. Consumer D was advised that the vehicle required about \$8,000.00 in repairs.
49. The Dealer refused to cover the cost of repairs, citing Consumer D's driving as the cause of the mechanical issues.
50. As such, the Dealer failed to disclose to Consumer D that the vehicle's engine required repairs, as required pursuant to section 42(13) of O. Reg. 333/08. The Dealer thereby acted contrary to sections 7(1), 9(1) and 9(3) of the Code of Ethics.

#### ***Failure to reply to Registrar's request for information.***

51. On or about December 15, 2022, Consumer D filed a complaint with OMVIC, alleging issues regarding the vehicle's condition.
52. On or around March 9, 2023, a representative of the Registrar requested that the Dealer provide documents including the wholesale bill of sale and any repair and/or reconditioning records pertinent to the consumer's complaint.
53. The wholesale bill of sale indicated that the engine required repairs. However, Dealer advised the Registrar's representative, that the engine had been fixed.
54. On or about April 3, 2023, the Registrar's representative requested the Dealer to provide repair and reconditioning records as well as its final position.
55. Despite reminders sent on or about April 5, April 13, April 24 and April 27, 2023, the Dealer failed to provide the repair and reconditioning records as well as its final position. This is contrary to section 14(3) of the Act and therefore sections 9(1) and 9(3) of the Code of Ethics.

### **Consumer Complaint E:**

56. On or about September 24, 2022, Consumer E purchased a 2015 Lexus IS 250 (VIN# \*\*016479) from the Dealer. Consumer E paid a \$1,000 deposit upon signing the bill of sale.
57. Customer E, however, was unable to take delivery of the vehicle soon after purchase. Consumer E was later notified by the Dealer that the vehicle had been re-sold.
58. On or about December 19, 2022, Consumer E demanded a refund for the deposit. However, the Dealer failed to refund the deposit.
59. On or about December 27, 2022, Consumer E filed a complaint with OMVIC regarding the Dealer's failure to refund the deposit.

60. On or about January 20, 2023, the Dealer advised a representative of the Registrar that the Dealer had decided to keep the deposit, citing expenses incurred due to Consumer E's non-acceptance of the vehicle ('liquidated damages').
61. On or about January 24, 2023, the Dealer provided the re-sale bill of sale which indicated that the vehicle was sold for \$255 more than Consumer E's original purchase price.
62. On or about April 3, 2023, the Registrar's representative requested the Dealer provide its supporting documentation for the 'liquidated damages' claimed.
63. Despite reminders sent on or about April 13, April 24 and April 27, 2023, the Dealer failed to provide the supporting documentation for the damages claimed. This is contrary to section 14(3) of the Act, and therefore sections 9(1) and 9(3) of the Code of Ethics.

**Consumer Complaint F:**

64. On or about December 29, 2022, Consumer F purchased a 2013 Subaru Outback 3.6R Limited (VIN# \*\*\* 280839) from the Dealer. Consumer F paid an additional \$499 for safety certification.
65. Shortly after taking possession of the vehicle, Consumer F began to experience mechanical issues with the vehicle.
66. On or about January 19, 2023, Consumer F sent the vehicle to her mechanic for an inspection. The inspection identified the following issues:
  - a. Hole in Subframe
  - b. Rear brake lines leaking
  - c. Right rear wheel bearing
  - d. Oil leak
  - e. Coolant return tube seeping.
67. The Dealer failed to disclose on the bill of sale that the vehicle required repair to the subframe. This is contrary to section 42(13) of the Ontario Reg. 333/08 and therefore contrary to sections 7(1), 9(2) and 9(3) of the Code of Ethics.
68. On or about January 24, 2023, Consumer F took the vehicle back to the Dealer to address the mechanical concerns.
69. On or about January 25, 2023, the Dealer advised that the vehicle had been re-inspected and was safe. The Dealer again advised that all of Customer F's concerns had been addressed and the vehicle's wheel bearing replaced.
70. However, Customer F discovered that the wheel bearing had not been replaced. The Dealer thereby acted contrary to section 9(3) of the Code of Ethics.
71. On or about January 25, 2023, Consumer F filed a complaint with OMVIC.
72. Shortly after taking possession of the vehicle, Consumer F had the vehicle inspected by the Ministry of Transportation Ontario (the "MTO"). On or about February 7, 2023, the MTO deemed the vehicle sold by the Dealer to be unfit and the license plates were removed from the vehicle.
73. The Dealer failed to ensure that the vehicle was fit for purpose and was in a safe and roadworthy condition. the Dealer thereby violated section 9(3) of the Code of Ethics.

### **Consumer Complaint G:**

74. On or about March 7, 2023, Consumer G purchased a 2012 Mercedes ML350 Bluetec (VIN# \*\*\*060187) from the Dealer. Consumer G paid for safety certification.
75. Shortly after taking possession of the vehicle, Consumer G began to experience mechanical issues with the vehicle.
76. On or about March 23, 2023, Consumer G had the vehicle inspected by a third-party facility which revealed several mechanical issues, including issues with the coil spring. This was subsequently confirmed by another facility on or about April 24, 2023.
77. The Dealer agreed to complete the necessary repairs and Consumer G returned the vehicle. However, the mechanical issues persisted.
78. On or about March 28, 2023, Consumer G filed a complaint with OMVIC, alleging issues regarding the vehicle's condition.
79. On or about May 17, 2023, Consumer G advised OMVIC that despite several attempts to get the issues resolved by the Dealer, including several visits to the Dealer's mechanic, the Dealer had failed to do so.
80. On or about July 7, 2023, the Dealer advised the Registrar's representative that it would no longer resolve the mechanical issues.
81. The Dealer failed to disclose material facts regarding the existing condition issues of the vehicle. This is contrary to section 42(25) of Ontario Reg. 333/08. The Dealer also failed to provide a vehicle that is fit for its intended use, contrary to section 15 of the Sale of Goods Act.
82. As a result of the above, the Dealer acted contrary to sections 7(1), 9(2) and 9(3) of the Code of Ethics.

### **Consumer Complaint H:**

83. On or about June 25, 2023, Consumer H purchased a 2013 Hyundai Genesis 3.8L (VIN# \*\*\*220662) from the Dealer. Consumer E paid a \$1,000 deposit upon signing the bill of sale.
84. On or about June 27, 2023, Consumer H advised the Dealer of his intention to not continue with the transaction and requested that the contract be cancelled. The Dealer, however, refused to refund the deposit.
85. On or about June 29, 2023, Consumer H filed a complaint with OMVIC regarding the Dealer's failure to refund the deposit.
86. On or about July 15, 2023, the Dealer sold the vehicle to another individual.
87. On or about September 19, 2023, a representative of the Registrar requested the Dealer provide a copy of the bill of sale signed by the new purchaser as well as supporting documentation regarding the Dealer's claim for 'liquidated damages'.
88. Despite reminders sent on or about September 28, October 4, and October 11, 2023, the Dealer failed to provide any supporting documentation for the liquidated damages claimed as well as its final position. The Dealer thereby acted contrary to section 14(3) of the Act as well as sections 9(1) and 9(3) of the Code of Ethics.

### ***Markhevka's Non-compliance:***

89. Markhevka, while handling the complaints with OMVIC and acting as the person in charge, failed to ensure that the Dealer conducted its business in compliance with the

Act, its regulations, and the Code of Ethics and thus personally contravened sections 6(2), 9(1) and 9(3) of the Code of Ethics.

**Please provide a written Statement of Response to the particulars set out above, to OMVIC within 15 days of service of this notice.**

The Discipline Committee can order one or more of the following:

- Dismiss the file;
- Order a fine up to \$25,000;
- Require the registrant to take further educational courses
- If the Registrant is a motor vehicle dealer, require the motor vehicle dealer to fund educational courses for salespersons employed by the dealer or to arrange and fund such educational courses.
- Award Costs

Decisions of the Discipline Committee will be published. Hearings before the Discipline Committee will be recorded.

#### **APPLICATION OF THE STATUTORY POWERS PROCEDURE ACT**

The *Statutory Powers Procedure Act*, (R.S.O. 1990, Chapter S.22), as amended, applies to the hearing to be held by this Discipline Committee. A party to a proceeding may be represented by counsel or an agent.

The Registrar states that the good character, propriety of conduct or competence of the Dealer shall be an issue in any hearing before the Discipline Committee and OMVIC has, therefore, furnished herein reasonable information of allegations with respect thereto.

The Rules of Practice of the Discipline Committee will apply, copy attached. A Notice of Hearing and Book of Disclosure will be provided in accordance with the Rules of Practice of the Discipline Committee.

Take note that as per the attached Rules of Practice, failure to attend a hearing before the Discipline Committee will result in a decision being determined ex parte, in your absence.

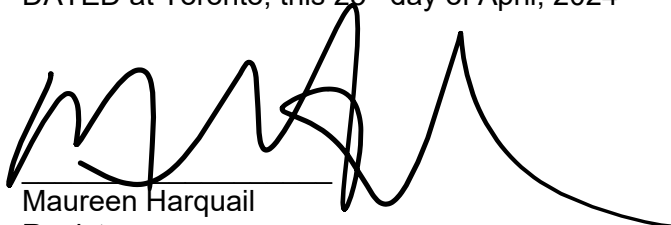
#### **APPLICATION OF THE RULES OF PRACTICE OF THE DISCIPLINE COMMITTEE**

This is to serve notice that the Registrar shall make application for its cost pursuant to Rule 13 of the Rules of Practice.

#### **FURTHER PARTICULARS/SUPPLEMENTAL NOTICE**

The Registrar may provide further and other particulars in respect of any other matters herein or in respect to any other matter including further particulars of violations of the Code of Ethics, Standards of Business Practice.

DATED at Toronto, this 25<sup>th</sup> day of April, 2024



Maureen Harquail  
Registrar

*Motor Vehicle Dealers Act, 2002*



Writer's Direct Phone: 416-512-3336  
Writer's Direct Fax: 416-512-3552  
Email: [david.dailly@omvic.on.ca](mailto:david.dailly@omvic.on.ca)

**SENT VIA COURIER**

October 6, 2016

Motorland Auto Sales Inc.  
1057 Martin Grove Road  
Etobicoke, ON M9W 4W6

**Attention: Boris Markhevka**

Dear Mr. Markhevka,

It has come to the Registrar's attention that OMVIC has received a number of consumer complaints involving vehicle condition issues at Motorland Auto Sales Inc. I appreciate that not all consumer complaints are well founded, however the nature and pattern of complaints OMVIC is receiving is very concerning.

The intent of this letter is to provide you with some guidance as to how these issues can be eliminated, moving forward.

For example, the following actions should help prevent many of the issues consumers have been bringing to our attention:

- Be sure all vehicles are thoroughly inspected and road tested by a qualified mechanic, prior to re-sale. Providing the mechanic with any relevant information regarding the vehicle history (manufacturer recall[s], accident repair history etc...) should assist them when conducting their inspection. Please note that the purpose of this is to ensure the vehicle will be fit for a means of transportation for a reasonable amount of time. In other words, the inspection should not be limited to the components covered under the Safety Standards Certificate.
- Maintain a written record of the results of the road test and inspection signed by the mechanic. The written record should include:
  - What components of the vehicle were inspected
  - The manner in which these components were inspected
  - Results of the inspection



Ontario's Vehicle Sales Regulator

Ontario Motor Vehicle Industry Council

65 Overlea Blvd., Suite 300, Toronto ON M4H 1P1

Tel: 416-226-4500 Fax: 416-226-3208

Toll Free: 1-800-943-6002 [omvic.on.ca](http://omvic.on.ca)

This record should be available to any OMVIC representative or potential purchaser, upon request.

- Maintain a written record of any repairs or reconditioning done to its vehicles including, but not limited to, work orders, invoices and diagnostic reports.
- Accept full responsibility for the quality of any repairs or alterations to a motor vehicle which were completed on your behalf.

If you have any questions or concerns, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "David Dailly", written over a light blue horizontal line.

David Dailly,

Business Standards

Encl.



Ontario Motor  
Vehicle Industry  
Council

Conseil ontarien  
du commerce des  
véhicules automobiles

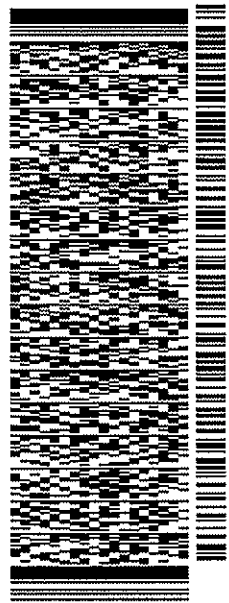
ORIGIN ID:YTHB (416) 512-3198  
LEGAL DEPARTMENT  
OMVIC  
65 OVERLEA BL.VD.  
SUITE 300  
TORONTO, ON M4H1P1  
CANADA CA

SHIP DATE: 08OCT16  
ACTWGT: 0.20 KG  
CAD: 100981395/INCA3790  
BILL SENDER

TO **BORIS MARKHEVA**  
**MOTORLAND AUTO SALES INC**  
**1057 MARTIN GROVE ROAD**

**TORONTO ON M9W 4W6**  
(416) 665-3838  
REF:  
PO: DEPT:

(CA)  
544J1E52E14E0

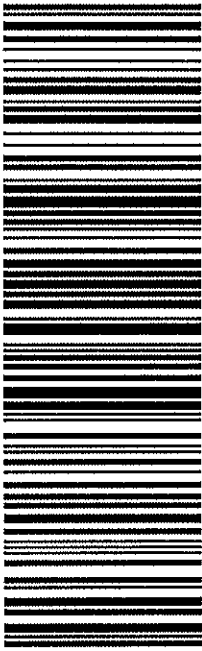


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FRI - 07 OCT A2  
PRIORITY OVERNIGHT

**6B YRLA**

M9W 4W6  
ON-CA  
YYZ



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2. Place label in shipping pouch and affix it to your shipment.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

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The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. **ROAD TRANSPORT NOTICE.** Any carriage of your shipment by road may be subject to Federal and Provincial laws, regulations, orders or requirements which may govern and serve to limit our liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment. **LIMITATION OF LIABILITY.** If not governed by Federal or Provincial laws, regulations, orders, or requirements as described above, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment, even if caused by our negligence or gross negligence, is limited by this Agreement to the amount of actual damages or CDN \$100 per shipment, whichever is less, unless you declare in advance a higher value for carriage as described below, and pay any applicable supplementary charge. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional CDN \$100 of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. **DECLARED VALUE LIMITS.** Shipments containing items of extraordinary value are limited to a maximum declared value for carriage of CDN \$500. The maximum declared value we allow for carriage per air waybill for each FedEx® Letter or FedEx® Pak is CDN \$100. Please check the current Worldwide Service Guide and any applicable tariff for further explanation of the declared value limits. If you send more than one package on this Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment. **LIABILITIES NOT ASSUMED.** IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to, incorrect declaration of the shipment, improper or insufficient packing, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items. Also, FedEx won't be liable if you or the recipient violate any of the terms of this Agreement. FedEx won't be liable for loss, damage, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment caused by events FedEx cannot control, including but not limited to, acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. You should contact an insurance agent or broker if insurance coverage is desired. We do not provide insurance coverage of any kind. **NO WARRANTIES.** We make no warranties, express or implied, **CLAIM FOR LOSS, DAMAGE OR DELAY.** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR CURRENT WORLDWIDE SERVICE GUIDE AND ANY APPLICABLE TARIFF FOR DETAILS. We must receive your written notice of a claim for damage or delay, including perishable and spoilage damage claims due to late or delayed delivery, within 21 days after we deliver your shipment and in the case of loss, shortage, mis-delivery, nondelivery, misinformation or failure to provide information, within 90 days after we accept the shipment for carriage. The right to claim damages against us shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage stopped. Within 90 days after you have notified us of your claim, it must be documented by sending us all relevant information regarding your claim. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection at the delivery location and you must retain all such items until the claim is concluded. **RESPONSIBILITY FOR PAYMENT.** Even if you give us different payment instructions, you, the shipper, will always be primarily responsible for all charges, including transportation charges, and all duties, assessments, governmental penalties and fines, taxes, and FedEx's legal fees and costs related to shipments tendered under this Agreement. You also will be responsible for any costs FedEx may incur in returning your shipments to you or warehousing them pending disposition. **MANDATORY LAW.** Insofar as any provisions contained or referred to in this Agreement may be contrary to any applicable laws, government regulations, orders or requirements, such other provisions shall remain in effect as a part of this Agreement to the extent that they are not overridden. The invalidity or unenforceability of any provisions of this Agreement shall not affect any other part hereof. The parties expressly agree that this Agreement be drawn up in the English language. **FEDERAL EXPRESS CANADA LTD.,** Head Office, 5985 Explorer Drive, Mississauga, ON L4W 5K6.