



Citation: Ontario Credit Center Incorporated (a.k.a. Auto Credit Ontario) and Christopher Kitchen v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2025 ONLAT MVDA 17589

Licence Appeal Tribunal File Number: 17589/MVDA

In the matter of an appeal from a Notice of Proposal to Revoke Registration under section 9 of the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, C. 30, Sch. B (the "Act"), and an Immediate Temporary Suspension Order ("ITSO") issued under section 10 of the *Act*.

Between:

Ontario Credit Center Incorporated (a.k.a. Auto Credit Ontario) and Christopher Kitchen

Appellants

and

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

CONSENT ORDER

ADJUDICATOR: Michael Beauchesne

APPEARANCES:

For the Appellants: Justin Jakubiak, Counsel

For the Respondent: Maria Correia, Counsel

HEARD: by videoconference September 15, 2025

- [1] On August 21, 2025, the Registrar under the *Act* (the respondent”) issued a Notice of Proposal to Revoke Registration (“NOP”) under section 9 of the *Act* and an Immediate Temporary Suspension Order (“ITSO”) under section 10 of the *Act*. Both the NOP and the ITSO were issued to Ontario Credit Center Incorporated (a.k.a. Auto Credit Ontario) with respect to its registration as a motor vehicle dealer and to Christopher Kitchen with respect to his registration as a motor vehicle salesperson.
- [2] On September 2, 2025, Ontario Credit Center Incorporated (a.k.a. Auto Credit Ontario) and Christopher Kitchen (together, the “appellants”) filed the appeal of the NOP with the Licence Appeal Tribunal (“Tribunal”) pursuant to section 9(2) of the *Act*.
- [3] A Notice of Videoconference Hearing was issued on September 5, 2025, and established the hearing date as September 15, 2025.
- [4] The parties appeared at the hearing as scheduled and advised at the outset that they had resolved the NOP in favour of consenting to Terms and Conditions (“TC”) they had jointly set out in writing. These TC were signed by both the appellant and the respondent on September 15, 2025. The TC shall constitute Schedule A to this Consent Order.
- [5] 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 with the accompanying TC set out in Schedule A. A copy of the TC signed by both parties is attached as Schedule A to this Order.

ON CONSENT OF BOTH PARTIES, I ORDER:

- [6] As per section 4.1 of the *SPPA* and on the consent of the parties, I dispose of this proceeding on the TC set out and signed by the parties on September 15, 2025. A copy of the TC is attached to this order as Schedule A, which is incorporated and made part of this Consent Order.

Released: September 16, 2025



Michael Beauchesne
Adjudicator

Schedule A

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

FROM: The Registrar
Motor Vehicle Dealers Act, 2002
Ontario Motor Vehicle Industry Council
65 Overlea Blvd., Suite 300
Toronto, ON M4H 1P1

AND FROM: Christopher Kitchen

Pursuant to subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* CHRISTOPHER KITCHEN ("the Applicant") 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 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, and the Ontario Motor Vehicle Industry Council ("OMVIC") Guidelines, as may be amended from time to time. The Registrant further agrees to read all correspondence and bulletins from OMVIC as released.
2. The Registrant agrees not to apply to be a dealer.
3. The Registrant agrees not to hold any supervisory authority over other employees or be a partner, shareholder, officer, director, person in charge, dealer administrator or have direct or indirect control of a dealership.
4. The Registrant will not act as a salesperson on behalf of any dealer other than NewRoads Automotive Group Ltd. o/a NewRoads Chevrolet.
5. The Registrant shall not transfer their registration as a salesperson under the Motor Vehicle Dealers Act, 2002 to another registered sponsoring dealer without first obtaining prior written approval from the Registrar.
6. The Registrant shall not engage in any trade, sale, lease, consignment, or financing of motor vehicles without the prior review and approval of a designated supervisor. This supervisor must hold a position of authority within the dealership, such as Sales Manager, Finance and Insurance Manager, Branch Manager, Business Manager, or General Manager, and must be duly registered under the Motor Vehicle Dealers Act, 2002. The Registrant shall ensure that all proposed transactions are submitted for supervisory review before execution, and that written confirmation of such review is retained in the dealership's records.
7. The Registrant agrees not to be the final signatory on any sales or lease contracts on behalf of the dealer.
8. The Registrant shall not accept, receive, or handle any funds from consumers, either directly or indirectly, in connection with any trade in motor vehicles, including but not limited to deposits, down payments, or full purchase payments.
9. The Registrant shall not provide any sources of financing, either directly or indirectly, to

other dealerships without obtaining prior written approval from the Registrar.

ACKNOWLEDGMENT AND UNDERTAKING:

- 10. 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.
- 11. The documents, information or statements provided to the Registrar are true to the best of the Registrant's knowledge, and belief; and that full answers to all questions, inquiries and requests made by the Registrar in connection with the Registrant's application have been given.
- 12. 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.
- 13. Independent legal advice has been obtained or the Registrant has had the opportunity to obtain independent legal advice respecting consent to the Terms and Conditions contained in this document.

EFFECTIVE PERIOD

These Terms and Conditions shall commence from the date of the Licence Appeal Tribunal's order and remain in effect for a period of two (2) years, unless otherwise specified in these Terms and Conditions.

9/15/2025

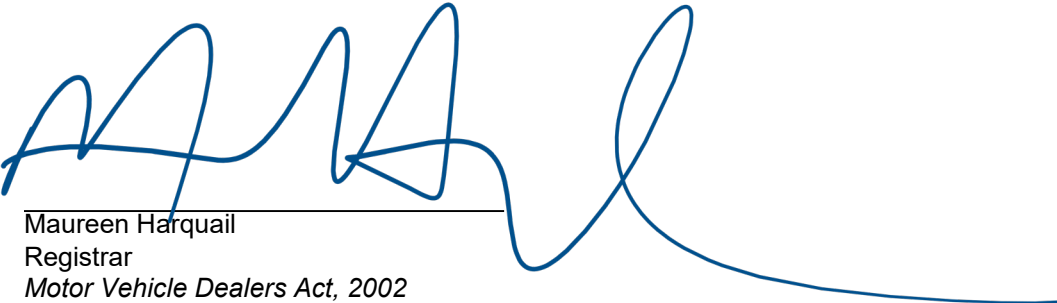
Signed in the City of _____ this _____ day of _____ 2025

DocuSigned by:

08D1A253CA594F6
 Christopher Kitchen (signature)

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

Date: September 15, 2025



 Maureen Harquail
 Registrar
Motor Vehicle Dealers Act, 2002