

DISCIPLINE COMMITTEE OF THE ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL

**IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE MOTOR
VEHICLE DEALERS ACT, 2002, S.O. 2002, c.30, Sch. B**

BETWEEN:

REGISTRAR, MOTOR VEHICLE DEALERS ACT, 2002

- and -

OLAGBAIYE VICTOR o/a MOBILE DETAILING

AGREED STATEMENT OF FACTS AND PENALTY

Olagbaieye Victor o/a Mobile Detailing have breached the following:

Section 7 of the Code of Ethics, Regulation 332/08

Section 9 of the Code of Ethics, Regulation 332/08

SUMMARY OF AGREEMENT

The parties to this proceeding agree that:

1. Olagbaieye Victor o/a Mobile Detailing (the "Dealer") was first registered as a motor vehicle dealer in or around March 2008. At all material times, Victor Olagbaieye was the sole proprietor of the Dealer.
2. On or about March 27, 2008, the Dealer executed terms and conditions of registration. As per condition 6, the Dealer agreed to comply with OMVIC's Code of Ethics, and Standards of Business Practice, as may be amended from time to time. As per condition 16, the Dealer agrees to operate exclusively from the location approved by the Registrar. As per condition 17, the Dealer agreed not to conduct business with the public, as per the wholesale affidavit.
3. On or about November 13, 2013, the Dealer executed terms and conditions of registration. As per condition 6, the Dealer agreed to comply with OMVIC's Code of Ethics, and Standards of Business Practice, as may be amended from time to time. As per condition 16, the Dealer agrees to operate exclusively from the location approved by the Registrar. As per condition 17, the Dealer agreed not to conduct business with the public, as per the wholesale affidavit.



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4. On or about May 6, 2017, the Dealer engaged in the trade of a 2011 Sonata (VIN 5NPEB4AC7CH340544) with a consumer. The selling price of the vehicle was \$7345. This is contrary conditions 6 and 17 of the Dealer's terms and conditions of registration, as well as section 9 of the Code of Ethics.
5. The above mentioned vehicle trade took place at a location other than the Dealer's registered location. This is contrary to section 4 of the Act, condition 16 of the Dealer's terms and conditions of registration, as well as section 9 of the Code of Ethics.
6. There was no bill of sale executed reflecting this vehicle trade. This is contrary to sections 7 and 9 of the Code of Ethics.
7. The consumer alleges that when the vehicle was delivered it was not in the condition the Dealer had verbally described prior to the consumer's purchase.
8. The vehicle also allegedly had some mechanical issues after the consumer took delivery.
9. The Dealer refused to take the vehicle back and refund the consumer's money.
10. On or about December 21, 2017, the consumer obtained a judgement against the Dealer in the amount of \$9,504.96.
11. The Dealer filed a motion to set aside the judgement, and on or about June 1, 2018, the Dealer's motion was dismissed.
12. To date, the Dealer has failed to satisfy the judgement, contrary to section 9 of the Code of Ethics.
13. The Motor Vehicle Dealers Compensation Fund has since paid out the consumer's judgement against the Dealer.

It is thereby agreed that the Dealer has breached sections 7 and 9 of the Code of Ethics, as set out in regulation 332/08:

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.

Professionalism

9. (2) In carrying on a business, a registrant shall act with honesty, integrity and fairness.



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JOINT SUBMISSION ON PENALTY:

1. The Dealer agrees to pay a fine in the amount of \$1,000 no later than, October 18, 2019.

By signature below, I acknowledge that I have read and understand the penalty outlined herein and agree to the said terms and/or conditions and that I exercised my right to be represented by Counsel or agent in this matter. I understand, acknowledge and consent to waive the requirement for a hearing and to request an Order from the Chair of the Discipline Committee that includes this Agreed Statement of Facts and Penalty as a final settlement of this matter.

DATED AT AGRI... THIS 18 DAY OF 4th month, 2019

VICTOR OLAGBAIYE.

(please print)



(signature)

OLAGBAIYE VICTOR o/a MOBILE DETAILING

By signature below the Registrar agrees, acknowledges, understands and consents to the final settlement of this matter by way of this Agreed Statement of Facts and Penalty.

DATED AT Toronto THIS 18 DAY OF April, 2019

John Carmichael PER

John Carmichael
Registrar, Motor Vehicle Dealers Act, 2002



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Pursuant to Rule 1.07, I accept this Agreed Statement of Facts and Penalty from the Parties identified above:

DATED AT Toronto THIS 18th DAY OF April, 2019



~~Paul Burroughs.~~
~~Chair, Discipline Committee of the~~ Prehearing chair/Presiding member
Ontario Motor Vehicle Industry Council


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DISCIPLINE DECISION

IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE MOTOR VEHICLE DEALERS ACT 2002, S.O. 2002, C.30, Sch. B

BETWEEN:

REGISTRAR, MOTOR VEHICLE DEALERS ACT, 2002

- AND -

OLAGBAIYE VICTOR o/a MOBILE DETAILING

Pursuant to Rule 1.07 of the Rules of Practice before the Discipline Committee and the Appeals Committee, I, the Chair of the Discipline Committee, have reviewed and considered the written Agreed Statement of Facts and Joint Submission on Penalty together with both Parties' waiver of a Hearing to this Proceeding and provide the following Order:

Date of Decision: April 26, 2019

Findings: Breach of Sections 7 and 9 of the Code of Ethics

Order:

1. The Dealer is ordered to pay a fine in the amount of \$1,000 no later than, **October 18, 2019.**

Written Reasons:

Reasons for Decision

Introduction

This matter proceeded on the basis of an Agreed Statement of Facts, Joint Submission on Penalty and the Parties' Waiver of Hearing, pursuant to Rule 1.07 of the Rules of Practice before the Discipline Committee and the Appeals Committee.



Agreed Statement of Facts

The parties to this proceeding agree that:

1. Olagbaiye Victor o/a Mobile Detailing (the "Dealer") was first registered as a motor vehicle dealer in or around March 2008. At all material times, Victor Olagbaiye was the sole proprietor of the Dealer.
2. On or about March 27, 2008, the Dealer executed terms and conditions of registration. As per condition 6, the Dealer agreed to comply with OMVIC's Code of Ethics, and Standards of Business Practice, as may be amended from time to time. As per condition 16, the Dealer agrees to operate exclusively from the location approved by the Registrar. As per condition 17, the Dealer agreed not to conduct business with the public, as per the wholesale affidavit.
3. On or about November 13, 2013, the Dealer executed terms and conditions of registration. As per condition 6, the Dealer agreed to comply with OMVIC's Code of Ethics, and Standards of Business Practice, as may be amended from time to time. As per condition 16, the Dealer agrees to operate exclusively from the location approved by the Registrar. As per condition 17, the Dealer agreed not to conduct business with the public, as per the wholesale affidavit.
4. On or about May 6, 2017, the Dealer engaged in the trade of a 2011 Sonata (VIN 5NPEB4AC7CH340544) with a consumer. The selling price of the vehicle was \$7345. This is contrary conditions 6 and 17 of the Dealer's terms and conditions of registration, as well as section 9 of the Code of Ethics.
5. The above mentioned vehicle trade took place at a location other than the Dealer's registered location. This is contrary to section 4 of the Act, condition 16 of the Dealer's terms and conditions of registration, as well as section 9 of the Code of Ethics.
6. There was no bill of sale executed reflecting this vehicle trade. This is contrary to sections 7 and 9 of the Code of Ethics.
7. The consumer alleges that when the vehicle was delivered it was not in the condition the Dealer had verbally described prior to the consumer's purchase.
8. The vehicle also allegedly had some mechanical issues after the consumer took delivery.
9. The Dealer refused to take the vehicle back and refund the consumer's money.
10. On or about December 21, 2017, the consumer obtained a judgement against the Dealer in the amount of \$9,504.96.
11. The Dealer filed a motion to set aside the judgement, and on or about June 1, 2018, the Dealer's motion was dismissed.



12. To date, the Dealer has failed to satisfy the judgement, contrary to section 9 of the Code of Ethics.

13. The Motor Vehicle Dealers Compensation Fund has since paid out the consumer's judgement against the Dealer.

It is thereby agreed that the Dealer has breached sections 7 and 9 of the Code of Ethics, as set out in regulation 332/08:

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.

Professionalism

9. (2) In carrying on a business, a registrant shall act with honesty, integrity and fairness.

Joint Submission on Penalty

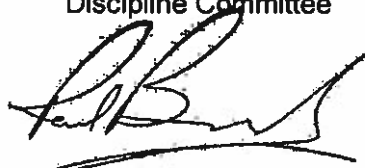
1. The Dealer agrees to pay a fine in the amount of \$1,000 no later than, **October 18, 2019.**

Decision of the Chair

Having reviewed and considered the Agreed Statement of Facts, the Chair of the Discipline Committee hereby concludes that the Dealer breached subsections 7 and 9 of the OMVIC Code of Ethics, as set out in Ontario Regulation 332/08, made under the *Motor Vehicle Dealers Act, 2002*. The Chair of the Discipline Committee also agrees with the Parties' Joint Submission on Penalty and, accordingly, makes the following Order:

2. The Dealer is ordered to pay a fine in the amount of \$1,000 no later than, **October 18, 2019.**

Ontario Motor Vehicle Industry Council
Discipline Committee



Paul Burroughs, Chair



ORIGIN ID:YEH (416) 512-3194
 SCOTT LONG, DISCIPLINE COORDINATOR
 OMVIC
 65 OYERLEA BOULEVARD, SUITE 300
 SUITE 300
 TORONTO, ON M4H1P1
 CANADA CA

SHIP DATE: 29APR19
 ACTWGT: 0.20 KG
 CAD: 100978087NET14100
 BILL SENDER

TO **OLAGBAIYE VICTOR**

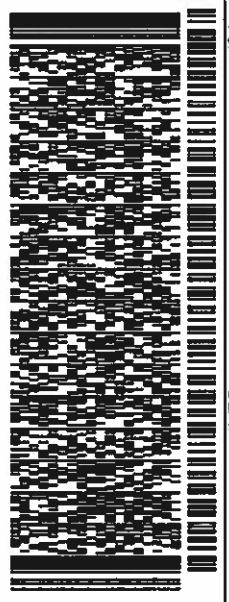
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SEE OUR CURRENT WORLDWIDE SERVICE GUIDE AND ANY APPLICABLE TARIFF FOR DETAILS.** We must receive your written notice of a claim for damage or delay, including perishable and spoilage damage claims due to late or delayed delivery, within 21 days after 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.