

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

B E T W E E N :

REGISTRAR, *MOTOR VEHICLE DEALERS ACT, 2002*

- AND -

JEROME D. TAYLOR CHEVOROLET CADILLAC LIMITED

- and -

JASON TAYLOR

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: August 20, 2021

Findings: Breach of Sections 4, 6 and 9 of the Code of Ethics

Order:

1. The Dealer is ordered to pay a fine in the amount of \$2,000 no later than **September 30, 2021.**
2. The Dealer is ordered to ensure all sales staff employed by the Dealer have reviewed the August 2017 OMVIC advertising webinar. The Dealer will provide OMVIC with written confirmation from said staff that this has occurred, no later than **September 30, 2021.**
3. Jason Taylor is ordered to successfully complete the Automotive Certification Course (the "Course") no later than **December 31, 2021.**
4. The Dealer is ordered to offer all current and future sales staff the opportunity to complete Course. Current sales staff will be offered the Course no later than **December**

31, 2021. Future sales staff will be offered the Course within 90 days of being retained in this capacity. The Dealer will incur all costs associated with this. It is understood between the parties this clause does not apply to sales staff who have completed the Course after January 1, 2009, or who are otherwise required to do so pursuant to the Act.

5. As in all other areas of its business, the Dealer and Jason Taylor agree to comply with the Act and Standards of Business Practice, as may be amended from time to time.

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. Jerome D. Taylor Chevrolet Cadillac Limited o/a Taylor Auto Mall (the "Dealer") was first registered as a motor vehicle dealer in or around August 1994.
2. Jason Taylor ("Taylor") was first registered as a motor vehicle salesperson in or around July 1994. At all material times, Taylor was the director and person in charge of the day to day activities of the Dealer.

OMVIC publications re: All-in pricing

3. Since the winter of 2008, OMVIC has issued numerous publications reminding registrants of their obligations to advertise all-inclusive vehicle prices. The subject publications are referenced in the attached Schedule A and continue to be available on OMVIC's website.

Dealer non-compliance:

4. On or before October 19, 2020, the Dealer published an advertisement for a 2018 Chevrolet Equinox LS (VIN 2GNAXHEV7J6105850) with an advertised price of \$19,998.
5. On or before October 21, 2020, the Dealer published an advertisement for a 2017 GMC Terrain SLE AWD Sport Utility (VIN 2GKLTEK9H6277332) with an advertised price of \$22,449.

6. On October 21, 2020, representatives of the Registrar made inquiries about the 2018 Chevrolet Equinox LS, while posing as members of the public. The Dealer's representative advised the Registrar's representatives that the selling price of the vehicle also included an additional \$199 Tire Guard fee as well as the \$10 OMVIC fee. As such the Dealer's advertised price was not all-inclusive, contrary to section 36(7) of Regulation 333/08, as well as sections 4 and 9 of the Code of Ethics.
7. On this same date, representatives of the Registrar made inquiries about the 2017 GMC Terrain SLE AWD Sport Utility, while posing as members of the public. The Dealer's representative advised the Registrar's representatives that the selling price of the vehicle also included an additional \$199 Tire Guard fee as well as the \$10 OMVIC fee. As such the Dealer's advertised price was not all-inclusive, contrary to section 36(7) of Regulation 333/08, as well as sections 4 and 9 of the Code of Ethics.
8. As person in charge of the day to day activities of the Dealer, Taylor failed to ensure that the Dealer's advertising, as well as its registered employees, complied with the Act and Code of Ethics. As such, Taylor has contravened sections 6 and 9 of the Code of Ethics.

By failing to comply with the following sections of the Motor Vehicle Dealers Act, 2002 Regulation 333/08:

36. Advertising:

(7) If an advertisement indicates the price of a motor vehicle, the price shall be set out in a clear, comprehensible and prominent manner and shall be set out as the total of,

(a) the amount that a buyer would be required to pay for the vehicle; and

(b) subject to subsections (9) and (10), all other charges related to the trade in the vehicle, including, if any, charges for freight, charges for inspection before delivery of the vehicle, fees, levies and taxes.

It is thereby agreed that the Dealer has breached the following section of the Code of Ethics, as set out in Regulation 332/08:

Disclosure and marketing:

4 (2) A registrant shall ensure that all representations, including advertising, made by or on behalf of the registrant in connection with trading in motor vehicles, are legal, decent, ethical and truthful.

It is thereby agreed that Jason Taylor has breached the following section of the Code of Ethics, as set out in Regulation 332/08:

Accountability:

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.

It is thereby agreed that the Dealer and Jason Taylor have breached the following section of the Code of Ethics, as set out in Regulation 332/08:

Professionalism:

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.

Joint Submission on Penalty

1. The Dealer agrees to pay a fine in the amount of \$2,000 no later than **September 30, 2021.**
2. The Dealer agrees to ensure all sales staff employed by the Dealer have reviewed the August 2017 OMVIC advertising webinar. The Dealer will provide OMVIC with written confirmation from said staff that this has occurred, no later than **September 30, 2021.**
3. Jason Taylor agrees to successfully complete the Automotive Certification Course (the "Course") no later than **December 31, 2021.**
4. The Dealer agrees to offer all current and future sales staff the opportunity to complete Course. Current sales staff will be offered the Course no later than **December 31, 2021.** Future sales staff will be offered the Course within 90 days of being retained in this capacity. The Dealer will incur all costs associated with this. It is understood between the parties this clause does not apply to sales staff who have completed the Course after January 1, 2009, or who are otherwise required to do so pursuant to the Act.
5. As in all other areas of its business, the Dealer and Jason Taylor agree to comply with the Act and Standards of Business Practice, as may be amended from time to time.

Decision of the Chair

Having reviewed and considered the Agreed Statement of Facts, the Chair of the Discipline Committee hereby concludes that the Dealer and Taylor have breached subsections 4, 6 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 parties advised the Chair that the named parties had not been the subject of discipline previously. The Chair of the Discipline Committee also agrees with the Parties' Joint Submission on Penalty and, accordingly, makes the following Order:

1. The Dealer is ordered to pay a fine in the amount of \$2,000 no later than **September 30, 2021.**
2. The Dealer is ordered to ensure all sales staff employed by the Dealer have reviewed the August 2017 OMVIC advertising webinar. The Dealer will provide OMVIC with

written confirmation from said staff that this has occurred, no later than **September 30, 2021.**

3. Jason Taylor is ordered to successfully complete the Automotive Certification Course (the "Course") no later than **December 31, 2021.**
4. The Dealer is ordered to offer all current and future sales staff the opportunity to complete Course. Current sales staff will be offered the Course no later than **December 31, 2021.** Future sales staff will be offered the Course within 90 days of being retained in this capacity. The Dealer will incur all costs associated with this. It is understood between the parties this clause does not apply to sales staff who have completed the Course after January 1, 2009, or who are otherwise required to do so pursuant to the Act.
5. As in all other areas of its business, the Dealer and Jason Taylor agree to comply with the Act and Standards of Business Practice, as may be amended from time to time.

Ontario Motor Vehicle Industry Council
Discipline Committee



Paul Burroughs, Chair