

**LICENCE APPEAL
TRIBUNAL**

**Safety, Licensing Appeals
and Standards Tribunals
Ontario**

**TRIBUNAL D'APPEL EN
MATIÈRE DE PERMIS**

**Tribunaux de la sécurité, des appels
en matière de permis et des normes
Ontario**



Citation: Carmax Ontario Inc. and Wojciech Maciejko v. Registrar, *Motor Vehicle Dealers Act*, 2002 ON LAT 11782/MVDA

Date: 2019-11-22

Tribunal File Number: 11782/MVDA

Appeal from a Notice of Proposal pursuant to s.9 of the Motor Vehicle Dealers Act, 2002, Chapter 30, Schedule B and Regulations, as amended, to revoke the registration of Carmax Ontario Inc. as a Motor Vehicle Dealer and Wojciech Maciejko as a Motor Vehicle Salesperson under the Act.

Carmax Ontario Inc. and Wojciech Maciejko

Appellants

and

Registrar, Motor Vehicle Dealers Act

Respondent

DECISION AND ORDER

ADJUDICATOR:

Harriet Lewis, Member

APPEARANCES:

For the Appellants:

Maria Imperiale, Agent

For the Respondent:

Jillian M. Siskind, Counsel

Heard in person on:

June 11, 12 and September 23, 24, 2019

REASONS FOR DECISION AND ORDER

OVERVIEW

[1] Carmax Ontario Inc. (“Carmax”) has been registered as a motor vehicle dealer, and Wojciech Maciejko has been registered as a motor vehicle salesman since May 24, 2006.

[2] Maciejko has been the sole director, officer and salesperson of Carmax since its registration.

[3] On November 30, 2018, the Registrar under the *Motor Vehicle Dealers Act* (“Act”) issued a Notice of Proposal (“the Proposal”) to revoke the registration of Carmax as a general dealer of used vehicles and Maciejko as a salesperson on the basis of Maciejko’s financial position, breaches of conditions of registration and past behaviour.

[4] More specifically, the Registrar alleges that Maciejko is ungovernable. It is alleged, among other things, that Maciejko failed to co-operate with and/or obstructed the work of the Ontario Motor Vehicle Industry Council (“OMVIC”) inspectors, breached several conditions of registration, falsified documents, and engaged in non-compliant trades.

[5] Maciejko argues that he complied with the material requirements of legislation, that he made efforts to comply with other requirements, that he repeatedly asked OMVIC for assistance and information about further compliance, and that he is willing to better educate himself concerning compliance in the future. He also argues that he and Carmax have never received a customer complaint and have changed their business model with intent to comply with OMVIC and legislative requirements including the Act and *Ontario Regulation 333/08* (“the Regulation”).

[6] The hearing of this matter took place over 4 days and included the testimony of 8 witnesses, including Maciejko, all of whom provided evidence about a certain segment of the used car business in general, and Maciejko’s responsibilities and role as an owner and salesperson with Carmax in particular.

[7] For the reasons which follow, this Tribunal denies the appeal, and orders that the Registrar carry out the Proposal for revocation of the registration of Carmax and Maciejko.

ISSUES

[8] The issue in this appeal is whether Maciejko’s past conduct, financial position, breach of conditions of registration and other conduct as a salesperson have been such as to disentitle him to a licence as a salesperson, and Carmax a licence as a dealer.

PRELIMINARY MATTERS

[9] At the outset of the hearing, counsel for the Registrar advised the Tribunal that it was withdrawing the allegations set out in paragraphs 16 through 18 of the Proposal alleging that Maciejko supplied vehicles to an unregistered dealer.

[10] The parties asked that the Tribunal make an order excluding witnesses, and their having agreed, I so ordered.

EVIDENCE

[11] The Respondent called six witnesses. Their detailed evidence included a history of Maciejko's failures to meet specific conditions of registration over the period of registration, culminating in a series of "non-compliant trades" in 2017/2018 and a consumer complaint in November 2018 against a third party but involving Carmax.

OMVIC's Regime and the Decision to Proceed with Proposal:

[12] Laura Halbert is the Deputy Registrar and Director of Compliance of OMVIC, responsible for the oversight of the OMVIC inspectors. She testified as to the role of OMVIC in consumer protection and in supporting and ensuring dealer professionalism. She also testified as to her understanding of Carmax's business model and to the events leading up to the decision to issue the Proposal.

[13] OMVIC's aim is to provide services to its more than 8,000 registrants. This is particularly necessary in the early stages of their registration. Thereafter OMVIC relies on dealers and salespersons to fulfill their responsibilities and engage on their own initiative in the compliance regime. The initial step is the dealer certification course as a pre-requisite to registration. It includes sessions on the documents required to be maintained by dealers and salespersons. On an on-going basis, OMVIC publishes regular e-bulletins to all registrants, and when new legislation came into force, OMVIC held seminars on the legislation and its requirements. OMVIC also now has various webinars as part of their "dealers toolbox". Vehicle auction houses and the Used Car Dealers Association ("UCDA") also give seminars on aspects of the business and its requirements.

[14] Halbert understands that Maciejko's business is based on "shoulder surfing". That is, when individuals see a car that they wish to purchase on an on-line auction site, they contact a used car salesperson and retain the salesperson to purchase the vehicle for them. More detail as to this practice and Carmax's business was provided by other witnesses and by Maciejko himself.

[15] When compliance issues with a registrant are suspected, OMVIC has several options: investigation, discipline, issuance of a caution, the imposition of terms and conditions, and finally a proposal to suspend or revoke.

[16] The Proposal was triggered by a consumer complaint by Malkit Singh (Singh) concerning a defective vehicle he purchased on Kijiji. A search of the VIN number of the vehicle indicated it had been owned by and transferred from Carmax to Singh although Singh believed he had bought it from a third party, Jazid Kaz Khan. Khan continues to be a party of concern to OMVIC.

[17] This information led to Halbert's review of the Carmax file in which she noted evidence of shortcomings in Carmax's books and records over the time of registration, and evidence of Maciejko's non-cooperation with the requests of inspectors. There was little or no financial

or other information about Carmax's business in the file. What was there illustrated breaches of the conditions of registration.

[18] Halbert acknowledged that the Carmax file had "dropped off the collective radar" of OMVIC for a period of years. Although there had never been a consumer complaint against either Carmax or Maciejko, the decision to proceed with a Proposal was based on the totality of Carmax's and Maciejko's shortcomings.

Failure to Co-operate with Inspectors:

[19] Marcella Coellar is an OMVIC inspector. On October 4, 2013, she notified Carmax by e-mail of her intention to attend at its registered premises on October 17, 2013 for a routine inspection and review of records. Maciejko was not there when Coellar arrived at the Carmax premises at 87 Shorncliffe Road, Toronto ("Shorncliffe"). She observed that the premises were primarily occupied by West End Auto Body, and with the help of the manager of that business, she was shown the location of the Carmax office on the second floor. She observed a small sign in the window, and a dealer plaque affixed to a wall. She was advised that Maciejko was out of the country and that his return date was unknown.

[20] Coellar followed up with Maciejko by e-mail, rescheduling the inspection to October 31, 2013. She attended the Carmax premises on that date but again Maciejko did not. She made no further attempts to reschedule the inspection. In her words, the file "fell through the cracks" and nothing alarming occurred to make it a priority. The next OMVIC inspector to inspect Carmax was Justin Brown in 2017.

[21] Justin Brown took over the Carmax file because the premises fell within his territory. On April 24, 2017, he made an unscheduled but routine visit to the Carmax premises. Maciejko was not present. Brown left his card noting an appointment for an inspection on May 24, 2017. Sometime thereafter, he received a voice-mail message from Maciejko, advising that he drives a truck full time and is away, but confirming the May 24 appointment. This was followed by a further call from Maciejko cancelling the May 24 date because he expected to be in Florida for work. Brown's efforts to schedule an inspection date through the summer of 2017 were not successful. Eventually, Brown advised Maciejko that he could bring and leave the Carmax records at the OMVIC office for inspection.

[22] Among the records that Brown requested were the garage register indicating all transactions of inventory, a Retail Bill of Sale review from the Ministry of Transportation, cancelled cheques, any advertising documentation, Carmax's HST assessment, the garage insurance policy and bank records for 2016. These documents would provide Brown with a snapshot of the business.

[23] Ultimately Brown and Maciejko agreed to an appointment at OMVIC on September 13, 2017. Brown described the meeting as being brief and uncomfortable. He says that when licencees are asked to come to the OMVIC office, they know that the matter is serious, and he wanted Maciejko to take the inspection seriously. Maciejko had not brought any of the documentation requested except for three bills of sale for vehicles sold in 2016. Brown asked Maciejko several questions about his sales and it became clear that Maciejko dealt primarily

in damaged vehicles purchased from online auctions at the request of a buyer, which he sold on an “as is” basis. Brown made it clear that further documentation was required and Maciejko was given a deadline to provide the further material. The deadline was extended more than once until October 11, 2017. On that date, Brown received a call from Maciejko’s wife who said Maciejko was out of town, but she would deliver the requested records to OMVIC the next day.

[24] On October 12, 2017, Maciejko himself arrived at OMVIC’s office with documents. When asked to sign a register by the receptionist, he rudely refused. Finally, he signed the register, but in the name of his wife Eliza. Brown provided still photographs from a security video taken that day, showing Maciejko delivering the materials to the reception area and a photo of the signature which appeared to be made by Maciejko. Several of the items Brown had asked for, including the flash drive containing Carmax’s garage register, were not provided.

Breaches of Regulation and Conditions of Registration/Non-Compliant Trades:

[25] The Registrar provided in evidence a set of documents representing 38 purchase and sale transactions undertaken by Carmax from October 2016 through August 2017. Brown had inspected each of these transactions and testified that in none of the cases was the Carmax documentation in compliance with the requirements.

[26] The documentation in each case includes the Used Vehicle Bill of Sale from Carmax to a named individual. On each document is a VIN number, purchase price, an amount of HST, Maciejko’s signature, a purchaser’s signature, a purchaser’s initials evidencing that the vehicle is sold “as is”, and wording in the comments section indicating that the vehicle is “Sold As Is/ Damaged”. In some cases, a figure representing a repair estimate is also included. In each case, a line has been drawn through other sections including those for insurance information, guaranty and warranty information and terms of financing. Appended to the Bills of Sale are Vehicle Records indicating changes in ownership, auction sales records, and a CarProof report.

[27] Brown testified that by inadequately recording each of these transactions, Maciejko failed to disclose information mandated by regulation. For example, salespersons must indicate when a vehicle has been declared a “total loss”, when a warranty has been cancelled, when there is an outstanding lien on a vehicle, and vehicle mileage. Brown also referred to photographs filed with the Registrar’s materials, showing the size and limited visibility to the public of the CARMAX sign on the premises – a breach of a condition of registration.

Financial Issues:

[28] When Brown compared the Bills of Sale to the Carmax bank records, he could not find any transactions relating to the sales of vehicles. Failure to deposit all amounts received from sales is a breach of regulation.

[29] There was no evidence put forward by the Registrar as to Maciejko’s current financial circumstances and little given as to Carmax’s or Maciejko’s financial circumstances during the period covered by the inspection. As noted, the inspection did reveal that Maciejko did

not put transactions through the Carmax account as was required and there was evidence in Carmax's bank records of two small NSF cheques.

[30] Brown did not consider his inspection to have been completed before he was asked to pass his findings on to management for their attention. When asked whether he was asked to help Maciejko comply with the documentary requirements or provide other help, he said that he did not consider that part of his responsibilities.

Other Non-compliant trades, falsification of documents, trading at secondary location:

[31] Bruce Mitchell, Thomas Tu and Malkit Singh testified about purchases made by Singh and others from Khan, but which were transactions processed through Carmax.

[32] Mitchell is an OMVIC investigator and was asked to investigate individuals suspected of being "curbers", i.e. unregistered persons who have a business selling vehicles from their homes or businesses. He specifically was looking in to curbers who may have dealt through Carmax. As a result of a complaint to OMVIC against Khan by Singh, Mitchell interviewed Singh and testified as to his findings about that transaction and three other similar transactions with Jane and Angelo Tessone. The documents for the Singh and Tessone purchases were filed in evidence and all showed Bills of Sale from Carmax to the purchasers.

[33] Mitchell testified that Singh believed he was buying Khan's family car, a 2014 Toyota Corolla (it was later confirmed to be a 2014 Honda Accord). However, after the purchase, Singh discovered that the sales documentation showed that the transfer was from Carmax and that the vehicle had been purchased by Carmax at a salvage auction.

[34] Jane Tessone and her husband Angelo had purchased three vehicles from Khan which also were transferred through Carmax. Jane Tessone admitted to Mitchell that she "knew she was buying from a curber" and that the vehicles were salvaged but she "took a chance".

[35] Tu is a law clerk with OMVIC and did research for the preparation of the Proposal. He attempted to contact each of the purchasers involved in the 38 Carmax transactions to determine if they knew they were dealing with Carmax and to verify their signatures on the bills of sale. He spoke with Singh, Jane Tessone and John Wogan. Tu's evidence focussed on the transactions with the Tessones. Jane Tessone declined to testify but told Tu that their transactions took place in Brampton and that the vendor was Khan. She claimed to have no knowledge of Carmax or Maciejko and denied having signed or received bills of sale for their purchases.

[36] Singh testified in detail to the circumstances of his purchase in October 2018 of the 2014 Honda Accord. He had previously owned a used car but wanted a larger vehicle. He happily found the vehicle he wanted on Kijiji in an ad posted by Khan. Khan told him that the Honda was Khan's family car that the family had outgrown. Singh travelled to Khan's home in Brampton for a test drive. He knew that the car was not plated but believed Khan's assurances that the car was in "mint condition". He purchased and took delivery of the

vehicle on October 31, 2018. He received a file containing the vehicle's documentation but did not look at it at that time. He affixed the plates from his previous car to the newly purchased vehicle for the drive to his home in the Niagara Peninsula. Only after discovering a leak from the vehicle did he learn that the car had been salvaged. He contacted Khan for a refund and laid a complaint against Khan with OMVIC. Khan refunded him the purchase price.

[37] Singh did not realize that the car had been transferred from Carmax until advised by Khan after the OMVIC complaint had been made. When Singh saw the bill of sale for the vehicle, he realized that it was dated on October 30, 2018, one day before he paid Khan for the vehicle, that it showed Carmax as the vendor, and that there was a purchaser's signature on the bottom. He says he did not sign the document.

[38] Maciejko admits many of the facts put forward in the Registrar's evidence. His case relies on his regret for his actions and explanations of his own circumstances: the nature of his business as Carmax, the length of his registration as a dealer and salesperson, and his plans and commitment to the future. The only other person testifying on his behalf was Wogan.

[39] Wogan is a retired independent insurance appraiser and a repeat Carmax customer. He met Maciejko through his work. Prior to his retirement, Wogan's business was to appraise damaged vehicles in body shops on behalf of insurance companies and make settlements on the companies' behalf with the insured. Following settlement, he would determine the "branding" category of the vehicle and arrange for vehicle pick-up or delivery for salvage recovery.

[40] Wogan has bought ten to fifteen vehicles advertised in salvage auctions from Carmax, some of which were for him and others for members of his family. He repairs and collects cars as a hobby and knows what he wants and that he usually "gets what he paid for".

[41] In June 2017, he purchased through Carmax, a 2007 Volvo V7 which he saw on an auction house web-site. He noted that the sites always publish the location and extent of damage, the vehicle mileage and usually a repair estimate. His Volvo was identified as "salvage" indicating that at least one structural component needed to be replaced. He contacted Maciejko and arranged for the car purchase. The Bill of Sale and accompanying documents of that transaction were included among the Registrar's materials. Wogan identified the documents, his signature at the bottom, and his initials beside the section entitled "VEHICLE SOLD AS IS". Wogan confirmed that prior to being registered and plated, all salvaged vehicles must be repaired, inspected and certified as roadworthy.

[42] Wogan learned that there was an undischarged lien on the Volvo only after hearing from OMVIC with respect to this matter. The fact of the lien did not trouble him. His experience has been that liens are usually discharged before vehicles go up for auction. He does not know why the existence of the Volvo lien was not shown on the auction site or previously discharged, but expects it was an oversight on the part of the insurance company or lender.

Maciejko's business history, mode of operation, and dealings with inspectors:

[43] Maciejko's evidence centred on the nature of the Carmax business model, his long history as a dealer and salesperson, the factors which resulted in his errors and omissions in meeting disclosure requirements, his behaviour with respect to the Singh transaction, his desire to continue in the business, and his willingness to take any steps necessary to do so.

[44] Although Carmax and Maciejko became registered in 2006, until recently Maciejko's main business and source of income was as a driver: first of a tow truck and then a vehicle carrier. His towing business included moving vehicles for dealers and body shops. As a vehicle transporter he moved vehicles in the United States and Canada so was always travelling. He made contacts with body shop owners and car enthusiasts during that time. He is no longer in either the towing or transport business.

[45] The owner of West End Auto Body is a long-time friend who offered him an office when he opened Carmax as a sideline to his other work. While in the Shorncliffe premises he did not sell any vehicles from a lot. Rather his business involved buying and selling vehicles through auction sites, almost exclusively online. He does not consider that he was dealing with the public because he did not advertise, and his dealings were for individuals who contacted him either directly or through body shops to purchase specified salvaged vehicles advertised on the auction sites. Those sites contain pictures of the vehicles and a great deal of other information about their condition. Purchasers of salvaged vehicles are not ordinary vehicle consumers. They all know that the vehicles purchased from certain auction sites have sustained substantial damage and have been written off by insurers.

[46] His business model was to bid as directed by a prospective owner and if successful, pay the auction site and have the vehicle picked up by a towing service and taken to a body shop or delivered to the owner. On occasion, when he was away, the new owner arranged direct payment to the auction site to ensure the deal would not be lost. His income from the sales transactions was a flat rate of \$300 added to the cost of the vehicle and repairs by a body shop. He would issue a bill of sale and complete the transfer of ownership once the vehicle was certified and eligible to be put on the road.

[47] Maciejko admits that he did not fill out the bills of sale in the way that he now realizes was required, because he was of the opinion that not all information is applicable in the case of his transactions. All vehicles were sold "as is" without warranties. That they were salvaged was made explicit by the comments he did put on the documents. Insofar as he is aware, in every case, his purchasers were aware of the state of their vehicle before the purchase was made because of the information posted on the auction site. He was unaware of the outstanding lien on the Volvo sold to Wogan, as it was not disclosed by the auctioneer.

[48] Maciejko said that no one likes to have to deal with OMVIC, but that he has not intentionally obstructed inspections. He was travelling when Coellar was in touch with him, and he thought that that inspection was dropped. He was also constantly travelling when first contacted by Brown.

[49] When he met with Brown about the Carmax books and records, he was unsure about what documentation was required. He says he asked Brown for guidance. He had created a garage book on a memory stick but had had difficulty with his computer and was unable

to reproduce it for review until after Brown ended the inspection. He is now keeping his garage register manually. He admits to not putting his sales transactions through his Carmax account. He noted that the auction houses required personal cheques, and that all purchases were made with money supplied by his clients.

[50] Maciejko admits that he attended at OMVIC to deliver materials as requested and that he did not want to sign the register as required by the receptionist. He felt uncomfortable at the OMVIC office. He did not recall and therefore denies that he signed the register in his wife's name.

Maciejko's Evidence about the Tessone and Singh transactions - Falsifying information and operating from an unregistered location:

[51] Maciejko recalls having dealings with Angelo Tessone in respect to more than one vehicle and recalls meeting with Mr. Tessone in Brampton to sign documents with respect thereto. He has no recollection of meeting Jane Tessone and believes Mr. Tessone acted on her behalf in the purchase of one or more vehicles. His gave no evidence as to Khan's involvement in any of the Tessone transactions.

[52] Maciejko admitted that his conduct with respect to the completion of the Singh documentation was wrong and he regrets doing it. He admits to knowing Khan who runs a body shop. He was asked by Khan to help him out in respect to the sale of the Honda which Maciejko had sold to him. He had previously sold Khan several cars for his own use and has seen him drive those cars so did not know if he was a curber and was buying the cars to sell them to consumers. He denies that he has ever authorized Khan to act on his behalf and says that he does not "do business" from Khan's premises in Brampton or any other unregistered location.

[53] Maciejko's evidence about dealing with Khan with respect to the Singh transaction was confusing. Maciejko said he had bought the Honda at auction for Khan for what he understood was for Khan's family use. Khan paid him for the vehicle. As I understand the evidence, Maciejko assumed that Khan decided the Honda was too small and changed his mind about keeping it before it was certifiable and therefore before the transfer from Carmax was to be made. Maciejko was unaware that the vehicle had been offered for sale by Khan on Kijiji and has never met Singh. He says he was contacted by Khan and asked to prepare a bill of sale in anticipation of an imminent transfer of the vehicle to another party; a transfer which he later understood had fallen through. He prepared the documents as Khan specified, including signing on behalf of Singh at Khan's request to facilitate registration. Maciejko delivered the documents to Khan and then left for the United States on business.

Maciejko's plans going forward:

[54] Prior to his registration and the registration of Carmax, Maciejko completed the required certification course through Georgian College. Since then, he has taken no other courses, although he has now become aware that continuing education is available from OMVIC and the UCDA. He says he has joined the UCDA for the purpose of availing himself of their information and support. He also asked OMVIC for help and put into evidence a copy of a

note sent by him on February 14, 2019 to Farah Mohammed at OMVIC, indicating his need for courses and saying he wishes to “change the way I run my business I would love to comply with all regulations” and asking for suggestions. He did not receive a reply.

[55] Maciejko says that he no longer intends to deal as in the past with a certain auction site or exclusively with salvaged vehicles. He has given up the car transport business and sold his carrier. He has established a new place of business at 1548 The Queensway Road in Etobicoke Ontario. OMVIC is aware of his change of location. The new location has a visible sign, and a vehicle lot from which he intends to sell used cars.

[56] He is passionate about cars and entirely reliant on the registration of Carmax as a dealer and himself as a salesman to earn a living and support his family. He is willing to do whatever is asked of him to keep his licence.

LAW AND ANALYSIS

[57] Section 8 of the Act provides that subject to notice under section 9, the registrar may “refuse to register an applicant or may suspend or revoke a registration or refuse to renew a registration if, in his or her opinion, the applicant or registrant is not entitled to registration under section 6.”

[58] The Proposal in this case is that the registration of Carmax and Waciejko be revoked on the basis that neither meet the prescribed requirements under section 6 because of Maciejko’s past conduct, financial position and breach of conditions of registration. Specifically, the concern is that Maciejko’s conduct shows him to be ungovernable and provides reasonable grounds for belief that his business“ will not be carried on in accordance with the law and with integrity and honesty”.

[59] On the basis of the evidence before me, I find that the registrar had reasonable grounds for his proposal to revoke registration. While I do not have sufficient evidence to conclude that Maciejko’s financial position on its own warrants a revocation of his and Carmax’s registrations, I find that the Registrar had reasonable grounds for revocation based on Maciejko’s past conduct and breach of the conditions of registration.

[60] There was substantial evidence that Maciejko did not disclose information in the bills of sale as required. There was also evidence that Maciejko did not properly use his Carmax bank account to process his transactions with auction sites or customers. Both Coellar and Brown testified that the Carmax sign on the Shorncliffe premises was small, not properly affixed and obstructed by foliage in contravention of the regulation requiring a sign to be visible to the public.

[61] Maciejko testified that because of his vehicle transport business and his resultant travel, he did not make it a priority to keep appointments made with either inspector. That approach by Maciejko, viewed along with the disregard of other conditions and regulations of registration are strong evidence of his ungovernability.

[62] I make no finding with respect to the Tessone transactions. The evidence was based on hearsay and not able to be challenged by cross examination. However, Maciejko

admitted under oath that he falsified a bill of sale to Singh and forged Singh's signature to facilitate the vehicle transfer. Despite his denial, the evidence provided by the Registrar leads me to believe that Maciejko also inscribed his wife's signature on the OMVIC sign-in sheet. These are instances of forgery in the course of a transaction and his dealings with OMVIC. They indicate a lack of honesty, integrity and carrying on business in accordance with law.

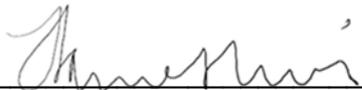
DECISION AND ORDER

[66] I do not make this decision without some regret. It was apparent from Maciejko's testimony that he is self educated man who, as an immigrant to Canada has worked hard, and not without struggle, to provide for his family. The exigencies of operating a vehicle transport while acting as a used car salesperson led him to deal only online and perhaps for that reason to overlook many of the specific and important requirements of his licensure. He has invested in a new location and expressed a willingness to take further courses to enhance his knowledge of OMVIC and legislative requirements. However, I do not believe this is a case for continuation of registration with conditions. Maciejko is clearly not accepting of the purpose and importance of the regulatory regime of the Act and Regulations nor does he appear to have understood the necessity of strict compliance with the legislation and cooperation with OMVIC. He does understand that he was doing wrong when he forged Singh's signature, and whatever his reasons for doing so, the consequence of all of his behaviour is a reasonable decision by the Registrar that he is ungovernable and that the licences of Maciejko and Carmax be revoked.

[67] I order that the Registrar carry out the Proposal and revoke the registrations of Carmax Ontario Inc. as a motor vehicle dealer and Wojciech Maciejko as a motor vehicle salesperson.

Released: November 22, 2019

LICENCE APPEAL TRIBUNAL



Harriet Lewis, Adjudicator