

DISCIPLINE DECISION

REVIEWING PANEL: Greg Flude, Public Member
Paul Eros, Registrant
Anne French, Registrant

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 :

ONTARIO MOTOR VEHICLE)
INDUSTRY COUNCIL)
- and -)
LEVEL UP MOTORS INC.)
o/a LEVEL UP MOTORS)
- and -)
SUREN MOHANADAS)
)

This matter proceeded by way of Rule 1.07 of the Rules of Practice before the Discipline Tribunal and the Appeals Tribunal. This Reviewing Panel has reviewed and considered written materials from the Parties together with a waiver of the requirement for an oral hearing and hereby makes the following Order:

Date of Decision: August 12, 2025

Findings: **Level Up Motors Inc. o/a Level Up Motors (“Level Up”) has breached the following:**

- Sections 5, 6(1), 7(1), 9(1), 9(2) and 9(3) of the Code of Ethics, O. Reg.

332/08

Suren Mohanadas (“Mohanadas”) has breached the following:

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

Order:

1. Level Up Motors shall pay a fine in the amount of \$4,500. \$2,000 will be paid no later than ninety (90) calendar days from the date of the Discipline Tribunal's order, and the remaining balance (\$2,500) will be paid no later than one hundred eighty (180) calendar days from the date of the Discipline Tribunal's order.
2. Suren Mohanadas shall pay a fine in the amount of \$500 no later than ninety (90) days from the date of the Discipline Tribunal's order.
3. Suren Mohanadas shall successfully complete the MVDA Key Elements course (the "Course"), no later than ninety (90) calendar days from the date of the Discipline Tribunal's order.
4. Level Up Motors agrees to offer all current and future sales staff the opportunity to complete the Course. Current sales staff will be offered the Course no later than ninety (90) calendar days from the date of the Discipline Tribunal's order. Future sales staff will be offered the Course within ninety (90) calendar 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 or who are otherwise required to do so pursuant to the Act.
5. Level Up Motors and Suren Mohanadas agree to comply with the Act and Standards of Business Practice, as may be amended from time to time.

Overview

This matter proceeded on the basis of an Agreed Statement of Facts, dated July 21, 2025, a jointly proposed disposition, and a waiver of oral hearing, pursuant to Rule 1.07 of the Rules of Practice before the Discipline Tribunal and the Appeals Tribunal. The Agreed Statement of Facts states in relevant part as follows:

Withdrawals:

The allegations against Suren Mohanadas contained in paragraphs 8-10 of the Notice of Complaint dated May 15, 2023, are hereby withdrawn.

The allegations against Level Up Motors and Suren Mohanadas contained in paragraphs 21 and 23 of the Notice of Further and Other Particulars dated May 7, 2024, are hereby withdrawn.

Background:

1. Level Up Motors Inc. ("Level Up") has been registered as a motor vehicle dealer under the Act since on or about September 6, 2017.
2. Suran Mohanadas ("Mohanadas") was first registered as a salesperson under the Act on or about February 28, 2017. He has been registered as a salesperson for Level Up since

on or about March 14, 2017, and, at all material times, has been its director and person-in-charge.

3. On or about February 28, 2017, Mohanadas successfully completed the Automotive Certification course (the "Course"). The following subjects are included in the Course materials:
 - a) Dealers' obligations to provide written disclosure to purchasers all material facts about the vehicles they sell, including but not limited to a vehicle's accident repair and previous out of province history.
 - b) Dealers' obligations with respect to the sale of 3rd party extended warranties.

OMVIC PUBLICATIONS:

4. Since the Act was proclaimed, OMVIC has issued the numerous publications and webinars reminding dealers of their disclosure obligations, including but not limited to, their obligation to disclose in writing on the bill of sale a vehicle's accident repair history. The dates of said publications are attached as Schedule A to the Notice of Complaint dated May 15, 2023. All of these publications continue to be available on OMVIC's website.

DIRECT CORRESPONDENCE WITH LEVEL UP

5. During an inspection of Level Up on or about February 12, 2018, an Inspector reviewed with Mohanadas Level Up's obligations for all 3rd party warranties and disclosure requirements, pursuant to sections 42 and 47 of Ontario Regulation 333/08 ("Reg. 333/08"), as well as sections 5 and 7 of the Code of Ethics.

LEVEL UP's NON-COMPLIANCE

6. On or about August 15, 2022, an Inspector conducted an inspection of Level Up's books and records. The inspection revealed the following non-complaint vehicle trades as particularized and explained below.

Warranty Non-Remittal

7. On or about March 26, 2022, Level Up sold a 2007 Dodge Caliber (VIN: *****152699) to a consumer. The Bill of Sale included an extended warranty for the price of \$299. Level Up failed to ensure that the consumer signed the warranty contract and that a copy of the contract was immediately provided to the consumer. Level Up also failed to ensure that the warranty payments and/or documents were remitted to the warranty provider. This was contrary to sections 47(5)(a), 47(5)(c) and 47(7)(c) of Reg. 333/08, as well as sections 6(1) and 9(1) of the Code of Ethics.
8. On or about September 1, 2022, Level Up provided the warranty payments and documents to the warranty provider for the 2007 Dodge Caliber.

Failure to Make Proper Disclosures

9. On or about February 18, 2021, Level Up purchased a 2013 KIA Optima (VIN: *****19829), declared by the selling auction to have previously been registered out of the province and to have previously incurred accident damage in the amount of \$6,875. On or about February 19, 2021, Level Up sold the vehicle to a dealer but failed to disclose on the bill of sale the dollar value of the previous accident damage and that the vehicle had previously been registered out of province. This was contrary to section 5, 7(1), 9(1), 9(2) and 9(3) of the Code of Ethics.
10. On or about July 29, 2021, Level Up purchased a 2007 Jeep Grand Cherokee (VIN: *****54533) declared by the selling auction to have previously incurred accident damage in the amount of \$7,663. On or about August 20, 2021, Level Up sold the vehicle to a dealer but failed to disclose on the bill of sale the dollar value of the previous accident damage. This was contrary to section 5, 7(1), 9(1), 9(2) and 9(3) of the Code of Ethics.
11. On or about May 6, 2021, Level Up purchased a 2006 Volvo XC90 (VIN: *****88452) declared by the selling auction to have had previously incurred accident damage in three separate incidents in the amounts of \$4,213.40, \$4,326.31, and \$9,188.00 respectively. On or about May 7, 2021, Level Up sold the vehicle to a dealer but failed to disclose on the bill of sale the dollar values of the previous accident damage. This was contrary to section 5, 7(1), 9(1), 9(2) and 9(3) of the Code of Ethics.
12. On or about August 25, 2022, Level Up informed the purchaser of the 2013 KIA Optima, 2007 Jeep Grand Cherokee and 2006 Volvo XC90 of the disclosures that were missed at the time of sale for these vehicles. The purchaser has confirmed that the subsequent disclosures made by Level Up were detailed and sufficient and are entirely satisfied with the vehicles.

Consumer A

13. On or about May 30, 2023, Level Up sold a 2007 Jeep Patriot (VIN: ***432904) to Consumer A. At this time, Consumer A provided Level Up with the total purchase price of \$6,215.
14. The vehicle was agreed to be delivered in one week. Level Up failed to list the delivery date on the bill of sale and therefore did not comply with section 39(2) of Ontario Regulation 333/08. As a result, Level Up's conduct was a violation of sections 7(1), 9(1) and 9(3) of the Code of Ethics.
15. Approximately a week later, Consumer A was advised that the vehicle had not been safety certified, and a few issues still needed to be fixed. Due to the delay, Level Up agreed to waive the vehicle's licensing fee and would provide Consumer A with a free set of summer tires.
16. Consumer A advised Level Up that he needed the vehicle before he went on vacation. Level Up agreed to provide the vehicle on or about June 6, 2023, but advised the vehicle would have to be returned, so that the vehicle could be inspected and safety certified.
17. Consumer A picked up the vehicle on or about June 6, 2023, and returned the vehicle on or about June 16, 2023, for the safety certification and inspection. It was agreed upon that Consumer A would pick up the vehicle on or about June 28, 2023.

18. On or about June 28, 2023, Consumer A was advised the vehicle was still not ready for pickup.
19. On or about July 10, 2023, Consumer A advised that he was no longer willing to purchase the vehicle and requested a refund of the full \$6,215, and a reimbursement for the rental car.
20. Between on or about July 10, 2023, and on or about August 29, 2023. Consumer A repeatedly requested a full refund.
21. On or about August 29, 2023. Consumer A made a complaint to a representative of the Registrar for assistance in facilitating a refund.
22. On or about October 18, 2023, a representative of the Registrar informed Mohanadas of the complaint made by Consumer A.
23. On or about November 1, 2023, Mohanadas on behalf of Level Up provided a letter to the Registrar's representative stating Level Up attempted to courier a cheque to Consumer A on two occasions, but the cheques were undeliverable. Mohanadas confirmed that Level Up was still willing to fully refund the purchase price to Consumer A.
24. On or about November 1, 2023, in an additional letter to the Registrar's representative, Mohanadas stated that Level Up would refund Consumer A, when Consumer A removed their negative review of Level Up posted online.
25. On or about November 2, 2023, Level Up confirmed to Consumer A and the Registrar's representative that Level Up would provide a cheque in the amount of \$6,215 to Consumer A.
26. On or about November 17, 2023, Mohanadas advised the Registrar's representative and Consumer A that the cheque was ready for pick up.
27. On or about November 22, 2023, Consumer A advised that he attended Level Up's premises, and that no cheque was available for pick up.
28. Level Up failed to deliver the vehicle in the time specified, contravening section 14(1) of the *Consumer Protection Act*. As a result, Level Up has violated section 9(1), 9(2) and 9(3) of the Code of Ethics.
29. On or about June 2, 2025, Level Up reimbursed Consumer A the full purchase price of the vehicle, \$6,215.
30. Level Up failed to refund Consumer A in a timely fashion despite being unable to deliver the vehicle as agreed upon. As a result, Level Up has violated sections 9(1), 9(2) and 9(3) of the Code of Ethics.

MOHANADAS' NON-COMPLIANCE

31. As the director and person-in-charge of Level Up, Mohanadas failed to ensure that Level Up conducted its business in compliance with the Act, its regulations and the Code of

Ethics, and therefore personally contravened sections 6(2), 9(1), 9(2) and 9(3) of the Code of Ethics.

32. As particularized above, Level Up has violated the following sections of the Code of Ethics:

Disclosure of information in contracts of sale and lease:

5. A registered motor vehicle dealer who enters into a contract to sell or lease a motor vehicle to a person who is also a registered motor vehicle dealer shall ensure that the following information is disclosed in the contract:

(16) If the total costs of repairs to fix the damage caused to the vehicle by an incident exceed \$3,000, a statement to that effect and if the dealer knew the total costs, a statement of the total costs.

(19) If the vehicle previously received treatment in a jurisdiction other than Ontario that was equivalent to having had a permit issued under section 7 of the *Highway Traffic Act* or having been traded in Ontario, a statement to that effect and a statement of which jurisdictions, except if one or more permits have been issued for the vehicle under section 7 of that Act to cover at least the seven previous consecutive years.

Accountability:

6. (1) A registered motor vehicle dealer shall ensure that every registered salesperson that the dealer employs or retains to act as a salesperson carries out his or her duties in compliance with this Regulation.

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. (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.

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

(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.

Decision of the Reviewing Panel

Having reviewed and considered the Agreed Statement of Facts and written submissions provided by the Parties, the Reviewing Panel is satisfied that the evidence contained in the Agreed Statement of Facts substantiates the allegations that: (1) Level Up has breached Sections 5, 6(1), 7(1), 9(1), 9(2) and 9(3) of the Code of Ethics, O. Reg. 332/08; and (2) Mohanadas has breached Sections 6(2), 9(1), 9(2) and 9(3) of the Code of Ethics, O. Reg 332/08.

The Reviewing Panel accepted the parties' proposed resolution for the reasons below.

Reasons for Decision

The Reviewing Panel has considered the proposed resolution. It finds that the penalty achieves the goals of adequate punishment for the offence, specific deterrence of the Level Up and Mohanadas against future breaches of the code of ethics, and general deterrence for the industry showing that such breaches are considered serious and will be treated accordingly. In this particular matter, the parties agreed to the resolution. The Reviewing Panel finds that the resolution is within the range of penalties for similar acts in other matters before this Tribunal and is not contrary to the public interest.

Ontario Motor Vehicle Industry Council

Discipline Tribunal

Dated: August 12, 2025



Greg Flude, Public member
On behalf of:

Paul Eros, Registrant Member
Anne French, Registrant Member