



**Citation: Odis and WIN-CITY Motors Inc. v. Registrar, *Motor Vehicle Dealers Act* 2023 ONLAT MVDA 14603**

**Date: 2023-09-29  
File Number:14603/MVDA**

An appeal from a Notice of Proposal by the Registrar, *Motor Vehicle Dealers Act*, 2002, S.O. c. 30 Sch. B to revoke registrations

Between:

**Jimis Jay Odis and WIN-CITY Motors Inc.**

**Appellants**

**-and-**

**Registrar, *Motor Vehicle Dealers Act*, 2002**

**Respondent**

**CONSENT ORDER**

**ADJUDICATOR: Jeffery Campbell, Vice-Chair**

**Date: September 29, 2023**

## BACKGROUND

- [1] Jimis Jay Odis and WIN-CITY Motors Inc. (the “appellants”) appeal the Registrar, *Motor Vehicle Dealers Act, 2002* (the “respondent”) Notice of Proposal dated January 30, 2023 (the “NOP”) to refuse the registration of the appellant Jimis Jay Odis as motor vehicle salesperson under ss. 6(1)(a)(ii) and (iii) of the *Motor Vehicle Dealers Act, 2002, S.O. 2002, c. 30, Sch. B* (the “Act”) and to refuse the registration of the appellant WIN-CITY Motors Inc. as a motor vehicle dealer under ss. 6(1)(a)(iii) and (iv) of the Act.
- [1] The Notices of Proposal to Refuse the registrations have been appealed to the Tribunal.
- [2] The parties advised the Tribunal that they had resolved the issues in dispute and both parties have consented to the registrations of Jimis Jay Odis as a motor vehicle salesperson and WIN-CITY Motors Inc. as a motor vehicle dealer under the Act on the terms and conditions set out in Schedule A signed by both parties September 29, 2023.
- [3] Further, both parties confirmed that 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 to continue the appellants’ registrations on the terms and conditions set out on Schedule A. A copy of the agreement which was signed by both parties is attached as Schedule A to this Order.

### ON CONSENT OF BOTH PARTIES, I ORDER:

- [4] Pursuant to s. 4.1 of the SPPA and on the consent of the parties, I dispose of this proceeding without a hearing on the terms set out in the agreement signed by both parties on September 29, 2023, attached to this order as Schedule A, which Schedule A is incorporated and made part of this Order.

**LICENCE APPEAL TRIBUNAL**



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**Jeffery Campbell, Vice-Chair**

**Released: September 29, 2023**

(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

FROM: WIN-CITY Motors Inc.  
1245 Provincial Road  
Windsor, ON M8W 5V8

AND FROM: Jimis Jay Odish  
c/o WIN-CITY Motors Inc.  
1245 Provincial Road  
Windsor, ON M8W 5V8

Pursuant to subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* ("MVDA"), Win-City Motors Inc. and Jimis Jay Odish ("the Applicants") 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:

**REGISTRATION:**

1. The Applicants shall comply with all requirements of the MVDA and Ontario Regulation 333/08, the *Code of Ethics* in Ontario Regulation 332/08, the Ontario Motor Vehicle Industry Council ("OMVIC") Standards of Business Practice, 2010 and OMVIC Guidelines, as may be amended from time to time and where applicable to the wholesaler class of registration. The Applicants further agrees to read all correspondence and bulletins from OMVIC as released.
2. The Applicants shall provide the Registrar with notice in writing, within five days, of any substantive changes to their business plan or information provided in obtaining their registration, pursuant to section 31 of Ontario Regulation 333/08.
3. The Applicants shall provide the Registrar with notice in writing, within five days, of any change in the officers or directors of the corporation, pursuant to section 24 of the MVDA. The Applicants further agree to notify the Registrar of any change in partners or owner, person(s) in charge, and signing authority for the dealership. The Applicants further agree not to effect such changes without first obtaining the Registrar's prior approval, in writing.
4. The Applicants acknowledges that "trade" refers to buying, selling, leasing, advertising or exchanging an interest in a motor vehicle or negotiating or inducing or attempting to induce the buying, selling, leasing or exchanging of an interest in a motor vehicle as defined in the MVDA and pursuant to section 36 through to and including section 51 of Ontario Regulation 333/08; and is not limited to the signing of contracts. The Applicants further acknowledge that this includes attendance at

auction on behalf of the Applicants and positions commonly referred to as Sales Manager, Finance and Insurance Manager, Branch Manager, Business Manager, General Manager or any individual who has supervisory authority over salespersons.

5. The Applicants shall ensure that their registrations will not be used to trade in motor vehicles where the Applicants knows, or ought to know, that trading motor vehicles will facilitate an illegal or unethical practice.
6. The Applicants shall ensure that all personnel, agents, assignees or anyone acting on behalf of the Applicants are informed of the Terms and Conditions contained in this document to the extent necessary to ensure compliance with these Terms and Conditions.
7. The Applicants will ensure that all personnel, agents, assignees or anyone acting on behalf of Win-City Motors Inc. to trade motor vehicles will be registered as a salesperson to Win-City Motors Inc.
8. The Applicants shall not conduct business with any person acting as a motor vehicle dealer and trading in motor vehicles without first confirming that the person is registered as a motor vehicle dealer under the MVDA.
9. When registered in the wholesale class, the Applicants shall not trade in any motor vehicles other than with registered dealers and wholesale auctions.
10. The Applicants shall not have any family members involved in the operation of the dealership or its business activities, including but not limited to trading in motor vehicles on behalf of the Applicants, without having first obtained prior written approval from the Registrar.
11. Subject to the Registrar approving the Individual Application of Aseel Jameel as a salesperson for Win-City Motors Inc. dated April 22, 2022, that Aseel Jameel being the lawful spouse of Jimis Odish (Director of Win-City Motors Inc.), be exempt from the provision of condition 10 above.

#### **CLASS RESTRICTIONS:**

12. The Applicants consent that Win-City Motors Inc. is only to be registered in the wholesaler class for a period of at least **6 months**, commencing from the date of the Tribunal's order of these Terms and Conditions. The Applicants further agree not to apply for or seek registration in another class or subclass of dealer during this timeframe, either on behalf of Win-City Motors Inc. or of another dealer.
13. Win-City Motors shall only be registered as a dealer within the "Wholesaler" class of registration as defined by Ontario Regulation 333/08 during said term of the Applicant's registration in the wholesaler class.
14. The Applicants acknowledge that a Dealership Classification Change application is required to be submitted to OMVIC in order to change the class of registration.



**PREMISES:**

15. The Applicants shall operate exclusively from the location approved by the Registrar and will not invite the public to trade at the approved location, when registered in the wholesaler class of registration, as applicable.
16. The Applicants shall provide the Registrar with notice in writing, within five days of any change in the location. The Registrant further agrees not to effect such changes without first obtaining the Registrar's prior approval, in writing, which shall not be unreasonable withheld.

**BOOKS AND RECORDS:**

17. The Applicants shall maintain all books and records at the dealer's registered premises in accordance with the MVDA and pursuant to section 52 through to and including section 60 of Ontario Regulation 333/08.
18. The Applicants shall maintain books and records, which accurately record the true nature of transactions involving the trade of a motor vehicle. The Applicants will not be involved in the creation of books and records, which are false or misleading as to the true nature of a transaction involving the trade of a motor vehicle.
19. The Applicants will provide free access to books and records of the Applicants to an authorized representative of the Registrar in accordance with section 15 of the MVDA.
20. The Applicants will maintain a garage register in accordance with section 60(1) of the *Highway Traffic Act* ("HTA") and pursuant to section 57 of Ontario Regulation 333/08.
21. The Applicants will not purchase a vehicle without first ensuring that the vehicle is registered to the seller and, if it is in Ontario, in the Ontario Ministry of Transportation (MTO) records.
22. The Applicants will ensure that all vehicles purchased will be registered within 6 days in accordance with section 11 of the *Highway Traffic Act* ("HTA").
23. The Applicants will undertake to ensure that all vehicles sold will be registered in the name of the purchaser in the records of the MTO before releasing the vehicle to the purchaser.
24. The Applicants will undertake that in the event their books and records are lost, stolen or destroyed in whole or in part, the Registrar will be advised, in writing, within 5 days of the event pursuant to section 55 of Ontario Regulation 333/08; and will include all relevant documentation. The documentation will include, but is not limited to, police reports, insurance claims and affidavits. The Applicants further agrees to make all reasonable efforts to reconstitute the lost, stolen or damaged records.
25. The Applicants will obtain a receipt prior to the removal of any records by a government or professional agency; or any other person or entity, from the registered premise. Such receipt will include the recipient's name, address, telephone number, description of records taken, the time of return and signature of

recipient. The Applicants undertakes to provide the receipt to OMVIC when requested by the Registrar.

**DISCLOSURE:**

26. The Applicants shall ensure that all trades in motor vehicles are completed in accordance with section 30 of the MVDA and pursuant to sections 39, 40, 41, 42 and 43 of Ontario Regulation 333/08 and sections 4 and 5 of Ontario Regulation 332/08, where applicable.
27. The Applicants shall disclose all material facts about the motor vehicles for purchase or lease to its customers. The Applicants further agree to disclose all material facts on the Bill of Sale, in writing. The Applicants will ensure compliance with the disclosure obligation notwithstanding whether or not the vehicle has been branded through MTO. For greater certainty, a material fact is one that if disclosed could affect the decision of a reasonable person to purchase or lease the vehicle or affect the purchase price. In the case of damaged vehicles, the Applicants further agree to disclose as much detail as reasonably possible regarding the nature and severity of the damage. The Applicants undertake to conduct a reasonable amount of research into the history of all the motor vehicles under trade to ensure all material facts are disclosed.
28. The Applicants agree not to represent any charges or fees on a Bill Sale as being required by law where the charges or fees are not required by law.
29. The Applicants will comply with all requests made by the Registrar in relation to any failure to comply with disclosure obligations. Further, where the Registrar considers any information to be a material fact, the Applicants will provide reasonable compensation to a purchaser concerning a motor vehicle under trade.
30. The Applicants agree to accept full responsibility for the quality of any repairs or alterations to a motor vehicle completed by the Applicants' personnel, agents, assignees, affiliated repair facilities or anyone acting on behalf of the Applicants.

**ODOMETER:**

31. The Applicants shall not, directly or indirectly, permit the odometer reading on any motor vehicle for trade to be altered in any way. In case of a repair of a broken odometer, the Applicants will record and maintain the reading in miles or kilometers that was on the odometer, prior to the exchange or repair pursuant to section 33 of Ontario Regulation 333/08.

**ADVERTISING:**

32. The Applicants shall ensure that all advertisements placed by or on behalf of the Applicants will comply with section 36 of Ontario Regulation 333/08 as well as the *Code of Ethics* in Ontario Regulation 332/08, OMVIC Standards of Business Practice, 2010 and OMVIC Guidelines, as may be amended from time to time.



**FINANCIAL RESPONSIBILITY:**

33. The Applicants agree not to receive any new *private* sources of financing without the prior approval of the Registrar. This does not apply where the Applicants have applied on his own account and has obtained financing from a corporation registered under the *Loan and Trust Corporations Act*, *The Bank Act* or from a credit union or league to which the *Credit Unions and Caisses Populaires Act*, as may be amended from time to time.
34. The Applicants will maintain bank accounts that are compliant with section 59 of Ontario Regulation 333/08.
35. The Applicants will ensure that bank account transactions relate exclusively to the operation or financing of the business. The Applicants agree to notify the Registrar of any change in any business banking accounts.
36. The Applicants will ensure that any consumer claim made to the Motor Vehicle Dealers Compensation Fund (the "*Fund*") in relation to the Applicants, and the *Fund* determines entitlement to compensation of the claim pursuant to section 42 of Ontario Regulation 338/08; that the Applicants shall jointly and severally reimburse the *Fund* for any monies paid in relation to the claim.
37. The Applicants will comply with all federal, provincial and municipal tax obligations. The Applicants will ensure all required filings are current and submitted with required payments. All taxes collected are deemed to be trust funds and will not be used for any other purpose other than remittances to the federal, provincial and municipal government.

**CRIMINAL RECORD – JIMIS ODISH:**

38. Jimis Odish shall provide any sponsoring dealer with notice in writing of any findings of guilt, convictions and charges – within 5 days of the event. Jimis Odish shall provide the Registrar with a copy of the notification acknowledged by a signature of any sponsoring dealer.
39. Jimis Odish shall provide the Registrar with full and complete disclosure in all future correspondence and on all future applications, regardless of whether or not disclosure has been made previously to the Registrar.
40. Jimis Odish confirms that the particulars and circumstances of the findings of guilt, convictions and pending charges are substantially as disclosed to the Registrar.
41. Jimis Odish shall provide a "Police Information Check" or a report from Backcheck.com upon renewal of his registration. The Police Information Check results must include any available outstanding entries (pending charges) as well as any absolute/conditional discharges, judicial orders or stayed charges – if available.
42. Jimis Odish shall notify his sponsoring dealer and the Registrar, of the disposition of any pending charge(s) within five (5) days of same and that Jimis Odish shall comply with any and all recognizances, dispositions and/or probation orders.

**EXPIRY OF CONDITIONS:**

43. The Terms and Conditions contained in this document shall be in force and effect for a period of **two (2) years** commencing from the date of the Tribunal's order, unless otherwise specified.

**ACKNOWLEDGMENT AND UNDERTAKING:**

- 44. The Registrar is relying on the accuracy and completeness of all documents, statements or information provided by the Applicants in support of the Applicants' application for registration.
- 45. The documents, information or statements provided to the Registrar are true to the best of the Applicants' knowledge, and belief; and that full answer to all questions, inquiries and requests made by the Registrar in connection with the Applicants' application have been given.
- 46. 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.
- 47. Independent legal advice has been obtained or the Applicants have had the opportunity to obtain independent legal advice respecting consent to the Terms and Conditions contained in this document.

Signed in the City of Windsor this 29 day of September 2023.



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Jimis Jay Odish (signature)

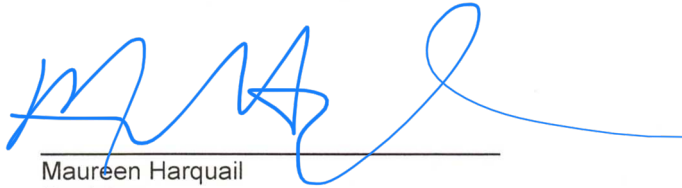


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Jimis Jay Odish (signature) I have the authority to bind Win-City Motors Inc.



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

Date: September 29 2023

A handwritten signature in blue ink, consisting of stylized, cursive letters that appear to be 'M H' followed by a long horizontal flourish.

Maureen Harquail  
Registrar