

Licence Tribunal
Appeal d'appel en
Tribunal matière de permis



DATE: 2013-10-23
FILE: 7839/MVDA
CASE NAME: 7839 v. Registrar, *Motor Vehicle Dealers Act 2002*

An Appeal from a Notice of Proposal by the Registrar, *Motor Vehicle Dealers Act, 2002*,
S.O. 2002, c. 30, Sch. B - to Revoke Registrations

1219738 Ontario Inc. o/a International Auto Sales and Luis Nicholas Gonzales
Applicants

-and-

Registrar, *Motor Vehicle Dealers Act 2002*

Respondent

REASONS FOR DECISION AND ORDER

ADJUDICATOR: E. Alan Garbe, Vice-Chair

APPEARANCES:

For the Applicants: Luis Gonzales, on his own behalf and as Agent for the corporate Applicant

For the Respondent: Jane Samler, Counsel

Heard in Toronto April 18 and 19, 2013

REASONS FOR DECISION AND ORDER

BACKGROUND

This is a hearing before the Licence Appeal Tribunal (the "Tribunal") arising out of a Notice of Proposal issued by the Registrar, *Motor Vehicle Dealers Act 2002* (the "Registrar" and the "Act" respectively.) The Notice of Proposal dated December 19, 2012, proposes to revoke the registration of the corporate Applicant, 1219738 Ontario Inc. o/a International Auto Sales, as a motor vehicle dealer and to revoke the registration of the individual Applicant, Luis Nicolas Gonazales, as a motor vehicle salesperson under the Act, (collectively the "Applicants").

REGISTRAR'S POSITION

It is the Registrar's position that the corporate Applicant:

1. failed to operate its dealership from an approved location;
2. failed to complete contracts in accordance with Ontario Regulation 333/08;
3. failed to comply with Ontario Regulation 333/08 regarding the sale of extended warranties; and
4. failed to retain records in accordance with Ontario Regulation 333/08.

The Registrar alleges that both Applicants failed to comply with the Act and in particular Section 6 and specifically that the past conduct of the Applicants affords reasonable ground for belief that the Applicants will not carry on business in accordance with the law and with integrity and honesty.

APPLICANTS' POSITION

It is the Applicants' position that the business being carried on was part-time and that mistakes may have been made, but that none of the mistakes should be interpreted to mean that they would not act within the law or without integrity or in a dishonest manner.

EVIDENCE

At the commencement of the hearing, the Notice of Proposal was entered as Exhibit 1, the Notice of Appeal was entered as Exhibit 2, the Respondent's Book of Documents, Volume I, was entered as Exhibit 3 and Volume II was entered as Exhibit 4.

The first witness called by the Respondent was identified as Consumer J, who testified that his nephew bought a 1996 Mercedes Benz, VIN WDBHA22E1TF369082, on Kijiji. This

consumer did not go to the corporate Applicant's dealership, but gave his driver's licence to his nephew in order to complete the transaction.

This consumer had never heard of either the individual or the corporate Applicant and did not recognize the bill of sale at Exhibit 3, Tab 18. The consumer stated that he believed that the vehicle had been purchased for \$3,200.00 but that his nephew would have more information. The consumer stated that he had never been told that the vehicle had been in an accident.

Consumer J's nephew testified that he did purchase for his uncle, the 1996 Mercedes Benz automobile in 2010. He stated that he found the vehicle on Kijiji and purchased it from an individual who he identified as Jamil. The nephew stated that he understood that Jamil was using the vehicle as his own vehicle and believed that he was purchasing the vehicle privately as he attended at a house in Stoney Creek. The nephew stated that he had the vehicle registered in his uncle's name and that he received the ownership when he picked up the vehicle. The nephew testified that he did not recognize the bill of sale appearing at Exhibit 3, Tab 18 and noted that the family name, as spelled on this document, was incorrect. He had been told that the vehicle was in good condition without any accidents. The nephew stated that he no longer had the vehicle as it had been sold for between \$1,300.00 and \$1,500.00.

Consumer A testified that he purchased a 1999 Mercedes Benz C230, VIN WDBHA24G4X78277, in 2010 from the individual Applicant whom he had known for approximately 10 to 12 years, as they attended the same church. The agreement was that he would purchase the car for \$9,000.00, pay \$4,000.00 as a down-payment and pay the balance over time. He gave \$2,000.00 as a deposit for which he did not receive a receipt. The consumer stated that he signed the Ministry of Transportation transfer and paid for the plate, but was told that he would not receive ownership until the vehicle was paid for. He made three further payments at the house of the individual Applicant as he had requested to do so because it was more convenient for him. He did not receive a receipt for any of the payments.

The consumer stated that he had an accident requiring surgery to his knee which caused him to be off work and unable to make further payments for the vehicle. He attempted to negotiate a different arrangement with the individual Applicant, but these efforts were unsuccessful. He confirmed that he wrote the letter appearing at Exhibit 3, Tab 4, page 85, to the individual Applicant in an effort to try and resolve the issue of his purchase of the Mercedes Benz vehicle.

Consumer A acknowledged that the statement appearing at Exhibit 3, Tab 4, page 79, was his statement with the handwritten notations. The consumer stated that he woke up one day to find the vehicle gone and called the police and ultimately determined that the Applicant had taken the car claiming that the consumer owed the Applicant money.

He acknowledged signing the bill of sale appearing at Exhibit 3, Tab 9, approximately 6 months after he had purchased the vehicle and stated that the April 20th, 2010 date was

incorrect as he had signed the document in August of 2010 and believed he had purchased the car in February of 2010. The purpose of signing the bill of sale was for financing. The consumer testified that he was told that the vehicle had been in an accident and the trunk had been damaged, but that it had been fixed. He did not find out that the air conditioning did not work until later as he bought the vehicle in the winter. When he did discover that the air conditioning did not work, he was told that the Applicant would repair it.

On cross-examination, Consumer A stated that he could not recall being given an envelope with work orders from the body shop. There were discrepancies in the amount of money that the consumer stated that he had given to the individual Applicant. He did acknowledge that he did not make the payments as agreed.

The next witness was identified as Consumer C who purchased a 2001 Mazda Protégé, VIN JM1BJ2228104Z425564 from the Applicants and stated that he did sign the bill of sale appearing at Exhibit 3, Tab 11, page 249. He identified the signature appearing under the terms of the contract number 2 as his signature. Consumer C stated that he had been told that the vehicle had been a "one owner" vehicle and not been involved in any accidents. The consumer acknowledged that he purchased the vehicle in an "as is" condition.

Consumer D gave her evidence at the hearing by teleconference. She identified the bill of sale appearing at Exhibit 3, Tab 12, page 279 as the bill of sale that she received at the time of her purchase of a Toyota Sienna, VIN 4T3ZF13CXYU175946. She dealt with the individual Applicant but could not recall whether she asked for or discussed a warranty, but indicated that her best recollection was the Applicants were not to bother with a warranty. Consumer D stated she never used the warranty, that she never thought to use the warranty and if she had any issues with the vehicle she would have brought it back to the Applicants.

Consumer I testified that he purchased a 2003 Kia Sedona, VIN KNDUP131536345873, from the Applicants in mid 2010. He identified the bill of sale appearing at Exhibit 3, Tab 17, page 387, as being the document which he signed. The consumer stated that he had known the Applicants for a long time and had bought two previous vehicles from the Applicants and had experienced no problems. With respect to the reference to the Lubrico warranty, his best recollection was that it was mentioned as a possibility and that he told the Applicants not to worry about a warranty. Consumer I stated that at the time of his purchase he was not told about the vehicle being involved in any accident and believed that if the Applicants knew that the vehicle had been in an accident, they would have told him. He stated that if he had known that there was something seriously wrong with the vehicle he would not have purchased it.

Under cross-examination, Consumer I acknowledged that he did business only at the Applicants' place of business and believed that the Applicants behaved honourably and that he would recommend the Applicants to other potential vehicle purchasers.

Consumer K stated that he had acquired a 1995 Ford Mustang, VIN 1FALP4043SF229121, from the Applicants in 2009. He recognized the bill of sale appearing at Exhibit 3, Tab 19, page 406 and acknowledged that he had signed that document. He could not recall having been told that the car had been in an accident and stated that if he had known that the vehicle had been involved in two accidents he probably would not have purchased the vehicle. He sold the vehicle approximately two years later.

On cross-examination, Consumer K stated that he felt very good about the vehicle and had had no trouble.

Jane Cameron, who gave evidence on behalf of the Registrar, stated that she was a senior inspector with the Ontario Motor Vehicle Industry Council ("OMVIC") for 15 years and that she was familiar with the Applicants' operations. The witness stated that she met with the Applicants and conducted approximately 5 inspections over the past number of years. Ms. Cameron stated that she conducted 2 inspections after 2010. When she conducts an inspection, she reviews a registrant's records and the details of vehicles purchased and sold. She also determines if any complaints have been made against the registrant

Ms. Cameron stated that on August 23, 2010, she attended at 221 Barton Street, Hamilton, Ontario, where the corporate Applicant was to have maintained its premises and was told by the landlord that the Applicants had been gone for about 3 months. Ms. Cameron tried to contact the Applicants on September 1, 2010, to advise that they needed to submit a change of address form for an approved location but was told that the individual Applicant was at work. As a result of the failure to notify the Registrar of the change of address, the Applicants' registrations were changed to inactive.

The witness identified the business change notice appearing at Exhibit 3, Tab 6, and noted that it had been received on November 8, 2010, which is several months after the actual change of location and substantially longer than the 5 days required to notify OMVIC of a change of address.

Ms Cameron made an appointment to meet with the Applicants and the results of that inspection are in the inspection report at Exhibit 3, Tab 7. The notes of that inspection are contained at pages 149 to 155 of that tab.

She discussed the dealer's responsibilities under the *Consumer Protection Act* with respect to in-house financing, the necessity to make reasonable efforts to check the history of vehicles offered for sale and the obligation of a vendor to do due diligence. The witness stated that the individual Applicant advised her that he had attended an information session which was put on by the Ministry of Transportation for the purpose of advising the industry about changes being introduced in the new Act.

Ms Cameron reviewed the Applicants' garage register, which is a document supplied by the Ministry of Transportation to be maintained by a dealer to record information regarding second hand vehicles. The information includes where the vehicle was purchased, the

odometer reading, the make and model of the vehicle. The purpose of the garage register is to track vehicles purchased and sold by a dealer.

She referred to an extract from the Applicants' garage register and noted that the most recent transactions were recorded at the beginning of the register whereas, if it was properly maintained, the register should go in ascending order by date rather than descending order by date. When the witness asked the Applicants for copies of bank statements and cancelled cheques, she was advised that they were not on the premises but maintained at the individual Applicant's residence. She told the Applicant that this practice was contrary to the Act which requires that books and records be stored on the premises for a period of six years.

Ms Cameron discussed the complaint of Consumer A with the Applicants and was told by the Applicant that he sold the car to Consumer A and financed it. The witness reminded the Applicant that he had told the complaints officer that he did not have a bill of sale. The Applicant suggested that the complaints officer must have misunderstood because he had a bill of sale but it had not been signed. The witness noted that the contract then presented to her was signed. The Applicant explained that Consumer A came in after he talked to OMVIC and signed the bill of sale. The Applicant told her that Consumer A was not making payments for the vehicle and that the Applicant had received a letter from State Farm advising that the insurance coverage had been cancelled.

Ms Cameron told the Applicant that there was no binding contract without the Consumer's signature and that he should not have released the vehicle without a completed contract.

She referred to the bill of sale appearing at Exhibit 3, Tab 9, which is the signed bill of sale for Consumer A's purchase of the Mercedes Benz and noted that this is on a non-compliant form of bill of sale, which was in use prior to the amendments to the Act. The witness noted that there were no material facts disclosed in the document and that the bill of sale reflects in-house financing and yet there was no transfer of the vehicle to the consumer. The witness referred to a Carproof claims report at page 209 of the same tab and noted that this vehicle had been damaged and that the damage should have been disclosed to the consumer. The witness stated that it also appeared that the bill of sale had been back-dated.

Ms Cameron referred to the bill of sale at Exhibit 3, Tab 10, which was for the Mercedes Benz sold to Consumer B and noted that all three copies were in the Applicants' files and that the purchaser had not signed the bill of sale.

With respect to the Mazda Protégé sold to Consumer C, the witness stated that no material facts had been disclosed, that the bill of sale was a non-compliant form and a review of the history of this vehicle indicated that it had been in two accidents, (Exhibit 3, Tab 11, page 271).

With respect to the 2000 Toyota sold to Consumer D, the form of bill of sale used was a non-compliant form.

The witness went through the records of the various other vehicles listed in the garage register and noted where there were no bills of sale in the Applicants' files or where all three copies of the bills of sale were in the Applicants' files. Further, she noted where there was no disclosure of material facts on the bills of sale even though subsequent searches indicated that various vehicles had been involved in one or more accidents.

Blake Joseph Smiley, called by the Respondent, identified himself as an investigator with OMVIC for the past 2 ½ years and before that had been a police officer with the Halton Regional Police Force for 31 years. The witness stated that one of his responsibilities was to follow up on complaints with consumers. The witness stated that his interview report for Consumer A appears at Exhibit 3, Tab 9(A). The witness stated that he also conducted interviews with Consumers B, C, E and I.

Consumer A advised the witness that he had paid \$2,000.00 at the time he looked at the car on the Applicant's lot and that the Applicant put dealer plates on the car and he drove it home. Subsequently, Consumer A paid an additional \$2,000.00 to the Applicants. As a result of an injury, Consumer A was unable to continue to make payments and could not negotiate a satisfactory resolution of the purchase of the vehicle with the Applicants.

With respect to Consumer C, the witness was told by the consumer that he did not know that the vehicle had been brought in from out of province and that he had never dealt with the Applicants before or since the purchase of the Mazda vehicle.

Mr Smiley stated from his interview with Consumer D, he learned that this consumer had never purchased a vehicle from the Applicants previously and that she did receive a bill of sale but could not locate it. The consumer believed she had an extended warranty for the engine and drive train but had not paid anything additional for the warranty. When the vehicle engine light came on, she took it back to the Applicants for repair. At the time of the interview, the consumer still owned the vehicle and had experienced only small problems with it.

The witness testified that he interviewed Consumer E and was advised that this consumer had a bill of sale and had the Lubrico warranty. The consumer had been told by the Applicant that he would hear back from Lubrico, but he never heard anything further regarding the warranty.

Mr. Smiley stated that he interviewed Consumer I, who stated that he had bought two previous vehicles from the Applicants. As both he and the Applicants spoke Spanish, it made the transactions easier. The consumer told Mr Smiley that he did not know the vehicle had been in an accident and advised that he had disposed of the vehicle in late 2011.

Mr Smiley interviewed the nephew of Consumer J, who advised that he was looking for a vehicle on Kijiji and when he found a vehicle he was interested in, he spoke to an individual

identified as Jamil. The nephew said that he did not receive a bill of sale of any sort and that he thought he was buying a vehicle from a private seller.

The national sales manager for Lubrico Inc., Peter Kukkonen, was called as a witness by the Respondent and testified that he had spoken with a representative of OMVIC and provided a list of all of the customers who had purchased Lubrico warranties through the Applicants. None of the names of the consumers referred to in this matter appeared on that list. No warranties had been issued by his company to any of those consumers and he had no records of any claims being made by those consumers.

Laura Halbert, who was called as a witness for the Respondent, stated that she had been with OMVIC for 16 years and is the director of compliance. She referred to the Notice of Proposal at Exhibit 3, Tab 1 and stated that the Registrar maintains his position with respect to the proposal to revoke the registrations of the Applicants. The witness noted that the Applicants' appeal makes reference to the matter involving Consumer A, but does not make reference to any of the other matters raised in the Notice of Proposal.

Ms Halbert stated that the inclusion of a warranty in a bill of sale is a matter of fundamental concern to the Registrar as it is a form of inducement to a consumer to purchase a vehicle. If the warranty is not remitted to the warranty issuing company, it is a breach of the contractual relationship between the consumer and the Applicants. The witness noted that the Applicants sell older low priced vehicles and are selling to the most vulnerable consumer group who can least afford problems and who may place a greater emphasis on having a warranty. Under current legislation, the warranty must be activated within 7 days of signing the bill of sale in order to protect both the consumer and the OMVIC compensation fund. The witness stated that it was an obligation of the Applicants to provide the consumer with a copy of the contract.

The obligation of a dealer to disclose material facts is an important aspect of consumer protection as it enables a consumer to be more fully informed as to the history of the vehicle. The witness stated that the disclosure obligation is an important element to the spirit of the legislation to protect consumers and does not place an onerous obligation upon the dealer.

Ms Halbert stated that in the run up to the introduction of the new Act, information sessions had been held to ensure that the industry was ready for the changes, understood the requirements to use the new form of bills of sale and the dealer's disclosure obligations. The Used Car Dealer Association had assisted OMVIC to ensure that dealers understood their new obligations. If a consumer does not have a bill of sale, the consumer does not have access to the compensation fund.

Ms. Halbert stated that the actions of the Applicants, as revealed in their dealings with the various consumers and investigated by OMVIC, gave rise to the Registrar's concerns that the Applicants will carry on business in accordance with the law and with integrity and honesty.

The witness testified that a review of the Applicants' dealings with the various consumers indicates that there are governability issues with respect to the Applicants as there was a pattern of conduct beyond one or two incidents. The witness stated that the inspection plan carried out by OMVIC created a "snap shot" of the conduct of the Applicants.

The witness noted that the fact there was only one consumer complaint, Consumer A, was not a determinative factor in determining whether the Applicants would carry on business in a lawful manner as many of the consumers interviewed did not know that they had been deprived of knowledge which could have lead to a complaint.

Under cross-examination, Ms. Halbert acknowledged that a hold had been placed on the Applicants' licence, which lasted approximately four months. The witness also acknowledged that none of the consumers had applied to the compensation fund.

Mr Gonzales testified on his own behalf and on behalf of the corporate Applicant and stated that he felt that OMVIC had treated him like a thief, which was unwarranted. The witness stated that the reasons for the delay in notifying OMVIC of a change of address were as a result of problems negotiating a sublease and that there was no intention to hide from OMVIC the fact that he had changed locations.

With respect to the renewal process, the witness stated that he had renewed the dealer's registration but forgot to renew his salesperson registration.

He acknowledged that he had made errors in processing the bills of sale and acknowledged that he had offered warranties to various consumers, but stated that in each case they had told him not to bother.

The witness stated that he was now retired from Dofasco where he had worked for 31 years and was now looking to operate the dealership as a full time business in his retirement years.

With respect to the incident involving the individual named Jamil, Mr. Gonzales stated that he had sold the vehicle to an individual who worked at a motor vehicle dealership at the same location believing he was selling it to him for his own use. Jamil subsequently brought information of another consumer, which the Applicants processed.

FACTS FOUND

1. The corporate Applicant was registered as a motor vehicle dealer on or about December 30, 1999.
2. The individual Applicant was registered as a motor vehicle salesperson on or about December 30, 1999.
3. The Applicants carried on business from premises at 221 Barton St. E., Hamilton, Ontario.

4. The Applicants changed the location of their place of business without notifying the Registrar as required under Section 24 of the Act.
5. On numerous occasions, the Applicants used non-compliant forms of bills of sale to record the sale of vehicles, contrary to the Ontario Regulations.
6. On numerous occasions, the Applicants failed to have the consumers, who were purchasing vehicles, sign the bills of sale, contrary to the Ontario Regulations.
7. On numerous occasions, the Applicants failed to provide to a purchasing consumer a copy of the bill of sale, contrary to the Ontario Regulations.
8. On numerous occasions, the Applicants failed to activate the warranty given to the purchaser, contrary to the Ontario Regulations.
9. The Applicants failed to keep proper books and records at the place of business, contrary to the Ontario Regulations.
10. On numerous occasions, the Applicants failed to disclose material facts with respect to the history of the vehicle being purchased, contrary to the Ontario Regulations.
11. On at least one occasion, the Applicants failed to provide information required pursuant to the *Consumer Protection Act*, contrary to the Ontario Regulations.

THE LAW

The authority granted to the Registrar is provided in subsection 6(2) of the Act which states:

6. (2) Subject to section 7, the Registrar may refuse to renew or may suspend or revoke a registration for any reason that would disentitle the registrant to registration under section 5 if the registrant were an applicant, or where the registrant is in breach of a term or condition of the registration.

The Registrar has proposed to revoke the registration of the Applicants as the Applicants' conduct was not in compliance with subsection 5(1)(b) of the Act, which states:

5. (1) An applicant is entitled to registration or renewal of registration by the Registrar except where,

(b) the past conduct of the applicant affords reasonable grounds for belief that the applicant will not carry on business in accordance with law and with integrity and honesty;

ISSUE

The issue before this Tribunal is whether or not the past conduct of the Applicants affords reasonable grounds for the belief that the Applicants will not carry on business in accordance with the law and with integrity and honesty.

REASONS and ORDER

The litany of examples provided by the Registrar with respect to the manner in which the Applicants conducted their business unquestionably raises concerns as to the manner in which the Applicants will conduct business in the future, if allowed to do so. It is noted that, in general, the attitude of the consumers called to testify in this hearing towards the Applicants was positive, albeit, their attitudes may be based on a lack of information.

The Tribunal does not find that the conduct of the Applicants indicates that they were willfully ignoring the laws regarding the operation of the motor vehicle dealership nor were they intentionally disregarding those regulations. The conduct of the Applicants was sloppy in the extreme, however, the Tribunal is not persuaded that the past conduct of the Applicants affords reasonable grounds to believe that the Applicants will not carry on business in accordance with law and with integrity and honesty.

There is no doubt that the practices of the Applicants must be brought into conformity with the rules and regulations of the motor vehicle industry. Following the hearing, the Tribunal requested written submissions from the parties regarding conditions, if any, that should attach to the Applicants' registrations in the event that the Tribunal did not uphold the Notice of Proposal. The last of these submissions was received on July 12, 2013. The Tribunal has carefully considered the submissions.

Based on the foregoing reasons, the Tribunal directs that the Registrar not carry out the Notice of Proposal dated December 19, 2012 to revoke the registration of the Applicants and further orders that the registrations of the Applicants shall be subject to the following conditions.

1. Mr Gonzales shall successfully complete the OMVIC certification course within three months of the date of this order.
2. The Applicants shall retain the services of Matthew Langford (dealer number

2322080) who has consented to act as a monitor of the activities of the Applicants, namely, to provide quarterly reports to OMVIC confirming that the Applicants are conducting the business of a dealer and salesperson in strict compliance with the law and more specifically, maintaining proper books and records and supporting documentation at the approved address of the dealership. As a monitor, Mr. Langford shall report any breach of any term or condition or the Act or its regulations to OMVIC immediately upon discovering such breach. Should Mr. Langford at any time be unable or unwilling to act in this capacity, the Applicants are to advise OMVIC within five days of receiving such notice from Mr. Langford.

3. The Applicants shall maintain a garage register in accordance with the *Highway Traffic Act* and shall maintain all books and records as required by the Act at the dealer's registered premises. The Applicants shall provide free access to the books and records of the dealer to Mr. Langford and to any authorized representative of the Registrar upon their request.
4. The Applicants shall ensure that any motor vehicle sold by the Applicants is registered in the name of the purchaser in the records of the Ministry of Transportation before releasing the motor vehicle to the purchaser.
5. The Applicants shall not purchase a motor vehicle on behalf of the Applicants without ensuring the motor vehicle is registered to the seller in the records of the Ministry of Transportation.
6. The Applicants shall register all motor vehicles purchased within six days in accordance with the *Highway Traffic Act*.
7. The Applicants will not be involved in the creation of books and records which are misleading as to the nature of a transaction involving the purchase, sale or lease of a motor vehicle.
8. The Applicants shall maintain records in accordance with sections 52, 53, 54, 55, 56 and 57 of Ontario Regulation 333/08 under the *Motor Vehicle Dealers Act*.
9. The Applicants shall fully and properly complete the current form of bill of sale for each and every transaction for the sale of a motor vehicle.
10. The Applicants acknowledge and agree that they are under a positive obligation to disclose in writing on the bill all material facts about a vehicle sold or leased to the Applicants' customer whether or not the Applicants agree with the disclosure and whether or not the vehicle has been landed through the Ministry of Transportation. Material facts shall include, but are not limited to, disclosure of previous salvage, accident, repairs damages, theft, used as a taxicab, police car, daily rental, limousine, emergency service vehicle or has been written off by insurance and any other material fact which may affect one's decision to purchase or lease the vehicle. In the case of damaged vehicles, the Applicants agree to disclose as much detail as

possible with respect to the nature and severity of the damage. The Applicants shall research the history of all motor vehicles prior to the sale to ensure all material facts are disclosed.

11. In the event the Applicants offer a warranty as part of the sale of a motor vehicle, the required documentation together with the appropriate fee shall be remitted to the warranty company within seven days of the sale of the motor vehicle.
12. In the event the Applicants offer to finance the purchase of a motor vehicle, the terms of such financing shall be properly documented and shall include the amount of the loan, the interest rate being charged, the amount of the repayment and the frequency of such payments.
13. The Applicants shall operate exclusively from a location approved by the Registrar and shall apply for the Registrar's approval by way of prior written notice of any change in location.
14. The Applicants shall not invite the public to deal at a place other than the dealer's approved location and shall not conduct any business related to the purchase and sale of a motor vehicle from any location other than such approved location.
15. All documents, information and statements provided to the Registrar, or which may be provided to the Registrar hereafter by the Applicants, shall be true to the best of the Applicant's knowledge and belief.
16. The Applicants acknowledge that in the event that any matter occurs related to the honesty, integrity, financial position or the compliance by the Applicants with these terms and conditions, or the Act or its regulations, the Registrar may take action to revoke their registrations.

LICENCE APPEAL TRIBUNAL


E. Alan Gafbe
Vice-Chair

Released: October 23, 2013