



**Citation:** Lu v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2021 ONLAT LLA 12705

**Date:** June 01, 2021  
**Tribunal File Number:** 12705/MVDA

Appeal under s. 9(5) of the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, c. 30, Sch. B.  
from a Notice of Proposal to Refuse a Registration.

**Between:**

**Sai Lu**

**Appellant**

and

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

**Respondent**

**REASONS FOR DECISION & ORDER**

**Adjudicator:** Jennifer Friedland

Appearances:

For the Appellant: Sai Lu, Self-Represented

For the Respondent: Husein Panju, counsel

**Date and Location of Hearing:** October 5, 6, 7, 2020  
November 16, 17, 2020; and  
February 3, 2021

## A. OVERVIEW

- [1] This is an appeal brought by the appellant, Sai Lu, from a Notice of Proposal issued by the respondent, the Registrar appointed under the *Motor Vehicle Dealers Act, 2002*<sup>1</sup> (“MVDA), to refuse the appellant’s registration as a salesperson.
- [2] The Registrar submits that the appellant is not entitled to registration on the basis that:
- pursuant to s. 6(1)(a)(ii) of the MVDA – the appellant’s past conduct affords reasonable grounds for belief that he will not carry on business in accordance with law and with integrity and honesty; and
  - pursuant to s.6(1)(a)(iii) – the appellant made a false statement in his application.
- [3] The Registrar alleges that the appellant submitted false documents to the Ontario Motor Vehicle Industry Council (“OMVIC”), to the Ministry of Transportation (“MTO”), and to Impact Auto Auctions (“Impact”). It is further alleged that he traded in motor vehicles while not registered as a dealer (referred to as “curbsiding”) and that he failed to provide disclosure in relation to the vehicles he was trading.
- [4] In his defence, the appellant submits that the allegedly false documents either were not false or were not created by him. He states that the trades he is alleged to have engaged in were for personal use or short-term rentals to people who were looking for cars to drive for Uber or Lyft. He says he did not realize that these transactions constituted trades or that they triggered disclosure obligations. He submits that when he was previously registered as a salesperson, he had no issues with compliance. He submits that he is honest and trustworthy and ought to be allowed to be registered as a salesperson.

## B. RESULT

- [5] For the reasons given below, I am directing the Registrar to carry out its proposal.

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<sup>1</sup> S.O. 2002, c. 30, Sched. B.

- [6] It is unfortunate to have to do so, as the appellant presented as a capable and kind person who likely would thrive as a salesperson. Yet there is no escaping that he, or someone on his behalf, furnished false documents to Impact in order to gain access to vehicles written-off by insurance companies. He then conducted trades with respect to those motor vehicles and did not disclose their history. These actions afford reasonable grounds to believe that he will not conduct business as a salesperson in accordance with law and with integrity and honesty.
- [7] I have given careful thought to whether the appellant could be issued a registration with conditions. For the reasons given below, I do not find conditions appropriate at the current time. Possibly, after some time has passed, the appellant can reapply as a salesperson and with appropriate supervision, he could again be registered.

### **C. STATUTORY CONTEXT AND LAW**

- [8] An individual applicant who meets the prescribed requirements for registration as a salesperson under the MVDA is entitled to registration except in certain circumstances as set out in section 6(1) of the MVDA. Those circumstances include:
- s. 6(1)(a)(ii), where the past conduct of the applicant or of an interested person in respect of the applicant affords reasonable grounds of belief that the applicant will not carry on business in accordance with law and with integrity and honesty; and
  - s. 6(1)(a)(iii), where the applicant or an employee of the applicant makes a false statement or provides a false statement in an application for registration or for renewal of registration.
- [9] At a hearing, the onus is on the Registrar to prove, on a balance of probabilities, the facts it relies on in support of its position that the appellant is not entitled to registration.
- [10] With respect to the question of whether the appellant's past conduct affords reasonable grounds to believe that business will not be carried on in accordance with the law and with integrity and honesty, the standard is somewhat less than a balance of probabilities.<sup>2</sup> I need not be satisfied that it is

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<sup>2</sup> See 2203099 Ontario Ltd. o/a Jax Bar & Grill v. Registrar, Alcohol and Gaming, 2013 CanLII 51164 (ON LAT) and Ontario (Alcohol and Gaming Commission) v. 751809 Ontario Inc. (Famous Flesh Gordon's), 2013 ONCA 157 ["751809"].

more likely than not, that the business will not be carried on in accordance with the law and with integrity and honesty. At the same time, “reasonable grounds for belief” has to be more than “mere suspicion” and will be found to exist “where there is an objective basis for the belief which is based on compelling and credible information”.<sup>3</sup> There must also be a nexus between the appellant’s past conduct and his or her ability to conduct business as a motor vehicle dealer or salesperson serving the interests of the public.<sup>4</sup>

[11] Under s. 9 (5) of the Act, following a hearing I may by order direct the Registrar to carry out its proposal or substitute my opinion for that of the Registrar. Additionally, I may attach conditions to my order or to a registration.

[12] A hearing of a notice of proposal is a hearing *de novo*. This means that I do not owe deference to the Registrar’s decision.<sup>5</sup> Thus even if I find that the appellant is not entitled to registration for the reasons set out in the entitlement provisions of the statute, I must still consider whether revocation is the appropriate remedy.<sup>6</sup>

#### **D. Evidence & Analysis**

[13] The facts on which I have based my decision were presented through documentary evidence entered as exhibits and oral testimony heard over the course of five days.

[14] I heard from the following witnesses for the Registrar:

- Three consumers – two of whom had rented vehicles from the appellant, and one who had purchased a vehicle;
- David Tenk, Manager at Impact;
- Karl Somwaru -- the owner/registered dealer of KJ Auto Sales/Approved Autoloans and Leasing (“KJ Auto Sales”), whose dealership’s registration certificate was doctored to show the appellant’s company as being a registrant and submitted to Impact;
- Sami Rashid –an investigator with Aviva Insurance;
- Bruce Mitchell –an investigator with OMVIC;
- Thomas Tu – a law clerk at OMVIC;

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<sup>3</sup> 751809, *supra*, at para. 18, citing *Mugesera v. Canada (Minister of Citizenship and Immigration)*, 2005 SCC 40 at para. 114.

<sup>4</sup> *CS v. Registrar, Real Estate and Business Brokers Act*, 2002, 2019 ONSC 1652 (CanLII) at para 32.

<sup>5</sup> *Zahariev v. Ontario (Registrar of Motor Vehicle Dealers and Salespersons)*, 2005 CanLII 44815 at paras. 7-12 (Div. Ct.).

<sup>6</sup> *Arulappu v. Registrar, Real Estate and Business Brokers Act*, 2011 ONSC 797 (Div Court) (CanLII)

- Marlene Barkey – an investigator with OMVIC; and
- Andrea Korth – business standards manager at MVIC and instructing client in this case.

[15] For the appellant, only Mr. Lu himself testified.

### ***Background***

[16] The appellant was previously registered as a salesperson under the MVDA from February 2014 until March 2019. For most of this period he worked at “Motor City”, a registered dealership. The appellant testified that he sold over 400 cars during that period. He states he never received any complaints but only positive reviews.

[17] The appellant is sole director and shareholder of 1001594 Canada Inc. (“1001corp”). He testified that he established the company so that he could be paid as a salesperson through that company and reap the tax benefits of being a corporation. He acknowledges that he has bought and sold a number of vehicles through 1001corp. He claims these were for personal use.

[18] In or around November 14, 2018, the appellant submitted an application to OMVIC for registration of 1001corp as a motor vehicle dealer. At the same time, he submitted an individual application to register himself as officer, director and salesperson (among other roles) at the proposed dealership. While the above applications were under review, the appellant left Motor City and submitted a further application to be registered as a salesperson at a different dealership – “The Approval Guys.”

[19] On April 2, 2020, the Registrar issued a Notice of Proposal to refuse the registrations of 1001corp as a dealership and of the appellant as a salesperson. The appellant appealed the proposals to this Tribunal but has since abandoned the appeal on behalf of 1001corp.

[20] It is OMVIC’s investigation into 1001corp – and specifically the furnishing of a false business licence in support of that application – that led to further investigations of the appellant and the discovery of the past conduct that the Registrar submits provides reasonable grounds to believe the appellant will not carry on business in accordance with the law and with integrity and honesty.

### ***Context of the allegations***

[21] Section 4 of the MVDA prohibits a person from trading in motor vehicles, whether as a salesperson or as a dealer, unless the person is registered under

the MVDA and is trading only from the location attached to the registration. Section 5 provides an exception for trades made by an individual on his or her own account or that of a family member, if the vehicle is used primarily for personal use.

- [22] A “trade” as defined under s.1 of the MVDA includes buying, selling, leasing, and advertising or exchanging an interest in a motor vehicle, or negotiating, inducing or attempting to induce someone to do so.
- [23] Between 2016 and 2019, the appellant bought, sold, leased, and/or advertised at least 13 vehicles through 1001corp and/or in his personal capacity purporting to operate as “Lucas’s Auto”, an allegedly registered autobody repair shop that is not actually registered in Ontario. At least 10 of these vehicles were purchased from Impact or its affiliates.
- [24] Impact manages vehicles written-off by insurance companies. Once an insurance claim is settled, Impact collects the vehicles and sells them through their weekly auction process. The majority of the vehicles sold through Impact are written-off due to accident damage. The estimate for repair is usually (though not always) included in the Bill of Sale. Of the 10 cars proven to have been purchased by 1001corp and/or Lucas’s Auto from Impact, eight had repair estimates included on the Bill of Sale, ranging from just over \$2000 to over \$20,000.
- [25] The general public cannot participate in an Impact auto auction. Rather, one must be registered as a business within the auto industry. There are several types of eligible registrants, including auto body or repair shops, scrap metal dealers, and registered motor vehicle dealers. Impact requires a registrant to provide proof of their eligibility to participate in the auction. The required documents showing government registration can be provided online. The restrictions on who may purchase a vehicle from Impact are intended to protect the public by ensuring that auction vehicles are only purchased by those who are themselves regulated by industry standards.

***False documents to Impact Auto***

- [26] The evidence in this case establishes that the appellant or someone on his behalf provided false documents to Impact in order that 1001corp or Lucas’s Auto could participate in its auctions. It is not entirely clear when some of the documents were submitted but the false nature of most of them is not in doubt.
- [27] The following false documents were proven to have been submitted to Impact:

- (a) Master Business Licence purporting to be for Lucas's Auto, an "autobody repair shop" – There is no such business registered in Ontario. The number on this licence belongs to "BestClean", a commercial cleaning company owned by the appellant as a sole proprietor. It is apparent that the legitimate Master Business Licence belonging to BestClean was doctored to look like it was issued to Lucas's Auto.
- (b) Master Business Licence for "Lu Consulting" with the business activity identified as "automotive sales" – The number on this licence does belong to a business called Lu Consulting which is owned by the appellant's father as a sole proprietor. However, its business activity is consulting, not automotive sales.
- (c) Master Business Licence for 10015954 Canada Inc. with business activity identified as "auto repair" – There is no such business registered in Ontario. The number on this licence belongs to another cleaning company also called Best Clean, owned by the appellant's father as a sole proprietor. It is apparent that this licence was also doctored to look as if the licence had been issued to 1001corp.
- (d) Various Corporate Documents for 1001corp, dated December 8, 2016 on the coversheet. This bundle of documents was submitted twice to Impact:
- i. The first set of documents appears to have been sent on January 23, 2017 by email from the appellant asking that his company name be updated to 1001corp. These documents appear to be legitimate, showing the company incorporated on January 1, 2017, which is consistent with the date shown on the corporate record search conducted by the Registrar. Notably, on this first set of documents, the "initial registered office" is the appellant's home address.
  - ii. The second set of documents is identical to the first except that the "initial registered office" has been changed to 563 Kennedy Rd. The new address is that of a legitimately registered motor vehicle dealer operating as KJ Auto Sales/Approved Auto loans and Leasing.
- (e) OMVIC Registration Certificate purporting to show 1001corp as a registered motor vehicle dealer – 1001corp is not registered as a motor vehicle dealer under the MVDA and was never registered as such. The appellant or someone on behalf of 1001corp deleted the name of the numbered company that is legitimately registered as a dealer with OMVIC

and operating as KJ Auto Sales at 563 Kennedy Rd. and replaced it with 1001corp's corporate number.

- (f) Toronto Municipal Licensing & Standards Licence purporting to have been issued to "1001594 Canada Inc. operating as KJ Auto Sales at 563 Kennedy Rd" – This was proven to be another doctored item. It is a copy of the Municipal Licence issued to Motor City, where the appellant used to work, with the name and address of Motor City removed and the false information pertaining to 1001corp inserted in its place.

- [28] The evidence showed some interaction between the appellant and KJ Auto Sales, including his attendance at that dealership to interview for a salesperson position in or around September 2018. Around the same time, he applied for and then abandoned an application to transfer his salesperson registration to KJ Auto Sales. The licence that was copied from KJ Auto Sales was issued in August 2018 and thus would have been available to the appellant during this time period.
- [29] The appellant testified that the above documents were submitted to Impact by a person I will identify here only as "Dimitri". Dimitri was not called as a witness. The appellant testified that Dimitri used to work with the appellant at Motor City, had stolen from the appellant, and then fled the country. According to the appellant, it was Dimitri's idea to register 1001corp with Impact, and any fake documents would have been prepared by Dimitri without the appellant's knowledge. He recalled that Dimitri may have asked for the Master Business Licences belonging to the appellant's other companies, but he did not understand why he wanted them. He just handed them over. The appellant said that he had Dimitri complete the registration with Impact because he (the appellant) found the process too confusing. The appellant said that either Dimitri or one of the employees at KJ Auto Sales would have created the false OMVIC documentation based on this legitimate dealer's registration certificate.
- [30] The appellant's explanations are not credible. However, even if I were to accept the involvement of "Dimitri" in the creation of these documents, it would not negate the appellant's culpability for participating in the Impact auto auctions under false pretenses. The evidence satisfies me that all the vehicles purchased from Impact were transferred to the appellant, operating as Lucas's Auto, or to 1001corp, the appellant's solely owned company of which he is the sole director.
- [31] Section 27 of the MVDA states that, "no registrant shall furnish, assist in furnishing or induce or counsel another person to furnish or assist in furnishing



any false or deceptive information or documents relating to a trade in a motor vehicle.” The appellant has breached this obligation. He was a registered salesperson during the period that the above impugned conduct occurred.

[32] Even if he were not a registrant at the time, the above conduct is dishonest

***Trading while not registered***

[33] The Registrar was able to prove that many of the vehicles purchased by 1001corp or Lucas’s Auto from Impact were then rented or leased to people who drove the vehicles for Uber or Lyft. Eight of the ten vehicles bought from Impact were ultimately sold. 1001corp also bought, sold and/or leased at least three vehicles not purchased from Impact. Many of the appellant’s vehicles were advertised on Kijiji or similar sites either for sale or for rent to Uber or Lyft drivers.

[34] It is not necessary for me to review the transactions relating to each vehicle. Suffice to say that the certified records from the Ministry of Transportation showed different people’s licence plates coming on and off many of the vehicles owned by 1001corp or Lucas’s Auto. This is consistent with those vehicles being used on a temporary basis by Uber or Lyft drivers. Two such drivers also testified at the hearing and hearsay evidence was received through the OMVIC investigators relating to other drivers who had entered into similar transactions with the appellant. As well, the appellant’s own banking records (submitted in support of his application to register 1001corp as a dealer) showed monthly deposits from some of the people whose plates were registered to the above vehicles.

[35] The appellant testified that the vehicles he purchased from Impact were for personal use. He explained that he loved cars and purchased them for the thrill of driving. He said he ran out of parking so decided to rent some of the vehicles out for Uber.

[36] While two of the vehicles purchased from Impact were BMWs – most were hardly vehicles one would associate with driving “for the thrill of it”.

[37] The appellant testified that he did not realize that renting his cars to Uber or Lyft drivers would constitute a trade. He understood this as something he could do on a personal basis, like a person who allows their residence to be used as an Airbnb.

- [38] The appellant explained that when he sold the vehicles, he thought this was also in his personal capacity. He described that at least one of the vehicles was transferred to his mother.
- [39] One purchaser was called as a witness. She bought a 2013 Chevy Cruze from the appellant after seeing it advertised on Kijiji. The vehicle was initially purchased from Impact in 2017 and then plated by at least one temporary driver before being sold two years later to this consumer. The appellant did not alert the purchaser to the history of this vehicle, including that it had been written off by insurance companies and had a repair estimate of over \$11,000 when auctioned by Impact. The appellant testified that all of the vehicles purchased from Impact would have been repaired before being driven and that they passed a safety inspection. The consumer testified that the car had problems within days of its purchase. She had paid over \$5000 for it but ended up selling it for only \$300 a few months later.
- [40] I find that, whether he was aware he was doing so or not, the appellant was engaged in motor vehicle trades within the meaning of the MVDA. The vehicles were not for personal use. They were bought, sold and leased by 1001corp and/or Lucas's Auto, neither of which is a registered dealer under the Act. The appellant was "curbsiding."

***False Documents to MTO***

- [41] The Registrar was able to prove that the appellant took ownership of at least two of the vehicles purchased from Impact under the Registration Identification Number (RIN) associated with Lucas's Auto which, as detailed above, is not a registered business in Ontario. The same false Master Business Licence, purporting to be for Lucas's Auto but in fact registered to the appellant's cleaning business, was provided to the MTO in support of those registrations.
- [42] The Registrar submits that the appellant provided further false documents to MTO by certifying on at least two registrations that the vehicle was insured when, according to the Registrar, it was not. The appellant or someone on his behalf ("probably Dimitri," the appellant suggests), had written "RBC Inc." as the provider and "Binder" as the policy on these registrations. An insurance investigator for Aviva (which had assumed the RBC portfolio) explained that Binder was a term used to bind the policy until a policy number could be issued. He found no policy was ever registered to the appellant or Lucas's Auto and did not think that RBC provided "binders."

[43] The appellant submits that writing “Binder” was not a false statement if the policy was pending and that insurance is not required if the car is not going to be driven. He testified that the Uber drivers renting his vehicles were expected to provide their own insurance.

***Failing to make Disclosure***

[44] The Registrar submits that when the appellant conducted the above trades, he failed to provide disclosure to consumers contrary to the *Consumer Protection Act, 2002*<sup>7</sup> (“CPA”). The Registrar submits that the CPA applies to the appellant’s transactions because they were business transactions.

[45] The Registrar submits that the appellant failed to make required disclosure relating to leased goods, failed to disclose material facts in relation to the various trades, and engaged in “unfair practice” as defined under the CPA by making false, misleading or deceptive representations. The Registrar submits that the extensive repair costs and former total losses on the vehicles are material facts that ought to have been disclosed.

[46] I find it unnecessary to decide whether the CPA applies to the impugned transactions. Even if it does not, the Registrar has proven that, at least in relation to the vehicles leased or sold to the consumers called as witnesses, no disclosure was provided.

[47] Hearsay evidence from at least one other consumer showed that he was also not aware that the vehicle purchased from the appellant had been in an accident and had been declared a write-off by insurance companies.

[48] The appellant testified that it is a “buyer beware” situation when the sale is private and not through a dealer. This position does not help the appellant. Even a private buyer ought to be treated fairly and honestly by the seller.

***False Document to OMVIC***

[49] The above conduct came to OMVIC’s attention only after the appellant had submitted an application on behalf of 1001corp to become a registered dealer. As part of that process he was asked to produce a Master Business Licence. The Master Business Licence provided to OMVIC was another false document. It purported to be for “10015954 Canada Inc./Car Loan Approved”. However, as already noted, 1001corp is not a registered business in Ontario. Rather, its name and address had been pasted onto a business licence belonging to a

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<sup>7</sup> S.O. 2002, c. 30, Sched. A.

consulting company registered in the appellant's personal name and owned by him as a sole proprietorship.

- [50] As a result of the investigation that uncovered the false nature of the above document, the appellant and 1001corp were subsequently charged under the *Provincial Offences Act*<sup>8</sup> with furnishing false information in an application contrary to s. 32(1)(a) of the MVDA, and with carrying on business under an unregistered name, contrary to s.2(1) of the *Business Names Act*.<sup>9</sup>
- [51] On August 7, 2019 the appellant pleaded guilty personally and on behalf of 1001corp to the first count – that of furnishing false documents to the Registrar. The other charge was withdrawn. The corporation was fined \$3500. The appellant was given a suspended sentence.
- [52] The transcript of the appellant's guilty plea was before me. He specifically noted on the record that he did not create the document but agreed that he had furnished it to the OMVIC. At the hearing, he testified that he simply forwarded the Master Business Licence that was on his computer and reiterates that he did not create that document, saying again that it would have been Dimitri.
- [53] Shortly after that plea, further charges were laid against the appellant in relation to the other past conduct described above. Those charges remained outstanding as of the time of this hearing.

## **E. Analysis**

- [54] The Registrar has proven, on a balance of probabilities, that the appellant provided false documents to OMVIC, to the MTO, and to Impact. The Registrar has further proven that the appellant engaged in trades while not registered as a dealer and other than in his capacity as a registered salesperson. In at least three of those trades, no disclosure was provided.
- [55] Regardless of whether the appellant knew that advertising, leasing and/or selling vehicles "curbside" constituted trades within the meaning of the MVDA, or that the CPA applied to him, it is the underlying deceit of falsely posing as a registered dealer or autobody shop so that he could participate in the Impact auctions that cannot be overlooked.

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<sup>8</sup> R.S.O. 1990, c. P. 33.

<sup>9</sup> R.S.O. 1990, c. B. 17.

- [56] I find that the appellant clearly knew or ought to have known that he was not entitled to purchase vehicles from Impact without being legally registered as a dealer or auto repair shop. Those rules are there to protect consumers. The risk otherwise is what transpired in this case – where a person who is not registered as a dealer is able to purchase vehicles written-off by insurers and in most cases requiring extensive repairs, then sell or lease those vehicles to unwitting consumers without disclosing their history.
- [57] Even if I were to accept the appellant’s explanation that someone else created the documents submitted to Impact, the evidence shows that the deception was all to the appellant’s benefit as the owner and sole director of 1001corp and/or Lucas’s Auto.
- [58] I find this underlying deceit provides reasonable grounds to believe that the appellant will not carry out business in accordance with the law and with integrity and honesty.

***Whether conditions might be appropriate.***

- [59] The appellant ably presented case law at the end of the hearing to suggest that he could be registered with conditions even if I found there were reasonable grounds to believe he would not act in accordance with the law and with integrity and honesty. The appellant referred me to *11524 v. Registrar, Motor Vehicle Dealers Act, 2002*<sup>10</sup>, which is a case where the appellant was found to have committed an elaborate scheme to defraud two automotive financing companies and was eventually granted registration as a salesperson with conditions by the Tribunal. However, this case is distinguishable from the facts before me. A primary difference is that in that case the impugned past conduct had occurred over a decade prior and, since then, the appellant had been registered in another highly regulated industry without issue. The Tribunal found that the passage of time and other factors constituted a material change in circumstances, and that the appellant could again be registered with conditions on his registration.
- [60] The appellant also referred me to *6083 v. Registrar, Motor Vehicle Dealers Act, 2002*,<sup>11</sup> a case in which the appellant had pleaded guilty to fraud over \$5,000 in an industry-related crime that included improperly removing VIN numbers on vehicles. The Registrar sought to revoke the appellant’s registrations but the Tribunal found that the appellant had mitigated his wrongdoing by, among other

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<sup>10</sup> 2019 CanLII 83885 (ON LAT).

<sup>11</sup> 2011 CanLII 88464 (ON LAT).

things, pleading guilty, cooperating with the police, taking steps to educate himself to avoid wrongdoing in the future and, most of all, by spending over \$60,000 to buy back the vehicles in question.

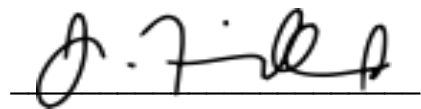
- [61] I have given careful consideration to whether allowing the appellant to be registered with conditions could be an appropriate outcome. One factor that weighs against doing so is the appellant's downplaying of the essence of the wrongdoing in this case. While it is to his credit that he pleaded guilty to the charge of furnishing a false document to the Registrar and to his credit that he applied to become a registered dealer instead of continuing to curbside, he has not acknowledged the wrongfulness of relying on false documents to participate in the Impact auctions. As I indicate above, even if it is true that he is not the one responsible for creating the false documents, there is no getting around the fact that he is the one who benefited from the deceit, yet he continually danced around that fact during the hearing.
- [62] This is not to say that the appellant won't ever be able to rehabilitate himself and show he can be trusted to act with integrity and honesty and in accordance with the law as a registrant under the MVDA. Pursuant to the s. 12 of the MVDA, the appellant will have the opportunity to re-apply as a salesperson after a prescribed period of time, provided he can show that new or other evidence is available or that there has otherwise been a material change in circumstances.
- [63] I will also add that I may have been more open to considering conditions as a possible outcome had there been evidence that the appellant's prospective employer was aware of the appellant's past conduct and was nonetheless willing to provide supervision and monitoring of the appellant as a salesperson. However, the appellant had no such person to vouch for him at this hearing. In fact, it was apparent that he did not necessarily even still have a job prospect at the dealership specified in his application. While my own view cannot bind the Registrar or a future adjudicator, it may be that a supportive employer aware of the appellant's past conduct could constitute a material change in circumstances.
- [64] I do accept the appellant's evidence that he has been passionate about cars since he was a teenager and that he was previously a registered and successful salesperson against whom there were no complaints. I further found him to be capable and determined during this hearing, as well as smart.
- [65] Nonetheless, based on the above facts and analysis, I find this is not an appropriate case to allow the appellant to be registered as a salesperson under the MVDA, with or without conditions, at this time.

[66] The Registrar has proven the facts underlying the grounds for its proposal and for the reasons given above, the appropriate outcome at this time is that its proposal should be carried out.

**F. Order**

[67] Pursuant to s.9(5) of the MVDA, the Registrar is directed to carry out its proposal.

**LICENCE APPEAL TRIBUNAL**

A handwritten signature in black ink, appearing to read "J. Friedland", is written over a horizontal line.

**Jennifer Friedland, Member**

***Released: June 01, 2021***