

**LICENCE APPEAL
TRIBUNAL**

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



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

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

Citation: Marcel Motors Ltd. o/a Eastside Better Used Cars and Nitin Chopra v.
Registrar, *Motor Vehicle Dealers Act, 2002*, 2018 ONLAT-MVDA 10836

Date: 2018-06-06
File Number: 10836/MVDA

An Appeal from a proposal by the Registrar, *Motor Vehicle Dealers Act, 2002*, to
Revoke Registrations

Between:

Marcel Motors Ltd. o/a Eastside Better Used Cars and Nitin Chopra

Appellants

-and-

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

CONSENT ORDER

Order made by:

Cezary Paluch, Adjudicator

Date of Order:

May 25, 2018

Further to the case conference heard on May 25, 2018, I order that:

1. Upon the application to the Tribunal by Marcel Motors Ltd. o/a Eastside Better Used Cars and Nitin Chopra (the "Appellants") and the Registrar, under the *Motor Vehicle Dealers Act, 2002*, for issuance of a Consent Order of the Tribunal without a hearing pursuant to section 4.1 of the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22.
2. Having reviewed the written settlement signed by the Applicants and the Registrar, *Motor Vehicle Dealers Act, 2002*, and heard submissions of counsel at the case conference, as to the disposition of these proceedings which is filed and attached hereto as Schedule "A".
3. NOW THEREFORE, upon consent of the parties, this Tribunal orders that the proceedings in this matter are concluded and disposed of without a hearing on the basis of the terms set out in the said Schedule "A", which are incorporated into and made part of this Order.

LICENCE APPEAL TRIBUNAL



Cezary Paluch, Member

Released: June 6, 2018

Schedule A

TO: Licence Appeal Tribunal
530 - 20 Dundas Street West
Toronto, ON M5G 2C2

FROM: The Registrar
Motor Vehicle Dealers Act, 2002
Ontario Motor Vehicle Industry Council
65 Overlea Blvd., Suite 300
Toronto, ON M4H 1P1

AND FROM: Marcel Motors Ltd.
o/a Eastside Better Used Cars
2925 Bank Street
Ottawa, ON K1T 1N7

and

Nitin Chopra
2925 Bank Street
Ottawa, ON K1T 1N7

Pursuant to subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* ("MVDA"), Marcel Motors Ltd o/a Eastside Better Used Cars ("Eastside"), Nitin Chopra ("Chopra") 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 to register Eastside and Chopra as a general dealer and salesperson respectively based upon the following terms and conditions:

1. Eastside and Chopra agree to comply with all applicable provisions of the MVDA; its *General Regulations*, Ontario Regulation 333/08, and; its *Code of Ethics*, Ontario Regulation 332/08. Specifically, to provide a warranty provider with all warranty payments Eastside received from a purchaser within seven days, pursuant to section 47 of Ontario Regulation 333/08.
2. Eastside and Chopra agree to comply with all applicable laws relating to the trade in motor vehicles including the *Consumer Protection Act*.
3. Eastside will provide a \$30,000 CAD letter of credit in favour of the Motor Vehicle Dealers Compensation Fund within 30 days of the date of this agreement. In alternative, Eastside will provide Folger Rubinoff LLP with \$30,000 CAD who will in turn provide a letter of credit in favour of the Motor Vehicle Dealers Compensation Fund within 30 days if this agreement. The letter of credit will be returned to either the relevant financial institution or Folger Rubinoff LLP, as the case may be, after 2 years. This return is subject to the Registrar's approval, which will not be unreasonably withheld.
4. Eastside will employ a bookkeeper to manage its finances and provide his/her name and contact information within 15 days of the date of this agreement.
5. The Bookkeeper and Puran Guram will complete Georgian College's online "Automotive Record Keeping" course within 30 days of the date of this agreement.



6. For three years, Eastside will provide the Registrar with its reviewed financial statements no later than 90 days after the completion of its fiscal year.
7. Eastside will satisfy all current outstanding financial obligations to its warranty providers within 30 days of this agreement and provide proof to the Registrar thereof.
8. Eastside will satisfy the liens on both the vehicles they sell and the trade-ins they receive within 7 days of the relevant transaction date.
9. Eastside will provide the Registrar with the name and contact information of all parties providing it financing.

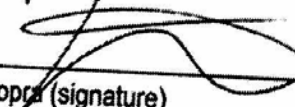
ACKNOWLEDGMENT AND UNDERTAKING:

10. The Registrar is relying on the accuracy and completeness of all documents, statements and information provided by Eastside and Chopra in support of its respective applications for registration.
11. The documents, information or statements provided to the Registrar are true to the best of the Eastside's and Chopra's knowledge, and belief; and that full answer to all questions, inquiries and requests made by the Registrar in connection with both parties' application have been given.
12. 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.
13. Independent legal advice has been obtained or Eastside and Chopra 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 Ottawa this 25 day of May, 2018.



Nitin Chopra on behalf of Eastside (signature)



Nitin Chopra (signature)



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

Date: *May 25/2018*

as per


John Carmichael
Registrar

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