



**Citation: 6534406 Canada Inc. v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2026
ONLAT 17758/MVDA**

Licence Appeal Tribunal File Number: 17758/MVDA

In the matter of an appeal from a Notice of Proposal issued by the Registrar under the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, c. 30, Sch B (the “Act”), to revoke registrations pursuant to s. 9 of the Act.

Between:

6534406 Canada Inc. o/a R&D Auto Repairs and Rikki Jeremiah

Appellants

and

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

CONSENT ORDER

ADJUDICATOR:

Jeffery Campbell, Vice-Chair

Date:

February 9, 2026

BACKGROUND

- [1] 6534406 Canada Inc. o/a R&D Auto Repairs (“R&D”) and Rikki Jeremiah (“Jeremiah”), (collectively the “appellants”) appeal from a Notice of Proposal (“NOP”) to revoke their registrations as a motor vehicle dealer and motor vehicle salesperson, respectively, issued on September 12, 2025, by the Registrar, *Motor Vehicle Dealers Act, 2002* (the “Registrar”) under the *Act*.
- [2] The parties advised the Tribunal that they had resolved the issues in dispute and both parties have consented to the registration of the appellants as a motor vehicle dealer and motor vehicle salesperson under the *Act* on the terms and conditions set out in Terms and Conditions between the appellants and the Registrar signed by the appellants on February 6, 2026 and by the Registrar on February 9, 2026. The Terms and Conditions shall constitute Schedule A.
- [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 confirm the appellants’ registrations on the Terms and Conditions set out on Schedule A. A copy of the agreements signed by all 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 on the Terms and Conditions set out in the agreement signed by the appellants on February 6, 2026 and by the Registrar on February 9, 2026, a copy of which is attached to this order as Schedule A, which Schedule A is incorporated and made part of this Order.

LICENCE APPEAL TRIBUNAL



Jeffery Campbell, Vice-Chair

Released: February 9, 2026

SCHEDULE A

LAT File No. 17758/MVDA

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: 6534406 CANADA INC. o/a R&D AUTO REPAIRS
501-509 Ottawa St North
Hamilton, ON L8H 4A9

AND FROM: RIKKI JEREMIAH

Pursuant to subsection 6(2) of the *Motor Vehicle Dealers Act, 2002*, **6534406 CANADA INC. o/a R&D AUTO REPAIRS** (the "Dealer") and **RIKKI JEREMIAH** ("Jeremiah") (collectively, the "Registrants") 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:

General

1. The Registrants 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") and OMVIC Guidelines, as may be amended from time to time.
2. The Registrants shall agree to read all correspondence and bulletins from OMVIC as released.
3. The Registrants 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.
4. The Dealer 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 Registrant further agrees to notify the Registrar of any change in partners or owner, person(s) in charge, and signing authority for the dealership. The Registrant further agrees not to effect such changes without first obtaining the Registrar's prior approval, in writing, which shall not be unreasonably withheld.
5. The Registrants shall ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrant are informed of the Terms and Conditions contained in this document to the extent necessary to ensure compliance with these Terms and Conditions.

RJ

Disclosures

6. The Registrants acknowledge 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 Dealer further acknowledges that this includes attendance at auction on behalf of the Dealer 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.
7. The Dealer 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.
8. The Dealer shall disclose all material facts about the motor vehicles for purchase or lease to its customers. The Registrants further agree to disclose all material facts on the Bill of Sale, in writing.
9. The Dealer shall ensure compliance with the disclosure obligation notwithstanding whether 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.
10. In the case of damaged vehicles, the Dealer shall disclose as much detail as reasonably possible regarding the nature and severity of the damage.
11. The Dealer shall 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.
12. The Dealer shall ensure that all vehicles purchased will be registered within 6 days in accordance with section 11 of the Highway Traffic Act.

Financial Responsibility

13. The Dealer shall not arrange, accept or receive any sources of financing from any private source without the prior written approval of the Registrar. This requirement does not apply to financing obtained from a corporation registered under the Loan and Trust Corporations Act, the Bank Act or from a credit union or league that is subject to the Credit Unions and Caisses Populaires Act, as may be amended from time to time.
14. The Dealer shall provide written notification to the Registrar, within five days, of obtaining new financing from a financial institution where there is a guarantor added, who is not an officer, director, shareholder, partner or person in charge, approved by the Registrar. This requirement includes financing obtained from a corporation registered under the Loan and Trust Corporations Act, the Bank Act or from a credit union or league that is subject to the Credit Unions and Caisses Populaires Act, as may be amended from time to time.

15. The Dealer shall comply with all federal, provincial and municipal tax obligations. The Registrant shall ensure all required filings are current.
16. The Dealer shall ensure that 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.
17. The Dealer shall provide, upon request, documents reasonably required by the Registrar to verify compliance with tax remittance obligations, including GST/HST returns and proof of payment.
18. Without limiting the generality of clause 17:
 - a. Within 30 days of the date of this Consent Order, the Dealer shall provide the Registrar with a copy of any payment plans with the Canada Revenue Agency, in a form satisfactory to the Registrar which shall set out, at minimum, the schedule, amounts, and terms of repayment; and,
 - b. Within 10 months of the date of this Consent Order, the Dealer shall provide to the Registrar, written confirmation, in a form satisfactory to the Registrar, demonstrating all the outstanding balances owed to the Canada Revenue Agency with respect to the Dealer's tax obligations have been paid in full.
19. The Dealer shall maintain bank accounts that are in good standing and compliant with section 59 of Ontario Regulation 333/08.
20. The Dealer shall ensure that bank account transactions relate exclusively to the operation or financing of the business.
21. The Dealer shall notify the Registrar of any change in any business banking accounts.
22. In the event that any consumer claim relating to the Dealer is made to the Motor Vehicle Dealers Compensation Fund (the "Fund"), and the Fund determines, pursuant to section 42 of Ontario Regulation 338/08, that compensation is payable in respect of the claim, the Dealer shall reimburse the Fund in full for all monies paid in connection with that claim.

Educational Course

23. Jeremiah shall successfully complete the MVDA Key Elements Course no later than ninety days from the date of the Consent Order and achieve a minimum score of 80% in the examination.

Acknowledgment And Undertaking:

24. The Registrar is relying on the accuracy and completeness of all documents, statements or information provided by the Registrants in support of the Registrant's application for registration.
25. The documents, information or statements provided to the Registrar are true to the best of the Registrants' knowledge, and belief; and that full answer to all questions, inquiries and requests made by the Registrar in connection with the Registrant's application have been given.

26. 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.

These terms and conditions are accepted by **6534406 CANADA INC. o/a R&D AUTO REPAIRS** and **RIKKI JEREMIAH**.

Signed in the City of Toronto this 6th day of February, 2026.

Rikki Jeremiah
Name of Authorized Representative of
6534406 CANADA INC. o/a R&D AUTO REPAIRS



I have authority to bind **6534406 CANADA INC. o/a R&D AUTO REPAIRS** (signature)

rikki@rdautomotive.ca
Business Email Address



RIKKI JEREMIAH (signature)

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

Signed in the City of Toronto this 9th day of February, 2026.



Thaya Gengatharan, Deputy Registrar, *Motor Vehicle Dealers Act, 2002*
(signing on behalf of Maureen Harquail, KC, MPA, ICD.D. Registrar, *Motor Vehicle Dealers Act, 2002*)