

DISCIPLINE DECISION

REVIEWING PANEL: Deb Mattina, Public Member
Mike Ball, Registrant Member
Joe Malfara, Registrant Member

IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE MOTOR
VEHICLE DEALERS ACT, 2002, S.O. 2002, c.30, Sch. B

B E T W E E N :

ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL)
)
- and -)
)
1638264 ONTARIO INC. o/a SIGNATURE CARS)
)
- and -)
)
MANU ARORA)
)

This matter proceeded by way of Rule 1.07 of the Rules of Practice before the Discipline Tribunal and the Appeals Tribunal. This Reviewing Panel has reviewed and considered written materials from the Parties together with a waiver of the requirement for an oral hearing and hereby makes the following Order:

Date of Decision: November 25, 2025

Findings: **1638264 Ontario Inc. o/a Signature Cars (the “Dealer”) has breached the following:**

- Sections 4(2) and 9(3) of the Code of Ethics, O. Reg. 332/08

Manu Arora (“Arora”) has breached the following:

- Sections 6(2) and 9(3) of the Code of Ethics, O. Reg. 332/08

Order:

1. The Dealer shall pay a fine in the amount of **\$3,750** no later than 180 calendar days from the date of the Discipline Tribunal's Order.
2. Arora shall successfully complete the MVDA Key Elements Course no later than 180 calendar days from the date of the Discipline Tribunal's Order.
3. The Dealer shall **offer** to all current and future salespersons, employed by the Dealer, to **fund** their completion of the MVDA Key Elements Course, no later than 180 calendar days from the date of the Discipline Tribunal's Order.

Overview

This matter proceeded on the basis of an Agreed Statement of Facts, dated October 22, 2025 a jointly proposed disposition and a waiver of oral hearing, pursuant to Rule 1.07 of the Rules of Practice before the Discipline Tribunal and the Appeals Tribunal. The Agreed Statement of Facts states in relevant part as follows:

Withdrawals:

The allegations contained in paragraphs 5, 6, 7, 8, 9, and 13 of the Notice of Referral to Discipline ("NORD") dated July 4, 2024, are withdrawn.

The allegations contained in paragraphs 17, 18, and 19 of the Notice of Further and Other Particulars ("FAOP") dated March 3, 2025, are withdrawn.

Background:

1. On or about November 14, 2013, 1638264 Ontario Inc. o/a Signature Cars (the "Dealer") was first registered as a motor vehicle dealer under the Act.
2. On or about July 26, 2011, Manu Arora ("Arora") was first registered as a motor vehicle salesperson under the Act. At all material times, Arora has been registered to the Dealer and has been the sole Person in Charge of the day-to-day activities of the Dealer, and its sole Officer and Director.

OMVIC Publications

3. Since the Act was proclaimed in 2010, OMVIC has issued various educational materials, including publications, webinars and guidelines, reminding registrants of their all-in pricing obligations. Educational materials continue to be available on OMVIC's website.

Dealer's Non-Compliance:**2024 Toyota Corolla XS**

4. On or before November 15, 2023, the Dealer advertised a 2024 Toyota Corolla XSE (VIN# *168761) with an advertised price of \$38,990, plus taxes and licensing.
5. On or about November 15, 2023, a representative of OMVIC (the "Representative") attended the Dealer's premises and made inquiries about the vehicle, while posing as a member of the public (also known as a 'mystery shop').

6. The Representative met with a salesperson and was provided with a worksheet for the sale of the vehicle. The worksheet indicated that the selling price of the vehicle was \$38,990 (plus \$700 for certification) and the following additional required fees:

\$595 Doc Fee
\$10 OMVIC Fee

7. The Dealer thereby failed to ensure that its advertised price was all-inclusive. The addition of the \$595 'Doc fee' and the \$10 'OMVIC fee' are contrary to the Dealer's all-in price advertising obligations, pursuant to section 36(7) of O. Reg. 333/08. The Dealer thereby also violated sections 4(2) and 9(3) of the Code of Ethics.

2023 Toyota Crown Platinum

8. On or before August 15, 2024, the Dealer advertised a 2023 Toyota Crown Platinum (stock # SC5152) (VIN# *002339) with an advertised cash price of \$55,490, (finance price \$53,990) plus taxes and licensing.

9. In the body of the fine print below, the advertisement also stated:

“ CERTIFICATION* As per OMVIC regulations: Vehicle is not driveable, not certified and not e-tested. Certification is available for \$799. ”

10. The additional certification fee was not set out in a clear, comprehensible and prominent manner. As such, the Dealer failed to comply with its all-in price advertising obligations, pursuant to section 36(7) of O. Reg. 333/08. The Dealer thereby also violated sections 4(2) and 9(3) of the Code of Ethics.

Arora's Non-Compliance:

11. As the Person in Charge, Arora failed to ensure that the Dealer conducted its business in compliance with the Act, its regulations, and the Code of Ethics and thus personally contravened sections 6(2) and 9(3) of the Code of Ethics.

12. As particularized above, the Dealer has violated the following section of the Code of Ethics:

Disclosure and marketing

s. 4(2) A registrant shall ensure that all representations, including advertising, made by or on behalf of the registrant in connection with trading in motor vehicles, are legal, decent, ethical and truthful.

13. As particularized above, the Dealer and Arora have violated the following section of the Code of Ethics:

Professionalism

s. 9(3) A registrant shall use the registrant's best efforts to prevent error, misrepresentation, fraud or any unethical practice in respect of a trade in a motor vehicle.

14. As particularized above, Arora has violated the following section of the Code of Ethics:

Accountability

s. 6(2) A registered salesperson shall not do or omit to do anything that causes the registered motor vehicle dealer who employs or retains the salesperson to contravene this Regulation or any applicable law with respect to trading in motor vehicles.

Decision of the Reviewing Panel

Having reviewed and considered the Agreed Statement of Facts and written submissions provided by the Parties, the Reviewing Panel is satisfied that the evidence contained in the Agreed Statement of Facts substantiates the allegations that: the Dealer has breached Sections 4(2) and 9(3) of the Code of Ethics, O. Reg. 332/08 and Arora has breached Sections 6(2) and 9(3) of the Code of Ethics, O. Reg. 332/08.

The Reviewing Panel accepted the parties' proposed resolution for the reasons below.

Reasons for Decision

The Parties submitted that the Panel ought to accept the agreed upon penalty and fine of \$3,750 for two instances of all-in pricing violations. Their submission notes that the allegations arose out of a mystery shop by an OMVIC representative posing as a member of the public and that there was no actual harm to a consumer. They submitted that the agreement was arrived at through many months of negotiations. The Parties acknowledge certain evidentiary concerns and the passage of time regarding this case.

In reaching the agreement, the Parties acknowledge that the Dealer is not a large operation, and that its financial circumstances were considered in arriving at an appropriate fine amount. The Parties further acknowledge that a fine amount of \$3,750 for two instances of all-in pricing violations are somewhat on the lower end, however, it is not so unhinged as to bring the administration of justice into disrepute in these circumstances.

The Parties submit that this agreement demonstrates a concerted effort to look at each matter on its own merits and that this settlement ought to be accepted by the Discipline Tribunal. They further submit that this settlement is in the public interest.

The Parties submit that this is the Dealer's and Arora's first time before the Discipline Tribunal, despite having been in the industry for over 10 years. There is also no history of Registrar's warning letters on the issue of advertising concerns. The Parties also note that the long-standing positive history of these registrants was a significant contributing factor in reaching this resolution. They submit this settlement is also within the range of acceptable outcomes, and it not so unhinged from similar penalties, as outlined in these recent decisions of this Discipline Tribunal: *OMVIC vs. Leggat Discovery Motors Inc. o/a Leggat Discovery Ford et al.* (2025) and, *OMVIC vs. Brantford Auto LP o/a Brantford Honda et al.* (2025).

The Panel accepts the submissions of the Parties. There were a few concerns expressed by members of the Panel, that after approximately ten (10) years in business, this Dealer would suddenly depart from all in pricing regulations.

The Panel has the authority to accept or reject the agreement, but not to alter it in any way (without agreement or request of both Parties). As such the Panel accepts that, while it has concerns that a Dealer who has been in business for this long would make such mistakes, the Panel is confident that the educational component of the MVDA Key Elements Course should provide the necessary regulatory components to reinform the Dealer of their obligations to abide by all in pricing requirements.

As the Parties submitted, the Panel acknowledges that in considering whether to reject a joint submission, the legal test to apply is whether or not it is in the 'public interest'. The public interest test is set out in the Supreme Court's ruling in *Anthony-Cook*¹. In that case, the Court stated:

Under the public interest test, a trial judge should not depart from a joint submission on sentence unless the proposed sentence would bring the administration of justice into disrepute or would otherwise be contrary to the public interest.²

The public interest test was adopted by the Divisional Court in the context of professional regulation in *Bradley*³.

The proposed penalty, fine amounts and course requirements for remedial effect, would be in the public interest to be so ordered by this Discipline Tribunal. The Panel finds that this settlement does not "bring the administration of justice into disrepute" nor is it so unhinged from the circumstances of the offence and the offender⁴.

Regarding mitigating circumstances, the parties agree that the circumstances involved in this matter include two instances of all-in pricing violations, which were discovered during the course of a mystery shop and compliance review. The incidents of non-compliance were not a result of a consumer complaint and there was no actual harm to a consumer.

The Respondents have admitted to violating the Code of Ethics. This indicates they have taken responsibility for the misconduct, accept the penalties, and ought to take care to avoid future non-compliance. The Parties submit that through diligent efforts on the part of both parties and negotiating in good faith, this settlement has saved the time and expense of proceeding to a contested hearing. The Panel acknowledges that parties are encouraged to reach a settlement and uphold the Discipline Tribunal's objective of proceeding in a fair, timely and efficient manner, per Rule 1.02 of the Discipline Tribunal Rules of Practice.

Upon careful consideration of the Parties' submissions and relevant case law, the Panel accepts the settlement proposal. The Panel considered all the relevant factors and has considered the sentencing principles of specific and general deterrence, maintaining public trust, and the objectives of rehabilitation and remedial action. As such, the Panel affirms that the proposed settlement is in the public interest.

Ontario Motor Vehicle Industry Council
Discipline Tribunal

Dated: November 25, 2025



Deb Mattina, Public Member

On behalf of:
Mike Ball, Registrant Member
Joe Malfara, Registrant Member

¹ *R. v. Anthony-Cook*, 2016 SCC 43

² *Anthony-Cook* at para. 32

³ *Bradley v. Ontario College of Teachers*, 2021 ONSC 2303

⁴ *Anthony-Cook* at para. 32