

## DISCIPLINE DECISION

REVIEWING PANEL: Sherry Darvish, Public Member  
Chris Pinelli, Registrant Member  
Paul Repar, 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 :

<b>ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL</b>	)
	)
- and -	)
	)
<b>DE WILDT CAR SALES LIMITED O/A DE WILDT CHRYSLER DODGE JEEP</b>	)
	)
- and -	)
	)
<b>MIRIAM KATHERINE DeWILDT</b>	)
	)

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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:** March 13, 2026

**Findings:** **De Wildt Car Sales Limited o/a De Wildt Chrysler Dodge Jeep (the “Dealer”) has breached the following:**

- Sections 6(1), 8(2), and 9(1) and 9(4) of the Code of Ethics, O. Reg. 332/08

**Miriam Katherine DeWildt has breached the following:**

- Sections 6(2), 8(2), and 9(1) and 9(4) of the Code of Ethics, O. Reg. 332/08

### **Order:**

1. De Wildt Car Sales Limited o/a De Wildt Chrysler Dodge Jeep (the “Dealer”) shall pay a fine in the amount of **\$1,500** no later than ninety (90) calendar days from the date of the Discipline Tribunal’s Order.
2. Miriam Katherine DeWildt (“Miriam DeWildt”) shall successfully complete (with a passing grade of at least 80%) the MVDA Key Elements Course, no later than ninety (90) 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 Automotive Certification Course, no later than ninety (90) 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 January 23, 2026, 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 against Richard M DeWildt, Jordan William DeWildt, and Michael Christopher De Wildt, contained in paragraphs 2-4 and 17-19 of the Notice of Referral to Discipline (“NORD”) dated September 19, 2025, are withdrawn.

### **Background**

1. The Dealer was first registered as a motor vehicle dealer in and around February 1983.
2. Miriam Katherine DeWildt (“Miriam DeWildt”) was first registered as a salesperson in and around September 1983. At all material times, Miriam DeWildt has been an Officer and a salesperson responsible for the day-to-day activities of the Dealer.

### **Dealer’s Non-Compliance:**

3. On or about May 1, 2025, a consumer (the “Consumer”) paid a \$2,000 deposit to the Dealer, with the intent to purchase a 2025 Jeep Grand Cherokee (VIN# \*688240) from the Dealer. However, the parties did not sign a retail bill of sale at the time the Consumer paid the deposit to the Dealer.
4. On or about May 6, 2025, the Consumer requested the Dealer to cancel the transaction and provide her with a refund of the \$2,000 deposit. On or about May 6, 2025, the Consumer’s spouse met with Miriam DeWildt at the Dealer’s premises. The Dealer only agreed to refund \$1,800 and withheld \$200 to cover the Dealer’s costs towards the vehicle’s licensing and registration.

5. On or about May 7, 2025, the Consumer and Miriam DeWildt communicated about the remaining \$200 deposit via email. Miriam DeWildt, on behalf of the Dealer, refused to refund the \$200 to the Consumer. On or about May 7, 2025, the Consumer filed a complaint with a representative of the Registrar.
6. On or about May 29, 2025, a representative of the Registrar (the "Representative") contacted Miriam DeWildt by phone and informed her about the Dealer's obligation to return the entire deposit, pursuant to section 38 of O. Reg. 333/08.
7. On or about May 30, 2025, the Representative sent a letter (the "Letter") to the Dealer via email, with attention to Miriam DeWildt, regarding the Consumer's complaint and requested the Dealer to provide, within 5 business days, a written response explaining the Dealer's position with respect to the complaint, a written statement explaining any offers the Dealer has made or is willing to make to resolve the complaint, and copies of various documents relating to the transaction. The Letter also reminded the Dealer of its obligation to immediately return the deposit under section 38 of O. Reg. 333/08, as well as its obligation to respond to the request for information and provide the requested documentation, pursuant to section 14 of the Act.
8. On or about May 31, 2025, Miriam DeWildt, on behalf of the Dealer, requested an extension until June 13, 2025 to provide a response to the Letter. On or about June 2, 2025, the Representative granted the request.
9. On or about May 31, 2025, the Dealer sent an email to the Representative, stating that the Consumer had an intent to purchase the vehicle until a competing dealer intervened.
10. On or about June 2, 2025, the Representative replied to Miriam DeWildt and the Dealer via email, stating that the Dealer could not claim any liquidated damages related to the transaction, because a retail bill of sale had not been signed.
11. On or about June 12, 2025, Miriam DeWildt, on behalf of the Dealer, sent a written response to the Representative. The Dealer's written response explained that financing had been approved for the Consumer, while also providing further details about an attempt by a competing dealer to solicit the Consumer with a better deal for the same vehicle. The Dealer again refused to refund the remaining \$200 of the deposit to the Consumer. On or about June 13, 2025, Miriam DeWildt, on behalf of the Dealer, provided to the Representative the requested documentation related to this transaction.
12. The Representative was unable to facilitate a resolution between the Consumer and the Dealer.
13. As such, the Dealer failed to immediately return the full deposit, which is a violation of section 38 of O. Reg. 333/08, as well as sections 8(2) and 9(1) and (4) of the Code of Ethics.
14. The Dealer also failed to ensure its salespersons, in relation to the 2025 Jeep Grand Cherokee, carried out their duties in compliance with the Code of Ethics, thereby contravening section 6(1) of the Code of Ethics.
15. After the Dealer received the NORR, it has acknowledged its obligation to refund the entirety of the deposit pursuant to section 38 of O. Reg. 333/08 and returned the \$200 to the Consumer.

### **Miriam DeWildt's Non-Compliance:**

16. As the salesperson representing the Dealer in communications with the Consumer and the Representative, Miriam DeWildt 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), 8(2), and 9(1) and (4) of the Code of Ethics.

### **Code of Ethics Violations**

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

#### *Accountability*

- s. 6(1) A registered motor vehicle dealer shall ensure that every registered salesperson that the dealer employs or retains to act as a salesperson carries out his or her duties in compliance with this Regulation.

18. As particularized above, the Dealer and Miriam DeWildt have violated the following section of the Code of Ethics:

#### *Respect*

- s. 8(2) Registrants shall carry on business ethically and with respect for the rights and interests of the persons with whom they do business.

#### *Professionalism*

- s. 9(1) In carrying on business, a registrant shall not engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming of a registrant.

- s. 9(4) 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.

19. As particularized above, Miriam DeWildt 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 6(1), 8(2), 9(1) and 9(4) of the Code of Ethics, and Miriam Katherine DeWildt has breached Sections 6(2), 8(2), 9(1) and 9(4) of the Code of Ethics.

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

## **Reasons for Decision**

The penalty is consistent with previous decisions of OMVIC with respect to similar breaches of the Code of Ethics and it is in the public interest. The Panel is satisfied that the penalty does not bring the administration of justice into disrepute and that the penalty will serve as a deterrent to prevent future breaches of the Code of Ethics. The Panel also noted that the registrants did not have previous appearances before the Discipline Tribunal and this served as mitigating factor that was considered by the Panel is accepting the proposed penalty.

Dated: March 13, 2026

Ontario Motor Vehicle Industry Council  
Discipline Tribunal

\_\_\_\_\_ S. Darvish \_\_\_\_\_  
Sherry Darvish, Public Member

On behalf of:  
Chris Pinelli, Registrant Member  
Paul Repar, Registrant Member