



Citation: Haitham Dabaja and 1945465 Ontario Inc. v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2025 ONLAT MVDA 17495

Licence Appeal Tribunal File Number: 17495/MVDA

In the matter of an appeal from a Notice of Proposal to Revoke Registration under section 9 of the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, C. 30, Sch. B (the "Act"), and an Immediate Temporary Suspension Order ("ITSO") issued under section 10 of the Act.

Between:

Haitham Dabaja and 1945465 Ontario Inc. (a.k.a. HD Auto Sales)

Appellants

and

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

CONSENT ORDER

ADJUDICATOR: Jeffery Campbell, Vice-Chair

Date: October 10, 2025

BACKGROUND

- [1] On July 29, 2025, the Registrar under the Act (the “respondent”) issue a Notice of Proposal to Revoke registration (“NOP”) under section 9 of the *Act* and an Immediate Temporary Suspension Order (“ITSO”) under section 10 of the *Act*. Both the NOP and the ITSO were issued to the appellants—for clarity that being Haitham Dabaja (“Mr. Dabaja”) as a salesperson under the *Act*, and 1945465 Ontario Inc., a.k.a. HD Auto Sales (the “Dealer”) as a dealer under the *Act*, together the “appellants.” Mr. Dabaja is allegedly the Director, Person-in-Charge, General Manager and authorized signatory for the Dealer.
- [2] On August 13, 2025, the appellants appealed the NOP to the Licence Appeal Tribunal (the “Tribunal”).
- [3] 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 a motor vehicle salesperson under the *Act* on the terms and conditions set out in Terms and Conditions between the appellants and the respondent signed by the appellants and the respondent on October 9, 2025. The Terms and Conditions shall constitute Schedule A.
- [4] 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”), the 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 of Registration 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 THE PARTIES, I ORDER:

- [5] 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 of Registration set out in the agreement signed by the appellants and the respondent on October 9, 2025, 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: October 10, 2025

SCHEDULE "A"

Inspection and Outstanding Documents

An inspection of your premises and books/records has been scheduled to ensure you are in compliance with the *Motor Vehicle Dealers Act* (MVDA 2002), as per the agreed upon Terms and Conditions dated **October 9, 2025**.

The Inspection is scheduled for **10am on October 30, 2025** at 1065 Wyandotte Street East, Windsor.

The following outstanding documents for the past **twelve (12) months** must be available on site for review; this includes but is not limited to:

- All purchases and corresponding sale/lease contracts (wholesale/retail) and their corresponding Deal Files
- Safety Standards Certificates and Repair Invoices
- Warranty Documents and proof of warranty premium remittances
- Garage Register for the Dealer
- Banking Records (bank statements and cheques issued)
- Floor Plan Records, if applicable
- Payroll Records
- Example of recent online and print advertisements (for recently sold vehicles, if applicable)
- OMVIC Transaction Fee Report
- Dealership's HST Netfile and/or Notice of Assessment (NOA)
- Full Deal File for the 2016 Audi C4V (VIN ***9062)
- Full Deal File for the 2012 Chevrolet CZT (VIN ***5868)

TERMS AND CONDITIONS OF REGISTRATION

LAT File Number: 17495/MVDA

TO: License Appeal Tribunal
Tribunals Ontario
General Services
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

FROM: Registrar, *Motor Vehicle
Dealers Act, 2002* Ontario
Motor Vehicle Industry
Council #300-65 Overlea
Boulevard
Toronto, Ontario M4H 1P1

AND FROM: Haitham Dabaja

AND FROM: 1945465 Ontario Inc. o/a HD Auto Sales
1065 Wyandotte Street East
Windsor, ON
N9A 3K3

Pursuant to subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* (the "MVDA"), 1945465 Ontario Inc. o/a HD Auto Sales (The "Dealer") and Haitham Dabaja ("Dabaja") (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 for a hearing and consent to an Order of the Licence Appeal Tribunal ("Consent Order") based upon the following terms and conditions:

1. The suspension of the Registrants' registration shall continue, and the Registrants shall not reapply or seek reinstatement until such a time that all records that have been requested per "Schedule A" attached hereto and/or will be requested per paragraph 5 below have been provided to the Registrar, an inspection is conducted and the results of the inspection have been deemed satisfactory by the Registrar.
2. The Registrants will have all books and records requested per "Schedule A" present for

inspection at the scheduled full-day Books, Records and Premises inspection scheduled at **10am on October 30, 2025**, at 1065 Wyandotte Street East, Windsor. The Registrar retains the discretion to change the method by which the inspection is conducted.

3. Upon conducting the inspection, any follow-up document requests for information shall be requested by the Registrar within a reasonable time and provided by the Appellants to the Registrar within 5 (five) business days of receiving the same.

REGISTRATION

4. The Registrant will 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”) Standards of Business Practice, 2010 and OMVIC Guidelines, as may be amended from time to time. The Registrant further agrees to read all correspondence and bulletins from OMVIC as released.
5. 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 Registrants further acknowledge that this includes attendance at auction on behalf of the Registrant 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.
6. The Registrants will 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.
7. The Registrants will 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 owners, 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.
8. The Registrants will ensure that the registration will not be used to trade in motor vehicles where the Registrants know, or ought to know, that trading motor vehicles will facilitate an illegal or unethical practice.
9. The Registrants will ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrants are informed of the Terms and Conditions contained in this

document to the extent necessary to ensure compliance with these Terms and Conditions.

10. The Registrants will ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrants to trade motor vehicles will be registered as a salesperson to the Registrant.
11. The Registrants will not conduct business with any person acting as a motor vehicle dealer and trading in motor vehicles without first confirming that the person is registered as a motor vehicle dealer in accordance with the MVDA.

BOOKS AND RECORDS

12. The Registrants will maintain all books and records at the Registrant's registered premises in accordance with the MVDA and pursuant to section 52 through to and including section 60 of Ontario Regulation 333/08.
13. The Registrants will maintain books and records, which accurately records the true nature of transactions involving the trade of a motor vehicle. The Registrants will not be involved in the creation of books and records, which are false or misleading as to the true nature of a transaction involving the trade of a motor vehicle.
14. The Registrants will provide free access to books and records of the Registrants to an authorized representative of the Registrar in accordance with section 15 of the MVDA.
15. The Registrants will maintain a garage register in accordance with section 60(1) of the *Highway Traffic Act* ("HTA") and pursuant to section 57 of Ontario Regulation 333/08.
16. The Registrants will not purchase a vehicle without first ensuring that the vehicle is registered to the seller and, if it is in Ontario, in the Ontario Ministry of Transportation (MTO) records.
17. The Registrants will ensure that all vehicles purchased will be registered within 6 days in accordance with section 11 of the *Highway Traffic Act* ("HTA").
18. The Registrants will undertake to ensure that all vehicles sold will be registered in the name of the purchaser in the records of the MTO before releasing the vehicle to the purchaser.
19. The Registrants will undertake that in the event their books and records are lost, stolen or destroyed in whole or in part, the Registrar will be advised, in writing, within 5 days of the event pursuant to section 55 of Ontario Regulation 333/08; and will include all relevant documentation. The documentation will include, but is not limited to, police

reports, insurance claims and affidavits. The Registrants further agrees to make all reasonable efforts to reconstitute the lost, stolen or damaged records.

20. The Registrants will obtain a receipt prior to the removal of any records by a government or professional agency; or any other person or entity, from the registered premise. Such receipt will include the recipient's name, address, telephone number, description of records taken, the time of return and signature of recipient. The Registrants undertake to provide the receipt to OMVIC when requested by the Registrar.

CLASS RESTRICTIONS:

21. The Registrants will not trade any motor vehicles other than with registered dealers and wholesale auctions.

CRIMINAL RECORD

22. Dabaja will provide the Registrar and any sponsoring dealer with notice in writing, within five (5) days, of any findings of guilt, convictions and pending charges. Dabaja will provide the Registrar with a copy of the notification acknowledged by the signature of the sponsoring dealer.
23. Dabaja will provide the Registrar with full and complete disclosure in all future correspondence and on all future applications, regardless of whether disclosure has been made previously to the Registrar.

ACKNOWLEDGMENT AND UNDERTAKING:

24. The Registrants acknowledge that the Registrar is relying on the accuracy and completeness of all documents, statements or information provided by the Dabaja.
25. The Registrants acknowledge that the Registrar may take further administrative action, including a Proposal to Refuse to Renew, 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.
26. Independent legal advice has been obtained, or Dabaja has had the opportunity to obtain independent legal advice with respect to consenting to the Terms and Conditions contained in this document.

These Terms and Conditions are accepted by Dabaja and the Dealer,

Signed in the City of Toronto, this 9th day of October, 2025.

Haitham Dabaja

1945465 ONTARIO INC. O/A HD AUTO SALES
(signature and printed name of Authorized Representative)

Haitham Dabaja

Haitham Dabaja (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 October, 2025.


Maureen Harquail, Registrar