

DISCIPLINE DECISION

REVIEWING PANEL: Greg Flude, Public Member
Jon Lemaire 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 :

ONTARIO MOTOR VEHICLE)
INDUSTRY COUNCIL)
- and -)
1548704 ONTARIO INC)
O/A BOLTON HONDA)
- and -)
DANIEL HECKBERT)
)

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: April 2, 2026

Findings: **1548704 Ontario Inc. o/a Bolton Honda (the “Dealer”) has breached the following:**

- Sections 7(1), 9(1), 9(2) and 9(3) of the Code of Ethics, O. Reg. 332/08

Daniel Heckbert (“Heckbert”) 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 **\$6,000** no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
2. 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. This shall be in effect for a period of ninety (90) calendar days from the date of the Discipline Tribunal's Order
3. Heckbert shall successfully complete (with an 80% mark) the MVDA Key Elements Course no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.

Overview

1. This matter proceeded on the basis of an Agreed Statement of Facts, dated February 9, 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:

Background

1. The Dealer was first registered as a motor vehicle dealer under the Act in and around May 2008.
2. Heckbert was first registered as a salesperson under the Act in and around November 2003. At all material times, Heckbert has been the General Manager and Person in Charge of the day-to-day activities of the Dealer.

OMVIC Publications

3. Since the Act was proclaimed in 2010, OMVIC has issued various educational materials, including publications, webinars and guidelines, reminding dealers of their obligations to disclose all material facts about the vehicles they sell. Educational materials continue to be available on OMVIC's website.

Dealer's Non-Compliance:

Failure to disclose material facts on vehicle purchase agreement

4. On or about January 9, 2024, the Dealer and a consumer ("Consumer GS"), entered into a vehicle purchase agreement wherein the Dealer sold a 2021 Dodge Challenger (VIN ***500730) to the Consumer GS for \$36,888 plus fees. The vehicle purchase agreement included a disclosure form which was provided to Consumer GS.
5. The vehicle had prior accident damage in 2023 with a repair estimate of \$39,774 and was declared an insurance total loss.
6. The disclosure form included a question regarding any prior damage that exceeded \$3,000. In a contradictory manner, the Dealer checked both "yes" and "no" in response.

7. In response to a question on the disclosure form regarding the total cost to repair the damage if known, the Dealer indicated \$39,774.

8. The disclosure form also included a question regarding any other "pertinent fact" about the motor vehicle. The Dealer provided no answer to this question.

9. By providing contradictory information regarding the previous damage history, the Dealer failed to disclose the information in a clear, comprehensible and prominent manner, contrary to section 42(19) of O. Reg. 333/08 and therefore sections 7(1), 9(1) and 9(3) of the Code of Ethics.

10. The disclosure form included a question regarding whether the vehicle had been declared an insurance total loss. The Dealer checked "no" in response.

11. As a result, the Dealer failed to disclose that the vehicle was declared an insurance total loss, contrary to section 42(21) of O. Reg. 333/08 and therefore sections 7(1), 9(1) and 9(3) of the Code of Ethics.

12. In or around April 2025, Consumer GS went to another dealership to trade in the 2021 Dodge Challenger.

13. The dealership informed Consumer GS that the vehicle had sustained accident damage in 2023, with repair costs estimated at \$39,774.

14. Consumer GS then obtained an appraisal of the vehicle and was informed that its value had decreased as a result of the accident history.

15. As a result, Consumer GS filed a complaint with OMVIC, on or about May 5, 2025, regarding the Dealer's failure to disclose the above-mentioned material facts about the vehicle.

Failure to maintain accurate records relating to trade

16. On or about May 20, 2025, Consumer GS sent a letter to the Dealer requesting a full refund of the purchase price or appropriate compensation to account for the diminished value of the vehicle due to its accident history. The Dealer did not provide any response to Consumer GS regarding this request.

17. On or about June 3, 2025, a representative of the Registrar (the "Representative"), requested that the Dealer provide the following:

- a. The Dealer's written response with respect to the complaint.
- b. An explanation as to why the Dealer failed to respond to a letter sent by Consumer GS to the Dealer dated May 20, 2025.
- c. The Dealer's written statement explaining any offers the Dealer made, or was willing to make, to resolve the complaint.
- d. The steps taken by the Dealer to ensure consumers are provided with complete disclosures regarding a vehicle's history and prior use.

- e. A copy of the following documents:
 - i. Retail bill of sale
 - ii. Wholesale bill of sale /Trade-in bill of sale with disclosures
 - iii. Carfax or any other vehicle history report from the time of sale
 - iv. Repair/Reconditioning documents
 - v. Any other documents you may have

18. On or about June 5, 2025, Heckbert, acting on behalf of the Dealer, provided a copy of the vehicle purchase agreement, including a disclosure form.

19. In contrast to the disclosure form provided to Consumer GS, the Dealer's copy of the disclosure form in response to the question regarding any other pertinent fact about the motor vehicle, indicated, "Carfax Claim Disclosed As: Other Damage \$39,774."

20. Furthermore, in contrast to the disclosure form provided to Consumer GS, the Dealer's copy of the disclosure form had the response "No" crossed out under the section inquiring whether the motor vehicle had sustained damage requiring repairs exceeding \$3,000.

21. As a result, the Dealer furnished false records of the trade, contrary to section 27 of the Act and therefore sections 9(1) and 9(2) of the Code of Ethics.

22. On or about June 24, 2025, Heckbert, acting on behalf of the Dealer, offered \$4,000 to Consumer GS to resolve any claims against the Dealer. Consequently, Consumer GS agreed to accept the \$4,000.

23. Bolton Honda advised OMVIC that the Dealer did not know the records were false.

Heckbert's Non-Compliance:

24. Heckbert, while handling the complaint and acting as the Person in Charge, 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.

Code of Ethics Violations

25. As particularized above, the Dealer and Heckbert 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.

26. As particularized above, Heckbert 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.

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

Compliance

s. 7(1) A registrant shall ensure that all documents used by the registrant in the course of a trade in a motor vehicle are current and comply with the law.

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(2) In carrying on a business, a registrant shall act with honesty, integrity and fairness.

Decision of the Reviewing Panel

2. 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:

- a. the Dealer has breached Sections 7(1), 9(1), 9(2) and 9(3) of the Code of Ethics,
- b. Daniel Heckbert has breached Sections 6(2) and 9(3) of the Code of Ethics, and

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

Reasons for Decision

4. In reviewing the joint submission on penalty, the Reviewing Panel must determine if the proposed resolution is in the public interest or if it is so unhinged from the circumstances of the impugned behaviour that a reasonable person would believe that the justice system has broken down. In doing this analysis, the Reviewing Panel must bear in mind the aims of levying an administrative penalty: specific deterrence of the offender, general deterrence for the motor vehicle sales industry, and rehabilitation and remediation for these particular offenders. Dealing with the last of these first, there is an education requirement for each of the personal applicants that, it is hoped, will educate and encourage regulatory compliance in the future.

5. In considering the monetary penalty, the Reviewing Panel notes the following:

Aggravating Factors

- a. This is the Dealer's and Heckbert's second appearance before the Discipline Tribunal. As recently as 2024 they were found to be in breach of the all-in pricing regulations.

- b. The impugned behaviour is multi-dimensional, involving:
 - i. Confusion over the damage history,
 - ii. Failure to disclose that the vehicle had been declared an insurance write-off, and
 - iii. Providing false documents to OMVIC. Contrary to the Applicants' submission that they were unaware that the documents provided to OMVIC had been falsified, there is only one reasonable inference to be drawn from the facts of this case where the consumer received documents at the time of sale and the documents delivered to OMVIC later differ in ways that are more advantageous to the Applicants: the documents had been altered by the Applicants to minimize the severity of their actions.

Mitigating Factors

- c. The Applicants have accepted responsibility for their actions as evidenced by entering into an agreed statement of facts and joint submission on penalty.
- d. The Applicants have made restitution satisfactory to the consumer to address the loss of value of the vehicle.

6. The Reviewing Panel finds that in the caselaw submitted by the Parties, none of the dealers were repeat offenders. While the approach of aggregating the prevailing fines for each separate breach of the Code of Ethics in line with the caselaw is not, in itself, problematic, there is no added penalty for the Dealer and Heckbert being repeat offenders and being before the Discipline Tribunal approximately two years after the previous appearance. Despite this concern, The Reviewing Panel finds that proposed penalty is not so unhinged from the circumstances of the impugned behaviour that a reasonable person would believe that the justice system has broken down, albeit on the extreme lowest edge of the range of possible penalties. The amount is sufficient to signal to the industry that breaches of the regulations are serious offences.

7. The Panel is satisfied that the agreed upon penalty satisfies the sentencing principles of specific and general deterrence, maintains public trust, meets the objectives of rehabilitation and remedial action, and that the proposed penalty is in the public interest. The parties are thanked for working towards a resolution short of the need for a hearing.

Dated: April 2, 2026

Ontario Motor Vehicle Industry Council
Discipline Tribunal



Greg Flude, Public Member

On behalf of:
Jon Lemaire, Registrant Member
Paul Repar, Registrant Member