



Citation: Edwards v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2025 ONLAT 17411/MVDA

Licence Appeal Tribunal File Number: 17411/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 the registration of a motor vehicle salesperson, pursuant to s. 9 of the Act.

Between:

Steve Edwards

Appellant

and

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

CONSENT ORDER

ADJUDICATOR:

Jeffery Campbell, Vice-Chair

Date:

October 2, 2025

BACKGROUND

- [1] Steve Edwards (the “Appellant”) appeals from a Notice of Proposal (“NOP”) to revoke his registration as a motor vehicle salesperson (“NOP”) issued on July 21, 2025, by the Registrar, *Motor Vehicle Dealers Act, 2002* (the “Registrar”) under the *Act*.
- [2] The NOP alleges that the Appellant’s past conduct and breach of a condition of registration disentitles him to registration as a motor vehicle salesperson, pursuant to section 6(1)(a)(ii) and 6(1)(f) of the *Act*.
- [3] The Appellant filed an appeal of the NOP with the *Licence Appeal Tribunal* (“Tribunal”) on July 23, 2025, pursuant to s. 9(2) of the *Act*. This proceeding is constituted under the *Licence Appeal Tribunal Rules, 2023* (“Rules”).
- [4] The parties advised the Tribunal that they had resolved the issues in dispute and both parties have consented to the registration of the Appellant as a motor vehicle salesperson under the *Act* on the terms and conditions set out in Terms and Conditions between the Appellant and the Registrar signed by the Appellant on September 26, 2025 and by the Registrar on September 29, 2025. The Terms and Conditions shall constitute Schedule A.
- [5] 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’ registration 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:

- [6] 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 Appellant on September 26, 2025 and by the Registrar on September 29, 2025, a copy of which is attached to this order as Schedule A, which Schedule A is incorporated and made part of this Order.

Released: October 3, 2025

LICENCE APPEAL TRIBUNAL



Jeffery Campbell, Vice-Chair

Schedule A

TO: Licence 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
65 Overlea Blvd., Suite 300
Toronto, ON M4H 1P1

AND FROM: Steve Edwards

Pursuant to subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* Steve Edwards ("the Registrant") 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:

REGISTRATION

Generally

1. The Registrant will comply with all requirements of the MVDA and Ontario Regulation 333/08, the *Code of Ethics* in Ontario Regulation 332/08, and the Ontario Motor Vehicle Industry Council ("OMVIC") Guidelines, as may be amended from time to time. The Registrant further agrees to read all correspondence and bulletins from OMVIC as released.
2. The Registrant will ensure that the registration will not be used to trade in motor vehicles where the Registrant knows, or ought to know, that trading motor vehicles will facilitate an illegal or unethical practice.

Disclosure

3. The Registrant will 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 section 4 of Ontario Regulation 332/08, where applicable.
4. The Registrant will disclose all material facts about the motor vehicles for purchase or lease to its customers. The Registrant further agrees that notwithstanding whether or not the Registrant considers a fact to be material, the Registrant will comply with the disclosure obligation. The Registrant further agrees to disclose all material facts on the Bill of Sale, in writing. The Registrant will ensure compliance with the disclosure obligation notwithstanding whether or not the vehicle has been branded through Ministry of Transportation Ontario. 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. In the case of damaged vehicles, the Registrant further agrees to disclose as much detail as possible regarding the nature and severity of the damage. The Registrant undertakes to research the history of all the motor vehicles under trade to ensure all material facts are disclosed.

5. The Registrant will comply with all requests made by the Registrar in relation to any failure to comply with disclosure obligations.
6. The Registrant agrees and acknowledges that, for any trade of a motor vehicle that he is involved in, he is under a positive obligation to ensure that the purchaser is made aware of all fees, charges, costs, prices, benefits etc. associated with the trade.

Truthfulness

7. The Registrant agrees to not knowingly act on any trade where the documents for the trade contain false information.
8. The Registrant agrees that he is under a positive obligation to verify the accuracy of information on documents related to a trade that he is acting on where the circumstances reasonably indicate that any information may be false and may not disregard reasonable indicia of false information.
9. The Registrant agrees not to represent any charges or fees on a Bill of Sale as being required by law where the charges or fees are not required by law. For greater clarity, this includes charges or fees such as tax, registration fee or certification.

Consumer Protection

10. The Registrant shall not engage in any act or omission or act on any trade of a motor vehicle that may result in a breach of the Consumer Protection Act, RSO 2002.
11. The Registrant will not act on any trade where he does or ought to reasonably know that the consumer is not able to protect their interests due to disability, ignorance, illiteracy, intoxication, inability to understand the language of the agreement or any other similar factors. The Registrant will make inquiries where there are any indications that a potential consumer may not be able to protect their own interests for any of the aforementioned factors.

Complaints

12. The Registrant will inform the Registrar through the Ontario Motor Vehicle Industry Council's Complaints & Inquiries Department of any consumer complaint where the consumer states or implies that the Registrant breached the Act or its regulations, the Code of Ethics or conditions of its registration. For further clarity, the Registrant does not have to report any complaint about an underlying product or service unless it relates to the Registrant's representations regarding the product or service.

Oversight

13. The Registrant will not be financing any dealership, either directly or indirectly.
14. The Registrant will not act as a salesperson on behalf of any dealer other than the Registrant's sponsoring dealer. The Registrant further agrees not to act as a salesperson on behalf of the dealership for which the Registrant is the legal or beneficial owner.
15. The Registrant will not to be partner, shareholder, officer, director, person in charge or controlling mind of any motor vehicle dealer.
16. The Registrant will not be the final signatory on any sales, lease or financing contracts/applications on behalf of the dealer.

EEDUCATION

17. The Registrant will complete the MVDA Key Elements Course within 90 days of signing these conditions of registration and will obtain a grade over at least 80%.

EFFECTIVE PERIOD

18. Conditions 12-16, and 19 shall commence from the date of the Licence Appeal Tribunal's order and remain in effect for a period of **four (4) years**, unless otherwise specified in these Terms and Conditions.

ACKNOWLEDGMENT AND UNDERTAKING:

19. The Registrant will inform any sponsoring dealer of these terms and conditions and obtain the dealer's undertaking to take steps reasonably necessary to carry out these conditions.
20. The Registrar is relying on the accuracy and completeness of all documents, statements or information provided by the Registrant in support of the Registrant's application for registration.
21. The documents, information or statements provided to the Registrar, in connection with resolution of this matter, are true to the best of the Registrant's knowledge, and belief; and that full answer to all questions, inquiries and requests made by the Registrar.
22. 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.
23. Independent legal advice has been obtained or the Registrant has had the opportunity to obtain independent legal advice respecting consent to the Terms and Conditions contained in this document.

