

**DISCIPLINE TRIBUNAL OF THE
ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL**

PANEL: Greg Flude, Public Member, Chair
 Paul Eros, Registrant Member
 Jon Lemaire, Registrant Member

DECISION ON PENALTY

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 :

Appearances¹:

**ONTARIO MOTOR VEHICLE
INDUSTRY COUNCIL**

Jane Samler, Counsel for Ontario
Motor Vehicle Industry Council

- and -

**ABDUL HAKIM ABDUL MOQIM
O/A HAKIM AUTO SALES**

Michael Burokas, Counsel
for the Respondent

Hearing Date: November 28, 2025

Findings: Breaches of Sections 7(1), 9(1) and 9(3) of the Code of Ethics

¹ Independent legal counsel to the Panel is Mr. Edward Marocco

INTRODUCTION

1. The Respondent, Abdul Hakim Abdul Moqim is a sole proprietor operating as Hakim Auto Sales. On May 6, 2024, the Ontario Motor Vehicle Industry Council (“OMVIC”) issued a Notice of Referral to Discipline arising out of two consumer complaints, one relating to serious mechanical faults with a 2018 Subaru Outback at the time it was delivered to the consumer, and the second related to the sale of a 2020 Honda Civic X. In the second sale, Mr. Moqim failed to deliver documents to OMVIC as soon as practical contrary to s. 14(3) of the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, c. 30 (the “Act”).
2. On November 28, 2025, a hearing was convened by videoconference before a panel of the Discipline Tribunal of the Ontario Motor Vehicle Industry Council (the “Panel”). The merits phase of the proceeding was uncontested. In an Agreed Statement of Facts entered as Exhibit 2 at the hearing (attached as Schedule “A” to these reasons), Mr. Moqim admitted the material facts and also agreed that they constituted breaches of s. 7(1), 9(1) and 9(3) of the Code of Ethics, R.R.O 332/08 as against him personally. A plea inquiry was conducted with counsel present, and the Panel was satisfied that Mr. Moqim’s admissions were voluntary, fully informed, and unequivocal. The Panel returned its findings on the merits orally that same day and made findings of breaches of sections 7(1), 9(1) and 9(3) of the Code of Ethics, as above.
3. The penalty phase of the matter then proceeded on November 28 but on a contested basis. The Panel reserved its decision on penalty with reasons to follow. These are the Panel’s reasons and decision on penalty.

ORDER

4. The Panel orders that:
 - Abdul Hakim Abdul Moqim shall pay an administrative penalty of \$6,000 within 120 days of the release of this order.
 - Abdul Hakim Abdul Moqim shall complete the MVDA Key Elements course with a passing mark of at least 80% within 120 days of the release of this order.
 - Should Mr. Moqim employ sales staff in the future he shall offer to fund their completion of the Automotive Certification Course, no later than ninety (90) days from the start date of their employment.

REASONS FOR PENALTY DECISION

5. To briefly recap the facts, Mr. Moqim sold a 2018 Subaru Outback to a consumer. He disclosed that the vehicle had sustained damage in excess of \$3,000, had been deemed a “total loss”, and then rebuilt. He delivered a safety certificate with the vehicle, representing that the vehicle was fit to drive. The consumer took delivery of the vehicle but soon discovered numerous undisclosed defects affecting its roadworthiness, including:
 - A broken headlight
 - The radiator was attached with zip ties
 - An incorrect airbox was installed

- There were poor welds
- Parts were missing

Position of the Parties

6. OMVIC emphasized that the *Act* is consumer protection legislation, noting that the sale of the Subaru to a member of the public directly impacted consumer safety and both matters triggered consumer complaints.
7. The second incident, as above, arose solely out of Mr. Moqim's failure to provide OMVIC with transaction documents relating to the sale of the 2020 Honda Civic X. To help resolve that customer's complaint, OMVIC made three requests for the wholesale and retail bills of sale, the safety inspection report, and the safety standard certificate. In the absence of these documents OMVIC was unable to assist in the resolution of the consumer's complaint. After the issuance of the Notice of Referral to Discipline, Mr. Moqim provided the retail bill of sale and the safety standards certificate but as of the date of the hearing had not provided the safety inspection report or the wholesale bill of sale.
8. These two incidents were serious, and the admitted behaviour should, in OMVIC's view, attract a significant penalty. The penalty OMVIC proposed was a fine of \$7,500 comprising \$4,500 for the Subaru transaction and \$3,000 for the failure to deliver documents to OMVIC.
9. In mitigation, OMVIC noted that with respect to the first transaction, after the consumer complained to OMVIC, Mr. Moqim reversed the sale, and the consumer was made whole. OMVIC pointed to Mr. Moqim's initial disclosure of the fact that the vehicle had been written off and was a rebuild. OMVIC also noted that this was Mr. Moqim's first appearance before the Tribunal.
10. Mr. Moqim submitted that the appropriate penalty should be \$2,000 in total - \$1,000 for each incident. With respect to the first transaction, Mr. Moqim submitted that his behaviour consisted of an over-reliance on experts. Specifically, that he sent the vehicle to a qualified mechanic to conduct a safety inspection and none of these issues were flagged. He submitted that he is not technically qualified to find these issues, and that he was entitled to rely on qualified personnel to advise him about vehicle condition. In this case, there was no dispute that the vehicle was certified as roadworthy by a qualified mechanic, pursuant to a government mandated program.
11. Mr. Moqim accepted that he breached s. 14(3) of the *Act* by failing to provide OMVIC the requested documents within a reasonable time, or at all with respect to certain of the documents noted above. He pointed to the wording of s. 9(1) of the Code of Ethics, addressing behaviour that can "reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming." While he conceded the failure to provide documentation was unprofessional, he submitted that it was not disgraceful, dishonourable or unbecoming, and that there was no moral failing on his part in either of these cases.

Analysis

12. The sale of a motor vehicle to a consumer with many serious faults and safety issues is highly concerning. There were obvious defects with the Subaru which would have revealed

themselves on even a cursory inspection by Mr. Moqim. While we acknowledge that he is not a mechanic, the reality is that there is no need for a mechanic's certification to notice that a headlight is not working. Noting a radiator was held in place with zip ties may have required a slightly closer examination but also does not require extensive training. These obvious and apparent defects after certification should have put Mr. Moqim on notice that there was a potential problem with his mechanic.

13. This decision should not be interpreted as placing a burden on motor vehicle dealers and salespeople to undertake double duty as mechanics. That said, registrants will not be able to sell vehicles with defects and simply pass that responsibility on to a third party. You sell it – you will take responsibility for it and that responsibility that cannot be offloaded. It is Mr. Moqim's responsibility under the s. 9(4) of the Code of Ethics to demonstrate "reasonable knowledge, skill, judgment and competence" in dealing with consumers.
14. We do accept that there was no moral failure in either of these consumer dealings. There are two factors that convince us that Mr. Moqim was generally acting in good faith in the first transaction. First, there was no dispute that Mr. Moqim made full disclosure of the vehicle's history. He disclosed that the vehicle had incurred such extensive damage that it had been declared a total loss. He declared it had been branded as rebuilt. In the Panel's view this disclosure shows no deliberate attempt to mislead the consumer. Second, Mr. Moqim reversed the sale and made the consumer whole. Although Mr. Moqim ultimately over-relied on experts to the extent of abandoning his overarching responsibility to ensure that vehicles sold to consumers were roadworthy, we do accept that his reliance was genuine and not an excuse.
15. With respect to the failure to provide documents to OMVIC on request, the facts are clear. The applicable regulations are replete with requirements to maintain proper records. Record keeping is at the heart of accountability. Responding in a timely manner to OMVIC requests is central to OMVIC's ability to regulate and mediate consumer complaints efficiently. Failure to respond to a request for documents cannot be taken lightly.
16. While we do not go so far as to identify a moral failing in this case, we do not accept Mr. Moqim's submission that his failure to produce documents on the Honda Civic X is at the lowest end of the spectrum of unprofessional behaviour or conduct unbecoming a registrant. It may not be dishonourable or disgraceful, but his conduct is on the serious side of unprofessionalism. The missing documents identify the extent of Mr. Moqim's knowledge of the issues with the Honda Civic X transaction that resulted in a consumer complaint. It is a key document for a full and thorough investigation. A failure to deliver documents in response to an OMVIC request is serious and can easily be disgraceful or dishonourable conduct in certain circumstances.
17. In formulating the appropriate penalty, the Hearing Panel has considered the objectives of general and specific deterrence and the need to enable rehabilitation when possible. An appropriate penalty must maintain public confidence in the profession and enforce the high ethical standards that registrants are required to meet in carrying on their business. (see *Ontario (College of Pharmacists) v. Kula*, 2020 ONCPDC 5 (CanLII)). Both specific and general deterrence are important factors. Penalties for breaches of the Code of Ethics should not be akin to a licensing fee, or a cost of doing business. (see *R. v. Cotton Felts Ltd.*, 1982 CanLII 3695 (ON CA)).

18. The fine amounts proposed by Mr. Moqim fall short of what is necessary to reflect the seriousness of our findings. His counsel relied on several cases with penalties ranging from \$500 in the 2019 case of *OMVIC v. Qazi Motors and Hammad Qazi*, May 21, 2019, through \$7,000 in *OMVIC v. Woodbine Chrysler Ltd and Steven James Longman*, October 24, 2025. None of these cases are directly on point. While several deal with non-disclosure of damage history or other aspects of the vehicle history, none addressed the release of an unsafe vehicle to a member of the public followed by a failure to provide disclosure to OMVIC.
19. For its part, OMVIC's submissions on the cases it submitted involved apportioning the total penalty over the number of breaches and assigning a dollar value to each. In *Motorland Auto Sales Inc. et al*, October 14, 2025, the dealer admitted to two incidents where it sold vehicles in an unsafe condition and failed to provide documents to OMVIC. Total penalties were \$8,500. As above, OMVIC proposed a penalty of \$4,500 for selling an unsafe vehicle and \$3,000 for failure to provide documents on request.
20. Having considered the positions of both sides and the applicable principles and case law, we find that a fine in the amount of \$6,000 is appropriate and shall be payable within 120 days of the release of this order. As above, we also order that Mr. Moqim shall complete the MVDA Key Elements course with a passing mark of at least 80% within 120 days of the release of this order, and should he employ sales staff in the future he shall offer to fund their completion of the Automotive Certification Course, no later than ninety (90) days from the start date of their employment.
21. In the end, Mr. Moqim took remedial efforts in respect of the first consumer which in our view entitles him to a discount from OMVIC's position. We also acknowledge that Mr. Moqim's admissions on the underlying facts and breaches saved the time and expense of a contested hearing on the merits. The Panel is satisfied based on the submissions we heard that Mr. Moqim has reflected on his actions and appreciates the seriousness of what occurred here.
22. This order meets the specific and general deterrence and rehabilitation objectives of an appropriate penalty order and will maintain public protection in the industry.

I, Greg Flude, sign this decision and reasons on behalf of the members of the Discipline Panel as set out below.



Greg Flude

Date: January 19, 2026

Panel Members:

Greg Flude, Public Member, Chair
Paul Eros, Registrant Member
Jon Lemaire, Registrant Member

SCHEDULE "A"

DISCIPLINE TRIBUNAL OF THE ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL

**IN THE MATTER BEFORE THE DISCIPLINE TRIBUNAL HELD PURSUANT TO THE
*MOTOR VEHICLE DEALERS ACT, 2002, S.O. 2002, c.30, Sch. B***

BETWEEN:

ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL

- and -

**ABDUL HAKIM ABDUL MOQIM
o/a HAKIM AUTO SALE**

AGREED STATEMENT OF FACTS

Abdul Hakim Abdul Moqim o/a Hakim Auto Sale ("Hakim Auto") has breached the following:

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

Withdrawals:

The allegations contained in paragraphs 2, 6, 7, 8, 9, 11, 14, 15, 16, 19 and 20 of the Notice of Referral to Discipline ("NORD") dated May 3, 2024, are hereby withdrawn. The remaining allegations remain and are otherwise revised as set out below.

Background:

1. On or about February 4, 2011, Abdul Hakim Abdul Moqim o/a Hakim Auto Sale ("Hakim Auto") was first registered as a motor vehicle dealer under the Act and it operates as a sole proprietorship. At all material times, Abdul Hakim Abdul Moqim has been the owner, salesperson and Person in Charge of the day-to-day activities.

OMVIC Publications

2. Since the Act was proclaimed in 2010, OMVIC has issued various educational materials, including publications, webinars and guidelines, reminding registrants of their disclosure

obligations. The dates of said publications are attached hereto as Schedule "A". Educational materials continue to be available on OMVIC's website.

Direct Correspondence with Dealer

3. During an inspection on or about June 19, 2019, Hakim Auto was reminded of its disclosure obligations, pursuant to s. 42 of O. Reg. 333/08.

Dealer's Non-Compliance:

Consumer A Complaint

4. On or about May 8, 2023, Hakim Auto sold a 2018 Subaru Outback 2.5I (VIN: *384820) to Consumer A. At the time of purchase, Hakim Auto represented to Consumer A that the vehicle had incurred damage and it had been repaired. A safety standards certificate had also been issued for the vehicle, dated May 11, 2023, which Hakim Auto relied upon.
5. On the bill of sale, Hakim Auto disclosed that the vehicle was previously branded as rebuilt, declared a total loss and specified a repair estimate over \$3,000.
6. Shortly after purchase, Consumer A discovered vehicle condition and safety concerns with the vehicle. In particular but not limited, a broken headlight, radiator improperly installed with zip ties, incorrect air box, poor welding and other missing parts. Consumer A paid for some of the repairs to be completed, but more repairs were needed. Hakim Auto thereby failed to disclose that the vehicle still required repairs. This is contrary to s. 42(25) of O. Reg. 333/08 as well as ss. 7(1) and 9(3) of the Code of Ethics.
7. On or about June 12, 2023, Consumer A contacted OMVIC to file a complaint. The Registrar's representative was able to assist and negotiate a resolution. On or about July 15, 2023, Hakim Auto reversed the transaction by taking back the vehicle and returning the funds to the consumer.

Consumer B Complaint

and Failure to Comply with Requests

8. On or about September 22, 2022, Hakim Auto sold a 2020 Honda Civic X (VIN: *024265) to Consumer B.
9. On or about April 3, 2023, Consumer B contacted OMVIC to file a complaint regarding the purchase of the vehicle.
10. Between approximately May and July 2023, a representative of the Registrar (the "Representative") made three requests to Hakim Auto for further information and documentation. In particular, a copy of the retail and wholesale bills of sale, the safety inspection report and the safety standards certificate.
11. In the absence of Hakim Auto's cooperation, the Representative was unable to continue negotiations and/or resolve the complaint, if appropriate.
12. In response to the issuance of the NORD, Hakim Auto has since provided a copy of its retail bill of sale and the safety standards certificate. However, the wholesale bill of sale and safety inspection report remain outstanding.
13. Hakim Auto failed to comply with the Registrar's requests for information and it thereby violated s. 14(3) of the Act as well s. 9(1) of the Code of Ethics.

DISPOSITIONS

14. As particularized above, Hakim Auto has violated the following sections 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(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.

By signature below, I acknowledge, understand and agree to the facts and dispositions outlined herein, and that I acknowledge and understand my right to obtain independent legal advice in this matter.

Pickering Nov 13
DATED AT _____ THIS _____ DAY OF _____, 2025

Abdul Hakim

Print Name: I have the authority to bind Hakim Auto



Signature: I have the authority to bind Hakim Auto

By signature below OMVIC acknowledges, understands and agrees with the facts and dispositions outlined herein.

DATED AT Toronto THIS 14 DAY OF November, 2025



Jane Samler
Senior Legal Counsel
Ontario Motor Vehicle Industry Council