

DISCIPLINE COMMITTEE OF THE ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL

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

BETWEEN:

REGISTRAR, MOTOR VEHICLE DEALERS ACT, 2002

- and -

MATRIX WHEELS INC o/a DEALS ON WHEELS

- and -

SYED MUHAMED AZAM GILANI

AGREED STATEMENT OF FACTS AND PENALTY

Matrix Wheels Inc o/a Deals on Wheels and Syed Muhamed Azam Gilani have breached the following:

Section 4 of the Code of Ethics, Regulation 332/08

Section 9 of the Code of Ethics, Regulation 332/08

SUMMARY OF AGREEMENT

1. Matrix Wheels Inc o/a Deals on Wheels Auto (the "Dealer") was first registered as a motor vehicle dealer in or around June 2007. Syed Muhamed Azam Gilani ("Gilani") was first registered as a motor vehicle salesperson in or around October 2006. At all material times, Gilani was the sole officer, as well as the Person in Charge of the Dealer.
2. On or about June 25, 2007, Gilani executed terms and conditions of registration on behalf of the Dealer. As per condition 6, the Dealer agreed to comply with OMVIC's Code of Ethics, and Standards of Business Practice, as may be amended from time to time.
3. On or about April 25, 2017, Gilani sold a 2005 Nissan Pathfinder (VIN 5N1AR18W95C724473) on behalf of the Dealer to a consumer. The vehicle was sold with a 36 month/36,000 kilometer extended warranty package from a third party provider, Autogard. The consumer alleges he paid an additional \$300, not reflected on the bill of sale, for "bumper to bumper" coverage from the warranty provider.



Registrar's Initials

4. Shortly after purchase, the consumer began having mechanical issues with the "4 x 4 transfer case" on the vehicle and learnt the existing extended warranty package did not cover these types of repairs. The consumer allegedly sent a number of emails to the Dealer about this issue, but did not receive a response from the Dealer.
5. On or about May 12, 2017, the consumer and Gilani discussed the issues which were the subject of the consumer's previously sent emails. Unbeknownst to Gilani, the consumer was recording this conversation. Gilani advised the consumer he would rectify the warranty issues by end of day. I.e. the consumer would receive the upgraded warranty package from Autogard. Gilani failed to follow through on this commitment.
6. Gilani was not clear and truthful with respect to this motor vehicle trade. Moreover, he failed to adequately explain all terms of the contract, specifically relating to the extended warranty package. As such, Gilani's conduct contradicts sections 4 and 9 of the Code of Ethics.
7. Furthermore, Gilani's conduct has caused the Dealer to breach condition 6 of its terms and conditions of registration. This is contrary to section 9 of the Code of Ethics.
8. The Dealer has since agreed to refund the consumer the \$300 he allegedly paid for the upgraded warranty package.

It is thereby agreed that the Dealer and Gilani have breached the following sections of the Code of Ethics as set out in Regulation 332/08:

4. A registrant shall be clear and truthful in describing the features, benefits and prices connected with the motor vehicles in which the registrant trades and in explaining the products, services, programs and prices connected with those vehicles.
9. 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.

JOINT SUBMISSION ON PENALTY:

1. The Dealer agrees to pay a fine in the amount of \$1,500 no later than **April 12, 2018**.
2. Gilani will successfully complete the Automotive Certification Course (the "Course") no later than **April 12, 2018**.
3. The Dealer agrees to offer all current and future sales staff the opportunity to complete the course. Current sales staff will be offered the course within 90 days of the date of the Discipline Committee Order. Future sales staff will be offered the course within 90 days of being retained in this capacity by the Dealer. The Dealer will incur all costs associated with this. It is understood between the parties this clause does not apply to sales staff who have completed the course after January 1, 2009, or who are otherwise required to do so pursuant to the Act.



Registrant's Initials

4. The Dealer and Gilani agree to comply with the Act and Standards of Business Practice, as may be amended from time to time.



Registrant's Initials

By signature below, I acknowledge that I have read and understand the penalty outlined herein and agree to the said terms and/or conditions and that I exercised my right to be represented by Counsel or agent in this matter. I understand, acknowledge and consent to waive the requirement for a hearing and to request an Order from the Chair of the Discipline Committee that includes this Agreed Statement of Facts and Penalty as a final settlement of this matter.

DATED AT ~~DEALS ON WHEELS~~ THIS 13th DAY OF MARCH, 2018

SYED MUHAMMED AZAM GILANI

(please print)

Syed Muhammed Azam Gilani



(signature)

DATED AT ~~DEALS ON WHEELS~~ THIS 13th DAY OF MARCH, 2018

AZAM GILANI

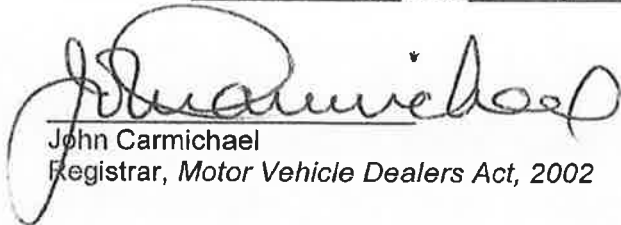
(please print)



I have the authority to bind the corporation:
Matrix Wheels Inc o/a Deals on Wheels

By signature below the Registrar agrees, acknowledges, understands and consents to the final settlement of this matter by way of this Agreed Statement of Facts and Penalty.

DATED AT Toronto THIS 19 DAY OF March, 2018



John Carmichael
Registrar, Motor Vehicle Dealers Act, 2002

Pursuant to Rule 1.07, I accept this Agreed Statement of Facts and Penalty from the Parties identified above:

DATED AT Ancaster THIS 28th DAY OF March, 2018



Paul Burroughs
Chair, Discipline Committee of the
Ontario Motor Vehicle Industry Council

Registrant's Initials