

SENT VIA E-MAIL

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***

TO: YORKDALE DUFFERIN AUTOMOTIVE INC. o/a
YORKDALE DUFFERIN MAZDA
2451 Dufferin Street
Toronto, Ontario, M6B 3P6

TO: SUBHOJIT DAS

AND TO: SURINDER PRASHAD

NOTICE OF REFERRAL TO DISCIPLINE TRIBUNAL

Take notice that pursuant to section 14(4) 4 of the *Motor Vehicle Dealers Act, 2002*, (the "Act"), the Registrar has referred the complaint(s) against Yorkdale Dufferin Automotive Inc. o/a Yorkdale Dufferin Mazda, Subhojit Das, and Surinder Prashad to the Discipline Tribunal for alleged violations under the Code of Ethics, as set out in Ontario Regulation 332/08.

REASONS

Section 17 of the Act establishes a Discipline Tribunal and empowers the Discipline Tribunal to hear and determine issues concerning alleged breaches of the Code of Ethics. The Code of Ethics applies to all Registrants registered under the Act. Any Registrants that disregard or violate the Code of Ethics are subject to having their conduct reviewed by the Discipline Tribunal. The Code of Ethics requires that all Registrants conduct business with Integrity, Accountability, Compliance, Respect and Professionalism as well as ensuring that requirements are met when it comes to Disclosure and Marketing and the Disclosure of Information in Sale and Lease Contracts.

PARTICULARS

The reasons for this Notice are:

Background

1. Yorkdale Dufferin Automotive Inc. o/a Yorkdale Dufferin Mazda (“the Dealer”) was first registered as a dealer in or around August 2008 and is currently registered under the Act.
2. Subhojit Das (“Das”) was registered as a salesperson on or about May 1999 and is currently registered under the Act. At all material times, Das has been the General Manager, Officer, and Person in Charge of the day-to-day activities of the Dealer.
3. Surinder Prashad (“Prashad”) was first registered as a salesperson in or around April 1998 and is currently registered under the Act. At all material times, Prashad has been the Sales Manager of the Dealer.

Educational Resources

4. 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. The dates of said publications are attached hereto as Schedule “A”. Educational materials continue to be available on OMVIC’s website.

Dealer’s Non-Compliance

5. On or about October 20, 2025, Ozturk on behalf of the Dealer, entered into a bill of sale for a new 2025 Mazda CX-5 GS with a consumer (the “Consumer”), for a financed price of approximately \$54,400. The bill of sale stipulated a Mazda Added Protection (MAP) warranty protection and Full Loan Insurance (FLIP) asset protection was included in the purchase price.
6. The Consumer paid a deposit of \$1,000 and signed the bill of sale with the Dealer’s representation that an extended warranty and Guaranteed Asset Protection (GAP) was included.
7. On or about October 21, 2025, the Dealer contacted the Consumer to inform that they were unable to obtain an approval for both protection products at the rate agreed. The Consumer did not agree to the new rate.
8. On or about November 8, 2025, the co-signer on the financing application (the “Co-signer”) attended the dealer premises to make a request for a refund of the deposit. The Dealer stated that the financing had been approved, as agreed. The Co-signer requested documentary proof of the alleged financing approval. The Dealer refused to show a copy of the financing approval.
9. Later the same day, the Consumer made a request in writing to the Dealer for a copy of the financing approval and to refund the deposit. Prashad on behalf of the Dealer refused to refund the deposit.
10. Prashad on behalf of the Dealer advised the Consumer that the transaction could proceed at the same rate if one of the products, either the extended warranty or the GAP insurance was removed. The Dealer was prepared to amend the bill of sale to include

one of the two optional products. The Consumer did not agree to amend the bill of sale and requested the return of the deposit.

11. Thereby, the Dealer was unable to complete the transaction on the same terms, as agreed.
12. The Consumer repeatedly requested a copy of the financing documentation to verify the financing approval asserted by the Dealer.
13. Prashad on behalf of the Dealer, responded advising the Consumer that financing was approved on the same terms and same rate as originally agreed on the bill of sale. However, Prashad proceeded to state that based on lender approval limit, the transaction can be completed with one of the two selected products.
14. Furthermore, the Dealer refused to provide the financing approval, stating that it could only be viewed in-person and could not be provided electronically due to confidentiality concerns. However, the Co-signer was not shown a copy of the financing approval when attending the dealer premises earlier that same day.
15. On or about November 11, 2025, the Consumer filed a complaint against the Dealer for refusing to refund the deposit and its handling of the transaction.
16. On or about November 15, 2025, the Consumer sent a letter by registered mail to the Dealer demanding a refund of the deposit. No response was received.
17. On or about November 22, 2025, the Consumer followed up by email to request a copy of the approved financing documentation. No response was received.
18. On or about January 23, 2025, a representative of the Registrar (the "Representative") sent a section 14 letter to the Dealer to obtain documentation in relation to the complaint.
19. The Dealer advised the Representative that the financing approval documentation was no longer retrievable due to the age of the file, and no copies of the financing approval had been retained. The Dealer further advised the Representative that an approval without protection products was obtained at a lower rate and a different approval was later obtained at a higher rate to permit the inclusion of protection products.
20. A Representative of OMVIC advised the Dealer that in the absence of supporting documentation demonstrating financing approval based on the terms on the bill of sale, the transaction could not be honoured, and the deposit should be refunded.
21. By failing to act in a fair, professional and transparent manner, including misleading representations to the Consumer and not refunding the deposit immediately when the transaction could not be completed on the same terms as agreed on the bill of sale, the Dealer breached sections 9(1), 9(2) and 9(3) of the Code of Ethics.
22. After OMVIC intervened, the Dealer refunded the \$1,000.00 deposit to the Consumer.

Das's Non-Compliance

23. Das, as a General Manager, Officer and 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 section 9(1) of the Code of Ethics.

Prashad's Non-Compliance

24. Prashad, as a Sales Manager, engaged in the trade of a vehicle in a manner that is contrary to sections 9(1), 9(2), and 9(3) of the Code of Ethics and also caused the Dealer to contravene the Act, its Regulations, and the Code of Ethics and thus personally contravened sections 9(1) and 9(3) of the Code of Ethics.

The Registrant(s) may provide a written response to the particulars set out above to OMVIC within 15 days of service of this Notice to: legal_dept@omvic.on.ca

If the Discipline Tribunal makes a determination that a registrant has failed to comply with the Code of Ethics, it may order one or more of the following:

- A fine up to \$25,000 per party;
- Require the registrant to take further educational courses;
- If the registrant is a motor vehicle dealer, require the dealer to arrange and fund educational courses for salespersons employed by the dealer;
- Award costs.

This Notice of Referral to Discipline ("NORD") and decisions of the Discipline Tribunal may be published. Hearings before the Discipline Tribunal may be recorded and are open to the public.

The *Statutory Powers Procedure Act, R.S.O 1990 c.s.22*, applies to the hearing to be held by this Discipline Tribunal. A party to a proceeding may be represented by counsel or an agent.

The good character, propriety of conduct or competence of the Registrant(s) shall be an issue in any hearing before the Discipline Tribunal and reasonable information of allegations with respect thereto has been furnished.

The Rules of Practice of the Discipline Tribunal will apply and are available on OMVIC's website. A Notice of Hearing and disclosure will be provided in accordance with the Rules of Practice of the Discipline Tribunal.

Take note that as per the Rules of Practice, failure to attend a hearing before the Discipline Tribunal may result in a decision being determined *ex parte* (in your absence).

APPLICATION OF THE RULES OF PRACTICE OF THE DISCIPLINE TRIBUNAL

This is to serve notice that OMVIC may make application for its costs, pursuant to Rule 13 of the Rules of Practice.

FURTHER PARTICULARS/SUPPLEMENTAL NOTICE

The Registrar may provide further and other particulars in respect of any other matters herein or in respect to any other matter including further particulars of violations of the Code of Ethics.

DATED at Toronto, this 27th day of April, 2026

A handwritten signature in blue ink, appearing to read 'Maureen Harquail', with a long horizontal flourish extending to the right.

Maureen Harquail, KC, MPA, ICD.D.
Registrar, *Motor Vehicle Dealers Act, 2002*

