



Citation: Autotek Car Sales & Service (1996) Ltd. and Ramzi Diab and Joseph Diab v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2024 ONLAT MVDA 15514

File Number: 15514/MVDA

An appeal from a Notice of Proposal to Revoke Registrations under the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, c. 30, Sched B

Between:

Autotek Car Sales & Service (1996) Ltd., Ramzi Diab and Joseph Diab

Appellants

and

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

CONSENT ORDER

ADJUDICATOR:

Jeffery Campbell, Vice-Chair

Date:

July 23, 2024

BACKGROUND

- [1] On December 14, 2023, the Registrar, *Motor Vehicle Dealers Act, 2002*, (the “Registrar”) issued a Notice of Proposal (the “NOP”) to revoke the registration of Autotek Car Sales & Service (1996) Ltd. (the “Appellant Autotek”) as a motor vehicle dealer and Ramzi Diab (the “Appellant Ramzi”) and Joseph Diab (the “Appellant Joseph”) as motor vehicle salespersons, under the *Motor Vehicle Dealers Act., 2002*, S.O. 2002, c. 30, Sched B and the Regulations (the “Act”).
- [2] The NOP is based on the grounds that the Appellants’ past conduct is inconsistent with the intention and objective of the *Act*, and therefore warrants their disentanglement to registration.
- [3] The Notice of Proposal to Refuse the registration has been appealed to the Tribunal.
- [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 Autotek as a motor vehicle dealer and the Appellant Ramzi and the Appellant Joseph as motor vehicle salespersons on the terms and conditions set out in Terms and Conditions between the Appellants and the Registrar signed July 22, 2024. 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 without a hearing on the terms set out in the agreement signed by the Appellants and the Registrar on July 22, 2024, a copy of which is attached to this order as Schedule A, which Schedule A is incorporated and made part of this Order.

LICENCE APPEAL TRIBUNAL



Jeffery Campbell, Vice-Chair

Released: July 23, 2024



TERMS AND CONDITIONS OF REGISTRATION

FROM: Registrar, *Motor Vehicle Dealers Act, 2002*
Ontario Motor Vehicle Industry Council
#300-65 Overlea Boulevard
Toronto, Ontario M4H 1P1

FROM: AUTOTEK CAR SALES & SERVICE (1996) LTD.
o/a AUTO PRICE CANADA
3-1630 Matheson Boulevard
Mississauga, L4W 1Y4

AND FROM: RAMZI DIAB
[Address Omitted]

AND TO: JOSEPH DIAB
[Address Omitted]

In accordance with subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* (the "MVDA"), Autotek Car Sales & Service (1996) Ltd. O/A Auto Price Canada (the "Dealer"), Joseph Diab and Ramzi Diab (all three may collectively be hereinafter referred to as the "Registrants") 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:

GENERAL

1. The Registrants will comply with all requirements of the MVDA and Ontario Regulation 333/08, the Code of Ethics in Ontario Regulation 332/08, the Ontario Motor Vehicle Industry Council ("OMVIC") Standards of Business Practice, 2010 and OMVIC Guidelines, as may be amended from time to time. The Registrants further agree to read all correspondence and bulletins from OMVIC as released.
2. The Registrants will provide the Registrar with notice in writing, within five days, of any substantive changes to their business plan or information provided in obtaining their registration, pursuant to section 31 of Ontario Regulation 333/08.
3. The Registrants will provide the Registrar with notice in writing, within five days, of any change in the officers or directors of the corporation, pursuant to section 24 of the MVDA. The Registrants further agree to notify the Registrar of any change in partners or ownership, person(s) in charge, and signing authority for the dealership. The Registrants further agree not to effect such changes without first obtaining the Registrar's prior approval, in writing, which shall not be unreasonably withheld.

REGISTRANTS

DS Initial
 

4. The Registrants acknowledge that "trade" refers to buying, selling, leasing, advertising or exchanging an interest in a motor vehicle or negotiating or inducing or attempting to induce the buying, selling, leasing or exchanging of an interest in a motor vehicle as defined in the MVDA and pursuant to section 36 through to and including section 51 of Ontario Regulation 333/08; and is not limited to the signing of contracts. The Registrants further acknowledge that trading includes attendance at auctions on behalf of the Registrants and positions commonly referred to as Sales Manager, Finance and Insurance Manager, Branch Manager, Business Manager, General Manager or any individual who has supervisory authority over salespersons.
5. The Registrants will ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrants to trade motor vehicles will be registered as a salesperson to the Dealer. The Registrants will verify that all salespersons trading in motor vehicles on its behalf are registered to do so.
6. The Registrants will ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrants are informed of the terms and conditions contained in this document to the extent necessary to ensure compliance with these terms and conditions.
7. The Registrants will not Trade with an Ontario motor vehicle dealer without first confirming that the motor vehicle dealer is registered as a motor vehicle dealer in accordance with the MVDA.

PREMISES

8. The Registrants will operate exclusively from the location approved by the Registrar and will not invite the public to trade at a place other than the approved location, pursuant to section 28 of Ontario Regulation 333/08.
9. The Registrants will maintain a sign at the Registrants' registered premises that is visible to the public, pursuant to section 30 of Ontario Regulation 333/08.
10. The Registrants will not permit other motor vehicle dealers to trade in motor vehicles at their premises unless such other motor vehicle dealer has received authorization and approval to trade from the premises from the Registrar.

BOOKS AND RECORDS

11. The Registrants will maintain all books and records at the Registrants' registered premises in accordance with the MVDA and pursuant to section 52 through to and including section 60 of Ontario Regulation 333/08.
12. The Registrants will maintain books and records, which accurately record the true nature of transactions involving the trade of a motor vehicle. The Registrants will not be involved in the creation of books and records, which are false or misleading as to the true nature of a transaction involving the trade of a motor vehicle. The Registrants will take all reasonable steps to ensure that no salesperson acting on their behalf will be involved in the creation of books and records which are false or misleading as to the true nature of the transaction.

13. The Registrants will provide free access to books and records of the Registrants to an authorized representative of the Registrar in accordance with section 15 of the MVDA.
14. The Registrants will not purchase a vehicle without first ensuring that the vehicle is registered to the seller, as per the records of the Ontario Ministry of Transportation (MTO).
15. The Registrants will ensure that all vehicles purchased will be registered to the dealer at the MTO within 6 days in accordance with section 11 of the *Highway Traffic Act* ("HTA").
16. The Registrants will ensure that all vehicles sold will be registered in the name of the purchaser, or the purchaser's designate, at the MTO before releasing the vehicle to the purchaser or the designate as applicable.
17. The Registrants will maintain a garage register in accordance with section 60(1) of the *Highway Traffic Act* ("HTA") and pursuant to section 57 of Ontario Regulation 333/08.
18. The Registrants will undertake that in the event their books and records are lost, stolen or destroyed in whole or in part, the Registrar will be advised, in writing, within five days of the event pursuant to section 55 of Ontario Regulation 333/08 and will provide a description of the items that are lost, stolen or destroyed. The Registrants further agree to make all reasonable efforts to reconstitute the lost, stolen or damaged records. The Registrar may request additional documents related to the lost, stolen, or destroyed items and the Registrants will make best efforts to supply the items.
19. The Registrants will obtain a receipt prior to the removal of any records by a government or professional agency; or any other person or entity, from the registered premise. Such receipt will include the recipient's name, address, telephone number, description of records taken, the time of return and signature of recipient. The Registrants undertake to provide the receipt to OMVIC when requested by the Registrar.

DISCLOSURE

20. The Registrants 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.
21. The Registrants will disclose all known material facts about the motor vehicles for purchase or lease to its customers. The Registrants further agree to disclose all material facts on the Bill of Sale, in writing. The Registrants will ensure compliance with the disclosure obligations notwithstanding whether or not the vehicle has been branded through MTO. 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 Registrants further agree to disclose as much detail as reasonably possible regarding the nature and severity of the damage. The Registrants undertake to conduct reasonable searches into the history of all the motor vehicles under trade to ensure all material facts are disclosed. Reasonable searches may include, but are not limited to, Carfax Searches, UCDA Searches or similar searches.
22. The Registrants agree 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 fees.

23. The Registrants will not represent that any fee, product or service is a condition of financing unless that statement is true.
24. The Registrants agree to accept full responsibility for the quality of any repairs or alterations to a motor vehicle completed by the Registrants' personnel, agents, assignees, affiliated repair facilities or anyone acting on behalf of the Registrants.

FINANCIAL RESPONSIBILITY AND BUSINESS STRUCTURE

25. The Registrants agree not to receive any new private sources of financing without the prior approval of the Registrar. This does not apply where the Registrants have applied on their own account and have obtained financing from a corporation registered under the *Loan and Trust Corporations Act*, *The Bank Act* or from a credit union or league to which the *Credit Unions and Caisses Populaires Act* applies, as may be amended from time to time.
26. The Registrants will maintain bank accounts that are compliant with section 59 of Ontario Regulation 333/08.
27. The Registrants will maintain a trust account, in respect to any deposits made in excess of \$10,000.00 or any funds in relation to motor vehicles sold on consignment on the behalf of a consumer, pursuant to section 58 of Ontario Regulation 333/08. The Registrants agree to provide written confirmation to the Registrar, within five days, that a trust account has been established in the Registrants' business name at its financial/banking institution.
28. The Registrants will ensure that any consumer claim made to the Motor Vehicle Dealers Compensation Fund (the "Fund") in relation to the Registrants, and where the Fund determines entitlement to compensation of the claim pursuant to section 42 of Ontario Regulation 338/08, that the Registrants will reimburse the Fund for any monies paid in relation to the claim.
29. The Registrants will not merge with, amalgamate with, purchase or partner with as defined in the *Partnership Act*, with any other business or individual without the prior approval of the Registrar.

INTERESTED PERSON, REAL CONTROLLING MINDS AND SALESPEOPLE

30. The Registrants will not permit the involvement of Kishant Kishant, Kunal Sharma, Saurav Tandon, Shubham Chanan, Sadman Saqib, Nitish Piplani, Harfateh Sekhon, Baravin Jeyan, Adeel Danish, Patrick Kalonda, Brandon Masters, or Mahmoud Hritani directly or indirectly in the operation of the dealership. This includes but is not limited to any involvement in any administrative, supervisory, management, financing or customer service capacity or ancillary services such as the repair, maintenance, and service of motor vehicles. The Registrants will further make reasonable efforts to determine the source of all financing received to ensure compliance with this term and condition.

OVERSIGHT

- 31. The Registrants acknowledge that it is the duty of the motor vehicle dealer to ensure that every salesperson that the motor vehicle dealer employs is carrying out their duties in compliance with the MVDA and the regulations made pursuant to it.
- 32. The Registrants agree to be responsible for the conduct of salespersons acting on their behalf.
- 33. Joseph Diab or Ramzi Diab will personally sign off on every contract for the sale or lease of a motor vehicle by the dealer. Where they are not available to sign off on a contract, Joseph Diab and Ramzi Diab may delegate this responsibility to another registered motor vehicle salesperson and the delegate's signature will have the same effect as if signed by both Joseph Diab and Ramzi Diab.
- 34. Joseph Diab or Ramzi Diab will personally take all reasonable steps to ensure that no person trades in motor vehicles on behalf of the motor vehicle dealer unless registered in that capacity. Reasonable steps include verifying the registrations of all salespeople through the OMVIC Salesperson search or contacting OMVIC directly.

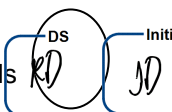
ACKNOWLEDGMENT AND UNDERTAKING:

- 35. The Registrar is relying on the accuracy and completeness of all documents, statements or information provided by the Registrants in support of the Registrants' registration.
- 36. The documents, information or statements provided to the Registrar are true to the best of the Registrants' knowledge, and belief; and that full answers to all questions, inquiries and requests made by the Registrar in connection with the Registrants' application have been given.
- 37. 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.
- 38. The Registrants agree to comply with and satisfy any orders of the Discipline Tribunal (formerly the Discipline Committee) established under the Motor Vehicle Dealers Act, 2002 S.O. 2002, c. 30, Sch. B and provide proof of the same to the Registrar within 90 (ninety) days of signing these conditions.
- 39. Independent legal advice has been obtained or the Registrants have had the opportunity to obtain independent legal advice respecting consent to the terms and conditions contained in this document.
- 40. Conditions 25 and 33 shall remain in effect for 3 (three) years from the date of the Consent Order issued by the Licence Appeal Tribunal.

Signed in the City of Mississauga this 7/22/2024 day of 20.

Ramzi Diab

Name of Authorized Representative (please print clearly)

Initials 

DocuSigned by:
Ramzi Diab
230700000B1D413...

I have authority to bind the dealership. (signature)

ramzi.diab@autopricecanada.com

Business Email Address (please print clearly)

Signed by:
Joseph Diab
F46F0520C2B24AE...

Joseph Diab

joe.diab@autopricecanada.com

Business Email Address (please print clearly)

DocuSigned by:
Ramzi Diab
230700000B1D413...



Ramzi Diab

ramzi.diab@autopricecanada.com

Business Email Address (please print clearly)

These Terms and Conditions are accepted by the Registrar, Motor Vehicle Dealers Act, 2002.
Signed in the City of Toronto this, day of 2024.

Maureen Harquail
Registrar, Motor Vehicle Dealers Act, 2002

Initials   DS

TERMS AND CONDITIONS OF REGISTRATION

FROM: Registrar, *Motor Vehicle Dealers Act, 2002*
Ontario Motor Vehicle Industry Council
#300-65 Overlea Boulevard
Toronto, Ontario M4H 1P1

FROM: AUTOTEK CAR SALES & SERVICE (1996) LTD.
o/a AUTO PRICE CANADA
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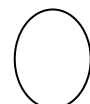
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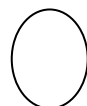
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OVERSIGHT



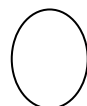
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39. Independent legal advice has been obtained or the Registrants have had the opportunity to obtain independent legal advice respecting consent to the terms and conditions contained in this document.
40. Conditions 25 and 33 shall remain in effect for 3 (three) years from the date of the Consent Order issued by the Licence Appeal Tribunal.

Signed in the City of _____ this ____ day of _____ 20____.

Name of Authorized Representative (please print clearly)



I have authority to bind the dealership. (signature)

Business Email Address (please print clearly)

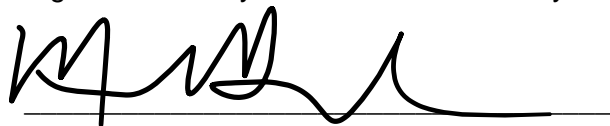
Joseph Diab

Business Email Address (please print clearly)

Ramzi Diab

Business Email Address (please print clearly)

These Terms and Conditions are accepted by the Registrar, Motor Vehicle Dealers Act, 2002.
Signed in the City of Toronto this 22nd day of July, 2024.



Maureen Harquail
Registrar, Motor Vehicle Dealers Act, 2002