



Citation: Jagatinder Jandu and Used Car Depot v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2026 ONLAT 17550

Licence Appeal Tribunal File Number: 17550/MVDA

In the matter of an appeal from a Notice of Proposal to Revoke Registrations issued by the Registrar pursuant to the *Motor Vehicle Dealers Act*, S.O. 2002, c. 30, Sch. B

Between:

Jagatinder Jandu and Used Car Depot

Appellants

And

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

DECISION

ADJUDICATOR:

Rebecca Hines

APPEARANCES:

For the Appellants:

Jonathan Gross, Counsel

For the Respondent:

Rutumi Tank, Counsel

Held by videoconference:

February 23 and 24, 2026

BACKGROUND

- [1] This is an appeal of the Notice of Proposal (“NOP”) issued by the Registrar, *Motor Vehicle Dealers Act, 2002* (the “Registrar”) on August 11, 2025, and Notice of Further and Other Particulars dated January 14, 2026 to revoke the registrations of Jagatinder Jandu (“Jandu”) and Used Car Depot (“dealership”) (collectively referred to as the “appellants”) as a motor vehicle salesperson and motor vehicle dealership.
- [2] Jandu has been registered as a motor vehicle salesperson since 1997 and is the sole officer and director of the dealership under the *Motor Vehicle Dealers Act, 2002*, S.O 2002, c. 30, Sch. B (the “Act”) and is responsible for overseeing the day-to-day operations of the dealership’s business. The dealership has been registered since 1995.
- [3] The matter proceeded to a day and a half videoconference hearing. On behalf of the respondent, I heard the testimony of John Bereczki (“Bereczski”), Inspector with the Ontario Motor Vehicle Industry Council (“OMVIC”), Bheng Punzalan (“Punzalan”) Enforcement and Registration Coordinator with OMVIC, and Isis Kramers (“Kramers”), Accounts Receivable Supervisor with Lubrico Warranty. Jandu testified on behalf of the appellants.

ISSUES IN DISPUTE

- [4] I have been asked to decide the following issues:
- ii) Whether the past conduct of Jandu afford reasonable grounds for belief that he will not carry on business in accordance with the law and with integrity and honesty, thereby disentitling him to registration pursuant to s. 6(1)(a)(ii) of the *Act*?
 - iii) Does the past conduct of Jandu as the sole officer and director of the dealership afford reasonable grounds for belief that the dealership’s business will not be carried on in accordance with the law and with integrity and honesty, thereby disentitling it to registration pursuant to s. 6(1)(d)(iii) of the *Act*?
 - iii) Whether having regards to the financial position of the dealership, it cannot reasonably be expected to be financially responsible in the conduct of its business and therefore, is disentitled to registration pursuant to section 6(1)(d)(i) of the *Act*?

- iv) Whether the appellants are in breach of a condition of their respective registrations and therefore, are also disentitled to registration pursuant to section 6(1)(f) of the *Act*?
- v) If I find that the appellants are disentitled to registration then I must determine whether to direct the Registrar to carry out its NOP or whether to substitute my opinion for that of the Registrar by attaching terms and conditions to the registrations.

RESULT

- [5] The Registrar has established that the past conduct of the appellants affords reasonable grounds for belief that the appellants will not carry on business in accordance with the law and act with honesty and integrity. However, I find that the public interest can be adequately protected by ordering an alternative penalty to revocation and by attaching terms and conditions to the licence. I therefore direct the Registrar not to carry out its NOP to revoke the registrations of the appellants under the *Act*.

PROCEDURAL ISSUE

- [6] The Registrar requests that Tabs 8, 9 and 10 (consisting of a letter from the Canada Revenue Agency (“CRA”); and a letter of credit and a letter from the appellant’s accountant) in the appellants document brief be excluded because it was not served in compliance with the Tribunal’s case conference report and order (“order”). The Tribunal’s order ordered the parties to serve any evidence they intended to rely upon by December 12, 2025, and to serve and file document briefs by January 6, 2026. The Registrar submits that the appellant first served these records on it on February 20, 2026, which was the night before the hearing. The Registrar argues that the late service of this evidence has deprived it of the opportunity to review the materials and respond in an informed way. Further, Rule 9.3 of the Licence Appeal Tribunal Rules supports that a party may not rely on the documents without the Tribunal’s permission and that if these documents are admitted they should be given limited weight.
- [7] The appellants argue that these documents should not be excluded because counsel was just retained last week and these documents could not be served by the deadline because they did not exist. Further, the appellants submit that these documents should not be given reduced weight because there was no intention to surprise the Registrar and the Tribunal has broad discretion to admit documents which are relevant to the issues in dispute.

- [8] I reserved on my ruling regarding the Registrar's request to exclude the above-noted records. However, I did advise the Registrar that extra time could be given for it to review these records to cure any prejudice. The Registrar refused this opportunity and advised that it was ready to proceed with the hearing. I decline the Registrar's request to exclude these documents. I find that to exclude this evidence would significantly prejudice the appellant's ability to defend the case against it. In addition, the Registrar was afforded an opportunity to review the documents in an effort to cure any prejudice, and the Registrar chose to refuse this opportunity.

ANALYSIS

I find that the past conduct of Jandu affords reasonable grounds for belief that he will not carry on business in accordance with the law and with integrity and honesty.

- [9] Under s. 6(1)(a)(ii) and s.6(1)(d)(iii) of the *Act*, the onus is on the Registrar to prove that the past conduct of the Jandu affords reasonable grounds for belief that he and the dealership will not carry on business in accordance with the law and with integrity and honesty. The standard of "reasonable grounds for belief" was set out by the Court of Appeal in *Ontario Alcohol and Gaming Commission of Ontario v. 751809 Ontario Inc. (Famous Flesh Gordon's)*, 2013 ONCA 157 (CanLII). The Registrar does not have to show that the past conduct makes it more likely than not that the business will not be carried out as required, but only that its belief to that effect is based on more than mere suspicion and on compelling and credible information. Further, the Registrar must also show that there is a nexus between the past conduct and the appellants' ability to conduct business under the *Act* serving the interests of the public.
- [10] The Registrar argues that it has shown reasonable grounds for belief based on the allegations outlined in its NOP and Notice of Further and Other Particulars. The allegations stem from an inspection which occurred in April 2024, which revealed that the appellants had not remitted HST payments back to the CRA and did not comply with the Registrar's request for documents. Further, that the appellants did not make timely payments for warranties paid by consumers on vehicles to the warranty provider and keep a compliant vehicle register. Finally, to date, the appellants have not complied with various terms and conditions which were agreed to on February 2, 2025. The Registrar submits that the appellants have displayed a pattern of non-compliance and has demonstrated that they are ungovernable. The Registrar also maintains that the appellants

have a responsibility to ensure they are carrying out business with honesty, integrity and in compliance with the law.

- [11] The appellants do not dispute the facts as set out in the NOP, however, submit that the dealership had been under increasing financial strain stemming from the COVID-19 pandemic. Moreover, Jandu had experienced several personal setbacks in the time period leading up to the Registrar's issuance of the NOP. In particular, several close family members had serious health issues which occurred one after the other and as a result business got away from him because he had to act as caregiver. In addition, the appellants submit that Jandu has taken responsibility for his actions because he agreed to proceed to a disciplinary proceeding without a hearing before OMVIC where he pleaded guilty to breaching the Code of Ethics and he also agreed to various penalties and conditions arising from that proceeding. Finally, the appellants argue that prior to this inspection, Jandu and the dealership had a 30-year unblemished registration history with no disciplinary proceedings, consumer complaints, or non-compliance with the *Act*. The appellants argue that this good record should be taken into consideration and that revocation of their licence is the most severe penalty and is unwarranted in this case. The appellants maintain that the most appropriate penalty would be to impose terms and conditions to their registrations which is already in place arising from the disciplinary proceeding.
- [12] Although the appellant admitted to various infractions, for context I will set out the allegations and my findings in relation to the allegations set out in the NOP and Notice of Further Particulars in turn.

Non-Compliance with Garage Register

- [13] The NOP alleges that Jandu on behalf of the dealership contravened section 57 of Ontario Regulation 333/08 (the "Regulation") and s. 60 of the *Highway Traffic Act*, R.S.O. 1990, c. H.8 ("HTA") by failing to maintain and update the garage register.
- [14] Section 57(1) of the Regulation states that registered motor vehicle dealers are required to keep certain records (commonly referred to as a garage register) under subsection 60(1) of the *HTA*, which sets out that every person who buys, sells, wrecks or otherwise deals in second-hand motor vehicles, trailers or bicycles shall keep the prescribed records of all motor vehicles, trailers or bicycles bought, sold or wrecked.

- [15] Bereczski testified that his inspection revealed there was a substantial gap in the appellant's garage register between 2017 and 2022 and following this period the register only recorded vehicle sales, not purchases, which is in non-compliance with the Regulation and the *HTA*. The Registrar relied on a screen shot of the handwritten garage ledger in support of same.
- [16] Jandu testified that between 2018 and 2023, the garage register was kept electronically but it was lost due to a flood in the dealership which destroyed the computer containing the register. The appellants submit that a dealership's purchases and sales are also recorded with the Ministry of Transportation ("MTO"), so the lost information is still accessible. Further, Jandu testified that his receptionist is currently keeping the register up to date with all of the required data.
- [17] I find that even if I were to accept Jandu's testimony that the electronic garage register from 2017 to 2022 was destroyed, I find that the appellants have not complied with the Regulation and the *HTA* because the dealership's register following 2023 establishes that Jandu was still not recording all of the required information such as vehicle purchases. Further, I was not provided with any explanation for why vehicle purchases have not been included in the current register. I find the fact that MTO keeps track of this information irrelevant because the appellants are required to comply with the *HTA* and Regulation. Consequently, I find that the Registrar has proven this allegation in the NOP.

Failure to Register and Remit Third-Party Warranty Payments

- [18] The NOP alleges that Jandu on behalf of the dealership failed to comply with s. 47(7)(c) of the Regulation because he did not register or remit warranty payments on two transactions to the vendor. Further, he remitted warranty payments on five transactions late as they were registered and paid on February 9, 2024, when the vehicles were purchased in May through August 2023.
- [19] Section 47(7)(c) of the Regulation states that when a registered dealer sells an extended warranty through the dealer to a purchaser who is not a registered dealer, the dealer shall within 30 days after the parties enter into the contract for the warranty, remit payment received from the purchaser back to the vendor of the warranty. The regulation in place during the time of the inspection put a deadline of 7 days.
- [20] Bereczski testified that during his investigation he discovered that the appellants had not registered or remitted payment of warranties bought by consumers to the vendor on two transactions. Further, his investigation revealed that the appellant

did not register the warranties or remit payment on five additional transactions within the 7-day time period and payment was remitted several months after these transactions were made. The Registrar relied on a Lubrico Warranty report which contained this information in support of Bereczki's investigation. Bereczski testified that this placed the consumers at risk of their warranties not being honoured by the vendor. He testified that when he advised Jandu of the error Jandu told him that this oversight was due to human error. Bereczski also testified that Jandu subsequently forwarded emails which confirmed that he had refunded the consumers the money paid for these warranties. The Registrar relies on a report from Lubrico warranty which supports the above allegation.

- [21] Jandu acknowledged during his testimony that he did not register or remit payment of warranties on two transactions by error and that as soon as he became aware of it, he reached out to the consumers impacted by the error and promptly refunded the money. He also testified that he was not aware of the 7-day deadline to remit payment to the vendor and from his past experience the vendor would often alert the dealership to payment and would come to the dealership to pick up the cheque. The appellants also submit that Kramers confirmed during her testimony that despite the lack of payment or late payment by the dealership Lubrico would have honoured the warranties. As a result, there was no risk of consumer harm as per the testimony of Bereczski.
- [22] As highlighted above, Jandu admitted to the facts underlying this allegation. He also submitted proof that he had remitted payment to the consumers on the warranties and a statement which he asserts supports that his warranty payments are up to date. Jandu also testified that he was not aware of the strict timelines to remit payment back to the vendor of the warranty because he has never taken OMVIC's training because he has been working as a salesperson since 1997, which was prior to OMVIC's existence.
- [23] Based on the evidence before me, I find it clear that Jandu did not comply with s. 47(7)(c) of the Regulation to register and remit warranty payments within the time required by the Regulation. Although I find Jandu's testimony that this was not done deliberately sincere, I find whether or not he did this intentionally irrelevant. I find that as the sole director of the dealership Jandu is responsible for understanding his obligations under the *Act* and regulations and is responsible for complying with same.
- [24] Although I find that there is evidence that Jandu has conducted himself with honesty and integrity by promptly refunding the consumers for the warranties, I

find that the Registrar has proven that there are reasonable grounds for belief that Jandu will not carry on business in accordance with the law because he has not kept a garage register or registered and remitted warranty payments pursuant to the regulation. I also find that there is a nexus between Jandu's past conduct as a motor vehicle salesperson to the conduct of business under the *Act* because his non-compliance with the law stems directly from carrying on business as a motor vehicle salesperson and the operations of the dealership. I find that because the Registrar has met its onus in proving that there are reasonable grounds for belief that Jandu will not carry on business in accordance with the law, this disentitles him to registration.

The past conduct of Jandu as the sole officer and director of the dealership affords reasonable grounds for belief that the dealership's business will not be carried on in accordance with the law.

[25] Section 1(2) of the *Act* states that one person is associated with another person if one person is a corporation of which the other person is an officer or director. Given that s. 6(4) says that an associated person is an interested person, a director/officer of a corporation is, by definition, an interested person. I find that Jandu and the dealership are interested persons in respect to one another because Jandu is the sole director of the dealership and exercises control over its day-to-day operations. I find that as an interested person in respect of the dealership that Jandu's conduct can be fixed to the dealership. As a result, I find that Jandu's past non-compliance with the law also disentitles the dealership to registration.

Can the dealership be trusted to act financially responsible in its conduct of business?

[26] The NOP alleges that the dealership cannot be expected to act financially responsible in the conduct of its business because Jandu failed to remit HST payments to the CRA. I find that the allegations set out in the NOP have been proven for the following reasons.

[27] I find the testimony of Bereczski persuasive that the appellants have not operated business in a financially responsible manner. Bereczski testified that he identified that the appellants had not undergone an inspection since 2017, so he sent a Notice of Inspection by email in December 2023 advising that an inspection would be carried out in January 2024. The notice requested that the appellants have various business records available for inspection including the HST Netfile and/or Notices of Assessment ("HST records") from the previous

year. Correspondence and phone log notes between Bereczski and Jandu confirm that the date of this inspection was re-scheduled four times. These emails and phone logs confirm that Jandu provided various reasons for the need to reschedule. The first was that he was on vacation on the inspection date. On the second date, Bereczski showed up to complete the inspection and Jandu advised that he had written the wrong date on his calendar and was not ready to proceed. On the third date, Jandu emailed Bereczski that something had come up and this date was again rescheduled. Bereczski testified that it is highly unusual to reschedule inspections this many times and he declined Jandu's fifth request to reschedule. The inspection finally took place on April 5, 2024.

- [28] Bereczski testified that during this inspection, Jandu did not have the requested HST records available for inspection and therefore the Inspector was unable to verify that the HST remittances were up to date. Bereczski testified that he followed up with Jandu multiple times between April 11 and 30, 2024, to follow up on the status of the HST records and Jandu advised that he was unsure how far behind he was and that he was working on it. On April 30, 2024, Bereczski again reminded Jandu to submit the HST records and provided Jandu with a copy of his Inspection Report, which emphasized the appellants' obligation to operate with financial responsibility in relation to its CRA obligations, as required under section 3(1) of O. Reg. 332/08. I find Bereczski's testimony consistent with the various email correspondence and phone logs regarding his attempts to obtain the HST records. The Registrar sent the appellants a letter dated June 11, 2024, regarding their continued non-compliance in providing the HST records.
- [29] Jandu acknowledged during his testimony that he had fallen behind in filing his taxes and making HST payments. As highlighted above, he testified that the COVID-19 pandemic and health issues with his mother, father-in-law and daughter distracted him from properly carrying out business. He testified that these family health issues have since resolved and his accountant has worked out a payment plan with CRA and he has been ensuring that HST is being remitted regularly. He testified that he does not know how far behind he was on his taxes and HST and is still waiting for his tax returns and notice of assessments from CRA. In support of his position, he relies on a recent letter from CRA which provided details of an agreement for Jandu to repay CRA \$263,300.95 for outstanding HST payments.
- [30] Jandu testified that he is in a position to repay the above funds because he owns the dealership's property and does not have to pay rent. He also owns \$900,000

to \$1.2 million in inventory and usually does 10 to 20 sales per month. As a result, he is in a position to repay CRA.

[30] I find that the Registrar has proven that Jandu has not operated business at the dealership in a financially responsible manner. I find the evidence supports that as of the date of this hearing, Jandu still has not complied with the Registrar's request for the HST records. I find it concerning that almost two years has elapsed since OMVIC's inspection, and these records are still outstanding. Further, I find it perplexing that Jandu does not know the status of his tax filings and notice of assessments in light of the importance this information could have on the present matter. I find the letter from CRA establishes that Jandu owes a significant debt. I find this also supports that Jandu on behalf of the appellants has mismanaged HST payments which was money that did not belong to the appellants.

[31] I find the Registrar has proven that the dealership has not been financially responsible in the conduct of the appellants business, which also disentitles the appellants to registration pursuant to section 6(1)(d)(i) of the *Act*.

The appellants are in breach of a condition of their respective registrations and therefore, are also disentitled to registration pursuant to section 6(1)(f) of the *Act*.

[32] The NOP alleges that Jandu on behalf of the dealership breached terms and conditions which were agreed upon and signed on February 2, 2025. The terms and conditions indicated that the appellants would provide the Registrar with an irrevocable letter of credit ("LOC") in the amount of \$20,000, by February 18, 2025, and provide the outstanding HST records.

[33] The Registrar submits that to-date, the appellants have not provided the letter of credit or the HST records, which is a clear violation of the terms and conditions agreed to. Consequently, the appellants are disentitled to registration in accordance with s. 6(1) (f) of the *Act*.

[34] The appellants argue that Jandu felt intimidated by the Registrar and felt pressured into signing the terms and conditions when he knew he would have difficulty complying with same. He believed that signing the terms and conditions was mandatory and was not aware that it was based on his agreement to sign them. The appellants also submit that the Registrar never issued a NOP pursuant to s. 9(1) of the *Act* or inform him of his right to appeal. As a result, he was not afforded procedural fairness.

- [35] I find the appellants have not complied with the terms and conditions signed on February 2, 2025. I find that s. 6 of the *Act* applies to this matter because a NOP was not issued imposing terms and conditions. However, I find the Registrar's correspondence and communications with Jandu regarding the terms and conditions could have been clearer. For example, its warning letter dated June 11, 2024, indicated that the appellants were in non-compliance with the *Act* and regulations and had failed to comply with its request for records. The letter also indicated that a failure to comply in the future could result in further administration actions and enforcement. However, what I find missing from the warning letter was anything regarding the request for terms and conditions, or that it was requesting that Jandu sign terms and conditions on consent. Further, the letter did not explain the consequences of non-compliance with terms and conditions.
- [36] I also find Punzalan's communications with Jandu unclear. An email from Punzalan to Jandu dated November 1, 2024, stated that she was attaching a letter regarding registration and terms and conditions and requested that the appellants email a signed copy of the document signifying their agreement and provide the letter of credit by December 15, 2024. Similar to the warning letter, this email did not explain that it was requesting the appellants to sign the terms and conditions on consent or provide any explanation for why it was requesting a letter of credit. Nor did it explain the consequence of failing to abide by the terms and conditions or comply with its request. Punzalan testified that she did not receive a response from Jandu, so she followed up by telephone and Jandu advised that her email was filtered into a folder that he does not check. Jandu eventually sent Punzalan the signed terms and conditions on February 2, 2024, but did not submit the letter of credit until the eve of the hearing and to-date has not submitted the requested HST records.
- [37] Jandu testified that he felt pressured to sign the terms and conditions and he believed that it was mandatory as opposed to being requested on consent. He also testified that he thought the Registrar was requesting a line of credit and did not know the difference between a line of credit versus a letter of credit. He also testified that he was unaware of the consequences for not complying with the terms and conditions because he has been in the business prior to OMVIC becoming the regulator. In addition, he did not submit the letter of credit until the eve of the hearing because he thought the disciplinary proceeding regarding the Code of Conduct resolved all of the issues.

- [38] While I agree that the Registrar's warning letter and various communications with Jandu could have been clearer, I find the Registrar had good reason to request the appellants to sign terms and conditions and request a letter of credit. Based on the facts of this case, I find the inspection of Bereczski raised serious concerns regarding the appellants' financial responsibility and non-compliance with the *Act* and regulation. Further, the appellants had yet to comply with the Registrar's repeated request for the HST records. I find the Registrar repeatedly tried to accommodate Jandu and gave multiple extensions for him to produce the HST records which as of the date of this hearing still have not been produced. Further, although I can accept that Jandu may have been confused about what a letter of credit was, I do not find his confusion regarding a line of credit persuasive because Jandu never submitted confirmation that a line of credit had been approved to the Registrar. I find it unclear why the letter of credit was not provided until the eve of this hearing, especially in light of the fact that fines were imposed along with other consequences by order of the disciplinary hearing before OMVIC.
- [39] Although I can accept that Jandu was not represented by counsel until recently, I find that ignorance of the law is not an excuse for disregarding the Registrar's request for a letter of credit or the HST records. In addition, I find that there was nothing stopping Jandu from contacting Punzalan to ask for clarification about what was required. Although I can accept that Jandu has never taken the OMVIC course, this does not excuse him from his obligation to comply with the law and the Registrar's request for documents. Consequently, I find that Jandu breached the terms and conditions which disentitles the appellants to registration in accordance with s. 6(1) (f) of the *Act*.

Should registration(s) be revoked, or should they continue with conditions attached?

- [40] The Tribunal has the statutory discretion under s. 9(5) of the *Act* to consider each appellant's circumstances and determine whether the public interest requires outright revocation of registration or whether the purpose of the *Act* can be adequately protected through continuing registration with conditions.
- [41] The *Act* has two broad purposes: first, to provide protection to consumers; and second, to promote professionalism amongst dealers and salespeople within the automobile industry.
- [42] The Registrar argues that terms and conditions are not appropriate in this case because the appellants have displayed a pattern of non-compliance with the *Act*

and regulations. In support of its position that revocation of the appellants' registrations is the appropriate remedy, the Registrar relies on the decision of this Tribunal in *11640 v. Registrar, Motor Vehicle Dealers Act*, 2002, 2019 CanLII 77001 (ON LAT) ("11640") where the adjudicator determined that revocation of the appellant's registration was the appropriate penalty. In that case, the adjudicator highlighted that the absence of real harm does not excuse the mismanagement of consumer funds.

[43] The appellants argue that revocation of a registration should only be considered in the most severe circumstances. The appellants have a 30-year unblemished history as a salesperson and dealership in the industry, and the recent deviation is not part of a pattern of doing business. The appellants rely on this Tribunal's decision in *11248 v. Registrar of Alcohol, Gaming and Racing*, 2018 CanLII 117012 (ON LAT), which was upheld by the Divisional Court in *Registrar, AGCO v. Kyron*, 2019 ONSC 5039. In this decision, the adjudicator placed significant weight on the appellant's prior clean record in deciding not to revoke their licence.

[44] The appellants also submit that Jandu has already taken full responsibility and has shown remorse for his past non-compliance with the *Act* and regulations. For example, in OMVIC's disciplinary proceeding regarding his breach of the Code of Ethics he agreed to pay monetary fines on behalf of himself and the dealership and has agreed to provide the HST records. He has also agreed to take OMVIC's key elements training and in this case has provided the requested letter of credit. He submits that because he has taken responsibility additional terms and conditions are not required. However, he is willing to adhere to any additional terms and conditions I deem necessary such as providing the outstanding HST notice of assessments to the Registrar within two weeks of receipt of same.

[45] I find that revocation of the appellants' registrations is not the appropriate penalty in this case for the following reasons:

- i) First, I have given significant weight to the fact that the appellants have a 30-year unblemished record with no consumer complaints or disciplinary action taken by OMVIC. Bereczki confirmed during his testimony that his past inspections did not find any issues with the appellants' business. I find this clean history supports that the appellants have carried on business in accordance with the law and with honesty and integrity in the past and that this brief period of non-compliance is not part of a broader pattern. Moreover, I find that when Jandu realized that he had made the

mistake regarding paying out the warranties he promptly contacted the consumers affected and issued refunds.

- ii) Second, although Jandu complied with OMVIC's request for a letter of credit late, I find this issue has since been resolved. He has also taken steps to ensure his taxes are up to date and has an agreement to repay HST arrears to CRA. Jandu has also agreed to take OMVIC's key elements course as part of OMVIC's disciplinary proceedings which will educate him on his obligations to comply with the *Act* and regulations in order to ensure compliance in the future.
- iii) Third, I find this case is distinguishable from 11640 because in that case the appellant failed to pay out liens on consumer vehicles and had several cheques issued to creditors bounce. In this case, the appellants failed to promptly remit HST payments to CRA, which had no impact on the consumer. I also note that the appellant did not participate in the hearing in that case, so the adjudicator did not have any evidence to refute the Registrar's position. In this case, I believe that Jandu is remorseful for his past conduct and has taken responsibility to ensure compliance with the *Act* and regulations in the future.

[46] For these reasons, I find that the public interest can be adequately protected with terms and conditions.

ORDER

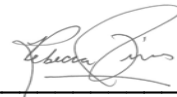
[47] For the reasons set out above, pursuant to s. 9(5) of the *Act*, I direct the Registrar not to carry out the NOP to revoke the registrations of the appellants. I substitute my opinion for that of the Registrar as follows.

[48] The registrations of Jandu and the dealership are subject to the following terms and conditions:

- i) Jandu will complete OMVIC's certification course at their own cost within 6 months of the release of this decision and will provide proof of satisfactory completion to OMVIC.
- ii) The appellants will submit all outstanding Notice of Assessments and tax information to the Registrar within two weeks after receiving same from CRA.

- iii) The appellants will submit proof to the Registrar on a monthly basis that it is in good standing in its repayment schedule for outstanding HST to the CRA.
- iv) The appellants will comply with all of the other terms and conditions agreed to on February 2, 2025.

Released: April 7, 2026



Rebecca Hines
Adjudicator