VIA COURIER

IN THE MATTER OF THE MOTOR VEHICLE DEALERS ACT, 2002, S.O. 2002, CHAPTER 30, SCHEDULE B

and Regulations, as amended

- and -

IN THE MATTER OF the registration of BENJAMIN LOVELL

TO: BENJAMIN LOVELL

NOTICE OF PROPOSAL TO REVOKE REGISTRATION

Take notice that pursuant to Section 9 of the *Motor Vehicle Dealers Act, 2002* (the "Act") the Registrar is proposing to revoke the registration of Benjamin Lovell as a motor vehicle salesperson under the Act.

REASONS

The intention and objective of the Act is to protect the public interest. In doing so, the Act prohibits the making of false statements in an application for registration or renewal and requires that Registrants be financially responsible in the conduct of business and that they carry on business in accordance with the law and with integrity and honesty. Benjamin Lovell's past conduct is inconsistent with the intention and objective of the Act, and therefore warrants disentitlement to registration under the Act.

PARTICULARS

The reasons for this proposal are:

1. Benjamin Lovell ("**Lovell**") is a registered motor vehicle salesperson under the Act. Lovell was originally registered on or about September 9, 2014.
2. 16935699 Canada Corp. is a corporation registered pursuant to the laws of Canada and operates under the name "**Carbucks**." Lovell is a director of Carbucks.
3. Carbucks is not registered under the Act to trade in motor vehicles.

INTERESTED PERSONS

4. Pursuant to section 6(4) of the Act, Lovell and Carbucks are interested persons in respect to one another because they:

    a. Are associated with each other;

    b. Have, or may have, a beneficial interest in each other's business;

    c. Exercise, or may exercise control over each other, and/or;

    d. Have provided, or may have provided financing, to each other's business.

PAST CONDUCT

The 2024 Proposal to Refuse Registration

5. On or about February 14, 2024, the Registrar, Motor Vehicle Dealers Act, 2002 (the "**Registrar**") issued a Notice of Proposal to Refuse the registration of Lovell as a motor vehicle salesperson under the Act (the "**2024 Proposal**") attached hereto as Schedule "A".

6. The 2024 Proposal alleged, among other things:

    a. Lovell falsified documents and information submitted to a financial institution to obtain financing for a consumer's motor vehicle purchase, including: a bill of sale; and other information submitted in support of the financing application;

    b. Lovell falsely represented to a consumer that purchasing an extended warranty was required to obtain lender financing;

    c. As a result of his conduct, Lovell was charged with offences under sections 14 and 17 of the Consumer Protection Act; and

    d. Lovell falsely indicated in an application for registration that he had never been charged with an offence;

7. On or about June 21, 2024, the Licence Appeal Tribunal issued a consent order which imposed terms and conditions agreed upon by both the Registrar and Lovell (the "**2024 Terms and Conditions**") attached hereto as Schedule "B".

Prior Convictions

8. On or about December 5, 2024, Lovell pleaded guilty to one count of furnishing false information contrary to section 27 of the MVDA and one count engaging in an unfair practice by making a false, misleading or deceptive representation under section 14 and 17 of the Consumer Protection Act. These charges corresponded to the allegations in the 2024 Proposal.

9. Lovell received a fine of $2,000 for the conviction under the Act and $1,500 for the conviction under the Consumer Protection Act.

The 2021 Tesla: Unregistered Trading and Consumer Harm

10. On or around May 8, 2025, a consumer, "RS", contacted Carbucks electronically for the purposes of purchasing a motor vehicle. RS agreed to purchase a 2021 Tesla (VIN: *** 0559) and trade in her 2020 Honda CRV (VIN: *** 9033).

11. Lovell, on behalf of Carbucks, provided RS with a bill of sale indicating that the vehicle was purchased from a different motor vehicle dealer named Pembroke Auto Sales Ltd. ("**Pembroke**").

12. Pembroke is a registered motor vehicle dealer. Lovell, at the relevant time, was a salesperson registered to Pembroke and signed the bill of sale on Pembroke's behalf.

13. On or around May 14, 2025, the 2021 Tesla was delivered to RS's residence.

14. Once the vehicle was delivered, RS discovered that the vehicle's windshield was cracked and the keycards were damaged. Upon driving the vehicle on the same day it was delivered, RS encountered condition issues which required the vehicle to be towed to a Tesla service center.

15. On or around May 16, 2025, RS paid a Tesla service center $563.31 for services performed on the vehicle. RS encountered further costs, including the costs of towing and a rental vehicle.

16. RS contacted Lovell about the issues who directed her to Car Connection, a third-party motor vehicle dealer that performed a safety inspection on the vehicle and sold it to Pembroke. Car Connection completed some repairs but declined others since RS was not its customer.

17. On or around June 24, 2025, a service estimate was issued for the vehicle indicating it required $3,712.28 in services.

18. Lovell provided RS with $1,000 but subsequently seized all communication with RS after her continued requests for rectifying issues with the vehicle.

19. As a result, Lovell and Carbucks were each charged with one count of operating as an unregistered Dealer under the Act and one count each of engaging in an unfair practice under the Consumer Protection Act. The charges are currently pending before the court.

2022 Mitsubishi RVR: Deceptive Sales Practices

20. In or around October 2024, a consumer "CD" submitted information in an online portal that advertised vehicles for sale. Lovell contacted CD on behalf of Hello Motors Inc., a registered motor vehicle dealer.

21. Lovell recommended to CD that he purchase a Mitsubishi Outlander, which had features that CD was searching for in a vehicle including a remote starter and lane detection system. As part of inducing CD to purchase the vehicle, Lovell sent CD photos of a Mitsubishi Outlander. CD agreed to purchase the vehicle for $29,155.74 (the total amount to be financed).

22. Lovell electronically sent CD a bill of sale, and documents to obtain purchase financing for the vehicle. Unbeknownst to CD, the bill of sale indicated he was purchasing a Mitsubishi RVR, a vehicle that is a lower-class model with less features and a significantly lower retail purchase price/value than a Mitsubishi Outlander.

23. Upon delivery of the vehicle, CD immediately noticed that it was not a Mitsubishi Outlander as discussed with Lovell. CD contacted Lovell to discuss the issue and was advised that the Mitsubishi Outlander they discussed was sold and the RVR was the only vehicle available.

24. CD also encountered issues with the Mitsubishi RVR upon delivery which included a cracked windshield, a single key, dents, missing hubcap(s), floor mats and owner's manual.

25. Unbeknownst to CD, the Mitsubishi RVR was previously owned by a rental company. Despite this, the bill of sale failed to indicate that it had been leased on a daily basis (that is, it was formerly a daily rental) contrary to section 42(7)l of O. Reg 333/08.

26. CD was also charged duplicate fees to obtain financing from Hello Motors Inc. and the lender.

27. As a result, Lovell was charged with engaging in an unfair practice contrary to the Consumer Protection Act. The charge is currently pending before the court.

Unauthorized Use of Consumer Images and Unregistered Trading

28. On or around July 26, 2024, a consumer, “BM”, purchased a 2021 Audi Q3 from a registered motor vehicle dealer. The consumer was photographed with the vehicle when it was delivered to her.

29. In or around November 2024, the photograph of BM and the vehicle was published online as being associated with Carbucks.

30. On or around July 29, 2025, BM emailed a cease and desist letter to Carbucks which indicated, among other things, that the consumer did not conduct business with Carbucks.

31. Lovell sent a responding email to BM which stated that her purchase of the 2021 Audi Q3 was completed through Carbucks.

32. As a result, Carbucks was operating as an unregistered motor vehicle dealer.

Breach of LAT-Imposed Conditions of Registration

33. As referred to above, Lovell’s registration under the Act is subject to conditions of registration ordered by the Licence Appeal Tribunal. Conditions ordered by the tribunal include:

    a. Condition one: Lovell will comply with all requirements of the MVDA and Ontario Regulation 333/08, the *Code of Ethics* in Ontario Regulation 332/08, and the Ontario Motor Vehicle Industry Council (“OMVIC”) Standards of Business Practice, 2010, as may be amended from time to time. Lovell further agree to read all correspondence and bulletins from OMVIC as released.

    b. Condition two: Lovell shall not do anything or omit to do anything that causes his sponsoring dealer to breach the MVDA or its regulations made thereto, the Consumer Protection Act, 2002 or any other law relating to the trade of motor vehicles.

c. Condition five: Lovell will ensure that his registration will not be used to trade in motor vehicles where he knows, or ought to know, that the trade will facilitate an illegal or unethical practice.

d. Condition eight: Lovell will ensure that all documents and information used or created for the purpose of a trade in a motor vehicle is accurate, truthful and does not misrepresent the nature of the transaction.

e. Condition nine: Lovell will ensure that all trades in motor vehicles that he is involved in 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.

f. Condition ten: Lovell will not to be partner, shareholder, officer, director, controlling mind or person-in-charge of a dealer.

g. Condition thirteen: Lovell agrees to provide conscientious service to customers in the course of a trade in a motor vehicle and to demonstrate reasonable knowledge, skill, judgment, and competence in providing these services.

h. Condition fifteen: In the course of a trade of a motor vehicle, Lovell will not make any verbal or written representation that is false, misleading, or unprofessional.

i. Condition seventeen: In carrying on business under the MVDA, Lovell will not engage in any act or omission that, having regard to all the circumstances and his obligations pursuant to the MVDA and regulations made thereto, would reasonably be regarded as disgraceful, dishonorable, unprofessional or unbecoming a registrant.

j. Condition eighteen: Lovell will act with honesty, integrity and fairness and will use best efforts to prevent errors, misrepresentations, fraud, or any unethical practice in respect of a trade in a motor vehicle.

34. Through his conduct particularized above, Lovell breached each of the above-noted conditions of his registration as ordered by the Licence Appeal Tribunal.

GENERALLY

35. Lovell's past conduct disentitles him to registration pursuant to section 6(1)(a)(ii) of the Act.

36. Carbucks' past conduct, as an interested person with respect to Lovell, disentitles Lovell to registration pursuant to section 6(1)(a)(ii) of the Act.

37. Lovell's breach of conditions of registration disentitles him to registration under the Act pursuant to section 6(1)(f) of the Act.

RIGHT TO A HEARING

Section 9(2) of the Act provides that an Applicant/Registrant is entitled to a hearing by the Licence Appeal Tribunal in respect of this proposal, if **WITHIN 15 DAYS** after service of this proposal, the Applicant/Registrant mails or delivers a written request for a hearing, to the following parties:

Licence Appeal Tribunal
Tribunals Ontario
General Services
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6
Email: LATRegistrar@ontario.ca

- AND TO -

Ontario Motor Vehicle Industry Council (OMVIC)
Registrar, *Motor Vehicle Dealers Act, 2002*
65 Overlea Blvd., Suite 300
Toronto, ON M4H 1P1
Email: Legal_Dept@omvic.on.ca

Note that Section 9(4) of the Act provides that where the Applicant/Registrant does not require a hearing by the Tribunal in accordance with subsection 9(2), the Registrar may carry out the proposal to refuse/revoke/suspend the registration, without further notice to you.

Section 9(5) of the Act provides that where an Applicant/Registrant requires a hearing, the Tribunal shall schedule a hearing. At that time, the Tribunal may order the Registrar to carry out, or refrain from carrying out this proposal, or may order that the Registrar take such action as the Tribunal considers appropriate, in accordance with the Act and the regulations.

Section 9 (5) of the Act provides that the Tribunal may attach such terms and conditions to its Order or to the registration, as it considers proper to give effect to the purposes of the Act.

APPLICATION OF THE *STATUTORY POWERS PROCEDURE ACT*

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

The Registrar states that the good character, propriety of conduct or competence of the Applicant/Registrant shall be an issue in any hearing before the Tribunal and the Registrar has, therefore, furnished herein reasonable information of allegations with respect thereto.

APPLICATION OF THE COMMON RULES OF PRACTICE AND PROCEDURE FOR THE LICENCE APPEAL TRIBUNAL, ANIMAL CARE REVIEW BOARD, and FIRE SAFETY COMMISSION

This is to serve as notice that the Registrar shall make application for its costs pursuant to Rule 19 of the Common 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 grounds for refusal/revocation/suspension of registration.

DATED at Toronto, this 23rd day of July 2026.

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

SCHEDULE "A"

VIA COURIER

IN THE MATTER OF the Motor Vehicle Dealers Act, 2002, S.O. 2002, Chapter 30, Schedule B and Regulations, as amended

- and -

IN THE MATTER OF the registration of BENJAMIN LOVELL

TO: BENJAMIN LOVELL
[redacted]

NOTICE OF PROPOSAL TO REFUSE REGISTRATION

Take notice that pursuant to Section 9 of the *Motor Vehicle Dealers Act, 2002* (the "Act") the Registrar is proposing to refuse the registration of Benjamin Lovell as a motor vehicle salesperson under the Act.

REASONS

The intention and objective of the Act is to protect the public interest. In doing so, the Act prohibits the making of false statements in an application for registration or renewal and requires that Applicants be financially responsible in the conduct of business and that they carry on business in accordance with the law and with integrity and honesty. Benjamin Lovell's past conduct and provision of false statements in an application for registration are inconsistent with the intention and objective of the Act, and therefore warrants disentitlement to registration under the Act.

PARTICULARS

The reasons for this proposal are:

1. Benjamin Lovell ("Lovell") was a registered motor vehicle salesperson. Lovell was originally registered on or about September 25, 2019.

2. Since on or about March 16, 2022, Lovell was employed as a finance manager of his then sponsoring dealer (the "Dealer"). Lovell's registration expired on or about November 7, 2023.

3. On or about February 14, 2024, Lovell submitted an application to renew his registration and to be registered with a new sponsoring dealer.

   PAST CONDUCT

4. On or around May 12, 2023, a consumer contacted the Dealer in relation to an online advertisement. The advertisement suggested that the Dealer could provide loans to consumers.

5. The consumer corresponded with Lovell and provided him with personal information for the purposes of obtaining an unsecured loan.

6. On or around May 15, 2023, Lovell informed the consumer that the Dealer could not find a lender to provide her with a loan. Lovell explained that as an alternative, the consumer could refinance the existing loan against her vehicle, a 2016 Fiat 500X, for a higher principal amount. The difference between the loan amounts were to be provided to the consumer as “cash back”. Lovell represented that this would be a secured loan against her vehicle.

7. On or around May 18, 2023, Lovell represented that the consumer could obtain a loan against the Fiat 500X with bi-weekly payments of $281 and $3,500 cashback. The consumer agreed to this arrangement.

8. On or around May 18, 2023, the Dealer prepared a bill of sale that falsely suggested it was selling the consumer her own vehicle. Lovell requested that the consumer not tell the lender that the transaction was a refinance, rather than sale.

9. In addition to the false bill of sale, the application for financing that was submitted to the lender contained falsified information. Specifically, the loan application overstates the consumer’s housing and employment history, as well as understates her monthly housing payments. The application also misstates the condition of the vehicle and its features, which misrepresented its value to the lender.

10. Lovell thereby falsified and/or furnished false information and documents related to the trade of a motor vehicle, contrary to sections 26 and 27 of the Act. Lovell has been charged with falsifying and furnishing false information, contrary to sections 26 and 27 of the Act. These charges are currently pending before the courts.

11. On or around May 23, 2023, the consumer asked Lovell to explain, among other things, why there was an extended warranty product in the amount of $2,499 and a gap insurance product in the amount of $1,999 on the bill of sale.

12. Lovell represented to the consumer that due to her credit history, the lender required that she purchase the warranty and gap insurance products. These representations were false and contrary to section 14 and 17 of the Consumer Protection Act, 2002 S.O. 2002, c 30, Sched. A (the “CPA”).

13. Lovell has been charged with making a false representation, contrary to section 14 and 17 of the CPA for his representation that gap insurance was required to obtain financing and for his representation that extended warranty was required for financing. These charges are currently pending before the courts.

False Statements on an Application for Registration

14. The eligibility section of Lovell’s application for registration asks if he has ever been charged with an offence under any law, within or outside of Canada. Lovell answered “No.”

15. Lovell’s answer was false.

GENERALLY

16. Lovell's past conduct affords reasonable grounds for belief that he will not carry on business in accordance with law and with integrity and honesty and is therefore disentitled to registration pursuant to section 6(1)(a)(ii) of the Act.

17. Lovell's false statements in his application for registration as a salesperson under the Act disentitle him to registration pursuant to section 6(1)(a)(iii) of the Act.

RIGHT TO A HEARING

Section 9(2) of the Act provides that an Applicant/Registrant is entitled to a hearing by the Licence Appeal Tribunal in respect of this proposal, if **WITHIN 15 DAYS** after service of this proposal, the Applicant/Registrant mails or delivers a written request for a hearing, to the following parties:

Licence Appeal Tribunal
Tribunals Ontario
General Services
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6
Email: LATRegistrar@ontario.ca

- AND TO -

Ontario Motor Vehicle Industry Council (OMVIC)
Registrar, *Motor Vehicle Dealers Act, 2002*
65 Overlea Blvd., Suite 300
Toronto, ON M4H 1P1
Email: Legal_Dept@omvic.on.ca

Note that Section 9(4) of the Act provides that where the Applicant/Registrant does not require a hearing by the Tribunal in accordance with subsection 9(2), the Registrar may carry out the proposal to refuse/revoke/suspend the registration, without further notice to you.

Section 9(5) of the Act provides that where an Applicant/Registrant requires a hearing, the Tribunal shall schedule a hearing. At that time, the Tribunal may order the Registrar to carry out, or refrain from carrying out this proposal, or may order that the Registrar take such action as the Tribunal considers appropriate, in accordance with the Act and the regulations.

Section 9 (5) of the Act provides that the Tribunal may attach such terms and conditions to its Order or to the registration, as it considers proper to give effect to the purposes of the Act.

APPLICATION OF THE *STATUTORY POWERS PROCEDURE ACT*

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

The Registrar states that the good character, propriety of conduct or competence of the Applicant/Registrant shall be an issue in any hearing before the Tribunal and the Registrar has, therefore, furnished herein reasonable information of allegations with respect thereto.

APPLICATION OF THE COMMON RULES OF PRACTICE AND PROCEDURE FOR THE LICENCE APPEAL TRIBUNAL, ANIMAL CARE REVIEW BOARD, and FIRE SAFETY COMMISSION

This is to serve as notice that the Registrar shall make application for its costs pursuant to Rule 19 of the Common 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 grounds for refusal/revocation/suspension of registration.

DATED at Toronto, this 14th day of February, 2024.

Maureen Harquail
Registrar
Motor Vehicle Dealers Act, 2002

SCHEDULE "B"

Tribunals Ontario
Licence Appeal Tribunal

Tribunaux décisionnels Ontario
Tribunal d'appel en matière de permis

Citation: Benjamin Lovell v Registrar, *Motor Vehicle Dealers Act, 2002*, 2024 ONLAT MVDA 15723

File Number: 15723/MVDA

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

Between:

Benjamin Lovell

Appellant

-and-

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

CASE CONFERENCE REPORT & ORDER

ADJUDICATOR: Jeffery Campbell, Vice-Chair

CONSENT ORDER

ADJUDICATOR: **Jeffery Campbell, Vice-Chair**

Date: **June 21, 2024**

BACKGROUND

[1] Benjamin Lovell ("the Appellant") appeals from a Notice of Proposal issued by the Registrar to refuse the appellant's registration as a motor vehicle salesperson under the *Motor Vehicle Dealers Act, 2002* (the Act).

[2] The Registrar alleges that the Appellant is not entitled to registration because his past conduct affords reasonable grounds for belief that he will not carry on business in accordance with the law and with integrity and honesty and that he provided false information on his registration application (subsections 6(1)(a)(ii) and (iii) of the Act).

[3] The parties advised the Tribunal that they had resolved the issues in dispute and both parties have consented to the registration of the Appellant as a motor salesperson under the *Act* on the terms and conditions set out in Terms and Conditions between the Appellant and the Registrar signed by the Appellant on June 12, 2024 and by the Registrar on June 21, 2024. The Terms and Conditions shall constitute Schedule A.

[4] 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:

[5] 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 and Conditions set out in the agreement signed by the Appellant on June 12, 2024 and by the Registrar on June 21, 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: June 21, 2024

Schedule A

TO: Licence Appeal Tribunal
Tribunals Ontario
General Services
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

FROM: Registrar
Motor Vehicle Dealers Act, 2002
Ontario Motor Vehicle Industry Council
65 Overlea Blvd., Suite 300
Toronto, ON M4H 1P1

AND FROM: Benjamin Lovell

[Address Omitted]

In accordance with subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* (the "MVDA"), Benjamin Lovell ("Lovell") 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:

1. Lovell will comply with all requirements of the MVDA and Ontario Regulation 333/08, the *Code of Ethics* in Ontario Regulation 332/08, and the Ontario Motor Vehicle Industry Council ("OMVIC") Standards of Business Practice, 2010, as may be amended from time to time. Lovell further agree to read all correspondence and bulletins from OMVIC as released.

COMPLIANCE

2. Lovell shall not do anything or omit to do anything that causes his sponsoring dealer to breach the MVDA or its regulations made thereto, the Consumer Protection Act, 2002 or any other law relating to the trade of motor vehicles.
3. Lovell will ensure that all employers, sponsoring dealers or similar are informed of the Terms and Conditions contained in this document to the extent necessary to ensure compliance with these Terms and Conditions.
4. Lovell will provide the sponsoring Dealer with notice in writing of any findings of guilt, or convictions of pending charges or subsequent charges.
5. Lovell will ensure that his registration will not be used to trade in motor vehicles where he knows, or ought to know, that the trade will facilitate an illegal or unethical practice.
6. Lovell will not enter into an employment agreement with Charles Cadman, Bobby Wilkinson, or any motor vehicle dealership owned or operated directly or indirectly by them and will not engage in any trade of a motor vehicle on their behalf.
7. Lovell shall be truthful in all correspondence with the Registrar or the Registrar's representatives.

DOCUMENTS

8. Lovell will ensure that all documents and information used or created for the purpose of a trade in a motor vehicle is accurate, truthful and does not misrepresent the nature of the transaction.
9. Lovell will ensure that all trades in motor vehicles that he is involved in 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.
10. Lovell will not to be partner, shareholder, officer, director, controlling mind or person-in-charge of a dealer.
11. Lovell agrees not to be a final signatory on any sales, purchase, or lease contracts for a motor vehicle.

CUSTOMERS

12. Lovell agrees to not use, access, copy, or transmit any document, information, or data during a trade of a motor vehicle for any reason other than its intended purpose.
13. Lovell agrees to provide conscientious service to customers in the course of a trade in a motor vehicle and to demonstrate reasonable knowledge, skill, judgment, and

competence in providing these services.

14. Lovell agrees to not represent any fee, service, product, or similar as mandatory or a mandatory condition of financing unless that statement is true.
15. In the course of a trade of a motor vehicle, Lovell will not make any verbal or written representation that is false, misleading, or unprofessional.
16. Lovell agrees to communicate with consumers in a manner that is honest, respectful, and would not be regarded as insulting to human dignity, lacking of integrity or dishonest.

GENERAL

17. In carrying on business under the MVDA, Lovell will not engage in any act or omission that, having regard to all the circumstances and his obligations pursuant to the MVDA and regulations made thereto, would reasonably be regarded as disgraceful, dishonorable, unprofessional or unbecoming a registrant.
18. Lovell will act with honesty, integrity and fairness and will use best efforts to prevent errors, misrepresentations, fraud, or any unethical practice in respect of a trade in a motor vehicle.
19. Lovell will provide the Registrar with notice in writing, within five days of any substantive changes required to be disclosed under section 31 of Ontario Regulation 333/08.

ACKNOWLEDGMENT AND UNDERTAKING

20. The Registrar is relying on the accuracy and completeness of all documents, statements or information provided by Lovell as applicable.
21. The documents, information or statements provided to the Registrar are true to the best of the Appellants' knowledge, and belief.
22. Independent legal advice has been obtained or the Appellant has had the opportunity to obtain independent legal advice respecting consent to the Terms and Conditions contained in this document.
23. 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.
24. Conditions 4, 10-11 will apply for a period of two years from the date this order is issued by the Tribunal.
25. Condition 6 will apply for a period of three years from the date this order is issued by the Tribunal.

Signed in the City of Toronto this 12 day of June 2024.

Benjamin Lovell (signature)

These Terms and Conditions are accepted by the Registrar, Motor Vehicle Dealers Act, 2002.
Signed in the City of Toronto this 21 day of June 2024.

Maureen Harquail
Registrar, Motor Vehicle Dealers Act, 2002