

DISCIPLINE DECISION

REVIEWING PANEL: Sherry Darvish, Public Member
Joe Malfara, Registrant Member
Chris Pinelli, Registrant Member

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

B E T W E E N :

ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL)
)
- and -)
RITE PRICE AUTO SALES INC.)
)
- and -)
THULFIQAR M. OUSH)
)
- and -)
MAHDI SHAKIR)
)

This matter proceeded by way of Rule 1.07 of the Rules of Practice before the Discipline Tribunal and the Appeals Tribunal. This Reviewing Panel has reviewed and considered written materials from the Parties together with a waiver of the requirement for an oral hearing and hereby makes the following Order:

Date of Decision: May 25, 2026

Findings: **Rite Price Auto Sales Inc. (the “Dealer”) has breached the following:**

- Sections 4(1), 4(2), 7(1), 9(1), 9(3), and 9(4) of the Code of Ethics, O. Reg. 332/08

Thulfiqar M. Oush has breached the following:

- Section 6(2) and 9(3) of the Code of Ethics, O. Reg. 332/08

Mahdi Shakir has breached the following:

- Section 4(1), 4(2), 6(2) and 9(3) of the Code of Ethics, O. Reg. 332/08

Order:

1. The Dealer shall pay a fine in the amount of **\$8,000** no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
2. Thulfiqar M. Oush ("Oush") shall pay a fine in the amount of **\$1,000** no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
3. Mahdi Shakir ("Shakir") shall pay a fine in the amount of **\$1,000** no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
4. Oush shall successfully complete (with a passing grade of at least 80%) the MVDA Key Elements Course, no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
5. Shakir shall successfully complete (with a passing grade of at least 80%) the MVDA Key Elements Course, no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
6. The Dealer shall **offer** to all current and future salespersons, employed by the Dealer, to **fund** their completion of the Automotive Certification Course, no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.

Overview

This matter proceeded on the basis of an Agreed Statement of Facts, dated March 12, 2026, a jointly proposed disposition and a waiver of oral hearing, pursuant to Rule 1.07 of the Rules of Practice before the Discipline Tribunal and the Appeals Tribunal. The Agreed Statement of Facts states in relevant part as follows:

Background:

1. The Dealer was first registered as a motor vehicle dealer in and around April 2021.
2. Oush was first registered as a salesperson in and around August 2015. At all material times, Oush has been a General Manager, Director, and the Person in Charge of the day-to-day activities of the Dealer.
3. Shakir was first registered as a salesperson in and around February 2024. At all material times, Shakir has acted as a salesperson on behalf of the Dealer.

Terms and Conditions

4. On or about April 15, 2021, the Dealer consented to Terms and Conditions of Registration (the "T&Cs"). Paragraphs 1, 14, and 19 of the T&Cs state the following:
 1. The Registrant 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 Registrant further agrees to read all correspondence and bulletins from OMVIC as released.
 14. The Registrant will ensure that all vehicles purchased will be registered within 6 days in accordance with section 11 of the *Highway Traffic Act* ("HTA").
 19. The Registrant will disclose all material facts about the motor vehicles for purchase or lease to its customers. The Registrant further agrees to disclose all material facts on the Bill of Sale, in writing. The Registrant will ensure compliance with the disclosure obligation 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 Registrant further agrees to disclose as much detail as possible regarding the nature and severity of the damage. The Registrant undertakes to research the history of all the motor vehicles under trade to ensure all material facts are disclosed.

Reminders to Comply

5. During a remote inspection on or about June 3, 2021, a representative of the Registrar reminded the Dealer and Oush via email of the Dealer's disclosure obligations on retail bills of sale ("RBOS") under section 42 of O. Reg. 333/08, as well as its disclosure obligations on advertisements under section 36 of O. Reg. 333/08.
6. During an inspection on or about May 2, 2024, a representative of the Registrar reminded the Dealer and Oush of the Dealer's obligation to ensure all vehicles bought and sold are registered with the Ministry of Transportation (the "MTO") within 6 days of the transaction, pursuant to section 60 of the *Highway Traffic Act* ("HTA"). The Registrar's representative also reminded the Dealer and Oush of the Dealer's disclosure obligations on retail bills of sale under section 42 of O. Reg. 333/08.

Dealer's Non-Compliance

A. 2014 Ford Fusion

7. On or about August 13, 2024, the Dealer purchased a 2014 Ford Fusion (VIN# *334281) (the "Ford Fusion") from another dealer (selling the Ford Fusion on behalf of an insurer). The wholesale bill of sale ("WBOS") disclosed to the Dealer that the Ford Fusion has been declared a total loss by the insurer and that the manufacturer's warranty has been cancelled. In addition, the WBOS disclosed two glass damage records, as well as a repair estimate of \$8,474.01.
8. The vehicle also had accident claim of \$12,239 dated on or about June 30, 2024.

9. On or about October 16, 2024, the Dealer registered the Ford Fusion with the MTO under its own name, more than 2 months after purchasing the Ford Fusion. As such, the Dealer failed to ensure it was registered within 6 days, contrary to section 11(2) of the HTA, paragraphs 1 and 14 of the T&Cs, as well as section 9(1) of the Code of Ethics.
10. On or before October 12, 2024, Shakir, on behalf of the Dealer, published an online advertisement for the Ford Fusion, with an advertised price of \$7,999 plus tax and licensing. The advertisement indicated that the Ford Fusion was a “clean car”, “has no issues at all”, and has “no damage”, and that “[e]verything works perfect”.
11. On or about October 12, 2024, a consumer (“Consumer A”) made inquiries about the Ford Fusion. Shakir, acting on behalf of the Dealer, engaged in online communications with Consumer A. Shakir disclosed that the Ford Fusion had “[o]nly glass report”; however, he failed to disclose the declaration of total loss, the cancellation of the manufacturer’s warranty, the repair estimate of \$8,474.01 or accident claim of \$12,239.
12. The advertisement, as well as Shakir’s communications with Consumer A prior to the sale of the vehicle, misrepresented the condition and accurate history of the Ford Fusion to Consumer A. As such, the Dealer has contravened paragraph 1 of the T&Cs and sections 4(1) and (2) and 9(1), (3), and (4) of the Code of Ethics.
13. On or about October 17, 2024, Shakir, acting on behalf of the Dealer, sold the Ford Fusion to Consumer A for \$7,600 plus tax and licensing, along with an extended warranty. On the Consumer’s copy of the Retail Bill of Sale (“RBOS”), the Dealer failed to disclose any of the Ford Fusion’s material facts, including the declaration of total loss, the cancellation of the manufacturer’s warranty, the two glass damage records (claim amounts of \$132 and \$718), or the repair estimate of \$8,474.01 or accident claim of \$12,239.
14. On or about April 9, 2025, after becoming aware of the Ford Fusion’s history and accident claim of \$12,239, Consumer A filed a complaint with a representative of the Registrar.
15. The Dealer explained to a representative of the Registrar that it had stamped its own copy of the RBOS with the material fact disclosures. In addition, it indicated that it had provided a separate disclosure statement to Consumer A. This disclosure statement indicated the declaration of total loss as well as the cancellation of the manufacturer’s warranty. It also disclosed that the door and fender of the Ford Fusion had been replaced. However, it did not disclose the repair estimate of \$8,474.01, accident claim of \$12,239, or the two glass damage records (\$132 and \$718).
16. However, Consumer A’s copy of the RBOS does not include this stamp nor does it include the aforementioned disclosure statement.
17. As such, the Dealer failed to disclose, in writing on Consumer A’s RBOS, all disclosures as required. This is contrary to paragraphs 1 and 19 of the T&Cs and sections 40(2)(1) and 42(19), (20), (21), and (25) of O. Reg. 333/08, as well as sections 7(1), 9(1) and (3) of the Code of Ethics.
18. In and around April 2025, Consumer A engaged in negotiations directly with the Dealer. The Dealer agreed to resolve the matter by providing compensation to Consumer A in the amount of \$1,250.

B. 2017 Ford Escape

19. On or about September 24, 2024, the Dealer purchased a 2017 Ford Escape (VIN# *B06612) (the "Ford Escape") from another dealer (selling the vehicle on behalf of an insurer). The WBOS disclosed to the Dealer that the Ford Escape has been declared a total loss by the insurer and the manufacturer's warranty has been cancelled. In addition, the WBOS disclosed an accident claim amount of \$624 dated on or about December 31, 2023, a glass damage record, as well as a repair estimate of \$15,121.18.
20. The vehicle also had an accident claim of \$18,426 dated on or about December 31, 2023.
21. On or about January 30, 2025, the Dealer registered the Ford Escape with the MTO under its own name, more than 4 months after purchasing the Ford Escape. As such, the Dealer failed to ensure it was registered within 6 days, contrary to section 11(2) of the HTA, paragraphs 1 and 14 of the T&Cs, as well as section 9(1) of the Code of Ethics.
22. On or about January 30, 2025, Shakir, acting on behalf of the Dealer, sold the Ford Escape to a consumer ("Consumer B") for \$11,000 plus taxes and licensing, along with an extended warranty. On the Consumer's copy of the RBOS, the Dealer failed to disclose any of the Ford Escape's material facts, including the declaration of total loss, the cancellation of the manufacturer's warranty, the accident claim amount of \$624, the glass damage record of \$590, or the repair estimate of \$15,121.18 or accident claim of \$18,426.
23. On or about April 26, 2025, Consumer B sent a registered letter to the Dealer, indicating his discovery of the accident claim of \$18,426 as well as other concerns relating to the Ford Escape.
24. On or about April 28, 2025, Consumer B filed a complaint with a representative of the Registrar.
25. The Dealer explained to a representative of the Registrar that it had stamped its own copy of the RBOS with the material fact disclosures. In addition, it indicated that it had provided a separate disclosure statement to Consumer B. This disclosure statement indicated the declaration of total loss, the cancellation of the manufacturer's warranty, and the existence of an accident claim exceeding \$3,000. It also disclosed that the right side fender had been replaced and that the fender and door had been painted. However, it did not specify the amount of the repair estimate or the two accident claims. It also did not disclose the glass damage record (\$590).
26. However, Consumer B's copy of the RBOS does not include this stamp nor does it include the aforementioned disclosure statement.
27. As such, the Dealer failed to disclose, in writing on Consumer B's RBOS, all disclosures as required. This is contrary to paragraphs 1 and 19 of the T&Cs and sections 40(2)(1) and 42(19), (20), (21), and (25) of O. Reg. 333/08, as well as sections 7(1), 9(1) and (3) of the Code of Ethics.
28. During May and June 2025, the representative attempted to facilitate a resolution between the Dealer and Consumer B. The Dealer ultimately agreed to buy back the vehicle from Consumer B.

Oush's Non-Compliance

29. Oush 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 sections 6(2) and 9(3) of the Code of Ethics.

Shakir's Non-Compliance

30. In regard to the above-noted 2014 Ford Fusion, Shakir failed to represent the condition of the vehicle in a truthful manner and thereby violated sections 4(1) and (2) and 9(3) of the Code of Ethics.
31. In regard to the above-noted 2014 Ford Fusion and 2017 Ford Escape, Shakir 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 sections 6(2) and 9(3) of the Code of Ethics.

Code of Ethics Violations

32. As particularized above, the Dealer has violated the following sections of the Code of Ethics:

Compliance

s. 7(1) A registrant shall ensure that all documents used by the registrant in the course of a trade in a motor vehicle are current and comply with the law.

Professionalism

s. 9(1) In carrying on business, a registrant shall not engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming of a registrant.

s. 9(4) A registrant shall provide conscientious service to the registrant's customers in the course of a trade in a motor vehicle and shall demonstrate reasonable knowledge, skill, judgment and competence in providing the services.

33. As particularized above, the Dealer, Oush, and Shakir have violated the following section of the Code of Ethics:

Professionalism

s. 9(3) A registrant shall use the registrant's best efforts to prevent error, misrepresentation, fraud or any unethical practice in respect of a trade in a motor vehicle.

34. As particularized above, the Dealer and Shakir have violated the following sections of the Code of Ethics:

Disclosure and marketing

s. 4(1) A registrant shall be clear and truthful in describing the features, benefits and prices connected with the motor vehicles in which the registrant trades and

in explaining the products, services, programs and prices connected with those vehicles.

s. 4(2) A registrant shall ensure that all representations, including advertising, made by or on behalf of the registrant in connection with trading in motor vehicles, are legal, decent, ethical and truthful.

35. As particularized above, Oush and Shakir have violated the following section of the Code of Ethics:

Accountability

s. 6(2) A registered salesperson shall not do or omit to do anything that causes the registered motor vehicle dealer who employs or retains the salesperson to contravene this Regulation or any applicable law with respect to trading in motor vehicles.

Decision of the Reviewing Panel

Having reviewed and considered the Agreed Statement of Facts and written submissions provided by the Parties, the Reviewing Panel is satisfied that the evidence contained in the Agreed Statement of Facts substantiates the allegations that: (a) the Dealer breached sections 4(1), 4(2), 7(1), 9(1), 9(3), and 9(4) of the Code of Ethics; (b) that Thulfiqar M. Oush has breached section 6(2) and 9(3) of the Code of Ethics; and (c) Mahdi Shakir breached sections 4(1), 4(2), 6(2), and 9(3) of the Code of Ethics.

The Reviewing Panel accepted the parties' proposed resolution for the reasons below.

Reasons for Decision

The Panel is satisfied that the penalty meets the objectives of a penalty and it is consistent with previous decisions of this Tribunal as it pertains to similar violations of the Code of Ethics.

Ontario Motor Vehicle Industry Council
Discipline Tribunal

Dated: May 27, 2026

S. Darvish

Sherry Darvish, Public Member

On behalf of:
Joe Malfara, Registrant Member
Chris Pinelli, Registrant Member