

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 LYNCH AUTO GROUP LTD.

- and -

IN THE MATTER OF the registration of THOMAS LYNCH

TO: Lynch Auto Group Ltd.
134 Main St.
Lucan, ON N0M 2J0

AND

TO: Thomas Lynch

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 Lynch Auto Group Ltd. as a motor vehicle dealer and Thomas Lynch 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.

The past conduct of Thomas Lynch and the financial position of Lynch Auto Group Ltd. are inconsistent with the intention and objective of the Act, and therefore warrants disentanglement of Thomas Lynch and Lynch Auto Group Ltd. to registration under the Act.

PARTICULARS

The reasons for this proposal are:

BACKGROUND:

1. Lynch Auto Group Ltd. has been registered as a motor vehicle dealer under the Act since or about November 8, 2019.

2. Lynch Auto Group Ltd. was previously registered under the name of Nevins Auto Group Ltd.
3. On or about February 11, 2023, Nevins Auto Group Ltd.'s registered dealer name was changed to Lynch Auto Group Ltd. ("Lynch Auto").
4. At all material times, Thomas Lynch ("Thomas") has been the sole officer and person-in-charge of Lynch Auto.
5. Thomas was first registered as a salesperson on or about November 8, 2019.

TERMS AND CONDITIONS OF REGISTRATION

6. On or about November 7, 2019, Lynch Auto, previously known as Nevins Auto Group Ltd., consented to terms and conditions (the "Terms and Conditions") of registration.

7. A copy of the 2019 Terms and Conditions is attached hereto as Schedule "A".

8. Paragraph 1 of the Terms and Conditions states:

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.

9. Paragraph 12 of the Terms and Conditions states:

The Registrant will provide free access to books and records of the Registrant to an authorized representative of the Registrar in accordance with section 15 of the MVDA.

10. Paragraph 18 of the Terms and Conditions states:

The Registrant will ensure that all trades in motor vehicles are completed in accordance with section 30 of the MVDA and pursuant to sections 39, 4A, 41, 42 and 43 of Ontario Regulation 333108 and section 4 of Ontario Regulation 332108, where applicable.

11. Paragraph 22 of the Terms and Conditions states:

The Registrant agrees not to receive any new private sources of financing without the prior approval of the Registrar. This does not apply where the Registrant has applied on his own account and has 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, as may be amended from time to time.

12. Paragraph 23 of the Terms and Conditions states:

The Registrant will comply with all federal, provincial and municipal tax obligations. The

Registrant will ensure all required filings are current and submitted with required payments. All taxes collected are deemed to be trust funds and will not be used for any other purpose other than remittances to the federal, provincial and municipal government.

13. Paragraph 24 of the Terms and Conditions states:

The Registrant will maintain bank accounts that are compliant with section 59 of Ontario Regulation 333/08.

14. Paragraph 25 of the Terms and Conditions states:

The Registrant will maintain a trust account, in respect of 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 Registrant agrees to provide written confirmation to the Registrar, within five days, that a trust account has been established in the Registrant's business name at its financial/banking institution.

15. Paragraph 26 of the Terms and Conditions reads:

The Registrant will ensure that bank account transactions relate exclusively to the operation or financing of the business. The Registrant agrees to notify the Registrar of any change in any business banking accounts.

PAST CONDUCT AND FINANCIAL POSITION:

2025 Inspections

July 2025 Inspection

16. Between July 22 and July 25, 2025, a representative of the Registrar (the "Inspector") conducted an in-person inspection of Lynch Auto's books and records.
17. The inspection revealed that, since 2023, Lynch Auto has failed to meet its financial obligations to the Canada Revenue Agency ("CRA"). As a result, Lynch Auto is in breach of paragraphs 1 and 23 of the Terms and Conditions.

December 2025 Inspection

18. From December 11 to December 29, 2025, the Inspector conducted a remote inspection of Lynch Auto's books and records.
19. This inspection was scheduled in response to a complaint from Lubrico Warranty ("Lubrico") concerning Lynch Auto's outstanding payment for two consumer warranties.
20. The inspection also revealed additional contraventions and violations, as particularized below.

Unpaid Warranties

21. On or about October 1, 2025, Lubrico filed a complaint with OMVIC alleging that Lynch Auto had failed to pay for two consumer warranties outstanding since March and April 2025, respectively.
22. Despite several registered letters, emails, and payment deadlines issued by Lubrico, Lynch Auto failed to respond and did not make payment. The unpaid warranties are set out below:

Consumer A	3/31/2025	\$706.25	Unpaid
Consumer B	4/16/2025	\$559.35	Unpaid

23. Lynch Auto failed to pay the amounts owing for the warranties issued to Consumers A and B within thirty (30) days, contrary to section 47(7)(c) of Ontario Regulation 333/08 (the "Regulation") and in breach of paragraph 1 of the Terms and Conditions.

Bank Records

24. As part of the inspection, the Inspector reviewed Lynch Auto's bank statements for account #328 at TD Canada Trust ("TD") from August 29 to November 28, 2025, and for account #181-7 at the Royal Bank of Canada ("RBC") from August 6 to September 5, 2025, and from October 6 to December 5, 2025.
25. The TD account remains in the name of Nevins Auto Group Ltd., contrary to section 59 of the Regulation and in breach of paragraphs 24 and 25 of the Terms and Conditions.
26. In connection with the TD account, the Inspector discovered approximately twenty-two (22) non-sufficient funds ("NSF") overdraft transactions in September 2025, twenty-two (22) NSF overdraft transactions in October 2025, and seventeen (17) NSF overdraft transactions, together with two (2) NSF items, in November 2025.
27. In connection with the RBC account, the Inspector discovered three (3) transactions that resulted in NSF items between November and December 2025.

Undisclosed Debts

28. The TD account statements also show multiple debit entries to the following entities:

Name as it appears in TD Bank Statement	Related Entity	Service
Fairstone Finan Loan	Fairstone Financial	A provider of personal and business loans
Total Credit BPY	Total Credit Recovery	A collection agency in Toronto
CFCDMIDDLESEX CLN'	CFDC Middlesex - Community Futures Middlesex	A provider of small business loans and financing

29. The numerous NSF entries in both accounts, including returned-cheque charges and overdraft activity, together with the undisclosed debts, demonstrate that Lynch Auto cannot reasonably be expected to be financially responsible in the conduct of its business. As a result, Lynch Auto breached paragraphs 1, 22, 24, 25 and 26 of the Terms and Conditions.

Non-Trust Account

30. In relation to the following vehicles, Thomas failed to ensure that all amounts Lynch Auto received in connection with the trade-in of a motor vehicle were deposited into a non-trust account. This conduct is contrary to section 59(3) of the Regulation and breaches paragraph 24 of the Terms and Conditions:
 1. 2012 Ford Focus, VIN ***2873;
 2. 2012 Hyundai Santa Fe, VIN ***6457; and
 3. 2014 Dodge Journey, VIN ***0083.

Non-Disclosure

31. In respect of the following vehicle, Thomas failed to ensure that the bill of sale identified Lynch Auto by its registered name. This conduct is contrary to section 40(2)1.1 of the Regulation and breaches paragraph 18 of the Terms and Conditions:
 - a. 2012 Hyundai Santa Fe, VIN ***6457.

HST Unknown Outstanding Payment

32. On or about December 8, 2025, Thomas provided the Inspector with a copy of the GST/HST Netfile confirmation for the reporting period from July 1, 2025, to September 30, 2025.
33. The confirmation indicates that the return was filed late, on or about December 8, 2025. It also shows that an outstanding payment of \$712.55 had been due since October 31, 2025. As a result, Lynch Auto breached paragraphs 1 and 23 of the Terms and Conditions.

Obstruction of Inspection

34. On or about November 17, 2025, the Inspector requested that Thomas produce all documents relating to Lynch Auto's operations from July 22, 2025, to the date of the request, no later than December 1, 2025. Thomas failed to respond by that deadline.
35. On or about December 8, 2025, the Inspector sent a follow-up email requesting that Thomas provide the operational documents previously requested but not yet produced, including the following information, no later than December 12, 2025:

- a. Lynch Auto's HST statement of account and return information;
 - b. Lynch Auto's bank statements from July 2025 to the present; and
 - c. Lynch Auto's proof of payment to Lubrico for the outstanding warranties.
36. On or about December 11, 2025, the Inspector requested that Thomas provide the following outstanding documents:
- a. Lynch Auto's notice of assessment in respect of HST, together with details of the current balance owing or any payment plan in place; and
 - b. Lynch Auto's proof of payment to Lubrico for the outstanding warranties.
37. Thomas failed to comply with the Inspector's request.
38. On or about December 15, 2025, the Inspector again requested that Thomas provide the following outstanding documents:
- a. Lynch Auto's notice of assessment in respect of HST, together with details of the current balance owing or any payment plan in place;
 - b. Lynch Auto's proof of payment to Lubrico for the outstanding warranties;
 - c. A proper explanation for all NSF items in Lynch Auto's bank accounts; and
 - d. A proper explanation for Lynch Auto's outstanding debts, particularly those relating to Total Credit, Fairstone Financial, CFDC Middlesex, and any other outstanding loans.
39. Thomas again failed to respond.
40. On or about December 17, 2025, the Inspector sent Thomas a further email requesting that he provides the documents and information previously requested, no later than December 19, 2025. Thomas again failed to respond.
41. On or about December 29, 2025, the Inspector sent Thomas a follow-up email and letter by courier requesting the outstanding information. Thomas failed to respond.
42. Thomas obstructed the Registrar's investigation by withholding documents from the Inspector. As a result, Thomas contravened s. 15(5) of the Act and breached paragraphs 1 and 12 of the Terms and Conditions.

GENERALLY

43. Thomas' past conduct disentitles Thomas' registration pursuant to s. 6(1)(a)(ii) of the Act.

44. As an officer and person-in-charge of Lynch Auto, Thomas' past conduct disentitles Lynch Auto to registration pursuant to s. 6(1)(d)(iii) of the Act.
45. Lynch Auto's breach of the Terms and Conditions of its registration disentitles it to registration pursuant to section 6(1)(f).
46. Lynch Auto cannot reasonably be expected to be financially responsible in the conduct of its business. Accordingly, its financial position disentitles it to registration pursuant to section 6(1)(d)(i) 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

Ontario Motor Vehicle Industry Council (OMVIC)
Registrar, *Motor Vehicle Dealers Act, 2002*
65 Overlea Blvd., Suite 300
Toronto, ON M4H 1P1

- AND TO - 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 11th day of June, 2026.



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

SCHEDULE "A"



TERMS AND CONDITIONS OF REGISTRATION

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

FROM: NEVINS AUTO GROUP LTD.
134 MAIN STREET
LUCAN, ON
N0M2J0

In accordance with subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* (the "MVDA"), NEVINS AUTO GROUP LTD. (the "Registrant") hereby consents to registration pursuant to Ontario Regulation 333/08 subject to the following Terms and Conditions:

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.
2. The Registrant 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 Registrant 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 Registrant further agrees to notify the Registrar of any change in partners or owner, person(s) in charge, and signing authority for the dealership. The Registrant further agrees not to effect such changes without first obtaining the Registrar's prior approval, in writing, which shall not be unreasonably withheld.
4. The Registrant acknowledges 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 Registrant further acknowledges that this includes attendance at auction on behalf of the Registrant 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 Registrant will ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrant are informed of the Terms and Conditions contained in this document to the extent necessary to ensure compliance with these Terms and Conditions.

6. The Registrant will ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrant to trade motor vehicles will be registered as a salesperson to the Registrant.
7. The Registrant will not conduct business with any person acting as a motor vehicle dealer and trading in motor vehicles without first confirming that the person is registered as a motor vehicle dealer in accordance with the MVDA.

Premises

8. The Registrant 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 Registrant agrees not to change the location approved by the Registrar without first obtaining the Registrar's approval, in writing, pursuant to section 31 of Ontario Regulation 333/08. The Registrant will then provide the Registrar with notice in writing, within 5 days, of any such change in the location.
10. The Registrant will ensure that all advertisements placed by or on behalf of the Registrant will identify the registered name, address and phone number of the location approved by the Registrar, pursuant to section 36(2) of Ontario Regulation 333/08.

Books and Records

11. The Registrant will maintain all books and records at the Registrant's 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 Registrant will provide free access to books and records of the Registrant to an authorized representative of the Registrar in accordance with section 15 of the MVDA.
13. The Registrant will not purchase a vehicle without first ensuring that the vehicle is registered to the seller, in the records of the Ontario Ministry of Transportation (MTO).
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").
15. The Registrant will undertake to ensure that all vehicles sold will be registered in the name of the purchaser, in the records of the MTO before releasing the vehicle to the purchaser.
16. The Registrant 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 5 days of the event pursuant to section 55 of Ontario Regulation 333/08; and will include all relevant documentation. The documentation will include, but is not limited to, police reports, insurance claims and affidavits. The Registrant further agrees to make all reasonable efforts to reconstitute the lost, stolen or damaged records.
17. The Registrant 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 Registrant undertakes to provide the receipt to OMVIC when requested by the Registrar.

Disclosure

18. The Registrant 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.
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.
20. The Registrant agrees not to represent any charges or fees on a Bill 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.
21. Subject to any legal defenses, the Registrant agrees to accept full responsibility for the quality of any repairs or alterations to a motor vehicle completed by the Registrant's personnel, agents, assignees, affiliated repair facilities or anyone acting on behalf of the Registrant.

Financial Responsibility

22. The Registrant agrees not to receive any new private sources of financing without the prior approval of the Registrar. This does not apply where the Registrant has applied on his own account and has 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*, as may be amended from time to time.
23. The Registrant will comply with all federal, provincial and municipal tax obligations. The Registrant will ensure all required filings are current and submitted with required payments. All taxes collected are deemed to be trust funds and will not be used for any other purpose other than remittances to the federal, provincial and municipal government.
24. The Registrant will maintain bank accounts that are compliant with section 59 of Ontario Regulation 333/08.
25. The Registrant will maintain a trust account, in respect of 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 Registrant agrees to provide written confirmation to the Registrar, within five days, that a trust account has been established in the Registrant's business name at its financial/banking institution.

26. The Registrant will ensure that bank account transactions relate exclusively to the operation or financing of the business. The Registrant agrees to notify the Registrar of any change in any business banking accounts.
27. The Registrant will ensure that any consumer claim made to the Motor Vehicle Dealers Compensation Fund (the "Fund") in relation to the Registrant, and the Fund determines entitlement to compensation of the claim pursuant to section 42 of Ontario Regulation 338/08; that the Registrant will reimburse the Fund for any monies paid in relation to the claim

OMVIC Transaction Fee

28. The Registrant understands that the transaction fee is payable on any sales or leases to non-dealer registrants, including sales or leases in exports, fleet transactions and consignments.
29. The Registrant undertakes to provide OMVIC with documentation, when requested by the Registrar, to establish that a particular transaction is exempt from the transaction fee. The Registrant further understands that if requested documentation is not provided to OMVIC, the Registrant will be required to remit the transaction fee on the transaction.


ACKNOWLEDGMENT AND UNDERTAKING:

30. The Registrar is relying on the accuracy and completeness of all documents, statements or information provided by the Registrant in support of the Registrant's application for registration.
31. The documents, information or statements provided to the Registrar are true to the best of the Registrant's knowledge, and belief; and that full answer to all questions, inquiries and requests made by the Registrar in connection with the Registrant's application have been given.
32. 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.
33. Independent legal advice has been obtained or the Registrant has had the opportunity to obtain independent legal advice respecting consent to the Terms and Conditions contained in this document.

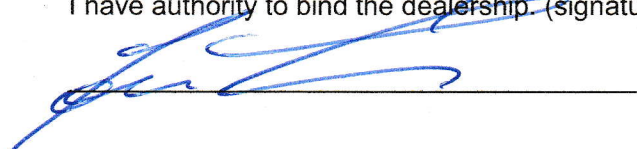
Signed in the City of London this 7th day of November 2019.

Tom Lynch

Name of Authorized Representative (please print clearly)

Tom Lynch 

I have authority to bind the dealership. (signature)



Business Email Address (please print clearly)

tam@nevinsautogroup.com