



**Citation: Mahmood Pourtehrani v. Registrar, *Motor Vehicle Dealers Act, 2002*,
2026 ONLAT MVDA 18321**

Licence Appeal Tribunal File Number: 18321/MVDA

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

Between:

Ali Mahmood Pourtehrani

Appellant

And

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

AMENDED DECISION

ADJUDICATOR: Bernard Trottier

APPEARANCES:

For the Appellant: Ali Mahmood Pourtehrani, Self-represented

For the Respondent: Nicole Pitz, Counsel

Interpreter: Shookoofeh Ehsani, Farsi language

Heard by videoconference: May 28 and 29, 2026

OVERVIEW

- [1] Pursuant to a Notice of Proposal dated February 7, 2026 (the “NOP”), the Registrar, *Motor Vehicle Dealers Act, 2002* (the “Registrar”) proposes to refuse the registration of Ali Mahmood Pourtehrani (the “appellant”) as a motor vehicle salesperson under the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, c. 30, Sched. B (the “Act”).
- [2] The appellant was first registered as a motor vehicle salesperson under the *Act* as of December 1, 2004.
- [3] In October of 2024, the appellant was involved in the sale and refinancing of two vehicles, a 2025 Bentley Continental GT (the “Bentley”) and a 2020 Toyota C-HR XLE (the “Toyota”), where the appellant allegedly acted as a dealer through his numbered company, 2550530 Ontario Inc. This company has never been registered as a motor vehicle dealer under the *Act*.
- [4] On July 7, 2025, the appellant and 2550530 Ontario Inc. were charged with acting as a dealer when not registered to do so, along with several other counts under the *Act* and Ontario Regulation 333/08 (the “Regulation”). Also, the appellant was charged with one count under the *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A (the “*Consumer Protection Act*”).
- [5] The appellant’s registration as a salesperson under the *Act* was terminated by the Registrar on November 2, 2025. On November 3, 2025, the Registrar received a salesperson change application, in the name of the appellant, to be registered as a salesperson at 2684626 Ontario Ltd., operating as Smart Auto Group. The Registrar issued its NOP to refuse registration on February 7, 2026.
- [6] The appellant appealed the NOP to the Tribunal on February 19, 2026. The appellant seeks to have his licence restored so that he could earn a livelihood as a motor vehicle salesperson.

ISSUES

- [7] The issues in dispute are:
 1. Whether the past conduct of the appellant affords 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*.
 2. Whether the appellant provided a false statement in an application for registration, thereby disentitling him to registration pursuant to s. 6(1)(a)(iii) of the *Act*.

3. If I find that the answer to either of the above questions is yes, 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 conditions to a registration.

RESULT

- [8] I find that the Registrar has satisfied its burden of demonstrating that the appellant's past conduct affords reasonable grounds for belief that he will not carry on business as a motor vehicle salesperson in accordance with the law and with integrity and honesty.
- [9] I find that the Registrar has satisfied its burden of demonstrating that the appellant provided a false statement in an application for registration.
- [10] I find that the public interest can be adequately protected through granting registration with conditions.
- [11] I substitute my own opinion for that of the Registrar, and I order that the appellant be registered as a motor vehicle salesperson subject to the following conditions, for a period of one year from the date of the release of this decision:
1. The appellant will not be a final signatory on the bill of sale, sales contract or lease contract for any vehicle the appellant will be selling or leasing, nor will he be a final signatory on the bill of sale for any vehicle purchased for resale.
 2. The appellant will advise the Registrar and the sponsoring dealer in writing within five business days of any findings of guilt, convictions, or pending charges under any law. The appellant will provide the Registrar with a copy of the notification to the sponsoring dealer, acknowledged by the signature of the sponsoring dealer.
 3. The appellant shall not transfer his registration as a salesperson under the *Act* to another dealer without prior written consent from the Registrar.

ANALYSIS

The Law and the Onus

- [12] The *Act* and the Regulation set out registration requirements for motor vehicle dealers and salespersons in Ontario, to ensure that the public receives honest, ethical and competent services. To achieve that, the *Act* prohibits anyone from acting as a dealer or salesperson unless that person holds a registration granted under the *Act* by the Registrar.

- [13] Once registration is granted, the Registrar may suspend, revoke, refuse a renewal, or attach conditions to a registration, in circumstances specified in the *Act*.
- [14] Section 6 of the *Act* sets out the scenarios which may disentitle an applicant or registrant from registration. If the Registrar believes that an applicant is not entitled to registration under s. 6, the Registrar may propose to refuse the applicant's registration pursuant to s. 8 of the *Act*.
- [15] In this matter, the grounds for the Registrar to refuse the appellant's renewal of registration are as follows:
1. Under s. 6(1)(a)(ii), that the past conduct of the appellant affords reasonable grounds for belief that the appellant will not carry on business in accordance with law and with integrity and honesty; and
 2. Under s. 6(1)(a)(iii), that the appellant made a false statement or provided a false statement in an application for registration or for renewal of registration.
- [16] The onus is on the Registrar to prove the facts relied on in support of its position and that the appellant is not entitled to registration. The grounds for refusal stand alone, i.e., the Registrar is not required to prove both in refusing registration.
- [17] Regarding s. 6(1)(a)(ii), 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 respondent does not have to show that the appellant's 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 respondent must also show that there is a nexus between the past conduct and the appellants' ability to conduct business under the *Act* in accordance with the law and with integrity and honesty. (see *Nagy v. Registrar, Real Estate Business Brokers Act*, 2012 ONSC 325 at paras. 58-61 (Div. Ct.) ("*Nagy*"); and *C.S. v. Registrar, Real Estate Business Brokers Act*, 2019 ONSC 1652 at para. 32 (Div. Ct.)).
- [18] Regarding s. 6(1)(a)(iii), the onus is on the respondent to prove, on a balance of probabilities, that the appellant made or provided a false statement in his application for registration.
- [19] Under s. 9(5) of the *Act*, following a hearing I may direct the Registrar, by order, to carry out its proposal or substitute my opinion for that of the Registrar. In that regard, I may attach conditions to my order or to a registration. Thus, even if I

find that the Registrar has persuaded me that the grounds under s. 6(1)(a)(ii) or s. 6(1)(a)(iii) were met, I must still consider whether refusal of registration is the appropriate remedy or whether conditions could be applied to a registration.

- [20] A hearing of a notice of proposal is a hearing *de novo* in which the Tribunal does not owe deference to the Registrar's decision.

The past conduct of the appellant affords reasonable grounds for belief that he will not carry on business in accordance with the law and with integrity and honesty

- [21] The Registrar argues that the transactions on the two vehicles demonstrate a pattern of behaviour that warrants refusal of registration as a motor vehicle salesperson. The Respondent argues that the charges were tested in Provincial Offences Court, and the convictions demonstrate, beyond a reasonable doubt, that the appellant and his company violated the *Act* and the Regulation, far exceeding the threshold of "reason to believe". The Registrar argues, further, that the appellant has never accepted responsibility for his conduct, throughout the Court and Tribunal proceedings. The Registrar argues that the appellant's conduct was not due to administrative errors, and that when dishonesty is established, refusal of registration is appropriate.
- [22] The appellant submits that he never intended to be a dealer, and that he just wants to be a salesperson. He argues that he has sold vehicles and assisted customers with financing for over 20 years, without any complaints. He argues that he was just trying to help his customers in the two instances for this matter, and that he was not trying to defraud them. The appellant submits that he knew the Bentley customer from the community and that the Toyota customer was his girlfriend. The appellant argues that the customers kept possession of their vehicles before and after the transactions, and no harm was done to anyone. For these reasons, the appellant argues that his registration as a salesperson should be accepted.

Background on the motor vehicle dealers involved

- [23] The appellant is the sole director and person in charge of 2550530 Ontario Inc., which has never been registered as a motor vehicle dealer under the *Act*.
- [24] In October 2024, the appellant was registered as a motor vehicle salesperson with 2684626 Ontario Ltd, o/a Smart Auto Group ("Smart Auto") and was also registered as a motor vehicle salesperson with 1858702 Ontario Ltd, o/a Win Auto Group ("Win Auto").

[25] Farco International Inc., o/a Farco Motors, has been registered as a motor vehicle dealer since April 8, 2019. Aliu Bargegh is the sole director and person in charge of Farco Motors. The appellant has never been registered as a salesperson with or otherwise employed by Farco Motors. Win Auto and Farco Motors operated out of the same business address.

The Bentley transaction

- [26] The Registrar directed me to the following documents related to the sale and refinancing of the Bentley:
1. A Ministry of Transportation of Ontario (“MTO”) record search, dated March 17, 2025, indicated that the Bentley was owned by 1916714 Ontario Ltd. as of November 29, 2019. An Ontario Business Profile Report indicated that 1916714 Ontario Ltd., o/a European Auto Body Supply (“European Auto Body”), was directed by the company’s president, Ali Zamani Tehrani (“Zamani”).
 2. An Ontario Motor Vehicle Industry Council (“OMVIC”) investigation synopsis indicated that on October 11, 2024, a credit application for the Bentley was sent to Lendcare Capital Inc. (“Lendcare”), on behalf of Leila Lajevardi (“Lajevardi”) who is Zamani’s wife, using the DealerTrack deal management system under the credentials Ali Tehrani at Farco Motors.
 3. A wholesale bill of sale (“BOS”), dated October 20, 2024, indicated that European Auto Body sold the Bentley to 2550530 Ontario Inc. for \$30,000, excluding any fees and taxes.
 4. A public purchase agreement and a wholesale BOS, both dated October 22, 2024, indicated that 2550530 Ontario Inc. sold the Bentley to Farco Motors for \$39,000.00, excluding fees and taxes.
 5. A used vehicle BOS, dated October 24, 2024, indicated that Farco Motors sold the Bentley to Lajevardi for \$40,000.00, excluding fees, taxes, a \$5,000 deposit and any borrowing costs. The net amount to be financed on this BOS was \$44,345.47.
 6. A credit agreement between Farco Motors and Lajevardi, dated October 31, 2024, for a principal loan amount of \$44,345.47, inclusive of fees, taxes and borrowing costs.
- [27] The appellant does not dispute that he sent a credit application to Lendcare on behalf of Lajevardi. The appellant disputes that it was he who created the wholesale BOS dated October 20, 2024, and the wholesale and used vehicle BOSs, both dated October 22, 2024. He alleges that it was someone else at

Farco Motors who created these BOSs. The appellant does not dispute that he created the credit agreement dated October 31, 2024.

- [28] The Registrar directed me to a copy of a \$30,000 cheque from 2550530 Ontario Inc. to Zamani, dated November 13, 2024, that did not clear because of non-sufficient funds. The appellant agreed that he wrote that cheque.
- [29] The parties agree that the Bentley remained in the possession of Zamani and Lajevardi before and after the transactions, and that the transactions above were conducted to allow Zamani and Lajevardi to refinance the vehicle because they needed cash flow.
- [30] Lajevardi filed a complaint with OMVIC on November 25, 2024.

The Toyota transaction

- [31] The Registrar directed me to the following documents related to the sale and refinancing of the Toyota:
1. A vehicle purchase agreement, dated October 7, 2024, indicated that Newaur Operations Inc., a registered dealer, sold the vehicle to 2550530 Ontario Inc. for \$14,857.07, excluding fees and taxes.
 2. On October 8, 2024, an MTO record search indicated that 2550530 Ontario Inc. resold the vehicle to Win Auto. A wholesale BOS indicated that the selling price was \$20,077.84, excluding fees and taxes.
 3. On October 9, 2024, the MTO record search indicated that Win Auto resold the vehicle to Farco Motors.
 4. On October 9, 2024, the MTO record search indicated that Farco Motors resold the vehicle to Elaheh Rad.

- [32] The appellant did not dispute this evidence. The appellant testified that Elaheh Rad, his girlfriend, was the driver of the vehicle before and after the transactions, and that the transactions were done to allow her to refinance her vehicle with different payment terms.

Provincial Offences Court charges and outcomes

- [33] On July 7, 2025, the appellant and 2550530 Ontario Inc. were charged with 11 counts of violating of the *Act*, the *Regulation* and the *Consumer Protection Act*, with respect to the Bentley and Toyota transactions.
- [34] The charges related to the Bentley transactions comprised the following:

1. Acting as a dealer when not registered to do so, contrary to s. 4(1)(a) of the *Act*;
2. Engaging in unfair practices by making false, misleading or deceptive representation, contrary to ss. 14(1) and 17(1) of the *Consumer Protection Act*;
3. Acting as a motor vehicle salesperson on behalf of a motor vehicle dealer when not registered to that dealer, contrary to s. 4(5) of the *Act*;
4. Trading from a place not authorized by the dealer's registration, contrary to s. 28(4) of the Regulation;
5. Failing to provide a purchaser with a copy of the contract, contrary to s. 40(9) of the Regulation;
6. Failing to disclose in writing the total costs to repair damages caused to the motor vehicle by an incident that exceeded \$3,000, contrary to s. 42(19) of the Regulation;
7. Falsifying information and documents, contrary to s. 26 of the *Act*;
8. Furnishing false information and documents, contrary to s. 27 of the *Act*; and
9. 2550530 Ontario Inc. acting as a dealer when not registered to do so, contrary to s. 4(1)(a) of the *Act*.

[35] The charges related to the Toyota transactions comprised the following:

10. Acting as a dealer when not registered to do so, contrary to s. 4(1)(a) of the *Act*; and
11. 2550530 Ontario Inc. acting as a dealer when not registered to do so, contrary to s. 4(1)(a) of the *Act*.

[36] A trial on the charges above was held in Provincial Offences Court, which concluded on May 27, 2026. The appellant was found guilty on counts (1), (2), (3), (7), (8) and (10) above. The Crown withdrew the charges on counts (4), (5) and (6) because they only apply to motor vehicle dealers. The appellant's company, 2550530 Ontario Inc., was found guilty on counts (9) and (11) above.

Respondent's further arguments regarding past conduct

[37] Zamani testified that he and Lajevardi never received the BOS from the appellant, or any documentation from Lendcare. Zamani testified that the appellant led him to believe that they would receive \$45,000 for the Bentley, and that the \$30,000 cheque from the appellant was the first installment. In the end,

the deal never went through. Zamani testified that his cash flow difficulties at that time were not addressed, leading to further credit problems for he and his wife, and a different vehicle of theirs was repossessed.

- [38] Zamani testified, further, that he received text messages from the appellant telling him that, when Lendcare called to confirm the loan, Lajevardi should tell them that she would pick up the Bentley the next day. The Registrar directed me to a printout of a further text message from the appellant, where he asked Zamani and Lajevardi to not tell Lendcare that the vehicle was just being refinanced.
- [39] Lajevardi testified that she entrusted the appellant to take care of the whole refinancing procedure for the Bentley. She testified that the appellant showed her documents related to the Lendcare loan, including the amount of the monthly payments, on a computer tablet. She testified that she signed a document on the tablet but never signed the BOS dated October 24, 2024, nor any credit agreement with Lendcare, and that the signatures on the documents were not her signature.
- [40] Aliu Bargegh, general manager of Farco Motors, testified that the appellant told him he had both a seller and a purchaser for the Bentley. Bargegh testified that the appellant had previous access to Farco Motors' DealerTrack system because he would assist with vehicle financing. Bargegh testified that he signed the BOS, dated October 22, 2024, where he bought the Bentley from 2550530 Ontario Inc. for \$39,000, excluding fees and taxes. Bargegh testified that he did not create the BOS, dated October 24, 2024, selling the vehicle to Lajevardi for \$40,000, though he did sign it as the vendor.
- [41] Scott Virtue, OMVIC Manager of Complaints and Compliance, testified that he conducted the investigation into the appellant. Virtue testified that it appeared, to him, that the appellant used Farco's DealerTrack system to get access to the lender, for both the Bentley and the Toyota.
- [42] The Registrar argues that the witness testimony clearly establishes that the appellant demonstrated a pattern of behaviour designed to deceive dealers and customers. For this reason, the Registrar argues that the appellant's registration as a salesperson should be refused.

Appellant's further arguments regarding past conduct

- [43] The appellant testified that he has been in the vehicle business since 1998 and has been registered as a salesperson in Ontario since 2004. The appellant testified that, since that time, he had sold over 4,000 vehicles and had never had a complaint against him.

- [44] The appellant testified that he did not create the BOSs for the Bentley. The appellant directed me to a printout of the DealerTrack logs in October of 2024 that indicated Mohamad Albarahmeh, a Farco Motors employee, logged into DealerTrack on October 16, 2024, related to the Bentley transaction. The appellant posits that Albarahmeh or Bargheh may have erred, by naming his numbered company when either one of them created the BOSs.
- [45] The appellant testified, further, that he kept Lajevardi informed of every aspect of the transactions related to the Bentley. He argued that it is Lajevardi's true signature that appears on the BOS as well as on the credit agreement with Lendcare. He testified that, regardless, the Bentley transaction was cancelled and that no money changed hands. The appellant argues that Zamani and Lajevardi owned the Bentley before, they still own the vehicle, and they incurred no harm from this cancelled transaction.
- [46] Regarding the Toyota, the appellant testified that he and his girlfriend tried selling the vehicle off-lease to another dealership to refinance the vehicle, but the buying dealership would not agree to the transaction. The appellant testified that he undertook the transaction to help her out. He testified that his girlfriend kept control of the vehicle and that it was a purchase within the household.

Findings and conclusions regarding past conduct

- [47] I find that the results of the Provincial Offences Court trial demonstrate that the past conduct of the appellant affords reasonable grounds for belief that the appellant will not carry on business in accordance with the law and with integrity and honesty. While the trial results may be appealed, they do establish reasonable grounds for belief regarding the appellant's past conduct.
- [48] I find that the testimony of the witnesses at the Tribunal hearing, including that of the appellant, persuades me that the Registrar's concerns regarding illegal activity are based on reasonable grounds. I find that the evidence presented by the appellant, that someone else may have created the BOSs related to the Bentley transaction, unconvincing. The appellant tendered no reason why anyone other than he would create BOSs listing his company as the buyer and then the seller of the Bentley. In addition, 2550530 Ontario Inc. was named on the cheque to Zamani, indicating that the appellant intended to purchase and resell the Bentley through his company. Similarly, I find that the evidence presented by the Registrar regarding the Toyota transaction demonstrates that the appellant bought and sold a vehicle through his unlicensed company, contrary to the *Act*.
- [49] I assign some weight to the appellant's argument that he had over 20 years of experience selling vehicles without a previous complaint. However, I assign more

weight to the documentary evidence regarding the Bentley and Toyota transactions that the appellant engaged, recently, in practices counter to the *Act*.

- [50] Regarding the signature on the BOS between Farco Motors and Lajevardi, dated October 24, 2024, Lajevardi testified that it was not her signature on the document. The appellant testified that Lajevardi signed the BOS in a different colour ink. Neither party tendered evidence, other than oral testimony, regarding the authenticity of the signature. I find that the documents related to the Bentley transaction indicate that the parties were willingly pursuing an agreement on that day, and that there was no compelling reason to forge a signature. I find that the Registrar has not presented sufficient evidence for me to find that the signature was forged.
- [51] Regarding the signature on the credit agreement between Farco Motors and Lajevardi dated October 31, 2024, Lajevardi testified that she signed the document on a computer tablet. She also testified that it was not her signature on the credit agreement that was presented as evidence at the hearing. Between these two conflicting versions, I find that the Registrar has not demonstrated that the appellant forged a signature on the credit agreement with Landcare.
- [52] I assign little weight to the appellant's argument that his practices resulted in no harm to consumers, because I accept Zamani's testimony that the cancelled Bentley transaction led to further credit problems for him, resulting in having a different vehicle repossessed. Also, I find that the unlawful trades for both the Bentley and the Toyota resulted in reduced margins for the registered dealers involved in the transactions.
- [53] I find that the appellant and 2550530 Ontario Inc. knowingly acted as a motor vehicle dealer, when not licensed to do so, contrary s. 4(1)(a) of the *Act*.
- [54] I find, also, that the appellant acted as a motor vehicle salesperson on behalf of Farco Motors when not registered to that dealer, contrary to s. 4(5) of the *Act*, and that he created unlawful (and therefore false) BOSs involving Farco Motors, contrary to ss. 26 and 27 of the *Act*.
- [55] I find that, absent a consumer complaint from Lajevardi and the charges laid, there is reason to believe that the appellant would have continued with these unlawful practices. For this reason, I find that the Registrar has established that the past conduct of the appellant affords reasonable grounds for belief that the appellant will not carry on business in accordance with the law and with integrity and honesty.

The appellant provided a false statement in his application for registration

- [56] The Registrar argues that the appellant made a false statement in his salesperson change application on November 3, 2025, to be registered as a salesperson at Smart Auto, warranting a refusal of the application under s. 6(1)(a)(iii) of the *Act*.
- [57] Susan Dicks, Registration Services Manager with OMVIC, testified that in his application, the appellant answered “No” to the following question:
- Has the applicant ever been charged with an offence under any law, within or outside of Canada? This includes charges that are still pending or before the courts, charges that were stayed, charges that resulted in a finding of guilt, conviction, absolute or conditional discharge, and charges that were withdrawn, dismissed or resulted in a finding of not guilty.
- [58] Dicks testified that her department corresponded with the appellant via email, on November 18, 2025, to confirm whether that answer was accurate. The Registrar directed me to further email correspondence from the appellant to OMVIC, from the same day, where he stated that he had some charges in 2020 that were dismissed, the recent charges were not yet through the Court, and that someone sent his application on his behalf and made a mistake.
- [59] The Registrar argues that the appellant clearly made a false statement in his salesperson change application, and he provided an evasive answer to OMVIC’s request for clarification. Dicks testified that the appellant had been registered since 2004, so he would have renewed his registration about 10 times in the last 21 years. Dicks testified that it is unlikely that someone would have submitted his application on his behalf, and regardless, the appellant is responsible for the accuracy of his responses.
- [60] The appellant testified that he lent his OMVIC login credentials to his sponsor at Smart Auto, Mohsen Sadati. The appellant directed me to a screenshot of a text message exchange with Sadati, dated November 3 and 4, 2024, where he provided a login and password to Sadati, with a request to “please call them”. The appellant argues that someone else submitted his salesperson change application, and that person made a mistake on the application.
- [61] I find, on a balance of probabilities, that the appellant made a false statement on his application. The evidence before me indicates that the appellant had been charged with several offences on July 7, 2025, and the appellant was aware of those charges. I find that the appellant did not correct that false statement when given the opportunity is his subsequent correspondence with OMVIC. I find that his statement regarding previous charges from 2020, that he said were dismissed, was an admission that he made a false statement when asked whether he was “ever” charged with an offence.

- [62] I find the appellant's argument, that someone else submitted his application for him and made a mistake, disingenuous. The appellant has not provided me with any credible reason why someone would log in using his OMVIC credentials and make a false statement. In any event, I agree with OMVIC that the person applying is responsible for the accuracy of the information submitted.
- [63] For these reasons I find that, on a balance of probabilities, the appellant made a false statement in his salesperson change application, warranting a refusal of the application under s. 6(1)(a)(iii) of the *Act*.

Should registration be granted with conditions attached?

- [64] 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 granting registration with conditions. The Tribunal owes no deference to the Registrar's position of seeking refusal of registration.
- [65] 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.
- [66] Factors which may justify registration with conditions will include, among others, that the appellant has accepted responsibility for his past conduct, that he has taken steps to ensure the conduct will not occur again, that there are safeguards which may be implemented that can prevent recurrence such as supervision or reporting requirements, or that there are some other conditions which will provide assurance that the appellant's conduct will not be repeated.
- [67] The Registrar argues, citing *Bukshtein v. Registrar, Motor Vehicles Dealers Act*, 2021 CanLII 90668 (ON LAT) ("*Bukshtein*") and *McKee Technology Inc. o/a Auto Auto Group, BBA Auto Inc o/a BBA Auto Group, Lifeng Wang and Jingwen Zhang v. Registrar, Motor Vehicle Dealers Act*, 2024 CanLII 2660 (ON LAT) ("*McKee*"), that where dishonesty is established, conditions are not appropriate.
- [68] The Registrar argues that the appellant has not accepted responsibility for his actions, throughout his trial before the Provincial Offences Court and before the Tribunal. The Registrar argues that the appellant's lack of admission of guilt, or any remorse, indicates that attaching conditions to the licence would not sufficiently enable the Registrar to protect the public and promote professionalism in the industry.

- [69] The appellant argues that there have been misunderstandings regarding these two vehicle transactions. He argues that he was only trying to help the customers in both cases, and that there was no harm to anyone.
- [70] The appellant submits, further, that selling motor vehicles is the only business he knows. He argues that, at his age, he cannot reasonably engage in some form of re-training to pursue a new career. The appellant argues that having his motor vehicle salesperson licence is essential to preventing him from requiring social assistance.
- [71] The appellant made no submissions on any potential conditions that may be imposed on his salesperson licence.
- [72] I accept the appellant's testimony that the two trades through his numbered company were isolated, in situations where the buyer and the seller were essentially the same person. I note that, for the Toyota, neither the customer nor the lender filed a complaint. I find that the Registrar has not presented evidence of a widespread pattern of behaviour involving any other vehicle trades through his numbered company.
- [73] I find that the *Bukshtein* and *McKee* are distinguishable from the present matter, in that those cases involved wider-scale defrauding of customers. In *Bukshtein*, the matter involved 15 vehicle trades with total losses to lenders of over \$1,000,000. In *McKee*, the adjudicator found that the appellants had falsified and forged information on documents, and they failed to remit payments from the proceeds of two sales to customer valued at \$189,500, resulting in substantial financial losses to customers. In the present matter, I find that the scale and scope of the appellant's transgressions are not as severe as the cases cited by the Registrar.
- [74] I note that the appellant has not admitted wrongdoing in the two vehicle trades for this matter, or for what I found to be a false statement in his application for registration. In the hearing, the appellant attributed the claims against him to mistakes on his part and the part of others, and misunderstandings between him and his Bentley customer.
- [75] I accept the appellant's testimony that his career options are limited, and that he needs to continue working to get back on his feet. I accept, also, his testimony that he would not make the same "mistakes" again. As stated in *Nagy* at para. 37, "[t]he standard of conduct necessary for revocation of the right to earn a livelihood is a high one, and is generally recognized as such in professional regulation regimes." I note that the appellant had a previous 21-year history as motor vehicle salesperson, and the Registrar presented no evidence of any prior complaints or convictions.

- [76] Based on the evidence before me, I conclude that registration with conditions would be appropriate to adequately protect the public. Although I found that there was reason to believe that the appellant would not carry on business in accordance with the law and with integrity and honesty, I find that the Registrar's evidence was limited to circumstances where the buyer and the seller were essentially the same person. I note that, of the two vehicle transactions brought forward by the Registrar, only one was the subject of a complaint.
- [77] I find that, given the consequences already faced by the appellant in submitting false information in his registration, there is a low likelihood that he would make a false statement again.
- [78] I find that, in the circumstances for this matter, a probationary period of one year, where the appellant would be forbidden from being the final signatory on any vehicle BOS, sales contract, lease contract, or purchase BOS for resale, is sufficient to protect the public and any sponsoring motor vehicle dealer.
- [79] I find that, to further protect the public and any sponsoring dealer, the appellant will need to inform the dealer of any findings of guilt, convictions or pending charges under any law, within five days of any changes. The requirement to notify the Registrar in writing within five days of any changes to such information, per the salesperson registration consent and undertaking, remains in place.
- [80] Lastly, I find that the appellant will need to seek consent from the Registrar if he wishes to transfer his registration to another dealer, to ensure that the dealer is duly registered and aware of its obligations under the *Act*.

CONCLUSION

- [81] I conclude that the Registrar has satisfied its burden of proving that the past conduct of the appellant affords reasonable grounds for belief that he will not carry on business as a motor vehicle salesperson in accordance with the law and with integrity and honesty pursuant to s. 6(1)(a)(ii) of the *Act*.
- [82] I conclude that the Registrar has satisfied its burden of proving that the appellant provided a false statement in his application for renewal of registration, pursuant to s. 6(1)(a)(iii) of the *Act*.
- [83] I conclude that the appropriate remedy is registration with conditions.

ORDER

- [84] I deny the Registrar's proposal to refuse the appellant's registration as a motor vehicle salesperson.

[85] Pursuant to s. 9(5) of the *Act*, I substitute my own opinion for that of the Registrar, and I direct the Registrar to approve the registration of the appellant with the following conditions, for a period of one year from the date of the release of this decision:

1. The appellant will not be a final signatory on the bill of sale, sales contract or lease contract for any vehicle the appellant will be selling or leasing, nor will he be a final signatory on the bill of sale for any vehicle purchased for resale.
2. The appellant will advise the Registrar and the sponsoring dealer in writing within five business days of any findings of guilt, convictions, or pending charges under any law. The appellant will provide the Registrar with a copy of the notification to the sponsoring dealer, acknowledged by the signature of the sponsoring dealer.
3. The appellant shall not transfer his registration as a salesperson under the *Act* to another dealer without prior written consent from the Registrar.

Released: June 12, 2026



Bernard Trottier
Adjudicator