Citation: Patvivi Inc. and Nwandu v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2026 ONLAT MVDA 17913

File Number: 17913/MVDA

An appeal from a Notice of Proposal to Revoke Registrations under the *Motor Vehicle Dealers Act, 2002,* S.O. 2002, c. 30, Sched B.

Between:

Patvivi Inc. and Patrick Nwandu

Appellants

and

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

CONSENT ORDER

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

Date: **July 10, 2026**

BACKGROUND

[1] On October 2, 2025, the Registrar, *Motor Vehicle Dealers Act, 2002*, (the "Registrar") issued a Notice of Proposal (the "NOP") to revoke the registrations of Patvivi Inc. and Patrick Nwandu (collectively the "appellants"), as a motor vehicle dealer and as a motor vehicle salesperson, respectively, under the *Motor Vehicle Dealers Act., 2002, S*.O. 2002, c. 30, Sched B and the Regulations (the "*Act*").

[2] The parties advised the Tribunal that they had resolved the issues in dispute and both parties have consented to the registration of the appellants as a motor vehicle dealer and motor vehicle salesperson under the *Act* on the terms and conditions set out in Terms and Conditions between the appellants and the Registrar signed by the appellants on July 9, 2026 and by the Registrar on July 10, 2026, as well as the Agreed Statement of Facts signed by all parties on July 9, 2026. The Terms and Conditions and Agreed Statement of Facts shall constitute Schedule A.

[3] 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"), all parties waive the requirements of a hearing and consent to an Order of the Tribunal to confirm the appellants' registrations 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:

[4] Pursuant to s. 4.1 of the SPPA and on the consent of the parties, I dispose of this proceeding on the Terms and Conditions set out in the agreement signed by the appellants on July 9, 2026 and by the Registrar on July 10, 2026, a copy of which, as well as the Agreed Statement of Facts signed by all parties on July 9, 2026, 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: July 10, 2026

OMVIC™
Ontario's Vehicle Sales Regulator

Schedule "A"

TERMS AND CONDITIONS OF REGISTRATION

TO: License 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
#300-65 Overlea Boulevard
Toronto, Ontario M4H 1P1

FROM: Patvivi Inc.
12/13 – 1520 Lodestar Road.
Toronto, ON M3J 3C1

FROM: Patrick Nwandu

In accordance with subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* (the "MVDA"), PATVIVI INC. and PATRICK NWANDU (the "Registrants"), 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:

REGISTRATION

1. The Registrants 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") Guidelines, as may be amended from time to time. The Registrants further agree to read all correspondence and bulletins from OMVIC as released.

2. The Registrants 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 Registrants 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 Registrants further agree to notify the Registrar of any change in partners or owner, person(s) in charge, and signing authority for the dealership. The Registrants further agree not to effect such changes without first obtaining the Registrar's prior approval, in writing.

4. The Registrants acknowledge 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 Registrants further acknowledge that this includes attendance at auction on behalf of the Registrants 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 Registrants will ensure that the registration will not be used to trade in motor vehicles where the Registrants know, or ought to know, that trading motor vehicles will facilitate an illegal or unethical practice.

6. The Registrants will ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrants are informed of the Terms and Conditions contained in this document to the extent necessary to ensure compliance with these Terms and Conditions.

7. The Registrants will ensure that all personnel, agents, assignees or anyone acting on behalf of the Registrants to trade motor vehicles will be registered as a salesperson to the Registrant.

8. The Registrants 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

9. The Registrants will operate exclusively from the location approved by the Registrar and will not invite the public to trade at a place other that the approved location, pursuant to section 28 of Ontario Regulation 333/08.

10. The Registrants will maintain a sign at the Registrants' registered premise that is visible to the public, pursuant to section 30 of Ontario Regulation 333/08.

11. The Registrants will ensure that all advertisements placed by or on behalf of the Registrants 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.

12. The Registrants agree 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 Registrants will then provide the Registrar with notice in writing within five days of any such change of the location.

BOOKS AND RECORDS

13. The Registrants will maintain all books and records at the Registrants' registered premises in accordance with the MVDA and pursuant to section 52 through to and including section 60 of Ontario Regulation 333/08.

14. The Registrants will maintain books and records, which accurately records the true nature of transactions involving the trade of a motor vehicle. The Registrants will not be involved in the creation of books and records, which are false or misleading as to the true nature of a transaction involving the trade of a motor vehicle.

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

16. The Registrants will maintain a garage register in accordance with section 60(1) of the *Highway Traffic Act* ("HTA") and pursuant to section 57 of Ontario Regulation 333/08.

17. The Registrants 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").

18. The Registrants 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 Registrants 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.

20. The Registrants 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 Registrants further agree to make all reasonable efforts to reconstitute the lost, stolen or damaged records.

21. The Registrants 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 Registrants undertake to provide the receipt to OMVIC when requested by the Registrar.

DISCLOSURE

22. The Registrants 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.

23. The Registrants will disclose all material facts about the motor vehicles for purchase or lease to their customers. The Registrants further agree that notwithstanding whether or not the Registrants consider a fact to be material, the Registrants will comply with the disclosure obligation. The Registrants further agree to disclose all material facts on the Bill of Sale, in writing. The Registrants 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 Registrants further agree to disclose as much detail as possible regarding the nature and severity of the damage. The Registrants undertake to research the history of all the motor vehicles under trade to ensure all material facts are disclosed.

24. The Registrants agree not to represent any charges or fees on a Bill Sale as 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.

25. The Registrants will comply with all requests made by the Registrar in relation to any failure to comply with disclosure obligations. Further, where the Registrar considers any information to be a material fact, the Registrants will provide compensation to a purchaser concerning a motor vehicle under trade.

26. The Registrants agree to accept full responsibility for the quality of any repairs or alterations to a motor vehicle completed by the Registrants' personnel, agents, assignees, affiliated repair facilities or anyone acting on behalf of the Registrants.

ODOMETER

27. The Registrants will not, directly or indirectly, permit the odometer reading on any motor vehicle for trade to be altered in any way. In case of a repair of a broken odometer, the Registrants will record and maintain the reading in miles or kilometers that was on the odometer, prior to the exchange or repair pursuant to section 33 of Ontario Regulation 333/08.

ADVERTISING

28. The Registrants will ensure that all advertisements placed by or on behalf of the Registrants will comply with section 36 of Ontario Regulation 333/08 as well as the *Code of Ethics* in Ontario Regulation 332/08, OMVIC Standards of Business Practice, 2010 and OMVIC Guidelines, as may be amended from time to time.

FINANCIAL RESPONSIBILITY

29. The Registrants agree not to receive any new private sources of financing without the prior approval of the Registrar. This does not apply where the Registrants have applied on their 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 Popularies Act*, as may be amended from time to time.

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

31. The Registrants agree to provide written confirmation to the Registrar, within five business days, that a trust account has been opened in Patvivi Inc.'s business name in accordance with section 25 (a) of the Act (the "Dealer's Trust Account"). If the Registrants or any motor vehicle salesperson acting on behalf of Patvivi Inc., receive from a purchaser any deposit towards the purchase of a motor vehicle, Pativi Inc. shall hold the entire deposit into the Dealer's Trust Account until the purchase is concluded.

32. The Registrants will ensure that the following funds are deposited into the Dealer's Trust Account, including any amounts received from a financial institution such as proceeds from a motor vehicle financing agreement prior to the delivery of the vehicle:

a) All funds received before delivery in connection with the purchase or lease of a motor vehicle;
b) All funds received in connection with the purchase of a motor vehicle consigned to the Registrants; and
c) All funds received in connection with the purchase of a third-party warranty or service plan.

33. The Registrants will maintain a ledger account listing the names and addresses of all persons that provided the Registrants with trust funds. The Registrants will ensure that the ledger account contains the details of the amounts retained and a record of all disbursements.

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

35. The Registrants 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 Registrants will reimburse the *Fund* for any monies paid in relation to the claim.

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

2024 BANKING RECORDS

37. The Registrants shall provide within sixty (60) days of this Consent Order; all information related to the following fifteen (15) undocumented deposits in Patvivi Inc.'s TD bank account no. ****016:

Deposit #	Date of Deposit	Amount Deposited
1	July 5, 2024	$11,500
2	July 17, 2024	$12,000
3	July 19, 2024	$13,000
4	August 21, 2024	$66,000
5	August 21, 2024	$32,634.23
6	September 16, 2024	$24,300
7	September 17, 2024	$10,000
8	September 25, 2024	$90,000
9	September 26, 2024	$191,700
10	October 4, 2024	$10,005.21

11	October 8, 2024	$99,000
12	October 16, 2024	$100,000
13	October 16, 2024	$125,500
14	October 16, 2024	$122,587.38
15	October 16, 2024	$40, 843.73

38. The information requested in paragraph 38 above includes, but is not limited to, the following information and supporting documentation for each deposit: the source of the deposit; copies of all documents relating to the reason for the deposit; and records showing how the funds were subsequently used in the trust account.

39. If the Registrants are unable to provide the information requested in paragraphs 37 and 38 above, within sixty (60) days, because TD Bank has not provided the relevant bank transaction records, the Registrants shall, within thirty (30) days, provide the Registrar with an explanation and with records of all written requests made to TD Bank since November 18, 2024.

LETTER OF CREDIT

40. Patvivi Inc. shall provide an irrevocable Letter of Credit in the amount of $50,000 (fifty thousand dollars) in favour of the Motor Vehicle Dealers Compensation Fund from a financial institution under the Loan and Trust Corporations Act, within 90 days of these Terms and Conditions being signed , which will remain in place for two years from the date of registration termination of Patvivi Inc. (the "**Closure of Business**"), unless the Registrar consents to the release of any amount at an earlier date in accordance with the procedure described in paragraph 43 below.

41. The Letter of Credit shall be in the form set out by the Registrar.

42. Patvivi Inc. shall provide a replacement letter of credit before the expiry of the notice period.

43. Patvivi Inc. understands that the Registrar may exercise discretion to release a portion of the funds held by the letter of credit before the Closure of Business, subject to the following:

    a) The request must be made in writing to the Registrar;
    b) The request must be made by all the owners, partners, officers, directors, and shareholders registered with Patvivi Inc.; and
    c) The request must be made no less than two (2) years after the letter of credit was deposited with the Registrar.

KEY ELEMENTS COURSE

44. Patrick Nwandu Nwandu shall complete the MVDA Key Elements course (the "Course") no later than **October 15, 2026**. Patrick Nwandu must achieve a minimum score of 80% on the Course.

45. Patvivi Inc. shall ensure that all sales staff complete the MVDA Key Elements course (the "Course") and achieve a minimum score of 80%. This requirement applies to: (a) all sales staff currently employed by Patvivi Inc., who shall complete the Course by **October 15, 2026**; and (b) all sales staff employed by Patvivi Inc. in the future, who shall complete the Course within thirty (30) days of their first day of employment with Patvivi Inc. Patvivi Inc. shall be responsible for all costs associated with the Course.

OMVIC TRANSACTION FEE

46. The Registrants understand that the transaction fee is payable on any sales, leases, exports, fleet, and consignments except those transactions with dealers.

47. The Registrants understand that dealers are required to self-report and remit all transaction fees with their annual registration renewal application.

48. The Registrants understand that it is mandatory to record all motor vehicles sold, leased, or exported under this dealership, except for any transaction made to another dealer. The Registrants further understand that the register records are to be made immediately up transaction completion and are to be kept at least for a period of seven (7) years.

49. The Registrants undertake to provide the Registrar, as soon as practicable, with documentation related to any motor vehicle trade, including the transaction register, when requested by the Registrar. The Registrant further understands that failure to report the transaction fee accurately may cause an appropriate administrative action to be taken by the Registrar.

ACKNOWLEDGMENT AND UNDERTAKING:

50. The Registrar is relying on the accuracy and completeness of all documents, statements or information provided by the Registrant in support of the Registrants' application and renewal for registration.

51. The documents, information or statements provided to the Registrar are true to the best of the Registrants' knowledge and belief; and that full answer to all questions, inquiries and requests made by the Registrar in connection with the Registrants' application have been given.

52. 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.

53. Independent legal advice has been obtained or the Registrants have had the opportunity to obtain independent legal advice respecting consent to the Terms and Conditions contained in this document.

Signed in the City of North York this 09 day of July 2026.

Patrick Nwandu

Name of Authorized Representative (please print clearly)

I have authority to bind Patvivi Inc. (signature)

Patviviinc@Yahoo.Com

Business Email Address (please print clearly)

Patrick Nwandu

These Terms and Conditions are accepted by the Registrar, *Motor Vehicle Dealers Act, 2002.*

Signed in the City of Toronto this 10 day of July 2026

____
Diana Mojica, Counsel
(signing on behalf of Maureen Harquail, KC, MPA, ICD.D. Registrar,
Motor Vehicle Dealers Act, 2002)

File Number: 17913/MVDA

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

BETWEEN:

REGISTRAR, *MOTOR VEHICLE DEALERS ACT, 2002*

- and –

PATVIVI INC.

- and -

PATRICK NWANDU

AGREED STATEMENT OF FACTS

Patvivi Inc. has breached the following:

Sections 15(5), 26 and 27 of the *Motor Vehicle Dealers Act, 2002* (the "Act"), and sections 40(2), 42[6], [7], [19], [20], [21] and [22], 43(2), 53 and 56 of the Regulation 333/08.

Patrick Nwandu has breached the following:

Section 15(5), 26 and 27 of the Act.

SUMMARY OF AGREEMENT

The parties to this proceeding agree that:

Background:

1. Patvivi Inc. ("Patvivi") was first registered as a motor vehicle dealer on or about October 11, 2007.

2. Patrick Nwandu ("Nwandu") was first registered as a motor vehicle salesperson under the Act on or about September 9, 2005.

3. At all material times, Nwandu has been the sole officer and person in charge of Patvivi.

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2024 Inspection

4. On or about November 13, 2024, a representative of the Registrar ("the Inspector") attended Patvivi's registered address of 1520 Lodestar Road, Unit 12 and 13, Toronto to perform a scheduled books and records inspection ("the Inspection").

5. The Inspector met with and completed the Inspection alongside Nwandu.

6. As part of the Inspection, the Inspector reviewed the following fifteen (15) vehicle trade files:

    1) 2012 Volkswagen Golf, VIN: ***236918;
    2) 2013 Honda Civic, VIN: ***024329;
    3) 2013 Hyundai Elantra, VIN: ***450493;
    4) 2015 BMW I8. VIN: ***391507;
    5) 2015 BMW X5, VIN: ***N11770;
    6) 2016 Mazda 3 Touring, VIN: ***317498;
    7) 2017 Honda Ridgeline, VIN: ***504398;
    8) 2017 Toyota RAV4, VIN: ***397445;
    9) 2018 McLaren, VIN: ***003710;
    10) 2019 Honda Accord, VIN: ***800959;
    11) 2020 Ferrari Portofino, VIN: ***255889;
    12) 2020 Lamborghini Huracan, VIN: ***A15046;
    13) 2022 Mercedes Benz Sprinter, VIN: ***478837;
    14) 2022 Lamborghini Huracan, VIN: ***A18463.
    15) 2022 Lamborghini Huracan, VIN: ***A11832

7. As part of the Inspection, the Inspector discovered the contraventions and violations explained and particularized below.

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2012 Volkswagen Golf, VIN: ***236918

8. On or about July 2, 2024, Patvivi purchased a 2012 Volkswagen Golf (VIN: ***236918).

9. On or about July 9, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer A.

10. The vehicle was sold to Consumer A as-is, but the as-is statement was not initialled by Consumer A as required by s.40(2) of the Regulation.

11. Nwandu signed the bill of sale for this trade as salesperson on behalf of Patvivi.

12. Patvivi and Nwandu falsified, or assisted in falsifying, documents or information relating to this trade, contrary to section 26 of the Act.

2013 Honda Civic, VIN: ***024329

13. On or about July 2, 2024, Patvivi purchased a 2013 Honda Civic (VIN:**024329).

14. On or about September 18, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer B.

15. The name of Consumer B listed on the bill of sale is incorrect and does not match MTO records. At the time of the Inspection, Nwandu confirmed that the name and signature listed on the vehicle's bill of sale was incorrect. Nwandu falsified and furnished false information on a document relating to bill of sale contrary to s.26 and s.27 of the Act.

16. The vehicle was sold to Consumer B as-is, but the as-is statement was not initialled by Consumer B as required by s.40(2) of the Regulation.

2013 Hyundai Elantra, VIN: ***450493

17. On or about July 6, 2024, Patvivi purchased a 2013 Hyundai Elantra (VIN: ***450493).

18. On or about July 11, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer C.

19. The vehicle was sold to Consumer C as-is, but the as-is statement was not initialled by Consumer C as required by s.40(2) of the Regulation.

20. Nwandu failed to disclose the vehicle had accident damage exceeding $3,000 as required by s.42[19] of the Regulation.

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2015 BMW i8, VIN: ***391507

21. On or about December 29, 2023, Patvivi purchased a 2015 BMW i8 (VIN: ***391507).

22. At the time of purchase, it was disclosed to Patvivi that the vehicle had accident damage over $3,000.

23. On or about February 15, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer D.

24. The vehicle was sold to Consumer D as-is, but the as-is statement was not initialled by Consumer D as required by s.40(2) of the Regulation.

25. Nwandu failed to disclose the vehicle had accident damage exceeding $3,000 as required by s.42[19] of the Regulation.

26. The name of Consumer D listed on the bill of sale is incorrect and does notmatch MTO records. At the time of the Inspection, Nwandu confirmed that the name and signature listed on the vehicle's bill of sale was incorrect. Nwandu falsified and furnished false information on a document relating to bill of sale contrary to s.26 and s.27 of the Act.

2015 BMW X5, VIN ****1770

27. On or about February 9, 2024, Patvivi purchased a 2015 BMW X5 (VIN: ***N11770).

28. At the time of purchase, it was disclosed to Patvivi that the vehicle had been registered out of province and the total distance driven by the vehicle was believed to be higher than the distance indicated on the odometer.

29. On or about June 13, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer E.

30. Nwandu failed to disclose the vehicle had previously been registered out of province as required by s.42[22] of Ontario Regulation 333/08 (the "Regulation").

31. Nwandu signed the bill of sale for this trade as salesperson on behalf of Patvivi.

32. Patvivi and Nwandu falsified, or assisted in falsifying, documents or information relating to this trade, contrary to section 26 of the Act.

2016 Mazda 3 Touring, VIN: ***371498

33. On or about May 30, 2024, Patvivi purchased a 2016 Mazda 3 Touring (VIN ***317498) from an auction.

34. On or about June 15, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer F.

35. The vehicle was sold to Consumer F as-is, but the as-is statement was not initialled by Consumer F as required by s.40(2) of the Regulation.

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36. The name of Consumer F listed on the bill of sale is incorrect and does not match MTO records. A the time of the Inspection, Nwandu confirmed that the name and signature listed on the vehicle's bill of sale was incorrect. Nwandu falsified and furnished information on a document relating to a bill of sale contrary to s. 26 and 27 of the Act.

<u>2017 Honda Ridgeline, VIN: ***504398</u>

37. On or about May 16, 2024, Patvivi purchased a 2017 Honda Ridgeline (VIN: ***504398).

38. At the time of purchase, it was disclosed to Patvivi that the vehicle had been declared a total loss by the insurer.

39. On or about July 10, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer G.

40. Nwandu failed to disclose the vehicle had been declared a total loss by the insurer as required by s.42[21] of the Regulation.

<u>2017 Toyota RAV4, VIN: ***397445</u>

41. On or about June 18, 2024, Patvivi purchased a 2017 Toyota RAV4 (VIN: ***397445).

42. At the time of purchase, it was disclosed to Patvivi that the manufacturer's warranty had been cancelled.

43. On or about May 27, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer H.

44. The vehicle was sold to Consumer H as-is, but the as-is statement was not initialled by Consumer H as required by s.40(2) of the Regulation.

45. Nwandu failed to disclose, the manufacturer's warranty had been cancelled as required by s.42[20] of the Regulation.

<u>2018 McLaren, VIN: ***003710</u>

46. On or about March 18, 2024, Patvivi purchased a 2018 McLaren (VIN: ***003710).

47. At the time of purchase, it was disclosed to Patvivi that the vehicle had been declared a total loss by the insurer.

48. On or about June 17, 2024, Nwandu on behalf of Patvivi sold the vehicle to 2553158 Ontario Inc.

49. Nwandu failed to disclose the vehicle had been declared a total loss by the insurer as required by s.42[21] of the Regulation.

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50. The bill of sale lists the purchaser as Vaughan Collision Centre. This is incorrect and does not match MTO records. At the time of the Inspection, Nwandu confirmed that the purchaser's name and signature listed on the vehicle's bill of sale was incorrect. Nwandu falsified and furnished false information on a document relating to bill of sale contrary to s.26 and s.27 of the Act.

<u>2019 Honda Accord, VIN: ***800959</u>

51. On or about June 10, 2024, Patvivi purchased a 2019 Honda Accord (VIN: ***800959).
52. At the time of purchase, it was disclosed to Patvivi that the vehicle had been declared a total loss by the insurer.
53. On or about July 9, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer I.
54. The vehicle was sold to Consumer I as-is, but the as-is statement was not initialled by Consumer I as required by s.40(2) of the Regulation.
55. Nwandu failed to disclose the vehicle had been declared a total loss by the insurer as required by s.42[21] of the Regulation.
56. Nwandu signed the bill of sale for this trade as salesperson on behalf of Patvivi.
57. Patvivi and Nwandu falsified, or assisted in falsifying, documents or information relating to this trade, contrary to section 26 of the Act.

<u>2020 Ferrari Portofino, VIN: ***255889</u>

58. On or about November 16, 2024, Patvivi purchased a 2020 Ferrari Portofino (VIN: ***255889).
59. At the time of purchase, it was disclosed to Patvivi that the vehicle had been declared a total loss by the insurer, and the odometer was broken.
60. On or about June 14, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer J.
61. Nwandu failed to disclose the vehicle had been declared a total loss by the insurer, as required by s.42[21] of the Regulation.
62. Nwandu failed to disclose the vehicle's odometer was broken or faulty as required by s.42[6] of the Regulation.
63. As part of the purchase, Consumer J traded-in a 2017 Ferrari California. Nwandu failed

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to include the information regarding the trade-in vehicle on the bill of sale in a clear, comprehensible, and prominent manner as required by s.43(2) of the Regulation.

<u>2020 Lamborghini Huracan, VIN: ***A15046</u>

64. On or about April 3, 2024, Patvivi purchased a 2020 Lamborghini Huracan (VIN: ***A15046).

65. On or about July 10, 2024, Nwandu on behalf of Patvivi sold the vehicle to Consumer K.

66. The vehicle was sold to Consumer K as-is, but the as-is statement was not initialled by Consumer K as required by s.40(2) of the Regulation.

<u>2022 Mercedes Benz Sprinter, VIN: ***478837</u>

67. On or about October 29, 2024, Nwandu on behalf of Patvivi sold a 2022 Mercedes Benz Sprinter, VIN: ***478837 to Consumer L.

68. At the time of the purchase, it was disclosed to Patvivi that the vehicle had previously been a daily rental, and had accident damage exceeding $3,000.

69. The vehicle was sold to Consumer L as-is, but the as-is statement was not initialled by Consumer L as required by s.40(2) of the Regulation.

70. Nwandu failed to disclose the vehicle had previously been a daily rental as required by s.42[7] of the Regulation.

71. Nwandu failed to disclose the vehicle had accident damage exceeding $3,000 as required by s.42[19] of the Regulation.

<u>2022 Lamborghini Huracan, VIN: ***A11832</u>

72. On or about May 20, 2024, Nwandu sold a 2022 Lamborghini Huracan (VIN: ***A11832) to Consumer M.

73. The vehicle was sold to Consumer M as-is, but the as-is statement was not initialled by Consumer M as required by s.40(2) of the Regulation.

<u>The 2022 Lamborghini, VIN****8463</u>

74. On or about June 14, 2024, ownership of a 2022 Lamborghini (VIN: ***8463) (the "2022 Lamborghini") was transferred to Patvivi.

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75. On or about June 14, 2024, ownership of the 2022 Lamborghini was transferred from Patvivi to 2553158 Ontario Inc. (the "158 Corporation"). The transfer was completed without the knowledge or consent of the 158 Corporation. As a result, the information Nwandu provided to the Ministry of Transportation ("MTO") to facilitate the transfer was false.

76. The authorized representative of the 158 Corporation did not sign a bill of sale for the purchase of the 2022 Lamborghini.

77. Patvivi and Nwandu falsified or assisted in falsifying documents and/or information relating to this trade, contrary to section 26 of the Act.

78. Patvivi and Nwundu furnished false documents or information to the MTO relating to this trade, contrary to section 27 of the Act.

Banking Records

79. During the Inspection, the Inspector requested an explanation for the following fifteen (15) undocumented deposits in Patvivi's TD bank account:

Deposit #	Date of Deposit	Amount Deposited
1	July 5, 2024	$11,500
2	July 17, 2024	$12,000
3	July 19, 2024	$13,000
4	August 21, 2024	$66,000
5	August 21, 2024	$32,634.23
6	September 16, 2024	$24,300
7	September 17, 2024	$10,000
8	September 25, 2024	$90,000

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Deposit #	**Date of Deposit**	**Amount Deposited**
9	September 26, 2024	$191,700
10	October 4, 2024	$10,005.21
11	October 8, 2024	$99,000
12	October 16, 2024	$100,000
13	October 16, 2024	$125,500
14	October 16, 2024	$122,587.38
15	October 16, 2024	$40,843.73

80. Nwandu advised that he was unsure of the source of these deposits and would need more time to confirm.

81. On or about November 18, 2024, the Inspector requested Nwandu provide confirmation of the sources of the fifteen (15) deposits by November 25, 2024.

82. On or about November 22, 2024, Nwandu requested an extension to compile the information being requested. An extension as was granted by the Inspector.

83. On or about December 3, 2024, Nwandu requested an additional extension to comply with the request for documents. A final extension to December 9, 2024, was granted by the Inspector.

84. The requested documents were not provided by December 9, 2024.

85. On or about January 7, 2025, the Inspector reattended Patvivi's registered address to discuss the Inspection with Nwandu. At this time, Nwandu advised the Inspector he had failed to obtain supporting documents for the deposits.

86. Patvivi failed to keep all records pertaining to business on site as required by sections 53 and 56 of the Regulation.

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87. Nwandu obstructed the Registrar's investigation by withholding documents from the Inspector. As a result, Nwandu contravened s.15(5) of the Act.

Generally

88. Nwandu has failed to ensure that Patvivi conducts its business in compliance with the Act and its Regulations, and thus has personally contravened section 15(5), 26 and 27 of the Act.

89. Nwandu has failed to ensure that Patvivi conducts its business in compliance with the Act and its Regulations, and thus Patvivi has contravened sections 15(5), 26 and 27 of the Act, and sections 40(2), 42[6], [7], [19], [20], [21] and [22], 43(2), 53 and 56 of the Regulation 333/08.

Acknowledgment and Undertaking

90. Nwandu acknowledges and undertakes that he will complete the MVDA Key Elements course (the "Course") no later than **October 15, 2026**. Nwandu must achieve a minimum score of 80% on the Course.

91. Patvivi acknowledges and undertakes that all sales staff currently employed by Patvivi, and any sales staff employed by Patvivi in the future, will successfully complete the MVDA Key Elements course (the "Course") by **October 15, 2026**. Each staff member must achieve a minimum score of 80% on the Course. Patvivi will be responsible for all costs associated with the Course.

Terms and Conditions

92. Pursuant to subsection 6(2) of the Act, Patvivi and Nwandu (collectively the "Appellants") and the Registrar, in accordance with section 4.1 of the *Statutory Powers Procedure Act*, do hereby waive the requirements for a hearing and consent to an Order of the Licence Appeal Tribunal ("Consent Order") based upon the terms and conditions attached hereto as Schedule "A".

By signing below, I acknowledge and agree that:

i. I have read and understand the Agreed Statement of Facts and Summary of Agreement set out in this document.

ii. I agree to the terms and conditions referred to in this document and attached as Schedule "A".

iii. I have exercised my right to be represented by counsel or an agent in this matter.

iv. I understand, acknowledge, and consent to waive the requirement for a hearing.

v. I request that the Licence Appeal Tribunal issue a Consent Order that includes this Agreed Statement of Facts as the final settlement of this matter.

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DATED AT North York THIS 09 DAY OF July, 2026

Patrick Nwandu

(please print)

(signature)

I have the authority to bind the corporation:
PATVIVI INC.

By signing below, I acknowledge and agree that:

i. I have read and understand the Agreed Statement of Facts and Summary of Agreement set out in this document.

ii. I agree to the terms and conditions referred to in this document and attached as Schedule "A".

iii. I have exercised my right to be represented by counsel or an agent in this matter.

iv. I understand, acknowledge, and consent to waive the requirement for a hearing.

v. I request that the Licence Appeal Tribunal issue a Consent Order that includes this Agreed Statement of Facts as the final settlement of this matter.

DATED AT North York THIS 09 DAY OF July, 2026

(signature)
PATRICK NWANDU

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initials

By signature below the Registrar agrees, acknowledges, understands and consents to the final settlement of this matter by way of this Agreed Statement of Facts.

DATED AT North York **THIS** 09 **DAY OF** July **, 2026**

Maureen Harquail
Registrar, *Motor Vehicle Dealers Act, 2002*

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