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 1477213 ONTARIO CORPORATION o/a CITY AUTOMOTIVE SALES AND LEASING

- and -

IN THE MATTER OF the registration of LOUISE JACQUES GRANT

- and -

IN THE MATTER OF the registration of EARL GRANT

TO: 1477213 Ontario Corporation o/a City Automotive Sales and Leasing
301 Rexdale Boulevard
Etobicoke, ON M9W 1R8

TO: Louise Jacques Grant

AND TO: Earl Grant

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 **1477213 ONTARIO CORPORATION o/a CITY AUTOMOTIVE SALES AND LEASING** as a motor vehicle dealer under the Act, and to revoke the registrations of **LOUISE JACQUES GRANT and EARL GRANT** as motor vehicle salespersons 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 1477213 ONTARIO CORPORATION o/a CITY AUTOMOTIVE SALES AND LEASING, LOUISE JACQUES GRANT and EARL GRANT and breaches of the conditions of registration and financial position is inconsistent with the intention and objective of the Act and therefore warrants their disentitlement to registration under the Act.

PARTICULARS

The reasons for this proposal are:

BACKGROUND

1. 1477213 Ontario Corporation o/a City Automotive ("City Automotive" or the "Dealer") was first registered as a motor vehicle dealer under the Act in or around August 2004.

2. Louise Jacques Grant ("L. Grant") was first registered as a motor vehicle salesperson under the Act in or around August 2004. At all material times, L. Grant has been the Business Manager, Officer and Person-in-Charge of City Automotive.

3. Earl Grant ("E. Grant") was first registered as a motor vehicle salesperson under the Act in or around June 1993. At all material times, E. Grant has been the General Manager of City Automotive.

4. On or about November 9, 2022, E. Grant, entered into terms and conditions of registration (the "Conditions") on behalf of the Dealer, which required and reminded the Dealer to comply with its obligations:

    a. Condition 2: to provide the Registrar with notice in writing, within five days of any substantive changes to its business plan or information provided in obtaining its registration, pursuant to section 31 of Ontario Regulation 333/08.

    b. Condition 3: to notify the Registrar of any change in person(s) in charge, and signing authority for the dealership. The Registrant further agreed not to effect such changes without first obtaining the Registrar's prior approval in writing.

    c. Conditions 5 and 6: to maintain books and records at its registered premises and to provide free access to its books and records to any authorized representative of the Registrar.

    d. Condition 12: to disclose all material facts about the motor vehicles for purchase to its customers on its Bills of Sale. In the case of damaged vehicles, the Dealer also agreed to disclose as much detail as possible regarding the nature and severity of the damage.

    e. Condition 18: to ensure that if it agrees to pay any outstanding loan, the Dealer fulfils these obligations by immediately paying off the loan and ensuring that any related liens are discharged.

    f. Condition 20: to ensure that after entering into a contract to facilitate the sale of an extended warranty, all related documents and payments are submitted to the warranty provider pursuant to section 47(7) O. Reg. 333/08.

PAST CONDUCT & FINANCIAL POSITION

2020 Consumer Complaint – Failure to payout lien:

5. On or about May 13, 2020, a consumer ("Consumer A") entered into an agreement with City Automotive, wherein Consumer A traded in a 2012 Volkswagen Golf R (VIN ***239510) in purchase the purchase of a 2016 Toyota Tundra (VIN ***549093). At the time of the trade, Consumer A had an outstanding loan for the 2012 Volkswagen and a corresponding lien was registered against its title.

6. On behalf of the Dealer, E. Grant erroneously indicated on the bill of sale that the trade in vehicle was a 2014 Volkswagen instead of a 2012 Volkswagen.

7. As part of the transaction and as indicated on the bill of sale, City Automotive was obligated to pay the outstanding lien on the Volkswagen in the amount of $21,307.

8. City Automotive failed to payout the lien in full, causing Consumer A to continue to be obligated to make payments towards the Volkswagen.

9. On or about July 14, 2020, Consumer A submitted a formal complaint with a representative of the Registrar, against City Automotive. The complaint pertained to the Dealer's failure to ensure the lien was settled.

10. On or about August 7, 2020, a representative of the Registrar contacted City Automotive regarding the outstanding lien and to provide the following documentation:

    a. The retail bill of sale
    b. The lien release letter with proof of payment

11. On or about August 11, 2020, L. Grant provided a copy of a cheque (dated June 26, 2020) in the amount of $20,728 as proof of payment towards the lien.

12. The Registrar's representative inquired as to why the cheque was in the amount of $20,728 instead of the $21,307 as indicated on the bill of sale.

13. L. Grant and E. Grant explained to the representative that the lien was not fully discharged because they had reduced the amount due to the discrepancies. L. Grant and E. Grant attributed the discrepancies to Consumer A's actions and claimed Consumer A had misrepresented the vehicle as a 2014 model instead of a 2012, as well as misrepresented the kilometres to be 140,000 km.

14. However, these explanations were false and misleading. Consumer A had not misrepresented the model year nor the kilometres, as claimed by L. Grant and E. Grant.

15. On or about August 14, 2020, Consumer A provided confirmation to the representative that he had accurately informed the Dealer, prior to the trade in, that the vehicle was a 2012 model and it had 146,123 kilometres.

16. During August 2020 and into September 2020, Consumer A continued to be obligated to make payments towards the lien for the Volkswagen and also incurred NSF charges.

17. On or about September 15, 2020, L. Grant contacted the representative to confirm that a cheque had been recently sent to Consumer A to address the additionally incurred charges (in the amount of $1,999.22) and explained that the lien had been paid out to the bank.

18. By falsely attributing the outstanding lien to Consumer A's actions and by failing to ensure the outstanding lien was discharged in a timely manner, the Dealer, E. Grant and L. Grant failed to act with honesty, integrity and failed to act in a financially responsible manner.

2021 Consumer Complaint – Failure to payout lien:

19. On or about August 23, 2018, a consumer ("Consumer B") entered into an agreement with City Automotive, wherein the Consumer B traded in a 2012 Nissan Rogue (VIN ***263320) for the purchase of a 2015 Nissan Rogue (VIN ***822936).

20. At the time of the trade, Consumer B had an outstanding loan. As part of the transaction, City Automotive was obligated to pay the outstanding loan on the 2012 Nissan Rogue in the amount of $12,000. The Dealer failed to payout the loan as required.

21. As a result, the lender repossessed the 2012 Nissan Rogue from the Dealer's premises.

22. On or about June 18, 2021, Consumer B submitted a formal complaint with a representative of the Registrar, against City Automotive. The complaint pertained to the dealership's failure to settle the loan on the vehicle that was traded in.

23. On or about July 8, 2021, the representative contacted the Dealer regarding the complaint.

24. On or about August 16, 2021, L. Grant advised that she was going to make arrangements to resolve the complaint.

25. On or about September 21, 2021, the representative asked the Dealer for information and/or confirmation that the lien had been discharged. However, the Dealer did not respond, as required, and thereby breached s. 14(3) of the Act.

26. By failing to ensure that the outstanding loan on the vehicle had been fully paid off in a timely manner, the Dealer, E. Grant and L. Grant failed to act with honesty, integrity, and failed to act in a financially responsible manner.

2022 Consumer Complaint – Consumer not paid for vehicle:

27. In or around May 2024, a consumer ("Consumer C"), residing in the United States of America ("USA"), contacted the Dealer regarding the sale of his 2014 Volkswagen CCS (VIN ***535933). A representative of the Dealer requested that Consumer C bring the vehicle to the Dealer.

28. On or about May 17, 2024, Consumer C took the vehicle to the premises of the Dealer and was advised by a salesperson to hand over the keys and leave the vehicle at the premises. The salesperson advised Consumer C that a receipt would be issued within 12 hours.

29. Consumer C returned to the USA. However, all efforts to obtain the receipt from the salesperson were unsuccessful.

30. On or about May 31, 2024, a red-light camera recorded Consumer C's vehicle proceeding through a red signal, resulting in the issuance of a ticket to Consumer C for the violation.

31. In or around October 2024, Consumer C found out that the vehicle continued to be used by the salesperson for personal purposes. The vehicle had accumulated approximately 25,000 kilometers of travel since it was brought to the Dealer. The vehicle had also developed some vehicle condition issues.

32. The Dealer failed to take responsibility for the harm caused to Consumer C. Consumer C interacted with E. Grant who indicated that the Dealer would not provide assistance since Consumer C had dealt with a salesperson and not the owner of the Dealer. E. Grant also blamed the situation on “people from India and Pakistan”.

33. The Dealer, E. Grant and L. Grant failed to supervise and address the fraudulent actions of their salesperson, failed to ensure Consumer C was reimbursed, and thereby failed to act with honesty, integrity and failed to act in a financially responsible manner.

2025 INSPECTION

34. On or about February 4 and February 7, 2025, representatives of the Registrar (the “Inspectors”) attended the premises of City Automotive to conduct an inspection. The inspection findings are particularized below.

2022 Hyundai Elantra (VIN ***351527)

Failure to disclose prior accident damage

35. On or about September 14, 2024, the Dealer sold a 2022 Hyundai Elantra (VIN ***351527) to a consumer. The subject vehicle had previously been reported as having incurred accident-related damages on two separate occasions in 2023, with associated repair estimates of $222.21 and $4,518.76, respectively.

36. The Dealer failed to disclose, in writing on the bill of sale, the details regarding the vehicle’s damage history, contrary to Condition 12 of the Dealer’s Conditions, and sections 42(19) and (25) of O. Reg. 333/08.

2019 Toyota Highlander (VIN ***579648)

Failure to disclose prior accident damage

37. On or about August 28, 2024, the Dealer sold a 2019 Toyota Highlander (VIN ***579648) to a consumer, which had previously incurred minor and moderate accident-related damages in 2023 and 2024, respectively.

38. The Dealer failed to disclose, in writing on the bill of sale, the details regarding the vehicle’s damage history, contrary to Condition 12 of the Dealer’s Conditions, and sections 42(19)

and (25) of O. Reg. 333/08.

2022 Toyota Corolla (VIN ***500617)

Failure to disclose that vehicle was previously a daily rental and prior registration in another jurisdiction

39. On or about May 1, 2024, the Dealer sold a 2022 Toyota Corolla (VIN #500617) to a consumer.

40. The 2022 Toyota Corolla had previously been registered in Quebec and was previously used as a daily rental. However, the Dealer failed to disclose this information in writing on the bill of sale, as required.

41. As a result, the Dealer contravened sections 42(22) and 42(7)(i) of O. Reg. 333/08 and acted contrary to Condition 12 of the Dealer's Conditions.

2021 Lexus RX 350 (VIN ***282052)

Failure to advertise in a clear, comprehensible and prominent manner

42. On or about December 16, 2024, the Dealer sold a 2021 Lexus RX 350 (VIN ***282052) to consumers at a sale price of $41,000. The bill of sale indicated that the consumers paid an additional $899 for safety certification.

43. However, the Inspector discovered that the Dealer had advertised the vehicle as being certified.

44. By simultaneously advertising the vehicle as certified and requiring safety certification at an additional cost, the Dealer failed to advertise the vehicle's all-inclusive price in a clear, comprehensible, and prominent manner, contrary to section 36(7) of O. Reg. 333/08.

2016 Ford Transit 250 (VIN ***A16171)

Failure to disclose prior registration in another jurisdiction

45. On or about November 19, 2024, the Dealer sold a 2016 Ford Transit 250 (VIN ***A16171) to a consumer.

46. The 2016 Ford Transit 250 had been previously registered in Quebec. However, the Dealer failed to disclose this information in writing on the bill of sale, as required.

47. The Dealer thereby contravened section 42(22) of O. Reg. 333/08 and Condition 12 of the Dealer's Conditions.

2020 GMC Savana G2500 (VIN ***135683)

Failure to disclose prior accident damage

48. On or about October 30, 2024, the Dealer sold a 2020 GMC Savana (VIN ***135683) to a

consumer. The vehicle had previously incurred damage in 2020, 2021 and 2022; however, the Dealer failed to disclose this information in writing on the bill of sale.

49. The Dealer thereby contravened section 42(25) of O. Reg. 333/08 and Condition 12 of the Dealer's Conditions.

2019 Lexus NX 300 (VIN ***183956)

Failure to payout existing lien

50. On or about November 4, 2024, the Dealer sold a 2019 Lexus NX 300 (VIN ***183956) to a consumer.

51. The consumer obtained financing to facilitate the anticipated purchase of the vehicle, and a lien was registered against the title of the vehicle.

52. Subsequently, the agreement between the Dealer and the consumer fell through. The Dealer failed to ensure that the outstanding lien was fully discharged, resulting in the continued registration of the lien against the vehicle in the consumer's name.

53. As of February 6, 2025, the lien against the vehicle's title remained registered in the consumer's name.

54. By failing to ensure that the outstanding loan on the vehicle had been fully paid off, the Dealer, E. Grant and L. Grant failed to be financially responsible in the conduct of business.

2018 Toyota RAV4 (VIN ***407170)

Failure to payout existing lien

55. On or about November 7, 2024, a consumer traded in a 2018 Toyota RAV (VIN*** 407170) to the Dealer. At the time, there was an outstanding loan and a lien registered against its title.

56. The Dealer failed to ensure that the outstanding loan on the vehicle had been fully paid off and the lien discharged, contrary to the Code of Ethics and Condition 18.

57. As of February 6, 2025, the lien against the vehicle's title remained registered in the consumer's name.

58. By failing to ensure that the outstanding loan on the vehicle had been fully paid off, the Dealer and L. Grant have failed to be financially responsible in the conduct of business.

2022 Toyota Corolla (VIN 501162)***

Failure to disclose vehicle was previously a daily rental

59. On or about March 28, 2024, the Dealer purchased a 2022 Toyota Corolla (VIN*** 501162). The wholesale bill of sale indicated that the vehicle was previously a daily rental vehicle.

60. On or about March 28, 2024, the Dealer sold the vehicle to a consumer. The Dealer failed to disclose in writing on the bill of sale, that the vehicle was previously a daily rental, contrary to section 42(7) of O. Reg. 333/08 and Condition 12.

Failure to provide documentation for inspection

61. On or about January 8, 2025, a representative of the Registrar provided a courtesy notice to the Dealer that an inspection would take place on February 4, 2025. The Registrar's representative requested that the Dealer provide, among other items, the following documents during the course of the inspection:

    a. All purchases and corresponding sale/lease contracts (wholesale and retail)
    b. Safety Standard Certificates and repair invoices
    c. Warranty documents and proof of warranty premium remittances
    d. Banking records (bank statements and cheques issued)
    e. Floor plan records, if applicable
    f. Payroll records
    g. Examples of recent online and print advertisements (for recently sold vehicles, if applicable)
    h. Ontario Motor Vehicle Industry Council (“OMVIC”) transaction fee remittance details
    i. Dealership’s HST Netfile and/or Notice of Assessment (NOA)

62. During the first day of the inspection, on or about February 4, 2025, the Inspectors discovered that despite the advance notice given to the Dealer, the Dealer failed to provide documents related to the following:

    a. The purchase agreement regarding the 2020 Honda Civic (VIN ***019216)
    b. The sale agreement regarding the 2023 Hyundai Elantra (VIN ***417335)
    c. The Dealer’s HST Netfile and/or Notice of Assessment (NOA)
    d. Deal files for advertisement cross references
    e. Banking records
    f. Payroll records for the past six (6) months.
    g. Warranty documents and proof of warranty remittances related to the following:
        i. 2019 Volkswagen Jetta (VIN ***138167)
        ii. 2018 Mercedes Benz (VIN ***064766)
        iii. 2018 Mercedes Benz (VIN ***021238)
        iv. 2022 Hyundai Elantra (VIN ***262387)
        v. 2019 Hyundai Sonata (VIN ***755789)
        vi. 2020 Honda Civic (VIN ***019216)
        vii. 2019 Acura RDX (VIN ***804836)
        viii. 2019 Toyota Highlander (VIN ***579648)
        ix. 2024 Honda Civic (VIN ***102558)
        x. 2020 GMC Savanna (VIN ***135683)
        xi. 2022 Hyundai Elantra (VIN ***351527)

63. On or about February 7, 2025, the Inspectors returned to the Dealer’s premises for a continuation of the inspection. The following documents also remained outstanding:

a. Warranty documents and proof of warranty remittances related to the following:
    i. 2019 Volkswagen Jetta (VIN ***138167)
    ii. 2018 Mercedes Benz (VIN ***064766)
    iii. 2018 Mercedes Benz (VIN ***021238)
    iv. 2022 Hyundai Elantra (VIN ***262387)
    v. 2019 Hyundai Sonata (VIN ***755789)
    vi. 2020 Honda Civic (VIN ***019216)
    vii. 2019 Acura RDX (VIN ***804836)
    viii. 2019 Toyota Highlander (VIN ***579648)
    ix. 2024 Honda Civic (VIN ***102558)
    x. 2020 GMC Savanna (VIN ***135683)
    xi. 2022 Hyundai Elantra (VIN ***351527)

b. A copy of the floor plan invoice and current balance for QDFC, AFC and any other plan balances the Dealer had on file.

64. On or about February 10, 2025, the Inspectors sent a follow-up email to the Dealer, requesting that it provide the outstanding documents by February 14, 2025.

65. The Dealer requested additional time, and the deadline was extended to February 18, 2025. However, the Dealer did not submit the required documents for inspection as requested.

66. On or about February 28, 2025, the Dealer provided the following documents:

a. Documents pertaining to the Dealer's floor plan.
b. Two cheques totaling $6,597.07 which were issued by the Dealer and payable to the warranty provider, dated March 3, 2025, and March 21, 2025.
c. Warranty remittance invoices related to the following vehicles:
    i. 2020 Honda Civic (VIN ***019216)
    ii. 2019 Acura RDX (VIN ***804836)
    iii. 2020 GMC Savanna (VIN ***135683)
    iv. 2022 Hyundai Elantra (VIN ***351527)

67. The Dealer, however, did not provide all relevant documentation related to warranty remittances or the outstanding warranty remittance invoices.

68. On or about March 7, 2025, the Inspectors requested that the Dealer provide confirmation that the warranty remittance cheques had been cashed, as well as proof of payments for the warranties related to the following:

    i. 2019 Volkswagen Jetta (VIN ***138167)
    ii. 2018 Mercedes Benz (VIN ***064766)
    iii. 2018 Mercedes Benz (VIN ***021238)
    iv. 2022 Hyundai Elantra (VIN ***262387)
    v. 2019 Hyundai Sonata (VIN ***755789)
    vi. 2020 Honda Civic (VIN ***019216)
    vii. 2019 Acura RDX (VIN ***804836)
    viii. 2019 Toyota Highlander (VIN ***579648)
    ix. 2024 Honda Civic (VIN ***102558)

x. 2020 GMC Savanna (VIN ***135683)
xi. 2022 Hyundai Elantra (VIN ***351527)

69. On or about March 12, 2025, the Dealer, through its legal representative, advised that the Dealer was working on getting the outstanding warranty remittance invoices and would provide them by March 14, 2025. The Dealer failed to do so.

70. On or about March 21, 2025, Inspectors reached out to the warranty provider to inquire about the duration required to access remittance invoices. The warranty provider advised that remittance invoices are available at any time.

71. On or about March 21, 2025, the Inspectors reminded the Dealer of the documents which had been outstanding since February 4, 2025.

72. On or about April 1, 2025, the Dealer provided the requested documentation to the Inspectors.

73. By failing to provide documents and information relevant to the inspection in a timely and fulsome manner, the Dealer, L. Grant and E. Grant contravened section 15 of the Act.

Failure to notify the Registrar of changes to registration within 5 days

74. On or about July 25, 2011, the Dealer submitted an application for registration as a motor vehicle dealer. The Dealer reported to the Registrar, that L. Grant was the Person in Charge and the signing authority of the Dealer (the “2011 application”).

75. This information was repeated in subsequent applications for renewal of registration.

76. During an inspection on or about February 14, 2022, L. Grant advised a representative of the Registrar that while she owned the Dealer, Earl Grant (“E. Grant”) was responsible for the day-to-day operations of the Dealer.

77. L. Grant was advised to take steps to ensure that OMVIC’s records accurately identified E. Grant as a Person in Charge of the Dealer. L. Grant failed to do so.

78. On or about October 9, 2022, a representative of the Registrar requested that L. Grant confirm who the Person in Charge of the Dealer was. L. Grant failed to do so.

79. During the Inspection on or about February 7, 2025, E. Grant advised that he was the Person in Charge of the Dealer and a signing authority of the Dealer. This is contrary to the information provided to the Registrar at the time of the 2011 application and subsequent applications for renewal of registration.

80. The Dealer failed to take steps to accurately report to the Registrar that E. Grant is a signing authority and a Person in Charge of the Dealer.

81. By failing to notify the Registrar of the change to the information that was supplied for the purpose of obtaining registration, the Dealer contravened Conditions 2 and 3 of its terms and conditions of its registration, and section 31 of O. Reg. 333/08.

Overdraft account

82. During the inspection, the Inspector discovered that one of the Dealer's business bank accounts had been operating in overdraft for about six months preceding the inspection, as follows:

    a. CIBC statement August 2024 – closing balance of -$71,253.23
    b. CIBC statement September 2024 – closing balance of -$68,668.67
    c. CIBC statement October 2024 – closing balance of -$68,136.26
    d. CIBC statement November 2024 – closing balance of -$69,025.57
    e. CIBC statement December 2024 – closing balance of -$69,131.91
    f. CIBC statement January 2025 – closing balance of -$69,015.24

83. By continuously operating in overdraft, the Dealer failed to be financially responsible in the conduct of its business.

Failure to remit warranty proceeds within 30 days

84. During the inspection, the Inspectors determined that the Dealer facilitated the sale of several warranties in or around 2024. The Dealer, however failed to remit the proceeds of the sale to the warranty provider within thirty (30) days, as required by s. 47(7) of O. Reg. 333/08.

85. The Inspectors further determined that, between September 2, 2024, and December 18, 2024, the Dealer facilitated the sale of warranties and was consequently required to remit $32,316.87 to the warranty provider. However, the Dealer failed to remit full payment within 30 days.

86. As of February 2025, there remained an outstanding balance of approximately $26,553.19 owed to the warranty provider.

87. The Inspectors also determined that the Dealer failed to remit an amount of $4,970.87 for warranties sold between January and February 2025.

88. Following the inspection, the Dealer remitted the payments for warranties sold between September and December 2024. As of March 24, 2025, the Dealer did not remit proceeds of warranties sold between January and February, within the thirty (30) days.

89. By failing to remit proceeds of warranties within thirty (30) days of the sale, the Dealer contravened section 47(7) of O. Reg. 333/08 as well as the Dealer's terms and conditions of registration and further acted in a financially irresponsible manner, pursuant to s. 6 of the Act.

BREACH OF TERMS AND CONDITIONS OF REGISTRATION

90. As particularized above, the Dealer breached its Conditions of registration, which thereby disentitles it to registration pursuant to section 6(1)(f) of the Act.

91. On or about November 9, 2024, the Conditions expired. Furthermore, the Conditions also provided a reminder to the Dealer of its legal obligations and requirements under the Act.

GENERALLY

92. As described above, the Dealer has consistently failed to conduct its business in a financially responsible manner.

93. As described above, L. Grant, as an Officer and Person in Charge, failed to ensure that the Dealer carried on business in accordance with the law and with integrity and honesty.

94. L. Grant's past conduct disentitles the Dealer to registration pursuant to section 6(1)(d)(iii) of the Act.

95. L. Grant's past conduct disentitles her to registration pursuant to section 6(1)(a)(ii) of the Act.

96. As described above, E. Grant, as an interested person, failed to ensure that the Dealer carried on business in accordance with the law and with integrity and honesty.

97. E. Grant's past conduct disentitles the Dealer to registration pursuant to section 6(1)(d)(iii) of the Act.

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

99. Having regard to the Dealer's financial position, the Dealer cannot reasonably be expected to be financially responsible in the conduct of business, and is therefore disentitled to registration, pursuant to section 6(1)(d)(i) of the Act.

100. The Dealer's breaches of its Conditions of its registration disentitles the Dealer to registration, pursuant to section 6(1)(f) of the Act.

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

- AND TO -

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

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

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

Section 9 (5) of the Act also 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 13th day of December, 2025.

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