

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 STAR LINE AYTO SALES & LEASING LTD. o/a
STAR LINES SALES & LEASING**

- and -

IN THE MATTER OF the registration of TIMOTHY M. SALEH

**TO: STAR LINE SALES & LEASING LTD.
o/a STAR LINES SALES & LEASING
2059 Bayly Street
Pickering, ON L1V 2P8
Canada**

AND TO: TIMOTHY M. SALEH

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 Star Line Sales & Leasing Ltd. o/a Star Line Sales & Leasing (the “**Dealer**”) as a motor vehicle dealer under the Act.

Further take notice that pursuant to Section 9 of the Act, the Registrar is also proposing to revoke the registration of Timothy M. Saleh (“**Saleh**”) as a motor vehicle salesperson under the Act.

REASONS

The intention and objective of the Act is to protect the public interest. In doing so, the Act prohibits the making of false statements in an application for registration or renewal and requires that Registrants be financially responsible in the conduct of business and that they carry on business in accordance with the law and with honesty and integrity.

The past conduct of Saleh is inconsistent with the intention and objective of the Act and therefore warrants his and the Dealer’s disentitlement to registration under the Act.

PARTICULARS

The reasons for this proposal are:

Background

1. The Dealer is a registered motor vehicle dealer and was originally registered as a motor vehicle dealer under the Act on or about October 1, 2013.
2. Saleh is a registered motor vehicle salesperson under the Act and was originally registered on or about October 1, 2013, and continues to be registered.
3. Saleh is the sole director of the Dealership and has held that position since on or about March 3, 2023.

PAST CONDUCT

4. On or about April 26, 2024, the Dealer purchased a 2017 Ford Escape (VIN# ***21768) (the "**Vehicle**") from an unrelated registered motor vehicle dealer. The wholesale bill of sale stated the odometer reading of the Vehicle was 207,521 KM at the time of purchase.
5. In or prior to July 2024, after purchasing the Vehicle, the Dealer advertised the Vehicle for sale for the price of \$8,999 and a reported odometer reading of 215,086 KM. This advertisement was subsequently removed.
6. In or prior to February 2025, the Dealer re-advertised the Vehicle for sale. However, the second advertisement indicated that the vehicle had an odometer reading of 165,089 KM and the sale price of \$9,999, indicating the dealer "rolled back" the odometer in order to sell it to an unsuspecting purchaser for a higher price.
7. In or around May 2025, Consumers A and B, a married couple, were looking to purchase a vehicle and contacted the Dealer inquiring about the Vehicle in response to the second advertisement.
8. On or about May 9, 2025, Consumers A and B attended at the premises of the Dealer to discuss purchasing the Vehicle. Consumers A and B met with salesperson Mohammadi Aolawe ("**Aolawe**") and subsequently provided a deposit for the Vehicle and signed a bill of sale which indicated that the Vehicle had driven approximately 165,089 kilometres. This was false since Saleh and the Dealer purchased the vehicle knowing it had driven at least 215,086 kilometres.
9. On or about May 16, 2025, Consumers A and B made final payment and received the Vehicle. The Dealer provided Consumer A with a one-page Carfax report and a safety standards certificate.
10. Consumers A and B drove the Vehicle until on or about June 3, 2025, when the air conditioning stopped working and fluid was found leaking from under the Vehicle.
11. On or about June 9, 2025, the Vehicle was towed to a mechanic shop, where a significant transmission fluid leak was discovered. The representative of the mechanic shop advised that the Vehicle should not have passed certification. The cost of repair at the mechanic shop for Consumer A was \$421.09.
12. Consumer A independently obtained a Vehicle History Report from Carfax and a Used Vehicle Information Package from the Ministry of Transportation ("**MTO**"). Both documents revealed that the true odometer reading of the Vehicle was approximately 50,000 KM higher than the odometer reading advertised by the Dealer.

13. Consumer A contacted Aolawe and Saleh regarding the issues with the Vehicle. Saleh offered Consumer A \$2,500 to keep the Vehicle.
14. Consumer A returned the Vehicle and obtained a refund of the purchase price, but the Dealer did not provide compensation for the costs of repair to the Vehicle.
15. The odometer on the Vehicle had been altered while in the ownership and possession of Saleh and the Dealer. The Vehicle was advertised containing a false odometer reading and sold to consumers with a false odometer reading on the Vehicle and on the bill of sale.
16. The Dealer, Saleh and Aolawe were charged with offences under sections 14(1) and 17(1) of the Consumer Protection Act for making false, misleading or deceptive representations, contrary to section 116(1)(b)(ii).
17. On or about February 4, 2026, the Dealer pled guilty to the offence. The charges against Saleh and Aolawe were withdrawn as part of the guilty plea.

BREACH OF CONDITIONS OF REGISTRATION

18. On or about September 15, 2023, Saleh, acting on behalf of the Dealer, agreed to terms and conditions on its registration, which stipulated the following at clause 27:

The Registrant will not, directly or indirectly, allow the odometer reading on any motor vehicle purchased sold or leased to be altered in any way. In case of a repair of a broken odometer, the Registrant shall record and maintain in the reconditioning record as defined by the Act, the reading in miles or kilometres that was on the odometer, prior to the exchanging or repair.

19. As a result of the conduct particularized above, the Dealer breached conditions of its registration.

GROUND FOR REFUSAL

20. The past conduct of Saleh in his capacity as a Director of the Dealer, affords reasonable grounds for the belief that the Dealer will not carry on business in accordance with the law and with integrity and honesty. Therefore, the Dealer is disentitled to registration pursuant to section 6(1)(d)(i) of the Act.
21. The Dealer's breach of conditions on its registration constitutes a violation of section 6(1)(f) under the Act and further justifies the Dealer's disqualification to registration.
22. The past conduct of Saleh, as a registrant, affords reasonable grounds for the belief that he will not carry on business in accordance with the law and with integrity and honesty. Therefore, he is disallowed to registration pursuant to section 6(1)(a)(ii) of the Act.

RIGHT TO A HEARING

Section 9(2) of the Act provides that an Applicant/Registrant is entitled to a hearing by the Licence Appeal Tribunal in respect of this proposal, if **WITHIN 15 DAYS** after service of this proposal, the Applicant/Registrant mails or delivers a written request for a hearing, to the following parties:

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

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

- AND TO - Email: Legal_Dept@omvic.on.ca

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

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

Section 9 (5) of the Act provides that the Tribunal may attach such terms and conditions to its Order or to the registration, as it considers proper to give effect to the purposes of the Act.

APPLICATION OF THE STATUTORY POWERS PROCEDURE ACT

The *Statutory Powers Procedure Act*, R.S.O. 1990, Chapter S.22, as amended, applies to the hearing to be held by this Tribunal. A party to a proceeding may be represented by counsel or an agent.

The Registrar states that the good character, propriety of conduct or competence of the Applicant/Registrant shall be an issue in any hearing before the Tribunal and the Registrar has, therefore, furnished herein reasonable information of allegations with respect thereto.

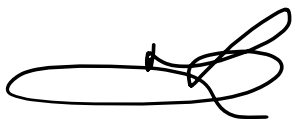
APPLICATION OF THE COMMON RULES OF PRACTICE AND PROCEDURE FOR THE LICENCE APPEAL TRIBUNAL, ANIMAL CARE REVIEW BOARD, and FIRE SAFETY COMMISSION

This is to serve as notice that the Registrar shall make application for its costs pursuant to Rule 19 of the Common Rules of Practice.

FURTHER PARTICULARS/SUPPLEMENTAL NOTICE

The Registrar may provide further and other particulars in respect of any other matters herein or in respect to any other matter including further grounds for refusal/revocation/suspension of registration.

DATED at Toronto, this 30th day of June 2026.



Thaya Gengatharan
Deputy Registrar,
Acting Registrar pursuant to s. 3(2) of the *Motor Vehicle Dealers Act, 2002*