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 GEAR SIX AUTOMOTIVE INC.

- and -

IN THE MATTER OF the registration of RUWINI JAYAKODY

- and -

IN THE MATTER OF the registration of SENDURAN SUTHAHARAN

TO: **GEAR SIX AUTOMOTIVE INC.**
311-1275 Finch Avenue W.
North York, ON, M3J 0L5

TO: **RUWINI JAYAKODY**

AND TO: **SENDURAN SUTHAHARAN**

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 **GEAR SIX AUTOMOTIVE INC.** as a motor vehicle dealer under the Act, **RUWINI JAYAKODY** as a motor vehicle salesperson under the Act, and **SENDURAN SUTHAHARAN** as a motor vehicle salesperson under the Act.

REASONS

The intention and objective of the Act is to protect the public interest. In doing so, the Act prohibits the making of false statements in an application for registration or renewal and requires that Registrants be financially responsible in the conduct of business and that they carry on business in accordance with the law and with integrity and honesty. The past conduct of **SENDURAN SUTHAHARAN** and **RUWINI JAYAKODY** in respect of **GEAR SIX AUTOMOTIVE INC**, is inconsistent with the intention and objective of the Act, and therefore warrants disentitlement to registration under the Act.

PARTICULARS

The reasons for this proposal are:

Background

1. Gear Six Automotive Inc. (the "Dealer") is a motor vehicle dealer registered as a general dealer under the Act. The Dealer was originally registered in or around December 2018.

2. Ruwini Jayakody ("Jayakody") was registered as a motor vehicle salesperson under the Act in or around December 2018 and continues to be registered. At all material times, Jayakody has been the officer and person in charge of the day-to-day activities of the Dealer.

3. Senduran Suthaharan ("Suthaharan") was registered as a motor vehicle salesperson under the Act in or around June 2019 and continues to be registered.

4. At all relevant times, the Dealer was subject to terms and conditions of registration. Amongst other terms, the Dealer undertook to maintain a trust account in respect of any deposits in excess of $10,000, pursuant to section 58 of the Ontario Regulation 333/08 (the "Regulation").

Investigation

5. On or about September 26, 2024, an OMVIC investigator (the "Investigator") commenced their investigation as a result of a complaint received from the TD Insurance Special Investigation Team concerning suspicious activity involving a financed motor vehicle transaction.

PAST CONDUCT

2019 Land Rover Range Rover (VIN: *9459)

6. In 2022 the Dealer facilitated a fraudulent transaction with respect to the vehicle.

7. Suthaharan, on behalf of the Dealer entered into a contract for purchase of the vehicle that was purportedly signed on May 31, 2022. According to this contract, the Dealer purchased the vehicle from a private individual (the "Seller K") for the amount of $68,000. This amount has not been withdrawn from the Dealer's bank account but was supposedly paid to the Seller K in cash.

8. Suthaharan then signed a bill of sale with another motor vehicle dealer, Canadian Automotive Realty Inc. (the "Financing Dealer"). This contract however was dated May 27, 2022. The purpose of this transaction was to arrange financing for the Dealer's customer (the "Consumer R"), through the Financing Dealer.

9. On or about May 31, 2022, a bill of sale was signed with Consumer R, according to which the vehicle was sold to them for the amount of $100,919, inclusive of all charges and taxes. It also stipulated that a deposit in the amount of $25,000 was paid on delivery.

10. The Dealer purportedly collected the above noted deposit in cash.

11. The Dealer failed to hold the deposit of $25,000 in trust, contrary to section 58(4) of the Regulation and in breach of the Dealer's conditions of registration.

12. On or about September 17, 2025, during a search warrant conducted at the Dealer premises, an OMVIC investigator observed that the garage register contained alteration to the mileage, thereby the Dealer contravened section 19(9) of the Act.

13. Furthermore, the VIN of the vehicle has never been issued by the manufacturer, rendering the vehicle fraudulent. The Dealer thereby furnished documents that contained this false VIN to affect all transfers of ownership in the vehicle with the Ministry of Transportation ("MTO").

2020 Toyota Sienna (VIN: *7017)

14. The Dealer facilitated a fraudulent transaction with respect to the vehicle.

15. Suthaharan, on behalf of the Dealer purportedly entered into a contract for purchase of the vehicle on May 28, 2022. According to this contract, the Dealer purchased the vehicle form a private individual (the "Seller C") for the amount of $46, 000. This amount has not been withdrawn from the Dealer's bank account but was supposedly paid to the Seller C in cash.

16. Suthaharan then signed a bill of sale dated June 10, 2022 with the Financing Dealer. The purpose of the transaction was to arrange financing for the Dealer's customer (the "Consumer D"), through the Financing Dealer.

17. On or about June 11, 2022, a bill of sale was signed with Consumer D, and the vehicle was sold for the amount of approximately $66,450, inclusive of all charges and fees. It also stipulated that a deposit in the amount of $10,000 was paid on delivery.

18. The Dealer purportedly collected the above noted deposit in cash.

19. However, in or around May 2020, the vehicle was exported to China rendering the transactions conducted by the Dealer impossible.

20. On or about June 16, 2022, Jayakody, on behalf of the Dealer, signed an application to transfer the registration of the vehicle in Ontario.

21. The Dealer could not have obtained ownership in the 2020 Toyota Sienna because the actual Toyota Sienna bearing VIN ***7017 had already been imported to China

22. Jayakody, on behalf of the Dealer thereby furnished documents that contained false registration history to affect all transfers of ownership in the vehicle with the MTO.

23. On or about September 17, 2025, during a search warrant conducted at the Dealer premises, an OMVIC investigator observed that the garage register contained alterations to the name, address, odometer reading, make, style, serial number, colour, date into stock and date out of stock, thereby the Dealer contravened section 19(9) of the Act.

2018 Toyota Sequoia (VIN: *8633)

24. The Dealer facilitated a fraudulent transaction with respect to the vehicle.

25. Suthaharan, on behalf of the Dealer entered into a contract for purchase of the vehicle on September 13, 2022. According to this contract, the Dealer purchased the vehicle

from a private individual (the “Seller T”) for the amount of $63,000. This amount has not been withdrawn from the Dealer’s bank account but was supposedly paid to the Seller T in cash.

26. Suthaharan then signed a bill of sale with the Financing Dealer. This contract however was dated September 8, 2022. The purpose of this transaction was to arrange financing for the Dealer’s customer (the “Consumer V”), through the Financing Dealer.

27. On or about September 8, 2022, an individual falsely purporting to represent the Consumer V, submitted an application for a replacement vehicle permit at the MTO. Accompanying the application was a letter of authorization.

28. The letter of authorization contained false information, specifically, the signature of the Seller T. This was false as Seller T had never signed the document nor authorized the transaction.

29. On or about September 9, 2022, a bill of sale was signed with Consumer V, according to which the vehicle was sold to them for the amount of approximately $75,889 inclusive of all charges and taxes. It also stipulated that a deposit in the amount of $20,600 was paid on delivery.

30. The Dealer supposedly collected the above noted deposit in cash.

31. The Dealer failed to hold the deposit of $20,600 in trust, contrary to section 58(4) of the Regulation and in breach of the Dealer’s conditions of registration.

32. The transfer of the vehicle has never been authorized by Seller T, rendering the vehicle transaction fraudulent. On or about September 13, 2022, the Dealer thereby furnished documents that contained this false authorization to affect all transfers of ownership in the vehicle with the MTO. Accompanying the application to transfer ownership, the Dealer used a power of attorney from the Financing Dealer.

2019 Land Rover Range Rover (VIN: *3394)

33. The Dealer facilitated a fraudulent transaction with respect to the vehicle.

34. On or about March 28, 2022, an individual falsely purporting to represent another motor vehicle dealer, Fournier Leasing Company Limited (the “Dealer F”), submitted an application for a replacement vehicle permit at the MTO. Accompanying the application was a letter of authorization.

35. The letter of authorization contained false information. This was false as the owner of Dealer F had never authorized any third-party individual nor the transaction.

36. On or about April 28, 2022, an individual falsely purporting to represent Dealer F, submitted an application for a replacement vehicle permit at the MTO. On the same day, a false application was submitted at the MTO to transfer the registration of the vehicle to a private individual (the “Seller S”) using the fraudulently obtained replacement permit.

37. Suthaharan, on behalf of the Dealer purportedly entered into a contract for purchase of the vehicle on April 28, 2022. According to this contract, the Dealer purchased the vehicle

from Seller S for the amount of $49, 799. This amount has not been withdrawn from the Dealer's bank account but was supposedly paid to the Seller S in cash.

38. The Dealer entered into bill of sale dated April 29, 2022 with the Financing Dealer. The purpose of the transaction was to arrange financing for the Dealer's customer (the "Consumer R"), through the Financing Dealer.

39. On or about April 30, 2022, a bill of sale was signed with Consumer R, according to which the vehicle was sold to the Financing Dealer for the amount of approximately $75,808, inclusive of all charges and fees. It also stipulated that a deposit in the amount of approximately $15,500 was paid on delivery.

40. The Dealer purportedly collected the above noted deposit in cash.

41. The Dealer failed to hold the deposit of $15,500 in trust, contrary to section 58(4) of the Regulation and in breach of the Dealer's conditions of registration.

42. On or about April 16, 2022, the vehicle was registered in the United States of America.

43. The Dealer could not have obtained ownership in the 2019 Land Rover Range Rover because the actual Land Rover Range Rover bearing VIN ***3394 was located in the United States of America.

44. The transfer of the vehicle has never been authorized by Dealer F, rendering the vehicle transaction fraudulent. The Dealer thereby furnished documents that contained false registration history and authorization to affect all transfers of ownership in the vehicle with the MTO. Accompanying the application to transfer ownership, the Dealer used a power of attorney from the Financing Dealer.

2019 Lexus LX570 (VIN: *1140)

45. The Dealer facilitated a fraudulent transaction with respect to the vehicle.

46. On or about September 8, 2022, an individual falsely purporting to represent Seller T, submitted an application for a replacement vehicle permit at the MTO. Accompanying the application was a letter of authorization.

47. The letter of authorization contained false information, specifically, the identity of the Seller T. This was false as Seller T had never authorized the transaction.

48. On or about September 14, 2022, a false application was submitted at the MTO to transfer the registration of the vehicle to a private individual (the "Seller R") using the fraudulently obtained replacement permit.

49. Suthaharan, on behalf of the Dealer purportedly entered into a contract for purchase of the vehicle on September 2, 2022. According to this contract, the Dealer purchased the vehicle from Seller R for the amount of $81, 000. This amount has not been withdrawn from the Dealer's bank account but was supposedly paid to the Seller R in cash.

50. Suthaharan, on behalf of the Dealer entered into bill of sale dated September 7, 2022 with the Financing Dealer. The purpose of the transaction was to arrange financing for the Dealer's customer (the "Consumer A"), through the Financing Dealer.

51. On or about September 8, 2022 a bill of sale was signed with Consumer A, according to which the vehicle was sold to the Financing Dealer for the amount of approximately $99,108, inclusive of all charges and fees. It also stipulated a deposit in the amount of approximately $25,000.

52. The Dealer purportedly collected the above noted deposit in cash.

53. The Dealer failed to hold the deposit of $25,000 in trust, contrary to section 58(4) of the Regulation and in breach of the Dealer's conditions of registration.

54. On or about September 17, 2025, during a search warrant conducted at the Dealer premises, an OMVIC investigator observed that the garage register contained alterations to the name, address and date out of stock, thereby the Dealer contravened section 19(9) of the Act.

55. The transfer of the vehicle has never been authorized by Seller T, rendering the vehicle transaction fraudulent. The Dealer thereby furnished documents that contained false authorization to affect all transfers of ownership in the vehicle with the MTO. Accompanying the application to transfer ownership, the Dealer used a power of attorney from the Financing Dealer.

Prosecution One

56. Between April 2022 and September 2022, the Dealer engaged in conduct that resulted in thirty-nine (39) charges being laid on November 15, 2025.

57. The Dealer allegedly falsified information and documents relating to a trade on fifteen (15) counts and furnished false information and documents relating to a trade on fifteen (15) counts, contrary to sections 26 and 27 of the Act. Furthermore, the Dealer failed to deposit an amount greater than $10,000 in trust on four (4) counts and failed to maintain a non-trust account on five (5) counts, contrary to section 58(4) and 59(3) of O. Reg. 333/08.

58. Between April 2022 and September 2022, Jayakody engaged in conduct that resulted in thirty (30) charges being laid on November 15, 2025.

59. Jayakody allegedly failed to take reasonable care to prevent the corporation from committing an offence of falsifying information and documents relating to a trade on fifteen (15) counts and furnishing false information and documents relating to a trade on fifteen (15) counts, contrary to sections 26 and 27 of the Act.

60. The above noted charges are currently before the court.

Prosecution Two

61. Between April 2022 and September 2022, Suthaharan engaged in conduct that resulted in thirty (30) charges being laid on November 15, 2025.

62. Suthaharan allegedly falsified information and documents relating to a trade on fifteen (15) counts and furnished false information and documents relating to a trade on fifteen (15) counts, contrary to sections 26 and 27 of the Act.

63. The above noted charges are currently before the court.

GENERALLY

64. The past conduct of Jayakody affords reasonable grounds for the belief that she will not carry on business in accordance with the law and with integrity and honesty and therefore, Jayakody is disentitled to registration pursuant to section 6(1)(a)(ii).

65. Furthermore, the past conduct of Jayakody, as the officer of the Dealer, afford 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)(iii) of the Act.

66. The past conduct of Suthaharan affords reasonable grounds for the belief that he will not carry on business in accordance with the law and with integrity and honesty and therefore, Abdul is disentitled to registration pursuant to section 6(1)(a)(ii).

67. The Dealer's breach of conditions on its registration constitutes a breach of section 6(1)(f) under the Act and further justifies the Dealer's disentitlement to registration.

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

- 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 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 26th day of February 2026.

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