DISCIPLINE TRIBUNAL OF THE
ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL

PANEL:	Aviva R. Harari	Chair, Public Member
	Paul Eros	Registrant Member
	Jon Lemaire	Registrant Member

DISCIPLINE DECISION

IN THE MATTER BEFORE THE DISCIPLINE TRIBUNAL HELD PURSUANT TO THE MOTOR VEHICLE DEALERS ACT, 2002, S.O. 2002, c.30, Sch. B

B E T W E E N:	Appearances:[1]
ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL	Nanieka Narang, Counsel for OMVIC
- and -	
1561604 ONTARIO INC o/a CANADIAN AUTO SALES	Brian Swan on his own behalf and on behalf of the other Respondents
- and -	
BRIAN SWAN	
- and -	
KRZYSZTOF ZYGMUNT SZEJBACH	

Hearing Date: May 26, 2026
Date of Decision on Merits: July 20, 2026

Findings:

- Breaches of sections 7(1) and 9(3) of the Code of Ethics by the Dealer
- Breaches of sections 6(2) and 9(3) of the Code of Ethics by Brian Swan

[1] Independent Legal Counsel is Edward Marrocco

Introduction

1. This hearing before a Panel of the Discipline Tribunal (the "Panel") was held pursuant to s. 17 of the *Motor Vehicle Dealers Act, 2002* (the "Act") to determine whether the respondents may have failed to comply with any sections of O. Reg. 332/08 made under the Act (the "Code of Ethics"). The matter proceeded by way of videoconference.

2. All respondents were present. However, at the beginning of the hearing, the Panel confirmed that Mr. Swan would be representing himself, the Dealer, and Mr. Szejbach and making submissions on behalf of all the respondents.

3. On August 14, 2024, the Ontario Motor Vehicle Industry Council ("OMVIC") issued a Notice of Referral to Discipline ("NORD") raising allegations of breaches of the Code of Ethics as against the respondents, Canadian Auto Sales (the "Dealer"), Brian Swan ("Swan") and Krzysztof Zygmunt Szejbach ("Szejbach").

4. The Dealer operates as 1561604 Ontario Inc. and was first registered with OMVIC in or around October 2004. The Dealer's registration has also been subject to terms and conditions under a consent order of the Licence Appeal Tribunal since October 2004.

5. Swan was first registered as a salesperson in or about May 2004. At all material times, Swan was registered as a salesperson and person in charge of the Dealer. As the person in charge, Swan was assigned primary responsibility for, and agreed to be accountable for, the Dealer's compliance with the Act and the regulations thereunder.

6. Szejbach was first registered as a motor vehicle salesperson in or about September 1992. He was first registered as a salesperson for the Dealer in or about July 2009.

The Allegations

7. The allegations are set out in the NORD (Exhibit 1). The NORD was amended at the outset of the hearing and the allegations raised before the Panel were accordingly as follows:

Dealer's Non-Compliance:

11. During an inspection on or around March 5, 2024, a representative of the Registrar attended the Dealer's premises to conduct an inspection of its books and records. The following particularized issues of non-compliance were discovered as part of the inspection:

2015 Nissan Rogue VIN No. ****7407

15. The Dealer failed to provide a current safety standards certificate ("SSC") for the used vehicle to the consumer. An SSC expires 36 days after the date of inspection. The safety inspection for this vehicle was conducted on July 23, 2023. The lease agreement is dated December 19, 2023, and therefore, an expired SSC was provided to the consumer. This is contrary to section 41(9)(d) of Reg 333/08, as well as section 7(1) and 9(3) of the Code.

2014 Toyota RAV 4 LE AWD VIN # ****1110

20. On or about November 16, 2022, the Dealer sold a used 2014 Toyota Rav 4 LE AWD to a purchaser who was not a registered motor vehicle dealer. The Dealer failed to disclose that the vehicle had previously been registered in the province of Newfoundland. This non-disclosure is contrary to section 42(22), and section 7(1) and section 9(3) of the Code.

21. By executing the Used Vehicle Bill of Sale as the final signatory, Szejbach violated Condition Two of the terms and conditions imposed on his registration.

2014 Toyota Sienna LE VIN # ****4182

22. On or about September 23, 2021, the Dealer entered into a lease agreement with a consumer. The Dealer failed to disclose all terms of the lease in the lease agreement, contrary to section 41(1) of Reg [333/08], and therefore sections 7(1), 9(1) and 9(3) of the Code. Undisclosed information includes but is not limited to:

a. Capitalized cost of vehicle
b. Implicit finance charge
c. Total cost of lease
d. HST owed on monthly payment

GMC Savannah VIN ****8742

23. On or about November 22, 2022, the Dealer sold a used GMC Savana to a purchaser who [was] not a registered motor vehicle dealer.

24. By executing Used Vehicle Bill of Sale as the final signatory, Szejbach violated condition two of the terms and conditions imposed on his registration.

SWAN'S NON-COMPLIANCE

Swan failed to ensure that the Dealer conducted its business in compliance with the Act, its regulations, and the Code and thus personally contravened sections 6(2) and 9(3) of the Code.

SZEJBACH'S NON-COMPLIANCE:

Szejbach failed to ensure that the Dealer conducted its business in compliance with the Act, its regulations, and the Code, and thus personally contravened sections 6(2) and 9(3) of the Code.

The Evidence

8. All parties agreed on the burden and standard of proof. OMVIC bears the onus of proving the allegations on a balance of probabilities. The evidence must be clear, convincing and cogent. The respondents need not respond unless and until OMVIC discharges its burden.

9. The Panel heard from five witnesses in total. OMVIC called Tina Cabot (OMVIC inspector), Patrick Lowell (OMVIC Investigator) and Guleed Yussuf Nur (a consumer who leased the 2014 Sienna described in the NORD). Swan and Szejbach each testified on behalf of the respondents.

10. We summarize the evidence of each witness below.

Tina Cabot

11. Ms. Cabot is an OMVIC inspector, with 23 years of experience. Her duties include conducting inspections to ensure compliance with the Act and its regulations. She confirmed that the Dealer has been a long-time registrant under the Act. In the course of her evidence, she reviewed previous compliance activities including a 2014 warning letter sent to Swan regarding out of province disclosure (Exhibit 2). Ms. Cabot also referred to terms and conditions imposed on Swan and the Dealer's underlying numbered company under a 2004 Consent Order issued by the Licence Appeal Tribunal, which we noted above, entered as Exhibit 3 (the "Terms Order"). The Terms Order confirms at paragraph 20, the positive obligation on the part of Swan and the Dealer to disclose in writing all material facts about the vehicles they sell to purchasers.

12. Ms. Cabot conducted an inspection at the Dealer's premises on March 5, 2024, during which she met with Swan. She testified that she reviewed the Dealer's books and records relating to several transactions based on deal files that had been provided to her by Swan.

13. Ms. Cabot confirmed that she reviewed the deal file for the 2015 Nissan Rogue VIN 7407 listed in the NORD as amended at paragraph 15. She noted that the safety standard certificate ("SSC") in that deal file was dated July 23, 2023 (Exhibit 5). She then observed that the corresponding lease was dated December 19, 2023, approximately five months after the date of the SSC (Exhibit 4). Ms. Cabot testified that SSCs are valid for a period of 36 days and that the SSC on file had accordingly expired as of the date of the lease.

14. Ms. Cabot also testified with respect to a transaction she reviewed for the 2014 Sienna – VIN 4182 listed in the NORD at paragraph 22. She noted that her review of the deal file revealed that the capitalized cost and implicit finance charge had not been inputted or disclosed on the signed lease agreement (Exhibit 6). She also observed that the HST had not been itemized on that document as is required.

15. Ms. Cabot testified about the 2014 RAV4 – VIN 1110 set out in the NORD at paragraphs 20 and 21. She confirmed that the Carfax report in the deal file indicated the vehicle had previously been registered out of province, in Newfoundland (Exhibit 8). However, the bill of sale she reviewed did not include disclosure regarding the out of province registration (Exhibit 7). It was also noted by Ms. Cabot that Szejbach was the Dealer's final signatory on the bill of sale further to the allegation contained at paragraph 21 of the NORD. The Panel received in evidence a Terms and Conditions agreement, signed June 9, 2006, in which Szejbach agreed not to be the final signatory on any sales or lease contracts on behalf of a different dealer (Exhibit 13). The Panel understands that these terms were put in place further to bankruptcy proceedings involving Szejbach at that time.

16. Lastly, Ms. Cabot testified that she reviewed a bill of sale with respect to a GMC Savana VIN 8742 listed in the NORD at paragraphs 23 and 24. Ms. Cabot testified that the final signatory on behalf of the Dealer for the transaction was Szejbach and that this would also be contrary to the Terms and Conditions imposed on Szejbach's registration further to Exhibit 13.

17. Ms. Cabot confirmed that following the inspection, she reviewed her findings with Swan.

18. In cross examination, when asked by Swan if any of the transactions resulted in any complaints from consumers, Ms. Cabot answered "no". Ms. Cabot also re-confirmed that Swan provided her with the deal files for the transactions that were reviewed during the inspection. None of the factual particulars we describe above were unsettled in cross-examination.

Patrick Lowell

19. OMVIC's second witness was OMVIC investigator, Patrick Lowell. Mr. Lowell has been with OMVIC for 16 years following a 34-year career as a police officer. His role in this matter was to speak with several consumers regarding their vehicle transactions with the Dealer.

20. In May 2026 he went looking for a particular consumer Guleed Nur. When he presented Mr. Nur with a printed (typed) version of the bill of sale for the Sienna noted in the NORD (VIN ending 4182), Mr. Nur said to Mr. Lowell that the signature on the typed document was not his. Mr. Lowell later received an email from Mr. Nur attaching a handwritten bill of sale for the same vehicle that Mr. Nur said he had found.

21. In cross examination, the respondents challenged Mr. Lowell's evidence raising concern that he had failed to confirm the identities of any consumers he spoke with about the Dealer. This raised the suggestion that Mr. Lowell was unable to confirm that information he purported to relate had in fact originated with the consumers – particularly Mr. Nur. Mr. Lowell conceded that he had not obtained any identification from the people he spoke with. He confirmed that he took steps to contact individuals first by phone and that if he ultimately visited them in person, he did so by first obtaining and verifying their address against available records and then turning up at the location. Mr. Lowell also acknowledged in cross-examination that he was aware of a business dispute or conflict between the Dealer and Mr. Nur.

22. In re-examination Mr. Lowell clarified the steps he took to verify information. He explained that he used information contained in the lease agreements to identify contact details such as consumer phone numbers and then followed up with the named individuals using those particulars.

23. On further questioning for clarification from the Panel, Mr. Lowell confirmed that any materials he relied on had been obtained by Ms. Cabot and then provided to him through the ordinary channels within OMVIC (i.e. from his superiors).

24. Mr. Lowell did not interview Swan or Szejbach. He was not aware of any other proceedings or charges flowing from this investigation into the respondents. The Panel also notes that Mr. Lowell agreed in cross-examination by Swan that the Terms and Conditions agreement relating to Szejbach (Exhibit 13) named a different dealer, not the respondent Dealer.

Guleed Yusuf Nur

25. Mr. Nur leased the 2014 Toyota Sienna, VIN 4182, described at paragraph 22 of the NORD. He testified that he was looking for a minivan, saw an Autotrader advertisement, and attended at the Dealer in person. He put $5,000 down and paid $527 per month to purchase the vehicle. He dealt with a man who told him he was the owner, although Mr. Nur did not know his name.

26. Mr. Nur identified a handwritten lease agreement as the transaction document for the vehicle and the only document he received from the Dealer. The transaction was in September 2021 and was his first vehicle purchase. His name appears as lessee. He understood the transaction as financing rather than a lease — that is why he put $5,000 down. He understood that once he paid off the $18,000 the car would be his. He signed the document on the right side and did not know whose signature appeared on the left side. He made the payments and sometimes paid extra in an effort to pay the car off. His copy of the handwritten lease agreement was entered as Exhibit 17.

27. Mr. Nur was shown Exhibit 15, a copy of the handwritten lease agreement, which he explained had been shown to him when Mr. Lowell visited him in person. He

confirmed that the initials on Exhibit 15 were his and that he initialed the document when the investigator attended at his home the week before the hearing. He confirmed that Mr. Lowell had also shown him Exhibit 16 (the typed version of the lease), when Mr. Lowell had visited him. He said he had never seen that document before and he confirmed that he also initialed that document when the investigator attended. He confirmed his initials on the document while also noting that the signature on the typed document was not his.

28. In cross-examination Mr. Nur agreed that his professional relationship with the Dealer began well but had deteriorated. The Panel understands the dispute arose due to a disagreement between the Dealer and Mr. Nur regarding whether he had in fact paid off the vehicle in its entirety or not. The Panel understands that Mr. Nur contacted OMVIC to complain when the disagreement culminated in his being directed to leave the property the last time he attended in person at the Dealer.

29. Swan put to Mr. Nur in cross-examination that there may be video footage of him signing the typewritten lease agreement. Mr. Nur denied this and on further inquiry from the Panel Swan confirmed that he did not have such footage on hand at the time. It was not disputed that Mr. Nur was at times late on his lease payments. Mr. Nur did not deny that. There was also no dispute that Swan and Mr. Nur had carried out a transaction together for the Sienna.

Brian Swan (“Swan”)

30. Swan testified on behalf of the respondents.

31. With respect to the RAV4, his evidence was that the salesperson did not see the complete Carfax report. He admitted that there had been a mistake on the disclosure of the vehicle’s out-of-province registration.

32. With respect to the lease documents generally, Swan testified that when sending out computer generated documents to purchasers, there is a letter that is also sent to the purchaser once the transaction is finalized. The Panel took Swan’s evidence to suggest that documents may have been missing from the deal files provided to Ms. Cabot.

33. Turning to the SSC, Swan explained that the lease process for the 2015 Nissan Rogue had started when the SSC was originally obtained and valid, but the transaction was not finalized for some time. Swan testified that prior to the completion of the transaction, the vehicle was brought to the shop that had issued the SSC for a reinspection. A copy of the related invoice for the re-inspection was provided and made Exhibit 18. Swan explained that a new SSC would have cost $300 to $400, whereas the reinspection cost only $100.

34. With respect to the transaction with Mr. Nur on the Sienna, Swan explained that the customer failed to make certain payments in a timely manner. There had subsequently been an insurance loss, and in his words, Mr. Nur was trying to pocket the insurance proceeds.

35. In reconciling why there was both a handwritten and typed version of the lease in Mr. Nur's matter, Swan explained that all lease transactions are closed with a computer-generated bill of sale, which is sent to the customer but that handwritten documents are used while a deal is being worked through. He confirmed that Exhibit 16 is the computer-generated bill of sale with respect to Mr. Nur's transaction on the Sienna.

36. On cross examination Swan agreed that the SSC is valid for a period of 36 days from the time it is issued. He also admitted that there was no valid SSC provided at the time the transaction closed in December of 2023. When asked whether a current safety certificate was provided, he conceded one was not.

37. Turning to the 2014 Sienna, Swan admitted the capitalized cost was not disclosed on the handwritten lease agreement but noted the information does appear on the computer-generated document (Exhibit 16). Swan also agreed that the HST was not listed in the handwritten document. Swan again said that not all documents were in the deal files examined by Ms. Cabot and that some of the paperwork had been removed so that Swan and the Dealer's accounting team could more easily administer certain in-house leases.

38. Swan said that if given the opportunity he would have provided the inspector with the additional documents. Swan noted that the paperwork reviewed by the inspector did not always include the final typed bills of sale. At the time of the inspection Swan agreed he did not tell Ms. Cabot that there were additional documents. Swan expressed regret at not showing the inspector all the relevant documents.

39. In reviewing the RAV4 paperwork in cross-examination, Swan conceded that the out-of-province status box was checked "no" on the bill of sale and he also agreed that the related Carfax report (Exhibit 8) stipulated that there had in fact been a relevant registration which had been overlooked.

40. Swan was also taken through some of the historical documents entered in evidence. He confirmed that he agreed to the Terms Order in 2004 and that he continues to be subject to all its terms – including the positive written disclosure obligation at paragraph 20. He also agreed that he received a warning letter in August 2014 (Exhibit 2 as above) about the need to ensure disclosure of out-of-province registration.

41. In response to the paperwork on the Savana VIN 8742, Swan confirmed that Szejbach was the Dealer signatory.

42. Swan's evidence in cross-examination suggested that further productions from the Dealer may have been made to OMVIC following the inspection report and/or

issuance of the NORD. The Panel asked the parties not to reveal any discussions which may have related to resolution and the cross-examination concluded. Swan did not ultimately provide any further documents.

Krzysztof Szejbach ("Szejbach")

43. Szejbach was the second witness for the respondents and the final witness on the hearing. His evidence was very brief.

44. Consistent with Swan's evidence, he agreed that he was the signatory on both the Savana and RAV4 transactions.

45. With respect to vehicle history disclosure, Szejbach testified that he always disclosed everything he was aware of from any related Carfax reports. On the RAV4, he said that he read the last registration showed as being in Ontario and he overlooked the Newfoundland registration. Szejbach said he always shows the Carfax report to the customer and fills in the bill of sale but there was apparently no dispute that there was an omission in the matter of this vehicle.

46. To better illustrate his practices, Szejbach explained that he has been working with Mr. Swan since 2009 and the Dealer tries to stay away from damaged vehicles. The Dealer typically only buys vehicles with accident damage up to $3,000 as reported on Carfax. The Panel understood this to be part of Szejbach's explanation for why he does not typically find surprises when he canvasses Carfax reports and may have overlooked atypical details.

47. In cross-examination, Szejbach conceded that he signed the Terms and Conditions agreement (Exhibit 13) and had an obligation to adhere to its terms. He admitted that he thought he was able to sign for a transaction on behalf of the Dealer but was now no longer certain given Exhibit 13. He fully accepted that the out-of-province registration had not been acknowledged on the RAV4.

48. In re-examination Szejbach emphasized that he does his best not to make mistakes when closing deals and that he closes deals regularly without issue.

<u>Closing Submissions of the parties</u>

49. Counsel for OMVIC argued that the breaches maintained in the amended NORD were all based on the documents provided by Swan at the time of the inspection which reflected, in OMVIC's submission, the state of the deal files at the relevant time. Counsel argued that the documents spoke for themselves and that it was more likely than not the remaining breaches had occurred as alleged.

50. OMVIC counsel addressed Swan's suggestion that there could be more transaction paperwork which was never produced. Counsel submitted that compliant documents must exist at the time of the transaction and cannot be created afterwards - even if done so with a positive acknowledgement from the consumer. Corrective action taken after a transaction does not erase a breach of

the Code of Ethics at the material time of the deal. Counsel characterised the conduct of the respondents in all the circumstances as systemic non-compliance with the Act.

51. Swan began his closing comments with an apology on behalf of the respondents. He explained that leasing transactions take a while to finalize which had caused some of the issues canvassed in the hearing. He emphasized that there had not been any consumer harm arising from any of the deficiencies alleged.

Findings on Liability

52. The Code of Ethics (O. Reg. 332/08) provisions charged are as follows:

- s. 7(1) which stipulates that a registrant shall ensure that all documents used in the course of a trade are current and comply with the law;

- s. 9(1) that in carrying on business, a registrant shall not engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming of a registrant.

- s. 9(3) requiring that a registrant shall use best efforts to prevent error, misrepresentation, fraud, or unethical practice;

- and, as against Mr. Swan and Mr. Szejbach, s. 6(2) that a registered salesperson shall not do or omit to do anything that causes the dealer to contravene the Code of Ethics or applicable law.

53. The Panel has considered the evidence and submissions of the parties. In the end, the parties' narratives do not conflict in any meaningful ways. The Panel is satisfied that all the witnesses did their best to recount their evidence truthfully and accurately. We do not find that any one version of events needs to be preferred over another. Much of what occurred here is undisputed.

54. Swan raised in his evidence the possibility that there may be other documents existing in various deal files which he may have failed to provide to Ms. Cabot. No additional documents were put before the Panel. Documents must be available at the time of the transaction and be produced on demand during an inspection. Documents cannot be authored or generated or produced after the fact in satisfaction of requirements that apply to consumer transactions under the Act. We agree with OMVIC that corrective action taken after a transaction has concluded cannot be a defence to breaches of the Code of Ethics. Those breaches would have crystallized at the time of the sale or lease transaction. If a respondent can satisfy an investigator that documents existed at the material time but were otherwise unavailable with a credible explanation, that may be acceptable at OMVIC's discretion, but that is not what happened here. We make our findings accordingly.

2015 Nissan Rogue VIN 7407

55. The evidence establishes on a balance of probabilities that the Dealer failed to provide a current SSC in connection with the lease of the 2015 Nissan Rogue, VIN 7407. Swan admitted in cross-examination that no current SSC had been provided when the transaction closed in December 2023. This is contrary to section 41(9)(d) of Reg 333/08 and constitutes breaches of sections 7(1) and 9(3) of the Code of Ethics by the Dealer as alleged.

2014 Toyota RAV4 VIN 1110

56. The Panel is satisfied on a balance of probabilities that the Dealer failed to disclose to the consumer that the vehicle had been previously registered out of province. The information regarding the previous registration in Newfoundland is clear on the Carfax report and should have been disclosed. The respondents do not contest this. The Dealer is accordingly found to have breached sections 7(1) and 9(3) of the Code of Ethics as alleged.

57. The Panel finds that Szejbach was not in breach of the Code of Ethics with respect to being a final signatory on this transaction. The terms and conditions referred to by OMVIC were signed by Szejbach over 20 years ago and reference a different dealership. There was no evidence presented that Szejbach is currently constrained from being a final signatory on transactions for Canadian Auto Sales. The allegations contained at paragraph 21 of the NORD are dismissed as unsubstantiated.

58. Further, the NORD alleges a breach of sections 6(2) and 9(3) of the Code of Ethics flowing from a breach of the Terms and Conditions. For the reasons set out above, the panel declines to make a finding of a breach of the Code of Ethics sections 6(2) and 9(3) against Szejbach.

2014 Toyota Sienna – VIN 4182

59. There were two bills of sale provided in support of the lease transaction for this vehicle. The first is the handwritten document dated September 23, 2021 (Exhibit 15) and it plainly does not contain all the required information. A second bill of sale is dated September 28, 2021 (Exhibit 16) and this typewritten document includes the required information. Swan testified as to his practice with respect to providing customers with a computer-generated document that includes all required disclosure. Swan also testified that with respect to certain transactions, a separate file is maintained which was not provided to the inspector at the time of the inspection, despite being available. While Swan ought to have provided the inspector all the relevant documents at the time of the inspection, the Panel acknowledges that OMVIC has discretion to accept deal related paperwork that may be provided at later dates along with a credible explanation for its omission at inspection.

60. In the matter of this vehicle however, the Panel is satisfied that the paperwork on the transaction was not compliant. When specifically asked whether the signature on Exhibit 16 was his, Mr. Nur testified that it was not his signature and that he had never seen Exhibit 16 before. No evidence before the Panel contradicted that testimony.

61. The Panel finds that the contemporaneous paperwork for this transaction is Exhibit 15. That is what the consumer signed. As such, the lease agreement in the deal file at the time of the inspection (Exhibit 15) did not contain the lease information required by section 41(1) of Reg 333/08. Swan acknowledged this. The Panel finds that the Dealer accordingly breached sections 7(1) and 9(3) of the Code of Ethics with respect to this transaction as alleged in the NORD as amended.

62. For the reasons set out above, the panel also finds a breach of section 9(1) of the Code of Ethics. As supported by the evidence, at the time of entering the transaction required information was omitted from the initial transaction documents (exhibit 15), but was included on documents subsequently produced by the dealer. At all times the dealer was aware of the requirement to make full disclosure yet failed to do so in a timely manner. Disclosure must be made when entering into a transaction, and not at some later date.

<u>GMC Savannah – VIN 8742</u>

63. For the reasons above, the Panel is not satisfied that OMVIC has discharged its burden regarding Szejbach and his alleged inability to be a final signatory on transactions for the Dealer. Accordingly, we do not find a breach of the Code of Ethics as alleged against Szejbach in paragraph 24 of the amended NORD related to the inability to be a final signatory.

<u>Swan as Person in Charge</u>

64. As the person in charge, Swan was responsible for ensuring that the Dealer conducted its business in compliance with the Act, its regulations, and the Code of Ethics. The breaches found above arose from documents maintained in the Dealer’s deal files that do not comply with the law and clearly contain errors. By failing to apply best efforts to ensure that those documents complied with the law, Swan caused the Dealer to contravene the Act and applicable regulations. He also failed to ensure that the Dealer conducted its business in compliance with the Code of Ethics. There were clear errors in these transaction documents, and insufficient evidence of efforts by Swan to prevent them. The Panel finds that Swan breached sections 6(2) and 9(3) of the Code of Ethics.

Next Steps

65. Having found that the Respondents, Canadian Auto Sales and Brian Swan, have breached the Code of Ethics, the Panel must now consider any final order to be made. The parties are directed to correspond with the Tribunal office to set a reattendance date for a hearing on the order to be made.

I, Aviva R. Harari, sign this decision on merits as Chair of this discipline Panel and on behalf of the members of the discipline Panel as listed below.

Aviva R. Harari

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Aviva R. Harari, Chair
Date: July 20, 2026

Panel Members: Ms. Aviva R. Harari, Mr. Paul Eros, Mr. Jon Lemaire