



**Citation: Kinal and 1054382 Ontario Limited o/a Trinity Auto Brokers v. Registrar,  
*Motor Vehicle Dealers Act, 2002*, 2026 ONLAT MVDA 17968**

**Licence Appeal Tribunal File Number: 17968/MVDA**

An appeal from a Notice of Proposal to Revoke Registration issued by the Registrar pursuant to the *Motor Vehicle Dealers Act, 2002*, S.O. c. 30, Sch. B.

**Between:**

**Peter Kinal and 1054382 Ontario Limited o/a Trinity Auto Brokers**

**Appellants**

and

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

**Respondent**

**CONSENT ORDER**

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

**Date: July 6, 2026**

## BACKGROUND

- [1] Peter Kinal and 1054382 Ontario Limited o/a Trinity Auto Brokers (“appellants”) filed a Notice of Appeal on December 5, 2026, from the Notice of Proposal to Refuse Registration of the (“NOP”) dated October 31, 2025 by the Registrar (“respondent”) under the *Motor Vehicle Dealers Act, 2002*, S.O. c. 30, Sch. B. (“Act”).
- [2] The parties advised the Tribunal that they had resolved the issues in dispute and the parties have consented to the registration of the appellants under the *Act* on the terms and conditions set out in Terms and Conditions between the appellants and the Registrar signed by both parties on July 3, 2026. The Terms and Conditions shall constitute Schedule A.
- [3] Further, the parties confirmed that pursuant to section 4.1 of the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S 2 (the “SPPA”), the parties waive the requirements of a hearing and consent to an Order of the Tribunal to confirm the appellants’ registration 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 parties on July 3, 2026, a copy of which 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 6, 2026*

## SCHEDULE A

TO: Licence Appeal Tribunal  
*Tribunals Ontario*  
General Services  
15 Grosvenor Street, Ground Floor  
Toronto, ON M7A 2G6

FROM: The Registrar  
*Motor Vehicle Dealers Act, 2002*  
Ontario Motor Vehicle Industry Council  
65 Overlea Blvd., Suite 300  
Toronto, ON M4H 1P1

AND FROM: 1054382 Ontario Limited  
o/a Trinity Auto Brokers  
938514 Airport Road  
Mulmur, ON L9V 0M1

AND FROM PETER KINAL

Pursuant to subsection 6(2) of the *Motor Vehicle Dealers Act, 2002* Peter Kinal ("Kinal"), 1054382 Canada Incorporated o/a Toronto Car Experts (the "Dealer") (collectively, the "Registrants") and the Registrar, *Motor Vehicle Dealers Act, 2002*, ("the Registrar"), 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:

1. The Registrants will provide the Registrar with notice in writing, within five days, of any changes to the information provided in obtaining his registration, pursuant to section 31 of Ontario Regulation 333/08.
2. The Registrants undertake to report to the Registrar, in writing, any consumer complaint received by them within five days of receipt of the complaint.

### **BOOKS AND RECORDS**

3. 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. The records shall include, but not be limited to, the following:
  - a. Purchase Bill of Sale;
  - b. Retail Bill of Sale;
  - c. Safety Standards Certificate;
  - d. Work Order for Safety Standards Certificate; and
  - e. Inspection Report.

4. 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.
5. 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**

6. 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.
7. The Registrants will disclose all material facts about the motor vehicles for purchase or lease to its customers. 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 (including rust), 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.
8. 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 who conducted repairs on a vehicle acting on behalf of or upon the direction or request of the Registrants.

## **EDUCATION**

9. Kinal will enroll in the Automotive Record Keeping course within 90 days of the date of this order and will obtain a passing grade of at least 80%.

## **LETTER OF CREDIT**

10. The Registrants shall maintain an irrevocable Letter of Credit in the interest of the Motor Vehicle Dealers Compensation Fund of not less than \$35,000 from a financial institution under the Loan and Trust Corporations Act, The Bank Act or from a credit union or league to which the Credit Unions and Caisses Populaires Act applies, as may be amended from time to time.

11. The Letter of Credit shall be in the form set out by the Registrar and will be provided to the Registrar within 90 days of the date of this order.
12. Should the financial institution give notice that the Letter of Credit is to be rescinded, the Registrants shall provide a replacement Letter of Credit before the expiry of the notice period.
13. The Registrants understand that the Registrar may 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 the Registrants
  - c. The request must be made no less than 2 (two) years after the Letter of Credit was deposited with the Registrar, and
  - d. The Registrar shall hold back the minimum holdback amount of \$5,000, until the Closure of Business.
14. The Registrants consent that the Registrar has the discretion to approve the release of the Letter of Credit based on the Registrants' compliance record and other risk considerations that the Registrar deems appropriate at the time of the request.

**ACKNOWLEDGMENT AND UNDERTAKING:**

15. The Registrants agree and acknowledge that these terms and conditions of registration are in addition to any previously agreed upon terms and conditions of registration, including the terms and conditions entered into September 2008.
16. 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.
17. 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                      this                      day of                      , 2026

\_\_\_\_\_  
Peter Kinal (signature)

Signed in the City of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Name of Authorized Representative (please print clearly)

\_\_\_\_\_  
I have authority to bind the Dealer (signature)

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

Date:

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