

## DISCIPLINE DECISION

REVIEWING PANEL: Aviva Harari, Public Member  
Anne French, Registrant Member  
Paul Repar, Registrant Member

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

B E T W E E N :

ONTARIO MOTOR VEHICLE )  
INDUSTRY COUNCIL )  
- and - )  
1828569 ONTARIO INC. O/A )  
AUTO FIND )  
- and - )  
WILLIAM CLEMENT BENCIK )  
)

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This matter proceeded by way of Rule 1.07 of the Rules of Practice before the Discipline Tribunal and the Appeals Tribunal. This Reviewing Panel has reviewed and considered written materials from the Parties together with a waiver of the requirement for an oral hearing and hereby makes the following Order:

**Date of Decision:** April 29, 2026

**Findings:** **1828569 Ontario Inc. o/a Auto Find (the “Dealer”) has breached the following:**

- Sections 7(1), 8(2), and 9(1) and 9(3) of the Code of Ethics, O. Reg. 332/08

**William Clement Bencik (“Bencik”) has breached the following:**

- Sections 6(2) and 9(1) and 9(3) of the Code of Ethics, O. Reg. 332/08

**Order:**

1. The Dealer shall pay a fine in the amount of **\$7,000** no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
2. Bencik shall successfully complete (with a passing grade of at least 80%) the MVDA Key Elements Course, no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.
3. The Dealer shall **offer** to all current and future salespersons, employed by the Dealer, to **fund** their completion of the Automotive Certification Course, no later than ninety (90) calendar days from the date of the Discipline Tribunal's Order.

**Overview**

This matter proceeded on the basis of an Agreed Statement of Facts, dated March 13, 2026, a jointly proposed disposition and a waiver of oral hearing, pursuant to Rule 1.07 of the Rules of Practice before the Discipline Tribunal and the Appeals Tribunal. The Agreed Statement of Facts states in relevant part as follows:

**Withdrawals:**

The allegations contained in paragraphs 17-19, 29-36, 39-40, 46, and 48-51 of the Notice of Referral to Discipline ("NORD") dated June 25, 2025 and paragraphs 59, 61 (except the 2017 Jaguar XE and 2016 Land Rover Range Rover), 62-63, 64 (except the portion concerning the vehicle's repair estimate and total loss declaration), 65-66 of the Notice of Further and Other Particulars ("FAOP") dated November 25, 2025, are withdrawn.

The allegations against 1828569 Ontario Inc. o/a Auto Find concerning section 9(1) of the Code of Ethics, O. Reg. 332/08, contained in paragraph 41 of the NORD, and concerning section 7(1) of the Code of Ethics, O. Reg. 332/08, contained in paragraph 47 of the NORD, are withdrawn.

The allegations against William Clement Bencik concerning section 9(2) of the Code of Ethics, O. Reg. 332/08, contained in paragraph 57 of the NORD, are withdrawn.

**Background:**

1. The Dealer was first registered as a motor vehicle dealer in and around April 2012.
2. Bencik was first registered as a salesperson in and around December 2004. At all material times, Bencik has been a Business Manager, Director, and the Person in Charge of the day-to-day activities of the Dealer.

**Educational Resources**

3. Since the Act was proclaimed in 2010, OMVIC has issued various educational materials, including publications, webinars and guidelines, reminding registrants of their all-in price advertising obligations. Educational resources continue to be available on OMVIC's website.

## Terms and Conditions

4. On or about April 21, 2012, Bencik, on behalf of the Dealer, consented to Terms and Conditions of Registration (the "T&Cs"). The T&Cs define the "Registrant" as the Dealer. Paragraphs 6, 8, 16, 17, 23, 29, and 31 of the T&Cs state the following:
  6. The Registrant will comply with Ontario Regulation 332/08 under the Motor Vehicle Dealers Act, 2002 and Code of Ethics.
  8. The Registrant agrees to provide OMVIC with written notice, within 5 days, of any substantive changes to their business plan.
  16. The Registrant shall maintain books and records, which accurately record the nature of transactions involving the purchase, sale or lease of a motor vehicle. The Registrant will not be involved in the creation of books and records, which are misleading as to the nature of a transaction involving the purchase, sale or lease of a motor vehicle.
  17. Without limiting the generality of the foregoing, the Registrant agrees to maintain records in accordance with sections 52, 53, 54, 55, 56 and 57 of Ontario Regulation 333/08.
  23. The Registrant agrees that it is under a positive obligation to disclose in writing on the bill of sale all material facts about the vehicles it sells or leases to its customers, whether or not the Registrant agrees with the disclosure and whether or not the vehicle has been branded through the Ministry of Transportation. Material facts include but are not limited to, disclosure of salvage, previous salvage, accidented and repaired, frame damage, theft recovery, unibody damage, previous taxi cab, previous police car, previous daily rental, previous limousines, emergency service vehicles, insurance write-off and any other material fact which, in the Registrar's opinion, may affect one's decision to purchase or lease the vehicle. In the case of damaged vehicles, the Registrant further agrees to disclose as much detail as possible with respect to the nature and severity of the damage. The Registrant agrees to make reasonable efforts to research the history of all the Registrants [sic] vehicles prior to sale to ensure all material facts are disclosed.
  29. Without limiting the generality of the foregoing, the Registrant will ensure that all trades in motor vehicle [sic] are completed in accordance with sections 39, 40, 41, 42 and 43 of Ontario Regulation 333/08 where applicable and that any dealer-to-dealer trades meet the disclosure requirements set out in section 4 of the Code of Ethics.
  31. The Registrant agrees to provide the Registrar with written notice of any new sources of financing or guarantors for the dealership within 5 days of having arranged for or received the financing, whichever comes first. This does not apply where the Registrant has applied on his own account and has obtained financing from a corporation registered 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 [sic] Act*, as amended from time to time, applies.

## **Reminders to Comply**

5. During an inspection on or about September 14, 2016, a representative of the Registrar reminded the Dealer about its obligation to notify the Registrar about any new sources of financing, pursuant to section 31(1)(a) of O. Reg. 333/08. The Dealer was also reminded about its disclosure obligations, pursuant to sections 41(1)(11), 41(1)(11), and 42 of O. Reg. 333/08.
6. During an inspection on or about December 3, 2018, a representative of the Registrar reminded the Dealer about its obligation to notify the Registrar about any new sources of financing, pursuant to section 31(1)(a) of O. Reg. 333/08.
7. During an inspection on or about January 19, 2024, a representative of the Registrar reminded the Dealer about its obligations with respect to warranty contracts and warranty remittance under section 47(4) and 7(c) of O. Reg. 333/08.

## **Dealer's Non-Compliance**

### **Consumer Complaint**

8. In and around June 2024, a consumer (the "Consumer") and the Dealer concluded an agreement where the Dealer would obtain a Honda CRV for the Consumer (the "Sourcing Agreement"). The Consumer paid a deposit of \$2,000 to the Dealer, and the parties agreed that the Consumer could pick up the vehicle on or about June 25, 2024. The Sourcing Agreement stated that the deposit would be non-refundable.
9. On or about October 16, 2024, the Consumer filed a complaint with a representative of the Registrar regarding the Dealer. The Consumer stated that the Dealer had provided him with a vehicle but it was not to his satisfaction.
10. On or about October 16, 2024, another representative of the Registrar (the "Representative") advised the Consumer to send a registered letter to Bencik to outline his request.
11. On or about October 21, 2024, the Consumer sent a registered letter to the Dealer and Bencik, requesting a refund of the deposit of \$2,000. The Dealer refused, citing that the Sourcing Agreement stated that the deposit was non-refundable and that it had incurred approximately \$1,400 in expenses finding the Consumer a desired vehicle. The Dealer also offered to return the unused \$600 part of the deposit. The Consumer refused.
12. Between around November 15, 2024 and November 26, 2024, the Representative communicated with the Dealer and Bencik about this complaint. On or about November 26, 2024, Bencik, on behalf of the Dealer, sent the Representative copies of a "Purchase to Lease Agreement" and a "Request to Return Vehicle" form. Bencik also sent the Representative a written response and offered to refund the Consumer \$600 after deducting the Dealer's related expenses. However, these documents did not constitute a contract for the purchase or lease of a motor vehicle.
13. On or about December 4, 2024, the Representative sent an email to Bencik, requesting that the wholesale bill of sale for the Honda CRV and receipts for the Dealer's expenses be submitted.

14. On or about December 6, 2024, the Representative called Bencik and Bencik did not respond. The Representative left a voice message and requested Bencik to email her with his availability.
15. On or about December 10, 2024, the Representative called Bencik again and Bencik did not respond. The Representative left a voice message and requested Bencik to call her on the same day or on about December 11, 2024.
16. On or about December 11, 2024, the Represent sent a letter via email to the Dealer and Bencik, requesting a response to the email dated December 4, 2024, a written statement explaining any additional offers the Dealer has made or is willing to make to resolve the complaint, and additional relevant documents. The letter once again reminded the Dealer and Bencik that failure to provide the information requested may result in administrative action. The letter imposed a deadline of December 18, 2024.
17. The Dealer failed to provide a response to the letter as of December 18, 2024.
18. The Dealer failed to provide the information and documents as requested by the Representative and thereby contravened section 14(3) of the Act, paragraph 6 of the T&Cs, as well as section 9(1) of the Code of Ethics.
19. By refusing to refund the entire \$2,000 deposit to the consumer when the parties had not entered into a completed contract for the purchase or lease of a motor vehicle, the Dealer contravened section 38 of O. Reg. 333/08, paragraph 6 of the T&Cs, as well as sections 8(2) and 9(1) of the Code of Ethics.

### **Books and Records Inspection**

20. On or about March 14, 2025, a representative of the Registrar (the "Inspector") attended the Dealer's premises for a scheduled books and records inspection. During the inspection, it was found that the Dealer engaged in the trade of 2 motor vehicles that contravened the Act and/or its Regulations, as particularized below:
  - A. 2017 Jaguar XE**
21. On or about January 3, 2025, the Dealer leased a 2017 Jaguar XE (VIN# \*962498) to a consumer. As part of the transaction, the Dealer sold a third-party warranty to the consumer.
22. The Dealer failed to disclose on the RBOS that the vehicle had a repair estimate of \$21,742.83, contrary to sections 41(1)(11) and 42(19) of O. Reg. 333/08 and paragraphs 23 and 29 of the T&Cs, and that the vehicle had previously been declared as a total loss, contrary to sections 41(1)(11) and 42(7)(ii) of O. Reg. 333/08 and paragraphs 23 and 29 of the T&Cs.
23. The Dealer disclosed to the consumer on the relevant lease that the vehicle had been in an accident and suffered damage and described it therein. The Dealer also provided the consumer with a Carfax report describing the relevant damage in detail. The consumer signed beside the disclosure confirming his knowledge of the nature of the damage prior to deciding to purchase it. Contrary to its practice, the Dealer invertedly forgot to cite a

specific repair amount on the retail bill of sale. Nevertheless, the Dealer indicated that the consumer was fully aware of the nature of the previous damage to the vehicle given the forgoing.

24. As such, the Dealer has contravened paragraph 6 of the T&Cs, as well as sections 7(1) and 9(3) of the Code of Ethics.

#### **B. 2016 Land Rover Range Rover**

25. On or before November 25, 2024, the Dealer published an advertisement for a 2016 Land Rover Range Rover (VIN# \*121702) with a price of \$28,999 plus “taxes and fees”.
26. On or about November 25, 2024, the Dealer leased the 2016 Land Rover Range Rover to a consumer. As part of the transaction, the Dealer sold a third-party warranty to the consumer.
27. The RBOS indicated that the mandatory OMVIC fee of \$12.50 was added on top of the selling price of \$28,999, contrary to section 36(7) of O. Reg. 333/08.
28. The Dealer failed to remit the vehicle warranty contract to the warranty provider within 30 days after the warranty agreement was entered into, contrary to section 47(7)(c) of O. Reg. 333/08.
29. As such, the Dealer has contravened paragraph 6 of the T&Cs, as well as sections 9(1) and (3) of the Code of Ethics.

#### **Failure to Notify the Registrar of New Sources of Financing**

30. During the scheduled books and records inspection on or about March 14, 2025, it was found that the following deposits labelled in handwriting as “loan” on the Dealer’s bank statements were made into the Dealer’s bank account on or about the following dates:
  - a. November 4, 2024: \$50,000
  - b. November 19, 2024: \$50,000
  - c. November 21, 2024: \$50,000
  - d. January 16, 2025: \$25,000
  - e. January 22, 2025: \$50,000
  - f. January 23, 2025: \$50,000
31. On or about April 2, 2025, the Dealer informed the Inspector that these deposits were loans from a “[p]rivate lender from family”.
32. The Dealer indicated that these lenders are reputable business persons with no issues with their honesty, integrity, financial responsibility, or ability to comply with the law. The Dealer was forthright and open with the representative of the Registrar during the inspection in 2016 that he was receiving funds from private individuals to finance operations.
33. On or about April 4, 2025, the Inspector advised the Dealer of its obligation to notify the Registrar about new sources of financing within 5 days after obtainment, pursuant to section 31(1)(a) of O. Reg. 333/08. The Inspector provided the Dealer with 5 business

days to contact other representatives of the Registrar and provide them with relevant information about the financing.

34. As of April 11, 2025, the Dealer had failed to comply with this request.

35. As such, the Dealer has contravened section 31(1)(a) of O. Reg. 333/08 and paragraphs 6, 8 and 31 of the T&Cs, as well as section 9(1) of the Code of Ethics.

### **Bencik's Non-Compliance**

36. By acting as a salesperson in the transactions described above, and as a Business Manager, Director, and the Person in Charge of the day-to-day activities of the Dealer, Bencik failed to ensure that the Dealer conducted its business in compliance with the Act, its regulations, and the Code of Ethics and thus personally contravened sections 6(2) and 9(1) and (3) of the Code of Ethics.

### **Code of Ethics Violations**

37. As particularized above, the Dealer has violated the following sections of the Code of Ethics:

#### *Compliance*

s. 7(1) A registrant shall ensure that all documents used by the registrant in the course of a trade in a motor vehicle are current and comply with the law.

#### *Respect*

s. 8(2) Registrants shall carry on business ethically and with respect for the rights and interests of the persons with whom they do business.

38. As particularized above, the Dealer and Bencik have violated the following sections of the Code of Ethics:

#### *Professionalism*

s. 9(1) 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) A registrant shall use the registrant's best efforts to prevent error, misrepresentation, fraud or any unethical practice in respect of a trade in a motor vehicle.

39. As particularized above, Bencik has violated the following sections of the Code of Ethics:

#### *Accountability*

s. 6(2) A registered salesperson shall not do or omit to do anything that causes the registered motor vehicle dealer who employs or retains the salesperson to contravene this Regulation or any applicable law with respect to trading in motor vehicles.

## **Decision of the Reviewing Panel**

Having reviewed and considered the Agreed Statement of Facts and written submissions provided by the Parties, the Reviewing Panel is satisfied that the evidence contained in the Agreed Statement of Facts substantiates the allegations that: the Dealer breached sections 7(1), 8(2), and 9(1) and 9(3) of the Code of Ethics and that Bencik has breached section 6(2), 9(1) and 9(3) of the Code of Ethics.

The Reviewing Panel accepted the parties' proposed resolution for the reasons below.

## **Reasons for Decision**

In reviewing the joint submission on penalty, the Reviewing Panel must determine if the proposed resolution is in the public interest or if it is so disproportionate to the circumstances of the impugned behaviour that a reasonable person would believe it to be a miscarriage of justice. In doing this analysis, the Reviewing Panel must consider the goals of imposing an administrative penalty: specific deterrence of the offender, general deterrence for the motor vehicle sales industry, and rehabilitation and remediation for these particular offenders.

In terms of specific deterrence, there is an education requirement for Mr. Bencik – which should educate and encourage regulatory compliance in the future.

In considering the monetary penalty, the Reviewing Panel notes the following:

### **Aggravating Factors**

The Dealer had failed to respond to requests for information from the Registrar's office; the request for information was initiated by a consumer complaint and the dealer's failure to address the consumer's concerns. The non-responsiveness to the Registrar's representative was without explanation of reason.

In addition to the requirements set out in the MVDA, the dealer had also agreed to terms of registration which emphasised and highlighted requirements that must be complied with. Despite this, the dealer acted contrary to its obligations. It should be also noted that during inspections, the dealer was reminded of its obligations.

### **Mitigating Factors**

The panel has also taken mitigating factors into account, primarily that the Applicants have accepted responsibility for their actions as evidenced by entering into an agreed statement of facts and joint submission on penalty, which includes Mr. Bencik taking additional education courses.

Having considered all of the factors, the Reviewing Panel finds that the proposed penalty is consistent with other penalties imposed by the Discipline Tribunal for similar behaviour. The quantum of the penalty is adequate to signal to the industry that breaches of the regulations are serious offences, for which there are significant consequences.

The Panel is satisfied that the agreed upon penalty satisfies the sentencing principles of specific and general deterrence, maintains public trust, meets the objectives of rehabilitation and

remedial action, and that the proposed penalty is in the public interest. The parties are thanked for working towards a resolution short of the need for a hearing.

Ontario Motor Vehicle Industry Council  
Discipline Tribunal

Dated: April 29, 2026

*Aviva Harari*

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Aviva Harari, Public Member

On behalf of:

Anne French, Registrant Member

Paul Repar, Registrant Member