

**LICENCE APPEAL
TRIBUNAL**

**TRIBUNAL D'APPEL EN MATIÈRE
DE PERMIS**



**Safety, Licensing Appeals and
Standards Tribunals Ontario**

**Tribunaux de la sécurité, des appels en
matière de permis et des normes Ontario**

Citation: Car & Care Auto Inc and Muhammad Saleem v. Registrar, *Motor Vehicle Dealers Act, 2002*, 2019 ONLAT MVDA 11112

Date: 2019-03-28
File Number: 11112/MVDA

Appeal from a Notice of Proposal of the Registrar under the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, c. 30, Sch. B to Revoke a Licence

Between:

Car & Care Auto Inc.

-and-

Muhammad Saleem

-and-

Registrar, *Motor Vehicle Dealers Act, 2002*

Appellants

Respondent

DECISION AND ORDER

Adjudicator:

Asad Ali Moten, Member

Appearances:

For the Appellants:

Muhammad Saleem

For the Respondent:

Vlad Bosis, Counsel

Heard in Toronto:

December 3, 4, 5, 6, 10, 2018

REASONS FOR DECISION AND ORDER

OVERVIEW

- [1] The appellants, Car & Care Auto Inc., and Muhammad Saleem, appeal the respondent's Notice of Proposal (NOP) to (a) revoke the registration of Car & Care Auto Inc. as a motor vehicle dealer; and (b) revoke registration of Muhammad Saleem as a motor vehicle salesperson pursuant to section 9 of the *Motor Vehicle Dealers Act, 2002*¹ (the Act). Muhammad Saleem is the director and sole officer of Car & Care Auto Inc. He buys used cars, most often those that have been written off by insurance companies, repairs them, and sells them. He has been licensed under the Act since 2009.
- [2] The Registrar issued the NOP to revoke the appellants' licences on the basis of two inspections of Car & Care Inc. and two consumer complaints in which customers complained that the appellants did not advise them about the condition of cars they purchased from the appellants. According to the Registrar, these complaints and inspections are evidence of past conduct that affords reasonable grounds to believe that the appellants will not carry on business in accordance with the law and with integrity and honesty.
- [3] The appellants argue that the complaints are untrue. In particular they argue that the consumers were fully apprised of the condition of the cars before they bought them, including the repairs done. With respect to the inspections, the appellants argue that the Registrar does not have the full picture with which to conclude that disclosure is not being provided. In addition, the appellants point to evidence of positive past conduct to support their position that there are no reasonable grounds for the Registrar's belief.
- [4] Because Mr. Saleem is both a salesperson at, and the sole officer and director of, Car & Care Auto Inc., the Registrar alleges that Mr. Saleem's past conduct affords reasonable grounds to believe that he, and therefore Car & Care Auto Inc., will not carry on business in accordance with the law and with integrity and honesty. Therefore, the Tribunal must make findings of fact with respect to Mr. Saleem's past conduct, and determine whether there are reasonable grounds for the Registrar's belief that Mr. Saleem's will not carry on business in accordance with the law and integrity and honesty.

RESULT

¹ S.O. 2002, c. 30, Schedule B.

- [5] Based on the evidence before me, I find that the Registrar has satisfied its onus to prove that it has reasonable grounds to believe that Mr. Saleem and Car & Care Auto Inc. will not carry on business in accordance with the law and with integrity and honesty. I direct the Registrar to carry out its Proposal and revoke the appellants' registrations.

ISSUES

- [6] The issue to be decided by this Tribunal is:
- A. Does Mr. Saleem's past conduct give rise to a reasonable grounds to believe that the appellants will not carry on business in accordance with the law and with integrity and honesty?

LAW

- [7] The Act is consumer protection legislation. Sections 6(1)(a)(ii) and 6(1)(d)(iii) of the Act state instances in which an applicant is disentitled to registration. One of these instances is where, based on a registrant's past conduct, the Registrar has reasonable grounds to believe that the registrant, or in the case of a corporation its officers or directors, will not carry on business in accordance with the law, and with integrity or honesty.
- [8] The requirement for reasonable grounds for belief is a standard of proof that is lower than a 'balance of probabilities'. It requires "something more than mere suspicion", and an "objective basis for the belief which is based on compelling and credible information" (see: *Ontario (Alcohol and Gaming Commission, Registrar) v. 751809 Ontario Inc. (c.o.b. Famous Flesh Gordon's)*, 2013 ONCA 157 (*Famous Flesh Gordon's*)). Applying the principles identified in *Famous Flesh Gordon's*, I must consider all of Mr. Saleem's past conduct – the good and the bad – in determining whether there are reasonable grounds to believe that Mr. Saleem would not carry on business in accordance with the law or with integrity and honesty.
- [9] Because several of the allegations made by the Registrar are about whether the appellants provided adequate disclosure to customers, it is useful to include here some description of what is required to be disclosed. Section 30 of the Act states registrants' obligations with respect to disclosure:

30(1) Motor vehicle dealers shall disclose in writing to customers and to motor vehicle dealers such information as may be prescribed and shall make the disclosure at such time as may be prescribed.

- [10] Section 42 of Regulation 333/08 provides a list of what information is to be disclosed to the purchaser of a used car, including but not limited to: if the total cost of repairs is more than \$3,000, a statement to that effect, and if the dealer knows the total costs, a statement of the total costs; if the manufacturer's warranty has been cancelled; if the car has been declared a total loss by an insurer; and, any other fact about the car that could reasonably be expected to influence the purchasing decision of a reasonable purchaser.
- [11] In addition, Mr. Saleem signed conditions of licensure in June 2009. Section 6(2) of the Act states that a registration is subject to such conditions as are consented to by the applicant or registrant. Among the conditions to which Mr. Saleem consented is Condition #20 of the Terms and Conditions of his licence:

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, 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 vehicles prior to sale to ensure all material facts are disclosed. [Emphasis added.]

EVIDENCE AND ANALYSIS

The Appellants' Disclosure of Information to Consumers

- [12] The Registrar argues that evidence from two complaints and two inspections shows a pattern of failing to disclose material information to consumers about the accident histories of their cars. This amounts, in the Registrar's opinion, to a failing of the appellants to meet the expectations set out in section 30 of the Act. Mr. Saleem argues that the complainants are lying about what information they received from him; the evidence of the OMVIC inspectors is not to be believed; and that witnesses he presented at the hearing are evidence that he always meets and exceeds his obligations under the Act.

- [13] In June 2014 AC bought a 2009 Honda Civic from Mr. Saleem. He asked Mr. Saleem whether the car had been in an accident because he needed the car for his family. Mr. Saleem told him that it had only required minor touch-ups, and AC testified that Mr. Saleem did not mention that it had been in an accident. AC purchased the car, and a year later started noticing cracks in his roof. They progressively got worse and in August 2017 he took the car to a mechanic, where he learned that the car had been in an accident and the repair estimate was over \$7,900.
- [14] At the time of purchasing the car, AC recalls signing papers and picking up the car a few days later, but does not recall what those papers were. AC testified that he only received a bill of sale several months after the purchase by repeatedly asking Mr. Saleem for one. Mr. Saleem says that AC was given a bill of sale at the time of purchase, but lost that first bill of sale and so Mr. Saleem drew one up in September 2014 because AC required a copy for tax purposes. Mr. Saleem did not state why he could not produce a copy of the original bill of sale in September 2014. Mr. Saleem was not able to produce for the hearing from his own records a copy of the original bill of sale due to a theft at his dealership in 2015. For the purposes of this Tribunal's decision it is not relevant to determine which version of events is correct.
- [15] What is relevant is what was written on the September 15, 2014 bill of sale. The bill of sale describes the car as requiring "bumper paint & touch up paint." Nowhere on the bill of sale does it indicate damage to the roof, or the estimated cost of repair. No other bill of sale for this car was produced that might indicate any different information communicated to AC at the time of purchase.
- [16] Mr. Saleem argued that as part of the bill of sale and disclosure at the time of purchase Mr. Saleem provided all of the documents he received from the auction house to AC, including a Carfax report². Mr. Saleem says that AC was aware of the damage to the car. I do not accept this theory of events for the following reasons. First, the Carfax report submitted as evidence at the hearing indicates that information about the nature of the accident and the estimated cost of repairs was only available to Carfax after 2015, nearly a year after AC bought the car. Second, even if I was to accept Mr. Saleem's story, it does not explain the dramatic discrepancy between what Mr. Saleem allegedly told AC at the time of purchase and what Mr. Saleem wrote on the September 15, 2014 bill of sale. Eight thousand dollars of roof damage is not minor bumper paint and touch-ups.

² A Carfax vehicle history report provides information about a used vehicle's history, including reported accidents, insurance claims, liens, and unfixed recalls.

- [17] I find on a balance of probabilities, that the appellants did not disclose material information to AC at the time of purchase. In addition, the appellants did not disclose material information to AC on the September 15, 2014 bill of sale.
- [18] In August 2016, NJ went to Mr. Saleem's dealership looking to buy a car under \$10,000. The dealership told him that they would find him a car through an auction from among some options NJ provided. NJ provided a \$2,000 deposit for the purchase on September 8, 2016. On September 14, 2016 NJ was told that the dealership had found and bought a 2015 Chevy Cruze on his behalf. NJ received text messages with photos of a Chevy Cruze that had no visible body damage.
- [19] On September 23, 2016 NJ went to the dealership and saw the car. It had significant body damage and the airbags had been deployed. NJ tried to rescind his purchase, and though the reason for his rescinding the purchase was contested at the hearing, it is not relevant for this decision. In October 2016 OMVIC reached out to the dealership after receiving a complaint from NJ, to encourage the dealership to refund NJ's deposit. Through its interactions with the dealership, OMVIC received two bills of sale for the car. The origin of these bills of sale will be dealt with later. At this stage only the content of the bills of sale is relevant.
- [20] Nowhere, on either bill of sale, is there any indication of the true estimated cost of the vehicle's repair, which was over \$17,000, or that disclosure of this fact was provided through some other means. There was also no reference to the airbags having been deployed and at the time of sale being non-operational, or that the car had been declared a total loss, or that the warranty had been cancelled. These are all pieces of information that the dealership and Mr. Saleem are required to provide to consumers in writing on the bill of sale, as indicated by section 42 of the Regulation, and the Terms and Conditions of Mr. Saleem's registration (see above). Although I do not accept NJ's evidence that he had expected to be buying a 'brand new' car, I find that the result of the appellants' failure to disclose the above information was that NJ was not aware of the extent of damage to the car until he saw it in person. He was not able, in other words, to make an informed purchase.
- [21] Inspections done by OMVIC in 2011 and 2017 tell a similar story.
- [22] On March 8, 2011, David Dailly of OMVIC inspected Mr. Saleem's dealership. Out of twelve transactions inspected, he found two that had significant disclosure issues related either to the total cost of repair or the insurance status of the car. After the inspection, Mr. Dailly went over his findings with Mr. Saleem. He produced an inspection report which included reminders and suggestions on how

to meet his conditions of licensure and his obligations under the Act. During the hearing, Mr. Saleem claimed that he never received a copy of the report. I do not accept this argument because Mr. Saleem's signature is present at the bottom of the report acknowledging his receipt, and Mr. Dailly testified that Mr. Saleem sent in additional documents as were requested in the report. Neither of these would have been possible had Mr. Saleem not received a copy of the report.

- [23] On February 24, 2017, Jennifer Andrews, an Inspector with OMVIC, and Tim Hines, the Manager of Complaints at OMVIC, attended the dealership to conduct an inspection. Ms. Andrews testified that she examined 15 bills of sale for transactions between August 2016 and February 2017 and found there to be disclosure issues in the majority of these transactions.
- [24] Ms. Andrews described how the bills of sale generally downplayed, misrepresented, or completely hid the accident history of the cars. For instance, a 2008 Ford Freestar was described on the retail bill of sale as "repair left door paint, F-R pad, new oil, new repair, \$350", when the wholesale bill of sale, readily available to Mr. Saleem as the invoice for his own purchase of the vehicle, lists the car as a total insurance loss, with a cancelled manufacturer's warranty, and a repair estimate of \$7,083.63. There is no indication that any of these material pieces of information were disclosed to the consumer.
- [25] This pattern repeats itself on several occasions. It is not helpful to repeat all of the instances and details here. But the pattern points to the fact that in each instance, Mr. Saleem did not disclose on the retail bills of sale one or more of the following pieces of information:
- Accident history;
 - Manufacturer's warranty cancellation;
 - Declaration of insurance loss;
 - Estimated cost of repairs;
 - Declaration of true distance traveled being greater than odometer reading.
- [26] Mr. Saleem argued that he provides all of the information in his possession to the consumers at the time of purchase. This includes the wholesale bill of sale, and any Autocheck³ or Carfax that he might receive from the auction house. He stated that he also provides a custom disclosure sheet to each consumer, on Car & Care Auto's letterhead. These disclosure forms contain checkboxes to convey the

³ Autocheck is another vehicle history report provider.

accident history of a given car, as well as several other warranties and representations. As evidence at the hearing, Mr. Saleem tendered custom disclosure forms for many of the transactions Ms. Andrews inspected. Mr. Saleem also called as a witness an individual who was a purchaser in one of the subject transactions. KZ testified that when he purchased his 2011 Dodge Caravan, Mr. Saleem showed him a disclosure form that reflected the amount of damage to the car and other material details. KZ was satisfied with the information, and even asked Mr. Saleem to note on the bill of sale that the car had suffered hail damage. I am satisfied that in this one instance Mr. Saleem provided a custom disclosure form to the purchaser.

- [27] Mr. Saleem testified that he has used these forms since he began the dealership. He was not able, however, to provide an explanation as to why they were not presented to inspectors in 2011 or 2017, or why the information on the retail bills of sale conflicted with the information on the disclosure forms. In some instances it would be understandable where a vehicle has a complex history that the retail bill of sale contains some information, and the remainder of the information might be attached as additional disclosure. This is a practice that Ms. Andrews testified would be acceptable from OMVIC's perspective.
- [28] However, as evidenced by the bills of sale gathered through Ms. Andrews' inspection, many of the bills of sale had repair estimates that were a drastic departure from the repair estimate listed on the dealership's own disclosure forms. Mr. Saleem did not explain this discrepancy.
- [29] Mr. Saleem also argues that the results of Ms. Andrews' inspection are not true because Mr. Hines was not actually present at the inspection. I find this argument to be irrelevant to the issue of whether the documents collected by Ms. Andrews accurately convey Mr. Saleem's business practices in those particular transactions.
- [30] In sum I accept Mr. Dailly's and Ms. Andrews' evidence. Mr. Saleem has in the past been specifically advised of the need to provide full and accurate disclosure in writing to his customers. Except for the transaction with KZ, the transactions inspected show that Mr. Saleem did not disclose in writing, on the bill of sale, or through any apparent attachment, material information that might influence consumer purchasing decisions.
- [31] Examining the appellants' past conduct includes weighing instances put forward by Mr. Saleem of good past conduct. Mr. Saleem argues that the transactions testified to by his witnesses are evidence that he deals honestly with customers, puts all of the information in front of them, and takes only a small profit from any

sales. He argues that the Board should extrapolate from these examples that his process is the same with every customer.

- [32] Three of the witnesses purchased cars in transactions not described in the NOP. The fourth witness was the aforementioned KZ. These witnesses all testified that their experiences with Mr. Saleem were positive. They stated that either they would identify a car online for auction, or at Mr. Saleem's dealership, and then would pay Mr. Saleem the wholesale cost of the car, plus the cost of repairs done either by him or a partner body shop, plus \$500 for Mr. Saleem's fee. All four witnesses were clear and unequivocal in acknowledging that they knew they were buying a damaged car. They stated that they fully informed themselves of the extent of the damage through the disclosure provided by Mr. Saleem. Mr. Saleem opened up his books, showing them his wholesale bill of sale, so they knew exactly what he paid. Accompanying this would be whatever documents were received from the auction house, including where applicable an Autocheck form. In other situations, Mr. Saleem provided the dealership's disclosure sheet.
- [33] Two of the three witnesses could recall, generally, the estimated cost of repairs on their cars. All three were satisfied that Mr. Saleem had shared with them all of the information they needed to make their purchasing decisions.
- [34] I find that the evidence provided by these witnesses was reliable, cogent and credible. They all spoke to a similar pattern of interaction with Mr. Saleem, and there was no contradictory evidence that could lead me to not accept their evidence.

The Appellants' Interactions with OMVIC

- [35] In addition to the non-disclosure of material information, the Registrar argues that the appellants' interactions with OMVIC during the course of NJ's complaint shows dishonesty in dealing with the Registrar. This, the Registrar argues, speaks to the appellants' governability.
- [36] In particular, the Registrar argues that Mr. Saleem's son was acting as a salesperson during the transaction with NJ, despite the fact that he was not registered as a salesperson at the time, and that the appellants tried to hide this fact from OMVIC. Mr. Saleem stated that he was the only one dealing with NJ the entire time, and that his son was assisting him only in an administrative capacity.
- [37] I find that Mr. Saleem's son was in fact acting as a salesperson for at least part of the transaction. This is borne out by the fact that NJ and Mr. Saleem's son were acquaintances, if not friends; the screenshots of NJ's text messages indicate that

Mr. Saleem's son was informing NJ of the purchase, sending him photos of the car, and advising him of the next steps in the process; NJ testified that he had been dealing exclusively with Mr. Saleem's son; and, all of the email money transfers and bank drafts from NJ were made out to Mr. Saleem's son.

[38] Most tellingly, the court transcript from the small claims court action filed by NJ against the dealership states that both Mr. Saleem and his son confirmed to the court that Mr. Saleem's son was authorized to act on behalf of the dealership with respect to negotiating the purchase of the car at the auction. This stands in stark contrast to claims made by the dealership to OMVIC by email, wherein the dealership states that Mr. Saleem's son was "in no way engaged in the sale of a vehicle" and that his duties are "emails, faxes, and cleaning etc."

[39] I find that the dealership's communications with OMVIC were intended, in part, to mislead OMVIC with respect to who sold the car to NJ.

[40] With respect to the bills of sale in the transaction with NJ, the Registrar argues that the appellants attempted to purposefully mislead OMVIC as to the nature of the transaction. Mr. Saleem did not present a coherent argument in response.

[41] When OMVIC contacted the dealership and requested a copy of the bill of sale in November 2016, the dealership sent to OMVIC an unsigned copy of the Cruze bill of sale dated September 16, 2016, and an unsigned and undated transfer slip for the Cruze.

[42] When OMVIC suggested to the dealership that because there was no signed bill of sale, NJ's money should be refunded, the dealership followed up by explaining that the September 16, 2016 bill of sale was just reflective of the outstanding balance. It attached to the email what it claimed was the original bill of sale, signed by NJ, and dated for September 8, 2016. This 'original' bill of sale reflects the purchase price, cost of repairs by the dealership, taxes, deposit made, and the outstanding balance. NJ testified that he had never seen either bill of sale until OMVIC shared them with him.

[43] During the hearing, Mr. Saleem testified that he did not know why he did not tell OMVIC about the original bill of sale in the first place. He also maintained that whether one bill of sale or two, both were provided to NJ, and that NJ signed the original bill of sale.

[44] I cannot accept Mr. Saleem's theory of events for the following reasons. First, no credible explanation was provided as to why, if an original signed bill of sale existed, it was not provided to OMVIC, when OMVIC requested it in the first

instance. Second, I prefer NJ's evidence that he never signed a bill of sale for the Cruze. Third, the original, signed bill of sale contains information that would only be available after a specific car is identified or purchased. Yet it was dated September 8, 2016, nearly a week before NJ was notified that a vehicle was purchased at auction, and would be able to know what he was signing for. And finally, the later bill of sale, dated September 16, 2016, reflects the fact that NJ at that point had the HST of the vehicle remaining to pay. However, according to NJ's documentary evidence, as of September 16, 2016, only \$11,900 had been paid, not the \$12,900 indicated on the bill of sale. Another \$1,000 was to come on September 21, 2016. These factors indicate that the bills of sale were never part of the moment of purchase, and were, at best, created after the fact as a receipt for the purchase.

[45] In presenting these bills of sale to OMVIC, I find that the appellants were attempting to mislead OMVIC into believing that the transaction could not be rescinded because NJ had signed a bill of sale, and that NJ had received a copy of the bill of sale at the time of purchase.

Does the past conduct give rise to a reasonable grounds to believe that the appellants will not carry on business in accordance with the law and with integrity and honesty?

[46] I find that the Registrar has met its onus to prove that the past conduct of Mr. Saleem gives rise to a reasonable belief that he will not carry on business in accordance with the law and with integrity and honesty. As Mr. Saleem is the directing mind of Car & Care Auto Inc., this finding also extends to the activities of the corporate dealership.

[47] The cars Mr. Saleem sells are almost exclusively ones that have seen better days. He operates a low margin, high volume business selling lower price point cars to people who need them. Many of his customers may know that a car they purchase from Mr. Saleem has required some work. In some cases, as indicated above, Mr. Saleem allows the customer full access to the buying process, including viewing a car on the auction site, seeing the wholesale bill of sale, and disclosing material information. There is nothing inherently wrong with this business. Indeed, it may even be rare, as Mr. Saleem suggested, for a dealer to offer that much access to a customer.

[48] Several witnesses spoke of the positive experiences they had with Mr. Saleem. In those instances Mr. Saleem provided complete disclosure to the consumers before the cars were purchased. The Tribunal has no difficulty concluding that these witnesses are representative of a large number of consumers that would express

similar interactions with Mr. Saleem. Were this not the case, Mr. Saleem's dealership would not have been successfully in business for the past ten years.

- [49] Against this good conduct, I must weigh the negative. There is clear, reliable evidence that Mr. Saleem has, in the examples described above, not made full, or accurate disclosure to consumers. I also find that with respect to the transaction with NJ, Mr. Saleem did not provide a retail bill of sale at all. In addition, I am satisfied that Mr. Saleem has permitted his son to be involved in the dealership, while not registered as a salesperson, in a manner that goes far beyond that of administrative support. Requirements under the Act and as per the conditions of his licence appear to be suggestions, rather than mandatory obligations; if it is not convenient for Mr. Saleem to abide by his obligations, there is a considerable risk that he may not do so.
- [50] In addition, and perhaps more concerning, is lack of cooperation with OMVIC's attempts to regulate his business. He has shown in the above examples that when queried about his interactions with customers he is considerably less than forthcoming and does not appear to be willing to work with OMVIC to address consumer complaints. I have also found that he has misled OMVIC about details of his transactions in a manner meant to escape scrutiny. Though he cannot be compelled by OMVIC to resolve a dispute with a consumer, the stance of his dealership in the face of complaints has tended to be defensive or evasive.
- [51] Counsel for the Registrar provided several cases in support of its case. While I am not bound by any prior case of this Tribunal, I do find two of the cases persuasive, particularly in light of similar facts. In *AM Auto and Abdul Majeed v. Registrar, Motor Vehicle Dealers Act, 2002*, 2017 CanLII 23908 (ONLAT), the Tribunal similarly considered whether to refuse and revoke licences where a dealer had not disclosed accident histories to several consumers. The Tribunal found that, despite some sympathy for the applicant's situation, "the fact is the evidence shows a pattern of material nondisclosure". On this basis the Tribunal ordered that the licence be revoked. In this instance, Mr. Saleem's dealings with NJ and AC, as well as the transactions inspected by Ms. Andrews indicate a pattern of material non-disclosure.
- [52] I do not conclude that Mr. Saleem is malicious in his business as a car dealer. I also do not conclude that he does not care at all about the integrity of his transactions. The evidence before me does not support these conclusions. It does, however, support a conclusion that at best Mr. Saleem cannot be relied upon to consistently and meticulously follow the rules of his licensure in each and every interaction with a consumer, and, where a deal goes awry and OMVIC

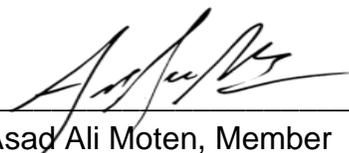
becomes involved, to deal with the regulator or with customers in an honest and forthcoming manner.

- [53] In other words, based on Mr. Saleem's past conduct, I am satisfied that there are reasonable grounds to believe that Mr. Saleem will not carry on business in accordance with the law, and with integrity and honesty.
- [54] Given my finding that the grounds for disentanglement are met, the question is then what the appropriate disposition may be. The Registrar argues that conditions are not warranted, and that the appellants' registration should be revoked. Mr. Saleem did not present an argument in this regard. I am assisted by a case of this Tribunal. In *Canadian Best Auto Inc. and Hadi Mahmoodi v. Registrar (Motor Vehicle Dealers Act 2002)*, 2012 CanLII 29142 (ONLAT), this Tribunal considered whether a dealer should have his licence revoked for, among other issues, not adequately disclosing information on a bill of sale, not providing a bill of sale, and attempting to mislead OMVIC. In that instance, the Tribunal ordered the licence be revoked. Conditions were not warranted in that situation because it was apparent that conditions "meant nothing to the Applicants in the conduct of their business." Similarly in this case, Mr. Saleem has already been advised in the past of the specific conditions that he has now been found to be in violation of. It is not apparent what more conditions might do in regulating his conduct.

ORDER

- [55] Pursuant to section 9(5) of the Act, I direct the Registrar to carry out the Proposal and to revoke the registrations of Muhammad Saleem and Car & Care Auto Inc.

LICENCE APPEAL TRIBUNAL



Asad Ali Moten, Member

Released: March 28, 2019