

**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: Marcel Motors Ltd. o/a Eastside Better Used Cars and Nitin Chopra v.  
Registrar, *Motor Vehicle Dealers Act, 2002*, 2018 ONLAT-MVDA 11640

Date: 2019-07-22  
File Number: 11640/MVDA

Appeal from the Notice of Proposal of the Registrar under the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, C. 30, Sched. B. to Revoke a Registration and Appeal from an Immediate Suspension Order

**Between:**

Marcel Motors Ltd. o/a Eastside Better Used Cars  
and Nitin Chopra

Appellants

-and-

Registrar, *Motor Vehicle Dealers Act, 2002*

Respondent

**DECISION AND ORDER**

**Adjudicator:** Jeanie Theoharis, Vice Chair

**Appearances:**

For the Appellants: no one appearing

For the Respondent: Michael Burokas, Counsel  
Laura Halbert, Representative

**Place and Date of Hearing:** Ottawa, Ontario, in person  
May 14, 15, 2019

## REASONS FOR DECISION AND ORDER

### Overview:

- [1] On September 27, 2018, Marcel Motors Ltd. o/a Eastside Better Used Cars (“Dealer”) and Nitin Chopra (“Salesperson”) (together referred to as “Appellants”) filed a Notice of Appeal with the Licence Appeal Tribunal (“Tribunal”).
- [2] The appellants appeal from the Notice of Proposal to Revoke Registration dated September 24, 2018 (“Proposal”) issued by the Registrar pursuant to the Motor Vehicle Dealers Act (“Act”) to (i) revoke the registration of the Dealer as a motor vehicle dealer, and (ii) revoke the registration of the Salesperson as a motor vehicle salesperson under the Act.
- [3] The Registrar, pursuant to section 10 of the Act, also ordered an immediate temporary suspension of registration as a matter of public interest against both the appellants. The hearing commenced on October 2, 2018. At the hearing the issue of whether to extend the immediate suspension order to the conclusion of the hearing was addressed. Following the hearing and by order dated October 12, 2018, I ordered that the immediate suspension order be extended to the conclusion of the hearing.
- [4] The hearing was scheduled to resume on May 14, 2019, at 9:30 am. The respondent was present. No one for the appellants attended the hearing. The hearing was held down until 10:00 am. Shortly after 9:30 am, I requested the case management office to contact the appellants and let them know that the hearing was scheduled to proceed today. By email time-stamped 10:00 am the Tribunal’s case management officer indicated that she spoke to the appellant Nitin Chopra and advised him that the hearing was taking place on May 14, 2019 and parties were present. Mr. Chopra, by email time-stamped 10:06 am, indicated that he was not planning to attend and wanted to adjourn the hearing.

### *Preliminary Issue: Whether to grant the appellants’ request to adjourn the hearing?*

- [5] The hearing was re-convened after I received the appellants’ email requesting the hearing be adjourned. The appellants’ request to adjourn the hearing was considered, and I deny it for the following reasons.
- [6] The request to adjourn the hearing was provided to the Tribunal after the hearing had commenced at 9:30 am. The appellant Nitin Chopra, by email received by the Tribunal on May 14, 2019 at 10:06 am, stated: “I am not planning to attend the hearing and would like for it to be adjourned until my lawyer can contact Mr. Burokas. I have not sold any vehicles or have been able to work since the immediate suspension September 24<sup>th</sup> 2018 and I am just trying to get my life together. At this point, I am no harm to any consumer and I am just trying to find employment so I can survive. Thank you”

- [7] The Registrar opposed the adjournment. The Registrar submitted that the hearing had been previously adjourned at the appellants' request and the hearing dated was peremptory, meaning there would be no further adjournments except for extraordinary circumstances; and that the Tribunal's order dated February 15, 2019 made it clear that the appellants ought to be prepared to proceed with the hearing scheduled for May 14-16; 29-31, 2019, with or without counsel.
- [8] The Registrar further indicated that the appellants have had over 4 months to find counsel; the appellants received all disclosure in September and November 2018; and this is the second hearing adjournment request.
- [9] The Registrar indicated that a further adjournment would be prejudicial to the Registrar in that witnesses may not be able to proceed on another date. The Registrar indicated that witnesses had been summonsed for the prior hearing dates and then cancelled; that 6 witnesses were confirmed to present evidence for the hearing dates as currently scheduled, some already present on the first day of the hearing; and there is a fear of a further adjournment causing witness fatigue. The Registrar indicated that he fears the witnesses will not attend if subsequent hearing dates if the adjournment request is granted. The witnesses had already been scheduled to appear on the prior hearing dates, and also have made arrangements to attend these hearing dates, and it will be unfair and difficult to require them to arrange attendance at a hearing a further time. They merely may give up and not attend further rescheduled hearing dates.
- [10] The appellants' adjournment request, received on May 14, 2019 after the scheduled start time of the hearing, is denied as there is insufficient detail provided by the appellants why they need an adjournment, and the prejudice to the Registrar outweighs that of the appellants.
- [11] The hearing has been adjourned a number of times. By way of a timeline I note the following:
- (i) When the hearing commenced on October 2, 2018, the appellants were represented by counsel, Justin Jakubiak. The hearing was set to continue on November 27-28, 2018 and January 9, 10, 17, 18, 2019.
  - (ii) Following an October 2018 case conference, the November hearing dates were vacated on consent, and the hearing was set to proceed on January 9, 10, 17, 18 and February 20, 21, 2019.
  - (iii) The appellants' January 7, 2019 request to adjourn the hearing dates was granted because they required time to hire new counsel. An order, dated January 14, 2019, advised the appellants that the next hearing dates were peremptory, meaning they would not be adjourned again except in extraordinary circumstances.
  - (iv) Following a February 2019 case conference, and by order dated February 15, 2019, the hearing was set to proceed on May 14-16; 29-

31, 2019. The hearing dates were peremptory. The order further clarified that the appellants ought to be prepared to proceed with the hearing at the next scheduled hearing dates, with or without counsel.

- [12] I also find the appellants were provided proper notice of the hearing and were reminded on the day of the hearing that the hearing was scheduled to proceed on May 14, 2019. The notice of hearing indicated that if the appellants did not attend at the hearing the Tribunal may proceed in their absence.
- [13] The appellants' request to adjourn does not contain sufficient detail or any extraordinary circumstances to justify an adjournment of a hearing that was previously noted as peremptory. Although the appellants indicate in this adjournment request that they need time for their counsel to speak with the Registrar's counsel, the Tribunal has not received a declaration of representation, nor did the appellants provide their counsel's name in the adjournment request.
- [14] Moreover, in support of my decision not to grant the adjournment, I accept the Registrar's submissions that the hearing had been adjourned previously to permit time for the appellants to retain counsel. In addition, the Registrar's witnesses are in attendance to present their evidence.
- [15] It would be unfair in the circumstances to grant an adjournment of the hearing based on the circumstances noted above. The hearing proceeded in the appellants' absence.

### **Issue**

- [16] The issue to be decided in this hearing is whether appellants' registrations should be revoked?
- [17] To decide this issue, I must answer the following questions:

- (i) Are there reasonable grounds to believe that the appellants cannot reasonably be expected to be financially responsible in the conduct of business?
- (ii) Are there reasonable grounds to believe that the appellants will not carry on business in accordance with the law, or with integrity and honesty?
- (iii) Are there reasonable grounds to believe that the appellants are in breach of a condition of their registration?
- (iv) Are there appropriate conditions that could facilitate registration?

### **Result**

- [18] For the reasons that follow, I find the Registrar has demonstrated reasonable grounds to believe that the appellants are disentitled to registration because they

cannot reasonably be expected to be financially responsible in the conduct of business; will not carry on business in accordance with the law, or with integrity and honesty; and have breached conditions of their registrations.

[19] Therefore, I direct the Registrar to carry out the notice of proposal to revoke the appellants' registrations.

## Law

[20] The Act and Ontario 333/08 ("Regulation") prescribe registration requirements for motor vehicle dealers and salespersons. The Registrar, pursuant to section 9 of the Act, may issue a notice of proposal to revoke the appellants' registrations.

[21] The Registrar relies upon section 6(1)(a) (i) and (ii) of the Act indicating that the Salesperson is disentitled to registration:

- (i) Having regard to the applicant's financial position or the financial position of an interested person in respect of the applicant, the applicant cannot reasonably be expected to be financially responsible in the conduct of business; or
- (ii) The past conduct of the applicant or of an interested person in respect of the applicant affords reasonable grounds for belief that the applicant will not carry on business in accordance with law and with integrity and honesty.

[22] The Registrar relies upon section 6(1)(d) (ii) and (iii) of the Act indicating that the Dealer, a corporation, is disentitled to registration:

- (i) Having regard to the financial position of its officers or directors or an interested person in respect of its officers or directors, the applicant cannot reasonably be expected to be financially responsible in the conduct of its business; or
- (ii) The past conduct of its officers or directors or of an interested person in respect of its officers or directors or of an interested person in respect of the corporation affords reasonable grounds for belief that its business will not be carried on in accordance with the law and with integrity and honesty.

[23] The Registrar also relies upon section 6(1)(f) of the Act indicating that the applicants are in breach of a condition of the registration.

[24] The Registrar has the burden to prove the appellants, based upon their past conduct, are not entitled to registration based upon a standard of proof that is "reasonable grounds for belief", which is a lower standard of proof than a balance of probabilities.

[25] Pursuant to section 9(5) of the Act, the Tribunal, following a hearing, “may by order direct the registrar to carry out the registrar’s proposal or substitute its opinion for that of the registrar and the Tribunal may attach conditions to its order or to a registration.”

## **Analysis**

[26] The Act and its Regulations establish the registration, regulation, and complaint procedures for individuals and corporations who trade in motor vehicles. It is consumer protection legislation which is intended to not only regulate the motor vehicle industry, but to also protect the public. I must consider the protection of the public’s interest before the appellants’ private interests.

[27] The Court of Appeal in the decision *Ontario (Alcohol and Gaming Commission of Ontario) v. 751809 Ontario Inc. (Famous Flesh Gordon’s)* 2013 ONCA 157 ruled that there must be reasonable grounds for belief that the person will, in the future, carry on activity in a way that is contrary to the public interest such that they will not act in accordance with the law, with honesty and with integrity. The Court of Appeal emphasized that any and all past or present conduct can and should be considered. Most recently, the divisional court in *CS v. Registrar, Real Estate and Business Brokers Act, 2002*, 2019 ONSC 1652, para. 32, confirmed the principle that there should be a nexus between an appellant’s overall conduct and the business.

## *Background*

[28] Marcel Motors was first registered as a motor vehicle dealer under the Act on April 25, 1989. Mr. Chopra is an officer and director of the Dealer. The Director’s Certificate dated August 8, 2017, indicates that Mr. Chopra was registered as motor vehicle salesperson under the Act on June 8, 1999; was registered with the Dealer since July 7, 2009; and that he was currently the General Manager, Signing Authority and Person-In-Charge of the Dealer. The deputy registrar testified that as a person-in-charge of the Dealer, Mr. Chopra would be responsible for the day to day responsibilities at the dealership and for ensuring compliance with the Act.

[29] In 2017 the Registrar had concerns related to the appellants not acting in a financially responsible manner in the conduct of their business and related to whether the appellants would carry on business in accordance with the law and with integrity and honesty. The appellants received a Notice of Proposal dated May 26, 2017 (the “2017 Notice of Proposal”) and a Notice of Further Particulars dated December 21, 2017.

[30] The 2017 Notice of Proposal and Notice of Further Particulars, amongst other issues, detailed the Registrar’s assertions about: (i) the Dealer not paying out liens on vehicles traded in by consumers; and (ii) the Dealer failing to remit consumer warranty payments within seven days of the sale of the warranties to the warranty

provider companies; and (iii) incidents of the Dealer sending to creditors cheques that were returned for insufficient funds.

- [31] The appellants appealed the Notice of Proposal and Notice of Further Particulars. The Registrar then proposed, and the appellants agreed to, terms and conditions to resolve the 2017 Notice of Proposal. The deputy registrar indicated that the terms and conditions were proposed because the appellants had been in business for quite some time; and they were hopeful that the appellants would be able to continue in business and correct their behaviour. It was deemed a win-win for both in that the appellants could continue to operate, and the terms and conditions would protect the public.
- [32] On May 25, 2018, the appellants signed an agreement to the terms and conditions to which the appellants' registrations would be subject. It was understood that the appellants would need to comply with the terms and conditions to ensure their registrations remained intact. As a result of entering into an agreement the appeal was resolved by way of a consent order dated June 6, 2018, which incorporated all the agreed to terms and conditions. Mr. Chopra, as the person-in-charge of the Dealer, would be responsible to ensure the Dealer complied with the consent order.
- [33] The parties agreed to the following terms and conditions pursuant to the consent order dated May 25, 2018, resolving the 2017 Notice of Proposal. The terms and conditions noted are as follows:
1. Eastside and Chopra agree to comply with all applicable provisions of the MVDA; its *General Regulations*, Ontario Regulation 333/08, and; its *Code of Ethics*, Ontario Regulation 332/08. Specifically, to provide a warranty provider with all warranty payments Eastside received from a purchaser within seven days, pursuant to section 47 of Ontario Regulation 333/08.
  2. Eastside and Chopra agree to comply with all applicable laws relating to the trade in motor vehicles including the *Consumer Protection Act*.
  3. Eastside will provide a \$30,000 CAD letter of credit in favour of the Motor Vehicle Dealers Compensation Fund within 30 days of the date of this agreement. In alternative, Eastside will provide Folger Rubinoff LLP with \$30,000 CAD who will in turn provide a letter of credit in favour of the Motor Vehicle Dealers Compensation Fund within 30 days if this agreement. The letter of credit will be returned to either the relevant financial institution or Folger Rubinoff LLP, as the case may be, after 2 years. This return is subject to the Registrar's approval, which will not be unreasonably withheld.
  4. Eastside will employ a bookkeeper to manage its finances and provide his/her name and contact information within 15 days of the date of this agreement.
  5. The Bookkeeper and Puran Guram will complete Georgian College's online "Automotive Record Keeping" course within 30 days of the date of this agreement.
  6. For three years, Eastside will provide the Registrar with its reviewed financial statements no later than 90 days after the completion of its fiscal year.

7. Eastside will satisfy all current outstanding financial obligations to its warranty providers within 30 days of this agreement and provide proof to the Registrar thereof.
8. Eastside will satisfy the liens on both the vehicles they sell and the trade-ins they receive within 7 days of the relevant transaction date.
9. Eastside will provide the Registrar with the name and contact information of all parties providing it financing.

[34] Despite the consent order the Registrar's concerns were again raised due to the appellants' conduct. The Registrar received complaints related to liens not being paid out on trade-in vehicles; that warranty companies were not being paid in a timely manner and various terms of the consent order were not complied with. Due to these concerns, the Registrar issued the current Notice of Proposal to Revoke Registration, dated September 24, 2018 ("Proposal") to revoke the appellants' registrations, and also ordered an immediate temporary suspension of registration as a matter of public interest against both the appellants.

*Are there reasonable grounds to revoke the appellants' registrations?*

[35] I find that the Registrar has met its burden to prove that the appellants' registrations ought to be revoked. The evidence shows that the appellants failed to comply with the terms of the consent order, did not act in a financially responsible manner, nor did they conduct business in accordance with the law and with integrity and honesty on various occasions when consumers purchased vehicles from them.

*Compliance with Terms and Conditions of Registration - Consent Order*

[36] The appellants failed to comply with the terms and conditions on their respective registrations as agreed upon in the consent order.

[37] The Registrar presented evidence that showed that the appellants failed to abide by the terms and conditions on their registrations. Shortly after the consent order was issued, the appellants continued to engage in the same kind of conduct that was of concern in the 2017 Notice of Proposal. Despite the Registrar's attempts to help the appellants remain in the industry and assist them in complying with the Act and Regulations, the appellants continued to engage in conduct that affected the public interest, which actions were contrary to the Act and its Regulations, and more particularly, the terms and conditions of its registrations. It seems that the 2017 Notice of Proposal, and its resolution by consent order did not change the appellants' behaviour, as detailed, below.

*(i) Letter of Credit and Completion of Courses*

[38] Following the issuance of the consent order dated May 25, 2018, the appellants made substantial efforts to comply with the consent order and its attached terms

and conditions. In particular, the \$30,000 CAD letter of credit was established, albeit late (September 2018); and the two named individuals completed the required online course, again albeit late (July 18, 2018). The appellants agreed to these conditions and did not comply because the conditions were not completed within 30 days of the agreement. The failure to complete these conditions within the stipulated time frame is a breach of the appellants' registration conditions.

(ii) *Failure to pay out outstanding liens on trade-in vehicles*

- [39] The appellants failed to comply with the terms and conditions of their registrations related to paying out outstanding liens on trade-in vehicles within 7 days of the relevant transaction date.
- [40] Consumers who purchased vehicles from the appellants attended the hearing to present evidence. The consumers testified that they traded in a vehicle to facilitate the purchase of a vehicle from the appellants. Each indicated how the appellants did not comply with the terms of the sales contract in one way or another.
- [41] Evidence was submitted at the hearing that, in addition to complaints of the Dealer failing to pay out the lien on trade-in vehicles prior to the consent order, there were complaints about transactions that occurred between June 7, 2018 and August 1, 2018 wherein the lien amount on a trade-in vehicle was not paid off within 7 days of the purchase. Three consumer witnesses testified at the hearing about trading in a vehicle to allow for the purchase of their new vehicle. The transactions occurred on or after June 7, 2018. They told similar stories of having traded in a vehicle when they purchased a vehicle from the appellants. They owed money on the traded-in vehicle, and had an expectation that when they financed the purchase of the new vehicle, the appellants would pay out their liens on the trade-in. The purchase agreement indicated the consumer's trade in vehicle and the payout lien amount. The payout lien indicated the amount owing to the financing company on the trade-in. This amount was to be paid to the financing company by the appellants. The consumer witnesses indicated that the appellants did not pay out the lien within 7 days, which resulted in hardship to each of the consumers.
- [42] According to the condition of the appellants' registrations, the amount owing to the financing company was to be paid within 7 days. This failure to pay out the liens resulted in the consumers having to endure the carrying costs of their new vehicle and on their trade-in vehicle, a vehicle they no longer had possession over. The consumers indicated that they had to pay multiple double payments and one consumer indicated it took at least 2 months to resolve. The OMVIC inspector stated that upon review of the appellants' financial records, she was able to reconcile that on one particular transaction it took approximately 8 months for the appellants to satisfy a lien on a trade-in.
- [43] One of the consumers indicated that Mr. Chopra misled her into believing that her payout lien on her trade-in vehicle was \$3000 when it actuality the payout lien

owing was only \$1000. The purchase agreement indicated a payout lien amount of \$3000. When she enquired further to clarify the amount owing on her trade-in vehicle, she learned that it was \$1000. She indicated that the appellants owe her \$2000 and that several attempts have been made to recover the \$2000 from the appellants. She stated that she spoke to the Mr. Chopra about it and that Mr. Chopra agreed to transfer \$2000 to her. As at the date of the hearing, she has not received the \$2000 from the appellants.

- [44] The consumers were put in a vulnerable position. Some consumers acknowledged that they did not have the best credit rating and the double payments were very difficult to have to deal with, some having to juggle multiple jobs to cover these additional unforeseen costs. The failure to pay off the lien amount caused hardship to the consumers because they were responsible to pay the loan amount on their newly purchased vehicle and, also had to pay the loan amount on the trade-in vehicle. They all expressed how stressful, frustrating, time-consuming it was, and how it caused issues with their banks and credit rating.
- [45] The Deputy Registrar indicated that failing to pay out the lien on a trade-in vehicle could have massive implications for consumers who would not be receiving a car free and clear of encumbrances, and thereby face a risk that the car is repossessed. The OMVIC inspector indicated that on one transaction they reviewed, the trade-in vehicle was sold before the lien had been paid out.
- [46] The regulator takes consumer complaints of this nature quite seriously. Upon receipt of consumer complaints, the Registrar contacted the appellants to attempt to resolve the issues. The OMVIC inspector indicated how she attended the premises several times, spoke to the appellant about their business practices, and in particular the requirements under the Act and its Regulations. She provided the appellants with written Inspection Reports where matters of concern were reviewed, and the appellants were educated on how to resolve the issues. The issues under concern were also addressed in the terms and conditions agreed to as part of the consent order. However, despite these attempts to help resolve areas of concern and non-compliance with the Act and Regulations, the appellants continued to conduct business in a manner that affected the public interest, which actions were contrary to the Act and its Regulations, and more particularly, the terms and conditions of its registrations.

*(iii) Failure to pay warranty company for extended warranties purchased*

- [47] Another aspect of concern relates to the appellants' failure to pay warranty companies the funds purchasers paid for extended warranties and the appellants failure to satisfy outstanding financial obligations to its warranty providers. These were terms on the appellants' registrations. I find that the appellants' failure to remit payments related to the purchase of extended warranties to the warranty company in a timely manner and failing to satisfy their accounts with the warranty providers is indicative that the appellants will not carry on business in a financially

responsible manner and that there is reasonable grounds for belief that they will not carry on business in accordance with the law, and with integrity and honesty.

- [48] Three warranty provider representatives testified at the hearing. The process the appellant took to sell the extended warranties from each of the different warranty companies was similar, such that the dealer would sign an agreement with the warranty provider to provide a warranty which then provided the appellants access to a web-based portal listing available warranties to consumers. When the dealer then sold a warranty to a consumer, the consumer would pay for it as at the vehicle purchase date and then the dealer would have to pay the warranty company. The dealer would markup the cost of the warranty, normally resulting in a profit to the dealer. The type of extended warranty and cost to the consumer was noted on the bill of sale for the purchase of the vehicle from the appellants.
- [49] Section 47(7) of Regulation 333/08 provides that within 7 days after the consumer and dealer enter into the contract for the warranty, the dealer will pay the warranty company the funds received from the consumer purchaser for the extended warranty. Also, the appellants, pursuant to the consent order, agreed that within 7 days of a sale of an extended warranty, the appellants would pay the extended warranty company its share of the amount received by the purchase.
- [50] Each of the warranty company representatives indicated the appellants did not pay their accounts in a timely manner. The consensus was that payment ought to be received within 7 days of the sale, but that normally a dealer pays the account within 30 days. The representatives each indicated that the appellants' remittance account had been unpaid for over 30 days, sometimes reaching 90 days, and with respect to one warranty provider, the debt was written off.
- [51] They each testified about steps they personally took to have the appellants pay their accounts, including calling them, attending their site and preventing them from continuing to sell their warranties. The appellants did not comply with the requirement to pay the warranty companies within 7 days. The consumers paid for the warranty and trusted the appellants to ensure that their payment was remitted to the extended warranty company.
- [52] Although the representatives indicated that regardless of payment, they would honour an extended warranty sold, it does pose a significant risk to the public in believing the funds provided to the appellants will be transferred in a timely manner. On one occasion, one of the companies held off conducting any warrantable work on a vehicle because the appellants had not yet paid for the warranty. Although he stipulated that 'holding a consumer hostage' is not an ideal way to collect monies owing from the appellants, they felt that this was the only way the appellants would respond to their demands for payment.
- [53] The appellants did not comply with the terms of their registrations. They continued to ignore their financial obligations to remit payment to warranty providers in a

timely manner. This continued inappropriate behaviour shows that the appellants will not carry on business in a financially responsible manner and reasonable grounds for belief that they will not carry on business in accordance with the law, and with integrity and honesty.

*Are there appropriate conditions that could facilitate registration?*

[54] I do not find that there are conditions that would ensure the appellants act financially responsibly or with honesty, integrity, or in accordance with the law. The appellants were already provided with an opportunity to comply with agreed upon conditions on their registration, yet, following the imposition of the conditions, the appellants again failed to comply with the Act. The appellants' actions indicate a pattern of behaviour that has a disregard to the Act's requirements. For these reasons, I agree with the Registrar's submissions that the appellants are ungovernable and that conditions are not appropriate.

*Conclusion*

[55] The essence of regulating various industries is to give the public confidence that people working within regulated industries do so with honesty, integrity and in accordance with the law; and that those working in the industry are financially responsible in the conduct of business. The public ought to have confidence that the industry is reliable, respected, and trusted. The law is enacted to protect consumers from having to engage with unconscionable, unfair, unreasonable or improper trade practices, and/or other conduct that may be deemed deceptive, misleading, unfair or fraudulent. In addition to the monetary claims, the Tribunal ought to also consider the damage to the industry's reputation and stress imposed on consumers who address questionable work practices.

[56] Taking into consideration the intent and purpose of consumer protection statutes, I find that the appellants' failure to comply with the terms and conditions of their registrations is significant. The Registrar worked to educate the appellants on how their business practices could be changed to comply with the Act and its Regulations. The appellants were permitted to continue working in the industry when they agreed to abide by terms and conditions. They agreed to abide by the laws, and they had time to change their business processes to ensure compliance with the laws and regulations, and most significantly, the terms and conditions of their registrations.

[57] Unfortunately, based on the evidence presented at the hearing, and as noted on the September 2018 Proposal, the appellants continued to engage in business practices that do not comply with the laws nor satisfy their registrations' terms and conditions. The totality of the evidence provides reasonable grounds to believe that the appellants will not carry on business in accordance with the law and with integrity and honesty. Additionally, the evidence detailing the appellants' conduct

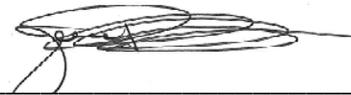
in respect of their financial duties and obligations support a finding that they cannot be expected to be financially responsible in the conduct of business.

**ORDER:**

[58] Pursuant to subsection 9(5) of the Act, I order and direct the Registrar to carry out its proposals to:

- (i) revoke the registration of Marcel Motors Ltd. o/a Eastside Better Used Cars as a motor vehicle dealer under the Act; and
- (ii) revoke the registration of Nitin Chopra as a motor vehicle salesperson under the Act.

LICENCE APPEAL TRIBUNAL



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Jeanie Theoharis, Vice-Chair

*Released: July 22, 2019*