

**DISCIPLINE COMMITTEE OF THE  
ONTARIO COLLEGE OF TRADES**

BETWEEN:

**ONTARIO COLLEGE OF TRADES**

-and-

**STEVEN DIOTALEVI**

**NOTICE OF HEARING**

**THE COMPLAINTS COMMITTEE OF THE ONTARIO COLLEGE OF TRADES**, pursuant to section 44, subsection (5) of the *Ontario College of Trades and Apprenticeship Act, 2009* (the "*Act*"), S.O. 2009, chapter 22, has directed that the matter hereinafter described regarding the conduct or actions of Steven Diotalevi (Membership No. 13209228), a member of the Ontario College of Trades, be referred to the Discipline Committee of the College. The Discipline Committee, pursuant to section 46, subsection (1) of the *Act*, shall hear and determine matters referred to it by the Complaints Committee under section 44 of the *Act*.

**IT IS ALLEGED** that Steven Diotalevi has engaged in professional misconduct as defined in subsection 46(2) of the *Act* and/or Ontario Regulation 97/13 made under the *Act* in that he:

- a) failed to take reasonable steps to safeguard the life, health or property of a person who may be affected by his work, when he knew or ought to have known that there was a risk to life, health or property (Ontario Regulation 97/13, subsection 1(1));
- b) permitted, counselled, or assisted a person who is not a member of the College to represent themselves as a member of the College (Ontario Regulation 97/13, subsection 1(6));

- c) failed to provide his name and registration number as set out in the register in the course of providing or offering to provide services related to his practice of a trade in the course of employment or sponsorship of a member (Ontario Regulation 97/13, subsection 1(7));
- d) failed to maintain the standards of a trade (Ontario Regulation 97/13, subsection 1(10));
- e) acted or failed to act, in respect to the practice of a trade, in a manner that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional (Ontario Regulation 97/13, subsection 1(11)); and,
- f) misappropriated or otherwise dealt dishonestly with the money or property of a client or another party, or otherwise engaged in fraudulent conduct (Ontario Regulation 97/13, subsection 1(12)).

**PARTICULARS OF THE ALLEGATIONS ARE AS FOLLOWS:**

**The Member**

1. Steven Diotalevi, Membership No. 13209228 (the “Member”), is a member of the Ontario College of Trades (the “College”) in the Journeypersons class.
2. During the relevant period, the Member held Certificates of Qualification in the trades of Automotive Service Technician (310S) and Truck and Coach Technician (310T), both of which were issued to him by the College on April 8, 2013.
3. During the relevant period, the Member was a director, owner, and controlling mind of 1889055 Ontario Inc. o/a Forza Motoring (“Forza”). Forza’s registered business address is 150 The Queensway, Toronto, ON M8Y 1J1.
4. In or about the years 2014-2016, the Member operated or purported to operate Forza at 5507 Dundas Street West, Toronto, ON M9B 1B8.

### **Misappropriation, Dishonesty and/or Fraudulent Conduct**

5. In or about May of 2014, the Complainant's 2010 Audi R8 (the "Vehicle") was transported to Forza at 5507 Dundas Street West to repair the Vehicle's clutch.
6. As particularized in greater detail below, the Complainant paid the Member \$5,300 to repair the Vehicle, but the Vehicle was never repaired and/or never returned to the Complainant. The Member has additionally not refunded the Complainant the \$5,300 he paid to complete the repairs.

### **Initial Misrepresentations**

7. After the Vehicle was transported to 5507 Dundas Street West, the Member and/or his colleague/business partner [NAME] advised the Complainant that they had examined the Vehicle and that they would provide an estimate for the costs of repairs before doing any work, though no estimate was ever provided.
8. [NAME] is not a member of the College. The Member represented to the Complainant, directly or by implication, that [NAME] was a member of the College and/or was licensed and qualified to perform the repair work.
9. The Member did not provide his full name or his registration number to the Complainant at any point. The Member only referred to himself as "Steve" during their interactions.
10. On or about May 22, 2014, the Complainant received an email from [NAME] sent from [E-MAIL] representing that the Vehicle's clutch was being serviced and that repairs would be completed by the end of the week. [NAME] subsequently advised the Complainant by phone that they had all the parts necessary to complete the repair.

### **Timeline of Events: May 2014 – April 2015**

11. From in or about May 2014 to April 2015, the Vehicle was not repaired. The Member and/or [NAME] told the Complainant that they were waiting on additional parts.

12. In or about April 2015, the Member and/or [NAME] requested a \$300 deposit from the Complainant to secure outstanding parts for the Vehicle. The Complainant sent \$300 via e-transfer to [E-MAIL].

#### **June 19, 2015 Meeting**

13. On or about June 19, 2015, the Complainant met with the Member and [NAME] at [ADDRESS] to discuss the status of the repairs. The Complainant agreed to pay a total of \$8,000 for the repairs to the Vehicle as well as \$2,000 for the cost of storage. The parties also agreed that the repairs to the Vehicle would be completed in one to two weeks time.
14. Prior to making any payments, the Complainant requested to inspect the Vehicle. The Member drove him to a storage facility at [ADDRESS]. The Complainant was unaware that the Member had moved the Vehicle to a separate storage facility, nor did he authorize the move. The Complainant has not seen the Vehicle since this date.
15. The Complainant paid \$5,000 by credit card towards the repairs to the Vehicle. However, unbeknownst to him, payment was made to [COMPANY], which also operated out of the [ADDRESS]. [COMPANY] is not affiliated with the Member or any of his businesses.

#### **June 2015 to June 2017**

16. From in or about June 2015 to October 2016, the Complainant received no updates or communications from the Member or [NAME]. The Complainant attempted to contact the Member and [NAME] on numerous occasions, but received no response. The Complainant subsequently learned that the phone number provided as Forza's business number was actually [NAME'S] personal cellphone number.
17. Having received no response from the Member, the Complainant called the owner of [COMPANY] in or about October 2016 to inquire as to the Member's whereabouts. [COMPANY] informed the Complainant that the Member and Forza had ceased operating out of [ADDRESS] in or about July 2016 after failing to pay rent, that the Member had removed the Vehicle from the premises, and that the Member and [NAME] were now working at [COMPANY] Motorsports located in

Mississauga. Neither the Member nor [NAME] advised the Complainant that Forza had closed or moved and/or that the Vehicle had been moved to a different location.

18. In subsequent discussions with [COMPANY], the Complainant learned that the \$5,000 he had paid the Member by credit card for repairs to the Vehicle had in fact been paid directly to [COMPANY] to satisfy the Member's rental arrears and other debts.
19. The Complainant managed to speak to [NAME] in or about January 2017 and was advised that the Vehicle had been transferred to an Audi/VW dealership (the "Dealership") in Etobicoke, that the repairs were almost complete, and that the Member would contact him with an update. [NAME] did not provide the Complainant with the address of the location where the Vehicle was being stored. The Member never called the Complainant to provide an update on the status of the repairs.
20. From in or about January 2017 to June 2017, the Complainant made repeated attempts to contact the Member and [NAME]. The Member did not respond to any of these communications.

#### **July 17, 2017 Meeting**

21. On or about July 17, 2017, the Complainant attended [COMPANY] Motorsports to speak with the Member and [NAME]. The Complainant requested the address of the Dealership, but the Member insisted that he contact the Dealership first to check on the status of the repairs. The Member and the Complainant agreed that this would be done within one week, failing which the Member would provide the Complainant with the address of the Dealership to contact directly.
22. The Member did not contact the Complainant. In or about August 2017, the Complainant made several attempts to contact the Member, but received no response. The Complainant subsequently received a text message from Mr. Chana advising that the Member no longer worked at [COMPANY] Motorsports. The Complainant requested that [NAME] provide him with the Member's direct number on numerous occasions, but [NAME] did not respond to these messages.

## **August 24, 2017 Meeting**

23. On or about August 24, 2017, the Complainant attended [COMPANY] Motorsports and spoke to [NAME]. At that time, [NAME]:
- a. refused to provide the Complainant with contact information for the Member or information as to the whereabouts of the Vehicle;
  - b. claimed to have a new phone number, which he refused to provide to the Complainant; and,
  - c. refused to assist the Complainant in having his Vehicle and/or the \$5,300 he paid for repairs returned to him.
24. The Complainant subsequently reported the Vehicle stolen to the Police. To date, the Complainant has not received the Vehicle, nor has he been refunded the \$5,300 he paid to the Member for repairs.

**A PANEL OF THE DISCIPLINE COMMITTEE WILL HOLD A HEARING** pursuant to sections 46 and 48 of the *Act* for the purpose of deciding whether the Member has engaged in professional misconduct. A copy of the *Rules of Procedure of the Discipline Committee & Fitness to Practise Committee* is enclosed.

**AN APPEARANCE WILL TAKE PLACE BEFORE THE PANEL** by teleconference on **TUESDAY, FEBRUARY 19, 2019 at 10:30 am (Eastern)** to set a date for the hearing of this matter on its merits (the "Hearing"). The teleconference call-in details will be provided to all parties at least two (2) weeks prior to the teleconference. The Hearing, once scheduled, will be held at Victory Verbatim, 222 Bay Street, Suite 900, Toronto, Ontario or such other venue as the College may advise, on a date to be determined after consultation between College Counsel and the Member or his legal counsel/representative, and fixed by the Hearings Coordinator.

**THE MEMBER IS ENTITLED AND ENCOURAGED TO PARTICIPATE IN THE ABOVE-NOTED APPEARANCE BY TELECONFERENCE AND AT THE HEARING, AND IS ENTITLED TO BE REPRESENTED BY LEGAL COUNSEL OR A REPRESENTATIVE THROUGHOUT THIS PROCEEDING.**

The Member or his legal counsel/representative may contact College Counsel to discuss the scheduling of the Hearing or a pre-hearing conference to determine whether a date for the Hearing can be agreed upon.

College Counsel's contact information is provided below.

**IF A DATE FOR THE HEARING IS NOT AGREED UPON AND THE MEMBER DOES NOT ATTEND THE APPEARANCE BY TELECONFERENCE ON TUESDAY, FEBRUARY 19, 2019 AT 10:30 AM (EASTERN) TO SET A DATE FOR THE HEARING, THEN THE PANEL MAY PROCEED IN HIS ABSENCE TO SET A DATE FOR THE HEARING. NOTICE OF THE HEARING DATE WILL BE PROVIDED TO THE MEMBER IN WRITING AT HIS LAST KNOWN ADDRESS AS SHOWN IN THE RECORDS OF THE COLLEGE.**

**IF THE MEMBER DOES NOT ATTEND THE HEARING ON THE DATE SCHEDULED, THE PANEL MAY PROCEED IN HIS ABSENCE AND HE WILL NOT BE ENTITLED TO ANY FURTHER NOTICE OF THE PROCEEDING.**

**IF THE PANEL FINDS THE MEMBER GUILTY OF PROFESSIONAL MISCONDUCT,** the panel shall make one or more of the following orders, pursuant to subsection 46(4) of the Act:

1. Directing the Registrar to revoke the Member's certificate of qualification or statement of membership.
2. Directing the Registrar to suspend the Member's certificate of qualification or statement of membership for a specified period, not exceeding 24 months.
3. Directing the Registrar to impose specified terms, conditions or limitations on the Member's certificate of qualification or statement of membership.
4. Directing that the Registrar not carry out a direction made under paragraph 1, 2 or 3 for a specified period and not carry out the direction at all if specified terms are met within that period.

**IN ADDITION, IF THE PANEL FINDS THE MEMBER GUILTY OF PROFESSIONAL MISCONDUCT,** the panel may make an order doing one or more of the following, pursuant to subsection 46(5) of the Act:

1. Requiring that the Member be reprimanded, admonished or counselled by the panel or its delegate and, if considered warranted, directing that the fact of the reprimand, admonishment or counselling be recorded on the register for a specified or unlimited period.

2. Imposing a fine in an amount that the panel considers appropriate, to a maximum of \$2,000, to be paid by the Member to the Minister of Finance for payment into the Consolidated Revenue Fund.
3. Directing that the finding and the order of the panel be published, in detail or in summary, with or without the name of the Member, in the official publication of the College and in any other manner or medium that the panel considers appropriate in the particular case.
4. Fixing costs to be paid by the Member.

A member whose conduct has been directed or referred to a proceeding before the Discipline Committee or panels thereof may examine before the hearing any written or documentary evidence that will be produced or any report, the contents of which will be given as evidence at the hearing. The College must provide the member with complete disclosure at least fifteen (15) days before the hearing on the merits of all evidence in the College's possession or control relevant to the allegations that are not privileged. To obtain disclosure in this matter, the Member or his legal counsel/representative should contact Jordan Glick or Jordan Stone, College Counsel in this matter, using the contact information noted below.

**Date:** January 10, 2019

"George Gritziotis"

George Gritziotis  
Registrar & Chief Executive Officer  
Ontario College of Trades  
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Toronto, ON M5G 2K4

**To:** Steven Diotalevi  
[ADDRESS]  
[ADDRESS]

**From:** Jordan Glick, College Counsel  
Jordan Stone, College Counsel  
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