



Order P25-09

CAREFREE RESIDENTIAL BUILDING SERVICES LTD.

Elizabeth Vranjkovic
Adjudicator

November 13, 2025

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Summary: An individual (complainant) complained that an organization disclosed his personal information contrary to s. 6 of the *Personal Information Protection Act* (PIPA) and did not properly protect his personal information pursuant to s. 34 of PIPA. The adjudicator found that the evidence did not establish that the organization disclosed the complainant's personal information. However, the adjudicator found that the organization did not make reasonable security arrangements to protect the complainant's personal information in its custody and control as required by s. 34 of PIPA.

Statutes Considered: *Personal Information Protection Act*, SBC 2003, c. 63, ss. 1, 6(1), 6(2) and 34.

INTRODUCTION

[1] This inquiry arises out of a complaint under the *Personal Information Protection Act* (PIPA) made against Carefree Residential Building Services Ltd. (Carefree). The complainant is a resident of a building in which Carefree provided concierge services. He complained that Carefree disclosed his personal information without authority pursuant to s. 6 of PIPA and did not properly secure his personal information pursuant to s. 34 of PIPA.¹

[2] Mediation by the OIPC did not resolve the matter and it proceeded to inquiry. The OIPC notified a third party, Rancho Management Services (BC) Ltd. (Rancho), of the complaint and invited it to participate in this inquiry as an appropriate person under s. 48. Rancho agreed to participate and provided submissions in the inquiry.

¹ From this point forward, whenever I refer to section numbers I am referring to sections of PIPA unless otherwise specified.

Preliminary matters

Rancho's role in this inquiry

[3] The complainant and Rancho appear to misunderstand Rancho's role in this inquiry. For example, the complainant refers to both Carefree and Rancho as the "respondents" and says Rancho did not comply PIPA.² Additionally, Rancho says that the complaint against it should be dismissed.³

[4] As set out above, Rancho is participating in this inquiry as an appropriate person under s. 48. The notification under s. 48 gives Rancho the opportunity to provide submissions and be informed of the outcome of the inquiry.⁴ The notification does not mean that this inquiry is about a complaint against Rancho. To be clear, this inquiry is about the complainant's complaint against Carefree.

Relevance of part 2 of the OIPC's Written Inquiry Submission Form

[5] Carefree used the OIPC's Written Inquiry Submission form (Form) for its submission. Part 2 of the Form is titled "Records and Information in Dispute" and has boxes for parties to 1) describe the records and information in dispute, and 2) explain what information and issues listed in the Notice of Inquiry, if any, are no longer in dispute. In those boxes, Carefree responded "Nil."⁵

[6] The complainant says that this is implausible and that Carefree should have operational records, including records about intercom codes, packages and guest lists, internal investigations, training materials, communications with Rancho and conflict-of-interest disclosures.⁶ He also seeks an order declaring that Carefree's response of "Nil" warrants an adverse inference.⁷

[7] Part 2 of the Form is tailored toward an inquiry arising from a request for review where an organization or public body is refusing to disclose requested records or information to an applicant. This inquiry is not about Carefree refusing to disclose records or information to the complainant, so there are no records or information in dispute and part 2 of the Form is not relevant. As a result, I decline to draw an adverse inference from or make any findings based on Carefree's responses in part 2 of the Form.

ISSUES

² Complainant's initial submission at para 2, first affidavit at para 40 and reply submission at page 51.

³ Rancho's response submission at page 2.

⁴ Sections 50(3) and 52(5).

⁵ Carefree's response submission at page 2.

⁶ Complainant's reply submission at pages 12-15.

⁷ *Ibid* at page 57.

[8] At this inquiry, I must decide the following issues:

1. Did Carefree disclose the complainant's personal information without authority pursuant to section 6?
2. Did Carefree protect the complainant's personal information in accordance with section 34?⁸

[9] PIPA does not say who has the burden of proof for these issues. Where PIPA does not identify which party bears the burden of proof on a particular issue, many previous OIPC orders have found that it is in each party's interest to provide argument and evidence to support their positions.⁹ I adopt this approach with respect to s. 6.

[10] However, previous OIPC orders concerning whether an organization performed a duty under PIPA have placed the burden of proof on the organization because it is in the best position to prove that it fulfilled its obligations under PIPA.¹⁰ I adopt this approach and find that the burden is on Carefree to prove that it protected the complainant's personal information as required by s. 34. It is Carefree who asserts that it has performed its duty under s. 34 and Carefree who is in the best position to prove that it performed that duty.

DISCUSSION

Background

[11] The complainant rents a unit in a strata building (Building). Rancho manages the Building and Carefree was the Building's concierge service provider at the time of the events giving rise to the complaint. In 2024, Carefree was terminated as the Building's concierge service provider and replaced by another organization.¹¹

[12] The complainant believes that a Carefree employee (concierge) disclosed his unit number and intercom code to his former landlord (Former Landlord), with whom he is involved in an ongoing dispute.

Section 6

⁸ The notice of inquiry and investigator's fact report state this issue as whether the organization failed to properly secure the complainant's personal information pursuant to s. 34. In my view, considering the language of s. 34, the issue is more appropriately stated as whether Carefree protected the complainant's personal information in accordance with s. 34.

⁹ Order P09-02, 2009 CanLII 67292 (BC IPC) at para. 4.

¹⁰ Order P23-10, 2023 BCIPC 86 at paras 10-11; Order P24-13, 2024 BCIPC 116 at para 15.

¹¹ Exhibit U to the complainant's second affidavit.

[13] Section 6(1)(c) says that an organization must not disclose personal information about an individual. However, under s. 6(2), s. 6(1)(c) does not apply if

- (a) the individual gives consent to the collection, use or disclosure,
- (b) PIPA authorizes the collection, use or disclosure without the consent of the individual, or
- (c) PIPA deems the collection, use or disclosure to be consented to by the individual.

[14] Therefore, to determine whether Carefree contravened s. 6, I must first decide whether the complainant's unit number and intercom code are his personal information. If they are, I will go on to consider 1) whether Carefree disclosed that personal information to the Former Landlord; and 2) if it did, whether s. 6(2) applies.

Are the complainant's unit number and intercom code his personal information?

[15] PIPA defines "personal information" and related terms as follows:

"personal information" means information about an identifiable individual and includes employee personal information but does not include

- (a) contact information, or
- (b) work product information;

"contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

"work product information" means information prepared or collected by an individual or group of individuals as a part of the individual's or group's responsibilities or activities related to the individual's or group's employment or business but does not include personal information about an individual who did not prepare or collect the personal information.¹²

[16] While the parties do not dispute that the complainant's unit number and intercom code are his personal information, for clarity, I will consider this issue. The unit number and intercom code are about the complainant, who is an identifiable individual. There is no evidence that this is information to enable the

¹² Section 1.

complainant to be contacted at a place of business, so I find it is not contact information. I also find it clear that the unit number and intercom code are not work product information. Therefore, I find that the complainant's unit number and intercom code are his personal information.

Did Carefree disclose the complainant's unit number and intercom code to the Former Landlord?

Parties' submissions

[17] The complainant says that a Carefree concierge disclosed his unit number and intercom code to the Former Landlord. He believes that the Former Landlord has this information because on May 27, 2023, someone used his intercom code and a process server retained by the Former Landlord served him with legal documents at his door. Additionally, the complainant says that since that day, the Former Landlord has been delivering documents directly to his door.¹³

[18] The complainant's arguments in support of his belief that the Former Landlord obtained his unit number and intercom code from a Carefree concierge can be briefly summarized as follows:

- The process server told him that the intercom code was obtained from a concierge. The complainant provides a July 12, 2023 email from the process server, which includes the following:

Your address at [Address] was provided to me from the Summons To a Payment Hearing filed at the Robson Square Provincial Court, court stamped May 17, 2023. I had no dealings with acquiring your address, or have any information as to how the address was attained.

Your buzz code was provided to me by [the Former Landlord]... I was informed that the buzz code was provided by your building concierge.¹⁴

- A Carefree customer service representative acknowledged during a phone call with the complainant that a Carefree concierge disclosed the information to the Former Landlord and dismissed the disclosure as unserious.¹⁵

¹³ Complainant's complaint to Carefree, initial submission at para 7 and first affidavit at para 5.

¹⁴ Exhibit A to the complainant's first affidavit.

¹⁵ Complainant's first affidavit at para 21 and reply submission at page 16.

- Carefree retaliated against him after disclosing the personal information, which he says is “consistent with reprisal and cover-up.”¹⁶
- The Former Landlord had ample opportunity to obtain his personal information because the Former Landlord and a Carefree employee (Employee) were licensed realtors during the relevant period and “interacted daily” at the Building’s concierge desk.¹⁷
- The Former Landlord could not have obtained his unit number and intercom code elsewhere for a variety of reasons. For example, he says that he told friends and service providers not to disclose his address and used a PO box in his dealings with the Former Landlord in legal and residential tenancy proceedings.¹⁸
- Carefree had “exclusive custody and control” of his intercom code.¹⁹

[19] Carefree denies that its staff disclosed the complainant’s unit number or intercom code to the Former Landlord. Carefree says that it conducted an internal inquiry with the concierge on duty on the relevant date, who said that he did not disclose the complainant’s unit number or intercom code to anyone.²⁰

[20] Additionally, Carefree says that the process server’s evidence about the concierge being the one who gave the intercom code to the Former Landlord is hearsay and may have been coerced because the complainant threatened to include the process server in a complaint to the OIPC.²¹

[21] Carefree provided the complainant with an email from the Employee, which included the following:

Neither I, [Name] nor [Carefree] disclosed [complainant’s] unit number, door code, or any other personal information to [the Former Landlord], or any individual acting on his behalf.²²

[22] In his reply submission, the complainant denies coercing the process server.²³ He says that the process server reconfirmed his account in 2025 and had “no incentive to invent or exaggerate a fact adverse to” the Former Landlord.

¹⁶ Complainant’s initial submission at paras 16-17 and reply submission at page 11.

¹⁷ Complainant’s reply submission at pages 18-19.

¹⁸ Complainant’s initial submission at para 5.

¹⁹ Complainant’s reply submission at pages 6-7.

²⁰ Carefree’s response submission at para 6.

²¹ *Ibid.*

²² This correspondence took place outside of the inquiry process after Carefree provided its response submission. The complainant included it as Exhibit Y to his second affidavit.

²³ Complainant’s reply submission at pages 23-24.

[23] With respect to Carefree's position that the process server's email contains hearsay, the complainant says the email is "a first-hand report of a party admission made by [the Former Landlord]." ²⁴ The complainant also says that the email is corroborated by the phone call in which the Carefree customer service representative admitted to the disclosure and his contemporaneous complaints to the Vancouver Police Department, Rancho, the company from which he rents his unit and the Residential Tenancy Branch. ²⁵

[24] The complainant says the OIPC should draw an adverse inference from Carefree's response submission for several reasons, including its failure to provide affidavit evidence. ²⁶ The complainant also says that Carefree's failure to provide records relating to its internal investigation suggests that "no genuine investigation occurred." ²⁷

Analysis and findings

[25] For the reasons that follow, I am not satisfied that Carefree disclosed the complainant's unit number or intercom code to the Former Landlord.

[26] The complainant's position that a Carefree concierge disclosed his intercom code rests primarily on the email in which the process server states "I was informed that the buzz code was provided by your building concierge." While this is hearsay evidence, I do not doubt the credibility of the process server or his statement that he was informed that a concierge provided the intercom code. However, the process server does not identify who told him this information, so I am not able to assess its reliability. As a result, I give limited weight to the process server's evidence about how the Former Landlord obtained the intercom code.

[27] The process server also says that he obtained the complainant's unit number from a Summons to a Payment Hearing. I have no information about how the complainant's unit number was obtained for use on that form, so the process server's evidence does not help me determine whether Carefree disclosed the complainant's unit number to the Former Landlord.

[28] I am not persuaded that the other evidence the complainant relies on demonstrates that Carefree disclosed his personal information. The complainant asserts that his phone call with the Carefree customer service representative and his contemporaneous complaints are evidence of disclosure. However, in the

²⁴ Complainant's reply submission at page 21.

²⁵ *Ibid* at page 17.

²⁶ *Ibid* at page 5.

²⁷ *Ibid* at page 13.

recording and transcript of the phone call, the Carefree customer service representative does not admit that a Carefree concierge disclosed the complainant's personal information. Additionally, while the complainant's contemporaneous complaints to the Vancouver Police Department, Rancho and others show that he raised concerns about the Former Landlord obtaining his unit number and intercom code, they do not establish that Carefree disclosed that information to the Former Landlord.

[29] Additionally, I find the argument that the Employee provided the complainant's personal information to the Former Landlord during their interactions as realtors to be speculative and unsupported by any evidence. I am also not persuaded that Carefree's actions following the breach are indicative of a cover-up.

[30] Overall, there is not sufficient evidence or argument before me to establish, on a balance of probabilities, that a Carefree concierge disclosed the complainant's unit number or intercom code to the Former Landlord. I do not have any evidence about how the Former Landlord acquired the complainant's unit number, so I am not satisfied that a Carefree concierge disclosed that information to the Former Landlord. I give limited weight to the process server's evidence about the intercom code, and in the absence of corroborating evidence, I am unable to conclude that a Carefree concierge disclosed the complainant's intercom code to the Former Landlord.

[31] For these reasons, I am not satisfied that Carefree disclosed the complainant's unit number or intercom code to the Former Landlord.

Section 34

[32] Section 34 says that an organization must protect personal information in its custody or under its control by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.

[33] To meet the reasonableness standard for security arrangements, organizations must ensure that they have appropriate physical, administrative and technical safeguards.²⁸ The reasonableness of security arrangements is measured on an objective basis. The factors to consider when determining whether security arrangements are reasonable in the circumstances include:

- the sensitivity of the personal information;
- the foreseeability of a privacy breach and resulting harm;

²⁸ Order P17-01, 2017 BCIPC 05 at para 61.

- the generally accepted or common security practices in a particular sector or kind of activity;
- the medium and format of the record containing the personal information;
- the prospect of criminal activity or other intentional wrongdoing; and
- the cost of security measures.²⁹

[34] Therefore, in order to determine the reasonableness of an organization's security arrangements, it is necessary to determine what personal information is in its custody or under its control.

[35] The extent of the complainant's personal information under Carefree's custody or control is unclear to me from the parties' submissions. However, Carefree does not dispute that it had custody or control of the complainant's unit number and intercom code while it was providing concierge services at the Building. It is also clear that the complainant was concerned about Carefree's protection of his unit number and intercom code while it was providing concierge services at the Building. Therefore, in my analysis under s. 34, I will consider whether Carefree made reasonable security arrangements to protect the complainant's unit number and intercom code while it provided concierge services at the Building.

[36] Carefree says that its staff receive privacy and confidentiality training and those obligations are clearly set out in its employment contracts.³⁰

[37] The complainant says the lack of logs, policies and sworn affidavits from Carefree show that it failed to implement reasonable safeguards.³¹

[38] Carefree does not provide any details about the content or frequency of its privacy and confidentiality training and it does not explain what its employment agreements say about privacy and confidentiality. Additionally, Carefree has not identified any physical or technical safeguards that it used to protect the complainant's unit number and intercom code. As a result, I am not satisfied that Carefree had adequate administrative, physical or technical safeguards to protect the complainant's unit number and intercom code against the risks set out in s. 34.

[39] Based on all of the above, I conclude that Carefree did not protect the complainant's unit number and intercom code by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.

²⁹ *Ibid* at paras 62-63; Order P15-01, 2015 BCIPC 20 at para 54.

³⁰ Carefree's response submission at para 7.

³¹ Complainant's reply submission at page 13.

What is the appropriate remedy?

[40] In addition to an order finding that Carefree breached ss. 6 and 34, the complainant seeks additional relief, including:

- Orders for Carefree to produce internal documents relating to the complainant, privacy training materials and policy manuals, and conflict of interest disclosures of concierge staff, or a sworn affidavit confirming that those records were never created or maintained.
- Governance reforms for Rancho and Carefree, including written access code management policies, conflict-of-interest safeguards, annual privacy training, recordkeeping protocols, and accountability measures.
- Formal acknowledgement of the continuing impact of the breach and recognition that the breach is part of a “sustained pattern of intimidation, reprisal, and misuse of private information.”

[41] The commissioner’s order making powers upon completing an inquiry, which are set out in s. 52, do not include the remedies the complainant seeks. However, under s. 52(2)(a), the commissioner may require that a duty imposed under PIPA, such as s. 34, be performed. In some previous OIPC orders, adjudicators have determined that there was no need to issue an order requiring that a duty imposed under PIPA be performed in the particular circumstances.³²

[42] As set out earlier, Carefree was terminated as the Building’s concierge service provider and no longer provides services at the Building. As a result, I am not satisfied that Carefree still has custody or control of the complainant’s unit number or intercom code.³³ I do not find it appropriate to order Carefree to perform its duty to protect personal information that I am not satisfied is in its custody or control. Therefore, although I have found that a violation of s. 34 occurred, I decline to make an order requiring Carefree to perform its duty to protect the complainant’s personal information in accordance with s. 34.

CONCLUSION

[43] I found above that the evidence does not establish that Carefree disclosed the complainant’s unit number or intercom code to the Former Landlord. I also found that Carefree did not make reasonable security arrangements to protect the complainant’s unit number and intercom code in accordance with s. 34.

³² Order P06-03, 2006 CanLII 32981 (BC IPC) at paras 21-22; Order P19-03, 2019 BCIPC 42 at para 64.

³³ Section 35(2) imposes a duty on organizations to destroy documents containing personal information or remove the means by which it can be associated with particular individuals, as soon as it is reasonable to assume that (a) the purpose for which that personal information was collected is no longer being served by retention of the personal information, and (b) retention is no longer necessary for legal or business purposes.

[44] Section 52(2)(a) says that I may, by order, require that Carefree perform a duty imposed under PIPA. In the circumstances of this case, I decline to make an order under s. 52(2)(a).

November 13, 2025

ORIGINAL SIGNED BY

Elizabeth Vranjkovic, Adjudicator

OIPC File No.: P24-96041 and P24-96044