



Order P26-01

WESTBANK PACIFIC REALTY CORPORATION

Lisa Siew
Adjudicator

January 22, 2026

CanLII Cite: 2026 BCIPC 6
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Summary: An individual complained to the Office of the Information and Privacy Commissioner that Westbank Pacific Realty Corporation (Westbank) disclosed their personal information contrary to ss. 17 and 18 of the *Personal Information Protection Act* (PIPA). At an inquiry into the alleged privacy breach, the adjudicator found Westbank disclosed some of the individual's personal information and those disclosures were not authorized under ss. 17 and 18 of PIPA. The adjudicator required Westbank to stop disclosing the individual's personal information in contravention of ss. 17 and 18 of PIPA.

Statutes and sections considered in the order: *Personal Information Protection Act*, SBC 2003 c. 63, ss. 1 (definition of "contact information", "employee personal information", "personal information" and "work product information"), 10(1)(a), 17, 18, 48(1)(b), 48(2), 52(1), 52(3)(e), 52(5)(c), 56(1)(c), 56(1)(d), 56(2)(b) and 57(1). *Interpretation Act*, RSBC 1996, c. 238, s. 29 (definition of "person").

INTRODUCTION

[1] This inquiry is about an individual's complaint (the Complainant) that Westbank Pacific Realty Corporation (Westbank) contravened the *Personal Information Protection Act* (PIPA) by improperly disclosing his personal information. The Complainant was a tenant of a rental unit in a building that was managed by Westbank.

[2] At the time of the alleged privacy breaches, Westbank co-owned the building through a limited partnership called PW Comox Development Limited Partnership and another company named PW Comox Holdings Ltd.¹ I will collectively refer to these two entities as the Third Parties.

¹ Email from Westbank's General Counsel to Registrar dated June 25, 2025.

[3] The Complainant requested the Office of the Information and Privacy Commissioner (OIPC) investigate the matter. The OIPC's investigation process did not resolve the dispute between the parties, and the matter was forwarded to this inquiry. The Complainant and Westbank provided submissions for the inquiry.²

[4] In accordance with s. 48 of PIPA, the OIPC notified the Third Parties of the inquiry and invited them to participate. The Third Parties did not provide any submissions for the inquiry.³

ISSUES AND BURDEN OF PROOF

[5] The issues I must decide in this inquiry are as follows:

1. Did Westbank disclose the Complainant's "personal information"?
2. If so, was the disclosure authorized under ss. 17 and 18 of PIPA?
3. If the disclosure was not authorized under ss. 17 and 18 of PIPA, what is the available remedy?

[6] Section 51 of PIPA sets out which party has the burden of proof at an inquiry, but it does not identify which party has the burden of proof for the above-noted issues. However, previous OIPC orders that have considered disclosure complaints under PIPA have determined that in the absence of a statutory burden of proof, it is up to each party to provide evidence and argument to support their positions.⁴ I adopt that approach here.

DISCUSSION

Background

[7] Westbank was responsible for managing a residential rental building (the Building), which included handling all tenancy-related matters.⁵ Some time ago, the Complainant rented an apartment in the Building.

² Westbank's submissions contain some information that could qualify as mediation material, which the OIPC typically does not allow to preserve the integrity of the mediation process. However, the OIPC's Registrar of Inquiries approved Westbank's submissions and none of the parties have informed me that they disagree with the Registrar's decision. The Complainant has also addressed those materials in his submissions. Therefore, I have considered this material as part of my decision.

³ As part of the inquiry, I determined the Third Parties had received sufficient notice of the inquiry and were given an opportunity to participate: OIPC letter to the parties dated January 7, 2026.

⁴ For example, Order P21-02, 2021 BCIPC 10 (CanLII) at para. 3.

⁵ Unless otherwise noted, the information in this background section is compiled from the parties' submissions and evidence. The parties have an extensive history and have been engaged in

[8] Several months into the Complainant's tenancy, the elevators in the Building started to malfunction and required repairs. The Complainant's rental apartment was located next to the elevators. The Complainant informed Westbank employees that his use and enjoyment of the apartment was being negatively impacted by noise from the malfunctioning elevators and from the maintenance work.

[9] To resolve the Complainant's concerns about the elevator noise, Westbank arranged for the Complainant to move to another apartment in the Building. The move was formalized through a new tenancy agreement and the Complainant moved into the new apartment in 2020. Only the Third Parties were noted in the tenancy agreement as the landlord.

[10] In late 2021, the Complainant informed Westbank employees that the individual living above his apartment was causing noise disturbances and other nuisances that negatively impacted him. I will refer to this individual as the Tenant. Over the course of several months, Westbank employees communicated with both the Complainant and the Tenant about the alleged disturbances, but the matter was not resolved.

[11] Eventually, Westbank offered to help the Complainant find a new unit at any of its other rental properties, but the relocation did not occur even though the Complainant was willing to relocate. The Complainant continued to reside in the new apartment and communicate with Westbank employees about the Tenant and other matters.

[12] In August 2023, Westbank served the Complainant a "Landlord's One Month Notice to End Tenancy For Cause" (the Eviction Notice). The Complainant later successfully applied to the Residential Tenancy Branch (RTB) to cancel the Eviction Notice. The RTB proceedings included two hearings conducted by conference call, an interim decision, and further written submissions. The Tenant was a witness for the landlord in the proceedings and gave oral testimony.

[13] In May 2024, the Complainant requested Westbank provide him with access to his personal information, specifically any information that Westbank and its employees or agents had disclosed to others or had received from others about him. The Complainant was dissatisfied with Westbank's response and complained to the OIPC that Westbank did not conduct an adequate search as required under PIPA. An OIPC investigator reviewed the matter and eventually concluded Westbank's search was reasonable and closed the adequate search complaint file.

several disputes; however, this background section only summarizes the information relevant to the issues in this inquiry.

Is Westbank subject to PIPA?

[14] Section 3(1) states that PIPA applies to every organization. PIPA defines an organization to include “a person, an unincorporated association, a trade union, a trust or a not for profit organization.” Under the *Interpretation Act*, a “person” includes a corporation.⁶ Westbank is a corporation⁷ and the parties do not dispute that it qualifies as an organization and is, therefore, subject to PIPA.

Was there a disclosure of the Complainant’s personal information?

[15] The Complainant alleges Westbank, through its employees, breached his privacy by disclosing his personal information to the Tenant in the following ways:

- Disclosing the Complainant’s rental history in the Building.
- Disclosing the Complainant’s reasons for relocating to a different apartment in the Building.
- Disclosing the Complainant’s discussions with Westbank employees about a potential relocation from his current apartment to a different rental unit.⁸

[16] The Complainant provided some documentary evidence in an attempt to prove the Tenant knows this information about him, such as copies of emails and an audio recording of a RTB hearing where the Tenant gave sworn testimony. The Complainant says the relevant information was known only by Westbank employees and that he did not share this information with the Tenant or anyone else in the Building. The Complainant also says he never met or previously spoke with the Tenant because they live on different floors with access to each floor restricted and controlled by fobs.⁹ Therefore, the Complainant argues the Tenant could only have received this information from Westbank employees.

[17] Westbank characterizes the Complainant’s argument as “flawed” and “speculative” and “unsupported by the evidence.”¹⁰ It submits “no reasonable inference can be drawn from the evidence” to prove it made any of the alleged unauthorized disclosures.¹¹ It argues the Tenant could have obtained the Complainant’s personal information from another source such as “friends, neighbours or visitors to the building.”¹²

⁶ RSBC 1996, c 238 at s. 29.

⁷ Complainant’s submission dated December 22, 2025 at Exhibit 45.

⁸ Complainant’s initial inquiry submission at paras. 9 and 37.

⁹ Complainant’s initial inquiry submission at para. 27.

¹⁰ Westbank’s submission dated July 2, 2025 at paras. 23 and 24.

¹¹ Westbank’s submission dated July 2, 2025 at para. 23.

¹² Westbank’s submission dated July 2, 2025 at para. 23.

[18] Westbank also specifically denies making any of the alleged disclosures. As proof, Westbank says its search of records in response to the Complainant's May 2024 access request revealed no evidence that it improperly disclosed the Complainant's personal information and that an OIPC investigator found its search was reasonable. Therefore, Westbank argues those factors mean there is no evidence that it made the alleged disclosures and the complaint should be dismissed.¹³

[19] In response, the Complainant submits Westbank's reliance on what happened in another OIPC file based on different issues and other PIPA provisions does not mean Westbank did not commit the alleged disclosures. The Complainant says the adequate search complaint did not review any "unreleased materials" relevant to this inquiry and was made and investigated after the unauthorized disclosures at issue in this inquiry.¹⁴ The Complainant also says Westbank's alternative explanations about the source of the disclosures are "illogical and ignore direct evidence of [the Tenant] its own witness" in the RTB proceeding.¹⁵

[20] I will address each of the alleged disclosures below. In conducting the necessary analysis, I have taken into account that PIPA governs the collection, use and disclosure of "personal information," therefore, the information at issue must qualify as "personal information" for PIPA to apply.

[21] Section 1 of PIPA defines "personal information" as information about an identifiable individual. Information is about an identifiable individual if it is reasonably capable of identifying a particular individual, either alone or when combined with other available sources of information, or is collected, used or disclosed for a purpose related to that individual.¹⁶ The definition of personal information in PIPA includes employee personal information but does not include "contact information" or "work product information." The terms "contact information," "employee personal information" and "work product information" are also defined under s. 1 of PIPA and I have considered those definitions.

[22] As I will explain, I am persuaded that Westbank disclosed some of the Complainant's personal information.

The Complainant's rental history in the Building

[23] The Complainant alleges a Westbank employee told the Tenant that the Complainant "previously lived in another unit in the building."¹⁷ I am satisfied this

¹³ Westbank's submission dated July 2, 2025 at paras. 26-27.

¹⁴ Complainant's reply submission at paras. 2-4.

¹⁵ Complainant's reply submission at para. 6.

¹⁶ Order P12-01, 2012 BCIPC 25 (CanLII) at para. 85.

¹⁷ Complainant's initial inquiry submission at para. 9.

information would qualify as the Complainant's personal information and the parties did not dispute this point. Westbank denies any of its employees provided this information to the Tenant.

[24] The Complainant provided supporting evidence that shows the Tenant knew this information about the Complainant.¹⁸ However, what is unclear to me is how the Tenant obtained this information about the Complainant. I find there is not enough information or evidence to support the Complainant's allegation that a Westbank employee disclosed this information to the Tenant.

[25] The Complainant argues the Tenant could only have received his personal information from a Westbank employee because the Complainant says he never met or spoke with the Tenant and did not share this information with anyone else in the Building. However, the fact that the Complainant previously lived in another unit in the building may have been observable to residents and guests, especially considering the Building has shared common spaces such as a mailroom and elevators, or to other individuals such as couriers, delivery drivers or tradespeople. Given how accessible this information about the Complainant may be to other individuals, I am not satisfied that it was a Westbank employee that disclosed this personal information about the Complainant to the Tenant.

The Complainant's reasons for relocating to a different apartment

[26] The Complainant alleges a Westbank employee told the Tenant that the Complainant moved from his previous apartment to a different apartment in the Building because of "elevator noise."¹⁹ The Complainant provided evidence that shows the Tenant knew the Complainant moved to a different apartment because of the elevator noise problems.²⁰ I am satisfied this information would qualify as the Complainant's personal information and the parties did not argue otherwise.

[27] Westbank denies any of its employees provided this information about the Complainant to the Tenant and argues the Tenant could have obtained it from another source such as "friends, neighbours or visitors to the building."²¹ However, I find the fact that the Complainant moved from his previous apartment to a different apartment because of elevator noise is not easily observable or accessible information. Someone would have to know the Complainant complained about the elevator noise to Westbank employees, that the Complainant requested a move because of the noise, and that the Complainant

¹⁸ Complainant's initial inquiry submission at paras. 9-13 (supporting exhibits cited in those paragraphs) and audio recording of a RTB hearing provided by the Complainant (Exhibit 10).

¹⁹ Complainant's initial inquiry submission at para. 9.

²⁰ Complainant's initial inquiry submission at paras. 11-13 (and supporting exhibits cited in those paragraphs) and audio recording of a RTB hearing provided by the Complainant (Exhibit 10).

²¹ Westbank's submission dated July 2, 2025 at para. 23.

and Westbank agreed and arranged for the Complainant to move to a different apartment in the Building because of the elevator noise problems.

[28] Westbank did not deny that its employees knew this information about the Complainant. The Complainant also provided supporting evidence that shows certain Westbank employees, including the Building's property manager, knew all this information about the Complainant and that this information would be accessible to other Westbank employees through documented email communications and tenancy-related records such as a "mutual agreement to end lease" and a new tenancy agreement.²² The Complainant says, and I accept, that he never met or spoke with the Tenant and did not share this information with anyone else in the Building. Therefore, given the lack of other plausible alternatives, I find it more probable than not that a Westbank employee disclosed this personal information about the Complainant to the Tenant.

The Complainant's discussions with Westbank about a potential relocation

[29] The Complainant alleges a Westbank employee told the Tenant that the Complainant had spoken with a Westbank employee about a potential "relocation to a different unit" as a way to resolve the issues that the Complainant had with the Tenant.²³ The Complainant provided evidence that shows he spoke with the Building's property manager at the time about the possibility of relocating to a different unit because of the Complainant's concerns about the Tenant's behaviour. I am satisfied this information would qualify as the Complainant's personal information and the parties did not argue otherwise.

[30] What is not clear to me, however, is whether the Tenant knew this information about the Complainant. None of the materials provided for my review shows the Tenant knew the Complainant had discussions with a Westbank employee about a potential relocation to resolve the dispute between the Complainant and the Tenant. Instead, I find the Complainant's evidence shows that:

- The Tenant thinks the Building's previous property manager (Manager) asked the Complainant to voluntarily move out of the Building "due to an inability to deal with the noise of having neighbours."²⁴
- The Tenant knew the contents of a specific communication between the Complainant and the Manager.²⁵

²² Complainant's initial inquiry submission at paras. 3-4 (and supporting exhibits cited in those paragraphs).

²³ Complainant's initial inquiry submission at paras. 14, 18 and 27.

²⁴ Complainant's initial inquiry submission at paras. 21 and 22 (and supporting exhibits cited in those paragraphs).

²⁵ Complainant's initial inquiry submission at paras. 25-26.

[31] Given what the Complainant says in his submissions, I understand the Complainant objects to the Tenant knowing this other information about him, which I find qualifies as the Complainant's personal information. Therefore, I will consider whether a Westbank employee disclosed this other information about the Complainant to the Tenant.

[32] The Complainant provided a copy of an audio recording from an RTB hearing and transcribed parts of that recording in his submission. In the audio recording, the Tenant says the "landlord" told him the Complainant "was being asked to vacate the building."²⁶ The Complainant provided evidence, which I accept, that shows the Tenant's use of the word "landlord" in their testimony at the RTB hearing refers to the Manager.²⁷ Westbank did not specifically address or dispute the Tenant's admission that the Manager provided him with this information about the Complainant. Therefore, based on the materials before me, I accept that the Manager told the Tenant that the Complainant was being asked to vacate the building.

[33] In the audio recording, the Tenant also refers to a communication between the Complainant and the Manager. The Complainant provided for my review a copy of an email which was sent to him by the Manager as part of a discussion about an issue involving the Tenant (Email). I can see that the Tenant in his RTB testimony quotes, almost verbatim, the contents of the Email. Westbank did not deny that the Tenant's RTB testimony quotes directly from the Email. I also note the Email included only the Manager and the Complainant and was copied to two Westbank general email addresses.

[34] The Complainant alleges a Westbank employee forwarded the Email to the Tenant. I find it more probable than not that a Westbank employee disclosed this information to the Tenant given the similarities between the contents of the Email and the Tenant's testimony. It is not apparent, and Westbank did not sufficiently explain, how the Tenant could otherwise have known about or received this specific and detailed information about the Complainant's conversation with the Manager. There is nothing in the materials before me to suggest that anyone other than a Westbank employee could have gained access to this information and provided it to the Tenant.

[35] Westbank argues none of its employees made the disclosures at issue in this inquiry because there are no documents that show an employee disclosed the Complainant's personal information to the Tenant and because an OIPC investigator concluded Westbank had conducted an adequate search in response to the Complainant's May 2024 access request. However, Westbank

²⁶ Complainant's initial inquiry submission at para. 25.

²⁷ Complainant's initial inquiry submission at paras. 21-22 (and supporting exhibits cited in those paragraphs).

fails to realize that PIPA is not limited to recorded information but also applies to unrecorded information about an individual such as information disclosed through verbal communications.²⁸ The definition of “personal information” in PIPA includes information about an identifiable individual, even if that information is not recorded information.²⁹

[36] I also note that Westbank admitted to the Complainant that it did not keep certain documents that may have been responsive to the Complainant’s May 2024 access request such as text messages and phone records from past employees.³⁰ Furthermore, the Complainant submits, and I agree, that the outcome of the adequate search complaint does not dictate how the issues in this inquiry should be decided because the investigator did not review any materials relevant to this inquiry. As well, the adequate search complaint was based on different PIPA provisions and requirements, and it focused on Westbank’s search methodology and a limited set of records.

[37] Therefore, for all those reasons, I am not persuaded by Westbank’s argument that the disclosures at issue in this inquiry did not happen because it could not find any documents that expressly show that a Westbank employee disclosed the Complainant’s personal information to the Tenant and because an OIPC investigator concluded Westbank’s search for responsive records was adequate.

[38] To conclude, based on the materials before me, I find it more probable than not that Westbank disclosed some of the Complainant’s personal information to the Tenant. I will consider below whether those disclosures were authorized under ss. 17 or 18 of PIPA.

Was the disclosure of personal information authorized under PIPA?

[39] An organization is permitted to disclose personal information in its control if that disclosure is authorized under PIPA. Section 6 provides that an organization may only collect, use, or disclose personal information about an individual in the following circumstances:

- Under s. 6(2)(a), the individual gives consent to the collection, use or disclosure. This is often referred to as “express” or “explicit” consent.
- Under s. 6(2)(b), PIPA authorizes the collection, use or disclosure without the consent of the individual.

²⁸ Order P19-03, 2019 BCIPC 42 (CanLII) at paras. 13, 31 and 33.

²⁹ Order P19-03, 2019 BCIPC 42 (CanLII) at para. 35.

³⁰ Exhibit E of Westbank’s submission dated July 2, 2025 – “Reply letter from [Westbank] to Complainant regarding the Missing Information Complaint.”

- Under s. 6(2)(c), PIPA deems the collection, use or disclosure to be consented to by the individual. This is often referred to as “deemed”, “implicit” or “implied consent.”³¹

[40] There is nothing in the materials before me to indicate that express consent or deemed consent are applicable here. For example, none of the parties argued the Complainant expressly consented or gave implied consent to the disclosures at issue in this inquiry. Instead, based on the investigator’s fact report, the Notice of Inquiry and the parties’ submissions, the provision to consider is s. 6(2)(b) and whether the disclosures at issue were authorized without the Complainant’s consent under ss. 17 (limitations on disclosure of personal information) and 18 (disclosure of personal information without consent) of PIPA.

[41] Section 17 states:

Subject to this Act, an organization may disclose personal information only for purposes that a reasonable person would consider are appropriate in the circumstances and that

- a) fulfill the purposes that the organization discloses under section 10(1),
- b) for information collected before this Act comes into force, fulfill the purposes for which it was collected, or
- c) are otherwise permitted under this Act.

[42] Section 17 has a two-part requirement. The first part of the s. 17 analysis requires that the purpose of the disclosure be, in the eyes of a reasonable person, appropriate in the circumstances. The second part of the s. 17 analysis requires compliance with either ss. 17(a), (b) or (c). I will first consider the second part of the s. 17 analysis. If I find ss. 17(a), (b) or (c) do not apply, then it is not necessary for me to consider the first part of the s. 17 analysis.

[43] I find the requirements under s. 17(a) have not been met because there is no evidence that Westbank fulfilled the requirements under s. 10(1). Section 10(1)(a) says that on or before collecting personal information about an individual from the individual, the organization must disclose to the individual, either verbally or in writing, the purposes for the collection of the information. Westbank provided no evidence or explanation establishing whether, when or how it provided the Complainant with a clear verbal or written statement about the purposes for the collection of his personal information in the way ss. 17(a) and 10(1)(a) require.

[44] I also find s. 17(b) is not applicable here because PIPA was already in force when the Complainant’s personal information at issue here was collected.

³¹ Order P23-08, 2023 BCIPC 76 (CanLII) at para. 60.

[45] The remaining provision is s. 17(c) which allows an organization to disclose personal information when the disclosure is permitted under PIPA. Under s. 18 of PIPA, an organization is permitted to disclose personal information about an individual without their consent in specific circumstances.

[46] Westbank cites only s. 18(1)(j) of PIPA.³² Section 18(1)(j) allows an organization to disclose personal information about an individual without their consent if the disclosure is to a public body or a law enforcement agency in Canada, concerning an offence under the laws of Canada or a province, to assist in an investigation, or in the making of a decision to undertake an investigation in the following circumstances: (i) to determine whether the offence has taken place, or (ii) to prepare for the laying of a charge or the prosecution of the offence. However, Westbank does not explain how the requirements under s. 18(1)(j) have been met and I am not satisfied that s. 18(1)(j) applies here. I found Westbank disclosed some of the Complainant's personal information to the Tenant and there is no evidence that the Tenant is a public body or is part of a Canadian law enforcement agency as required under s. 18(1)(j).

[47] I have also considered the other provisions under s. 18 and it is not apparent to me how any of those other provisions apply here. I was not provided with any explanation or evidence that would assist me in understanding how the requirements under those other s. 18 provisions have been met. Therefore, I conclude s. 17(c) has not been satisfied because Westbank was not permitted under s. 18 of PIPA to disclose the Complainant's personal information to the Tenant without the Complainant's consent.

What is the available remedy under PIPA for an unauthorized disclosure?

[48] I found Westbank's disclosure of the Complainant's personal information was not authorized under ss. 17 and 18 of PIPA. The parties disagree on the appropriate remedy to address these contraventions of PIPA.

Parties' positions on remedies

[49] As a remedy for Westbank's unauthorized disclosure of his personal information, the Complainant has requested that Westbank and the Third Parties be issued a fine under s. 56(2)(b) for violating ss. 56(1)(c) and 56(1)(d) of PIPA.³³ Those provisions state:

56(1) Subject to subsection (2), an organization or person commits an offence if the organization or person

³² Westbank's submission dated July 2, 2025 at para. 1.

³³ Complainant's reply submission at para. 63.

(c) obstructs the commissioner or an authorized delegate of the commissioner in the performance of his or her duties or powers under this Act,

(d) knowingly makes a false statement to the commissioner, or knowingly misleads or attempts to mislead the commissioner, in the course of the commissioner's performance of his or her duties or powers under this Act,

(2) An organization or person that commits an offence under subsection (1) is liable,

(a) if an individual, to a fine of not more than \$10 000, and

(b) if a person other than an individual, to a fine of not more than \$100 000.

[50] For a variety of reasons, the Complainant argues ss. 56(1)(c) and 56(1)(d) apply because Westbank's conduct in this inquiry and in other OIPC proceedings "demonstrates a pattern of deliberate misrepresentations and knowingly providing false statements to the OIPC."³⁴

[51] Westbank submits the OIPC does not have the jurisdiction under PIPA to award damages or penalties.³⁵ Alternatively, if any penalties or damages are to be awarded, Westbank argues they "should be minimal given that no harm has been alleged to have been suffered, much less proven" and because it "has diligently complied with all directions and requests related to this matter."³⁶

[52] In response, the Complainant says the unauthorized disclosures have caused him harm because those disclosures were part of a "broader, malicious, biased harassment campaign waged by Westbank and the Third Parties" against him and was done to deliberately damage his name, reputation and the quiet enjoyment of his tenancy.³⁷

Analysis and findings on remedies

[53] As I will explain, I do not have the authority under PIPA to grant the Complainant's request to issue Westbank a fine, nor do I have the authority to award the Complainant damages for any alleged harm caused by the unauthorized disclosures at issue.

[54] Section 56 makes it an offence under PIPA for an organization or a person to engage in certain misconduct, including obstructing the Commissioner or their delegate in the performance of their duties or powers under PIPA. However, the

³⁴ Complainant's reply submission at para. 62.

³⁵ Westbank submission dated July 2, 2025 at para. 25.

³⁶ Westbank submission dated July 2, 2025 at para. 25.

³⁷ Complainant's reply submission at paras. 7 and 51-53.

decision to lay charges and prosecute an organization for an offence under PIPA is made by the BC Prosecution Service. Upon conviction, s. 56(2) allows a court to issue a fine ranging from up to \$10,000 or \$100,000 depending on whether the offender is an individual or an organization. To be clear, the Commissioner or their delegate is not responsible for charging or prosecuting an alleged offender under s. 56(1), nor does the OIPC issue the monetary penalties available under s. 56(2).³⁸

[55] The Commissioner or their delegate is also not responsible and does not have the jurisdiction to award damages arising from an organization's breach of PIPA. Instead, the responsibility for seeking damages rests with the individual, and the appropriate forum to seek those damages is the BC Supreme Court which has the jurisdiction to hear and decide on claims for damages arising from contraventions of PIPA.³⁹ Section 57(1) of PIPA is the provision that deals with damages and it gives individuals a statutory right of action for damages arising out of an organization's breach of its obligations under PIPA. For this cause of action to arise though, the Commissioner or their delegate must have issued an order under PIPA against the organization, and any appeals of that order must have been exhausted or expired so the order is final. Moreover, under s. 57(1), the individual is limited to recovering damages for actual harm suffered due to the organization's breach and must file and prove their claim in the BC Supreme Court.⁴⁰

[56] The only available remedies that I can order for Westbank's unauthorized disclosure of the Complainant's personal information are found in s. 52 of PIPA. Section 52 stipulates what orders can be made at the conclusion of an inquiry. For the issues in this inquiry, the order that I can make is dictated by s. 52(3)(e), which allows me to "require an organization to stop collecting, using or disclosing personal information in contravention of this Act, or confirm a decision of an organization to collect, use or disclose personal information."⁴¹

[57] I found Westbank's disclosure of the Complainant's personal information was not authorized under ss. 17 and 18 of PIPA. Therefore, the only remedy available for these contraventions of PIPA is an order under s. 52(3)(e) requiring Westbank to stop its unauthorized disclosure of the Complainant's personal information.

³⁸ Even if the Commissioner or their delegate did have the authority to issue a fine under s. 56, it is not apparent to me that the Complainant's current argument and evidence about Westbank's alleged misconduct would be sufficient to establish the requirements under s. 56 have been satisfied and warrant a monetary penalty.

³⁹ *Moon v. International Alliance of Theatrical Stage Employees (Local 891)*, 2024 BCSC 1560 (CanLII) at para. 225.

⁴⁰ *Ibid.*

⁴¹ Sections 52(1) and 52(3)(e) of PIPA.

[58] I understand the Complainant may find this remedy inadequate to address the unauthorized disclosure of his personal information and the time and effort he has expended in defending his privacy rights under PIPA. However, my authority to address an organization's contravention of PIPA is limited to the remedies available under PIPA, which does not include the authority to issue a fine or award damages for an organization's unauthorized disclosure of a complainant's personal information.

CONCLUSION

[59] For the reasons discussed above, I have found Westbank's disclosure of the Complainant's personal information was not authorized under ss. 17 and 18 of PIPA. Accordingly, under ss. 52(1) and 52(3)(e) of PIPA, I require Westbank to stop disclosing the Complainant's personal information in contravention of ss. 17 and 18 of PIPA.

[60] In accordance with s. 52(5)(c) of PIPA, the OIPC's Registrar of Inquiries will provide the Third Parties with a copy of this order because they were appropriate persons given notice under s. 48.

January 22, 2026

ORIGINAL SIGNED BY

Lisa Siew, Adjudicator

OIPC File No.: P23-94289