

**Report on Former Mayor John Tory's
Conduct concerning a Personal Relationship**

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Integrity Commissioner**

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ICT

OFFICE OF THE
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COMMISSIONER**
TORONTO

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A. INTRODUCTION

1. This is the report of my inquiry under s. 160 of the *City of Toronto Act, 2006* into the conduct of John Tory concerning his personal relationship with Ms. A¹, which began while he was Mayor of Toronto and she worked in his office.
2. On February 10, 2023, the same night he announced his intention to resign the office of Mayor, Mr. Tory requested I investigate his conduct. I have done so.
3. My inquiry considered six issues and in two cases I have found that Mr. Tory did violate the Code of Conduct for Members of Council (Code of Conduct).
4. My report outlines the process my inquiry followed, describes the relevant City policies, sets out the evidence I considered and the principles I applied in making my findings and recommendations. As required, before finalizing my report to Council, I provided Mr. Tory the opportunity to review and comment on it. Having done so, Mr. Tory has accepted almost all of my factual findings and has accepted my conclusion that in two cases he did violate the Code of Conduct.

B. EXECUTIVE SUMMARY

5. Ms. A worked in the Mayor's Office from January 2018 to March 2021. She was responsible for supporting Mr. Tory at events, including official travel. When the pandemic hit in March 2020, Ms. A began supporting Mr. Tory on other matters and their relationship evolved from being a professional relationship.
6. Mr. Tory and Ms. A began a consensual personal relationship in the summer of 2020. When his wife learned of this, Mr. Tory told his wife he would end it. With his wife's knowledge, Mr. Tory emailed Ms. A advising her their personal relationship had to end but that they could still work together. However, Mr. Tory resumed the relationship. After his wife learned this, she and Mr. Tory retained someone who was close to them, to help them address what Mr. Tory perceived was a personal matter. However, this was not simply a personal matter.

¹ This report anonymizes "Ms. A" to respect her privacy.

7. Relationships between a person in authority and someone who works for them need to be managed according to the City's human resources policies which are incorporated into the Code of Conduct. City policies require that a safe workplace is maintained. For Members of Council, the Code of Conduct additionally requires them to ensure that they do not:
 - 1) use City resources for private purposes; or,
 - 2) improperly use their influence to benefit someone personally close to them who is in their office, when that person is seeking a new job, or where they find a new job.
8. For these reasons, my inquiry has had to review Mr. Tory's official trips, the promotion and a later position upgrade that Ms. A received in the Mayor's Office, how she obtained a job at the Scarborough Health Network Foundation (SHNF), and how she obtained a secondment from there to work part-time for Maple Leaf Sports and Entertainment (MLSE) on the FIFA 2026 World Cup (World Cup).
9. Ms. A subsequently left SHNF to work for MLSE part-time before Toronto was approved to host the World Cup and was hired full-time after it was approved. As Mr. Tory was in a personal relationship with Ms. A at the same time he was closely involved in the planning for hosting the World Cup and voted on these matters, my inquiry has had to consider that issue.
10. Finally, relationships between a person in authority and someone who works for them are not only a conflict of interest but reflect a significant power imbalance. If such relationships are not disclosed and managed appropriately, it may be necessary to investigate whether there has been sexual harassment in the workplace. My inquiry has also considered this issue.
11. My findings and recommendations are summarized below.

Issue 1: Did Mr. Tory violate the City's Human Rights and Anti-harassment/discrimination Policy and, therefore, violate Article XIV (Discreditable Conduct)?

12. No.
13. To find someone has contravened the sexual harassment provision in the City's Human Rights and Anti-harassment/discrimination Policy (HRAP), all three elements of this test must be met:
 - 1) There must be a sexual solicitation or advance;

- 2) The person making the sexual solicitation or advance must be in a position to confer, grant or deny a benefit or advancement to a worker; and
- 3) The person making the solicitation or advance knows or ought reasonably to know that the sexual solicitation or advance is unwelcome.

14. In the summer of 2020, Mr. Tory first expressed his romantic affection for Ms. A and initiated physical contact with her, albeit of a limited nature. For purposes of the first element of this test, this qualified as a “sexual solicitation or advance” towards Ms. A.
15. Mr. Tory, during Ms. A’s employment in the Mayor’s Office, was in a position to “confer, grant or deny a benefit or advancement” to Ms. A. This met the second part of the test.
16. Ms. A was clear she did not feel pressured by the affection Mr. Tory first showed in summer 2020 and reciprocated it. It was “not unwelcome.” She said: “I never felt I was in jeopardy, or things weren't okay.” They had a consensual relationship, cared for each other, and offered each other emotional support. Thus, Mr. Tory reasonably knew that the affection he showed to Ms. A was not unwelcome. As the third part of the test in HRAP is not met and this means there was no sexual harassment, Mr. Tory did not violate Article XIV (Discreditable Conduct).

Issue 2: Did Mr. Tory fail to observe the terms of the Human Resources Management and Ethical Framework for Members’ Staff and, therefore, violate Article XV (Failure to adhere to Council Policies and Procedures)?

17. Yes.
18. Mr. Tory failed to observe the City of Toronto’s human resources policies. He did not:
 - 1) Disclose the relationship to my Office when it began in order to get advice.
 - 2) Contemporaneously document the measures being adopted to address the issue in the workplace.
 - 3) Seek advice from my Office with respect to the position upgrade provided Ms. A or what support he could provide her in seeking new employment.
 - 4) Respect the established reporting relationships in the Mayor’s Office so as to not isolate Ms. A.
 - 5) Give instruction or direction to his Chief of Staff, who was the person delegated responsibility for managing staff in the Mayor’s Office.

- 6) Respect Ms. A's right to confidentiality in the workplace and to obtain independent advice.
 - 7) Appreciate that the workplace, especially during the pandemic, extended beyond just being physically present in the Mayor's Office at City Hall.
19. The effect of what is noted in 4), 6), and 7), objectively demonstrates that Ms. A was not provided a "safe work environment" as required by the Ethical Framework for Members' Staff. Mr. Tory put his private interests first.
 20. He also did not follow the guidance in the Preamble to arrange his private affairs in a manner that promotes public confidence and bears close public scrutiny.
 21. Because Mr. Tory failed to observe the terms of the Human Resources Management and Ethical Framework for Members' Staff, he violated Article XV (Failure to adhere to Council Policies and Procedures).

Issue 3: Did Mr. Tory use his status as Mayor to improperly influence the senior executives of the Scarborough Health Network Foundation and/or Maple Leaf Sports and Entertainment to have Ms. A work for them after she left the Mayor's Office and, therefore, violate Article VIII (Improper Use of Influence)?

22. No.
23. While Mr. Tory's involvement in the hiring of Ms. A extended beyond providing a typical employer's reference to SHNF, on a balance of probabilities it did not reach the level of an attempt to exercise undue influence.
24. Ms. A wanted to capitalize on her political experience and join the private sector. She relied on her extensive political connections, not just Mr. Tory. Working at SHNF put her in close proximity to MLSE, her career objective.
25. My inquiry has had to carefully discern between what Mr. Tory actually did, from what people thought he might like. Some people invoked Mr. Tory's name to further their interests or did things they would not normally do, anticipating what Mr. Tory might like.
26. MLSE wanted to have Ms. A work for them on the World Cup because of her experience and contacts in the Mayor's Office. Having Ms. A based at SHNF, on a part-time secondment to

MLSE, meant MLSE did not to have to commit to a full-time position while it was not known whether Toronto's World Cup bid would be successful. MLSE executives did not discuss this with Mr. Tory.

27. Before hearing from Mr. Tory, SHNF had already decided to hire Ms. A because of her experience delivering projects involving powerful people. SHNF agreed to the secondment because it was consistent with what MLSE wanted and partially subsidized SHNF's new position. Mr. Tory was not aware of, or involved in, those negotiations.
28. In accordance with the Council policy on providing references, Mr. Tory was entitled to give references and to suggest to others that Ms. A could be considered for employment with them if there were vacancies in their workforces as long as he was honest about her qualifications, and she was suitable for the position.
29. Mr. Tory was a reference at SHNF, and a mentor to Ms. A, as he was permitted to be. After Ms. A left SHNF, Mr. Tory did not provide a reference at MLSE for her and was not otherwise consulted by them about hiring her. Mr. Tory did not violate Article VIII (Improper Use of Influence).

Issue 4: When Mr. Tory voted at Council on "EX31.3 – Update on Toronto's Bid to Participate in the FIFA World Cup 2026" and "EX34.8 – Hosting FIFA World Cup," did he violate Article VIII (Improper Use of Influence)?

30. Yes.
31. From April 2021 onwards, Nick Eaves, the Chief Venues and Operations Officer of MLSE lobbied elected officials and City Officials on World Cup matters. Between April 2021 and August 2022, Ms. A reported to Mr. Eaves and was centrally involved in the steering committee supporting Toronto's World Cup bid. This was well-known to Mr. Tory. His relationship with Ms. A had also resumed in 2022. .
32. The City Manager reported to Council in April 2022 with a status report about the City of Toronto' World Cup bid. Mr. Tory participated in that debate advocating for its adoption because of its legacy benefits to residents of the City of Toronto and the businesses that would benefit (including MLSE).

33. After Toronto learned in June 2022 that its World Cup bid was successful, the City Manager returned to City Council in July 2022 and sought approval from Council to negotiate an exclusive contract with MLSE to provide some hosting services. Council, including Mr. Tory, voted to approve that recommendation.
34. Within a few weeks of that vote, MLSE offered Ms. A a permanent position. Ms. A's value to MLSE improved once Council directed MLSE could be awarded an exclusive contract for event services, given Ms. A's government relations and related operational expertise.
35. Mr. Tory said he had no conflict of interest arising from his relationship with Ms. A because the City of Toronto and MLSE were "on the same team" when it came to the World Cup. He was a co-chair of the planning and steering committees where Ms. A and other MLSE officials were included and knew Ms. A played an integral role in supporting the City's World Cup bid.
36. Applying the test under Article VIII (Improper Use of Influence), it is apparent that Mr. Tory violated this provision. In the summer of 2022, when he was in a personal relationship with Ms. A, Mr. Tory voted on two matters at Council that would have direct bearing on Ms. A's employment at MLSE. Mr. Tory had a strong emotional bond to Ms. A.
37. Under Article VIII (Improper Use of Influence), the question is whether Mr. Tory voted on these matters knowing that it would also assist Ms. A in obtaining a benefit he knew that she wanted.
38. While Mr. Tory may have believed the community legacy and economic benefits of the World Cup were important, it is reasonable to infer that Mr. Tory, as a special friend and mentor of Ms. A, had to have known that voting on these matters would be of direct benefit to Ms. A's future at MLSE. Ms. A's expertise and role at MLSE involved hosting special events. She discussed her work with Mr. Tory and relied on him, as her mentor, to provide her career advice throughout their relationship.
39. Voting on these matters was not consistent with the principle of a Member of Council needing to perform their duties and arrange their private affairs in a manner that promotes public confidence and bears close public scrutiny.

40. Voting on these matters was not consistent with the principles of a Member of Council needing to avoid real and apparent conflicts of interest and the improper use of their office for the private gain of someone close to them.
41. The fact that Mr. Tory's vote was but one of an overwhelming majority does not minimize the effect of the influence he exercised. Mr. Tory was not open and transparent with Council and the public about his conflicted personal circumstances and should have recused himself.
42. For these reasons, when Mr. Tory voted at Council on "EX31.3 – Update on Toronto's Bid to Participate in the FIFA World Cup 2026" and "EX34.8 – Hosting FIFA World Cup," he violated Article VIII (Improper Use of Influence).

Issue 5: Did Mr. Tory use his status as Mayor to improperly benefit Ms. A in the Mayor's Office and, therefore, violate Article VIII (Improper Use of Influence)?

43. No.
44. I dismiss this ground of inquiry as there is no evidence to support it. The evidence shows the Chief of Staff was delegated authority to decide promotions in the Mayor's Office.
45. There was no personal relationship between Ms. A and Mr. Tory when she was hired in 2018. Ms. A was promoted on merit later that year to fill a vacancy.
46. While there was a personal relationship between Ms. A and Mr. Tory at the end of 2020, Ms. A received aOHS similar title and salary upgrade as other middle managers in the Mayor's Office did at the same time. Mr. Tory was not involved in making that decision.

Issue 6: Did Mr. Tory improperly include Ms. A in his official trips and, therefore, violate Article VI (Use of City Property, Services and Other Resources)?

47. No.
48. I dismiss this ground of inquiry as there is no evidence to support it. Any official trips Ms. A attended were staffed and conducted professionally and her personal relationship with Mr. Tory began after all official trips had ceased because of pandemic travel restrictions.

Recommended Penalty

49. In this case, I do not recommend Council impose any penalty. The Code of Conduct and the *City of Toronto Act, 2006* intend that sanctions apply to people holding office.
50. The penalties available to Council are suspension of a Member's remuneration or a reprimand of the Member. It is clearly not possible to suspend Mr. Tory's pay; he has left office. While it may be within the authority of Council to reprimand a former Member, it is my view that it would serve no purpose to reprimand a person who self-reported their conduct as they resigned office.
51. Due to the nature of the issues, my report refers to private matters concerning individuals whose personal conduct was not the subject of my inquiry. In reporting my findings under the Code of Conduct, I have only referred to evidence that is directly relevant. I would ask that those who read and comment on my report respect the privacy of those individuals.

C. REQUEST FOR INQUIRY BY MR. TORY

52. As Mr. Tory requested I investigate his conduct at the same time he announced his intention to resign, I had to decide whether there was any point to do so given Mr. Tory's announced departure.
53. Article 4.4(E) of Chapter 3 of the Toronto Municipal Code provides that:
- The Integrity Commissioner may refuse to conduct, or terminate, an investigation in the following circumstances:
- (1) There has been a substantial delay between the request and the incidents that are the subject matter of the complaint, and because of the delay the inquiry would serve no useful purpose; or
- (2) The Integrity Commissioner is of the opinion that the inquiry would serve no useful purpose.
54. The fact that the person subject to investigation is no longer a Member of Council is a fact that needs to be considered but does not conclusively answer the question about whether to conduct an inquiry under s. 160 of the *City of Toronto Act, 2006*. As previous Integrity

Commissioners have noted, jurisdiction over the subject matter of a complaint is not removed if the person whose conduct is at issue is no longer on Council.²

55. I decided an inquiry was warranted for the following reasons:

- 1) While Ms. A's employment in the Mayor's Office ended in March 2021, Mr. Tory continued a relationship with her until a few weeks before he announced he would resign.
- 2) Allegations of misconduct arising from a relationship with a person in authority are serious. While Mr. Tory described the relationship as consensual, it was not publicly evident when he resigned that Ms. A agreed with this description.
- 3) Mr. Tory, whose conduct is at issue, requested that I investigate.
- 4) Mr. Tory admitted that his relationship with Ms. A did not meet public expectations and denied breaking any rules in the Code of Conduct. There is a public interest in determining whether Mr. Tory's conduct contravened the Code of Conduct as he stated his admitted-to-relationship was the reason he resigned from office.

D. PARTICULARS AND RESPONSE

Particulars of Inquiry

56. Mr. Tory wrote to me on February 10, 2023. He admitted that his relationship with a member of his staff was inconsistent with the public expectation mentioned in the Preamble of the Code of Conduct that Members of Council should observe "the highest standards of conduct to maintain and foster the City's reputation and integrity." He stated that he did not believe his actions were contrary to any rules in the Code of Conduct but would take full responsibility and be accountable.

57. I subsequently advised him that I would investigate and that my inquiry would consider the following articles:

- 1) Article VI (Use of City Property, Services and Other Resources).
- 2) Article VIII (Improper Use of Influence).

² Report Regarding the Conduct of Former Councillor Doug Ford (December 6, 2016): see <https://www.toronto.ca/legdocs/mmis/2016/cc/bgrd/backgroundfile-99042.pdf>

- 3) Article XIV (Discreditable Conduct).
- 4) Article XV (Failure to adhere to Council Policies and Procedures), specifically the Human Resources Management and Ethical Framework for Members' Staff.

Mr. Tory's Response to Particulars

58. Having advised Mr. Tory of these particulars, I later invited him to respond to the following questions and provide any supporting information in support of his position:

- 1) Article VI (Use of City Property, Services and Other Resources). Was Ms. A inappropriately included in City-funded travel with you?
- 2) Article VIII (Improper Use of Influence). Did you improperly use the influence of your Office to advance or favour Ms. A in the Mayor's Office or help her obtain new employment outside the Mayor's Office?
- 3) Article XIV (Discreditable Conduct). Was your conduct towards Ms. A, as she was your employee, contrary to the City's Human Rights and Anti-harassment/discrimination Policy?
- 4) Article XV (Council Policies and Procedures). In light of your relationship with Ms. A, did you manage the Mayor's Office in a manner that complied with the City's statutory obligations, its employment related policies and its guidelines as required by Council's Human Resources Management and Ethical Framework for Members' Staff?

59. Mr. Tory responded:

- 1) Ms. A's inclusion in City-funded travel was entirely appropriate and was part of her job.
- 2) Ms. A was not improperly advanced or favoured within the Mayor's office. Promotions and pay increases were decided by the Chiefs of Staff and approved by Mr. Tory based on their recommendations. He did not use his office to help Ms. A obtain employment.
- 3) He complied with the City's Human Rights and Anti-Harassment/discrimination Policy.
- 4) He met his responsibilities under the Human Resources Management and Ethical Framework for Members' Staff.

60. I also asked Mr. Tory to comment on the concerns that, apart from his acknowledgement that his relationship with a political staff did not meet public expectations, the relationship was not consistent with the key principles in the Preamble that Members must:

- 1) avoid real and apparent conflicts of interest;
- 2) not improperly use the influence of their office; and

3) perform their duties and arrange their private affairs in a manner that promotes public confidence and bears close public scrutiny.

61. Mr. Tory responded that the situation did not involve a conflict of interest, real or apparent and that he did not improperly use the influence of his office. As to whether he arranged his private affairs in a manner that promoted public confidence, he stated (as he had done previously) his actions fell short of the standards expected of a Mayor because “I was Mayor, she was a member of my staff, and I was married and, while consensual, people would have seen such a relationship as unwise and ill-considered for a Mayor.” In stating this, he commented the Preamble, and its principles, are of interpretive value and are not stand-alone rules.
62. I also asked Mr. Tory several specific factual questions to which he responded. Having reviewed his responses, I interviewed Mr. Tory to ask follow-up and additional questions.
63. Before interviewing Mr. Tory, I also advised him that given he maintained a relationship with Ms. A while she worked for Maple Leaf Sports and Entertainment (MLSE), my inquiry would also consider this subject matter in relation to Article VIII (Improper Use of Influence) including whether his voting on matters concerning MLSE during that time could constitute the use of the influence of his office for the private advantage of himself or a friend. Accordingly, I advised him I would inquire whether he considered this when voting on matters concerning MLSE since April 2021.

E. CITY EMPLOYMENT POLICIES GOVERNING MAYOR’S OFFICE STAFF

64. The people who work in the Mayor’s Office support the Mayor’s work and policy agenda and, in the course of their work, deal with the public, communities, media, other Members of Council and their staff, senior City officials, businesses, institutions and other governments.
65. The Mayor’s Office staff are influential in City government and are perceived as speaking with the authority of the Mayor. In political terms, their careers are tied to the Mayor. Typically, they are young and have prior political and/or professional expertise and connections. Unless serving in a very senior or specialised role, it can be career-limiting for someone to stay on staff when there is no room for promotion or advancement. Staff turnover in the Mayor’s Office is typically synced with the electoral cycle.

66. When they leave the Mayor's Office, former staff members rely on who they met and what they learned to advance their careers. Public and private sector organizations benefit from hiring someone familiar with the workings of City government at the executive level. Similarly, the Mayor's Office benefits from having people familiar with their policy priorities employed in organizations that have dealings with the City. The same is true with political staff at all levels of government in Canada.
67. Council sets policies governing the employment of their staff:
- 1) Council Office Support Staff (Adopted by City Council on June 7, 8 and 9, 2000). <https://www.toronto.ca/legdocs/2000/agendas/council/cc/cc000607/adm13rpt/cl004.pdf>
 - 2) EX44.2 -- Human Resources Management and Ethical Framework for Members' Staff (Adopted by City Council on August 25, 26, 27 and 28, 2014) <https://secure.toronto.ca/council/agenda-item.do?item=2014.EX44.2>
 - 3) EX17.4 - Reviewing Re-Hire Provisions in Members' Staff Contracts (Adopted by City Council on October 5, 6 and 7, 2016). <https://secure.toronto.ca/council/agenda-item.do?item=2016.EX17.4>
 - 4) CC1.1 - Recalibrating City Council's Governance System for 26 Members (Adopted by City Council on December 4, 5 and 13, 2018). <https://secure.toronto.ca/council/agenda-item.do?item=2019.CC1.1>
68. As an example, while the Council Support Staff policy adopted in 2000 generally prohibits the employment of relatives in their offices, Council amended the policy in 2006 to allow employees to continue working for a Member if they become a relative as a result of election, appointment or marriage.³
69. Recognizing that Members of Council may be asked to provide references for former staff members, Council adopted a policy in July 2006 about providing references for people outside City government. That policy states⁴:

Unless the circumstances clearly indicate otherwise, Members of Council:

³ Minutes of the Council of the City of Toronto (Minute 12.152, page 221) Motion J(34) Report from the Integrity Commissioner, entitled "Report on Hiring of Relatives of Members of Council in Council Offices" (Adopted by City Council on September 25, 26, 27 and 28, 2006). <https://www.toronto.ca/legdocs/2006/minutes/council/cc060925.pdf>

⁴Consolidated Policy about Letters of Reference, Office of the Integrity Commissioner (Approved rules and guidelines adopted by City Council on July 25, 26, 27, 2006). <https://www.toronto.ca/wp-content/uploads/2019/01/8f59-2014-12-21-POL-Consolidated-Policy-about-Letters-of-Reference.pdf>

- A. should not provide references where the only basis for doing so is to use the influence of your office or to help someone you know merely as a constituent, friend or relative; and
- B. should confine the provision of references to situations where you have relevant personal experience with the candidate.

70. Upon leaving, former staff members are prohibited in many cases from lobbying the City for a period of one year but are not prohibited from being employed by a person or organization that is lobbying the City, which is what occurred in the case of Ms. A.

71. Administratively, people working in the Mayor's Office are employees of the City of Toronto. However, they are contract staff, not permanent employees or members of the public service. Their employment contracts are signed by the City Clerk because their employment contract is with the City of Toronto, not the person who holds the office of Mayor. As the Human Resources Management and Ethical Framework for Members' Staff (the "Ethical Framework for Members' Staff")⁵ explains:

- a. Members' staff are not members of the public service. Rather, they are political staff and a unique subgroup of City of Toronto non-union employees. The City, as the employer, has certain statutory requirements and corporate responsibilities as do the Members as the immediate managers of staff working in their offices.
- b. While they are City employees, Members' staff are distinct from members of the Toronto Public Service and are governed by this Human Resources Management and Ethical Framework for Members' Staff and not the Toronto Public Service By-law.
- c. The unique nature of Members' staff requires that a separate Human Resources Management and Ethical Framework for Members' Staff be developed in order to ensure a common understanding of roles, responsibilities and authorities amongst Members, Members' Staff, City staff and to strengthen the separation between the administrative and political components of Toronto's government.

72. The Ethical Framework for Members' Staff was adopted by Council in August 2014 shortly before Mr. Tory was first elected. Its purpose is to:

- a. Provide clear guidelines for Members' with respect to the human resources management of their staff.

⁵EX44.2 -- Human Resources Management and Ethical Framework for Members' Staff (Adopted by City Council on August 25, 26, 27 and 28, 2014), <https://secure.toronto.ca/council/agenda-item.do?item=2014.EX44.2>

- b. Set out the key ethical framework for Members' staff working in their offices to guide their day to day activities in support of the Member.
- c. Delineate the roles and responsibilities amongst Members, Members' staff, the City Clerk's Office and the City as the employer of record.

73. The obligations of Members of Council, and in particular the Mayor, is described in these terms (emphasis added):

While Members' staff are City of Toronto employees, they are not members of the public service and therefore are not subject to the Toronto Public Service By-law. However, being government employees, they have similar ethical and employment requirements albeit with necessary modifications to reflect their unique status as Members' staff. **Consequently, Members have responsibilities for managing these staff and are required to enforce human resource and ethical policies to ensure both they and the City are meeting their legislative obligations and responsibilities. The Human Resources Management and Ethical Framework applies to all individuals employed in Councillors' Offices and the Mayor's Office.**

74. The Ethical Framework for Members' Staff states: "Members are accountable for the management of their staff in compliance with applicable legislation and City policies." Specifically, they are obliged to manage their office and staff in accordance with the City's statutory obligations, the Ethical Framework for Members' Staff, the Code of Conduct for Members of Council and applicable City employment related policies and guidelines.

75. The Ethical Framework for Members' Staff requires the timely disclosure of wrongdoing under this policy to the Integrity Commissioner. If a Member of Council needs advice as to whether their actions may raise that question, they need to come to my Office for advice.

76. Mr. Tory's response submitted that this policy only tells Members of Council to consult the Integrity Commissioner in the context where a political staff person's activity might cause the Member to contravene the Code of Conduct and that this does not apply to the situation involving Ms. A. That is a narrow reading of the policy. The "activity" that is in question here is a political staff person's personal relationship with the Member they are working for, a shared activity. The policy further states that in cases of where a Member is "uncertain about the application of the Code of Conduct to staff, they should consult the Integrity Commissioner." In any event, Mr. Tory has acknowledged that he ought to have disclosed his relationship and sought advice from my Office much earlier.

77. Under the Ethical Framework for Members' Staff, Members of Council have the specific responsibility to provide "a safe work environment."
78. The Ethical Framework for Members' Staff also incorporates the City's Human Rights and Anti-Harassment/Discrimination Policy (HRAP), which also specifically applies to "elected officials and their staff ... and to all aspects of the employment relationship."
79. HRAP prohibits sexual harassment, which is defined as a form of discrimination based on the prohibited ground of sex under Ontario's *Human Rights Code*. Sexual Harassment is also prohibited under the *Occupational Health and Safety Act*.
80. Workplace sexual harassment means engaging in a course of vexatious comment or conduct against a worker in the workplace because of sex/sexual orientation/gender identity/gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome. It also includes making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
81. Examples of sexual harassment include (but are not limited to):
- sexually suggestive or obscene remarks or gestures
 - unwelcome physical contact
 - exercising power over another person, making them feel unwelcome or putting them 'in their place' – regardless of whether the behaviour is motivated by sexual interest
82. The Code of Conduct incorporates HRAP into Article XIV (Discreditable Conduct). It is the only City policy mentioned in this provision. Doing so demonstrates that Council deems a violation of HRAP to be egregious behavior.

F. PROCESS

83. This was a lengthy and complex inquiry. As a technical matter, it is important to note that the current Code of Conduct did not apply as it did not come into effect until August 1, 2022. It does not have retrospective or retroactive application and Mr. Tory's conduct predates its new provisions. The Code of Conduct in force on July 31, 2022 applies to this matter.

84. Under s. 160 of the *City of Toronto Act, 2006*, a Member of Council may request my Office to conduct an inquiry into whether a Member of Council has contravened the Code of Conduct for Members of Council. This includes someone making a self-report of their own conduct, which is what Mr. Tory did.
85. Typically, my Office receives complaints from someone about someone else. When that occurs, supporting explanation and documentation is required to establish grounds to investigate. This permits my Office to determine jurisdictional and other threshold questions quickly, which may result in all or part of a complaint being dismissed at the outset. When someone self-reports, it is typically because they know my Office has jurisdiction and they acknowledge they have made a substantive mistake.
86. Self-reported misconduct is very rare. When it has occurred, the Member of Council has done so quickly, admitted to a specific breach and provided supporting details. Members have done so to make the facts known and to mitigate the penalty Council may decide to impose. In such cases, the Office of the Integrity Commissioner has often recommended no penalty as the Member has been contrite and fully transparent to aid the matter's speedy resolution. Typically, Members also ask for advice once the report is issued to forestall mistakes related to the matter moving forward.
87. Even when my Office investigates a complaint from someone, a Member can admit to all or part of the grounds of a complaint to ensure its speedy resolution.
88. Mr. Tory self-reported that he had had a personal relationship with someone in the Mayor's Office but admitted to no misconduct and supplied no substantive information to my Office at the time he did so.
89. Mr. Tory did not come to my Office directly as he did other times when he came for advice. As was his right, he retained legal counsel to communicate with me from the outset. Other witnesses retained counsel, even before I began my investigation.
90. As Mr. Tory described, this matter had been looming since 2020 when his relationship began. He did not ask me for confidential advice at the time. Unfortunately, he waited to come to my Office until the day the Toronto Star broke the story.

91. Because Mr. Tory gave no account of what had happened, the inquiry began with few guideposts. It was complex because it concerned a chain of events dating back three years or more. It required extensive information to be obtained from a charitable fundraising organization and its executives. It required the time and cooperation of current and former executives in the sports and entertainment industry, one of whom was no longer in the country. It required the time and cooperation of current and former staff in the Mayor's Office, who were themselves traumatized by Mr. Tory's resignation because it cast a pall over them all, especially some female staff members who were suspected of being the unnamed person he had a relationship with.
92. I thank everyone who I interviewed for their cooperation in answering questions and producing documents, when asked. In particular, I would like to thank the Scarborough Health Network Foundation for their diligence in providing relevant documents that in some instances included donor information, which I have ensured remains confidential. I also thank all the legal counsel who represented people that were interviewed for their diligence throughout my inquiry.
93. After Mr. Tory self-reported this matter, I requested he preserve his records, which he did.
94. I then contacted the Clerk's Office, which oversees IT resources in the Mayor's Office and gives it human resources support, to preserve those devices and documents as my Office is empowered to compel their production in an inquiry. I requested and received Ms. A's employee file. I also specifically suggested to John Elvidge, the City Clerk, that his office in its human resources role advise the staff in the Mayor's Office of the supports available to them through the City's Employee Assistance Program. I was concerned about the impact on them due to Mr. Tory's unexpected resignation and disclosure of a relationship with one of their co-workers.
95. Of all people, I was especially concerned about Ms. A. Although not named by Mr. Tory or the Toronto Star, her identity became almost immediately known through social media as Mr. Tory had cited his relationship with her as the underlying reason for his resignation.
96. Ms. A was cooperative and clear that her relationship with Mr. Tory was consensual. That said, Mr. Tory's resignation made Ms. A a "lightning rod" for media attention. The trauma she was put through was clear. My inquiry was conducted in a trauma-informed manner. Before interviewing Ms. A, I retained an expert in this field for advice and assistance.

97. Ms. A said to us three weeks after Mr. Tory's announcement:

It's been one of the worst months of my life ... [w]hat the media has said, how they've embellished on Mr. Tory's statement is not how I would -- that's not how I would describe our relationship. ... And trying to explain to people that I love how much somebody meant to me when there's speculation in the media that's inaccurate has been a lot. I'm tired, really tired.

98. When I interviewed Courtney Glen on what assistance the Mayor's Office (Ms. A's former place of employment) was providing Ms. A prior to Mr. Tory's February 10, 2023 announcement, I was told the focus was on supporting Mr. Tory.

99. I also contacted Mary Madigan-Lee, the City of Toronto's Chief People Officer, and asked to be provided the "specific policies, documented procedures or rules about City of Toronto managers having personal relationships with their subordinates." I received this comprehensive response (emphasis added):

The City has two policies that address relationships between co-workers – the [Employment of Relatives policy](#) and in the [Conflict of Interest and Confidentiality](#). Employees that are related are not permitted to work together, either in a subordinate or supervisory role to each other. **The City's policy does not prohibit romantic work relationships, however should either a family or romantic relationship develop, where one individual reports into another, this may be perceived as a conflict of interest and needs to be reported to their immediate supervisor. In the event that someone did not report a conflict of interest, the City would investigate and determine appropriate next steps.** Employees do not need to leave the organization because of a workplace relationship. This policy applies to all employees.

100. Where a manager is involved in a romantic relationship with someone who works for them, there is an inherent conflict of interest. The manager will have divided and conflicting loyalties when deciding work assignments, performance evaluations, promotions and other employment-related matters affecting the other person in the relationship, as well as other employees.

101. The Toronto Public Service By-Law (Chapter 192 of the Toronto Municipal Code) also specifically requires that City employees "must report any conflict of interest or perceived conflict of interest to their immediate supervisor/manager or their Ethics Executive." Like the Integrity Commissioner for Members of Council, the Ethics Executives for City staff promote

ethical conduct and decision-making and provide advice and guidance about conflicts of interest.

102. As Mr. Tory retained counsel from the very outset to communicate with me, admitted he had a personal relationship with an employee and denied any substantive misconduct, I deemed it appropriate to question and request documents from Mr. Tory pursuant to a summons.
103. Before becoming Mayor, Mr. Tory was a powerful and influential person. He was elected to office three times and led Toronto through the pandemic. His resignation has not diminished his influence. The people I needed to interview were Mr. Tory's current and former associates from a variety of settings. Thus, to avoid any perception that witnesses may have been daunted from providing full and truthful evidence in my inquiry, I deemed it appropriate to question (and sometimes request documents from) all witnesses pursuant to a summons, with two exceptions.
104. I did not compel productions or testimony by summons where I could rely on provisions in the *City of Toronto Act, 2006* to compel evidence and the production of documents from City sources.
105. Serving a summons under the *Public Inquiries Act, 2009* to obtain evidence from someone outside the country is an expensive, lengthy and uncertain process. In the instance where I needed to obtain evidence outside the country, my Office was fortunate and grateful that the witness in question agreed to cooperate with my inquiry and provided answers to written interrogatories under oath.
106. While my original objective was to complete my inquiry before the June 26, 2023 Mayoral By-Election, and I retained external legal counsel to assist with completing the investigation in that time frame, that proved to be impossible as additional questions had to be asked of previous and new witnesses to test and corroborate some testimony. The collection of evidence began in February 2023 and ended in July 2023.
107. In addition to obtaining employment records and contact information from the Clerk's Office for former employees in the Mayor's Office, the people from whom I received evidence were:

- 1) Ms. A, who volunteered documents, attended two interviews and answered a few follow-up questions in writing.
- 2) Mr. John Tory, who was asked to produce documents, provided a written response to written questions, attended one interview, and answered a few follow-up questions in writing.
- 3) Mr. Luke Robertson, who attended one interview and was not asked to produce any documents.
- 4) Ms. Courtney Glen, who was asked to produce documents from the Mayor's Office and attended one interview.
- 5) Mr. Michael Friisdahl, who was asked and answered written interrogatories.
- 6) Mr. Nick Eaves, who was asked to produce documents from MLSE, attended one interview, and answered a few follow-up questions in writing.
- 7) Mr. Michael Bartlett, who attended one interview and was not asked to produce any documents.
- 8) Ms. Alicia Vandermeer, who was asked to produce documents from Scarborough Health Network Foundation and attended two interviews.
- 9) Ms. Alayne Metrick, who attended one interview and was not asked to produce any documents.

108. Mr. Tory's unexpected resignation triggered a mayoral by-election, shortly after the regular municipal election. During an election, there is a moratorium placed on complaints being made to, and investigations being conducted by, my Office. Those matters may resume after the election, and virtually all did in 2022. There were also a number of new complaints arising from the election. Mr. Tory's request for an investigation at the time of his resignation added to my Office's workload in both direct and indirect ways. Directly, it resulted in a significant inquiry having to be launched. Indirectly, there was additional work due to:

- 1) advice and guidance required due to the unexpected Mayoral by-election,
- 2) complaints submitted in the by-election (for which there is no moratorium); and
- 3) transitional briefings and advice required.

109. While it would have been my preference to report on my inquiry sooner, sometimes these matters had to take priority in the wake of Mr. Tory's departure.

110. I notified Mr. Tory of my proposed findings and recommendations and provided him an opportunity to comment on them in accordance with Article 4.4 (F) of Chapter 3 of the Toronto Municipal Code and s. 35 of the Complaint and Application Procedures of the Office of the Integrity Commissioner. He responded accordingly.

111. Mr. Tory accepted almost all of my factual findings and accepted my conclusions about when he did and did not breach the Code of Conduct. Mr. Tory's few disagreements about the facts and contextual comments about my conclusions are addressed in my report.

G. EVIDENCE

Mr. Tory's History of Advice-Seeking

112. While Mr. Tory stated he believed his conduct was not contrary to the Code of Conduct, he asked my Office to independently and objectively determine whether or not this was the case. He also fully cooperated with my inquiry.

113. Mr. Tory often asked for advice from my Office about the requirements of the Code of Conduct and the *Municipal Conflict of Interest Act (MCIA)*.

114. When a Member of Council asks for advice about the requirements of the Code of Conduct or the MCIA, my Office is obligated to keep it confidential subject to the requirements of Part IV of the *City of Toronto Act, 2006*. The benefit of receiving advice from my Office include that:

- 1) It is independent, expert and objective.
- 2) It helps Members identify issues and proactive solutions they may not have considered.
- 3) It can be relied upon by a Member in matters before Council and in committee meetings if someone challenges their conduct.
- 4) It is designed to help with sensitive personal matters.

115. As an example, when assuming office in 2014, Mr. Tory disclosed he had consulted my predecessor, Integrity Commissioner Valerie Jepson, about how to best arrange his business and charitable activities so as to avoid conflicts of interest.

116. As recently as January 2023, Mr. Tory consulted me about the new requirements in the MCIA requiring the Mayor of Toronto to declare a pecuniary interest in the formulation of the City's

operating budget. On January 9, 2023, Mr. Tory wrote to the Budget Committee, publicly cited my advice and declared a pecuniary interest as now required by s. 5.3 of the MCIA.

117. Mr. Tory did not come to my Office for advice about the issues arising from his relationship with Ms. A. In light of his history of consulting my Office for advice, I asked him why he did not do so at the outset of the relationship. My Tory answered it was a very personal matter and, as a result, he was hesitant to contact my Office even though the situation involved a member of his staff and this would make my advice relevant. Mr. Tory said he felt at that time that his office was appropriately managing the situation, complying with all City policies and the relationship was consensual. Though he decided not to seek my Office's advice at the time, he said in his interview "[M]ight I have benefitted from some advice? I can't say I wouldn't."

Ms. A's Hiring in the Mayor's Office

118. Ms. A joined the Mayor's Office in 2018. Prior to that, she had worked in Ottawa as a political staff person in the government of Prime Minister Stephen Harper and in the office of Official Opposition Leader Rona Ambrose.

119. While Ms. A left Parliament Hill in 2017, she remained active in partisan politics and maintained high profile connections in conservative circles.

120. Ms. A first met Mr. Tory in December 2017 when she was being hired.

121. Mr. Tory was not involved with interviewing Ms. A. They only met briefly. As she described the meeting, she met him for about five minutes as the typical final check that political staff undergo with a politician before being hired by a chief of staff. She described it as "a five-minute signal check" to ensure the hiring is acceptable.

122. Ms. A began working in the Mayor's Office in January 2018. She was part of a team supporting Mr. Tory's public appearances. There were a few people on the team and their responsibilities included reviewing the details of invitations to events, doing the advance work to ensure things were in place before Mr. Tory arrived and supporting him at the event.

Ms. A's Professional Relationship with Mr. Tory

123. For the 2018 municipal election, Ms. A took a leave of absence to work on Mr. Tory's mayoral re-election campaign as one of his executive assistants. In that role, she was not doing advance work for events. Instead, as Ms. A described, she travelled from campaign event to campaign event with Mr. Tory and was the only executive assistant doing this. Mr. Tory's evidence was consistent with this description.
124. Mr. Tory also noted that, while this work on his re-election campaign meant Ms. A spent more time with him than most other people on leave from the Mayor's Office, the relationship was professional and they were always accompanied by a police officer.
125. After the 2018 municipal election, Ms. A returned to work in the Mayor's Office. With the departure of the senior person on the team where she worked, Ms. A was promoted to "Senior Advisor, Tour." That promotion appears to have been merit based and there is no evidence to suggest otherwise.
126. Prior to the advent of the pandemic, Mr. Tory and Ms. A were friendly in a professional context but had no personal relationship beyond the workplace, whether they were in Toronto or on an official trip.
127. Mr. Tory describes that he did not treat Ms. A any differently from anyone else on his staff as was the case when he helped her and her boyfriend to find tickets to a Philadelphia Eagles game at the end of December 2019. In January 2020 when Mr. Tory asked after the holidays if they had enjoyed the game, he said Ms. A said the game was fine but that she had broken up with her boyfriend, whom Mr. Tory had met at his office's Christmas party. As Mr. Tory explained and Ms. A confirmed, this conversation took place after a Mayor's Office event on her birthday (which would be known to him as staff birthdays were marked in the office calendar and celebrated in his office).
128. Mr. Tory then invited Ms. A to dinner as he felt sorry for her when she told him she was alone and had no dinner plans that night. As Mr. Tory explained, and Ms. A confirmed, their dinner was entirely professional. He believes they were alone as he likely would have sent his security detail home by then. Mr. Tory explained that extending the invitation was not unusual

for him as he was “alone a lot of the time in winter and was often looking for people to go do something with other than just going home.”

129. Ms. A said she did not feel pressured and welcomed the invitation. As Mr. Tory described, he simply asked Ms. A if she wanted to “have a bite to eat together.” The invitation was no more than a sympathetic gesture.

Mayor’s Office Official Travel

130. Ms. A’s job included advance work and supporting Mr. Tory at events and meetings, including on official travel outside Toronto. At the outset of this investigation, my Office requested a detailed breakdown from the Mayor’s Office of the particulars of Mr. Tory’s official travel while in office. Ms. A travelled as part of the official contingents when Mr. Tory travelled to Los Angeles (April 18 to 20, 2018), Austin (March 9 to 11, 2019), London and Copenhagen (October 5 to 11, 2019), Los Angeles (May 9 to 10, 2019), New York City (November 6 to 8, 2019), Ottawa (February 4 to 6, 2020) and London (March 8 to 11, 2020).
131. The purpose of this official travel was to meet with people, organizations and businesses outside Canada to promote the City’s interest and investments in the City of Toronto. In addition to Mr. Tory and his staff, City officials and Members of Council were typically part of these delegations. The itineraries show that these trips had demanding schedules and were work-focused.
132. After Mayor Tory and Ms. A dined out together in January 2020, there were two official trips just before the pandemic and the start of their personal relationship. The first was to Ottawa from February 4 to 6, 2020. This trip had a full business agenda and there is no evidence Mr. Tory and Ms. A spent personal time together.
133. The last official travel for the Mayor’s Office prior to the pandemic was to London from Sunday, March 8 to Wednesday, March 11, 2020. The itinerary shows Mr. Tory’s first meetings were scheduled for Tuesday, March 10, 2020. Although no external meetings were scheduled on the day of his arrival or the following day, that is more than reasonable to account for jet lag and the need to prepare for the subsequent days.

134. As it immediately preceded the development of the personal relationship between Mr. Tory and Ms. A, my Office reviewed this travel in depth. Mr. Tory travelled to London on the same day as Courtney Glen, his Deputy Chief of Staff. Ms. A did not arrive in London until the following day, Monday, March 9, 2020. The schedule detailed Mr. Tory attending and speaking at back-to-back events and meetings.
135. Ms. A reported a single instance of personal time spent with Mr. Tory on this trip. She explained that while it would be typical for Mr. Tory and all staff to meet for meals while traveling, Ms. A invited Mr. Tory to join her for a meal one evening, as Ms. Glen had made other plans. This appears to have been Monday March 9, 2020. Mr. Tory accepted the invitation, but was late as he had been visiting his brother, with whom Ms. A said Mr. Tory spent most of his available personal time. She and Mr. Tory had arranged to meet at a restaurant outside their hotel and, when he arrived, they ate at the bar of the restaurant. She said their dinner was entirely professional.

The Pandemic Pivot in the Mayor's Office

136. On March 11, 2020, the World Health Organization declared COVID-19 a pandemic. Mr. Tory and his staff arrived home from London later that night.
137. The day after he arrived home from London, Mr. Tory went to City Hall to attend the first meeting of the City's "command table" dealing with the pandemic. As Mr. Tory described, it was the first of a thousand meetings he had over what turned out to be two years.
138. Upon his arrival at the meeting, Dr. Eileen de Villa (the Medical Officer of Health for the City of Toronto) advised Mr. Tory to leave and go home and quarantine himself for two weeks. She "literally escorted" him out of the room. While such a quarantine was not mandatory at that point, Mr. Tory said he was told he had to do this to set an example for other people. He agreed and did so. For the next two weeks, Mr. Tory worked alone from home leading the City.
139. On March 23, 2020, on the advice of Dr. de Villa and the Office of Emergency Management, Mr. Tory declared a State of Emergency in the City of Toronto to stop the spread of COVID-19. This was in keeping with the emergency public health measures that the federal and provincial governments instituted over the course of the pandemic. The City's declaration remained in effect until May 9, 2022.

140. Barbara Hackett, Mr. Tory's wife, did not quarantine with Mr. Tory. As Mr. Tory described it, he had never gone through a period in his life like this where he was all alone. As he said:

I was doing interviews and meetings all day, but I was alone. And this was the time that people were going through. Not just me, lots of people were.

141. Ms. Hackett and some of Mr. Tory's family isolated in a "bubble" at their family's cottage at the outset of the pandemic. While Mr. Tory remained in contact with them, he could not be with them. He had to remain in Toronto. As he noted:

I literally could not leave the city. The rules said not only could you not go out of the country, but you couldn't even go to another municipality at points in time.

142. However, when those restrictions changed, Mr. Tory did visit his family cottage and spent time with his wife and family in the summer of 2020.

143. Ms. A described Mr. Tory's time apart from Ms. Hackett differently. Ms. A understood that the two were estranged, lived separate lives and believed Mr. Tory was not being supported by his wife and family at this time.

144. When asked, Mr. Tory's account is different. Mr. Tory said he does not believe he had been discussing his personal and family life with Ms. A. He also said that while they were not in the same location, he and his wife were not estranged.

145. Ms. A described she felt alone on her return from London in March 2020 and returned to her family's home in her hometown until mid-June 2020:

[T]here was a lot of uncertainty in the world, and we were all forced to isolate and didn't have a lot of support. I lived alone. And I went home to be with my family because I didn't want to be here [in Toronto] by myself.

146. From mid-June 2020 until March 2021 when she left the Mayor's Office, Ms. A lived in Toronto on an on-and-off basis. She was back and forth, "maybe for two months here" in Toronto and "two weeks there" in her hometown.

147. During this time, Mr. Tory came to rely on Ms. A for help doing remote events that occupied a great deal of his time. Ms. A would remotely come to his aid. As Mr. Tory said:

[P]robably typical of people my age ... I'm comfortable with technology, but only to a point. And so, you know, we would get to the stage where I was going to go on Zoom

or one of these platforms to have this meeting ... [and] I'm in a complete panic in my condo by myself because it may be at night, and I couldn't get on.

148. As Ms. A described it, their communications were wholly professional, like those she had with the other politicians she had worked with in Ottawa. However, the nature of their conversations changed.

Development of a Personal Relationship

149. As Mr. Tory described it, as many people were, they were both feeling “anxious and dislocated.” At some point early in the pandemic, when communicating for work they began to speak for a few minutes about other things. Later on, they had calls because they just wanted to speak with each other. Mr. Tory came to see Ms. A as somebody with whom he could have a personal conversation and feel some relief. Mr. Tory said Ms. A provided:

[A] listening ear and a recognition of the fact that I was going through a very stressful period and that she was, you know, just saying back to me what I would say to her: Could be worse and this too shall pass. You know, better times lie ahead.

150. From what I know about his work, Mr. Tory’s normally demanding daily schedule morphed into an almost round the clock emergency management effort that carried on for an extended period. He frankly said to me that “there were times when I had difficult days” and Ms. A provided him welcome emotional support.

151. While no witness specifically testified to these details, it is relevant for me to note that Mr. Tory, like the Prime Minister and the Premier, was faced with a public health crisis which no government leader in Canada had had to manage in over a century. Unprecedented demands were being placed on the health care system and the City’s emergency services. City staff were being redeployed to support essential services and the stock of personal protective equipment for the City’s front-line workers was dwindling. By the end of the second wave on February 20, 2021, the City of Toronto reported 2,730 Toronto residents had died in the pandemic, As Mr. Tory more than understandably noted to me:

I don't know if people completely understand the stress that was involved in that job at that time.

152. Neither Mr. Tory nor Ms. A remember there being a specific date when their relationship changed from professional to personal. As they both describe, Mr. Tory first expressed a

romantic affection towards Ms. A in the first few months of the pandemic. Ms. A said she did not feel pressured by Mr. Tory and reciprocated his affection.

153. The personal relationship Mr. Tory and Ms. A had was defined by two key characteristics. First, it was a relationship between an elected official and someone on their political staff. Second, it had clearly defined limits.
154. As Ms. A described, she did not call Mr. Tory by his first name when they were talking or spending personal time together; she always called him “Mayor” before March 2021. She did that out of respect for his office and had a hard time changing from that once she left the Mayor’s Office. Ms. A only became comfortable, later, calling him “John.”
155. While they shared many interests and enjoyed spending time together, Ms. A said her interest in having a relationship was limited by their 38-year age difference and the fact she wanted to have her own family. She wanted to get married and have children and understood Mr. Tory was married and, at his stage of life, was not going to give her any of those things. As Ms. A described it, the two discussed the limits of their relationship and did so in a way that was clear and respectful of her. Ms. A was not pressured by Mr. Tory; she welcomed and enjoyed the relationship they had. Mr. Tory described the same things and that he wholly respected Ms. A’s wishes.
156. Ms. A described Mr. Tory as being her best friend. He was a confidant; she “trusted him with everything.” As Ms. A told us, Mr. Tory became a close mentor who counselled her how to effectively manage situations in professional settings.
157. Ms. A, in turn, understood she was a calming presence in Mr. Tory’s life: “He would tell me that that was helpful in terms of being able to manage his day-to-day life.”
158. Mr. Tory similarly described his relationship with Ms. A as being “a personal emotional relationship of mutual caring and support.”
159. Mr. Tory and Ms. A shared an emotionally intimate relationship outside the workplace. When they spent personal time together, they went on walks and watched sports on TV. They talked politics. They exchanged gifts. Mr. Tory would buy Ms. A flowers. Ms. A would “bring

groceries” and often cook or order dinner online (as Mr. Tory had trouble with the technology). When restaurants opened, they would eat out.

160. At her invitation, Mr. Tory said he met members of Ms. A’s family when they came to Toronto and when he went to her hometown to visit her after the 2022 municipal election.
161. Their personal relationship lasted from summer 2020 until early 2023. As Mr. Tory described, they did not see each other continuously. They had an on and off again personal relationship. Ms. A confirmed this description.
162. At times Mr. Tory said he was “trying to mend relations” with his family so would refrain from seeing Ms. A. Ms. A also said their relationship “ebbed and flowed” after she left the Mayor’s Office in spring 2021. There was a period she said they did not speak but that had ended by the beginning of 2022. When they resumed speaking it was less about the Mayor’s Office, as Ms. A was no longer working for Mr. Tory, and more about personal matters and providing support. By September 2022, Ms. A said their relationship was the same as it had been in the summer of 2020.
163. However, their relationship ended in January 2023. While it appears to have no longer been a secret that Mr. Tory had a personal relationship with Ms. A in autumn 2022, Ms. A began a serious personal relationship with someone else in November 2022. Ms. A said Mr. Tory was aware of this and this put a strain on their relationship “from both sides.” Mr. Tory said his relationship with Ms. A ended both because he was anxious to re-establish his relationship with his own family and because Ms. A’s new relationship was “consistent with things she had told me she wanted in her future life.”
164. He said they discussed this in late 2022 and concluded their relationship in early 2023.

Steps Taken to Ensure Consent

165. Because Mr. Tory publicly said he had an inappropriate relationship with someone in his office and requested me to conduct an inquiry under s. 160 of the *City of Toronto Act, 2006*, this required me assess his conduct under the City’s Human Rights and Anti-harassment/discrimination Policy. My interviews with Mr. Tory and Ms. A, therefore, needed to explore very private aspects of their relationship.

166. The relevant evidence for purposes of my inquiry as to whether there was sexual harassment is noted below.
167. They both confirmed that, while Mr. Tory was romantically interested in Ms. A, the physical contact they shared was very limited. As Ms. A described, this contact was first initiated by Mr. Tory in the summer of 2020 after Ms. A's return to Toronto. It was not unwelcome. It did not occur at City Hall. When this contact continued at later times, they both confirmed it was mutually initiated, and again, did not occur at City Hall. They said they did not exchange intimate texts or emails or use social networking applications in that manner.
168. They both confirmed their relationship was consensual.
169. Mr. Tory understood he was Ms. A's "very special friend." They both confirmed their relationship was not exclusive. Mr. Tory is married and Ms. A would go out on dates arranged through dating applications, which Mr. Tory also knew.
170. Although Mr. Tory was a person of authority in relation to Ms. A, Mr. Tory did not document Ms. A's consent. When asked about what Mr. Tory did to be certain that Ms. A was comfortable with their personal interactions, he said:
- I guess the best answer I could give you is I didn't do anything to make her uncomfortable ... [W]e had conversations that were entirely consensual and entirely friendly and as often as not -- maybe more often than not -- initiated by her. So in that sense, you know, if you said to me did we have a protocol or did we decide we needed one, no, we didn't have one.

Discovery of the Relationship

171. Through her work in the Mayor's Office and on the 2018 campaign, Ms. A also became friendly with Mr. Tory's family. At the outset of the pandemic, as explained below, Mr. Tory relied on Ms. A for technical support. As Ms. A described it, Mr. Tory's family were aware of how closely they were working together:
- [H]e called me his work daughter ... At the time, the family was quite thankful for that, I think. This was my perception because I think they knew how much he cared for me and vice versa and just that I had a soft spot in his heart.

172. I asked Mr. Tory whether he ever recalled Ms. A referring to herself as his work daughter. He said:
- [W]hen you mentioned that phrase, I hadn't heard it for the longest of times. And I think I've heard it before. So it must've come from her. And so that's possible ... if you said do I recall that being mentioned or the context, no, I don't. You know, I think I've heard the phrase before, but it's nothing that I would, you know, maybe remember her saying, particularly.
173. I also asked Mr. Tory whether he or his family ever called Ms. A his work daughter. He said:
- Not that I recall. I certainly don't recall it coming from them.
174. Ms. Hackett saw signs in early August 2020 that Mr. Tory had a personal relationship with Ms. A and confronted him about this.
175. Mr. Tory admitted to the relationship and told Ms. Hackett he would end it. Ms. Hackett told Mr. Tory to send Ms. A an email to do so. Mr. Tory wrote and showed the email to Ms. Hackett before sending it to Ms. A. I requested that Mr. Tory produce this email for two reasons. First, Mr. Tory was not certain when this occurred and the email helped establish the timeline for these events. Second, this email appears to be the only documented direction Ms. A was provided about how this matter would be handled in the Mayor's Office.
176. Mr. Tory's email to Ms. A said their personal communications had to end and they had to "find ways to limit their personal contact" in the workplace.
177. As Mr. Tory described, in the discussions he had in August 2020 with Ms. Hackett about ending his relationship with Ms. A, Ms. Hackett did not ask Mr. Tory – nor did he suggest – to end Ms. A's employment in his office or find Ms. A new employment outside his office. They discussed and agreed that forcing Ms. A to leave the Mayor's Office would not be fair to Ms. A.
178. While Mr. Tory undertook that he would end his personal relationship with Ms. A, and did for a period, he admitted that he ultimately failed to do so.

Retaining a Private Advisor

179. Ms. Hackett discovered that the relationship had resumed sometime in September or October 2020. When this happened, Mr. Tory and Ms. Hackett privately retained Amanda Galbraith from Navigator to advise them. Ms. Galbraith was not retained by the City of Toronto to

provide human resources advice to the Mayor's Office. As Mr. Tory described, he and Ms. Hackett "were struggling ... and we were looking for somebody who could help."

180. Mr. Tory described that Ms. Galbraith was a past Communications Director in the Mayor's Office. Ms. Hackett and Ms. Galbraith were friends. As Mr. Tory put it, "of all the staff members, we were very fond of Amanda." They were endeared to her, they considered her part of their family and Ms. Hackett had mentored her.
181. Ms. Galbraith was hired and, according to Mr. Tory, reported jointly to Mr. Tory and Ms. Hackett.
182. Mr. Tory described that Ms. Galbraith was hired to deal with the communications issues that might arise and to help manage the situation "for everybody's benefit: [Ms. A's], mine, Barb's, you know, the office generally." At the time, there was some discussion whether to issue a public statement but it was decided this was not necessary.
183. When asked what advice Ms. Galbraith gave him about managing the situation, Mr. Tory said:
- The advice was entirely consistent with the intention, which was to be mindful of what was a very delicate situation, but to, sort of, otherwise have business as usual. You know, be mindful. That's what I call managing.
184. Mr. Tory further said:
- Amanda's advice mainly was, you know, business as usual. Be careful that nothing you do in the cause of trying to manage the situation, you know, negatively affected [Ms. A]. Because we were very conscious of that. I, as you might expect, had no desire to do that whatsoever. And nor did anybody else. But Amanda was just giving us advice to be careful of that -- you know, make sure that whatever went on, that it didn't. And, in fact, I think we were very successful at that ... we were very successful at making sure her position -- and she was respected. And, you know, she did her job and so forth with, you know, very minor, almost non-existent changes. But so that was the advice.
185. Mr. Tory also said he thought he got advice from Ms. Galbraith about what support he could provide Ms. A if she was looking for a new job.
186. When asked if it was fair to describe what Ms. Galbraith was hired to do included "crisis communications," Mr. Tory said:

Well, yeah. But there was no crisis. It was a personal crisis of my family, between me and my wife. But there was no crisis. But, you know, there was a delicate situation that needed to be managed.

187. While Ms. Galbraith had worked in the Mayor's Office, Ms. A explained she did so before Ms. A joined the office in 2018. They had met during the 2018 election campaign as Ms. Galbraith was one of Mr. Tory's campaign advisors. Ms. A also saw Ms. Galbraith as a role model and had met her for coffee, well before the pandemic, to explore possible opportunities with Navigator when she left the Mayor's Office.
188. Ms. Galbraith called Ms. A sometime in September or October 2020. Mr. Tory does not remember whether he asked her to do this but thinks it likely Ms. Galbraith said she would do so because she said Ms. A knew her.
189. Ms. A does not recall whether Mr. Tory told her that Ms. Galbraith would call her. When Ms. Galbraith did call, Ms. A says it was clear Ms. Galbraith knew about what had happened between Mr. Tory and Ms. A and, in a supportive way, was checking in on her.
190. Ms. A said she felt it "a little strange" to be talking to Ms. Galbraith about the matter as she had not had those sorts of personal conversations with her before and Ms. A had felt fine about what had happened between her and Mr. Tory. In Ms. A's words: "I never felt I was in jeopardy, or things weren't okay."
191. Ms. A also said that she felt they were having a larger conversation about her future career path rather than focusing on her relationship with Mr. Tory. Ms. A also told Ms. Galbraith that, independent of that relationship, she felt it was time to leave the Mayor's Office and started to discuss possible job opportunities with Ms. Galbraith. They agreed to stay in touch. Ms. A understood Ms. Galbraith was interested to see how she was doing and offered to help Ms. A connect with potential employers if she wished.
192. Mr. Tory said Ms. Galbraith and Ms. A had both told him about the conversation. Mr. Tory said Ms. Galbraith told him that she and Ms. A discussed that the situation would have to be managed because it was obviously delicate from a personal side for all involved. He understood the conversation was supportive and Ms. Galbraith offered Ms. A "woman-to-woman assurance." Mr. Tory said Ms. A told him the same thing.

193. When asked if, to his knowledge, Ms. Galbraith reported on her conversation with Ms. A to Ms. Hackett, Mr. Tory said this:

Oh, I'm sure she did. Because, again, we had a clear understanding that Amanda was working for the both of us in the sense that, you know, that that's what Barb wanted, that she could feel free to talk to Amanda in the course of, sort of, giving Amanda information that would've helped with the advice Amanda was giving us. You know, so I'm pretty sure she would have. I can't tell you I know for sure, but I expect that she would've told her.

194. Mr. Tory also said he and Ms. Hackett would have joint conversations with Ms. Galbraith, there may have been one occasion where they all met together, and he thought maybe Ms. Hackett was also talking to Ms. Galbraith on the phone separately.

Disclosure to the Chief of Staff

195. Mr. Tory said he consulted with Ms. Galbraith before his Chief of Staff, because even consulting "somebody as trusted as my Chief of Staff" would begin to draw public attention to the issue.

196. Luke Robertson began working for Mr. Tory in the Mayor's Office in December 2014, was promoted in 2016, and (while on leave from the Mayor's Office) ran Mr. Tory's re-election campaign in 2018. Mr. Robertson became Mr. Tory's Chief of Staff in December 2018. Mr. Robertson was not involved as Chief of Staff in the hiring of Ms. A, his predecessor was.

197. Mr. Tory consulted with Mr. Robertson because he was the Chief of Staff and ran the Mayor's Office. Mr. Tory also said he did so because his wife asked him to:

[F]irst of all, Barb asked me to because she was conscious of, just the fact that this would create a different dynamic in the office. Obviously because, you know, she was concerned about us continuing to work together.

198. While Mr. Robertson described Mr. Tory as having a "hands-on" management style, that appears to have been regarding policy matters rather than the day-to-day running of the Mayor's Office. He said Mr. Tory had very little involvement in managing staff or assigning tasks to them directly. Most of that responsibility was delegated to Mr. Robertson. This is consistent with Mr. Tory's evidence.

199. Both Mr. Tory and Mr. Robertson confirm that they spoke about how to manage the fact Mr. Tory had had a relationship with Ms. A. This appears to have been sometime in September or October 2020.
200. Before Mr. Tory advised Mr. Robertson of his personal relationship with Ms. A, Mr. Robertson had no idea one existed and had heard no rumours of one. The news was a surprise. He learned of it when Mr. Tory called him into the Mayor's Office one afternoon, closed the door and shared this news.
201. Mr. Tory told Mr. Robertson that Ms. Hackett had found out that Mr. Tory had a personal relationship with Ms. A. Mr. Tory told him it was an "emotional relationship." Mr. Robertson took this to mean it was "more than professional" and did not ask for any details.
202. Mr. Tory told Mr. Robertson the relationship with Ms. A was over. While Mr. Robertson said he understood that the relationship involved no physical affection, he did not ask about this. Mr. Robertson also did not know if this was an in-person relationship. He did not know whether Mr. Tory and Ms. A saw each other regularly and did not ask if they did. He was told it began at the outset of the pandemic because Mr. Tory felt lonely and had turned to Ms. A for emotional support.
203. Mr. Tory told Mr. Robertson the relationship was consensual but Mr. Robertson did not explore the details of this with Mr. Tory.
204. Mr. Tory admitted to him that it was an inappropriate relationship but offered no more detail.
205. Mr. Robertson said he asked Mr. Tory no questions. He believed there were no issues he needed to explore with Mr. Tory as he was told the relationship was over. Given that, there was "not a lot to discuss." Mr. Robertson also believed many workplace-specific issues that might have been of concern were resolved because staff were working remotely.
206. Mr. Robertson remembered the conversation as being very short, no longer than 10 minutes, and that Mr. Tory was "was pretty matter-of-fact with the whole thing." Mr. Robertson said the conversation was "obviously an extremely awkward one with your boss."

207. Mr. Robertson said he was surprised and needed to go away and process what he had been told before giving Mr. Tory any advice. They agreed to meet again to discuss the matter.
208. Mr. Robertson spoke with Ms. Galbraith by phone after Mr. Tory's initial disclosure to him.
209. Mr. Robertson and Ms. Galbraith are friends in the professional sense. When asked what Mr. Robertson and Ms. Galbraith spoke about, Mr. Robertson said: "We were sort of just expressing a bit of shock at the situation."
210. Mr. Robertson said that Ms. Galbraith told him she had already spoken with Ms. A about the relationship between Mr. Tory and Ms. A. Mr. Robertson says Ms. Galbraith told him that Ms. A told her that the relationship had been consensual but was embarrassed about what had happened.

The Relationship as a Human Resources Issue

211. Mr. Tory told Mr. Robertson that Ms. Hackett said the office had to find a way to manage the situation while Ms. A continued to work in the Mayor's Office. Mr. Tory says he explained to Mr. Robertson that Ms. Hackett "just wanted us to manage the situation in a way, you know, not to make it worse, as it were, in terms of worse for her, my wife Barb."
212. When Mr. Tory was specifically asked what instructions or directions he gave Mr. Robertson about managing Ms. A's work, Mr. Tory said:
- There were no instructions given. We simply talked about managing. And unfortunately, the circumstances of the pandemic and the circumstances of the structure of the office at that time made it easier to manage it, in that, as I said earlier on, first, she was not going to events with me as much anymore because she had moved into, sort of, more the management or oversight role of that function in the office. And secondly, there weren't a lot of events. And third, I guess even easier, was the fact that most everybody, including Ms. A, were not in the office.
213. Once Mr. Robertson was apprised of the situation, he saw his duty to be as follows:
- I thought I had two responsibilities: One was to [Ms. A] as a staff person in the office, and second was to the rest of the office ... my immediate priority was [Ms. A] and the rest of the office.

214. Mr. Robertson's primary concern was that the Mayor's Office be a safe workplace. He saw he had an obligation to Ms. A and the rest of the office and concluded, as a result, "I would govern myself according to those two things throughout this."
215. Mr. Robertson met with Mr. Tory about this matter a couple of days after Mr. Tory's initial disclosure. Mr. Robertson recalled this second conversation was even shorter. Mr. Robertson told Mr. Tory they would "continue with the schedule" and that he decided Ms. A was not going to be alone in meetings with Mr. Tory and there was always going to be somebody else in the meeting, which "wasn't an unnatural thing anyway." Mr. Tory agreed with the plan. Apart from what Mr. Robertson decided, Mr. Robertson does not recall Mr. Tory giving him any instruction or direction as to how to manage the situation.
216. When she was employed in the Mayor's Office, Ms. A and Mr. Robertson never spoke about this relationship.
217. No one told Ms. A that Mr. Robertson knew about her personal relationship with Mr. Tory. When I interviewed Ms. A, she believed that no one in the Mayor's Office, including Mr. Robertson, had been aware of the personal relationship while she worked there. Ms. A knew of the arrangement that she should not be alone with Mr. Tory in meetings going forward but must have learned this from either Mr. Tory or Ms. Galbraith.
218. While Ms. A was employed in the Mayor's Office, Mr. Robertson said he was aware this could have been a potential workplace harassment issue but Mr. Tory did not express any concerns about this. Mr. Robertson also noted that all this was taking place at a time when the Delta wave of the pandemic was striking the City; he described it as the busiest time he ever had in the Mayor's Office.
219. Mr. Robertson never approached Ms. A to discuss this matter because he was concerned that Ms. A would perceive him as an "agent" of Mr. Tory's. Mr. Robertson said he was sometimes described as an "agent" by people "pejoratively" as he "was often sent on [Mr. Tory's] behalf to advance a position" Mr. Tory had.
220. Mr. Robertson saw this was a "difficult situation" where he had to "look out for [Ms. A's] interests but, kind of, interpret what those might be based on not having first-hand knowledge of what she actually felt about the situation."

221. Mr. Robertson also felt it significant that Ms. A had not complained to him about Mr. Tory and was worried that approaching her to talk about this matter would be perceived as threatening. Specifically, he said he was concerned about “just calling Ms. A up out of the blue saying ... I hear you have a relationship with the mayor; are you feeling okay?” as he worried that raising the subject could be misinterpreted.
222. Mr. Robertson said the potential risk that Ms. A was scared to talk to him about Mr. Tory’s conduct was mitigated by the conversation he had with Ms. Galbraith.
223. Mr. Robertson said he did not consult my Office as he feared it might trigger a public inquiry, or consult with anyone else at the City of Toronto, because as far as he was aware “there’s no rule book or playbook for something like this when it happens.”
224. When Mr. Robertson learned of the relationship between Mr. Tory and Ms. A in autumn 2020, he had to continue to manage the office and was keenly aware of the political consequences if this became public. At the time, Mr. Robertson was concerned all the staff in the Mayor’s Office risked losing their jobs in the fallout. Mr. Robertson said:
- That risk, just so we’re clear on my part, was about the rest of the staff and the 20 people whose jobs were at stake here for nothing that they’ve done. Clearly myself. And so, you know, I had to weigh that in the balance as well about what the prudent course was, given that a whole bunch of innocent people were about to be, or potentially, wrapped up in something like this.
225. According to Mr. Robertson, after his two brief conversations in 2020 with Mr. Tory about his personal relationship with Ms. A, Mr. Robertson only spoke to Mr. Tory about this two other times. The next time they discussed it was in early 2022, about a year after Ms. A had left the Mayor’s Office. Mr. Robertson told Mr. Tory that the relationship was a potential political liability in the upcoming election should Mr. Tory decide to run again. At that time, Mr. Robertson said Mr. Tory dismissed this and advised him “it was over and had been over for a long time.” The second time was later that year when, about a month before election day in October 2022, Mr. Tory told Mr. Robertson that the relationship had resumed. In September 2022, Mr. Robertson was also told by two other people that Mr. Tory had been seen socializing in public with Ms. A.

Ms. A's Position Upgrade in 2020

226. While Mr. Robertson did not speak to Ms. A about her relationship with Mr. Tory, and while Ms. A did not report directly to Mr. Robertson, he continued to manage and meet with her as Chief of Staff.
227. At these meetings, the staff often asked Mr. Robertson for pay increases, title changes or new responsibilities. Mr. Robertson did not see this as unusual or unprofessional because he understood they were young, eager and ambitious. He also said that in 2020, as it was midway through the Council term, staff would tell him if they were looking at leaving the Mayor's Office. Mr. Robertson says he specifically recalls Ms. A telling him, as others did, that she wished to leave the Mayor's Office. This sort of turnover was typical. Mr. Robertson also specifically said he knew Ms. A wished to leave some time before he learned of her relationship with Mr. Tory.
228. Mr. Robertson said Ms. A was keen to move up in her career and was in a position where it was hard to progress unless someone more senior left the office.
229. At the end of 2020, Ms. A appeared to have been promoted within the Mayor's Office. Her position title was changed from "senior advisor" to "manager," and she received a salary increase. Mr. Robertson described that he and Don Peat, Executive Director of Communications and Strategic Issues Management (to whom Ms. A reported) were involved; Mr. Tory was not.
230. Mr. Robertson described that the title upgrade was made to improve Ms. A's outside job prospects and to change an arcane description of her job duties to be more marketable in the private sector. Essentially, Ms. A's job duties, and the reporting structure in the Mayor's Office, remained the same. As the employment information my Office obtained from the Clerk's Office showed, similar changes of title and salary increases were provided to the contingent of mid-level managers in the Mayor's Office at the same time. Mr. Robertson said that these title and salary changes were also made to help the staff's outside job prospects. Eight of the 18 Mayor's Office staff received similar title upgrades and salary increases.

Ms. A Seeks Employment Outside the Mayor's Office

231. On October 29, 2020, Ms. A emailed Mr. Tory a partially drafted copy of her résumé and asked him to provide input on the section about her work in the Mayor's Office.
232. Mr. Tory did not specifically recall providing input in a reply email but thinks it likely he did so in a conversation with Ms. A. He said he likely told her to explain her experience in his office in a way that would be easily understood in the private sector.
233. As Mr. Tory explained, this discussion would not have been related to any need for Ms. A to seek new employment because of their personal relationship. Mr. Tory said this would be a typical conversation with any member of his staff at the midway point of a Council term. In respect of Ms. A, as she had been in Mr. Tory's office for two years and prior to that in Ottawa for a few years, Mr. Tory had previously advised Ms. A (which he said was apart from their relationship and was as he would do with any member of his staff) that she take the experience she had gained in politics to pursue a private sector career. As Mr. Tory said, being an assistant to a politician is not a long-term career.
234. While being an assistant to a politician may not be a long-term career, it does provide organizational experience and helps people make powerful contacts. Ms. A's high-profile connections in conservative circles beyond the Mayor's Office were known, and commented on, by witnesses in this inquiry.
235. As Ms. A always planned to join the private sector following her tenure in the Mayor's Office, she specifically identified MLSE as a place she would like to work because of her love of sports and her desire to join the professional sports industry.
236. Her position in the Mayor's Office introduced her to people at MLSE, especially Michael Bartlett, Vice-President Community Affairs and Events, who Ms. A said had early in her time at the Mayor's Office, proposed the possibility of her working, at some point, at MLSE. When Ms. A actively began looking for a job outside the Mayor's Office in January 2021, she said she contacted Mr. Bartlett at that time to ask him about working at MLSE. Ms. A said:
- [Mr. Bartlett] had always identified me as a talent that [MLSE] wanted to recruit. And so we kept in touch. We'd check in every six months. Again, I wasn't sure where I wanted to go. And he said when you're ready to leave, let me know, and I'd like to have a

conversation with you about opportunities that exist here at our organization. But unfortunately, when I was ready to leave, it was in the middle of the pandemic, and most people had stopped hiring. And so that's what they told me. There was no opportunity to apply for a position because they weren't hiring.

Ms. A's Employment After the Mayor's Office

237. Ultimately, in April 2021, Ms. A began a new job as the Associate Director, Campaign at Scarborough Health Network Foundation (SHNF) on a two-year contract.
238. At the same time Ms. A signed this contract, SHNF agreed to seconding her to MLSE for 1 day per week (approximately 20 percent of her time) and MLSE reimbursed SHNF for that time. The parties to the secondment agreement, SHNF and MLSE, acknowledged in writing that it was hoped MLSE would be offering Ms. A employment with MLSE in 12 months' time. This arrangement was not envisioned at the time SHNF advertised for an Associate Director, Campaign.
239. Ms. A resigned from SHNF in March 2021, which terminated the secondment arrangement between SHNF and MLSE. Ms. A signed a part-time services agreement with MLSE in April 2022. At the end of August 2022, MLSE hired Ms. A as a permanent full-time employee. This job was never posted and there was no job competition.
240. When Mr. Tory announced on February 10, 2023 he would be resigning, his letter requesting I investigate this matter said Ms. A "decided to pursue employment outside City Hall and secured a job elsewhere without my involvement."
241. While Mr. Tory's announcement did not refer to Ms. A by name, it was known to the Toronto Star (and quickly deduced by others) he had a relationship with Ms. A and that she was working at MLSE. This raised questions whether, in fact, Mr. Tory had involved himself in Ms. A's hiring at MLSE. As this question was pertinent for my inquiry, the relevant evidence I obtained is set out, below.

Ms. A's Introduction to MLSE and the World Cup in the Mayor's Office

242. As Ms. A said, the advent of the pandemic put an end to the sort of in-person events she and her team worked on. They had to adapt to supporting virtual events and took on "policy" duties

to which they were not normally assigned. At the end of 2020, as Mr. Robertson said, this work included working on the FIFA World Cup 2026 (World Cup) file in the Mayor's Office, which Mr. Robertson said Ms. A told him she was interested in.

243. While in its initial phase, Mr. Robertson said Ms. A's work on the World Cup included supporting Mr. Robertson on the panel that Mr. Tory co-chaired with Larry Tanenbaum, the Chairman of MLSE. Mr. Robertson said Ms. A would liaise with the stakeholders involved, Canada Soccer, MLSE, City Staff, and would help him "on things that I didn't need to be involved in, or I didn't have the time to be involved in."
244. While Mr. Tory and Mr. Robertson recalled Ms. A working on the World Cup file in the Mayor's Office, Ms. A and the documentary evidence suggested she had little involvement before her departure. Ms. A notified Mr. Robertson of her resignation on March 9, 2021 and said her last day in the Mayor's Office would be March 31, 2021.
245. Ms. A says she first became involved in the World Cup file, under Mr. Robertson's direction, shortly before she left the Mayor's Office. Specifically, she said she took notes at one meeting before leaving the Mayor's Office. Documents I obtained from MLSE show this meeting was the first meeting of the "Toronto FIFA World Cup Steering Committee" on March 25, 2021.
246. Two days after the meeting (March 27, 2021), Ms. A sent the following email to the people on the committee including Mr. Robertson, Councillor Mark Grimes and his staff, MLSE officials, Peter Montopoli (the General Secretary of Canada Soccer), Victor Montagliani (President of the Confederation of North, Central America and Caribbean Association Football), Patrick Tobin (City of Toronto General Manager, Economic Development and Culture) and consultant Bob Richardson. Ms. A's email said:

On behalf of Mayor Tory and Larry, we are circulating this list captioning action items agreed to at our first meeting on Thursday, with names next to each item and with appreciation for these important initial first steps.

1. Peter/Bob: Confirm mandate of security consultant and request update report with as much information related to security requirements and preliminary cost estimates as possible. Explore possibility of other resources from Toronto Police (Mayor's Office).
2. Peter/Bob: Construct government contact and stakeholder strategy document to include federal and provincial officials, Sport Canada, PMO and preliminary list of stakeholders to contact and seek support for security ask and other. Draft document with principal assignments to committee members.

3. Peter/Team: Pull together materials from original bid and elsewhere, in preparation for government meetings, and for committee members to have an initial document with requirements, dates and times as a reference.

4. Peter/Bob: Have available for next meeting a brief report on April 7 government meetings.

5. Pat/ [Ms. A]/MLSE: Pull together useful materials from Pan Am, Invictus, other major events on security, planning, etc. as resources.

For our next meeting, Thursday, April 15th at 10:00AM EST works for Mayor Tory, Larry and Victor. I will send out an updated calendar invitation with details.

247. Ms. A began work at SHNF/MLSE on April 6, 2021, only ten days after sending out the detailed instructions above arising from the steering committee's inaugural meeting.

248. Clearly, the bulk of the work that Ms. A did on Toronto's World Cup bid post-dated her tenure in the Mayor's Office. The email above, sent just before her departure, shows the Toronto World Cup Steering Committee was just in its inception at the point Ms. A left the Mayor's Office. This is consistent with the résumé she provided both MLSE and SHNF, in January and February 2021 when she was looking for a new job outside the Mayor's Office. It specifically names the "policy" files she was working on; the World Cup File is not on this list.

249. This is not to say that Ms. A did not play a major role in supporting the City's bid for the World Cup; she did, but while employed by SHNF/MLSE, not the Mayor's Office. Mr. Robertson and Mr. Tory recalled Ms. A was still employed by the Mayor's Office when she helped with the presentation when FIFA visited to look at BMO Field in the World Cup bidding process. My investigation found this happened after she had left the Mayor's Office.

250. As Mr. Tory confirmed, Ms. A was instrumental in organizing the presentation to the visiting delegation from FIFA in November 2021, after she had left his office. A City of Toronto news release from November 22, 2021 explained the delegation met with:

City staff and partners from MLSE, Destination Toronto, Canada Soccer, Exhibition Place, the Province of Ontario and Government of Canada as well as business and community leaders ... to showcase Toronto's diversity, capacity and collaboration ... [and] included a tour of BMO Field and City assets that are under consideration to be Fanfest, training and event venues.

251. Mr. Tory noted:

[Ms. A] took on a huge leadership role in coordinating that entire presentation, which was a big event. It was an all-day, very high-profile event. And, in fact, was then asked by people like Larry Tanenbaum to be the master of ceremonies for our entire bid presentation, which was, like, a huge compliment to her, that they trusted her to stand up there in front of everybody. I mean, everybody in town was, sort of, there: all the athletes and politicians and Larry Tanenbaum himself and all these people. And she was the one that, sort of, put on the whole show and organized it all too. So she not only fronted it as the MC, but she was the MC picked by [MLSE] to do that.

Mr. Tory's Role in SHNF's Fundraising Campaign

252. As noted earlier, political staff seek knowledge, experience, and contacts, to help them get work after they leave the Mayor's Office. Thus, in reviewing where Ms. A went to work after leaving the Mayor's Office, it is helpful to understand what she was doing before she left the Mayor's Office. Apart from managing virtual events, Ms. A supported Mr. Tory in his work for the SHNF Capital Campaign that launched in early 2020 before the pandemic.

253. When Mr. Tory was elected in 2014, he resigned his long-time involvement in fundraising for St. Michael's Hospital. In 2020, Mr. Tory decided to become one of the "honourary chairs" of SHNF's Capital Campaign. He did so because Mr. Tory was contacted by Alayne Metrick, a consultant with SHNF with whom he worked in the past at St. Michael's Hospital. Ms. Metrick asked him to become involved and help recruit someone to lead the campaign.

254. Mr. Tory believed this was a worthy cause because hospitals in Scarborough were "scandalously ignored over the years in terms of capital, both from the private sector, but also from the provincial government." Mr. Tory said he asked George Cope (then the CEO of Bell, and who is from Scarborough) to help in this recruitment.

255. After Mr. Cope agreed to help Mr. Tory, they met and decided to recruit Edward Rogers, Chairman of Rogers Communications. Mr. Tory said Mr. Cope was in favour of it because it was a "Bell-Rogers sort of thing ... saying well, if I can do it, then he can do it."

256. As Mr. Tory said, the three men then met and decided to recruit Michael Friisdahl, the President and CEO of MLSE to lead the campaign. As Mr. Tory described it:

[W]e sort of lassoed [Mr. Friisdahl] into doing it – George Cope, me, and Edward Rogers – because, of course, Rogers and Bell are the two people [Mr. Friisdahl]

worked for as CEO of MLSE ... So we all called him into my office and said, essentially, Michael, you're running this campaign. It'd be good for you, and, you know, Scarborough needs the help. It was put much more politely than that ...

257. Mr. Tory was also a member of the Executive of the SHNF's Campaign Cabinet. The Executive met and identified donor prospects and fundraising strategies. Mr. Tory participated and gave advice in those meetings.
258. Mr. Tory provided help to the SHNF's fundraising efforts. While Mr. Tory did not directly solicit donations to the capital campaign, he would contact potential donors and alert them to Scarborough's need for hospitals services, facilitate follow-up contact between the potential donor and the fundraising team at SHNF and report back to the SHNF about his efforts. He sometimes wrote to thank donors, once they had donated. The potential donors Mr. Tory contacted included a broad range of business and corporate leaders, including developers.

Ms. A's Support of SHNF's Fundraising in the Mayor's Office

259. To understand what Ms. A was doing, one needs to understand the role that Mr. Tory had in the SHNF Capital Campaign. Mr. Robertson said Mr. Tory's work with the SHNF was "not actually a file at the Mayor's Office." Mr. Robertson remembered that Mr. Tory had "a couple conversations with Alayne Metrick" and presumed Mr. Tory was joined by a staff person on those calls. Mr. Robertson does not recall who supported Mr. Tory on those calls and said: "It certainly wasn't a file that was assigned to anybody."
260. Mr. Tory's response also provided helpful insight on this point by explaining the more accurate distinction to make about the SHNF Capital Campaign is that it was not a "City of Toronto" file but was a file in the "Mayor's Office." Mayor's Office staff would receive the materials for meetings, discuss the file at the Mayor's Office scheduling meetings and include the meetings in Mr. Tory's agenda in the same way as other files requiring coordination with his schedule.
261. Ms. A worked directly with Mr. Tory in his SHNF work. Ms. A's understanding is that Mr. Tory's work with the SHNF was a file within the Mayor's Office. She said she was first assigned the file in early 2020 before the pandemic, by Mr. Robertson. Ms. A said she was assigned it because Mr. Tory went to an event hosted by SHNF at a restaurant, Don Alfonso's, in February 2020. As Mr. Tory described, file assignments for Ms. A would have come from

either Mr. Robertson or Mr. Peat. Mr. Tory said he did not ask Ms. A to be assigned to work on this file but was happy she was because of her organizational abilities.

262. During the pandemic, because in-person events were prohibited and had been the focus of her work, Ms. A saw that working for Mr. Tory on this file was a developmental opportunity. Ms. A said that, prior to working on this, she did not understand the world of fundraising. Ms. A would attend the virtual meetings of the Executive of the Campaign Cabinet with Mr. Tory or would represent him at those meetings if he could not attend. After meetings, she frequently had follow-up tasks to do for Mr. Tory. For example, Ms. A coordinated Mr. Tory's correspondence from the Mayor's Office thanking donors to the SHNF Capital Campaign. In advance of meetings, particularly if Mr. Tory was not going to be present, Ms. A would consult with Mr. Tory so she could convey his advice. Ms. A said that primarily she provided scheduling and administrative support to Mr. Tory and SHNF staff and others working on the Capital Campaign. Her organizational capability was appreciated those working on the Campaign Cabinet we interviewed. Mr. Tory noted that Ms. A was adept at dealing with business leaders on his behalf and on one occasion also aided the SHNF by using her personal contacts to arrange entertainers to host an event for SHNF.

263. Although the Capital Campaign began in early 2020, the full Campaign Cabinet (as opposed to its Executive) did not meet until September 2020, and met remotely every few weeks after that. Ms. A continued to work closely with Mr. Tory on this file throughout this period, which Mr. Robertson appears not to have known.

264. In or after the November 2020 meeting of the SHNF Campaign Cabinet (a meeting which Mr. Tory had to leave early), Mr. Bartlett commented to Alicia Vandermeer, the President and CEO of SHNF, that Mr. Friisdahl appeared to be somewhat dismissive in that meeting of Ms. A's help when she contacted entertainers to host an event. Mr. Bartlett texted Ms. Vandermeer that to do so was ill-advised because:

Just a heads up, [Ms. A] is perhaps the most well networked young woman I've ever met. Has been a trusted ops director for PM Harper, Tory and others...even goes on an annual hiking trek off the grid with [deleted], [deleted] and other heavy hitters in politics and business. I work very closely with her on some other community matters...impressive. She's keen to help and we should engage her as much as possible.

265. While Mr. Bartlett overstated Ms. A's work credentials, his description of her political connections was accurate. Ms. Vandermeer texted back she was very impressed and, as described below, later learned of Ms. A's own powerful contacts herself.

SHNF's Plan to Recruit a Fundraiser

266. In early 2021, Ms. Vandermeer finalized her plan to hire an "Associate Director, Campaign." The position was publicly posted on January 27, 2021. The ideal candidate for the position was described as someone who was "passionate about fundraising in a healthcare organization" and "organized, energetic, and a self-starter, with proven experience in campaign management, achieving fundraising targets and growing revenues in a philanthropic environment."

267. The requirements for the position included extensive fundraising experience, which Ms. A did not have.

268. Shortly after the position was posted, there was a remote meeting of the Campaign Cabinet on February 2, 2021, attended by both Ms. A and David Belous, who worked for the Scarborough Health Network (i.e. for the hospitals in the network, not for the foundation). Ms. A had worked with Mr. Belous in Ottawa. Ms. A said Mr. Belous had texted her during the meeting to say she should apply for the Associate Director job as he believed she would be well-suited for the job. In response, she "shut him down." As she explained, she had no interest in working in that sector and told him that.

SHNF Recruits Ms. A

269. Despite what Ms. A said she told Mr. Belous about not wanting to work in the not-for-profit sector, Mr. Belous contacted Ms. Vandermeer to suggest she try to recruit Ms. A for the Associate Director job. Ms. Vandermeer said she decided to contact Ms. A because Mr. Belous told her that Ms. A was planning to leave the Mayor's Office. He and another person on the senior leadership team at the hospital said to Ms. Vandermeer Ms. A was "amazing [and] fantastic" to work with. Ms. Vandermeer said that Mr. Bartlett provided her the same input, which Mr. Bartlett confirmed.

270. Ms. Vandermeer, who knew Ms. A from her work supporting Mr. Tory on the SHNF Executive and Campaign Cabinet, emailed her on February 4, 2021 and said:
- David Belous mentioned you and he were having a chat during our meeting the other night. I'm wondering if you have time for a quick phone call over the next week or so. I realize fundraising might not be what you're thinking about, but it would be great to check in regarding your plans. Let me know if you have time for a quick zoom call.
271. Ms. Vandermeer and Ms. A met remotely on February 10, 2021. Ms. Vandermeer said she encouraged Ms. A to apply for the job because Ms. A had a "great background." On that call, Ms. A did say to Ms. Vandermeer that her primary interest would still be to work for MLSE at some point.
272. From what followed, it is clear that Ms. A's lukewarm response did not deter Ms. Vandermeer, as she was very intent on landing Ms. A to work for her on the Capital Campaign. Ms. Vandermeer found Ms. A "pretty impressive" and was concerned about the strength of the candidate pool for the job.
273. On February 10, 2021, Ms. Vandermeer texted Ms. Metrick: "I had a very good meeting with [Ms. A]. She's interested and the mayor knows she's looking ... She will let me know by Friday if she wants to apply."
274. Both Ms. Vandermeer and Ms. Metrick seemed to understand that MLSE might also recruit Ms. A, and worried this could mean SHNF losing their candidate. Ms. Metrick replied: "I just hope Michael Bartlett isn't trying to recruit her ... or [The Toronto Hospital for Sick Children]."
275. Ms. Vandermeer texted back: "[Ms. A] already talked to [Mr. Bartlett in January 2021]. He told her they recently laid off a lot of people. Under different circumstances he would be interested. She said the job market is difficult right now ... Actually, she was thinking about sports and also met with the Olympic committee. Again, timing is not right."
276. When we interviewed her, Ms. A said she was ambivalent about going to work for SHNF as working for MLSE was her prime interest.
277. Following her conversation with Ms. Vandermeer on February 10, 2021 and before submitting her application to SHNF on February 11, 2021, Ms. A sought advice from Ms. Galbraith and Mr. Tory.

278. Ms. A said that she changed her mind about applying to work at the SHNF after talking with Ms. Galbraith because she said the experience could help amplify Ms. A's résumé.
279. Ms. A said Mr. Tory's advice was that it was valuable to gain experience outside of politics. It would be a learning experience that could lead to other opportunities.
280. Ms. A followed the advice Ms. Galbraith and Mr. Tory gave her.
281. The following day, February 11, 2021, Ms. A sent her résumé to Ms. Vandermeer and applied through the online application portal.

Ms. A Contacts MLSE

282. At this time, Ms. A said Mr. Tory also advised her "to express her interest in the sports business to the MLSE people involved in the SHNF campaign" if that was where she really wanted to work.
283. Ms. A contacted Mr. Bartlett after she spoke with Ms. Vandermeer and applied for the position. Ms. A said she told Mr. Bartlett she had done so and that if MLSE wanted to hire her, as he had previously indicated, this was their last chance.
284. Although Ms. A did not specifically remember the day when she contacted Mr. Bartlett, the evidence of Mr. Bartlett and Ms. Vandermeer shows it was February 11, 2021. After speaking with Ms. A, he texted Ms. Vandermeer that day and said he and Ms. A had "just chatted" and what a "great idea" it was for SHNF to hire Ms. A. Ms. Vandermeer texted back: "I know!! I hope she is interested. Please tell her what great experience she will get!" It is evident by this date, two weeks before Ms. A was interviewed, that SHNF was intent on hiring her – and was worried MLSE might beat them out.
285. As Mr. Bartlett told his superior in an email that day: "I learned today that SHN wants to hire [Ms. A], now that they have found out she's open for offers. But she's a talent we should target."

286. Ms. A said she used SHNF's interest in her as leverage with Mr. Bartlett and MLSE. Apparently at his request, Ms. A sent her résumé to Mr. Bartlett on February 12, 2021 to pursue her interest in being hired at MLSE.
287. Ms. A also spoke to Mr. Robertson at this time, to provide him advance notice that she might be leaving. The Mayor's Office is a small team and "when one cog in the wheel goes ... it's not easy to replace." She said the more advance notice she gave was better for the office and "the success of the team."
288. Ms. A also spoke to Mr. Robertson because she knew he was friendly with Nick Eaves, the Chief Venues and Operations Officer, who she did not personally know but understood was in an important position at MLSE.
289. What Ms. Vandermeer and Ms. A, however, did not know when they spoke separately to Mr. Bartlett on February 11, 2021 was that circumstances had changed for MLSE and Mr. Bartlett. In early February 2021, Mr. Bartlett knew he was going to be leaving MLSE as he had just been recruited to become the Chief Operating Officer of Basketball Canada. He had already advised MLSE management of his departure but SHNF would not learn of this until very shortly before this news was made public on February 22, 2021.
290. On February 11, 2021, Mr. Bartlett emailed his superior, Shannon Hosford, the Chief Marketing Officer, with a detailed proposal about how MLSE could assign his work upon his departure. As Mr. Bartlett described in his interview with us, the government relations work he did for MLSE (including the work on the SHNF Capital Campaign supporting Mr. Friisdahl) was an additional responsibility on top of his already demanding portfolio. Of note, Mr. Bartlett was not involved with World Cup planning or projects before his departure from MLSE. That was Mr. Eaves' role.
291. Before he had received and read Ms. A's résumé, Mr. Bartlett proposed this to Ms. Hosford (emphasis added):

This is based on the hiring of [Ms. A], currently Director of Operations & Special Projects for Mayor Tory. The Mayor is supporting [Ms. A] in her effort to find opportunities out of politics...she's been working for politicians since she was out of university and has been part of major election campaigns (and support staff) for Prime Minister Harper, Rona Ambrose & now Mayor Tory.

[Ms. A] serves a similar role for the Mayor on the SHN project as I do for MF. In fact, she's on a lot of the committees I'm on, for the Mayor. She's got the network and the relationship with SHN to be a skilled project manager for MF and the campaign. **I know for a fact that [Ms. A] would love to work for MLSE one day...the Mayor even mentioned it to me in passing one day.** She could also support the MarComm operation in a Chief of Staff kind of role.

She'll also replace some of my GR capabilities...in fact, her government network is WAY BETTER.

I learned today that SHN wants to hire [Ms. A], now that they've found out she's open for offers. But she's a talent we should target.

292. Again, Mr. Bartlett overstated Ms. A's work credentials. As noted, he also said he personally spoke with Mr. Tory who told Mr. Bartlett Ms. A wanted to work at MLSE.
293. When asked about where and when he spoke with Mr. Tory, Mr. Bartlett could remember few specifics about what was said or when and where this took place. He said Mr. Tory said this to him in an aside during an "in-person" meeting somewhere with others during the Capital Campaign. He was positive it was during a meeting that was not at City Hall.
294. This description was odd because, as the evidence shows, meetings of the Executive and Campaign Cabinet were being conducted remotely and Mr. Tory's busy schedule meant he could not always attend. If Mr. Bartlett had been in contact with Mr. Tory about MLSE matters, this presumably would have been registered with the Lobbyist Registry; which it is not. Even then, Mr. Tory described that in the relevant period he was working alone from the Mayor's Office and attending most meetings remotely.
295. I think there is a strong likelihood that, just as Mr. Bartlett exaggerated Ms. A's credentials to his superior, he may also have somewhat exaggerated his familiarity with Mr. Tory and that Mr. Tory spoke with him about Ms. A.
296. On February 12, 2021, Ms. Hosford emailed Mr. Friisdahl to advocate that Ms. A be hired to replace Mr. Bartlett. She wrote:
- As I think about [Mr. Bartlett's] departure and some of the areas that we identified as a gap I am putting forward [Ms. A] as a potential candidate. Specifically, to address strategic initiatives that fall outside the scope of our community team but are an important part of [Mr. Bartlett's] existing role. The area of spokesperson for intragovernmental affairs and other areas of civic responsibility like our hospital relations ... I believe you are familiar with [Ms. A] and her work. She is looking for a change and has approached us.

297. There is no mention of the World Cup file or of Mr. Tory being involved in Ms. A's job-hunt.
298. On the morning of February 17, 2021 (sometime before a scheduled meeting of the SHNF Campaign Cabinet that afternoon), Mr. Tory texted Mr. Friisdahl:
- Hi Michael. Would you have a minute or two to discuss something which intersects MLSE and SHN? Let me know.
299. I asked Mr. Tory if he was texting Mr. Friisdahl to speak about a potential shared role for Ms. A between SHNF and MLSE, which was different from the Associate Director position at SHNF to which she had applied. He answered:
- No, I was not referring to a shared role between MLSE and SHN. There was some discussion at the time, not initiated by me, as to whether the role for which Ms. A was being considered could be housed either in SHN or in MLSE. This was something for those organizations to work out and not for me to advise or advocate as the written material makes clear. It never occurred to me that a shared role was a possibility, though again this was a matter for SHN and MLSE to work out and not for me to advise. The point is, I would not have referred in a text message to a concept (shared role) that at the time I did not even contemplate.
- There were many connections between SHN and MLSE, many flowing from the fact that Michael Friisdahl of MLSE was also Campaign Cabinet Chair [for the SHNF].
300. Mr. Tory and Mr. Friisdahl connected by phone later that day before the afternoon's Campaign Cabinet meeting as shown by a text that Mr. Friisdahl sent Mr. Tory during that meeting:
- Hi John, thank you very for your text and the great feedback on our call as well on [Ms. A], it is very much appreciated! She seems very impressive! I will pick up the discussion internally in the next day or two and I will get back you early next week with an update. All the best, Michael
301. Mr. Tory, when asked about his text, said the "intersection" he was referring to did not refer to Ms. A. Mr. Friisdahl, when asked, agreed the "intersection" Mr. Tory referenced had to do with something Mr. Friisdahl was doing in his role as Campaign Chair. Mr. Friisdahl also said Mr. Tory brought up Ms. A in the conversation. Mr. Friisdahl said:
- To the best of my recollection, Mr. Tory raised the fact that Ms. A was interested in an opportunity to work outside politics. Mr. Tory suggested that she had an interest in the sports and entertainment sector. He also was complimentary about her skillset and work ethic. I told Mr. Tory I was not sure if MLSE had the capacity to hire Ms. A at that time. This was in the middle of the pandemic and there was a lot of uncertainty.
302. When specifically asked if he had any discussion on his call with Mr. Tory about Ms. A working on the World Cup file at MLSE, Mr. Friisdahl does not recall them doing so.

303. Mr. Friisdahl also remembers that he communicated with Mr. Eaves about the possibility of Ms. A working at MLSE shortly after Mr. Friisdahl had been in touch with Mr. Tory on February 17, 2021. Mr. Eaves does not remember any such exchange.

304. In this instance, based on documents Mr. Eaves produced, Mr. Friisdahl's recollection seems more accurate than Mr. Eaves'.

305. In the early evening of February 17, 2021, Ms. Metrick emailed Mr. Tory to thank him for contacting some fundraising prospects. In reply later that night, Mr. Tory emailed her back and brought up Ms. A. He wrote (emphasis added):

I assume you knew [Ms. A] had been asked for an interview by Alicia? I was talking to [Mr. Friisdahl] today...I think she would do well there or working for [Mr. Friisdahl] at MLSE with her #1 assignment being to be his right hand person (and on their payroll!!!!). **But she would be good at SHN too, mentored by Alicia and by the woman I told her was the best fundraiser and mentor she could have in Canada: you! I don't know whether there is an intense competition for this Director job they called her about.** She has less direct fundraising experience but more street savvy and connections.

306. In reply, Ms. Metrick emailed:

Re [Ms. A] - I just heard about her wanting to have a new experience at the end of last week. I was worried that you will lose her, as I know that she has been a big help to you and your job is so huge. Alicia and I will be interviewing [Ms. A] and we are both very positive about wanting to hire her. I would for sure help to mentor her as would Alicia. Do you have another young person with those kinds of skills to help you?

307. It is evident that Mr. Tory, prior to his emails with Ms. Metrick, learned from Ms. A that she was being interviewed at SHNF. On his own initiative, Mr. Tory brought up the subject with Ms. Metrick, who then gave him a strong indication that SHNF intended to hire Ms. A.

308. Mr. Tory's initial response to my inquiry was not consistent with this evidence. When he was asked, when did Ms. A tell him "that she was actively looking for employment outside the Mayor's Office?" Mr. Tory submitted:

In our personal conversations from perhaps January 2021 on ... she would mention that she was keeping her eyes and ears open, but she did not tell me at anytime that she was actively seeking employment. The first I knew she might leave came with a communication from the hospital campaign officials, to me, that they were talking with Ms. A about joining SHN.

309. I note this not to question Mr. Tory's credibility. Mr. Tory was credible during his interview but his recollection of events, understandably, was not always accurate. The fact is, Mr. Tory knew Ms. A was looking to leave his office and would be interviewing at SHNF; Ms. A told him this.

The Race to Hire Ms. A

310. The day after Ms. Metrick assured Mr. Tory she and Ms. Vandermeer would be interviewing Ms. A, and were "very positive about wanting to hire her," Ms. Vandermeer emailed a person at SHNF helping her screen the applications and told him that she was giving him a list with four names but she only wanted to interview three people. The list (which was not in alphabetical order) had four names on it. The last three had prior fundraising experience, the first (Ms. A) did not. Ms. Vandermeer emailed:

Here are the names I am interested in interviewing:

1. [Ms. A] (recommended by Mayor Tory)

311. Ms. A was one of the two (of four) candidates who had a "recommended by ..." notation beside their name. The second person who was recommended by someone other than Mr. Tory withdrew from the competition before SHNF conducted interviews. Ms. A was contacted by SHNF on February 18, 2021 and her interview was arranged for February 25, 2021.

312. Ms. Vandermeer took meticulous records of her daily contacts and conversations with people outside the SHNF who were on the Campaign Cabinet (e.g. Mr. Friisdahl and Mr. Bartlett) or who were fundraising prospects. She was, however, in almost constant contact with Ms. Metrick by phone and by text and did not document those daily contacts. Prior to sending that email, there is no evidence Ms. Vandermeer discussed SHNF's recruitment of Ms. A with either Mr. Tory or Mr. Friisdahl. When asked how she knew Ms. A was recommended by Mr. Tory, Ms. Vandermeer said "I can only assume that the recommendation from the mayor came from Alayne [Metrick]." As Ms. Vandermeer explained, Ms. Metrick was the primary liaison between Mr. Tory and SHNF.

313. When Ms. Metrick was asked who Mr. Tory had recommended Ms. A to at SHNF, Ms. Metrick said "Alicia [Vandermeer]." Given Ms. Vandermeer's record keeping, the fact that Ms. Metrick was Mr. Tory's primary contact, and the fact that Ms. Metrick had exchanged emails with Mr.

Tory on this very topic the preceding night, it is safe to conclude that Ms. Vandermeer's evidence is more reliable on this point than Ms. Metrick's.

314. In reviewing the evidence, it is clear that Ms. A had very few of the mandatory or recommended qualifications for the posted position of "Associate Director, Campaign." Ms. Vandermeer acknowledged that, while Ms. A did not have a background in charitable fundraising, there were compelling reasons to recruit Ms. A. Ms. A was experienced in dealing with senior government and business leaders, managing logistics and projects, motivating people and moving things forward.
315. Ms. Metrick, when asked, reinforced and expanded on these points. She said:
- In fundraising it's very tough. There's a huge competition for staff so we always have to look outside of fundraising ... I've been a president [of a charitable fundraising foundation] for many, many years and often we would say to people do you know anybody? We're looking for people with certain skills. We did not have a good person [in this candidate pool]. Alicia needed a good person. We needed someone. And I have found personally that people who have had a political background, young people who have had a political background have been great people to hire in fundraising offices just because of the skill sets.
316. Ms. A's interview with SHNF was scheduled for the day after the February 24, 2021 Campaign Cabinet meeting. By that date, it was known by SHNF and everyone else on the Campaign Cabinet that Mr. Bartlett was leaving MLSE (and thus the SHNF Capital Campaign) to work at Basketball Canada and this would be his last meeting.
317. On February 23, 2021, the night before the Campaign Cabinet meeting, Mr. Friisdahl spoke to Mr. Eaves about Ms. A. Before they spoke, Mr. Friisdahl's executive assistant re-surfaced Ms. Hosford's February 12, 2021 email to Mr. Friisdahl proposing Ms. A as an employment prospect, as well as her résumé. Given a call with Ms. Vandermeer and texts with Mr. Tory the following morning, it is evident that Mr. Friisdahl and Mr. Eaves agreed that Mr. Eaves would interview Ms. A in two days about her working on the World Cup file at MLSE.
318. The Campaign Cabinet meeting was held remotely on the morning of February 24, 2021. Mr. Tory was present. Prior to the meeting, Mr. Friisdahl contacted Ms. Vandermeer to ask to speak separately with her after the meeting. Ms. Vandermeer reported this in an email to staff at SHNF noting "I'm assuming it's about transition at MLSE with Michael Bartlett's departure." Instead, Mr. Friisdahl spoke to Ms. Vandermeer about Ms. A.

319. Ms. Vandermeer believes she told Mr. Friisdahl that SHNF would be interviewing Ms. A for the Associate Director position at SHNF the next day, February 25, 2001.

320. Mr. Friisdahl also said to Ms. Vandermeer that he was thinking about having Ms. A work for MLSE under Mr. Eaves on the World Cup File.

321. As Ms. Vandermeer described, this was a “funny moment” as she was interested in hiring Ms. A but did not want to be competing with MLSE and would “stand down” if she had thought this was the case. There was no suggestion or evidence that Mr. Friisdahl tried to dissuade Ms. Vandermeer from recruiting Ms. A. Instead, it appears it was left as an open question between them as to whether both their interests in recruiting Ms. A could somehow be accommodated.

322. After his call with Ms. Vandermeer, Mr. Friisdahl texted Mr. Tory later that morning (emphasis added):

Hi John, thank you for joining the meeting this morning, it is very much appreciated!! **I am just following up on our discussion regarding [Ms. A], she has an interview with Alicia tomorrow. Nick Eves [sic] will reach out to [Ms. A] on Friday to set up an interview and look at the possibilities.** I did speak to Alicia and she is aware that we are also speaking to [Ms. A] **and we agreed that to the extend both organizations have interest that it will off [sic] course be [Ms. A]’s choice.** I will keep you posted. Thanks, Michael

323. Mr. Tory texted back (emphasis added):

Thank you Michael and on the campaign you know you can ask me to do anything by way of introducing and selling etc—how can actually ask for the money [sic]! But I am all in. I want this to be a great success for them and for you frankly since we dragooned you into this! **As for [Ms. A], you all will sort that out but she is very able and as I said earlier (last comment on territory that isn’t mine) the win-win-win including her to the max would probably be working for MLSE where she could be at your right hand on SHN but also establish herself as part of a team she wants to be on. Anyway you will all sort that out and I just want to say thank you for that** but moreso THANK YOU for what you are doing for SHN. It’s unprecedented for them but richly deserved and much needed and your leadership is making a huge difference.
John

324. To conclude the exchange, Mr. Friisdahl texted:

Thank you John for your support, kind words and all time to have committed to SHN, we certainly couldn’t do it without you!! I look forward to meeting with [Ms. A] and will continue to keep you posted. All the best, Michael

325. Apart from later supplying a formal reference for Ms. A to Ms. Vandermeer, this appears to be the last communication Mr. Tory had with SHNF and MLSE about hiring Ms. A. Mr. Friisdahl, when asked, said he did not communicate with Mr. Tory again about the recruitment of Ms. A by SHNF and/or MLSE.
326. Ms. A said that, apart from a reference check with Ms. Vandermeer, she was not aware that Mr. Tory had communicated with anyone at MLSE or SHNF about her being hired.
327. Ms. A was interviewed by Ms. Vandermeer, Ms. Metrick and a third person at SHNF on February 25, 2021. It was a standard interview and the panel asked all three candidates the same questions. The competing interest of MLSE in Ms. A was not discussed in the interview. After the interviews were completed, Ms. A was considered the leading candidate but Ms. Vandermeer was worried SHNF might be infringing on an intended hire by MLSE. For that reason, Ms. Vandermeer texted Mr. Friisdahl on the morning of Friday, February 26, 2021:
- We interviewed [Ms. A] yesterday - she's very impressive. We want to hire her. I would like to follow up with her, so please let me know if you want to check in about next steps.
328. Mr. Friisdahl texted back:
- Sounds great. Nick is meeting [Ms. A] today, so let's circle back on next steps.
Thanks.
329. From this evidence, Mr. Friisdahl appears to have been the person making the ultimate call as to where Ms. A would be employed after she left the Mayor's Office.
330. That afternoon, SHNF set up a Zoom meeting for March 1, 2021 with Mr. Friisdahl and Mr. Bartlett to discuss this issue. Mr. Bartlett forwarded this information to Mr. Eaves and added him to the meeting invitation.
331. As Mr. Friisdahl also appears to be the only person at MLSE with whom Mr. Tory communicated about hiring Ms. A, I asked Mr. Friisdahl the following specific questions about this in relation to the World Cup file:
- i) Did Mr. Tory suggest in his February 17, 2021 call with you that you should hire Ms. A to work for MLSE on FIFA 2026 World Cup matters?

To the best of my recollection, he did not.

- ii) If Mr. Tory did not suggest in his February 17, 2021 call with you that you should hire Ms. A to work for MLSE on FIFA 2026 World Cup matters, did he suggest this to you at any other time between February 17 and 24, 2021?

To the best of my recollection, he did not.

- iii) If the answers to i) and ii) is “no”, did you personally come up with the idea that Ms. A should work for MLSE on FIFA 2026 World Cup matters and when was that?

To the best of my recollection, either Nick Eaves or I came up with the idea that Ms. A may be able to assist on this project. This would have occurred in the context of us discussing whether it made sense to hire Ms. A at this time and what roles she could fill.

- iv) Did you tell Mr. Tory in your February 17, 2021 call with him that MLSE was considering hiring Ms. A to work for MLSE on FIFA 2026 World Cup matters?

I do not recall.

332. I also asked Mr. Friisdahl the following general questions about whether he or others at MLSE felt Mr. Tory was pressuring them to hire Ms. A:

- 1) In February and March 2021, did you feel that Mr. Tory was pressuring MLSE to hire Ms. A?

No.

- 2) In February and March 2021, did you express any concern to Mr. Eaves or anyone else at MLSE that Mr. Tory was pressuring you to hire Ms. A at MLSE?

No.

- 3) In February and March 2021, did Mr. Eaves ever express any concern to you that Mr. Tory was pressuring MLSE to hire Ms. A?

No he did not.

- 4) In February and March 2021, did anyone else at MLSE ever express any concern to you that Mr. Tory was pressuring MLSE to hire Ms. A?

No.

Mr. Tory's Involvement with Ms. A's Hiring: Real and Perceived

333. Mr. Friisdahl's answers to my questions about whether Mr. Tory was pressuring MLSE to hire Ms. A were credible and reliable.
334. However, a text exchange between Mr. Eaves and Mr. Bartlett on February 26, 2021, raised a question of whether that was true. Mr. Eaves texted: "sounds like mayor is putting the lean on this one, oddly."
335. Mr. Eaves joined MLSE in 2016 as its Chief Venues and Operations Officer. His specific recollections of the hiring of Ms. A in 2021 are weak, which is entirely understandable.
336. In the early part of 2021, Mr. Eaves' executive portfolio managing MLSE's sports, training and entertainment facilities, and restaurants was especially challenging given the pandemic. All venues were closed and revenue dried up. Of the 150 or so permanent full-time employees that he oversaw, many were put on temporary inactive status. Many MLSE part-time employees simply had no work. As he described, MLSE "obviously lost a lot of people through the course of the pandemic and then coming out of the pandemic."
337. During the pandemic, Mr. Eaves said MLSE moved into a "survival" mode and it became normal for him to communicate personally with Mr. Tory about the changing border restrictions, public health measures and other things affecting MLSE's business.
338. When interviewed, Mr. Eaves said he personally knew and had worked with Ms. A for two years prior to speaking with her on February 26, 2021. Mr. Eaves said they personally knew each other because Ms. A had worked for Mr. Robertson on the World Cup file and on parades and outdoor practices that involved MLSE.
339. Ms. A's evidence was different. Ms. A said that prior to February 2021 she had only ever met Mr. Eaves once, in 2019, when Mr. Tory (supported by Ms. A) attended the MLSE staff expo when Mr. Eaves greeted them at the side of the stage. Ms. A's evidence seems more reliable given that she only started supporting Mr. Robertson on the World Cup file at the end of March 2021.

340. Ms. A thought it likely, but is not certain, that Mr. Bartlett told her Mr. Eaves would call her on February 26, 2021 to talk about working at MLSE. Mr. Eaves does not remember how this call was set up.
341. Ms. A said she was nervous when she spoke with Mr. Eaves because she did not personally know him and really wanted to work for MLSE; she described the call as both an interview and a networking session. Ms. A said:
- [M]y pitch was, you know, you need support with the [SHNF] – or Mr. Friisdahl does. But you also have these gaps in your company. So you hire me full-time, and I'll do both from MLSE.
342. Mr. Bartlett, while not a direct report to Mr. Friisdahl, was assigned to help Mr. Friisdahl on the Capital Campaign because Mr. Bartlett had prior experience with the MLSE Foundation and in charitable fundraising for hospitals. The February 24, 2021 Campaign Cabinet meeting was Mr. Eaves' first meeting on the file. Mr. Eaves, although he held a more senior executive role at MLSE than Mr. Bartlett, did not have as much experience in the hospital fundraising sector as Mr. Bartlett.
343. In essence, Ms. A's "pitch" to Mr. Eaves on February 26, 2021 was identical to Mr. Tory's pitch to Mr. Friisdahl on February 17, 2021 (which Mr. Tory had described in his email to Ms. Metrick later that day) and on February 24, 2021. This is not surprising given that Ms. A, as noted earlier, said she consulted Mr. Tory before speaking with Mr. Eaves.
344. Ultimately, what Ms. A pitched (with Mr. Tory's input and support) was rejected and a "reverse" arrangement was devised.
345. At the conclusion of her call with Mr. Eaves on February 26, 2021, Ms. A said she did not know where she stood with either Ms. Vandermeer or Mr. Eaves. Ms. A said she remembers "feeling extremely out of the loop ... because after my conversation with [Mr. Eaves], I had left it in their hands to talk about amongst themselves, and I was not a part of those conversations."
346. Mr. Eaves said his call on February 26, 2021 was not "an interview in the traditional sense" as MLSE knew Ms. A and it had already "identified a particular set of needs that we were pretty certain that she'd be a good fit for in some capacity or another" so no references were requested. Mr. Eaves also had no recollection of what he and Ms. A discussed.

347. Mr. Eaves said, however, he recalled performing his due diligence at the time by speaking with both Mr. Robertson and Mr. Tory about Ms. A. Mr. Eaves said they were both: “advocating for her, speak[ing] highly about her, really validating that she's got a set of skills and experiences, and so on, that, you know, were -- were fantastic. So that advocacy was clear, but it never went beyond advocacy.”
348. In particular, Mr. Eaves said he had a personal discussion with Mr. Tory:
- [I]n and around this timeframe ... I don't know the date, but I remember having a conversation where he mentioned that she was leaving his office. I can't remember if I already knew that or not. But he mentioned it, said that he knew that she was very interested in -- in MLSE, and spoke to her ability, spoke to his experience with her and the work that she had done at the mayor's office, which was, as I said, consistent, obviously, with everything that we had seen in working with her. But that was -- that conversation was all about, you know, sort of speaking to skill and ability, you know, full stop.
349. When asked if this conversation with Mr. Tory was before he spoke with Ms. A on February 26, 2021, Mr. Eaves said:
- Oh, I probably spoke with Ms. A a few times, so I don't know ... where in the sequence that was. It was all in and around this same sort of February, maybe March.
350. This oral evidence from Mr. Eaves about speaking with Mr. Tory is not reliable. Mr. Robertson confirms that he spoke with Mr. Eaves to give a reference for Ms. A and the documentary productions from Mr. Eaves point to the fact this was likely on February 18, 2021, when Mr. Eaves texted Mr. Robertson because he wanted to talk, presumably about the hiring of Ms. A. If Mr. Eaves had been in contact with Mr. Robertson about other matters, this presumably would have been registered with the Lobbyist Registry; which it is not. This would square with Mr. Friisdahl's evidence that he spoke with Mr. Eaves shortly after Mr. Tory's call with Mr. Friisdahl on February 17, 2021. Ms. A's evidence and the documents I obtained do not show Mr. Eaves having “a few” conversations with Ms. A at this time; their call on February 26, 2021 appears to be the only time they spoke.
351. Given Mr. Eaves' generally poor memory of times and events, two things may account for the likelihood he is in error about having talked to Mr. Tory in February 2021 about MLSE hiring Ms. A. If Mr. Eaves did talk with Mr. Tory about Ms. A, that conversation is more likely to have taken place at a much later date after Ms. A was working at SHNF but seconded to MLSE and working part-time on World Cup matters.

352. The more likely explanation is that Mr. Eaves only spoke to Mr. Robertson about Ms. A. Mr. Robertson confirmed two things from February 2021. First, Ms. A asked Mr. Robertson to be a reference for her with Mr. Eaves. Second, Mr. Robertson spoke to Mr. Eaves and provided a positive reference about Ms. A.
353. As Mr. Robertson noted above, he was often perceived as speaking for Mr. Tory. It is not hard to imagine that Mr. Eaves similarly felt what Mr. Robertson said to him on February 18, 2021 reflected Mr. Tory's personal endorsement of someone in his office, which would be appropriate in giving a favourable reference.
354. The morning before Mr. Eaves' February 26, 2021 call with Ms. A, Mr. Bartlett texted Mr. Eaves to see if Mr. Eaves would like to connect with him after that call to discuss the hiring of Ms. A. Mr. Eaves said he would and later that afternoon texted Mr. Bartlett (emphasis added):
- [Mr. Friisdahl] didn't like the [Ms. A] at [SHNF] option. He seems to want her on the inside and **sounds like the mayor is putting the lean on this one, oddly**. It's not final but I am going to ask [Salma Dhroliya, Senior Director of People and Inclusion] to help with a job descrip. I'll forward her your email with the functions that [Ms. A] could take on. We can discuss Monday [March 1, 2021].
355. Mr. Eaves was asked what he remembered of his communication with Mr. Friisdahl, which led him to conclude that Mr. Friisdahl did not want Ms. A to go to SHNF but instead wanted her to be "inside" MLSE. Mr. Eaves does not remember any of his communication with Mr. Friisdahl on this question but believes Mr. Friisdahl's preference was to have Ms. A "dedicated full-time" to the tasks Mr. Bartlett identified, especially supporting Mr. Friisdahl's work on the SHNF Capital Campaign.
356. When asked if Mr. Eaves' text accurately captured his preference at that time as to who should hire Ms. A, Mr. Friisdahl said this:
- Generally speaking, yes, but I need to provide some nuance. I was impressed by Ms. A as a candidate. Also, because Mr. Bartlett was leaving for a new role with Basketball Canada, I knew that there was a need in governmental affairs and community outreach. I was uncertain whether we could hire Ms. A given the economic climate at that time, but I also did not want to miss out on the opportunity to have work [sic] with MLSE at all.
357. As noted previously, Mr. Friisdahl said he did not believe Mr. Tory was pressuring MLSE to hire Ms. A and Mr. Eaves (who reported to Mr. Friisdahl) did not communicate any concerns to

him that MLSE was being pressured by Mr. Tory.

358. Mr. Eaves was specifically asked what he meant by the phrase “sounds like the mayor is putting the lean on this one, oddly.” He said:

I don't remember this exchange, so I'm not remembering, you know, what the -- you know, what the intention was. Certainly I know what was clear in all the conversations I was having, which was, you know, there was advocacy on the mayor's part and on the chief of staff's part, but never anything more than that.

359. Mr. Bartlett was interviewed about the potential of MLSE hiring Ms. A full-time to backfill his government relations work and support of Mr. Friisdahl on the SHNF Capital Campaign. Mr. Bartlett said the major roadblock (apart from the restrictions on hiring because of MLSE's business situation) was that the February 11, 2021 proposal he put together to address his government and community relations work was not enough work to justify a full-time position. Mr. Bartlett's work for MLSE did not include working on the World Cup file; that file was Mr. Eaves' responsibility at MLSE. The week before, as described above, Mr. Friisdahl had already discussed with Mr. Eaves the possibility that Ms. A could work on the World Cup file at MLSE and directed Mr. Eaves to speak with Ms. A on February 26, 2021.

360. On February 27, 2021, Mr. Eaves asked Ms. Dhroliya to prepare a job description at MLSE for Ms. A as shown in emails sent by Mr. Eaves. Mr. Eaves emailed: “Decision has not been made to hire but [Mr. Friisdahl] is keen, for a bunch of reasons, which we can discuss.”

361. I asked Mr. Friisdahl if, at that time, he was “keen” to hire Ms. A to work on World Cup matters; he said:

That was part of my thinking, but this was not the exclusive reason to hire her. One of the attractions of potentially hiring Ms. A was her experience working at the City of Toronto. Because of this experience there was an interest at MLSE in seeing whether Ms. A could fill a role that would have a government affairs and community relations aspect.

362. When shown these emails and asked what duties he anticipated would be attached to that position, Mr. Eaves said:

Again, I don't recall this -- all of the specifics, but presumably the various things that Michael Bartlett had identified, plus FIFA World Cup, because that was becoming an increasingly important priority for us that we needed to resource.

363. At the end of February 2021, MLSE needed to decide if it was going to hire Ms. A. Ms. Vandermeer's offer to hire Ms. A at SHNF was being held in abeyance as she waited to hear

from Mr. Friisdahl. The option of SHNF hiring Ms. A with a part-time secondment to MLSE was apparently devised by Mr. Eaves at that time.

364. When asked, Mr. Eaves did not recall whether MLSE or SHNF came up with the idea of a secondment.
365. Mr. Friisdahl said that he was not involved in discussing the precise details but that the concept was one that evolved from discussions that he had with Mr. Eaves. This is confirmed by an email Mr. Bartlett sent to Ms. Dhroliya and Craig Mongeon, Human Resources Manager, on February 28, 2021. When asked about the details of Ms. A's proposed job description, Mr. Bartlett replied: "Well, I don't have any clarity to what [Mr. Friisdahl] has directed to [Mr. Eaves]."
366. Mr. Bartlett went on to note in his email that Mr. Friisdahl and Mr. Eaves had been discussing this without including Ms. Hosford and that Mr. Bartlett was "not sure if [Ms. Hosford has] aligned her go forward structure with [Mr. Friisdahl] yet."
367. The evening of February 28, 2021, Mr. Eaves and Mr. Bartlett again exchanged texts about the model for employing Ms. A at MLSE. In general, Mr. Eaves commented that the job seemed somewhat undefined. On that basis, he asked Mr. Bartlett: "Do you think [Ms. A would] be able to navigate the MLSE way (hands on, figure it out as you go, we're all strategists... and, front line doers...)"
368. Mr. Bartlett replied: "Based on my experience with her...and the mayor's affinity for her, yes."
369. In his interview Mr. Bartlett said that by "the mayor's affinity" he meant the "trust" of Mr. Tory.
370. The word "affinity" is not a synonym of "trust." It means "liking for," "fondness for," or "attraction toward." Why did Mr. Bartlett use that word?
371. Did Mr. Bartlett have some belief Ms. A had some special status in Mr. Tory's eyes and therefore hiring her would be personally important to Mr. Tory? There is no evidence of this. The statement seems to be nothing more than a recognition that Ms. A had worked closely

with Mr. Tory and Mr. Bartlett confirmed he had no idea of the personal relationship until he saw the news in February 2023.

372. Mr. Eaves and Mr. Bartlett's texts were very frank. Mr. Bartlett, too, was concerned the job seemed undefined and that Mr. Friisdahl's apparent direction might pose a problem with MLSE's community strategy overseen by Ms. Hosford. Mr. Bartlett texted that he felt Mr. Friisdahl "really didn't show much engagement" for the MLSE community strategy. As it was mostly a backfill for government relations work Mr. Bartlett had been doing, Mr. Bartlett had recommended the position created for Ms. A report to Ms. Hosford – not Mr. Eaves. In reply, Mr. Eaves texted Mr. Bartlett: "Believe me, I'd rather that."
373. From this exchange, it is evident that the initial direction Mr. Friisdahl was giving about hiring Ms. A to work for Mr. Eaves was not Mr. Eaves' preference.

SHNF and MLSE Agree on a Plan to Hire Ms. A

374. Mr. Friisdahl, Mr. Eaves and Mr. Bartlett from MLSE and Ms. Vandermeer and Ms. Metrick from SHNF met by Zoom on the morning of March 1, 2021. Ms. Vandermeer's notes show they discussed three topics. The second and third topics related to potential donors and about an upcoming event. The first topic was "transition re Michael Bartlett/ [Ms. A]." Following that meeting, a call was scheduled that afternoon for Mr. Eaves to speak with Ms. Vandermeer about how MLSE preferred to proceed with respect to Ms. A.
375. After the morning meeting, but before he called Ms. Vandermeer, Mr. Eaves connected with Mr. Bartlett by text. Mr. Eaves texted Mr. Bartlett that he got direction from Mr. Friisdahl to approve a model where MLSE would second Ms. A from SHNF. Mr. Eaves texted:
- All good. [Mr. Friisdahl] likes the model of [Ms. A] at [SHNF], avail to us at 20%, with us picking up 20% of her salary and expectation that we'll best efforts find a role for her within 12 mos, once foundation push is further along and we're back in bus. Good outcome, I think
376. From this, it appears Mr. Eaves negotiated out of being assigned a full-time report (Ms. A) by proposing a secondment arrangement with Mr. Friisdahl sometime after the morning Zoom meeting with SHNF on March 1, 2021.

377. Mr. Eaves evidently connected with Mr. Bartlett, in advance of those negotiations, to tell Mr. Bartlett that he was re-engaging with Mr. Friisdahl. This is evident from an email that Mr. Bartlett sent to someone in HR at MLSE that morning who was completing the draft of a full-time job description for Ms. A. Mr. Bartlett told him to hold off doing further work because: “[Mr. Eaves] and [Mr. Friisdahl] were talking again...might be a way for a [Ms. A] to work directly for SHN (they are offering her a job today) and for [Mr. Friisdahl] to get all of the stuff handled that he wanted handled.”
378. As Mr. Eaves described, Ms. A’s secondment from SHNF was “obviously a unique arrangement.” From the time he was hired in 2016 until the pandemic struck, he was aware of no other contractual arrangement like this between his division at MLSE and an external registered charity. But, as he said, “they were atypical times.”
379. On the afternoon of March 1, 2021, Mr. Eaves spoke with Ms. Vandermeer as planned. Ms. Vandermeer’s notes explain what SHNF was proposing to offer Ms. A. The notes also explain that Mr. Eaves said Mr. Friisdahl’s “highest priority” was for Ms. A to work for SHNF as that was his and MLSE’s commitment. MLSE wished to “tap into [Ms. A] for other charity efforts” and “access her as needed” for other tasks for no more than 20 percent of her time. Ms. Vandermeer noted Mr. Eaves said that it would be a possibility for Ms. A to move over to MLSE in 12 months’ time.
380. After her call with Mr. Eaves, Ms. Vandermeer emailed Ms. A to arrange a time for them to speak, at which point Ms. Vandermeer would offer her the two-year contract with SHNF subject to a reference check.
381. Ms. Vandermeer was clear in her interview with me that she did not see it as a downside that there was a possibility Ms. A might leave halfway through her contract term (or that the MOU between SHNF and MLSE was only agreed to for 12 months). Ms. Vandermeer said:
- So I guess the way I looked at it was we're going to hire this person, and hopefully she's going to love this job, and hopefully she's going to learn a lot. And maybe she'll stay. Any employee can leave at any time. But I don't think that this being 12 months had to do with us thinking she was going. To me, this is she's going to stop her MLSE one day a week, and she'll be five days with us.

382. Ms. Vandermeer then texted Ms. Metrick to report on her call with Mr. Eaves. Ms. Vandermeer reported that Mr. Eaves said: “Both John Tory and Larry Tanenbaum [the Chairman of MLSE] called MF about [Ms. A]!”
383. In reply, Ms. Metrick texted: “Talk about pressure!! A bit over the top!” Ms. Vandermeer replied (emphasis added): “I think Nick felt that way too. **He was marvelling at [Ms. A]- she must be fabulous!!**” In other words, having now met and interviewed Ms. A, Mr. Eaves was now convinced she would be a valuable employee. I would infer from this that Mr. Eaves no longer felt it was “odd” for Mr. Tory to have spoken to Mr. Friisdahl about Ms. A’s qualifications.
384. In the documents my Office reviewed and in Mr. Friisdahl’s evidence, there is no evidence of Mr. Friisdahl’s having spoken with Mr. Tannenbaum about Ms. A or of Mr. Tannenbaum being involved in these matters.
385. After her call with Mr. Eaves on March 1, 2021, Ms. Vandermeer emailed an offer letter to Ms. A and wrote:
- Assuming you would like to proceed, I look forward to receiving your list of references. Once the offer is signed and you begin the role, we can work through the arrangement for up to 20% of your time to be spent with MLSE – this aspect of the role can be documented in a separate note.
386. On March 2, 2021, Ms. Vandermeer texted Ms. Metrick to update her about the status of Ms. A’s recruitment:
- Hi Alayne, in case JT is in touch with you about [Ms. A], here is an update. I made her an offer last night for the Associate Director role at \$[deleted], 2-year contract, renewable, including benefits; and up to 20% of her time can be spent supporting [Mr. Friisdahl] and MLSE on projects such as Golden Mile. We will keep communications open in case she wants to move over to MLSE when they start hiring again (in one year). She will get back to me today/tomorrow with any questions and hopefully a confirmation that we will proceed.
387. When asked if it was her normal practice to share employment offer terms with references, Ms. Vandermeer agreed that was “unusual” and said her intention was simply to share with Mr. Tory, if he asked Ms. Metrick, that an offer had been made to Ms. A.
388. Ms. A responded to SHNF’s offer on March 3, 2021. In her email to Ms. Vandermeer, Ms. A first accepted and clarified that her continuing interest in MLSE should not be mistaken as “any

lack of enthusiasm for the [SHNF] mandate.” Ms. A simply wanted to: “make sure we are all on the same page and I am ready to move forward with you and the team in what I know will be a successful relationship.”

389. Ms. A asked for a slightly later start date as well as:

- 1) A “side letter” signed by SHNF and MLSE setting out the agreed expectations concerning the time she would devote to MLSE.
- 2) Written acknowledgement from SHNF that in a year, her time allocation with MLSE could change or potentially include a “transfer” to MLSE.

390. Immediately after she emailed Ms. Vandermeer, Ms. A emailed this to Mr. Eaves:

I am writing to you, as I have done to Alicia, to request that the arrangement which would see me spend a portion of my time working with MLSE while I am at SHN be set out in writing. The main reason for this is so that everyone, including me, is as clear as they can be about the permissibility and operationalization of this arrangement.

It is also important to me that this be set out in writing so I can be confident, all things being equal, that I will have the opportunity in the short term to work with MLSE on things like the United Way Golden Mile and FIFA 2026, and that in 12 months time there would be the prospect of my joining MLSE. After that, I would expect to continue to help Michael with the SHN Campaign but more as a member of the MLSE team. This is an important goal of mine, as it will motivate me to do a spectacular job for all concerned, including SHN and MLSE.

391. Ms. Vandermeer and Mr. Eaves were in contact about these matters, too. Ms. Vandermeer emailed Mr. Eaves on March 3, 2021 about Ms. A’s request to have a side letter in hand before she signed off on the offer of employment from SHNF. Ms. Vandermeer sent Ms. A a revised offer on March 5, 2021.

392. While Ms. A’s requested side letter and written acknowledgement was not included in the revised offer, that was simply because SHNF and MLSE officials had not yet sat down to work out the contractual details. The day before the revised offer was sent, SHNF set up a meeting with MLSE for March 9, 2021 to sort out the formal details of the terms of Ms. A’s part-time secondment from SHNF to MLSE. As Mr. Eaves had said for MLSE, Ms. Vandermeer agreed this was a “unique arrangement” for SHNF.

393. Mr. Eaves and Mr. Robertson were in contact about these matters, too. On the evening of March 5, 2021, Mr. Eaves contacted Mr. Robertson and asked to speak with him. They agreed

by text to speak the next day. At this time, it appears Mr. Eaves updated Mr. Robertson about the secondment at MLSE being offered to Ms. A as part of her employment with SHNF. This is evident because, when interviewed, Mr. Robertson said he and Mr. Eaves spoke at the time about the specific hybrid work arrangement between SHNF and MLSE that Ms. A had accepted – and this had only been settled in the last few days before. If Mr. Eaves had been in contact with Mr. Robertson about other matters, this presumably would have been registered with the Lobbyist Registry, which it is not.

394. After Ms. Vandermeer sent the revised employment offer to Ms. A on March 5, 2021, she asked her executive assistant to set up telephone interviews with the three references Ms. A provided. Ms. A's references demonstrated, as Mr. Bartlett described, the access she had to prominent people. Ms. A's references were:

- 1) Mr. Tory, who was then Mayor of Toronto;
- 2) A former ministerial Chief of Staff in the Harper government; and,
- 3) A prominent former office holder with ties in conservative circles.

395. Ms. Vandermeer took detailed notes of her interviews with each reference, which were all very positive.

396. On March 8, 2021, Mr. Tory spoke with Ms. Vandermeer. Mr. Tory gave a professional reference based on her work in his office and, when asked about Ms. A's strengths and weaknesses, gave a balanced assessment.

397. The former Chief of Staff's reference on March 8, 2021 was similar to Mr. Tory's but was instead based on Ms. A's work on Parliament Hill.

398. The former office holder's reference on March 8, 2021 was different. He had never worked with Ms. A but knew her personally from the camping trips they were both on, which Mr. Bartlett had referred to earlier. At this time, news of the personal relationship between Mr. Tory and Ms. A was very isolated so it is very unlikely either one of her other references knew of this relationship when they gave these references. One reference, not Mr. Tory, told Ms. Vandermeer that Ms. A was alone at the outset of pandemic and had found it a hard time.

399. Ms. Vandermeer, Ms. Eaves and others from SHNF and MLSE met on March 9, 2021, consulted their respective in-house advisors and agreed they would sign a memorandum of understanding governing Ms. A's secondment from SHNF. Those terms are reflected in the direction Mr. Eaves emailed to MLSE's human resources department at that time (emphasis added):

As discussed, we are finalizing arrangements with [Ms. A]. Arrangement is generally as follows:

- Employed by SHN;
- Will spend up to 20% of her time on supporting MLSE priorities such as our responsibilities in connection w SHN campaign, the United Way/Golden Mile Revitalization campaign, **City of Toronto World Cup '26 bid/organizing committee**, misc government relations priorities as needed;
- MLSE will reimburse SHN for 20% of her salary;
- **MLSE commits to using best efforts (or other DK words to suggest it is our intention but not guaranteed, given the uncertainty of these times!) to bring [Ms. A] into our organization after 12 months to continue this important work and other possible responsibilities;**
- I assume she would be considered a consultant to MLSE and would represent herself as such when acting on the above matters?

400. With Ms. A's references having checked out, Ms. Vandermeer executed the two-year contract between SHNF and Ms. A and returned it to her. Ms. A's start date was April 6, 2021.
401. Ms. A submitted her letter of resignation (effective March 31, 2021) to Mr. Robertson on March 9, 2021.
402. On March 11, 2021, Ms. Vandermeer, Ms. Eaves and others from SHNF and MLSE met, consulted their respective in-house advisors and, on March 16, 2021 signed a memorandum of understanding governing Ms. A's part-time secondment from SHNF.
403. Both SHNF and MLSE met their objectives in establishing a professional relationship with Ms. A after her tenure in the Mayor's Office and this was beneficial for them.
404. For SHNF, as Ms. Metrick put it: "If [MLSE] were going to put [Ms. A] onto their payroll for some part of it and that she's doing [SHNF] work, this is a great deal for us." It also ensured SHNF had someone with influential connections working for them.
405. For Mr. Friisdahl, it put someone with firsthand knowledge of the Mayor's Office in his employ in the lead up to the World Cup, when high profile political connections and expert government

relations skills would be important. For Mr. Eaves, it satisfied Mr. Friisdahl's wishes, and ensured Mr. Eaves had someone he could go to for help on World Cup and Capital Campaign questions, but he did not have to manage Ms. A on a full-time basis when he was stretched so thin.

406. Ms. A received her "side letter" from Mr. Eaves, and signed it, on March 16, 2021. Regarding her prospective exclusive employment by MLSE, the letter said:

As discussed, MLSE will explore full time opportunities for you at MLSE following the conclusion of this one-year secondment. We look forward to these discussions and invite your input regarding any potential roles of interest which come to your attention during your time at MLSE.

407. The "side letter" also said:

In addition to your work with the SHNF on our behalf our plan is to have you work with MLSE on other initiatives including, but not limited to, the following (emphasis added):

- United Way/Golden Mile Revitalization campaign
- **City of Toronto World Cup '26 bid/organizing committee**
- Miscellaneous government relations priorities as needed

408. From everything that Ms. A said and did at this time, it is clear she had no desire to stay at SHNF for longer than necessary to land the job she first wanted with MLSE. Ms. Metrick said that, in December 2021, Ms. A told her she did not want to be in fundraising and wanted to work at MLSE, instead.

409. As described above, she received acclaim for her work supporting the World Cup steering committee.

410. On April 1, 2021, Mr. Eaves and Bill Manning, a senior executive at MLSE as the President of the Toronto Football Club, were registered with the City of Toronto as in-house lobbyists for MLSE (see registration SM31495). At registration, they described the decision(s) or issue(s) to be lobbied as "FIFA World Cup 2026 Discussions – Structure, Process, etc..." as shown in the lobbyist registry. Mr. Eaves began lobbying on this subject matter in April 2021, the same month Ms. A joined MLSE on secondment.

411. Ms. A left SHNF at the end of March 2022. As Ms. A described: "I didn't love my job at the Foundation ... I really went into it with an open mind ... [but] I, over the year, learned that it just

wasn't for me." Her hope, at that time, was to move into a full-time job at MLSE, but none was available.

412. SHNF was pleased with Ms. A's work. Ms. Vandermeer and Ms. Metrick both said she could always be counted on to expertly coordinate and quickly complete projects with little direction.
413. When Ms. A ended her contract at SHNF, it also ended her secondment to MLSE as the latter was not a free-standing employment relationship. While not offered a full-time job, MLSE offered Ms. A a part-time contract, reporting to Mr. Eaves, on basically the same terms as when she was working on secondment from SHNF. Ms. A suggested her title be "Special Advisor to Michael Friisdahl, President & CEO OR Nick Eaves, Chief Venues & Operations Officer" but Mr. Eaves, instead, hired her as "MLSE Liaison." There was no competition for this contract, no interview, and no reference check when she moved from secondment to a new part-time contract.
414. Ms. A was on this contract from April 4, 2022 to August 29, 2022 and, as noted, one of her primary responsibilities was working on the "City of Toronto World Cup '26 bid/organizing committee."

City Council Votes on Toronto Hosting the World Cup

415. On March 30, 2022, Executive Committee considered agenda item EX31.3 – Update on Toronto's Bid to Participate in the FIFA World Cup 2026 with a report from Chris Murray, the City Manager. The report provided an update on the World Cup bidding process. Specifically, it presented the potential financial implications for the City, outlined risks and opportunities, and recommended that Toronto accept the host city nomination, should it be successful, based on its substantial benefits.
416. Mr. Murray's report recommended that the Executive Steering Committee that had been in place since 2021 be succeeded by a Leadership Committee, cochaired by Mr. Tory, that would have representation from "core partners" including MLSE. Mr. Murray recommended a report back to Council later that summer once the status of Toronto's bid was known. Executive Committee adopted the item without debate.

417. At Council on April 6, 2022, there was a very short debate on EX31.3 – Update on Toronto’s Bid to Participate in the FIFA World Cup 2026. Councillor Perks, Councillor Grimes and Mayor Tory spoke to the item. Councillor Perks was opposed to any expenditure on the World Cup. Councillor Grimes supported the City’s continuing participation on the basis of the success of the Pan Am Games held in Toronto in 2015. Mayor Tory concluded the debate and said the city was approaching this in a responsible manner and there would be significant and long-lasting benefits for the community, business, the economy and other governments. In short, Mayor Tory said this was “a great investment” for the City of Toronto and that people were already hard at work on it. The item was adopted on a recorded vote of 21 to 1, in which Mayor Tory cast his vote in favour.
418. On July 12, 2022, EX34.8 – Hosting FIFA World Cup was considered at the Executive Committee of Council, chaired by Mayor Tory. As the report on the agenda item from Mr. Murray noted:
- On June 16, 2022, the City of Toronto was announced as an official Host City for the World Cup 2026. As directed by City Council in April 2022, this report provides a status update including status of negotiations with the Governments of Ontario and Canada, updates on cost estimates, and an implementation plan for the event secretariat required for the successful planning and execution of the 2026 World Cup in Toronto.
419. Mr. Murray’s report identified MLSE as a “core planning partner” for hosting the World Cup in Toronto. A separate section in the report entitled “Collaboration with MLSE” stated:
- MLSE has been a key partner in Toronto’s bid and continues to have a unique mix of roles and expertise that will be required to host the FIFA 2026 World Cup. It is recommended that the City enter into agreements with MLSE to facilitate and formalize continued collaboration that maximizes the revenue-generation potential of the event for the City, while mitigating operational risks in delivery.
420. Specifically, Mr. Murray recommended that the City enter an exclusive contract with MLSE. The report stated:
- MLSE is a natural partner for the City to deliver the FIFA requirements and to leverage the commercial and fan experience opportunities associated with the 2026 World Cup to be delegated to the City by FIFA. Since funding and contractual commitments will be held by the City, recommendation 5 of this report recommends securing some services needed to deliver the 2026 World Cup on an exclusive basis with MLSE.
421. The report was adopted without debate by Executive Committee and EX34.8 – Hosting FIFA World Cup was considered by Council on July 19, 2022. At Council, Mr. Murray’s

recommendations were adopted on a recorded vote of 21 to 2, in which Mayor Tory cast his vote in favour.

422. Prior to Council's consideration of this matter in April 2022, Mr. Eaves and/or Mr. Manning had met with City officials 21 times in the preceding year to lobby on behalf of MLSE concerning Toronto hosting the World Cup. Of these meetings:
- 1) 1 included Mr. Tory and Mr. Robertson (January 13, 2022).
 - 2) 9 included Mr. Robertson (April 13, 15 and 30, 2021; June 8, 15, and 25, 2021; July 6, 2021; August 26, 2021; and January 11, 2022).
 - 3) 3 included former Councillor Mark Grimes (April 15 and 28, 2021 and June 25, 2021).
423. Between April 8, 2022 and July 21, 2022, the period between Council's consideration of the City Manager's two reports, Mr. Eaves and/or Mr. Manning, met with City officials on May 31, 2022 and June 28, 2022. The former meeting included Mr. Robertson.
424. Between July 22, 2022 and February 17, 2023, the period between Council's approval to enter into an exclusive contract with MLSE and when Mr. Tory left office, Mr. Eaves and/or Mr. Manning, met with City officials 5 times:
- 1) 1 meeting included Mr. Tory, Ms. Glen and the City Manager (December 19, 2022).
 - 2) 2 meetings were held with City officials the week between Mr. Tory's press conference and the day he left office. The February 14, 2022 meeting was with officials from the City's Economic Development and Culture division. The February 16, 2022 meeting was just with the City Manager.
425. After Mr. Tory left office, Mr. Eaves and/or Mr. Manning, met with:
- 1) Deputy Mayor Jennifer McKelvie (March 15, 2023).
 - 2) Former Councillor Gary Crawford (April 14, 2023).
 - 3) The Executive Director, FIFA World Cup Hosting 2026 (May 16, 2023).
426. In May 2023, in response to an administrative inquiry submitted by Councillor Paula Fletcher, Paul Johnson, Mr. Murray's successor as City Manager, reported to Council that the City signed a binding letter of intent with MLSE in February 2023 and that any subsequent contracts would not be brought back to Council for approval, in accordance with the authority it had delegated to the City Manager.

Ms. A's Role at MLSE

427. At the end of August 2022, Ms. A was hired on a permanent and full-time basis as Director, Social Impact Special Projects at MLSE. Instead of reporting to Mr. Eaves, Ms. A was assigned to work for Ms. Hosford. There was no competition for this position, no interview, and no reference check when she moved from a part-time contract to a new full-time position.
428. Ms. A was in this position when Mr. Tory announced his resignation on February 10, 2023.
429. Mr. Tory's relationship with Ms. A, as she was working at MLSE on World Cup matters while Mr. Tory was voting on these matters, raised a question of a possible conflict of interest. For that reason, I asked the following question:

As you had a personal relationship with Ms. A, did you ever consider if you had a conflict of interest with respect to her in relation to where she went to work after your office?

430. Mr. Tory's answer, which is set out in full below, was as follows (emphasis added):

No, because of the nature of the work. I mean, at Scarborough Health Network – the answer would be no. I mean, they weren't seeking anything from the City. My role was, as I explained -- and I hope -- and I'm happy to spend more time. But I was, sort of, helping them pull people together to go and raise money and help the Province decide to give money to the redevelopment of the hospitals, which I did.

And so I didn't think there was anything going on. **Nobody was lobbying the City or transacting with the City to do anything. MLSE, similarly. It was the case we were all on the same team.**

There was no -- you know, later there arose a contractual relationship, which it was -- just been in the media recently that the Council, mayor, nobody had anything to do with that, least of all me. **The City Manager negotiated and signed that entirely on his own without any Council approval. So there later was a commercial transaction on which the two sides were MLSE and the City.** And it was signed while I was mayor. But, again, I had nothing to do with it. Like, I -- and, again, it was signed by the City Manager. And this was just accounted for recently in the media, saying that politicians had nothing to do with it.

And so I would've said if I was involved and she was involved in negotiations, or if she was even involved in negotiations -- which she really wasn't. Again, if you look at the function she was performing, it was that secretariat, organizing campaign-type function, you know, which had to do with

us winning the games for the City and whatnot, as opposed to a number of other things it could've been involved in. And she was involved in that Legacy, I think, as well, which, again -- you know, there might have arisen a time, to be perfectly straightforward, if those legacy projects had actually started into getting done.

And we had said -- so one of them, I'll give you an example, was Lamport Stadium, which is owned by the City, similar to BMO Field. And the idea was to see, as a way of really -- what's the word -- dramatically redeveloping that into something quite different. And if that had come to pass, where there'd been a, sort of, detailed negotiations going on, you know, with regard to that -- but there weren't because, really, it's still under discussion, but it hasn't really gone anywhere. And I'm gone. And, you know, so I just would've said no.

And if I had thought that had happened -- I was, as I explained to you, helped along by you in my experience with the Blue Jays which was more recent. But I would've been -- I was always conscious of that like, not just as regards her, but as regards anything with MLSE or any other company. You know, we had tons of interaction with them, but most of it was unrelated to anything that would've represented a conflict of interest. And I would say [Ms. A] being there -- and, you know, I was conscious of the fact that most of those rules apply to your spouse, your siblings, your -- I don't know -- your children, et cetera. But I would've been conscious of it anyway.

And there just wasn't anything going on, in terms of what was happening. We were on a same team together trying to advance the City's interests. And MLSE was really there because they knew the sports business better than we did. And they were trying to just help us out with all their expertise and contacts. They weren't trying to get anything from us, if you know what I mean.

Like, the MLSE wasn't trying to get anything from us in those discussions. We were together trying to get games for the city. And even MLSE, frankly, wouldn't necessarily have been a beneficiary of that, except for the game of soccer being promoted in the city. Like, you know, the games were to the benefit of the city. In fact, it cost the City money, but they were to the benefit of the city reputationally and, you know, enthusiasm for soccer and so on.

The Personal Relationship Becomes Public

431. As Ms. A described, by September 2022 her personal relationship with Mr. Tory was as close as it had been in the summer of 2020. Mr. Tory and Ms. A were seen dining and going out together in public, which had not been previously possible during pandemic lockdowns.
432. At this time, senior staff in the Mayor's Office (in addition to Mr. Robertson) and senior executives at MLSE independently learned of the relationship when others reported it to them. MLSE reported this to the Mayor's Office and MLSE senior executives met to discuss the issue.

The February 10, 2023 Announcement

433. In the autumn of 2022, it appears that Mr. Tory's relationship with Ms. A became a matter of gossip and came to the attention of the Toronto Star at the end of 2022. From what was reported, the story began to take shape in late January 2023.
434. On the evening of Friday, February 10, 2023, I received a phone call from a lawyer to say that he was representing Mr. Tory. He said to me that he had just emailed me a letter that I would want to read right away. He alerted me that there was going to be a press conference that night. The email included a letter from Mr. Tory that said:

I write to disclose to you certain activity that occurred while I have held public office.

During the pandemic, I developed a relationship with an employee in my office that did not meet the standards to which I hold myself as Mayor and as a family man. During the course of our relationship, the employee decided to pursue employment outside City Hall and secured a job elsewhere without my involvement. The relationship ended by mutual consent earlier this year.

I recognize that permitting this relationship to develop was a serious error in judgment on my part. It came at a time when my wife of 40+ years and I were enduring many lengthy periods apart while I carried out my responsibilities during the pandemic.

The Preamble to the Code of Conduct for Members of Council mentions "the highest standards of conduct [that] maintain and foster the City of Toronto's reputation and integrity." I acknowledge that my error of judgment was inconsistent with those high standards.

While I do not believe that my actions were contrary to any specific rule of the Code, I take full responsibility and will be accountable for my conduct. I accept that what occurred was not in keeping with the spirit of the Code and fell short of the principles on which the Code is based.

435. I watched Mr. Tory's press conference. His public statement was identical to the letter he sent me, with one exception. Mr. Tory's public statement specifically asked me to review his conduct.
436. I also learned in watching the press conference that Mr. Tory would be resigning office; I was not advised of this prior to the press conference.

“It was always looming”: The reasons behind Mr. Tory’s Resignation

437. At the end of my interview with him, I did ask why Mr. Tory resigned. He first explained that he did so because he wanted to repair his relationship with his family and avoid further embarrassment for them, Ms. A and himself. Mr. Tory believed that remaining in office would result in weeks of protracted attention that would interfere with City business and cause them, most of all, further pain.
438. Mr. Tory said he believed he had not broken any specific rule in the Code of Conduct but did not meet the standards expected of him. Resigning, he said, was the cleanest and most honourable way to deal with his mistakes.
439. Having been told that, I asked Mr. Tory if that was not an argument for not running for re-election in 2022, and he replied:
- Yes. Yes, it is. And, you know, when you say that, I mean, you sort of relive these decisions you make in your life. And, I mean, it's hard for me to describe to you the devotion that I had to the job and to my city ... I worked hard, the way I subscribed to have that job for so many years because I thought I could make a difference, the way I think I tried to make a difference with the pandemic and many other things.
440. Mr. Tory also said that his family were supportive of him personally but were concerned his relationship with Ms. A would become public if he continued in office. In Mr. Tory’s own mind, he said the fact of his personal relationship with Ms. A was always “[L]ooming ... It was out there. And it was out there, and it wasn't going to go away.”
441. Mr. Tory continued on, however, because he believed there was unfinished business coming out of the pandemic, and things that were set aside by the pandemic. He wanted to get to these things and believed he was best placed to do so because of his experience and relationships with the provincial and federal government. That noted, Mr. Tory said this:
- Everything you look at with the benefit of hindsight, you have a different look. And, you know, as I'm sitting here today, as I'm answering that question you're asking, if I had life to live over again, I wouldn't have run again, notwithstanding how well I did in the election.
442. As Mr. Robertson described towards the end of 2022, Mr. Tory’s marriage became the subject of political gossip amongst the “group of people who like to pretend they know, be in the know. They like to trade in, sort of, gossip but really are not actually involved.”

443. When asked if he knew if someone wanted to hurt Mr. Tory by leaking this story to the media, Mr. Robertson said
- I'm sure. I'm sure many people were. I don't know anybody specifically ... I think somebody definitely was fanning the flames of it, pretty sure. It doesn't make its way around like that unless somebody's, you know, actively walking it around ... No idea who it was. I don't care to know.
444. Mr. Tory echoed these sentiments in his interview:
- People fanned the story. And there were people who fanned it who had political reasons for doing that. And I think you had people who had other interests for doing it.
445. As Mr. Tory knows (or as his lawyers will have advised him), the only penalties that Council can impose on one of its Members under the *City of Toronto Act, 2006* for a breach of the Code of Conduct are a reprimand and/or a suspension of remuneration for up to 90 days. Council cannot order someone to vacate their office.
446. Mr. Tory's resignation raised the question for me whether someone had threatened to release exceedingly intimate or embarrassing material unless Mr. Tory resigned. This was relevant for my inquiry. If, in the course of an inquiry under s. 164 of the *City of Toronto Act, 2006*, I have reasonable grounds to believe that there has been a contravention of the *Criminal Code* (Canada), I am obligated to report the matter to the police and suspend my inquiry pending the outcome of any police investigation.
447. To ensure that he had been acting of his own free will, I asked Mr. Tory whether anyone had threatened him. If not, I might have had to report this to the police and suspend my investigation. Specifically, I asked if he had received any threat or extortion that factored into his decision; Mr. Tory answered if anyone had done so: "I would've said, shall I phone the police, or shall you?"
448. Mr. Tory was not coerced to step down as Mayor; he did so for the reasons he publicly provided on February 10, 2023.

H. STANDARD OF PROOF, EVIDENTIARY CONSIDERATIONS AND INTERPRETIVE PRINCIPLES

Standard of Proof

449. In proposing the findings noted below, I have applied the test that integrity commissioners use to decide if someone has breached the Code of Conduct. The test is the “balance of probabilities.” Proving something on a balance of probabilities means proving that something is more likely than not to have occurred. In applying this standard, I have also considered the evidence from the perspective of an objective observer, apprised of the circumstances, and the reasonable conclusions that they would make.
450. Although the “balance of probabilities” standard is lower than the criminal standard of proof (“beyond a reasonable doubt”), it requires more than mere speculation to be met. It requires that findings must be made on evidence that is “clear, convincing and cogent.”⁶

Evidentiary Considerations

451. While my Office obtained extensive evidence, key events took place almost three years ago. Understandably, witnesses did not always recall things accurately and sometimes gave conflicting accounts. For these reasons, I have had to prefer the evidence of some witnesses over others. In other instances, I have relied on circumstantial evidence, using the considerations described, below.
452. Direct evidence is what a witness or document says. Conflicts and ambiguities in witness evidence are usually addressed by making findings about the credibility or reliability of testimony. Credible testimony is truthful or believable. Reliable testimony is accurate. A witness can be credible but unreliable. In other words, they can be truthful but their memory may be flawed. Caution is also required when considering “hearsay” evidence, the evidence from a witness about something they said someone told them. When making findings, my reports need to explain what evidence has been accepted or rejected.

⁶ Report Responding to City Council's Request for an Investigation into the Conduct of the Board Members of the Toronto Parking Authority and the Emery Village Business Improvement Area, (June 10, 2019) see: <https://www.toronto.ca/legdocs/mmis/2019/cc/bgrd/backgroundfile-134432.pdf> at 20.

453. To make a finding where the facts cannot be proven by direct evidence, I may make an inference from the circumstances.
454. An inference of fact must be one which can be reasonably and logically drawn from a fact or group of facts established by the evidence. There are two types of inferences that should not be drawn: an inference that is not based on established facts; or, an inference that is not logical and is used to bridge a large evidentiary gap.
455. Other evidence also influences how inferences ought to be drawn. Unless explained otherwise, direct evidence must be given greater weight than an inference. Also, where there is an absence of evidence related to a specific issue, I must be careful in drawing inferences from generalized evidence and should only make inferences that are reasonably available on the record.
456. Circumstantial evidence is used to establish a missing or absent fact that is not proved directly⁷:

A fact in issue cannot always be proved by direct evidence. A witness cannot always be called to prove the facts from personal observation, nor can a document always be introduced which directly establishes the fact. The facts in issue must, in many cases, be established by proof of other facts ... “from the circumstances.”

457. In such cases, inferring that something did or did not take place is a finding based on circumstantial evidence. If inferences are drawn, they must be reasonable⁸:

[A] reasonable decision is one that is based on an internally coherent and rational chain of analysis and that is justified in relation to the facts and law that constrain the decision maker.

458. As the Court of Appeal has noted⁹:

An inference which does not flow logically and reasonably from established facts cannot be made and is condemned as conjecture and speculation.

⁷ The Law of Evidence In Canada (Lexis Nexis: Toronto, 2022).

⁸ *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 [Vavilov] at para. 85.

⁹ *R. v. Morrissey* (1995), 22 O.R. (3d) 514 (Ont. C.A.).

459. Any inference drawn must be reasonable in light of all of the evidence, including the absence of evidence, and assessed logically in light of human experience and common sense. However, care must be taken to not rely too heavily on generalized evidence about the context to infer an important specific fact at issue.¹⁰

Interpretive Principles

460. While not stand-alone rules, the principles set out in the Preamble to the Code of Conduct help inform its meaning. The pre-August 1, 2022 Preamble states: “the public is entitled to expect the highest standards of conduct from the members that it elects to local government. In turn, adherence to these standards will protect and maintain the City of Toronto’s reputation and integrity.”

461. The four “key statements of principle” in the Preamble of the Code of Conduct are:

- 1) Members of Council shall serve and be seen to serve their constituents in a conscientious and diligent manner;
- 2) Members of Council should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both apparent and real;
- 3) Members of Council are expected to perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny; and
- 4) Members of Council shall seek to serve the public interest by upholding both the letter and the spirit of the laws of the Federal Parliament and Ontario Legislature, and the laws and policies adopted by City Council.

462. In the interpretation of laws, the Supreme Court of Canada has found that the wording of a preamble often provides insight into the law’s purpose or goal that can be helpful for interpreting it. Preambles may describe “the mischief the legislature intended to cure, the social problems it wished to address.” Although a preamble will never be determinative of the issue of legislative intent since the law must always be interpreted “holistically,” a preamble can nevertheless assist in the interpretation of the legislature’s intention.¹¹

¹⁰ *R v. Villaroman*, 2016 SCC 33 at para. 36.

¹¹ *Quebec (Attorney General) v. Moses et al.*, 2010 SCC 17, at para. 101.

463. I have adopted a similar approach to interpreting the Code of Conduct with the principles found in the Preamble. In this case, the second and third key statements of principle are of most use.

I. FINDINGS

Issue 1: Did Mr. Tory violate the City's Human Rights and Anti-harassment/discrimination Policy and, therefore, violate Article XIV (Discreditable Conduct)?

464. No.

Article XIV (Discreditable Conduct)

465. Article XIV (Discreditable Conduct) states:

All members of Council have a duty to treat members of the public, one another, and staff appropriately and without abuse, bullying or intimidation, and to ensure that their work environment is free from discrimination and harassment. The *Ontario Human Rights Code* applies and if applicable, the City's *Human Rights and Anti-harassment Policy*, and *Hate Activity Policy*.

Sexual Harassment

466. It is contrary to Article XIV (Discreditable Conduct) for a Member of Council to sexually harass a member of their staff. Decades ago, the Supreme Court of Canada described what sexual harassment is and the harm it causes¹²:

Sexual harassment is not confined to any one level, class, or profession. It can happen to executives as well as factory workers. It occurs not only in the workplace and in the classroom, but even in parliamentary chambers and churches. Sexual harassment may be an expression of power or desire or both. Whether it is from supervisors, co-workers, or customers, sexual harassment is an attempt to assert power over another person.

Sexual harassment is any sexually-oriented practice that endangers an individual's continued employment, negatively affects his/her work performance, or undermines his/her sense of personal dignity. Harassment behaviour may manifest itself blatantly in forms such as leering, grabbing, and even sexual assault. More subtle forms of sexual harassment may include sexual innuendos, and propositions for dates or sexual favours.

¹² *Janzen v Platy Enterprises Ltd.*, [1989] 2 SCR 1252.

467. As the Court noted¹³:

Sexual harassment can manifest itself both physically and psychologically. In its milder forms it can involve verbal innuendo and inappropriate affectionate gestures. It can, however, escalate to extreme behaviour amounting to attempted rape and rape. Physically, the recipient may be the victim of pinching, grabbing, hugging, patting, leering, brushing against, and touching. Psychological harassment can involve a relentless proposal of physical intimacy, beginning with subtle hints which may lead to overt requests for dates and sexual favours.

468. When someone sexually harasses a person on their staff, “they import sexual requirements into the workplace thereby negatively altering the working conditions of employees who are forced to contend with sexual demands¹⁴.” It is an abuse of power.

469. As described previously, Council has adopted HRAP to prohibit this misconduct.

470. While HRAP does not, *prima facie*, prohibit consensual romantic relationships from developing between people working in the same office at the City of Toronto, the policy is very particular. HRAP prohibits Members of Council from making unwelcome sexual solicitations and advances.

471. This is appropriate because, under Ontario’s *Human Rights Code* and the *Occupational Health and Safety Act*, an unwelcome sexual solicitation or advance from a person in authority towards their employee constitutes sexual harassment. HRAP’s provisions are nearly identical.

472. The sexual solicitation or advance provision in HRAP consists of three elements:

1. There must be a sexual solicitation or advance;
2. The person making the sexual solicitation or advance must be in a position to confer, grant or deny a benefit or advancement to a worker; and
3. The person making the solicitation or advance knows or ought reasonably to know that the sexual solicitation or advance is unwelcome.

¹³ Ibid.

¹⁴ Ibid.

473. The Human Rights Tribunal of Ontario (HRTO) has consistently held that all three elements must be met to find that a behaviour constitutes sexual harassment pursuant to s. 7(3)(a) of Ontario's *Human Rights Code*.
474. Whether a sexual solicitation or advance is covert, ambiguous, or suggestive is irrelevant to finding that it does or does not constitute sexual harassment. To make a finding of sexual harassment, the issue is whether a sexual solicitation or advance occurred, not how explicit or overt the sexual solicitation or advance was. Behaviours or communications do not need to be overtly or explicitly sexual to constitute a sexual solicitation or advance.
475. Generally, for a behaviour or communication to constitute a sexual solicitation or advance, it is sufficient that the behaviour or communication can reasonably be interpreted as having an intent to solicit sex or make an advance. For example, in *Mitchell v Traveller Inn (Sudbury) Ltd.*, 1981 CanLII 4313 (ON HRT), the HRTO found that the respondent's suggestions to go to a back room or have fun in an automobile, while not overtly sexual, constituted sexual solicitations. Conversely, in *Wales-Callaghan v CN Office Cleaning Ltd.*, 1993 CanLII 16455 (ON HRT), the HRTO held that sexual compliments and sexual jokes did not constitute sexual solicitation because there was no intent to solicit sex. However, the HRTO found that the behaviour did constitute sexual harassment (i.e., a course of vexatious comments based on sex, sexual orientation, gender identity or gender expression that the respondent knew or ought to have known was unwelcome).
476. Generally, a sexual solicitation or advance made by any means of communication and occurring outside of the workplace constitutes sexual harassment. HRAP defines a workplace as follows:

4.21 Workplace

The workplace includes all locations where business or social activities of the City are conducted. This Policy may apply to incidents that happen away from work (e.g., inappropriate social media posts, phone calls, e-mails or visits to an employee's home, incidents at luncheons, after work socials).

477. This definition is broad enough to capture sexual solicitations and advances that occur verbally, through behaviour, or communicated by text, email and social media, etc., both inside and outside of the physical workplace. It could include, for example, virtual meetings. In *S.S. v Taylor*, 2012 HRTO 1839 (CanLII), the HRTO considered the definition of sexual harassment

in *Janzen v Platy Enterprises Ltd.*, [1989] 2 SCR 1252 and determined that the issue is not whether the sexual solicitation or advance took place within the physical workplace, but whether the sexual solicitation or advance detrimentally affected the work environment or had job-related consequences. In that case, the HRTO found that a sexual advance that occurred after-hours and outside of the workplace had job-related impacts for the applicant, as the sexual advance made her feel unsafe and sexually objectified in the workplace.

478. A sexual solicitation or advance does not need to be made while conferring, granting or denying a benefit or advancement for it to constitute sexual harassment. It is sufficient that the person making the sexual solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker who is the subject of that behaviour. For example, in *Raniya v Daniel & Krume*, 2009 HRTO 1824 (CanLII), the respondent was a partner at the law firm where the applicant was employed as a law clerk. The HRTO found that the respondent's sexual solicitation or advance violated s. 7(3)(a) even though the respondent did not make the sexual solicitation or advance while conferring, granting or denying a benefit or advancement.
479. Finding whether a person knew or ought reasonably to have known that the sexual solicitation or advance is unwelcome relies on an analysis of the facts and circumstances. HRAP sets out a reasonable person test to determine whether a comment or conduct is harassment:

4.18 Reasonable Person Test

This is an objective standard to measure whether a comment or conduct is discrimination or harassment. It considers what a reasonable person's reaction would have been under similar circumstances and in a similar environment. It considers the recipient's perspective and not stereotyped notions of acceptable behavior. This standard is used to assess human rights complaints under this policy.

480. Under HRAP, the question is whether a reasonable person would understand that the person in a position of authority knew or ought to have known that the sexual solicitation or advance was unwelcome.
481. Determining whether a person knows or ought reasonably to know that a sexual solicitation or advance is unwelcome, pursuant to s. 7(3) of Ontario's *Human Rights Code*, is subjective and objective. The first consideration is whether the person in a position of authority knew that the worker did not welcome the sexual solicitation or advance – for example, the worker said stop,

responded with disgust or ignored the behaviour. The second consideration is whether a reasonable person would conclude that the sexual solicitation or advance was unwelcome.

482. Importantly, a worker does not need to openly protest or object to a sexual solicitation or advance to constitute harassment. In *Harriot v National Money Mart*,¹⁵ the HRTO noted that workers may keep quiet about unwelcome conduct because of a power imbalance in their relationship with the harasser and the perceived consequences of objecting. However, this does not necessarily mean that the worker welcomed the behaviour.
483. If a recipient of a sexual solicitation or advance was flattered, happy or unbothered, this likely defeats a finding of sexual harassment. In such a situation, a reasonable person would likely not conclude that the sexual solicitation or advance was unwelcome.
484. However, given that the person making the sexual solicitation or advance was in a position of authority over the recipient, it is very important to carefully consider what influence, if any, that power imbalance had on the recipient's response to the behaviours. Even if the sexual solicitation or advance was welcome and therefore did not constitute sexual harassment, the sexual solicitation or advance may have a negative impact on the broader workplace such that it creates a poisoned work environment. HRAP defines a poisoned work environment as follows:

4.16 Poisoned Work Environment

A poisoned work environment is a form of indirect Code based harassment/discrimination. It occurs when comments or actions ridicule or demean a person or group creating real or perceived inequalities in the workplace. Pornography, pin-ups, offensive cartoons, insulting slurs or jokes, and malicious gossip (even when they are not directed towards a specific employee or group of employees) creating intolerable work conditions, have been found to "poison the work environment" for employees.

485. The Ontario Human Rights Commission noted that a workplace may become hostile or unwelcoming to an individual (i.e. poisoned) because of degrading comments or actions

¹⁵ 2010 HRTO 353 (CanLII).

that were made toward others on the basis of sex.¹⁶ For example, if a person in a position of authority makes explicit and degrading, albeit welcome, sexual solicitations or advances toward a worker that are witnessed by other individuals in the workplace, those individuals may feel that their workplace is hostile and unwelcoming as a result.

Analysis

486. To find Mr. Tory in violation of HRAP, I would have to find:

1. Mr. Tory made a sexual solicitation of, or advance to, Ms. A;
2. Mr. Tory was in a position to confer, grant or deny a benefit or advancement to Ms. A; and
3. Mr. Tory knew or ought reasonably to know that his sexual solicitation or advance to Ms. A was unwelcome.

487. According to them both, Mr. Tory's January 2020 dinner invitation to Ms. A was not a sexual solicitation or advance and, therefore, was not in violation of HRAP.

488. The direct evidence of Ms. A and Mr. Tory was that in the summer of 2020, upon her return to Toronto, Mr. Tory first expressed his romantic affection for Ms. A and initiated physical contact with her, albeit of a limited nature. For purposes of HRAP, I find that Mr. Tory, in the summer of 2020, made a "sexual solicitation or advance" to Ms. A.

489. Although Mr. Tory delegated day-to-day management of his office's employees to his chiefs of staff, Mr. Tory was still the person in charge of his office. His chiefs of staff took direction from Mr. Tory and, at the point of hiring Ms. A, she was still subject to his "signal check" as Mayor. While Mr. Tory may not have been directly managing Ms. A, she was an employee in his office and her continued employment or future advancement was ultimately subject to his wishes. For purposes of HRAP, I find that Mr. Tory, during the course of Ms. A's employment in the Mayor's Office from January 2018 to March 2021, was in a position to "confer, grant or deny a benefit or advancement" to Ms. A.

¹⁶ Ontario Human Rights Commission(2013): [Guide to your rights and responsibilities under the Human Rights Code: Part I -Freedom from discrimination: Sexual harassment.](#)

490. Lastly, I find that Mr. Tory knew that his first sexual solicitation or advance to Ms. A in summer 2020 was not unwelcome. As Ms. A described, she did not feel pressured by Mr. Tory. She reciprocated his affection and did not find the physical contact he initiated unwelcome. Later, as they both described, she would also initiate that limited physical contact. Although this did not take place at City Hall, it did relate to their employment relationship.
491. There was the great power imbalance between the two. As Vice Chair Best of the HRTO described in a sexual harassment matter¹⁷:
- A power imbalance is a fundamental factor to consider in determining whether particular conduct amounts to unwelcome harassment, solicitation or advances ... The greater the power imbalance, the greater the onus on the individual with the power advantage to ensure their actions are not unwelcome.
492. There was a great power imbalance between Ms. A and Mr. Tory when she was employed as a middle-manager in his office. When spending personal time together, Ms. A called him “Mayor” and would not call him “John” until she had left his employment. Ms. A believed herself to be described by Mr. Tory’s family as his “work daughter,” a term Mr. Tory remembered from the time but could not attribute to anyone.
493. Although he had an onus to do so, it was of concern that the extent of Mr. Tory’s ensuring that his affections were not unwelcome was that he did “not do anything to make [Ms. A] uncomfortable” and that there was no documented record of her consent.
494. Mr. Robertson also told us that while he believed the relationship between Mr. Tory and Ms. A raised a potential workplace harassment issue, Mr. Tory did not express any concerns about this to him.
495. These concerns were directly answered in Ms. A’s evidence. As she said of her time in Mr. Tory’s office when their personal relationship began: “I never felt I was in jeopardy, or things weren’t okay.” They cared for each other, had a consensual relationship, and offered each other emotional support. As the news of the relationship was also unknown to staff in the Mayor’s Office (apart from Mr. Robertson), it did not generally poison the workplace.

¹⁷ AM v. Kellock, 2019 HRTO 414 (CanLII).

496. I find, therefore, that Mr. Tory knew that his first sexual solicitation or advance to Ms. A in summer 2020 was “not unwelcome.”

497. As the third of three requirements for a finding of sexual harassment under HRAP has not been established, I find that Mr. Tory did not violate the City’s Human Rights and Anti-harassment/discrimination Policy (HRAP) and, thus, he did not violate Article XIV (Discreditable Conduct).

Issue 2: Did Mr. Tory fail to observe the terms of the Human Resources Management and Ethical Framework for Members’ Staff and, therefore, violate Article XV (Failure to adhere to Council Policies and Procedures)?

498. Yes.

Article XV (Failure to adhere to Council Policies and Procedures)

499. Article XV (Failure to adhere to Council Policies and Procedures) states:

A number of the provisions of this *Code of Conduct* incorporate policies and procedures adopted by Council. More generally, members of Council are required to observe the terms of all policies and procedures established by City Council.

This provision does not prevent a member of Council from requesting that Council grant an exemption from a policy.

Ethical Framework for Members’ Staff

500. As noted in Section D, City Employment Policies governing Mayor’s Office Staff, the Ethical Framework for Members’ Staff outlines the obligations that Members of Council have as managers of their political staff. HRAP includes a detailed policy and protocol for determining if an employee has been sexually harassed. Both are policies of Council that its Members are required to follow.

501. Under the Ethical Framework for Members’ Staff, Members of Council are obligated to provide a safe work environment and manage their offices in accordance with the City’s human resource policies.

502. So long as behaviours do not contravene HRAP, City policies do not prohibit romantic relationships from developing between managers and their employees. This is true whether an individual works in a City division or in the office of a Member of Council.
503. When such relationships develop, however, there are certain steps that must be followed to address the inherent conflict of interest that arises in the situation where a person of authority develops a personal relationship with someone in their employ.
504. In the workplaces of City staff, the first thing that must be done is to disclose the relationship to the City's human resources office, which will provide expert and independent advice to the manager and employee about the ethical and practical considerations arising from the relationship. The manager has an onus to report the relationship because they are the person in authority.

Managing Personal Relationships in the Workplace

505. In these matters, the initial report by the manager is important because, given the inherent power imbalance in the relationship, the City's human resources office can establish if the employee consents to the relationship. The employee is also provided a "safe space" where they can express any concerns and ask for confidential advice, which would not be shared with their manager.
506. Once reported, appropriate measures can be recommended and adopted to suit the circumstances. Reporting relationships and work assignments may need to be adjusted. Meetings and communications in the workplace may need to be managed, including more than just in-person interactions because, as the pandemic showed, the workplace now encompasses remote calls and meetings from peoples' homes. Included in these measures, other staff may need to be advised of the relationship. In turn, they may have questions and concerns about how the situation affects them. These considerations are important because it is not only the relationship between two people that needs to be managed but relationships among all the people in the workplace affected by the relationship. It is important to do this to avoid the workplace becoming a poisoned environment.

507. There are three advantages to promptly reporting such matters to the City's human resources office. First, the manager and the employee can receive advice and guidance about navigating issues that may arise. This includes, for example, what it is appropriate to do concerning future competitions, promotions, and references. Second, it ensures the measures adopted are properly documented. Should the relationship conclude for any reason, this documentation protects all parties in the event the management of the relationship is questioned. Third, it aids compliance to have an independent office monitor the situation on an ongoing basis and provide advice when circumstances change.
508. These are the appropriate human resources policies to follow when any personal relationship arises between a manager and their employee. This is especially true where that relationship is highly sensitive and, for any number of reasons, requires confidentiality.
509. In the case of City staff, managers need to report such matters to their managers and/or Ethics Executives. In the case of Members of Council, they should report to my Office.

Analysis

510. When interviewed, Mr. Tory said he was aware of the Ethical Framework for Members' Staff and HRAP. He did not think he reviewed them at the time when he began his relationship with Ms. A in 2020. Mr. Tory also said he did not ask for advice from anyone about these policies at that time.
511. Mr. Tory also believed he managed his relationship with Ms. A following appropriate human resources practices.
512. When asked if he considered in summer and autumn of 2020 whether Ms. A's employment in his office placed him, in any sort of conflict of interest in the workplace, Mr. Tory said:
- I can't imagine why that would've been the case ... And I don't think that anything that happened in this instance raised any issues in that regard whatsoever.
513. There were a number of problems with how Mr. Tory managed this matter, especially with respect to the interactions he had with his Chief of Staff from 2020 up to the time Mr. Robertson left the Mayor's Office in late 2022.

514. Mr. Tory did not tell Mr. Robertson of the relationship in a timely way in 2020. Mr. Tory waited until some months after it developed, after his wife had found out and, even then, only after Ms. Hackett discovered Mr. Tory had not ended the relationship as he promised he would. According to Mr. Tory, he advised Mr. Robertson at that time because his wife was concerned that Ms. A and Mr. Tory continued to work together.
515. Mr. Tory also consulted Ms. Galbraith about how to manage the situation and did so before telling Mr. Robertson, leaving it up to Mr. Robertson to decide what to do next. Additionally, Mr. Tory left the impression with Mr. Robertson that the relationship was over in 2020 and was not frank with Mr. Robertson that the relationship resumed until shortly before the 2022 election.
516. Mr. Tory did not request advice from my Office in 2020 about how to manage this relationship in light of the Ethical Framework for Members' Staff and HRAP.
517. As confirmed in both their testimony, when Mr. Tory told Mr. Robertson of the relationship, Mr. Tory gave no instructions or directions to Mr. Robertson as to what to do. He left it to Mr. Robertson to digest this news and report back to him.
518. What Mr. Robertson subsequently said to Mr. Tory was that their office would "continue with the schedule" and that Ms. A was not going to be alone in meetings with Mr. Tory, which "wasn't an unnatural thing anyway."
519. I understand for Mr. Robertson that the relationship was an extremely awkward matter to discuss with Mr. Tory and that he believed few safeguards needed to be put in place because he understood the relationship was over. However, I do not agree with Mr. Robertson's comment that there is "no rule book or playbook for something like this when it happens." Council has adopted the Ethical Framework for Members' Staff and HRAP, which squarely address these matters.
520. Mr. Tory and Ms. Hackett privately hired Ms. Galbraith to manage the public aspects of the personal crisis their family was facing. This included providing advice to Mr. Tory about how to manage his office, which he basically said was "to be mindful of what was a very delicate situation" but to carry on with "business as usual." Mr. Tory said he did not do anything that

would negatively affect Ms. A and believed this proved to be a success because she continued her work with “very minor, almost non-existent changes.”

521. Mr. Tory said that, while he did not give any instructions or directions to Mr. Robertson, they simply talked about “managing” apparently along the lines Ms. Galbraith suggested as “business as usual.” At that time, in the midst of the pandemic, business as usual meant there were no in-person events (which Ms. A would not attend anyway as the “Senior Advisor”) and everyone was working remotely. Mr. Tory said that the pandemic made this situation easier to manage.
522. Mr. Tory’s hiring of Ms. Galbraith was privately helpful for him but an inappropriate human resources solution.
523. To be clear, this is not a criticism of Ms. Galbraith or the private services she provided Mr. Tory and Ms. Hackett; they were clearly going through a difficult time and she provided them support. Ms. Galbraith also proved to be a sympathetic and supportive ear for Ms. A.
524. Acknowledging both those things, however, Mr. Tory’s private retention of Ms. Galbraith to speak with Mr. Robertson and Ms. A was not the equivalent of coming to my Office for advice. As well intentioned as Ms. Galbraith apparently was, she could not give the sort of independent and objective advice required in this matter.
525. Ms. Galbraith was privately and jointly retained by Mr. Tory and Ms. Hackett to assist with crisis communications. They both gave her instructions and received updates from her.
526. Ms. Galbraith was not a neutral actor. As Mr. Robertson noted, there was a danger in him – the senior staff person in the Mayor’s Office – contacting Ms. A because he could be perceived as the unsympathetic “agent” of Mr. Tory. Objectively, this was an even greater danger in the case of Ms. Galbraith.
527. Mr. Tory needed to retain Ms. Galbraith because he had broken the commitment he made to Ms. Hackett to stop seeing Ms. A.
528. Mr. Tory retained Ms. Galbraith to try to regain the trust of Ms. Hackett in how he was managing the situation. Ms. Galbraith may have been neutral and objective between Mr. Tory

and Ms. Hackett, but in dealing with others she was their representative protecting their interests. Ms. Galbraith was like a member of Mr. Tory and Ms. Hackett's family; she was especially close to Ms. Hackett. She was contacted before Mr. Robertson.

529. I believe it reasonable to infer from these facts that Mr. Tory's reliance on someone so close to him to deal with the situation signaled to Mr. Robertson, and Ms. A, that Mr. Tory was trying to deal with this only as a personal family matter.
530. Mr. Tory went to Ms. Galbraith, first. Ms. Galbraith spoke to Ms. A, without first consulting Mr. Robertson, apparently with Mr. Tory's consent. Doing so evidently deterred Mr. Robertson from feeling he needed to speak to Ms. A. This undercut Mr. Robertson's authority as Chief of Staff to manage the situation when he, most clearly of all, understood the obligations owed to Ms. A.
531. This had the effect of isolating Ms. A in the workplace. Up to the time Ms. Galbraith contacted her, Ms. A believed everything was fine. The fact that Ms. Galbraith instead of Mr. Robertson contacted Ms. A, to see how Ms. A was, signaled to Ms. A that Mr. Tory thought it best to have Ms. Galbraith manage the situation.
532. Mr. Tory's approach failed to respect the formal reporting relationships in the Mayor's Office. Mr. Tory, instead, left it to a privately retained family advisor to deal with the situation.
533. Ms. Galbraith's involvement, as a private representative of Mr. Tory and Ms. Hackett, did not resolve the actual conflict of interest that Mr. Tory placed himself in with respect to Ms. A.
534. Prior to Ms. Galbraith calling, the only communication Ms. A received about how workplace matters would be managed was the email Mr. Tory sent her several weeks before. Mr. Tory wrote that email under Ms. Hackett's direction. He sent it to address Ms. Hackett's personal concerns. I have inferred the message reflected Ms. Hackett's personal desire that Ms. A's relationship with her husband be shut down.
535. From a human resources perspective, the consensual personal relationship between Mr. Tory and Ms. A was not prohibited; it just needed to be managed. However, private interests were

dictating how the situation was being managed. Workplace and personal issues were not being separated as they should have been.

536. While Ms. A was in the Mayor's Office, she was entitled to the protections afforded City employees. Matters concerning her employment should have been treated confidentially. In this case, they were not. Mr. Tory should not have put Ms. A in the situation of discussing her personal relationship, or her current employment and future prospects, with someone reporting to, and taking instructions from, someone outside the Mayor's Office – especially Ms. Hackett.
537. As reassuring as Mr. Tory understands Ms. Galbraith's contact with Ms. A was, Ms. A said she felt strange talking with Ms. Galbraith about her relationship with Mr. Tory. Mr. Robertson said Ms. Galbraith told him that Ms. A was embarrassed by what had happened. Objectively, Ms. A was not treated in a respectful manner.
538. Having adopted such an atypical approach, before Mr. Tory implicitly permitted Ms. Galbraith to speak with Ms. A, Ms. A should have been notified why Ms. Galbraith was calling her. Ms. A should have been asked to consent to the call and her consent should have been formally documented in her employment file.
539. Of particular concern, the role that Mr. Tory assigned to Ms. Galbraith did not provide Ms. A a "safe space" where she could express any concerns and ask for confidential advice.
540. Mr. Tory also seems to have relied on pandemic restrictions as an appropriate managerial response. While it is true there were few (if any) in-person individual interactions and office meetings, remote calls and meetings replaced them.
541. Mr. Robertson, too, believed pandemic restrictions adequately addressed the situation and appears to have been largely unaware of Ms. A's ongoing individual communications with Mr. Tory in support of his work in the SHNF Capital Campaign. The contact that Mr. Tory maintained with Ms. A after August 2020 appears to have been at odds with the email Mr. Tory sent Ms. A at the time (and commitment that he gave Ms. Hackett) that they needed to "find ways to limit their personal contact."
542. In conclusion, it appears there were few, if any, measures adopted in the Mayor's Office to manage the human resources aspects of the relationship between Ms. A and Mr. Tory. It was

“business as usual.” Apart from Mr. Robertson, no one working in the Mayor’s Office was advised of the relationship. From a human resources perspective, no guidance concerning future competitions, promotions and references appears to have been documented.

543. Mr. Tory, in his response to my findings, acknowledges he gave no instructions to Mr. Robertson and accepted full responsibility and accountability for what occurred in his office. Mr. Tory also said Mr. Robertson was best positioned to give impartial, independent advice on how to deal with the situation. Mr. Tory said Mr. Robertson was the manager of the office and handled all human resources matters including “seeking guidance from City officials as necessary.” However, that does not adequately consider the difficult position that Mr. Tory put Mr. Robertson in.
544. As noted above, by first seeking advice from Ms. Galbraith and relying on her to engage Ms. A, Mr. Tory undercut Mr. Robertson’s role. Mr. Tory did not raise the issue in a timely way with Mr. Robertson, and did not provide him complete information when he did. Most importantly the onus for getting advice about to his conduct lay with Mr. Tory, not Mr. Robertson. That onus cannot be delegated.
545. Mr. Tory, in summary, did not follow the City of Toronto’s appropriate human resources policies. He did not:
- 1) Disclose the relationship to my Office when it began in order to get advice.
 - 2) Contemporaneously document the measures being adopted to address the issue in the workplace.
 - 3) Seek advice from my Office with respect to the position upgrade provided Ms. A or what support he could provide her in seeking new employment.
 - 4) Respect the established reporting relationships in the Mayor’s Office so as to not isolate Ms. A.
 - 5) Give instruction or direction to Mr. Robertson, who was the person delegated responsibility for managing staff in the Mayor’s Office.
 - 6) Respect Ms. A’s right to confidentiality in the workplace and to obtain independent advice.

7) Appreciate that the workplace, especially during the pandemic, extended beyond just being physically present in the Mayor's Office at City Hall.

546. The effect of what is noted in 4), 6), and 7), objectively demonstrates that Ms. A was not provided a "safe work environment" as required by the Ethical Framework for Members' Staff.

547. Mr. Tory's approach to this situation put his private interests first. Failing to observe the City's human resources policies was evidence that he was not following the guidance in the Preamble that he arrange his private affairs in a manner that promotes public confidence and bears close public scrutiny.

548. Because Mr. Tory failed to observe the terms of the Human Resources Management and Ethical Framework for Members' Staff, I find he violated Article XV (Failure to adhere to Council Policies and Procedures).

Issue 3: Did Mr. Tory use his status as Mayor to improperly influence the senior executives of the Scarborough Health Network Foundation and/or Maple Leaf Sports and Entertainment to have Ms. A work for them after she left the Mayor's Office and, therefore, violate Article VIII (Improper Use of Influence)?

549. No.

Article VIII (Improper Use of Influence)

550. Article VIII (Improper Use of Influence) states in part:

No member of Council shall use the influence of her or his office for any purpose other than for the exercise of her or his official duties.

Examples of prohibited conduct are the use of one's status as a member of Council to improperly influence the decision of another person to the private advantage of oneself, or one's parents, children or spouse, staff members, friends, or associates, business or otherwise.

Improper Use of Influence

551. Previous Integrity Commissioners in Toronto have explained that Article VIII (Improper Use of Influence) is contravened when:

1) The Member must have used the influence of their office;

- 2) The Member must have done so for a purpose other than the exercise of their duties; and,
- 3) The decision taken, or influence that was exercised, was for the purpose of preferring or benefitting themselves or another person.

552. The purposes referred to in the second and third parts of the test are really two sides of the same coin. The purpose of “preferring or benefitting themselves or another person” is really no different from a purpose “other than the exercise of their duties.” For these two parts of the test to be met, it must be proved there was an intention of assisting someone else in obtaining a benefit they were seeking, i.e. some specific knowledge of that person's objectives.

553. The third part of the test explains there can be a violation of Article VIII (Improper Use of Influence) even if the Member was unsuccessful in trying to orchestrate a desired outcome.

554. In practice, contraventions have only been found where a Member of Council has used more than just their title to benefit themselves or another person. This has required either the use of city resources directly, from their City Hall office or using City staff time, for the benefit of someone else.¹⁸

Analysis

555. In assessing whether Mr. Tory improperly used his office to help Ms. A obtain future employment, there were several evidentiary considerations:

- 1) Mr. Tory's involvement in the SHNF Capital Campaign blurred the lines of whether or not he was acting in an official capacity.
- 2) Mr. Tory claimed he did not contact anyone to help Ms. A find new employment. He initially said he only spoke with SHNF officials when they contacted him about her.
- 3) There were three executives from MLSE who said they spoke to Mr. Tory directly about MLSE hiring Ms. A.
- 4) One MLSE executive, Mr. Eaves, made comments that could be interpreted, in the first instance, as critical of Mr. Tory's involvement.

¹⁸ Report Responding to City Council's Request for an Investigation into the Conduct of the Board Members of the Toronto Parking Authority and the Emery Village BIA (City Council Decision AU9.12) at 12, 13 and 14.

556. Since early 2020, Mr. Tory has been a central figure in the SHNF Capital Campaign. Although called an “Honourary Co-Chair” while he was Mayor, Mr. Tory did far more than just lend his name to the cause. He was instrumental in recruiting corporate leaders to join the campaign (George Cope, Edward Rogers and Michael Friisdahl). He was a member and active participant on both the Campaign Cabinet and its Executive throughout his time in office.
557. While Mr. Tory did not directly solicit donations to the capital campaign, he would contact potential donors and alert them to Scarborough’s need for hospital services, facilitate follow-up contact between the potential donor and the fundraising team at SHNF and report back to the SHNF about his efforts. He sometimes wrote to thank donors, once they had donated. The potential donors Mr. Tory contacted included a broad range of business and corporate leaders, including developers.¹⁹
558. When dealing with Mr. Tory, the executives of both the SHNF and MLSE on the Capital Campaign addressed him as “Mayor Tory,” referred to him as “Mayor Tory” in written communications and dealt with the Mayor’s Office (chiefly Ms. A) in coordinating his attendance at Capital Campaign meetings and correspondence with donors. In this respect, Mr. Tory blurred the lines of what he was doing as Mayor with what was essentially a private activity.
559. As Mr. Tory was in contact with SHNF and MLSE executives on the Capital Campaign to help Ms. A find employment outside his office, it raised a question of whether this amounted to an improper use of his office.
560. Mr. Tory also minimized his involvement in helping Ms. A find new work.
561. In his letter to me on February 10, 2023 and his statement to the public that same day, Mr. Tory said Ms. A decided to pursue employment outside City Hall and secured a job elsewhere without his involvement. When specifically asked about this at the outset of my inquiry, Mr. Tory was categorical that, apart from acting as a reference once Ms. A had been interviewed, he provided no direct or indirect help to Ms. A in securing employment at SHNF and MLSE.

¹⁹ The rules concerning what Members of Council can do in terms of assisting charitable organizations with their fundraising were clarified in the new Code of Conduct for Members of Council that came into effect August 1, 2022. Much of what Mr. Tory did in the past is explicitly not permitted under the new provision in the Code of Conduct that specifically addresses this activity (Article 16 Fundraising Activities).

562. When he was asked when Ms. A told him that she was actively looking for employment outside the Mayor's Office, Mr. Tory submitted the first he knew she might leave was from a communication to him from SHNF officials that "they were talking with Ms. A about joining SHN." In other words, he said he learned this from SHNF not from Ms. A. With respect, I do not believe this is accurate.
563. From the evidence of Ms. A and Ms. Vandermeer, it is clear that Ms. A knew (if she applied) that she could be interviewed for a job at SHNF, after a recruiting call with Ms. Vandermeer on February 10, 2021. On February 11, 2021, Ms. A did apply.
564. When interviewed in my inquiry, Ms. A said she spoke to both Mr. Tory and Ms. Galbraith before she applied to work SHNF on February 11, 2021. They both encouraged her to apply. Ms. A was certain of this because their advice countered her reluctance to apply to work for a charity.
565. Following her February 10, 2021 call with Ms. A, Ms. Vandermeer texted her colleague Ms. Metrick to report on that call. Ms. Vandermeer texted that Ms. A was interested in applying and that Ms. A said "the mayor knows she's looking" for a new job.
566. On February 17, 2021, the day before SHNF would contact Ms. A to schedule her interview, Mr. Tory contacted both MLSE and SHNF, on his own initiative, to discuss Ms. A's possible employment with them.
567. Mr. Tory sent a text to Mr. Friisdahl on the morning of February 17, 2021 asking to discuss something "intersecting" both MLSE and the SHNF. Mr. Tory says the intersection did not have to do with a potential shared role for Ms. A at MLSE and SHNF; Mr. Friisdahl confirmed this. However, Mr. Friisdahl explained Mr. Tory did raise the fact that Ms. A wanted to work in the sports and entertainment sector. Presumably, this could include a job at MLSE as Mr. Friisdahl in return said MLSE did not have capacity at that time.
568. As noted above, on the evening of February 17, 2021, Ms. Metrick emailed Mr. Tory to thank him for contacting some fundraising prospects. In reply, Mr. Tory brought up Ms. A. He wrote (emphasis added):

I assume you knew [Ms. A] had been asked for an interview by [Ms. Vandermeer]? I was talking to [Mr. Friisdahl] today...I think she would do well there or working for [Mr. Friisdahl] at MLSE with her #1 assignment being to be his right hand person (and on their payroll!!!). **But she would be good at SHNF too, mentored by [Ms. Vandermeer] and by the woman I told her was the best fundraiser and mentor she could have in Canada: you! I don't know whether there is an intense competition for this Director job they called her about.** She has less direct fundraising experience but more street savvy and connections.

569. Two things are clear from Mr. Tory's email. First, he initiated the discussion with Ms. Metrick advocating that Ms. A be hired by either MLSE or the SHNF. This was not a reference check. When Mr. Tory was asked to provide a reference, that was not until later in March 2021. Second, Mr. Tory had recommended to Ms. A that she should consider working at SHNF as a good opportunity.
570. Again, I note this evidence not to challenge Mr. Tory's credibility. Mr. Tory was credible during his interview but his recollection of events, understandably, was not always accurate. The fact is, in early February 2021, Mr. Tory knew Ms. A was looking to leave his office, was interviewing at SHNF and was suggesting to others she be hired at MLSE or SHNF.
571. When interviewed in my inquiry, Ms. A was not aware of Mr. Tory's efforts on her behalf with Mr. Friisdahl and Ms. Metrick in February 2021.
572. However, Mr. Tory's efforts on behalf of Ms. A did attract comment from Mr. Eaves at MLSE.
573. By the end of February 2021, Mr. Friisdahl was exploring the potential of Ms. A becoming an employee at MLSE. If so, she would be reporting to Mr. Eaves, rather than becoming an employee of SHNF. The evidence at the time is that Mr. Eaves was not very familiar with Ms. A and was not keen to have to manage a new position reporting to him when he had several other human resource issues to deal with because of the pandemic.
574. Mr. Eaves was directed by Mr. Friisdahl to interview Ms. A for a potential and not yet defined job at MLSE.
575. Following his interview with Ms. A on February 26, 2021, Mr. Eaves communicated his concerns on these matters to his colleague, Mr. Bartlett. Mr. Eaves commented about the option that Ms. A be based at MLSE: "sounds like the mayor is putting the lean on this one, oddly."

576. In the face of such a statement in a contemporaneous document, it might be possible to infer that Mr. Eaves believed that Mr. Tory was exerting improper influence in these matters. To test its meaning, we asked Mr. Eaves what he meant by the phrase “sounds like the mayor is putting the lean on this one, oddly.” He said he did not remember.
577. Mr. Eaves’ answer was credible. Mr. Eaves did not have accurate recollections of a number of things. Mr. Eaves’ testimony was sometimes unreliable in the face of what other witnesses told us about what happened at the time. For example, Mr. Eaves testified that he was very familiar with Ms. A but Ms. A said that, prior to February 2021, she had only met Mr. Eaves once in passing. Mr. Eaves also testified that he spoke to Mr. Tory about the hiring of Ms. A, for which there is no corroborating evidence, and is at odds with other contemporaneous evidence.
578. In context, I infer three things from the phrase “sounds like the mayor is putting the lean on this one, oddly.”
579. The words “sounds like” meant Mr. Eaves heard from Mr. Friisdahl what Mr. Tory was thinking. It was not something Mr. Eaves said he personally had heard. His observation was passing on what he heard from Mr. Friisdahl.
580. The words “putting the lean on this one” was the suggestion that Ms. A be based at MLSE and not SHNF. Mr. Friisdahl told Mr. Eaves that he preferred this option and that Mr. Tory did, too.
581. The use of the word “oddly” meant that Mr. Eaves thought it unusual that Mr. Tory, during the pandemic, had time to consider and offer opinions about the details of the next job for a middle-manager leaving his office, who Mr. Eaves did not know. This comment was not about inappropriate influence. This is supported by Mr. Eaves’ testimony that Mr. Tory and his office never exerted pressure on anyone to hire Ms. A.
582. As Mr. Eaves did not remember the meaning of any of his communications with Mr. Friisdahl or Mr. Bartlett about this, I was left to draw the inferences noted above. For greater certainty, it was necessary to seek information from Mr. Friisdahl, who now lives and works out of the country. This expanded the investigation as my Office had to locate and ask Mr. Friisdahl to cooperate with my inquiry, which he agreed to do.
583. Mr. Friisdahl had a much better recollection of events than Mr. Eaves. Mr. Friisdahl recalled

speaking with Mr. Eaves soon after his call with Mr. Tory on February 17, 2021. Mr. Friisdahl confirmed that Mr. Eaves' text, describing his preferences, was generally correct. However, Ms. Friisdahl said Mr. Eaves comments did not convey how impressed Mr. Friisdahl was with Ms. A or express the concerns he had about backfilling Mr. Bartlett's role when he left for Basketball Canada. Mr. Friisdahl was clear Mr. Tory had not been pressuring MLSE to hire Ms. A at MLSE. Mr. Friisdahl said he had not expressed any such view to Mr. Eaves or anyone else at MLSE, and neither Mr. Eaves nor anyone else at MLSE had expressed such a view to him.

584. I believe my inference about Mr. Eaves' statement is reasonable. Mr. Eaves was just recounting Mr. Friisdahl's preferences, which Mr. Friisdahl told him coincided with what Mr. Tory had said. Mr. Eaves simply said to Mr. Bartlett he thought it was odd Mr. Tory would be in the weeds on such a question with Mr. Friisdahl. In light of this evidence and surrounding circumstances, I do not believe it reasonable to infer that Mr. Eaves believed that Mr. Tory was exerting improper influence on Mr. Friisdahl when Mr. Tory reached out and spoke to spoke to Mr. Friisdahl on February 17, 2021.
585. It would also be unreasonable to infer from Mr. Tory's email exchange with Ms. Metrick on February 17, 2021 that Mr. Tory was exercising improper influence over SHNF's consideration of Ms. A as a candidate. He flagged she did not have charitable fundraising experience but that she had extensive experience dealing with high profile stakeholders. As Ms. Vandermeer and Ms. Metrick explained in their testimony, and as supported by the documented evidence at the time, SHNF had independently decided it wanted to hire Ms. A for that very reason before hearing from Mr. Tory. Mr. Tory also did not communicate any sort of *quid pro quo* to Ms. Metrick, which would have been a sign of an attempt to exercise improper influence.
586. Finally, it would be unreasonable to infer that Mr. Tory's text exchange with Mr. Friisdahl on February 24, 2021 was an attempt to exercise improper influence. This is for two reasons. First, the exchange was initiated by Mr. Friisdahl. Second, Mr. Tory expressed caution in his text that he was being asked to comment on matters "in territory that isn't mine" and basically reiterated the same things he said on February 17, 2021 to Mr. Friisdahl. As noted previously, Mr. Friisdahl did not feel he was being pressured by Mr. Tory.
587. In short, while Mr. Tory's involvement in the hiring of Ms. A extended beyond providing a

typical employer's reference to Ms. Vandermeer at SHNF in March 2021, it did not reach the level of an attempt to exercise undue influence. Mr. Tory was not involved in designing, or commenting on, the secondment at MLSE that SHNF offered Ms. A.

588. Mr. Robertson, not Mr. Tory, was contacted for a typical employer's reference by Mr. Eaves before MLSE agreed to any secondment with them. Mr. Tory did not provide references for Ms. A when she began a part-time contract with MLSE in 2022 or her current full-time and permanent contract in August 2022.
589. Although Mr. Tory's efforts to help Ms. A find a new job may have been modest, someone as powerful and influential as the Mayor of Toronto needs to be very careful in what they do because of the tremendous influence their office wields. For this reason, my inquiry has had to carefully discern between what Mr. Tory actually did, from what people thought he might like, in weighing the balance of probabilities. I found, as described below, that some people invoked Mr. Tory's name to support or further their actions/interests or did things they would not normally do, anticipating, what Mr. Tory might like.
590. On February 11, 2021, in an email to his superior, Mr. Bartlett said that Mr. Tory had told him that Ms. A wanted to work at MLSE. There is no evidence to support this statement and, based on what was found, this seems to have been included in a statement that included other exaggerations.
591. On February 18, 2021, in an internal SHNF email Ms. Vandermeer sent lining up candidates to be interviewed, Ms. A was listed as the first person and was designated as "Mayor Tory recommended." This recommendation appears to be based on the email exchange between Mr. Tory and Ms. Metrick the previous night.
592. On February 28, 2021, in an email to Mr. Eaves, Mr. Bartlett texted about the "affinity" he knew Mr. Tory had for Ms. A, which again does not appear to be based on any actual communication or interactions between Mr. Bartlett and Mr. Tory.
593. On March 1, 2021, as Ms. Vandermeer recounted to Ms. Metrick, Mr. Eaves told her that Mr. Tory (and Mr. Tannenbaum) had "called [Mr. Friisdahl] about [Ms. A]!" Ms. Metrick commented "Talk about pressure!! A bit over the top!" To which, Ms. Vandermeer replied: "I think Nick felt

that way too.” But, as explained earlier, Mr. Eaves was not complaining about undue influence but the challenges of landing a high-profile candidate.

594. On March 2, 2021, before even sending Ms. A her offer letter from SHNF, Ms. Vandermeer texted Ms. Metrick with the details that would be in that offer saying she was sharing this information “in case [Mr. Tory] is in touch with you about [Ms. A],” which he was not.
595. Each of these things had to be considered to determine if, in fact, Mr. Tory had more than modest involvement in SHNF’s hiring of Ms. A in March 2021. They are not sufficient to establish, on a balance of probabilities, that Mr. Tory exerted undue influence.
596. The extensive evidentiary record also shows that, while Mr. Tory took only modest actions to help Ms. A find a new job, others had important reasons for making this happen that were entirely unrelated to the relationship between Mr. Tory and Ms. A.
597. Having worked in the political arena for several years, Ms. A wanted to capitalize on her experience and join the more lucrative private sector as political staff often do. She did not do so after her years in Ottawa. Being in Toronto and having learned more about the professional sports industry, she wanted to move to MLSE and the contract at SHNF with a secondment at MLSE provided her that opportunity. She wanted to work on the World Cup and, logically, her government experience could be of value to MLSE. To demonstrate her political acumen and high-level contacts, she cited as references two of the most powerful people in Canada, the Mayor of Toronto and a prominent former office holder. The fact she had had a relationship with Mr. Tory was not the prime reason she had decided to leave the Mayor’s Office and she was capitalizing on her own qualifications, not Mr. Tory’s influence, to land a job at MLSE.
598. MLSE’s agenda was to have Ms. A available to work at MLSE on the World Cup. Understanding that it could be a lucrative opportunity for MLSE, it helped to have someone with experience and contacts in the Mayor’s Office. The secondment arrangement was beneficial because MLSE did not have to commit to a full-time position while it was not known whether Toronto’s World Cup bid would be successful. Ms. A working on the World Cup was not something that Mr. Friisdahl discussed with Mr. Tory, but he did discuss it with Ms. Vandermeer.

599. SHNF's agenda was to land Ms. A because of her experience delivering projects involving powerful people. Objectively, SHNF had to have known that Ms. A had little or no interest in their work. They consciously decided not to adhere to their posted job requirements when they learned Ms. A might be seeking a new job; this was before Mr. Tory had any communication with anyone on the Capital Campaign about Ms. A. Because MLSE also specifically advised SHNF of their interest in having Ms. A work for them, SHNF ensured that whatever they offered Ms. A did not get in the way of MLSE. SHNF, in turn, benefitted from receiving an offer from MLSE to partially subsidize a position. This involved behind the scenes negotiations between MLSE and SHNF that Mr. Tory was not part of and were not shared with him. The primary goal of SHNF in the secondment negotiations was to keep Mr. Friisdahl happy.
600. In applying the test under Article VIII (Use of Influence), it does not appear that Mr. Tory used his office to help Ms. A.
601. While his involvement in the Capital Campaign is of concern, because it did somewhat blur the lines in his dealings with donors, this is not the case with respect to the support he provided Ms. A in finding a new job. He was entitled to be a mentor for her. In accordance with the Council policy on providing references adopted in July 2006, he was entitled to give references and to suggest to others that Ms. A could be considered for employment with them if there were vacancies in their workforces as long as he was honest about her qualifications, and she was suitable for the position.
602. While Mr. Tory's personal and official support helped Ms. A find a new job (which was a private benefit for her); he did so conscious of the need to avoid the use of any undue influence.
603. In this inquiry, the "decision" that could be subject to influence (successful or unsuccessful) had three aspects:
- 1) The SHNF decision to hire Ms. A on contract at SHNF in 2021.
 - 2) The joint SHNF/MLSE decision to offer a secondment to Ms. A in 2021.
 - 3) MLSE's decisions in 2022 to hire Ms. A on first a part time and then permanent basis.
604. With respect to the first aspect, Mr. Tory provided a reference and suggested to Ms. Metrick that Ms. A could be considered for employment, which he was permitted to do.

605. With respect to the second aspect, Mr. Tory was not aware, consulted or advised about this option by those organizations. He suggested something else which nobody considered.
606. With respect to the third aspect, Mr. Tory did not provide any references and was not consulted or advised about these contracts by MLSE.
607. Finally, Mr. Tory never asked anyone to create a position for Ms. A fill. While Mr. Tory did suggest to Mr. Friisdahl that he hire Ms. A to be his “right hand,” that idea did not arise in a vacuum. It arose because Mr. Bartlett was leaving and there was discussion in the Campaign Cabinet about how Mr. Friisdahl would be supported with his departure.
608. Considering the interpretive principles in the Preamble, it appears that the help Mr. Tory gave Ms. A to find new work largely bears close public scrutiny as it avoided the appearance of any improper use of the influence of office and any conflict of interest. This is somewhat qualified by the fact Mr. Tory did not tell Ms. A of his full efforts.
609. Based on all this, I do not find that Mr. Tory used his status as Mayor to improperly influence the senior executives of the Scarborough Health Network Foundation and/or Maple Leaf Sports and Entertainment to have Ms. A work for them after she left the Mayor’s Office. Considering the employment context of political staff and the evidence I have noted above, on a balance of probabilities, I do not find Mr. Tory violated Article VIII (Improper Use of Influence).

Issue 4: When Mr. Tory voted at Council on “EX31.3 – Update on Toronto’s Bid to Participate in the FIFA World Cup 2026” and “EX34.8 – Hosting FIFA World Cup,” did he violate Article VIII (Improper Use of Influence)?

610. Yes.

611. Article VIII and the factors it considers are set out in Issue 3, above.

Analysis

612. While Ms. A and Mr. Tory had an on-and-off again relationship, including an “off period” in 2021, the relationship resumed in early 2022. By September 2022 it was as intense as when

they first became involved in the summer of 2020, except they were now going out together in public (which was also possible with the easing of pandemic restrictions).

613. While apparently not lobbying the City of Toronto on behalf of MLSE, Ms. A on her secondment and subsequent part-time contract at MLSE prior to August 2022, reported to Mr. Eaves and was centrally involved in the steering committee supporting Toronto's World Cup bid. This was well-known to Mr. Tory.
614. From April 2021 to the present, Mr. Eaves has lobbied elected officials and City Officials on World Cup matters.
615. Mr. Tory's assertion in his interview that MLSE was not lobbying the City about hosting the World Cup in Toronto is not accurate.
616. The City Manager reported to Council in April 2022 with a status report about the City of Toronto's World Cup bid, and included the recommendation that the steering committee guiding Toronto's bid, which Mr. Tory co-chaired and which Ms. A coordinated, be continued. The City Manager also recommended a report back to Council once the status of Toronto's bid was known. Mr. Tory participated in that debate advocating for its adoption because of its legacy benefits to residents of the City of Toronto and the businesses that would benefit (including MLSE).
617. After Toronto learned in June 2022 that its World Cup bid was successful, the City Manager returned to City Council in July 2022 and sought approval from Council to negotiate an exclusive contract with MLSE to provide some hosting services. Council, including Mr. Tory, voted to approve that recommendation, which authorized the City Manager to do so without returning to Council for approval.
618. Mr. Tory's assertion in his interview that the City Manager negotiated and signed the binding letter of intent with MLSE "entirely on his own without any Council approval" is accurate. However, the City Manager only had that authority because Council, including Mr. Tory, directed the City Manager to do this.

619. Within a few weeks of that vote, MLSE offered Ms. A the permanent position as “Director, Social Impact Special Projects.” It is reasonable to infer that Ms. A’s value to MLSE improved once Council directed MLSE could be awarded an exclusive contract for event services, given Ms. A’s government relations and related operational expertise. As the City Manager’s report stated, the exclusive contract could include “aspects of the FIFA FanFest, depending on how FIFA decides to proceed.”
620. Mr. Tory said he had no conflict of interest arising from his relationship with Ms. A because the City of Toronto and MLSE were “on the same team” when it came to the World Cup, their personal relationship did not qualify as a deemed pecuniary interest under the MCI, and a conflict of interest would only have arisen if they were both involved in the actual negotiations of the letter of intent.
621. In relation to Mr. Tory’s voting on these items, there was a real or apparent conflict of interest arising from his relationship with Ms. A. It arose because the benefit of an exclusive contract for MLSE, without having to commercially compete with others to provide those services, was a material benefit for MLSE and directly related to the work Ms. A had and could be doing for MLSE.
622. While the exclusive contract was left to the City Manager to negotiate and sign, it is not reasonable to consider that awarding it to MLSE was only a hypothetical possibility. As the City Manager stated: “MLSE is a natural partner for the City to deliver the FIFA requirements and to leverage the commercial and fan experience opportunities associated with the 2026 World Cup to be delegated to the City by FIFA.”
623. Awarding MLSE an exclusive contract was one of seven recommendations made by the City Manager; there was no alternative option proposed on this matter.
624. While Mr. Tory stated he had “nothing to do with” the signing of the letter of intent, it is reasonable to infer that he knew some things about who was involved and what was being negotiated. He stated he knew, for example, that Ms. A was not involved in negotiating the letter of intent for MLSE but was involved in discussions about legacy projects flowing from the World Cup. Mr. Tory and Mr. Robertson met with Mr. Eaves to talk about Toronto hosting the World Cup prior to the City Manager bringing his first report to Council in April 2022. Before the

letter of intent was signed with MLSE, Mr. Tory and Mr. Robertson met with the City Manager and Mr. Eaves in December 2022 to talk about Toronto hosting the World Cup.

625. Mr. Tory's response submitted "I was almost always unaware of meetings which took place with members of my staff on this and many other matters, hence my statement that MLSE was not lobbying." Mr. Tory said he noted this not to take issue with the facts or my findings but wanting to put into context that what he said was not inaccurate but rather that his information was incomplete.
626. While Mr. Tory was not aware of specific meetings it is reasonable to infer he knew that MLSE wanted to play a central role in hosting the World Cup. Mr. Tory had a "hands-on" management style on important files like the World Cup. He was a co-chair of the planning and steering committees where Ms. A and other MLSE officials were included and knew Ms. A played an integral role in supporting the City's World Cup bid.
627. Applying the test under Article VIII (Improper Use of Influence), it is apparent to me that Mr. Tory violated this provision. In the summer of 2022, when he was in a personal relationship with Ms. A, Mr. Tory voted on two matters at Council that would have direct bearing on Ms. A's employment at MLSE. Mr. Tory had a strong emotional bond to Ms. A.
628. In such cases, it is impossible for a Member of Council to separate their private interests from their public duties. As described by Justice Bellamy in the Report into the Toronto Computer Leasing Inquiry and the Toronto External Contracts Inquiry:

Conflicts of interest confuse decision-makers and distract them from their duty to make decisions in the best interests of the public, which can result in harm to the community. The driving consideration behind conflict of interest rules is the public good. In this context, a conflict of interest is essentially a conflict between public and private interests. ... The core concern in a conflict is the presumption that bias and a lack of impartial judgement will lead a decision-maker in public service to prefer his or her own personal interests over the public good. Having a conflict of interest is not in itself a sign of dishonesty. Honest people can and do find themselves in conflicts of interest. For example, a councillor deserves absolutely no condemnation because her enterprising nephew with his freshly minted computer science degree has started up an IT company that is bidding on a municipal contract. But that councillor has a conflict of interest and should not vote with Council on the decision to award the contract. Conflict itself may have nothing to do with unethical behaviour. The individual's actions when faced with a conflict of interest are what matters.²⁰

²⁰ 2005, Volume 2: Good Government, at page 38.

629. This guiding principle has been recognized in a number of reports my Office has submitted to Council over the years.
630. Mr. Tory is correct that his personal relationship with Ms. A did not create a deemed pecuniary interest for purposes of the MCIA, but that legislation is not being applied in this inquiry.
631. Under Article VIII (Improper Use of Influence), the question is whether Mr. Tory voted on these matters knowing that it would also assist Ms. A in obtaining a specific benefit he knew that she wanted.
632. While Mr. Tory may have believed the community legacy and economic benefits were important, it is reasonable to infer that Mr. Tory, as a special friend and mentor of Ms. A, had to have known that voting on these matters would be of direct benefit to Ms. A's future at MLSE. Ms. A's expertise and role at MLSE involved hosting special events. She discussed her work with Mr. Tory and relied on him, as her mentor, to provide her career advice throughout their relationship. In reaching this finding, it is relevant to consider the applicable principles guiding the interpretation of the Code of Conduct.
633. Voting on these matters was not consistent with the principle, which Mr. Tory admitted his conduct did not meet, of needing to perform his duties and arrange his private affairs in a manner that promotes public confidence and bears close public scrutiny.
634. Voting on these matters was not consistent with the principles, which Mr. Tory believed his conduct did meet, of needing to avoid real and apparent conflicts of interest and the improper use of his office for the private gain of someone close to him.
635. On this point, the fact that Mr. Tory's vote was but one of an overwhelming majority does not minimize the effect of the influence he exercised. Were that to be the case, the determination of conflicts of interest would be decided by voting outcomes. That would defeat the principles of accountability and integrity. It also ignores the concern that Mr. Tory was not being open and transparent with Council and the public about his conflicted personal circumstances. Mr. Tory ought to have recused from voting on these matters. Mr. Tory did not do so.

636. Mr. Tory's response acknowledges that he should have sought advice from me before voting on these matters and accepts that he should not have voted on them as to do so was contrary to Article VIII (Improper Use of Influence). Mr. Tory also submitted three contextual considerations.
637. First, Mr. Tory submitted that when he voted in the summer of 2022, Article VIII (Improper Use of Influence) "did not even mention conflict of interest." As I noted above in section H, Standard of Proof, Evidentiary Considerations and Interpretive Principles, the Preamble to the Code of Conduct states Members of Council should be "committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both apparent and real." The Preamble includes conflict of interest language because Council deemed it a mischief that ought to be considered in interpreting Article VIII (Improper Use of Influence).
638. Second, Mr. Tory submitted the Integrity Commissioner has not previously found the act of voting to have contravened Article VIII (Improper Use of Influence) and cited a 2016 report from my predecessor concerning Mr. Tory. In that report, Commissioner Jepsen concluded that Mr. Tory did not contravene this Article when he moved a motion that allegedly benefited a client of his two former campaign aides (who were consultants).²¹ As Mr. Tory was found to have no knowledge of their client's objectives, there could be no intention to use his office to advance that client's interests. The facts of that case were quite different.
639. A subsequent report from Commissioner Jepsen noted that when making findings about Article VIII (Improper Use of Influence), it is necessary to consider the relationship at issue.²² Where there is a kinship or emotional bond between the Member and someone, beyond that of a mere professional association or relationship, the Member is at a higher risk of using their influence improperly because of divided or competing loyalties that can make it difficult for elected officials to put the public interest first. This is the precise situation Mr. Tory found himself in concerning Ms. A.

²¹ Report Regarding the Conduct of Mayor John Tory (January 28, 2016) see: <https://secure.toronto.ca/council/agenda-item.do?item=2016.CC12.4>

²² Report Responding to City Council's Request for an Investigation into the Conduct of the Board Members of the Toronto Parking Authority and the Emery Village Business Improvement Area (June 10, 2019).

640. Lastly, Mr. Tory’s counsel submits that if Mr. Tory had recused himself from these votes, it might have been inconsistent with s. 194(4) of the *City of Toronto Act, 2006*. The provision requires someone in the chamber, except a Member disqualified from voting “by any Act,” to cast their vote so it can be recorded. If it was intended by the Legislature that this be confined to the *Municipal Conflict of Interest Act*, as Mr. Tory’s counsel implicitly suggests, presumably that would have been specified in the statute. Furthermore, Council is required by s. 157(1) of the *City of Toronto Act, 2006* to have a Code of Conduct and the statute prescribes penalties Council can impose for violating its provisions. In any event, Mr. Tory acknowledges, with the benefit of counsel, he should not have voted on these matters.

641. For these reasons, I find on a balance of probabilities that, when Mr. Tory voted at Council on “EX31.3 – Update on Toronto’s Bid to Participate in the FIFA World Cup 2026” and “EX34.8 – Hosting FIFA World Cup,” he violated Article VIII (Improper Use of Influence).

Issue 5: Did Mr. Tory use his status as Mayor to improperly benefit Ms. A in the Mayor’s Office and, therefore, violate Article VIII (Improper Use of Influence)?

642. No.

643. Article VIII and the factors it considers are set out in Issue 3, above.

Analysis

644. A finding that an article in the Code of Conduct has been contravened must be based on evidence. If there is no evidence, and simply speculation, that ground of an inquiry must be dismissed.

645. Ms. A worked in the Mayor’s Office from January 2018 to March 2021 (including her leave of absence in the 2018 election). Their relationship began in June 2020.

646. Every witness that was interviewed attested to Ms. A’s professional skills.

647. Ms. A was promoted following the 2018 election because the person who was her manager left the Mayor’s Office and she filled that vacancy. Mr. Tory left such decisions to Mr. Robertson. There was no personal relationship between Ms. A and Mr. Tory at that time.

648. Ms. A was not promoted in 2020, she received a title and salary upgrade as did the other middle managers in the Mayor's Office. While there was a personal relationship between and Mr. Tory and Ms. A at that time, Mr. Tory left such decisions to Mr. Robertson. Mr. Robertson believed the relationship had ended and explained the upgrade was no different from what others had received. The upgrade was similarly provided to enhance her future job prospects outside the Mayor's Office as a natural progression in her career, it did not result from her relationship with Mr. Tory.

649. Accordingly, I dismiss this ground of the inquiry.

Issue 6: Did Mr. Tory improperly include Ms. A in his official trips and, therefore, violate Article VI (Use of City Property, Services and Other Resources)?

650. No.

Article VI (Use of City Property, Services and Other Resources)

651. Article VI (Use of City Property, Services and Other Resources) states in part:

No member of Council should use, or permit the use of City land, facilities, equipment, supplies, services, staff or other resources (for example, City-owned materials, websites, Council transportation delivery services and member of Council expense budgets) for activities other than the business of the Corporation.

652. The only way this provision would be engaged in this inquiry would be if there was some question – beyond simply speculation – that Ms. A was included in official travel for a purpose other than doing her job.

Analysis

653. As noted above, a finding that an article in the Code of Conduct has been contravened must be based on evidence. If there is no evidence, and simply speculation, that ground of an inquiry must be dismissed.

654. Ms. A worked in the Mayor's Office from January 2018 to March 2021, and her job included doing advance work for meetings and, as she assumed more responsibilities, planning and leading the team doing that activity. Her job required her to do this work in Toronto and on

official trips. While on her leave of absence in the 2018 election, Ms. A did this same work for Mr. Tory on his re-election campaign.

655. Every witness that was interviewed attested to Ms. A's organizational skills and her ability to deal with influential government and corporate leaders. These skills are crucial in official travel. Mr. Tory's trips in office were focused on City business, had demanding schedules, and often included senior City staff and other Members of Council. Before Ms. A joined the Mayor's Office, other staff with the same duties went on official trips.
656. Ms. A never travelled alone with Mr. Tory and there is no reasonable inference from the evidence that Ms. A was included in any travel for any other purpose than doing her job.
657. Most significantly, the relationship between Ms. A and Mr. Tory began in the summer of 2020, by which time all official trips had ceased because of travel restrictions due to the pandemic.
658. Accordingly, I dismiss this ground of the inquiry.

J. FINDINGS AND RECOMMENDED PENALTY

659. For the reasons stated above, I find that Mr. Tory contravened:
- 1) Article XV (Failure to adhere to Council Policies and Procedures) of the Code of Conduct as he failed to observe the terms of the Human Resources Management and Ethical Framework for Members' Staff.
 - 2) Article VIII (Improper Use of Influence) as voting at Council on "EX31.3 – Update on Toronto's Bid to Participate in the FIFA World Cup 2026" and "EX34.8 – Hosting FIFA World Cup" violated this Article.
660. I also do not find that Mr. Tory contravened:
- 1) Article XIV (Discreditable Conduct) as he did not violate the City's Human Rights and Anti-harassment/discrimination Policy.
 - 2) Article VIII (Improper Use of Influence) as he did not use his status as Mayor to improperly:
 - i. influence the senior executives of the Scarborough Health Network Foundation and/or Maple Leaf Sports and Entertainment to have Ms. A work for them after she left the Mayor's Office; or,
 - ii. benefit Ms. A in the Mayor's Office.

3) Article VI (Use of City Property, Services and Other Resources) as he did not improperly include Ms. A in his official trips.

661. When City Council adopts a finding that a Member of Council contravened the Code of Conduct it expresses its commitment to the Code of Conduct and in particular its key statements of principle. The findings and City Council's consideration of them form part of the public record and are of precedential value.
662. In this case, I do not recommend Council impose any penalty. The Code of Conduct and the *City of Toronto Act, 2006* intend that sanctions apply to people holding office.
663. The penalties available to Council are suspension of a Member's remuneration or a reprimand of the Member. It is clearly not possible to suspend Mr. Tory's pay, he has left office. While it may be within the authority of Council to reprimand a former Member, it is my view that reprimanding a person who requested I investigate their conduct as they resigned office would serve no purpose.

K. CONCLUSION

664. Throughout his time in office, Mr. Tory sought confidential advice from the Office of the Integrity Commissioner about potential conflicts of interest.
665. It is unfortunate that Mr. Tory did not seek advice about how to manage a consensual relationship with someone in his office. Relationships between a person in authority and someone who works for them need to be promptly disclosed to ensure the workplace is managed appropriately. When not disclosed, it may necessitate an investigation into the potential abuse of power and sexual harassment. These are extremely serious matters. My inquiry has found Mr. Tory did not violate HRAP.
666. The Code of Conduct and related City policies do not prohibit personal relationships developing between an elected official and someone on their political staff. However, appropriate human resources policies and practices must be followed to safeguard everyone in the workplace, especially those who are not in a position of authority. My inquiry has found Mr. Tory did not follow appropriate human resources policies and practices.

667. As shown, Mr. Tory put himself in a conflict of interest when he began this relationship. Because it was not managed appropriately from the outset, it raised questions whether City resources were used inappropriately. It raised questions whether Mr. Tory improperly used his influence for the benefit of Ms. A while she was on his political staff and when she was looking for a job from the Mayor's Office. My inquiry has found no evidence City resources were misused and no evidence Mr. Tory improperly used his influence for the benefit of Ms. A while she was on his political staff and looking for a new job from there.
668. Because Mr. Tory continued the relationship after Ms. A left the Mayor's Office, he still had a conflict of interest concerning her. My inquiry has found Mr. Tory was in a conflict of interest when he voted on two matters that he objectively had to have known would have direct bearing on Ms. A's employment at MLSE. Accordingly, his votes on those two matters were an improper use of his influence.
669. There was a public interest in determining whether Mr. Tory's conduct contravened the Code of Conduct. Mr. Tory said his relationship with Ms. A was why he resigned from office and he asked me to investigate this matter. Having been presented with my findings, Mr. Tory has accepted my conclusions that he contravened two provisions in the Code of Conduct. The response he sent me on September 25, 2023 said:
- At the outset, I'd like to acknowledge that I made a mistake. I'm sorry for that mistake. I'm also sorry for the impact that mistake has had on so many people in my life and on the people of Toronto. In hindsight, I should have sought your guidance on how to appropriately handle this matter from the outset.
670. Mr. Tory's decision to leave office was his personal and political decision. This was not something Mr. Tory asked me about, or for which I could provide advice, even if he did.
671. Due to the nature of the issues, my report refers to private matters concerning individuals whose personal conduct was not the subject of my inquiry. In reporting my findings under the Code of Conduct, I have only referred to evidence that is directly relevant. I would ask that those who read and comment on my report respect the privacy of those individuals.

Respectfully submitted,

Jonathan Batty
Integrity Commissioner