

Report on a Business Improvement Area (BIA) Board Member Acting in Dual Roles

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Integrity Commissioner

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A. Executive Summary

1. This report pertains to three complaints, filed by one person (the “Complainant”), concerning a member (the “Respondent”) of the Parkdale Village Business Improvement Area (“PVBIA”) Board. The complaints alleged multiple violations of the *Code of Conduct for Members of Local Boards (Restricted Definition)* (the “Code of Conduct”).
2. The complaints alleged the Respondent:
 - a. negotiated a contract with the Complainant at the BIA and supervised him in that role, while she simultaneously retained him to do work for her private business;
 - b. authorized the payment of an honorarium to two relatives who volunteered at a BIA event for which other volunteers were not paid; and,
 - c. retained a paralegal to work for the BIA while the same paralegal was working for the Respondent in her private business.
3. I decided there were sufficient jurisdictional grounds to investigate the three complaints. Due to the similarities in timeframe, actors and type of allegations, I am filing a single report to summarize my investigation of all three complaints.
4. Based on the evidence, I find the Respondent violated Article 8 (Conflicts of Interest & Use of Influence) of the Code of Conduct in each of the three cases. My investigation was straight-forward because the Respondent confirmed the conduct had happened as alleged by the Complainant in the first and second complaint and did not deny there may have been a conflict for the third complaint.
5. My findings were made clearer by the fact that the Respondent sought advice from my office in September 2024 prior to these complaints, and my predecessor advised she was in a conflict of interest with respect to the dual employment of the Complainant at the BIA and at her private business. While the Respondent said she planned to resign from the board, she ultimately did not.
6. With respect to the complaint about that relationship, the Respondent admitted her error. She explained she acted with the best interests of the PVBIA in mind.

She noted the Complainant was aware of this Office's advice but only complained to my Office after his contract was not renewed by the Board.

7. For the second complaint regarding paying an honorarium to her relatives, the Respondent acknowledged her error, and again explained she had believed she was acting in the best interests of the Board.
8. For the third complaint about privately retaining a paralegal while that person was also retained by the Board, the Respondent stated she did not understand this to be a conflict at the time, but now recognizes the problem.
9. While I recognize the good intentions of the Respondent, I find she did violate Article 8 in each of the three allegations, by acting in a conflict-of-interest contrary to the Code of Conduct. In particular, because she failed to follow this Office's advice in one matter, I must recommend the Board issue a reprimand.
10. At the time of that advice, the Respondent was in a conflict that could only be resolved by her stepping down from the Board. However, as she no longer is in a dual role, her resignation is not required.
11. The conduct did not occur in a vacuum. It appears there were longstanding challenges at the PVBIA. These should have been flagged and addressed sooner. I suggest more support from the City and training from my Office.

B. Introduction

12. The Complainant filed three complaints with my Office, one in January 2025 and two in June 2025, alleging the Respondent had violated the applicable Code of Conduct on several instances.
13. The Complainant alleged the Respondent:
 - negotiated a contract with the Complainant at the BIA and supervised him in that role, while she simultaneously retained him to do work for her private business (Complaint No. 1¹);
 - authorized the payment of an honorarium to two relatives who volunteered at a BIA event for which other volunteers were not paid; (Complaint No. 2²); and

¹ (File no. 25-CF-007) filed on January 20, 2025 alleging breaches Articles 6, 8, 12, 15 and 16.

² (File no. 25-CF-024) filed on June 17, 2025 alleging breaches Articles 6, 8, 12 and 15.

- retained a paralegal to work for the BIA while the same paralegal was working for the respondent in her private business (Complaint No. 3³).

14. After reviewing the complaints, I decided there were sufficient jurisdictional grounds to investigate all three. On July 16, 18 and 21, 2025, I forwarded Notices of Investigations with respect to the complaints. In each, the Complainant alleges the Respondent violated several Articles of the Code of Conduct. I find the operative article is Article 8 pertaining to conflicts of interests. On August 7, 2025, the Respondent filed submissions in response to the allegations.

15. On August 26, 2025, my Office interviewed the Respondent and on October 15, 2025, I further interviewed the Respondent to ask a number of questions. These meetings were followed by my Office forwarding the proposed findings and recommendations to the Respondent on November 4, 2025. She responded on November 18, 2025, accepting the proposed findings and recommendations.

C. Complaint no. 1: Allegations and Responses

16. The Respondent knew the Complainant outside of the BIA, and in fact, the Respondent hired him to help manage a number of her properties in October 2023. In latter part of 2023, the Complainant became aware that the BIA was establishing a new position, to coordinate marketing and events. The Complainant asked the Respondent if he could apply, and she responded that the competition was open to everyone. He applied. The Complainant was the successful candidate and signed an independent contractor agreement for the position of Events and Marketing Coordinator at the PVBIA. The term of the contract ran from January 15, 2024 to January 15, 2025.

17. In around August of 2024, a fellow BIA Board member suggested to the Respondent that she might be in a conflict of interest because she was retaining the Complainant for both her personal business and for work on behalf of the BIA. As a result, the Respondent decided to seek advice from the ICT.

18. The Respondent contacted our Office on September 4, 2024 to request advice, and after follow-up to collect further information, the Commissioner provided the Respondent with advice on September 20, 2024.

³ (File no. 25-CF-035) filed on June 17, 2025 alleging breaches Articles 8 and 15.

19. The Respondent sent the Complainant a text message right after receiving the advice, stating: “[Complainant name], you will be very upset with me I have received a reply form [sic] the integrity board I must resign”

20. The Complainant told my Office the Respondent also called him and read aloud from the advice she received. The Respondent did not deny this, but did not have a clear recollection.

21. Under the *City of Toronto Act, 2006*, (“COTA”) the Integrity Commissioner provides confidential advice to members of Local Boards on their Code of Conduct and the *Municipal Conflict of Interest Act* (“MCIA”) obligations. This advice remains confidential unless the member waives that privilege.

22. Section 161(2.2) addresses the situation where a member waives privilege by disclosing a portion of the Integrity Commissioner’s advice. In such cases, COTA provides a mechanism for the Integrity Commissioner to disclose the full advice, to ensure the released information is not taken out of context, and to protect the integrity of both the advice and the Office.

23. In his September 20, 2024 advice, the Integrity Commissioner stated, in part:

- “The hiring of someone who works directly with you in your family business, to work closely with you on the PVBIA, objectively blurs the line between your role on the PVBIA board and your private business interests”
- “Your actions appear to contravene Article 8 of the Code of Conduct. It may, if you were involved in the recruitment and formal decision to hire this person, constitute a violation of the MCIA.” It further stated that:
- “As long as you remain on the PVBIA Board, the conflict remains.”

24. The Respondent replied to the email stating she would step down but wanted to speak to the Commissioner first. Our Office offered a call in the next week. She wrote on September 23, 2025 to advise she could not speak to the Commissioner then, due to a planned medical procedure, but that she would contact us to reschedule in two weeks, if she was able.

25. There was no further contact with the ICT from the Respondent or the PVBIA until the Complainant filed a complaint in January 2025.

26. The Respondent gave evidence that the Complainant was unhappy with the Commissioner's advice, and with the Respondent for seeking it, as he saw it as jeopardizing his position and any renewal of his contract.
27. The Respondent explained that although she first intended to resign from the BIA, as she had told the Commissioner in September 2024, she ultimately did not. She said she did not step down because of
- her commitment to the BIA,
 - a promise to carry on her father's legacy,
 - the lack of interest in anyone else taking the position of Chair,
 - the few remaining members on the Board, and
 - her being the only one able to manage the day-to-day activities of the Board.
28. The Respondent told me she sought out a second opinion at the time, from a former BIA Chair. She said this person told her she could resolve the conflict-of-interest issue by simply declaring a conflict at BIA Board meetings when items arose concerning the Complainant.
29. Instead of following the advice of the Integrity Commissioner, she decided to follow the advice she preferred from the former BIA Chair.
30. She explained she did not want to leave the Board "high and dry." She submitted that "she has acted in good faith with due diligence in protecting the operational integrity, financial prudence and equity-driven mandate of the BIA."
31. The Respondent and Complainant agree the Respondent took some steps to delegate the re-negotiation of the Complainant's BIA contract to other members of the PVBIA Board Executive. They also both agree that she nevertheless was involved indirectly in the negotiations.
32. The Respondent said the Complainant had requested an increased salary, a bonus and a two-year contract. The Respondent said she was involved with the Complainant's contract only with respect to the budget as she had to explain the BIA budget could not accommodate the Complainant's request for an increase in salary and that the purchasing policy limited contracts' duration to one-year.

33. The Complainant emailed the Respondent on November 29, 2024 stating the two other Board members who were to negotiate his contract with him had not responded to him on this matter for over three weeks. The Respondent replied that day, saying she would be meeting with them to discuss his contract and that they would get back to him afterwards.
34. There are factual discrepancies concerning the Complainant's contract negotiations in December 2024. The PVBIA Manager sent a draft contract to the Complainant on December 12, 2024. That contract was not signed by any Board Member but included a line for signature with the Respondent's name below. The Respondent states the draft contract was sent as a basis for future negotiation. The Complainant's position is that this constituted an offer on behalf of the Board.
35. The Respondent says the Complainant's contract was not discussed at the December 16, 2024 Board meeting. However, she notes the Board decided at that meeting to split the Marketing and Events Manager position (for which the Complainant was the incumbent) into two roles. The minutes show the Board went in-camera to discuss this, and several other items and the decision recorded states: "2025 Marketing & Events Portfolio: Approved separating the BIA Marketing & Events profile into two distinct positions. Adopted." The Respondent attended this meeting for both the open and closed session. There are no declarations of interest in the minutes. The Complainant was not present.
36. The Complainant, through his counsel, returned the contract with his signature the next morning, December 17, 2024. His counsel copied the Respondent, because the Respondent was listed as the BIA's signatory in the document. Later that day, the BIA manager emailed the Complainant stating the Board had made a strategic decision to split the Marketing and Events coordinator into two positions, and inviting him to apply for either role, when they would be posted in February, 2025.
37. The Complainant's lawyer responded stating it was her understanding that the contract had been executed by her client for a continuation in his present role.
38. On December 30, 2024, a paralegal wrote to the Complainant on behalf of the Board, stating his contract with the Board had expired. He asked that she send this to his lawyer. She did so on January 3, 2025.
39. The Complaint alleges the Respondent rescinded the contract as an attempt to resolve her conflict-of-interest problem. The Respondent states the Board had no

contract with him to consider during the December 16, 2024 Board meeting and as a separate matter, decided to divide the previous role into two.

40. The Complainant's contract with the PBVIA expired on January 15, 2025 and he filed his first complaint with my Office on January 20, 2025.

Complaint No. 1: Findings

41. I find the Respondent violated the Code of Conduct with respect to retaining the Complainant both for her private interests and for the BIA.⁴

42. A Local Board Member's conduct is governed by the Code of Conduct and the MCIA. These obligations are the same whether you are a general member of a local board or the Chair of a local board.

43. The Complainant submitted that the Respondent violated Article 8 (Conflicts of Interest & Use of Influence) and 16 (Reprisals and Obstruction). In my notice of investigation, I noted that I would only be reviewing the matter under Article 8. The Reprisal Article protects persons from having a member take actions against them as a result of complaints to my office or participation in one of my Office's inquiries. There was no evidence that the Respondent reprised against the Complainant in connection with a complaint to my Office.

44. Article 8 states: "A member must not: (a) be involved in their capacity as a member in any activity where they have a real or apparent conflict of interest;"

45. The Complainant has alleged a breach of contract and states he signed a copy of the contract provided to him by the BIA Board in December 2024 which constituted an accepted offer. The Respondent maintains the contract was a draft document for negotiation purposes. The signed document was not provided to the Board until the day after the December 16, 2024 PVVIA Board meeting where they had decided to split the position into two. I have no jurisdiction over contractual issues and will make no findings on this.

46. Similarly, as noted above, the Complainant has lodged complaints within the BIA against a Board member and a complaint before the Human Rights Tribunal of Ontario (HRTO) about that member. This inquiry does not touch upon those

⁴ When making my findings, I apply the test that integrity commissioners use to if there has been a violation of the applicable Code, namely, whether on a "balance of probabilities" (or more likely or not) the evidence supports such a finding.

allegations, as they are about a different Board Member and are being decided in another forum.

47. What I do have jurisdiction to review is whether the Respondent participated in a Board decision about the Complainant while she was in a conflict. She states the PVBIA had decided on a different direction to split the previous one position into two: one position for marketing and one for events management. She was a part of that decision and did not declare an interest in the matter. The minutes of the December 2024 Board meeting confirm this.
48. There are no material differences in the evidence relevant to the issue of whether there was a violation of Article 8 of the Code of Conduct. The facts are as follows:
- The Respondent retained the Complainant in the latter part of 2023 to manage her properties;
 - The PVBIA Board entered into a one-year contract with the Complainant in January 2024; and
 - The Respondent did not declare a conflict of interest at the start of the January or February 2024 Board meetings with respect to the matter or anytime thereafter.
49. I find that the Respondent was in an on-going conflict, contrary to Article 8 of the Code of Conduct for the duration of the Complainant's contract from January 2024 to January 2025.
50. At some point, at least one Board Member became aware of the private business relationship between the Complainant and Respondent because in August 2024, a PVBIA Board Member suggested the Respondent was in a conflict with respect to Complainant. The Respondent requested and obtained advice from my Office in September 2024. The advice confirmed she was in a conflict of interest in this matter under the Code of Conduct and potentially, under the MClA which could not be resolved if the Respondent remained on the Board. I confirm and rely on the advice of the former Integrity Commissioner in this matter.
51. The Respondent acknowledged she received the advice but was torn between following it and resigning, or ignoring it and continuing to serve on the Board to ensure the BIA's survival and vitality. She sought another opinion and took the

advice of a former BIA Chair rather than the Integrity Commissioner. She stayed on the Board in the Acting Chair role.

52. The Code of Conduct and MCIA set out the rules governing ethical behaviour, and Local Board members must abide by them. Only the Integrity Commissioner is authorized to provide compliance advice on such matters. The Respondent disregarded the advice of the Commissioner and relied instead on advice from someone who lacked the mandate and specialized legal knowledge required.

53. My review of the 2024 Board minutes shows that the Respondent never declared a conflict of interest on any matter involving the Complainant, although she had been advised (incorrectly) to do so. Instead, she acknowledged participating in budgetary discussions related to the Complainant's contract negotiations and took part in the meeting where the decision was made to divide that role into two.

D. Complaint no. 2: Allegations and Responses

54. The Complainant states that as part of his duties, he supervised volunteers for the Parkdale Music Crawl even, in late August 2024. Although there were several volunteers, he alleges the Respondent authorized payment to two of them, both of which were the Respondent's nephews. One volunteer was paid a \$75 honorarium and the other, a \$25 honorarium.

55. The Respondent did not dispute the allegations, but explained her nephews were never meant to be event volunteers, and that she planned to pay them out of her own pocket to complete event work not completed in time.

56. When she told the PVBIA manager her plan to personally pay her nephews for filling this gap, the manager said the BIA should pay, as they had the budget for it. The Respondent agreed to the proposal. The Respondent said in hindsight she "kicked herself" and wished she had kept her original plan to pay them herself.

Complaint No. 2: Findings

57. The Complainant alleges that the Respondent violated multiple articles of the applicable Code of Conduct, including Articles 6, 8, and 15.

58. My analysis in this matter focuses on Article 8 (Conflicts of Interest & Use of Influence) as it deals most directly with the issues raised. My consideration of Articles 6 (Use of Board & City Property, Services and other Resources) and 15

(Council or Local Board Policies & Procedures) is subsumed within the analysis of Article 8.

59. The Respondent paid a total of \$100 in August 2024 to her nephews for assisting her on short notice to complete preparations for a community event. She stated that she had planned to personally pay them but later agreed for them to be paid by the BIA.
60. The Respondent explained she asked her relatives to assist before the event because she believed it was more financially prudent than hiring professionals, and claims she was forced to do so because the Complainant failed to carry out the tasks. Even if this is true, the Code of Conduct contains no exception permitting member to act in a conflict of interest if doing so is cheaper or because there is a time crunch.
61. I find that the Respondent has violated Article 8 of the Code of Conduct with respect to paying an honorarium to two of her relatives.

E. Complaint no. 3: Allegations and Responses

62. The Complainant alleged the Respondent, on behalf of PVBIA, hired a paralegal who also was working for the Respondent in her private business. He explained he discovered this dual role in December 2024 when the paralegal sent correspondence on behalf of the BIA to him and his lawyer notifying him of the end of his contract.
63. The Complainant alleged the Respondent retained the paralegal for her private business after the Complainant, in his own work for the Complainant's business, was told by the Landlord and Tenant Board he could not act as a paid representative for the Respondent because he is not a lawyer or paralegal.
64. The Complainant alleged the paralegal acting on behalf of the BIA in his contractual dispute placed the Respondent in a conflict since the paralegal worked for the Respondent outside of the BIA.
65. The Respondent initially stated that the paralegal's work for her private business did not overlap with the paralegal's engagement with the BIA.
66. She explained that the Complainant's attendance at the Landlord and Tenant Board was November 2024, and the matter had been postponed to January 2025.
67. The Respondent stated, and documents supported that the PVBIA Board retained the paralegal in December 2024 to conduct mediation work. The December 16, 2024 Board minutes notes that a mediator was appointed to commence in February 2025

“...to enhance governance, promote open communication, and align with Chapter 19 of the Toronto Municipal Code.” Later that month, they clearly retained her in a different capacity, as she wrote to the Complainant’s lawyer on behalf of the Board.

68. The Complainant explained this was a limited retainer until PVBIA’s insurer could authorize payment for a lawyer to act in the matter. The Respondent said all instructions to the paralegal came from the PVBIA Board by motion, and that she was not directly instructing the paralegal. She also explained the paralegal was not working for the Respondent privately at that time (December 2024).

69. The Respondent explained she retained the paralegal for her own business a month later in January, 2025, to act in the Landlord Tenant Board matter for which the Complainant was not qualified to act. The Respondent argued she did not derive any personal, financial or reputational benefit from retaining the paralegal.

70. After conducting the mediation exercise in February, the paralegal wrote to the Board on March 21, 2025 resigning from all PVBIA legal matters.

Complaint No. 3: Findings

71. I find that the Respondent was in a conflict of interest under Article 8 of the Code of Conduct as there was a period of time for which she simultaneously retained the paralegal for her private interests and for work for the BIA.

72. I am satisfied that the paralegal completed her work with the BIA in March 2025 and has had no further work with the BIA since that time. Hence, there is no continuing conflict.

73. The paralegal was first retained to work for the BIA in December 2024 for mediation work to be conducted in February 2025. She also acted for the Board in December 2024 to correspond with the Complainant’s about the contractual dispute. The paralegal ceased working for the Board in March 2025.

74. The Respondent admits to retaining the paralegal privately, to take over work that the Complainant had been retained to undertake in November of 2024. The Respondent did not retain the paralegal to do this until January 2025.

75. There was therefore an overlap as to when the paralegal represented the Respondent for the Respondent’s private interests and did work for the BIA between January and March, 2025.

76. Contrary to the Respondent's submissions, it does not matter that she did not derive any personal, financial or reputational benefit from retaining the paralegal.

F. Recommendation as to Penalty

77. This section sets out the considerations informing my recommendations as to penalty, with regard to my findings, relevant contextual factors, and the principles of fairness and proportionality.

78. This investigation substantiated the Respondent breached Article 8 (Conflicts of Interest & Use of Influence) of the Code of Conduct in each of the three complaint allegations. However, there is relevant context which goes to penalty.

79. In considering the appropriate penalty, if any, to recommend, I note the following mitigating and aggravating factors:

- the good intentions of the Respondent (a mitigating factor),
- the failure of the Respondent to follow the advice of this Office (an aggravating factor), and
- the Complainant's use of the complaint process (a mitigating factor)

80. Regardless of the Respondent's good intentions, I must give the most weight to one factor in determining my recommendations as to penalty: she sought the Integrity Commissioner's expert advice and decided to ignore it. She was advised of the risks, weighed them, and unfortunately, my Office received a complaint into the exact facts about which she had sought advice.

81. Finally, I have concerns as to the motivation of the Complainant. From the time the Complainant applied for the BIA position in 2023, he was aware of and benefited directly from being in a dual role with the Respondent.

82. It was a fellow Board member that flagged the potential conflict in the summer of 2024, not the Complainant. The Respondent reports that the Complainant was angry she sought this Office's advice about the conflict she and he were in.

83. The Complainant only filed a complaint in January 2025 when his contract with the BIA was not renewed. Because of this, I was required to engage with the question of whether this was a vexatious complaint. A vexatious complaint is one

commenced maliciously without good cause⁵, or without sufficient grounds⁶. As defined in *Black's Law Dictionary*, a vexatious complaint or action is “when the party bringing it is not acting *bona fide*, and merely wishes to annoy or embarrass his opponent, or when it is not calculated to lead to any practical result.”⁷

84. In this case, while the Complainant clearly had some animus towards the Respondent and had directly benefitted from at least one of the conflicts he now complained of, the complaint subject matter itself raised sufficient jurisdictional grounds for me to investigate and, in the end, to make findings of misconduct.

85. In summary, the circumstances surrounding these complaints are concerning as I must be mindful of the risk of this Office's complaint process being used for an improper purpose. Nevertheless, in this case, the complaints set out sufficient grounds to investigate and did lead to findings of a Code of Conduct violation.

86. As final context, I note that circumstances have changed: the Complainant no longer has a contractual relationship with the PVBIA. As a result, there is no obligation for the Respondent to resign from the Board.

87. In conclusion, I recommend that the Board reprimand the Respondent. Her failure to follow the clear advice provided by my Office's advice where the direction was clear, is most determinative factor. In addition, there were multiple violations, and even if they were made with good intentions or arose in the context of tactical complaints, a reprimand is warranted.

88. Although I am recommending a reprimand, I am not blind to the incredible contribution the Respondent has made to the BIA, her dedication to her community and her goal to do good.

89. Moreover, the Respondent's conduct occurred in a complex context. Parkdale Village is a vibrant commercial strip on Queen Street West from Dufferin Street to Roncesvalles Avenue. The Parkdale Village BIA was established in 1978 and the Respondent came to the Board not only as a volunteer and business owner, but as the child of one of the founders, who asked her to carry on his legacy.

⁵ *John v. Samuel*, 2018 ONSC 5651 (CanLII), at para. 24.

⁶ *Law Society of Upper Canada v. Chavali*, 1998 CarswellOnt 1581 at para. 20; aff'd 1998 CanLII 5043 (Ont. C.A.).

⁷ *Black's Law Dictionary*, 2nd Ed. via the Law Dictionary, online: <https://thelawdictionary.org/vexatious/>

90. The context also includes pressures arising from the BIA Board flailing, and a feeling of personal responsibility to keep it afloat, that contributed to errors in her judgment as she feared she could not resign from the Board and leave it “high and dry.” The Respondent was a reluctant “acting” Chair. She states that up to eight previous chairs resigned, including seven women, who she alleges resigned as a result of hostility and threats. I have not investigated that and thus cannot confirm. However, it is a fact that PVBIA was struggling to keep the minimum complement of Board Members with several chairs resigning successively.

91. In summary, I remain torn in writing this report as I must uphold the principles embedded in the Code of Conduct and in this matter, the Respondent did breach the Code. On the other hand, I also recognize the Respondent’s honourable intentions and dedicated work for the benefit of the BIA.

G. General Comments and Guidance with respect to PVBIA governance

92. I only have authority to make recommendations to the BIA board as a result of an inquiry into an individual Board member’s conduct. However, it is also appropriate and important that I note outside issues of concern that I identify in my inquiry. These are items I flag for action by the Board, the City and/or sometimes, another Accountability Office, such as the Ombudsman or Auditor General.

93. Conducting this investigation, I heard this board struggled to maintain board members, that there was great reluctance to take on the role of Chair, and there were ongoing legal disputes in multiple forums.

94. A representative (City Staff) from the City’s BIA Office is to attend each BIA Board meeting. From what I have reviewed, this was the case for PVBIA. This person would have observed persistent ongoing problems. In speaking to the BIA Office acting manager, it appears much information did not make its way to management. As a result, I have concerns about how successfully the support and oversight function was carried out by the City of Toronto’s BIA Office.

95. I provide the following suggestions, as a result of the apparent gaps:

- The PVBIA Board should invite my Office to deliver training on the Code of Conduct and MCIA so there is confidence that all Board Members are fully aware of their obligations as members of a City of Toronto Local Board;

- The Toronto's BIA Office should make concerted efforts to provide governance assistance and oversight of the PVBIA Board to identify and respond to on-going issues. Until it is stabilized, I would suggest a more active role in supporting this Board. This could include a review of the BIA Board's administrative, financial, procurement, and recruiting policies to ensure they are up to date and compliant with the City of Toronto's requirements. It would most certainly include more than mere attendance at meetings, including early intervention when there is conflict, and directing members to seek individual advice from my office when issues of ethical conduct arise. If these City staff observe potential misconduct, they have a duty to file a complaint to my Office.

96. In speaking with the new Manager of the BIA Office I am confident that she will consider my guidance to support and empower her staff to be active participants when issues arise, flagging the issues and directing Board Members to the necessary resources, and when necessary, raising complaints with my Office directly.

Respectfully submitted,



Paul Muldoon
Integrity Commissioner