



Office of the
Saskatchewan Information
and Privacy Commissioner

INVESTIGATION REPORT 105-2025

Town of Eatonia

October 17, 2025

Summary:

The Ministry of Social Services paid a water meter deposit to the Town of Eatonia (Town) on behalf of the Complainant. At the end of the billing cycle, the Town sent the Complainant's water bill to the landlord instead of directly to the Complainant. Subsequently, the Town sent a mass text to various individuals, including the landlord, reminding them to submit their water meter readings. The Complainant took issue with the Town over the fact that their personal information was sent to the landlord. The Town acknowledged the mistake in sending the Complainant's water bill to the landlord. The Town indicated it had since corrected its system so that future utility bills would be sent directly to the Complainant. The Town maintained that no personal information was sent via the mass text message and refused to acknowledge a violation of privacy on that front. The Complainant requested that the Office of the Saskatchewan Information and Privacy Commissioner undertake an investigation.

The Commissioner found that a privacy breach occurred when the Town sent the Complainant's water bill to the landlord instead of directly to the Complainant. The Commissioner also found that the mass text message the Town sent to 111 individuals did not contain personal information and did not breach the privacy provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*. The Commissioner found that the Town did not take adequate steps to contain the privacy breach but that it did provide adequate notification to the Complainant of the remedial steps it has taken. The Commissioner found that the root cause of the privacy breach was administrative in nature because the Town failed to create a new account in the Complainant's name upon the first payment of the water meter deposit by the Ministry of Social Services on behalf of the Complainant. Finally, the Commissioner found that the creation of a checklist by the Town for staff going forward is a reasonable administrative safeguard to minimize the likelihood of a similar privacy breach occurring in the future.

The Commissioner recommended that the Town: 1) request the landlord destroy the water bill and any copies in their possession; 2) cease to seek “authorization” from tenants in forwarding copies of utility bills and reminder notices to the rightful property owner; and 3) the Town issue timely notice of its statutory authority pursuant to section 369 of *The Municipalities Act* to issue invoices/notices directly to the property owner when a tenant’s account is in arrears.

I BACKGROUND

- [1] In September 2024, the Complainant became a tenant at a property in the Town of Eatonia (Town). The Complainant was receiving income assistance from the province at the material time.
- [2] A few months later, on January 29, 2025, an Income Assistance Worker from the Ministry of Social Services sent \$150 to the Town indicating it was a water meter deposit on behalf of the Complainant. The Income Assistance Worker explained: “The lateness of this payment is entirely my error as it was missed when processing your information.”
- [3] On February 7, 2025, the Town received the water deposit.
- [4] Due to the late first payment on the part of the Ministry of Social Services, the Town mistakenly sent a water bill dated February 27, 2025 to the landlord of the property instead of directly to the Complainant.
- [5] On April 10, 2025, the Town sent a mass text message to 111 individuals, including the landlord, to submit their water meter reading. The Complainant took issue with the Town sending the text message to the landlord because they understood that the utility account had been transferred to their name by the time of the mass text message was sent.
- [6] On April 15, 2025, the Complainant emailed the Town to complain about the “unauthorized release of [their] water billing information to [their] landlord.”
- [7] In a letter dated April 30, 2025, the Town responded to the Complainant. The Town said:

It was missed setting up the account in your name after the deposit was received so the bill was sent to your landlord by mistake. This has been corrected, and a copy of the utility bill has been sent to you.

On April 10, 2025, at approximately 6:30 p.m. a mass text was sent out to 111 people requesting that they submit their water meter reading by April 21, 2025. No personal information of any kind was sent in this text. It was sent to your landlord by mistake and has since been corrected.

Everything has been corrected in our system that all future utility bills will only be sent to you and not to your landlord.

[8] On May 7, 2025, the Complainant requested the Office of the Saskatchewan Information and Privacy Commissioner (OIPC) undertake an investigation into their allegations of a privacy breach.

[9] On June 4, 2025, OIPC sought details of the matter from the Town, including whether the Town requested that the landlord return and delete all copies of the water bill and that the landlord not forward the water bill to anyone. In a letter dated June 6, 2025, the Town responded to OIPC that it had taken neither of these steps.

[10] On July 31, 2025, OIPC sent emails to the Town and to the Complainant notifying that OIPC would be undertaking an investigation into this matter.

[11] On September 2, 2025, the Town provided a submission to OIPC.

[12] The Complainant did not provide a submission to OIPC.

II DISCUSSION OF THE ISSUES

1. Does OIPC have jurisdiction?

[13] The Town qualifies as a “local authority” as defined in section 2(1)(f)(i) of *The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP)*.¹ OIPC has jurisdiction to conduct this investigation pursuant to section 32 of *LA FOIP*.

2. Did a privacy breach occur?

[14] A privacy breach will always occur when a local authority collects, uses and/or discloses personal information without the authority of *LA FOIP*. The first step in determining if a privacy breach has occurred is to identify whether personal information is involved in the matter. If so, then the second step is to determine if the personal information was collected, used and/or disclosed in a way that was not authorized by *LA FOIP*.

[15] The definition of “personal information” is assisted by means of the list in section 23(1) of *LA FOIP*, but we note the list is not exhaustive. Personal information is statutorily defined as information that is about an identifiable individual, and that is personal in nature. Information is about an identifiable individual if the individual can be identified from the information; a common example is if the information includes the name of the individual. Further, information is personal in nature if it provides something identifiable about the individual.²

[16] In this case, there are two issues to analyze with respect to the allegation of an unauthorized conveyance of personal information. The first involves the Complainant’s water bill. The second involves the mass text message that was sent to 111 individuals. We follow with an analysis of each to determine whether personal information was conveyed and if so, whether it was collected, use or disclosed in a way that is contrary to *LA FOIP*.

a. Complainant’s water bill

¹ [*The Local Authority Freedom of Information and Protection of Privacy Act*](#), S.S. 1990-91, c. L-27.1, as amended.

² See OIPC [Investigation Report 253-2024, 033-2025](#) at paragraph [14].

[17] Although the water bill did not specifically cite the Complainant's name, it was sent to the landlord, who knew the Complainant was the tenant. The water bill listed the Complainant's account number, service address and the amount owing. Such information qualifies as personal information as defined by sections 23(1)(d), (e) and (j) of *LA FOIP*.³ Sections 23(1)(d), (e) and (j) of *LA FOIP* provides:

23(1) Subject to subsections (1.1) and (2), “**personal information**” means personal information about an identifiable individual that is recorded in any form, and includes:

...

(d) any identifying number, symbol or other particular assigned to the individual;

(e) the home or business address, home or business telephone number, fingerprints or blood type of the individual;

...

(j) information that describes an individual's finances, assets, liabilities, net worth, bank balance, financial history or activities or credit worthiness;

[18] *LA FOIP* does not define the term “disclosure”. In past reports, OIPC has said “to disclose” means to share personal information with a separate entity that is not a division or branch of the local authority.⁴

[19] Section 28 of *LA FOIP* prohibits the disclosure of personal information unless the individual about whom the information pertains consents to the disclosure or if the disclosure without consent is authorized by one of the enumerated exceptions in sections 28(2) or 29 of *LA FOIP*. In its letter dated April 30, 2025 to the Complainant, the Town conceded that it mistakenly sent the water bill to the landlord.

³ See paragraphs [20], [26] and [27] of OIPC [Review Report 033-2017](#) where the name, account number, address and amount owing on a utility bill qualified as personal information pursuant to sections 23(1)(d), (e) and (j) of *LA FOIP*.

⁴ See OIPC [Investigation Report 224-2024](#) at paragraph [16].

- [20] Based on the above, section 28 of *LA FOIP* did not authorize the disclosure of the Complainant's water bill to the landlord. There is a finding that a privacy breach occurred when the Town sent the Complainant's water bill to the landlord instead of directly to the Complainant.
- [21] In its defence, the Town explained that it believed the Complainant was only responsible for the billings of January 2025 to February 2025 included on the bill dated February 27, 2025. That bill also included outstanding charges from November 2024 to December 2024, which the Town believed was the responsibility of the landlord and not the Complainant. The Town indicated its system can only generate one invoice for one property and that it cannot split a bill. This being the case, we suggest that going forward in a situation such as this where two separate individuals are responsible for different charges on one bill, redacted versions of the invoice be sent to each individual. This would safely cure any future allegations of unauthorized disclosure of personal information.
- [22] The Town is to be granted some leniency in this case, because the charges for November and December 2024 were accruals of the Complainant. The tenancy with the Complainant commenced in September of 2024, but because of the delay on the part of the Ministry of Social Services in paying the first water meter deposit until February of 2025, the Town would have had no idea that the Complainant was solely responsible for the outstanding arrears.

b. The Mass Text Message

- [23] On April 10, 2025, the Town sent a mass text message to 111 individuals (including the landlord) that read:

Please submit your water meter read by April 21
You can respond to this text; picture messaging not available.
Or, send to: newsletter.eatonia@sasktel.net
Or, call: 306-967-2251
Or, visit: www.eatonia.ca and click the 'meter' link along the right hand side of the webpage.
Thank you!

[24] The text message does not contain information about any identifiable individuals. Therefore, there is a finding that the mass text message sent by the Town on April 10, 2025 to 111 individuals did not contain personal information as defined by section 23(1) of *LA FOIP*.

[25] Since there is no personal information in the mass text message, there is no possibility a privacy breach occurred when the Town sent the text message. There is a finding that the mass text message sent by the Town on April 10, 2025 to the 111 individuals did not breach the privacy provisions of *LA FOIP*.

3. Did the Town respond to the privacy breach appropriately?

[26] The determination of a response by a local authority to a privacy breach involves several considerations. Whether the local authority appropriately responds to a privacy breach and takes proper correction measures is informed by sections 6-7 of OIPC's [*Rules of Procedure*](#). The following considerations include:

- a. Was the breach contained;
- b. Were the affected individuals notified;
- c. Was the breach investigated; and
- d. Were appropriate steps taken to prevent future breaches.

[27] Below is an analysis to determine if the Town responded to the privacy breach appropriately.

a. Containment of the Breach

[28] Upon learning that a privacy breach has occurred, local authorities should take immediate steps to contain the breach. These steps will depend entirely upon the nature of the breach, but they may include:

- Stopping the unauthorized practice.

- Recovering the records.
- Shutting down the system that was breached.
- Revoking access to personal information.
- Correcting weaknesses in physical security.

[29] This office applies a standard of reasonableness in analyzing the containment of a breach. The local authority must demonstrate that it has reduced the magnitude of the breach and the resulting risk to affected individuals. This measure serves as a reassurance to the public. A privacy breach is a very serious matter. A privacy breach always results in a loss of faith and trust on the part of the public in the local authority, and a loss of faith and trust on the part of the citizens the local authority serves.⁵

[30] In its dealings with the landlord, the Town missed some viable steps at containment of the breach. The Town failed to request a return of the water bill or request that the landlord delete any copies of the water bill in their possession.

[31] There is a finding that the Town did not take adequate steps to contain the privacy breach. There will be a recommendation that the Town request the landlord destroy the water bill and any copies in their possession.

b. Notification to affected individuals

[32] It is best practice for local authorities to inform affected individuals as soon as possible when their personal information has been breached. This is an obvious and crucial step that invokes the principles of fairness. Affected individuals must be informed of the possible risks so they can take any remedial steps they deem necessary to protect themselves.

[33] In this case, it was the Complainant who first learned that the Town had sent the water bill to their landlord. As such, notification becomes irrelevant.

⁵ *Supra*, footnote 2 at paragraph [23].

- [34] However, the Town should still explain the steps taken to mitigate the harm and to prevent future breaches. We note that the Town did just this in its letter dated April 30, 2025. In that letter, the Town conceded its error in sending the bill to the landlord. The Town also noted it corrected its system so that, in the future, all invoices will only be sent to the Complainant. There is a finding that the Town provided adequate notification to the Complainant of the remedial steps it has taken.

c. Investigation of the Breach

- [35] Once a privacy breach has been contained and appropriate notification given, the local authority should conduct an investigation to address the incident on a systemic basis. The investigation should involve a root cause analysis and result in a firm conclusion to assist in the prevention of future breaches.
- [36] In this instance, the official Town Administrator was away at the time the Ministry of Social Services made the very late payment of the water meter deposit on behalf of the Complainant. The Administrator's Assistant was overwhelmed and missed setting up the account in the Complainant's name. This contributed to the privacy breach. There is a finding that the root cause of the privacy breach was administrative in nature because the Town failed to create a new account in the Complainant's name upon the first payment of the water meter deposit by the Ministry of Social Services on behalf of the Complainant.
- [37] In its submission, the Town also noted that section 4 of its policy [*Utility Services Collection Policy*](#) provides that landlords are added by default to accounts where the property is leased or rented. Landlords therefore receive copies of all bills and notices. Section 4 of this policy also provides that tenants must complete a *Landlord/Tenant Utility Account Agreement* where the tenant authorizes the release of account information to the property owner or authorized agent.
- [38] In this case, the Town noted that it did not pursue a signed "Landlord/Tenant Utility Account Agreement" from the Complainant. Nevertheless, in its submission, the Town asserted its authority to send the copy of the bill to the property to the landlord in this case.

It cited section 369 of *The Municipalities Act (MA)*, which allows a council to add unpaid charges for a utility service to the tax roll of a parcel of land, as its authority for sending copies of all bills and notices related to the property to the landlord who is a property owner.⁶

- [39] OIPC agrees that section 369 of *MA* allows for the Town to send notice to the property owner that charges for a utility service are in arrears.⁷ The relevant section of *MA* is section 369(1)(b)(i):

369(1) A council may add the following amounts to the tax roll of a parcel of land:

...
(b) subject to subsection (1.1), unpaid charges for a utility service provided to the parcel by a public utility that are owing with respect to the parcel, whether the service was supplied to the owner or a tenant of the land or building, if the municipality has:

(i) provided prior notice to each of the owner and tenant that the charges for the utility service to the parcel are in arrears;

- [40] As such, the Town does not need to seek “authorization” from tenants through its *Landlord/Tenant Utility Account Agreement* because provincial statute has provided otherwise. The Town should simply be informing tenants of its authority under *MA* to provide notice to the property owner for utility services in arrears.⁸

- [41] There will be a recommendation that the Town cease to seek “authorization” from tenants in forwarding copies of utility bills and reminder notices to the rightful property owner. Instead, there will be a recommendation that the Town issue timely notice of its statutory

⁶ [*The Municipalities Act*](#), S.S. 2005, c. M-36.1, as amended.

⁷ Section 369(1)(b) of *MA* sets the conditions in which a council may add unpaid charges for a utility service to the tax roll of a parcel of land, including having provided prior notice to each of the owner and the tenant that the charges for the utility service to the parcel are in arrears.

⁸ Section 28(2)(i)(i) of *LA FOIP* provides that a local authority may disclose personal information for the purpose of complying with an Act or regulation.

authority, pursuant to section 369 of *MA*, to issue invoices/notices directly to the property owner when a tenant's account is in arrears.

d. Prevention of Future Breaches

[42] It is crucial to ensure the implementation of vital measures to prevent similar breaches from occurring in the future. Possible prevention measures may include adding/enhancing safeguards already in place, providing additional training, and the regular monitoring/auditing of systems and system users. The following considerations are relevant:

- Can your organization create or make changes to policies and procedures relevant to this privacy breach?
- Are additional safeguards needed?
- Is additional training needed?
- Should a current practice be stopped?

[43] In its submission, the Town said it was committed to the creation of a checklist for office staff to track the initiation of new client accounts to ensure all information is captured and updated to its systems. There is a finding that the creation of a checklist by the Town for staff going forward is a reasonable administrative safeguard to minimize the likelihood of a similar privacy breach occurring in the future.

III FINDINGS

[44] OIPC has jurisdiction to conduct this investigation.

[45] A privacy breach occurred when the Town sent the Complainant's water bill to the landlord instead of directly to the Complainant.

[46] The mass text message sent by the Town on April 10, 2025 to 111 individuals did not contain personal information as defined by section 23(1) of *LA FOIP*.

[47] The mass text message sent by the Town on April 10, 2025 to the 111 individuals did not breach the privacy provisions of *LA FOIP*.

[48] The Town did not take adequate steps to contain the privacy breach.

[49] The Town provided adequate notification to the Complainant of the remedial steps it has taken.

The root cause of the privacy breach was administrative in nature because the Town failed to create a new account in the Complainant's name upon the first payment of the water meter deposit by the Ministry of Social Services on behalf of the Complainant.

[50] The creation of a checklist by the Town for staff going forward is a reasonable administrative safeguard to minimize the likelihood of a similar privacy breach occurring in the future.

IV RECOMMENDATIONS

[51] I recommend that the Town request the landlord destroy the water bill and any copies in their possession.

[52] I recommend that the Town cease to seek "authorization" from tenants in forwarding copies of utility bills and reminder notices to the rightful property owner.

[53] I recommend that the Town issue timely notice of its statutory authority pursuant to section 369 of *MA* to issue invoices/notices directly to the property owner when a tenant's account is in arrears.

Dated at Regina, in the Province of Saskatchewan, this 17th day of October, 2025.

Grace Hession David
Saskatchewan Information and Privacy Commissioner