

Legislative
Assembly
of Ontario



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de l'Ontario

OFFICE OF THE INTEGRITY COMMISSIONER



REPORT

OF

**THE HONOURABLE J. DAVID WAKE
INTEGRITY COMMISSIONER**

RE: PATRICK BROWN, MPP

TORONTO, ONTARIO

April 26, 2018

EXECUTIVE SUMMARY

This report relates to a request made by Randy Hillier, the Member of Provincial Parliament (MPP) for Lanark-Frontenac-Lennox and Addington, under section 30 of the *Members' Integrity Act, 1994* (the “Act”) against Patrick Brown, the MPP for Simcoe North and former Leader of the Progressive Conservative Party of Ontario (the “PC Party”).

Mr. Hillier alleged that Mr. Brown is living beyond his means and that he received gifts of international travel and rental income, which he failed to disclose to the Integrity Commissioner. He also alleged that Mr. Brown received a substantial sum of money from a prospective candidate in exchange for an uncontested PC Party nomination in the riding of Brampton North. Based on Mr. Hillier’s complaint, I framed the issues as follows:

1. Did Mr. Brown fail to disclose gifts of travel to the Integrity Commissioner contrary to section 6 of the Act?
2. Did Mr. Brown fail to disclose a source of income to the Integrity Commissioner contrary to section 20 of the Act?
3. Did Mr. Brown receive money from Jaswinder (Jass) Johal and if so, did Mr. Brown fail to disclose those funds to the Integrity Commissioner as required by section 20 of the Act?

In my opinion, Mr. Brown did not contravene section 6 of the Act. There was no evidence that he accepted or failed to disclose gifts of travel.

It is my opinion that Mr. Brown contravened section 20 of the Act by failing to disclose income in his private disclosure statement in 2016 and again in 2017. Mr. Brown admitted that he received income from renting his property on various occasions using Airbnb in 2016 and to a friend in 2017, which he failed to disclose to me.

It is also my opinion that Mr. Brown contravened section 20 of the Act by failing to disclose a liability in his private disclosure statement in 2016 and again in 2017. Mr. Brown admitted that

he received a loan for \$375,000 from Mr. Johal which he used to purchase a waterfront property in his riding, and that he failed to disclose this loan to me.

However, I could not find on the evidence before me that Mr. Brown did anything to influence the outcome of the nomination process that resulted in Mr. Johal being acclaimed as a candidate for the PC Party in Brampton North.

Of the four breaches of the Act, the most serious are those related to the non-disclosure of the loan from Mr. Johal. On all the evidence, I found that the non-disclosure of the loan, as with the rental income, was deliberate, and not through inadvertence.

I can say categorically that if I had been made aware of this loan that I would have included it in Mr. Brown's public disclosure statements for each of 2016 and 2017. When the leader of a political party is substantially indebted to a candidate for election as an MPP for that party, the interests of transparency require that the indebtedness be made known so that people have an appropriate context to assess the relationship between the leader and the candidate. Simply put, the public has a right to know.

This report serves as a reminder to all members that they should take their disclosure obligations under section 20 of the Act seriously. When they do not there should be consequences. Accordingly, I have recommended to the Legislative Assembly of Ontario that Mr. Brown be reprimanded for his failure to comply with the Act.

I. LEGISLATIVE FRAMEWORK

1. The Inquiry Process

[1] Under subsection 30(1) of the Act, a member of the Legislative Assembly of Ontario (the “**Assembly**”) who has reasonable and probable grounds to believe that another member has contravened the Act or Ontario parliamentary convention may request that I give an opinion on the matter.

[2] When a matter is referred to me I may then conduct an inquiry and report my opinion to the Speaker of the Assembly in accordance with section 31 of the Act. Alternatively, I may refuse to conduct an inquiry if I am of the opinion that the referral was frivolous, vexatious, not made in good faith or that there are either no or insufficient grounds for an inquiry as set out in subsection 31(5) of the Act.

2. Financial Disclosure

[3] Subsection 20(1) of the Act requires that every member of the Assembly file with me a private disclosure statement, (a) within 60 days of being elected; and (b) thereafter, once in every calendar year on the date established by me.

[4] Subsection 20(2) sets out what must be disclosed in the private disclosure statement. Clause (a) and (b), which state as follows, are relevant to this matter:

(a) assets and liabilities of the member and his or her spouse and minor children, and the value of the assets and liabilities; and

(b) any income the member and his or her spouse and minor children have received during the preceding 12 months or are entitled to receive during the next 12 months, and the source of the income.

[5] After filing the private disclosure statement, the member is required to meet with me to ensure that adequate disclosure has been made and to obtain advice on the member’s obligations under the Act. This is set out in subsection 20(3).

- [6] The member is required by subsection 20(4) to file a statement of material change with me within 30 days after a change in the income, assets or liabilities of the member or his or her spouse and minor children or an event that causes a person to become or to cease to be a member of the member's family, if the change or event would reasonably be expected to have a significant effect on the information previously disclosed.
- [7] After I meet with a member, I am required by subsection 21(1) to prepare a public disclosure statement on the basis of the information provided by the member. Subsection 21(2) sets out what needs to be included in the public disclosure statement. Among other things, the public statement must:
- (a) state the source and nature, but not the value, of the income, assets and liabilities referred to in subsection 20(2), except those that are described in subsection (4) of this section;
 - (b) list the names and addresses of all the persons who have an interest in those assets and liabilities;
 - [...]
 - (e) contain a statement of any gifts or benefits that have been disclosed to the Commissioner under subsection 6(3).
- [8] Subsection 21(4) of the Act provides a list of assets, liabilities and sources of income that cannot be shown in the public disclosure statement. This list includes the following:
1. An asset or liability worth less than \$2,500.
 2. A source of income that yielded less than \$2,500 during the 12 months preceding the relevant date.
- [9] In accordance with subsection 21(5), I may withhold information from the public disclosure statement if, in my opinion,
- (a) the information is not relevant to the purpose of this Act; and
 - (b) a departure from the general principle of public disclosure is justified.
- [10] I am required to file the public disclosure statement for each member with the Clerk of the Assembly and publish each on the Internet, which I do on the Office's website.

3. Gifts

[11] Subsection 6(1) of the Act prohibits any member of the Assembly from accepting a fee, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of office. The exceptions to this rule, which are set out at subsection 6(2) of the Act, are the following:

- (a) compensation authorized by law;
- (b) a gift or personal benefit that is received as an incident of the protocol, customs or social obligations that normally accompany the responsibilities of office;
- (c) a fee, gift or personal benefit that is given, directly or indirectly, by or on behalf of a political party, constituency association, candidate or leadership contestant registered under the *Election Finances Act*, including remuneration or financial assistance; or
- (d) any other gift or personal benefit, if the Commissioner is of the opinion it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the member in the performance of his or her duties.

[12] The disclosure obligations for gifts are set out in subsections 6(3) and 6(4) of the Act and provide as follows:

- (3) Within 30 days after receiving a gift or personal benefit referred to in clause (2) (b) or (d) that exceeds \$200 in value, the member shall file with the Commissioner a disclosure statement in the form provided by the Commissioner, indicating the nature of the gift or benefit, its source and the circumstances under which it was given and accepted.
- (4) Subsection (3) also applies to gifts and personal benefits referred to in clauses (2) (b) and (d) if the total value of what is received from one source in any 12-month period exceeds \$200.

II. THE REQUEST AND MR. BROWN'S RESPONSE

[13] On February 20, 2018, Randy Hillier, MPP sent my Office an affidavit (the "**Affidavit**"), with proof that it had been served on the Speaker of the Assembly, in which he alleged

that Patrick Brown, MPP contravened the Act. A letter to me containing particulars of the allegations was attached to the Affidavit.

[14] On that same date, I sent Mr. Brown the Affidavit and invited him to provide comments, which he did on February 22, 2018 (the “**First Response**”).

[15] On February 22, 2018, I invited Mr. Hillier to comment on Mr. Brown’s response, which he did by way of a letter to me dated February 26, 2018 (the “**Reply**”).

[16] Typically, reply submissions are not provided to the member who is the subject of the inquiry. However, in this case I found it necessary to provide the Reply to Mr. Brown because it contained new information and allegations that had not previously been raised in the Affidavit. Accordingly, I provided the Reply to Mr. Brown on February 28, 2018 and he provided further submissions on March 21, 2018 (the “**Second Response**”). A number of supporting documents were also provided.

[17] I have summarized the positions of Mr. Hillier and Mr. Brown below.

1. Mr. Hillier’s Request

[18] **First**, Mr. Hillier alleges that there appear to be significant and irreconcilable differences between Mr. Brown’s public disclosure statements and other publicly available information relating to Mr. Brown’s assets and liabilities. Mr. Hillier’s position is that Mr. Brown’s capacity to pay for a \$1.7 million mortgage on his home in Oro-Medonte, a condominium in Toronto and his living expenses does not “add up.”

[19] Mr. Hillier cites a media article in which Mr. Brown suggested that he received financial assistance from his family for the mortgage, and Mr. Hillier indicates that such assistance does not appear in Mr. Brown’s public disclosure statements. Mr. Hillier questions how the public is to have confidence in the financial affairs of elected officials if transfers of “large sums of money” are not accounted for in legally required public disclosures.

[20] **Second**, Mr. Hillier alleges that Mr. Brown appears to have received income from an Airbnb “operation” that was not declared in his public disclosure statements. Mr. Hillier relies on media reports for this allegation.

[21] **Third**, Mr. Hillier alleges that Mr. Brown accepted gifts for “lavish” international trips which he did not disclose to the Integrity Commissioner. Mr. Hillier indicates that Genevieve Gualtieri, with whom Mr. Brown is alleged to have a personal relationship, accompanied him on these trips.

[22] Mr. Hillier indicates that given the position and roles of the people involved, Mr. Brown may well have placed himself in a conflict of interest. Mr. Hillier indicates that Mr. Brown travelled to the following destinations:

- India;
- Syria, Turkey, Lebanon and Fiji;
- Abu Dhabi or Dubai for new year’s celebrations;
- Las Vegas for Wayne Gretzky’s fantasy hockey camp; and
- Boston.

[23] He names Laj Prasher and Robert Faissal as two individuals who potentially paid for some of these trips. Although Mr. Hillier had initially indicated in the Affidavit that the PC Party did not pay for Mr. Brown’s international travel, he then provided information in the Reply indicating that the PC Ontario Fund¹ did pay for some, but not all, of Mr. Brown’s expenses for some of these trips.

[24] **Finally**, Mr. Hillier alleges that Mr. Brown received undeclared income in the amount of \$375,000 from a prospective PC Party candidate, Jass Johal, in exchange for securing a candidate nomination. Mr. Hillier relies on an article from the Globe and Mail which he says suggests that Mr. Brown provided Mr. Johal with an unchallenged nomination in exchange for purchasing Aeroplan points and Mr. Brown’s ownership interest in a Barrie restaurant, Hooligans.

¹ The PC Ontario Fund manages the funds of the PC Party.

2. Mr. Brown's Response

[25] Mr. Brown provided responses to each of Mr. Hillier's four allegations, which I outline below.

[26] Mr. Brown raises a preliminary issue with Mr. Hillier's complaint, which is that Mr. Hillier failed to follow the complaint process that is published on the website of the Office of the Integrity Commissioner (the "Office"). Mr. Brown points to requirement (b) of the process which requires that the complainant MPP set out the information leading to the belief that there has been a contravention of the Act in an affidavit. He argues that the complaints made by Mr. Hillier are set out in his letters to me dated February 20 and 26, 2018 rather than in the Affidavit. On that basis, Mr. Brown requests that Mr. Hillier's complaint be dismissed.

a) Difference between Assets and Liabilities

[27] Mr. Brown indicates in the First Response that his net income was \$120,000 per annum, which left him with \$30,000 after paying his mortgage.

[28] Mr. Brown indicates in the Second Response that as Leader of the Official Opposition, he had virtually no expenses. He explains that his condominium in Toronto and all related expenses were paid by the PC Ontario Fund. He also had a dedicated personal driver and a car that was paid by the PC Ontario Fund. He explains that the majority of his meals were provided at one of any number of engagements that he would attend on any given day.

b) Undeclared Income

[29] Mr. Brown states in the First Response that Mr. Hillier makes allegations about what Mr. Brown did not declare on his "public disclosure." Mr. Brown states that section 20 of the Act requires MPPs to submit a private disclosure statement and meet with the Integrity Commissioner to discuss it. Mr. Brown states that he has done so. He then goes on to explain that under the Act, it is the Commissioner (not the MPP) who must prepare the

public disclosure statement. Mr. Brown calls Mr. Hillier's use of the term "public disclosure statement" deceitful.

[30] Mr. Brown admits in the Second Response that he received rental income in 2016 and 2017, which he says he inadvertently failed to disclose to me. He apologizes for this.

c) Travel

[31] Mr. Brown confirms that he travelled to India in 2016. Mr. Brown indicates that the PC Ontario Fund paid for his flights and hotel. He indicates that Ms. Gualtieri and her sister travelled to India, but paid for their own arrangements. He denies that Mr. Prasher paid for this trip. Mr. Brown also confirms that he travelled to India in 2017 and 2018, but indicates that the PC Ontario Fund paid for his flights.

[32] Mr. Brown indicates that there was no dedicated trip to Dubai or Abu Dhabi and he only stopped in those locations on his way to India.

[33] Mr. Brown confirms that he did travel to Turkey and Lebanon in 2016, but indicates that there was no travel to Syria. Mr. Brown indicates that the PC Ontario Fund paid for his flights and hotel. Ms. Gualtieri accompanied Mr. Brown, but her flight was paid by Mr. Brown personally.

[34] With respect to Wayne Gretzky's hockey camp, Mr. Brown confirmed that he attended in 2016 and 2017 but indicates that he was invited as a guest of Mr. Gretzky and that there was no cost for his attendance.

d) Undeclared Payments

[35] Mr. Brown indicates that in order to purchase a new property, the bank required \$375,000 from him in addition to the funds he already had for the down payment. This prompted his "very good friend" Mr. Johal to offer Mr. Brown \$375,000 to purchase Mr. Brown's stake in Hooligans restaurant, as well as two million Aeroplan points.

[36] Mr. Brown indicates that he decided not to proceed with this transaction, after which Mr. Brown and Mr. Johal agreed on the terms of a loan for \$375,000. This loan was advanced on July 11, 2016 and deposited to Mr. Brown's account that day.

[37] Mr. Brown admits that he inadvertently failed to disclose the loan in his disclosure to me, for which he apologizes.

[38] Mr. Brown indicates that he did not interfere with, or exert any influence or control over, the nomination process in Brampton North, which is the riding in which Mr. Johal was acclaimed as the PC Party candidate in late 2016. Mr. Brown states that the loan was finalized before Mr. Johal expressed any interest to him in being the candidate for that riding.

III. THE INQUIRY PROCESS

[39] An interview of Mr. Hillier was conducted on the Affidavit during which documents were requested. These documents were provided following the interview.

[40] An interview of Mr. Brown was conducted under oath pursuant to a summons. He was represented by Ian Katchin, counsel from the law firm Fogler, Rubinoff LLP. Documents were requested from Mr. Brown during the interview, some of which he then provided.

[41] Eleven other witnesses were also interviewed during the inquiry. The interviews of all of the witnesses on whose information I rely in this report were conducted under oath or affirmation pursuant to summonses. These witnesses were:

- Alykhan Velshi, former Chief of Staff, Office of the Leader of the Official Opposition;
- Logan Ross (Bugeja), former Executive Assistant and Principal Secretary, Office of the Leader of the Official Opposition;
- Walied Soliman, a friend of Mr. Brown and former Campaign Chair;

- Jass Johal, a friend of Mr. Brown, former PC candidate for the riding of Brampton North and advisor to Mr. Brown when he was Leader;
- Robert Faissal, a friend of Mr. Brown; and
- Laj Prasher, a friend of Mr. Brown.

[42] Documents were requested from some of these witnesses, either by way of summons or during the course of their interviews.

[43] Mr. Velshi and Ms. Ross were represented during their interviews by counsel retained by the PC Party, Peter Downard and Rachel Laurion from Fasken. Mr. Prasher was represented by Edward Hyer.

[44] I was assisted throughout the course of the inquiry by Liliane Gingras, General Counsel, and two investigators from my Office, Trina Meloche and Bernadette Santiago.

IV. THE EVIDENCE OF THE PARTIES

1. Background

[45] Mr. Brown became Leader of the PC Party on May 9, 2015 after having served as a federal Member of Parliament since 2006. Mr. Brown became the MPP for Simcoe North on September 3, 2015 and Leader of the Official Opposition on September 14, 2015.

[46] Mr. Brown resigned as Leader of the PC Party and Official Opposition on January 25, 2018. The circumstances surrounding his resignation are beyond the scope of this report. Although Mr. Brown remains an MPP as of the date of this report, he has announced publicly that he will not be seeking re-election in the upcoming provincial election on June 7, 2018.

2. Mr. Brown's Disclosure Statements

[47] Mr. Brown submitted a private disclosure statement to this Office on July 7, 2015 after becoming Leader of the PC Party. The former Integrity Commissioner, Lynn Morrison,

then met with Mr. Brown on or around August 12, 2015 to review the information in the statement and discuss his obligations under the Act. Commissioner Morrison then prepared a public disclosure statement which was posted to the Office's website as required by the Act.

[48] Thereafter, Mr. Brown submitted a private disclosure statement on each of the following dates:

- October 1, 2015 after becoming an MPP and Leader of the Official Opposition;
- October 11, 2016; and
- October 10, 2017.

[49] Commissioner Morrison met with Mr. Brown to discuss the statement of October 1, 2015, while I met with Mr. Brown on November 28, 2016 and on December 13, 2017 to discuss the 2016 and 2017 statements, respectively. For each private disclosure statement that Mr. Brown submitted to this Office, a public disclosure statement was prepared and published on the Office's website as required by the Act.

[50] Mr. Brown indicated that he received assistance with the preparation of his private disclosure statements from Logan Ross, who served as Mr. Brown's Executive Assistant and eventually, Principal Secretary, in the Office of the Leader of the Official Opposition at Queen's Park. Ms. Ross confirmed this. Both Mr. Brown and Ms. Ross indicated that Mr. Brown reviewed the statements before they were submitted to my Office.

[51] Ms. Ross often assisted Mr. Brown with his personal matters while he was Leader. Ms. Ross estimated that about 20 per cent of her day was spent on these matters. She indicated that she assisted Mr. Brown with such tasks as paying his bills and scheduling hockey rink time and tennis matches. Ms. Ross also assisted Mr. Brown with administrative matters when he purchased a new property in 2016. Although Ms. Ross was assisting Mr. Brown with financial matters, Mr. Brown and Ms. Ross confirmed that she did not have access to Mr. Brown's online banking information.

3. Purchase of New Property

a) Summary

[52] On July 29, 2016, Mr. Brown purchased a new property in Oro-Medonte, Ontario (the “**Property**”). The purchase price for the Property was \$2.3 million. Mr. Brown indicated that he received a loan in the amount of \$375,000 from Mr. Johal, which he applied towards the down payment for the Property. He has admitted that he failed to disclose this loan in his private disclosure statement(s) submitted to the Office.

b) Background

[53] In early 2016, Mr. Brown sold his residence in Barrie and began to look for a new residence in his riding of Simcoe North.

[54] In or around May 2016, Mr. Brown became interested in purchasing the Property, which is a five-bedroom waterfront home. Mr. Brown made an offer to purchase the Property on or around May 23, 2016 for \$2.3 million. That offer was accepted by the sellers on or around June 4, 2016. The sale was conditional for a period of five business days upon inspection and financing.

c) Financing for the Property

[55] Mr. Brown indicated that around the time of the offer he began having discussions about obtaining financing for the Property with James Dodds, a vice-president at Toronto-Dominion Bank (the “**Bank**”). Mr. Dodds and Mr. Brown are friends, having known one another since they were teenagers. Mr. Dodds put Mr. Brown in touch with a mortgage specialist from the Bank.

[56] Mr. Brown indicated that he also spoke to his mother, who offered to help with the “finances” as needed. Mr. Brown confirmed that no specific plans were made for his mother to provide him with assistance. Mr. Brown does not appear to have sought or received assistance from any other member of his family around that time.

- [57] On June 4, 2016, Mr. Brown sent an email to the mortgage specialist at the Bank indicating that the sellers had verbally accepted to sell the Property for \$2.3 million. Mr. Brown asked in his email: “Can we expedite the process to get a mortgage and if a 20 or 25 percent down is possible?”
- [58] On June 15, 2016, the mortgage specialist sent an email to Ms. Ross and Mr. Dodds to indicate that there was “conditional approval for the purchase.” The approval was based on a 25 per cent down payment, a 25-year amortization and a five-year fixed rate.
- [59] Mr. Brown indicated that in addition to the \$200,000 that he had available for the down payment from the sale of his previous property, the Bank required an additional \$375,000. In total, Mr. Brown needed a down payment of \$575,000 which was 25 per cent of the \$2.3 million purchase price. Mr. Brown confirmed that he had no other funds available at that time to apply towards the down payment.
- [60] Mr. Brown stated in his Second Response that the Bank advised him that “it was their preference that the \$375,000 should not be a loan from a non-family member.” Mr. Brown explained in the Second Response that:

The bank preferred that I demonstrate equity supporting its proposed financing from me or my family. That being said, the bank indicated that it was desirous of closing the transaction. It suggested that family could provide the funds by way of a loan or I could sell assets to support the transaction.

- [61] He explained that “this and only this” was what prompted Mr. Johal to propose that he purchase Mr. Brown’s ownership interest in Hooligans, a restaurant/bar in Barrie, as well as Mr. Brown’s Aeroplan points. Mr. Brown claims that he proposed this transaction, which is outlined below, to the Bank in mid-June 2016.

d) Proposed Sale of Assets to Jass Johal

i. Background Information about Mr. Johal

- [62] Mr. Johal has been a paralegal for several years and owns a business in Brampton which provides paralegal services. He is a long-time PC Party supporter who has known Mr. Brown for more than 10 years. Mr. Brown indicated that Mr. Johal is a very good friend,

a characterization with which Mr. Johal agreed. Mr. Johal in fact described Mr. Brown as being “like family.” They see one another or speak weekly.

[63] Mr. Johal also served as an advisor to Mr. Brown in his capacity as Leader of the PC Party. During the inquiry, Mr. Johal provided a business card with the title “Advisor to PC Leader” which has the logo and address of the PC Party. Mr. Johal indicated that he began that role when Mr. Brown became Leader and that its purpose was to give Mr. Brown advice about the Indian community.

[64] In or around November 2016, Mr. Johal was acclaimed as the PC Party candidate for the Brampton North riding. However, Mr. Johal was advised by the PC Party on March 15, 2018 that he had been disqualified and was no longer the candidate for that riding. Mr. Johal was not provided with a reason for this decision. I will describe Mr. Johal’s involvement in the nomination process in a section below.

ii. Initial Discussions Between Mr. Brown and Mr. Johal

[65] Mr. Brown claims that during a lunch or dinner meeting in late May or early June 2016, Mr. Johal offered to assist Mr. Brown with the down payment for the Property. Mr. Brown indicated that they discussed Mr. Johal purchasing Mr. Brown’s ownership interest in Hooligans and two million of his Aeroplan points. Mr. Brown stated that it was Mr. Johal who proposed this transaction and that he was relieved that Mr. Johal offered.

[66] Mr. Johal’s evidence was different from Mr. Brown’s on this point. He indicated that around the time that Mr. Brown made the offer to purchase the Property, Mr. Brown asked Mr. Johal for assistance with the down payment. Given the sum of money that Mr. Brown required, Mr. Johal asked Mr. Brown to visit the Property, which he then did. Mr. Johal claims that Mr. Brown proposed the sale of assets (the Aeroplan points and the ownership interest in Hooligans) to him after he visited the Property.

iii. The Affidavit of June 11, 2016

[67] Mr. Brown and Mr. Johal each indicated that Mr. Brown required an affidavit for the Bank setting out the terms of the transaction dealing with the sale of assets to Mr. Johal. Accordingly, Mr. Johal prepared an affidavit which stated as follows:

I, Jaswinder Singh Johal of [address redacted] make oath and says that

I purchase Two million Aero plans Air miles and Shares of ownerships interests in Hooligans sports restaurant located at 66 Dunlop Street East Barrie, Ont. L4M 1A4 in the amount of \$375000.00(Three hundred &seventy five thousand dollars) from Mr. Patrick Brown. This amount is paid by certified draft from Bank of Nova Scotia.

DECLARED before me at the
City of Brampton, in the Regional Municipality of Peel,
this 11th day of June, 2016.²

[68] This affidavit was signed by Mr. Johal and commissioned by Mr. Johal's daughter, who is a lawyer. (Although her practice is located in the same office as Mr. Johal's paralegal practice, she has her own firm through which she provides legal services.) Mr. Johal confirmed that he and his daughter signed the affidavit on June 11, 2016. (It will be referred to as the "**June 11 Affidavit**" throughout.)

[69] Mr. Johal indicated that at the time he signed the June 11 Affidavit he believed that the transaction for the sale of the assets would proceed. Mr. Johal stated that a business agreement was not necessary because this was a deal between friends on a "trust basis."

[70] Mr. Brown and Mr. Johal were each questioned about the value of the assets for the proposed sale. Mr. Brown stated that he and Mr. Johal assessed the combined value of these two assets to be at least \$375,000 based on their own hypotheses. Mr. Brown confirmed that he did not make any efforts to obtain a valuation of his interest in Hooligans. He also did not take any steps to determine the value of his Aeroplan points.

² The substance of the affidavit has been reproduced verbatim, except for Mr. Johal's home address which has been redacted for privacy.

- [71] Mr. Johal states that he thought Mr. Brown's share in Hooligans was worth \$400,000. This was based on the experience of a family member who owns an interest in a restaurant, and his two visits to Hooligans. Mr. Johal did not obtain a valuation for the ownership interest. He estimated that the Aeroplan points were worth \$40,000 to \$50,000 based on his own travel experience.
- [72] At the time of the June 11 Affidavit, Mr. Brown had disclosed in his private disclosure statement of July 7, 2015, a 7-per-cent interest in Hooligans, which had a value of \$56,000. The value was amended to \$84,000 in Mr. Brown's October 1, 2015 statement. Mr. Brown again disclosed the 7 per cent ownership in Hooligans in his 2016 disclosure statement with the same value of \$84,000. Mr. Brown amended the ownership interest in Hooligans to 9.9 per cent in his 2017 disclosure statement and the value to \$100,000 (the change in the percentage was as a result of a change in the ownership structure of Hooligans which he disclosed to me when I met with him in November 2017).
- [73] When Mr. Brown was asked about the \$100,000 value provided in the 2017 disclosure statement, he stated that he did not recall what had been disclosed. When it was suggested to him that he had disclosed the value to be \$100,000, he indicated that this is not an accurate valuation of his interest. He believes it is worth more; his understanding of the value of his share appears to be based on the amount of time and money that he and his partners spent on the business.

iv. The Affidavit of June 16, 2016

- [74] Mr. Brown and Mr. Johal each indicated that shortly after the June 11 Affidavit was prepared, Mr. Brown changed his mind about selling both his ownership interest in Hooligans and the Aeroplan points. Mr. Brown expressed that he wanted to continue to be involved in Hooligans with his friends. Mr. Johal's evidence on this point differed from Mr. Brown's. He stated that Mr. Brown had changed his mind because Mr. Brown thought that his ownership interest in Hooligans was worth more than \$375,000.
- [75] Mr. Johal indicated that Mr. Brown then asked him to prepare an affidavit to indicate that the deal had been cancelled. Mr. Brown's evidence on this point differs. He stated that he

did not ask Mr. Johal to prepare an affidavit and believes that Mr. Johal did this to protect himself.

[76] An affidavit was in fact prepared and made public by Mr. Brown on Twitter on February 19, 2018. Mr. Brown's tweet indicates that this affidavit "proves the 'deal' reported by the Globe never happened." (The Globe and Mail article to which Mr. Brown referred had been published earlier that day and reported on the existence of the June 11 Affidavit.)

[77] The substance of the affidavit that Mr. Brown posted to Twitter is the following:³

I, Jaswinder Singh Johal, of the City of Brampton, in the Province of Ontario,
SOLEMNLY AFFIRM AND DECLARE AS UNDER:

1. I am making this affidavit for the purpose of preparing an amendment that the previous affidavit dated June 11, 2016 is void.
2. Patrick Brown refused to transfer the 2 million Aeroplan miles to me as well as an ownership interest in Hooligans restaurant in the amount of \$375,000.00
3. I am making this affidavit to prove that there is no transaction that will be taking place, there is no exchange in funds, aeroplan miles or any interest in Hooligans.

I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

AFFIRMED before me at
the City of Brampton in the
Regional Municipality of
Peel on June 16, 2016

[78] This affidavit is signed by Mr. Johal and commissioned by his daughter. Mr. Johal confirmed that he and his daughter signed it on June 16, 2016. (It will be referred to as the "**June 16 Affidavit**" throughout.)

³ The substance of this affidavit has been reproduced verbatim.

[79] The format and the writing style of the June 11 Affidavit and June 16 Affidavit differed from one another. Mr. Johal indicated that he drafted the June 11 Affidavit while his daughter, a lawyer, drafted the June 16 Affidavit.

e) **The Loan from Mr. Johal**

[80] Mr. Brown indicated that after he advised Mr. Johal that he did not want to proceed with the sale of his assets, Mr. Johal offered to lend him \$375,000 for the down payment for the Property. Mr. Johal's evidence on this point differed. He stated that Mr. Brown asked him to lend him the funds, to which he agreed.

[81] Mr. Brown indicated that the terms of this loan were agreed to a few days before the funds were transferred on July 11, 2016 (information relating to this transfer is provided further below in this section). Mr. Brown stated that the terms of this loan were set out in a promissory note (the "**Promissory Note**"), a copy of which was requested from him during his interview.

[82] Mr. Brown indicated that he did not have a copy of the Promissory Note. He explained that when the contents of his Queen's Park office were returned to him after he resigned as Leader, his file with documents relating to his personal finances was missing. Mr. Brown's belief is that this file was stolen. He later indicated during the interview that he asked Mr. Johal for the documents relating to this matter, including the Promissory Note. Mr. Brown indicated that Mr. Johal did not provide the Promissory Note but that he has a copy of it; he indicated that Mr. Johal "just has to find it." However, Mr. Johal stated that Mr. Brown had not requested documents from him.

[83] With respect to the terms of this loan, Mr. Brown recalled that only the interest payments were due during its two-year term and that these payments were to be made at "their leisure." Mr. Brown could not recall the rate of interest.

[84] Mr. Johal provided a copy of the Promissory Note during the inquiry, which had been requested from him in a summons. (The summons was served on Mr. Johal four calendar days before his interview and he was able to locate the Promissory Note during that time.)

[85] Mr. Johal indicated that Mr. Brown was responsible for the preparation of the Promissory Note but he did not know who actually drafted it. Mr. Brown is identified as the borrower while Mr. Johal is identified as the lender. The terms of what I will be referring to as the “**Loan**” throughout, include the following:

- Principal Amount: \$375,000
- Interest payable monthly on the unpaid principal at the rate of 4 per cent per annum, calculated monthly not in advance.
- The Promissory Note will be repaid in consecutive monthly instalments of interest only on the 28th day of each month commencing on the 28th day of August 2016 and continuing until July 28, 2018⁴ with the balance then owing under the Promissory Note paid at that time.
- The Promissory Note is secured against the Property after the title to the Property is transferred to Mr. Brown. Mr. Johal was to be listed as a lender on the title of the Property.

[86] Mr. Johal stated that Mr. Brown brought the Promissory Note to a lunch meeting on June 26, 2016 but that the terms of the Loan had been discussed in advance of the meeting. Mr. Brown signed the Promissory Note during that meeting. It was also signed by a witness who Mr. Johal identified as Snover Dhillon. Mr. Johal explained that Mr. Dhillon knew both him and Mr. Brown.

[87] Mr. Johal indicated that Mr. Brown explained during the meeting that he may not be able to pay the interest payments on a monthly basis. Although it had been Mr. Johal’s expectation that Mr. Brown would be making monthly interest payments, Mr. Johal did not have an issue with what Mr. Brown was proposing because the interest would be payable at the end of the term along with the principal amount.

⁴ It appears that the year was 2017 in the typed Promissory Note but that it was changed by hand to 2018. The amendment is not initialed. Mr. Johal indicated that this change was made at the time the Promissory Note was signed.

[88] Mr. Johal explained that Mr. Brown kept the original copy of the Promissory Note and that they went to a print shop located near the restaurant after the lunch meeting to make a copy for Mr. Johal.

[89] Mr. Brown indicated in the Second Response that the Loan was advanced on July 11, 2016 and deposited into his account that day. Mr. Johal provided a copy of the bank draft to Mr. Brown dated July 11, 2016 in the amount of \$375,000.

f) Documents Provided to the Bank

[90] As the closing date for the purchase of the Property approached, Ms. Ross worked with Mr. Brown and the mortgage specialist at the Bank to provide the information that was required for Mr. Brown to secure financing.

[91] Mr. Brown explained that he had a lease on a BMW vehicle and that the Bank had advised that if he exited the lease, there was a better chance of the mortgage being approved. He recalls Ms. Ross telling him that it would really show that he had no expenses.

[92] On July 4, 2016, Ms. Ross sent an email to Mr. Brown advising him that “they [the Bank] want you to prepay your lease between now and November so no monies are coming out between now and the end of November.” Mr. Brown responded, “Sure. Can you call BMW to arrange?” Mr. Brown sent an email on July 18, 2016 to Ms. Ross to which was attached a document from BMW Financial Services setting out the “Net Payoff” amount.

[93] Also on July 18, 2016, Ms. Ross sent an email to the mortgage specialist indicating that “we are working on the BMW and should have it resolved either today or tomorrow morning (just waiting for the Business Manager at BMW to call me back).” Ms. Ross confirmed that Mr. Brown paid off the lease for the BMW and that the vehicle was subsequently sold.

[94] In that same email of July 18, Ms. Ross sent the following documents to the mortgage specialist:

1. A Residential Tenancy Agreement between Justin Heran and Patrick Brown;

2. A bank statement for each of April, May and June 2016;
3. A screenshot of the balances in Mr. Brown's bank accounts;
4. A screenshot of transactions in one of Mr. Brown's bank accounts from July 11 to July 14, 2016; and
5. The June 11 Affidavit.

[95] Mr. Brown was questioned during his interview about items #1 and #5.

i. Residential Tenancy Agreement

[96] Mr. Brown indicated that Mr. Heran was a close friend whom he had known since high school. Mr. Brown explained that he reached out to Mr. Heran to propose that Mr. Heran move into Mr. Brown's property as a tenant. Mr. Heran was living in his parents' home at the time. Mr. Brown indicated that Mr. Heran was excited at the prospect of living with Mr. Brown on the waterfront.

[97] Mr. Brown and Mr. Heran entered into a Residential Tenancy Agreement (the "**Lease**") which was executed by them on July 15, 2016. The Lease appears to have been prepared using a standard template and the necessary relevant information was filled out by hand by Mr. Brown.

[98] The Lease provided that Mr. Heran would rent "an apartment in an apartment building" on the Property. However, Mr. Brown confirmed that there was no separate apartment on the Property. He indicated that it was contemplated that Mr. Heran would rent a room on the second floor of his house. The rent was to be \$2,000 per month. Mr. Brown believes that Mr. Heran gave him a deposit for the rent.

[99] Mr. Brown stated that the Lease was sent to the Bank to show a potential source of revenue; the mortgage specialist had said to provide everything that Mr. Brown had to show that he could afford the Property. An email from the mortgage specialist to Ms. Ross on June 29, 2016 suggests that the Bank had been advised that there would be a lease for \$2,000. The mortgage specialist asked Ms. Ross in this email: "We need a copy of the lease for 2k. How is that coming along?" Ms. Ross responded on July 4, 2016 that she would "ask Patrick about the Leader [sic] for the tenant."

[100] Mr. Brown explained that after the Lease was provided to the Bank, he decided not to proceed with the tenancy because he thought it would be more lucrative to rent his property on a short-term basis through Airbnb. He advised Mr. Heran of this. However, Mr. Brown admitted that he never informed the Bank.

[101] Mr. Brown confirmed that he never received rental income under the Lease from Mr. Heran. He indicated that he would have returned to Mr. Heran any deposit cheque that he had provided.

ii. June 11 Affidavit

[102] At the time that the June 11 Affidavit was sent to the Bank on July 18, 2016, the following events had already occurred:

- Mr. Brown had cancelled the sale of the assets set out in the June 11 Affidavit and the June 16 Affidavit had been prepared indicating this;
- The Promissory Note for the Loan had been signed by Mr. Brown (June 26, 2016);
and
- Mr. Johal had paid the amount of the Loan to Mr. Brown (July 11, 2016).

[103] Mr. Brown was asked why the June 11 Affidavit was sent to the Bank on July 18, 2016 given that these events had already occurred. Mr. Brown indicated that he assumed that the June 11 Affidavit had been sent to the Bank around the time that it was declared (i.e. June 11, 2016). However, it appears that Mr. Brown sent the June 11 Affidavit to Ms. Ross on July 18, 2016 via email about one hour before Ms. Ross sent it to the mortgage specialist. Mr. Brown suggested that maybe the Bank had lost the copy of the June 11 Affidavit and needed another copy. He also suggested that it may have been sent to show that Hooligans had value, but again indicated that he thought it had been sent to the Bank earlier.

[104] Ms. Ross stated that she was not aware that the June 16 Affidavit, which cancelled the transaction set out in the June 11 Affidavit, existed until it was published by Mr. Brown recently in response to the Globe article of February 19, 2018.

g) Purchase of the Property Closes

[105] The purchase of the Property closed on July 29, 2016. A charge in favour of the Bank was registered on title to the Property in the amount of \$1,725,000 on that date.

[106] The loan from Mr. Johal to Mr. Brown for \$375,000 was not registered on title, either on that date or at any time thereafter.

h) Disclosure to the Bank – Lease and Loan

[107] Mr. Brown admitted that he never advised the Bank that he had cancelled the Lease.

[108] Mr. Brown also confirmed that he did not advise the Bank that the transaction set out in the June 11 Affidavit had been cancelled or that he had received a loan from Mr. Johal. Mr. Brown stated in his Second Response that looking back, he should have proceeded in a somewhat different fashion. He stated:

I should have notified the bank that the Loan was being funded by Mr. Johal (not a family member) and obtained the bank's consent prior to agreeing to the Loan. That being said, the bank has since become aware of the Loan and has not taken any issue with it. Additionally, all payments have been made as required and when due to both 1) the bank on the mortgage, and 2) Mr. Johal on the Loan. My mother has maintained all payments with respect to the Loan. I have not contributed any payments towards the Loan. This assistance from my family has enabled me to afford the Property. [emphasis added]

[109] There is no evidence that Mr. Brown ever told the Bank that the \$375,000 had been provided by Mr. Brown's family. Mr. Brown indicated that a gift form, which is normally provided to lending institutions to show that a family member has gifted funds to be applied towards the purchase of a property, was not provided to the Bank.

[110] When asked who at the Bank had been made aware of the Loan, Mr. Brown indicated that it was Mr. Dodds, his friend, who told Mr. Brown that making the payments on the mortgage is what mattered. Mr. Brown explained that he has never missed a payment.

[111] With respect to the payments for the Loan, Mr. Brown indicated that his mother had paid \$12,000 of interest owing on the Loan in the last six months. Mr. Brown assumed that the payments were made by cheques. When asked when his mother began making interest payments, Mr. Brown replied that “Jass would know the timetable.” When asked whether he had information about the process or mechanics of how his mother was making the payments, Mr. Brown indicated “Jass would have that.”

[112] Mr. Johal stated that he received two interest payments: one on March 1, 2018 for \$4,000 and the other on April 1, 2018, also for \$4,000. This was after Mr. Brown resigned as Leader. Mr. Johal also indicated that he received each of these payments by cheque from Mr. Brown’s mother. Mr. Johal stated that Mr. Brown gave these to him personally.

i) Disclosure of the Loan to Mr. Brown’s Senior Staff

[113] Around late summer or early fall 2017, Alykhan Velshi, former Chief of Staff in the Office of the Leader of the Official Opposition, became aware of the June 11 Affidavit. Mr. Velshi indicated that he was concerned about it and the carrying costs of Mr. Brown’s mortgage.

[114] Mr. Velshi indicated that the June 11 Affidavit was raised with Mr. Brown during a meeting with other members of Mr. Brown’s senior staff. Mr. Velshi stated that Mr. Brown told them that he had received a loan from Mr. Johal and that the loan records were in his condo (Mr. Brown’s condo is discussed in a section further below). Mr. Velshi recalls being told by Mr. Brown that the loan records were part of his filings with the Integrity Commissioner. He also recalls Mr. Brown saying that the monthly costs of his mortgage were being paid through support from his family, as well as through rental income.

[115] Mr. Brown’s Campaign Chair and close friend, Walied Soliman, was also present during the meeting. Mr. Soliman does recall Mr. Brown indicating that he received a loan but

does not recall Mr. Brown saying that it was a loan from Mr. Johal. He recalls that Mr. Brown said that he had documents. He does not recall Mr. Brown saying that he had disclosed the loan to the Integrity Commissioner. (Mr. Soliman was in fact still unaware at the time of his interview that Mr. Brown had received a loan from Mr. Johal.)

[116] Mr. Brown confirmed that this meeting did occur. He recalls telling the group that the transaction set out in the June 11 Affidavit was “killed a few days later.” He also recalls telling the group during the meeting that “it was a loan agreement” but says that he did not tell them that he had disclosed it to the Integrity Commissioner. He recalls telling them that the documents relating to the Loan were in his files. Mr. Brown recalls Mr. Velshi indicating that the process of rolling the Loan into Mr. Brown’s mortgage needed to be expedited; Mr. Brown indicated that he told them not to worry because this had been the plan all along. (Mr. Brown explained at the time of his interview that it was still the plan to roll the Loan into his mortgage.)

[117] Mr. Soliman recalls leaving that meeting feeling satisfied that there were reasonable explanations for Mr. Brown’s financial position, including help from family and renting out his home. Mr. Soliman also recalls telling Mr. Brown’s senior team that if there was rental income that needed to be disclosed, it should be disclosed.

[118] As an additional “protective measure”, Mr. Soliman indicated that he asked Mr. Velshi to connect with a private banker. Mr. Soliman said that this was to make sure nothing slipped through the cracks and proper financial structures were in place to ensure that no inferences could be drawn. Mr. Soliman confirmed that this recommendation was a risk-mitigating measure, rather than based on any particular concerns about Mr. Brown’s personal finances.

[119] Mr. Velshi’s explanation was that in the wake of the meeting, there was a sufficient level of complexity relating to Mr. Brown’s personal financial affairs that it was “probably” wise to professionalize them. Mr. Velshi indicated that it was then recommended to Mr. Brown that his bank account be taken over by a private banker.

[120] Mr. Velshi explained that he did not have concerns about Mr. Brown getting money from other sources because it is unfathomable that a politician would get income from other sources. However, Mr. Velshi indicated that getting rental income, family income, and “loans from a paralegal” created “compliance headaches” in terms of disclosure.

[121] Mr. Velshi indicated that it was also recommended to Mr. Brown that if there was a “gap” between his income and his spending, the PC Party should pay for that. Mr. Velshi stated that Ms. Ross’s “back of the envelope” estimate was that there was a \$60,000 shortfall. Ms. Ross indicated that her “back of the napkin” math was that there was a \$30,000 to \$50,000 shortfall.

[122] Mr. Brown’s recollection was that about a year ago, Ms. Ross became less interested in doing Mr. Brown’s personal assistant work and it was suggested around that time that a professional banker deal with Mr. Brown’s finances. Mr. Brown was advised that this was standard practice for the premier of the province, and that if he was to become premier, this was a practice in which he should now engage. Mr. Brown indicated that the proposal to professionalize his finances was not related to the state of his finances. He stated that generally, his salary covered his expenses, but that his expenses at times exceeded his revenue.

[123] Steps were taken to obtain a private banker for Mr. Brown but the process of “professionalizing” Mr. Brown’s finances was never completed as Mr. Brown resigned as Leader on January 25, 2018.

j) Disclosure of the Loan to the Integrity Commissioner

[124] The Loan was not disclosed in any of Mr. Brown’s private disclosure statements to this Office. Mr. Brown did not advise me of the Loan when I met with him the first time to discuss his 2016 private disclosure statement or the second time to discuss his 2017 statement.

[125] On February 5, 2018, Mr. Brown wrote to me directly indicating the following:

Due to the recent false allegations against me, I have had to make some financial adjustments. I currently now have a short term secondary loan on my property in Oro-Medonte.

[126] I wrote to Mr. Brown on February 12, 2018 to request information about this loan. This letter was sent again to Mr. Brown on February 23, 2018. Mr. Brown did not provide me with the information that I had requested. Mr. Brown indicated during the interview that the February 5 letter related to the loan from Mr. Johal for \$375,000. Mr. Brown also stated that he was disclosing the fact that his financial “picture” might change; he was contemplating waiving a payment in accordance with the terms of his mortgage, a line of credit or a house loan. Ultimately, none of these were required because he received assistance from his family.

[127] Mr. Brown admitted in the Second Response, submitted March 21, 2018, that he “inadvertently failed” to include the Loan in his disclosure statement. He apologized for failing to do so. Mr. Brown stated that it should have been disclosed in his 2016 and 2017 statements. By way of explanation, he indicated that the Loan was going to be rolled into the main mortgage quickly but that “we” did not get around to that.

4. Mr. Johal Acclaimed as PC Party Candidate for Brampton North

[128] Mr. Johal was acclaimed as the PC Party candidate for the Brampton North riding around November 2016. This was about four months after he advanced the Loan to Mr. Brown.

[129] Mr. Brown indicated that there were three other candidates who were interested in the nomination: one was disqualified and the other two withdrew. Mr. Johal said that there were four other candidates, while Mr. Soliman recalls there being two (both of whom he recalls were disallowed because of information brought to the attention of the Provincial Nominations Committee of the PC Party (the “**Nominations Committee**”) through its investigative review process).

[130] Mr. Brown stated that of the 8,000 memberships that had been sold by all of the candidates who were interested in the nomination, 6,200 had been sold by Mr. Johal. Mr. Johal confirmed this and provided a receipt showing that the payment for 5,000

memberships was received by the PC Party on October 25, 2016. (Mr. Johal could not locate the receipt for the remainder of the memberships he sold but did confirm that it was 6,200 memberships in total.)

[131] Mr. Johal indicated that he sold these memberships in the two months leading up to the nomination with the assistance of a large group of volunteers (Mr. Johal provided pictures of himself with this group). He explained that he sold the memberships by going door-to-door.

[132] Mr. Brown explained that at the time that he received the Loan from Mr. Johal, he was unaware that Mr. Johal was interested in the nomination. He claims that he first learned that Mr. Johal was interested in being a candidate in Fall 2016.

[133] Mr. Johal's evidence on this point differed from Mr. Brown's. He indicated that he became interested in running when Mr. Brown became Leader of the PC Party in 2015. He also stated that he did mention to Mr. Brown in 2015 that he was interested in running.

[134] Mr. Johal stated that he did not advise the Nominations Committee that he had provided a loan to Mr. Brown when he applied for the nomination (he indicated that there is no financial disclosure obligation in the application). In fact, he stated that he had kept the existence of the Loan confidential.

[135] Mr. Brown and Mr. Johal both denied that Mr. Johal had given Mr. Brown \$375,000 in exchange for an uncontested nomination. None of the witnesses could provide any information about this allegation.

[136] Mr. Johal indicated that other than the principal and interest, he did not expect anything in return from Mr. Brown for the Loan.

[137] Mr. Brown denied having done anything to discourage the other candidates from running or having discussions with anyone from the Nominations Committee regarding those candidates or Mr. Johal (except for Mr. Soliman).

[138] Mr. Brown indicated that Mr. Soliman, who was on the Nominations Committee as the Campaign Chair, had raised an issue with him regarding Mr. Johal's candidacy around the time of the vetting. Mr. Brown remembers telling Mr. Soliman that "any candidate in the province, regardless if they're a friend, if they bring embarrassment to the party, I do not want to defend their actions during a provincial election campaign." Mr. Soliman confirmed that he had a discussion with Mr. Brown to that effect. In fairness to Mr. Johal, it should be mentioned that the issue regarding his candidacy was resolved in his favour by the Nominations Committee.

5. Rental Income Earned by Mr. Brown

[139] Ms. Ross indicated during her interview that she rented out the Property through her Airbnb account. Ms. Ross provided documentation from the Airbnb account indicating that Mr. Brown received the following revenue from renting the Property:

- \$1,649 on August 14, 2016
- \$2,133 on August 26, 2016
- \$2,132 on September 3, 2016

[140] Based on this information, Mr. Brown's total rental income for 2016 was \$5,914.

[141] Mr. Brown stated in his Second Response that he arranged for Ms. Ross to rent out the Property through Airbnb; Ms. Ross collected the revenues from the rental and then transferred the funds into Mr. Brown's bank account. Mr. Brown also stated in his Second Response that he received two payments from renting out the Property: one on August 22, 2016 for \$1,645 and the other on September 19, 2016 for \$2,130. Mr. Brown provided financial records to support this. He indicated during the interview, without prompting, that he thought he had rented out the Property three times in 2016 but had been unable to find the third payment in his bank account.

[142] For 2017, Mr. Brown indicated that he rented the Property on three occasions to his friend Justin Heran (this is the same individual with whom he entered into the Lease) while he was away. He stated in his Second Response that this generated revenue in the

amount of approximately \$15,000, but that he was in the process of confirming the exact amount. Mr. Brown expressed during his interview that the amount was less than \$15,000 but he could not confirm the amount precisely.

[143] Mr. Brown did not disclose any rental income in his private disclosure statements nor did he disclose this income to me when I met with him in 2016 and 2017.

[144] Ms. Ross indicated that Mr. Brown had told her not to include the rental income in Mr. Brown's financial disclosure statement (this was likely for the 2016 disclosure statement). Mr. Brown had advised Ms. Ross that it did not need to be disclosed because the expenses for the Property were greater than the rental revenue (i.e. it was a "wash").

[145] Mr. Brown admitted that he "inadvertently failed" to include the revenue from the Property in his disclosure to the Integrity Commissioner, for which he apologizes. By way of explanation, Mr. Brown indicated the following in his Second Response:

While preparing my tax returns for 2016, I did not receive accurate tax advice with respect to declaring the revenues from the Property. At that time, I was advised that because my expenses for the Property exceeded the revenue (i.e the \$3,775.18), I did not have to declare these revenues.

[146] Mr. Brown advised during his interview that the tax advice he referenced in the Second Response had been provided to him by Ms. Ross. Mr. Brown confirmed that Ms. Ross is not an accountant but explained that Ms. Ross and her spouse rent a number of properties so "this is their business." Mr. Brown indicated that he did not contact my Office to ask for advice about whether this income needed to be disclosed.

6. International Travel by Mr. Brown

[147] Mr. Brown has taken several international trips since 2015. There is no evidence that any of these trips were paid for through the Assembly with public funds.

[148] The PC Ontario Fund paid for some of Mr. Brown's more significant expenses (such as flights or accommodations) for several of these trips. This was the case for trips that Mr. Brown took to India via the United Arab Emirates in or around January 2016, January

2017 and January 2018, and to Lebanon via Turkey in June 2016. Mr. Brown viewed these trips as an opportunity to build relationships with certain communities (I will refer to these as “**political outreach trips**”).

[149] Mr. Brown often travelled with Genevieve Gualtieri during these trips. In his Second Response, Mr. Brown referred to Ms. Gualtieri as his girlfriend, but also indicated that they have been friends for three years. He clarified during the interview that Ms. Gualtieri was his “on and off” girlfriend. This is consistent with the evidence of several witnesses.

[150] Ms. Gualtieri was also an intern for PC Caucus Services⁵ at Queen’s Park for a short period during the summer of 2015 after Mr. Brown became Leader of the PC Party, but before he became Leader of the Official Opposition.

[151] Mr. Brown would at times take personal vacations following a political outreach trip; he travelled to Australia and Fiji after the trip to India in 2017 and to the Maldives following the 2018 trip. The portion of the trips that was considered to be vacation by Mr. Brown was not paid for by the PC Ontario Fund.

[152] Evidence relating to each of the political outreach trips is provided below. Mr. Hillier also raised two additional destinations -- Boston and Las Vegas for Wayne Gretzky’s hockey camp -- which I will address under a separate heading below.

a) January 2016 – Dubai, India

[153] Mr. Brown went on a political outreach trip to India in or around January 2016. He was accompanied by a large delegation, which included MPPs, Mr. Johal, Mr. Brown’s sister, Ms. Gualtieri and her sister, and Robert Faissal.

[154] Mr. Faissal is a close friend of Mr. Brown; they have known one another for more than 10 years. Mr. Brown called Mr. Faissal a “leader in the Lebanese community in Canada.” Mr. Faissal owns a consulting company through which he is a partner in several companies. Mr. Faissal indicated that he does not have any dealings with the provincial

⁵ PC Caucus Services is a branch of the Assembly that provides support services to the Office of the Leader of the Official Opposition and the MPPs from the PC Party caucus. It employs about 40 people. Similar services exist to support other party caucuses.

government. Mr. Faissal has travelled with Mr. Brown on a number of occasions (the majority of these trips were personal vacations).

[155] Mr. Brown's return flight to India (via Dubai) cost \$5,529.48 and flights within India cost \$613.20. Documents from the PC Ontario Fund show that these expenses were paid by the PC Ontario Fund. Mr. Brown indicated that the PC Ontario Fund paid, or reimbursed him, for his expenses for accommodations and provided records to show that he had paid for some of his accommodations directly.

[156] Mr. Brown explained that the Dubai portion of the trip was both personal and PC Party business. He indicated that it had been made very clear by the Chairman of the PC Ontario Fund that any expenses that Mr. Brown had, he could submit (for both the Dubai and India portions). However, Mr. Brown stated that either he or Ms. Gualtieri would have paid for the hotel in Dubai; there is no indication in PC Ontario Fund expense documents that the PC Ontario Fund paid for this expense. Mr. Brown indicated that he may have paid for a few meals while in Dubai but that they were going to different parties so there "wasn't really any meals."

[157] For the India portion of the trip, Mr. Brown indicated that the PC Ontario Fund paid for his accommodations. There is no evidence in the expense documents from the PC Ontario Fund that the PC Ontario Fund paid for this expense.

[158] Mr. Brown explained that he told Ms. Gualtieri to make her own arrangements and that he did not pay for her expenses. Mr. Brown does not know who paid for Ms. Gualtieri's sister to travel. Mr. Brown indicated that his own sister made her own arrangements.

[159] Mr. Johal and Mr. Faissal, who were on this trip, denied having paid for Mr. Brown's expenses (although Mr. Faissal indicated that he may have paid for the occasional lunch for Mr. Brown and others). Other than information relating to the reimbursement of expenses by the PC Ontario Fund, no other witnesses had information to suggest that any other person had paid for Mr. Brown's travel expenses.

[160] Mr. Hillier's allegation was that Laj Prasher had paid for this trip. Mr. Brown described Mr. Prasher as a "great friend" whom he has known for about 10 years. Mr. Prasher is the

CEO and President of two companies: Broadconnect and Tortel. Mr. Prasher is a shareholder, along with some of his family members, in a corporation that owns these two companies. Broadconnect is a telecom solutions provider. It has contracts with the University of Toronto, Legal Aid Ontario, TVO and the Trillium Foundation, amongst others. Mr. Prasher denies having discussed these contracts with Mr. Brown.

[161] Mr. Brown and Mr. Prasher each indicated that Mr. Prasher was not in India with Mr. Brown and each denied that Mr. Prasher paid for Mr. Brown's travel expenses. However, Mr. Prasher explained that as the National Convenor of the Canada India Foundation (the "CIF"), an organization that promotes Canada-India relations, he did personally pay for Mr. Brown's flight to India in January 2015 (this was before Mr. Brown became Leader of the PC Party and an MPP). Mr. Prasher indicated that the CIF had no funds to pay, which is why he paid personally for Mr. Brown's flight. Mr. Prasher explained that this was "normal", stating that if an MP is taken on a trade mission, their airfare should be paid. He indicated that the flight of another MP had been paid by the Chair of the CIF.

[162] Mr. Prasher denied having paid for any other travel expenses for Mr. Brown.

b) June 2016 - Turkey and Lebanon

[163] This was a short political outreach trip that Mr. Brown took in June 2016. Mr. Brown flew from Toronto to Turkey, then to Lebanon. Mr. Brown indicated that he visited a Syrian refugee camp while in Lebanon, but did not go to Syria as alleged by Mr. Hillier.

[164] Mr. Brown was accompanied by Ms. Gualtieri, Mr. Soliman, Mr. Faissal and Abraham Elias, who was the treasurer of the PC Party.

[165] Mr. Faissal assisted with the organization of the trip and arranged for Mr. Brown to meet with government officials in Lebanon.

[166] Mr. Brown's flights cost \$2,295.71 and his hotel in Lebanon cost \$1,272.27. Documents from the PC Ontario Fund show that these expenses were paid by the PC Ontario Fund. Mr. Brown indicated that he paid for Ms. Gualtieri's flights and that either he or Ms. Gualtieri paid for the hotel in Turkey.

[167] Mr. Faissal and Mr. Soliman, who travelled with Mr. Brown, denied having paid for Mr. Brown's trip. Other than information relating to the reimbursement of expenses by the PC Ontario Fund, there is no other evidence to suggest that any other person had paid for Mr. Brown's travel expenses.

c) January 2017 – Dubai and India, Australia and Fiji

[168] In or around January 2017, Mr. Brown went on a political outreach trip to India. He explained that a "star candidate" by the name of Mukund Purohit, whom he was pursuing to run for the PC Party in Scarborough-Guildwood, was receiving an award from the President of India. Mr. Purohit asked Mr. Brown whether he would attend the award ceremony.

[169] Mr. Brown then travelled to Australia and Fiji for a personal vacation.

[170] Ms. Gualtieri accompanied Mr. Brown on both portions of the trip. Mr. Johal indicated that he was on the India portion of the trip. Mr. Faissal was not with Mr. Brown in India, but was with him in Australia and Fiji. Various individuals who do not appear to be relevant to this matter were also in India, Australia and/or Fiji.

[171] Mr. Brown's flight itinerary indicates that he flew through Dubai, where he spent two nights. Mr. Brown's flights for the Dubai/India leg of his trip cost \$6,475.23 and were reimbursed by the PC Ontario Fund. No other expenses for accommodations or meals appear to have been reimbursed by the PC Ontario Fund. Mr. Brown indicated that because Mr. Purohit was receiving an award, he was given hotel rooms for his guests (Mr. Purohit's wife, his daughter and Mr. Brown) by the conference that organized the award ceremony.

[172] Mr. Brown indicated that he had no ground transportation and meal expenses in India. He explained that people would "fight" about who got to take him in their car and host dinners in his honour.

[173] With respect to the Australia/Fiji portion of the trip, Mr. Brown provided banking records showing that he paid for various expenses while there, including expenses for

accommodations. He also provided a banking record showing that he made a payment to Air Pacific which he indicates was for his flight.

[174] Mr. Faissal, who was on a portion of this trip with Mr. Brown, denied having paid for Mr. Brown's expenses for either portion of this trip. Other than information relating to the reimbursement of expenses by the PC Ontario Fund, no other witnesses had information to suggest that any other person had paid for Mr. Brown's travel expenses.

d) January 2018 – Dubai and India, Maldives

[175] In January 2018, Mr. Brown went on a political outreach trip to India via Dubai. Mr. Brown then travelled to the Maldives for a personal vacation.

[176] Ms. Gualtieri was in Dubai with Mr. Brown but did not accompany him to India. She joined him for the trip to the Maldives. Mr. Johal and Mr. Prasher were in India with Mr. Brown, as was Shiv Raj, who was Mr. Brown's Director of Tour at Queen's Park, and PC Party candidates (there were others in attendance who do not appear to be relevant to this matter). Mr. Faissal and Mr. Dodds were on the Maldives portion of the trip (as were others who appear to be unrelated to this matter).

[177] Mr. Velshi indicated that he directed that the entirety of Mr. Brown's travel costs be paid by the PC Ontario Fund. Mr. Velshi stated that he told Mr. Soliman that it was unacceptable for Mr. Brown to be travelling overseas for "quasi work-related functions and the PC Party not paying for it." He stated that he would have concerns that others might pay for Mr. Brown's travel expenses, but that this was not based on anything specific. When asked about those concerns, he stated as follows:

I think because I feel as though there's always people who would be willing to [pay], and it's just much easier to just pay for it yourself or to have the party pay for it, so it's nothing specific. [...] There's no individuals that I knew were travelling with him. It was just for a matter of, you know, if you travel and it's work-related, the work should pay for it.

[178] Documents from the PC Ontario Fund show that Mr. Brown's flight for the Dubai/India portion of the trip was paid for by the PC Ontario Fund (\$8,678.45). Documentary

evidence was provided to show that Ms. Gualtieri paid for accommodations in Dubai. There is no documentary evidence regarding who paid for Mr. Brown's accommodations in India.

[179] With respect to the Maldives, Mr. Brown indicated that he and Ms. Gualtieri each paid for their own travel expenses for this portion of the trip.

[180] Mr. Faissal, Mr. Johal and Mr. Prasher, who were each with Mr. Brown during some portions of the trip, denied having paid for Mr. Brown's trip. Other than information relating to the reimbursement of expenses by the PC Ontario Fund, no other witnesses had information to suggest that any other person had paid for Mr. Brown's travel expenses.

e) **Other Travel**

i. Wayne Gretzky's Fantasy Hockey Camp (2016, 2017)

[181] Mr. Brown indicated in his Second Response that he and Wayne Gretzky became "good friends." Mr. Brown stated that Mr. Gretzky had invited him to his hockey camp in Las Vegas and that he briefly attended the camp in 2016 and 2017 as a guest of Mr. Gretzky.

[182] Mr. Brown also indicated in his Second Response that he did not pay for these trips, nor did the PC Party. Mr. Brown explained that he attended as a guest of Mr. Gretzky and that there was no cost for his attendance.

[183] Mr. Brown stated that he used points to travel to the camp and provided an Aeroplan receipt for a trip to Las Vegas in March 2017.

[184] He explained that he stayed with a friend one year, and in a hotel room that was provided by the camp the second year.

[185] There is no evidence of any other person paying for Mr. Brown's expenses for either of these trips.

ii. Boston (2016)

[186] Mr. Brown indicated that he travelled to Boston with Ms. Gualtieri to run the Boston Marathon for the Hospital for Sick Children. He stated that he paid for this trip using his travel points and that Ms. Gualtieri paid for her own trip. The hotel was paid for by the Hospital.

[187] There is no evidence of any other person paying for Mr. Brown's expenses for this trip.

f) Ms. Gualtieri's Travel Expenses

[188] There is no evidence that any person other than Mr. Brown paid for Ms. Gualtieri to accompany him to any of the destinations listed above. There is evidence that Snover Dhillon paid for Ms. Gualtieri to travel to Sault Ste. Marie.

[189] On May 1, 2017, Mr. Brown was copied on an email from "info@dmediagroup.ca" to Ms. Gualtieri forwarding an Air Canada boarding pass in Ms. Gualtieri's name for a return flight from Toronto to Sault Ste. Marie leaving May 2, 2017 and returning on May 8, 2017. The cost of the flight was \$734.78. The letter "s" appears in the text box immediately below the delivery particulars.

[190] On May 29, 2017, an email was sent to Mr. Brown from "info@dmediagroup.ca" forwarding an Air Canada boarding pass in Ms. Gualtieri's name for a one-way flight from Toronto to Sault Ste. Marie leaving on May 30, 2017. The cost of the flight was \$406.94.

[191] Mr. Brown indicated that the emails were from Sam Dhillon (other witnesses stated that the email address belongs to "Snover" Dhillon). Mr. Brown described Mr. Dhillon as a friend and one of the "movers and shakers in the Indian community." Mr. Brown explained that he did not ask Mr. Dhillon to purchase these flights and that this was Mr. Dhillon trying to "suck up" to Mr. Brown.

[192] A provincial by-election was held on June 1, 2017 in Sault Ste. Marie. Mr. Velshi indicated that he ran into Ms. Gualtieri at the airport after the seat for the Sault Ste. Marie

riding had been vacated, but before the by-election was called; Ms. Gualtieri had told him that she was on her way there to help out with the by-election. Mr. Brown confirmed that this was in fact the case.

7. Other Gifts, Income or Benefits

[193] Mr. Brown denied having received any other gifts or sums of money but did indicate that he did attend several sporting events (presumably as a guest). He stated that he was not there to watch the games but rather to meet people and “shake hands.”

[194] Mr. Brown did not disclose these as gifts to my Office. He explained that he did not enjoy the events because he was not there to watch the games and that if he had been at an event to watch, he would have disclosed it. Mr. Brown indicated that it was his interpretation that “I was doing them a favour by showing up because I was a draw.”

[195] Mr. Brown confirmed that he has a condominium in Toronto, the rent for which was paid directly to the landlord by the PC Ontario Fund until around the time that Mr. Brown resigned as Leader on January 25, 2018.

[196] The PC Ontario Fund also paid for a vehicle and a driver for Mr. Brown for party business while the Assembly paid for a vehicle and driver for Mr. Brown for business related to his role as Leader of the Official Opposition.

[197] Mr. Brown also indicated that the PC Ontario Fund paid for his phone.

[198] There is also some indication that the PC Ontario Fund paid for expenses relating to grooming and dry cleaning.

[199] Mr. Brown stated in the Second response that the majority of his meals were provided at one of any number of engagements that he would attend on any given day.

[200] Mr. Brown indicated that home internet was an expense that he could submit to the Assembly because he set up a home office in his home in Oro-Medonte.

V. THE ISSUES

[201] I framed the issues raised by Mr. Hillier as follows:

1. Did Mr. Brown fail to disclose gifts of travel to the Integrity Commissioner contrary to section 6 of the Act?
2. Did Mr. Brown fail to disclose a source of income to the Integrity Commissioner contrary to section 20 of the Act?
3. Did Mr. Brown receive money from Jass Johal and if so, did Mr. Brown fail to disclose those funds to the Integrity Commissioner as required by section 20 of the Act?

VI. ANALYSIS

1. Mr. Brown's Request to Dismiss Mr. Hillier's Complaint

[202] Mr. Brown seeks to have Mr. Hillier's complaint dismissed because Mr. Hillier failed to follow the complaint process which is set out on the Office's website. Mr. Brown points to requirement (b) of the process which requires that the complainant MPP set out in an affidavit the information leading to the belief that there has been a contravention of the Act. He argues that the complaints made by Mr. Hillier are set out in his letters to me dated February 20 and February 26, rather than in an affidavit.

[203] I find that Mr. Hillier's complaint should not be dismissed as requested by Mr. Brown. Mr. Hillier did provide an affidavit which set out four allegations against Mr. Brown. Further particulars of the complaint are set out in a letter to me dated February 20, 2018 which is referenced and attached to the Hillier Affidavit. However, the letter is not properly marked as an exhibit to the Hillier Affidavit. Mr. Hillier also provided new information in the Reply which is not in affidavit format.

[204] There is indeed a complaint process posted on the Office's website that applies when an MPP wishes to request an inquiry under section 30 of the Act. This process was

developed by the Office and is not one that is set out in the Act or in any other legislation or regulation. The Act simply requires that the request be made in writing and must set out the contravention of the Act that is alleged and the grounds for the belief that there has been a contravention.

[205] The complaint process does specify that the MPP making the request for an inquiry set out in an affidavit the information leading to the belief that another MPP has contravened the Act. The purpose of that requirement is to ensure that MPPs understand the seriousness of requesting an inquiry under section 30 of the Act and discourage frivolous requests. It helps me to assess the strength of the information upon which a request is based so that I may decide whether to conduct an inquiry under section 31 of the Act and may also assist me in defining the scope of the inquiry.

[206] In this case, although there are some issues with the particulars that Mr. Hillier provided to support the allegations, which I will comment on further below in the analysis, I am satisfied that Mr. Hillier's materials of February 20 and February 26, 2018 were sufficient for me to conduct an inquiry.

2. The Burden and Standard of Proof

[207] I adopt the statement of one of my predecessors, the Honourable Coulter Osborne, that "as a general proposition, a member who contends that another member has contravened the Act must establish the allegations asserted in the member's complaint. That is to say a member who accuses another member of contravening the Act bears the onus of proving the breaches alleged in the member's complaint."⁶

[208] Since *F.H. v. McDougall*⁷ it is clear that there is only one standard of proof in a civil case and that is proof on a balance of probabilities and the evidence must always be clear, convincing and cogent in order to satisfy the balance of probabilities test.

⁶ Report re: The Hon. Harinder Takhar, January 4, 2006 at para. 67.

⁷ [2008] 3 S.C.R. 41.

3. Issues

a) Issue 1: Did Mr. Brown fail to disclose gifts of travel to the Integrity Commissioner contrary to section 6 of the Act?

[209] Mr. Hillier has identified a total of nine trips of international travel taken by Mr. Brown when he was Leader of the PC Party. They are:

1. January 1-22, 2016 to India through Dubai;
2. June 9-15, 2016 to Lebanon, Turkey and Syria;
3. March, 2016 to Boston;
4. January 2017 to India and Fiji;
5. December 22, 2017 to January 12, 2018 to Dubai;
6. January, 2018 to India;
7. 2015 to Las Vegas to attend Wayne Gretzky's hockey camp;
8. 2016 to Las Vegas to attend Wayne Gretzky's hockey camp; and
9. 2017 to Las Vegas to attend Wayne Gretzky's hockey camp.

[210] In fact, it appears that Mr. Hillier has duplicated #5 and #6 above since the December 27, 2017 to January 12, 2018 trip to Dubai was part of the trip to India in that same time period (Mr. Brown flew to India through Dubai where he stopped for a few days). There are therefore only eight trips identified.

[211] I should also correct that Mr. Brown never went to Syria as part of the 2016 Lebanon trip (#2) as alleged by Mr. Hillier and that two additional destinations were identified during the course of the inquiry: Australia as part of the 2017 India/Fiji trip (#4) and the Maldives as part of the 2018 India trip (#6).

[212] It is Mr. Hillier's thesis that Mr. Brown did not have sufficient personal resources to pay for these trips. He suggests that they may have been paid as a gift, which should have been disclosed to me. Although Mr. Hillier accepts that some of the travel expenses were paid for in part by the PC Ontario Fund, he submits that not all of the expenses were reimbursed, including Mr. Brown's trips to Fiji, Boston and Dubai.

- [213] Mr. Hillier states that there was no record of any portion of Mr. Brown's trips to Dubai in 2016 and 2018 being reimbursed. In fact, I have reviewed the records provided by PC Ontario Fund and they disclose some reimbursements for both trips as part of the overall reimbursement for Mr. Brown's trips to India/Dubai. Mr. Brown was also reimbursed for flights and some accommodations for his trip to Lebanon in 2016 (#2) and for his flight to India in 2017 (#4).
- [214] Mr. Hillier's thesis is based on his claim that Mr. Brown's foreign travel, payment for his \$1.725 million mortgage and \$17,000 property tax bill are inconsistent with his income as Leader of the PC Party. I find that this theory has no application to those trips which occurred prior to Mr. Brown incurring the mortgage liability in question, the first payment for which was not payable until August, 2016. Prior to that date Mr. Brown was a single man with no dependents (he had a relatively small mortgage on his house until it was sold in early 2016). His salary as Leader of the PC Party was approximately \$180,000 per annum. He could certainly afford to take the trips he did take until August, 2016. That eliminates from any concern the trips set out above at #1 (India 2016), #2 (Lebanon 2016), #3 (Boston 2016), #7 (Las Vegas 2015) and #8 (Las Vegas 2016).
- [215] Of the remaining three trips in question which took place after August, 2016 I find that the PC Ontario Fund paid a substantial portion of the costs of the trips to India through Dubai (#4 and #5/#6). I am also prepared to accept that Mr. Brown personally paid for the vacation portion of each of those trips (Australia/Fiji in 2017 and the Maldives in 2018). Mr. Brown's brief attendance at the Wayne Gretzky hockey camp (#9) was as a guest of Mr. Gretzky, who was a friend. Accommodation was provided by the camp in 2017 and Mr. Brown used Aeroplan points to fly to Las Vegas. He provided an Aeroplan receipt for his flight. I am prepared to accept his evidence on the matter. The gift from Mr. Gretzky was entirely personal and not connected directly or indirectly with Mr. Brown's performance of his duties of office so section 6 of the Act would have no application and there would be no duty to disclose it under subsection 6(3).
- [216] Mr. Hillier suggested that Mr. Brown might have received payment for some of Mr. Brown's trips from Laj Prasher and Robert Faissal. I interviewed both of these gentlemen

who categorically denied having paid any of Mr. Brown's travel expenses while he was Leader of the PC Party. The basis for Mr. Hillier's belief may be that Mr. Prasher did pay for a trip to India for Mr. Brown when Mr. Brown was a Member of Parliament. This occurred when Mr. Prasher was the National Convenor of the Canada India Foundation prior to June, 2015. The organization worked to foster better relations between Canada and India and sponsored travel for Canadian politicians to visit India which Mr. Prasher paid for during his term as leader of the organization. He has never paid for any of Mr. Brown's trips, directly or indirectly, since Mr. Brown became Leader of the PC Party. I have no reason to disbelieve either Mr. Faissal or Mr. Prasher. I find that Mr. Hillier's suggestion does not rise beyond the level of mere speculation and is unsupported by the evidence.

[217] Mr. Brown has recently disclosed to me that he has accepted employment as Vice President of Tortel, one of Mr. Prasher's companies of which he is the President and CEO. This is not surprising due to the close relationship between the two men. It does not alter my assessment of Mr. Prasher's evidence that he did not pay for any of Mr. Brown's trips after Mr. Brown left federal politics and became Leader of the PC Party.

[218] It is further alleged by Mr. Hillier that on many of Mr. Brown's trips he was accompanied by his girlfriend Genevieve Gualtieri. Although not specifically stated, presumably the concern is that if a third party paid for Ms. Gualtieri's travel it could be considered a gift attributed to Mr. Brown. In the alternative, if Mr. Brown paid for her travel expenses it would have been a further drain on his limited after-tax income suggesting that he must have had other sources of undisclosed income.

[219] For the reasons I have stated I do not consider any trips taken prior to Mr. Brown's house purchase in July, 2016 to have any relevance to this submission. Mr. Brown did volunteer that he paid Ms. Gualtieri's expenses for their trip to Lebanon in June, 2016. There were only two trips which they took together subsequent to July, 2016. One was in January, 2017 to India and Dubai, with a subsequent vacation in Australia and Fiji. Mr. Brown paid for the accommodations for the vacation portion of the trip. It is unclear who paid for Ms. Gualtieri to travel to Dubai/India. The other trip was in January, 2018 when Ms.

Gualtieri joined Mr. Brown in Dubai, but not in India. She went on to the Maldives with him as part of a vacation. Mr. Brown claims that they each paid their own expenses for the trip to the Maldives. It is unclear who paid for Ms. Gualtieri to travel to Dubai/India.

[220] The evidence also disclosed that boarding passes from Snover Dhillon for Ms. Gualtieri were sent to Mr. Brown for two trips she took in May, 2017 to work in a by-election in Sault Ste. Marie. The cost of the flights in total was approximately \$1,100. Mr. Brown suggested that if Mr. Dhillon paid for her trips he was merely trying to let Mr. Brown know this to ingratiate himself with Mr. Brown. I do not see this as a gift to Mr. Brown within the meaning of section 6 of the Act.

[221] While Mr. Brown's vacation trips undoubtedly placed a strain on his personal finances during the period after his house purchase, his income, as we will see, was being supplemented, while he was travelling, from rental income on his house. His personal living expenses were also low since he had no vehicle expenses, his meals were often taken care of while he was out fundraising, and some of his expenses were paid for by the PC Ontario Fund.

[222] In conclusion on this first issue, I find that there is insufficient evidence for me to find that Mr. Brown received any gifts of travel contrary to section 6.

b) Issue 2: Did Mr. Brown fail to disclose a source of income to the Integrity Commissioner contrary to section 20 of the Act?

[223] Mr. Hillier's allegation giving rise to this issue is much the same as his thesis supporting his first allegation, simply that Mr. Brown's mortgage and property tax payments were so substantial that he must have had other sources of income which were not disclosed.

[224] There is one important difference between the two allegations in that, unlike the travel allegation, here there was a specific allegation. It was that Mr. Brown was in receipt of rental income from his property. Mr. Hillier based his knowledge on a Toronto Star article in which a member of Mr. Brown's staff disclosed that Mr. Brown had rented his property on Airbnb and to friends to help defray his expenses. Independent of Mr. Hillier's complaint I, too, had seen the same article and had written to Mr. Brown seeking

information regarding his receipt of rental income because this had not been disclosed to me in either his 2016 or 2017 private disclosure statements.

[225] Although I have expressed a note of caution concerning the use of media reports to support a complaint made under section 30 of the Act⁸, that concern applies to the Commissioner's reliance on evidence as opposed to media stories in formulating the Commissioner's recommendations. Reliance on media reports may be sufficient for a member to formulate reasonable and probable grounds in order to make a complaint under section 30, which is what occurred here.

[226] Mr. Brown admitted in his Second Response and in his interview that he received rental income both in 2016 and 2017 and that he inadvertently did not disclose it as required by section 20 of the Act. I cannot accept that he failed to disclose the rental income due to inadvertence. Given Ms. Ross's evidence, which I do accept, that she was told by Mr. Brown not to include the rental income in his private disclosure statement and his own evidence that he discussed the matter with Ms. Ross, it is clear that the omission was not through inadvertence.

[227] While the receipt of approximately \$20,000 in rental income was helpful to Mr. Brown in relation to the first issue in that it made the receipt of gifts of travel less likely, it is certainly problematic for him in relation to this issue and I find that a breach of section 20 has thus been made out.

[228] Mr. Hillier would undoubtedly wish me to pursue this inquiry to determine if there were any other sources of undisclosed income for Mr. Brown but, as I have said before,⁹ it is the Commissioner who must define the scope of an inquiry so it would be helpful if the member making the complaint could identify the sources supporting the request for a section 30 opinion. The Commissioner should not be required to chase down every possible source which might support a bald allegation. This would be tantamount to a fishing expedition.

⁸ Report re: The Hon. Bob Chiarelli, The Hon. Michael Coteau and the Hon. Yasi Naqvi, December 16, 2016 at paras. 62-63.

⁹ Ibid. at para. 64.

[229] I think it would be a dangerous precedent for an inquiry to be launched simply on the basis that a member may appear to be financially overextended in an exercise to determine if the member has any other sources of income. Here there was a report of another source of income which justifies the inquiry, but the scope of the inquiry should be limited accordingly.

[230] To some extent, Mr. Hillier acknowledges the limitations of an inquiry under section 31. In his material he laments that “political parties continue to enjoy near complete privacy of their financial activities [while] they are now receiving millions of dollars per year in per vote subsidies without any transparency nor accountability attached.” He calls for a review of the Act.

[231] Mr. Hillier acknowledges that in the past, party leaders have received such things as improved accommodations paid for by the party, but he submits that Mr. Brown should be required to produce details of his Toronto accommodations paid for by the PC Party. I have deliberately refrained from inquiring into any subsidies Mr. Brown may have received from the PC Party other than to verify his response concerning travel reimbursements. When the Act was amended in 2010 two specific exceptions were created to the general rule prohibiting members from receiving gifts. One permitted a member to receive a gift or personal benefit “if the Commissioner is of the opinion that it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the member in the performance of his or her duties.” The other exception is at subsection 6(2)(c) which states that the prohibition against receiving gifts does not apply to:

(c) a fee, gift or personal benefit that is given, directly or indirectly, by or on behalf of a political party, constituency association, candidate or leadership contestant registered under the *Election Finances Act*, including remuneration or financial assistance;

[232] Unlike other gifts, the Act does not require that remuneration or financial assistance from a political party be disclosed if it exceeds a value of \$200.

- [233] In the face of the clear intent of the Legislature not to require a member to disclose subsidies from a political party, I am reluctant to delve into an examination of what other expenses of Mr. Brown may have been paid for by the PC Ontario Fund. Mr. Velshi produced a document indicating that Mr. Brown may have been reimbursed for some grooming and dry cleaning expenses but I did not explore this with Mr. Brown. Any payments from the PC Party only serve to demonstrate further that it was unlikely that Mr. Brown had any source of income other than his salary as Leader and the rental income in question. I am already satisfied that there is no evidence of any other source of income so I am prepared to confine my finding on this allegation to the admitted non-disclosure of rental income.
- [234] Given this ruling, Mr. Hillier may wish to have the Legislature revisit the issue of the disclosure of fees, gifts and benefits from political parties, etc. to members.
- [235] Before leaving this issue I do wish to comment on something said by Mr. Brown near the end of his interview. He was asked if he had received any gifts, to which he replied in the negative. He then immediately qualified his answer by providing an exception for attendance at sporting events. His reasoning was that he did not consider his attendance as a gift because he was not going to watch the games; he was going as a favour to his hosts and to meet people introduced to him in one of the 10 or so boxes he would routinely visit during the course of a game. According to Mr. Brown this practice is widespread among members of the Legislature.
- [236] I find Mr. Brown's position difficult to square with the general prohibition on members accepting gifts or benefits, subject only to the limited exceptions provided in section 6 of the Act, one of which is the approval of the Commissioner.
- [237] The test is not the motive of the recipient in accepting a ticket to the game; the question is whether the receipt of the ticket gives rise to a reasonable presumption that it was given to influence the member in the performance of the member's duties. The Act provides that it is not up to the member to make this determination, it is up to the Commissioner.

[238] Mr. Brown denied having accepted tickets from lobbyists, which is comforting especially since Mr. Brown was listed in the Ontario Lobbyist Registry during the past three years consistently as one of the main lobbyist targets.

[239] I do not intend to take this matter any further since it really did not form part of the complaint against Mr. Brown. The issue of appropriate gifts requires a specific complaint with a full factual background so that it can be properly considered.

[240] To conclude this issue, I find that Mr. Brown failed to disclose rental income from the Property on his private disclosure statement as required by subsection 20(2)(b) of the Act for each of 2016 and 2017.

c) Issue 3: Did Mr. Brown receive money from Jass Johal and if so, did Mr. Brown fail to disclose those funds to the Integrity Commissioner as required by section 20 of the Act?

[241] The arrangements made by Mr. Brown to secure a down payment for his purchase of the Property as outlined above were Byzantine in nature and disturbing on many levels.

[242] The existence of the June 11 Affidavit is odd to say the least. That is how it struck Mr. Hillier. Alykhan Velshi was concerned when he became aware of it because it disclosed a business transaction for a substantial sum being paid from someone who shortly thereafter became the acclaimed candidate for the PC Party in the riding of Brampton North.

[243] I, too, find it odd that the original transaction was recorded in this fashion by one party, rather than by way of agreement by both parties. In his interview Mr. Brown stated that it may have been done in this manner simply to establish a value for the restaurant, Hooligans, for the benefit of the Bank. Given the discrepancy between the value Mr. Brown disclosed to the Office in all three of his private disclosure statements for his interest in the restaurant and the amount shown on the June 11 Affidavit of \$375,000 which coincidentally matched the remaining amount needed by Mr. Brown for his down payment, the *bona fides* of the transaction must be seriously in doubt.

[244] Mr. Johal's due diligence relating to the purchase of the interest in the restaurant was not what one might expect for such a transaction. He had been there a couple of times and it seemed crowded to him on both occasions. A family member had an interest in a restaurant so he claimed to have some familiarity with the restaurant business. That was it. There does not seem to have been any examination of the restaurant's business records. The percentage of Mr. Brown's interest is not even referenced in the June 11 Affidavit. He claims that he was prepared to advance \$375,000 for about \$50,000 worth of Aeroplan points and Mr. Brown's interest in the restaurant. Mr. Brown had valued that interest at \$84,000 in his 2016 private disclosure statement, a value consistent with the value for the interest set out in his 2015 and 2017 private disclosure statements, but a value of which Mr. Johal was unaware. Either Mr. Brown was prepared to make a massive profit on the transaction at the expense of his friend or the valuations on his private disclosure statements were understated.

[245] There is a third possibility. It is that Mr. Brown never intended to go through with the transaction and the June 11 Affidavit was simply prepared to lead the Bank into thinking that the money for the down payment on the Property was from the sale of an asset and not from a loan advanced by a non-family member.

[246] The Bank's mortgage specialist had made it clear that one of the conditions for granting the mortgage was that Mr. Brown make a down payment of 25 per cent of the purchase price of \$2.3 million, or \$575,000. He had \$200,000 left from the sale of his house in Barrie earlier in the year so he needed \$375,000 to meet the threshold set by the Bank. He stated that he knew that the Bank preferred that he demonstrate his equity either from himself or his family.

[247] Instead, he arranged for a substantial loan from Mr. Johal secured only by the Promissory Note which he never disclosed to anyone until recently. He never disclosed the existence of the Loan to the Bank until he mentioned it to his friend James Dodds, who works for the Bank and referred him to the mortgage specialist at the Bank, some time after the mortgage funds had been advanced and Mr. Brown was told simply to keep up his payments. In particular, he never reported the Loan on either his 2016 or 2017 private

disclosure statement to the Office or to me in either of my meetings with him held to review those statements.

[248] At the time immediately before the mortgage funds were advanced it is clear that the Bank required certain documentation to secure the financing. On July 18, 2016 Mr. Brown's Executive Assistant Ms. Ross forwarded the documentation at the direction of Mr. Brown. I accept her evidence that she never knew that the \$375,000 deposited into Mr. Brown's account was a loan from Mr. Johal.

[249] Included in that documentation were two items of note. The first was the Lease. The mortgage specialist had been seeking a copy of this lease on June 29, 2016 since he required everything to show that Mr. Brown could afford the Property. Consistent with these requirements is the fact that the Bank had insisted that the last few payments on his BMW lease be paid to end the lease so that the car could be sold and Mr. Brown would have no monthly payments other than his indebtedness to the Bank. It also appears that the Bank had been advised by Mr. Brown that there would be a lease for \$2,000 per month for a tenant to share occupancy of the Property.

[250] Following the email from the mortgage specialist Mr. Brown entered into the Lease with his friend Justin Heran on July 15, 2016 to allow him to move into the Property for \$2,000 per month. This is the Lease which was forwarded to the Bank on July 18, 2016. However, within days of the mortgage funds being advanced to Mr. Brown he decided not to proceed with the Lease but elected instead to procure short-term rental arrangements. Mr. Heran did not seem to mind and in fact rented the Property on occasion while Mr. Brown was away.

[251] One is left to speculate whether Mr. Brown and Mr. Heran ever intended to follow through with the Lease when it was signed, or whether it was merely prepared to get the Bank off Mr. Brown's back. I make no finding one way or the other.

[252] The second document which was provided to the Bank on July 18, 2016, however, is even more indicative that Mr. Brown was being less than straightforward in his dealings

with the Bank's representative in his attempt to secure financing. This is the production of the June 11 Affidavit.

[253] When this document was produced on July 18, Mr. Brown had already cancelled the sale of assets set out in the June 11 Affidavit, he had signed a Promissory Note to Mr. Johal on June 26, 2016 and he had received the Loan from Mr. Johal in the amount of \$375,000 on July 11, 2016.

[254] Why would Mr. Brown direct Ms. Ross to forward the June 11 Affidavit to the Bank on July 18 when the transaction to which it referred had already been cancelled? Frankly, Mr. Brown's attempted explanation that he thought it had been sent closer to June 11 is not consistent with the evidence. He sent an email with the June 11 Affidavit to Ms. Ross only an hour before she relayed it to the mortgage specialist at the Bank on July 18. His suggestion that it may have been lost and was simply being resent does not add up. Why send it at all if it no longer represented the source of the funds which he had received on July 11?

[255] Similarly, the circumstances surrounding the June 16 Affidavit are also curious. Mr. Johal stated in his interview that Mr. Brown requested that it be prepared when the deal did not go through whereas Mr. Brown indicated that he did not ask Mr. Johal to prepare it. He suggested that Mr. Johal may have prepared it to protect himself. How the preparation of a self-serving document by only one of the parties to a purported transaction could protect that party is not readily apparent. Fortunately it is not necessary for me to resolve this conflict in the evidence between Mr. Brown and Mr. Johal for the purposes of this inquiry.

[256] Mr. Brown produced the June 16 Affidavit on Twitter on February 19, 2018 in order to refute the Globe and Mail story earlier that day concerning the restaurant transaction. At the time of the tweet no one knew of the Loan between Mr. Johal and Mr. Brown other than the parties and members of Mr. Brown's former senior staff, including Mr. Velshi. Although it is not necessary for me to make a finding for the purpose of this inquiry the production of the June 16 Affidavit seems to have been designed to leave the public with

the impression that there had been no financial dealings between the two men at all when, in fact, the Loan was still extant.

[257] Mr. Brown may have been less than transparent with the Bank in order to secure mortgage funds to purchase the Property. He has admitted as much at least with respect to his failure to advise the Bank prior to the funds being advanced that the bulk of the down payment did not come from his own resources but was from a loan from a non-family member. How the Bank wishes to deal with this non-disclosure is really a matter between it and Mr. Brown. I have dealt with the non-disclosure of certain information to the Bank as extensively as I have in this inquiry to demonstrate that there were at least two reasons why Mr. Brown may have desired to keep the true nature of his liability to Mr. Johal a secret. The first is that he did not want to alarm the Bank, which might jeopardize the mortgage funding he required to purchase the Property.

[258] The other reason is that he must have known that the revelation of his indebtedness to one of his party's candidates while he was Leader of the PC Party could be construed negatively, as it ultimately was by his Chief of Staff, Mr. Velshi, when he learned of the Loan.

[259] In the end, the focus of this inquiry is not to determine what may have motivated Mr. Brown's non-disclosure of his liability to Mr. Johal, but whether his non-disclosure constituted a breach of the Act. I find that it did.

[260] Specifically, I find that the non-disclosure of the liability to Mr. Johal by Mr. Brown in his private disclosure statements constituted a breach of his obligation under section 20 of the Act. The seriousness of the breach was aggravated by the fact that it occurred in both the 2016 and 2017 statements and was not corrected at either of his personal meetings with me when his statements were reviewed. On all the evidence it is clear to me that the non-disclosure was deliberate and not through inadvertence. Mr. Brown may have had the intention ultimately to refinance the mortgage to pay off the Loan but until that was done it remained a liability which was required to be disclosed in his private disclosure statements.

- [261] Subsection 21(5) of the Act does permit me to exercise some discretion in withholding information from a member's public disclosure statement if I am of the opinion that the information is not relevant to the purpose of the Act and a departure from the general principle of public disclosure is justified.
- [262] In order to be able to exercise my discretion I must be made aware of the information in the first place. Further, I can say categorically that if I had been made aware of this Loan that I would have included it in Mr. Brown's public disclosure statements for each of 2016 and 2017. When the leader of a political party is substantially indebted to a candidate for election as an MPP for that party, the interests of transparency require that the indebtedness be made known so that people have an appropriate context to assess the relationship between the leader and the candidate. Simply put, the public has a right to know.
- [263] It is not clear whether Mr. Brown knew that Mr. Johal intended to seek a nomination to be a candidate for the PC Party at the time the Loan was negotiated. Mr. Brown says he was unaware of Mr. Johal's intentions at the time, although Mr. Johal stated that he had told Mr. Brown of his intention to be a potential candidate shortly after Mr. Brown became Leader almost a year earlier in 2015. Since the two men were close and met or spoke at least weekly it seems likely that Mr. Johal's intentions were communicated to Mr. Brown at some point prior to the Loan being negotiated, although Mr. Johal did not begin to sell memberships in the Party in earnest until about two months before he was acclaimed in November, 2016. Regardless of the timing of Mr. Brown's knowledge of Mr. Johal's intentions, it is clear that by the time Mr. Brown met with me to review his private disclosure statement on November 28, 2016 Mr. Johal had been acclaimed as the candidate for Brampton North but the liability to Mr. Johal was never disclosed.
- [264] One of the consequences to Mr. Brown's failure to disclose the Loan is that it will fuel speculation that the Loan was given for a corrupt purpose. Mr. Hillier has already suggested in his complaint that Mr. Brown "may have other sources of monies or income arising out of nomination races." Mr. Hillier has referenced only the Brampton North nomination race which resulted in Mr. Johal being acclaimed.

[265] I find that the evidence of the Loan, as outlined in this inquiry, is not sufficiently “clear, convincing and cogent” as the standard of proof requires for me to find that Mr. Johal loaned the \$375,000 to Mr. Brown in return for Mr. Brown’s assistance in him being acclaimed as the candidate. Both Mr. Johal and Mr. Brown deny any such arrangement. Mr. Soliman, who served as Campaign Chair and a member of the Nominations Committee, gave evidence that Mr. Brown never urged, to his knowledge, that Mr. Johal’s candidacy receive any special treatment. In fact, Mr. Soliman related a conversation he had with Mr. Brown concerning Mr. Johal’s qualifications and that Mr. Brown told him that he and the committee should, in effect, do their due diligence as they should with any candidate. The issue was subsequently resolved by the committee in Mr. Johal’s favour and he was approved. I have no reason to disbelieve Mr. Soliman and I am prepared to accept his evidence.

[266] I have not been directed to anyone else on the Nominations Committee who may have been influenced by Mr. Brown to approve Mr. Johal as a candidate. In the absence of a specific allegation it would not be appropriate to engage in what I have earlier described as a “fishing expedition.”

[267] There is conflicting evidence about the number of candidates who stood for nomination but there does seem to be agreement that some were disqualified while others withdrew. Mr. Johal produced evidence that he had sold at least 5,000 memberships but claimed that the final number was approximately 6,200, far exceeding the number of memberships sold in total by the other candidates who withdrew and threw their support behind Mr. Johal who was acclaimed. Although the PC Party has now revoked Mr. Johal’s nomination and reopened the nomination process I cannot find on the evidence before me that Mr. Brown did anything to influence the outcome of the nomination process that resulted in Mr. Johal being acclaimed.

VII. OPINION

[268] Based on the findings I have made in this inquiry as set out above I conclude that Mr. Brown committed the following four breaches of section 20 of the Act:

1. He failed to disclose the receipt of rental income in his private disclosure statement for 2016;
2. He failed to disclose the receipt of rental income in his private disclosure statement for 2017;
3. He failed to disclose a liability to Jass Johal in his private disclosure statement for 2016; and
4. He failed to disclose a liability to Jass Johal in his private disclosure statement for 2017.

VIII. RECOMMENDATION AS TO PENALTY

[269] It is imperative that members take their disclosure obligations under section 20 of the Act seriously. When they do not there should be consequences.

[270] The preamble to the Act states at clause 3 that members are expected to arrange their private affairs in a manner that promotes public confidence. While preambles do not convey specific powers or impose specific obligations they inform the interpretation to be given to the substantive provisions of the Act.

[271] Section 34 of the Act deals with penalties. It provides:

34 (1) Where the Commissioner conducts an inquiry under subsection 31 (1) or (2) and finds that the member has contravened any of sections 2 to 4, 6 to 8, 10 to 12 or 14 to 18, has failed to file a private disclosure statement or a statement of material change within the time provided by section 20, has failed to disclose relevant information in that statement or has contravened Ontario parliamentary convention, the Commissioner shall recommend in his or her report,

- (a) that no penalty be imposed;

- (b) that the member be reprimanded;
- (c) that the member's right to sit and vote in the Assembly be suspended for a specified period or until a condition imposed by the Commissioner is fulfilled; or
- (d) that the member's seat be declared vacant.

[272] Given that there are only a few days remaining in the 41st Parliament and that Mr. Brown has announced that he will not be running in the forthcoming election and has taken other employment, there is an element of mootness which attaches to the latter two penalties set out in the section (suspension or declaration that the seat is vacant).

[273] The breaches dealing with the failure to disclose rental income are of some concern. It is important that members should disclose any rental income they receive and from whom they receive it so that the Commissioner can determine whether there might be a potential conflict of interest between the member and the lessee or whether the funds received are at fair market value or could be perceived as a disguised gift or political contribution that would otherwise be inappropriate or even illegal. In the present case I have found that the rental income received by Mr. Brown did not raise any concerns of that nature, but in the interests of transparency and in keeping with the general principles of the Act, the income should have been disclosed. Mr. Brown erred in thinking initially that the income was offset by his expenses on the Property and therefore did not need to be reported. He realizes his error now and accepts the fact that he should have reported the income.

[274] The far more serious breaches in this matter were those pertaining to the non-disclosure of the Loan from Mr. Johal for the reasons I have already stated.

[275] In determining an appropriate penalty to recommend to the Assembly I have considered the fact that there were multiple breaches, the seriousness of the breaches, particularly with respect to the Loan, and the fact that the non-disclosure remained outstanding for a long time and only came to light following Mr. Brown's resignation as Leader, and not as a result of him making a voluntary disclosure prior to this complaint having been made. I

have also considered the deleterious effect the non-disclosures must have on the promotion of public confidence in the integrity of MPPs.

[276] I have taken into consideration several mitigating circumstances. Mr. Brown has been entirely co-operative with me and my staff during the course of this inquiry. Fairly early on in the process he provided a written acknowledgement (the Second Response) of the non-disclosures in question and an admission that the information should have been provided to me in his private disclosure statements. This admission saved a great deal of time in conducting the inquiry which was already long as a result of the examination of matters which were ultimately determined in Mr. Brown's favour. I am also aware that Mr. Brown has not been the subject of any previous negative findings from any previous inquiry. Finally, I accept the fact that this inquiry has, in part, extracted a political price on Mr. Brown.

[277] Taking into consideration all of the circumstances I recommend that a reprimand be imposed under subsection 34(1)(b) of the Act. Any greater penalty would be recommended for declaratory purposes only and would be unnecessary and unjustified in all the circumstances.

[278] Although the Act provides that this report is to be considered within 30 days by the Assembly after this report is laid before it, I appreciate that there are very few days remaining for that consideration to take place. On the last occasion a report was filed recommending that a member receive a reprimand in 2006¹⁰ the matter was debated over three days. I appreciate that the Assembly may not have sufficient time to consider this report before the 41st Parliament comes to an end. I understand that the report will remain as a sessional paper of the 41st Parliament and can be brought forward by a future Parliament for debate should there be any desire to do so.

¹⁰ Supra, note 6.

IX. CONCLUSION

[279] It is my opinion that Mr. Brown committed the following four breaches of section 20 of the Act:

1. He failed to disclose the receipt of rental income in his private disclosure statement for 2016;
2. He failed to disclose the receipt of rental income in his private disclosure statement for 2017;
3. He failed to disclose a liability to Jass Johal in his private disclosure statement for 2016; and
4. He failed to disclose a liability to Jass Johal in his private disclosure statement for 2017.

[280] I recommend to the Assembly that Mr. Brown be reprimanded for his failure to comply with the Act.

DATED at Toronto this 26th day of April, 2018.



The Honourable J. David Wake
Integrity Commissioner