

**ALBERTA  
OFFICE OF THE INFORMATION AND PRIVACY  
COMMISSIONER**

**Report of an Investigation into the  
Accuracy of Personal Information Used by an Organization**

**February 20, 2007**

**Midwest Property Management (a division of Maclab Enterprises Corporation)  
Able, Apton, Morris & Stagg Inc.  
Nor-Don Collection Network Inc.  
Complete Collection Centers International Ltd.**

**Investigation Report P2007-IR-002**

**I. INTRODUCTION**

[1] An individual (“the Complainant”) submitted a complaint to the Information and Privacy Commissioner (“the Commissioner”) about Midwest Property Management (“Midwest”). The Complainant alleged that since moving out of her apartment in 2003, she received notices and phone calls from three different collection agencies on behalf of Midwest, her previous landlord, even though she had no debt with Midwest.

[2] The three collection agencies that were acting on behalf of Midwest were identified as Able, Apton, Morris & Stagg Inc. (“Able Apton”), Nor-Don Collection Network Inc. (“Nor-Don”), and Complete Collection Centers International Ltd. (“Complete Collection”).

[3] In response to this complaint, the Commissioner elected to initiate an investigation to determine whether the four organizations’ activities represented a contravention of the *Personal Information Protection Act* (“PIPA” or “the Act”).

## **II. JURISDICTION**

[4] PIPA applies to provincially-regulated private sector organizations operating in Alberta, including the four organizations involved in this complaint. PIPA sets out the provisions under which organizations may collect, use, or disclose personal information, and also places a duty on organizations to protect personal information in their custody or control against such risks as unauthorized access, collection, use, disclosure or destruction. Personal information collected, used or disclosed by or on behalf of an organization should be accurate.

[5] Section 36 of the Act empowers the Commissioner to conduct investigations to ensure compliance with any provision of PIPA and make recommendations to organizations regarding their obligations.

[6] The Commissioner has jurisdiction in this case because Midwest Property Management, a division of Maclab Enterprises Corporation, and Able, Apton, Morris & Stagg Inc., Nor-Don Collection Network Inc., and Complete Collection Centers International Ltd. are all “organizations”, as defined in section 1(i) of the Act, and operate in Alberta. Furthermore, the Complainant’s debt information is her “personal information”, defined by section 1(k) of the Act as information about an identifiable individual.

[7] Pursuant to section 49 of PIPA, the Commissioner authorized me to investigate this matter. This report outlines my findings and recommendations, which may be made public according to section 38(6) of the Act.

## **III. INVESTIGATION**

[8] For the purposes of this investigation, I spoke with the Complainant and all four organizations’ privacy officers who provided written responses to me for review. I also examined the collection notices and account inventory reports produced by the collection agencies, correspondence between the collection agencies and Midwest, and other supporting documentation.

### **The Complaint**

[9] The Complainant in this matter alleged that after she moved out of a rental apartment managed by Midwest, she received notices and phone calls from three collection agencies on behalf of Midwest, even though she did not owe a debt to the organization.

[10] The Complainant maintained that the first notice she received on behalf of Midwest was in 2003 from collection agency Able Apton. She disputed that any money was owed by her and resolved the issue with Midwest. Midwest wrote to her and confirmed that the charges assessed would be waived and that Able Apton would be directed to close the account. In 2005, the Complainant received another notice and telephone calls on behalf of Midwest, this time from Nor-Don. She approached both Nor-Don and Midwest and the error was addressed. She received apology letters from both organizations. Finally, in a third incident in 2006, the Complainant stated she received another collection notice and phone call from Complete Collection, again working on behalf of Midwest. Once more she contacted the organizations and resolved the same matter.

[11] The Complainant was not convinced that Midwest would cease contact with her and was concerned about poor management of her personal information. Given that the Complainant's personal information continued to be shared with collection agencies and used by them despite her attempts to resolve the matter, she submitted a complaint to the Commissioner.

### **Midwest**

[12] According to Midwest, the Complainant left a \$468.70<sup>1</sup> outstanding balance on her account when she vacated her rental suite in 2003. As a result, her account file was sent to Able Apton for collection. When the Complainant contacted Midwest after receiving a collection notice from Able Apton and disputed the fee assessment, Midwest agreed to waive the debt and Able Apton was instructed to close the file.

[13] Midwest eventually terminated its contract with Able Apton. Midwest argued that more than 500 of its debt files were physically transferred to its new contractor, Nor-Don, and "therefore it was impossible to review each file." According to Midwest, when it learned that the Complainant had been contacted by Nor-Don, it advised Nor-Don that the account had already been settled and to withdraw the file. Nor-Don indicated that it did so.

[14] Midwest changed collectors again and hired Complete Collection in 2006. Once again, the transfer of more than 500 files to Complete Collection rendered a review of each file "impossible". Although the account file was closed twice, this collection agency also pursued the Complainant for the same debt. When notified about this error, Midwest immediately directed Complete Collection to destroy all of the Complainant's debt records and cease contact with her.

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<sup>1</sup> This was the figure provided by Midwest, though the collectors all state that the amount was \$486.70.

[15] Midwest explained that the successive change of collection agencies was an unusual set of circumstances and regretted the Complainant's experience. Since all trace of the Complainant's account file was destroyed, it will not be repeated.

### **Able Apton**

[16] Able Apton reported that both paper and electronic records are kept on collection files. The paper records are received from the client (Midwest in this case) to provide a history of the debt. These are photocopies of the clients' own records and are used for the collection agencies' reference purposes. From them, Able Apton creates its own electronic file and maintains this data, including collection file status.

[17] When Midwest decided to withdraw its accounts in 2004, Able Apton provided Midwest with an inventory report of all debt files. Able Apton suggested that on that report, the Complainant's account would likely have appeared with either a status of "Closed: Withdrawn", or "Closed: Client Error" to reflect the fact that any debt of the Complainant's was an error (Able Apton could not access or reproduce a back-dated version of the inventory report Midwest received).

[18] Ultimately, Midwest's paper files were picked up by a courier hired by Midwest, after which Able Apton updated its own electronic files to indicate a "Closed: Withdrawn" status for all Midwest accounts. At present, this is how the Complainant's account appears in Able Apton's system. It will be deleted when it reaches its destruction date according to the retention schedule.

[19] Able Apton indicated that any paper records were picked up by a courier hired by Midwest for delivery to an unknown destination. There was no expectation for it to update or destroy Midwest's paper files. Able Apton's own electronic files accurately reflected changes to the status of the Complainant's account and the report it submitted to Midwest likely displayed the current status of all accounts.

### **Nor-Don**

[20] Nor-Don reported that when it was contracted by Midwest in October 2004, it received a letter from Midwest with an account inventory report as well as a box of paper records. Although Midwest's letter indicated that these records were from Able Apton, Nor-Don was unaware of whether they arrived directly from the former collection agency or via Midwest. Any accounts on the inventory report that displayed an amount other than \$0.00 in the "Amount" or "Balance"

column were data entered into Nor-Don's computer system. These debts were pursued.

[21] Nor-Don provided me with a copy of the inventory report<sup>2</sup> it received which demonstrated that an outstanding "Balance" of \$486.70 was listed as owing by the Complainant. There was no "Status" column on this inventory report.

[22] Since at the time there was no other indication that settlement of the debt was made, Nor-Don concluded that the file was active. When the Complainant reported the mistake, and Nor-Don was able to confirm that the account had been sent in error, it updated its own electronic file to indicate the account was cancelled. According to Nor-Don, it experienced other claims of prior settlement of Midwest accounts. Nor-Don sent letters to the two major credit bureaus to ensure that the Complainant's credit profile was not compromised. It also sent a letter of apology to the Complainant. Its electronic log notes (which were provided for the purposes of this investigation) confirmed this activity. Generally, Nor-Don electronically transfers these notes to clients to perform their own updates; however, no such live interface with Midwest existed.

[23] When the relationship with Midwest ended, Nor-Don provided Midwest with its own account inventory report<sup>3</sup>, also offered as evidence, which described the status of all debts and displayed "CAN", for cancelled, under the Complainant's name. In September of 2005, all paper records were picked up by Midwest and Nor-Don did not destroy or otherwise alter the Complainant's paper file, or any others, since they belonged to Midwest. Nor-Don's own electronic file for the Complainant was "quarantined", meaning it was removed from general access.

### **Complete Collection**

[24] This organization reported that it received a paper copy of the Complainant's account file from Midwest in June 6, 2006, along with roughly 200 others. The paper records were not accompanied by an account inventory report. Complete Collection scanned the paper records into electronic form, assuming all were active debts for collection.

[25] After the organization sent the Complainant a collection notice, it received a complaint call from her. Complete Collection contacted Midwest who confirmed that there was an error. On June 19, 2006, the account was closed and the electronic scanned records were permanently deleted. Paper records had already been shredded. Complete Collection

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<sup>2</sup> The Able Apton inventory report provided by Nor-Don for this investigation matched the one produced for me by Midwest when I requested corroboration.

<sup>3</sup> The Nor-Don inventory report provided by Nor-Don for this investigation was identical to the one produced for me by Midwest when I requested corroboration.

confirmed with credit reporting agencies that the Complainant's profile was not disturbed. Finally, Complete Collection also decided to delete its own electronic data file as well.

#### **IV. ISSUES**

- [26] The issues to be examined in the remainder of this report are:
- (a) Did Midwest and its contractors make a reasonable effort to ensure that the Complainant's personal information was accurate and complete, as required by section 33 of PIPA?
  - (b) Were the organizations' uses of the Complainant's personal information in accordance with section 16 of PIPA?
  - (c) Did the organizations require the consent of the Complainant to use her personal information, as required by section 7(1)(c) of PIPA?

#### **V. ANALYSIS**

**(a) Did Midwest and its contractors make a reasonable effort to ensure that the Complainant's personal information was accurate and complete, as required by section 33 of PIPA?**

- [27] Every organization is responsible for accurate record keeping according to section 33 of the Act:

*An organization must make a reasonable effort to ensure that any personal information collected, used or disclosed by or on behalf of an organization is accurate and complete.*

Midwest's privacy policy states that "personal information is maintained in as accurate and up to date form as is necessary to fulfill the purposes for which it is to be used".

- [28] In this case contracts were in place between Midwest and the three collection agencies to act on Midwest's behalf. The collection agencies were contractually authorized to step in and act for Midwest and exercise any authority Midwest may have had for using the Complainant's personal information to collect any debt owed to Midwest. Under section 33, these organizations must make a reasonable effort to ensure that the personal information they use on behalf of Midwest is accurate. Midwest must also make the same reasonable effort. The standard as to what is reasonable is set out in section 2 of PIPA as follows:

*Where in this Act anything or matter*

*(a) is described, characterized or referred to as reasonable or unreasonable, or*

*(b) is required or directed to be carried out or otherwise dealt with reasonably or in a reasonable manner,*

*the standard to be applied under this Act in determining whether the thing or matter is reasonable or unreasonable, or has been carried out or otherwise dealt with reasonably or in a reasonable manner, is what a reasonable person would consider appropriate in the circumstances.*

[29] I am persuaded that Midwest made a reasonable effort to ensure that the initial debt information given to Able Apton for its use regarding the Complainant's account was accurate. Midwest's records established an outstanding balance, entitling it to share the information with its contractor to collect the debt from the Complainant. Documentation provided to me by the Complainant demonstrated that she disputed the amount owed and Midwest reviewed the charges and waived what it had assessed. It instructed Able Apton to close the file, but, there was no written evidence to confirm that this occurred.

[30] Although Able Apton contended that it would have followed these instructions and that the inventory report it produced for Midwest would have depicted a closed status for the Complainant, Able Apton could not produce any evidence to support this. Moreover, the inventory report received by Nor-Don did not have a status column on it.

[31] In a letter to Nor-Don from Midwest dated November 8, 2004, the author writes "As per my email to you, please find enclosed a copy of the Inventory of Accounts from Able, Apton, Morris & Stagg Inc." That inventory report, with no company name or logo on it, displayed an outstanding balance of \$486.70 for the Complainant. I concluded that this was the inventory that was produced by Able Apton, and was apparently not up-to-date. Since Nor-Don received that inventory report with the Complainant's account showing a balance other than zero, and received her paper file as well, it could only conclude that her account was active.

[32] Able Apton's electronic notes did reveal a log entry on August 26, 2003 with direction to put the file on hold as there was a dispute that was being negotiated by the client. No other entries were made after this. There was no evidence to demonstrate that Midwest gave Able Apton direction to withdraw the account. The Complainant did receive a letter dated August 27, 2003 from Midwest confirming that the debt was forgiven and that Able Apton would be advised to "discontinue collection proceedings". But, there was no documentation to prove that Midwest

followed through, or to show that Able Apton complied. The inventory report given to Nor-Don, however, demonstrated Able Apton produced inaccurate information, suggesting no update was made. Here, Able Apton did not make a reasonable effort to ensure that the personal information it used was accurate.

[33] When I followed up with Able Apton and provided it with a copy of its own inventory report to examine, it explained that Midwest had demanded specific columns for this particular report. Midwest sought the “balance” column, but not a “status” column. As a result, Able Apton followed these instructions. The balance column, according to Able Apton, is not always the most accurate since, for example, a debtor who is deceased will still have an outstanding balance, but the status would show as withdrawn. Had Midwest requested a status column or permitted Able Apton to devise its own columns on the inventory report, the Complainant’s account would likely have displayed the proper status. I am not persuaded by this argument. Both organizations had an obligation to make a reasonable effort to ensure that accurate information was produced and used, and ought to have established together which columns would satisfy that responsibility. In any case, Able Apton’s log notes do not support or describe the possibility that a change in status occurred.

[34] I find that both Able Apton and Midwest contravened section 33 of the Act by failing to make a reasonable effort to ensure that personal information used was accurate by updating the Complainant’s records. This failure led to Nor-Don’s use of inaccurate information. Even if it were proven that Midwest directed Able Apton to close the Complainant’s account, section 5 of the Act states that:

*(2) For the purposes of this Act, where an organization engages the services of a person, whether as an agent, by contract or otherwise, the organization is, with respect to those services, responsible for that person’s compliance with this Act...*

*(6) Nothing in subsection (2) is to be construed so as to relieve any person from that person’s responsibilities or obligations under this Act.*

Accordingly, Midwest would nonetheless be jointly accountable for the conduct of its contractor acting on its behalf.

[35] Midwest also conceded that it did not attempt to compare each paper file with the inventory provided by Able Apton to hold back files that were settled. I acknowledge that even if it had, this likely would not have identified the Complainant’s specific file as settled since her entry on the inventory was not accurate. But, other closed files should have been withheld from Nor-Don. While I admit that reconciliation of 500 paper files with the inventory would be tedious, I am not of the view that

it was “impossible”, as argued by Midwest, or unreasonable. Rather, I find that Midwest had an obligation to do so to prevent outdated personal information of those individuals whose debts were already settled by Able Apton from being used by Nor-Don. That course of action would have been a reasonable effort for the purposes of section 33.

[36] When Nor-Don determined that the information about the Complainant’s debt was inaccurate, it, after some delay, updated the data on its system. Nor-Don provided me with a printout of its activity log to demonstrate the change in status. Furthermore, when Nor-Don produced an account inventory for Midwest when the contract relationship was severed, that inventory accurately displayed the Complainant’s account as cancelled. As evidence, Nor-Don provided me with a copy of the inventory and covering letter given to Midwest when all files were returned in September of 2005. I find that Nor-Don complied with section 33 of PIPA by making a reasonable effort to ensure that it and Midwest used accurate personal information.

[37] Despite the fact that Midwest had an accurate inventory from Nor-Don, without reconciling it with paper files, Midwest sent the Complainant’s out-dated paper file to Complete Collection; this time, without that inventory report. Much like Nor-Don, Complete Collection reasonably assumed that the information it received was accurate and up-to-date. It did not receive an inventory report to contradict the paper file. When Complete Collection discovered the error, it destroyed all traces of the file. I do not view Complete Collection’s actions under the circumstances to be in violation of section 33.

[38] I find that Midwest contravened section 33 of the Act for a second time. While this section of PIPA does not require *every* effort to ensure that accurate personal information is collected, used and disclosed by organizations, it does expect that a “reasonable effort” be made. Matching the paper files with Nor-Don’s account inventory report could have been reasonably accomplished to ensure only unsettled debts were pursued before providing them to Complete Collection for use.

[39] I do not take the position that Midwest could have a tacit expectation that its contractors would update Midwest’s paper files. None of the three collection agencies did so, suggesting that updating paper files is not the industry practice. The collectors produced electronic data on the debts that each considered to be its own to keep up-to-date and that information would not be added to Midwest’s paper file. Account status inventory reports were provided instead. Midwest took ownership and custody of the paper files by withdrawing them and passing them on to its new contractor each time. This recognizes that these were Midwest’s files to move. I find that Midwest had an obligation, before transferring its paper files on, to establish the status of them,

understand how the collection agencies treated its paper files (i.e. whether they were updated), and identify information that did not need to be forwarded for debt collection.

**(b) Were the organizations' uses of the Complainant's personal information in accordance with section 16 of the Act?**

[40] As previously discussed, the organizations were contractually authorized to step in and act for Midwest and assume Midwest's authority for using the Complainant's personal information to collect the debt owed to Midwest. As contractors, they would also assume Midwest's obligation as principal organization to comply with the limitations on use of personal information, as set out in PIPA.

[41] Section 16 requires organizations to limit use of individuals' personal information:

- (1) *An organization may use personal information only for purposes that are reasonable.*
- (2) *Where an organization uses personal information, it may do so only to the extent that is reasonable for meeting the purposes for which the information is used [section 16, PIPA].*

[42] Initially, when Midwest levied charges against the Complainant after she moved out of her apartment, the organization had a reasonable purpose for using her personal information: to collect a debt. Midwest provided Able Apton only with the personal information required to collect the Complainant's outstanding balance, thereby using the Complainant's personal information only to the extent reasonable for meeting the purpose. This use was in accordance with section 16 of the Act. Able Apton's use of the personal information it received from Midwest was also in accordance with section 16. Midwest then agreed to waive the sum assessed against the Complainant and the matter was settled.

[43] No purpose for using the Complainant's personal information existed once her debt was settled. Nonetheless, Midwest gave her paper file to Nor-Don who reasonably assumed that it was receiving active paper files and that the accompanying inventory report was accurate. Although this amounts to Nor-Don's use of the Complainant's personal information contrary to the Act, I find that Nor-Don acted reasonably in the situation. It was contracted for the purpose of collecting on files it received from Midwest and had no reason to suspect that it would receive any unrelated files that were not for collection. Nor-Don should have been able to rely on Midwest to give it accurate information. Moreover,

Nor-Don would have had no means of ensuring that Midwest's files were accurate.

[44] By neglecting to reconcile the account files against the inventory, Midwest did not limit the use of personal information contained in inactive files. Midwest, therefore, breached section 16 of the Act by not ensuring that paper files would be used by Nor-Don for some reasonable purpose and by failing to limit use of personal information to the extent reasonable.

[45] I make an identical finding as it relates to the transfer of files to Complete Collection. Here again there was no reasonable purpose for using the Complainant's information since her debt was settled. Midwest therefore breached section 16 of the Act by not making an effort to check the files against the inventory report, thereby facilitating Complete Collection's improper use of the Complainant's personal information without a reasonable purpose.

[46] Midwest neglected to properly establish what it was getting back from, or transferring to, the collection agencies or gain some understanding of whether its contractors would update paper files. Midwest assumed that files would be updated or would include notations for the new collection agency to determine which debts were settled. As such, Midwest did not meet its responsibility to ensure that settled files were not unnecessarily used by its contractors, who naturally assumed inactive files were for their use because a debt existed.

**(c) Did the organizations need the Complainant's consent to use her personal information, as required by section 7(1)(c) of PIPA?**

[47] Section 7(1)(c) of the Act requires organizations to obtain consent from individuals before using their personal information:

*Except where this Act provides otherwise, an organization shall not, with respect to personal information about an individual...*

*(c) use that information unless the individual consents to the use of that information...*

[48] As stated previously, the initial debt information sent to Able Apton regarding the Complainant's account appeared accurate according to its assessment. Midwest's records demonstrated an outstanding balance, entitling it to share the information with Able Apton, its contractor, to collect the debt from the Complainant. According to PIPA, the Complainant's consent was not required in this instance since her personal information was being used for the purposes of collecting a debt:

*An organization may use personal information about an individual without the consent of the individual but only if one or more of the following are applicable...*

*(j) the use of the information is necessary in order to collect a debt owed to the organization or for the organization to repay to the individual money owed by the organization... [section 17(j), PIPA].*

Therefore, neither Midwest nor Able Apton breached section 7(1)(c) of PIPA when they used the complainant's personal information without her consent on this occasion.

[49] Since Nor-Don presumed it had accurate records, it also used the Complainant's personal information without her consent. Obviously, since no debt existed, neither Nor-Don nor Midwest could rely on the related exception, under section 17(j) of PIPA, to the requirement to obtain consent. Nor-Don was not able to use the complainant's personal information without her consent. However, I cannot find fault with Nor-Don under the circumstances and believe that it acted reasonably. Nor-Don did not suppose it needed consent if the information it received from Midwest was reliable. There was no reason to believe information was not accurate since all organizations are responsible for personal information accuracy under section 33 of the Act.

[50] Strictly speaking, Midwest breached section 7(1)(c) of the Act because it facilitated its contractor's improper use of the Complainant's personal information without her consent. Of course, even with consent, a reasonable purpose must exist, but did not in this instance.

[51] The same applies to Complete Collection which naturally presumed that the files it received were active and that it was necessary to collect on them, and that consent would not be required. I cannot find that Complete Collection acted unreasonably under the circumstances. However, I find that Midwest breached section 7(1)(c) of the Act again because it enabled this contractor to use the Complainant's personal information to collect a non-existent debt without consent.

## **VI. SUMMARY**

[52] The table on the following page is a summary of the findings made above, displayed in the order of actual events.

<b>Organization</b>	<b>PIPA section contravened</b>	<b>Details</b>
Able Apton	s. 33	- Produced inaccurate account inventory that showed balance owing by the Complainant (this later enabled Nor-Don to use the Complainant's personal information to attempt to collect a settled debt)
Midwest	s. 33	- Provided inaccurate account inventory report to Nor-Don - Provided inactive paper file to Nor-Don - Nor-Don led to assume a debt existed
Midwest	s. 16	- Enabled Nor-Don's use of Complainant's personal information with no reasonable purpose (debt already settled) - Did not limit files shared with Nor-Don to those that were active by attempting file-inventory reconciliation
Midwest	s. 7(1)(c)	- Enabled Nor-Don to use the Complainant's personal information without her consent
Midwest	s. 33	- Provided no account inventory report to Complete Collection - Provided inactive paper file to Complete Collection - Complete Collection led to assume a debt existed
Midwest	s. 16	- Enabled Complete Collection's use of Complainant's personal information without a reasonable purpose (debt already settled) - Did not limit files shared with Complete Collection to those that were active by attempting file-inventory reconciliation
Midwest	s. 7(1)(c)	- Enabled Complete Collection to use the Complainant's personal information without her consent

I make no finding of contravention by Nor-Don or Complete Collection.

## **VII. RECOMMENDATIONS**

[53] Midwest reported that it is highly unlikely that it will change collection agencies again and that it is satisfied with the relationship and service it is receiving from Complete Collection. The latter organization made similar statements. Nonetheless, I made the following recommendations:

1. Midwest establish in its contract with Complete Collection how files will be managed and updated and in what state any records will be returned (in the event that the relationship is severed) and which organization will retain custody of particular data or files.
2. Midwest develop and follow a retention schedule for all personal information in its custody.
3. Able Apton develop internal guidelines surrounding how inventory reports will be produced for clients to ensure the most accurate information is provided.
4. Able Apton develop a file maintenance memo of understanding with its clients outlining how files will be managed and updated and in what state any records will be returned (in the event that

contracts are severed) and which organization will retain custody of particular data or files.

[54] The Complainant requested a statutory declaration from Midwest affirming that its paper and electronic records of her account file were destroyed and that she will not be contacted by any collection agencies in relation to this matter. Midwest furnished the Complainant with the statutory declaration and agreed to implement the recommendations set out above, as did Able Apton.

[55] I am of the view that this course of action will ensure that this type of incident does not recur and will offer both Midwest and its contractors with some protection.

## **VIII. CONCLUSION**

[56] The purpose of PIPA is to:

*...govern the collection, use and disclosure of personal information by organizations in a manner that recognizes both the right of an individual to have his or her personal information protected and the need of organizations to collect, use or disclose personal information for purposes that are reasonable [section 3, PIPA].*

[57] The Complainant's right to information privacy was not adequately respected in this case. Inaccurate information about the Complainant was used, without consent or reasonable purpose, by two organizations. This inaccurate information could have affected her credit profile in a serious way. Organizations must demonstrate care and attention in ensuring that individuals' personal information is not collected, used or disclosed unnecessarily, and that the exchange of personal information is kept to the minimum required. In this case, the Complainant's personal information, and likely that of other individuals whose debts had already been settled, found itself in the custody of two organizations who were not entitled to receive it. The very purpose of PIPA is to ensure that such situations do not occur by placing a statutory responsibility on organizations to take reasonable steps to manage personal information.

[58] This matter is now closed.

Submitted by:

**Preeti Adhopia, Portfolio Officer  
Office of the Information & Privacy Commissioner**