

# Office of the Auditor General of the City of Ottawa

Fraud Investigation - Allegations of  
Kickback Scheme

26 November 2024

Private & Confidential





Office of the Auditor General  
City of Ottawa  
110 Laurier Ave West  
Ottawa, Ontario K1P 1J1

26 November 2024

Attention: Nathalie Gougeon, Auditor General

Private & Confidential

**Re: Fraud Investigation - Allegations of Kickback Scheme**

Dear Auditor General,

Attached please find our report ("Report") for your attention. This Report is for discussion purposes only and may not be used or distributed for any other purpose without our prior consent in writing. We reserve the right to supplement or amend our Report upon the receipt of additional information.

Yours very truly,

A handwritten signature in black ink that reads "Ernst &amp; Young LLP". The signature is written in a cursive, flowing style.

Steve Whitla  
Partner\*, Forensic & Integrity Services

\*Steve Whitla is an incorporated partner of Ernst & Young LLP

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# 1

## Introduction & Background

# Introduction

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- ▶ Ernst & Young LLP (“we” or “EY”) was engaged by the Office of the Auditor General (“OAG”) of the City of Ottawa (the “City”).
- ▶ EY was retained to provide professional services in response to allegations received by the OAG on April 22, 2024 through its Fraud and Waste Hotline that a City Housing Services employee (“Employee A”), Case Worker, had received kickback payments from a group of landlords who participate in housing benefit programs administered by the City (the “Matter”).
- ▶ Specifically, the Matter included allegations that:
  - ▶ Employee A had received kickback payments from a group of landlords in exchange for these landlords receiving more favourable rental rates under the housing benefit programs administered by the City.
  - ▶ These kickback payments began approximately in January 2024, although the landlords received more favourable rental rates starting in approximately October 2023.
  - ▶ This group of landlords includes four individuals and two corporations, all of which are overseen by one of the individuals (collectively and individually referred to as the “Landlord”).
- ▶ This report (the “Report”) is being delivered under the terms and conditions of the Contractual Acknowledgement dated July 25, 2024 between the City and EY and details our observations related to our fact-based assessment of the Matter.

# Background

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- ▶ The City's Housing Services branch administers social housing benefits in Ottawa through a variety of housing benefit programs, some of which are provincially funded and some of which are municipally funded.
- ▶ Under certain housing benefit programs administered by the City, the monthly benefits payments are made by the City or the province directly to the landlord.
- ▶ We understand that a Case Worker's role with respect to certain of these housing benefit programs is to support eligible clients (i.e. tenants) in securing housing, specifically assisting clients with the necessary paperwork and documentation required to receive benefits from these housing programs.

# Executive Summary

# Executive Summary

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The following is a summary of our point in time observations in relation to the Matter.

## Payments from the Landlord to Employee A

- ▶ We observed records of payments from the Landlord to Employee A totaling over \$22,000 from November 14, 2023 to October 1, 2024 from both Employee A's banking records provided by TD Bank, as well as from e-transfer email receipts provided by Employee A in response to summons letters by the Auditor General.
  - ▶ Several of these payment records referenced addresses of units that Employee A assisted the Landlord with as part of Employee A's role at the City.
- ▶ When we first interviewed Employee A on October 3, 2024, Employee A stated that they worked for the Landlord part-time, but that they did not disclose this work or relationship with anyone at the City. This represents a breach of the City's Code of Conduct.
- ▶ From our analysis of chat and messaging app data from Employee A's mobile device, we observed several messages between Employee A and the Landlord that would indicate that these payments were made by the Landlord with the intention to utilize Employee A's role at the City to provide a financial benefit to the Landlord.
  - ▶ This included messages that referenced the payments as a "motivator", "boost", "bonus", "extra", etc., as well as messages where the Landlord told Employee A that if Employee A could get the Landlord "higher rent", "the bonus will be much larger".
- ▶ We also observed messages where Employee A told the Landlord that they did not want these payments to be recorded in the Landlord's accounting system.
- ▶ During our second interview with Employee A, after we had asked Employee A about several of these messages, Employee A stated that the Landlord's intention with these payments was to use Employee A to benefit the Landlord. Employee A also stated that part of Employee A knew "this is wrong".
- ▶ We observed that Employee A's family member, who is also a City employee ("Employee B"), had knowledge of Employee A's relationship with the Landlord that was not disclosed or otherwise reported to the City. This represents a breach of the City's Code of Conduct. In addition, we observed that Employee B was directly involved with collecting payment from the Landlord to Employee A.



# Executive Summary (continued)

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## Moving Company

- ▶ From our observations of the messages analyzed and statements made during interviews, we understand that Employee B and the Landlord began operating a new business.
- ▶ We understand that this new business (the “Moving Company”) was formed to provide moving and other related services to individuals, specifically to tenants receiving benefits from the housing benefit programs administered by the City.
- ▶ We observed one instance where the City paid the Moving Company for moving services provided for a tenant that Employee A had worked with as part of Employee A’s role at the City.
  - ▶ We observed that Employee A submitted the invoice from the Moving Company for this service to the City on behalf of the tenant, which was subsequently paid by the City to the Moving Company.
- ▶ We also observed that the Moving Company fully subcontracted the service to another mover, and that Employee B and the Landlord both financially benefitted from a portion of the profits after the subcontractor was paid.
- ▶ We understand that Employee A and Employee B did not disclose their relationship with the Moving Company to the City, which is a breach of the City’s Code of Conduct.

## Deleted WhatsApp Messages

- ▶ Shortly after our first interview with the Landlord, we observed that the Landlord deleted several messages that the Landlord had sent to Employee A and Employee B on WhatsApp.
- ▶ This included messages discussing the Moving Company, as well as the above-mentioned message where the Landlord told Employee A that if Employee A could get the Landlord “higher rent”, “the bonus will be much larger”.

# Executive Summary (continued)

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## Conclusion

- ▶ At a minimum, we observed that Employee A's undisclosed relationship and dealings with the Landlord, including receipt of payments from the Landlord, represent a breach of the City's Code of Conduct. Additionally, without information to justify the legitimacy of the payments made by the Landlord to Employee A, we observed multiple factors that indicate that these payments are consistent with a kickback scheme designed to provide a benefit to both the Landlord and Employee A.
- ▶ We observed that Employee B had knowledge of Employee A's relationship with the Landlord that was not disclosed or otherwise reported to the City, which represent a breach of the City's Code of Conduct. In addition, we observed that Employee B was directly involved with collecting payment from the Landlord to Employee A.
- ▶ We observed that Employee A's and Employee B's undisclosed relationship to the Moving Company and dealings with the Moving Company represent a breach of the City's Code of Conduct.

# 3 Scope of Work

# Scope of Work – Procedures and Information relied on

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We performed the following procedures for this engagement and relied on the following documents and information provided to date.

- ▶ We analyzed background documents provided by the OAG, including:
  - ▶ Correspondence with the reporter of the allegations, including documents received by the OAG from the reporter.
  - ▶ Background information on the housing benefit programs administered by the City.
  - ▶ A sample of Employee A's emails with the Landlord and other parties.
  - ▶ The City's Code of Conduct, dated December 2019 and in effect as of the date of this Report.
- ▶ We analyzed banking records and payment transaction details, including:
  - ▶ Employee A's banking records from June 1, 2023 to September 11, 2024 provided by TD Bank in response to a summons letter by the Auditor General.
  - ▶ Employee B's banking records from September 3, 2024 to October 10, 2024 provided by TD Bank in response to a summons letter by the Auditor General.
  - ▶ E-transfer email receipts and remittance slips provided by Employee A in response to a summons letter by the Auditor General.
  - ▶ Listing of payments made by the Landlord to Employee A provided by the Landlord in response to a summons letter by the Auditor General.
- ▶ We collected and analyzed mobile device data:
  - ▶ We collected and imaged mobile device data located on a personal mobile device owned by Employee A, used to conduct City business and registered under the City of Ottawa's Bring Your Own Device Policy, on October 3, 2024. The device was provided in response to a summons letter by the Auditor General.
  - ▶ We further analyzed chat and messaging app data collected from this mobile device using keywords.
- ▶ We conducted interviews with the following individuals:
  - ▶ Employee A, Case Worker at the City, on October 3, 2024 and October 10, 2024.
  - ▶ The Landlord, vendor to the City, on October 3, 2024 and October 16, 2024.
  - ▶ Employee B, Recreation, Cultural and Facility Services Department employee at the City, on October 21, 2024.

This Report is based on information available as of the Report date. We reserve the right, but not the obligation to, supplement or amend it upon the receipt of additional information. If, for any reason, we subsequently consider that the Report requires further qualification or amendment, we will notify you.

# Restrictions on use of Report and Limitations on scope

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- ▶ EY was not engaged to, and did not perform an audit, review, or compilation assessment. Our work was not performed in accordance with generally accepted auditing, review, or other assurance standards in the relevant jurisdiction and accordingly does not express any form of assurance. None of the services, updates or reports constitute any legal opinion or advice.
- ▶ Our mandate was to assist with the internal investigation into the Matter described above using information outlined in the **Scope of Work - Procedures and Information relied on** section. Our investigation may not have detected any or all fraudulent activities or illegal acts or other irregularities. We have not identified, addressed, or corrected any errors or defects in any computer systems, other devices, or components thereof (“Systems”), whether or not due to imprecise or ambiguous entry, storage, interpretation, or processing or reporting of data.
- ▶ Our work was limited to analyzing documentation presented to us and representations made to us up to the date of this Report. Unless specifically stated, we have not sought to confirm the accuracy of the information provided to us.
- ▶ While our observations from email and chat communications reference certain individuals, we cannot confirm whether these individuals were the actual senders of the referenced communications.
- ▶ This Report was prepared for the sole use of the City of Ottawa. We shall have no responsibility whatsoever to any third party in respect of the contents of this Report. This Report is not to be provided to any third party without our prior written consent. If others choose to rely in any way on the contents of this Report they do so entirely at their own risk.
- ▶ In addition:
  - ▶ We did not analyze process documents for the different housing benefit programs administered by the City and we did not perform process walkthroughs or interviews of other individuals from the Housing Services branch.
  - ▶ Our analysis of the electronic data collected from Employee A’s personal mobile device was limited to chat and messaging app data stored on this device. We did not perform an analysis of the other data types collected from this device.
  - ▶ We did not analyze electronic data stored on City owned devices used by Employee A (i.e. a City owned laptop and City owned mobile phone).

# Detailed Observations

# Detailed Observations – Payments from the Landlord to Employee A

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- ▶ From our analysis of banking records and payment transaction details, we observed 20 individual payments made by the Landlord to Employee A from November 14, 2023 to October 1, 2024. Refer to **Appendix A** for more details.
  - ▶ These payments observed ranged from \$360 to \$3,000 each and totalled \$22,473.
  - ▶ We observed that several of the payments that were made by e-transfer contained message fields that referenced “consulting fees” or “commissions”. In addition, several of these message fields referenced addresses of units that we understand Employee A assisted City clients with as part of Employee A’s role at the City.
- ▶ We observed email correspondence dated a few weeks prior to the first payment, on October 30, 2023, from another Case Worker at the City, to Employee A and four other City employees, including a supervisor, which warned them about the Landlord. This email described that the Landlord was demanding the “*maximum entitlement amount for \$1800 per month*” for a unit at [Street name and number], despite the unit only being “*advertised for \$1399 a month*”. This email also described that the Landlord “*offered the same unit to [Employee A]’s client for a different price and is essentially trying to see which one of us will be able to get [the Landlord] more money*”. Refer to **Appendix B** for more details.
  - ▶ Following this email, we observed a copy of a lease agreement starting December 1, 2023 between the Landlord and a tenant under one of the housing benefit programs at the aforementioned address. This lease agreement was for a rental rate of \$1,750 per month.
  - ▶ Further, the Landlord provided a list of all units that Employee A assisted with as part of Employee A’s role at the City, which included this address.
- ▶ In another example, we observed messages where Employee A offered to assist the Landlord with requesting higher rent for a unit that two tenants were interested in renting together. Specifically, on November 24, 2023, Employee A told the Landlord that Employee A would “*have to play with numbers*” and asked “*How much is the rent regular for that 2 bedroom?*”. The Landlord replied “2400”, to which Employee A replied, “*Ok I may make it 2800 hundred*”. Refer to **Appendix B** for more details.
  - ▶ Similarly, following these messages, we observed a copy of a lease agreement starting December 12, 2023 between the Landlord and these two tenants under one of the housing benefit programs. This lease agreement was for a rental rate of \$2,900 per month.

# Detailed Observations – Payments from the Landlord to Employee A (continued)

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- ▶ From our analysis of chat and messaging app data from Employee A's mobile device, we observed several instances where Employee A and the Landlord discussed the payments made by the Landlord to Employee A, and often referred to the payments as a "motivator", "boost", "bonus", "extra", etc.
- ▶ In one example, we observed a message on November 24, 2023 where the Landlord told Employee A: *"I've just sent you two transfers. Will talk on Monday the breakdown. I'm just doing this right now to keep you motivated"*. Refer to **Appendix B** for more details.
- ▶ The Landlord promptly ended our first interview with the Landlord on October 3, 2024 after being asked about the nature of the payments made from the Landlord to Employee A, stating they had *"no further comment"*.
- ▶ During our second interview with the Landlord on October 16, 2024, the Landlord initially stated that they were aware that Employee A was a contract employee at the City. Later during this same interview, the Landlord stated that they were under the impression that Employee A was a consultant, not a City employee.
  - ▶ From our analysis, we did not observe correspondence between Employee A and the Landlord where Employee A referred to themselves as a consultant or otherwise indicated that Employee A was a consultant. To the contrary, we observed a number of email correspondences between the Landlord and Employee A's City issued email address (an "@ottawa.ca" email address), as well as the following chat message correspondences:
    - ▶ March 4, 2024: Employee A to the Landlord: *"You are going to get me fired!!!"*
    - ▶ September 4, 2024: Employee A to the Landlord: *"I need to quit the city and just work for you!!!!"*
    - ▶ October 2, 2024: The Landlord to Employee A: *"Thank you most efficient person at the city of Ottawa"*
  - ▶ Further, both Employee A and the Landlord stated that they did not have a consulting agreement in place.



# Detailed Observations – Payments from the Landlord to Employee A (continued)

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- ▶ When we first interviewed Employee A on October 3, 2024, Employee A stated that they worked for the Landlord part-time. However, Employee A stated that they never entered into an employment agreement or contract for this part-time work. In addition, Employee A stated that they did not disclose this work or relationship with anyone at the City. This represents a breach of the City’s Code of Conduct, specifically the sections of “Transparency”, “Impartiality - Outside activities” and “Impartiality - Avoiding conflicts of interest”<sup>1</sup>.
- ▶ However, during our second interview with Employee A on October 10, 2024, after we had asked Employee A about certain messages we observed on their mobile device, Employee A stated that the Landlord’s intention with the payments was *“to use me as that person to benefit [the Landlord]”, including “filling [the Landlord’s] units above others”*. In addition:
  - ▶ Employee A stated that the Landlord offered to pay Employee A a *“boost” “on the side”* if Employee A helped the Landlord house people in the Landlord’s units.
  - ▶ Employee A also stated that part of Employee A knew *“this is wrong”*.
- ▶ We observed several other messages exchanged that would further indicate that these payments were made by the Landlord with the intention to utilize Employee A’s role at the City to provide a financial benefit to the Landlord. Refer to **Appendix B** for more details. This includes the following messages:
  - ▶ On March 7, 2024, the Landlord told Employee A that Employee A’s payment was being set up in the Landlord’s accounting system, to which Employee A replied that *“These [payments] are not supposed to be in a system”*, and that Employee A didn’t *“want to be in a system”*
  - ▶ On August 2, 2024, Employee A asked a family member of the Landlord (the “Landlord’s Family Member”) if the Landlord’s Family Member could have the Landlord send Employee A’s *“bonus”*, stating *“I busted my butt hard for [the Landlord] this week to get [the Landlord] what [the Landlord] wanted”*
  - ▶ On August 23, 2024, the Landlord wrote to Employee A: *“If it wasn’t for you, the system wouldn’t work so miraculously good for me.”*
  - ▶ On October 2, 2024, the Landlord wrote to Employee A: *“Is there anyway you can put a couple in there and get me a higher rent like \$2300 or what can we do on this thing? It’s a one bedroom apartment , if you get me the rent, of course the bonus will be much larger”*

<sup>1</sup> Refer to **Appendix C** for excerpts from the City’s Code of Conduct.

# Detailed Observations – Payments from the Landlord to Employee A (continued)

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- ▶ We further observed messages demonstrating Employee B’s knowledge of and involvement with this arrangement between Employee A and the Landlord.
  - ▶ This includes on December 20, 2023, where Employee A sent Employee B a screenshot of an e-transfer Employee A received from the Landlord.
  - ▶ In addition, we observed messages on January 5, 2024 where Employee A and the Landlord discussed having Employee B pick up a cheque from the Landlord’s house. Refer to **Appendix B** for details.
    - ▶ We observed a cheque dated this same day on January 5, 2024 from the Landlord and addressed to Employee A was deposited to Employee A’s bank account. Refer to **Appendix A** for details.
- ▶ During our interview with Employee B, Employee B stated that they knew the Landlord was a landlord that Employee A worked with as part of Employee A’s job at the City, and that they knew the Landlord had offered Employee A an “*opportunity*” to make “*more money*”.
- ▶ We understand that Employee B did not disclose or otherwise report this relationship to the City, representing a breach of the City’s Code of Conduct, specifically the section of “*Accountability*”.
- ▶ In addition, Employee B confirmed during their interview that Employee B went to the Landlord’s house to pick up a cheque from the Landlord on Employee A’s behalf.

# Detailed Observations – the Moving Company

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- ▶ We observed several messages starting in September 2024 between Employee A, Employee B, and the Landlord that discussed a new business, the Moving Company. Refer to **Appendix B** for details.
- ▶ From our observations of the messages from Employee A's mobile device, as well as statements from our interviews with Employee A, Employee B, and the Landlord, we understand that:
  - ▶ The Moving Company was formed to provide moving and other related services, specifically to tenants who receive benefits from the housing benefit programs administered by the City.
  - ▶ While no formal business structure or written agreement was formed, Employee B and the Landlord had an understanding that Employee B would receive 40% of the profits of the Moving Company and the Landlord would receive 60%.
- ▶ During our interview with Employee B, Employee B stated that the Landlord did not want Employee B to do any advertising for the Moving Company.
- ▶ We observed one instance where the Moving Company provided moving services for an individual who was a tenant of the Landlord under one of the housing benefit programs administered by the City, which Employee A had assisted with.
  - ▶ For this move, we observed a copy of an invoice issued from the Moving Company to the tenant for \$950 plus taxes, dated September 24, 2024.
    - ▶ We observed email correspondence where Employee A submitted a copy of this invoice to the City for processing and subsequently followed up on payment of the invoice.
    - ▶ We observed that the invoice instructed that payment be made to another company owned by the Landlord (the "Landlord's Holding Company")<sup>1</sup>, and that the payment was made by the City to the Landlord's Holding Company for the full invoice amount.
  - ▶ Both Employee B and the Landlord stated during their interviews that this was the first and only move or service provided by the Moving Company.

<sup>1</sup> Both Employee A and Employee B stated that the Landlord told them the payment to the Moving Company should be directed to a bank account held by the Landlord's Holding Company, which was consistent with the messages we observed. During our interview with the Landlord, the Landlord stated that the Landlord's Holding Company is a holding company that belongs to the Landlord. We understand that the Landlord's Holding Company was not an existing vendor at the time that this invoice was first submitted to the City.

# Detailed Observations – the Moving Company (continued)

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- ▶ For this one instance of moving services provided by the Moving Company, we observed messages where the Landlord and Employee B discussed that the moving would be completed by another individual (the “Subcontractor”), who would be paid \$300 for this move. Refer to **Appendix B** for details.
  - ▶ This included a message on September 24, 2024, where the Landlord told Employee B *“I’m gonna give you [the Subcontractor]’s number. You contact [the Subcontractor] when you’re ready. You’ve gotta be really tough with these [people] and of course you tell [the Subcontractor] that [the Landlord] is paying to help tenants nothing to do with the city so [the Subcontractor] has no clue of what we’re doing.”*
- ▶ On September 27, 2024, we observed that the Landlord paid Employee B \$260 by e-transfer, with the message *“Moving fees for Management - \$260.00 [the Landlord’s Holding Company] - Sep 27, 24”*.
  - ▶ We understand that this \$260 payment reflects 40% of the profit of the moving service provided and invoiced to the City (40% of the \$950 pre-tax invoice amount less \$300 paid to the Subcontractor).
- ▶ During our interview with Employee B, Employee B stated that they did not disclose their relationship with the Moving Company to the City. This represents a breach of the City’s Code of Conduct, specifically the section of “Transparency”.
- ▶ In addition, we understand that Employee A did not disclose their relationship to the Moving Company to the City. This represents a breach of the City’s Code of Conduct, specifically the section of “Impartiality - Avoiding conflicts of interest”.

# Detailed Observations – Deleted WhatsApp Messages

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- ▶ Shortly after our first interview with the Landlord on October 3, 2024, we observed that the Landlord deleted nine messages that the Landlord had sent to Employee A and Employee B on WhatsApp using the “Delete for Everyone” functionality.
  - ▶ We understand from the WhatsApp Help Center that the “Delete for Everyone” functionality provides users with a maximum of two days to delete a message after it has been sent.<sup>1</sup>
- ▶ As we had collected data from Employee A’s mobile device earlier on this same day, just before we observed the messages deleted by the Landlord, we were able to obtain a record of the messages that were deleted by the Landlord sometime between 10:30AM and 3:09PM on October 3, 2024.
  - ▶ These deleted messages included the following messages sent by the Landlord (not sequentially) on October 1, 2024 in a group conversation with Employee A and Employee B:
    - ▶ Landlord: *“First payment came in I paid [Employee B] and [the Subcontractor].”*
    - ▶ Landlord: *“Yes. I think you’re my lucky charm every time you come around me something good happens now let’s do our next big move and make some serious money.”*
    - ▶ Landlord: *“Try the larger companies not a small micky mouse outfit”*
  - ▶ These deleted messages also included the following messages sent by the Landlord to Employee A (not sequentially) on October 2, 2024:
    - ▶ Landlord: *“[Address details] [the tenant] I just called [the tenant]. I’ve been so busy trying to figure out what’s going on here and there [the tenant] says [the tenant]’s leaving November 1. We’ve gotta fill this place. Is there anyway you can put a couple in there and get me a higher rent like \$2300 or what can we do on this thing? It’s a one bedroom apartment , if you get me the rent, of course the bonus will be much larger”*
    - ▶ The Landlord: *“Yipee do your magic. But please talk to [the tenant] again. [The tenant] hasn’t signed the lease where [the tenant] was moving to. I just don’t want any problems that me and you rented and then then [the tenant] doesn’t leave.”*
    - ▶ The Landlord: *“[The tenant] think [the tenant] is getting first and last months rent anyways I don’t want you getting mad with me because this is your own client so if [the tenant] doesn’t move out and we re-rent it I just don’t want a shit show”*

<sup>1</sup> We accessed the WhatsApp Help Center website on November 4, 2024 - [https://faq.whatsapp.com/1370476507114859/?cms\\_platform=iphone&helpref=platform\\_switcher](https://faq.whatsapp.com/1370476507114859/?cms_platform=iphone&helpref=platform_switcher)

# Detailed Observations – Deleted WhatsApp Messages (continued)

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- ▶ In addition, at 12:50PM on October 3, 2024, we observed that the Landlord turned on the “disappearing messages” functionality in their WhatsApp conversation with Employee A, such that all new messages would disappear from this WhatsApp conversation 24 hours after they were sent.
  - ▶ We understand from the WhatsApp Help Center that the “disappearing messages” functionality provides users with an option to set new messages to disappear after 24 hours, 7 days, or 90 days.<sup>1</sup>
- ▶ During our second interview with the Landlord on October 16, 2024, we asked the Landlord why they deleted certain messages and set up the “disappearing messages” functionality, to which the Landlord responded that they didn’t want the messages to turn into something “bigger”.

<sup>1</sup> We accessed the WhatsApp Help Center website on November 4, 2024 - <https://faq.whatsapp.com/673193694148537>

# Conclusion

# Conclusion

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As detailed in this Report, based on the procedures defined in the scope of work and information relied upon up to date of this Report, and subject to the limitations, and restrictions noted herein, we observed the following with respect to the Matter:

- ▶ At a minimum, we observed that Employee A's undisclosed relationship and dealings with the Landlord, including receipt of payments from the Landlord, represent a breach of the City's Code of Conduct, specifically the sections of "Transparency", "Impartiality - Outside activities" and "Impartiality - Avoiding conflicts of interest".<sup>1</sup> Additionally, without information to justify the legitimacy of the payments made by the Landlord to Employee A, we observed multiple factors that indicate that these payments are consistent with a kickback scheme designed to provide a benefit to both the Landlord and Employee A.
- ▶ We observed that Employee B had knowledge of Employee A's relationship with the Landlord that was not disclosed or otherwise reported to the City, which represent a breach of the City's Code of Conduct, specifically the section of "Accountability". In addition, we observed that Employee B was directly involved with collecting payment from the Landlord to Employee A.
- ▶ We observed that Employee A's and Employee B's undisclosed relationship to the Moving Company and dealings with the Moving Company represent a breach of the City's Code of Conduct, specifically the sections of "Transparency" and "Impartiality - Avoiding conflicts of interest".

<sup>1</sup> Refer to **Appendix C** for excerpts from the City's Code of Conduct.



# Appendices

# Appendix A – List of payments observed from the Landlord to Employee A

The following payments were observed from the banking records and payment transaction details analyzed. Refer to **Scope of Work – Procedures and Information relied on** for more details.

Date	Payment Type	Payor	Payee	Amount	Description <sup>1</sup>
14-Nov-2023	E-transfer	Landlord's Family Member	Employee A	\$ 500.00	"From [the Landlord] for consultation"
24-Nov-2023	E-transfer	Landlord's Family Member	Employee A	\$ 500.00	"From [the Landlord]"
4-Dec-2023	E-transfer	Landlord's Family Member	Employee A	\$ 500.00	"From [the Landlord]"
6-Dec-2023	E-transfer	Landlord's Family Member	Employee A	\$ 1,250.00	"From [the Landlord] consulting fees for"
20-Dec-2023	E-transfer	Landlord	Employee A	\$ 3,000.00	"Services Consulting"
5-Jan-2024	Cheque	Landlord	Employee A	\$ 1,000.00	"Consulting fees for Rentals."
6-Feb-2024	E-transfer	Landlord	Employee A	\$ 750.00	"[Employee A] - commission for [address details <sup>2</sup> ] - \$750.00"
1-Mar-2024	E-transfer	Landlord	Employee A	\$ 360.00	"[Employee A] - consulting fee for [address details <sup>2</sup> ] - March 1, 2024"
7-Mar-2024	E-transfer	Landlord	Employee A	\$ 370.00	"[Employee A] - consulting fee for [address details <sup>2</sup> ] - March 7, 2024"
28-Mar-2024	E-transfer	Landlord	Employee A	\$ 730.00	"[Employee A] - consulting fee for [address details <sup>2</sup> ] - March 28, 2024"
5-Apr-2024	E-transfer	Landlord	Employee A	\$ 500.00	"Rental Commission"
15-Apr-2024	E-transfer	Landlord	Employee A	\$ 730.00	"Renting [address details <sup>2</sup> ]"
18-Jun-2024	E-transfer	Landlord	Employee A	\$ 2,175.00	"consulting fee"
26-Jul-2024	E-transfer	Landlord	Employee A	\$ 734.00	"Commission for renting [address details <sup>2</sup> ] - \$734.00 - July 26, 2024"
2-Aug-2024	E-transfer	Landlord	Employee A	\$ 732.00	"[Employee A] - Commission for renting [address details <sup>2</sup> ] - \$732.00 - Aug 02, 2024"
3-Aug-2024	E-transfer	Landlord	Employee A	\$ 1,000.00	"Rental commission for [address details <sup>2</sup> ]"
19-Aug-2024	E-transfer	Landlord	Employee A	\$ 1,982.00	"[Employee A] - consulting fee for [address details <sup>2</sup> ] - \$250.00, [address details <sup>2</sup> ] - \$732.00, [address details <sup>2</sup> ] - \$1,000.00 - August 19, 2024 - \$1,982.00"
30-Aug-2024	E-transfer	Landlord	Employee A	\$ 2,000.00	"consulting fee"
20-Sep-2024	E-transfer	Landlord	Employee A	\$ 2,660.00	"[Address details <sup>2</sup> ] - \$ 730 [address details]. \$730 [address details] - \$200 [address details <sup>2</sup> ] - \$1000 Total \$2660.00"
1-Oct-2024	E-transfer	Landlord	Employee A	\$ 1,000.00	"[Employee A] - consulting fee for [address details <sup>2</sup> ]"
<b>Total Payments Observed</b>				<b>\$ 22,473.00</b>	

<sup>1</sup> For e-transfers, the description information was obtained from the Message field on the e-transfer notification emails provided by Employee A. For cheques, the description information was obtained from the memo field observed on the cheque copy.

<sup>2</sup> We observed that the address details referenced in this description corresponded to a unit address included in a list the Landlord provided of all rentals that Employee A assisted the Landlord with as part of Employee A's role at the City

# Appendix B – Email and Chat Message Excerpts

Excerpts pertaining to the payments from the Landlord to Employee A:

Date	Details
30-Oct-2023	<p>Another Case Worker at the City emailed Employee A and four other City employees:</p> <p><i>"I just wanted to reach out and let you all know about a landlord that [Employee A] and I have been dealing with for a bit. [Their] name is [the Landlord]. They have several properties across Ottawa from the sounds of it however, [the Landlord] somehow knows about the Enhanced Housing Benefit. [The Landlord]'s informed me that [the Landlord] has "friends at the City" who told [the Landlord] that [the Landlord] can now get the maximum entitlement amount for \$1800 per month. I have a client who reached out to [the Landlord] for a 1 bedroom at [address details] which was advertised for \$1399 a month plus hydro. The moment I got on the phone with [the Landlord], [the Landlord] informed me [they] knew about EHB and wanted the full \$1800. [The Landlord's] reasoning was that "the client isn't paying for it and the housing worker isn't paying for it, so who cares". I've explained that we cannot do a 1 bedroom for \$1800 a month just because [the Landlord] wants that rent amount, we have to be able to justify a \$400 increase in rent. [The Landlord] additionally has offered the same unit to [Employee A]'s client for a different price and is essentially trying to see which one of us will be able to get [the Landlord] more money. It seems that [the Landlord] is trying to pitch clients and housing workers against each other as [the Landlord] repeatedly informed me that [the Landlord] has "other housing workers" who would get [the Landlord] the full amount so I should do the same if I want my client to be housed.</i></p> <p><i>This landlord seems like [they have] a lot of properties up for rent so in an ideal world, we want to keep [the Landlord] as a contact. That being said, please be wary of [the Landlord's] tactics and ensure that [the Landlord]'s sticking to the price that [the Landlord] originally advertised (or as close to it as possible). We want to make sure our clients are housed with landlords who engage in ethical practices so that they don't run into any future challenges."</i></p>
11-Nov-2023	<p>Messages between Employee A and the Landlord:</p> <p>Employee A: <i>"Umm you may be getting paid twice!"</i></p> <p>Landlord: <i>"Ok I will keep you posted"</i></p> <p>Employee A: <i>"Making sure u are over paid lol"</i></p>

# Appendix B – Email and Chat Message Excerpts

Excerpts pertaining to the payments from the Landlord to Employee A (continued):

Date	Details
24-Nov-2023	<p>Messages between Employee A and the Landlord:</p> <p>Employee A: <i>"I may need a favour...do u do personal loans for like 4500 or a cash advance?????"</i></p> <p>...</p> <p>Employee A: <i>"Ok I'm securing the 2 bedroom for Jan 1"</i></p> <p>Employee A: <i>"I may have to play with numbers but I'll let u know"</i></p> <p>Employee A: <i>"How much is the rent regular for that 2 bedroom?"</i></p> <p>Landlord: <i>"2400"</i></p> <p>Employee A: <i>"Ok I may make it 2800 hundred"</i></p> <p>Employee A: <i>"I'm doing 2 separate COHB apps, one lease. I was just informed they each qualify for the full amount"<sup>1</sup></i></p> <p>Landlord: <i>"Can we do 1600.00 each"</i></p> <p>Employee A: <i>"I'm trying to see how they are going to do it. Prob 1550"</i></p> <p>...</p> <p>Employee A: <i>"Can I get a cash advance???? Lol"</i></p> <p>Landlord: <i>"Sure. Can I send it to the same email?"</i></p> <p>Employee A: <i>"Yes please"</i></p> <p>Employee A: <i>"Woo hoo, 2 bedroom secured!!!!"</i></p> <p>Employee A: <i>"1550 each!!"</i></p> <p>...</p> <p>Landlord: <i>"You should get an email notification for etransfer check spam"</i></p> <p>Employee A: <i>"How much was the transfer"</i></p> <p>Landlord: <i>"500.00-"</i></p> <p>...</p> <p>Employee A: <i>"Ok so gotta keep track.... Lol... what's this one for?"</i></p> <p>Employee A: <i>"And did u get both payments for [tenant]?"</i></p> <p>Landlord: <i>"I have no idea I've just sent you two transfers. Will talk on Monday the breakdown. I'm just doing this right now to keep you motivated."</i></p>

<sup>1</sup> We understand that COHB refers to the Canada-Ontario Housing Benefit.

# Appendix B – Email and Chat Message Excerpts

Excerpts pertaining to the payments from the Landlord to Employee A (continued):

Date	Details
1-Dec-2023	<p>Messages between Employee A and the Landlord:</p> <p>Employee A: <i>“Oh ya, can we square off the Ottawa ppl please??? A vacation is calling my name lol”</i></p> <p>Landlord: <i>“Sure can you give me till next week. Send me an email what’s paid and what owed”</i></p> <p>Employee A: <i>“The first 500 was the boost.”</i></p> <p>Employee A: <i>“Not sure what the 2nd was fire, but there is 9”</i></p> <p>Employee A: <i>“8 Ottawa”</i></p> <p>Employee A: <i>“Sorry 9 Ottawa clients”</i></p> <p>Landlord: <i>“2250.00 less 1000.00 already paid I will send the balance on the weekend”</i></p> <p>Landlord: <i>“Of the nine people have all of them about to move in or sign leases or two of them are speculative like the 2 bedroom on [street name]”</i></p> <p>Employee A: <i>“I’m waiting for u to sent me the intents for 2 on [street name]... or their leases. You mean less 500 lol, the first 500 was a motivator for Barrie!”<sup>1</sup></i></p>
5-Jan-2024	<p>Messages between Employee A and the Landlord:</p> <p>Landlord: <i>“Please come by the office with the check and I’ll give you that payment in your hand”</i></p> <p>Employee A: <i>“Yuppers, all submitted. You will probably get payment before I get back. [Street name] is calling u Monday. I have [a tenant’s] lease but I’m not in the office to sign it”</i></p> <p>Employee A: <i>“I have an exam at 3 so [Employee B] is going to run u the cheque while I’m doing exam. You can give [Employee B] the payment”</i></p> <p>...</p> <p>Landlord: <i>“Ok tell [Employee B] to come To my house closer for [Employee B]” ... “I will wait there”</i></p> <p>...</p> <p>Employee A: <i>“Can u just do etransfer, this will hold”</i></p> <p>Employee A: <i>“[Employee B] wants to move into your house lol”</i></p> <p>Employee A: <i>“I’ll rip this cheque up?”</i></p>

<sup>1</sup> When we interviewed Employee A, they described that they had also assisted the Landlord with finding tenants for units in Barrie, and that this message was referencing payments related to both units in Barrie and units in the City of Ottawa. As the scope of our work was specific to payments relating to the housing benefit programs administered by the City of Ottawa, we did not perform further analysis over any housing benefit programs administered outside of the City of Ottawa.

# Appendix B – Email and Chat Message Excerpts

Excerpts pertaining to the payments from the Landlord to Employee A (continued):

Date	Details
17-Feb-2024	<p>Messages between Employee A and the Landlord:            Employee A: <i>“Good morning my friend!! I am currently [doing some] weekend shopping, my extra would be great right now!”</i>            ...            Landlord: <i>“I I’m very sick with Covid at home but I’ve already paid you for [street name] and [street name]. The only thing that’s left to pay for is [street name] but I haven’t received any money for that.”</i></p>
4-Mar-2024	<p>Messages between Employee A and the Landlord:            Landlord: <i>“I need you to get more deals done”</i>            Landlord: <i>“Rent another two bedroom there for 2700.”</i>            Employee A: <i>“I am picking up your cheque after 11am on March 6”</i>            Employee A: <i>“You are going to get me fired!!! I told you it’s because I’m constantly requesting something for you.”</i></p>
6-Mar-2024 and 7-Mar-2024	<p>Messages between Employee A and the Landlord:            Landlord: <i>“Your awesome I have two house rent them both”</i>            Landlord: <i>“730.00 each house for you”</i>            Employee A: <i>“Trying”</i>            Employee A: <i>“Did you send?”</i>            Landlord: <i>“Being set up by [my employee] in our accounting. System to pay Friday”</i>            Employee A: <i>“[Landlord], why am I in the system? These are not supposed to be in a system”</i>            Landlord: <i>“For etransfer me pay on Fridays”</i>            Employee A: <i>“You etransfer from your email.”</i>            Employee A: <i>“I is don’t want to be in a system”</i></p>
2-Aug-2024	<p>Messages between Employee A and the Landlord’s Family Member:            Employee A: <i>“Hey [Landlord’s Family Member], can you have [the Landlord] send that please, I’m leaving to Niagara Falls with my [family]”</i>            Landlord’s Family Member: <i>“What did you want [the Landlord] to send [Employee A]?”</i>            Employee A: <i>“My bonus lol”</i>            Employee A: <i>“I busted my butt hard for [the Landlord] this week to get [the Landlord] what [the Landlord] wanted”</i></p>

# Appendix B – Email and Chat Message Excerpts

Excerpts pertaining to the payments from the Landlord to Employee A (continued):

Date	Details
23-Aug-2024	<p>Message from the Landlord to Employee A:            Landlord: <i>“Ok. If it wasn’t for you, the system wouldn’t work so miraculously good for me. That’s why every day I worry when you disappear what a mess I’m gonna be in with so many different people.”</i></p>
4-Sep-2024	<p>Message from Employee A to the Landlord:            Employee A: <i>“I need to quit the city and just work for you!!!! No time for anyone else lol”</i></p>
2-Oct-2024 <sup>1</sup>	<p>Messages between Employee A and the Landlord:</p> <p>Landlord: <i>“[Address details] [a tenant] I just called [the tenant] . I’ve been so busy trying to figure out what’s going on here and there [the tenant] says [the tenant]’s leaving for November 1. We’ve gotta fill this place. Is there anyway you can put a couple in there and get me a higher rent like \$2300 or what can we do on this thing? It’s a one bedroom apartment , if you get me the rent, of course the bonus will be much larger”</i></p> <p>Employee A: <i>“In [street name]???????? 2300?????”</i></p> <p>Landlord: <i>“All right, see what you can do, but can I count on you renting it now for November?”</i></p> <p>Employee A: <i>“Ya”</i></p> <p>Landlord: <i>“Yippee do your magic But please talk to [the tenant] again. [The tenant] hasn’t signed the lease where [the tenant] was moving to. I just don’t want any problems that me and you rented and then then [the tenant] doesn’t leave.”</i></p> <p>Employee A: <i>“I’ll make [the tenant] do it”</i></p> <p>Employee A: <i>“[The tenant] gets no help with first and last either”</i></p> <p>Landlord: <i>“[The tenant] think [the tenant] is getting first and last months rent anyways I don’t want you getting mad with me because this is your own client so if [the tenant] doesn’t move out and we re-rent it I just don’t want a shit show”</i></p> <p>Employee A: <i>“I’ll find out”</i></p>

<sup>1</sup> We observed that the messages outlined in red were subsequently deleted by the Landlord shortly after our first interview with the Landlord on October 3, 2024. Refer to **Detailed Observations – Deleted WhatsApp Messages** for more details.

# Appendix B – Email and Chat Message Excerpts

Excerpts pertaining to the Moving Company:

Date	Details
18-Sep-2024	<p>Messages between Employee A and the Landlord:</p> <p>Employee A: “[Employee B] so excited!!!!”</p> <p>Landlord: “[Employee B] should be give me our first moving job I have my [people] ready to go.”</p> <p>Employee A: “Me n [Employee B] coming to meet u tomorrow”</p> <p>Landlord: “Ok”</p> <p>Landlord: “One day kitchen. Carpets. Flooring I want it all”</p> <p>Employee A: “Lol [Employee B]’s ready!!!!”</p> <p>Employee A: “Mattresses too”</p> <p>Landlord: “What ever the city bus I want it”</p> <p>Landlord: “Buys”</p>
23-Sep-2024	<p>Group messages between Employee A, Employee B, and the Landlord:</p> <p>Landlord: “Done negotiated 300.00 for the move. Try to convince [the tenant] not to take the fridge, but I can use it. [The tenant] didn’t even pay for the dumb fridge.”</p> <p>Landlord: “These prices I’m getting are ridiculously known nobody can move for those kind of prices and that’s two [people] that’s still gonna take five hours plus gas. Nobody will do it for \$300.”</p> <p>Landlord: “That’s a good margin 750.00”</p> <p>Employee B: “[Employee A] said the studio [the tenant]’s moving into likely has a fridge already, so [Employee A] said [Employee A] will confirm. if that’s the case, then i’m sure [the tenant] would leave the fridge because there won’t be enough room in the studio for two fridges”</p> <p>Landlord: “That won’t fit there good. 300 for you partner. [The Subcontractor] will move Thursday or Friday. Let’s get the invoice approved”</p>
23-Sep-2024 and 24-Sep-2024	<p>Employee A forwarded an email with an invoice received from Employee B of the Moving Company to another City employee (“Other City Employee”):</p> <p>Employee A: “Hey, I received this for [a tenant] for [their] upcoming move. I can do cheque pick up if DBD not set up yet. Thanks, my friend!!”</p> <p>Other City Employee: “Hi [Employee A], I don’t have this mover as one of our vendor. But I can add them, I just need the full information, address and phone # ect... Let me know”</p> <p>Employee A: “Ok they gave me confirmation yesterday that they filled out forms for the city and are waiting for the pin number?”</p> <p>Other City Employee: “Ok the cheque has been issued under the Mover name and held in office for p/u tomorrow by you.”</p> <p>Employee A: “Okay perfect, is it set up now for DBD? I am coming tomorrow for all cheque pick up”</p>



# Appendix B – Email and Chat Message Excerpts

Excerpts pertaining to the Moving Company (continued):

Date	Details
24-Sep-2024	<p>Group messages between Employee A, Employee B, and the Landlord:</p> <p>Employee B: “[Landlord]!! city of ottawa calling me to confirm the business, what is the correct information to give them?”</p> <p>The Landlord responded with a photo of a blank check containing the Landlord’s Holding Company’s name</p> <p>Landlord: “Address on check”</p> <p>Landlord: “I hope everything goes ok. I’m gonna give you [the Subcontractor]’s number. You contact [the Subcontractor] when you’re ready. You’ve gotta be really tough with these [people] and of course you tell [the Subcontractor] that [the Landlord] is paying to help tenants nothing to do with the city so [the Subcontractor] has no clue of what we’re doing. Organize the move with [the Subcontractor] and once you tell me you’re satisfied, I’ll send them the money.”</p> <p>...</p> <p>Employee A: “I’m picking up cheque tomorrow”</p> <p>Landlord: “Ok is it payable to [the Landlord’s Holding Company]”</p> <p>...</p> <p>Landlord: “We do direct deposits when we give the bank information for vendor for all those rents. None of the leases match up the bank account. Everything is a division of, so [the Moving Company] is a division of [the Landlord’s Holding Company] and that is the bank account information.”</p>
27-Sep-2024	<p>Messages between Employee A and Employee B:</p> <p>Employee B: “the total of the move is \$950 (because we have to take off taxes). [The Subcontractor] gets \$300 out of that, so that leave us with \$650. 60% of \$650 is \$390, which goes to [the Landlord]. 40% of \$650 is \$260, which goes to me.”</p> <p>Employee A: “What?????”</p> <p>Employee B: “yes”</p> <p>Employee A: “How does [the Subcontractor] get more than u? And [the Landlord]?”</p> <p>Employee B: “cuz our total is 950, we have to take off taxes”</p> <p>Employee B: “\$300 goes to [the Subcontractor]”</p> <p>Employee B: “\$390 goes to [the Landlord]”</p> <p>Employee B: “\$260 goes to me”</p>
27-Sep-2024	<p>Message from Employee A to Employee B and the Landlord:</p> <p>Employee A: “I think we need to negotiate the 40/60”</p>

# Appendix B – Email and Chat Message Excerpts

Excerpts pertaining to the Moving Company (continued):

Date	Details
29-Sep-2024	<p>Group messages between Employee A, Employee B, and the Landlord:</p> <p>Landlord: <i>“When [Employee A] is in a better mood will all have lunch to talk about the future of [the Moving Company] and how we can take this to another level because I can literally finance anything if we have to buy \$50,000 worth of inventory. I can do that and wait for the money back”</i></p> <p>Employee B: <i>“gotchya”</i></p> <p>Landlord: <i>“See how high we can bill for storage locker you made 260 I made 350.00 it’s nice but more margin for both of us would be nice”</i></p> <p>Employee B: <i>“agreed”</i></p> <p>Employee A: <i>“lol [Landlord]!! Someone has to keep u in check sometimes”</i></p> <p>Employee A: <i>“I say when [Employee B] is off the first week of December, we all go on a vacation on [the Landlord’s] tab for a Christmas bonus!!!”</i></p>
1-Oct-2024 <sup>1</sup>	<p>Group messages between Employee A, Employee B, and the Landlord:</p> <p>Landlord: <i>“First payment came in I paid [Employee B] and [the Subcontractor].”</i></p> <p>Employee B: <i>“nice! did you just get it?”</i></p> <p>Landlord: <i>“Yes. I think you’re my lucky charm every time you come around me something good happens now let’s do our next big move and make some serious money.”</i></p> <p>Employee B: <i>“ok amazing! i’ll send an email to a different company today to get a quote and see the comparison.”</i></p> <p>Landlord: <i>“Try the larger companies not a small micky mouse outfit”</i></p>

<sup>1</sup> We observed that the messages outlined in red were subsequently deleted by the Landlord shortly after our first interview with the Landlord on October 3, 2024. Refer to Detailed Observations – Deleted WhatsApp Messages for more details.

# Appendix C – Excerpts from the City’s Code of Conduct

Section	Excerpts
Transparency	<p><i>“Where there might be a conflict between our personal interests and those of the City, we disclose that fact immediately, in writing, and seek guidance from our managers.”</i></p>
Impartiality - Avoiding conflicts of interest	<p><i>“If faced with a situation where you could directly benefit from a decision you make, you need to disclose your interest, in writing, to your manager and remove yourself from the decision-making process. The need for disclosure and withdrawal from the decision-making process applies not only to financial interests, but includes any personal benefit, or any benefit to your family and friends.”</i></p> <p>...</p> <p><i>“After you have disclosed an actual or potential conflict of interest, you need to avoid any involvement in the matter. That is why disclosure is important: so that others know not to involve you as well.”</i></p>
Impartiality - Outside activities	<p><i>“We do not... Take on other work that,</i></p> <ul style="list-style-type: none"> <li><i>• Conflicts with our City hours of work</i></li> <li><i>• Interferes with the efficient performance of our duties</i></li> <li><i>• Competes with City services</i></li> <li><i>• Creates a real or perceived conflict of interest with our City duties”</i></li> </ul>
Accountability	<p><i>“We disclose breaches of the Code immediately, whether they are committed by ourselves or a co-worker.”</i></p> <p>...</p> <p><i>“If you become aware of a violation of the Code of Conduct or another City policy, you should report the matter to your manager, the City Solicitor, the City Manager or the Auditor General.”</i></p>

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