

IN THE MATTER OF an Appeal from the Disposition of a Hearing Officer dated July 5, 2024,
pursuant to s. 87 of the *Police Services Act* and s. 216 of the *Community Safety and Policing
Act, 2019*.

Between:

Provincial Constable Simon Bridle

Appellant

and

Ontario Provincial Police

Respondent

Decision and Order

Adjudicative Panel:

Jeanie Theoharis
Randal Montgomery
Colin Osterberg

Participants:

Provincial Constable Simon Bridle, Appellant
Karin Stein, Counsel for the Appellant
Jason Kirsh, Counsel for the Respondent
Canaan Dalton, Articling Student for the Respondent

Hearing date

September 24, 2025
By Videoconference

INTRODUCTION

- [1] In a decision dated December 17, 2024, (“Misconduct Decision”), the Hearing Officer, Melissa Barron, found the Provincial Constable Simon Bridle (the “Appellant”), guilty of corrupt practice contrary to section 2(1)(f)(iii) of the Code of Conduct contained in the Schedule to Ontario Regulation 268/10 as amended (“Code of Conduct”) under the *Police Services Act*, RSO 1990, (the “PSA”).
- [2] In the penalty disposition dated March 25, 2025, (“Penalty Decision”), the Hearing Officer imposed a forfeiture of 60 hours, to be worked, pursuant to section 85(1)(f) of the PSA.
- [3] The Appellant appealed from the Misconduct Decision and the Penalty Decision. The appeals were commenced pursuant to s. 87 of the now repealed PSA. The appeal continued before this panel which was appointed by the Ontario Police Arbitration and Adjudication Commission (the “Commission”) pursuant to s. 216(4) of the *Community Safety and Policing Act*, 2019, S.O. 2019, c. 1, Sched. 1 (the “Act”).
- [4] This panel was appointed to exercise the powers and perform the duties of the Ontario Civilian Police Commission in relation to this appeal. For purposes of this appeal, we refer to ourselves as the Panel.
- [5] This appeal concerns whether the Hearing Officer reasonably found that the Appellant committed corrupt practice by accepting a substantial vehicle-related benefit from the owner of two tow operating companies without obtaining the required consent, and whether the resulting penalty disposition of 60 hours forfeiture was reasonable.
- [6] For the reasons below, we confirm the Misconduct Decision and Penalty Decision.

BACKGROUND

- [7] The hearing before the Hearing Officer proceeded by way of an Agreed Statement of Fact. The parties agreed that the following paragraphs were relevant to the matter of this appeal:
 - a. PC Simon Bridle has been a sworn member of the OPP since April 1, 2001. At that time, he worked at the Downsview Detachment and became familiar

and friendly with Mr. Sithambarpillay (also referred to as “Mr. Pillay”), the owner of Steve’s Towing and CCC Towing, which operates a fleet of tow vehicles ranging from light duty tow trucks to specialized heavy tow equipment.

- b. Mr. Sithambarpillay, like other tow operators, also re-sells cars. Many police officers, both commissioned and non-commissioned, as well as members of the public, have purchased vehicles from Mr. Sithambarpillay over the years. PC Bridle had previously bought a car for his daughter. Mr. Sithambarpillay and PC Bridle were friends: PC Bridle had eaten at Mr. Sithambarpillay’s house, attended his mother’s funeral and built a new deck for him (Mr. Sithambarpillay provided the materials).
- c. On June 27, 2011, PC Bridle was assigned to work out of the OPP’s 407 Detachment which operates under the umbrella of the OPPs Highway Safety Division (HSD) at 8308 Bathurst Street, Thornhill, Ontario. The 407 Detachment has approximately 34 officers who are responsible for conducting general patrol duties and traffic enforcement. These officers lay a large number of stunt driving and other offences that require towing and impoundment.
- d. Mr. Sithambarpillay and his various companies have for many years been contracted to conduct police vehicle maintenance and cleaning for the 407 Detachment as well as other police services including Toronto and Peel. PC Bridle is not responsible for the contracts with the 407 Detachment.
- e. The towing industry in the Greater Toronto Area (“GTA”), which includes the 407 Detachment, is lucrative and, as a result, highly and occasionally viciously competitive. To ensure fairness to competing tow operators and to avoid allegations of preferential treatment, the 407 Detachment utilizes a “First Available Tow Service” policy. This policy is mandated in Police Orders and includes the requirement that each Detachment publish a list of approved tow operators for their Detachment area. A number of other Police Orders have been put in place in relation to the selection of tow operators.
- f. As a by-product of HTA 172 towing, vehicles were mandated by law to be towed and impounded at the owner’s cost. Towing and storage costs are generally determined by the local municipality. These fees were an average of \$1511.66 per occurrence.

- g. On the 23rd of August 2019, the 407 Detachment Commander Staff Sgt. Chuck Kaizer implemented a formal Direction as to selection of tow operators and distributed it to officers of the 407 Detachment via email. It specifically mimics the OPP Order in its language but specifically states that "A Detachment Member has the discretion to contact the Provincial Communications Centre ("PCC") for the closest available/appropriate towing service... ". There is no suggestion that PC Bridle did not follow this order.
- h. Between January 1, 2017, and November 30, 2019, thirty-four 407 Detachment officers were associated with approximately 3383 s. 172 stunt driving charges and subsequent vehicle impoundments, utilizing various tow companies. Only some of those tow companies were equipped to respond to calls for service within PC Bridle's enforcement area.
- i. During the same time period, PC Bridle was associated with 836 (25%) of the total 3383 s.172 charges and subsequent impoundments handled by 407 Detachment officers, utilizing approximately 17 different tow operators. Steve's Towing and CCC towing combined for a total of 300 (36%) of those 836 vehicle impoundments. PC Bridle was a diligent Officer. He was an excellent producer in the laying of charges, particularly for stunt driving enforcement.
- j. During the same time period, Brother's Towing handled 480 tows attributed to PC Bridle, which represents approximately half (57.4%) of the 836 impoundments.
- k. In the period between January 5, 2019, and August 11, 2019, (approximately 7 months) PC Bridle used two companies (Steve's Towing and CCC Towing) a total of 61 times, or just over 8 times per month. In the longer period of January 1, 2015, to December 31,2020 (approximately 5 years) PC Bridle was associated with 1,590 stunt driving charges and 1,588 subsequent vehicle impoundments using 29 different tow operators. PC Bridle utilized Mr. Sithambarpillay's companies 420 times, which was approximately 26% of the tows he initiated.
- l. The most commonly used tow company by PC Bridle was Brothers Towing, which received 1017 tows attributed to PC Bridle, accounting for approximately 64% of the tows initiated by him. This company is not affiliated with Steve's Towing in any capacity and is in fact a direct business competitor. There is no evidence that PC Bridle ever manipulated any of his

dealings with tow truck operators in order to favour Mr. Sithambarpillay or his companies.

- m. During the time frame covered by the investigation, Mr. Sithambarpillay leased numerous vehicles from Somerville National Leasing & Rentals Ltd. (Somerville). It was not uncommon for him, through his companies, to lease upwards of 30 vehicles at a time. He would routinely make large, cash balloon payments towards the leasing costs of those vehicles, varying from \$10,000 to over \$30,000. The cash payments were then credited by Somerville towards the various vehicles.
- n. On October 7, 2016, Mr. Sithambarpillay entered into a lease agreement with Somerville pertaining to a 2016 Chevrolet Silverado 1500 (Silverado) pick-up truck, valued at \$53,750.00. The lease agreement entailed a 60-month term. The lessee was identified as being two of Mr. Sithambarpillay's numbered companies. Mr. Sithambarpillay was noted as the guarantor on the lease. Mr. Sithambarpillay leased this vehicle for use by one of his employees. The leasing arrangement required that Mr. Sithambarpillay was bound by the leasing agreement to continue monthly payment of \$1,093.30 for 60 months on the vehicle, whether he utilised it or not.
- o. In 2017, PC Bridle advised various friends and acquaintances, including tow operators, that he was looking to purchase a used truck to allow him to pursue side occupations where he could utilize his construction skills. Mr. Sithambarpillay advised him that he had a truck available as he had terminated the employment of the employee who was supposed to use that vehicle. On or about November 15, 2017, PC Bridle assumed the lease, possession and use of the vehicle. The financing statement was amended, and he was added as a registered debtor. Lease payments continued to be made by Mr. Sithambarpillay.
- p. PC Bridle was responsible for plating the vehicle, insuring and repairing it and, if he wanted to, exercise the buy-out at the end of the lease, but not contracted to make any of the ongoing monthly payments towards the lease of the vehicle at that time. At his criminal trial, PC Bridle testified that he agreed to pay \$35,000 to Mr. Sithambarpillay at the end of the lease period. The presiding Judge did not make a finding of fact as to whether such a payment was ever made.
- q. PC Bridle was very happy to receive what he perceived to be an "excellent deal" on the vehicle. On a date in 2019, PC Bridle provided Mr.

Sithambarpillay with payment of \$7,400. On or about October 14, 2021, upon the expiry of the five-year lease, PC Bridle paid approximately \$13,807.61 to buy out the vehicle, which consisted of the buy-out value of \$9,000 as well as the last three lease payments which were in arrears.

- r. The OPP conducted a statistical analysis of the number of HTA impounds conducted by PC Bridle over a 5-year period, as described above. This included a timeframe both before and after PC Bridle took over the assignment of the leased vehicle from Mr. Sithambarpillay. These statistics reveal no increase in the amount of impounds conducted by Mr. Sithambarpillay's companies as a result of their agreement regarding the vehicle.
- s. On January 14, 2021, PC Bridle was charged with Breach of Trust pursuant to section 122 of the *Criminal Code* as well as Corruption pursuant to section 426 (1)(a) of the *Criminal Code*. The Corruption charge was withdrawn by the Crown. Following a trial, he was acquitted of Breach of Trust by the Superior Court of Justice on December 15, 2023.
- t. Regardless of whether or not there was a deal for PC Bridle to pay \$35,000 to Mr. Sithambarpillay, the presiding Judge found that the transaction was a benefit to PC Bridle and a benefit to Mr. Sithambarpillay and ultimately PC Bridle received a "substantial benefit" from the arrangement. Her Honour also held that the acquisition, use and ultimately title of the vehicle was not in connection with PC Bridle's office. It was a transaction in the context of a long and private friendship. She accepted that PC Bridle was capable of separating his work and private life, and there was such a separation in this situation. Her Honour accepted PC Bridle's evidence that the relationship between "Steve" and "Simon" is distinct from the relationship between PC Bridle and Steve's Towing, like a separation between church and state. She held there was no objective nexus between the transaction and policing.
- u. Pursuant to Police Orders, OPP employees are not prohibited from accepting a gift, provided the value is less than thirty dollars, given as an expression of courtesy or hospitality and is reasonable in the circumstances. Where an employee is unsure whether the exception applies, they are required to report the gift, hospitality or other benefits to their Ethics Executive.
- v. PC Bridle did not seek permission from the OPP Commissioner, the OPP's Ethics Executive or anyone else in the OPP or in the broader Ontario Public Service to enter this arrangement with Mr. Sithambarpillay, for which he

received a benefit of more than \$30. At no time did PC Bridle advise of the existence of the arrangement described above, although he made it known to certain colleagues that he had obtained the truck through Mr. Sithambarpillay's company.

- w. The Hearing Officer held that PC Bridle was guilty of corrupt practice, finding that the PC Bridle's acquisition of the truck, constitutes a gratuity or present.
- x. The Hearing Officer further held that PC Bridle to be in breach of s. 6.24.2 Police Orders, even though he was not facing this charge.
- y. The Appellant submits that the Hearing Officer misinterpreted the facts in finding the offence had been made out. The Hearing Office also misapplied the law in coming to this conclusion.
- z. The Appellant further submits that the hearing officer erred in imposing the penalty of forfeiture of 60 hours, to be worked.

[8] The Respondent indicated the following additional facts were pertinent to the appeal.

- a. In PC Bridle's interview with Professional standards in January 2021, he advised investigators that his contribution to Mr. Sithambarpillay in respect of the vehicle was payment of the insurance proceeds from the 1967 MG as set out above. He did not say that part of the deal was that he would pay \$35,000 directly to Mr. Sithambarpillay in respect of the vehicle at the end of the lease. There is no paperwork for this claim, although PC Bridle testified under oath that such an agreement was made. The presiding judge did not make a finding of fact as to whether such a payment was ever made.

[9] Following the hearing, the Hearing Officer found that the Appellant's possession and use of the pickup truck on the terms referred to above constituted the receipt of a gratuity or present without consent, contrary to s. 2(1)(f)(iii) of the Code of Conduct. The Hearing Officer thereafter imposed a forfeiture of 60 hours, to be worked.

ISSUES ON APPEAL

[10] The Appellant appeals both the Hearing Officer's finding of misconduct and their determination of the penalty imposed.

[11] The misconduct appeal raises two issues:

- a. Did the Hearing Officer commit a reviewable error in interpreting or applying s. 2(1)(f)(iii) of the Code of Conduct?
- b. Was the finding of corrupt practice unreasonable in light of the agreed facts and the record before the Hearing Officer?

[12] The penalty appeal raises one issue:

- a. Was the penalty of 60 hours forfeiture affected by an error in principle, a failure to consider material factors, or otherwise outside the range of reasonable outcomes?

DISPOSITION

[13] For the reasons that follow we confirm the Misconduct Decision and the Penalty Decision.

STANDARD OF REVIEW

[14] The standard of review to be applied by the Panel when considering an appeal from a decision of a hearing officer is reasonableness on questions of fact and correctness on questions of law. *Ottawa Police Service v. Diafwila*, 2016 ONCA 627.

[15] Questions as to whether facts satisfy a legal test are questions of mixed fact and law and are to be reviewed on the standard of reasonableness unless there is an extricable question of law involved. *Cst. Ioan Floria v. Toronto Police Service*, 2020 ONCPC 6 (CanLII); *Dunsmuir v. New Brunswick*, 2008 SCC 9, at para. 53.

[16] Findings of fact and credibility assessments made by a hearing officer are owed particular deference. *Toronto Police Service v. Blowes-Aybar*, 2004 CanLII 34451 (Ont. Div. Ct.).

[17] On a penalty appeal, deference is owed to the Hearing Officer's weighing of dispositional factors and findings of fact. Unless there has been a clear error in

principle or relevant material factors ignored, the Panel will not interfere with the penalty even if it would have come to a different conclusion. Our task is to assess whether or not the Hearing Officer fairly and impartially applied the relevant dispositional principles to the case before them and determine whether the Hearing Officer's decision was reasonable in the circumstances. *Karklins v. Toronto (City) Police Service*, 2010 ONSC 747 at para 10; *Kobayashi and Waterloo Regional Police Service*, 2015 ONCPC 12 at para 33; *Gould v. Toronto Police*, 2018 ONSC 4074 (CanLII) (Div. Ct.) at para. 6.

- [18] In *Husseini v. York Regional Police Service*, 2018 ONSC 283, the Divisional Court confirmed that our role is not to second-guess the decision of a hearing officer on penalty and to give deference to the assessment and weight given by a hearing officer to the disposition factors.
- [19] Our role is not to hold the decision up to scrutiny for a standard of perfection. In assessing reasonableness, we consider whether the decision is justified, transparent, and intelligible, and whether it is based on an internally coherent and rational chain of analysis considering the factual and legal constraints bearing on the decision. *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 (CanLii) at para. 85.
- [20] Reasonableness review finds its starting point in judicial restraint and respect for the distinct role of administrative decision-makers. A reviewing court (or tribunal) must pay “respectful attention” to the reasons offered for an administrative decision. This means focusing on the decision actually made by the administrative decision-maker and starting the analysis by developing an understanding of the decision-maker’s reasoning process to determine whether the decision as a whole is reasonable. In applying the reasonableness standard, the focus is “on the decision actually made by the decisionmaker, including both the decision maker’s reasoning and the outcome.” In addition, the reviewing court (or tribunal) is not to hold the reasons up to a standard of perfection or conduct a “line-by-line treasure hunt for error”. *Imperial Oil Limited v. Haseeb*, 2023 ONCA 364 (CanLii).

ANALYSIS

A. Misconduct Appeal

- [21] The Appellant submits that the Hearing Officer misapprehended the evidence and erred in law in finding that the pickup lease arrangement constituted the receipt of a

“gratuity or present” without consent under subsection 2(1)(f)(iii) of the Code of Conduct.

[22] Section 2(1)(f)(iii) of the Code of Conduct states that:

Any chief of police or other police officer commits misconduct if he or she engages in,

...

(f) Corrupt Practice, in that he or she, ...

(iii) directly or indirectly solicits or receives a gratuity or present without the consent of,

(A) the chief of police, if the officer is a member of an Ontario police force as defined in the *Interprovincial Policing Act, 2009*, or

(B) the person who appointed the police officer under Part II or III of the *Interprovincial Policing Act, 2009*,

[23] In this case, there is no dispute that the Appellant did not obtain consent as required under s. 2(1)(f). The dispute is whether the Hearing Officer erred in concluding that the arrangement with Mr. Sithambarpillay involved the receipt of a gratuity or present within the meaning of the provision.

[24] The question on appeal is not whether this Panel would have reached the same conclusion at first instance, but whether the Hearing Officer’s conclusion was reasonable considering the agreed facts, evidence and governing provision.

(i) Gratuity or Present

[25] The Appellant submits that, while the pickup truck arrangement may have conferred a benefit to the Appellant, it did not amount to a “gratuity or present” within the meaning of subsection 2(1)(f)(iii) of the Code of Conduct. We do not accept that submission.

[26] The Hearing Officer did not err in their interpretation of the terms “gratuity or present” under s. 2(1)(f)(iii) of the Code of Conduct. The Hearing Officer was entitled to focus on the substance of the arrangement rather than its form. The agreed facts established that the Appellant obtained possession and use of an expensive pickup truck for an extended period while the ongoing lease payments continued to be made by Mr. Sithambarpillay. The arrangement was financially advantageous to the Appellant and was one that the Appellant regarded as an “excellent deal.”

[27] It was reasonably open to the Hearing Officer to conclude that the pickup truck was a material economic advantage which constituted a gratuity or present within the meaning of the provision. The fact that it arose through an informal and ongoing lease-related arrangement, rather than a one-time sale or transfer of the pickup truck did not preclude the characterization of the arrangement being a gratuity or present within the meaning of the provision.

[28] Nor did the Hearing Officer err by observing that the pickup truck arrangement was substantial rather than nominal in value. The duration of the arrangement, the value of the vehicle, and the fact that the lease payments were paid by Mr. Sithambarpillay for four years supported the conclusion that this was not a routine act of courtesy or hospitality, but a significant benefit that, pursuant to the Code of Conduct, required consent under s. 2(1)(f).

[29] We find the Hearing Officer's determinations reasonable and are not satisfied that they erred with respect to those conclusions.

(ii) Whether the provision required proof that the benefit was obtained by virtue of being an Officer?

[30] The Appellant submits that the Hearing Officer was required to find that the benefit was obtained by virtue of his office as a police officer, or that he used his position for private advantage. The Respondent submits that subsection 2(1)(f)(iii), on its plain wording, does not require a finding that the Appellant used his position to obtain a gratuity or gift. The Hearing Officer rejected the Appellant's submission.

[31] We find that the Hearing Officer was correct in her interpretation and the requirements of corrupt practice not needing the gratuity or gift to have arisen by virtue of being a police officer.

[32] The wording of s. 2(1)(f)(iii) does not require proof of an explicit *quid pro quo*, proof that the officer solicited the benefit through misuse of office, or proof that the benefit actually altered the officer's conduct. The provision identifies the receipt of a gratuity or present without consent under s. 2(1)(f).

[33] The Hearing Officer took a reasonable approach in determining that the case law submitted by the Appellant was different than the facts of this case. The Hearing Officer noted that in both *Stone v. Toronto Police Service*, 2008 CanLII 50515 (ON SCDC) ("Stone") and *Besco v. Peel Regional Police Service* (2001), 3 OPR 1496 (OCCPS), an essential element of the offence in those cases is that the officer uses their position for private advantage, which was not an element of subsection

2(1)(f)(iii). Moreover, the Hearing Officer found that the case of *Korchinski v. Office of the Independent Police Review Director*, 2022 ONSC 6074 (Div Ct) was related to a misconduct offence of neglect of duty or negligent investigation, which was different from the Appellant's charge of corrupt practice.

[34] The surrounding relationship between the Appellant's duty as a police officer and Mr. Sithambarpillay's business interests remained relevant context. The Hearing Officer was entitled to consider the context in determining whether the arrangement engaged integrity concerns. The Hearing Officer did not err in distinguishing the case law which dealt with differently worded misconduct provisions that required proof of private advantage or misuse of office.

(iii) Relationship between Appellant's Occupation and Mr. Sithambarpillay's business interests

[35] The Appellant further submits that the Hearing Officer erred in finding a meaningful relationship between him being a police officer and the benefit to Mr. Sithambarpillay considering the agreed facts that there was no evidence that the Appellant manipulated tow assignments and no increase in tows after the pickup truck lease agreement began.

[36] The Panel does not accept that this renders the Hearing Officer's decision unreasonable. The Hearing Officer made a reasonable finding that there was a relationship between the Appellant's occupation and how it benefitted Mr. Sithambarpillay. The Hearing Officer did not need to find that the Appellant actually diverted towing work to Mr. Sithambarpillay's companies. The concern is broader. Based on the agreed facts, the Appellant exercised 407 Detachment enforcement functions which regularly generated towing work, tow operating companies had a financial interest in receiving the tows, and officers could exercise their judgment and discretion to utilize a different tow operator as they saw fit in specified circumstances. Moreover, regardless of whether the Appellant manipulated any of his dealings to favour Mr. Sithambarpillay's companies, the Hearing Officer reasonably found there was an evident power imbalance between the tow truck drivers and the officers in the 407 Detachment.

[37] The Hearing Officer recognized that Mr. Sithambarpillay's two tow companies accounted for a number of the tows attributed to the Appellant's work. The Hearing Officer noted that the Appellant made it known that he was looking for a vehicle, Mr. Sithambarpillay supplied one and made the lease payments for four years while the Appellant possessed and had exclusive use of the truck. Effectively, the Appellant had the use of the truck for free for four years, whose lease payments were being paid by

the owner of towing companies that received towing assignments directly attributable to the Appellant's work as a police officer.

- [38] It was reasonably open to the Hearing Officer to conclude that the arrangement created at least the appearance, and potentially ability to provide preferential treatment. That conclusion was relevant to the integrity concerns engaged by the Appellant's acceptance of a substantial undisclosed benefit from a person whose businesses operated within that enforcement setting.
- [39] A finding of corrupt practice does not require that the preferential treatment occurred. It is not needed that actual favouritism was proved. It is whether, as the Hearing Officer reasonably found, the surrounding circumstances reasonably supported the conclusion that the arrangement engaged conduct of corrupt practice as addressed in s. 2(1)(f)(iii) of the Code of Conduct.
- [40] The Panel finds the finding of the Appellant's ability to provide Mr. Sithambarpillay preferential treatment was reasonable.

(iv) Friendship between Appellant and Mr. Sithambarpillay

- [41] The Hearing Officer reasonably concluded that the aspect of friendship does not override the Appellant's duty to obtain consent when they receive a gratuity or present.
- [42] The Appellant argued that the pickup truck lease arrangement arose from a longstanding personal friendship and not from his role as a police officer.
- [43] The agreed facts established that the parties had some personal relationship which extended outside of formal work dealings, and that Mr. Sithambarpillay's business interests intersected with the Appellant's police enforcement duties.
- [44] The Hearing Officer found that the friendship was one that did not extend extensively to their personal lives but was primarily encountered through work. The evidence was that they met through work, were not friends socially, were not drinking buddies, their families did not get together, and most of their relationship involved encountering each other through work. There was evidence that PC Bridle helped Mr. Sithambarpillay build a deck, attended Mr. Sithambarpillay's mother's funeral, and met for coffee. The Hearing Officer indicated there was "no discernable reason why Mr. Sithambarpillay would accord PC Bridle such an 'excellent deal' on purely a friendship basis." The Hearing Officer reasonably concluded that the friendship did not displace the Appellant's obligation to obtain approval before accepting a

substantial benefit from a tow operator who had ongoing dealings and work that was directly related to the Appellant's 407 Detachment enforcement actions.

- [45] The Hearing Officer reasonably and logically found that the conflict of interest was clear noting that it was "almost unbelievable that PC Bridle could not, or would not, recognise it as such."
- [46] The existence of a personal relationship did not remove the Appellant's obligations under the Code of Conduct to report receiving a gratuity or present. It was reasonably open to the Hearing Officer to conclude that the personal and professional aspects of the relationship coexisted, and that regardless of friendship or not, the Appellant and Mr. Sithambarpillay remained sufficiently connected and that the gift or present were subject to compliance pursuant to s. 2(1)(f)(iii) of the Code of Conduct.

(v) Other Arguments

- [47] We do not accept the Appellant's submission that the Hearing Officer relied on the absence of evidence of comparable arrangements involving other police officers. It was reasonable for the Hearing Officer to note that no similar arrangements of this type of lease payment benefit were presented. The Hearing Officer did not treat that absence as proof of guilt. Rather, she treated it as part of the factual context in assessing how unique, unusual and significant this arrangement was.
- [48] The Appellant also submits that the Hearing Officer improperly conflated the charge of misconduct with reporting obligations under Police Orders, including s. 6.24.2. We do not read the reasons in that same manner.
- [49] Read as a whole, the reasons are clear that the finding of misconduct rested on s. 2(1)(f)(iii) of the Code of Conduct for corrupt practice, namely the receipt of a gratuity or present without consent being obtained. The Hearing Officer's references to reporting and approval obligations formed part of the overall context and assessment of the seriousness in failing to obtain consent. They did not amount to a separate finding of misconduct under a provision that the Appellant had not been charged with.
- [50] The Hearing Officer acknowledged that receiving a gratuity or present is permitted, and many times does happen. The requirement is that under subsection 2(1)(f)(iii) the Appellant had an obligation to obtain consent from the Commissioner, which was not done.
- [51] The charge of corrupt practice remained straightforward. On the record before her, the Hearing Officer found the Appellant had engaged in corrupt practice. The Appellant

received a gratuity or present and had not sought the required consent. The conclusion was reasonable.

(vi) Conclusion on Misconduct

[52] We find that, considering the reasons as a whole and the record that was presented to the Hearing Officer, we find no reviewable error in the conclusion that the Appellant, based on clear and convincing evidence, committed corrupt practice under s. 2(1)(f)(iii) of the Code of Conduct. The Hearing Officer did not commit a material misapprehension of the evidence, did not apply the wrong legal test, and arrived at a conclusion that was reasonably open to her on the agreed facts.

B. Penalty Appeal

[53] The Appellant's position before the Hearing Officer was that 20 hours forfeiture was appropriate, whereas the Respondent submitted that 60 hours forfeiture was appropriate. The Appellant argues that the forfeiture of 60 hours was harsh and excessive, and out of proportion given the appellant's history, penalties imposed in similar circumstances and having regard to the unique facts of this case.

[54] We find no error in the disposition imposed and no basis to interfere. The Hearing Officer identified and applied the relevant dispositional principles, considered the aggravating and mitigating factors, addressed parity and imposed a penalty that was within the range of reasonable outcomes based on the facts of this case. Our role is not to reweigh those factors afresh.

(i) Aggravating and Mitigating Factors

[55] The Hearing Officer's weighing of dispositional factors and findings of fact were reasonably supported by the evidence and are owed deference.

[56] The Hearing Officer treated the nature and seriousness of the misconduct, public interest, damage to the reputation of the police service, and the need for specific and general deterrence as aggravating factors. The Hearing Officer treated the Appellant's recognition of the seriousness of misconduct, their positive employment history, and ability to reform and rehabilitate as mitigating factors.

[57] The Hearing Officer's findings were reasonably supported by the facts and evidence in the record. The Hearing Officer regarded the misconduct as serious given the substantial nature of the lease agreement arrangement, particularly the significant value of monies saved by the Appellant due to the lease agreement, the length of time

over which it continued, the relationship between the Appellant's duties as a police officer and the towing environment in which Mr. Sithambarpillay's companies operated, and the resulting impact on the public's trust in the neutrality and impartiality of officers and the damage to the OPP's reputation.

[58] On the same token, the Hearing Officer was entitled to give mitigating weight to the Appellant's preparation of an Agreed Statement of Facts, current understanding of the gravity of their actions, prior good record of employment, commendations, good work relationships, and rehabilitative prospects.

[59] The fact that the Hearing Officer ultimately concluded that the aggravating factors outweighed the mitigating ones does not disclose an error in principle. It is not our role to reweigh the factors in an appeal.

(ii) Alleged Reliance on Facts Inconsistent with the Corrupt Practice Finding

[60] The Hearing Officer found that despite the Appellant having been deterred from engaging in this type of conduct again, that the disposition must be sufficient to deter others from this type of misconduct. Corrupt practice is meant to ensure that the members behave above reproach and with integrity and be seen to be behaving in this manner. It must be clear to the members that the OPP takes this type of misconduct very seriously and sanctions will be weighty.

[61] The aggravating factors identified to assess an appropriate penalty were based on the same factual circumstances that supported a finding of misconduct. There was a substantial economic benefit, the benefit extended for a substantial time, four years, there was a nexus relationship between the Appellant's work as a police officer and Mr. Sithambarpillay's towing companies, and the failure to obtain consent from the Commissioner.

[62] The Hearing Officer assessed the seriousness of the misconduct when determining an appropriate remedy.

(iii) Consistency of Disposition

[63] The Appellant argues that the Hearing Officer applied precedent unevenly. We disagree. The principle of parity requires comparable treatment of comparable cases, but it does not require that outcomes be identical especially where material facts differ.

- [64] The Hearing Officer considered the one case presented for consistency, *Stone v. Toronto Police Service*, and the details pertaining to informal discipline cases related to officers receiving gift baskets. The Hearing Officer acknowledged she had reviewed the case presented by counsel and provided reasons why 60 hours of forfeiture was appropriate.
- [65] The Hearing Officer explained why the matters were not directly comparable. She distinguished between minor or isolated gratuities and presents and the present case which involved a substantial vehicle related benefit continuing for several years without disclosure or consent. The benefit here was a four-year lease agreement on a truck, versus a gift basket or bottle of alcohol. It was a lengthy, ongoing relationship where Mr. Sithambarpillay profited from PC Bridle's enforcement of traffic violations. Moreover, during this four-year period, PC Bridle did not inform his command about this.
- [66] The Hearing Officer was also entitled to conclude that, while the case did not warrant a penalty at the level imposed in *Stone*, it warranted a "far higher penalty than the informal examples given" and that having noted that "there was no evidence of any additional benefit provided to Mr. Sithambarpillay as a result of the truck lease" the Hearing Officer noted that it did not warrant the "level of demotion as seen in *Stone*."
- [67] The Hearing Officer clearly turned her mind to the principle of consistency in penalty and considered how the disposition of factors when determining a suitable penalty given the context of the misconduct. Based on the range of penalties from 12 hours forfeiture to a significant demotion, the Hearing Officer noted that there needs to be a strong message that this type of misconduct is very serious and that the appearance of a conflict of interest, regardless of whether there was a direct benefit to the gift giver, can be sufficient to seriously undermine public trust, the integrity of the police and the effectiveness of the service.
- [68] The reasoning reflects a rational and proportionate approach to parity. The penalty order of 60 hours forfeiture was within the range of reasonable outcomes available to the Hearing Officer. There is no basis for the Panel to interfere.

CONCLUSION

- [69] The Panel finds no reviewable error in either the Misconduct Decision or the Penalty Disposition. The Hearing Officer applied the proper legal framework, reached findings that were reasonably open on the record, and imposed a penalty that was within the range of reasonable outcomes.

[70] It is not open to the Panel to now reweigh the evidence or the dispositional factors to achieve a different result.

ORDER

[71] Pursuant to s. 87(8)(a) of the PSA we confirm the finding of misconduct and the disposition made by the Hearing Officer.

[72] The appeals are dismissed.

Released: April 7, 2026

Jeanie Theoharis
Adjudicator

Randal Montgomery
Adjudicator

Colin Osterberg
Adjudicator