

No. Fax: 11.17.001.007.110 June 19, 2019 Director of the Limassol Water Supply Board 66 Franklin Roosevelt Avenue, 3012, Limassol

DECISION OF THE COMMISSIONER FOR PROTECTION OF PERSONAL DATA SUBJECT: Complaint for a possible violation of the GDPR Referring to the complaint submitted by my Office .S., for the processing of personal data without his consent by an employee of the Limassol Water Supply Board, I am informing you of the following. Facts as reported by the complainant: 2. The complainant in the complaint submission form as well as in the telephone communication he had with an Officer of my Office, stated that he is the registered consumer of the water meter XXXXXXXXX342 and one of the co-owners of the building at in Limassol. S.B. is a tenant in the building in question and consumes the water measured by water meter XXXXXXXXX342. The lease deed, as reported to us by the complainant, was signed by S.B. and the complainant's brother as a co-owner of the building at street in Limassol. 2.1. There is also the claim of the complainant that the water supply bill related to the specific water meter was not paid and therefore the Limassol Water Supply Council (hereinafter "SYL") proceeded to disconnect it and that S.B. came to SYL's offices, pretending to be the complainant and submitted a request to reconnect the water meter, paying the amount of €200 against the amount due. The employee who served S.B. handed him a document containing the complainant's personal data, without his consent. 3. My Office informed the Complainant about the complainant's allegations and asked for his own opinions and positions on the matter. The positions of the Plaintiff as stated in his lawyer's letter and attached documents: 4. The Plaintiff responded with a letter from his lawyer, citing his positions on the complaint, as stated below. 4.1. Upon receipt of my Office's letter, the Complainant sent a note to the clerk, G.H., who served the complainant's tenant, asking him to state his position on the incident in writing. G.H. in his reply note he stated that a) all procedures are carried out in accordance with the existing instructions and b) any deviation is made following instructions (approval of relevant notes) of the Inspector of Accounts. He attached the payment receipts dated 5/14/2019 to his note. 4.2. A note was sent by the Director of SYL and to the Inspector of Accounts, A.X. through the Head of Financial Services, who is also the direct supervisor of the employees who handle consumer issues, as mentioned by Mr. Houliotis. 4.2.1. A.H. in his reply note to the Director of the SYL, he mentions that the water supply had previously been cut off at the property in question, specifically on 12/12/2018, due to a high amount due. On 17/12/2018, the tenant of the property (S.B.) came to the SYL offices to reconnect the water supply. He was advised that in order to be reconnected he would first have to pay the outstanding bill and deposit a €250 registration bond in his name or the owner (complainant in this case) come forward to transfer the account to his name with a bond of €50 and make an

arrangement for the payment of the debit balance. 4.2.2. On the same day, i.e. on 17/12/2018, the complainant together with the tenant came to the offices of SYL. The complainant produced a title deed to the property in his name and his identity for verification. The complainant, in the presence of the tenant, requested to pay the bill payment guarantee of €50, the water reconnection cost of €35 and the amount of €450 towards the total amount due and agreed to pay the remaining amount in stages according to the settlement which became. The complainant then gave the relevant applications to the tenant and the latter proceeded to pay the amounts as stated above. A.H. attached the relevant receipts. 4.2.3. On 10/5/2019, the water supply was interrupted again due to an increase in the outstanding debit balance. On 5/14/2019, the tenant came to SYL's offices, who paid the amount of €265 towards the due debit balance and the amount of €35 as reinstatement costs. A.X. took it for granted that the complainant was in agreement, since the events of December 2018, as mentioned above, preceded it. The proof of reconnection, which contained the complainant's personal details, was given to the tenant. 4.2.4. On 15/5/2019 the complainant came to the SYL offices and stated that there are differences between him and the tenant and requested the interruption of the water supply until the amount due is paid in full and the bill payment guarantee is transferred to the name of the tenant. SYL proceeded to stop the water supply to the premises, following the instructions received from the complainant, as a registered consumer. 4.2.5. On 17/5/2019 the tenant came to the SYL offices and requested a refund of the amount of €300 (€265+€35) that he paid on 14/5/2019. The amount was not returned since its collection was made within the framework of the Regulations of the SYL. 4.2.6. A.X. states in his note that the competent staff of SYL handled the interruption and reconnection of the water supply of the property in question, under his own guidance. 5. Following the letter, the Complainant states that on 22/5/2018 he sent a circular to all SYL staff for general information on the General Regulation of Personal Data 2016/679 (hereinafter GDPR), on 10/ 10/2018 the SYL, in collaboration with the Water Supply Boards of Nicosia and Larnaca, proceeded (through the tendering process), to assign services for GDPR compliance issues to the company MAST Consulting S.A. The delivery of the 2 data protection system as well as the final staff training is expected to be completed in September 2019. 5.1. On 10/4/2019 SYL, in collaboration with MAST Consulting S.A., carried out the initial training of all staff on matters related to the Protection of Personal Data. In addition, after the incident in question, namely on 23/5/2019, the SYL sent a Circular to all office staff with specific guidance on the procedures to be followed for the identification of persons who request any service from the relevant departments of the SYL. 5.2. Furthermore, the Complainant on 5/23/2019 sent a Breach Notification to the Office of the Commissioner for Personal Data Protection and on 5/24/2019, sent a note to A.X. in which

some weaknesses in the procedure followed were pointed out and specific instructions were given for immediate implementation. 6. In conclusion, as the Complainant mentions in his letter, he concludes that on 5/14/2019 A.H. failed to act in accordance with the SYL's instructions to secure the specific and specific consent of the complainant. Both Mr. Hatzichristofis and G.H. they knew that Mr. S.B. was the tenant of the complainant's premises as on 17/12/2018 they came together to the SYL offices for the reconnection of water supply to the premises. The tenant never pretended to be the complainant as A.H. (who gave the instructions to reconnect the water supply) was personally aware of the case and informed G.H., who carried out the clerical process of reconnecting the water supply. 6.1. In addition, the tenant knew the personal data of the complainant, since when they came to the SYL offices on 17/12/2018, the complainant handed over the relevant applications to the tenant to proceed with payment of the debts and then kept the receipts. 6.2. Additionally and according to the facts of the case, the complainant during his visit to the SYL offices on 15/5/2019 did not mention either G.X. or A.X. that personal data was given to the tenant without his consent, as the tenant was in possession of the complainant's personal data from the previous time they had visited SYL together on 17/12/2018. The complainant during his visit to the SYL offices on 15/5/2019 emphasized that he had differences with the tenant and requested the interruption of water supply. Legal aspect: 7. In the provisions of article 32 of the GDPR, the following are expressly defined: "1. Taking into account the latest developments, the cost of implementation and the nature, scope, context and purposes of the processing, as well as the risks of different probability of occurrence and severity for the rights and freedoms of natural persons, the controller and the executor the processing apply appropriate technical and organizational measures in order to ensure the appropriate level of security against risks, including, but not limited to, against case: a) of pseudonymisation and encryption of personnel data character, b) the ability to ensure confidentiality, integrity, availability and reliability of processing systems and services in continuous basis, c) the possibility of restoring the availability and access to personal data in due time in case of physical or technical event, d) procedure for its regular testing, assessment and evaluation

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effectiveness of the technical and organizational measures to ensure it

processing security.....

4. The controller and processor shall take measures to

it is ensured that any natural person acting under the supervision of the person in charge

processor or the processor who has access to data

of a personal nature, they are processed only by order of the data controller,

unless required to do so by Union or Member State law'.

7.1. Additionally, in References 74 and 83 of the Preamble of the GDPR, it is mentioned between

others that the controller should be required to implement appropriate and

effective measures and be able to demonstrate compliance of

processing activities with the GDPR, including effectiveness

of measures.

7.2. Such measures should take into account the nature, context, scope

application and the purposes of the processing and the risk to the rights and

liberties of natural persons. To maintain security and avoid it

processing in violation of this regulation, the controller or the

processor should assess the risks involved in the processing

and implement measures to mitigate those risks, such as through

encryption. These measures should ensure an appropriate level

security, which includes confidentiality, taking into account

latest developments and the cost of implementation in relation to the risks and nature of

personal data that must be protected.

Thinking:

8. In this case, it is examined whether the Defendant of the complaint, as responsible

processing, followed the security measures, which he seems to have already established

and derive from the provisions of Article 32 of the GDPR.

8.1. The relevant officer should have ensured that the complainant was informed

and consented to the act performed on 5/14/2019. The fact that his employees

Apart from the complaint, they knew the tenant from his previous visit to

SYL offices in December 2018, together with the complainant, for the implementation

of an identical act (i.e. an act of reconnecting the water supply) does not mean

that the complainant was aware of and consented to the recent act

(dated 14/5/2019) reconnection of the water supply.

8.2. At the same time, the claim of the complainant about her offense is dismissed

impersonation, an offense which does not fall under the jurisdiction of my Office

but it was hinted at and used on the part of the complainant and

reported to the Police.

8.3. It appears that the Plaintiff took security measures and proceeded to

GDPR compliance procedures, such as sending an information circular before the

implementation of the GDPR as well as a circular with specific guidance on the procedures

to be followed for the identification of persons, after the one under reference

event.

8.4. In addition, with regard to the protection of personal data, it was carried out

lecture on 16/3/2018 for information from the Commissioner for Personal Protection

Data in Limassol. Commissioned, in collaboration with the Water Supply Board

Nicosia and the Water Supply Council of Larnaca, to an external partner

GDPR compliance.

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8.5. The compliance procedures of SYL with the GDPR, including

detailed training of the staff but also of all members of the Elementary School

Council in relation to the GDPR, to avoid, as far as possible, anyone

leaks/violations, is expected to be completed in September 2019.

8.6. In addition, the Director of SYL, after investigating the incident, sent

note to the Auditor of Accounts, in which some were pointed out

weaknesses in the procedure followed and specific instructions were given for immediate application.

9. On the one hand, the identification instructions as they derive from the instructions that Kat'ou had given the complaint on the other hand both the facts as mentioned and which I accept in their entirety, as well as the immediate reaction and response of the Complainant, it appears that the foundations have been laid for compliance with GDPR.

10. Article 58 par. 2(a) of GDPR 2016/679 gives me the authority as Commissioner Personal Data Protection, among others, to address warnings to the controller or processor that intended processing operations are likely to violate provisions herein regulation.

11. Bearing in mind the above facts, the legal aspect on which the this decision and the analysis as explained above, below powers granted to me by article 58 par. 2(a) of GDPR 2016/679, addressed warning to the Limassol Water Supply Board, as responsible processing, as, in the future, follows the procedures to comply with the GDPR as well of the security measures in all the departments and services that make it up and down by his administration.

11.1. In the event that it is established that the Limassol Water Supply Board is carrying out violation of the GDPR of a similar nature in the next six (6) months, this one warning will be measured against the eventual imposition of an administrative sanction against him.

Irini Loizidou Nikolaidou

Data Protection Commissioner

Personal Character

