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Order F15-45

B.C. PAVILION CORPORATION

Caitlin Lemiski
Adjudicator

September 2, 2015

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Summary: The applicant requested records the B.C. Pavilion Corporation (“PavCo”) used to process an earlier request for records. PavCo withheld some of the requested information on the basis that disclosure would be harmful to the financial or economic interests of a public body (s. 17 of FIPPA), as well as the business interests of a third party (s. 21). PavCo also withheld the name and position title of a PavCo employee on the basis that disclosure would be an unreasonable invasion of personal privacy (s. 22). Further, PavCo refused to disclose some information in the records solely on the basis that the information was non-responsive to the request. The adjudicator determined that PavCo is not authorized or required to refuse to disclose any information under ss. 17, 21 or 22 of FIPPA. The adjudicator also required PavCo to process the information it was withholding as non-responsive because it is only authorized or required to withhold this information under Division 2, Part 2 of FIPPA.

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, ss. 17, 21, 22 and 25.

Authorities Considered: B.C.: Order 00-23 2000 CanLII 7843 (BC IPC); Order 01-53, 2001 CanLII 21607 (BC IPC); Order 02-38 2002 CanLII 42472 (BC IPC); Order 03-02 2003 CanLII 49166 (BC IPC); Order 04-15, Re, 2004 CanLII 7271 (BC IPC); Order F06-03 2006 CanLII 13532 (BC IPC); Order F07-13, 2007 CanLII 30398 (BC IPC); Order F08-22, 2008 CanLII 70316 (BC IPC); Order F12-03, 2012 BCIPC 3 (CanLII); Order F14-04, 2014 BCIPC 4 (CanLII); Order F15-23, 2015 BCIPC 25; Order F15-26 2015 BCIPC 28 (CanLII).

Cases Considered: *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, 2014 SCC 31; *Merck Frosst Canada Ltd. v. Canada (Health)*, 2012 SCC 3.

INTRODUCTION

[1] This inquiry pertains to a request to the B.C. Pavilion Corporation (“PavCo”) for records used to process the applicant’s earlier request for records. The applicant’s earlier request related to payments by the BC Lions Football Club Inc. (“BC Lions”) and Canadian Football League (“CFL”) to PavCo.

[2] PavCo responded by disclosing most of the information, but denying access to the remaining information under s. 13 (policy advice or recommendations) of the *Freedom of Information and Protection of Privacy Act* (“FIPPA”) and on the basis that other information was outside the scope of the applicant’s request.¹ The applicant was not satisfied with PavCo’s decision to withhold this information, and he requested a review from the Office of the Information and Privacy Commissioner (“OIPC”).

[3] After the applicant requested a review, PavCo withdrew its application of s. 13.² However, it applied s. 17 (disclosure harmful to the financial or economic interests of a public body) and s. 21 (disclosure harmful to the business interests of a third party).³ Although PavCo is also withholding some information under s. 22,⁴ (disclosure an unreasonable invasion of personal privacy), that exception was not listed as an issue in the Fact Report or the Notice of Inquiry that was provided to the parties at the start of this inquiry. The parties did not refer to this information or s. 22 in their submissions. However, as s. 22 is a mandatory provision of FIPPA and PavCo has severed information on that basis, I will consider it. PavCo also continued to withhold some information on the basis that the information is outside of the scope of the applicant’s request.⁵

[4] OIPC mediation did not resolve all of the matters in dispute, and the applicant requested an inquiry. A written inquiry was held. PavCo provided initial and reply submissions, and the applicant provided initial submissions. The BC Lions was also invited to participate in this inquiry because some of the disputed information includes payments made by the BC Lions to PavCo. The BC Lions made an initial submission.

[5] The issues in this inquiry are:

¹ OIPC Investigator’s Fact Report at para. 2.

² Public body’s initial submission at para. 13.

³ Public body’s initial submission at para. 13.

⁴ Page 55 of the records.

⁵ Public body’s initial submission at para. 14 and at p. 56 of the disputed records.

1. Is PavCo authorized by FIPPA to withhold information from a responsive record on the basis the information is out of the scope of the applicant's request?
2. Is PavCo authorized by s. 17 of FIPPA to refuse access to the requested information?
3. Is PavCo required by s. 21(1) of FIPPA to refuse access to the requested information?
4. Is PavCo required by s. 22 of FIPPA to refuse access to the requested information?

[6] Section 57(1) of FIPPA provides that PavCo has the burden of proof with respect to ss. 17 and 21(1), and s. 57(2) provides that the applicant has the burden with respect to s. 22. FIPPA is silent on the burden of proof involving cases where information has been severed on the basis that it is out of scope. Previous orders have established that the public body bears the burden of establishing that information is excluded from the scope of FIPPA.⁶

DISCUSSION

[7] **Background**—The applicant is a journalist. PavCo is a provincial crown corporation that operates BC Place Stadium (“BC Place”).⁷ PavCo has entered into contracts with both the BC Lions and the Vancouver Whitecaps sports teams for the use of BC Place.⁸

[8] In a previous access request, the applicant requested payments PavCo received from the BC Lions.⁹ In response, PavCo created a spreadsheet with aggregate payment information for services rendered and disclosed it to the applicant.¹⁰ The applicant's current request is for all the records related to the processing of his previous request.¹¹

[9] **Records in dispute**—PavCo identified 56 pages of records responsive to the applicant's request. The records include letters, emails and financial spreadsheets. PavCo disclosed almost all of the responsive records. The information PavCo is withholding is as follows:

⁶ See Order F15-26 2015 BCIPC 28 (CanLII), at para. 5 citing orders Order 170-1997, 1997 CanLII 1485 (BCIPC); Order 03-14, 2003 CanLII 49183 (BC IPC); Order F13-23, 2013 BCIPC 30 (CanLII).

⁷ Affidavit of PavCo's Interim President and Chief Executive Officer at para. 4.

⁸ Affidavit of PavCo's Interim President and Chief Executive Officer at para. 17. The Vancouver Whitecaps were not invited to make submissions at this inquiry because none of their payments to PavCo are in dispute at this inquiry. The applicant's request for information about payments by the Whitecaps to PavCo is the subject of Order F15-46.

⁹ Applicant's initial submission at para. 5.

¹⁰ Public body's initial submission at para. 7.

¹¹ Applicant's initial submission at para. 16.

- a) A column of information in a spreadsheet¹² containing the amounts the BC Lions and the CFL¹³ paid PavCo for goods and services, which PavCo is withholding under ss. 17 and 21. The severed payment information is for items such as rent and access to food and beverage services during events at BC Place. I will refer to this as the “payment information”.
- b) The name of an employee who prepared the payment information on page 55, which PavCo is withholding under s. 22 of FIPPA; and
- c) File numbers from the subject line and body of an email (“Email”)¹⁴, which PavCo is withholding on the basis that this information is out of the scope of the applicant’s request.

Preliminary Matters

[10] **Public interest disclosure**—The applicant submits that it is in the public interest to disclose this information.¹⁵ Section 25 requires public bodies to disclose information that is clearly in the public interest. Section 25 was not identified as an issue in the OIPC Investigator’s Fact Report or the Notice of Inquiry that was issued to the parties. Past orders and decisions of the OIPC have said parties may raise new issues at the inquiry stage, only if they request and receive prior permission to do so.¹⁶

[11] The applicant had an opportunity during OIPC mediation in which to raise s. 25 of FIPPA. He does not explain why he did not raise the issue prior to his initial submission or why he should be permitted to raise s. 25 at this late stage. Absent any such explanation, I cannot see why he should be permitted to address s. 25 here. I therefore will not consider s. 25 any further.

[12] **Non-responsive information**—PavCo is withholding file numbers from the subject line and body of the Email on the basis that this information is out of the scope of the applicant’s request. The issue of whether PavCo is authorized under FIPPA to withhold information on this basis was included in the OIPC Fact Report. In support of its position, PavCo relies on previous OIPC orders that PavCo submits have “repeatedly confirmed the ability of public bodies to exclude unresponsive information from otherwise responsive records without having to invoke one of the statutory exceptions from disclosure.”¹⁷ PavCo also submits

¹² At p. 55 of the spreadsheet.

¹³ The CFL was invited to participate in this inquiry but chose not to make submissions.

¹⁴ At p. 56 of the records.

¹⁵ Applicant’s initial submission at para. 49.

¹⁶ Order F12-03, 2012 BCIPC 3 (CanLII) at para. 6.

¹⁷ Public body’s initial submission at para. 37. PavCo cites Order 00-23, 2000 CanLII 7843 (BC IPC); Order 04-15, 2004 CanLII 7271 (BC IPC); Order F07-13, 2007 CanLII 30398 (BC IPC); and Order F06-03, 2006 CanLII 13532 (BC IPC), in support of its position regarding severing information on the basis that it is out of the scope of the applicant’s request.

that orders in Ontario and Alberta have also confirmed that public bodies may exclude information on the basis that it is out of scope.¹⁸

[13] The applicant did not make any submissions in regards to the information the public body has held on the basis that it is out of scope.

[14] In my view, FIPPA does not permit public bodies to withhold information on the basis that it is out of the scope or non-responsive to an applicant's request. The issue is one of statutory interpretation. Section 4(1) gives an applicant a right of access to any record in the custody or control of a public body, subject to limits set out in s. 4(2). If a public body decides to refuse access to information in accordance with s. 4(2), s. 8(1)(c)(i) of FIPPA requires the public body to give reasons for refusing the information and to cite the provision of FIPPA on which the refusal is based. Therefore, it is not open to a public body to withhold information unless the public body can cite a provision of FIPPA on which the refusal is based.

[15] The reasons the orders PavCo cites for withholding information on the basis that it is non-responsive to an applicant's request vary. In Order 00-23 for example, the applicant did not take issue with the information the public body had severed on the basis that it was out of scope.¹⁹ In Order F07-13, the adjudicator determined that the information marked out of scope was non-responsive to the applicant's request; therefore she did not need to consider whether the applicant was entitled to have access to that information.²⁰

[16] My approach is consistent with Order F15-23,²¹ which was recently issued. In that Order, Deputy Commissioner Michael McEvoy held that FIPPA does not authorize a public body to withhold a portion of a record on the basis that the excerpt is not responsive to the applicant's request.²² I adopt and apply his analysis here. For the reasons set out in Order F15-23, I find that PavCo is not authorized to withhold portions of the Email on the basis that they are outside the scope of the request. PavCo must therefore process the applicant's request and respond to him as required by Part 1 and 2 of FIPPA.

[17] **Harm to the financial interests of a public body (s. 17)**—Section 17(1) of FIPPA authorizes a public body to refuse to disclose information if disclosure could reasonably be expected to harm the financial or economic interests of a public body. This section contains a number of clauses. Former Commissioner Loukidelis determined that these clauses are examples, and that s. 17(1) may

¹⁸ In support of its position, PavCo cites Ontario Order P-880 1995 CanLII 6411 (ON IPC) and Alberta Order 97-020, 1998 CanLII 18626 (AB OIPC).

¹⁹ Order 00-23 at p. 3.

²⁰ Order F07-13, 2007 CanLII 30398 (BC IPC) at para. 10.

²¹ Order F15-23, 2015 BCIPC 25.

²² That order uses the terms "out of scope" and "non-responsive" interchangeably.

apply if the words of the opening clause are met.²³ The parts of s. 17(1) that PavCo relies on in this case are as follows:

17(1) The head of a public body may refuse to disclose to an applicant information the disclosure of which could reasonably be expected to harm the financial or economic interests of a public body or the government of British Columbia or the ability of that government to manage the economy, including the following information:

...

(b) financial, commercial, scientific or technical information that belongs to a public body or to the government of British Columbia and that has, or is reasonably likely to have, monetary value;

...

(d) information the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in undue financial loss or gain to a third party;

...

(f) information the disclosure of which could reasonably be expected to harm the negotiating position of a public body or the government of British Columbia.²⁴

[18] Section 17 is a harms-based exception. In *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, the Supreme Court of Canada set the standard for harms-based exceptions such as s. 17 as follows:

This Court in *Merck Frosst*²⁵ adopted the “reasonable expectation of probable harm” formulation and it should be used wherever the “could reasonably be expected to” language is used in access to information statutes. As the Court in *Merck Frosst* emphasized, the statute tries to mark out a middle ground between that which is probable and that which is merely possible. An institution must provide evidence “well beyond” or “considerably above” a mere possibility of harm in order to reach that middle ground...²⁶

[19] In order to rely on s. 17(1), PavCo must establish that disclosure of the information in dispute could reasonably be expected to harm the financial or economic interests of a public body or the government of British Columbia, or the ability of that government to manage the economy.

²³ See Order F08-22 2008 CanLII 70316 (BC IPC), at para. 43.

²⁴ Subsections 17(1)(b), (d) and (f) are listed on p. 55 of the severed records.

²⁵ *Merck Frosst Canada Ltd. v. Canada (Health)*, [2012] 1 SCR 23, 2012 SCC 3 (CanLII).

²⁶ *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, 2014 SCC 31 at para. 54.

[20] **Parties' positions regarding s. 17(1)**—PavCo submits that because it has entered into contracts with both the BC Lions and the Vancouver Whitecaps for the use of BC Place,²⁷ disclosing the disputed information would allow each team to “compare the particular terms of their respective agreements.”²⁸ This would, PavCo argues, “inevitably weaken BC Place’s negotiating position and, in turn, prompt either team to demand that their financial terms for certain items be changed.”²⁹ PavCo’s Interim President and Chief Executive Officer (“CEO”) deposes as follows:

In my business experience...the tenant with the perceived less advantageous business terms would use the Line-By-Line Payment Information to persuasively attempt the negotiation of new terms that are less favorable to BC Place, PavCo, and the taxpayers of the Province. As a business reality, there is a clear and direct connection between the disclosure of the Line-By-Line Payment Information and the harm that would result from it.³⁰

[21] In addition, the CEO deposes that disclosing the information could harm PavCo’s general business relationship with the BC Lions³¹ and would be harmful to PavCo’s negotiations with future clients.³²

[22] The applicant submits that there is no harm in disclosing the severed information; therefore, s. 17 does not authorize PavCo to withhold this information.³³ The BC Lions take no position on the application of s. 17 to the disputed information.³⁴

[23] **Analysis and finding regarding s. 17(1)**—PavCo submits that disclosing the information in dispute could reasonably be expected to harm PavCo’s ability to generate revenue from BC Place because current and prospective lessees will demand more advantageous terms to the financial detriment of PavCo.

[24] However, I find that PavCo’s evidence does not demonstrate a clear and direct connection between disclosure of the disputed information and these alleged harms, nor any of the other harms set out in ss. 17(1)(b), (d) and (f).

[25] For example, PavCo does not explain how disclosing the amount of rent the BC Lions paid PavCo for the use of BC Place would oblige PavCo to agree to rent BC Place to another tenant for the same amount. PavCo has also made

²⁷ Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 17.

²⁸ Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 17.

²⁹ Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 17.

³⁰ Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 19. (Underline in original.)

³¹ Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 20.

³² Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 22.

³³ Applicant’s initial submission at para. 49.

³⁴ Submission of the BC Lions at para. 4.

assertions that agreeing to rent BC Place to another tenant for the same amount the BC Lions pay would be detrimental to PavCo's financial interests, but it does not explain how this would be so nor is it intuitively evident how this would be the case.³⁵ Further, PavCo acknowledges that although it consistently negotiates certain items such as rent and advertising, "[e]ach tenant's contract reflects a complex balancing of commercial terms that meet the needs of both the tenant and of PavCo."³⁶ This recognition, that each contract poses, in effect, a unique set of circumstances undermines PavCo's submission that one tenant's payments could harm future negotiations with other tenants. For all the above reasons, I find that PavCo has not established that s. 17(1) authorizes it to withhold any of the information in dispute.

[26] As I have determined that s. 17(1) does not authorize PavCo to withhold the payment information, I will now consider if s. 21 of FIPPA requires PavCo to withhold it.

[27] **Reasonable expectation of harm to a third party (s. 21)**—Section 21(1) requires public bodies to withhold information if disclosing it could reasonably be expected to harm a third party's business interests. Section 21(1) is as follows:

- 21(1) The head of a public body must refuse to disclose to an applicant information
 - (a) that would reveal
 - (i) trade secrets of a third party, or
 - (ii) commercial, financial, labour relations, scientific or technical information of or about a third party,
 - (b) that is supplied, implicitly or explicitly, in confidence, and
 - (c) the disclosure of which could reasonably be expected to
 - (i) harm significantly the competitive position or interfere significantly with the negotiating position of the third party,
 - (ii) result in similar information no longer being supplied to the public body when it is in the public interest that similar information continue to be supplied,
 - (iii) result in undue financial loss or gain to any person or organization, or
 - (iv) reveal information supplied to, or the report of, an arbitrator, mediator, labour relations officer or other person

³⁵ Public body's initial submission at para. 31.

³⁶ Public body's initial submission at para. 28.

or body appointed to resolve or inquire into a labour relations dispute.

[28] All the parts of s. 21(1) must be met in order for the section to apply.

[29] PavCo does not make submissions or present evidence as to the applicability of s. 21 to the disputed information. Instead, PavCo says that it adopts the argument and evidence of the BC Lions in this inquiry.³⁷

[30] I will now consider each part of s. 21(1) in turn.

[31] **Commercial, Financial, or Technical information**—The disputed payment information is the amounts the BC Lions and the CFL paid to PavCo for goods and services at BC Place. I find that the information is both commercial and financial information.³⁸

[32] **Supply of information**—I will next consider whether disclosure would reveal information that was "supplied, implicitly or explicitly, in confidence" as set out in s. 21(1)(b). The meaning of supplied has been examined in many orders.³⁹ Determining whether disclosure would reveal information that has been supplied in confidence is a two-part analysis. The first part is whether the information was supplied. The second part is whether the information was supplied implicitly or explicitly in confidence. Given my finding below, I have only had to consider whether the information is "supplied" information.

Supplied

[33] The BC Lions explain that the payment information at issue is what they paid PavCo for such things as rent, food and beverage services, merchandise sales, promotions, loyalty events and special events, and it was provided to PavCo in confidence.⁴⁰ They submit that the payment information was calculated using formulas set out in its contract with PavCo.⁴¹ They also submit that if the payment information is disclosed it could be combined with the

³⁷ Public body's initial submission at para. 34. In addition, as the CFL was invited to participate in this inquiry but chose not to make submissions, I have relied entirely on the submissions of the BC Lions in considering whether s. 21(1) requires PavCo to withhold the payment information.

³⁸ None of the parties to this inquiry disputed that the information was commercial and financial information.

³⁹ See for example, Order F14-04, 2014 BCIPC 4 (CanLII) and Order 03-02, 2003 CanLII 49166 (BC IPC).

⁴⁰ BC Lions' initial submissions, paras. 6 & 17.

⁴¹ Affidavit evidence of the Executive Assistant to the President and Chief Executive Officer, General Manager and Vice President of Football Operations and Head Coach with the B.C. Lions at para. 6.

formulas in the contract to allow inferences to be drawn regarding their sensitive business and financial information.⁴² The BC Lions submit:

Here, releasing the Redacted Information in a disaggregated form would allow inferences to be drawn regarding sensitive business and financial information of the BC Lions. For example, releasing detailed breakdowns of financial information regarding merchandise sales, promotions, loyalty events and the costs of special events such as the Grey Cup and Vanier Cup will allow access to the financial and commercial affairs of a private company in a manner that is precluded by section 21(1) of FIPPA.⁴³

Analysis

[34] The fundamental question before me is whether the information in dispute – in this case the payment information – was “supplied” by the BC Lions. This is a necessary clarification because the BC Lions argue that if the payment information were disclosed it could be combined with other information that would allow the applicant to infer the BC Lions’ sensitive business information. Whether or not this claimed combination would permit such an inference is not germane to the issue of whether the payment information is in the first instance supplied. The “inference by combination” argument may be relevant to the third branch of the s. 21 test which asks whether disclosure of the information would harm the third party. In short the BC Lions’ argument attempts to turn s. 21 on its head by using a harms-based argument to claim something has been supplied.

[35] On the issue of whether the payment information was supplied, I find that it was not. The payment information represents dollar amounts recorded by PavCo that are themselves derived from a negotiated agreement between the parties. Therefore, the payment information cannot be construed as being “supplied” by the BC Lions to PavCo under s. 21.

[36] In conclusion, I find that PavCo has not established that disclosure of the payment information would reveal information that was “supplied”.

[37] **Harm to third party interests**—Even though it is unnecessary for me to do so, I will consider whether disclosure of the information PavCo severed under s. 21 could reasonably be expected to cause one of the outcomes enumerated in s. 21(c). Although the BC Lions make several arguments as to why disclosure of the disputed information could reasonably be expected to harm its business interests, I find that the BC Lions and PavCo (who is relying entirely on the submission of the BC Lions to demonstrate that s. 21 applies), do not demonstrate a clear and direct connection between disclosing the disputed information and these alleged harms. For example, the BC Lions’ Executive

⁴² Submission of the BC Lions at paras. 16 and 26.

⁴³ BC Lions’ initial submissions, para. 16.

Assistant deposes that disclosing the disputed information would give the BC Lions' competitors an advantage when bidding on events like the Grey Cup because they would know what the BC Lions' expenses are.⁴⁴ However, the BC Lions do not explain further what this disadvantage would be, or how disclosure of the disputed information could reasonably be expected to result in the "significant harm" and "undue leverage" they allege would result.⁴⁵

[38] In regards to the payment information made by the CFL to PavCo, PavCo presents no submissions or evidence about whether the disclosure of that information could reasonably be expected to harm the business interests of a third party.

[39] For the above reasons, I find that, even if the disputed information had been supplied in confidence as required by s. 21(1)(b), disclosure could not reasonably be expected to result in any of the harms in s. 21(1)(c). PavCo is therefore not required by s. 21 to withhold any of the disputed information it has severed under that section.

[40] **Third party personal information (s. 22)**—PavCo is withholding the name and position title of an individual who prepared the payment information that is in dispute under s. 22 of FIPPA.

[41] Section 22 requires public bodies to withhold personal information if disclosing it would be an unreasonable invasion of a third party's personal privacy.

[42] The method for determining whether s. 22 applies is well-established.⁴⁶ The first step is to determine whether the disputed information is "personal information" as defined in Schedule 1 of FIPPA. Schedule 1 of FIPPA states that personal information "means recorded information about an identifiable individual other than contact information."⁴⁷ Schedule 1 of FIPPA states that contact information "means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual."⁴⁸ I find that the name and position title PavCo is withholding under s. 22 is, in the context of this particular record, contact information. It identifies who prepared the record, but it also is there in order to enable the individual to be contacted at his place of business. PavCo must therefore disclose it because it is not personal information and s. 22 does not apply.

⁴⁴ Affidavit evidence of the Executive Assistant to the President and Chief Executive Officer, General Manager and Vice President of Football Operations and Head Coach with the B.C. Lions at para. 35.

⁴⁵ Third party's submission at paras. 22 and 23.

⁴⁶ See, for example, Order 01-53, 2001 CanLII 21607 (BC IPC), beginning at para. 22.

⁴⁷ Schedule 1 of FIPPA.

⁴⁸ Schedule 1 of FIPPA.

CONCLUSION

[43] In summary, I have determined that PavCo is not authorized by s. 17(1) or required by s. 21(1) to withhold any of the disputed information. I have also determined that s. 22 of FIPPA does not require PavCo to withhold the name and position title of the individual who prepared the payment information. In addition, I have determined that PavCo is not authorized to withhold information from the Email on the basis that it is out of the scope or non-responsive to the applicant's request.

ORDER

[44] For reasons given above, under s. 58 of FIPPA, I order that:

1. PavCo is not authorized by FIPPA to refuse to disclose information in the Email on page 56 on the basis that the information is out of scope. PavCo is required to respond to the applicant's request as it relates to that Email, withholding only information that it is authorized or required to withhold under Part 1 and 2 of FIPPA.
2. PavCo is not authorized or required to refuse the applicant access to the information it is withholding under ss. 17, 21(1) and 22 of FIPPA, and it must provide this information to the applicant.
3. PavCo must comply with this Order by October 16, 2015. PavCo must also concurrently send the OIPC's Registrar of Inquiries a copy of its cover letter to the applicant, together with a copy of the records.

September 2, 2015

ORIGINAL SIGNED BY

Caitlin Lemiski, Adjudicator

OIPC File No.: F13-53316