Order F23-32

CITY OF VANCOUVER

Allison J. Shamas
Adjudicator

April 25, 2023

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Summary: The applicant requested information from the City of Vancouver related to the rezoning of the property surrounding Crofton Manor, a senior's care facility in the City. The City disclosed the responsive records but withheld some information under s. 21(1) (harm to third party business interests) and s. 22(1) (unreasonable invasion of personal privacy) of the *Freedom of Information and Protection of Privacy Act* (FIPPA). The adjudicator confirmed the City's decision under s. 21 in part, and its decision under s. 22 in full, and ordered the City to disclose some information incorrectly withheld under s. 21 to the applicant.

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, [RSBC 1996] c. 165, ss. 2(1)(a), 21(1)(a), 21(1)(b), 21(1)(c)(i), (ii) and (iii), 22(1), 22(2)(a), 22(2)(f) and 22(2)(h).

INTRODUCTION

[1] The applicant requested records from the City of Vancouver (the City) related to the rezoning of Crofton Manor, a senior's care facility located at 2803 West 41st Avenue, Vancouver, BC.

[2] The City disclosed responsive records to the applicant, but withheld some information under s. 21(1) (harm to third party business interests) and s. 22(1) (unreasonable invasion of personal privacy) of the *Freedom of Information and Protection of Privacy Act* (FIPPA). The applicant asked the Office of the Information and Privacy Commissioner (OIPC) to review the City's decision. Mediation did not resolve the matter and it proceeded to inquiry.

PRELIMINARY ISSUES

Approach to Submissions

[3] The business interests of four third parties are affected by the applicant's request. These parties are Wall Financial Group (Wall Financial), Revera Inc. (Revera), Number Ten Architectural Group (Number TEN) and Perkins & Will. Initially, the OIPC invited Wall Financial and Number TEN to participate.[1] The applicant, the City, and jointly Wall Financial and Number TEN filed submissions in accordance with the OIPC's usual process. My review of these submissions revealed that the business information of Revera Inc. (Revera) was also affected by the inquiry. Accordingly, I directed that a formal invitation to participate be sent to Revera and established a new timeline for submissions.

[4] After reviewing the other parties' submissions, Revera provided a brief submission in which it affirmed that it treated the records in dispute confidentially and adopted the submissions filed by Wall Financial and Number TEN. In response to Revera's submission, the City filed a brief response in which it adopted Revera's submission about confidentiality.[2] While the City's response was late, as it adds no new evidence or argument, I see no prejudice to any party in considering it. In determining this inquiry, I considered all of the submissions filed by the parties.

[5] Finally, as Wall Financial and Number TEN filed joint submissions and Revera adopted those submissions, I will refer to Wall Financial, Number TEN, and Revera collectively as the "Third Parties".

The Applicant's Submission

[6] The majority of the applicant's submission concerns the right of citizens to information about how a rezoning process is proceeding where a large tract of land is sought to be redeveloped in a residential neighbourhood.

[7] In determining the issues before me, I considered the applicant's submission insofar as it relates to ss. 21, 22, and the purpose underlying FIPPA of "giving the public a right of access to records".[3] I will only refer to the applicant's submission (or that of any party) where it is necessary in adjudicating the issues before me.

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[1] Revera did not receive a formal invitation because it advised the OIPC that it did not wish to participate.
[2] The City's additional submissions is in an email communication dated April 24, 2023.
[3] FIPPA, s. 2(1)(a).

ISSUES

[8] The issues to be decided in this inquiry are whether the City is required to refuse to disclose the information at issue under ss. 21(1) and 22(1) of FIPPA.

[9] Sections 57(1) and 57(3)(b) of FIPPA place the burden on the City and the Third Parties to prove that the applicant has no right of access to the information withheld under s. 21(1). While under s. 22(1) the City has the initial burden to establish that the information in dispute is personal information about a third party, s. 57(2) places the burden on the applicant to prove that disclosure of personal information in the records would not be an unreasonable invasion of a third party's personal privacy.

DISCUSSION

Background

[10] Crofton Manor is a seniors' care facility (the Facility) situated on a 5.65-acre property located at 2803 West 41st Avenue in Vancouver (the Site). Wall Financial owns the Site and Revera operates the Facility.

[11] In 2017, Wall Financial and Revera began working together to explore options for further development of the Site and Facility. Wall Financial hired Perkins & Will to develop design options for the Site and Revera hired Number TEN to develop design options for the Facility. In 2018 Wall Financial began a "rezoning enquiry" process with the City. A rezoning enquiry is a voluntary, fee-based process through which a proponent proposing to rezone City land can seek preliminary advice from City staff before submitting a formal application for rezoning. The process involves a written submission from the proponent followed by feedback and guidance from the City. Through the process, Wall Financial and Revera submitted information and architectural drawings prepared by Number TEN and Perkins & Will (the Architectural Firms). Also, as part of the process, in 2019, Wall Financial hosted an Open House for the community surrounding the Site to obtain feedback and inform the public about the development.

[12] As of the date of the parties' inquiry submissions, Wall Financial and Revera had not yet filed a formal rezoning application.

[13] The applicant requested records from the City related to the rezoning of the Facility and Site for the period from February 1, 2020 to June 10, 2020. The rezoning enquiry process described above was ongoing during this period. As a result, the responsive records relate to the rezoning enquiry process and public consultation.

Records and Information in Dispute

[14] The City provided 86 pages of responsive records and withheld information from 43 of those pages. The majority of the redacted information was withheld under s. 21(1), with a small amount of information withheld under s. 22(1).

Section 21(1) – Harm to Third Party Business Interests

[15] Section 21(1) requires a public body to withhold information if its disclosure could reasonably be expected to harm the business interests of a third party. The relevant sections of s. 21 are as follows:

> 21(1) The head of a public body must refuse to disclose to an applicant information
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> (a) that would reveal
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> …
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> (ii) commercial, financial, … or technical information of or about a third party,
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> (b) that is supplied, implicitly or explicitly, in confidence, and
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> (c) the disclosure of which could reasonably be expected to
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> (i) harm significantly the competitive position or interfere significantly with the negotiating position of the third party,
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> (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.

[16] The principles for applying s. 21(1) are well established. The City and/or the Third Parties must establish each of the following elements in order for s. 21(1) to apply:

- Disclosure would reveal one or more of the types of information listed in s. 21(1)(a);
- The information was supplied, implicitly or explicitly, in confidence under s. 21(1)(b); and
- Disclosure of the information could reasonably be expected to cause one or more of the harms in s. 21(1)(c).[4]

[4] See for example Order F22-55, 2022 BCIPC 62 (CanLII) at para. 10, Order F21-29, 2021 BCIPC 37 (CanLII) at para. 11 and Order F22-54, 2022 BCIPC 61 (CanLII) at para. 12.

[17] Information that does not satisfy all three subsections may not be withheld under s. 21(1). Thus, in considering each section, I will only consider the information that satisfies the preceding sections.

Type of Information – s. 21(1)(a)

[18] The City and the Third Parties categorize the withheld information as commercial and technical information. While FIPPA does not define commercial or technical information, previous OIPC orders provide the following guidance:

- Technical information is "information belonging to an organized field of knowledge falling under the general categories of applied science or mechanical arts."[5] The term "usually involves information prepared by a professional with the relevant expertise, and describes the construction, operation or maintenance of a structure, process, equipment or entity."[6]

- "Commercial information" relates to a commercial enterprise but need not be proprietary in nature or have an independent market or monetary value. The information itself must be associated with the buying, selling or exchange of the entity's goods or services. An example is a price list, or a list of suppliers or customers. Another example is a third-party contractor's proposed and actual fees and percentage commission rates and descriptions of the services it agreed to provide to a public body. Financial information often has been applied, together with commercial information, in a proposal or contract about the goods and services delivered and the prices that are charged for those goods or services.[7]

Findings and Analysis

[19] The City withheld information from architectural drawings of the Site and Facility prepared by the Architectural Firms, the body of six email communications from an architect at Perkins & Will to City officials, and minutes from a meeting between representatives of the City, Wall Financial, and Perkins & Will. For the reasons set out below, I find that all of the withheld information is commercial or technical information within the meaning of s. 21(1)(a)(ii).

[5] See for example Order F14-37, 2014 BCIPC 40 at para. 41, Order F20-46, 2020 BCIPC 55 (CanLII) at para. 24, Order F13-19, 2013 BCIPC 26 at paras. 11-12, Order F12-13, 2012 BCIPC 18 at para. 11, Order F20-23 2020 BCIPC 27 at para. 13.
[6] See for example Order F20-04, 2020 BCIPC 4 at para. 21, Order F20-46, 2020 BCIPC 55 (CanLII) at para. 24, Order F13-19, 2013 BCIPC 26 at paras. 11-12, Order F12-13, 2012 BCIPC 18 at para. 11, and Order F20-23 2020 BCIPC 27 at para. 13.
[7] Order F13-20, 2013 BCIPC 27 at para 14. See also Order 01-36, 2001 CanLII 21590 (BC IPC) at para. 17, and Order F08-03, 2008 CanLII 13321 (BC IPC) at para. 62.

Architectural Drawings

[20] The architectural drawings fit squarely within the definition of technical information. They belong to an organized field of knowledge in the mechanical arts, were prepared by a professional with the relevant expertise,[8] and describe the construction of a structure. Furthermore, in past orders, the OIPC has ruled that architectural drawings are technical information.[9] I find that the architectural drawings are technical information.

Emails – Architect's Specifications and Thought Processes

[21] The body of five emails of the emails from the architect to the City include detailed specifications and in some instances the architect's thought processes about the plans for the Site. This information belongs to an organized field of knowledge in the mechanical arts, was prepared by a professional with the relevant expertise, and describes the construction of a structure. Furthermore, past OIPC orders confirm that technical information is protected not only when it is in the form of a final work product, but also in the form of emails which contain technical information.[10] I find that the information in the five emails is technical information.[11]

Email – Architect's Inquiry about Calculating Community Amenity Contribution

[22] The body of the sixth contains the architect's assumptions about the calculation of the community amenity contribution (CAC) for the Site, and seeks guidance from the City about the accuracy of these assumptions.

[23] The email contains the architect's breakdown of the cost of the required contribution to the City if Wall Financial proceeds with a rezoning application. While the information is in the form of a question about the accuracy of the assumptions he used to arrive at the calculation, in substance it is the architect's proposal to the City regarding the value of the CAC for the project.

[24] The information is effectively a breakdown of proposed fees. It is similar to the breakdowns of specific contract amounts that past orders have found to be commercial information.[12] Moreover, as set out in the definition of commercial

[8] It is clear from a review of the drawings themselves and the affidavit evidence of the CEO of Wall Financial that the drawings were prepared by professional architects.
[9] See Order F20-04, 2020 BCIPC 4 (CanLII) at para. 22.
[10] See for example Order F19-11, 2019 BCIPC 13 (CanLII) at para. 14.
[11] Some of these emails also include introductory statements, requests for information, and information about meeting arrangements. As discussed in paragraphs 29 – 31 below, this information is not captured by s. 21(1)(a).
[12] See for example Order F05-09, 2005 CanLII 11960 (BC IPC), Order F14-58, 2014 BCIPC 62 (CanLII), Order F16-39, 2016 BCIPC 43 (CanLII), and Order F18-20, 2018 BCIPC 23 (CanLII).

information above, both proposed and actual fees have been found to be commercial information. I find that this information is commercial information.[13]

Meeting Minutes

[25] The minutes contain technical specifications about the designs for the Site and facility prepared by the Architectural Firms, advice from City officials about those technical specifications, and general advice from the City about rezoning applications.[14]

[26] For the reasons set out above in respect of the emails, I find that the technical specifications in the minutes are technical information.

[27] The City's advice about the technical information is highly detailed and references specific technical information from the Architectural Firms. I also find that the advice from City officials about the technical information is captured by s. 21(1)(a) because disclosing that advice would "reveal technical information" within the meaning of the section.

[28] Finally, the general advice from City officials about rezoning does not fit easily under any category of information protected by s. 21(1)(a). However, I need not determine this issue because, as set out below, this information was clearly not "supplied" by the Third Parties as required by s. 21(1)(b).

Introductory Statements, Requests for Information, and Meeting Arrangements

[29] In addition to the information that I have found is commercial or technical information, the emails and meeting minutes discussed above also include introductory statements, requests for information from the City, and information about meeting arrangements.

[30] I find that this information is not captured by s. 21(1)(a) as it does not fit the definition of commercial or technical information set out above. The introductory information and questions are too general to be, reveal, or lead to an accurate inference about any technical or commercial information. Past OIPC decisions confirm that this kind of general information is not captured by s. 21(1)(a).[15] The meeting arrangement information is administrative and does not contain technical or commercial information. Again, past OIPC decisions have held that meeting arrangements are not captured by s. 21(1)(a)(ii).[16]

[31] Section 4(2) of FIPPA provides that if information that is excepted from disclosure can reasonably be severed from a record, an applicant has a right of

[13] Not all of the information in the email is captured by s. 21(1)(a). See paragraphs 29 - 31 below.
[14] The minutes also contain introductory statements and meeting arrangements. As discussed in paragraphs 29 - 31 this information is not captured by s. 21(1)(a).
[15] See for example Order F14-40, 2014 BCIPC 43 (CanLII) at para. 36.
[16] Order F19-05, 2019 BCIPC 6 (CanLII) at para. 21 and Order F13-20, 2013 BCIPC 27 at para. 15.

access to the remainder of the record. While the information described above is fairly inconsequential, the applicant is nonetheless entitled to it because the portions of the records that contain or would reveal technical and commercial information can reasonably be severed in accordance with s. 4(2).[17]

Supplied in Confidence – s. 21(1)(b)

[32] For s. 21(1)(b) to apply, the technical and commercial information must have been supplied to the public body in confidence. There are two steps to this analysis – whether the information was "supplied," and if so, whether the supply was "in confidence".

Was the information "supplied"?

[33] The City submits that it is obvious on the face of the s. 21(1) information that it was supplied to the City because it is or was attached to email communications sent to the City. The Third Parties argue that the information was "supplied" to the City because it was provided to the City by or on behalf of the Third Parties, and was not created by the City or the product of negotiation.

[34] The City's argument places form over substance. The issue is not how the records containing the information were sent to the public body, but rather whether the information at issue is the kind of "immutable third-party business information"[18] that s. 21 is intended to protect. A determination as to whether the Third Parties' technical and commercial information was supplied to the City requires an examination of the substance of the information at issue, not just its form.[19]

Findings and Analysis

[35] I find that the architectural drawings and the information that remains at issue in the emails was "supplied" to the City. It was prepared by the Architectural Firms for Wall Financial and Revera to assist them in in exploring options for development of the Site and Facility. It was sent to the City as part of the rezoning enquiry process and was not available to the City other than from the Third Parties.

[36] As set out above, the Meeting Minutes contain three kinds of information: technical information from the Architectural Firms, specific advice from City officials about that technical information, and general advice from City officials about rezoning.

[37] The technical information prepared by the Architectural Firms was prepared for Wall Financial and supplied to the City during a meeting. It was not

[17] The information that is not captured by s. 21(1)(a) is found on pages 3, 14, 19, 33, 34, 35, 48, 49, 54 and 82.
[18] See Order F08- 22, 2008 CanLII 70316 (BC IPC) at para. 60.
[19] *Merck Frosst Canada Ltd. v. Canada (Health),* 2012 SCC 3 (CanLII) at para. 158.

available to the City other than from the Third Parties. I find that it was "supplied" to the City.

[38] I also find that the advice from City officials about the technical information was "supplied" to the City. Past OIPC decisions have held that s. 21(1)(b) can be met in relation to information generated by a public body where the disclosure the information would reveal the underlying confidential information supplied to the public body.[20] The City's advice about the technical information is highly detailed and references specific technical information supplied by the Third Parties. Accordingly, revealing the City's advice would reveal the technical information that was supplied to the City.

[39] However, I find that the general advice from City officials about rezoning was not supplied to the City. This information was supplied by the City, not the Third Parties. It is general in nature, and therefore revealing the City's advice about the rezoning process would not reveal information supplied by the Third Parties. Finally, it would be contrary to the purposes of access to information legislation like FIPPA to withhold information about a public bodies general internal processes.[21] I find that the City's general advice is not captured by s. 21(1)(b).[22]

Was the information supplied "in confidence"?

[40] For s. 21(1)(b) to apply, the information must also be supplied, implicitly or explicitly, "in confidence". In order to succeed the parties resisting disclosure must establish that the Third Parties had an "objectively reasonable expectation of confidentiality" at the time they supplied the information to the City.[23]

[41] Both the City and the Third Parties submit that the information was supplied to the City in confidence because it was submitted through the City's confidential rezoning enquiry process.

[42] In support of its position the City relies on affidavit evidence from a City planner (the Planner) who is familiar both with the rezoning enquiry process in general, and with the process involving the Site.

[43] The Planner explains that a rezoning enquiry is a confidential process through which a proponent can obtain advice and feedback from City officials. She explains that the documentation provided to the City through the rezoning enquiry process is generally preliminary, includes proprietary information, and is considered confidential. She also states that the City continues to treat

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[20] *Merck Frosst, supra* note 19 at paras. 85 and 86. See also Order F21-12, 2021 BCIPC 16 (CanLII) at para. 33 and Order F20-26 BCIPC 55 (CanLII) at para. 30.
[21] *Merck-Frosst supra* note 9 at para. 218.
[22] The information not captured by s. 21(1)(b) is found on page 49 of the records.
[23] Order F18-28, 2018 BCIPC 31 at para. 41, Order 01-36, 2001 CanLII 21590 (BC IPC) at para. 23.

information received through the enquiry process as confidential even after a project proceeds to a formal rezoning application because the project is likely to have changed between the enquiry stage and the application stage. Finally, the Planner deposes that to her knowledge the withheld information has not been made public.

[44] The Third Parties rely on affidavit evidence from the CEO of Wall Financial (the Wall CEO). The Wall CEO states that the rezoning enquiry process is confidential and that Wall Financial's participation in the process was premised on its expectation of confidentiality. The Wall CEO also deposes that Wall Financial routinely engages in similar confidential discussions with local government bodies before filing a formal rezoning application, and that it is well known in the industry that these preliminary discussions are confidential and not intended to be public.

[45] The applicant argues that the rezoning enquiry process should not be confidential. The applicant submits that it there is no law or statement on the City's website that the process is confidential, and that there was no indication during the Open House that the remainder of the rezoning enquiry process would be confidential. She argues that confidentiality over the process leaves no room for public consultation or transparency. Ultimately, it is the applicant's view citizens have a right to understand how a rezoning process is proceeding, and confidentiality should not impede that right.

Findings and Analysis

[46] As the applicant identifies, there is no evidence of an express indication that the rezoning enquiry process is confidential. In circumstances where there is no express indication of confidentiality, all of the circumstances must be considered to determine if there was, nonetheless, a reasonable expectation of confidentiality. The circumstances to be considered are well-established and include whether the information was:

1. communicated to the public body on the basis that it was confidential and that it was to be kept confidential;
2. treated consistently in a manner that indicates a concern for its protection from disclosure by the affected person prior to being communicated to the public body;
3. not otherwise disclosed or available from sources to which the public has access;
4. prepared for a purpose which would not entail disclosure.[24]

[47] I accept the evidence of the Planner and the Wall CEO that all parties involved in the enquiry process understood the process to be confidential and

[24] Order 01-36, 2001 CanLII 21590 (BC IPC) at paras. 24-26. See also Order F21-12, 2021 BCIPC 16 (CanLII), at para. 38, Order F20-41, 2020 BCIPC 49 (CanLII), at para. 20, and Order F20-52, 2020 BCIPC 61 (CanLII), at para. 52.

treated the information in a manner that indicates a concern for its confidentiality. Based on their evidence, I am satisfied that the first two factors suggest that the Third Parties had a reasonable expectation of confidentiality over the information at issue. This determination is inline with Order F21-41 in which another OIPC adjudicator found that the City's rezoning inquiry process was confidential.[25]

[48] The Planner deposes that the City has not disclosed the withheld information to the public, and as a practice does not disclose information received through the enquiry process even after a formal application is made. In his affidavit, the Wall CEO explains that while some information and proposed designs were made public at the Open House, the withheld information was not part of the Open House and remains confidential. I accept the City and Third Parties' evidence about how the information was treated, and I find that the third factor also weighs in favour of a reasonable expectation of confidentiality.

[49] Finally, according to the Wall CEO the information was prepared as part of a process to "explore options and discuss potential prospects for future potential development"[26] of the Facility and Site. The Planner's evidence that the City maintains confidentiality over information received through a rezoning enquiry even after a formal rezoning application has been filed corroborates the Wall CEO's evidence. In my view, preliminary, exploratory information is not the kind of information that would typically be made public. I accept that the information was prepared for a process which would not entail disclosure.

[50] Considering the factors above, I am satisfied that the information the Third Parties supplied to the City was supplied "in confidence."

Reasonable Expectation of Harm - s. 21(1)(c)

[51] The final step in the s. 21 analysis is to determine whether disclosure of the disputed information could reasonably be expected to result in one or more of the harms described in s. 21(1)(c).

[52] The Supreme Court of Canada describes the standard as "a reasonable expectation of probable harm." According to the Supreme Court, this standard is "a middle ground between that which is probable and that which is merely possible."[27] It "refers to an expectation for which real and substantial grounds exist when looked at objectively,"[28] and requires a risk of harm that is "well beyond the merely possible or speculative," but it "need not be proved on the balance of probabilities".[29] The determination of whether the standard of proof has been met is contextual, and how much evidence and the quality of evidence needed to meet this standard will ultimately depend on the nature of the issue

[25] See Order F21-41, 2021 BCIPC 49 (CanLII), at para. 15.
[26] Affidavit of Wall CEO, at para. 10.
[27] *Merck Frosst supra* note 19 at para. 201.
[28] *Merck Frosst supra* note 19 at para. 204.
[29] *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, 2014 SCC 31 at para. 54 [*Ontario (Community Safety)*].

and "inherent probabilities or improbabilities or the seriousness of the allegations or consequences."[30]

[53] In assessing the harm that could result from disclosure of the s. 21(1) information, as in past OIPC's decisions, my analysis proceeds on the basis that disclosure of the information to the applicant should be treated as disclosure to the world.[31]

[54] The City and the Third Parties submit that the disclosure of the disputed information could reasonably be expected to result in the harms described in ss. 21(1)(c)(i), (ii) and (iii). I will address each in turn.

Harm Significantly the Competitive Position or Interfere Significantly with the Negotiating Position of the Third Parties – 21(1)(c)(i)

[55] Section 21(1)(c)(i) provides that the head of a public body must refuse to disclose information to an applicant where disclosure of that information could reasonably be expected to harm significantly the competitive position or interfere significantly with the negotiating position of the third party.

Third Parties' Submission

[56] The City did not address harm under s. 21(1)(c)(i), and instead deferred to the Third Parties on this issue and adopted their submission on the issue.

[57] The Third Parties' argue that disclosing unfinalized information could adversely affect their bargaining position as it could mislead the public and result in public interference about irrelevant issues. In support of this argument, the Third Parties' rely on the evidence of the Wall CEO which mirrors the Third Parties' argument.

[58] The Third Parties also argue that disclosing confidential information prepared by the Architectural Firms could undermine their relationships with current and prospective clients and business partners as disclosure of confidential information would breach the trust and confidence required in these relationships. In support of this argument, the Wall CEO describes the information at issue as "highly confidential and technical,"[32] and expresses a fear that Wall Financial's business partners would refuse to work with it in the future if they believed their confidential technical information could be publicly disclosed.

[59] Finally, the Third Parties argue that disclosure of the disputed information could harm Revera's competitive position. Based on information provided to him by the Revera CEO, the Wall CEO states that the information at issue includes Revera's plans which are unique in the senior's care industry and explains that if

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[30] *Ontario (Community Safety), supra* note 29 at para. 54.
[31] See for example Order 03-33, 2003 CanLII 49212 (BC IPC) at para. 44, Order F11-12, 2011 BCIPC 15 at para. 73.
[32] Affidavit of Wall CEO at para. 38.

the information was disclosed Revera's competitors could gain valuable information at no cost to them, which would allow them to compete with Revera unfairly in a highly competitive industry.

Findings and Analysis

[60] The Third Parties assert three types of harm under s. 21(1)(c)(i). I will address each in turn.

(1) Harm to Wall Financial's negotiations regarding the Site caused by misunderstanding

[61] The Third Parties first argument is that as the information in dispute is preliminary and subject to change, releasing it could mislead the public who may interfere about irrelevant issues and thereby harm Wall Financial's negotiations regarding the potential future re-development of the Site.

[62] I do not accept the premise that the public would be misled by preliminary information. The concepts that preliminary discussions are subject to change, and a potential rezoning application may not proceed are not inherently difficult to understand. Furthermore, the Third Parties have not set out any basis on which to find the disputed information is especially likely to lead to a misunderstanding.

[63] Previous OIPC orders have consistently found that a public body's fears that the public might misinterpret or fail to understand the information, if disclosed, is not a persuasive basis for withholding information under FIPPA.[33] The courts are skeptical about claims that public misunderstanding could reasonably be expected to result in harm under access to information legislation. In *Merck Frosst* Justice Cromwell writing for the majority of the Supreme Court of Canada gave the following caution:

> If taken too far, refusing to disclose for fear of public misunderstanding would undermine the fundamental purpose of access to information legislation. The point is to give the public access to information so that they can evaluate it for themselves, not to protect them from having it. In my view, it would be quite an unusual case in which this sort of claim for exemption could succeed.[34]

[64] I see no basis to depart from these authorities here. The Third Parties do not identify any other means by which the release of preliminary information could harm Wall Financial's negotiations regarding the Site. Accordingly, I find that the Third Parties have failed to establish a reasonable expectation of probable harm in respect of their first argument.

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[33] See for example Order F22-35, 2022 BCIPC 39 (CanLII) at para. 64, Order F11-35, 2011 BCIPC 44 (CanLII) at para. 7, Order F11-23, 2011 BCIPC 29 (CanLII) at para. 40, Order F10-06, 2010 BCIPC 9 (CanLII) at paras. 129-131.
[34] *Merck Frosst, supra* note 19 at para. 224.

(2) Harm to Wall Financial's business relationships through disclosure of confidential information

[65] The Third Parties also argue that disclosing confidential information prepared by the Architectural Firms could undermine Wall Financial's relationships with clients and business partners as the disclosure of confidential information would breach the trust and confidence required in these business relationships.

[66] Based on the evidence before me, I accept that the information at issue was prepared by the Architectural Firms for a confidential process, and that the Wall CEO fears that his company's business partners would refuse to work with it in the future if, as a result of disclosure of the information at issue, they believed their confidential technical information could be publicly disclosed. However, I have no evidence to substantiate the Wall CEO's fears.

[67] The Wall CEO's fears are inherently speculative. It is difficult to square the Wall CEO's fear that the information is so sensitive that its disclosure would harm Wall Financial's relationships with its business partners and clients with the fact that the very business partners whose information is at issue in this inquiry (the Architectural Firms) declined to provide evidence to protect that information. In any event, the Third Parties provided no evidence that a single business partner or client might hesitate to work with Wall Financial in the future should the Architectural Firm's information be disclosed, and no background information that would allow me to assess the probability that the CEO's fears might be realized. What I am left with is the fact that the information was prepared for a confidential process and the Wall CEO's fear.

[68] While harm under s. 21(1)(c)(i) need not be proved on a balance of probabilities, to succeed a party must establish "an expectation of harm for which real and substantial grounds exist when looked at objectively."[35] In the circumstances, I am not satisfied that the evidence before me is sufficient to establish a reasonable expectation of probable harm.

(3) Harm to Revera's competitive position through disclosure of unique designs

[69] The Third Parties also assert that releasing the withheld information could result in harm to Revera's competitive position as Revera's competitors would gain access to, and use of, its unique plans and designs at no cost to them.

[70] The Third Parties' evidence in support of this argument is concerning because they rely exclusively on hearsay evidence and provide no underlying facts to support the assertion that Revera's designs are unique. However, for the reasons that follow, I am persuaded that disclosure of the architectural drawings

[35] *Merck Frosst, supra* note 19 at para. 204.

of the Facility could reasonably be expected to harm significantly Revera's competitive position.[36]

[71] The rules of evidence are flexible when it comes to matters before an administrative tribunal. In an administrative proceeding, hearsay evidence is admissible where it is "logically probative and may be fairly regarded as reliable."[37]

[72] The Wall CEO's evidence is clearly probative. For the reasons that follow, I also accept that his evidence is reliable. The Wall CEO received the hearsay information from a knowledgeable source – the Revera CEO. The Wall CEO's nearly 30 years as CEO of a real estate development company,[38] combined with his company's collaboration with Revera on the development, position the Wall CEO to assess the uniqueness of Revera's design. The Wall CEO swore an affidavit which includes an attestation that he believes all of the information in his affidavit is true. Finally, the applicant has not challenged the veracity of the Wall CEO's evidence or the Wall CEO's credibility. In the circumstances, I find that the Wall CEO's factual statement that Revera's designs are unique is reliable.

[73] Turning to the alleged harm, the records support the Wall CEO's statement that disclosure of the architectural drawings of the Facility could allow Revera's competitors to use its unique designs. The drawings contain detailed information about the proposed design for each floor of the Facility. It is clear on the face of the drawings that they provide the kind of information required to replicate Revera's designs. Thus, in light of the Wall CEO's evidence that Revera's designs are unique, I accept that disclosure of the records could allow Revera's competitors to gain access to and use of Revera's unique designs and plans.

[74] The OIPC has recognized that disclosing unique construction designs that could be used by competitors constitutes competitive harm for the purposes of s. 21(1)(c)(i).[39] In my view, the facts of this case support the same result. There is no question that developers will continue to design and construct senior's care facilities in the future. If other developers gain access to Revera's unique designs, Revera could very well lose any competitive advantage it may have as a result of its unique designs. In my view, this circumstance could reasonably be expected to harm significantly Revera's competitive position for the purposes of s. 21(1)(c)(i).

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[36] The architectural drawings of the Facility are found on pages 56 – 69 of the records. My finding is limited to the Facility drawings as it is not clear that any other records contain information related to the design of the Facility, and the Third Parties have not asserted that they do.
[37] *Cambie Hotel (Nanaimo) Ltd. v. British Columbia (General Manager, Liquor Control and Licensing Branch)*, 2006 BCCA 119 at para. 36, Order F20-48, 2020 BCIPC 57 at para. 34, Order F21-02, 2021 BCIPC 2 at para. 4, Order F22-08, 2022 BCIPC 8 (CanLII) at para. 13.
[38] Affidavit of Wall CEO at para. 3.
[39] See for example Order F19-29, 2019 BCIPC 31 (CanLII) at paras. 34 - 36.

[75] Accordingly, I accept that the City is required to withhold the architectural drawings of the Facility.[40] In light of this determination, I will not consider the parties' arguments as they relate to the architectural drawings of the Facility under ss. 21(1)(c)(ii) or (iii).

Undue Financial Loss or Gain to any Person or Organization – 21(1)(c)(iii)

[76] Section 21(1)(c)(iii) provides that the head of a public body must refuse to disclose information to an applicant where disclosure of that information could reasonably be expected to result in undue financial loss or gain to any person or organization.

[77] Again, the City deferred to the Third Parties and adopted their submission on the issue of harm under this section. The Third Parties' argue that disclosure of the disputed information could reasonably be expected to result in undue financial loss to Wall Financial or gain to another entity. The Wall CEO describes the withheld information as advice from Wall Financial's agents and proprietary drawings paid for by Wall Financial. He states that the work product should not be publicly available because "there is a possible loss to Wall Financial and also a possible gain by someone who could use them."[41] He also makes clear that Wall Financial hired Perkins & Will, and that the architectural drawings of the Site prepared by the firm were costly.[42]

Findings and Analysis

[78] I do not accept the Third Parties' argument that disclosure of the disputed information of Wall Financial could reasonably be expected to result in undue financial loss or gain to any entity.

[79] First, the Wall CEO's evidence that disclosure could result in "possible loss" and "possible gain" does not satisfy the evidentiary standard established by the Supreme Court of Canada which requires a risk of harm that is "well beyond the merely possible or speculative."

[80] Moreover, the Third Parties do not explain how disclosure of the withheld information could result in financial loss or gain to any entity. On its own, the fact that a competitor could obtain information paid for by a party is not sufficient to establish harm under s. 21(1)(c)(i).[43] In this case, as Wall Financial owns the Site, it is particularly unclear what use any other entity could make of the information relating to designs for the Site, and therefore what loss could result to Wall Financial from disclosure of the information.

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[40] The architectural drawings of the Facility are found on pages 56 – 73 of the records. My finding is limited to the Facility drawings as it is not clear that any other records contain information related to the design of the Facility, and the Third Parties have not asserted that they do.
[41] Affidavit of Wall CEO at para. 42.
[42] Affidavit of Wall CEO at para. 30.
[43] In Order 01-36, 2001 CanLII 21590 (BC IPC) at para. 41 then Commissioner Loukidelis rejected this argument.

[81] For both reasons, I find that the Third Parties have failed to establish that disclosure of the remaining information could reasonably be expected to result in undue financial loss or gain within the meaning of s. 21(1)(iii).

Similar Information No Longer Supplied – s. 21(1)(c)(ii)

[82] Finally, section 21(1)(c)(ii) provides that the head of a public body must refuse to disclose information to an applicant where its disclosure could reasonably be expected to 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.

The Parties' Submission

[83] The City relies on evidence from the Planner in support of its argument that the rezoning enquiry process is in the public interest. The Planner states that, while voluntary, City staff strongly encourage participation.[44] She explains that the rezoning enquiry process allows the City inform potential proponents about City policy prior to the submission of a formal rezoning application, and that the process is helpful from a staff resource perspective as the parties can often eliminate issues in the enquiry process that might otherwise require considerable staff time to resolve later.[45]

[84] The Planner states that there is significant concern at the City that if the information supplied during the rezoning enquiry process becomes subject to public disclosure, future proponents will be less forthcoming, resulting in a less fulsome review prior to submission of a formal rezoning application.

[85] The City and the Third Parties address the extensive OIPC case law that s. 21(1)(c)(ii) generally does not apply where there is a financial incentive to the third party for providing the information.[46] Both the City and the Third Parties emphasize that participation in the enquiry process is voluntary, that there is no financial incentive for participating, and that there is no guarantee that a formal application will be approved regardless of participation in the rezoning enquiry process.

[86] The Third Parties assert[47] that were the confidentiality over the process to be lost, Wall Financial would not participate in the process in the future. In support of this argument, the Wall CEO deposes that if the enquiry process was not confidential, he would not have allowed Wall Financial or its agents to participate in the process in the open manner that they did. According to the Wall CEO, allowing the draft materials that Wall Financial submitted during the

[44] Affidavit of the Planner at para. 10.
[45] Affidavit of the Planner at para. 16.
[46] See for example Order 03-05, 2003 CanLII 49169 (BC IPC) at para. 15, Order F16-27, 2016 BCIPC 29 (CanLII) at para. 49, and Order F20-55, 2020 BCIPC 64 (CanLII) at para. 47.
[47] The City adopts the Third Parties' submissions in respect of s. 21(1)(c)(ii).

rezoning enquiry process to be made public would be problematic because it would:

a) allow the public to access proprietary drawings and designs all of which are confidential intellectual property;
b) mislead the public and thereby lead to unnecessary community opposition based on draft documents that may never be part of a formal application;
c) allow the public to insert itself into Wall Financial's preliminary consideration of a potential application; and
d) harm Wall Financial's business relationships as many of Wall Financial's existing subcontractors would refuse to work with it if they believed their confidential work product may be disclosed to the public.

[87] However, the Wall CEO also provides detailed evidence about the benefits of the process to Wall Financial. He explains that the rezoning enquiry process was "highly beneficial" to Wall Financial because it allowed Wall to gauge the City's level of support, receive full and frank feedback from the City, and workout any potential issues prior to committing to a formal re-development application. He also deposes that it was more efficient for Wall Financial to be able to refine options before going to the expense of obtaining final plans and drawings – which he states cost approximately $500,000.

Findings and Analysis

[88] I am not persuaded that disclosing the information at issue could reasonably be expected to result in similar information no longer being supplied to the City in the future.

[89] Based on the City's evidence, I accept that it is in the public interest that proponents continue to participate fully in the rezoning enquiry process and that there is "significant concern" at the City that disclosure of the dispute information will cause proponents to be less forthcoming in the rezoning enquiry process in the future. However, no party led evidence to substantiate the City's concern about less fulsome participation. In my view, concern from City employees, on its own, is not sufficient to establish a reasonable expectation of probable harm.

[90] I also accept the Wall CEO's evidence that Wall Financial would not participate in the rezoning enquiry process in the future should information it supplied to the City be disclosed. However, the Third Parties did not address how other developers might respond – that is, they provided neither evidence, nor argument to suggest that other developers might also refuse to participate in the enquiry process or supply similar information to the City as a result of the disclosure of the information at issue. In addition, the Wall CEO provided clear evidence that the enquiry process provides financial benefits to proponents.

[91] In my view, as there are clear incentives to participating in the rezoning enquiry process, the effect of disclosure of the disputed information is that future proponents may weigh their interest in confidentiality against their interest in benefitting from the process before deciding whether or how much to participate in the rezoning enquiry process. In these circumstances, absent some evidentiary basis for (or at least argument in support of) doing so, it is not reasonable to speculate that future proponents would make the same calculation as Wall Financial and refuse to participate. Equally, it is not reasonable to assume that they would, as the City fears, participate less fully. The onus is on the City and Third Parties, and I am not satisfied that any entity other than Wall Financial could reasonably be expected to refuse to supply similar information as a result of disclosure of the information at issue.

[92] This determination leads me to a final consideration – whether, on its own, Wall Financial's refusal to similar information going forward is sufficient to satisfy the requirements of s. 21(1)(c)(ii). In my view, for the reasons set out below, it is not.

[93] In general, the OIPC's analyses under s. 21(1)(c)(ii) consider the impact of disclosure on the supply of similar information by community at large, not a single entity.[48] Neither the City nor the Third Parties directed my attention to a case in which the OIPC accepted that evidence about single actor was sufficient for the purposes of s. 21(1)(c)(ii).

[94] Without making any determination as to whether evidence about a single actor could ever engage s. 21(1)(c)(ii), the evidence before me in this case is not sufficient to persuade me that Wall Financial's refusal to supply similar information, alone, engages s. 21(1)(c)(ii). The rezoning enquiry process is open to any proponent considering a rezoning application in the future. Neither the City nor the Third Parties provided any evidence (or even argument) that would allow me to assess what proportion of the City's rezoning enquiries Wall Financial was responsible for in the past, or likely will be responsible for in the future. The parties simply did not address this issue.[49] In all of the circumstances, I am not persuaded that Wall Financial's refusal to supply similar information in response to the disclosure of the information at issue is sufficient to engage s. 21(1)(c)(ii).

[95] In previous orders OIPC adjudicators have held that s. 21(1)(c)(ii) generally does not apply where there is a financial incentive for providing the

[48] See for example Order F20-41, 2020 BCIPC 49 (CanLII) at para. 57, and Order F20-55, 2020 BCIPC 64 (CanLII) at para. 47.

[49] At its highest, the evidence before me is that Wall Financial has participated in the process at least once; is a real estate developer based in BC; and that Wall Financial and its partners will routinely engage in similar confidential discussions with local government bodies (though it is not clear that these bodies include the City) as a preliminary step prior to submission of a formal rezoning application.

information.[50] On the facts of this case, I am satisfied that the same outcome is appropriate here. While I accept the City and Third Parties' evidence that participation in the process is voluntary and does not guarantee formal approval, in all of the circumstances of the case, the evidence is simply insufficient to persuade me that disclosing the information at issue could reasonably be expected to result in similar information no longer being supplied to the City in the future.

Conclusion – s. 21

[96] With the exception of the architectural drawings of the Facility,[51] the City is required to give the applicant access to all of the information that it withheld under s. 21(1).

Section 22 – Unreasonable Invasion of Third-Party Personal Privacy

[97] Section 22 requires a public body to refuse to disclose personal information that would be an unreasonable invasion of a third party's personal privacy.

[98] The City withheld information from two separate email chains under s. 22. The information withheld from the first consists of the full name, business email address and business email signature of an individual who is not a party to the inquiry (Community Member). The information is found in an email chain between the Community Member, a representative of one of the Architectural Firms, and a City employee. In the email, the Community Member poses a number of questions about the proposed project, and expresses, what appear to be, personal views about the development, and the City and Architectural Firm representatives respond. Given what has already been disclosed in the email communications, disclosure of this information would allow a reader to connect the Community Member to his views about the potential development.

[99] The information withheld from the second record is found in an email from a City employee to a representative of one of the Architectural Firms. The withheld information is the employee's explanation as to why she was working from home.

Section 22(1) – Personal Information

[100] As s. 22(1) applies to personal information, the first step in the s. 22 analysis is to determine whether the information in dispute is personal

[50] See for example Order 03-05, 2003 CanLII 49169 (BC IPC) at para. 15, Order F16-27, 2016 BCIPC 29 (CanLII) at para. 49, and Order F20-55, 2020 BCIPC 64 (CanLII) at para. 47.
[51] The drawings that the City is required to withhold are found on pages 56 – 69 of the records.

information. The City has the initial burden to prove that the information at issue qualifies as personal information about a third party.[52]

[101] Personal information is defined in FIPPA as "recorded information about an identifiable individual other than contact information."[53] Information is about an identifiable individual when it is reasonably capable of identifying a particular individual, either alone or when combined with other available sources of information. Under FIPPA a third party is "any person, group of persons or organization other than: (a) the person who made the request, or (b) a public body".[54] Finally, contact information is defined in FIPPA as "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."[55]

[102] The City argues that all of the withheld information is "personal information" within the meaning of s. 22 of FIPPA. The applicant did not make submissions relating to s. 22. For the reasons set out below, I find that all of the information withheld under s. 22(1) is "personal information" within the meaning of s. 22(1) of FIPPA.

[103] The City withheld full name of the Community Member. The Community Member is not a party to the proceeding. A name is the most direct means of identifying an individual. The name is clearly personal information within the meaning of FIPPA.

[104] The City also withheld the business email address and email signature block of the Community Member. In some contexts, that kind of information is "contact information" and therefore excluded from the definition of personal information under s. 22(1) of FIPPA. However, it is the use not the form of the information that matters. Information may be "contact information" in one context and not in another context. The key question is whether the information, in the context in which it appears in the records, is used in the ordinary course of conducting the third party's business affairs.[56]

[105] In this case, while the individual communicated via a business email address, there is no evidence that he was communicating for a business purpose. Instead, the content of the email communications strongly suggests that he communicated his personal concerns about development at the Site, and used his business email to do so. In this context, I find the information relates to a personal not a business purpose. In any event, the email address was not used

[52] Order 03-41, 2003 CanLII 49220 (BCIPC) at paras. 9–11.
[53] Schedule 1 of FIPPA.
[54] Schedule 1 of FIPPA.
[55] Schedule 1 of FIPPA.
[56] Order F20-08, 2020 BCIPC 9 at para 52 and Order F15-33, 2015 BCIPC 36 at para 31.

in the ordinary course of conducting business. It does not fall under the "contact information" exclusion.

[106] Disclosure of the email address and signature would reveal the full name, place of work and email address of an individual who is not party to these proceedings. Both the Community Member's email address and signature contain his name. I find that the business email address and email signature are personal information.

[107] I also find that the City employee's reason for working from home is personal information. As the information is in an email from the City employee, if the information was disclosed it would be clearly connected to an identifiable individual.

[108] The City has satisfied the burden of establishing that the withheld information is personal information about an identifiable individual. The burden now shifts to the applicant to establish that disclosure of the information would not be an unreasonable invasion of the third parties' privacy.

Section 22(4) – Disclosure Not an Unreasonable Invasion of Privacy

[109] The next step in the s. 22 analysis is to consider whether any of the factors in s. 22(4) apply to the withheld information. Section 22(4) sets out circumstances when disclosure of personal information is not an unreasonable invasion of a third party's personal privacy. The City submits that none of the factors in s. 22(4) apply. Based on my review of the withheld information and the s. 22(4) factors, I find that s. 22(4) does not apply.

Section 22(3) – Presumptions that Disclosure is an Unreasonable Invasion of Privacy

[110] The third step is to determine whether any of the presumptions against disclosure in s. 22(3) apply. Section 22(3) sets out the circumstances in which disclosure is presumed to be an unreasonable invasion of a third party's personal privacy. Neither party made submissions about s. 22(3). Having considered the relevant factors, I find that s. 22(3) does not apply.

Subsection 22(2) – Other Factors

[111] The fourth step in the analysis is to consider, given all the relevant circumstances, including those in s. 22(2), whether disclosure of the disputed personal information would be an unreasonable invasion of third-party personal privacy. Neither party made submissions about s. 22(2). In my view the following factors are relevant.

Section 22(2)(a) – Scrutiny of a Public Body

[112] Section 22(2)(a) requires the public body to consider whether "the disclosure is desirable for the purpose of subjecting the activities of … a public body to public scrutiny."

[113] What lies behind s. 22(2)(a) is the concept that where disclosure of records would foster accountability of a public body, this may support a finding that the release of third-party personal information would not constitute an unreasonable invasion of personal privacy.[57]

[114] In this case, the withheld information is very limited. It is the name, email address and email signature of the Community Member, and a few words about a City employee's personal issue. It reveals nothing about the City's activities, and its redaction does not impact the ability to scrutinize the City's activities or to otherwise understand the records. I find that disclosing the withheld personal information is not desirable for purpose of subjecting the City to public scrutiny.

Section 22(2)(f) – Supplied in Confidence

[115] Section 22(2)(f) requires the public body to consider whether "the personal information has been supplied in confidence."

[116] The Community Member's emails to the Architectural Firm representative contain an express confidentiality statement. However, the statement is the type of boilerplate language that is frequently part of an email signature block to say that the email is strictly confidential and is for the addressee only and should be deleted if received in error. It is not clear that the individual actually intended that the confidentiality provision apply to the content of this specific email. Further, the context does not suggest that the Community Member supplied his opinions and questions in confidence. As is clear from the portions of the records already disclosed, the Community Member wrote representatives from multiple organizations and set out his opinions from the outset. Nothing in the tone of the communications suggests that the Community Member expected confidentiality.

[117] With respect to the City employee's information, there is no explicit or implicit suggestion in the email that the City employee expected that the information would be kept confidential. The City employee simply provided the information to a representative of the Architectural Firm in an email communication about other issues. On the other hand, it is clear from the records as a whole that the City and the representative were in regular and ongoing communication. The information was of a personal nature, and based on the context, I find that it is more probable than not that the City employee expected that the representative would not share the information widely.

[57] See for example Order F05-18, 2005 CanLII 24734 (BC IPC) at para. 49.

[118] I find that this factor is neutral or weighs slightly in favour of withholding both the information of the Community Member and the City employee.

Sections 22(2)(h) – Exposure to Unfair Damage to Reputation

[119] Section 22(2)(h) requires the public body to consider whether "the disclosure may unfairly damage the reputation of any person referred to in the record requested by the applicant."

[120] It is clear from the records that the potential development of Crofton Manor attracted strong feelings from community members. In his email communications with the Architectural Firm, the Community Member sets out specific opinions about the development and how it should be constructed. There is, therefore, a possibility that attaching his identity to his opinions could attract negative attention and feelings from other City residents. As the Community Member wrote from his business address, this attention could also impact his professional reputation.

[121] However, in this case, I have no evidence to suggest any actual reputational damage would occur if the Community Member's name and contact information was disclosed. In addition, as the Community Member willingly offered his opinions to representatives from multiple entities, it would be difficult to find that any damage incurred would be unfair. Ultimately, this factor does not weigh against disclosure of the Community Member's personal information.

Section 22 – Conclusion

[122] In this case the information withheld under s. 22 is very limited (the name, email address, and email signature block of the Community Member, and a few words explaining an employee's personal reasons for working from home). There are no presumptions weighing in favour of disclosing or withholding the information. Turning to the s. 22(2) factors, the withheld information will not assist in subjecting the City's activities to scrutiny. There are no factors that weigh in favour of disclosing the personal information, and the applicant offered no submission to support her position that the information withheld under s. 22 should be disclosed. Ultimately, the burden is on the applicant to establish that disclosure of third party personal information would not result in an unreasonable invasion of a third party's personal privacy. The applicant has not satisfied the onus.

[123] Accordingly, I find that the City is required to refuse to disclose the personal information in dispute under s. 22(1).

CONCLUSION

[124] For the reasons given above, I make the following order under s. 58 of FIPPA:

1. I confirm the City's decision to withhold the disputed information under s. 22(1).[58]

2. Subject to paragraph 3 below, I confirm in part the City's decision to withhold the disputed information under s. 21(1).[59]

3. With the exception of the architectural drawings of the Facility,[60] the City is required to give the applicant access to all of the information that it withheld under s. 21(1).[61]

4. The City must concurrently copy the OIPC registrar of inquiries on its cover letter to the applicant, together with a copy of the records described at item 3 above.

Pursuant to s. 59(1) of FIPPA, the City is required to comply with this order by June 7, 2023.

April 25, 2023

ORIGINAL SIGNED BY

Allison J. Shamas, Adjudicator

OIPC File No.: F20-84451

[58] The information the City is authorized to withhold under s. 22(1) is found on pages 4-6, 8-11 and 22 of the records.
[59] The information the City is required to withhold under s. 21(1) is found on pages 56 – 69 of the records.
[60] See note 59, above.
[61] The information the City is required to disclose to the applicant is found at pages 3, 4-6, 8-11, 14, 19-20, 33-34, 35, 37, 48-50, 54, 80-81, 82-83 and 85 of the records.