



Order F23-86

CITY OF VANCOUVER

Alexander R. Lonergan
Adjudicator

October 11, 2023

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Summary: The City of Vancouver issued a request for proposals to develop and operate affordable housing projects on several city-owned sites. An applicant requested copies of all of the proposals that were submitted. The City decided to disclose an entire copy of one proposal that it had received from a third party. That third party asked the OIPC to review the City's decision on the basis some of the information in their proposal must be withheld under s. 21(1) of FIPPA. The adjudicator required the City to refuse to disclose all of the information in dispute because disclosure could reasonably be expected to harm the business interests of the third party.

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, ss. 21(1), 22(1), 25, 57(3).

INTRODUCTION

[1] An individual (the applicant) submitted a request to the City of Vancouver (the City) for access to records under the *Freedom of Information and Protection of Privacy Act* (FIPPA).¹ Specifically, the applicant asked for copies of bids submitted to the City in response to a Request for Proposals (RFP) to develop affordable rental housing at certain locations.

[2] The City notified a private corporation, Bosa Properties Inc. (Bosa), of the applicant's request. The City asked Bosa for its position on the application of s. 21 (disclosure harmful to business interests of a third party) to Bosa's written proposal. Bosa responded by requesting that the entire proposal be withheld under s. 21(1) because disclosure would harm its business interests.

[3] After receiving Bosa's response, the City decided it would release the written proposal without severing any information. Bosa then requested that the

¹ All sectional references in this Order refer to FIPPA unless otherwise noted.

Office of the Information and Privacy Commissioner (OIPC) review the City's decision. Mediation did not resolve the matter and it proceeded to inquiry.

[4] The City, Bosa and the applicant all provided written submissions for this inquiry.

ISSUE AND BURDEN OF PROOF

[5] The issue to be decided in this inquiry is whether the City is required by s. 21(1) to refuse to disclose the information in dispute.

[6] In this case it is Bosa, not the City, that is resisting disclosure of information in the requested proposal. Therefore, s. 57(3)(b) places the burden on Bosa to prove that the applicant has no right of access to the parts of the records in dispute.²

DISCUSSION

Background³

[7] Bosa is a private corporation that operates in British Columbia's real estate development, marketing, and management industry.

[8] The City's Supply Chain Management department conducted an RFP which sought proposals to develop several City-owned sites in partnership with Vancouver Affordable Housing Agency Ltd. (VAHA). VAHA is entirely owned by the City and is tasked with facilitating the development of selected City-owned sites in accordance with the City's housing and homelessness policies.⁴

[9] In response to the RFP, Bosa submitted a written proposal to the City. VAHA and the City ultimately decided not to proceed with Bosa's proposal.

[10] The applicant is a journalist who requested copies of the proposals submitted in response to the City's RFP for the seven VAHA sites. The City identified a 54-page document (the Proposal) that was submitted by Bosa in response to the RFP.

[11] The City notified Bosa of the applicant's request and sought Bosa's position on disclosure of the Proposal. Specifically, the City sought Bosa's view on the application of s. 21. In response, Bosa asserted that s. 21 applied to all

² The City is not seeking to restrain disclosure, so the City has no onus to prove the applicability of s. 21(1). See for example, Order 01-39, 2001 CanLII 21593 (BC IPC) at para 21; and Order F16-17, 2016 BCIPC 19 at para 7.

³ This background information is not in dispute between the parties. It is taken from the information provided in the City, Bosa, and the applicant's submissions.

⁴ City's initial submission at para 10.

but four pages of the Proposal.

[12] After considering Bosa's submissions, the City decided to release the Proposal to the applicant without severing any information. Bosa then asked the OIPC to review the City's decision to release the Proposal.

Preliminary issues

[13] The applicant's submission raises a new issue that was not listed in the notice of inquiry or the investigator's fact report which indicate that s. 21(1) is the only matter at issue in this inquiry. Some of the applicant's arguments submit that the disputed information should be disclosed because taxpayers should know why the projects underlying the City's RFP ultimately proceeded as they did (or not). I understand this to be an argument that the disputed information must be disclosed under s. 25(1) because doing so is clearly in the public interest.

[14] Past orders have said that parties may raise new issues at the inquiry stage only if permitted to do so.⁵ The notice of inquiry and the OIPC's instructions for written inquiries both informed the applicant that parties may not add new issues to the inquiry without the OIPC's consent. The applicant did not request permission to add disclosure for public interest as a new issue in this inquiry nor did she explain why she did not do so. I see no compelling reasons to add this issue. Therefore, I decline to add or consider this issue any further.

[15] The City withheld a very small amount of information from the Proposal under s. 22(1) (disclosure harmful to personal privacy).⁶ This information is not sought by the applicant. Therefore, neither this withheld information nor s. 22(1) are at issue in this inquiry.

Record and Information in Dispute

[16] The record in dispute is Bosa's 54-page Proposal that it submitted to the City in response to the RFP.

[17] In their submissions for this inquiry, Bosa and the City have partially resiled from their initial positions. Bosa now agrees that some of the Proposal may be disclosed.⁷ Bosa says the information that must be severed under s. 21(1) is on pages 5 – 9, 11 – 12, 15 – 18, and 30 – 37 (inclusive) of the Proposal. Bosa has marked that information with red boxes and yellow highlighting. Bosa argues that the City must refuse to disclose the information that Bosa marked and highlighted because disclosure would harm its business

⁵ Order F07-03, 2007 CanLII 30393 (BC IPC) at paras 6-11; and Order F10-37, 2010 BCIPC 55 (CanLII), at para 10.

⁶ This information was withheld from page 39 of the Proposal.

⁷ Bosa's initial submission at paras 15-17.

interests.⁸

[18] The City now agrees with Bosa that the withheld information was supplied to it in confidence but defers entirely to Bosa's submissions regarding the harm that Bosa may suffer if the information was disclosed.⁹

[19] The City provided the applicant a copy of the Proposal, which was severed to indicate what information still remains in dispute under s. 21. In her response submission, the applicant asks for several types of information which were not disclosed.¹⁰ I understand these requests to be an argument that the City should disclose the rest of the information still being withheld under s. 21(1).

Harm to third-party business interests – s. 21(1)

[20] 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. In this case, Bosa is a third party as that term is used by FIPPA.¹¹

[21] The following parts of s. 21(1) are engaged in this case:

21 (1) The head of a public body must refuse to disclose to an applicant information

(a) that would reveal

...

(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,

...

(iii) result in undue financial loss or gain to any person or organization, or

[22] Past orders have established a three-part test to determine the

⁸ Bosa's initial submission at para 7.

⁹ City's initial submission at paras 31-32.

¹⁰ Applicant's submission at paras 7 and 8.

¹¹ Schedule 1 of FIPPA defines "third party", in relation to a request for access to a record or for correction of personal information, as any person, group of persons, or organization other than the person who made the request, or a public body.

applicability of s. 21(1). A third party must satisfy all three parts of the test in order for the information to be properly withheld under s. 21(1).¹² In this case, Bosa must establish the following in order for s. 21(1) to apply:

1. Disclosing the information at issue would reveal one or more types of information listed in s. 21(1)(a);
2. The information was supplied, implicitly or explicitly, in confidence; and
3. Disclosure of the information could reasonably be expected to cause one or more of the harms set out in s. 21(1)(c).

[23] I will consider each part of the test in the same sequence.

Type of information – s. 21(1)(a)

[24] Bosa and the City submit that s. 21(1)(a)(ii) applies because the information in dispute would reveal Bosa’s commercial, technical, and financial information if disclosed.¹³

[25] FIPPA does not define “commercial”, “technical”, or “financial” information. However, previous orders have used the following definitions, which I adopt in this case:

- “Technical Information” is information belonging to an organized field of knowledge falling under the general categories of applied science or mechanical arts. Technical information 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.¹⁴
- “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.¹⁵
- “Financial information” is information about money and its uses, for instance, prices, expenses, hourly rates, contract amounts, budgets, cash flow, and accounts receivable or payable.¹⁶

¹² Order 03-15, 2003 CanLII 49185 (BCIPC) at para 18; and Order 03-02, 2003 CanLII 49166 (BC IPC).

¹³ Bosa’s initial submission at para 23; City’s initial submission at para 28.

¹⁴ Order F10-06, 2010 BCIPC 9 (CanLII), at para 35; Order F12-13, 2012 BCIPC 18 (CanLII), at para 11; and Order F23-32, 2023 BCIPC 38 (CanLII), at para 18.

¹⁵ Order 01-36, 2001 CanLII 21590 (BC IPC), at para 17; and Order F08-03, 2008 CanLII 13321 (BC IPC), at para 63.

¹⁶ Order F20-47, 2020 BCIPC 56 (CanLII), at paras 100-101; and Order F21-15, 2021 BCIPC 19 (CanLII) at para 83.

[26] Previous orders have found that in the context of social housing development projects, a third party's commercial and financial information may include its rental and revenue information, such as rental prices per unit, loan details, and operating budgets.¹⁷ The content of proposals and contracts can also constitute a third party's commercial and financial information if those proposals and contracts are about the goods and services that the third party provides.¹⁸

[27] Bosa says that the information in dispute is commercial and financial information because it consists of detailed information about its general operating model and their specific proposals for the RFP sites.¹⁹ The City takes the same position as Bosa on this point.²⁰ The applicant did not dispute that this information may be characterized as financial or commercial information about Bosa.²¹

[28] In my view, most of the disputed information in this case not only reveals but is wholly comprised of financial and commercial information about Bosa's proposal for the RFP process. This includes financial projections, estimates, prices, and funding sources with specific amounts of money associated with each.²² This information is clearly commercial and financial information as those terms have been interpreted in the past.

[29] The remaining information in dispute relates to Bosa's business strategies, operations, and proposed obligations in the context of the proposed housing developments. I find that this constitutes commercial information because the creation and implementation of this information, in the form of housing development projects, is the product and service that Bosa is selling.²³

[30] Neither the City nor Bosa explained how the withheld information constitutes technical information. After carefully reviewing the Proposal, I find that anything that could be considered technical information, such as the architectural drawings and construction process descriptions, was not actually withheld from the Proposal. Therefore, I find that none of the information in dispute is technical information.

Supplied in confidence – s. 21(1)(b)

[31] The second step of the analysis is to determine whether the disputed information was supplied in confidence, implicitly or explicitly. Past orders have

¹⁷ See for example, Order F20-47, 2020 BCIPC 56 (CanLII), at para 102.

¹⁸ See for example, Order F13-20, 2013 BCIPC 27 at para 14.

¹⁹ Bosa's initial submission at para 26.

²⁰ City's initial submission at para 28.

²¹ Applicant's responding submission at page 2.

²² Bosa does not seek to withhold most of the descriptive headings in the Proposal so the applicant already knows that these categories of information exist.

²³ Affidavit #1 of CF, at paras 2 and 26.

separately considered whether the information was “supplied” by the third party and whether it was supplied “in confidence”.²⁴ I will conduct my analysis in the same manner.

Supply

[32] Information is considered “supplied” if it is “provided or furnished” to a recipient.²⁵ The contents of proposals in the RFP context are often considered “supplied” because a proposal is typically created by one party and unilaterally provided to another.²⁶

[33] The parties do not dispute that Bosa provided the Proposal to the City through the City’s RFP submission process.²⁷ It is clear to me that Bosa created the Proposal and unilaterally provided it to the City. I accept that Bosa supplied the disputed information to the City.

In Confidence

[34] A reasonable expectation of confidentiality can be established by express assurances of confidentiality or by establishing an implicit expectation after considering all of the relevant circumstances. To establish that information was supplied in confidence, one must show that information was supplied under an objectively reasonable expectation of confidentiality, by the supplier of the information, at the time the information was provided.²⁸ Evidence of a party’s subjective intentions respecting confidentiality are insufficient.²⁹

[35] Bosa submits that there is a sufficient basis for both an express and implicit expectation of confidentiality, and that this expectation was reasonable.³⁰

[36] Bosa argues that Section 8.2 of Appendix 1 of the original RFP document³¹ is an express agreement of confidentiality. That section states as

²⁴ Order 01-39, 2001 CanLII 21593 (BC IPC), at para 26, upheld and cited by *Canadian Pacific Railway v. British Columbia (Information and Privacy Commissioner)*, 2002 BCSC 603.

²⁵ Order 01-20, 2001 CanLII 21574 (BC IPC), at para 93.

²⁶ See for examples, Order F20-55, 2020 BCIPC 64 (CanLII), at paras 29 and 30; Order 03-33, 2003 CanLII 49212 (BC IPC), at para 28; Order F14-21, 2014 BCIPC 24 (CanLII) at para 16; Order F13-07, 2013 BCIPC 8 (CanLII) at para 38.

²⁷ Affidavit #1 of CF, at para 5; Bosa’s initial submission at para 10; and City’s initial submission at para 4.

²⁸ Order 01-36, 2001 CanLII 21590 at para 23.

²⁹ Order 01-39, 2001 CanLII 21593 (BC IPC), at para 28, citing *Re Maislin Industries Ltd. and Minister for Industry* (1984) 1984 CanLII 5386 (FC), 10 DLR (4th) 417 (FCTD) and *Timiskaming Indian Band v. Canada (Minister of Indian and Northern Affairs)* (1997) 1997 CanLII 5125 (FC), 148 DLR (4th) 356 (FCTD).

³⁰ Bosa’s initial submission at paras 36, 37 and 40.

³¹ A copy of the original RFP document was appended to Affidavit #1 of CF and marked as Exhibit “A”. The excerpt in question is located at page 68 of the affidavit.

follows:

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the Housing Agency's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Housing Agency Board and the Vancouver City Council about the RFP, the Housing Agency will treat the Proposal (and the Housing Agency's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

[37] Although Bosa directed my attention only to the latter half of section 8.2, I have quoted the entire section above because the first half contains exceptions to the assurance of confidentiality.

[38] First, the assurance of confidentiality in 8.2 only extends as far as VAHA treats its own material and information as confidential. This is not a very strong assurance given that VAHA is completely owned by the City, which is a local government subject to many disclosure and reporting requirements.

[39] Secondly, the assurances in 8.2 are stated as being subject to FIPPA, other unnamed legal requirements, and VAHA's right to publicly disclose details in the course of reporting to certain public bodies. These are significant exceptions to what Bosa says is an express assurance of confidentiality. The City says that none of these exceptions were met in this case,³² but that is not a relevant factor because the analysis considers expectations of confidentiality as they existed at the time the information was supplied.³³ Furthermore, the FIPPA exception is the very issue that is before me now.

[40] Bosa also refers to a template development agreement contained in the RFP which contains language which Bosa says establishes expectations of confidentiality over some information.³⁴ The language in this template persuades me only that the RFP proponents, including Bosa, could expect that some financial information would receive confidential treatment if their proposal was successful. However, like the other provisions cited by Bosa in 8.2, the confidentiality requirements in the template development agreement are also subject to several ambiguous exceptions for legal and contractual obligations.

[41] I find that there are no express statements conclusively establishing that Bosa could reasonably expect confidential treatment over all of the information in dispute. I make this finding in light of the broad and unclear exceptions in the

³² City's submission at para 31.

³³ Order 01-36, 2001 CanLII 21590 (BC IPC), at para 24.

³⁴ Bosa's initial submissions at para 38, referring to the language at page 164 of Affidavit # 1 of CF.

RFP document which required certain conditions to be met before the scope of confidentiality could be known.

[42] I have also considered whether the circumstances in this matter establish that there was an implied understanding that Bosa was supplying the information in the Proposal in confidence. Previous orders have examined this issue by asking 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; or
4. Prepared for a purpose which would not entail disclosure.³⁵

[43] Bosa argues that the City consistently treats unsuccessful RFP proposals as confidential whereas the applicant submits that the City disclosed the dollar value of unsuccessful RFP proposals before 2021.³⁶ Bosa responded to this submission by distinguishing between RFP proposals and invitations to tender. Unlike the RFP system, an invitation to tender seeks bids for specific contractual work. In that system, all bids are disclosed whether they are successful or not.³⁷

[44] After reviewing the results of public competitive bids that were provided by both the applicant and Bosa,³⁸ it is clear that unsuccessful RFP proposals were not disclosed by the City for several years before 2021. I have not been provided with any other public source for accessing information about unsuccessful RFP proposals. Accordingly, I am satisfied that the City's practice, at the relevant times, was to treat unsuccessful RFP proposals as confidential.

[45] Bosa and the City provided affidavit evidence confirming that they expected Bosa's proposal to receive this same confidential treatment.³⁹ In my view, it was reasonable for Bosa to expect that its proposal would receive the same level of confidential treatment as all other RFP proposals.

[46] Bosa argues that the competitive process of the RFP requires confidentiality over the proposals because without it, proponents would have no security in providing their confidential information, thus making them reluctant

³⁵ See for example, Order 01-36, 2001 CanLII 21590 (BC IPC), at para 26; Order F18-21, BCIPC 24 (CanLII) at para 21; and Order F23-32, 2023 BCIPC 38 (CanLII) at 46.

³⁶ Applicant's submission at para 3.

³⁷ Bosa's reply submission at paras 14 to 17.

³⁸ Applicant's submission (attachment); and Bosa's reply submission at Appendix A.

³⁹ Affidavit #1 PB at para 10; Affidavit #1 of CF at para 17.

bidders.⁴⁰ Although the City itself did not provide a reason for why it treats the content of RFP proposals confidentially, this is a logical explanation for that practice. It is difficult to imagine how the City could attract the best possible proposals from private industry if the City's practice were to disclose them after receipt. Although this argument was made in the context of possible future harm, I find it relevant and persuasive in establishing that the City's RFP process is not a purpose that ordinarily entails disclosure.

[47] When considered as a whole, these circumstances persuade me that Bosa was under an objectively reasonable expectation of confidentiality at the time it supplied the Proposal to the City. Therefore, the information in dispute meets the second part of the s. 21(1) test as being supplied in confidence.

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

[48] The last step of the s. 21(1) 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). Bosa submits that disclosing the information in dispute could reasonably be expected to result in harm under s. 21(1)(c)(i) and (iii).

[49] Section 21(1)(c)(i) states that the head of a public body must refuse to disclose information to an applicant if the disclosure could reasonably be expected to significantly harm the competitive position of the third party or significantly interfere with its negotiating position. Significant harm under s. 21(1)(c)(i) is “material” harm “looked at in light of the circumstances affecting the third party’s competitive position or negotiating position”.⁴¹

[50] Section 21(1)(c)(iii) states that the head of a public body must refuse to disclose information to an applicant if disclosure could reasonably be expected to result in undue financial loss or gain to any person or organization. A resulting gain to a competitor is “undue” if disclosure would effectively give that competitor an advantage for nothing.⁴²

[51] Bosa does not need to establish on a balance of probabilities that the harm to its business interests will actually result from disclosure. Instead, Bosa only needs to establish that there is a reasonable expectation of probable harm.⁴³ The Supreme Court of Canada described this standard as “a middle ground

⁴⁰ Bosa's initial submission at para 37.

⁴¹ Order 00-10, 2000 CanLII 11042 (BC IPC), at 11.

⁴² *Ibid.*, at 18.

⁴³ Order 10-20, 2001 CanLII 21574 (BC IPC) at para 57; Order 01-36, 2001 CanLII 21590 (BC IPC) at para 38; and *Merck Frosst Canada Ltd. v. Canada (Health)*, 2012 SCC 3 (CanLII), [2012] 1 SCR 23, at para 196.

between that which is probable and that which is merely possible.”⁴⁴ Whether this standard has been met depends on the context of each case. This is because the unique probabilities and harms that are present in each case determine what type and amount of evidence is sufficient.⁴⁵

[52] Bosa provided detailed submissions asserting that disclosure could reasonably be foreseen to lead to the following:

1. Significant harm to Bosa’s competitive position (s. 21(1)(c)(i));
2. Significant interference with Bosa’s negotiating position (s. 21(1)(c)(i));
3. Undue financial losses to Bosa (s. 21(1)(c)(iii)); and
4. Undue financial gains to Bosa’s competitors (s. 21(1)(c)(iii)).

[53] In my view, all of these harms flow from the same problem. If a competitor in the same business as Bosa were to view the disputed information, then that competitor could use this information to copy, criticize, or outbid Bosa such that the competitor would win contracts that Bosa would have won had the disclosure not occurred.

[54] At its core, Bosa’s argument is that that these risks exist because proposals responding to an RFP are drafted to reveal significant information about a proponent’s inner workings, procedures, and strategies. I can see that the City’s RFP process requires proponents to propose the best deal that they can offer and to explain how they, as a proponent, are uniquely able to implement that offer. There is far more information in such proposals than a quoted price for a specific service.

[55] Bosa argues that this information not only reveals their business processes for the RFP in this matter, but also their general processes which are relevant to their other projects and proposals.⁴⁶ After carefully reviewing all of the information in dispute, I agree that this is true. Some of the disputed commercial information is exclusively about Bosa’s general operations which is clearly relevant to projects and proposals beyond the RFP in this case.

[56] Accurate knowledge of Bosa’s general operations and the details of its best-made proposals would be valuable information for Bosa’s competitors because such competitors can use that knowledge to tailor their own proposals, thereby making themselves appear to be a more attractive business partner than Bosa. I find it reasonably foreseeable that this activity would occur following disclosure of the disputed information. I also find it reasonably foreseeable that

⁴⁴ *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, 2014 SCC 31 (CanLII), [2014] 1 SCR 674, at paras 52-54;

⁴⁵ *Ibid.*, at para 54.

⁴⁶ Bosa’s initial submission at para 26.

Bosa's competitors would win contracts that Bosa would have won but for the disclosure.

[57] A longstanding principle under FIPPA is that disclosure to the applicant should be treated as a disclosure to the world.⁴⁷ This means that disclosure of the information in dispute would effectively place this information in the hands of Bosa's competitors at no cost to them. Bosa's competitors would almost certainly use this information to their competitive advantage, which would in turn lead to financial losses to Bosa with commensurate gains to Bosa's competitors. I conclude that the gains and losses foreseen by Bosa would be "undue" within the meaning of s. 21(1)(c)(iii) because they would arise at effectively no cost to Bosa's competitors if the disputed information were disclosed.

[58] It is evident on the face of the Proposal and from the uncontroverted affidavit evidence from Bosa,⁴⁸ that real estate development, construction, and management contracts are worth multiple millions of dollars. In light of these sizeable sums, Bosa would suffer large, material financial losses if it lost even a single bid or proposal to its competitors due to disclosure of the disputed information. The materiality of those gains and losses leads me to conclude that the foreseen harm and interference to Bosa's competitive and negotiating positions are "significant" within the meaning of s. 21(1)(c)(i).

[59] The applicant accepts that development companies must keep certain information confidential, especially if that information reveals information about an active bid to competitors. However, the applicant also argues that sufficient time has passed such that the information in dispute is no longer relevant to the harms that concern Bosa.⁴⁹ The applicant did not provide any evidence or explanation establishing why enough time has passed to have this effect and I am not persuaded that this is the case here.

[60] Accordingly, I find that s. 21(1)(c)(i) and (iii) together apply to all of the information that Bosa asks the City to withhold.

Conclusion on s. 21(1)

[61] After considering all the circumstances and each of the parties' submissions, I am satisfied that Bosa has established that the information in dispute satisfies all three parts of the s. 21(1) test. Disclosure of this information would be harmful to Bosa's business interests. Therefore, the City must refuse to disclose this information to the applicant, under s. 21(1).

⁴⁷ See for example, Order F23-32, 2023 BCIPC 38 (CanLII) at para 53; and Order 03-33, 2003 CanLII 49212 (BC IPC) at para 44.

⁴⁸ Affidavit #1 of CF, at para 25.

⁴⁹ Applicant's submission at para 9.

CONCLUSION

[62] For the reasons given above, I make the following order under s. 58 of FIPPA: The City is required under s. 21(1) to refuse to disclose to the applicant access to the information marked with red boxes and yellow highlighting on pages 5 - 9, 11 - 12, 15 - 18, 30 - 37 of the copy of the Proposal that accompanied Bosa's inquiry submission.

October 11, 2023

ORIGINAL SIGNED BY

Alexander R. Lonergan, Adjudicator

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