



Order P26-19

STRATA CORPORATION EPS 6040

Alexander Corley
Adjudicator

October 6, 2026

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Summary: Under section 23(1) (access to personal information) of the *Personal Information Protection Act* (PIPA), an individual (Complainant) requested access to their own personal information from a Strata Corporation (Strata) associated with the residential strata unit that the Complainant rents. In response, the Strata confirmed that it had documents containing the Complainant's personal information under its control and assessed a fee for responding to the access request. The Complainant complained to the OIPC, asking for a review of the assessed fee. At inquiry, the adjudicator found that the fee assessed by the Strata was not compliant with s. 32(2) of PIPA and ordered the Strata to reduce its fee to a specific amount assessed by the adjudicator.

Statutes Considered: *Personal Information Protection Act*, [SBC 2003], c. 63, ss. 23(1), 32, and 52(3)(c).

INTRODUCTION

[1] This inquiry is about whether an organization's fee estimate is compliant with s. 32(2) of the *Personal Information Protection Act* (PIPA).¹

[2] An individual (Complainant) requested under s. 23(1) that Strata Corporation EPS 6040 (Strata)² provide them with their own personal information under the Strata's control. The Complainant limited their request to information dated between September 6, 2024, and September 12, 2025, which is the date of the access request.

[3] Section 32(2) permits an organization to charge a "minimal fee" for providing an individual with access to their own personal information. Initially, the

¹ SBC 2003, c. 63. Through the remainder of this Order, references to sections of an enactment are references to PIPA unless otherwise stated.

² As it is a corporation, the Strata is an "organization" under s. 1.

Strata requested that the Complainant pay \$75 and said it would provide the requested information within seven days of receiving payment. After receiving the \$75 payment from the Complainant, the Strata re-assessed the work required to process the Complainant's access request. The Strata then assessed a fee of \$471 (less the \$75 already paid) and required payment before releasing the responsive documents to the Complainant.

Preliminary Matters

How to characterize the \$75 already paid by the Complainant?

[4] Many of the Complainant's submissions in this inquiry hinge on their allegation that, after receiving payment, the Strata acted improperly by "increasing" the fee amount from \$75 to \$471.

[5] In response, the Strata says the \$75 figure was always intended to be a deposit that it required before starting to process the access request in earnest. The Strata says that once it received the \$75 payment from the Complainant and began processing the access request, it calculated the scope of work necessary to do so and arrived at the \$471 figure after making significant deductions in the interest of fairness.

[6] Under s. 32(3), an organization is clearly authorized to charge an access applicant a deposit prior to processing their access request. However, this authorization to charge a deposit is coupled with the obligation to "give the applicant a written estimate of the [total] fee."

[7] Here, it is clear to me that the Strata did not properly estimate the work required to process the access request prior to requesting the \$75 "deposit" from the Complainant. Rather, the Strata arrived at this figure by estimating that there would be 300 pages of responsive documents and assuming a minimum cost of \$0.25 to process each page. The Strata now says there are 384 pages of responsive documents and has assessed a fee of \$471. Therefore, the cost per page the Strata is now seeking is approximately \$1.23 which is nearly five times the original number communicated to the Complainant.

[8] However, from everything the Strata says, I find that the Strata was intending to charge a minimal deposit to the Complainant when it quoted the \$0.25 per page figure. I make this finding because I can see that in the Strata's "Schedule of Fees" which sets out the basic charges by the Strata for administrative and other tasks, there is a flat fee of \$0.25 per page for any "photocopying" done on behalf of the Strata. It is clear to me that the Strata requested the initial \$75 payment on the understanding that, at the very least, it would be charging this amount to the Complainant to cover its photocopying costs associated with the access request.

[9] I understand that the Complainant was taken aback when they saw the \$471 figure for the first time given that, based on the Strata's admitted lack of proper communication with the Complainant, the Complainant had assumed that the \$75 figure was the total fee required to process the access request. However, I also accept that the \$471 figure quoted by the Strata more accurately represents, what it says, are its genuine costs in processing the access request. I can also see that the Investigator's Fact Report, which forms the foundation for this inquiry, indicates that the \$471 figure was an "updated fee estimate" made by the Strata and not a change to an already settled and paid \$75 fee.

[10] Taking all of this together, while it is clear that there has been a misunderstanding between the parties on this issue and more robust communication by the Strata would have been preferable, I find that the \$75 figure initially quoted to the Complainant was intended to be a deposit only. Given this finding, I will not further engage with the Complainant's arguments related to this misunderstanding in the remainder of this order.

Complainant's duty to assist and adequate search arguments

[11] The Complainant contends that the Strata failed to assist them during the access process and may have failed to properly collect all the documents responsive to their access request.

[12] According to the Notice of Inquiry and Investigator's Fact Report, the only issue for determination in this inquiry is whether the fee assessed by the Strata complies with s. 32(2). Therefore, the Strata's purported failure to assist the Complainant or locate all responsive documents are new issues.³

[13] Past OIPC orders have found that parties may only introduce new issues at the inquiry stage with the prior permission of the OIPC. This requirement is clearly communicated in the OIPC's Instructions for Written Inquiries which was distributed to the parties alongside the Notice of Inquiry. I have no indication before me that the Complainant requested the OIPC's permission to have their duty to assist and adequate search arguments heard as part of this inquiry. I also do not see any exceptional circumstances here which would justify adding these new issues at this late stage.

[14] Under these circumstances, I decline to add any new issues to the inquiry. Consequently, I will not further consider what the Complainant says about these matters.

³ Section 28 sets out an organization's duty to assist an applicant, so it seems this is the provision the Complainant alleges has been contravened by the Strata.

ISSUE

[15] The issue I must decide in this inquiry is whether the fee assessed by the Strata complies with s. 32(2).

[16] PIPA does not specify which party has the burden of showing whether an organization's assessed fee complies with s. 32(2). In the absence of a legislated burden of proof, past orders that have considered this issue have said that each party should provide argument and evidence to support its own position in the inquiry.⁴ I adopt that same approach here.

DISCUSSION

Background and content of the access request

[17] The Complainant rents a residential unit in a building associated with the Strata. At some point, the Complainant became the subject of Strata bylaw complaints. The Complainant contested the Strata's determination that the Complainant had breached the Strata's bylaws and, as part of that process, made the access request at issue here.

[18] In the access request, the Complainant requested the Strata provide them with access to the following information and documents:

- **All forms of correspondence** (including but not limited to emails, text messages, written letters, memos, internal notes, and messages sent via communication platforms or apps) sent to, from, or referencing me, whether between strata council members, strata management and employees, third parties, or other residents;
- Complaints, concerns, or reports involving me or my unit;
- Meeting minutes, council discussions, or internal notes involving matters related to me;
- Records of any fines, fees, bylaw violations, or charges levied or discussed in relation to me or my unit;
- Maintenance or incident reports involving me or my unit;
- Requests and communications I have submitted and the corresponding responses;
- **Any available audio, video, or photographic surveillance records** (including security camera footage, recordings captured by employees and third parties, or

⁴ See, for example, Order P25-08, 2025 BCIPC 105 at para. 8.

any visual or audio monitoring systems) that contain my image, voice, likeness, or relate to incidents involving me, my unit, or visitors to my unit;

- **All maintenance, service, repair and inspection records for** [a specific door in one of the Strata's parkades].

[emphasis in original]

[19] As noted at the outset, the Complainant has asked for approximately one year's worth of records.

[20] In response, the Strata identified 384 pages of responsive documents and one responsive video file (Documents). The Strata has provided me with an unsevered copy of the Documents and from my review I can see that they are primarily comprised of internal Strata documents and email communications involving or relating to the Complainant.

Fee complaints under PIPA

[21] Section 32(2) allows an organization to charge an individual a minimal fee for providing that individual with access to their own personal information. If an individual feels that the fee assessed by an organization is not reasonable, the individual may complain to the OIPC.⁵ Where a fee complaint is brought before the OIPC, s. 52(3)(c) gives the Commissioner or their delegate the authority to confirm, excuse or reduce the fee, or order a refund, in the appropriate circumstances.

[22] Recently, in Order P26-08, the adjudicator considered the proper analytic approach to a fee complaint under PIPA and determined that it involves the following three questions:⁶

- 1) Does the fee assessed by the organization qualify as a "minimal fee" under s. 32(2)?
- 2) If not, what would be a minimal fee in the circumstances?
- 3) In either case, are there other relevant circumstances which would make it appropriate to confirm, excuse, or reduce the fee, or to order a refund where a complainant has already paid all or part of the fee?

[23] I will follow the same approach in my analysis below.

Is \$471 a "minimal fee" in this case?

[24] PIPA does not define what constitutes a "minimal fee," nor does PIPA specify what types of services or charges an organization may include when

⁵ Sections 36(2)(c) and 46(2).

⁶ 2026 BCIPC 53 at para. 27.

calculating its fee for responding to an access request. However, prior orders have considered this issue and provide the following guidance:⁷

- A minimal fee should be based on an organization's actual, necessary costs to respond to the access request; however, determining what counts as a "necessary" cost is an objective exercise and a minimal fee will not always cover an organization's entire cost, and should never generate revenue for an organization.
- A minimal fee may include an organization's costs incurred while locating, retrieving and producing any documents containing the access applicant's personal information, reviewing those documents to make sure all requested information has been found, preparing the documents for disclosure, and providing a copy of the documents to the access applicant.
- A minimal fee should aim to provide the lowest overall cost; therefore, a minimal fee that includes an employee's hourly rate should be based on the hourly rate of a qualified person within the organization who can process the access request in the least amount of time, resulting in the lowest charge.
- A minimal fee must not include an organization's costs for reviewing the relevant documents for reasons that are not directly related to processing the access request or that should have been done in the organization's ordinary course of business to ensure compliance with professional or legal obligations.
- A minimal fee must not include the organization's costs for severing the relevant documents because severing is an activity that denies rather than provides access to information.

[25] I agree with and adopt these principles for purposes of this order.

Positions of the parties

[26] The Strata says first that the fee issued in this case is based on its actual and necessary cost to respond to the access request. Particularly, the time-cost of locating, organizing, and preparing the Documents coupled with an additional per-page fee for printing them for collection by the Complainant. Further, the Strata says that the fee represents a significant discount on its actual cost in responding to the access request and, in the end, if the Complainant pays the assessed fee the Strata will only recoup around 38% of its costs.

[27] The Strata explains that the sensitive nature of many of the Documents meant the Strata Manager, who bills out at \$175 per hour, had to personally retrieve the documents and review, organize, and print them and could not

⁷ See Order P26-08, *ibid* at para. 29 and the orders cited therein.

delegate these tasks to another party who bills at a lower rate. Understanding that \$175 per hour is a high rate, the Strata says that it elected to only pass \$75 per hour on to the Complainant. Further, the Strata says that it only charged the Complainant for 5 hours while the Strata Manager actually spent 6.5 hours working on the access request.

[28] The Strata says that the Complainant has not been charged for any unnecessary work or for any time spent severing the Documents. It says that its \$471 final fee to the Complainant is based on a rate of \$75 per hour for 5 hours of the Strata Manager's time (\$375), plus a rate of \$0.25 per page for printing the 384 pages of documents (\$96).

[29] In response, the Complainant says that the Strata has not shown that it considered more cost-effective methods or otherwise genuinely attempted to respond in a manner that would have generated a minimal fee for the Complainant.

[30] The Complainant also questions whether the Strata has provided sufficient evidence to substantiate its claim that the Strata Manager spent 6.5 hours on their access to information file. Further, the Complainant takes specific issue with the Strata's assertion that "over two hours" of that time was spent on printing alone, especially when, they say, they had communicated to the Strata that they preferred to receive the Documents electronically. They also question why an administrative task like printing could not have been delegated to a lower-cost employee even if some aspects of responding to the access request did need to be handled by the Strata Manager.

[31] Finally, the Complainant says that, in the circumstances of this case, the \$75 they have already paid to the Strata represents a minimal fee.

Analysis

[32] For the following reasons, I find that the \$471 fee assessed by the Strata is not "minimal" and therefore does not comply with s. 32(2).

[33] I accept the Strata's evidence about its actual costs incurred in preparing a response to the access request. While the discounted rate of \$75 per hour for the Strata Manager's time is relatively high, I find that, given the tendency for costs and salaries to rise over time, it is not out of step with rates that other orders have found acceptable where an organization can show why a specific professional needed to handle a response to an access request.⁸ Having reviewed the Documents myself, I can see that in some cases they do contain sensitive resident information. On this basis, I find it was reasonable for the

⁸ See Order P25-08, *supra* note 4 at para. 33 and the orders cited therein.

Strata to err on the side of caution and have the Strata Manager instead of an administrative employee, collect, organize, and review the documents.

[34] However, I can also see that on December 12, 2025, the Complainant wrote to the Strata and specifically said that they preferred an electronic transfer of the Documents as opposed to a release of paper documents. It appears that the Strata did not adjust its response to the access request based on this communication from the Complainant. It is, however, clear to me that the Strata is capable of providing the Documents in electronic form because that is how it has provided the Documents for my review in this inquiry.

[35] It is also clear to me that a sizeable amount of the fee assessed by the Strata for responding to the access request relates to time and charges for “printing” the Documents. First, via a \$96 fee calculated at \$0.25 for printing each of the 384 responsive pages. Second, via what the Strata says was “over two hours” of the Strata Manager’s billable time spent on this task which it has passed on to the Complainant in the form of a \$150 charge.

[36] The Strata does not provide any clear evidence or persuasive argument showing why it would be necessary for it to provide the Documents to the Complainant in a physical, as opposed to an electronic, form. Given this, I cannot see how the \$471 fee assessed by the Strata could be “minimal” when it is based, in part, on work and expenses which were not necessary to respond to the access request in a manner acceptable to the Complainant. For these reasons, I find that it was not a minimal fee because it passed unnecessary costs on to the Complainant.

What would be a minimal fee in this case?

[37] Prior orders have held that it is appropriate for the adjudicator to calculate a minimal fee and substitute their decision for the decision of the organization where an adjudicator has sufficient information before them to do so.⁹ Here, I find that I have sufficient information before me to calculate a minimal fee.

[38] I have already accepted the Strata’s evidence regarding its genuine costs incurred in responding to the access request. However, I have also found that the Strata’s proposed fee is not minimal because it incorporates significant unnecessary costs related to “printing.” I found those costs to be unnecessary because the Complainant’s evidence, which I accept, demonstrates that they advised the Strata long before paying the \$75 deposit that they preferred an electronic transfer of the Documents.

[39] Taking these findings together, it seems to me that the calculation of a minimal fee in this case is relatively simple. The total component of the fee

⁹ Order P26-08, *supra* note 6 at paras. 72-73.

assessed by the Strata based on what I have found to be unnecessary work related to printing can be derived by adding the \$96 printing charge and the \$150 charge for two hours of the Strata Manager's time which the Strata says was spent on this task, for a total of \$246. Subtracting this amount from the \$471 fee assessed by the Strata leads to a fee of \$225. I find this amount to be a minimal fee because it takes account of only what I determined to be the Strata's necessary work in responding to the access request.

[40] Neither party in this case provides clear submissions or persuasive evidence of circumstances which would lead me to consider further reducing the fee or excusing it entirely, nor are any such circumstances independently apparent to me. Therefore, I find it is appropriate in this case to reduce the fee assessed by the Strata from \$471 to \$225.

CONCLUSION

[41] For the reasons given above, under s. 52(3)(c), I reduce the fee that the Complainant is being asked to pay the Strata under s. 32(2) to \$225.¹⁰

October 6, 2026

ORIGINAL SIGNED BY

Alexander Corley, Adjudicator

OIPC File No.: P26-00430

¹⁰ For clarity, the sum of \$225 is inclusive of the \$75 already paid by the Complainant, so the remaining amount to be paid would be \$150.