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Order F15-46

## **B.C. PAVILION CORPORATION**

Caitlin Lemiski  
Adjudicator

September 2, 2015

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

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

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

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

## INTRODUCTION

[1] This inquiry pertains to a request to the B.C. Pavilion Corporation (“PavCo”) for records used to process the applicant’s earlier request for records. The applicant’s earlier request related to payments by Vancouver Whitecaps FC LP (“Whitecaps”) to PavCo.

[2] PavCo responded by disclosing most of the information, but denying access to other information in the responsive records under s. 13 (policy advice or recommendations) and s. 21 (disclosure harmful to the business interests of a third party) of the *Freedom of Information and Protection of Privacy Act* (“FIPPA”), and on the basis that other information was outside the scope of the applicant’s request.<sup>1</sup> The applicant was not satisfied with PavCo’s decision to withhold this information, and he requested a review from the Office of the Information and Privacy Commissioner (“OIPC”).

[3] After the applicant requested a review, PavCo withdrew its application of s. 13.<sup>2</sup> However, it applied s. 17 (disclosure harmful to the financial or economic interests of a public body) and s. 21 (disclosure harmful to the business interests of a third party).<sup>3</sup>

[4] Although PavCo is also withholding some information under s. 22,<sup>4</sup> (disclosure an unreasonable invasion of personal privacy), that exception is not listed as an issue in the Fact Report or the Notice of Inquiry that was distributed to the parties at the start of this inquiry. The parties did not refer to this information or s. 22 in their submissions. However, as s. 22 is a mandatory provision of FIPPA, and PavCo has severed information on that basis, I will consider it.

[5] PavCo also continued to withhold some information on the basis that the information is outside of the scope of the applicant’s request.<sup>5</sup>

[6] OIPC mediation did not resolve all of the matters in dispute, and the applicant requested an inquiry. A written inquiry was held. PavCo provided initial and reply submissions, and the applicant provided initial submissions. The Whitecaps were also invited to participate in this inquiry because some of

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<sup>1</sup> OIPC Investigator’s Fact Report at para. 2.

<sup>2</sup> Investigator’s Fact Report at para. 5.

<sup>3</sup> Public body’s initial submission at para. 13.

<sup>4</sup> Page 43-45 of the records.

<sup>5</sup> On p. 4 of the records.

the disputed information includes payments made by the Whitecaps to PavCo. The Whitecaps made an initial submission.

## ISSUES

[7] The issues in this inquiry are:

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

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

## DISCUSSION

[9] **Background**—The applicant is a journalist. PavCo is a provincial crown corporation that operates BC Place Stadium (“BC Place”).<sup>7</sup> PavCo has entered into contracts with both the Whitecaps and the BC Lions Football Club Inc. (“BC Lions”) for the use of BC Place.<sup>8</sup>

[10] In a previous access request, the applicant requested payments PavCo received from the Whitecaps.<sup>9</sup> In response, PavCo created a spreadsheet with aggregate payment information for services rendered and disclosed it to the

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

<sup>7</sup> Affidavit of PavCo's Interim President and Chief Executive Officer at paras. 4-5.

<sup>8</sup> Affidavit of PavCo's Interim President and Chief Executive Officer at para. 17. The BC Lions were not invited to make submissions at this inquiry because none of their payments to PavCo are in dispute at this inquiry. The applicant's request for information about payments by the BC Lions to PavCo is the subject of Order F15-45.

<sup>9</sup> Applicant's initial submission at para. 5.

applicant.<sup>10</sup> The applicant's current request is for all the records related to the processing of his previous request.<sup>11</sup>

[11] **Records in dispute**—PavCo identified 47 pages of records responsive to the applicant's request. The records include letters, emails and financial spreadsheets. PavCo disclosed almost all of the responsive records. The information PavCo is withholding is as follows:

- a) A column of information in a spreadsheet at pages 43-45 containing the amounts the Whitecaps paid PavCo for goods and services, which PavCo is withholding under ss. 17 and 21. The severed payment information is for items such as rent and access to food and beverage services during events at BC Place. I will refer to this as the "payment information".
- b) The name of an employee who prepared the payment information, which PavCo is withholding under s. 22 of FIPPA; and
- c) File numbers from the subject line and body of an email ("Email") on page 47 of the records, which PavCo is withholding on the basis that this information is out of the scope of the applicant's request.

### **Preliminary Matters**

[12] **Public interest disclosure**—The applicant submits that it is in the public interest to disclose this information. Section 25 requires public bodies to disclose information that is clearly in the public interest. Section 25 was not identified as an issue in the OIPC Investigator's Fact Report or the Notice of Inquiry that was issued to the parties. Past orders and decisions of the OIPC have said parties may raise new issues at the inquiry stage, only if they request and receive prior permission to do so.<sup>12</sup>

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

[14] **Non-responsive information**—PavCo is withholding file numbers from the subject line and body of the Email on the basis that this information is out of the scope of the applicant's request. The issue of whether PavCo is authorized under FIPPA to withhold information on this basis was included in the OIPC Fact Report.

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<sup>10</sup> Public body's initial submission at paras. 5 and 7.

<sup>11</sup> Applicant's initial submission at para. 16.

<sup>12</sup> Order F12-03, 2012 BCIPC 3 (CanLII) at para. 6.

[15] In support of its position, PavCo relies on previous OIPC orders that PavCo submits have “repeatedly confirmed the ability of public bodies to exclude unresponsive information from otherwise responsive records without having to invoke one of the statutory exceptions from disclosure.”<sup>13</sup> PavCo also submits that orders in Ontario and Alberta have also confirmed that public bodies may exclude information on the basis that it is out of scope.<sup>14</sup>

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

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

[18] The reasons the orders PavCo cites for withholding information on the basis that it is non-responsive to an applicant’s request vary. In Order 00-23 for example, the applicant did not take issue with the information the public body had severed on the basis that it was out of scope.<sup>15</sup> In Order F07-13, the adjudicator determined that the information marked out of scope was non-responsive to the applicant’s request, therefore she did not need to consider whether the applicant was entitled to have access to that information.<sup>16</sup>

[19] My approach is consistent with Order F15-23,<sup>17</sup> which was recently issued. In that Order, Deputy Commissioner McEvoy held that FIPPA does not authorize a public body to withhold a portion of a record on the basis that the excerpt is not responsive to the applicant’s request.<sup>18</sup> I adopt and apply his analysis here. For the reasons set out in Order F15-23, I find that PavCo is not authorized to withhold portions of the Email on the basis that they are outside the

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

<sup>14</sup> In support of its position, PavCo cites Ontario Order P-880 1995 CanLII 6411 (ON IPC) and Alberta Order 97-020, 1998 CanLII 18626 (AB OIPC).

<sup>15</sup> Order 00-23 at p. 3.

<sup>16</sup> Order F07-13, 2007 CanLII 30398 (BC IPC) at para. 10.

<sup>17</sup> 2015 BCIPC 25.

<sup>18</sup> That order uses the terms “out of scope” and “non-responsive” interchangeably.

scope of the request. PavCo must therefore process the applicant's request and respond to him as required by Part 1 and 2 of FIPPA.

[20] **Harm to the financial interests of a public body (s. 17)**—Section 17(1) of FIPPA authorizes a public body to refuse to disclose information if disclosure could reasonably be expected to harm the financial or economic interests of a public body. This section contains a number of clauses. Former Commissioner Loukidelis determined that these clauses are examples, and that s. 17(1) may apply if the words of the opening clause are met.<sup>19</sup> The parts of s. 17(1) that PavCo relies on in this case are as follows:

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

...

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

...

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

...

(f) information the disclosure of which could reasonably be expected to harm the negotiating position of a public body or the government of British Columbia.<sup>20</sup>

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

This Court in *Merck Frosst*<sup>21</sup> adopted the “reasonable expectation of probable harm” formulation and it should be used wherever the “could reasonably be expected to” language is used in access to information statutes. As the Court in *Merck Frosst* emphasized, the statute tries to mark out a middle ground between that which is probable and that which is merely possible. An

<sup>19</sup> See Order F08-22 2008 CanLII 70316 (BC IPC), at para. 43.

<sup>20</sup> Subsections 17(1)(b), (d) and (f) are listed on p. 55 of the severed records.

<sup>21</sup> *Merck Frosst Canada Ltd. v. Canada (Health)*, [2012] 1 SCR 23, 2012 SCC 3 (CanLII).

institution must provide evidence “well beyond” or “considerably above” a mere possibility of harm in order to reach that middle ground...<sup>22</sup>

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

[23] **Parties’ positions regarding s. 17(1)**—PavCo submits that because it has entered into contracts with both the Whitecaps and the BC Lions for the use of BC Place, disclosing the disputed information would allow each team to “compare the particular terms of their respective agreements.”<sup>23</sup> This would, PavCo argues, “inevitably weaken BC Place’s negotiating position and, in turn, prompt either team to demand that their financial terms for certain items be changed.”<sup>24</sup> PavCo’s Interim President and Chief Executive Officer (“CEO”) deposes as follows:

In my business experience...the tenant with the perceived less advantageous business terms would use the Line-By-Line Payment Information to persuasively attempt the negotiation of new terms that are less favorable to BC Place, PavCo, and the taxpayers of the Province. As a business reality, there is a clear and direct connection between the disclosure of the Line-By-Line Payment Information and the harm that would result from it.<sup>25</sup>

[24] In addition, the CEO deposes that disclosing the information could harm PavCo’s general business relationship with the Whitecaps<sup>26</sup> and would be harmful to PavCo’s negotiations with future clients.<sup>27</sup>

[25] The applicant submits that there is no harm in disclosing the severed information; therefore, s. 17 does not authorize PavCo to withhold this information.<sup>28</sup> The Whitecaps take no position on the application of s. 17 to the disputed information.

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

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<sup>22</sup> *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, 2014 SCC 31 at para. 54.

<sup>23</sup> Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 17.

<sup>24</sup> Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 17.

<sup>25</sup> Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 19. (Underline in original.)

<sup>26</sup> Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 20.

<sup>27</sup> Affidavit of PavCo’s Interim President and Chief Executive Officer at para. 22.

<sup>28</sup> Applicant’s initial submission at para. 49.

[27] However, I find that PavCo's evidence does not demonstrate a clear and direct connection between disclosure of the disputed information and these alleged harms, nor any of the other harms set out in ss. 17(1)(b), (d) and (f). For example, PavCo does not explain how disclosing the amount of rent the Whitecaps paid PavCo for the use of BC Place would oblige PavCo to agree to rent BC Place to another tenant for the same amount. PavCo has also made assertions that agreeing to rent BC Place to another tenant for the same amount the Whitecaps pay would be detrimental to PavCo's financial interests, but it does not explain how this would be so, nor is it intuitively evident how this would be the case.<sup>29</sup> Further, PavCo acknowledges that although it consistently negotiates certain items such as rent and advertising, "[e]ach tenant's contract reflects a complex balancing of commercial terms that meet the needs of both the tenant and of PavCo."<sup>30</sup> This recognition, that each contract poses, in effect, a unique set of circumstances undermines PavCo's submission that one tenant's payments could harm future negotiations with other tenants. For all the above reasons, I find that PavCo has not established that s. 17(1) authorizes it to withhold any of the information in dispute.

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

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

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

<sup>29</sup> Public body's initial submission at para. 31.

<sup>30</sup> Public body's initial submission at para. 28.

- (iii) result in undue financial loss or gain to any person or organization, or
- (iv) reveal information supplied to, or the report of, an arbitrator, mediator, labour relations officer or other person or body appointed to resolve or inquire into a labour relations dispute.

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

[31] PavCo does not make submissions or present evidence as to the applicability of s. 21 to the disputed information. Instead, PavCo says that it adopts the argument and evidence of the Whitecaps in this inquiry.<sup>31</sup>

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

[33] **Commercial, Financial, or Technical information**—The disputed payment information is the amounts the Whitecaps paid to PavCo for goods and services at BC Place. I find that the information is both commercial and financial information.<sup>32</sup>

[34] **Supply of information**—I will next consider whether disclosure would reveal information that was "supplied, implicitly or explicitly, in confidence" as set out in s. 21(1)(b). The meaning of supplied has been examined in many orders.<sup>33</sup> Determining whether disclosure would reveal information that has been supplied in confidence is a two-part analysis. The first part is whether the information was supplied. The second part is whether the information was supplied implicitly or explicitly in confidence. Given my finding below, I have only had to consider whether the information is "supplied" information.

#### *Supplied*

[35] The Whitecaps submit that the payment information describes payments the Whitecaps made to PavCo for specific services.<sup>34</sup> The Whitecaps further submit that they supplied the payment information to PavCo.<sup>35</sup>

[36] The Whitecaps' evidence does not satisfy me that they supplied the payment information to PavCo. The record containing the payment information

<sup>31</sup> Public body's initial submission at para. 34.

<sup>32</sup> None of the parties to this inquiry disputed that the information was commercial and financial information.

<sup>33</sup> This is consistent with previous Orders. See for example, Order F14-04, 2014 BCIPC 4 (CanLII) and Order 03-02, 2003 CanLII 49166 (BC IPC).

<sup>34</sup> Third party submission at para. 13.

<sup>35</sup> Third party submission at para. 14.

was evidently prepared by PavCo, not the Whitecaps, and it is a recording of monies PavCo received from the Whitecaps. The payments themselves arise from a negotiated contract. Therefore, it cannot be construed as information “supplied” to PavCo. I find that PavCo has not established that disclosure of the payment information would reveal information that was “supplied”.

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

[38] For example, the Whitecaps’ Vice President, Finance and Administration deposes that if the payment information was disclosed, potential “purchasers of luxury suites” would learn the Whitecaps’ “cost base” for suite license fees to PavCo (or a “reasonable approximation” of it).<sup>36</sup> This, he deposes, would strengthen their negotiating position to the detriment of the Whitecaps.<sup>37</sup>

[39] The Whitecaps do not adequately explain how having access to the payment information would allow someone to know or to even obtain a reasonable approximation of what the Whitecaps’ cost base for luxury suites is. For example, the Whitecaps have not identified whether the payment information relating to luxury suites describes payments for individual suites or for a group of luxury suites (and if so, how many), and the payment descriptions accompanying the severed payment information do not make this clear. The Whitecaps also do not provide its actual cost base for suites or specify what part or parts of the severed payment information is its actual cost base and to what extent, if any, the cost base varies depending on the luxury suite or suites the Whitecaps lease from PavCo. In summary, I find that the Whitecaps do not provide sufficient evidence that disclosing payment information about luxury suites could reasonably be expected to harm their financial interests in any of the ways set out in s. 21(1)(c).

[40] The Whitecaps also assert that disclosure of the payment information will allow potential sponsors to obtain a reasonable approximation of the Whitecaps’ “sponsorship delivery item costs”.<sup>38</sup> This, it submits, would harm the Whitecaps’ negotiating position with potential sponsors.<sup>39</sup> The Whitecaps have not

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<sup>36</sup> Affidavit of the Whitecaps’ Vice President, Finance and Administration at para. 18.

<sup>37</sup> Affidavit of the Whitecaps’ Vice President, Finance and Administration at para. 18.

<sup>38</sup> Affidavit of the Whitecaps’ Vice President, Finance and Administration at para. 18.

<sup>39</sup> Affidavit of the Whitecaps’ Vice President, Finance and Administration at para. 18.

adequately explained what “sponsorship delivery item costs” are or how disclosing the payment information could enable anyone, including a potential sponsor, to understand what those costs are.

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

[42] **Third party personal information (s. 22)**—PavCo is withholding the name and position title of an individual who prepared the payment information that is in dispute under s. 22 of FIPPA. The name is severed from the top corner of pages 43 to 45.

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

[44] The method for determining whether s. 22 applies is well-established.<sup>40</sup> The first step is to determine whether the disputed information is “personal information” as defined in Schedule 1 of FIPPA. Schedule 1 of FIPPA states that personal information “means recorded information about an identifiable individual other than contact information.”<sup>41</sup> Schedule 1 of FIPPA states that contact information “means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual.”<sup>42</sup>

[45] I find that the name and position title PavCo severed under s. 22 is, in the context of this particular record, contact information. It identifies who prepared the record, but it also is clearly there in order to enable the individual to be contacted at his place of business. PavCo must therefore disclose it because it is not personal information and s. 22 does not apply.

## CONCLUSION

[46] In summary, I have determined that PavCo is not authorized by s. 17(1) or required by s. 21(1) to withhold any of the disputed information. I have also determined that s. 22 of FIPPA does not require PavCo to withhold the name and position title of the individual who prepared the payment information. In addition, I have determined that PavCo is not authorized to withhold information from the

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<sup>40</sup> See, for example, Order 01-53, 2001 CanLII 21607 (BC IPC), beginning at para. 22.

<sup>41</sup> Schedule 1 of FIPPA.

<sup>42</sup> Schedule 1 of FIPPA.

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Email on the basis that it is out of the scope or non-responsive to the applicant's request.

**ORDER**

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

1. PavCo is not authorized by FIPPA to refuse to disclose information in the Email on page 47 on the basis that the information is out of scope. PavCo is required to respond to the applicant's request as it relates to that Email, withholding only information that it is authorized or required to withhold under Parts 1 and 2 of FIPPA.
2. PavCo is not authorized or required to refuse the applicant access to the information it is withholding under ss. 17, 21(1) and 22 of FIPPA, and it must provide this information to the applicant.
3. PavCo must comply with this Order by October 16, 2015. PavCo must also concurrently send the OIPC's Registrar of Inquiries a copy of its cover letter to the applicant, together with a copy of the records.

September 2, 2015

**ORIGINAL SIGNED BY**

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Caitlin Lemiski, Adjudicator

OIPC File No.: F13-53317