



OFFICE OF THE
INFORMATION &
PRIVACY COMMISSIONER
FOR BRITISH COLUMBIA

Order F26-60

CITY OF VANCOUVER

David S. Adams
Adjudicator

July 7, 2026

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Summary: An applicant requested information setting out the amount of revenue the City of Vancouver (the City) collected from certain fees paid by ride-hailing operators. The City decided to give the applicant access to this information, but Uber Canada Inc. opposed the City's decision, saying that s. 21(1) of the *Freedom of Information and Protection of Privacy Act* (harm to third-party business interests) applied. An adjudicator found that s. 21(1) did not apply because the information had not been supplied to the City in confidence and confirmed the City's decision to disclose it.

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, RSBC 1996 c 165, ss. 21(1), 21(1)(b).

INTRODUCTION

[1] An applicant requested the amount of revenue collected by the City of Vancouver (the City) in respect of two types of fees charged to ride-hailing operators within a specified time frame.

[2] The City notified Uber Canada Inc. (Uber) as a third party under s. 23(1) of the *Freedom of Information and Protection of Privacy Act* (FIPPA) that it intended to give the applicant access to the requested information.¹ Uber objected, taking the position that s. 21(1) (harm to third-party business interests) applied to the information. The City ultimately decided that s. 21(1) did not apply and that it would give the applicant access to the requested information. Uber asked the Office of the Information and Privacy Commissioner (OIPC) to review the City's decision. Mediation by the OIPC did not resolve the issue and it proceeded to inquiry. The applicant, the City, and Uber each provided written submissions.

¹ All section references are to FIPPA unless otherwise specified.

ISSUE AND BURDEN OF PROOF

[3] The issue I must decide in this inquiry is whether the City is required to refuse to disclose the information at issue under s. 21(1).

[4] Under s. 57(3) of FIPPA, Uber as the third party bears the burden of proving that the applicant has no right of access to the information.

DISCUSSION

Background

[5] Pursuant to its bylaws, the City collects money from ride-hailing operators who do business in its jurisdiction.² In particular, at the times material to this inquiry, the City charged a congestion curbside management fee (the CCMP Fee) and an inter-municipal business license fee (the IMBL Fee).

[6] Uber operates a ride-hailing service, and it paid the CCMP Fee and the IMBL Fee to the City in the relevant time frame as required by the applicable bylaws.

[7] The applicant is a taxi driver who is concerned that Uber and other ride-hailing operators are taking market share away from taxi companies.

Information in dispute

[8] The information in dispute in this inquiry (the Revenue Information) is contained in a one-page spreadsheet. The Revenue Information consists of the dollar amounts the City collected in respect of the CCMP Fee and the IMBL Fee in each year from 2020 to 2024 (up to the date of the access request), as well as the total amounts collected from 2019 to February 21, 2024.

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

[9] Section 21(1) of FIPPA provides that a public body must refuse to disclose to an applicant information whose disclosure could reasonably be expected to harm the business interests of a third party. In relevant part, it provides:

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

² The bylaws relevant to this inquiry are the City's [License By-law No. 4450](#) and the [Street and Traffic By-law No. 2849](#).

(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, [or]

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

[10] All three of the following criteria must be met in order for s. 21(1) to apply:

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

[11] Uber says all three criteria are met in this case. The City denies that the information used to calculate the totals in the spreadsheet was supplied in confidence. The applicant says disclosure of the Revenue Information could not reasonably be expected to cause harm, considering Uber's dominant market position. I will first examine whether Uber supplied the Revenue Information in confidence to the City.

Supplied in confidence – s. 22(2)(b)

[12] This step of the s. 21(1) analysis has two parts. I must first decide whether the Revenue Information was supplied to the City, and then decide whether it was supplied in confidence.⁴

Did Uber supply the Revenue Information to the City?

[13] Uber takes the position that since the Revenue Information sets out the amounts collected by the City for both per-trip fees and per-vehicle fees, knowing the total amounts of fees collected in each year would allow an accurate

³ Order F22-33, 2022 BCIPC 37 (CanLII) at para 25.

⁴ Order F14-28, 2014 BCIPC 31 (CanLII) at para 13.

inference as to the number of trips and drivers Uber had in a particular year, as well as the growth trends related to those figures.⁵

[14] Uber provided an affidavit from one of its employees, who works in a senior role in its marketplace and planning division (the Employee).⁶ The Employee deposes that during the relevant period, Uber was required to provide the City with:

i) a monthly report setting out all of its trips during specified hours starting and/or ending in the area to which the CCMP Fee applied; and

ii) a monthly report setting out Uber's vehicle numbers for the purposes of the City's calculation of the IMBL Fee.⁷

[15] I will refer to these two kinds of reports, setting out Uber's trip and vehicle numbers, as the Underlying Information. Uber says it is the only possible source for the Underlying Information: the City could not have obtained it in any other way.⁸

[16] The City says Uber supplied the Underlying Information in order to comply with its obligations under the City's bylaws. It says the CCMP Fee and IMBL Fee were assessed based on this information. It does not directly address the questions of whether Uber supplied the Revenue Information or whether the Underlying Information could be inferred from the Revenue Information.

[17] The applicant does not address the question of supply.

[18] Although no party addressed this point, I find that the spreadsheet containing the Revenue Information does not actually specify from whom the City received the fees, so one cannot tell whether the amounts were collected from Uber alone, or from all ride-hailing companies. No businesses are named in the spreadsheet. The applicant's original access request does not name Uber or any other business; rather, it requests only the total amounts collected in respect of each of the two fees charged to ride-hailing operators. In his response submission, the applicant says disclosure of the Revenue Information will have "zero effect on Uber or Lyft".

[19] On the basis of the materials before me, I cannot find that the Revenue Information contains only information related to Uber. It seems to me at least equally likely that the Revenue Information reflects a mixture of revenue from various sources. If Uber was the only ride-hailing operator in the City's

⁵ Uber's initial submission at 2; Affidavit of Employee at paras 14 and 16-18.

⁶ Uber requested and received permission from the OIPC to keep the employee's identity, as well as identifying details about their work, secret from the applicant.

⁷ Affidavit of Employee at paras 11-15.

⁸ Uber's initial submission at 8.

jurisdiction during the relevant period, it did not say so. Its evidence establishes only that it was one of the first ride-hailing companies to enter that market.⁹ I therefore do not accept that if a person had access to the Revenue Information, they could accurately infer the contents of the Underlying Information.

[20] For these reasons, I do not find that the Revenue Information was supplied by Uber to the City. I also do not find that disclosure of the Revenue Information would allow accurate inferences to be made about the Underlying Information. As a result, I find that disclosure of the Revenue Information would not reveal information supplied by a third party. Strictly speaking, that is enough to decide the s. 21(1) issue. However, there is no dispute between the parties that Uber supplied the Underlying Information, and I find that it did. In case I am mistaken about whether knowing the Revenue Information would allow an observer to draw accurate inferences about the Underlying Information, I will go on to consider whether the Underlying Information was supplied in confidence.

Did Uber supply the Underlying Information in confidence?

[21] In order to support a finding of confidentiality, Uber must establish that the Underlying Information was supplied in an objectively reasonable expectation of confidentiality at the time the information was supplied.¹⁰

[22] Uber says the following with respect to confidentiality:

- it has consistently labelled and described the Underlying Information as confidential when it provided that information to the City, and the City has not refused to accept or returned the information;
- it treats the Underlying Information as confidential within its own organization, which includes implementing data access controls and cybersecurity protections;
- it never makes the Underlying Information available to the public; and
- it only disclosed the Underlying Information to the City because it was required to continue to hold the licenses and permits necessary for it to operate, and there was no indication that the City collected the information for a purpose that would necessarily entail public disclosure.

[23] On these bases, Uber says it supplied the Underlying Information in a reasonable expectation of confidentiality at the time the information was supplied.¹¹

[24] The Employee deposes that Uber takes a variety of steps to protect the Underlying Information within its business, owing to the highly competitive nature

⁹ Affidavit of Employee at para 7.

¹⁰ Order 01-36, 2001 CanLII 21590 at para 23.

¹¹ Uber's initial submission at 8-9.

of the ride-hailing business. They say that Uber never publishes or discloses to the public any details about region-specific driver or trip volume or growth trends.¹² The Employee also says that Uber has consistently advised the City that it considers the information it supplies to the City to be confidential and proprietary, and that it delivered the information in an express expectation of confidentiality.¹³

[25] The City says Uber supplied the Underlying Information to the City in compliance with the City's bylaws, and the City was not required to receive it in confidence.

[26] The City says it advised Uber in 2020 that it did not consider the Underlying Information related to the IMBL Fee to be confidential and that it would not accept it in confidence. It also says the IMBL Fee is based on the number of vehicles subject to it, and that this number appears on the face of the relevant business license. As for the information underlying the CCMP Fee, the City has not taken a position on whether this was implicitly supplied in confidence. The City submits that Uber's "unilateral classification" of the Underlying Information as confidential should be given minimal weight.

[27] In reply to the City's submission, Uber submits that it would defeat the intention and spirit of FIPPA to allow a public body to first compel a business to supply confidential business information, and then go on to disclose the same information, in the absence of express statutory authority. It says its own express assertions of confidentiality, combined with the nature of the information itself, establish an explicit and implicit expectation of confidentiality.

[28] The applicant does not address the question of confidentiality.

[29] In cases such as this one where there is no express promise or agreement of confidentiality, previous orders have held that all relevant circumstances must be considered, including (but not limited to) 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 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; and

¹² Affidavit of Employee at paras 19-25.

¹³ Affidavit of Employee at paras 26-31.

4. prepared for a purpose which would not entail disclosure.¹⁴

[30] In considering whether information was supplied in confidence, previous orders have considered whether there was a “mutuality of understanding” between the parties. If this mutuality is missing, the information will not be held to have been supplied in confidence. Assertions from a third party alone, without corroboration from a public body, are insufficient to establish confidentiality of supply.¹⁵

[31] Moreover, in the context of s. 16(1)(b) (which deals with harm to intergovernmental relations or negotiations, and requires a party resisting disclosure to establish that information was “received in confidence” from one of a number of specified entities), former commissioner Loukidelis considered a relevant factor to be whether the third party was required to supply the information. He said:

Was the record supplied voluntarily or was the supply compulsory? Compulsory supply will not ordinarily be confidential, but in some cases there may be indications in legislation relevant to the compulsory supply that establish confidentiality. (The relevant legislation may even expressly state that such information is deemed to have been supplied in confidence.)¹⁶

[32] In this case, there is no dispute that Uber prepared and submitted the Underlying Information in order to comply with the City’s bylaws. I have examined both the *Street and Traffic By-law No. 2849* s. 21.8 (under which the CCMP Fee was collected) and the *License By-law No. 4450* s. 25.1 (under which the IBML Fee was collected).¹⁷ In my view, neither bylaw provides any express or implied assurance of confidentiality with respect to the information third parties must submit to the City, nor does Uber point to any.

[33] I accept Uber’s evidence and argument that Uber has consistently treated the Underlying Information as confidential within its own company and has not disclosed it to the public. I also accept that Uber does not make the Underlying

¹⁴ Order F14-58, 2014 BCIPC 62 at para 33, citing Order 01-36, *supra* note 10.

¹⁵ Order F13-01, 2013 BCIPC 1 (CanLII) at para 40; Order F11-30, 2011 BCIPC 36 (CanLII) at para 13; Order F18-20, 2018 BCIPC 23 (CanLII) at paras 28 and 35.

¹⁶ Order No. 331-1999, 1999 CanLII 4253 (BC IPC) at 9 (emphasis added); Order F13-01, *supra* note 15 at para 23.

¹⁷ The City points out that the relevant section of the *Street and Traffic By-law No. 2849* was nullified by the BC Supreme Court in *Uber Canada Inc. v. Vancouver (City)*, 2025 BCSC 1534. The City also says it is appealing this decision. I do not think either the BC Supreme Court’s decision or the appeal have any bearing on the question before me, which is whether Uber supplied the Underlying Information in an objectively reasonable expectation of confidentiality *at the time the information was supplied*: see, e.g., Order F26-22, 2026 BCIPC 26 (CanLII) at para 32. There is no indication, on the materials before me, that Uber did not consider that bylaw to compel it to supply information.

Information public, and that it consistently and expressly communicated its expectation of confidentiality to the City. However, Uber was required to supply the Underlying Information in any event, and there is no suggestion on the materials before me that the City ever gave any express or implied assurances of confidentiality.

[34] There is also no evidence in this case of a mutual understanding of confidentiality between Uber and the City. Indeed, the City has expressly rejected Uber's claim that the information about the IBML Fee was supplied in confidence and has taken no position on the issue of whether the other information was supplied in confidence. I find that Uber's assertions and evidence fall short of establishing the required mutuality of understanding.

[35] Former commissioner Loukidelis observed, with respect to situations where a public body rejects a third party's assertions of confidentiality:

A contrasting example [to an express assurance of confidentiality] is where a public body tells a business that information supplied to the public body will not be received or treated as confidential. The business cannot supply the information and later claim that it was supplied in confidence within the meaning of s. 21(1)(b). The supplier cannot purport to override the public body's express rejection of confidentiality.¹⁸

[36] It seems to me that the present case precisely fits the former commissioner's example, at least with respect to the Underlying Information related to the IMBL Fee. I accept what the City says about how it expressly rejected Uber's attempt to have it receive the information in confidence. Uber has had an opportunity to reply to the City's submission on this point, and it has not contradicted what the City says.

[37] As for the Underlying Information related to the CCMP Fee, as I said above, there is no evidence of the required mutual understanding that the information was supplied in confidence. In addition, the supply of this information was compulsory (or at least it was reasonably believed by both Uber and the City at the time of supply to be compulsory), and Uber points to no provision in the bylaws suggestive of confidentiality. In my view, Uber's unilateral assertions that the Underlying Information was supplied in confidence are insufficient to establish a reasonable expectation of confidentiality.

[38] Uber's evidence also establishes that Uber shares information similar to, but more detailed than, the Underlying Information with BC's Passenger Transportation Board on the express understanding that "such information is highly sensitive commercial information, that will be disclosed only on a need-to-

¹⁸ Order 01-36, *supra* note 10 at para 24; emphasis added.

know basis within” that body.¹⁹ However, I do not think this circumstance assists Uber’s argument about the confidentiality of its supply of the Underlying Information. The fact that a different recipient of different information in different circumstances expressly received the information on a confidential basis is not, in my view, relevant to the question of whether there was an objectively reasonable expectation of confidentiality in this case.

[39] Taking all these circumstances together, I find that Uber did not supply the Underlying Information to the City implicitly or explicitly in confidence, as is required under s. 21(1)(b).

Conclusion on s. 21(1)

[40] I found above that disclosure of the Revenue Information, which was all that the applicant requested, would not allow accurate inferences about the contents of the Underlying Information. I also found that even if such inferences were possible, the Underlying Information had not been supplied in confidence to the City. I therefore find that Uber has not met its burden of establishing that disclosure of the Revenue Information would reveal information that was supplied, implicitly or explicitly, in confidence under s. 21(1)(b). Since all three criteria under s. 21(1) must be made out in order for the section to apply, I need not consider the other two criteria, ss. 21(1)(a) and/or (c).²⁰ Section 21(1) does not apply to the Revenue Information and the City is not required to refuse to disclose it.

CONCLUSION

[41] For the reasons given above, under s. 58 of FIPPA, I confirm the City’s decision to give the applicant access to the information in dispute.

July 7, 2026

ORIGINAL SIGNED BY

David S. Adams, Adjudicator

OIPC File No.: F24-97405

¹⁹ Affidavit of Employee at para 27.

²⁰ See, e.g., *Vancouver Whitecaps FC LP v. British Columbia (Information and Privacy Commissioner)*, 2020 BCSC 2035 at para 53.