OFFICE OF THE
INFORMATION &
PRIVACY COMMISSIONER
FOR BRITISH COLUMBIA

Order F26-99

BC PAVILLION CORPORATION

Lisa Siew
Adjudicator

November 10, 2026

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Summary: Under the *Freedom of Information and Protection of Privacy Act* (FIPPA), an individual (Applicant) requested the BC Pavillion Corporation (PavCo) provide access to records related to three *Taylor Swift: The Eras Tour* concerts that took place in December 2024. PavCo refused access to some information in the responsive records on the basis ss. 17(1) (harm to a public body's financial interests) or 21(1) (harm to a third-party's business interests) applied to that information, and that s. 22(2) (unreasonable invasion of a third-party's personal privacy) of FIPPA applied to other information. During an inquiry into the matter, the adjudicator found PavCo was authorized to refuse access to some of the information at issue under s. 17(1). However, the adjudicator determined PavCo was not required to refuse access under ss. 21(1) or 22(2). The adjudicator ordered PavCo to provide the Applicant with access to the information that it was not authorized or required to withhold under ss. 17(1), 21(1) or 22(2) of FIPPA.

Statutes and sections considered in order: *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165, ss. 17(1), 17(1)(f), 21(1), 21(1)(a)(ii), 21(1)(b), 22(1), 22(4)(e), 22(4)(f), 22(3), 22(2)(a), 22(2)(e), 22(2)(f) and Schedule 1 (definition of "contact information", "personal information" and "third party").

INTRODUCTION

[1] Under the *Freedom of Information and Protection of Privacy Act* (FIPPA), an individual (the Applicant) requested the BC Pavilion Corporation (PavCo) provide access to records related to three *Taylor Swift: The Eras Tour* concerts that took place in Vancouver BC in December 2024. PavCo located a record responsive to the Applicant's access request but withheld information in that record citing several exceptions to access under Part 2 of FIPPA.

[2] The Applicant requested the Office of the Information and Privacy Commissioner (OIPC) review PavCo's decision to refuse access to the information redacted in the responsive record. The OIPC's review and mediation

process resolved some of the matters in dispute between the parties. However, it did not resolve PavCo's decision to refuse access under ss. 17(1), 17(1)(d) and 17(1)(f) (harm to a public body or the BC government's financial interests), s. 21(1) (harm to a third-party's business interests) and s. 22(1) (unreasonable invasion of a third-party's personal privacy) of FIPPA. An OIPC investigator decided to forward those remaining issues to the OIPC's inquiry phase for adjudication.[1]

[3] Both PavCo and the Applicant provided written submissions for the inquiry according to the OIPC's standard schedule for inquiry submissions. The schedule allowed PavCo to make an initial submission, gave the Applicant an opportunity to respond to that submission and then allowed PavCo to reply to the Applicant's submission. However, the Applicant requested an opportunity to address part of PavCo's reply submission and evidence. I granted the Applicant's request and have considered that additional submission as part of this inquiry.[2]

PRELIMINARY MATTER

[4] The Applicant objects to parts of PavCo's reply submission and an accompanying affidavit from a senior corporate paralegal (Paralegal). Among other things, the Applicant says the Paralegal's affidavit "contains false and misleading information" and "constitute perjury."[3]

[5] As an administrative tribunal, the OIPC is generally not bound by the strict rules of evidence that govern judicial proceedings.[4] The Commissioner or their delegate has the authority and discretion to admit evidence that they consider relevant or appropriate for the purposes of deciding the matters at issue in an inquiry or an application, whether or not that evidence would be accepted in a court of law.[5]

[6] Considering the FIPPA provisions at issue in this proceeding, I find the Paralegal's affidavit evidence and the disputed parts of PavCo's reply submission are relevant and appropriate for the purposes of deciding the matters at issue in this inquiry. I understand the Applicant questions the reliability and accuracy of

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[1] No third parties were invited to participate in the inquiry, but PavCo's initial inquiry submission includes evidence from a third party (that I refer to in this order as Messina) who was involved in the events that are relevant to this inquiry. I will discuss this evidence and the identity of the third party later in my order.
[2] Letter to the parties dated September 28, 2026.
[3] Applicant's submission dated October 9, 2026 at paras. 4 and 7.
[4] Decision F06-07, 2006 CanLII 32976 (BC IPC) at para. 12, quoting *Alberta (Workers' Compensation Board) v. Appeals Commission*, 2005 ABCA 276 at paras. 62-64; *Cambie Hotel (Nanaimo) Ltd. v. British Columbia (General Manager, Liquor Control and Licensing Branch)*, 2006 BCCA 119 at para. 28.
[5] *Cambie Hotel (Nanaimo) Ltd. v. British Columbia (General Manager, Liquor Control and Licensing Branch)*, 2006 BCCA 119 at para. 30; *British Columbia Lottery Corporation v. Skelton*, 2013 BCSC 12 (CanLII) at para. 64; Order F15-43, 2015 BCIPC 46 at para. 22.

the Paralegal's affidavit evidence; however, I find those factors are relevant to the weight that I assign to this evidence and not its admissibility.[6] I also find there is no unfairness to the Applicant in admitting the Paralegal's affidavit evidence or the disputed parts of PavCo's reply submission for consideration in this inquiry. As mentioned above, I gave the Applicant an opportunity to respond to those materials.

[7] For the reasons given above, I have accepted the Paralegal's affidavit evidence and the disputed parts of PavCo's reply submission into this inquiry. I have considered it along with the rest of the parties' submissions. The weight that I give to this material in terms of its reliability and accuracy is a separate matter which is incorporated into my analysis and findings about PavCo's decision to refuse access under ss. 17(1), 17(1)(d), 17(1)(f) and 21(1).

ISSUES AND BURDEN OF PROOF

[8] The issues I must decide in this inquiry are as follows:

- Is PavCo authorized to refuse access to the information that it withheld under ss. 17(1), 17(1)(d) and 17(1)(f) of FIPPA?
- Is PavCo required to refuse access to the information that it withheld under s. 21(1) of FIPPA?
- Is PavCo required to refuse access to the information that it withheld under s. 22(1) of FIPPA?

[9] *Section 17*: Section 57(1) of FIPPA places the burden on PavCo, as the public body, to prove the Applicant has no right of access to the information that it withheld under ss. 17(1), 17(1)(d) and 17(1)(f) of FIPPA.

[10] *Section 21*: I note that PavCo decided to refuse access to most of the information at issue in the responsive record under s. 21(1).[7] Therefore, s. 57(1) places the burden on PavCo to prove the Applicant has no right of access to the information that it withheld under s. 21(1).[8]

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[6] *Alberta (Workers' Compensation Board) v. Appeals Commission*, 2005 ABCA 276 at para. 67.
[7] It is unclear from the materials before me whether PavCo consulted with a third party before it responded to the Applicant's access request and decided to refuse the Applicant access to the responsive records under s. 21(1).
[8] On the other hand, if PavCo had decided to give the Applicant access to the disputed information, thus requiring PavCo to give notice under s. 23(1) to the relevant third party and the third party disagreed with PavCo's decision, then s. 57(3)(b) places the burden on the third party to prove the Applicant has no right of access under s. 21(1).

[11] *Section 22(1)*: Section 57(2) of FIPPA places the burden on the Applicant to establish that the disclosure of the information withheld under s. 22(1) would not be an unreasonable invasion of a third party's personal privacy. However, as the public body in this matter, PavCo has the burden of first proving that the information it withheld under s. 22(1) is personal information.[9]

DISCUSSION

Background

[12] PavCo is a provincial Crown corporation whose sole shareholder is the Province of BC (the Province).[10] PavCo falls under the Ministry of Tourism, Arts, Culture and Sport and is a public body designated under Schedule 2 of FIPPA. PavCo operates the following two facilities in downtown Vancouver BC: (1) BC Place Stadium; and (2) the Vancouver Convention Centre. As part of its mandate, PavCo hosts sporting and other events at BC Place Stadium such as entertainment events.

[13] AEG Presents LLC (AEG) is an event promotion company. Messina Touring Group Canada LP (Messina) is an affiliate of AEG and is a concert promoter. Messina negotiated a licensing agreement with PavCo to host three *Taylor Swift: The Eras Tour* concerts (the Concerts) at BC Place Stadium in December 2024. PavCo provided affidavit evidence from Messina to support PavCo's arguments in this inquiry.

[14] The Applicant is a journalist who has previously requested and successfully obtained access under FIPPA to several contracts for events that occurred at BC Place Stadium, including an agreement between PavCo and the Vancouver Whitecaps Football Club (Whitecaps)[11] and the agreement between PavCo and the Canadian Soccer Association for the FIFA Women's World Cup Canada 2015.[12]

Records and information at issue

[15] The Applicant requested access to the agreement, including any appendices, between Messina and PavCo for the Concerts. The record responsive to the Applicant's access request is a license agreement that totals 14 pages and includes four appendices titled Schedule A, B, C and D (hereafter collectively referred to as the Agreement).

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[9] Order 03-41, 2003 CanLII 49220 (BC IPC) at paras. 9-11.
[10] The information in this background section is compiled from the parties' submission and evidence and information disclosed in the records.
[11] Order F19-03, 2019 BCIPC 4 (CanLII), upheld on judicial review at *Vancouver Whitecaps FC LP v British Columbia (Information and Privacy Commissioner)*, 2020 BCSC 2035 (CanLII).
[12] Order F21-29, 2021 BCIPC 37 (CanLII).

[16] PavCo disclosed most of the information in the Agreement to the Applicant but refused access to the following information in the Agreement:

- Information withheld under both ss. 17(1) and 21(1): on pages 1, 2, 8, 10, 11, 12 and 13.
- Information withheld only under s. 17(1): on page 10.
- Information withheld only under s. 21(1): on page 4.
- Information withheld only under s. 22(1): on page 11.

[17] PavCo describes the information at issue as "4 fully redacted clauses of the Agreement and certain details redacted from 18 clauses of the Agreement, relating to license fees, rent charges, mandatory insurance limits, food and merchandise sales arrangements, and venue management practices,"[13] and "complimentary tickets allowances, revenue allocation, and merchandising rights agreed to by Messina."[14]

Harm to financial interests – ss. 17(1), 17(1)(d) and 17(1)(f)

[18] PavCo submits it is authorized to refuse access to the information at issue under ss. 17(1), 17(1)(d) or 17(1)(f). Those provisions state:

> 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:
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> > (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.

[19] Subsections 17(1)(a) to (f) are examples of the types of information that, if disclosed, could reasonably be expected to cause harm under s. 17(1). Earlier OIPC decisions have determined, however, that subsections 17(1)(a) to (f) are not stand-alone provisions and that it is not enough for a public body to meet a subsection's requirements. Even if the information at issue fits under

[13] PavCo's submission dated July 13, 2026 at para. 13.
[14] Vice-President's affidavit at para. 7.

ss. 17(1)(a) to (f), a public body must also demonstrate that disclosure could reasonably be expected to result in the harms specified under s. 17(1).[15]

[20] Information that does not fit under subsections 17(1)(a) to (f) may still fall under the opening language of s. 17(1) as information that, if disclosed, could reasonably be expected to harm the financial or economic interests of a public body or the BC government or the ability of the BC government to manage the economy.[16]

[21] In terms of the standard of proof for s. 17(1), it is well-established that the language "could reasonably be expected to" in access to information statutes means that in order to rely on the exception, a public body must establish that there is a "reasonable expectation of probable harm."[17] The Supreme Court of Canada has described this standard as "a middle ground between that which is probable and that which is merely possible."[18]

[22] The public body does not need to show on a balance of probabilities that harm will occur if the information is disclosed, but it must demonstrate that disclosure will result in a risk of harm that is well beyond the merely possible or speculative.[19] There needs to be a reasonable basis for believing the harm will result, but the standard does not require a demonstration that harm is probable.[20]

[23] The determination of whether a reasonable expectation of probable harm has been established is contextual, and the amount and quality of evidence needed to meet this standard will ultimately depend on the nature of the issue and the "inherent probabilities or improbabilities or the seriousness of the allegations or consequences."[21] Previous OIPC orders have said general speculative or subjective evidence will not suffice.[22]

[24] Moreover, the assessment of a reasonable expectation of probable harm under s. 17 is to be approached on the basis that disclosure of information in response to an access request under FIPPA is disclosure to the world.[23] In other words, the s. 17 analysis should consider what harm could reasonably be

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[15] Order F19-03, 2019 BCIPC 4 (CanLII) at para. 22.
[16] Order F14-31, 2014 BCIPC 34 (CanLII) at para. 41.
[17] *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, 2014 SCC 31 at para. 54.
[18] *Ibid*.
[19] *Merck Frosst Canada Ltd. v. Canada (Health)*, 2012 SCC 3 at para. 206.
[20] *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, 2014 SCC 31 (CanLII) at para. 59 and *British Columbia Hydro and Power Authority v. British Columbia (Information and Privacy Commissioner)*, 2019 BCSC 2128 (CanLII) at para. 93.
[21] *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)***,** 2014 SCC 31 at para. 54.
[22] For example, Order F08-03, 2008 CanLII 13321 (BC IPC) at para. 27.
[23] Order 03-35, 2003 CanLII 49214 (BC IPC) at para. 31.

expected to result if the information at issue was disclosed to the general public and not just to the access applicant. Furthermore, it is the release of the information itself which must give rise to a reasonable expectation of harm.[24] The public body must provide evidence establishing "a direct link between the disclosure and the apprehended harm and that the harm could reasonably be expected to ensue from disclosure."[25]

Overview of the parties' positions regarding s. 17

[25] PavCo submits ss. 17(1), 17(1)(d) or 17(1)(f) apply to the information at issue; however, it made no identifiable arguments about s. 17(1)(d). Instead, PavCo's submissions focus on how the disclosure of the information at issue could reasonably be expected to harm its negotiating position and financial interests under s. 17(1)(f). PavCo also submits the disclosure of the information at issue could reasonably be expected to harm its financial interests generally under s. 17(1) by harming PavCo's existing business relationships with concert promoters and by harming PavCo's future business opportunities for concert events. I will discuss those harms in more detail later but provide below an overview of the parties' positions and evidence regarding s. 17.

[26] To support its position regarding all the harms noted above, PavCo provided affidavit evidence from its Director of Business Development and Event Sales (Director), the Paralegal and from AEG's Vice President - Assistant General Counsel who also acts as in-house counsel for Messina (Vice President). Among other things, PavCo relies on this combined affidavit evidence to argue the harms noted above could reasonably be expected to occur for the following reasons:

- PavCo routinely negotiates concert agreements which have similar clauses or requirements such as license fees, rent charges, mandatory insurance limits and food and merchandise sales arrangements.

- PavCo has several current and upcoming contracts to negotiate and concert promotion companies are actively seeking information about what terms PavCo has agreed to accept in recent negotiations and how their contract terms compare to the contracts of other concert promoters.

- There are currently a small number of concert promotion companies such as AEG/Messina and Live Nation that dominate the market which means PavCo will have to negotiate with the same companies who have similar interests in negotiations.

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[24] *British Columbia (Minister of Citizens' Services) v. British Columbia (Information and Privacy Commissioner),* 2012 BCSC 875 at para. 43.
[25] *Merck Frosst Canada Ltd. v Canada (Health),* 2012 SCC 3 at para. 219.

[27] The Director says PavCo is currently negotiating licensing agreements for the use of BC Place Stadium for 11 concerts in 2027 and is expecting to negotiate licensing agreements for four concerts at BC Place Stadium in 2028.[26] The Director also attests that the Agreement at issue in this inquiry is similar to contracts that PavCo routinely negotiates with concert promoters. Given these similarities, the Director says that disclosing the information at issue would reveal PavCo's negotiating range to other concert promoters who would use this information to demand the same or more favourable terms for themselves in future negotiations.

[28] The Director provided a recent example of a situation where another concert promoter recently asked the Director to match the same deal that PavCo offered to a local sports franchise, after learning of the deal from an online news source.[27] The Director also attests that they have received four telephone calls from concert promoters seeking to negotiate licensing agreements for potential concerts in 2027 and 2028 and have been asked by those promoters how the terms offered to them by PavCo compare to other concert contracts.[28]

[29] PavCo also relies on Schedule D of the Agreement which it says contains a clause that requires it to keep the material terms of the contract confidential and to disclose confidential information only to the extent required to comply with the law. PavCo argues that the information it has withheld in the Agreement complies with the law because it is authorized under s. 17(1) of FIPPA to refuse access to that information.

[30] PavCo acknowledges there are past OIPC decisions that have found s. 17(1) did not apply to contracts involving BC Place Stadium, but argues those decisions are distinguishable for a variety of reasons.[29] For example, PavCo contends some of those previous contracts were for unique events such as a women's Olympic qualifying event or for long-term agreements related to a sports franchise such as the Whitecaps rather than the type of contract at issue here.

[31] Furthermore, PavCo contends those past OIPC decisions found s. 17(1) did not apply because there was no supporting evidence to prove the alleged harms, but that it has provided the necessary evidence in this case. Therefore, PavCo submits its evidence and arguments demonstrate that the circumstances and the type of contract at issue here are different from past OIPC orders and

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[26] Director's affidavit at paras. 11 and 42.
[27] Director's affidavit at paras. 37-39.
[28] Director's affidavit at paras. 45-46.
[29] PavCo submission dated July 13, 2026 at para. 24, citing Order F19-03, 2019 BCIPC 4 (CanLII), Order F16-27, 2016 BCIPC 29 (CanLII), Order F14-49, 2014 BCIPC 53 (CanLII), Order F14-05, 2014 BCIPC 6 (CanLII).

that the information at issue in the Agreement should not be disclosed under s. 17(1).

[32] On the other hand, the Applicant submits PavCo's arguments and evidence are unpersuasive or insufficient to prove there is a reasonable expectation of probable harm under s. 17(1). Among other things, the Applicant argues PavCo's fears about the alleged harms are unfounded because "the public body does not demonstrate how public disclosure of a contract would impact or has ever impacted any of the events it has hosted since B.C. Place Stadium's opening in 1983."[30] The Applicant says PavCo previously disclosed another concert agreement involving a high-profile musician to the Applicant and there is no proof that any of the alleged harms occurred in that situation.[31]

[33] Moreover, the Applicant argues "the public has the right to know and see the contract between a public body and a venue tenant."[32] The Applicant says the people of BC have the right to know that PavCo is managing BC Place Stadium properly and "that it is not giving preferential treatment – including any sweetheart concessions – to one client over another."[33]

[34] The Applicant also argues PavCo has failed to provide proof of any existing negotiations or "date holds" and that it is "advancing a bald assertion" about the alleged harm to its negotiating position.[34] The Applicant says PavCo's submissions about harm fails to recognize that there are other factors that would affect a company's decision to enter into a concert agreement with PavCo or that affects the negotiation of contract terms or the potential revenue PavCo could obtain from concert events such as market conditions, economic trends, and fluctuating consumer preferences and spending for concert tickets and merchandise.

[35] The Applicant further argues PavCo's arguments about harm fail to recognize that PavCo has leverage in negotiations because of the following factors: BC Place Stadium is the only indoor facility of its size on the west coast of Canada or the United States of America; the facility is unique and versatile; the desirable location of the facility and the market size; PavCo has a track record of successfully hosting major events at BC Place Stadium; and the currency change makes it cheaper for Americans to host their events at BC Place Stadium. The Applicant contends those factors "naturally weigh in favour of PavCo and are benefits to new and returning tenants that would outweigh any concern about public disclosure of contractual terms."[35]

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[30] Applicant's submission dated August 4, 2026 at para. 8.
[31] Applicant's submission dated August 4, 2026 at paras. 6-7.
[32] Applicant's submission dated October 9, 2026 at para. 15.
[33] Applicant's submission dated August 4, 2026 at para. 20.
[34] Applicant's submission dated August 4, 2026 at para. 8.
[35] Applicant's submission dated August 4, 2026 at para. 15.

[36] Lastly, the Applicant cites several previous OIPC orders to argue that the same type of harms argued by PavCo in this inquiry, under s. 17(1), have been rejected by past adjudicators.[36] The Applicant contends concert promoters should expect contracts with public bodies to be made public and that Schedule D and its confidentiality clause is not relevant or determinative because public bodies cannot contract out of their obligations under FIPPA.

Prior jurisprudence regarding s. 17 and PavCo or contracts

[37] As noted by both parties, there are several OIPC orders that have found s. 17(1) does *not* apply to a contract between PavCo and a company or an organization for the use of BC Place Stadium.[37] In some of those orders, PavCo made the same or similar arguments about harm under s. 17(1) as it did in this inquiry and those arguments were rejected for one or more of the following reasons:

- PavCo did not describe any current or future negotiations that would be impacted by the disclosure, nor did it establish a direct link between the disclosure of the information and harm to any current or future negotiations regarding a similar event.

- PavCo did not provide objective evidence that shows its freedom to negotiate the most favorable terms for lease agreements for the use of BC Place Stadium would be compromised, or that disclosing the terms negotiated for one event would compromise negotiations for another event.

- There was no evidence that a public body got a worse deal the next time a deal was negotiated or that its negotiating expenses increased even though contracts with public bodies have been disclosed in the past.

- PavCo did not provide evidence that demonstrates the contract terms at issue were the same as other contracts and would be negotiated under the same conditions and circumstances.

- PavCo did not provide evidence that shows a company or an organization asked to match contract terms because of learning what PavCo had

[36] Applicant's submission dated August 4, 2026 at paras. 24-31, citing for example Order F20-36, 2020 BCIPC 42 (CanLII); Order F14-49, 2014 BCIPC 53 (CanLII); Order F10-24, 2010 BCIPC 35 (CanLII).

[37] I note that this is the first OIPC order that has considered whether s. 17(1) applies to a contract between PavCo and another party regarding a concert at BC Place Stadium, rather than a sports-related event.

agreed to in another contract or that PavCo was compelled to accept such requests.

- PavCo did not provide objective evidence that shows a company or an organization said it would take its business elsewhere if key elements or terms in its agreements with PavCo, or in another company's agreement with PavCo, are made public.

- PavCo did not provide evidence that shows it bids with other concert venues for events, including how frequently it bids on events or to what extent it bids on events.

- PavCo did not sufficiently rebut the argument that BC Place Stadium is the only venue in BC capable of hosting the event and meeting the company or organization's needs or that there are other factors which would affect PavCo's revenue or a potential client's decision to host their event at BC Place Stadium.[38]

[38] On the other hand, previous OIPC orders have found s. 17(1) applies in the following circumstances:

- There were extensive submissions and supporting evidence which provided convincing details and examples of how specific harms could reasonably be expected to result in accordance with s. 17(1), or examples of similar circumstances where the Province previously suffered financial harm.

- There was evidence that described plausible hypothetical outcomes that could reasonably be expected to harm the public body's financial and economic interests in accordance with s. 17(1).

- The public body's arguments and evidence, combined with a review of the relevant records, established a logical connection between the information at issue and the alleged harms.[39]

[39] Taking those previous decisions into account, I will consider each of PavCo's alleged harms below.

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[38] For example, Order F10-24, 2010 BCIPC 35 (CanLII); Order F14-05, 2014 BCIPC 6 (CanLII); Order F14-49, 2014 BCIPC 53 (CanLII); Order F16-27, 2016 BCIPC 29 (CanLII); Order F16-51, 2016 BCIPC 57 (CanLII); Order F19-03, 2019 BCIPC 4 (CanLII), upheld on judicial review at *Vancouver Whitecaps FC LP v British Columbia (Information and Privacy Commissioner)*, 2020 BCSC 2035 (CanLII); Order F25-40, 2025 BCIPC 48 (CanLII); Order F25-66, 2025 BCIPC 76 (CanLII).

[39] For example, Order F10-34, 2010 BCIPC 50 (CanLII); Order F15-68, 2015 BCIPC 74 (CanLII); Order F25-66, 2025 BCIPC 76 (CanLII).

Analysis regarding s. 17(1)(f): harm to PavCo's negotiating position

[40] PavCo argues the disclosure of the information that it redacted under s. 17(1) could reasonably be expected to harm its negotiating position because other concert promoters would demand similar or more favourable terms in their contracts, and it would be difficult for PavCo to justify refusing to match the same terms or PavCo would need to make other concessions. Therefore, PavCo contends that its ability to successfully negotiate concert agreements that favour PavCo's interests and the Province's interests would be negatively impacted if the information at issue under s. 17(1) were disclosed and would unfairly provide other concert promoters with valuable information about PavCo's negotiating range.

[41] For the reasons that follow, I am satisfied the disclosure of some of the information at issue under s. 17(1) could reasonably be expected to harm PavCo's negotiating position in a way that would harm PavCo's financial interests. Previous OIPC orders have found there was a reasonable expectation of probable harm to PavCo's negotiating position and financial interests under s. 17(1) when there was evidence of ongoing contract negotiations between PavCo and another party and the evidence established a direct connection between the disclosure of the information at issue and PavCo's ability to obtain commercially reasonable rates or terms for that contract.[40]

[42] In the present case, PavCo's evidence and my own review of the Agreement persuades me of the following:

- PavCo negotiates with concert promoters who are large companies in the entertainment industry with similar financial means and who do not differ materially in their needs and interests during negotiations for concert events.

- PavCo has several current and upcoming concert contracts to negotiate that have clauses that are similar to certain financial information redacted in the Agreement such as a license fee, facility fee, rent charges, insurance coverage for the event, complimentary ticket and suite allowances, and revenue allocation between the contracting parties.

- Other concert promotion companies would be interested in learning what Messina and PavCo agreed to regarding those clauses and would find this information valuable and relevant for their own negotiations with PavCo.

[40] Order F25-66, 2025 BCIPC 76 (CanLII) at paras. 52-53 and Order F25-40, 2025 BCIPC 48 (CanLII) at paras. 193-194.

- The disclosure of the information at issue would reveal PavCo's negotiating range about those clauses to the other concert promoters who could reasonably be expected to use this information to their negotiating advantage and to PavCo's financial detriment. For example, event promoters could use this information as a useful benchmark in future negotiations with PavCo secure in the knowledge that the demand is within PavCo's negotiating range.

[43] Unlike past OIPC orders, I find PavCo has provided sufficient and detailed evidence in this case that assists me in understanding the logical connection between the disclosure of certain information in the Agreement and the reasonable expectation of probable harm to PavCo's negotiating position and its financial interests. Specifically, I find the Director's evidence persuasive because they provided relevant information about their personal interactions with concert promoters and because of their personal experience negotiating licensing agreements with concert promoters on behalf of PavCo for the past five years.

[44] I have considered the Applicant's argument that there is no evidence that the public disclosure of a contract involving BC Place Stadium has resulted in any of the harms alleged by PavCo under s. 17(1), including the disclosure of another concert agreement involving a high-profile musician.[41] However, as discussed further above, the standard of proof under s. 17(1) does not require evidence that the alleged harm is probable or that it has occurred in the past. Instead, the public body must demonstrate that the disclosure of the specific information at issue will result in a risk of harm that is well beyond the merely possible or speculative, which I find PavCo has done in this case for certain information in the Agreement.[42]

[45] I have also considered the Applicant's argument that the people of BC have the right to know that PavCo is managing BC Place Stadium properly. While public accountability is part of FIPPA's purposes, s. 17(1) is an exception to the right of access and the analysis under s. 17(1) does not consider whether the disclosure of the disputed information would be desirable for public scrutiny.

[46] I find, however, that PavCo has redacted information in the Agreement that is not like the information that I found above could reasonably be expected to harm PavCo's negotiating position if disclosed.[43] It is not apparent to me that this information is a standard contract term that PavCo will have to negotiate as part of any current or future licensing agreement for a concert event at BC Place Stadium. Furthermore, this information does not reveal any details about the

[41] I was not provided with a copy of the concert agreement involving the other high-profile musician, so I am unable to assess whether the information at issue here is similar to that concert agreement.
[42] This information is located on pp. 1, 2, 8, 10, 12 and 13 of the Agreement.
[43] This information is located on pp. 2, 10 and 11 of the Agreement.

financial arrangements between PavCo and Messina regarding, for example, revenue allocation and license fees; therefore, its value to other concert promoters in future negotiations with PavCo is unclear.[44] It also seems to me that, if requested by other concert promoters, PavCo could easily agree to make the same type of arrangements for those concert events without experiencing any negative financial impacts or incurring any costs. Therefore, without more, I am not satisfied there is a direct and logical connection between the disclosure of this specific information and the alleged harm to PavCo's negotiating position and its financial interests.

[47] For all those reasons, I am satisfied that s. 17(1)(f) applies to some of the information redacted in the Agreement. For the information that I found s. 17(1)(f) does not apply, I will consider whether the disclosure of this information could reasonably be expected to harm PavCo's existing business relationships under s. 17(1).[45]

Analysis regarding s. 17(1): harm to PavCo's business relationships

[48] PavCo argues the disclosure of the information that it redacted under s. 17(1) could reasonably be expected to harm its financial interests generally under s. 17(1) by damaging its existing business relationships with concert promoters and, thereby, result in a loss of revenue for PavCo. If the information is disclosed, PavCo says concert promoters will lose trust in its ability to keep their contractual terms confidential and decide to host their events at other venues that are not subject to FIPPA.

[49] In support, the Director says PavCo's relationship with Messina has been adversely affected by the prospect that the information at issue may be disclosed to the public, and that Messina wrote to PavCo to express disappointment in "this process and the fact that virtually nothing is protectable, including certain proprietary information that PavCo has agreed (in writing) would be treated as confidential."[46] The Vice-President says the risk that the information at issue may be subject to mandatory disclosure has negatively impacted Messina's confidence in the ability of PavCo and other public bodies in BC to protect the confidentiality of commercially sensitive and proprietary information contained in its agreements.[47]

[50] PavCo's evidence indicates Messina is disappointed and displeased with the possibility of disclosure under FIPPA. However, I am not persuaded that this

[44] For example, information found on p. 10 of the Agreement.
[45] It is not necessary for me to consider whether the disclosure of the information that I found PavCo is authorized to withhold under s. 17(1)(f) could also reasonably be expected to harm PavCo's existing business relationships under s. 17(1).
[46] Director's affidavit at para. 27 and Exhibit "D", and PavCo's submission dated July 13, 2026 at para. 39.
[47] Vice-President's affidavit at para. 10.

evidence establishes Messina or another concert promoter could reasonably be expected to take their business elsewhere if the information at issue under s. 17(1) were disclosed. Instead, the Vice-President's evidence indicates Messina expects to enter into future agreements with PavCo. Specifically, the Vice-President says disclosure of the information at issue "would indicate a risk that similar information in any future agreement between Messina and [PavCo] may be subject to mandatory disclosure, which would, from Messina's perspective, be a factor weighing against acceptance of terms that favour [PavCo] in future agreements."[48]

[51] Moreover, as noted further above, there are several publicly available OIPC decisions dating back to 2010 and a court case issued in 2020 involving PavCo and the disclosure of contracts regarding BC Place Stadium. PavCo clearly knew about those decisions, and they were also easily available to Messina and its legal counsel when the Agreement was negotiated and completed. Therefore, PavCo is clearly aware that it is a public body subject to FIPPA and that the risk of disclosure under FIPPA for contracts involving BC Place Stadium has always been a possibility for well over a decade.

[52] I understand PavCo wants to preserve its business relationship with Messina by protecting the information at issue. However, given those decisions, I would expect any company or organization in a business relationship with PavCo or interested in licensing the use of BC Place Stadium, to understand that there is no guarantee of confidentiality when it comes to contracts involving BC Place Stadium. Therefore, it is not credible for Messina to take the position that it trusted PavCo to guarantee non-disclosure of the Agreement and that the possibility of disclosure under FIPPA entitles Messina to refuse to accept terms that are favourable to PavCo in future contract negotiations.

[53] Lastly, as noted further above, the information at issue here in the Agreement does not reveal any financial arrangements between Messina and PavCo. I also find this information does not reveal any personal or controversial details about an individual or about Messina, nor does it seem commercially sensitive as claimed by the Vice-President. Therefore, it is not apparent why its disclosure could reasonably be expected to result in Messina no longer being willing to conduct business with PavCo regarding the use of BC Place Stadium.

[54] Ultimately, I find PavCo's evidence in this inquiry does not sufficiently support its argument that the disclosure of the information at issue here could reasonably be expected to result in PavCo's existing clients deciding to take their business elsewhere. I will consider next whether the disclosure of this information could reasonably be expected to harm PavCo's future business and revenue under s. 17(1).

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[48] Vice-President's affidavit at para. 12, my emphasis.

Analysis regarding s. 17(1): harm to PavCo's future business

[55] PavCo argues disclosure of the information that it redacted under s. 17(1) could reasonably be expected to harm its future business opportunities and revenue because PavCo's competitors would use the information to offer similar or better contract terms or incentives to concert promoters which would take away business and revenue from PavCo. It says this harm could reasonably be expected to occur because concert promoters have other venue options such as privately owned stadiums like Rogers Arena that are not subject to FIPPA and options such as Lumen Field in Seattle, Washington.

[56] The Applicant argues BC Place Stadium is unique on the west coast of North America because it is the only indoor facility of its size with a retractable roof. The Applicant notes that the final four venues of the Eras Tour were all indoor facilities. The Applicant says SoFi Stadium in Inglewood California is the only other comparable major venue with a roof and a seating capacity greater than 50,000.

[57] In response, PavCo says Lumen Field "seats approximately 69,000 people and has a partial roof which shields approximately 70% of the seats from the weather."[49] Therefore, PavCo argues a partial roof is not a deterrent for concert promoters and says, "Lumen Field will host 15 concerts between August and December 2026, while BC Place will host 9 concerts over the same period."[50] The Applicant, however, argues PavCo's evidence is misleading because it inaccurately compares BC Place Stadium's concert schedule with Lumen Field in Seattle. For example, the Applicant says there is only one concert, and not 15 as claimed by PavCo, scheduled between August and December 2026 for Lumen Field.[51]

[58] I understand PavCo is arguing that if its competitors knew the terms of the Agreement, such as the rental fee or the facility fee, then PavCo could reasonably be expected to lose out on future business because competing venues would offer lower rates to prospective clients to persuade them to hold their event at their venue instead of at BC Place Stadium. However, the information at issue here does not reveal any financial arrangements between Messina and PavCo; therefore, it is not apparent how PavCo's competitors could use this information to offer better rates or more attractive revenue sharing arrangements. Instead, in my view, most of the information at issue here is about non-financial terms or arrangements specific to the Concerts and BC Place Stadium. It is not apparent, and PavCo does not sufficiently explain, how other competing venues could reasonably be expected to use this information to take future business away from BC Place Stadium.

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[49] PavCo's submission dated August 17, 2026 at para. 29.
[50] PavCo's submission dated August 17, 2026 at para. 29.
[51] Applicant's submission dated October 9, 2026 at para. 6.

[59] I also note that previous OIPC orders have rejected similar arguments because PavCo did not provide objective evidence that shows it bids with other concert venues for events, including how frequently it bids on events or to what extent it bids on events.[52] I make the same finding here. I do not have sufficient evidence that demonstrates BC Place Stadium competes with other venues for the same concert events or that other venues are even interested in what PavCo agreed to in the Agreement or in another licensing agreement.

[60] For example, the Director says disclosing the information at issue would enable competing event venues to offer similar terms when dealing with Messina or other concert promoters or provide other incentives to lure future events away from PavCo. The Director also believes "event venues are attuned to any information about the terms offered by other venues and are likely to incorporate such information into their business practices to the extent that it provides them an advantage over their competitors, which would also result in financial loss to [PavCo]."[53] However, unlike their evidence regarding the harm to PavCo's negotiating position, I find the Director's evidence about the alleged harm to PavCo's ability to compete for future concert events is too vague and speculative and unsupported by any persuasive examples or specific personal experiences.

[61] Moreover, in support of its position, PavCo says Lumen Field will host 15 concerts between August and December 2026 and provided a copy of Lumen Field's event calendar.[54] I understand PavCo provided this evidence to support its argument that Lumen Field is a direct competitor because of the number of concert events that it has scheduled. However, I was not provided with any evidence that PavCo competed with Lumen Field for those concert events (which consist mostly of indie music groups, electronic music producers or international music artists or genres) or that those artists were interested in using BC Place Stadium for their events. I also find the Applicant's arguments and evidence casts some doubt on whether Lumen Field's partial roof can compete with BC Place Stadium's fully enclosed venue for certain events. Therefore, without more, I am not persuaded there is a clear and direct connection between the disclosure of the information at issue here and PavCo's ability to compete for future concert events with other venues such as Lumen Field in Seattle, Washington.

Analysis regarding s. 17(1)(d): undue financial loss or gain

[62] Section 17(1)(d) protects 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. As previously noted, PavCo did not make any identifiable arguments about s. 17(1)(d). It is also

[52] For example, Order F14-49, 2014 BCIPC 53 (CanLII) at para. 23.
[53] Director's affidavit at para. 54.
[54] Exhibit "G" of Paralegal's affidavit.

unclear how the disclosure of the information at issue here meets the requirements under ss. 17(1) and 17(1)(d).

[63] For example, PavCo may mean the disclosure of the information at issue could reasonably be expected to result in undue financial loss to Messina or in undue financial gain to one of Messina's competitors. However, the information at issue here in the Agreement does not reveal any financial arrangements between Messina and PavCo, nor does it seem commercially sensitive as claimed by the Vice-President. Therefore, it is not apparent why its disclosure could reasonably be expected to result in undue financial loss to Messina, undue gain to another third party or a reasonable expectation of probable harm to PavCo's financial interests. Therefore, without more, I am not persuaded ss. 17(1) and 17(1)(d) apply in this case.

Conclusion on s. 17

[64] For the reasons discussed above, I am satisfied that ss. 17(1) and 17(1)(f) apply to some of the information redacted in the Agreement. I find, however, that ss. 17(1), 17(1)(d) or 17(1)(f) do not apply to other information that PavCo redacted in the Agreement.

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

[65] PavCo applied s. 21(1) to all the information that it withheld under ss. 17(1), 17(1)(d) or 17(1)(f). I will consider whether s. 21(1) applies to all this information and to the information on page 4 of the Agreement that PavCo only withheld under s. 21(1).

[66] Section 21(1) of FIPPA requires public bodies to refuse to disclose information that could reasonably be expected to harm the business interests of a third party. Schedule 1 of FIPPA defines a "third party" to mean "any person, group of persons or organization other than (a) the person who made the request, or (b) a public body." PavCo argues that disclosing the information at issue under s. 21(1) would harm Messina's business interests. It is not in dispute that Messina is a third party under FIPPA.

[67] Past jurisprudence has established the principles and analysis for determining whether s. 21(1) applies.[55] The party resisting disclosure must first demonstrate that disclosing the information at issue would reveal the type of information listed in s. 21(1)(a). Next, it must show that this information was supplied in confidence to the public body under s. 21(1)(b). Finally, it must establish that disclosure of the information at issue could reasonably be expected to cause one or more of the harms set out in s. 21(1)(c). All three elements must

[55] See for example, Order F17-14, 2017 BCIPC 15 at para. 9 and *Vancouver Whitecaps FC LP v. British Columbia (Information and Privacy Commissioner)*, 2020 BCSC 2035 (CanLII).

be met to properly withhold information under s. 21(1). I will discuss these requirements and the parties' arguments below.

Section 21(1)(a): What type of information has been withheld?

[68] Section 21(1)(a) states the head of a public body must refuse to disclose to an applicant information 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.

[69] PavCo and the Vice-President say disclosing the information at issue under s. 21(1) would reveal Messina's trade secrets because the wording of the contract terms is "unique and proprietary to Messina."[56] The Vice-President also argues disclosing the information at issue would reveal sensitive commercial information. The Applicant concedes "for the sake of expediency" and consistent with prior OIPC decisions that the information at issue under s. 21(1) is "commercial information."[57]

[70] Based on my review of the records, I find the type of information listed under s. 21(1)(a)(ii) that may be relevant here is commercial or financial information of, or about, a third party. FIPPA does not define the terms "commercial" or "financial" information; however, previous OIPC orders have found information is "commercial information" if it relates to commerce and the buying and selling of goods and services.[58] Information is "financial information" under s. 21(1)(a)(ii) if it is about things such as prices charged for goods and services, assets, liabilities, expenses, cash flow, profit and loss data, operating costs, financial resources or arrangements.[59]

[71] I find the information at issue here is clearly commercial information or financial information, as other OIPC orders have defined this term. This information is part of a licensing agreement or commercial contract between PavCo and Messina for the use of BC Place Stadium and includes the terms and conditions on which the parties agree for Messina to use the stadium for the Concerts, including revenue sharing arrangements between the parties. It is also clearly information of Messina, who is a third party for the purposes of s. 21(1).

[72] Therefore, I find the information at issue here is commercial or financial information of Messina under s. 21(1)(a)(ii). Given my finding about s. 21(1)(a)(ii), it is not necessary for me to also decide if the information at issue here reveals Messina's trade secrets under s. 21(1)(a)(i).

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[56] PavCo's submission dated July 13, 2026 at para. 52.
[57] Applicant's submission dated August 4, 2026 at para. 32.
[58] For example, Order F05-09, 2005 CanLII 11960 (BC IPC) at para. 9.
[59] For example, Order F17-41, 2017 BCIPC 45 (CanLII) at paras. 59-61.

Section 21(1)(b): Was the information supplied in confidence?

[73] Having found some of the information at issue reveals commercial information of or about a third party under s. 21(1)(a)(ii), the next step is to consider whether that information was supplied in confidence under s. 21(1)(b). This step of the s. 21(1) test involves a two-part analysis. It is first necessary to determine whether a third party supplied the information at issue to the public body. If so, the second part of the analysis is to determine whether the third party supplied that information, implicitly or explicitly, in confidence.[60]

Did a third party supply the information at issue to PavCo?

[74] Previous OIPC orders have established that the contents of a contract between a public body and a third party is normally negotiated and, therefore, that information will not qualify as having been "supplied" under s. 21(1)(b).[61] Information may be delivered by a single party or the contractual terms may be initially drafted by only one party, but that information or those terms are not "supplied" if the other party must agree to the information or the terms in order for the agreement to proceed.[62] Therefore, with two exceptions which I will discuss below, it is well-established that information in a contract or information that is a part of, or a result of, negotiations between a public body and a third party is not supplied information under s. 21(1)(b).[63]

[75] Prior jurisprudence has established two exceptions to the general rule about information in contracts being negotiated information under s. 21(1)(b).[64] The first exception is where the information that the third party provided is immutable and not open or susceptible to negotiation and was incorporated into the contract without change. An example of this would be where the third party has provided fixed overhead or labour costs for inclusion in a contract. For information to be immutable, it must be "non-negotiable" such that the third party could not change the information, even if it wanted to.[65]

[76] The second exception is where disclosure would allow a reasonably informed observer to draw accurate inferences about underlying confidential information supplied by a third party. This exception protects information in a negotiated contract that would reveal other information that was supplied in

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[60] See Order F15-71, 2015 BCIPC 77 at para. 11.
[61] Order F06-20, 2006 CanLII 37940 (BC IPC) at para. 11.
[62] Order 01-39, 2001 CanLII 21593 (BC IPC) at para. 44.
[63] Order 01-39, 2001 CanLII 21593 (BC IPC) at paras. 43-46, upheld on judicial review in *Canadian Pacific Railway v. British Columbia (Information and Privacy Commissioner)*, 2002 BCSC 603 at para. 79.
[64] *Vancouver Whitecaps FC LP v British Columbia (Information and Privacy Commissioner)*, 2020 BCSC 2035 (CanLII) at para. 29 and Order F15-04, 2015 BCIPC 4 (CanLII) at para. 15.
[65] Order F23-77, 2023 BCIPC 92 (CanLII) at para. 26

confidence by a third party to the public body, but which was not expressly contained in the contract.[66]

[77] In the present case, I find the Agreement is a contract between PavCo and Messina regarding the use of BC Place Stadium for the Concerts and the information at issue under s. 21 is a part of this contract. I also find PavCo did not provide sufficient explanation or evidence as to how the redacted information at issue was supplied to PavCo for the purposes of s. 21(1)(b) rather than negotiated or susceptible to change, as would normally be the case with the contents of a contract. Instead, PavCo and the Vice-President both discuss how the Agreement at issue in this case was negotiated by PavCo and Messina.[67] Therefore, I am satisfied the information at issue under s. 21(1) is in a contract negotiated by PavCo and Messina and that information would have been susceptible to change during negotiations or discussions.

[78] Furthermore, it is not apparent from the Agreement itself that the information at issue here is a fixed or immutable cost or how it might give rise to reasonable inferences about Messina's "confidential business information."[68] I also find PavCo and the Vice-President did not sufficiently explain or provide supporting evidence to establish the information at issue here qualifies as that kind of information.[69] Therefore, based on the materials before me, I am not persuaded the information at issue falls under an exception to the general rule that information in a contract is negotiated rather than supplied under s. 21(1)(b).

[79] For all those reasons, I find the information that PavCo redacted under s. 21 was not supplied for the purposes of s. 21(1)(b).[70] Accordingly, I find the s. 21(1)(b) requirement is not met for the information at issue in the Agreement.

Conclusion on s. 21(1)

[80] To conclude, I find the information at issue in the Agreement qualifies as commercial or financial information under s. 21(1)(a)(ii). However, I find none of the information at issue was supplied for the purposes of s. 21(1)(b). This finding conclusively determines the issue of whether PavCo is required to withhold the information at issue under s. 21(1). Since all parts of the s. 21(1) test must be met, it is not necessary for me to consider whether the information at issue was supplied to the public body in confidence or whether disclosure of the information

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[66] *Canadian Pacific Railway v. British Columbia (Information and Privacy Commissioner)*, 2002 BCSC 603 (CanLII) at para. 75 and Order F15-04, 2015 BCIPC 4 (CanLII) at para. 15.
[67] For example, PavCo's submission dated July 13, 2026 at para. 30 and Vice-President's affidavit at para. 6.
[68] *Vancouver Whitecaps FC LP v British Columbia (Information and Privacy Commissioner)*, 2020 BCSC 2035 (CanLII) at para. 54.
[69] PavCo relied on the Vice-President's affidavit to support its position under s. 21(1).
[70] I also discuss PavCo's evidence regarding the "supply" requirement for s. 21(1)(b) under my analysis of s. 22(2)(f) (supplied in confidence) and adopt those reasons here for s. 21(1)(b).

at issue could reasonably be expected to cause one of the harms listed under s. 21(1)(c).[71] Ultimately, I find s. 21(1) does not apply to any of the information in dispute in the Agreement.

Unreasonable invasion of third-party personal privacy – s. 22

[81] PavCo withheld some information on page 11 of the Agreement under s. 22(1).[72] Section 22(1) of FIPPA requires a public body to refuse to disclose personal information that would unreasonably invade a third-party's personal privacy.

[82] A "third party" is defined in Schedule 1 of FIPPA as any person, group of persons or organization other than the person who made the access request or a public body. Neither PavCo nor Messina requested a third party be invited to participate in the inquiry regarding the applicability of s. 22(1). Instead, the Vice-President requested PavCo make submissions on behalf of any relevant third parties to ensure the information at issue was protected under s. 22(1).[73]

[83] Numerous OIPC orders have considered the application of s. 22 and I will apply the same approach in this inquiry. I will explain that approach in my discussion and analysis below.

Personal information

[84] Section 22 applies only to personal information; therefore, the first step in the s. 22 analysis is to determine if the information at issue is personal information under FIPPA. As previously noted, PavCo who is the public body in this inquiry has the burden of proving the information at issue qualifies as personal information.

[85] "Personal information" is defined in Schedule 1 of FIPPA as "recorded information about an identifiable individual other than contact information." Information is about an identifiable individual when it is reasonably capable of identifying a particular individual, either alone or when combined with other available sources of information.

[86] "Contact information" is defined in Schedule 1 of FIPPA as "information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual." Whether information

[71] The BC Supreme Court approved this approach in *Vancouver Whitecaps FC LP v British Columbia (Information and Privacy Commissioner)*, 2020 BCSC 2035 (CanLII) at para. 53.
[72] It did not withhold any other information in the Agreement under s. 22(1).
[73] Vice-President's affidavit at para. 17.

will qualify as contact information under s. 22 depends on the context in which the information appears in the records.[74]

[87] The information at issue under s. 22 is found in Schedule D of the Agreement under a section titled "Confidentiality." PavCo says this redacted information is personal information and that it "records the extent to which identifiable individuals are entitled to protection of personal details under the Confidentiality Clause in the Agreement."[75]

[88] I am satisfied some of the redacted information at issue under s. 22 is personal information under FIPPA. This information identifies several individuals by name or by a term that could be used to identify a particular individual. As noted by PavCo, this information appears in a clause about confidentiality obligations related to the Agreement and the Concerts. Given this context, I find this information was not provided in the Agreement for business contact purposes. Therefore, I conclude this information qualifies as personal information as defined in FIPPA.

[89] However, I find the rest of the information that PavCo withheld under s. 22(1) is not about an identifiable individual. Some of this information refers to groups of people by their job title or a similar role-based description. No specific names are associated with that information and PavCo did not sufficiently explain how someone could use this information to identify a particular individual. Therefore, I conclude this information is not personal information under FIPPA. This finding is consistent with past OIPC orders that have found information about groups of people is not personal information when the people in question are not identifiable.[76] I agree with that conclusion and find the information that references a group of people is not about an identifiable individual.

[90] PavCo also redacted a defined term for the name of a company even though it disclosed the company's name and the defined term elsewhere in the Agreement. Corporations and companies do not have personal privacy rights under s. 22 of FIPPA.[77] It is unclear and PavCo did not sufficiently explain how this corporate information is about an identifiable individual for the purposes of s. 22 rather than about the company. Therefore, I find it is not personal information under FIPPA.

[91] To conclude, except for the defined term for a company's name and a group of people identified by their job title or role, I find the information at issue under s. 22 qualifies as personal information as defined in FIPPA.

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[74] Order F21-35, 2021 BCIPC 43 (CanLII) at para. 164.
[75] PavCo's submission dated July 13, 2026 at para. 61.
[76] Order F17-51, 2017 BCIPC 56 (CanLII) at para. 14; Order F05-30, 2005 CanLII 32547 (BCIPC) at para. 36; and Order F23-28, 2023 BCIPC 32 (CanLII) at para. 33.
[77] Order F17-39, 2017 BCIPC 43 at para. 75.

Section 22(4) – disclosure not an unreasonable invasion

[92] The second step in the s. 22 analysis is to determine if the information that I found qualifies as personal information falls into any of the types of information or circumstances listed in s. 22(4). If it does, then the disclosure of the personal information is not an unreasonable invasion of a third party's personal privacy, and the information cannot be withheld under s. 22(1).

[93] PavCo argues none of the provisions under s. 22(4) apply. The Applicant, however, submits ss. 22(4)(e) (public body employee's position or functions) and 22(4)(f) (contract to supply goods or services to a public body) apply in this case. I have reviewed the other provisions under s. 22(4) and, based on the materials before me, I find no other provisions under ss. 22(4) are relevant to this inquiry. I will consider ss. 22(4)(e) and 22(4)(f) below.

A public body employee's position or functions – s. 22(4)(e)

[94] Section 22(4)(e) states the disclosure of personal information about a third party's position, functions or remuneration as an officer, employee or member of a public body is not an unreasonable invasion of the third party's personal privacy. Citing Order F20-46, the Applicant submits s. 22(4)(e) applies to information that reveals third-party employees acting in a professional or employment capacity, including their names.[78]

[95] Previous OIPC orders have found that s. 22(4)(e) applies to information that reveals a public body employee's name, job title, duties, functions, remuneration (including salary and benefits) or position.[79] I found the information at issue is about several identifiable individuals. However, none of those individuals are officers, employees or members of PavCo or another public body, as required under s. 22(4)(e). Therefore, I find s. 22(4)(e) does not apply to the information at issue under s. 22.

Contract to supply goods or services to a public body – s. 22(4)(f)

[96] Section 22(4)(f) states that disclosure of personal information is not an unreasonable invasion of a third party's personal privacy if the disclosure reveals financial and other details of a contract to supply goods or services to a public body. Citing Order F20-46, the Applicant submits s. 22(4)(f) applies because the

[78] Applicant's submission dated August 4, 2026 at paras. 45-46, citing Order F20-46, 2020 BCIPC 55 (CanLII).
[79] For example, Order F20-54, 2020 BCIPC 63 (CanLII) at para. 56 and footnote 45.

information in dispute is contained in a contract between PavCo and a third party.[80]

[97] However, none of the contract terms are about Messina, or another third party, supplying goods or services to PavCo. Instead, PavCo (the public body) is supplying the use of BC Place Stadium to Messina (a third party). Therefore, I find the personal information in this case does not reveal financial and other details of a contract to supply goods or services *to a public body*, which is required under s. 22(4)(f). Accordingly, I conclude s. 22(4)(f) does not apply to any of the information that PavCo redacted under s. 22(1).

Section 22(3) – disclosure presumed to be an unreasonable invasion

[98] The third step in the s. 22 analysis is to determine whether any of the presumptions set out in s. 22(3) apply. Section 22(3) creates a presumption that the disclosure of certain types of personal information or in certain circumstances would be an unreasonable invasion of third-party personal privacy. These presumptions, however, can be rebutted in the last stage of the s. 22 analysis.

[99] The parties did not identify any s. 22(3) presumptions to consider, and I am satisfied there are no applicable s. 22(3) presumptions in this case.

Section 22(2) – relevant circumstances

[100] The final step in the s. 22 analysis is to consider all relevant circumstances to assess the impact of disclosing the personal information at issue. Section 22(2) requires a public body to consider the circumstances listed under ss. 22(2)(a) to (i) and any other relevant circumstances to determine whether disclosing the personal information at issue would be an unreasonable invasion of a third party's personal privacy. One or more of these circumstances may rebut any applicable presumptions found to apply under s. 22(3).

[101] PavCo submits ss. 22(2)(f) (supplied in confidence) and 22(2)(e) (unfair exposure to financial or other harm) are relevant circumstances that weigh in favour of withholding the information at issue. It also argues that s. 22(2)(a) (public scrutiny) is a factor that does not weigh in favour of disclosure.

[102] The Applicant did not identify any circumstances, including those listed under s. 22(2), that may be relevant to consider. However, the Applicant disputes PavCo's reliance on ss. 22(2)(f) (supplied in confidence) and 22(2)(e) (unfair exposure to financial or other harm) as a reason to withhold the information at issue.

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[80] Applicant's submission dated August 4, 2026 at paras. 45-46, citing Order F20-46, 2020 BCIPC 55 (CanLII).

[103] I have considered whether there are any other circumstances, including those listed under s. 22(2), that may apply. Based on the materials before me, I find there are three relevant circumstances to consider in this case: (1) whether the information at issue is of a sensitive nature; (2) the popularity of Taylor Swift (the Artist); and (3) the likelihood the information at issue would be publicly posted.

[104] I will consider all the above-noted circumstances below in my s. 22(2) analysis, starting with the s. 22(2) circumstances identified by the parties. There were no other relevant circumstances for consideration.

Subjecting a public body's activities to public scrutiny – s. 22(2)(a)

[105] Section 22(2)(a) considers whether disclosing the personal information is desirable for the purpose of subjecting the activities of the government of British Columbia or a public body to public scrutiny. Where disclosure would foster the accountability of a public body, then this may be a relevant circumstance that weighs in favour of disclosing the information at issue.[81]

[106] PavCo submits s. 22(2)(a) does not weigh in favour of disclosing the information at issue because "no public interest would be served by identifying the individuals about whom [PavCo] may have learned confidential details that are protected by [the confidentiality clause]."[82]

[107] The Applicant argues the public has a right to know that PavCo is managing BC Place Stadium properly and that it is not giving preferential treatment, including any sweetheart concessions, to one client over another.[83]

[108] It is not apparent how disclosing the personal information at issue would assist in holding PavCo, the BC government or another public body accountable for its actions. For example, none of the information at issue under s. 22 reveals any mismanagement by PavCo, as alleged by the Applicant.

[109] Moreover, PavCo has disclosed most of the information in the confidentiality clause to the Applicant and explained that the withheld information identifies people protected by the Confidentiality Clause.[84] I can confirm that the information at issue under s. 22 does not reveal anything more about those confidentiality obligations except to identify the relevant people. It is unclear how

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[81] Order F05-18, 2005 CanLII 24734 (BCIPC) at para. 49.
[82] PavCo's submission dated July 13, 2026 at para. 65.
[83] Applicant's submission dated August 4, 2026 at para. 20. I note the Applicant made these submissions in response to PavCo's arguments about s. 17; however, I find they can also apply to s. 22(2)(a).
[84] PavCo's submission dated July 13, 2026 at para. 65.

knowing the identities of those people would foster the accountability of a public body or the BC government.

[110] For all those reasons, I am not satisfied the disclosure of the personal information is desirable for subjecting PavCo's activities or another public body's activities to public scrutiny. Accordingly, I find s. 22(2)(a) does not weigh in favour of disclosure.

Supplied in confidence – s. 22(2)(f)

[111] Section 22(2)(f) requires a public body to consider whether the personal information was supplied in confidence. For s. 22(2)(f) to apply, there must be evidence that a third party supplied personal information to another and, at the time the information was provided, it was done so under an objectively reasonable expectation of confidentiality.[85]

[112] PavCo submits the information was supplied in confidence. In support of its position, PavCo notes that Schedule D of the Agreement contains a clause which requires it to keep the material terms of the Agreement confidential and to disclose confidential information only to the extent required to comply with the law (the Confidentiality Clause). The Vice-President submits the information at issue under s. 22(1) should not be disclosed because Messina has an obligation and an agreement with the Artist to keep the information at issue confidential.[86]

[113] The Applicant argues Schedule D is irrelevant because past OIPC orders have established that a public body cannot contract out of FIPPA and that the duty to provide access prevails over contractual wording that would negate rights or obligations under FIPPA.[87] The Applicant says PavCo made a promise to Messina that it should not have made and that Messina knew or ought to have known that a publicly-owned facility like BC Place Stadium is governed by public records law such as FIPPA.[88]

[114] It is well-established under s. 21(1)(b) of FIPPA that the contents of a contract between a public body and a third party is normally negotiated and, therefore, that information will not qualify as having been "supplied" under s. 21(1)(b). Given the similar language in the two provisions, I find the jurisprudence and principles under s. 21(1)(b) applicable to s. 22(2)(f) because those two provisions both require the information at issue to be supplied in confidence by a third party. There is nothing in my review of FIPPA that suggests

[85] Order F23-28, 2023 BCIPC 32 (CanLII) at paras. 78-83 and Order F11-05, 2011 BCIPC 5 (CanLII) at para. 41, citing and adopting the analysis in Order 01-36, 2001 CanLII 21590 (BC IPC) at paras. 23-26 regarding s. 21(1)(b).
[86] Vice-President's affidavit at para. 17.
[87] Applicant submission dated August 4, 2026 at paras. 4-5, citing Order 04-19, 2004 CanLII 45529 (BCIPC) at para. 46.
[88] Applicant submission dated August 4, 2026 at para. 19.

the phrase "supplied in confidence" under s. 22(2)(f) should be interpreted differently from s. 21(1)(b) when it comes to contracts.

[115] Instead, in Order 02-56, Adjudicator Francis concluded that information in a contract that is negotiated by the parties does not ordinarily meet the "supplied in confidence" test under s. 22(2)(f).[89] Similarly, in Order F10-44, Adjudicator Fedorak found that information in a contract was the result of negotiations between the public body and the third party and there was no indication as to whether a party "supplied" the information for the purposes of s. 22(2)(f).[90] Therefore, I adopt the same approach and reasoning that has been established under s. 21(1)(b) for the purposes of determining whether information in a contract was "supplied in confidence" under s. 22(2)(f). To avoid duplication, I have not repeated here all the relevant legal principles that I identified in my s. 21(1)(b) analysis but have considered and applied them below in determining whether the information at issue in the Agreement was supplied in confidence under s. 22(2)(f).

[116] In this case, it is clear to me that the information at issue in the Confidentiality Clause was included in the Agreement because of negotiations between PavCo and Messina. PavCo specifically says in its submissions that "the Agreement at issue in this case is an agreement to host a concert, which is a common type of agreement negotiated frequently by [PavCo]."[91] As well, the Vice-President says, "in negotiating the Agreement," Messina expressly required PavCo to include the Confidentiality Clause.[92] Therefore, it is not apparent to me how the personal information at issue in the Confidentiality Clause was "supplied" by a third party to PavCo rather than the result of negotiations between PavCo and Messina or between Messina and the Artist for inclusion in the Agreement.

[117] I am also satisfied the information in the Agreement and in the Confidentiality Clause was susceptible to change during the negotiation process. The information at issue under s. 22(1) is the identities of the individuals who are considered the Artist's "Related Parties" and thus covered under the Confidentiality Clause. The Confidentiality Clause is a term in the Agreement that places obligations on PavCo; therefore, PavCo could have refused to include the Confidentiality Clause in the Agreement or requested changes to that clause. As well, none of the parties argued the disclosure of the personal information at issue would reveal other information supplied in confidence by a third party to a public body but that is not expressly included in the Agreement. Therefore, I find none of the exceptions to the general rule that negotiated information is not "supplied" by a third party applies here.

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[89] Order 02-56, 2002 CanLII 42493 (BC IPC) at para. 90.
[90] Order F10-44, 2010 CanLII 77329 (BCIPC) at para. 26.
[91] PavCo's submission dated July 13, 2026 at para. 30.
[92] Vice-President's affidavit at para. 6.

[118] I understand the Vice-President is arguing the information was supplied for the purposes of s. 22(2)(f) because Messina provided the personal information to PavCo and required that information to be included in the Agreement which PavCo accepted. However, it is well-established under s. 21(1)(b) that while information may be delivered by a single party or the contractual terms may be initially drafted by only one party, if the public body must agree to the information or terms in order for the agreement to proceed, then the information in the agreement is ordinarily considered to have been negotiated between the parties as opposed to being "supplied" to the public body by the third party.[93] Therefore, although Messina may have provided PavCo with the personal information at issue in the Confidentiality Clause, I find the fact that PavCo had to agree to that information, even if it was accepted without any changes, does not mean that information was supplied under s. 22(2)(f).

[119] Ultimately, based on the materials before me, I am not persuaded that the personal information at issue in the Agreement was "supplied" under s. 22(2)(f). Accordingly, I find s. 22(2)(f) does not apply and is, therefore, not a factor that weighs in favour of withholding the information at issue.

Unfair exposure to financial or other harm – s. 22(2)(e)

[120] Section 22(2)(e) requires a public body to consider whether disclosure of a third party's personal information will unfairly expose the third party to financial or other harm. Previous OIPC orders have held that "other harm" for the purposes of s. 22(2)(e) consists of "serious mental distress or anguish or harassment" and that the unfair exposure to harm must relate to the disclosure of the information at issue.[94] For s. 22(2)(e) to apply though, the mental harm must go beyond embarrassment, upset or a negative reaction to someone's behaviour.[95] Moreover, a public body's assertions alone about harm is not sufficient to establish that s. 22(2)(e) applies.

[121] PavCo submits that disclosure of the information at issue will unfairly expose third parties to harm by revealing the identities of the individuals about whom PavCo may have received confidential details. PavCo describes the harm as follows:

> The Public Body submits that, given the prominence of the Artist and the greater than average public attention to the Artist's life, activities and associates, there is a reasonable probability that disclosure of the extent to which the Public Body may have received confidential information about certain identifiable individuals associated with the Artist would encourage

[93] Order 01-39, 2001 CanLII 21593 (BC IPC) at para. 44, upheld on judicial review in *Canadian Pacific Railway v. British Columbia (Information and Privacy Commissioner)*, 2002 BCSC 603 (CanLII) at paras. 69-79.
[94] For example, Order F15-29, 2015 BCIPC 32 at para. 33 and the orders cited there.
[95] Order 01-15, 2001 CanLII 21569 (BC IPC) at para. 49.

> attempts by the media or other members of the public to ascertain and use any such confidential information which the Public Body has obtained and agreed to protect.[96]

[122] The Vice-President supports PavCo's position about protecting the information at issue under s. 22 and says:

> The Artist is a very well-known individual and is subject to significant attention from the media and members of the public, many of whom actively seek to learn details about the personal and professional life of the Artist and individuals associated with the Artist. Sometimes the information is sought for general curiousity, other times it is sought for nefarious and improper purposes.[97]

[123] The Applicant disputes PavCo's arguments and evidence about the applicability of s. 22(2)(e) and says, there is no proof to support the alleged harm and no proof that the mere disclosure would "encourage attempts" by anyone to use the information, beyond passively reading the information.[98]

[124] Based on the materials before me, I am not persuaded that disclosing the personal information at issue will unfairly expose a third party to the type of harm contemplated under s. 22(2)(e). PavCo disclosed information in the Confidentiality Clause that says PavCo "agrees to maintain the highest degree of confidentiality with respect to any and all confidential information from [Messina], Artistco, Artist and/or Artist Related Parties (defined below)."[99] The information at issue only reveals who is defined as the "Artist Related Parties" and does not reveal anything more about PavCo's confidentiality obligations, nor does it reveal any confidential information about the people covered under the Confidentiality Clause.

[125] To be clear, the information at issue only identifies certain individuals protected under the Confidentiality Clause. It is unclear and PavCo and the Vice-President do not sufficiently explain how disclosing the identities of those people would expose those individuals or another third party to the type of harm contemplated under s. 22(2)(e) such as serious mental distress or anguish or harassment. In my opinion, there is nothing surprising, noteworthy or controversial about the identities of the people who are considered the "Artist Related Parties." Therefore, it is unclear why those individuals would be exposed to serious mental distress or anguish or harassment if it were known they were considered a related party covered under the Confidentiality Clause.

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[96] PavCo's submission dated July 13, 2026 at para. 68.
[97] Vice-President's affidavit at para. 16.
[98] Applicant submission dated August 4, 2026 at para. 44.
[99] Page 11 of the Agreement.

[126] To conclude, based on the materials before me, I am not satisfied that s. 22(2)(e) is a circumstance that favours withholding the personal information at issue.

Sensitivity of the personal information

[127] Previous OIPC orders have considered the sensitivity of the personal information at issue and where the sensitivity of the information is high (i.e. medical or other intimate information), withholding the information should be favoured.[100] However, where the information is of a non-sensitive nature or that sensitivity is reduced by the circumstances, then this factor may weigh in favour of disclosure.[101]

[128] The Vice-President says the information at issue under s. 22(1) is "particularly sensitive as it identifies individuals associated with the Artist whose personal and professional details may have come into the possession of [PavCo] through the Agreement and the Concerts."[102]

[129] I do not find the information at issue to be sensitive, intimate or personally revealing. As previously mentioned, the information at issue only reveals which individuals are included in the definition of the "Artist Related Parties" and, thus, covered under the Confidentiality Clause. It does not reveal any sensitive information about the people covered under the Confidentiality Clause. Therefore, I find the non-sensitivity of the information at issue weighs in favour of disclosure.

The popularity of the Artist

[130] The Vice-President says, "the Artist is a very well-known individual and is subject to significant attention from the media and members of the public, many of whom actively seek to learn details about the personal and professional life of the Artist and individuals associated with the Artist."[103]

[131] I agree with the Vice-President that there is a high interest in any information related to the Artist, which means the individuals referred to in the Confidentiality Clause would likely be exposed to public attention if the information at issue were disclosed. However, I understand those individuals are already publicly associated with the Artist. Therefore, I am not satisfied this factor weighs in favour of non-disclosure.

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[100] Order F16-51, 2016 BCIPC 58 at para. 87.
[101] Order F16-51, 2016 BCIPC 58 at paras. 87-91 and 93.
[102] Vice-President affidavit at para. 15.
[103] Vice-President's affidavit at para. 16.

The likelihood the information at issue would be publicly posted

[132] The Applicant is a journalist who has previously requested and successfully obtained access under FIPPA to several contracts for events that occurred at BC Place Stadium. The Director provided evidence that shows the Applicant published one of those contracts online.[104] Therefore, I find the Applicant is likely to publish information about the Agreement online. However, it is apparent to me that the publication of the identities of the individuals referred to in the Confidentiality Clause would only reveal information that is already well-known to the public and to the media. Therefore, I am not satisfied this factor weighs in favour of non-disclosure.

Conclusion on s. 22(1)

[133] I found some of the information at issue under s. 22 is not "personal information" as defined in FIPPA because it is not about an identifiable individual. This information consists of a defined term for a company's name and a group of people identified by their job title or role.[105] I conclude PavCo is not required to refuse access to that information under s. 22(1) of FIPPA. PavCo did not refuse access to this information under any other FIPPA exceptions; therefore, this information must be disclosed to the Applicant.

[134] I found, however, that the rest of the information at issue under s. 22 is the personal information of several identifiable individuals. Considering all the relevant circumstances, I find it would *not* be an unreasonable invasion of a third party's personal privacy to disclose this information to the Applicant. There were no presumptions under s. 22(3) that applied to this information. Moreover, although the parties agreed to keep this information confidential as part of their Agreement, this information is not sensitive and was not "supplied" in confidence under s. 22(2)(f). As well, I found the Applicant is likely to publish this information online and it would likely draw public attention; however, I am not persuaded that the disclosure of this information would unfairly expose any of those third parties to harm in accordance with s. 22(2)(e), especially considering those individuals are already publicly associated with the Artist and the information is not sensitive.

[135] I understand PavCo and Messina want to keep this information confidential to protect the privacy of the individuals mentioned in the Confidentiality Clause. However, s. 22(1) does not protect against all invasions of personal privacy, and it also does not automatically apply to information in a responsive record just because it qualifies as "personal information" under FIPPA. Instead, s. 22 of FIPPA prohibits access only when disclosing the personal information at issue would be an *unreasonable* invasion of a third party's personal privacy. Applying the analysis set out under s. 22 of FIPPA and

[104] Director's affidavit at para. 21.
[105] Information located on p. 11 of the Agreement.

as interpreted by past OIPC orders, I conclude it would *not* unreasonably invade a third party's personal privacy under s. 22(1) to disclose to the Applicant the information that PavCo redacted in the Agreement under s. 22(1).

CONCLUSION

[136] For the reasons discussed above, I conclude PavCo is authorized to withhold some of the information at issue under ss. 17(1) and 17(1)(f); however, PavCo is not authorized or required to withhold other information in the Agreement under ss. 17(1), 17(1)(d), 17(1)(f), 21(1) or 22(1). Accordingly, I make the following orders:

1. Under s. 58(2)(b) of FIPPA, and subject to item 2 below, I confirm PavCo's decision to refuse access under ss. 17(1) and 17(1)(f) to some of the information redacted in the Agreement.

2. PavCo is not authorized or required to refuse access to some of the information that PavCo withheld under ss. 17(1), 17(1)(d) or 17(1)(f) and all the information that PavCo withheld under s. 21(1). Therefore, under s. 58(2)(a) of FIPPA, I require PavCo to give the Applicant access to this information. I have highlighted in green, in a copy of the records that will be provided to PavCo with this order, the information that PavCo is not required or authorized to withhold under ss. 17(1) 17(1)(d), 17(1)(f) or 21(1) of FIPPA.

3. PavCo is not required, under s. 22(1), to refuse access to the information that it withheld under s. 22(1). Therefore, under s. 58(2)(a) of FIPPA, I require PavCo to give the Applicant access to this information which is located on page 11 of the Agreement.

4. Under s. 58(4) of FIPPA, I require PavCo to provide the OIPC's registrar of inquiries with a copy of the records that it sends to the Applicant in compliance with items 1-3 above, along with any attached correspondence such as the accompanying cover letter.

[137] Under s. 59(1) of FIPPA, PavCo is required to comply with the orders I have made above by **December 23, 2026**.

November 10, 2026

ORIGINAL SIGNED BY

Lisa Siew, Adjudicator

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