

Information and Privacy Commissioner,  
Ontario, Canada



Commissaire à l'information et à la protection de la vie privée,  
Ontario, Canada

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## ORDER MO-2968

Appeal MA13-7

South Simcoe Police Services Board

October 28, 2013

**Summary:** The appellant sought the name and amount paid by the police to a retired Chief of Police to conduct an independent review of a *Police Services Act* matter. The police denied access to the information, citing the exclusionary provision in section 52(3)2 and the mandatory exemptions in sections 10(1) (third party information) and 14(1) (personal privacy) of *MFIPPA*. The adjudicator finds the information subject to *MFIPPA* and not exempt, and orders that it be disclosed.

**Statutes Considered:** *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, sections 2(1) (definition of personal information), 10(1), 14(1), 14(4)(b), 52(3)2.

**Orders and Investigation Reports Considered:** Order PO-2435.

### OVERVIEW:

[1] The South Simcoe Police Service Board (the SSPS or the police) received a request under the *Municipal Freedom of Information and Protection of Privacy Act* (*MFIPPA* or the *Act*) for access to the following:

... the total sum of the cost paid to the retired Chief of Police and former deputy minister and or (ADM) that (former) [named Chief] refers to on page #84 and #85 of his Ontario Civilian Police Commission (OCPC)

disciplinary hearing transcript [given date] for conducting an independent review of [a] *Police Service Act (PSA)* matter. [Named Chief] states in his OCPC transcript (pages #84 and #85) that he ordered an independent review of [the requester's] *PSA* matter, etc. and he had a retired Chief of Police (former deputy minister and or ADM) review it (in reference to the [requester's] *Police Service Act* matter).

Please provide the name of the Retired Chief of Police that conducted the review that [named Chief] is referring to in his OCPC transcript on pages #84 and #85.

Please break down the cost in the respective years that they were applicable too. (Per year basis).

[2] The police issued a decision to the requester advising that his request was denied pursuant to the mandatory personal privacy exemption in section 14(1). They also relied on section 14(5) (refusal to confirm or deny the existence of a record). They further stated that in their view this request did not fall within the scope of *MFIPPA*, relying on the exclusionary provision in section 52(3)2 (labour relations and employment records).

[3] The requester (now the appellant) appealed the decision to this office.

[4] During the course of mediation, the police contacted an affected person to seek their consent to the disclosure of their information. The police subsequently issued a revised decision to the appellant advising that they were denying access to the amount paid to the specified retired Chief of Police (the affected person) pursuant to the following sections of the *Act*: 10(1) (third party information), 11(c) (economic and other interests), 14(1) (personal privacy), 15 (information soon to be published), as well as the exclusionary provision in section 52(3)2.

[5] The police also advised that they were denying access to the affected person's name pursuant to section 14(1) of the *Act*. The police were no longer relying on section 14(5) to deny access to the record at issue, therefore, this section was no longer at issue in the appeal.

[6] Subsequently, the police advised the mediator that they were no longer relying on sections 11(c) or 15(a) of the *Act* to deny access to the amount paid. As a result, these sections were no longer at issue in this appeal.

[7] As mediation did not resolve the issues in this appeal, the file was transferred to the adjudication stage where an adjudicator conducts an inquiry. Representations were received from the police, the affected person and the appellant and were exchanged

between the parties in accordance with section 7 of the IPC's *Code of Procedure and Practice Direction 7*.

[8] Although I have considered both the confidential and non-confidential representations of the parties in this appeal, I have only referenced these parties' non-confidential representations in this order.

[9] In this order, I do not uphold the police's decision not to disclose the record to the appellant.

### **RECORD:**

[10] The record at issue consists of the police's response to the appellant's request, being the affected person's name and the amount paid by the police to this individual to conduct an independent review, broken down by year.

### **ISSUES:**

- A. Does section 52(3)2 exclude the record from the *Act*?
- B. Does the third party mandatory exemption at section 10(1)(d) apply to the record?
- C. Does the record contain "personal information" as defined in section 2(1) and, if so, to whom does it relate?

### **DISCUSSION:**

#### **A. Does section 52(3)2 exclude the record from the *Act*?**

[11] Section 52(3) states:

Subject to subsection (4), this Act does not apply to records collected, prepared, maintained or used by or on behalf of an institution in relation to any of the following:

1. Proceedings or anticipated proceedings before a court, tribunal or other entity relating to labour relations or to the employment of a person by the institution.
2. Negotiations or anticipated negotiations relating to labour relations or to the employment of a person by the institution between the institution and a person,

bargaining agent or party to a proceeding or an anticipated proceeding.

3. Meetings, consultations, discussions or communications about labour relations or employment related matters in which the institution has an interest.

[12] If section 52(3) applies to the record, and none of the exceptions found in section 52(4) applies, the record is excluded from the scope of the *Act*.

[13] For the collection, preparation, maintenance or use of a record to be "in relation to" the subjects mentioned in paragraph 1, 2 or 3 of this section, it must be reasonable to conclude that there is "some connection" between them.<sup>1</sup>

[14] The term "labour relations" refers to the collective bargaining relationship between an institution and its employees, as governed by collective bargaining legislation, or to analogous relationships. The meaning of "labour relations" is not restricted to employer-employee relationships.<sup>2</sup>

[15] The term "employment of a person" refers to the relationship between an employer and an employee. The term "employment-related matters" refers to human resources or staff relations issues arising from the relationship between an employer and employees that do not arise out of a collective bargaining relationship.<sup>3</sup>

[16] If section 52(3) applied at the time the record was collected, prepared, maintained or used, it does not cease to apply at a later date.<sup>4</sup>

[17] Section 52(3) may apply where the institution that received the request is not the same institution that originally "collected, prepared, maintained or used" the records, even where the original institution is an institution under the *Municipal Freedom of Information and Protection of Privacy Act*.<sup>5</sup>

[18] The exclusion in section 52(3) does not exclude all records concerning the actions or inactions of an employee simply because this conduct may give rise to a civil

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<sup>1</sup> Order MO-2589; see also *Ministry of the Attorney General and Toronto Star and Information and Privacy Commissioner*, 2010 ONSC 991 (Div. Ct.).

<sup>2</sup> *Ontario (Minister of Health and Long-Term Care) v. Ontario (Assistant Information and Privacy Commissioner)*, [2003] O.J. No. 4123 (C.A.). See also Order PO-2157.

<sup>3</sup> Order PO-2157.

<sup>4</sup> *Ontario (Solicitor General) v. Ontario (Assistant Information and Privacy Commissioner)* (2001), 55 O.R. (3d) 355 (C.A.), leave to appeal refused [2001] S.C.C.A. No. 507.

<sup>5</sup> Orders P-1560 and PO-2106.

action in which the Crown may be held vicariously liable for torts caused by its employees.<sup>6</sup>

[19] The type of records excluded from the *Act* by section 52(3) are documents related to matters in which the institution is acting as an employer, and terms and conditions of employment or human resources questions are at issue. Employment-related matters are separate and distinct from matters related to employees' actions.<sup>7</sup>

[20] For section 52(3)2 to apply, the institution must establish that:

1. the records were collected, prepared, maintained or used by an institution or on its behalf;
2. this collection, preparation, maintenance or usage was in relation to negotiations or anticipated negotiations relating to labour relations or to the employment of a person by the institution; and
3. these negotiations or anticipated negotiations took place or were to take place between the institution and a person, bargaining agent or party to a proceeding or anticipated proceeding.<sup>8</sup>

[21] The police state that the record is employment-related due to a possible dismissal procedure of one of the police's employees. They state that:

...the report that was apparently provided to the Management of the SSPS was a review of the employee's file and the process that was proceeded with during a disciplinary hearing. The records collected were used by the SSPS and a named retired Chief of Police [name], which were collected and maintained in relation to negotiations relating to the employment of this person and proceedings that took place between this institution and that individual...

The request is for a record that was collected and used by the South Simcoe Police Service Board and retired Chief of Police in regards to labour related concerns and the employment of an employee. The record was an overview ensuring that the proper steps were taken as per internal policies and procedures regarding the resolution of a labour dispute.

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<sup>6</sup> *Ontario (Ministry of Correctional Services) v. Goodis* (2008), 89 O.R. (3d) 457, [2008] O.J. No. 289 (Div. Ct.).

<sup>7</sup> *Ministry of Correctional Services*, cited above.

<sup>8</sup> Orders M-861 and PO-1648.

[22] The police further state that the exception to the exclusion in section 52(4) does not apply as the request is not for an agreement or an expense account but for the amount paid for the independent review of a file and the procedures in place reflected by a human resources issue of employment.

[23] The affected person states:

I entered into a confidential (for their use only) agreement with the SSPS and the SSPS Board, on advice of their solicitor, to conduct a Human Resource Review (paper review only) of one [name]... This report was a confidential labour relations document that I believe is exempt from disclosure under the exclusionary provision in section 52(3)2.

[24] The appellant did not provide direct representations on this issue.

### ***Analysis/Findings***

[25] As stated above, the information at issue in this appeal consists of the police's response to the appellant's request, being the affected person's name and the amount paid to this individual broken down by year. The record does not include the report prepared by the affected person. Neither the police nor the affected person provided representations on the application of the exclusion in section 52(3)2 to the information at issue in this appeal to enable me to find that the section 52(3)2 exclusion applies.

[26] Accordingly, I find that I do not have sufficient evidence to determine that any part of the three part test under section 52(3)2 has been met for the information at issue in this appeal and find that this information is not excluded from the application of the *Act*.

[27] I will now consider whether the information at issue is exempt by reason of the mandatory third party information exemption in section 10(1)(d) of the *Act*.

### **B. Does the third party mandatory exemption at section 10(1)(d) apply to the record?**

[28] Section 10(1)(d) states:

A head shall refuse to disclose a record that reveals a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence implicitly or explicitly, if the disclosure could reasonably be expected to,

reveal information supplied to or the report of a conciliation officer, mediator, labour relations officer or other person appointed to resolve a labour relations dispute.

[29] Section 10(1) is designed to protect the confidential “informational assets” of businesses or other organizations that provide information to government institutions.<sup>9</sup> Although one of the central purposes of the *Act* is to shed light on the operations of government, section 10(1) serves to limit disclosure of confidential information of third parties that could be exploited by a competitor in the marketplace.<sup>10</sup>

[30] For section 10(1) to apply, the institution and/or the third party must satisfy each part of the following three-part test:

1. the record must reveal information that is a trade secret or scientific, technical, commercial, financial or labour relations information; and
2. the information must have been supplied to the institution in confidence, either implicitly or explicitly; and
3. the prospect of disclosure of the record must give rise to a reasonable expectation that one of the harms specified in paragraph (a), (b), (c) and/or (d) of section 10(1) will occur.

***Part 1: type of information***

[31] The police state that the record reveals financial and labour relations information supplied in confidence by an outside agency/third party who performed an independent review of a labour relations matter.

[32] The affected person did not provide any representations on section 10(1)(d).

*Analysis/Findings part 1*

[33] The types of information listed by the police in their representations have been discussed in prior orders:

*Financial information* refers to information relating to money and its use or distribution and must contain or refer to specific data. Examples of this

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<sup>9</sup> *Boeing Co. v. Ontario (Ministry of Economic Development and Trade)*, [2005] O.J. No. 2851 (Div. Ct.), leave to appeal dismissed, Doc. M32858 (C.A.).

<sup>10</sup> Orders PO-1805, PO-2018, PO-2184, and MO-1706.

type of information include cost accounting methods, pricing practices, profit and loss data, overhead and operating costs.<sup>11</sup>

*Labour relations information* has been found to include:

- discussions regarding an agency's approach to dealing with the management of their employees during a labour dispute [P-1540]
- information compiled in the course of the negotiation of pay equity plans between a hospital and the bargaining agents representing its employees,<sup>12</sup>

but not to include:

- names, duties and qualifications of individual employees<sup>13</sup>
- an analysis of the performance of two employees on a project<sup>14</sup>
- an account of an alleged incident at a child care centre<sup>15</sup>
- the names and addresses of employers who were the subject of levies or fines under workers' compensation legislation<sup>16</sup>

[34] At issue is a name of an individual who conducted an independent review and the amount of money this individual was paid for their services. Although the police claim that this information is financial and labour relations information, they did not provide representations as to how this information qualifies as such.

[35] Considering the definitions of these terms set out above, I find that a name of an individual and the amount of money paid to this individual do not reveal labour relations information. The information is not labour relations information as it does not reveal information about labour disputes, labour negotiations or other similar information as discussed above.<sup>17</sup> I also find that the affected person's name is not financial information as this name does not contain or refer to specific financial data. I find, however, that the amount of money paid to the affected person is financial information, as it refers to specific financial data.

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<sup>11</sup> Order PO-2010.

<sup>12</sup> P-653.

<sup>13</sup> MO-2164.

<sup>14</sup> MO-1215.

<sup>15</sup> P-121.

<sup>16</sup> P-373, upheld in *Ontario (Workers' Compensation Board) v. Ontario (Assistant Information and Privacy Commissioner)* (1998), 41 O.R. (3d) 464 (C.A.)

<sup>17</sup> Order MO-2164.



[36] I find that I do not have sufficient evidence that part 1 of the test has been met for the name of the affected person. I find that part 1 of the test has been met for the amount of money paid to the affected person. For the sake of completeness, I will consider whether parts 2 and 3 of the test under section 10(1)(d) have been met for both the name and the amount of money information at issue.

## ***Part 2: supplied in confidence***

### *Supplied*

[37] The requirement that it be shown that the information was “supplied” to the institution reflects the purpose in section 10(1) of protecting the informational assets of third parties.<sup>18</sup>

[38] Information may qualify as “supplied” if it was directly supplied to an institution by a third party, or where its disclosure would reveal or permit the drawing of accurate inferences with respect to information supplied by a third party.<sup>19</sup>

[39] The contents of a contract involving an institution and a third party will not normally qualify as having been “supplied” for the purpose of section 10(1). The provisions of a contract, in general, have been treated as mutually generated, rather than “supplied” by the third party, even where the contract is preceded by little or no negotiation or where the final agreement reflects information that originated from a single party. This approach was approved by the Divisional Court in *Boeing Co. v. Ontario (Ministry of Economic Development and Trade)*.<sup>20</sup>

[40] There are two exceptions to this general rule which are described as the “inferred disclosure” and “immutability” exceptions. The “inferred disclosure” exception applies where disclosure of the information in a contract would permit accurate inferences to be made with respect to underlying non-negotiated confidential information supplied by the affected party to the institution. The “immutability” exception applies to information that is immutable or is not susceptible of change, such as the operating philosophy of a business, or a sample of its products.<sup>21</sup>

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<sup>18</sup> Order MO-1706.

<sup>19</sup> Orders PO-2020, PO-2043.

<sup>20</sup> *Boeing Co. v. Ontario (Ministry of Economic Development and Trade)*, cited above. See also Orders PO-2018, MO-1706, PO-2496, upheld in *Grant Forest Products Inc. v. Caddigan*, [2008] O.J. No. 2243 and PO-2497, upheld in *Canadian Medical Protective Association v. John Doe*, [2008] O.J. No. 3475 (Div. Ct.).

<sup>21</sup> Orders MO-1706, PO-2384, PO-2435, PO-2497 upheld in *Canadian Medical Protective Association v. John Doe*, (cited above).

[41] Only the police provided direct representations on part 2 of the test. Concerning the issue as to whether the supplied component of part 2 of the test has been met, the police state that:

This record includes information "supplied" to the Police Service Board and the retired Chief of Police in the form of an independent review of a labour dispute. Section 10(1)(d) protects this record because disclosure would reveal information supplied from a person assisting to resolve a labour relations dispute. Section 10(1) does not exempt information contained in the agreement, the request is for this party's personal and financial information, not the terms laid out in the agreement...

#### Analysis/Findings supplied

[42] I find that the name of the affected person and the amount of money this individual was paid is not information that was supplied to the police. This information was part of the agreement entered into between the affected person and the police for the affected person's services in conducting an independent review. As stated by the affected person in their representations:

In December of 2010 I entered into a confidential (for their use only) agreement with of the SSPS and the SSPS Board, on advice of their solicitor, to conduct a Human Resource Review (paper review only) of [name].

[43] As the information at issue in this appeal was part of a contract, this information was not supplied to the police by the affected person within the meaning of section 10(1). Nor do I have any evidence that either the name or the amount of money paid to the affected person pursuant to a contract reveals information for which the "inferred disclosure" and "immutability" exceptions apply.

[44] Accordingly, I find that the information at issue in this appeal was not supplied by the affected person to the police and part 2 of the test has not been met under section 10(1)(d).

#### ***Part 3: harms***

[45] To meet this part of the test, the institution and/or the third party must provide "detailed and convincing" evidence to establish a "reasonable expectation of harm". Evidence amounting to speculation of possible harm is not sufficient.<sup>22</sup>

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<sup>22</sup> *Ontario (Workers' Compensation Board) v. Ontario (Assistant Information and Privacy Commissioner)* (1998), 41 O.R. (3d) 464 (C.A.).

[46] The failure of a party resisting disclosure to provide detailed and convincing evidence will not necessarily defeat the claim for exemption where harm can be inferred from other circumstances. However, only in exceptional circumstances would such a determination be made on the basis of anything other than the records at issue and the evidence provided by a party in discharging its onus.<sup>23</sup>

[47] The need for public accountability in the expenditure of public funds is an important reason behind the need for “detailed and convincing” evidence to support the harms outlined in section 10(1).<sup>24</sup>

[48] Parties should not assume that harms under section 10(1) are self-evident or can be substantiated by submissions that repeat the words of the *Act*.<sup>25</sup>

[49] Neither the police nor the affected person provided representations on part 3 of the test under section 10(1)(d). Based on my review of the information at issue, I find that disclosure of the information at issue in this appeal does not reveal information supplied to or the report of a conciliation officer, mediator, labour relations officer or other person appointed to resolve a labour relations dispute under section 10(1)(d). Accordingly, part 3 of the test under section 10(1)(d) has not been met.

### ***Conclusion***

[50] Part 1 of the test has not been met for the name of the affected person. Parts 2 and 3 of the test under section 10(1)(d) have not been met for both the name of the affected person and the amount of money this individual was paid by the police, therefore, none of the information at issue in this appeal is exempt under section 10(1)(d).

[51] I will now consider whether the information at issue in this appeal is personal information.

### **C. Does the record contain “personal information” as defined in section 2(1) and, if so, to whom does it relate?**

[52] In order to determine which sections of the *Act* may apply, it is necessary to decide whether the record contains “personal information” and, if so, to whom it relates. That term is defined in section 2(1) as follows:

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<sup>23</sup> Order PO-2020.

<sup>24</sup> Order PO-2435.

<sup>25</sup> Order PO-2435.

“personal information” means recorded information about an identifiable individual, including,

- (a) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
- (b) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
- (c) any identifying number, symbol or other particular assigned to the individual,
- (d) the address, telephone number, fingerprints or blood type of the individual,
- (e) the personal opinions or views of the individual except if they relate to another individual,
- (f) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
- (g) the views or opinions of another individual about the individual, and
- (h) the individual’s name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual;

[53] The list of examples of personal information under section 2(1) is not exhaustive. Therefore, information that does not fall under paragraphs (a) to (h) may still qualify as personal information.<sup>26</sup>

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<sup>26</sup> Order 11.

[54] Sections 2(2.1) and (2.2) also relate to the definition of personal information. These sections state:

(2.1) Personal information does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.

(2.2) For greater certainty, subsection (2.1) applies even if an individual carries out business, professional or official responsibilities from their dwelling and the contact information for the individual relates to that dwelling.

[55] To qualify as personal information, the information must be about the individual in a personal capacity. As a general rule, information associated with an individual in a professional, official or business capacity will not be considered to be "about" the individual.<sup>27</sup>

[56] Even if information relates to an individual in a professional, official or business capacity, it may still qualify as personal information if the information reveals something of a personal nature about the individual.<sup>28</sup>

[57] To qualify as personal information, it must be reasonable to expect that an individual may be identified if the information is disclosed.<sup>29</sup>

[58] Neither the police nor the affected person provided representations on whether the information at issue is personal information. However, the police did state in their representations that the services provided by the affected person were not of a personal nature, but rather in the nature of a professional review offering suggestions for improvement of labour issues for the police.

### ***Analysis/Findings***

[59] I find that both the name of the affected person and the amount this individual was paid to conduct an independent review of a *PSA* matter for the police is not personal information, but rather qualifies as information about the affected person in a professional capacity only. This individual was hired by the police as an independent contractor to provide professional services to them pursuant to a contract.

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<sup>27</sup> Orders P-257, P-427, P-1412, P-1621, R-980015, MO-1550-F and PO-2225.

<sup>28</sup> Orders P-1409, R-980015, PO-2225 and MO-2344.

<sup>29</sup> Order PO-1880, upheld on judicial review in *Ontario (Attorney General) v. Pascoe*, [2002] O.J. No. 4300 (C.A.).

[60] In Order PO-2435, Assistant Commissioner Brian Beamish dealt with an argument that names of individual consultants together with their per diem rates and contract ceiling that relates to these individuals, is exempt under section 21(1) of the *Freedom of Information and Protection of Privacy Act (FIPPA)*.<sup>30</sup> In that order, he stated:

Having taken the position that the names of the individual consultants, together with their per diems and contract ceilings is personal information, the Ministry submits that this personal information describes the physicians' income, assets and financial activities and, as a consequence, falls under section 21(3)(f) of [FIPPA].<sup>31</sup> As such, its disclosure is presumed to constitute an unjustified invasion of the physician's personal privacy.

The distinction drawn by previous decisions of this office between information relating to an individual in a personal capacity and information relating to an individual in a professional or official government capacity has been noted above. As the Ministry notes, previous orders distinguished between individual consultants and consultants working for corporate entities. However, more recent orders of this office indicate that this issue is more complex. In determining whether information relating to a named individual is "personal information", the appropriate approach is to look at the *capacity* in which the individual is acting and the *context* in which their name appears. This was enunciated in Order PO-2225 where Assistant Commissioner Tom Mitchinson considered the definition of "personal information" and the distinction between information about an individual acting in a business capacity as opposed to a personal capacity. The Assistant Commissioner posed two questions that help to illuminate this distinction:

Based on the principles expressed in these [previously referenced] orders, the first question to ask in a case such as this is: "*in what context do the names of the individuals appear*"? Is it a context that is inherently personal, or is it one such as a business, professional or official government context that is removed from the personal sphere?

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The analysis does not end here. I must go on to ask: "*is there something about the particular information at issue that, if disclosed, would reveal something of a personal*

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<sup>30</sup> The equivalent to section 14(1) of *MFIPPA*.

<sup>31</sup> The equivalent to section 14(3)(f) of *MFIPPA*.

*nature about the individual*? Even if the information appears in a business context, would its disclosure reveal something that is inherently personal in nature?

[61] I adopt this analysis of Assistant Commissioner Beamish in this appeal. I find that the affected person's name and the amount this individual was paid is not inherently personal, but relates exclusively to the professional responsibility and activity of this individual. In my view, this information does not reveal something of a personal nature about the affected person.

[62] Even if the affected person's name and amount paid to this individual could be considered personal information, because of the operation of section 14(4)(b), I would not find this information exempt under the mandatory personal privacy exemption in section 14(1).

[63] Section 14(1) states that "A head shall refuse to disclose personal information to any person other than the individual to whom the information relates..." unless one of the exceptions at section 14(1)(a) to (f) applies. Section 14(1)(f) provides that the exemption will not apply "if the disclosure does not constitute an unjustified invasion of personal privacy."

[64] Section 14(4)(b) of the *Act* identifies a particular type of information, the disclosure of which does not constitute an unjustified invasion of personal privacy. Section 14(4)(b) of the *Act* reads as follows:

Despite subsection (3), a disclosure does not constitute an unjustified invasion of personal privacy if it,

- (b) discloses financial or other details of a contract for personal services between an individual and an institution.

[65] In my view, if anything is disclosed by revealing the affected person's name and amount this individual was paid, it is information that derives from a contract for personal professional consulting services, which falls squarely within the parameters of section 14(4)(b). Therefore, the disclosure of this information would not constitute an unjustified invasion of the affected person's privacy, and the exception to the exemption at section 14(1)(f) applies. I would, therefore, find that the information at issue in this appeal does not qualify for exemption under the mandatory personal privacy exemption in section 14(1) of the *Act*.

***Conclusion***

[66] I have found that the name of the affected person and the amount paid to this individual by the police is not personal information. Even if I had found this information to be personal information, I would have found that the information was not exempt by reason of the exception to section 14(1) in section 14(4)(b). Accordingly, as I have found that all of the information at issue in this appeal is not exempt under that *Act*, I will order it disclosed.

**ORDER:**

1. I order the police to disclose the record to the appellant by **December 3, 2013** but not before **November 27, 2013**.
2. To verify compliance with this order, I reserve the right to require the police to send me a copy of the record disclosed pursuant to order provision 1.

Original signed by: \_\_\_\_\_  
Diane Smith  
Adjudicator

\_\_\_\_\_ October 28, 2013