Information and Privacy Commissioner,
Ontario, Canada

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

ORDER MO-4079

Appeal MA19-00385

Region of Peel

June 29, 2021

Summary: The region received an access request for records pertaining to a particular construction project. After notifying affected parties, the region decided to grant full access to the records. The appellant, an affected party, appealed the region's decision, claiming that the mandatory third party information exemption at section 10(1) of the *Act* applied to the records. In this order, the adjudicator finds that section 10(1) does not apply to the records and orders them to be disclosed to the requester, finding that some of the records were not supplied to the region but rather were negotiated agreements not capable of being supplied within the meaning of section 10(1) or that the harms in section 10(1) were not established in this appeal.

Statutes Considered: *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, section 10(1).

Orders Considered: Orders MO-3700, PO-4101.

Cases Considered: *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.), *Accenture Inc. v. Ontario (Information and Privacy Commissioner),* 2016 ONSC 1616.

OVERVIEW:

[1] The Region of Peel (the region) received an access request under the *Municipal Freedom of Information and Protection of Privacy Act* (the *Act*) for the following information:

> 2018 change orders with respect to [a specified project] (inclusive of change orders to contract [specific #]) with [a specified company], and any documents related to any settlements related to [the specified project].

[2] The request was made in the context of a construction project being undertaken by the region (the project). The work to complete the project is governed by the contract referred to in the request (the contract).

[3] Before issuing a decision, the region notified affected parties of the request. An affected party (the appellant in this appeal) asserted that section 10(1) of the *Act* applied to the records. After considering the appellant's submissions, the region decided to grant full access to the records. The appellant appealed the region's decision to the IPC.

[4] During the course of mediation, the appellant consented to disclose one page of the records to the requester but maintained its position with respect to the balance. The requester continued to seek access to the records and the appeal was transferred to the adjudication stage of the appeal process.

[5] I conducted an inquiry in which I invited representations from the appellant, requester and the region. The requester made representations, which were shared with the appellant in accordance with the *Code of Procedure* and *Practice Direction 7*. The appellant chose to rely on its submissions previously made to the region.

[6] The region took no position in the appeal but issued a supplementary access decision withholding a portion of the information at issue on the basis of the mandatory personal privacy exemption at section 14(1). The requester advised that it does not seek the information withheld by the region on the basis of section 14(1) and this part of the region's decision is therefore not at issue in this appeal.

[7] In this order, I find that section 10(1) does not apply to the records and I order them to be disclosed to the requester except for the information withheld because of section 14(1).

RECORDS:

[8] There are sixty pages of records at issue, which I have grouped into the following categories. In this order, I will refer to the records by the categories identified below.

Category	**Description**	**Page numbers**
COQs	Change order quotations	Part 1 – pages 1-15, 17, 18
Progress summaries	Progress payment and project status information	Part 1 – pages 41-51

CO Packages	Signed change orders	Part 1 – pages 19-22, 23-26, 27-30, 31-35, 36-40, 52-53
Emails	Email exchanges	Part 2 – all 8 pages

DISCUSSION:

[9] The issue in this appeal is whether the mandatory exemption for third party information at section 10(1) of the *Act* applies to the records. The appellant argues that sections 10(1) (a), (b) and (c) apply. The requester submits that the appellant has not met its burden of establishing that section 10(1) applies.

[10] In its decision letter, the region stated, "Although the information in question may qualify as financial information under the Act and may be considered to be supplied in confidence, it is not apparent to the Region how the requested information would produce one of the harms outlined within section 10(1)(a) of the Act." The region did not make representations about section 10(1) in this inquiry.

[11] Sections 10(1) (a), (b) and (c) state:

> 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,
>
> > (a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
> >
> > (b) result in similar information no longer being supplied to the institution where it is in the public interest that similar information continue to be so supplied;
> >
> > (c) result in undue loss or gain to any person, group, committee or financial institution or agency; or

[12] Section 10(1) is designed to protect the confidential *informational assets* of businesses or other organizations that provide information to government institutions.[1] Although one of the central purposes of the *Act* is to shed light on the operations of

[1] *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.) (*Boeing Co.*).

government, section 10(1) serves to limit disclosure of confidential information of third parties that could be exploited by a competitor in the marketplace.[2]

[13] For section 10(1) to apply in this appeal the following three-part test must be satisfied:

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), or (c) of section 10(1) will occur.

Part one – do the records contain trade secrets or technical, commercial, financial or labour relations information?

[14] The appellant submits that the records consist of trade secrets or technical, commercial, financial or labour relations information.

[15] The following descriptions of the types of information protected by section 10(1) have been well established by prior IPC orders:

> *Trade secret* means information including but not limited to a formula, pattern, compilation, programme, method, technique, or process or information contained or embodied in a product, device or mechanism which: (i) is, or may be used in a trade or business; (ii) is not generally known in that trade or business; (iii) has economic value from not being generally known; and, (iv) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.[3]
>
> *Technical information* is information belonging to an organized field of knowledge that would fall under the general categories of applied sciences or mechanical arts. It will usually involve information prepared by a professional in the field and describe the construction, operation or maintenance of a structure, process, equipment or thing.[4]

---

[2] Orders PO-1805, PO-2018, PO-2184 and MO-1706.
[3] Order PO-2010.
[4] Order PO-2010.

> *Commercial information* is information that relates solely to the buying, selling or exchange of merchandise or services.[5]
>
> *Financial information* refers to information relating to money and its use or distribution and must contain or refer to specific data.[6]
>
> *Labour relations* means relations and conditions of work, including collective bargaining, and is not restricted to employer/employee relationships.[7]

Representations

[16] The appellant submits that the records contain: details about its construction means and methods, which it says are *trade secrets*; *technical information* about its construction operations which are "proprietary and confidential;" extensive *commercial and financial information* such as hourly rates for labour, supervision, equipment, subcontractor and supplier pricing information, detailed project billing breakdowns and general conditions costs that include confidential rates for bonding and insurance; and, *labour relations information* such as hourly rates for its workforce and rates of production.

[17] The requester submits that the appellant's evidence, summarized above, is not sufficiently particular to meet its burden of proof to establish that part one of the section 10(1) has been met. The requester characterizes the appellant's representations as bald assertions alone.

Finding - the records consist of financial and commercial information

[18] Based on my review of them, I find that the records contain financial and commercial information. They include information about the monetary costs associated with the appellant's provision of services and materials to the region pursuant to the contract.

[19] I do not have sufficient evidence before me to find that the records contain trade secrets, or technical or labour relations information. The appellant's arguments do not indicate how or which parts of the information contains trade secrets or technical information within the meaning of those terms as described above. I am also unable based on my review of them to find that the records contain trade secrets or technical information.

---

[5] Order PO-2010.
[6] Order PO-2010.
[7] See examples in Orders P-1540, P-653, MO-2164, MO-1215, P-121 and P-373 (upheld in *Ontario (Workers' Compensation Board) v. Ontario (Assistant Information and Privacy Commissioner)* (1998), 41 O.R. (3d) 464 (C.A.).

[20] Lastly, I find that although the information contains the hourly rates of employees, this type of information is not labour relations information within the meaning of section 10(1), which when viewed as a whole, is focused on protecting information related to a labour relations dispute. There is no information before me about how the information pertains to any labour relations dispute and, in any event, the appellant does not make any argument that labour relations-related harms (section 10(1)(c)) are present.

[21] Having found that the information is commercial and financial, I will now consider whether it was supplied in confidence.

Part two – was the information supplied in confidence?

[22] Part two of the three-part test itself has two parts: the appellant must have *supplied* the information to the region, and must have done so *in confidence*, either implicitly or explicitly. Where information was not *supplied* to the region by the appellant, section 10(1) does not apply and there is no need for me to decide whether the *in confidence* element of the part two test is met.[8]

[23] Information may qualify as supplied if it was directly supplied to an institution by the appellant, or where its disclosure would reveal or permit the drawing of accurate inferences with respect to information supplied by it.[9] Of relevance to this appeal, 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).[10] The provisions of a contract, in general, have been treated in prior IPC orders as mutually generated, rather than supplied.[11]

[24] To satisfy the *in confidence* component of the part two test, the party resisting disclosure must establish that the supplier of the information had a reasonable expectation of confidentiality, implicit or explicit, at the time the information was provided. This expectation must have an objective basis.[12]

Representations

[25] The appellant states that the information was supplied to the region in confidence. It explains that it has strict agreements in place with its subcontractors,

---

[8] This description, taken from Order MO-3700, is applicable to the appeal at hand.
[9] Orders PO-2020 and PO-2043.
[10] This approach was approved by the Divisional Court in *Boeing Co.*, cited above, and in *Miller Transit Limited v. Information and Privacy Commissioner of Ontario et al.,* 2013 ONSC 7139 (CanLII) (*Miller Transit*).
[11] There are two exceptions to this general rule but the appellant has not argued that they are present in this appeal. See Order MO-1706, cited with approval in *Miller Transit*, above at para 33 and 34, regarding the "inferred disclosure" and the "immutability" exceptions.
[12] Order PO-2020.

suppliers, and service providers "with the understanding that pricing information will not be shared with competitors or other parties" and that much of the information in the records contains this type of pricing information.

[26] It also argues that the level of detail contained in the records was a result of the region's contract administration team and that it was "much more extensive that that required by the" contract. The appellant states that it complied with the request "in a sign of good faith with the implied understanding that it would remain confidential."[13]

[27] The requester submits that the records at issue were not supplied by the appellant but are negotiated contractual records. In support, it refers to *Boeing Co.,*[14] and Order PO-3392 (upheld on judicial review in *Accenture Inc. v. Ontario (Information and Privacy Commissioner)*[15] (*Accenture*).

[28] As argued by the requester, *Accenture* is about an access request to Metrolinx (a provincial agency) for change orders. The IPC determined that the change orders were mutually-negotiated contracts and therefore not supplied within the meaning of the equivalent to section 10(1) in the *Freedom of Information and Protection of Privacy Act*.[16] The requester argues that *Accenture* is binding on me.

[29] The requester also refers to Orders MO-1553 and MO-3700 in which IPC adjudicators found that change orders are not *supplied* within the meaning of section 10(1).[17] The requester submits that the appellant has not put forward any evidence or argument to justify a departure from the IPC's prior consideration of change orders in the orders referred to above.

[30] The requester submits that the failure of the appellant to demonstrate that the records were supplied fully determines the issue and that I should find that section 10(1) does not apply to the records.

[31] In the alternative, the requester also addresses the *in confidence* part of the test. It submits that although the appellant refers to confidentiality agreements with others it has failed to provide the IPC with copies of these agreements. Further, the requester submits that the appellant has failed to address how the appellant's arrangements with other third parties can impact on its expectations of confidentiality with the region. It submits, "there is no evidence that [the appellant] expressed any concerns about confidentiality of its information in its dealings with the" region.

[32] The requester also refers again to Order MO-3700, which also dealt with the

---

[13] This argument was made in the context of the appellant's part three arguments.
[14] Cited above.
[15] 2016 ONSC 1616.
[16] R.S.O. 1990, c. F.31.
[17] Orders MO-1553 and MO-3700.

region and in which the Adjudicator stated that the third party was "aware during the tender process that the contract and associated documents could be disclosed to the public in response to an access request." The requester suggests that it stands to reason that similar communications occurred in relation to the contract.

Findings

[33] I begin by explaining that based on a review of the records, there was another third party involved in managing the project for the region. This third party is not a party to this appeal. For the purposes of the section 10(1) analysis, I have treated this other third party as the region meaning that when the appellant appears to provide information to the other third party (and not directly to the region), I treat it the same as if it was providing it to the region.

[34] I will now discuss each category of record in turn.

The COQs were supplied in confidence

[35] The COQs are, as indicated in the chart above, Change Order Quotations. Most of the quotations are provided in standardized forms completed for each particular change request. On the face of them, they are provided by the appellant to the region. Based on my review of them, there is nothing to indicate that they were the product of negotiation with the region. Taking all of this into account, I find that they were supplied by the appellant to the region.

[36] I have considered the requester's argument that I am bound by *Accenture* to find that change orders are not supplied. However, in my view the COQs are different than the types of change order records at issue in *Accenture* and MO-3700. I am not able to conclude that the COQs are a reflection of a negotiated agreement on the basis of the evidence provided or the records alone.

[37] I also find that the COQs were provided to the region in confidence. I accept the appellant's evidence that there is a level of detail contained in the COQs than they would not normally provide and that it provided this information with an expectation that the region would maintain confidentiality over it. Taking the appellant's argument about the reasons why the level of detail was provided, the information at issue in the COQs and the region's position (stated above), I find that there is an objective basis to conclude that the COQs were supplied in confidence.

[38] In summary, I find that part two of the section 10(1) test has been met in relation to the COQs. I will consider whether the appellant has established the third part of the test below.

The CO Packages were not supplied in confidence

[39] The CO Packages are groups of related records that describe changes requested or required to the project, how the cost for the changes was estimated or agreed and

include a written approval from the region. Some CO Packages include a COQ as supporting documentation but when this occurs I have treated the COQ as part of the CO Package. The region's approval is indicated within the text of the CO Package and by signature that appears on the records themselves. Based on my review of them, the CO Packages are agreements between the appellant and the region about the costs to be paid by the region for changes to the project.

[40] Consistent with *Boeing, Accenture,* and MO-3700, I find that negotiated agreements like the CO Packages are not supplied within the meaning of section 10(1). Having concluded that these records were not supplied, it is not necessary for me to determine the second part of part two of the request.

[41] In these circumstances, I find that part two of the section 10(1) test has not been met in relation to the CO Packages and I will order them to be disclosed.

The progress summaries were not supplied in confidence

[42] The progress summaries consist of two separate multi-page reports. On the face of them, they appear to have been generated by the appellant. They are in the region's files for the project and it therefore stands to reason that they were supplied to the region by the appellant.

[43] However, I am unable to conclude that the progress summaries were supplied in confidence.

[44] I understand that the appellant may wish to keep this information confidential; however, I have not been provided with any rationale or explanation for why the appellant had a reasonable expectation that it was providing the progress summaries to the region in confidence. The nature of the information in the progress summaries is different than is contained in the COQs and I am therefore unable to apply the appellant's arguments and reasoning to the progress summaries.

[45] I have considered whether the nature of the information contained in the progress summaries would in and of itself give rise to a reasonable expectation that it was being supplied in confidence. While I accept that the appellant wishes for the information to be maintained in confidence, I am not able to find on an objective basis that this expectation was reasonable.

[46] I am therefore unable to conclude that the information was provided to the region *in confidence.* Part two of the section 10(1) test has not been met in relation to the progress summaries and I will order them to be disclosed.

The emails were not supplied in confidence

[47] The emails consist of two separate chains of email communications between the appellant and the region. Much of the information, therefore, is not capable of having been supplied by the appellant as it was, in fact, supplied by the region to the

appellant.

[48] The main subject of each email chain is established by the originating email that was authored by the region. In one case, the email chain reflects what appears to be an agreement. In the other, the email chain reflects what appears to be a negotiation.

[49] I have reviewed the emails to determine whether there is any information within them that could be commercial or financial information, or lead to an accurate inference about such information, supplied by the appellant to the region.

[50] There is some information in one of the emails that could possibly qualify as supplied. However, I am unable to conclude that that information, or any of the information provided to the region in the emails, was provided with any objective expectation that it would be kept confidential. There is no discussion in the emails, nor do I have any other information before me to suggest, that the information was provided with an expectation of confidentiality.

[51] In summary, I find that the second part of the section 10(1) test has not been met in relation to the emails and I will therefore order them to be disclosed.

Summary

[52] As detailed above, I find that part two of the section 10(1) test has not been met in relation to the CO Packages, the progress summaries and the emails. As a result, I will order these records to be disclosed to the requester.

[53] I also find that the COQs were supplied in confidence and that therefore part two of the section 10(1) test has been met in relation to these records. I will next consider whether the appellant has established that the harms in section 10(1) are present if the COQs are disclosed.

Part 3 – would disclosure of the COQs reasonably be expected to cause the harms in sections 10(1) (a), (b) or (c)?

[54] Parties resisting disclosure must establish a risk of harm from disclosure of the record that is well beyond the merely possible or speculative, but need not prove that disclosure will in fact result in such harm.[18]

[55] In the context of this appeal, this means that the appellant must provide detailed evidence to demonstrate the harm. How much and what kind of evidence is needed will

---

[18] *Accenture,* cited above, *Ontario (Community Safety and Correctional Services)* v. *Ontario (Information and Privacy Commissioner)*, [2014] 1 S.C.R. 674, *Merck Frosst Canada Ltd.* v. *Canada (Health)*, [2012] 1 S.C.R. 23.

depend on the type of issue and seriousness of the consequences.[19] In applying section 10(1) to government contracts, the need for public accountability in the expenditure of public funds is an important reason behind the need for detailed evidence to support the harms outlined in section 10(1).[20]

General positions of the parties

[56] The appellant has made brief specific representations about each of the possible types of harm, which are summarized below.

[57] The requester submits that the appellant has failed to established any of the enumerated harms and that the appellant is required to provide detailed and convincing evidence to establish a reasonable expectation of harm, referring to Order MO-2906. It refers to *Accenture*, in which the Court held that the IPC, "is not required to accept theories of potential harm that are vague or devoid of a proper factual basis."[21]

[58] The requester characterizes the argument of the appellant as mere speculation with no evidentiary support. The requester's specific arguments in relation to each of the harms are summarized below.

Section 10(1)(a): prejudice to competitive position

[59] Under section 10(1)(a), the region is required to withhold the COQs unless disclosure of them could reasonably be expected to,

> (a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

[60] The appellant submits that disclosure of the COQs will prejudice its competitive position because it will reveal its subcontractor and supplier pricing. It says that the pricing information was "obtained following many years of negotiation and relationship development" with the providers. It says that these relationships and pricing structures "could reasonably be expected to be damaged" if the information is disclosed, thereby putting it at a competitive disadvantage.

[61] The appellant also says that the information provides details on very specific components of its "contract price" and that release of this information would provide its competitors with highly confidential information that they could use for future work, putting it at a disadvantage.

---

[19] *Ontario (Community Safety and Correctional Services)* v. *Ontario (Information and Privacy Commissioner)*, cited above.
[20] Order PO-2435.
[21] Cited above, at para 50.

[62] The requester states that the appellant has not provided sufficient particulars to support its "speculative theories of harm." It refers to MO-3700, discussed above, in which the Adjudicator rejected similar vague allegations of harm.

Finding

[63] The COQs contain a wide variety of information. Each COQ contains a different type of information and level of detail; some involve subcontractors and some do not. In many respects, I am unable to correlate the appellant's arguments with the information in many of the COQs, which means that I do not have sufficient evidence before me to conclude that disclosure of large portions of the records could reasonably be expected to cause the harm stated in section 10(1)(a).

[64] As I understand the appellant's argument in its broadest sense, it submits that disclosure of specific pricing information with third parties would damage its relationships with those third parties because the prices provided are no longer confidential. As noted above, the appellant submits that it has agreements with these third parties to keep their pricing information confidential, although it has not provided any particulars about which third parties, the nature of the agreements, or the reason for the confidentiality, for example.

[65] To find that any of the section 10(1) harms are present, I must be satisfied on a balance of probabilities that there is a reasonable expectation of the harm. I can reach this conclusion either on the basis of the information in the records themselves or evidence provided by the party resisting disclosure (in this case, the appellant).[22]

[66] I have considered the information itself and the arguments made by appellant. The information alone is not of the nature that I can reasonably conclude that its disclosure would cause any prejudice to the appellant, let alone significant prejudice.

[67] Without further information about the terms of the agreements between the appellant and the third parties, I am unable to conclude that disclosure would prejudice significantly the appellant's competitive position. Even if I were to accept that one of the third parties would be dissatisfied that the information was disclosed, which I have no basis to find, whether and how this dissatisfaction would impact the appellant's competitive position is not apparent to me. For instance, it is not clear if the third parties would cease to do business with the appellant only when it does business with the region or if it would impact all of its work for any of its clients. Although the appellant is not required to prove with certainty that it will be significantly prejudiced, it must present more than speculative concerns, which is, in my view, what it has done.

[68] I also understand the appellant to argue that there could be a contingent harm –

---

[22] *Accenture,* cited above, at paras 40-41.

that is, that if its relationships with third parties is damaged, it will then be placed at a competitive disadvantage. Without any particulars about the nature of the market in which the appellant competes or, for example, the scarcity of other similar contractors to step in, I am unable to accept the appellant's arguments because I find that they are too speculative or lacking in detail to establish the harm in section 10(1)(a) and it does not apply.

Section 10(1)(c): undue loss or gain

[69] Under section 10(1)(c), the region is required to withhold the COQs unless disclosure could reasonably be expected to,

> (b) result in undue loss or gain to any person, group, committee or financial institution or agency; or

[70] The appellant submits that disclosure of the information would cause an undue harm to it by creating a detrimental competitive position for it and causing a related undue gain to its competitors. Its arguments under section 10(1)(c) are similar to those made under section 10(1)(a).

[71] The requester's arguments about section 10(1)(c) are the same as those made in relation to section 10(1)(c).

Finding

[72] In this appeal, the appellant argues that disclosure of the information at issue could lead to undue gain because it would displease its subcontractors and suppliers to such a degree that they would refuse to do business with it in the future or because its competitors would become privy to the prices that it has negotiated with these suppliers and subcontractors.

[73] The former argument is a speculative concern for which the appellant has not provided sufficient evidence for me to find on a balance of probabilities, taking into account the circumstances of the appeal and the information that this harm could reasonably be expected to occur.

[74] The latter argument is compelling; however, the only evidence before me is the records themselves and the appellant's brief arguments. If I were to conclude that disclosure of the pricing information in the COQs would lead to an advantage that was an "undue gain" I would be required to make a number of assumptions, such as that the subcontractors continue to offer the same prices now, that the subcontractors only offer the prices to the appellant, that there is something unique about how the appellant carried out this project that would be of interest or value to third parties. All of these things may be true, but I have no information before me to draw these conclusions and they do not follow logically from the records. As a result, I find that the appellant's arguments are too speculative to establish that the harms in section 10(1)(c) are present and I therefore find that it does not apply.

Section 10(1)(b): similar information no longer supplied

[75] Under section 10(1)(b), the region is required to withhold the COQs unless disclosure could reasonably be expected to,

> (c) result in similar information no longer being supplied to the institution where it is in the public interest that similar information continue to be so supplied;

[76] As already noted above, the appellant submits that the level of detail requested by the region to support the changes on the project is a level of detail not requested by other clients or consultants. It explains that it reluctantly provided the information in good faith "with the implied understanding" that it would remain confidential. It says that if the is released, it would no longer provide this level of detail in future region contracts and that this would have a negative impact on the region.

[77] The requester submits that the appellant's arguments are speculative and implausible and refers to Orders MO-2283 and MO-2906 in support of its position. It submits that the following description provided by the Adjudicator in Order MO-2283 is applicable to the appellant's arguments:

> this is an exaggerated and entirely hypothetical proposition. Given the scope of projects put up for public bid, and the value of those projects, detailed and convincing evidence is required that companies will withdraw from the bidding process. That has not been provided.

Finding

[78] Essentially, the appellant says that it will not participate in future similar projects if the region discloses the information. The harm in section 10(1)(b) is a broader harm that is focused on the information at issue, not a particular appellant's intention to withdraw from work. The appellant has provided no information to suggest how disclosure could cause others to refuse to provide similar information to the region.

[79] In my view, the appellant's arguments about section 10(1)(b) do not relate to the harm that is protected by that section and I find that section 10(1)(b) therefore does not apply.

Section 10(1) harms are not established

[80] After reviewing the arguments made by the appellant and the COQs themselves, I find that the appellant has not established that disclosure of them could reasonably be expected to cause the harms in sections 10(1)(a), (b) or (c).

ORDER:

1. By August 4, 2021, but not before July 30, 2021, I order the region to disclose the records except for the information withheld on the basis of section 14(1).

2. Upon request, the region will provide the IPC with a copy of the records disclosed to the requester.

Original Signed by: June 29, 2021

Valerie Jepson
Adjudicator