Order F25-40

CITY OF VANCOUVER

Elizabeth Vranjkovic
Adjudicator

June 2, 2025

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Summary: A journalist (applicant) made a request under the *Freedom of Information and Protection of Privacy Act (*FIPPA) to the City of Vancouver (City) for access to all of a named City employee's correspondence related to the FIFA World Cup sent and received during a specific time period. The City provided the responsive records to the applicant but withheld some information from those records under ss. 12(1) (Cabinet confidences), 12(3)(b) (local public body confidences), 13(1) (advice or recommendations), 14 (solicitor-client privilege), 15(1) (harm to law enforcement), 16(1) (harm to intergovernmental relations), 17(1) (harm to financial or economic interests), 19(1) (harm to individual or public safety), 21(1) (harm to a third party's business interests) and 22(1) (unreasonable invasion of a third party's personal privacy) of FIPPA. The adjudicator found the City was authorized or required to withhold some information under ss. 12(3)(b), 13(1) ,14, 15(1), 16(1), 17(1), 19(1), 21(1) and 22(1) but that much of the withheld information did not fall within the claimed exceptions. The adjudicator ordered the City to disclose that information to the applicant.

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, [RSBC 1996] c. 165, ss. 12(1), 12(3)(b), 13(1), 14, 15(1), 15(1)(a), 15(1)(b), 15(1)(f), 15(1)(l), 16(1), 16(1)(a), 16(1)(b), 17(1), 17(1)(e), 17(1)(f), 19(1), 19(1)(a), 19(1)(b), 21(1), 21(1)(a), 21(1)(b), 21(1)(c), 22(1), 22(2), 22(2)(f), 22(2)(h), 22(3), 22(4) and 22(4)(e).

INTRODUCTION

[1] A journalist (applicant) requested access to correspondence sent or received by a named employee of the City of Vancouver (City) about the Fédération Internationale de Football Association (FIFA), the Canadian Soccer Association (Canada Soccer), and the 2026 FIFA World Cup (World Cup) between February 1, 2022 and March 16, 2022.

[2] The City identified over 2400 pages of responsive records. Before deciding what to disclose, the City notified several parties about information the

City believed was relevant to them and sought their positions on disclosure under s. 23(1) of the *Freedom of Information and Protection of Privacy Act* (FIPPA).[1]

[3] One of those parties (the Third Party) told the City that it believes s. 21 (harm to a third party's business interests) applies to some information in the records (the Third Party Information) and requested the City withhold that information on that basis.[2] The City disagreed and decided to disclose the Third Party Information to the applicant, and the Third Party asked the Office of the Information and Privacy Commissioner (OIPC) to intervene and review the decision. Mediation by the OIPC investigator did not resolve the issues between the Third Party and the City and the matter proceeded to inquiry.

[4] Apart from the Third Party Information, the City decided that it was authorized or required to withhold information from the responsive records under ss. 12(1) (Cabinet confidences), 12(3)(b) (local public body confidences), 13(1) (advice or recommendations), 14 (solicitor-client privilege), 15(1) (harm to law enforcement), 16(1) (harm to intergovernmental relations or negotiations, 17(1) (harm to public body's financial or economic interests), 19(1) (harm to individual or public safety), 21(1) and 22(1) (unreasonable invasion of a third party's personal privacy). The City provided the responsive records to the applicant but withheld a significant amount of information from those records under those disclosure exceptions. The applicant asked the OIPC to review the City's decision to withhold information under those sections, and the matter proceeded to inquiry.

[5] Given the overlap between the Third Party's request for review and the applicant's request for review, the OIPC set down both files to be heard and resolved in this inquiry.

[6] In addition to the Third Party, based on the nature and content of the information at issue, the OIPC invited several parties to participate in the inquiry as appropriate persons under s. 54. The following parties accepted the OIPC's invitation and participated in the inquiry:

- BC Pavilion Corporation (PavCo);
- Vancouver Airport Authority (Airport Authority);
- Canada Soccer;
- FIFA; and
- the Ministries of Attorney General; Finance; Tourism, Arts Culture and Sport (Tourism); and Public Safety and Solicitor General (collectively, the Ministries)

[1] From this point forward, whenever I refer to section numbers I am referring to sections of FIPPA unless otherwise specified.
[2] I do not refer to the Third Party Information by page number in this order because the OIPC accepted the page numbers of the Third Party Information *in camera*.

(collectively, the Appropriate Persons).

[7] The Ministries provided joint submissions. The OIPC granted the Third Party, the Airport Authority, the City, PavCo and the Ministries permission to provide some of their submissions and affidavit evidence *in camera* (that is, for only the Commissioner and not the other parties to see). The OIPC also authorized the Third Party to participate anonymously in the inquiry on the basis that disclosing their identity would reveal some of the information in dispute.

ISSUES

[8] The issues to be decided in this inquiry are as follows:

1. Is the City required to refuse to disclose the information at issue under ss. 12(1), 21(1) and 22(1)?

2. Is the City authorized to refuse to disclose the information at issue under ss. 12(3)(b), 13(1), 14, 15(1), 16(1), 17(1) and 19(1)?

[9] Under s. 57(1), the City has the burden of proving that the applicant has no right to access the information at issue under ss. 12(1), 12(3)(b), 13(1), 14, 15(1), 16(1), 17(1), 19(1) and 21(1) (other than the Third Party Information).

[10] Under s. 57(2), the applicant has the burden of proving that disclosing the information at issue under s. 22(1) would not unreasonably invade a third party's personal privacy. However, the City has the initial burden of proving the information at issue qualifies as personal information.[3]

[11] Under s. 57(3)(b), the Third Party has the burden of proving that s. 21(1) applies to the Third Party Information.

DISCUSSION

Background[4]

[12] In 2018, FIFA awarded the rights to host the World Cup to the Confederation of North, Central American and Caribbean Association Football. FIFA then held a process to select 16 cities to host World Cup matches (host cities). The City initially sought to become one of the host cities but subsequently withdrew from the process.

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[3] Order 03-41, 2003 CanLII 49220 (BC IPC) at paras 9-11.

[4] City's initial submission at paras 24, 27-29, 31, 44; FIFA's initial submission at para 15. I find the information in these paragraphs is not contentious between the parties and is therefore appropriate to include as "background" information and rely on in that capacity.

[13] During the time period that is the subject of the access request, the City was contemplating whether to rejoin the host city selection process and it ultimately decided to do so. As part of the selection process, FIFA provided the City with documents, presentations and questionnaires to assist it with developing its bid (the FIFA Documents). The City was also required to execute a number of agreements in order to become a host city candidate. At some point, representatives from the City and other entities formed a working group (the Working Group) related to the host city candidacy.

[14] In June 2022, FIFA announced that the City had been selected as a host city.

Records at issue

[15] The responsive records total 2411 pages. The information at issue is in various types of records, including the FIFA Documents, which consist of:

- The Host Committee Rights and Assets package;[5]
- The Host City Selection Process Document;[6]
- The Venue Selection Process Document;[7]
- The General and Non-Stadium Hosting Requirements Document (Hosting Requirements Document);[8]
- The Training Site Infrastructure Presentation;[9]
- The FIFA Safety Document;[10]
- The Canada Soccer Safety Document;[11]
- The Responsibility Assignment Matrix;[12] and
- Questionnaires.[13]

[16] The records also include the following agreements between FIFA and various entities, including the City:

- The Host City Agreement;[14]
- The Airport Agreement;[15] and
- The Training Site Agreements.[16]

[5] Pages 535-554, 613-632 and 745-764.
[6] Pages 656-676, 1632-1652 and 1761-1781.
[7] Pages 602-612 and 734-744.
[8] Pages 2131-2141, 2305-2314 and 2316.
[9] Pages 1979-2014.
[10] Pages 834-843.
[11] Pages 1182-1192, 1674-1684, 2250-2254 and 2258-2263.
[12] Pages 1671-1672 and 2255-2256.
[13] Pages 641-642, 646-647, 1744-1747 and 1751-1752.
[14] Pages 82-179 and 1395-1497.
[15] Pages 23-81 and 1498-1552.
[16] Pages 182-329, 332-479 and 1553-1629.

(collectively, the FIFA Agreements)

[17] In many instances, the City has applied multiple FIPPA exceptions to the same information. In my analysis below, if I find that one exception applies to a piece of information, I will not consider whether other FIPPA exceptions may also apply.

Preliminary Issues

What sections of FIPPA are at issue?

[18] Based on the information initially before me, it was unclear which subsections of ss. 15(1) and 16(1) were properly at issue in the inquiry.[17] Given this, I instructed the City to indicate on the records and table of records which specific subsections of ss. 15(1) and 16(1) it was asserting applied to each piece of information withheld under those sections.

[19] In response, the City provided an updated records package and updated table of records which include the information I requested. However, I find these updated documents raise several additional concerns.

[20] First, the City has added ss. 16(1)(a) and (b) as a justification for withholding information previously only marked as withheld under s. 21(1).[18] I do not think it would be fair to consider whether ss. 16(1)(a) and (b) apply to that information. The applicant did not have an opportunity to make submissions on whether ss. 16(1)(a) and (b) apply to that information and I find that soliciting submissions from the parties on the application of ss. 16(1)(a) and (b) to that information would unduly delay the inquiry. The City has not explained why it did not previously mark this information as withheld under ss. 16(1)(a) or (b) or why it only seeks to do so now. For these reasons, I decline to consider whether ss. 16(1)(a) or (b) apply to the information that the City previously withheld only under s. 21(1).

[21] Further, in the updated records and updated table of records, the City indicated that it is relying on ss. 15(1)(b), (f), (k) and (l) for most of the information withheld under s. 15(1). However, in its inquiry submission, the City does not say anything about s. 15(1)(k). Instead, it defines the s. 15(1) issues as whether it is "authorized to refuse disclosure of information withheld under section 15(1)(b), (f) or (l)…"[19] and only makes arguments about the application of ss. 15(1)(b), (f) and (l) to the disputed information.[20]

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[17] I was able to tell from the submissions, or did not need to decide based on my findings about some of the disputed information, which subsections of s. 19(1) and 21(1) were at issue. However, public bodies should specify which subsections are at issue as a matter of course.
[18] Information on page 928.
[19] City's initial submission at para 2(v).
[20] City's initial submission at paras 112-173.

[22] Given this, I find it would be unfair to consider whether s. 15(1)(k) applies to the information at issue. None of the parties, including the City, made submissions on s. 15(1)(k), so the applicant could not have reasonably considered s. 15(1)(k) to be at issue at the time they drafted their inquiry submission. Further, I find that soliciting submissions from each of the parties on the potential application of s. 15(1)(k) would unduly delay the inquiry and be unfair to the applicant. The City has also not explained why it did not previously include s. 15(1)(k) in its submissions or why it has now included s. 15(1)(k) on the updated records and updated table of records. For these reasons, I will not consider whether s. 15(1)(k) applies to any of the information at issue.

[23] I can also see that in their submissions, the Airport Authority and FIFA argue that s. 15(1)(a) applies to some of the disputed information. However, the City did not include s. 15(1)(a) in the updated records or updated table of records and does not make any submissions about that section. However, in contrast to the City's late reliance on s. 15(1)(k), I find that all the parties, including the applicant, had the opportunity to respond to the Airport Authority and FIFA's s. 15(1)(a) submissions during the inquiry. Therefore, I do not think considering whether s. 15(1)(a) applies to the information the Airport Authority and FIFA say it applies to would be unfair, and I will consider s. 15(1)(a) during the inquiry.

[24] Finally, the Ministries say s. 16(1)(b) applies to some information in dispute.[21] In the updated records and updated table of records, the City says it is withholding this information under s. 16(1)(a) only. However, given the lack of specificity at the time that the Ministries made their inquiry submissions and the fact that all the parties had the opportunity to respond to the Ministries' s. 16(1)(b) submissions during the inquiry, I find that fairness weighs in favour of considering whether s.16(1)(b) also applies to this information and I will do so below.

Inconsistent severing

[25] Throughout the course of this inquiry, I noticed several inconsistencies in how the City severed the records.[22] The City did not explain or reference these inconsistencies in its submissions, so I assume they were not intentional.
[26] For one record, the updated records indicate that only s. 16(1)(b) applies, but the updated table of records says that ss. 16(1)(a) and (b) both apply, and the City made submissions about the application of s. 16(1)(a) to this information. Given this, I find that it was an oversight for the City not to mark the information

[21] Information on pages 772-775.

[22] The amount of inconsistent severing in this matter, especially in light of the number of records and parties involved, greatly increases the risk of inconsistent decision-making. Mitigating that risk has significantly added to the time taken to conduct this inquiry. Parties to an inquiry should take care to ensure their severing is consistent and accurate throughout all of their materials.

as withheld under s. 16(1)(a) on the updated records, so I will consider whether s. 16(1)(a) and (b) apply to the information.

[27] There are also several instances where the City inconsistently applied exceptions to identical copies of the same records. For example, in one place in the records, the City withheld part of an email under ss. 13(1), 16(1)(a) and (b) and 17(1) but in other places withheld the same information under ss. 13(1) and 17(1).[23] As another example, the City withheld information under s. 16(1)(a) in one place and then withheld the same information under s. 16(1)(b) in a duplicate copy of the record.[24]

[28] For the sake of completeness and consistency, where the City relies on a given exception to withhold information in one copy of a record, I will also consider whether that exception applies to the same information in any identical copies of that same record.[25]

[29] Additionally, one of the records contains a summary of provisions of agreements and documents, most of which appear elsewhere in the records. The City withheld almost all of the information in the summary document under ss. 13(1), 17(1) and 21(1) but withheld portions of the original documents and agreements under other disclosure exceptions. [26] For example, the City withheld certain provisions of the Airport Agreement under ss. 15(1)(b), (f) and (l), 19(1) and 21(1) but withheld the summaries of those same provisions under ss. 13(1), 17(1) and 21(1). The City does not explain these differences in severing. I find it is appropriate to consider whether disclosure exceptions other than ss. 13(1), 17(1) and 21(1) may apply to the summary where the underlying information being summarized was withheld under other disclosure exceptions.[27] Where I find that another disclosure exception applies to underlying information, I find that City may also withhold that same information from the summary under that disclosure exception.

[30] Finally, the City withheld two copies of a memo and four "earlier draft versions" of that memo but severed those records in inconsistent ways.[28] The

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[23] Information on pages 1143, 1924 and 1927. The updated table of records and the updated records both contain this inconsistency.
[24] Information on pages 790, 795-799, 950 and 955-959.
[25] To be clear, I will consider whether ss. 16(1)(a) and (b) apply to all copies of the email discussed above. I will also consider whether ss. 16(1)(a) and (b) apply to both copies of the other record discussed above.
[26] Summaries on pages 1928-1975 and 2020-2066.
[27] I considered whether to write to the parties and seek submissions on the application of other disclosure exceptions to this information, considering that the parties have already had the opportunity to provide submissions on the application of those other disclosure exceptions to the underlying information. In my view, the harm that would be caused by the delay in seeking submissions outweighs any harm to procedural fairness in not seeking submissions.
[28] Affidavit of the City's Director, Tourism and Destination Events (Tourism Director) at para 60. Information on pages 4-6, 1212-11214, 1215-1218, 1270-1273, 1862-1863 and 1867-1868.

memos have all been severed under ss. 12(3)b), 13(1), 16(1)(b) and 17(1) but the severing is inconsistent in the following ways:

- The final versions and two of the drafts contain line-by-line severing[29] while two of the drafts are withheld in their entirety.[30]
- The City applied s. 21(1) to some versions but not others.
- The same (or very similar) information is openly disclosed in some versions but withheld from other versions.

[31] The City explains why it took different approaches to severing under s. 13(1), so I will consider the s. 13(1) severing in my s. 13(1) analysis below. However, the City does not explain the inconsistent severing for the other exceptions. In the absence of any explanation from the City, I find that ss. 12(3)(b), 16(1)(b), 17(1) and 21(1) do not apply to any information in the memos that is the same or substantially the same as information that is openly disclosed in other versions of the memos. Therefore, when I analyse how the City has severed the memos under ss. 12(3)(b), 16(1)(b), 17(1) and 21(1) below, I will not consider any information that has already been disclosed to the applicant.

Information the City says is outside the scope of FIPPA

[32] The City says that during preparation for the inquiry, its legal counsel noticed that five pages of the records package are communications "seemingly of a privileged nature" between Airport Authority employees and their external legal counsel (the Airport Emails). The City says that it notified the Airport Authority, whose legal counsel asserted privilege, confirmed that it did not intend to waive privilege and requested that the Airport Emails be deleted from the records package.

[33] The City says that it has "permanently redacted" the Airport Emails and says they never ought to have been in the City's custody and were never properly in the City's control.[31] In the table of records, the City describes the Airport Emails as "OUT OF SCOPE" and does not refer to any provision of FIPPA to justify withholding them from the applicant. The City also did not include the Airport Emails in the records package.

[34] In its inquiry submission, the Airport Authority requests that the City exercise its discretion under s. 14 to delete the Airport Emails and excise them from the records.[32] The Airport Authority also makes submissions and provides evidence about the application of s. 14 to the Airport Emails.

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[29] Information on pages 4-6, 1212-1214, 1215-1218 and 1270-1273.
[30] Information on pages 1862-1863 and 1867-1868.
[31] City's initial submission at page 21; affidavit of the Assistant Director of the City's Legal Department at para 43.
[32] Airport Authority's initial submission at paras 9 and 54.

[35] It seems to me that the City withheld the Airport Emails on the basis that they fall outside the scope of FIPPA under s. 3(1) because they were not properly in the City's custody or under its control.

[36] None of the parties made any submissions about the City's custody or control of the Airport Emails beyond what is set out above, and s. 3(1) is not identified as an issue in the Notices of Written Inquiry. In my view, it is not appropriate for the City to unilaterally decide that the Airport Emails are "out of scope." Instead, if the City wanted to withhold them on that basis, the City should have requested to add s. 3(1) as an inquiry issue.

[37] I have considered whether to add. s. 3(1) as an inquiry issue. For the reasons that follow, I find that I do not need to add s. 3(1) and it is instead appropriate to consider whether s. 14 applies to the Airport Emails.

[38] The Airport Authority, whom the City's submissions seem to suggest is the party who properly has custody and control over the Airport Emails, argues that those records should be withheld under s. 14, not that they are outside the scope of FIPPA pursuant to s. 3(1). The Airport Authority is the also client to whom the privilege would belong, if established. Considering the importance of solicitor-client privilege, I find it would be unfair not to consider the application of s. 14 when the Airport Authority asked the City to withhold the Airport Emails under s. 14 and the City instead withheld them as "out of scope." I do not think deciding s. 14 would be unfair to the other parties because they had an opportunity to respond to the Airport Authority's submissions on s. 14 during the inquiry.

[39] I am mindful that adding s. 3(1) to the inquiry would add delay to an already lengthy process because no one has had an opportunity to make submissions on s. 3(1). Additionally, in light of my findings on s. 14 below, deciding whether the Airport Emails are in the City's custody or control would merely be an academic exercise and would not have a practical impact on the applicant's ability to access the Airport Emails. For these reasons, I decline to add s. 3(1) to the inquiry and I will consider the Airport Emails in my s. 14 analysis below.

Volume of records

[40] The City says that given the volume of responsive records and number of redactions, "the preparation for this inquiry has proven to be a formidable undertaking." It says that "owing to the amount of severing at issue which combined with the effort demonstrated in the circumstances to present, from those with firsthand knowledge, careful and precise evidence to support the specific severing, the City respectfully submits that the Commissioner or its delegate should accept this evidence as compelling and persuasive."[33]

[33] City's initial submission at para 25.

[41] I acknowledge that preparing for this inquiry cannot have been simple for the City due to the number of responsive records and redactions. To be clear, the quality of evidence required to establish any given exception applies remains the same regardless of how much information is at issue. My assessment of the City's evidence is not influenced by the amount of information at issue.

[42] I note that on several occasions, the City did not provide evidence or argument specific to certain information and certain disclosure exceptions.[34] As a rule, parties must be prepared to support their claims about the application of disclosure exceptions to the specific information at issue. They should not proceed to inquiry at the OIPC and fail to provide evidence or argument about their position where the onus is on them to establish that a given disclosure exception applies. Proceeding in such a manner unnecessarily delays access to information for applicants and is an inefficient use of the OIPC's limited resources.

Local public body confidences, s. 12(3)(b)

[43] Section 12(3)(b) allows a local public body to refuse to disclose information that would reveal the substance of deliberations of a meeting of its elected officials or governing body if an Act or a regulation under FIPPA authorized holding that meeting in the absence of the public.

[44] The purpose of s. 12(3)(b) is to protect the full and frank exploration of all issues, despite how controversial they may be, by allowing a local public body's governing body to engage in certain discussions in the absence of the public.[35]

[45] The City says that it relies on s. 12(3)(b) in relation to matters discussed during *in camera* meetings which were held on March 7, 10 and 29, 2022.[36]

[46] Previous orders have held that three conditions must be met for a public body to withhold information under s. 12(3)(b):

1. The public body has statutory authority to meet in the absence of the public;

2. A meeting was actually held in the absence of the public; and

[34] I understand that the City relied on other parties to provide evidence and argument about some information. My concern is where the City did not provide any evidence or submissions, either directly or by relying on other parties.
[35] See Order F11-04, 2011 BCIPC 4 at para 29 and Order 04-04, 2004 CanLII 34258 (BC IPC) at para 72.
[36] City's initial submission at pages 15 and 33.

3. The information would, if disclosed, reveal the substance of deliberations of the meeting.[37]

[47] I am satisfied that the first two conditions are met with respect to the March 7, 10 and 29, 2022 meetings.[38] I turn now to the third condition.

If disclosed, would the information reveal the substance of deliberations of the meetings?

[48] Past orders have established that, in the context of s. 12(3)(b), the phrase "substance of deliberations" covers discussions conducted with a view to making a decision or following a course of action.[39] The phrase also clearly covers the substantive content of motions passed during *in camera* meetings.[40] However, the phrase only covers what was actually said during a meeting and not background materials which stimulated the discussion,[41] unless disclosing those background materials would allow someone to draw accurate inferences about what was said or discussed during the meeting.[42]

[49] The City says that the withheld information reveals advice from staff and matters or issues deliberated at the *in camera* meetings or would allow someone to accurately infer that same information.[43]

[50] The City's Director, Tourism and Destination Events (Tourism Director) says that in her view, disclosure of the information withheld under s. 12(3)(b) would "reveal the substance of deliberations at the… *in camera* meetings or allow someone to draw accurate inferences in this regard, or in regard to the advice or recommendations given to the City and Park Board by staff."[44] She also describes what was discussed at the relevant *in camera* meetings.[45]

[51] It is clear to me that the following information would reveal the substance of *in camera* deliberations if disclosed:

- Detailed summaries of decisions made at an *in camera* meeting;[46]
- A summary of concerns raised during an *in camera* meeting; and[47]

[37] Order F13-10, 2013 BCIPC 11 at para 8.
[38] In coming to this conclusion, I have considered the affidavit evidence of the City's Director, Tourism and Destination Events (Tourism Director).
[39] Order 00-11, 2000 CanLII 10554 (BC IPC).
[40] See, for example, Order F16-03, 2016 BCIPC 3 at para 13, citing Order 03-09, 2003 CanLII 49173 (BC IPC) and Order F15-20, 2015 BCIPC 22.
[41] Order F11-04, 2011 BCIPC 4 at paras 29 and 35.
[42] Order F12-11, 2012 BCIPC 15 at para 14.
[43] City's initial submission at para 52, Tourism Director's affidavit at para 66.
[44] Tourism Director's affidavit at para 68.
[45] Tourism Director's affidavit at paras 54, 58 and 59.
[46] Information on pages 1698-1701.
[47] Information on page 1872.

- Details about reports written for *in camera* meetings where I find disclosure could allow inferences to be made about what was discussed at those meetings.[48]

[52] I find that s. 12(3)(b) applies to that information. However, I do not see how disclosing the other information at issue under s. 12(3)(b) would reveal the substance of deliberations at any of the *in camera* meetings.

[53] Some of the information reveals the topics of planned *in camera* meetings.[49] Previous OIPC orders have drawn a distinction between information that would reveal only the "topic of deliberations", which is not protected, and that which would reveal the substance of deliberations, which is protected.[50]

[54] In my view, this reasoning is directly applicable here. I am not satisfied that disclosing the topics of planned *in camera* meetings would reveal the substance of *in camera* deliberations. I find that s. 12(3)(b) does not apply to the topics of planned *in camera* meetings.

[55] The City also withheld the dates of planned *in camera* meetings under s. 12(3)(b).[51] I cannot see, and the City does not explain, how this information would reveal the substance of deliberations of those meetings. I find that s. 12(3)(b) does not apply to the dates of planned *in camera* meetings.

[56] Finally, it is not clear to me, and the City does not adequately explain, how the balance of the information withheld under s. 12(3)(b) even relates to the relevant *in camera* meetings. This information includes:

- The dates and subject matter of planned public meetings;[52]
- A consultant's timeline to finish a report;[53]
- High-level information in emails and memos, including a request for information and updates on planned actions;[54]
- Descriptions of actions taken by Park Board staff;[55]

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[48] Information on page 1101, 1383 and 1883.
[49] Information on pages 4, 6, 1170, 1212, 1214-1215, 1217, 1262, 1264, 1267-1268, 1270, 1272, 1382-1383, 1665, 1860, 1865, 2128 and 2154.
[50] See for example, Order No. 331-1999, 1999 CanLII 4253 (BC IPC) where former Commissioner Loukidelis held that s. 12(3)(b) does not apply to information that reveals only the topic of deliberations because the topic alone does not reveal what was discussed or decided. See also Order 04-04, 2004 CanLII 34258 (BC IPC) at para 81; Order F12-11, 2012 BCIPC 15 at para 15; and Order F19-18, 2019 BCIPC 20.
[51] Information on pages 4, 6, 1170, 1212, 1214-1215, 1217, 1262, 1264, 1267-1268, 1270, 1272, 1382-1383, 1665, 1860, 1865, 1977, 2128 and 2154.
[52] Information on pages 6, 1170, 1214, 1218, 1262, 1267, 1273, 1863 and 1868.
[53] Information on page 1228.
[54] Information on page 1145, 1262, 1264, 1863 and 1868.
[55] Information on pages 1101 and 1883.

- Descriptions of actions to be taken by the Province;[56]
- FIFA's timelines and deadlines for the host city selection process;[57]
- FIFA's training site requirements.[58]
- Email subject lines and attachment titles;[59]
- Basic information in a memo such as the date, subject, author, recipients, header and footer;[60] and
- The location where a document was saved.[61]

[57] I find that s. 12(3)(b) does not apply to this information.

Conclusion, s. 12(3)(b)

[58] I find that s. 12(3)(b) applies to some, but not all, of the information withheld on under that section.

Advice or recommendations, s. 13(1)

[59] Section 13(1) authorizes the head of a public body to refuse to disclose information that would reveal advice or recommendations developed by or for a public body or a minister, subject to certain exceptions.

[60] The purpose of s. 13(1) is to allow full and frank discussion of advice or recommendations on a proposed course of action by preventing the harm that would occur if the deliberative process of government decision and policy-making were subject to excessive scrutiny.[62]

[61] The first step in the s. 13 analysis is to determine whether the information at issue would reveal advice or recommendations developed by or for a public body or minister.

[62] "Recommendations" include material relating to a suggested course of action that will ultimately be accepted or rejected by the person being advised.[63] The term "advice" is broader than "recommendations"[64] and includes an opinion that involves exercising judgment and skill to weigh the significance of matters of

[56] Information on pages 1383 and 2015.
[57] Information on pages 1863 and 1868
[58] Information on page 1977.
[59] Information on page 1169-1171 and 1698.
[60] Information on pages 1700-1701.
[61] Information on page 1170.
[62] *John Doe v Ontario (Finance)*, 2014 SCC 6 at para 45 [*John Doe*].
[63] *Ibid* at para 23.
[64] *Ibid* at para 24.

fact.[65] Section 13(1) also encompasses information that would allow an individual to make accurate inferences about any advice or recommendations.[66]

[63] If the information is "advice" or "recommendations", the next step is to determine whether any of the circumstances in ss. 13(2) or 13(3) apply. If information falls within ss. 13(2) or (3), the public body may not refuse to disclose it, even if it is "advice" or "recommendations" within the meaning of s 13(1).

Would the information reveal advice or recommendations?

[64] The City withheld information under s. 13(1) from emails, draft documents including a draft letter and draft email, and a variety of other documents.

[65] The City says that the information withheld under s. 13(1) reveals advice or recommendations City staff developed about the implications of becoming a candidate host city.[67]

Draft documents

[66] The OIPC has consistently held that s. 13(1) does not apply to records simply because they are drafts.[68] The usual principles apply, and a public body can only withhold those parts of a draft which reveal advice or recommendations about a suggested course of action that will ultimately be accepted or rejected during a deliberative process.[69] While it may be possible in some cases to make inferences about the content of advice or recommendations from the changes made between various versions of a draft, the author of a draft may also make changes of their own accord without receiving advice to do so.

[67] The Tourism Director explains in detail how some of the drafts would reveal advice or recommendations.[70] Considering this evidence and the content of the withheld information, I find that the following information would reveal advice or recommendations if disclosed:

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[65] *College of Physicians of B.C. v. British Columbia (Information and Privacy Commissioner),* 2002 BCCA 665 at para 113.
[66] Order F19-28, 2019 BCIPC 30 at para 14.
[67] City's initial submission at para 65.
[68] Order 00-27, 2000 CanLII 14392 (BC IPC) at page 6, Order 03-37, 2003 CanLII 49216 (BC IPC) at para 59; Order F14-44, 2014 BCIPC 47 at para 32; and Order F15-22, 2015 BCIPC 36 at para 23; Order F18-38, 2018 BCIPC 41 at para 17; Order F17-13, 2017 BCIPC 14 at para 24; Order F20-37, 2020 BCIPC 43 at para 33; and Order F24-17, 2024 BCIPC 23 at para 69.
[69] Order F18-38, 2018 BCIPC 41 at para 17; Order F20-37, 2020 BCIPC 43 at para 33; Order F24-72, 2024 BCIPC 82 at para 36; Order F24-12, 2024 BCIPC 16 at para 70. See also Order F24-17, 2024 BCIPC 23 at paras 69 and 70.
[70] Tourism Director's affidavit at para 73.

- A draft letter and proposed attachments;[71]
- A proposed draft email;[72]
- Drafts of the participation agreement between the Province and the City (Participation Agreement);[73]
- Tracked changes in draft documents;[74]
- A draft presentation outline;[75]
- Most of the content in a draft training site report prepared for the City by a consultant (Draft Report);[76]
- Some of the withheld information in draft versions of a memo;[77] and
- Draft speaking notes.[78]

[68] However, I am not persuaded by the Tourism Director's evidence that disclosing the following information would reveal advice or recommendations:

- A draft presentation.[79] The Tourism Director says that "certain slides are a work in progress" and the draft was shared in confidence.[80] This does not help me understand how disclosure would reveal any advice or recommendations or allow accurate inferences to be drawn about the same.
- Information in the Draft Report other than the information I found above would reveal advice or recommendations if disclosed.[81] The Tourism Director says that someone comparing versions of the report would be able to infer what changes a City employee requested to the Draft Report and thus infer recommendations by and for the Park Board.[82] Based on what I can see in the records, it seems to me that a City employee did not recommend changes, but instead directed the consultant to make certain changes. Additionally, the City does not explain what portions of the Draft Report were changed and could be compared with other versions.[83]

[71] Information on pages 9, 11, 12, 1164-1168, 1258, 1260-1261, 1807, 1809-1810 and 2353-2354. The Tourism Director does not refer to pages 2353-2354 but they contain the same information so I make the same finding about those pages.
[72] Information on page 485.
[73] Information on pages 1343-1357, 1360-1374 and 2175-2188.
[74] Information on pages 720, 722, 781-786.
[75] Information on pages 2383-2384.
[76] Information on pages 1235-1253 and 1255.
[77] Information on pages 1862-1863 and 1867-1868.
[78] Information on pages 1034-1035.
[79] Information on pages 1710-1720.
[80] Tourism Director's affidavit at para 73(a)(vi).
[81] Information on pages 1234-1237 and 1240-1242.
[82] Tourism Director's affidavit at para 73(a)(v).
[83] I do not have any other versions of the Draft Report before me.

[69] I also do not see, and the City not adequately explain, how disclosing the following information would reveal any advice or recommendations:

- The portions of the draft memos that are identical to portions of the final versions of the memos;[84] and
- The title page of a draft multi-party agreement.[85]

[70] In summary, I find that some, but not all, of the information in the draft documents and communications would reveal advice or recommendations if disclosed.

Miscellaneous documents

[71] The City withheld information from a variety of documents under s. 13(1). I have no problem concluding that disclosing some of that information would reveal advice or recommendations, including:

- Some information in a safety and security document (the Safety Planning Document), which I find would reveal advice on how to prioritize safety and security planning.[86]
- Portions of an economic impact assessment presentation, which I find would reveal advice developed for the City and other public bodies about the economics of hosting the World Cup.[87]
- A risk matrix, several comments about deliverables for FIFA, and answers to certain questions which I find would reveal advice developed for the City and other public bodies about FIFA's deliverables and risks involved in becoming a host city.[88]
- The content of a draft assumptions document, other than its title, which I find would reveal advice developed by the RCMP about safety and security planning.[89]

[72] However, I find that the following information would not reveal advice or recommendations:

- The revised stadium rental fee card. This appears to be a template document created by FIFA for all potential host stadiums which contains instructions for calculating stadium rental fees and a table with a breakdown of types of expenses to be filled out by the host stadium. I do

[84] Information on pages 4, 6, 1212, 1214 and 1862-1863.
[85] Information on page 1276.
[86] Information on pages 1657-1658 and 2204-2205.
[87] Information on pages 692-693 and 695-700.
[88] Information on pages 1928-1931, 1934-1948, 1950, 1952, 1954-1965, 1971-1975, 2020-2023, 2026-2040, 2042, 2044-2056, 2062-2066.
[89] Information on pages 726-729.

not see how this would reveal any advice or recommendations if disclosed.[90]

- The information in the Safety Planning Document which I did not mention above. This information is general information about the scope of the World Cup, how it will unfold, the purpose of a planning group and members of the group and working assumptions that are generally known to the public and disclosed elsewhere in the records such as the location of matches, the months of the World Cup and the arrival airport.[91]
- The title of a briefing document and lists of questions contained in that document. [92] A question may lead to advice or recommendations, but the question itself does not amount to advice or recommendations unless it would allow for accurate inferences as to advice or recommendations actually received.[93] In my view, the questions at issue would not allow for any such inferences. Additionally, the questions are from Destination Vancouver and Destination BC, which are not public bodies, and some of the questions are for FIFA, which is not a public body, so I do not see how that information was developed by or for a public body.
- A template form from FIFA requesting information about proposed facilities and information provided by the City about those facilities (for example, field size and type). I do not see how this information would reveal or allow any accurate inferences as to advice or recommendations developed by or for a public body.[94]
- The title of the draft assurance document. I do not see how the title alone would reveal any advice or recommendations or allow any accurate inferences as to advice or recommendations.[95]
- A summary of deliverables under the FIFA Agreements and FIFA Documents, questions for Canada Soccer and some answers to questions that I did not refer to above.[96] I do not think the questions or answers that remain in dispute would allow for accurate inferences as to advice or recommendations.

[73] In summary, I find that some, but not all, of the information in the miscellaneous documents would reveal advice or recommendations if disclosed.

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[90] Information on pages 612 and 744.
[91] Information on pages 1656-1658 and 2203-2206.
[92] Information on pages 929-930.
[93] Order F19-27, 2019 BCIPC 29 at para 32; Order F14-19, 2014 BCIPC 22 at para. 35; Order F12-01, 2012 BCIPC 1 at para. 32
[94] Information on page 483.
[95] Information on page 726.
[96] Information on pages 1928-1975 and 2020-2066. I have already found that some answers would reveal advice developed for the City.

Emails

Finally, the City withheld information from emails under s. 13(1). I find that some of the disputed information in those emails would reveal advice or recommendations if disclosed. This includes:

- Advice and recommendations about a variety of matters, including traffic management, how to proceed on a matter, transit options, insurance, and how to organize a document.[97]
- Advice and a recommendation about the implications of certain provisions in some of the FIFA Agreements.[98]
- A recommended approach to communications about the World Cup.[99]
- A detailed explanation of how an individual arrived at a price estimate and a recommendation for how to estimate prices.[100]
- A recommended process for engagement and follow-up with First Nations.[101]
- Advice developed by City employees about planning and World Cup logistics.[102]

[74] However, the City does not adequately explain, and I do not see, how the following information would reveal advice or recommendations if disclosed:

- Email subject lines and attachment titles.[103] This information is so general that I do not see how it could reveal or allow accurate inferences about advice or recommendations.
- Information about meetings, including meeting invitations, attendees, dates, subject matters of meetings, meeting agendas and action items.[104] The OIPC has consistently recognized that s. 13(1) does not apply to information that reveals only topics of meetings.[105] I do not see how this type of general information about meetings could reveal or allow accurate inferences about advice or recommendations.

[97] Information on pages 499, 568-569, 580-581, 787-788, 878, 1665, 2209-2210, 2142, 2149, 2157 and 2288-2289.
[98] Information on pages 820, 942-945 and 1791-1795.
[99] Information on page 2015.
[100] Information on pages 2150-2151
[101] Information on pages 1074 and 2222
[102] Information on pages 2130, 2145, 2148 and 2155.
[103] Information on pages 1007, 1016-1017, 1163, 2302-2304 and 2351.
[104] Information on pages 4, 6, 560, 809-810, 876, 926, 1017, 1059-1060, 1062, 1064, 1083-1084, 1101-1102, 1170, 1177, 1212, 1214-1215, 1217, 1262, 1264, 1267-1268, 1270, 1382-1383, 1665, 1860, 1865, 1883-1884, 1923, 1926, 1977, 2128, 2154, 2221, 2304 and 2351.
[105] See for example, Order F19-27, 2019 BCIPC 29 at para 29 and Order F18-41, 2018 BCIPC 44 at para 15.

- Instructions provided to individuals, responses to those instructions, and actions taken and planned in relation to the City's bid.[106]
- Specifics of FIFA's training site requirements.[107]
- Summaries of communications and a summary of a provision in an agreement.[108]
- Proposed timelines.[109] Based on the context in which these timelines appear in the records, I find that they are simply updates about when things may occur, not advice or recommendations about when things should occur.
- Lists of deliverables and documents, the parties responsible for completing certain documents and FIFA's deadlines for receiving certain information.[110]
- Questions about a variety of matters, including the Draft Report, traffic management, who to contact on a matter, a request to discuss a matter, and the involvement of Indigenous nations.[111] I do not see how the questions would allow for any accurate inferences as to advice or recommendations.
- Information in emails that I find only serves to inform and provide a "heads up" for the recipient.[112]
- An individual's response to another individual providing a document to them.[113]
- A conversation between two City employees about working together and next steps on a matter.[114]
- Basic assumptions underlying planning that are known to the public and disclosed elsewhere in the records, such as the months during which the World Cup will occur and the airport and stadium to be used in connection with the World Cup.[115]

[75] In summary, I find that some, but not all, of the disputed information in the emails would reveal advice or recommendations.

[106] Information on pages 767, 980, 1020-1021, 1046, 1070, 1145, 1224-1225, 1232, 1383, 1886-1887, 2015-2016, 2116, 2152, 2209 and 2351.
[107] Information on pages 1229-1230, 1233, 1977, and 2219.
[108] Information on pages 767, 817-818, 926 and 1725.
[109] Information on pages 6, 1214-1218, 1228 and 1273.
[110] Information on pages 562, 633-634, 987, 1030, 1080, 1169-1170, 1664, 1668, 1736 and 1783.
[111] Information on pages 1007, 1017, 1145 1224-1225, 2128, 2153-2154, 2210 and 2219.
[112] Information on pages 810, 926, 1070, 1145, 2015, 2116 and 2219.
[113] Information on page 1016.
[114] Information on pages 2209-2210.
[115] Information on pages 2302-2303.

Do any of the exceptions in s. 13(2) apply?

[76] The City says that s. 13(2) does not apply.[116] The Ministries also say that s. 13(2) does not apply.[117]

[77] The applicant questions what information, if any, may be disclosed under s. 13(2). He does not specify any information that he believes is subject to s. 13(2).[118]

[78] I find that s. 13(2) does not apply to any of the information that I found would reveal advice or recommendations.

Does section 13(3) apply?

[79] Section 13(3) says that s. 13(1) does not apply to information in a record that has been in existence for 10 or more years. In this case, the records are not that old, so s. 13(3) does not apply.

Conclusion, s. 13(1)

[80] For the reasons outlined above, I find that s. 13(1) applies to some, but not all, of the information withheld on that basis.

Solicitor-client privilege, s. 14

[81] Section 14 says that the head of a public body may refuse to disclose to an applicant information that is subject to solicitor-client privilege. The term "solicitor-client privilege" includes both legal advice privilege and litigation privilege. Only legal advice privilege is at issue in this inquiry.

[82] The City withheld 38 emails and email chains (including attachments) under s. 14. As I previously explained, I will also decide whether s. 14 applies to the Airport Emails.

Sufficiency of evidence to substantiate the s. 14 claim

[83] The City did not provide me with any of the records it withheld under s. 14 or the Airport Emails. Instead, in addition to its submission on s. 14, the City provided affidavit evidence from the Tourism Director and from a lawyer in the City's legal department (the Lawyer). The Lawyer's affidavit includes a table of records withheld under s. 14 as an exhibit (s. 14 table of records). Similarly, the

[116] City's initial submission at para 76.
[117] Ministries' initial submission at para 82.
[118] Applicant's response submission at paras 43-45.

Airport Authority provided affidavit evidence from its internal legal counsel (the Airport Authority Lawyer) about the Airport Emails.

[84] Section 44(1)(b) gives me, as the Commissioner's delegate, the power to order production of records to review them during the inquiry. However, given the importance of solicitor-client privilege, and in order to minimally infringe on that privilege, I would only order production of records being withheld under s. 14 when it is absolutely necessary to decide the issues at issue.[119]

[85] In this case, I do not find it necessary to order production of the s. 14 records under s. 44. The Lawyer's sworn affidavit establishes that he is a practising lawyer and an officer of the court with a professional duty to ensure that privilege is properly claimed. Although the Lawyer was not involved in the communications at issue, I accept his evidence that he reviewed them and that the lawyer who was involved in them (the Retired Lawyer) has since retired from the City. I also accept the Airport Authority Lawyer's evidence that she reviewed the Airport Emails in her role as legal counsel for the Airport Authority. Considering all of the above, I am satisfied that I have a sufficient evidentiary basis on which to make my s. 14 decision.

Legal advice privilege

[86] Legal advice privilege applies to communications that:

1. are between solicitor and client,
2. entail the seeking or giving of legal advice, and
3. are intended to be confidential by the parties.[120]

[87] In addition, legal advice privilege extends to other kinds of documents and communications that do not strictly meet the above test. For example, legal advice privilege applies to the "continuum of communications" between lawyer and client that do not specifically request or offer advice but are "part of the necessary exchange of information between solicitor and client for the purpose of providing advice."[121]

[88] An attachment to an email may be privileged on its own, independent of being attached to another privileged record. Additionally, an attachment may be privileged if it is an integral part of the communication to which it is attached and

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[119] Order F19-14, 2019 BCIPC 16 at para 10; *Canada (Privacy Commissioner) v Blood Tribe Department of Health*, 2008 SCC 44 at para 17; *Alberta (Information and Privacy Commissioner) v University of Calgary*, 2016 SCC 53 at para 68.
[120] *Solosky v The Queen*, 1979 CanLII 9 (SCC) at p 847.
[121] *Camp Development Corporation v South Coast Greater Vancouver Transportation Authority*, 2011 BCSC 88 at para 42.

its disclosure would reveal the communications protected by legal advice privilege, either directly or by inference.[122]

Parties' positions, legal advice privilege

[89] The City says that the information withheld under s. 14 is either directly within the core of communications between a lawyer and client or closely and directly connected on the continuum of communications.[123]

[90] The Airport Authority says that the Airport Emails are an email chain between various employees of the Airport Authority and its external legal counsel for the purposes of seeking legal advice, which was forwarded to the City with no intention to waive privilege.[124]

[91] The applicant says that he "cannot make a fulsome submission without knowing circumstances surrounding the information" and questions whether s. 14 applies to the information withheld on that basis.[125]

Airport Emails

[92] The Airport Authority Lawyer says that the Airport Emails are an email chain between the Airport Authority's employees and its external legal counsel for the purpose of seeking legal advice.[126] I also find it relevant that one of the City's lawyers determined that the Airport Emails were seemingly privileged when they reviewed them in preparation for this inquiry.[127]

[93] Considering the evidence set out above, I find that legal advice privilege applies to the Airport Emails. The question that remains is whether the Airport Authority waived legal advice privilege when it forwarded the Airport Emails to the City.

[94] Solicitor-client privilege belongs to and can only be waived by the client.[128] Once a privilege is established, the party seeking to displace it has the onus of showing it has been waived.[129]

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[122] Order F18-19, 2018 BCIPC 22 at paras 36-40.
[123] City's initial submission at para 107.
[124] Airport Authority's initial submission at para 13.
[125] Applicant's response submission at paras 46-49.
[126] Airport Authority's initial submission at para 13; Airport Authority Lawyer's first affidavit at para 3.
[127] Lawyer's affidavit at para 43. Although this is hearsay evidence, hearsay is admissible in administrative proceedings if it is logically probative and may be fairly regarded as reliable. I find this evidence to be logically probative and reliable.
[128] *Canada (National Revenue) v Thompson*, 2016 SCC 21 at para 39; *Lavallee, Rackel & Heintz v Canada (Attorney General)*, 2002 SCC 61 at para 39.
[129] *Le Soleil Hotel & Suites Ltd. v Le Soleil Management Inc*, 2007 BCSC 1420 at para 22; *Maximum Ventures Inc. v De Graaf*, 2007 BCSC 1215 at para 40.

[95] The disclosure of privileged information to individuals outside the solicitor-client relationship may amount to a waiver of privilege.[130] Waiver of privilege is ordinarily established where it is shown that the privilege holder knows of the existence of the privilege and voluntarily shows an intention to waive that privilege.[131] Waiver may also occur in the absence of an intention to waive, where fairness and consistency so require.[132]

[96] The Airport Authority Lawyer says, and I accept, that the Airport Emails were forwarded to the City with no intention to waive legal advice privilege.[133]

[97] Additionally, there is nothing before me to support the conclusion that, notwithstanding the absence of an intention to waive, fairness and consistency require disclosure. The applicant does not say anything about whether waiver applies and has not met their onus to show that privilege has been waived. As a result, I find that there was no waiver of privilege when the Airport Emails were forwarded to the City.

Other emails and email chains

[98] The Lawyer evidence, which I accept, is that the records at issue contain emails between City staff and the Retired Lawyer. I can also see that the s. 14 table of records corroborates what the Lawyer says on this point. Taking all of this evidence together, I find that the disputed records are communications between the City's employees and the Retired Lawyer, who was one of the City's in-house counsel at all relevant times.

[99] Solicitor-client privilege extends to in-house counsel provided they are acting in a legal capacity and not as a business or policy advisor.[134] The Lawyer and the Tourism Director say, and I accept, that the Retired Lawyer was acting in his capacity as legal counsel for the City in relation to the relevant emails.[135]

[100] The Lawyer says that in the disputed emails City staff seek legal advice and the Retired Lawyer provides legal advice. The Lawyer describes the records as:

1. Emails and their attachments containing legal advice and comments from the Retired Lawyer in his capacity as legal counsel, some of which

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[130] *S&K Processors Ltd. V Campbell Ave Herring Producers Ltd.*, 1983 CanLII 407 (BCSC) at para 6.
[131] *Ibid*.
[132] *Ibid*.
[133] Airport Authority's initial submission at para 13; Airport Authority Lawyer's first affidavit at para 5.
[134] *Keefer Laundry Ltd v Pellerin Milnor Corp et al*, 2006 BCSC 1180 at para 63.
[135] Lawyer's affidavit at para 39; Tourism Director's affidavit at para 75.

also contain an exchange of information related to the formulation of the legal advice.

2. Emails or emails chains and attachments to those emails between City staff and the Retired Lawyer regarding issues requiring legal advice, the formulation of legal advice, or the seeking of legal advice.[136]

[101] The Lawyer's evidence and the s. 14 table of records establish that the withheld communications entail City employees seeking or the Retired Lawyer giving legal advice.

[102] The Lawyer says that all parties to the communications are or were City employees and it is his understanding that the communications were intended to be confidential.[137] I accept the Lawyer's evidence on the above points and I can see from the s. 14 table of records that no one outside the solicitor-client relationship was included in the communications. As a result, I find that the communications were intended to be confidential.

[103] For these reasons, I find that legal advice privilege applies to the emails and email chains the City withheld on that basis. I turn now to the attachments to those emails and email chains.

[104] The Lawyer says that the attachments were "part and parcel of a chain or continuum of communications related to legal advice sought from, formulated by, and given by [the Retired Lawyer]."[138] He also says that there' is a real risk that disclosure would reveal the legal advice sought and discussed with legal counsel. [139]

[105] Considering this evidence and the descriptions in the s. 14 table of records, I accept that disclosing the attachments would reveal the communications protected by legal advice privilege, either directly or by inference. As a result, I find that legal advice privilege applies to the attachments.

Conclusion, s. 14

[106] For the reasons outlined above, I find that s. 14 applies to the Airport Emails and the emails, email chains and attachments withheld on that basis.

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[136] Lawyer's affidavit at para 34.
[137] Lawyer's affidavit at paras 37-38.
[138] Lawyer's affidavit at para 35.
[139] Lawyer's affidavit at para 35.

Harm to law enforcement, s. 15(1) and threaten individual or public safety, s. 19(1)

[107] A significant amount of the information at issue under s. 15(1) was also withheld under s. 19(1). The parties' submissions about this information address ss. 15(1) and 19(1) together. To avoid repetition in light of the number of records at issue and number of exceptions applied to the same information, I will address both sections together below.

[108] The relevant portions of ss. 15(1) and 19(1) say:

> 15(1) The head of a public body may refuse to disclose information to an applicant if the disclosure could reasonably be expected to
>
> (a) harm a law enforcement matter,
>
> (b) prejudice the defence of Canada or of any foreign state allied to or associated with Canada or harm the detection, prevention or suppression of espionage, sabotage or terrorism,
>
> …
>
> (f) endanger the life or physical safety of a law enforcement officer or any other person, [or]
>
> …
>
> (l) harm the security of any property or system, including a building, a vehicle, a computer system or a communications system.
>
> …
>
> 19(1) The head of a public body may refuse to disclose to an applicant information, including personal information about the applicant, if the disclosure could reasonably be expected to
>
> (a) threaten anyone else's safety or mental or physical health, or
>
> (b) interfere with public safety.

[109] The standard of proof for each subsection of ss. 15(1) and 19(1) is the same, namely whether there is a reasonable expectation of probable harm regarding the harm set out in the subsection. A reasonable expectation of probable harm has been described as "a middle ground between that which is probable and that which is merely possible."[140]

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[140] *Ontario (Community Safety and Correctional Services) v Ontario (Information and Privacy Commissioner)*, 2014 SCC 31 at para 54.

Information where the City has not met its burden to establish that ss. 15(1) or 19(1) applies

[110] In order to avoid repetition in light of the number of subsections of ss. 15(1) and 19(1) at issue and the amount of information for which the City has claimed multiple subsections apply, I will begin by considering the information for which the City has not provided clear and direct evidence or argument about how specific subsections of s. 15(1) or 19(1) apply.[141]

[111] First, the City withheld some information under one or more subsections of s. 15(1) without explaining how s. 15(1) applies to that information. It also withheld some information under "s. 15" without specifying a subsection or explaining how s. 15(1) applies to that information. Where it is not evident to me how any subsection of s. 15(1) could apply and the City has not provided argument or evidence about the application of any of those subsections to the specific information at issue, I find that s. 15(1) does not apply.[142]

[112] Second, for some information withheld under ss. 15(1)(b), (f) and (l), the City only provides evidence and argument about the application of s. 15(1)(l).[143] It is also not evident to me how ss. 15(1)(b) or (f) could apply to that information. In the absence of evidence or argument on ss. 15(1)(b) and (f), I find that those subsections do not apply to that information and I will only consider s. 15(1)(l) in relation to that information below.

[113] Finally, the City withheld an email address under ss. 15(1)(b), (f) and (l) and another individual's name and email address under s. 19(1).[144] The City's evidence is that Public Safety Canada requested the name and email addresses be redacted pursuant to ss. 15(1) (defence matters) and 17(1) (safety of individuals) of the federal Access to Information Act,[145] and the City applied the equivalent sections of FIPPA.[146] It is not enough for the City to assert that ss. 15(b), (f), (l) and 19(1) apply on the basis that a third party, who is not involved in the inquiry or subject to FIPPA, requested a redaction without offering evidence or explanation as to why the specific information at issue is actually exempted from disclosure under FIPPA. As a result, I find that that ss. 15(1)(b), (f), (l) and 19(1) do not apply to the name or email addresses.

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[141] Although I refer only to the City because the City is the party with the burden of proof in relation to s. 15(1), I have also considered the Appropriate Persons' evidence and submissions in determining whether the City has met its burden of proof with respect to this information.
[142] Information on pages 1059-1060, 1177, 1656-1658, 2203-2206 and 2241.
[143] Information on pages 600, 638, 641-642, 732, 893, 898, 902, 907-908, 912, 917, 1734, 1741, 1744-1747, 1788 and 2119-2120. City's initial submission at paras 68 and 166-167. The City says that it defers to FIFA with respect to this information, but FIFA does not say anything or provide evidence about how s. 15(1) applies to this information.
[144] Information on pages 724, 765-766, 812 and 2213.
[145] RSC 1985, c A-1.
[146] Affidavit of the City's Director, Access to Information and Privacy (Privacy Director) at para 47.

Site plans and diagrams

[114] The City withheld site plans and diagrams of a Fan Fest site, BC Place and the surrounding area under ss. 15(1)(b), (f) and (l) and 19(1).[147] For the purpose of my analysis below, the relevant section is s. 15(1)(b), which says that the head of a public body may refuse to disclose information if the disclosure could reasonably be expected to prejudice the defence of Canada or of any foreign state allied to or associated with Canada or harm the detection, prevention or suppression of espionage, sabotage or terrorism.

[115] The City's Co-Lead, Safety and Security for the World Cup (Co-Lead) provides sworn evidence that:

- The site plans and diagrams contain information about a design that is specific to the event and not public.[148]
- The site plans and diagrams set out the details and location of secure perimeters, vehicle screening areas, pedestrian screening areas, designated entry points, information technology facilities and security facilities (the Security Details).[149]
- Access to the Security Details would allow threat actors to identify possible areas of traffic or assembling of event goers; identify routes and entry points which could be subject to vehicle ramming, blockage or rushing; and locate areas that will be used for information technology purposes that could be targeted to disable systems.[150]
- Advance disclosure of the Security Details would allow for targeting of the venue and for premeditation or planning of ways to exploit the security system.[151]
- In their view, disclosure would plausibly harm the prevention of sabotage or terrorism.

[116] I have reviewed the site plans and diagrams, and I can see that they include many details relevant to site security such as the location of entry points and perimeter fencing. I accept the Co-Lead's evidence about the harms that could reasonably be expected to result from disclosure. I find that disclosure of the site plans and diagrams could reasonably be expected to harm the detection or prevention of terrorism, so s. 15(1)(b) applies.

[147] Information on pages 15, 488-493, 795-796, 831-833, 921-925, 955-956, 981, 985, 1093, 1103, 1193, 1339-1340, 1379, 1817-1822 and 2109.
[148] Co-Lead's affidavit at para 18.
[149] Co-Lead's affidavit at para 18.
[150] Co-Lead's affidavit at para 21.
[151] Co-Lead's affidavit at para 22.

Information about computer and technological communication systems

[117] The City withheld Teams teleconferencing information, an internal City file path, a description of where a document is saved, links to the City's Dropbox and FIFA's SharePoint and emails and documents requesting information and outlining what should be uploaded to those links under several disclosure exceptions.

[118] For the purpose of my analysis below, the relevant section is s. 15(1)(l), which says the head of a public body may refuse to disclose information if the disclosure could reasonably be expected to harm the security of any property or system, including a building, a vehicle, a computer system or a communications system.

Internal file path and description of where a document is saved[152]

[119] The City's Cybersecurity Manager says that the disclosure of file paths can lead to several harms, including unauthorized access by a threat actor and exposure of potential entry points or information that can be exploited.[153] He also says that disclosure can enable attackers to craft convincing phishing emails or to better impersonate internal users by including links that look legitimate because they mimic actual pathways.[154] For these reasons, he says that he believes disclosure of the internal file path details poses a credible risk of harm to the City's network.[155]

[120] In light of this evidence, I am satisfied that disclosing the internal file path could reasonably be expected to harm the security of the City's computer systems.

[121] However, I am not persuaded that disclosing information describing where a document is saved could reasonably be expected to cause harm.[156] The information is general and does not actually reveal a file path, so I do not see how it could be used to cause harm in the same way as an actual file path.

Teams meeting information[157]

[122] The City withheld Teams teleconference phone numbers, ID numbers and a videoconference address.

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[152] Information on page 1170.
[153] Cybersecurity Manager's affidavit at para 8.
[154] Cybersecurity Manager's affidavit at para 10.
[155] Cybersecurity Manager's affidavit at para 12.
[156] Information on page 1170.
[157] Information on pages 522 and 725.

[123] Previous orders have consistently held that teleconferencing systems are communications systems within the meaning of s. 15(1)(l).[158] Previous orders have also consistently held that disclosing teleconference information could reasonably be expected to harm the security of teleconferencing systems due to the risk of unauthorized access.[159] I see no basis to depart from past orders here. Having reviewed the records, I find that the information at issue is materially indistinguishable from the information at issue in previous orders. I can see how disclosing the Teams meeting information could reasonably be expected to harm the relevant communication systems due to the risk of unauthorized access. For these reasons, I find that s. 15(1)(l) applies to the Teams meeting information.

Dropbox and SharePoint links[160]

[124] The City's Cybersecurity Manager says, and I accept, that FIFA's SharePoint and cloud-based platforms (Dropbox), are forms of technological communication systems.[161]

[125] The Cybersecurity Manager says that information stored and accessed on cloud-based platforms is only accessible to those with the exact file path, so there is a degree of security through safeguarding the file paths from disclosure.[162]

[126] He says that if disclosed, someone could access the files on those platforms, even without authorization, unless access or security settings prohibit this.

[127] The Cybersecurity Manager says he has been advised that the Dropbox links are not restricted and, in his view, there is a security risk of unauthorized access from disclosure of those links.[163] Based on this, I find that disclosing the Dropbox links could reasonably be expected to harm the security of a technological communication system. On the same basis, I also find that disclosing the SharePoint links could reasonably be expected to harm the security of a technological communication system.

[158] For example, Order F22-10, 2022 BCIPC 10 at para 70.
[159] For example, Order F22-10, 2022 BCIPC 10 at para 70.
[160] Information on pages 600, 638, 641-642, 732, 893, 898, 902, 907, 912, 917, 1097, 1721-1722, 1734, 1741, 1744-1747, 1788 and 2119-2120.
[161] Cybersecurity Manager's affidavit at para 15.
[162] Cybersecurity Manager's affidavit at para 15.
[163] Cybersecurity Manager's affidavit at paras 15-18.

Information in emails[164]

[128] The City also withheld portions of emails requesting information and discussing what should be uploaded to the SharePoint links. It is not clear to me, and the City does not explain, how disclosing this could reasonably be expected to harm the security of a computer system, communications system, or any other system or property under s. 15(1)(l).[165] Therefore, I find that s. 15(1)(l) does not apply to this information.

Summary, s. 15(1)(l)

[129] I find that s. 15(1)(l) applies to the internal file path, the DropBox links, the SharePoint links and the Teams meeting information. However, I find that s. 15(1)(l) does not apply to the description of where a document is saved or portions of emails requesting information and discussing what should be uploaded to the SharePoint links.

FIFA Documents and Agreements

[130] The City withheld information in some of the FIFA Documents and FIFA Agreements under ss. 15(1)(b), (f), (l) and 19(1).

Hosting Requirements Document[166]

[131] The City withheld portions of this document which it describes as safety and security information.[167]

[132] The Airport Authority says that knowledge of the existence of and particulars of welcome ceremonies, airport transportation and accommodations pose the risk of harm by interfering with airport security operations and law enforcement.[168] The Airport Authority refers to affidavit evidence from its Director of Security (Security Director). In that affidavit, the Security Director does not say anything about the Hosting Requirements Document.

[133] I have reviewed the withheld information in the Hosting Requirements Document and it contains some general requirements for airports in host cities, however I do not see how disclosure of those requirements could harm law enforcement or interfere with airport security operations as the Airport Authority argues or otherwise threaten anyone's safety or security. It is not evident to me

[164] Information on pages 600, 638, 641-642, 732, 893, 898, 902, 907-908, 912, 917, 1734, 1741, 1744-1747, 1788 and 2119-2120.
[165] I also do not see, and the City does not explain, how disclosing this information could reasonably be expected to harm the security of any systems or properties under s. 15(1)(l).
[166] Information on pages 2131-2133 and 2305-2307.
[167] City's initial submission at para 124(c).
[168] Airport Authority's initial submission at para 44.

that ss. 15(1) or 19(1) apply and I find the City has not met its burden of establishing that they do.

Host City Agreement, Training Site Agreement, FIFA Safety Document, Canada Soccer Safety Document and Responsibility Assignment Matrix

[134] The Chief Tournament Officer of FWC Canada Football Ltd., a subsidiary of FIFA (Chief Tournament Officer), says that he believes disclosing information in some of these records "generally damages the safety and security of the public during the 2026 World Cup and harm *[sic]* law enforcement measures."[169]

[135] More specifically, the Chief Tournament Officer says that in his experience:

- If "details of security measures and safety strategies" in the FIFA Safety Document are disclosed, they can be used to compromise the safety of the public attending the World Cup.[170]
- If "information about the safety and security measures" in the Canada Soccer Safety Document and Responsibility Assignment Matrix are disclosed, they could be used to compromise the safety of guests and the public, prevent law enforcement from accessing venues, and interfere with operations at the World Cup.[171]
- If "details of FIFA's traffic procedures and restrictions" in the Host City Agreement are disclosed, they will be used to jeopardize the safety of people attending the World Cup.[172]
- If "details of police escort availability and responsibilities in that regard" in the Host City Agreement are disclosed, they will be used to interfere with the transportation of individuals and jeopardize the safety of those individuals and the World Cup.[173]
- If "details about team stays and the City's responsibilities" in the Host City Agreement are disclosed, they will be used to jeopardize the safety of team members.[174]
- If "details of safety and security preparedness and plans" in the Training Site Agreements are disclosed, they can be used to compromise the safety of the public and team members. [175]

[136] The Chief Tournament Officer does not explain how his experience leads him to those conclusions. He does not refer to any specific portions of the

[169] Chief Tournament Officer's affidavit at paras 126 and 131.
[170] Chief Tournament Officer's affidavit at para 124.
[171] Chief Tournament Officer's affidavit at para 129.
[172] Chief Tournament Officer's affidavit at para 69.
[173] Chief Tournament Officer's affidavit at para 72.
[174] Chief Tournament Officer's affidavit at para 75.
[175] Chief Tournament Officer's affidavit at para 85.

information at issue and I do not think that all of the disputed information is the type of information he refers to in his affidavit. For example, his evidence about the FIFA Safety Document refers to the impact of disclosing "details of security measures and safety strategies." However, the disputed information in the FIFA Safety Document includes a photo of soccer players, general headings and subheadings, high-level statements and information about the allocation of safety and security responsibilities during past soccer events. I do not think this would reveal any details of security measures or safety strategies for the World Cup.

[137] In my view, much of the disputed information is so general that it does not reveal the type of information the Chief Tournament Officer speaks about in his affidavit and I do not see how disclosure could reasonably be expected to result in any of the harms anticipated by the Chief Tournament Officer. As a result, I find that ss. 15(1)(b), (f), (l) and 19(1)(a) and (b) do not apply to some of the information at issue in these records.

[138] However, I can see that some of the disputed information is the type of information the Chief Tournament Officer refers to and I can see how disclosure of that information could reasonably be expected to interfere with public safety. This information is as follows:

- Safety and security measures and safety planning in the FIFA Safety Document;[176]
- Safety and security measures in the Canada Soccer Safety Document;[177] and
- The Responsibility Assignment Matrix.[178]

[139] I find that s. 19(1)(b) applies to this information.

Summary, ss. 15(1) and 19(1)

[140] I find that s. 15(1)(b) applies to the site plans and diagrams and that s. 15(1)(l) applies to the internal file paths, Teams meeting information and Dropbox and SharePoint links. I also I find that s. 19(1)(b) applies to some information in the FIFA Safety Document, Canada Soccer Safety Document and all the information in the Responsibility Assignment Matrix.

[176] Information on pages 835-842.
[177] Information on pages 1182-1184, 1186, 1189-1192, 1674-1676, 1678, 1681-1684, 2258-2260 and 2262.
[178] Information on pages 1179-1180, 1671-1672 and 2255-2266.

Harm to intergovernmental relations, s. 16(1)

[141] Section 16(1) permits a public body to withhold information if disclosure could reasonably be expected to harm intergovernmental relations or negotiations. The relevant portions of s. 16(1) are as follows:

> 16(1) The head of a public body may refuse to disclose information to an applicant if the disclosure could reasonably be expected to
>
> (a) harm the conduct by the government of British Columbia of relations between that government and any of the following or their agencies:
>
> (i) the government of Canada or a province of Canada;
>
> (ii) the council of a municipality or the board of a regional district;
>
> (iii) an Indigenous governing entity; …
>
> (b) reveal information received in confidence from a government, council or organization listed on paragraph (a) or their agencies, …

Harm to intergovernmental relations, s. 16(1)(a)

[142] The standard of proof for s. 16(1)(a) is the same as I explained above in relation to ss. 15(1) and 19(1).

[143] The City withheld some information under s. 16(1)(a) without providing any evidence or submissions about how s. 16(1)(a) applies to that information.[179] It is not evident to me that s. 16(1)(a) applies to this information. This information includes:

- Information in, and attached to, emails to and from Canada Soccer; [180]
- Portions of emails to and from City employees, including attachments to those emails;[181]
- Portions of an email and a briefing document from tourism organizations;[182]
- Portions of emails from the Province;[183]
- Portions of memos authored by City employees;[184]

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[179] The Appropriate Persons and the Third Party also did not say anything about the application of s. 16(1)(a) to this information.
[180] Information on pages 519, 566, 789-790, 797-798, 802, 805-806, 827, 946-947, 950, 958-958, 1059-1060, 1062 and 1064.
[181] Information on pages 1698, 1725, 1886-1887 and 2302-2303.
[182] Information on pages 929-930 and 1070.
[183] Information on pages 767, 1082-1084 and 2304. The Ministries provide evidence about page 767 but I can see from the content of the records that that evidence relates to a different portion of that page.
[184] Information on pages 1700-1701.

- The Third Party Information; and
- The title page of the draft multi-party agreement.[185]

[144] I find that s. 16(1)(a) does not apply to any of this information.

Harm the conduct of relations with an Indigenous governing entity, s. 16(1)(a)(iii)

[145] Section 16(1)(a)(iii) allows a public body to refuse to disclose information if the disclosure could reasonably be expected to harm the conduct of relations between the Province and an Indigenous governing entity.

[146] The Ministries submit that disclosure of some information could reasonably be expected to harm the conduct of relations with the xʷməθkʷəy̓ əm (Musqueam), Sḵwx̱wú7mesh Úxwumixw (Squamish), and səlilwətaɬ (Tsleil-Waututh) Nations (collectively, the MST Nations).[186]

[147] The first question under s. 16(1)(a)(iii) is whether the alleged harm relates to the conduct of relations with an Indigenous governing entity. Specifically, the question here is whether the MST Nations qualify as Indigenous governing entities.

[148] Schedule 1 defines "Indigenous governing entity" as "an Indigenous entity that exercises governmental functions and includes, but is not limited to, an Indigenous governing body as defined in the *Declaration on the Rights of Indigenous Peoples Act.*" I have no problem concluding that each of the MST Nations is an Indigenous governing entity.

[149] The next question is whether disclosure of the information at issue could reasonably be expected to harm the conduct of relations between the MST Nations and the government of British Columbia.

[150] The Ministries submit that disclosing preliminary communications about the involvement of Indigenous nations in the host city bid could reasonably be expected to harm the conduct of relations with the MST Nations.[187]

[151] An Executive Director at the Ministry of Tourism (Tourism Executive Director) says that the MST Nations and the City arrived at a confidential Memorandum of Understanding (MOU) in September 2024 regarding the World Cup that has not been announced publicly.[188] She says "there are concerns that disclosing early information related to the MOU could be seen by the MST

[185] Information on page 1276.
[186] Ministries' initial submission at paras 111 and 118.
[187] Ministries' initial submission at paras 111 and 118.
[188] Tourism Executive Director's affidavit at paras 35-36.

Nations as undermining confidentiality, as agreement between all parties would be needed before details are released."[189]

[152] The Tourism Director says information regarding the early engagement process with the MST Nations should be "handled with sensitivity" to avoid harming the relationships with them. She also says that there is "concern" that disclosure could harm ongoing discussions with them about their level of involvement and recognition for the event.[190]

[153] I can see how disclosing particulars of what the MST Nations said about the bid, their involvement in preliminary matters relating to the bid and details about the MOU could reasonably be expected to harm the conduct of relations between the Province and each of the MST Nations. I find that s. 16(1)(a)(iii) applies to this information.[191]

[154] However, I am not persuaded that disclosing some of the information at issue under s. 16(1)(a)(iii) could reasonably be expected to harm the conduct of relations with any of the MST Nations. The Tourism Executive Director and the Tourism Director assert that there are "concerns" about the impact of disclosure, but do not explain the basis for those concerns or who has those concerns. Without further explanation, I do not see how disclosing questions from tourism organizations about Indigenous involvement in the bid could reasonably be expected to harm the conduct of relations between the Province and any of the MST Nations.[192] This information does not reveal anything about the MOU or the MST Nations' actual involvement in the bid. I find that s. 16(1)(a)(iii) does not apply to this information.

> Harm the conduct of relations with the government of Canada, a province of Canada, the council of a municipality, or the board of a regional district, ss. 16(1)(a)(i) and (ii)

[155] Section 16(1)(a)(i) and (ii) allow a public body to refuse to disclose information if disclosure could reasonably be expected to harm the conduct of relations between the Province and the government of Canada, a province of Canada, the council of a municipality, the board of a regional district, or an agency of any of those entities.[193]

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[189] Tourism Executive Director's affidavit at paras 37.
[190] Tourism Director's affidavit at para 85(b).
[191] Information on page 767, 926, 1163, 1882, 2219, 2221 and 2351.
[192] Information on pages 929 and 2219.
[193] I have considered these sections together because for some of the disputed information, the City does not distinguish between these sections and I cannot tell which section is relevant based on the contents of the records. Given the involvement of several levels of government in the bid, I can also see how some of the information might fall within both ss. 16(1)(a)(i) and (ii).

[156] The City says that disclosing some information would harm intergovernmental relationships between the Province and the City or between the Province and other governments, including the government of Canada.[194] This includes information about the Participation Agreement, a memo and certain other information.

Participation Agreement

[157] The Participation Agreement is a cost-sharing agreement between the City and the Province.[195] The City Manager says that:

- He understood and expected that all discussions regarding the Participation Agreement were to be held in strict confidence and that the key terms of the Participation Agreement remain confidential.[196]
- He believes disclosure of information about the discussion and negotiation of the terms of the Participation Agreement would be contrary to the expectation of confidentiality and harmful to trust and maintaining the integrity of intergovernmental confidences.[197]

[158] Considering the City Manager's evidence and the contents of the Participation Agreement, I accept that disclosure of the substance of the Participation Agreement or the information about the negotiations of that agreement could reasonably be expected to harm the conduct of intergovernmental relations between the City and the Province. I find that s. 16(1)(a) applies to the withheld information about the Participation Agreement.[198]

Memo

[159] The Tourism Director describes information in a specific memo as "matters that involve financial implications and cost recovery for the government parties that have a financial interest."[199]

[160] I can see that part of one sentence in some versions of the memo relates to financial implications and cost recovery for government parties. I find that disclosing that information could reasonably be expected to harm intergovernmental relations so s. 16(1)(a) applies.[200] However, it is not clear to me how the balance of the withheld information in the memo involves "financial implications" or "cost recovery." This information is also so general that I do not

[194] Public body's initial submission at para 194.
[195] City's initial submission at para 42.
[196] City Manager's affidavit at para 8.
[197] City Manager's affidavit at para 11.
[198] Information on page 1143, 1869-1870, 1924 and 1927.
[199] City Manager's affidavit at para 85(a).
[200] Information on pages 1216 and 1271.

see how disclosure could reasonably be expected to harm the conduct of intergovernmental relations. I find that s. 16(1)(a) does not apply to that information. [201]

Other information

[161] The City's evidence about the remainder of the information withheld under s. 16(1)(a) does not help me understand how that section applies. The Tourism Director says that disclosure of some of the information withheld under s. 16(1) could harm intergovernmental relations between the Province and other levels of government, including the City but she does not adequately explain why she believes this to be the case.[202]

[162] For example, the Tourism Director says that some of the information is about "a confidential evaluative process and the discussions of event implications and respective responsibilities the specifics of which were and remain confidential."[203] The information is in an email from the City and is a general overview of meetings that occurred in 2022. I do not see, and the Tourism Director's evidence does not help me understand, how disclosing this information could reasonably be expected to harm intergovernmental relations.[204]

[163] In my view, the City has not met its burden to establish that s. 16(1)(a) applies to the balance of the information withheld on that basis.

Summary, s. 16(1)(a)

[164] I find that s. 16(1)(a) applies to some information about the Participation Agreement, part of a sentence in a memo, and information about the MST Nations. However, I find that s. 16(1)(a) does not apply to the remainder of the information withheld on that basis.

Reveal information received in confidence, s. 16(1)(b)

[165] Section 16(1)(b) allows a public body to refuse to disclose information received in confidence from a government, council or organization listed in s. 16(1)(a) or their agencies. The purpose of s. 16(1)(b) is to "promote and protect the free flow of information between governments and their agencies for the purpose of discharging their duties and functions."[205]

[166] Under s. 16(1)(b), a public body must establish that:

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[201] Information on pages 4-5, 1212-1213, 1216-1217, 1271-1272, 1862-1863 and 1867-1868.
[202] Tourism Director's affidavit at para 85.
[203] Tourism Director's affidavit at para 85(e). Information on pages 1101-1102 and 1883-1884.
[204] Information on pages 1101-1102 and 1883-1884.
[205] Order F19-38, 2019 BCIPC 43 at para 107, citing Order No. 331-1999 at page 7.

1. Disclosure would reveal information it received from a government, council or organization listed in s. 16(1)(a) or one of their agencies, and

2. The information was received in confidence.[206]

Would disclosure reveal information received from a government, council or organization listed in s. 16(1)(a) or one of their agencies?

[167] I can see from the records that some of the information withheld under s. 16(1)(b) was received from a government, council or organization listed in s. 16(1)(a) or one of their agencies.

[168] Some of the disputed information was provided to the City from Destination BC and Destination Vancouver.[207] The City does not explain whether Destination BC and Destination Vancouver are agencies of any entities listed in s. 16(1)(a). However, the Tourism Director describes a document authored by Destination BC and Destination Vancouver as information "the disclosure of which would reveal information received by the City in confidence from government entities and their agencies."[208] In light of this evidence, I accept that, on a balance of probabilities, Destination BC and Destination Vancouver may be agencies of entities listed in s. 16(1)(a).

[169] However, some of the disputed information is in communications from the Third Party and Canada Soccer. Those parties are not entities listed in s. 16(1)(a). It is clear that the Third Party is not an agency of any of those entities. I do not think that Canada Soccer is an agency of any of the entities listed in s. 16(1)(a), and the City does not say that it is. Therefore, I am not satisfied that the following information was received by the City from an entity listed in s. 16(1)(a) or an agency of any of those entities:

- Information from the Third Party;
- Portions of and attachments to emails received from Canada Soccer;[209]

[170] I find that s. 16(1)(b) does not apply to this information.

[171] Additionally, the City has not explained how disclosure of some of the disputed information would reveal information received by the City, let alone information received from an entity listed in s. 16(1)(a) or one of their agencies. As a result, I find that s. 16(1)(b) does not apply to the following:

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[206] Order F17-30, 2017 BCIPC 32 at para 35 citing Order 02-19, 2002 CanLII 42444 (BC IPC), para 18 and Order No. 331-1999, 1999 CanLII 4253 (BCIPC) at pages 6-9.
[207] Information on pages 929-930 and 1070.
[208] Tourism Director's affidavit at para 84(a).
[209] Information on pages 566, 790, 795-798, 802, 805-806, 955-958, 1030, 1059-1060, 1062, 1064 and 1080.

- Information in or attached to emails from the City to other entities;[210] and
- Information in internal City emails and memos.[211]

[172] I turn now to whether the information I found was received from a government, council or organization listed in s. 16(1)(a) or one of their agencies was received in confidence.

Was the information received in confidence?

[173] Past orders have said that there must be an implicit or explicit agreement or understanding of confidentiality on the part of both those supplying and receiving the information.[212] In Order No. 331-1999, former Commissioner Loukidelis identified several non-exhaustive factors that may be considered to determine if the information received in confidence, including the following:

- What is the nature of the information? Would a reasonable person regard it as confidential?
- Was the record prepared for a purpose that would not be expected to require or lead to disclosure?
- Was the record in question explicitly stated to be provided in confidence?
- Was there an agreement or understanding between the parties that the information would be treated as confidential by its recipient?[213]

Information received from the Province

[174] The Tourism Director says that the Province expected all information exchanged and discussions with the City about the preparation of the bid to be held in strict confidence.[214] Additionally, the Lawyer says it is his understanding that the Province expected that all discussions about the details of the multi-party Principles, the Participation Agreement and the proposed multi-party agreement were in strict confidence.[215]

[175] The Ministries say that they support the City's decision to withhold the following under s. 16(1)(b):

- Information about financial and cost-sharing matters;

[210] Information on pages 580-581, 633-634, 817-818, 878, 926, 1020-1021, 1043-1044, 1046, 1048, 1276-1305, 1664, 1668, 1725, 1736, 1783, 1882-1884, 2221, 2302-2303 and 2351.
[211] Information on pages 4-5, 1145, 1163, 1212-1213, 1216-1217, 1266, 1271-1272, 1338, 1698, 1700-1701, 1862-1863, 1867-1868, 1923 and 1926.
[212] Order F19-38, 2019 BCIPC 43 at para 116; Order No 331-1999, 1999 CanLII 4253 (BC IPC) at page 8.
[213] Order No 331-1999, 1999 CanLII 4253 (BC IPC) at page 7.
[214] Tourism Director's affidavit at para 81.
[215] Lawyer's affidavit at para 26.

- Drafts of the multi-party principles and the Province's comments on those drafts;
- Information in Working Group agendas;
- Information relating to the involvement of the MST Nations, including in draft speaking notes; and
- Information about the Participation Agreement.[216]

[176] With respect to confidentiality, the Ministries say that:

- The nature of the information is sensitive and confidential;
- There were some explicit statements of confidentiality; and
- There was an implicit understanding and expectation of confidentiality between the Province and the City.[217]

[177] The Tourism Executive Director says it was her understanding that the work done by the Working Group and related committees was undertaken on a confidential basis.[218] An Assistant Deputy Minister at the Ministry of Finance (the Finance ADM) says that information shared amongst members of the Working Group and related committees was done so confidentially and that the information on pages 1042-1048 was provided to and received by the City in confidence.[219]

[178] Based on the withheld information and the parties' evidence and submissions, I find that the City received the following information in confidence from the Province:

- Information about financial and cost-sharing matters;[220]
- Information in Working Group agendas;[221]
- Information relating to the involvement of the MST Nations;[222]
- Information about the Participation Agreement;[223] and
- Information about the draft multi-party principles.[224]

[179] Additionally, two records the City received from Canada Soccer contain the same information as information that I find was received in confidence from

[216] Ministries' initial submission at para 125.
[217] Ministries' initial submission at para 131.
[218] Tourism Executive Director's affidavit at para 22.
[219] Finance ADM's affidavit at paras 39 and 49.
[220] Information on pages 679-680, 717, 719-722, 878-879, 1020-1022, 1042-1043, 1045, 1047, 1075, 1159-1161, 1265, 1870 and 2352-2358.
[221] Information on pages 886-887 and 889.
[222] Information on pages 1002-1003, 1006, 1079, 1882 and 2221-2222.
[223] Information on pages 1315-1317, 1341, 1359 and 2174.
[224] Information on pages 568-573.

the Province, so I find that disclosing those records would reveal information received from the Province in confidence.[225]

[180] However, I am not persuaded that the following information was received in confidence from the Province:

- A list and descriptions of meetings to be scheduled;[226]
- A draft presentation;[227]
- A high-level reference to a matter;[228]
- High-level information in communications between Working Group members;[229] and
- Lists of deliverables.[230]

[181] The Ministries do not include this information in the list of information they say they support the City withholding under s. 16(1)(b). Additionally, I do not think this information is sensitive and it is not evident to me that a reasonable person would regard it as confidential in nature. Finally, there is nothing in the context of the records that indicates that this information was received in confidence. For these reasons, I am not persuaded that this information was received in confidence by the City.

[182] To summarize, I find that s. 16(1)(b) applies to some, but not all of the information received from the Province.

Information received from PavCo

[183] PavCo's Chief Operating Officer (COO) says that PavCo shared information about BC Place and potential concessions that could be made in negotiations with the City and other government entities and agencies in confidence.[231] I can see from the records that the City received information from PavCo about BC Place and potential negotiation concessions. I also think that this is the type of information that a reasonable person would regard as confidential. I accept the COO's evidence about this information and find that the City received it in confidence, so s. 16(1)(b) applies.[232]

[225] Information on pages 772-775 and 781-788.
[226] Information on pages 560, 809-810, 876, 1082-1084 and 2304.
[227] Information on pages 1710-1720.
[228] Information on page 598.
[229] Information on pages 519, 827, 926 and 2304.
[230] Information on pages 562 and 633.
[231] COO's affidavit at para 21 referring to pages 677-678, 1007-1017 and 1049 as example.
[232] All of the withheld information on pages 677-678, 1008-1014 and 1049 and some of the information on pages 1007 and 1016-1017.

[184] However, some of the information the City received from PavCo does not relate to BC Place, negotiations or potential concessions.[233] This information is not the type of information that the COO says was supplied in confidence and I find it is not the type of information that a reasonable person would expect was received in confidence. I find s. 16(1)(b) does not apply to this information.[234]

Information received from other entities

[185] For some of the information withheld under s. 16(1)(b), the parties provided evidence from individuals involved in the relevant correspondence that the information was received or provided in confidence. Considering that evidence and the content and context of the records, I find that information in and attached to certain emails was received by the City in confidence.[235]

[186] For other information withheld under s. 16(1)(b), I find the City has not met its burden of establishing that it received the information in confidence. For example, the City does not explain the basis for its belief that the information from Destination BC and Destination Vancouver was received in confidence and its affidavit evidence does not even mention those entities with respect to s. 16(1)(b). In the absence of sufficient explanation or evidence, I am not satisfied that this information was received by the City in confidence.

Summary, s. 16(1)(b)

[187] I find that s. 16(1)(b) applies to some, but not all of the information the City has withheld on that basis.

Harm to the financial or economic interests of a public body, s. 17(1)

[188] Section 17(1) allows a public body to refuse to disclose information where disclosure could reasonably be expected to harm the financial or economic interests of a public body. The relevant portions of s. 17(1) are as follows:

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

[233] Information on pages 987 and 1070.
[234] Information on page 980.
[235] Information on pages 586, 591, 846, 1201 and 1206.

> (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.

[189] As set out in past orders, ss. 17(1)(a) through (f) provide examples of the kinds of information that, if disclosed, could reasonably be expected to harm the financial or economic interests of a public body. Past orders have also established that it is not enough for a public body to show that one of the circumstances in (a) through (f) apply; a public body must also demonstrate that disclosure could reasonably be expected to result in financial or economic harm in accordance with the opening words of s. 17(1).[236]
[190] The standard of proof is a reasonable expectation of probable harm, which is the same standard I described above in relation to ss. 15(1) and 19(1).

[191] The City says that s. 17(1) applies to confidential internal discussions and details which informed the City's bid, including information that remains subject to further negotiation.[237] The Tourism Director says that:

- The information withheld under s. 17(1) allows someone to see the allocation of financial responsibility, the City's financial analysis, and the City's allocation of expected costs, which could be used against the City in upcoming negotiations or procurement.
- In her view, disclosure could harm the financial or economic interests of "the City and Province in the future" because revealing "such detailed information about the negotiation carried on by the City would very likely result in others using this information to gain an advantage against the City or would otherwise harm the City's ability to negotiate favourable terms."[238]

[192] The City also provides evidence about specific information at issue, which I will discuss in more detail below.

Information about matters subject to further negotiation

[193] The Tourism Director says that the training site and stadium rental fees, draft multi-party principles, contributions from other levels of government, costs of procuring services, third party agreements, and securing advertising assets (collectively the Negotiation Topics) remain subject to negotiation. She says that if disclosed, information about the Negotiation Topics would be harmful to the City's (and to other public bodies') negotiating position or financial interests.[239]

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[236] Order F21-56, 2021 BCIPC 65 at paras 21 and 23.
[237] City's initial submission at para 28.
[238] Tourism Director's affidavit at para 91.
[239] Tourism Director's affidavit at para 89(b)(i). She also refers to other matters *in camera* that she says remain subject to negotiation.

[194] I find that disclosing some information about Negotiation Topics could reasonably be expected to harm the financial interests of the City or other public bodies. This information includes:

- Training site costs and details of rental fee negotiations with FIFA;[240]
- Information about contributions from various levels of government;[241]
- Information about costs including insurance, training site upgrades, traffic management, transit and banners;[242]
- Detailed estimates of costs for hosting the World Cup;[243]
- Information about TransLink's advertising spaces;[244] and
- Information about the proposed multi-party principles and draft multi-party agreement.[245]

[195] However, the following information, although related to the Negotiation Topics, does not reveal any financial or economic information and I do not see how disclosure could reasonably be expected to harm a public body's financial or economic interests:

- Information about an action that has already been taken;[246]
- Documents and questionnaires from FIFA; [247]
- Training site locations and information about the facilities at or proposed at potential training sites;[248]
- Titles of documents attached to emails about rental fees and references to rental fees in meeting agendas;[249]
- Assumptions underlying the traffic management plan and a question about that plan;[250]
- Email subject lines and attachment names;[251]
- The identities of individuals involved in negotiating an agreement and the title of that agreement;[252] and
- The title page of the draft multi-party agreement.[253]

[196] I find that s. 17(1) does not apply to this information.

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[240] Information on pages 481-482, 509-509, 644-645, 1173-1174, 1665 and 1749-1750.
[241] Information on pages 18-19, 720-721, 1162, 1265-1266, 1308-1311 and 1903.
[242] Information on pages 1196, 1703, 2128, 2150-2151, 2154, 2168-2169 and 2286-2289.
[243] Information on pages 500-506, 510-512 and 703-708.
[244] Information on pages 1043-1044, 1046 and 1048.
[245] Information on pages 1277-1305.
[246] Information on page 1046.
[247] Information on pages 602-612, 646-647, 734-744, 1751-1752, 2141 and 2316.
[248] Information on pages 483 and 1703.
[249] Information on pages 566, 599, 730, 802, 1007 and 1016-1017.
[250] Information on page 2128, 2130, 2145, 2148 and 2152-2154
[251] Information on page 1007.
[252] Information on pages 1145 and 2015.
[253] Information on page 1276.

Information about a FIFA program

[197] The Tourism Director says this information is about a confidential matter that remains subject to negotiation and "reflect[s] recommendations for the City."[254]

[198] I can see how disclosing detailed information about the program could reasonably be expected to harm the City's financial interests, so I find that s. 17(1) applies to that information.[255] However, I find that s. 17(1) does not apply to information that merely reveals the existence of that program without providing any details about the program because the City does not adequately explain how disclosing this information could reasonably be expected to harm its financial or economic interests as required by s. 17(1).[256]

2018 draft letter

[199] The Lawyer says that disclosing a draft letter from 2018 would harm the City's interests "because it relates to earlier negotiations that were abandoned and remain confidential." He says that the contents of the letter could be misinterpreted and affect the City's relations with other bid partners and public bodies.[257]

[200] I have reviewed the letter and I do not see, and the City does not adequately explain, how it could be misinterpreted or how disclosure could reasonably be expected to harm the City's financial or economic interests. I find that s. 17(1) does not apply to the draft letter.[258]

Email

[201] The Tourism Director says an email about a draft letter reveals "other details of negotiations involving the City, or the negotiating approach proposed or employed."[259]

[202] The email reveals only the title of an attached document and when a letter was provided to another party. I do not see how disclosing that type of information could reasonably be expected to harm a public body's financial or economic interests. For these reasons, I find that s. 17(1) does not apply to the email.[260]

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[254] Tourism Director's affidavit at para 89(a).
[255] Information on pages 5, 1213, 1217, 1272, 1863 and 1868.
[256] Information on pages 5, 560, 809-810, 876 890-891, 896, 900, 906, 911, 1213, 1217, 1266, 1272, 1863, 1868, 1923 and 1926.
[257] Lawyer's affidavit at para 18.
[258] Information on pages 1209-1201.
[259] Tourism Director's affidavit at para 89(d).
[260] Information on page 709.

Third Party Information

[203] The City withheld the Third Party Information and some other information that identifies the Third Party under s. 17(1). Generally speaking, the parties' submissions refer to the impact of disclosure on public bodies' negotiating positions. I cannot be more specific without revealing *in camera* information.

[204] I am not satisfied that s. 17(1) applies to information that merely identifies the Third Party or the existence of agreements with the Third Party. I do not see how this information would negatively impact the negotiating positions of any public bodies. In my view, the arguments on this point are speculative and lacking in sufficient detail to establish a reasonable expectation of probable harm to the financial or economic interests of any public body.

[205] The remaining Third Party Information is a list of next steps and a tentative schedule. I do not see, and the parties have not adequately explained, how s. 17(1) applies to this information.

[206] I find that s. 17(1) does not apply to the Third Party Information or other information that identifies the Third Party.

Miscellaneous information

[207] I also do not see, and the City has not adequately explained, how disclosing the following information could reasonably be expected to harm the City's financial or economic interests or those of any other public body:

- Lists of documents and information FIFA provided to and requested from the City, documents provided to FIFA, and the parties responsible for completing certain documents;[261]
- Discussion about a diagram of BC Place and a description of maps;[262]
- Timelines;[263]
- High-level information in emails, including subject lines, attachment titles, positions taken by various entities on a matter and a list of action items;[264]
- Information about meetings, including topics, agendas, high-level summaries of meetings and action items arising from meetings;[265]

[261] Information on pages 562, 599-600, 633-634, 637-638, 730-732, 892-893, 897-898, 901-902, 907-908, 911-912, 916-917, 987, 1030, 1080, 1217, 1272, 1664, 1668, 1733-1734, 1736, 1740-1741, 1783, 1787-1788, 1863, 1868, 2119-2120 and 2191-2192.
[262] Information on page 980 and 1338.
[263] Information on page 2015.
[264] Information on pages 814, 817-818, 1020-1021, 1698, 1725, 2116 and 2302.
[265] Information on pages 1059-1060, 1062, 1064, 1082-1084, 1177, 2219, 2221, 2302, 2304 and 2351.

- The subject line of a briefing document, questions in the briefing document, the subject line of a memo and basic information in the memo such as the header, footer, author and recipients;[266]
- An individual's name and professional expertise;[267] and
- Information in the Canada Soccer Safety Document and the Safety Planning Document;[268]
- A summary of deliverables required under the FIFA Agreements;[269]
- High-level assumptions about the World Cup;[270] and
- Information revealing the existence of agreements with third parties (other than the Third Party).[271]

[208] In summary, I find that s. 17(1) applies to some, but not all, of the information withheld on that basis.

Harm to a third party's business interests, s. 21(1)

[209] Section 21(1) requires a public body to withhold information if its disclosure could reasonably be expected to harm the business interests of a third party. The relevant parts of s. 21 in this matter are as follows:

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

[266] Information on page 929-930 and 1700-1701.
[267] Information on page 810.
[268] Information on pages 1182-1186, 1189-1192, 1656-1658, 1674-1678, 1681-1684, 2203-2206, 2251-2254 and 2258-2262.
[269] Information on pages 1928-1975 and 2020-2066.
[270] Information on pages 2302-2303.
[271] Information on pages 566, 598, 802 and 1338.

> (iii) result in undue financial loss or gain to any person or organization, or …

[210] Previous orders and court decisions have established the principles for determining whether s. 21(1) applies.[272] All three parts of s. 21(1) must be met for the information at issue to be properly withheld.

[211] The City submits that the information withheld under s. 21(1) is the commercial or technical information of the Third Party and Appropriate Persons; was supplied to the City in confidence; and disclosure could reasonably be expected to result in the harms set out in ss. 21(1)(c)(i)-(iii).[273]

Preliminary matters, s. 21(1)

[212] To avoid repetition given the amount of information at issue, I begin by considering information for which the parties provided minimal or no evidence or argument about the application of s. 21(1).

[213] The City does not adequately explain how s. 21(1) applies to the information in the list below and it is not apparent to me how s. 21(1) could apply to any of this information. The information includes:

- A provision of the Stadium Agreement;[274]
- Training site requirements;[275]
- Information and documents requested by FIFA, the parties responsible for completing those documents, and titles of documents provided to FIFA;[276]
- Portions of emails between the City, the Province, Canada Soccer and PavCo;[277]
- Portions of a letter from the City to a law firm;[278]
- Draft Working Group terms of reference;[279]
- A slide deck prepared by Canada Soccer;[280]
- Information the City provided to the Airport Authority;[281]

[272] See, for example, Order 03-02, 2003 CanLII 49166 (BC IPC) and Order 03-15, 2003 CanLII 49185 (BC IPC).
[273] City's initial submission at para 270.
[274] Information on page 988.
[275] Information on pages 1229-130 and 1233.
[276] Information on pages 633-634, 1030, 1080, 1266, 1271, 1736, 1783 and 1887.
[277] Information on page 598, 814, 1007, 1016-1017, 1059-1060, 1062, 1064, 1232, 1338, 1886 and 2286-2289.
[278] Information on pages 1209-1210.
[279] Information on pages 2355-2356.
[280] Information on pages 526-530.
[281] Information on pages 817-818 and 1725.

- An email from the Airport Authority to the City;[282]
- The title page of the draft multi-party agreement;[283] and
- Lists of deliverables, except for the hyperlinks in those lists.[284]
- Portions of a consultant's report;[285]
- Information about FIFA's proprietary program;[286] and
- A summary of terms of the Host City Agreement, Stadium Agreement and Hosting Requirements Document.[287]

[214] The City generally asserts that the "section 21(1) information" was supplied in confidence and that disclosure could reasonably be expected to result in similar information no longer being supplied to the City when it is in the public interest that similar information continues to be supplied (s. 21(1)(c)(ii)). I have considered these arguments with respect to the information and records in the list above, but I find them unhelpful because they do not refer to any specific information or records in dispute. I also find that these general assertions are often not supported by the content of the records themselves. Additionally, I will explain in more detail below at paragraphs 266-273, I am not persuaded by the City's arguments on s. 21(1)(c)(ii). For these reasons, I find that s. 21(1) does not apply to any of the information listed above.

Information related to other information withheld under s. 21(1)

[215] FIFA says that s. 21(1) applies to some information on the basis of its relationship to other information FIFA says should be withheld under s. 21(1). FIFA does not explain how all three parts of the s. 21(1) test are met in relation to this information and the none of the other parties say anything about how s. 21(1) could apply to this information.

Hyperlinks in lists of deliverables[288]

[216] FIFA says that hyperlinks in the lists of deliverables can provide the public with access to its trade secrets by disclosing unredacted versions of the FIFA

[282] Information on page 709. I conclude from the Airport Authority's submission that it no longer objects to the disclosure of this information. As a result, I also find that s. 21(1) does not apply to this information on the basis of s. 21(3)(a), which says that s. 21(1) does not apply if the third party consents to the disclosure.
[283] Information on pages 1276-1279, 1282 and 1303-1305.
[284] Information on pages 562, 987, 1664 and 1668. FIFA makes submissions about the hyperlinks which I will consider separately below.
[285] Information on pages 681-688, 690-691 and 701-702.
[286] Information on pages 5, 890-891, 896, 900, 906, 928, 932, 1213, 1216-1217, 1271-1272, 1863 and 1868.
[287] Information on pages 1928-1975 and 2020-2066. The underlying documents, with the exception of the Stadium Agreement, were all partially withheld under s. 21(1). I find below that s. 21(1) does not apply to those documents, so I have not considered whether s. 21(1) applies on the basis that the information at issue in the summary would reveal that information.
[288] Information on pages 987 and 1668.

Documents, FIFA Agreements and other confidential information.[289] The Chief Tournament Officer says that the hyperlinks are to "unredacted copies of sensitive and confidential commercial information" described elsewhere in his affidavit.[290]

[217] FIFA does not explain which documents could be accessed by following the hyperlinks. From what I can see in the records, it appears that the linked documents are portions of questionnaires. I find below that s. 21(1) does not apply to FIFA's questionnaires. In light of that finding, and in the absence of further explanation or evidence, I find that s. 21(1) does not apply to the hyperlinks in the lists of deliverables.[291]

Information FIFA says relates to other information withheld under s. 21(1)

[218] FIFA says some information withheld under s. 21(1) relates to other information withheld under s. 21(1) and should not be disclosed for the same reasons it provided for that other information.[292]

[219] FIFA does not explain what "other information" withheld under s. 21(1) each piece of this information relates to or what it means when it says that this information "relates to" other information withheld under s. 21(1). I did not review each piece of information to try and guess what other information FIFA believes it relates to. FIFA is responsible for making its case with respect to the specific information at issue.

[220] In any event, I have reviewed the information FIFA says "relates to" other withheld information. It consists of titles and descriptions of email attachments, a high-level overview of documents provided by FIFA to the City, and requests for information, including a list of requested items. In my view, all of this information is so general that disclosure could not reasonably be expected to result in any of the harms listed in s. 21(1)(c). For these reasons, I find that s. 21(1) does not apply to this information.

[221] I turn now to the remaining information at issue under s. 21(1) and the three part test for s. 21(1).

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[289] FIFA's initial submission at paras 55 and 147.
[290] Chief Tournament Officer's affidavit at para 29.
[291] I also do not see why the City cannot create a version of the lists of deliverables where the hyperlinked words are visible but there is no ability to click on the hyperlinked words or see the pathways while hovering over the hyperlinked words (for example, as this information would appear in a paper version of the records).
[292] FIFA's initial submission at para 150; Chief Tournament Officer's affidavit at para 137. Information on pages 599-600, 637-638, 730-732, 892-893, 897-898, 901-902, 907-908, 911-912, 916-917, 1733-1734, 1740-1741, 1787-1788, 2119-2120 and 2191-2192.

Disclosure would reveal one or more of the types of information listed in s. 21(1)(a)

[222] The first step in the s. 21(1) analysis is to determine whether the information at issue would reveal any of the following types of information specified in s. 21(1)(a):

> (i) trade secrets of a third party, or
>
> (ii) commercial, financial, labour relations, scientific or technical information of or about a third party.

[223] In my view, it is likely that for much of the information at issue, disclosure would reveal one or more of the types of information listed in s. 21(1)(a). However, since all three parts of the s. 21(1) test must be met, my finding that any one part of the test does not apply means that s. 21(1) does not apply. Because of my findings below that ss. 21(1)(b) and (c) do not apply, for most of this information, I do not find it necessary to specify which information would reveal a type of information listed in s. 21(1)(a). However, to be clear, I am satisfied that the information at issue in the Airport Agreement and certain emails and a draft letter from the Airport Authority (Airport Authority correspondence) is commercial information of or about the Airport Authority.[293]

Supplied in confidence, s. 21(1)(b)

[224] Section 21(1)(b) asks whether the information in dispute was supplied, implicitly or explicitly, in confidence.

[225] Because of my findings below that s. 21(1)(c) does not apply to some information, I do not find it necessary to specifically decide whether all of the information at issue was supplied in confidence. I will only consider here whether the information in the Host City Agreement, Training Site Agreements, Airport Agreement and Airport Authority correspondence was supplied in confidence.

[226] Information is considered "supplied" within the meaning of s. 21(1)(b) if it is "provided or furnished" to the public body.[294] Past orders indicate that information is not considered to be "supplied" when it is created or generated by a public body or it has been negotiated between a third party and a public body, such as in a contract.[295]

[227] The City says "it is obvious on the face of the section 21(1) information that it was supplied to the City. Much of the information is branded by FIFA or

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[293] Information on pages 715-716, 816-817 and 1724.
[294] Order F23-86, 2023 BCIPC 102 at para 32; Order 01-20, 2001 CanLII 21574 (BC IPC) at para 93.
[295] Order F18-20, 2018 BCIPC 23 at para 26, for example.

Canada Soccer. The information was supplied in the context of assisting in the preparation of the bid for FIFA World Cup 2026."[296]

[228] FIFA says that all the information withheld under s. 21(1) was explicitly and implicitly supplied to the City in confidence.[297]

Airport Authority correspondence

[229] The Airport Authority Lawyer says this information was supplied to the City with the understanding that it would be held in confidence.[298] I accept the Airport Authority Lawyer's evidence and I find that the Airport Authority correspondence was supplied to the City in confidence.

Airport Agreement

[230] The Airport Agreement is an agreement between the Airport Authority and FIFA. The Airport Authority Lawyer says that the Airport Agreement was supplied to the City under the implicit and explicit understanding that it was to be used only for the purposes of the negotiation and bidding process for the World Cup.[299]

[231] FIFA says that the Airport Agreement was provided to the City under the Host City Agreement, which requires the parties to take all necessary steps to preserve confidentiality over the content and information disclosed pursuant to that agreement.[300] The Chief Tournament Officer also says that the FIFA Agreements were supplied to the City for the purpose of its bid preparation.[301]

[232] Considering all the above, I find that the Airport Agreement was supplied in confidence to the City.

Host City Agreement and Training Site Agreements

[233] The Host City Agreement is between FIFA, Canada Soccer and the City and the Training Site Agreements are between Canada Soccer and the City. The City says that Canada Soccer acted as an intermediary for FIFA and Canada Soccer says that it acted as a "preliminary party to agreements." In light of this and the parties' submissions about the Host City Agreement and Training Site Agreements, I find that FIFA is the relevant third party for the s. 21(1) analysis about the Host City Agreement and Training Site Agreements.

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[296] City's initial submission at para 277.
[297] FIFA's initial submission at para 65.
[298] Airport Authority Lawyer's affidavit at para 21.
[299] Airport Authority Lawyer's second affidavit at paras 12-13.
[300] FIFA's initial submission at para 66.
[301] Chief Tournament Officer's affidavit at paras 24 and 24.

[234] Previous orders have consistently said that information in an agreement or contract between a public body and a third party is ordinarily negotiated and does not qualify as information that has been supplied to the public body.[302] The reasoning is that 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 negotiated and not "supplied" if the other party must agree to them in order for the agreement to proceed.[303]

[235] However, past orders have recognized two exceptions to this general rule. Information in an agreement or contract that might in the normal course be considered to be negotiated may qualify as supplied information if:

1. the information is relatively immutable or not susceptible to alteration during the negotiation, and it was incorporated into the agreement unchanged; or

2. the information would allow an accurate inference about underlying confidential information the third party "supplied" that is not expressly contained in the contract.[304]

[236] The City does not argue that the information at issue in the Host City Agreement or Training Site Agreements would allow an accurate inference about underlying confidential information a third party supplied that is not expressly contained in those agreements, so I will not consider this exception to the general rule about contracts any further. I turn now to whether the information at issue is relatively immutable and was incorporated into the agreements unchanged.

[237] Previous orders have said the following regarding what it means for information to be immutable:

> The information must be "non-negotiable" in the sense that it is inherently immutable. It is not an issue of whether the third party does or does not want to negotiate about the information. It must be that the third party could not change the information, even if it wanted to.[305]

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[302] Order 01-39, 2001 CanLII 21593 (BC IPC) at paras 43-50, upheld on judicial review in *Canadian Pacific Railway v British Columbia (Information and Privacy Commissioner)*, 2002 BCSC 603. See also, Order 04-06, 2004 CanLII 34260 (BC IPC) at paras 45-46; Order 01-20, 2001 CanLII 21574 (BC IPC) at para 81; Order F19-03, 2019 BCIPC 04 at para 48; Order F15-53, 2015 BCIPC 56 at para 13; Order F15-10, 2015 BCIPC 1, at paras 22-24.
[303] Order 01-39, 2001 CanLII 21593 (BC IPC) at paras 43-50.
[304] Order 01-39, 2001 CanLII 21593 (BC IPC) at paras 43-50.
[305] Order F23-77, 2023 BCIPC 92 at para 26.

[238] The intention of s. 21(1)(b) is to protect information of a third party that is not susceptible of change in the negotiation process, not information that was susceptible of change, but fortuitously, was not changed.[306]

[239] The City says that it is "obvious on the face" of the withheld information that it was supplied to the City and was immutable.[307] The Lawyer says it is his understanding that the "language or terms of the agreements were not negotiated and remained almost entirely in the form that FIFA provided to the City in confidence."[308] FIFA says that the agreements were supplied to the City for the purpose of its bid preparation.[309]

[240] In my view, it is not "obvious" that the withheld information was supplied to the City or that it is relatively immutable. On its face, the withheld information appears to be the type of information that was negotiated and would be susceptible to change in the negotiation process.

[241] The City does not adequately explain how the withheld information was "supplied" rather than negotiated or how the information was not susceptible to change. The Lawyer's evidence suggests that at least some changes were made to the agreements at some point.

[242] It is up to the City, as the party resisting disclosure, to establish with evidence that the information at issue in the Training Site Agreements and Host City Agreements was not negotiated, as would normally be the case, but was "supplied" within the meaning of s. 21(1)(b).[310] In my view, the City has not established that the information at issue in the Training Site Agreements and Host City Agreement was supplied for the purposes of s. 21(1)(b). As a result, I find that s. 21(1) does not apply to the information at issue in the Training Site Agreements or the Host City Agreement.[311]

Reasonable expectation of harm, s. 21(1)(c)

[243] The last step of the s. 21(1) analysis is to determine whether there is a reasonable expectation of any of the harms listed in ss. 21(1)(c)(i) through (iv) occurring if the information at issue in disclosed.

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[306] Order 01-39 at para 46.
[307] City's initial submission at para 277.
[308] City lawyer's affidavit at para 16.
[309] FIFA's initial submission at para 22; Chief Tournament Officer's affidavit at paras 24 and 34.
[310] Order 01-39, 2001 CanLII 21593 (BC IPC), upheld on judicial review, *Canadian Pacific Railway v British Columbia (Information and Privacy Commissioner)*, 2002 BCSC 603.
[311] Information on pages 25-27, 37-39, 42-44, 46-47, 56-59, 114, 118, 122-123, 199-201, 203, 213-214, 234-237, 255, 273-275, 277, 287-288, 308-311, 329, 349-351, 353, 363-364, 384-387, 405, 423-425,437-438, 458-461, 479, 1148, 1150, 1152, 1154, 1321, 133, 1325, 1327, 1428, 1433, 1438, 1500-1502, 1511-1513, 1516-1521, 1531-1533, 1570-1572, 1574-1575, 1585, 1607-1610, 2095, 2097, 2099 and 2101.

[244] The standard of proof is a reasonable expectation of probable harm, which is the same standard I described above in relation to ss. 15(1), 17(1) and 19(1).

Significant harm to competitive position or interference with negotiating position, s. 21(1)(c)(i)

[245] Section 21(1)(c)(i) requires the head of a public body to refuse to disclose information if disclosure could reasonably be expected to significantly harm the competitive position, or significantly interfere with the negotiating position, of the third party.

[246] Section 21(1) does not protect third parties from all negative effects of their dealings with public bodies.[312]To engage s. 21(1)(c)(i), the expected harm must be significant. "Significant" harm is material harm looked at in light of all the circumstances affecting the third party's competitive or negotiating position.[313]

FIFA Documents

[247] The Chief Tournament Officer says that disclosure of information in some of the FIFA Documents would significantly weaken FIFA's negotiating position with future host cities, countries and venues (future hosts). Specifically, the Chief Tournament Officer says that:

- Disclosing information in the Host Committee Rights and Assets Package could give future hosts a significant advantage against FIFA since it will allow them to compare the number of tickets offered to them against the number of tickets available for 2026.[314]
- Disclosing the questionnaires would reveal FIFA's business values and strategies and give future hosts an advantage since they could use those core business values and strategies as negotiating tools.[315]
- Disclosing the Venue Selection Process Document, Host City Selection Process Document, Hosting Requirements Document and Training Site Infrastructure Presentation will significantly interfere with FIFA's negotiating position because future hosts will be able to compare and contrast the terms of their agreements with the 2026 agreements.[316]

[248] In my view, the Chief Tournament Officer's evidence does not establish a clear and direct connection between disclosure of the information at issue and the alleged harm. For example, he does not explain what information in the questionnaires would reveal FIFA's business values and strategies, or how future

[312] Order 00-22, 2000 CanLII 14389 (BC IPC) at page 8; Order F18-28, 2018 BCIPC 31 at para 58.
[313] Order 00-10, 2000 CanLII 11042 (BC IPC) at page 11.
[314] Chief Tournament Officer's affidavit at para 113.
[315] Chief Tournament Officer's affidavit at para 117.
[316] Chief Tournament Officer's affidavit at paras 97, 102, 106 and 111.

hosts could use those business values or strategies as negotiating tools to FIFA's detriment. He also does not explain which terms he is concerned about future hosts comparing and contrasting or what advantage they would gain from doing so.

[249] While I can imagine how disclosing ticket numbers would provide future hosts information that may be of assistance to them in negotiations, FIFA does not provide any details about the harm that might result to its negotiating position or how that harm would be significant. In the absence of any such evidence, I am not satisfied that disclosing the ticket information could reasonably be expected to significantly interfere with FIFA's negotiating position.

[250] I find that FIFA's evidence about the harm to its negotiating position is vague and speculative. As a result, I am not persuaded that disclosure of the FIFA Documents would significantly interfere with FIFA's negotiating position with future hosts.

[251] FIFA also argues that disclosure would significantly harm FIFA's competitive position with respect to its competitors. FIFA says that its competitors include other sport entities putting on large scale tournaments and sports leagues, including the International Olympic Committee, the Association of National Olympic Committees and international federations of other sports.[317] The applicant says FIFA has no competitors.[318] I accept that the entities listed above are FIFA's competitors.

[252] The Chief Tournament Officer says that disclosure would provide FIFA's competitors insight into the information FIFA uses in its business, which he says will significantly damage FIFA's competitive position as it would not have the same insight into its competitors' businesses.[319] He also says that competitors could use information about complimentary ticket allocation to compete with FIFA in incentivizing cities to host tournaments.[320]

[253] I find FIFA's evidence on this point to be vague and unpersuasive. While disclosure of the FIFA Documents would provide competitors more information about the 2026 World Cup, it does not necessarily follow that that information would be useful to them. FIFA does not explain what specific insights its competitors would gain from disclosure or how those insights would be of any benefit to those competitors.

[254] Additionally, while the Chief Tournament Officer says that competitors could use ticket information to compete with FIFA, numerous previous orders

[317] FIFA's initial submission at para 6.
[318] Applicant's response submission at para 33.
[319] Chief Tournament Officer's affidavit at paras 96, 101, 105 and 110.
[320] Chief Tournament Officer's affidavit at para 114.

have held, and I agree, that disclosure of contractual terms that may result in the heightening of competition for future contracts is not a significant harm or a significant interference with negotiating position.[321] FIFA has not provided adequate evidence or explanation to support my reaching a different conclusion in this case.

[255] Considering all of the above, I find that s. 21(1)(c)(i) does not apply to any of the disputed information in the FIFA Documents.

Budget template[322]

[256] FIFA says that disclosure of this information will make the "heads of FIFA's budget items" available to its competitors and future third parties that FIFA will enter into agreements with.[323] The Chief Tournament Officer says disclosing the budget template will significantly interfere with FIFA's negotiating and competitive position as it includes items that FIFA expects its host candidates to propose a budget on.[324]

[257] I have reviewed the budget template and I can see that it contains a list of general budget items. I do not see how future hosts knowing what items should be in their budget proposal will significantly interfere with FIFA's negotiating or competitive position.[325] I also do not see how competitors knowing what items FIFA expects to be in host city budgets will significantly harm FIFA's competitive position. FIFA's evidence does not help me understand how disclosing the budget template could reasonably be expected to significantly interfere with FIFA's negotiating position or significantly harm FIFA's competitive position. I find that s. 21(1)(c)(i) does not apply to the budget template.

Hotel information[326]

[258] FIFA says that it is in the process of securing accommodations, so disclosure will significantly impact its negotiations with third parties by providing them information about the steps that had to be taken to secure accommodation.[327] The Chief Tournament says that disclosure will significantly damage FIFA's negotiating position with third parties.[328] FIFA does not refer to any specific third parties, but I presume it is referring to accommodation providers.

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[321] Order F07-15 at para 43; Order F13-06, 2013 BCIPC 6 at para 29.
[322] Information on pages 557-559.
[323] FIFA's initial submission at para 146.
[324] Chief Tournament Officer's affidavit at para 133.
[325] It seems to me that this would assist FIFA in evaluating those proposed budgets.
[326] Information on pages 895, 905, 1266, 1271 and 2117.
[327] FIFA's initial submission at para 148; Chief Tournament Officer's affidavit at para 135.
[328] Chief Tournament Officer's affidavit at para 135.

[259] Having reviewed the information at issue, I do not see how disclosure could significantly interfere with FIFA's negotiation position with accommodation providers. The disputed information outlines a step a hotel must take in order to provide accommodations for the World Cup. It seems to me that all hotels with whom FIFA would be negotiating would have taken that step or been asked to take that step, so I do not see how disclosure would impact negotiations in any way. FIFA does not explain how it would. I also do not see how knowledge of this step would interfere FIFA's negotiating position, let alone significantly interfere with its negotiating position. I find that s. 21(1) does not apply to this information.

Third Party Information

[260] The Third Party says that disclosure of the Third Party Information could reasonably be expected to significantly harm its competitive or negotiating position, and the risk of harm is not speculative.[329] It says that there are "[a]ctive negotiations and planning processes taking place" and that disclosure could cause an influx of additional negotiations into the planning process, which would require it to spend additional time, effort and expense to adjust its marketing and negotiating strategy.[330]

[261] It is not clear to me how disclosure could reasonably be expected to significantly harm the Third Party's competitive position or significantly interfere with its negotiating position. The Third Party does not specify what negotiations and planning processes it says are taking place, how disclosure would require it to adjust its marketing and negotiating strategy, or how the need to make such adjustments would amount to significant harm to its competitive position or interference with its negotiation strategy. The Third Party also does not provide any evidence in support of its arguments. Rather, I find it relies solely on broad assertions about the harms it believes could result from disclosure. In my view, this is not sufficient to meet its evidentiary burden regarding a reasonable expectation of probable harm resulting from disclosure. I find that s. 21(1)(c)(i) does not apply to the Third Party Information.

Result in similar information no longer being supplied, s. 21(1)(c)(ii)

[262] Section 21(1)(c)(ii) says that the head of a public body must not disclose information if doing so could reasonably be expected to result in similar information no longer being supplied to the public body when it is in the public interest that similar information continue to be supplied.

[329] Third Party's Initial submission at para 42.
[330] Third Party's initial submission at para 43.

Airport Agreement and Airport Authority correspondence[331]

[263] The Airport Authority says that disclosure of confidential business information will damage the Airport Authority's relationship with the City by undermining the trust between them.[332] The Airport Authority Lawyer says that going forward, the Airport Authority will be unable to trust that confidential information will be kept confidential. The Airport Authority Lawyer says that there is public interest in the City and the Airport Authority being able to provide full and frank disclosure to each other in the future.[333]

[264] I can see how the information at issue in the Airport Agreement and the Airport Authority correspondence could be considered confidential. I accept the Airport Authority Lawyer's evidence and I find that if the disputed information in the Airport Agreement and Airport Authority correspondence were disclosed, there is a reasonable expectation that similar information will no longer be supplied to the City. Considering the context in which this information was shared, I also find that it is in the public interest that the Airport Authority continue to supply similar information to the City.

[265] For these reasons, I find that s. 21(1)(c)(ii) applies to the Airport Authority correspondence and the Airport Agreement.

Other information

[266] The City and FIFA submit that disclosure of the information withheld under s. 21 will result in similar information no longer being supplied to the City when it is in the public interest that similar information continue to be supplied.[334]

[267] The Tourism Director says that:

- Disclosure of the information withheld under s. 21(1) "could very well dissuade event organizers from preparing and sharing such similar information with the City" in the future.[335]
- It is reasonable to expect that similar information will no longer be supplied or supplied in a less helpful and fulsome fashion, and that this concern extends to the City's ongoing relationship with FIFA and ability to freely receive proprietary information from FIFA.[336]

[331] Information on pages 25-27, 37-39, 42-44, 46-47, 56-59, 715-716, 816-817, 1500-1502, 1511-1513, 1516-1521, 1531-1533 and 1724.
[332] Airport Authority's initial submission at para 50.
[333] Airport Authority Lawyer's second affidavit at para 25.
[334] FIFA's initial submission at paras 76 and 80; City's initial submission at para 284.
[335] Tourism Director's affidavit at para 112.
[336] Tourism Director's affidavit at para 112.

- Events like the World Cup bring economic benefits from increased economic activity and tourism revenue and benefit the City and Canada's reputation in the sporting world.[337]
- It was in the City's interest to receive the information and to use it in properly evaluating and preparing for the bid.[338]

[268] The Chief Tournament Officer says that that disclosure would undermine the confidence and compromise the open dialogue between the City and FIFA. He says that he is "concerned that disclosure of confidential information of a third party by the City will result in similar information no longer being supplied to the City when it is in the public interest that similar information continue to be supplied."[339]

[269] The applicant says that in the inquiry that resulted in Order F21-29, Canada Soccer argued that disclosing the stadium use agreement for the 2015 FIFA Women's World Cup would harm future hosting opportunities, but nonetheless FIFA is returning to Vancouver for the 2026 World Cup. As a result, he submits that the fear of harm under s. 21(c)(ii) is unfounded and misplaced.[340]

[270] In my view, both the City and FIFA's evidence on this point are lacking in detail. Neither the City nor FIFA refer to any specific information at issue or explain what type of "similar information" they believe might not be supplied in future, so I cannot determine whether it is in the public interest that the City receive information similar to this in future.

[271] Additionally, while the Chief Tournament Officer expresses a "concern" that disclosure of a third party's "confidential information" will result in similar information no longer being supplied to the City, he does not say anything about what FIFA might do in the future if any of the s. 21 information was disclosed or explain the basis for that concern.

[272] Finally, I found above that the Training Site Agreements and the Host City Agreement were not supplied to the City. Because this type of information was not supplied in the first instance, I question whether there is a concern about similar information no longer being supplied when it is likely that similar information would instead be negotiated.[341] The City and FIFA do not provide any specific evidence or argument to explain how s. 21(1)(c)(ii) applies to the disclosure of information that was not supplied in the first instance.

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[337] Tourism Director's affidavit at para 109.
[338] Tourism Director's affidavit at para 112.
[339] Chief Tournament Officer's affidavit at para 36.
[340] Applicant's response submission at paras 73 and 79-82.
[341] For a similar finding, see Order 01-21, 2001 CanLII 21575 (BC IPC) at para 46 and Order 01-20, 2001 CanLII 21574 (BC IPC) at para 101.

[273] For these reasons, I find the City has not established that disclosure can reasonably be expected to result in similar information not being supplied in the future, or that it is in the public interest that the City receive similar information in future. I find that s. 21(1)(c)(ii) does not apply to the information withheld under s. 21(1).

Undue financial loss or gain, s. 21(1)(c)(iii)

[274] Section 21(1)(c)(iii) says that the head of a public body must not refuse to disclose information if disclosure could reasonably be expected to result in undue financial loss or gain to any person or organization. "Undue" gains or losses are excessive, disproportionate, unwarranted, inappropriate, unfair, or improper, having regard to the particular circumstances of the matter. Undue gains also include advantages received by a competitor effectively for nothing.[342]

FIFA Documents

[275] FIFA says that disclosure will cause it undue financial loss and damage by interfering with the successful operation of the World Cup. The Chief Tournament Officer says that in his experience, disclosure will result in significant financial loss and reputational damage to FIFA in the following ways:

- Disclosing details about the City's responsibilities (in the Venue Selection Process Document and Host City Selection Process Document) will interfere with the successful performance of those responsibilities.[343]
- Disclosing the details of FIFA's training site infrastructure and pitch management requirements will provide the public with sensitive information about the operation of those sites, which will be used to interfere with the safe and successful hosting of the World Cup.[344]
- Disclosing the details of FIFA's mobility principles will provide the public with sensitive information about operations and infrastructure requirements, which will be used to interfere with the safe and successful hosting and staging of the World Cup.[345]
- Disclosing safety and security measures and strategies can be used to compromise the safety of the public attending the World Cup, prevent law enforcement from accessing venues, and interfere with operations at the World Cup.[346]

[342] Order F14-58, 2014 BCIPC 62 at para 54; Order 00-10, 2000 CanLII 10042 (BC IPC) at pages 17-19.
[343] Chief Tournament Officer's affidavit at paras 95 and 100.
[344] Chief Tournament Officer's affidavit at para 104.
[345] Chief Tournament Officer's affidavit at para 109.
[346] Chief Tournament Officer's affidavit at paras 124 and 129.

[276] I accept that interference with the successful operation of the World Cup could reasonably be expected to cause FIFA financial loss. However, FIFA does not adequately explain or establish a clear and direct connection between disclosing the specific information at issue and interference with the successful operation of the World Cup. For example, I do not see how training site requirements, such as requirements for field sizes, could be used to interfere with the safe and successful hosting of the World Cup.

[277] Additionally, while the Chief Tournament Officer says in his affidavit that his evidence is based on "his experience," he does not provide any information about that experience and how it informs his belief about the connection between disclosure and the anticipated harms.

[278] It is not apparent from the withheld information, and FIFA's arguments and evidence are too lacking in detail to help me understand, how disclosing the withheld information could reasonably be expected to interfere with the successful staging of the World Cup. As a result, I am not persuaded that disclosure could reasonably be expected to result in undue financial loss to FIFA.

[279] FIFA also says that disclosure would result in undue financial gain to its competitors by allowing them to learn the following information which they will use against FIFA's interests or to their own advantage:

- The principles guiding rental fee amounts FIFA is willing to accept and host stadium responsibilities and obligations;[347]
- The details of FIFA's training site, accessibility and sustainability policies and strategies;[348]
- The details of FIFA's mobility principles and strategies and event transport;[349]
- FIFA's complimentary ticket allocation practices;[350]
- Insight into what FIFA considers commercially valuable in dealing with host cities;[351] and
- Safety and security measures and strategies.[352]

[280] The Chief Tournament Officer says that he believes FIFA's competitors would unduly or unfairly benefit or profit from the years of work that FIFA put into developing that information.[353]

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[347] FIFA's initial submission at para 123.
[348] FIFA's initial submission at paras 126 and 129.
[349] FIFA's initial submission at para 132.
[350] FIFA's initial submission at para 134.
[351] FIFA's initial submission at para 136.
[352] FIFA's initial submission at para 143
[353] Chief Tournament Officer's affidavit at paras 96, 101, 105, 110, 114, 117, 125 and 130.

[281] The applicant says that FIFA does not have a competitor.[354] In reply, FIFA says that it competes with sports entities on large scale tournaments and sports leagues in respect of matters including broadcasting and media arrangements, host selections, sponsors and general audience.[355]

[282] While I accept that FIFA has developed principles, policies, strategies and practices over the years, that is not sufficient to establish harm under s. 21(1)(c)(iii). FIFA does not explain why it thinks the information described above is distinctive or superior to its competitors' principles, policies, strategies or practices such that its competitors would likely copy them and benefit or profit from doing so. FIFA also does not explain in sufficient detail what benefits or profits a competitor could gain through knowledge of the withheld information or how those benefits or advantages constitute an undue financial gain.

[283] It is not obvious to me, and in the absence of sufficiently detailed explanations, I am not persuaded that disclosure of the withheld information in the FIFA Documents can reasonably be expected to result in any undue financial gain to a competitor.

[284] For these reasons, I find that s. 21(1)(c)(iii) does not apply to the disputed information in the FIFA Documents.

Third Party Information

[285] The Third Party says that if other parties learn of certain negotiations, this could irreparably damage relations with those parties and cause the Third Party undue financial loss.[356]

[286] The Third Party does not provide any evidence in support of its arguments. It relies solely on an assertion about the harm that it believes would result from disclosure. It also does not adequately explain how the losses it believes would result from disclosure would be undue. In my view, the Third Party has not met the evidentiary standard required to show a reasonable expectation of probable harm. I find that s. 21(1)(c)(iii) does not apply to the Third Party Information.

Summary s. 21(1)

[287] I find that s. 21(1)(c)(ii) applies to the information at issue in the Airport Agreement and the Airport Authority correspondence.

[354] Applicant's response submission at para 33.
[355] FIFA's reply submission at para 5.
[356] Third Party's initial submission at para 44.

[288] However, for the remaining information at issue under s. 21(1), I am not persuaded that any of the harms under s. 21(1)(c)(i), (ii) or (iii) could reasonably be expected to result from disclosure of the disputed information. I find that s. 21(1)(c) does not apply to the remaining information withheld on that basis.

Cabinet confidences, s. 12(1)

[289] Section 12(1) requires a public body to refuse to disclose information that would reveal the substance of deliberations of the Executive Council (also known as Cabinet) or any of its committees, including any advice, recommendations, policy considerations or draft legislation or regulations submitted or prepared for submission to the Executive Council or any of its committees. However, a public body cannot withhold information under s. 12(1) in any of the circumstances set out in s. 12(2).

[290] Section 12(1) exists to protect "the confidentiality the executive requires to govern effectively."[357] The Supreme Court of Canada has identified Cabinet confidentiality as essential to good government because it promotes deliberative candour, ministerial solidarity and governmental efficiency by protecting Cabinet's deliberations.[358]

[291] The City says the Ministries are best placed to establish that s. 12(1) applies to the information withheld under that section and the City leaves it to the Ministries to establish that s. 12(1) applies.[359] The Ministries do not say anything about how s. 12(1) applies to some of the information the City withheld under s. 12(1). In the absence of any clear evidence or persuasive argument from the parties on this point, I find that s. 12(1) does not apply to the information the Ministries do not address.[360]

[292] The information that remains at issue under s. 12(1) is the percentage of tickets available for host cities to purchase and the number of complimentary VIP tickets FIFA provides to host cities (the ticket information).[361]

Substance of deliberations

[293] The first step in the s. 12(1) analysis is to consider whether disclosing the information at issue would reveal the "substance of deliberations" of Cabinet or its committees.

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[357] *Ontario (Attorney General) v Ontario (Information and Privacy Commissioner)*, 2024 SCC 4, cited in *British Columbia (Minister of Public Safety) v British Columbia (Information and Privacy Commissioner)*, 2024 BCSC 345 at para 45 [*Public Safety*].
[358] *Ibid* at para 3.
[359] City's initial submission at paras 16 and 56.
[360] Information on pages 1276-1279, 1282 and 1303-1305.
[361] Information on pages 539-540, 617-618 and 749-750.

[294] In the context of s. 12(1), the term "substance of deliberations" refers to the body of information that Cabinet or its committees considered in making a decision, or that it would consider in the case of submissions not yet presented. To determine whether information in dispute reveals the substance of deliberations, the appropriate question is whether the information formed or would form the basis for Cabinet deliberations.[362]

[295] The Ministries say that the information at issue under s. 12(1) formed part of the body of information that Cabinet considered in its deliberations on matters relating to the World Cup.[363] More specifically, the Ministries say that economic forecasting information, including information related to VIP tickets formed part of a preliminary financial analysis presented to Cabinet in December 2021.[364] They also say that a preliminary financial analysis at pages 703-708 of the records was presented to Cabinet in December 2021.[365]

[296] The Ministries rely on an affidavit from the Finance ADM, who says that:

- The information withheld under s. 12(1) would disclose or allow an accurate inference to be made about information that was directly or indirectly provided to Cabinet and its committees. This information formed the basis of the substance of deliberations in making decisions about the World Cup.[366]
- "Some" of the disputed information, including "agreements required by the Province and provincial Crown agencies… as well as agreements with other orders of government" will form the basis of future Cabinet and Cabinet committee deliberations.[367]
- Cabinet met in December 2021 to consider whether to support the City becoming a candidate host city. A Cabinet submission was prepared for this meeting "that included preliminary financial analysis" which can be found at pages 703-708 of the records.[368]

[297] It is clear from the affidavit evidence that the financial analysis on pages 703-708 was submitted to Cabinet.[369] However, I can see that the ticket information is not on those pages. The Finance ADM does not provide any evidence specific to the ticket information. Therefore, while the Ministries clearly

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[362] *Aquasource Ltd v British Columbia (Freedom of Information and Protection of Privacy Commissioner)*, 1998 CanLII 6444 (BCCA) at paras 39 and 48; See also *Public Safety*, *supra* note 357 at paras 69-70.
[363] Ministries' initial submission at para 48.
[364] Ministries' initial submission at para 48.
[365] Ministries' initial submission at para 41.
[366] Finance ADM's affidavit at para 46.
[367] Finance ADM's affidavit at para 47.
[368] Finance ADM's affidavit at para 32.
[369] I previously found that s. 13(1) applies to those pages, so I am not deciding whether s. 12(1) also applies to them.

say that VIP ticket information formed part of the preliminary financial analysis submitted to Cabinet, this assertion is not supported by their evidence.

[298] In my view, the Ministries have not provided sufficient evidence to show a link between disclosing the ticket information and revealing the actual substance of any deliberation by Cabinet or its committees and based on all the information before me, it is not clear that such a link exists. Therefore, I find that s. 12(1) does not apply to the ticket information.

Unreasonable invasion of a third party's personal privacy, s. 22(1)

[299] Section 22(1) requires a public body to refuse to disclose personal information if its disclosure would be an unreasonable invasion of a third party's personal privacy.[370]

[300] There are four steps in the s. 22(1) analysis,[371] and I will apply each step in this analysis under the headings that follow.

Personal information

[301] The first step in any s. 22 analysis is to determine if the information at issue is personal information.

[302] Personal information is defined in FIPPA as "recorded information about an identifiable individual other than contact information."[372] 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.[373]

[303] FIPPA defines contact information 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."[374] Whether information is contact information depends on the context in which it appears.[375]

[304] The City says that the information withheld under s. 22 is personal information.[376]

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[370] Schedule 1 of FIPPA says: "third party" in relation to a request for access to a record or for correction of personal information, means any person, group of persons, or organization other than (a) the person who made the request, or (b) a public body.
[371] Order F15-03, 2015 BCIPC 3 at para 58.
[372] Schedule 1.
[373] Order F19-13, 2019 BCIPC 15 at para 16, citing Order F18-11, 2018 BCIPC 14 at para 32.
[374] Schedule 1.
[375] Order F20-13, 2020 BCIPC 15 at para 42.
[376] City's initial submission at para 300.

[305] I can see that the information at issue consists of the following:

- Flight details, including flight numbers, departure times, origins and destinations (Flight Information);[377]
- Email addresses;[378]
- Cell phone numbers;[379]
- Information about individuals' activities and relationships outside of work (Personal Comments);[380]
- Information about an individual's plans (the Statement); and
- Information about other individuals' schedules (Schedule Information).[381]

[306] I find that all of the information at issue is about identifiable individuals because it is about individuals who are identified by name. The next question is whether any of that information is contact information. If so, it is not personal information.

[307] In my view, the only information that could fall within the definition of contact information is the email addresses and the cell phone numbers.

[308] The City says that the email addresses "appear to be" personal and that it understands they are not intended to be ordinarily used as business contact information.[382] The Privacy Director says that Public Safety Canada requested the severing of the first email address because it is personal information.[383] The Privacy Director says that the City does not have information to determine if the second email address is intended to be ordinarily used as a business email address.[384]

[309] Both of the withheld email addresses include what appears to be individuals' first and last names and domain names commonly associated with personal email addresses. In light of this, and considering the City's evidence, I find that the email addresses are personal information.

[310] With respect to the cell phone numbers, the City says that:

[377] Information on pages 577, 807, 977, 1087 and 1090.
[378] Information on pages 723, 765, 779, 803, 812, 2212, 2295 and 2301.
[379] Information on pages 910, 915, 1040, 2295 and 2301.
[380] Information on pages 636, 815-816, 996, 1704, 1723, 1732, 1739 and 1786.
[381] Information on pages 817, 862, 895, 905, 946, 1052, 1057, 1088, 1724, 2117, 2162, 2164-2165, 2167, 2170, 2172, and 2321.
[382] City's initial submission at para 300.
[383] Privacy Director's affidavit at para 51. Information on pages 723, 765, 812 and 2212.
[384] Privacy Director's affidavit at para 51. Information on pages 779 and 803.

- One number does not match the cell phone in the individual's business email signature, so it does not appear to be ordinarily used to conduct business affairs.[385]
- Another number is of an individual who advised that it is not disclosed publicly or intended to be used as contact information for business purposes.[386]
- The final number is of an individual who advised it is a personal number, he provided the number exceptionally, he did not intend to have this as ordinary contact information for work related purposes and no longer uses it for this purpose.[387]

[311] PavCo's COO says that one of the numbers is her personal cell phone number and it is not publicly available.[388]

[312] Based on all of this, I find that the cell phone numbers are personal information and not contact information.

Disclosure not an unreasonable invasion of privacy, s. 22(4)

[313] The second step in the s. 22 analysis is to consider s. 22(4), which sets out circumstances where disclosure is not an unreasonable invasion of a third party's personal privacy. If information falls into one of the enumerated circumstances, s. 22(1) does not apply and the public body must disclose the information.

[314] None of the parties say that s. 22(4) applies.

[315] I have considered whether any of the subsections in s. 22(4) apply and, for the reasons that follow, I find s. 22(4)(e) applies to some of the personal information.

Public body employee's position or functions, s. 22(4)(e)

[316] Section 22(4)(e) says that it is not an unreasonable invasion of a third party's personal privacy to disclose information about their position, functions or remuneration as an officer, employee or members of a public body.

[317] Previous OIPC orders have found that s. 22(4)(e) applies to information that relates to a public body employee's job duties in the normal course of work-

[385] Information on pages 910 and 915
[386] Information on page 1040.
[387] City's initial submission at para 300.
[388] COO's affidavit at para 27.

related activities, namely objective, factual information about what the individual said or did in the course of discharging their job duties.[389]

[318] I find that s. 22(4)(e) applies to part of an email where a City employee sets out a timeline for completing an activity.[390] In my view, this is objective, factual information about what that employee said in the course of discharging their job duties. The City may not withhold that information under s. 22(1).

[319] I have considered the other circumstances listed under s. 22(4) and I find that none apply.

Presumptions of unreasonable invasion of privacy, s. 22(3)

[320] The third step in the s. 22 analysis is to determine whether s. 22(3) applies to the personal information. If so, disclosure is presumed to be an unreasonable invasion of a third party's personal privacy.

[321] FIFA says that s. 22(3)(j) requires personal phone numbers to be withheld.[391] None of the other parties say that any presumptions in s. 22(3) apply.

Mailing lists or solicitations, s. 22(3)(j)

[322] Section 22(3)(j) says that disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy if the personal information consists of the third party's name, address or telephone number and is to be used for mailing lists or solicitations by telephone or other means.

[323] FIFA does not explain why it thinks the withheld phone numbers are to be used for mailing lists or solicitations. I can see nothing in the materials before me that suggests that anyone has any intention to use the phone numbers in that way. I find s. 22(3)(j) does not apply.

[324] I have considered all of the other subsections in s. 22(3) and I find that none of them are relevant in this case.

Relevant circumstances, s. 22(2)

[325] The final step in the s. 22 analysis is to consider the impact of disclosure of the personal information in light of all relevant circumstances, including those listed in s. 22(2). It is at this step that any applicable s. 22(3) presumptions (there were none in this case) may be rebutted.

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[389] Order 01-53, 2001 CanLII 21607 (BC IPC) at para 40; Order F18-38, 2018 BCIPC 41 at para 70.
[390] Information on pages 996 and 1704.
[391] FIFA's reply submission at para 20.

[326] The City says that none of the circumstances listed in s. 22(2) are relevant here. However, the City says that a relevant circumstance is the sensitivity or private nature of the information.

[327] The Third Party says that s. 22(2)(f) and (h) support withholding the Statement. FIFA says that s. 22(2)(f) applies to the personal information of its employees.

[328] I will consider all of these circumstances in my s. 22(2) analysis. I will also consider whether there are any other circumstances, including those listed under s. 22(2), that may apply.

Supplied in confidence, s. 22(2)(f)

[329] Section 22(2)(f) asks whether the personal information was supplied in confidence. If so, this factor weighs in favour of withholding the personal information. For s. 22(2)(f) to apply, there must be evidence that a third party supplied personal information to another person and, that, when they did so, the third party had an objectively reasonable expectation of confidentiality.[392]

[330] The Third Party says that the Statement was made to the recipient strictly in confidence. Although I am limited in what I can say because of *in camera* information, the Third Party refers to the context in which the Statement was made in support of this position.[393]

[331] I am not persuaded that the Statement was supplied in confidence. While I accept that the context supports finding that some information was supplied in confidence, the Statement does not directly relate to the matters that were being discussed in a confidential manner and I do not think it is the type of statement that a reasonable person would expect would be kept in confidence.

[332] FIFA says that the personal information of its employees was supplied in confidence.[394] FIFA does not provide any evidence in support of this position and it is not apparent to me from the nature of the information or the context in which it appears that any of that personal information was supplied in confidence.

[333] For these reasons, I find that s. 22(2)(f) does not weigh against disclosure of any of the personal information at issue.

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[392] Order F11-05, 2011 BCIPC 5 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).
[393] Third Party's initial submission at paras 52-54.
[394] FIFA's initial submission at para 177.

Unfair damage to reputation, s. 22(2)(h)

[334] Section 22(2)(h) asks whether the disclosure may unfairly damage the reputation of any person referred to in the record requested by the applicant. If so, this factor weighs in favour of withholding the personal information.

[335] For s. 22(2)(h) to apply, the unfair harm or damage to reputation must relate directly to disclosure of the information at issue.[395] In past orders, the OIPC has held that reputational damage is unfair within the meaning of s. 22(2)(h) where the affected individual did not have the opportunity to respond to or correct the record.

[336] The Third Party says that disclosure of the Statement may unfairly damage the reputation of an individual (the Individual). I am again limited in what I can say because the OIPC accepted part of the Third Party's submission *in camera*.[396]

[337] I am not persuaded that disclosure of the Statement would unfairly damage the Individual's reputation. The Statement is a mundane comment that does not suggest any wrongdoing by the Individual. Further, even if there was damage to the Individual's reputation, I am not persuaded that any such damage to the Individual's reputation would be unfair. The Statement was written by the Individual and the Third Party does not suggest that it is untrue or inaccurate in any way.

[338] For these reasons, I find that s. 22(2)(h) does not weigh in favour of withholding the Statement.

Sensitivity of the information

[339] Many past orders have considered the sensitivity of information as a relevant circumstance. Where information is sensitive, this is a circumstance weighing in favour of withholding the information.[397] Conversely, where information is not innocuous and not sensitive in nature, then this factor may weigh in favour of disclosure.[398]

[340] The City says that the personal information is "particularly private in nature," which weighs against disclosure.[399]

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[395] Order F14-10, 2014 BCIPC 12 at para 37.
[396] Third Party's initial submission at para 55.
[397] Order F19-15, 2019 BCIPC 17 at para 99.
[398] Order F16-52, 2016 BCIPC 58 at para 91.
[399] City's initial submission at para 306.

[341] I am not persuaded that any of the personal information is particularly private or sensitive. None of the personal information is obviously sensitive to me, and none of the parties have adequately explained how any the personal information is sensitive. I am limited in what I can say about the Statement without revealing the disputed information or *in camera* information, but I find that it is so general that it is not sensitive.

Conclusion, s. 22(1)

[342] To begin, I found above that all of the information withheld under s. 22(1) is personal information.

[343] I found that s. 22(4)(e) applies to part of an email written by a City employee, so the City cannot withhold that information under s. 22(1).[400]

[344] With respect to the remaining personal information, I also found that none of the s. 22(4) circumstances, s. 22(3) presumptions, ss. 22(2) enumerated circumstances or any unenumerated circumstances apply to the disputed information.

[345] Considering all of the above, I find that disclosure of the remaining personal information would be an unreasonable invasion of a third party's personal privacy. Ultimately, the burden is on the applicant to establish that disclosure would not result in an unreasonable invasion of a third party's personal privacy. The applicant has not satisfied that onus.

CONCLUSION

[346] For the reasons given above, I make the following order under s. 58 of FIPPA:

1. I confirm the City's decision to withhold the information in dispute under s. 14, including the Airport Emails.

2. I confirm, subject to item 3 below, the City's decision to refuse the applicant access to the information withheld under ss. 12(3)(b), 13(1), 15(1), 16(1), 17(1) 19(1), 21(1) and 22(1).

3. The City is required to give the applicant access to the information that I have determined it is not required or authorized to withhold under ss. 12(1), 12(3)(b), 13(1), 15(1), 16(1), 17(1), 19(1), 21(1) and/or 22(1). I have

[400] Information on pages 996 and 1704.

highlighted this information in green in the copy of the records provided to the City with this order.[401]

4. The City must provide the OIPC registrar of inquiries with a copy of its cover letter and the accompanying information sent to the applicant in compliance with items 1-3 above.

[347] Pursuant to s. 59(1) of FIPPA, the public body is required to comply with this order by July 15, 2025.

June 2, 2025

ORIGINAL SIGNED BY

Elizabeth Vranjkovic, Adjudicator

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[401] There is some information on pages 944, 1792 and 1794 of the records that was highlighted in green in the records provided to me by the City. I have not highlighted this information in green. The City is not required to give the applicant access to this information.