OFFICE OF THE
INFORMATION & PRIVACY
COMMISSIONER

British Columbia
Canada

Order 00-24

INQUIRY REGARDING MINISTRY OF EMPLOYMENT AND INVESTMENT LOAN DOCUMENTS

David Loukidelis, Information and Privacy Commissioner
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Summary: Journalist requested access to records disclosing interest rate payable on, and term of, government loan to third party private business. Ministry not authorized to withhold information under s. 17(1). Feared impact on possible future negotiations with other borrowers did not create reasonable expectation of harm to government's financial or economic interests. Ministry not required to withhold information under s. 21(1). Interest rate and loan term were negotiated terms, not information "supplied" to Ministry by third party business. Evidence also not sufficient to establish reasonable expectation of significant harm to third party or undue financial loss or gain. Disclosure would not result in similar information no longer being supplied to the Ministry.

Key Words: Financial or economic interests – commercial or financial information – supplied in confidence – competitive position – negotiating position – interfere significantly with – undue financial loss or gain – continued supply of information to public body.

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, ss. 17(1) and 21(1).

Authorities Considered: B.C.: Order No. 310-1999; Order 00-09; Order 00-10; Order 00-22. **Ontario**: Order 47. **Alberta:** Order 99-008.

1.0 INTRODUCTION

This case arises out of a request made under the *Freedom of Information and Protection of Privacy Act* ("Act"), by a newspaper reporter with 'The Abbotsford News', to the Ministry of Employment and Investment ("Ministry"). The reporter sought records related to public financing for the expansion by a third party business, Conair Aviation Ltd. ("Conair"), of its aviation servicing facility in Abbotsford. The Ministry released

some information to the applicant, but withheld other information under ss. 17(1) and 21(1) of the Act. The applicant pursues further information as to the loan's term and interest rate, as a matter of accountability for the use of public money.

2.0 ISSUES

The Ministry initially decided to withhold the interest rate under ss. 17 and 21 of the Act. It later decided, however, not to apply s. 21. It communicated this decision to this Office during the inquiry process, by a letter dated December 7, 1999 from counsel to the Ministry, and Conair was notified of the decision at that time. Conair requested, and was granted, an adjournment of the time for filing submissions to enable it to address the s. 21 issue. Conair continues to object to disclosure on the basis of s. 21.

In these circumstances, this inquiry is into the Ministry's decision to refuse access under s. 17 only. Under s. 57(1) of the Act, the burden of proof is on the Ministry with respect to s. 17. The Ministry's initial submission says the Ministry bears the burden of proof under s. 21, but its decision not to rely on s. 21 shifts the burden to Conair under s. 57(3)(b) of the Act. (This shift in the burden of proof was acknowledged in the December 7, 1999 letter from counsel to the Ministry. Conair's initial submission acknowledges that it has the s. 21 burden of proof and it has submitted evidence and argument on the s. 21 issue. So has the Ministry.)

3.0 DISCUSSION

3.1 Clarification of the Information in Dispute – The applicant's request was initially for all

> … of the government records and documents in relation to the $17 million loan from the Ministry of Employment and Investment to Conair Aviation, including all background information documents, all relevant memos and E-mail correspondence, all negotiation letters and material, [and] the contract agreement.

A Ministry letter dated August 5, 1999 indicates that the applicant's request had been narrowed, by agreement, to the "Conair Aviation agreement only (including interest rate)". The applicant's request for review under s. 52 of the Act referred only to disclosure of the loan's interest rate. Further communications and submissions from the parties were directed to the information withheld from what is described as a term sheet, dated June 22, 1999 ("Term Sheet"). The Ministry and Conair signed the Term Sheet. It included an interest rate and other loan-related terms that were to be incorporated into a formal loan agreement between Conair and the Province.

In paragraphs 2.1, 2.2, 2.28 and 2.29 of her reply submission, the applicant says the initial submissions of the Ministry and Conair address information she has not put in issue. She stresses that her request had been narrowed to "the interest rate" of the loan and "the terms of the agreement or how many years it will take for Conair to repay" the loan. She refers to her request having been narrowed, by agreement, to "the interest rate of the $17.5 million loan and the terms of agreement, or to be more specific: the time reference

for when this loan will be repaid." She concludes, in paragraphs 2.31 and 2.32, by pointing out that the limits she had agreed to place on her request reduced it to information, which could and should legitimately be in the public realm:

> (2.31) Openness, transparency and integrity should be ideals that the government strives for in service to its citizens. Negotiations between the ministry and Conair were conducted in secrecy behind closed doors. Conair, as a good corporate citizen and the financial bureaucrats of the ministry are now being offered the opportunity to be candid with the citizens of B.C. about some very basic fundamental items about that deal. I understand the need to protect private business information, but as I have stated, ad nauseam, throughout this final submission, I am not seeking private corporate information, I am only seeking public information about a public financial deal with public money that the public has a right to know.
>
> (2.32) Citizens have an inherent right to access to information about how the government is using "their" money, so that British Columbians are able to intelligently scrutinize the government's financial decisions on their behalf. That is fair and open democracy and is the essence of personal, corporate and government accountability. Surely, that is the basis for social responsibility.

In light of the above, I have decided this case on the basis that the applicant only seeks disclosure of the interest rate and the term for the loan as set out in the Term Sheet. I have not dealt with other information in the Term Sheet that was withheld from the applicant and was the subject of submissions from the Ministry and Conair.

Again, the applicant seeks the term of the loan. It has, in fact, already been disclosed to her in Article 7.3 of the Term Sheet. The loan has a ten-year term. Payments are to be made in quarterly instalments, beginning the earlier of 24 months from the date of final disbursement of loan funds to Conair or September 30, 2003, whichever comes first. The only information that remains in dispute, therefore, is the information withheld from Article 7.2 of the Term Sheet. That provision, entitled "Interest Rate", reads as follows (without the disputed information):

> All loan funds disbursed will bear interest at a rate equal to the lesser of
>
> (a) … [withheld under s. 17 and s. 21], and
>
> (b) … [withheld under s. 17 and s. 21].
>
> The *Borrower* will have the option upon 30 days written notice to the Province (the *election date*) to fix the rate on the funds disbursed and the undisbursed portion of the $17.5 million loan facility for a term not exceeding five years from the *election date* at a … [withheld under s. 17 and s. 21]. The *Borrower* will have the option to fix the rate for a further term on the same aforesaid basis.

> Until 24 months after the date of the initial disbursement, simple interest on the loan will be accrued and capitalized. Interest on the loan and capitalized interest will then be calculated monthly and paid quarterly. [italics in original]

Article 7.1 of the Term Sheet deals with a non-refundable commitment fee, to be paid by Conair to the Province. Most of that provision was disclosed to the applicant. Only the amount of the fee was withheld. Since the applicant was very specific in her submissions about her desire to see only the interest rate – which is set out in Article 7.2, as noted above – and the loan's term, this order does not deal with the information severed from Article 7.1.

3.2 Harm to the Province's Financial or Economic Interests – Section 17(1) reads 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:
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> (a) trade secrets of a public body or the government of British Columbia;
>
> (b) financial, commercial, scientific or technical information that belongs to a public body or to the government of British Columbia and that has, or is reasonably likely to have, monetary value;
>
> (c) plans that relate to the management of personnel of or the administration of a public body and that have not yet been implemented or made public;
>
> (d) information the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in undue financial loss or gain to a third party;
>
> (e) information about negotiations carried on by or for a public body or the government of British Columbia.

Standard of Proof in Section 17(1) Cases

The Ministry says that, in order for s. 17(1) to apply, it "is not necessary to demonstrate that actual harm will result" from disclosure of information. A public body is required only to demonstrate that there is a "reasonable expectation" of harm from disclosure of the information. I agree. As I noted in Order No. 00-10, the standard of proof for harms-based exceptions is to be found in the wording of the Act. The standard in s. 17(1) is that of a reasonable expectation of harm. The harm feared under s. 17(1) must not be fanciful, imaginary or contrived. Evidence of speculative harm will not satisfy the test, but it is not necessary to establish a certainty of harm. The quality and the cogency of the evidence presented must be commensurate with a reasonable person's expectation that

the disclosure of the requested information could cause the harm specified in the exception.

The Ministry relies on Order No. 310-1999, where my predecessor described s. 17(1) of the Act as "permissive" and said that the public body was "in the best position to assess the reasonableness of the prospects of harm to its interests". In my view, Order No. 310-1999 does not relieve me of the duty to determine whether a reasonable expectation of harm has been established on the evidence in a given case. Many of my predecessor's decisions agree with this view of the commissioner's responsibility under the Act.

In an inquiry, I can be informed, by evidence, of a public body's (or third party's) perceptions of expected harm from disclosure. It may be appropriate for me in a case such as this to give weight to a particular perspective or experience of the public body, but ultimately it remains for me to determine whether the test of a reasonable expectation of harm has been met under s. 17(1). That is my role under the Act, which provides for independent review by the commissioner of a public body's decision to refuse access to all or part of a record. If a request for review under s. 52 is not settled in mediation, s. 56 requires the commissioner to conduct an inquiry and gives him or her the authority to "decide all questions of fact and law arising in the course of the inquiry". Under s. 57, the burden of proof lies on the public body to establish that there is no right of access to information withheld under s. 17(1). Upon completing the inquiry, the commissioner must issue an appropriate order under s. 58 of the Act.

Has the Test Been Met Here?

The Ministry says disclosure of the interest rate on the loan to Conair could reasonably be expected to result in harm to the financial interests of the Province. It relies on the affidavit of Phil Minion, a Ministry financial analyst, and the affidavit of Doug Callbeck, an assistant deputy minister of the Ministry. Their evidence indicates that the Ministry negotiates interest rates on loans such as the one to Conair. It also confirms that the interest rate in the loan term sheet is, in each case, the same as the rate that is formally agreed to by the parties. Negotiations between the Ministry and Conair took over nine months and were difficult because each party (quite naturally) tried to secure the best deal for itself.

Despite this competitive aspect to the negotiations, the Ministry's evidence acknowledges that it can be in the Province's best interests to be open to negotiation on interest rates, commitment fees and debt-to-equity conversion formulas. As the Ministry puts it, in paragraph 5.12 of its initial submission:

> The Province typically does not simply adopt a 'take it or leave it' approach with respect to such negotiations. Though the Province wants to secure the most favourable terms possible during negotiations regarding a loan, there are situations where it would not be in the public interest to be inflexible and adopt such a 'take it or leave it' approach. For instance, it may not be economically feasible for a company to undertake a project if they have to pay a predetermined interest rate or commitment fee. Thus, any inflexible insistence of predetermined

> amounts could potentially be an insurmountable obstacle to the undertaking of the proposed project. This would result in a lost opportunity to attract jobs and investments to British Columbia and the desired socio-economic benefits would not materialize. In some situations, it may be in the public interest for the Province to agree to a lower interest rate or commitment fee than it initially requested if offering a lower amount will make the difference between the project being economically feasible or not and/or the project going ahead or not.

The loan to Conair was made under the *Industrial Development Incentive Act*. Section 2(2) of that Act provides that the Minister of Employment and Investment may, with Cabinet approval, "make loans and investments in order to assist the establishment of new industry, the introduction of new technology to existing industry or the development of a region of British Columbia". The Ministry's initial submission contains the following argument, at paragraph 5.03:

> The objective of loans made under the *Industrial Development Incentive Act* is to secure socio-economic benefits for British Columbia. The provision of such financial assistance assists in the creation of new jobs in the province and promotes strategic industrial sectors (such as the aerospace industry). An objective of such financial assistance is to increase economic activity in British Columbia. Provincial financial assistance also creates financial benefits to British Columbia in the form of subcontract work, export revenue (i.e. revenue coming from outside of the province) and increased government revenues by way of corporate and personal income taxes. Such financial assistance also has the potential to stimulate increased private sector development by creating a 'critical mass' in a strategic industry. 'Critical Mass' is a phrase used to illustrate the phenomena whereby investment in a certain industrial sector in a specific region can lead to other similar investment in that same region. Silicon Valley, in California, is an example of such a phenomenon. Much of the computer industry is located in that region.

The Ministry also notes that Conair had – as a condition of financial assistance from the Province – agreed to spend money on technical training in conjunction with training institutes or agencies such as the British Columbia Institute of Technology.

The Ministry argues that, if the Conair loan interest rate is disclosed, it is reasonable to expect that this "could result in the Province only being able to secure loan terms that are less favourable than the terms it would have otherwise received had that information not been disclosed". It offers the hypothetical example of the financial harm that might be caused on a $10 million loan, where a failure to secure ½% of interest would amount to a loss to the Province of $250,000 over a ten-year term. Such a loss, according to the Ministry, would occur if the Province had to concede ½% of interest from the annual rate it sought from another prospective borrower, on the basis Conair got an interest rate that was lower, by ½%, than the rate sought by the Province. Put simply, the argument is that if the interest rate on the loan to Conair becomes known, the Province will be unable to resist demands for a comparable rate from others to whom it proposes to loan money under the *Industrial Development Incentive Act*.

The Ministry has not persuaded me that disclosure of the interest rate in Article 7.2 of the Term Sheet could reasonably be expected to harm the financial interests of the Province. The impact on the Ministry's bargaining position respecting possible loans to others

under the *Industrial Development Incentive Act* that is feared by the Ministry is, in my view, speculative. It is certainly possible – perhaps even foreseeable – that if other prospective borrowers know what interest rate was given to Conair, they will seek the same from the Ministry. But if the same general interest rate environment exists at the time of any such future negotiations – and this is far from clear in light of interest rate changes in the ordinary course – the fact that the Province agreed to an interest rate in relation to Conair's project does not mean it will be required to agree to the same rate in other cases. Too many other factors are at work. These include the size of the loans, the risks present in each case and the reciprocal obligations sought by the Province from the borrower respecting training and development by the borrower as a condition of the loan. Such factors will affect the parties' negotiating positions and influence the terms they ultimately agree upon. If the Province is really bargaining for commercial advantage only – and a prospective borrower truly needs the Province's assistance – the deal struck with Conair cannot reasonably be expected to dictate the outcome for the Province in relation to future loans to others.

3.3 Harm to Conair's Business Interests – The Ministry submits that s. 21 applies to some information in the Term Sheet, but not to the interest rate in Article 7.2. As is noted above, the interest rate is the only information still in dispute. Again, the Ministry initially applied s. 21 to the interest rate, but later changed that decision. The burden of proof under s. 21 is on Conair.

Section 21(1) of the Act reads 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 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,
>
> (iii) result in undue financial loss or gain to any person or organization, or

> (iv) reveal information supplied to, or the report of, an arbitrator, mediator, labour relations officer or other person or body appointed to resolve or inquire into a labour relations dispute.

Section 21(1) of the Act creates a three-part test, which applies only if all three parts are satisfied. The s. 21(1) exception is mandatory. If the third party whose information is in issue does not consent to disclosure of information covered by s. 21(1), a public body has no choice but to withhold the protected information. I will now discuss the s. 21(1) aspects of the case.

Is the Information Financial or Commercial Information?

The interest rate clearly qualifies under s. 21(1)(a) as commercial and financial information of Conair. It is of a commercial and financial nature, as a term of a specific commercial agreement involving Conair. This finding is consistent with the approaches taken in previous orders under the Act and in decisions under similar access to information statutes in Alberta and Ontario. See, for example, Order 00-22. See, also, Ontario Order 47 (April 3, 1989) and Alberta Order 99-008.

Did Conair Supply the Information in Confidence?

Conair's case on the "supply" requirement in s. 21(1)(b) is more problematic. A number of previous orders in British Columbia – as well as a variety of decisions elsewhere in Canada – have consistently held that information negotiated by a public body and a third party is not "supplied" by the third party to the public body within the meaning of s. 21(1) or provisions similar to it. See Order 00-22 and the decisions cited there. They are relevant here.

Conair says it supplied the Ministry with "information relating to the range of interest rates and commitment fees agreed to previously by Conair" in other financing arrangements. Conair argues, in effect, that the interest rate it negotiated with the Ministry is information supplied by Conair or would reveal such information. It does not follow, in my view, that the interest rate agreed to by the parties in the Term Sheet can be equated with background information supplied by Conair regarding the range of interest rates it had found acceptable for other loans. The fact remains that the interest rate on which the parties agreed is information that was created through the give and take of negotiations between the Ministry and Conair. It was not "supplied" by Conair within the meaning of s. 21(1)(b) of the Act.

Conair makes a further argument on the supply issue. It says that a major part of its business consists of aircraft maintenance, repair and overhaul services (known as "MRO"). The MRO industry, Conair says, is competitive, specialized and cost sensitive. Conair says disclosure of the loan interest rate would permit an accurate inference of its sensitive business information that would not otherwise be disclosed. Specifically, it says Conair's internal cost structure and margin of profit on fees charged for MRO services would be revealed. In Order No. 00-09 and Order 00-22, I confirmed that it may be

possible to draw an accurate inference, from negotiated contract terms, of underlying confidential information that was supplied by a third party to a public body during contractual negotiations.

The only financial information that has been released here is the total cost of Conair's Abbotsford project, the corresponding total for the proposed project funding and the total amount of the Province's loan. As the disclosed information readily indicates, that loan represents only roughly one third of the aggregate cost of the Abbotsford project. The kinds of other financing for the project have also been disclosed, but the amounts of each type of financing have been withheld. At all events, despite having carefully considered Conair's evidence – in the affidavit of its president, Barry Marsden – I conclude that knowledge of the interest rate in Article 7.2 of the Term Sheet could not reasonably be expected to permit an accurate inference to be drawn as to the cost structure for Conair's Abbotsford project or for its profit margin on MRO services. Accordingly, I find that the supply element in s. 21(1)(b) test has not been satisfied in this way.

I have also considered the requirement in s. 21(1)(b) that information must have been supplied "implicitly or explicitly, in confidence" and have found the evidence wanting. At paragraph 8 of his affidavit, Barry Marsden deposed to having supplied certain information under an agreement with the Ministry that it would not be disclosed except in accordance with the procedure in a loan agreement derived from the Term Sheet. The information listed in that paragraph of his affidavit does not include the interest rate, and the loan agreement referred to has not been provided to me. Paragraph 9 of the affidavit acknowledges that the interest rate in the Term Sheet was the product of negotiations between Conair and the Province.

Marsden also deposed that *ranges* of financing costs (including interest rates) previously agreed to by Conair for other loans were "supplied to the Province in confidence during the negotiations." Again, he deposed that it was agreed that information would not be disclosed except in accordance with the procedure set out in a loan agreement, which has not been provided to me. This evidence does not establish that the interest rate in Article 7.2 of the Term Sheet was supplied in confidence. Further, even if there was enough evidence to conclude that a *range* of previously accepted interest rates was provided by Conair to the Ministry in confidence, this would not establish that the interest rate in the Term Sheet – which was negotiated by the parties – was provided by Conair in confidence. The evidence on "supply" and on "in confidence" coincides, as does my reasoning and conclusions that these requirements of s. 21(1) have not been satisfied here.

Has the Harm Component of the Test Been Met?

If the requirements for ss. 21(1)(a) and 21(1)(b) had been satisfied, I would not, for the following reasons, be inclined to find that the s. 21(1)(c) component of the test has been met in respect of the interest rate in the Term Sheet.

Conair argues that disclosure of the interest rate could reasonably be expected to harm significantly its competitive position or significantly interfere with its negotiating

position, as contemplated by s. 21(1)(c)(i). In paragraphs 10 and 11 of his affidavit, Barry Marsden deposed that disclosure of the interest rate would assist any competitor because it would reveal key elements of Conair's cost structure and cash flow for Conair's Abbotsford MRO facility. He deposed this would be valuable to competitors when bidding against Conair for work, because it would assist them in attempting to undercut Conair on price. Although he did not indicate how it could be done, Marsden deposed that customers could use this information when negotiating with Conair on price, since they would be in a better position to "estimate Conair's profit for such services". Marsden also deposed that other potential lenders to Conair could, if they knew about the interest rate information, use it to seek a more favourable interest rate, since the prospective lender would "know what Conair had agreed to in the past".

Despite its stated concerns about competitive pressures, Conair has not provided clear evidence as to the state of competition in its marketplace, as to its competitors for MRO services or as to other background information about the competitive environment in which it operates. The Ministry also did not supply any such information. In the absence of such information, it is difficult to accept Conair's assertions as to the competitive harm that it would suffer through disclosure of the interest rate.

I turn now to Conair's contention that its ability to negotiate more favourable interest rates would be jeopardized if prospective lenders knew what Conair had agreed to in the past. It seems to me this flows from an assumption that the interest rate in the Term Sheet is less favourable than Conair might have been able to negotiate with a private sector lender. It would surprise me if the Province – in lending money for the *Industrial Development Incentive Act* purposes set out above – would do so at interest rates more onerous than those available in the private sector. Quite apart from this, I am not persuaded by Conair's argument on this issue because it is not self-evident – and no clear or cogent evidence has been submitted to me on the point – that an interest rate agreed to for one loan can reasonably be expected to drive or prejudice the negotiation of the terms of another possible loan. At the end of the day, I find that Conair has not established that disclosure of the interest rate here could reasonably be expected to interfere significantly with its negotiating position with future lenders for this or a different Conair initiative.

The evidence also fails to demonstrate, and I cannot conclude, that disclosure of the interest rate could reasonably be expected to permit a competitor, or a Conair customer, to draw accurate inferences as to Conair's cost structure or cash flow in any way that would interfere with Conair's negotiating position or significantly harm its competitive position in dealing with prospective customers or in bidding for work.

Would Disclosure Result In Similar Information Not Being Provided?

Conair also argued that if the interest rate is disclosed, one could reasonably expect that similar information may no longer be supplied to the Ministry. Section 21(1)(c)(ii) of the Act triggers the s. 21(1) exception – assuming the first two elements of the s. 21(1) test

have been met – if disclosure of the information 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.

According to Conair, disclosure of the information would mean that Conair – and "likely other persons engaged in highly competitive costs sensitive businesses" – would be reluctant to "disclose to a public body information concerning fixed costs or costs structure". Conair says this kind of information "is at the foundation of determining price and disclosure of it undermines competitive and negotiating positions".

The interest rate on the Province's loan may be a component of Conair's fixed costs for its MRO facility at Abbotsford, but it does not tell the whole picture about those costs. I cannot conclude that its disclosure would reveal "information concerning fixed costs or costs structure" in any meaningful way. I am not persuaded, therefore, that disclosure of the interest rate could reasonably be expected to result in such information no longer being supplied to the Ministry.

Undue Financial Loss or Gain

Last, Conair argues that, under s. 21(1)(c)(iii), disclosure of the interest rate could reasonably be expected to result in undue financial loss to itself or gain to others. Section 21(1)(c)(iii) triggers the s. 21(1) exception – again assuming the other elements of s. 21(1) have been satisfied – if disclosure of the information could reasonably be expected to "result in undue financial loss or gain to any person or organization".

On this point, Conair again argues that competitors, potential customers and potential lenders could use the Term Sheet interest rate to "obtain contracts, prices, financing rates or financing terms which they would otherwise not obtain and at the expense" of Conair. According to Conair, the resulting gain to these parties – and the resulting loss to Conair – would be "excessive, disproportionate, not suitable, not owed and not fair" and would therefore be "undue" within the meaning of s. 21(1)(c)(iii). For the reasons given above, the evidence before me is not sufficient to establish that disclosure of the interest rate could reasonably be expected to cause financial loss to Conair. Nor does it establish that disclosure could reasonably be expected to result in financial gain to Conair's competitors, potential customers or potential lenders.

4.0 CONCLUSION

For the reasons given above, the following orders are made:

1. Having found that the Ministry is not authorized by s. 17(1) of the Act to refuse to disclose the disputed information to the applicant, under s. 58(2)(a) of the Act I require the Ministry to give the applicant access to the interest rate information; and

2. Having found that the Ministry is not required by s. 21(1) of the Act to refuse to disclose the disputed information to the applicant, under s. 58(2)(a) of the Act I require the Ministry to give the applicant access to that information.

July 17, 2000

ORIGINAL SIGNED BY

David Loukidelis
Information and Privacy Commissioner
for British Columbia