

OCTOBER 14, 2004

FILE NO. – 2003-065

**SASKATCHEWAN**  
**OFFICE OF THE**  
**INFORMATION AND PRIVACY COMMISSIONER**

**REPORT 2004 – 007**

**Saskatchewan Property Management Corporation**

**Summary:** The Applicant sought records with respect to the operation of a soundstage facility. This included the lease of premises to third parties. The Commissioner found that the exemptions claimed by Saskatchewan Property Management Corporation, namely, sections 18(1)(d), (f) and 19(1)(c) did not apply to certain financial records with respect to the operation of the facility and recommended release of same. The Commissioner recommended that SPMC undertake a line by line review of all records responsive to the original request and to provide those records to the Applicant subject to severing where appropriate.

**Statutes Cited:** *Freedom of Information and Protection of Privacy Act* [S.S. 1990-91, c. F-22.01 as am], s. 18(1)(d),(f), 19(1)(c), 61; *Access to Information Act*, [R.S.C. 1985, c. A-1 as am.]; *Freedom of Information and Protection of Privacy Act* [R.S.B.C. 1996, c. 165 as am];

**Authorities Cited:** Saskatchewan OIPC Reports 2004-003, 92/009, 94/002, 96/021; British Columbia OIPC Order 01-20; General Motors Acceptance Corp. of Canada v. Saskatchewan Government Insurance (Sask. C.A.) [1993] S.J. No. 601; Canadian Pacific Hotels Corp. v. Canada (Attorney General), [2004] F.C.J. No. 579; Merck Frosst Canada Inc. v. Canada (Minister of National Health), [2000] F.C.J. No. 1281; Canada (Information Commissioner) v. Canada (Prime Minister) T.D., [1993] 1 F.C. 427; SNC-Lavalin Inc. v. Canada (Minister of Public Works), [1994] F.C.J. No. 1059; Bland v. Canada (National Capital Commission), [1991] F.C.J. No. 435; Canada (Information Commissioner) v. Canada (Prime Minister) (T.D.), [1993] 1 F.C. 427; Brookfield LePage Johnson Controls Facility Management Services v. Canada (Minister of Public Works and Government Services, [2003] F.C.J. No. 348

## I BACKGROUND

[1] On August 20, 2003 the Applicant submitted an Access to Information Request Form to Saskatchewan Property Management Corporation (SPMC) for “*all documents prepared by or for or held by SPMC that show the year-end financial reports for 2001-2002 and 2002-2003 and 2003 year-to-date [or, if prepared on a calendar year basis, reports for 2001, 2002, and 2003 year-to-date] for the Canada-Saskatchewan Soundstage in Regina, including notes to the reports, and any other material showing activities, revenues and expenditures relating to the facility.*”

[2] The Soundstage is described in the Annual Report 2002-2003 of Saskatchewan Property Management Corporation as follows:

*The facility is actually four stages ranging from 377.2 square metres to 1,379.5 square metres with ceilings of up to 12.8 metres. It is equipped with advanced electrical, heating and ventilation systems to accommodate a wide range of special effects equipment including quick air evacuation to allow for use of pyrotechnics and smoke, and it boast an 89.2 square-metre recessed floor tank so water scenes can be shot within the studio.*

*The resulting 7,617.8 square metre, state-of-the-art production and training facility, operated by Saskatchewan Film and Video Development Corporation, provides the province and the film industry with valuable infrastructure to assist in diversifying the economy.*

[3] At the material times there were a number of tenants in the Soundstage facility.

[4] On September 26, 2003 SPMC responded to the Applicant’s access request, in part, as follows:

*This information cannot be released because:*

- (a) it is information, the disclosure of which could reasonably be expected to interfere with contractual or other negotiations of the Government of Saskatchewan or a government institution,*
- (b) it is information, the disclosure of which could reasonably be expected to prejudice the economic interest of the Government of Saskatchewan or a government institution,*
- (c) it is information, the disclosure of which could reasonably be expected to:*
  - (i) result in financial loss or gain to;*
  - (ii) prejudice the competitive position of; or*
  - (iii) interfere with the contractual or other negotiations of; a third party*

*Information of this nature is exempt from access according to subsections 18(1)(d), 19(1)(b) and 19(1)(c)(i), (ii) and (iii) of the Freedom of Information and Protection of Privacy Act.*

- [5] October 6, 2003 my predecessor, Richard Rendek, received a request for review from the Applicant. SPMC was notified of the review and was requested to provide the record to our office.
- [6] On November 28, 2003, our office received from SPMC certain materials as the ‘record’ and its written submission.
- [7] On December 18, 2003, our office wrote to SPMC requesting clarification as to the exemptions claimed and a number of allegations in the SPMC submission and requested a sworn Affidavit “*that particularizes the extent and breadth of your search for responsive documents. This should be sworn by an individual or individuals who have personal knowledge of the search for responsive records.*”
- [8] On December 31, 2003 our office received an Affidavit of Garth Rusconi, Vice President of Accommodation Services Division of SPMC. A portion of the Affidavit contained material that was the subject of an exemption claim and the names of certain third parties. SPMC authorized our office to share with the Applicant the balance of the Affidavit material.
- [9] On April 30, 2003 our office received further submissions from the Applicant.
- [10] On September 1, 2004 our office was given access to additional material not originally considered to be responsive to the request. This included 18 file folders that related to leases, business plans, financial position and projections, facility maps, production volume history, letters of commitment, pro forma statements of operations, revenue projections, draft agreements, solicitor-client correspondence, cabinet decision item briefing materials, news clippings, engineering reports and survey reports, invoices, payment information, operations expenses, tenant specific documents and various other pieces.

## II RECORDS AT ISSUE

### [11] Package “A”

A general report setting out revenues, expenses and income for the period April 1, 2002 to August 31, 2003 and portions of that period (20 pages). The record in question reveal the revenue, operating costs including lease costs, building operations expense, miscellaneous operating expenses and salaries and benefits, depreciation. It also reveals cleaning costs for windows, building, special, trash removal, pest control and a number of minor maintenance items. This report does not identify individual tenants. Neither does the record identify individual contractors or service providers.

### [12] Package “B”

SPMC also produced a box of materials comprised of 18 separate files. This material apparently has not been reviewed by SPMC on a line by line basis as required by the duty to sever in section 8 of the Act. The contents of the box are described in paragraph [8] above.

## III ISSUES

Has the government institution satisfied the implied duty to assist the Applicant by responding openly, accurately and completely?

Did the government institution properly apply section 18(1)(d) of the *Freedom of Information and Protection of Privacy Act* (“the Act”) to the records withheld?

Did SPMC properly apply section 18(1)(f) of the Act to the records withheld?

Did SPMC properly apply section 19(1)(c) of the Act to the records withheld?

#### **IV DISCUSSION OF THE ISSUES**

**Has SPMC satisfied the implied duty to assist the Applicant by responding openly, accurately and completely?**

##### **(a) Adequacy of the search**

[13] SPMC, at the commencement of this review candidly acknowledged that it had determined that the specific request for “*any other material showing activities, revenues and expenditures relating to the facility*” was viewed as extremely broad. SPMC determined that the request could lead to “*volumes of material*”. As a consequence, and without consultation with the Applicant, SPMC ‘read down’ the scope of activities “*...thus placing reasonable limits around the request.*” If an access request is broad in scope and would involve voluminous material, we would normally expect some discussion between the Applicant and the government institution to see if some kind of parameters could be identified. One of the considerations at this point would be the opportunity to estimate fees in accordance with the FOIP Regulation and to require one half of the estimated costs before proceeding to respond to the request. We note that SPMC did not at any time provide the Applicant with a fee estimate. In the result, I find that the search initially undertaken by SPMC was inadequate.

##### **(b) Misdescription of the discretionary exemptions relied upon by SPMC**

[14] SPMC’s response to the Applicant was confusing in that it quoted three different provisions in the Act, namely sections 18(1)(d), 18(1)(f) and 19(1)(c) but then specifically cited only sections 18(1)(d), 19(1)(c)(i), (ii) and (iii) of the Act. When we requested clarification as to the additional section numbers cited, we were advised that reference to section 18(1)(f) was omitted in error.

[15] It is important that the government institution accurately identify the specific exemptions that it is relying upon in denying access. In this particular case, the Applicant is a Saskatchewan journalist who would be considered a ‘sophisticated’ Applicant very familiar with the Act and its application. The confusion may be less because of the

- Applicant's familiarity with the statute however this cannot relieve the government institution of its responsibility to communicate clearly to an applicant why access is denied.
- [16] Our office will normally only consider a discretionary exemption that the government institution has invoked in its original response to an applicant. We would only consider a new discretionary exemption if we can be satisfied that there is no undue delay or prejudice to the applicant. In this case, since the exemptions relied on by SPMC in this formal review were spelled out by SPMC we will consider sections 18(1)(d) and (f) and 19 (1)(c).
- [17] Considering both the inadequacy of the search and the misdescription of the specific exemptions relied on by SPMC, I find that SPMC has failed to meet the duty to assist as that duty is described in our Report 2004-003 accessible at [www.oipc.sk.ca](http://www.oipc.sk.ca) under *Reviews*.
- [18] We encourage FOIP coordinators for government institutions to engage in informal discussion with an applicant to clarify an access request and ensure that there is clarity on the nature of the records sought by the Applicant. This case would have benefited from such discussion at the initial stages of the processing of the request.
- [19] SPMC has invoked one mandatory exemption and two discretionary exemptions to justify withholding the record in question. Whether the exemption is mandatory or discretionary, the burden of proof prescribed by section 61 of the Act is upon SPMC. Unless the burden of proof has been met to 'make the case' for a particular exemption(s) the Saskatchewan Court of Appeal has declared that the rule is disclosure. This reflects the importance of keeping government institutions accountable and the role of greater transparency in achieving that end.

**Package A****Did SPMC properly apply Section 18(1)(d) of The Freedom of Information and Protection of Privacy Act to the records withheld?**

[20] Section 18(1)(d)

*A head may refuse to give access to a record that could reasonably be expected to disclose:*

*(d) information, the disclosure of which could reasonably be expected to interfere with contractual or other negotiations of the Government of Saskatchewan or a government institution;*

[21] SPMC's concern has been that parties may extrapolate from Package A specific lease amounts and use those as negotiating levers with SPMC in future lease negotiations. SPMC contends that it may be advantageous to keep lease rates, tenant inducements and concessions as private negotiated matters. Even if that is so, and it is not necessary to make that determination, I find that the aggregate information in Package A does not disclose lease rates, tenant inducements or concessions. SPMC further asserts that, as a property management company, the publication of financial information pertaining to leases could severely prejudice the corporation and possibly its tenants. In fact, the costs evident in Package A relate to the entire building and not to specific lease agreements or to specific tenants.

[22] In my view, the right of public access must not be frustrated except upon the clearest grounds so that doubt ought to be resolved in favour of disclosure. There may well be a possibility of harm but in our view, that possibility is not sufficient to meet the threshold test.

[23] This discretionary exemption has been invoked in a number of Saskatchewan cases that were in turn the subject of review by this office. In Report 92/009, records of the Saskatchewan Liquor Board dealing with leasing agreements for liquor stores were recommended to be released since the disclosure of leasing information would not interfere with the board's contractual negotiations. The names of landlords who are individuals were not to be disclosed.

- [24] In Report 94/002, our office determined that the disclosure of the amount of rent paid by the Saskatchewan Archives Board would not interfere with contractual or other negotiations. Release of those records was recommended by this office.
- [25] Was there a proper basis for the exercise of the discretion to withhold records from the Applicant? After carefully considering the submission of SPMC, I find that there is no proper basis for a reasonable expectation that the disclosure of the records in question will interfere with contractual or other negotiations of the Government of Saskatchewan or a government institution. Indeed the release of these records is more likely to ensure that the public is better able to assess the investment of significant public funds in this particular project.

**Did SPMC properly apply Section 18(1)(f) of the Act to the records withheld?**

- [26] Section 18(1)(f)

*A head may refuse to give access to a record that could reasonably be expected to disclose:*

*(f) information, the disclosure of which could reasonably be expected to prejudice the economic interest of the Government of Saskatchewan or a government institution;*

- [27] Again, many of the above comments in our discussion of section 18(1)(d) would apply to this discretionary exemption.
- [28] In Report 92/009, our office held that the disclosure of records of the Saskatchewan Liquor Board dealing with the leasing agreements for liquor stores would not prejudice the economic interests of the Board. The names of the specific landlords who were individuals should not be disclosed according to my predecessor. This decision was cited and followed by our office in Report 94/002 when the amount of rent paid by Saskatchewan Archives Board was found not to prejudice the government's economic interests and consequently it was recommended that SPMC release those records.



[29] Since the Act in Saskatchewan has clearly been influenced by the federal *Access to Information Act*, decisions of the Federal Court interpreting that federal statute are useful to consider. The federal Act provides in part as follows:

20. (1) *Subject to this section, the head of a government institution shall refuse to disclose any record requested under this Act that contains*

(a) *trade secrets of a third party;*

(b) *financial, commercial, scientific or technical information that is confidential information supplied to a government institution that is confidential information supplied to a government institution by a third party and is treated consistently in a confidential manner by the third party;*

(c) *information the disclosure of which could reasonably be expected to result in material financial loss or gain to, or could reasonably be expected to prejudice the competitive position of, a third party; or*

(d) *information the disclosure of which could reasonably be expected to interfere with contractual or other negotiations of a third party.*

[30] This section was recently considered by the Federal Court Trial Division.<sup>1</sup> The applicant had sought certain documents including leases related to commercial retail tenants at Jasper Park Lodge. The landlord argued that:

a. *if the terms of the Crown leases are disclosed, a competitor could approach the landlord with more advantageous terms and attempt to acquire the lease on expiry or adversely affect renewal negotiations;*

b. *the Crown leases deal with property located within Jasper National Park. The Park is subject to extremely tight restrictions on growth and there are limited opportunities for development;*

c. *the Crown leases contain commercially sensitive terms, including the term, renewal provisions, rental amounts and default conditions. If this information is disclosed it will provide a competitive advantage to competitors and suppliers to the detriment of the Applicant.*

[31] The Federal Court concluded speculation was not sufficient and that the landlord had to demonstrate a reasonable expectation of harm. The Court further concluded that the evidence of the landlord “*remains in the realm of speculation*”.<sup>2</sup> I have also considered a number of other decisions interpreting the federal provisions.<sup>3</sup>

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<sup>1</sup> *Canadian Pacific Hotels Corp. v. Canada (Attorney General)*, [2004] F.C.J. No. 579

<sup>2</sup> *Supra*, 35

<sup>3</sup> *Merck Frosst Canada Inc. v. Canada (Minister of National Health)*, [2000] F.C.J. No. 1281; *Canada (Information Commissioner) v. Canada (Prime Minister)(T.D.)*, [1993] 1 F.C. 427; *SNC-Lavalin Inc. v. Canada (Minister of Public Works)*, [1994] F.C.J. No. 1059; *Bland v. Canada (National Capital Commission)*, [1991] F.C.J. No. 435; *Canada (Information Commissioner) v. Canada (Prime Minister) (T.D.)*, [1993] 1 F.C. 427.

[32] The above quoted section was considered by the Federal Court Trial Division in 2003.<sup>4</sup> In that case, the access request was related to privatization of certain professional facility management services for Crown properties. The Minister of Public Works and Government Services Canada denied access on the basis that the records contained “third party” information relevant to a facility management company. The third party had contended that the records are comprised of confidential financial and commercial information. The third party relied on the fact that the information was communicated in response to an undertaking of confidentiality. The Court noted as follows:

*In the final analysis, while confidentiality agreements may be taken into account, they cannot override or trump the express statutory provisions of the Act. I rely on the following excerpt from Ottawa Football in this regard and adopt the comments in their entirety:*

*[I]t is not enough to state that their submission is confidential in order to make it so in an objective sense. Such a principle would surely undermine much of the purpose of this Act which in part is to make available to the public information upon which government action is taken or refused. Nor would it be consistent with that purpose if a Minister or his officials were able to exempt information from disclosure simply by agreeing when it is submitted that it would be treated as confidential.*

[33] The Federal Court concluded that the records in question could not be regarded, on an objective standard, as confidential even though there was an express undertaking that the records would be “confidential”. The argument against disclosure in that case was considerably stronger since there had been an explicit claim of “confidentiality” by the author of the record in question. No such claim has been raised by SPMC in the present case.

[34] The Court further observed as follows:

*The test for the application for the exemption in paragraph 20(1)(c) is that of a reasonable expectation of probable harm: Canada Packers; Saint John Shipbuilding Ltd. v. Canada (Minister of Supply and Services) (1990), 107 N.R. 89 (F.C.A.). an applicant cannot demonstrate a reasonable expectation of probable harm from disclosure simply by attesting in an affidavit that such a result will occur if the records are released. Further evidence that establishes that those outcomes are reasonably probable is required: SNC-Lavalin v. Canada (Minister of Public Works) (1994), 79 F.T.R. 11; Canadian Broadcasting.*

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<sup>4</sup> Brookfield LePage Johnson Controls Facility Management Services v. Canada (Minister of Public Works and Government Services, [2003] F.C.J. No. 348

*I have carefully reviewed the evidence, including the supplementary affidavit, and conclude that, aside from general statements of possible harm, [the third party] has failed to provide evidence that there exists a reasonable expectation of probable harm if the records in question are released. Specifically, the applicant's statements regarding prejudice that may occur are of a general nature and fail to provide insight as to how the competitors might use the record so that the applicant will sustain a reasonable expectation of probable harm. At its highest, it can only be said that the competitive position of the applicant will be prejudiced. There exists, here, insufficient evidence to conclude that there is a basis to establish financial loss or prejudice to [the third party], or financial gain to a competitor.*

[35] The Saskatchewan Act does not qualify the harm as “probable” as does the *Access to Information Act* provision. Consequently, I find that the standard or threshold test is somewhat lower in Saskatchewan than that which exists under the *Access to Information Act*. Nonetheless, I find that there could not be a **reasonable expectation** of harm in any event based on the facts as we understand them.

[36] We note but do not rely on the Federal Court decision in *Bland v. Canada (National Capital Commission)*<sup>5</sup>. That case did involve revealing the names and rents paid by tenants of a publicly owned property. The decision turned largely on the question of whether the information was personal information of the tenants and whether an exemption for personal information should be upheld. There was no consideration by the Court of the exemptions at issue in this review.

[37] I am mindful that commercial landlords have no requirement to disclose the kind of information sought by the Applicant in this case. Those commercial landlords also have no obligation to operate as transparently as possible and to be accountable to the public. A Crown Corporation however, such as SPMC, has been brought within the scope of the Act and is therefore subject to the same strictures and limitations as a provincial government department. It is entitled to invoke the same mandatory and discretionary exemptions and is otherwise subject to the obligation to disclose records for the reasons articulated by the Saskatchewan Court of Appeal<sup>6</sup>.

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<sup>5</sup> [1991] F.C.J. No. 435

<sup>6</sup> *General Motors Acceptance Corp. of Canada v. Saskatchewan Government Insurance (Sask. C.A.)* [1993] S.J. No. 601

[38] I find that SPMC has failed to meet its burden of proof of showing that the disclosure of the records in question could reasonably be expected to prejudice the economic interest of SPMC.

**Did SPMC properly apply Section 19(1)(c) of the Act to the records withheld?**

[39] Section 19(1)(c)

*Subject to Part V and this section, a head shall refuse to give access to a record that contains:*

*(c) information, the disclosure of which could reasonably be expected to:*

*(i) result in financial loss or gain to:*

*(ii) prejudice the competitive position of: or*

*(iii) interfere with the contractual or other negotiations of:*

*a third party;*

[40] This section has been considered by this office in sixteen earlier reports. I have found that the most relevant reports are Reports 92/009, 94/002 and 96/021.

[41] I have already mentioned Reports 92/009 and 94/002 in discussing section 18 (1)(d). In each of those reports, this office determined that section 19(1)(c) did not apply to justify withholding the records in question.

[42] In Report 96/021 this office concluded that the cost of the government leasing a building in Humboldt should be released by SPMC. The Commissioner at that time held it was neither obvious nor apparent that disclosure would prejudice the competitive position of the landlords or interfere with their contractual negotiations. As a result, this office recommended that the information should be disclosed.

[43] I note also the extensive discussion of the British Columbia Information and Privacy Commissioner in a 2001 Order 01-20.<sup>7</sup> The case involved the refusal of the University of British Columbia to disclose its exclusive sponsorship agreement between the University, its student society and Coca-Cola Bottling Ltd. The Commissioner ordered that access to

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<sup>7</sup> University of British Columbia, Order 01-20 available online at <http://www.oipc.bc.ca/orders/2001/Order01-20.html>

the record be granted. One of the statutory provisions that the Commissioner had to consider was as follows:

21. *The head of a public body must refuse to disclose to an applicant*  
*(1) 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...*

[44] We were advised by SPMC that the information in the Package A of the record “...*would be difficult to extrapolate and correctly attribute to specific leases and leased space in the Soundstage*”. That assertion reinforces our conclusion that disclosure of the records in question would not reasonably be expected to result in financial loss or gain to; prejudice the competitive position of; or interfere with the contractual or other negotiations of a third party.

[45] SPMC has argued that “*there has been nothing demonstrated by the applicant or otherwise, that would suggest an overriding public interest or benefit that would arise from the release of records*”. Such an argument is at odds with the well established rule that disclosure is the norm and withholding records is the exception and the fact that the burden of proof is on the government institution and not on the applicant.

[46] I find that SPMC has taken an extremely cautious approach that is based on vague and speculative possibilities which are not justified by the Act.

**Package B**

[47] Package B was not disclosed by SPMC in response to the Applicant's access request. It was provided to our office only after we indicated a concern that the access request had been interpreted too narrowly. We did however find that many of the documents in Package B would be responsive to that part of the access request for "*any other material showing activities, revenues and expenditures relating to the facility*".

[48] On the basis of approximately three hours spent by our office reviewing Package B of the record, it is apparent that there are a number of documents that appear to be subject to one or more mandatory exemptions. This includes section 16 and the exemption for cabinet documents. Even though mandatory exemptions have not been raised by the government institution in this case, I intend to consider whether or not they apply. It will be necessary for SPMC to do the line-by-line review of all of the documents in Package B. Rather than further delaying the release of this Report, that has already taken a very long time to produce, I intend to deal now with the specific exemptions claimed in respect of Package A and to request that SPMC prepare a proper record with respect to Package B.

[49] I note that no fees were charged by SPMC. In the event that SPMC elects to charge fees in respect of Package B, I will be guided by the Ontario Information and Privacy Commissioner's Order M-372<sup>8</sup>. That decision is authority for the proposition that a public body, if it has acted in good faith, can require the payment of a prescribed fee even after the issuance of an Order by the Ontario Commissioner for the processing of the request and that the records ordered to be disclosed need not be released until such time as the requisite fee has been paid, provided the fee is reasonable. I note the following statement in that Ontario decision:

*At the same time, however, I can appreciate why an appellant would react negatively to a situation where the issue was raised so late in the access process. I would address this concern in the following fashion. First it must be noted that cases such as the one that is before me are extremely rare. Second, it is clearly in the best interests of government organizations to raise fee issues at the request stage to avoid proceeding through the labour intensive appeals process. Finally, should a requester believe that a government organization has deferred the*

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<sup>8</sup> Available online at [www.ipc.on.ca](http://www.ipc.on.ca)

*issuance of a fee to delay the processing of the appeal, the requester would be entitled to apply for a fee waiver.*<sup>9</sup>

[50] Since the Ontario fee waiver provision is much wider than its Saskatchewan counterpart, the above quoted passage is not completely applicable to this province. It would be appropriate for SPMC, if it elects to claim fees, to signal its intention to our office and the Applicant as soon as possible to allow any further submissions either party wishes to make on that matter.

### **Acknowledgement**

[51] I wish to acknowledge the excellent and extensive submissions by both the Applicant and SPMC. Both parties have invested consider time and effort to present their submissions on this review. Those submissions have been very helpful in considering the identified issues on the review.

## **V RECOMMENDATIONS**

[52] I find that Saskatchewan Property Management Corporation failed to discharge its duty to assist the Applicant in that it failed to respond openly, accurately and completely to the access request.

[53] I find that exemptions in section 18(1)(d), (f) or 19(1)(c) of *The Freedom of Information and Protection Act* do not apply to Package A of the record.

[54] I recommend that Saskatchewan Property Management Corporation provide the Applicant with Package A of the record.

[55] I further recommend that Saskatchewan Property Management Corporation review Package B of the record to determine which documents should be severed, which documents should be withheld on the basis of an exemption and which documents should be disclosed to the Applicant.

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<sup>9</sup> Supra, page 3

- [56] I further recommend that Saskatchewan Property Management Corporation provide our office within 45 days with Package B prepared in accordance with the Helpful Tips sheet available at [www.oipc.sk.ca](http://www.oipc.sk.ca) under *Resources*. This would identify any portions that should be severed in accordance with section 8 of *The Freedom of Information and Protection of Privacy Act*.
- [57] In the event that Saskatchewan Property Management Corporation decides to charge fees with respect to Package B, as may be permitted by *The Freedom of Information and Protection of Privacy Regulations*, it should provide our office with details of any fees claimed and the means by which those fees have been calculated.

Dated at Regina, in the Province of Saskatchewan, this 14th day of October, 2004.

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R. GARY DICKSON, Q.C.  
Information and Privacy Commissioner for  
Saskatchewan