



Telecom Decision CRTC 2006-78

Ottawa, 21 December 2006

Amendment to the statement of consumer rights

Reference: 8638-C12-200611956

In this Decision, the Commission amends the statement of consumer rights and directs the incumbent local exchange carriers to implement the publication directives established in Statement of consumer rights, Telecom Decision CRTC 2006-52, 29 August 2006, effective the date of this Decision.

Background

1. In *Statement of consumer rights*, Telecom Decision CRTC 2006-52, 29 August 2006 (Decision 2006-52), the Commission established a statement of consumer rights (the statement) for consumers of incumbent local exchange carriers' (ILECs) local exchange services. The statement set out existing consumer rights in plain language. The Commission indicated that it would consider proposed amendments to the statement on a case-by-case basis.
2. The Commission directed the ILECs to follow certain publication directives to make the statement available to consumers, including publishing it with their telephone directories and on their respective websites.
3. In a letter dated 19 September 2006, Bell Aliant Regional Communications, Limited Partnership, Bell Canada, MTS Allstream Inc. (MTS Allstream), Saskatchewan Telecommunications (SaskTel), Société en commandite Télébec, and TELUS Communications Company (collectively, the ILECs) requested that the Commission delay the implementation of the publication directives to allow them to propose certain amendments to the statement for clarity and accuracy.
4. In a letter dated 3 October 2006, the Public Interest Advocacy Centre, on behalf of the Consumers' Association of Canada, the National Anti-Poverty Organization and l'Union des consommateurs (collectively, PIAC et al.), opposed this request and submitted that it should be rejected.
5. In a letter dated 5 October 2006, Commission staff granted the request to delay the implementation of the publication directives and established a schedule for comments and replies.

Process

6. On 13 October 2006, the ILECs filed their proposed amendments to the statement with the Commission. MTS Allstream and SaskTel separately filed additional proposed amendments.

7. The Commission received comments dated 25 October 2006 from PIAC et al.; the Public Interest Law Centre, on behalf of the Consumers' Association of Canada (Manitoba Branch) and the Manitoba Society of Seniors; the British Columbia Public Interest Advocacy Centre, on behalf of the British Columbia Old Age Pensioners' Organization, the Council of Senior Citizens' Organizations, federated anti-poverty groups of BC, End Legislated Poverty, the BC Coalition of People with Disabilities, Active Support Against Poverty, and the Tenants Rights Action Coalition; and l'Union des consommateurs (collectively, the Consumer Groups). The ILECs filed reply comments dated 1 November 2006.

Positions of parties

8. The ILECs, MTS Allstream and SaskTel proposed amendments, generally consisting of wording and style changes, that they considered necessary to improve the statement's accuracy and clarity.
9. The Consumer Groups generally disagreed with the proposed amendments, submitting that they were not necessary and were not in line with Decision 2006-52.

Commission's analysis and determinations

10. The Commission considers that the fundamental objective of the statement is to provide consumers with a comprehensive, accurate and clear understanding of their rights. Therefore, in the Commission's view, it would be appropriate to consider amendments to the statement that would improve its comprehensiveness, accuracy or clarity.
11. Considering the objectives and principles of the statement established in Decision 2006-52, the Commission determines that it is appropriate to adopt certain amendments to the statement. The revised statement is attached as an appendix to this Decision.
12. The Commission directs the ILECs to disseminate the amended statement, as prescribed in paragraphs 21 and 22 of Decision 2006-52, with the timeframes running from the date of this Decision.

Secretary General

This document is available in alternative format upon request, and may also be examined in PDF format or in HTML at the following Internet site: <http://www.crtc.gc.ca>

You have rights.

Information about your local home telephone services*

The Canadian Radio-television and Telecommunications Commission (the CRTC), the federal body responsible for regulating your telephone service, offers you this guide to help you to understand your rights with respect to local home phone services regulated by the CRTC. One of the CRTC's goals is for everyone in Canada to have access to reliable and affordable local telephone service. Your local phone service includes basic phone service and other optional local services you subscribe to (for example call answer, call waiting and call display).

The information contained in this guide does not necessarily apply to cellular phone service, voice over Internet Protocol (VoIP) service, or local phone service offered by a competitive service provider.

Read on to find out more about:

- Your right to local telephone service
- Your right to choose a phone company
- Your rights regarding deposits for service
- Your rights when the phone company wants to cut off your phone service
- Your rights when you want to discontinue your phone service
- Your right to block outgoing long distance and 900 and 976 calls
- Your additional rights if you are a person with a disability
- Your right to keep your information confidential
- Your rights regarding unsolicited telephone calls
- Your right to protect your privacy when calling or being called
- Your right to control access to your home
- Your rights regarding the wiring and equipment inside your home
- Your right to refunds
- Your right to detailed monthly billing information
- Your right to register a dispute or complaint
- Your right to participate in CRTC proceedings

You will find more complete information about your relationship with the phone company in the "Terms of Service" section in the front of your telephone directory (the white pages). You may also consult your phone company, its website, or the CRTC to obtain further information about your rights. Contact details for the phone company are included in your telephone directory and your phone bill. Contact details for the CRTC can be found at the end of this guide.

* The rights summarized in this guide are for informational purposes only and do not represent a complete list of your rights. The information contained in this guide may also be subject to change. This guide does not change or add to any existing rules or laws. In the event of any inconsistencies between this guide and any existing rule or law, the existing rule or law will prevail.

You also have other rights that apply to your telephone service and that do not fall under the CRTC's mandate. These other rights include, for example, those provided by the *Personal Information Protection and Electronic Documents Act*, under the jurisdiction of the Office of the Privacy Commissioner of Canada, or equivalent provincial legislation.

Your right to local telephone service

Everyone in Canada has the right to receive basic local home telephone services, subject to certain conditions.

You have the right to receive the following basic services as part of your local telephone service, where they are available:

- local calling;
- access to emergency services, for example through 9-1-1;
- access to the operator and directory assistance;
- access to long distance calling;
- touch-tone dialing;
- access to special features, such as call display blocking;
- access to message relay service, which is used to facilitate communications with persons with speech or hearing disabilities;
- a copy of the white and yellow pages of the local phone directory.

These services may not be available in all parts of the country but, where they are available, the phone company must provide them.

When there is phone service in your area and you have the required credit rating or credit guarantees, or if you are required to pay a deposit (see "Your rights regarding deposits" section), the phone company must provide local telephone service to your home. There may be instances where the phone company requires access to your property in order to provide phone service to you.

You are entitled to pay the initial connection charges over a period of up to six months for local telephone service.

In areas where there is no telephone service, there may be options to make phone service available, if you agree to pay certain construction charges. If local telephone service is currently unavailable in your area, contact a phone company providing service in the nearest area and ask them to quote you a price for providing phone service to your home. You are entitled to pay any construction charges on a reasonable instalment basis.

Your right to choose a phone company

When more than one phone company offers service in your area, you can choose from whom to buy phone services, you can switch phone companies or you may be able to buy some services from one phone company and other services from another.

You have a right to choose your phone company and to choose the services that you receive from the phone company. You do not have to buy all of your services from the same phone company. For example, some customers buy their local telephone service from one company and their long distance service from another.

You have the right to change companies where more than one phone company offers service in your area. You can also change the services you are buying from any company (see "Your rights when you want to discontinue phone service" section).

In most circumstances, you will be able to keep your phone number when you change phone companies, providing that you stay within the same local telephone service area. When switching to a new telephone company, you should consult with that company to see whether you can keep your existing phone number.

Your rights regarding deposits for service

Your phone company may only ask for a deposit in specific circumstances and there may be alternatives to paying a deposit.

The phone company may ask you for a deposit if you do not have a credit history with the company and you cannot provide satisfactory credit information, you have a poor credit rating with the phone company, or you otherwise pose a high risk of not paying your telephone bill.

The deposit, where required, generally does not exceed the total of three months' phone charges from the company, including charges for local phone service and any extra services you decide to purchase, such as long distance service and optional local services.

The phone company must inform you of the reasons for asking you to pay a deposit and explain that there may be other options available. For example, you can arrange for someone else, who has a good credit rating with the phone company, to sign a contract with the phone company, agreeing to pay your bill if you don't. This person is called a guarantor. You can also have someone else pay your bill for you. Another option is to get a letter of credit from a financial institution.

You earn interest on deposits that you have paid to the phone company. The amount of your deposit and the interest you have earned will periodically be shown on your phone bill.

The phone company must periodically review the need to keep your deposit, or the alternatives to the deposit. If the reasons that justified the need for your deposit are no longer present, the phone company must return your deposit, and any interest, to you promptly.

If you cancel your service with your phone company, your deposit plus interest will be returned to you, less any amounts that you still owe.

Your rights when the phone company wants to cut off your phone service

Your phone company can only disconnect your local phone service in specific circumstances and after taking specific steps.

Circumstances when your local phone service cannot be cut off

Under no circumstances can the phone company cut off your local phone service because you have not paid for other phone services, such as long distance, Internet or cellular services.

The phone company cannot cut off your local phone service at one location because you have not paid your bill for a different class of service at another location, such as business phone service. Also, if you are a guarantor who promised to pay someone else's bill, the phone company cannot cut off your local phone service because you have not paid that person's bill.

If you are unable to pay the full amount that you owe for your phone services, you have the right to arrange a reasonable payment plan with the phone company. The phone company cannot cut off your local phone service if you are willing to enter into, and honour, a reasonable payment plan. You may also want to consult with your phone company to find out what optional services you can discontinue or block in order to reduce your phone bill (see "Your right to block outgoing long distance and 900 and 976 calls" section).

If you believe that some of the charges in your phone bill are incorrect, you have the right to dispute them. You must let the phone company know that you are disputing the phone bill and pay the part of your phone bill that is unrelated to the disputed charges. The phone company cannot charge you interest or cut off your local phone service because you do not pay the disputed charges, unless it has reasonable grounds to believe that you have disputed the charges as a way to avoid or delay making a payment.

Circumstances when your local phone service can be cut off

The phone company may take steps to cut off your local telephone service only in limited circumstances, such as:

- when you owe the company more than \$50 for your local phone service, including local optional services;
- when your local phone service charges have been past due for over two months;
- when you fail to provide or maintain a reasonable deposit or an agreed upon alternative (see "Your rights regarding deposits" section);
- when you have failed to honour the terms of a payment plan arrangement;
- when you use, or allow someone else to use, your phone for illegal purposes or to make annoying or offensive calls.

Having your local phone service cut off is a very serious matter. Consult your telephone company's "Terms of Service" found in your white pages or the CRTC if you would like to clarify when your phone service can and cannot be cut off.

Steps the phone company must take

The phone company cannot cut off your telephone service without providing reasonable advance notice in order to allow you the opportunity to pay outstanding bills, make payment plan arrangements, sort out misunderstandings, or take other actions to prevent your local phone service from being cut off.

The phone company must first contact you and explain why it is planning on cutting off your service. If the reason for ending your service is related to outstanding debt, the phone company must also let you know that you can enter into a reasonable payment plan, what the reconnection charge will be, and the phone number of a company representative you can talk to if you are disputing charges. If the phone company cannot reach you by phone, it must provide this information to you in a written notice to your billing address, or by fax or electronic document.

If the situation has not been resolved, the phone company must provide at least 24 hours' notice prior to cutting off your service, except in very limited circumstances.

Reconnection of service

The phone company must restore your local phone service when the reason the service was cut off no longer exists. There may be a charge to reconnect your phone service.

If the disconnection of your local phone service was in error or otherwise improper, the phone company must restore your service free of charge. Your phone service will usually be reconnected during business hours on the next working day.

Your rights when you want to discontinue your phone service

You can discontinue your phone service at any time. However, there are conditions associated with ending your phone service. In most circumstances, you will be expected to provide the phone company with reasonable advance notice that you wish to end your phone service.

Before you cancel your phone service, you should be aware of the minimum contract period you have entered into with your phone company. Most customers are subject to a one-month minimum contract period.

If you want to end phone service after the end of your contract period, you will only have to pay the charges incurred up to the date that your service ends, provided that you have given your phone company reasonable advance notice.

If you want to end phone service before the end of your contract period, additional charges may apply.

There are circumstances when the rules regarding ending phone service are different, such as when someone takes over a customer's phone service, if a customer's home becomes uninhabitable for reasons beyond the customer's control, or in the event of a customer's death. Since these circumstances are very specific, you should consult your phone company or refer to the "Terms of Service" found in your white pages for more information.

Your right to block outgoing long distance and 900 and 976 calls

You can have outgoing long distance calls and 900 and 976 calls blocked. You have the right to have charges for calls to 900 and 976 services waived by the phone company the first time they are reasonably disputed.

Your phone company can set up your phone service so that long distance phone calls cannot be made from your telephone. This long distance blocking service is free, and there is no monthly charge.

Where available, 900 and 976 services are pay-per-call services that connect you to live or pre-recorded information such as chat lines, sports scores, or weather forecasts. You have the right to block outgoing 900 and 976 calls from your telephone. You will not be charged the first time you set up 900 or 976 call blocking service, and no monthly charges apply. There may be a maximum charge of \$10 each time you decide to deactivate or reactivate the blocking service thereafter.

Responsibility for 900 and 976 calls

You have the right to reasonably dispute 900 and 976 charges. The phone company will waive these charges from your bill the first time they are reasonably disputed. The phone company may offer to provide you with 900 and 976 blocking service and if you do not accept this service, you will be responsible for paying all future 900 and 976 charges that appear on your bill.

Your additional rights if you are a person with a disability

There are certain services available for persons with disabilities, some of which may be provided at a discount or free of charge.

If you are registered with the phone company as having a disability, you may be able to receive certain services, such as:

- message relay service available 24 hours a day, 7 days a week, at no charge;
- a 50% discount on basic long distance charges for calls within Canada made by a registered user of a Telecommunications Device for the Deaf (TDD); and/or
- free directory assistance.

A customer who is blind or has a visual impairment has the right to receive billing statements, bill inserts and other billing information in an appropriate alternative format. This could be in Braille, large print, electronic version, or in another format that is agreed upon between the customer and the phone company.

Speak to your phone company to find out about these and other available services and equipment that are specially adapted to meet the needs of persons with disabilities.

Your right to keep your information confidential

Except for your name, address and listed telephone number, all the information that the phone company has about you is confidential.

The phone company may not give out personal information, other than your name, address and listed telephone number, unless you expressly give them permission to do so. There are however a few exceptions to this rule. The phone company may give out your confidential information

without your express permission when it has a legal obligation to do so, as well as for very specific purposes associated with your phone service. The specific purposes for which your phone company may give out your confidential information without your express permission are listed in the "Terms of Service" found in your white pages.

You, or a person acting on your behalf, always have the right to access your confidential information. You also have the right to review any phone company records regarding your telephone service. Specific conditions may apply.

Your rights regarding unsolicited telephone calls

There are rules in place to help you reduce the number of unsolicited calls that you receive.

Ways to reduce unsolicited calls

You should be aware that the phone company may make your name, address and listed telephone number available to telephone directory publishers. The telephone directory publisher can, in turn, provide your information to organizations which could lead to unsolicited telephone calls to your home.

In order to reduce unwanted telephone calls, you may subscribe to a non-published number service. This service will remove your name, address and telephone number from the telephone directory and from directory assistance. A charge of no more than \$2 per month will apply. Alternatively, you may specifically request that the telephone directory publisher not sell or distribute your information to any other parties.

Telemarketing rules

Subscribing to a non-published number service or requesting that your information be removed from the lists given out by publishers of telephone directories may not be enough to stop unsolicited telephone calls. Other rules do exist to protect you from unwanted telemarketing received by means of unsolicited:

- automated calls;
- live calls; and
- faxes.

You have the right to complain to your phone company, or the CRTC, if a telemarketer does not comply with any of the following telemarketing rules. The telemarketing rules listed below are under review by the CRTC and may be subject to change. Contact the CRTC directly for up-to-date information on the telemarketing rules.

Automated calls

Automated calls make use of equipment that stores and dials telephone numbers automatically and can include a pre-recorded message that is played when the phone is answered. Automated calls cannot be used for the purpose of solicitation. This includes automated calls made on behalf of a charity, calls requesting that you hold until an operator is available, or calls referring you to a 900 or 976 number.

Automated calls are only allowed when there is no attempt to solicit, for example if you are called for public service reasons, for emergency purposes, to collect on an overdue account, or to participate in research. Such calls are only permitted from 9:30 a.m. to 8:00 p.m. on weekdays, 10:30 a.m. to 5:00 p.m. on Saturdays, and noon to 5:00 p.m. on Sundays. There are no hour restrictions, however, if the automated call is made for public service reasons.

Automated calls must start with a clear message telling you who is calling, including a mailing address and a local or toll-free telephone number. Automated calls must display the number where the call is coming from or an alternate contact number.

Live calls

When live telemarketers contact you, they must identify the person or organization that they represent. The telemarketer must, if you request it, provide the name, address and telephone number of a person whom you can contact. Telemarketers are required to display the number where the call is coming from or an alternate contact number.

There are no hour restrictions on live telemarketing calls.

If you do not wish a telemarketer to contact you again, you have the right to request that the telemarketer place you on its "Do not call" list. Your name and number must be removed from that telemarketer's calling list within 30 days of your request. Telemarketers are required to maintain your name on their "Do not call" lists for 3 years.

Faxes

A fax from a telemarketer must identify the person or organization on behalf of whom the fax is sent, including the name, address, telephone number and fax number of a person whom you can contact. The fax must display the number where the call is coming from or an alternate contact number. Telemarketing faxes can only be sent on weekdays between 9:00 a.m. and 9:30 p.m. and on weekends from 10:00 a.m. to 6:00 p.m.

If you do not wish to receive a telemarketer's faxes again, you have the right to request that the telemarketer place you on its "Do not call" list. Your name and number must be removed from that telemarketer's calling list within 7 days of your request. Telemarketers are required to maintain your name on their "Do not call" lists for 3 years.

Your right to protect your privacy when calling or being called

You can protect your privacy when calling or being called.

Protecting your privacy when making telephone calls

If you don't want someone you are calling to see your name and telephone number on a call display system, you can make use of call blocking service. The person you are calling will see an empty screen or a message such as "private number". Call blocking service is provided free of charge when used on a per-call basis, by dialling a specific set of numbers before making the call.

Automatic call blocking service on all your outgoing calls may also be available, but monthly charges may apply. Various social service agencies and certain subscribers may be able to receive automatic call blocking free of charge.

Call blocking may not effectively protect your identity when making international calls. For international calls, you may wish to use another method, such as having the operator place the call for you. Some charges may apply.

Protecting your privacy when receiving telephone calls

If you are being harassed by persistent and/or threatening phone calls, and believe that legal measures are necessary, you may use call trace service. Call trace service allows the phone company to provide the caller's telephone number to the police. You are responsible for informing the police of your situation and your call trace request. Charges may apply for using call trace service, up to a maximum of \$10 per month.

Other optional services, such as call display which will allow you to see the name and/or number of the caller, may be available to help you protect your privacy. Contact your phone company, or refer to your telephone directory, to find out more about these services, including any charges that may apply.

Your right to control access to your home

You have the right to control access to your private property.

Your phone company can request permission to enter your premises during reasonable hours in order to perform various services, such as installing, inspecting, repairing or removing its facilities or equipment. Your phone company is required to get permission before it is allowed to enter your home, except in cases of emergency or legal power. The phone company representative must show you a piece of company identification upon request.

Your rights regarding the wiring and equipment inside your home

You have choices when it comes to the telephone equipment and wiring inside your home.

You have the option of purchasing or renting a telephone or other equipment from your phone company. You can also purchase telephone equipment from anyone else that sells such equipment. The telephone equipment must comply with Industry Canada technical specifications.

Most customers are responsible for the telephone wiring inside their homes. If you need telephone wiring inside your home installed, repaired or maintained, you can either hire a contractor or the telephone company to do it, or you can do it yourself. If you live in a rental property, you should speak with your landlord to determine who is responsible for the inside wiring of your residence. If you have multi-line service, or if you are without a telephone jack, the phone company is responsible for the wiring inside your home.

Your right to refunds

You may be entitled to receive refunds when there are problems with your phone service, billing errors, or directory errors.

Refunds for service problems

You have the right to a refund for the period in which you experienced any technical problems with your telephone services, as long as they are not related to your wiring or equipment. To be eligible for a refund, you must inform the phone company of the service problem. In general, you don't have to ask for a refund if the problem lasts for 24 hours or more. However, to ensure a timely refund, you should specifically request it from your phone company.

Refunds for billing errors

You should inform your phone company if you notice that your telephone bill includes a charge that should not have been billed or that was overbilled. You have the right to receive a refund for any billing error as long as you report it within a set period of time. Billing errors for recurring charges, such as monthly local telephone service, must be disputed within one year, while billing errors for non-recurring charges, such as directory assistance charges, must be disputed within 150 days of the date of the bill. Any refund that you receive for a billing error should also be credited with interest.

Refunds for directory errors

If there is an error in your telephone directory listing or your listing has been omitted, you may be able to receive a refund if you have paid any charges for the listing.

If the error relates to your phone number, you have the right to have your incoming phone calls referred to your correct telephone number free of charge. This service will be provided until an updated directory is made available. Number referral service will also generally be provided if the phone company changes your telephone number for whatever reason, for a limited period of time.

Your right to detailed monthly billing information

You have the right to receive a detailed billing statement every month.

The phone company must provide you with a monthly billing statement which details what local and optional services you subscribe to, and how much you are paying for each service.

The prices for some of the services that you receive may change over time, and the phone company does not necessarily have to notify you before it decides to change them. If you have concerns about an item in your billing statement, contact your phone company or the CRTC.

Your right to register a dispute or complaint

You have the right to dispute charges and to file a complaint about the service you receive. There are processes in place to assist you if you are having difficulties getting service or answers from your phone company.

Disputing phone charges

You have the right to dispute any telephone charges on your billing statement that you believe are incorrect. If you dispute a telephone charge, the phone company will investigate your claims, and will make the results of its investigation available to you. The phone company cannot consider the charges that you are reasonably disputing to be past due, but you are required to pay the undisputed portion of your bill.

As a general rule, the phone company cannot threaten to suspend or cut off your local phone service over any amounts that you are reasonably disputing (see "Your rights when the phone company wants to cut off your phone service" section).

Various scams and frauds exist that may affect your telephone service and could lead to additional charges on your phone bill. You are responsible for keeping yourself informed and protecting yourself against various scams and fraud. For more information about known scams and fraud, contact your phone company.

Complaints

You also have the right to complain to the phone company if you have any problems with the service you receive. If you have a dispute or complaint, the first step is to speak to your phone company. If the representative handling your call cannot resolve the problem to your satisfaction, you can ask to speak to the service manager or a supervisor in the customer service department.

If you are still not satisfied with the answer you are getting, you can contact the CRTC. The CRTC will ask the phone company to respond to your concern shortly thereafter. You should receive the phone company's response within 20 working days of the CRTC's request. If the CRTC is not satisfied with the phone company's response, it may investigate the matter further.

If you wish to register a complaint, or want to find out more about your rights in general, you can contact the CRTC by:

- Telephone (toll-free): 1-877-249-CRTC (2782)
- Telephone for TDD users (toll-free): 1-877-909-2782
- Facsimile: 1-819-994-0218
- CRTC Internet address: www.crtc.gc.ca
- Mailing address: CRTC, Ottawa, Ontario, K1A 0N2

Your right to participate in CRTC proceedings

Any interested person or association may participate in CRTC public proceedings, or may submit comments or concerns to the CRTC.

Any person, or group of persons, can participate in public proceedings held by the CRTC. You can find out about upcoming proceedings through official CRTC announcements which are available from any CRTC office and the CRTC's website at www.crtc.gc.ca. The CRTC may also communicate important information through billing inserts in your phone bill. You may contact the CRTC at any local office to find out more information:

Central Office

Les Terrasses de la Chaudière Central Building
1 Promenade du Portage
Gatineau, Quebec
J8X 4B1
Tel: 819-997-0313
TDD: 819-994-0423

Nova Scotia

Metropolitan Place
99 Wyse Road
Suite 1410
Dartmouth, Nova Scotia
B3A 4S5
Tel: 902-426-7997

Quebec

205 Viger Avenue West
Suite 504
Montréal, Quebec
H2Z 1G2
Tel: 514-283-6607

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55 St. Clair Avenue East
Suite 624
Toronto, Ontario
M4T 1M2
Tel: 416-952-9096

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275 Portage Avenue
Suite 1810
Winnipeg, Manitoba
R3B 2B3
Tel: 204-983-6306
TDD: 204-983-8274

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