



## Telecom Notice of Consultation CRTC 2019-309

PDF version

Ottawa, 30 August 2019

*Public record: 1011-NOC2019-0309*

### Show cause proceeding and call for comments – The Wireless Code – Device financing plans

**Deadline for submission of interventions: 15 October 2019**

[\[Submit an intervention or view related documents\]](#)

*The Wireless Code was developed to ensure that Canadians are empowered to make informed decisions about wireless services and to make it easier for them to access services that better meet their needs.*

*One of the specific objectives of the Wireless Code is to eliminate barriers that prevent Canadians from taking advantage of competitive offers in the market. To accomplish this, the Wireless Code, among other things, limits the maximum number of months during which an early cancellation fee can be charged by wireless service providers (WSPs) to 24 months, determines how this early cancellation fee is to be calculated, and prohibits any other fee or penalty from being assessed upon cancellation.*

*Certain WSPs have begun to or expressed the intention to offer wireless service plans with terms of up to 24 months in conjunction with payment plans for handsets (device financing plans) with terms of up to 36 months. This difference between the duration of terms of wireless service plans and device financing plans may lead to costs for Canadians who wish to switch to a different service plan or WSP at the end of a service plan term.*

*The Commission's objective is to ensure that Canadians have choice and are able to exercise it to choose services that best suit their needs at reasonable prices. In that light, the Commission considers that device financing plans with terms that are longer than 24 months may render devices more affordable for Canadians. However, it is also important to ensure that Canadians continue to be protected by the Wireless Code, including the provisions relating to early cancellation fees. A preliminary analysis of the information the Commission has received to date suggests that certain device financing plans, including those with 36-month terms, may not be consistent with the Wireless Code. In particular, in cases where the device financing plan term is longer than the wireless service plan term, the Commission is concerned with customers having to pay the remaining balance of their device financing plan immediately if they wish to change to a different service plan or WSP.*

*Therefore, the Commission is initiating a proceeding to consider whether device financing plans, including those with terms longer than 24 months, are compliant with the Wireless Code.*

*Further, it appears to the Commission that, as of the date of this notice, Bell Canada, Iristel, RCCI, and TCI have offered the device financing plans in question. The Commission is therefore initiating a proceeding for each of those companies to show cause why it has not committed a violation by offering device financing plans that may be in contravention of the Wireless Code, and, if the company is found to have committed a violation, why a mandatory order requiring it to cease offering device financing plans that are non-compliant with the Wireless Code should not be issued against it.*

## **Background**

### **The Wireless Code**

1. The Wireless Code was established in Telecom Regulatory Policy 2013-271 (the Wireless Code Policy) as a code of conduct that governs the relationship between wireless service providers (WSPs) and their customers. It protects Canadians through measures intended to, for example, limit certain fees, require the provision of more information to consumers, and enable Canadians to take advantage of competitive offers.
2. In the Wireless Code Policy, the Commission noted that the Wireless Code should minimize consumers' barriers to switching WSPs and to keeping pace with technological progress. The Commission further considered that the fundamental barrier to consumers taking advantage of competitive offers every two years is not the availability of three-year contracts, but rather the high early cancellation fees that many consumers must pay if they wish to upgrade devices or change WSPs. As a result, the Commission imposed restrictions on the imposition of early cancellation fees to minimize the costs of switching WSPs for consumers, in order to benefit consumers and ultimately result in a more dynamic market.
3. The Commission limited the maximum early cancellation fee to the remaining value of the handset, i.e. the amount of the device subsidy offered to the customer at the time of purchase that has not been recouped when the wireless service contract is cancelled. Specifically, if a customer cancels a wireless service contract before the end of the commitment period, a WSP must not charge the customer any fee or penalty other than the early cancellation fee, calculated in accordance with the formula in the Wireless Code, which limited the early cancellation fee as follows:
  - if a subsidized device is provided with the contract: the maximum number of months over which an early cancellation fee can be applied is the lesser of 24 months or the total number of months in the contract term, and this fee must not exceed the value of the device subsidy; or

- if a subsidized device is not provided with the contract: the early cancellation fee is the lesser of \$50 or 10% of the minimum monthly charge for the remaining months of the contract, up to a maximum of 24 months for fixed-term contracts.
4. In creating the Wireless Code, the Commission recognized that WSPs often market wireless service plans in a manner that closely links them to devices. This is reflected, in part, through the provisions of the Wireless Code set out in sections G.1. to 3. with respect to early cancellation fees, as well as other customer protection provisions such as provision B.1.(i)(c) regarding a customer's ability to cancel a service without an early cancellation fee if the permanent copy of the contract conflicts with what the customer agreed to or is not provided within the required timeframe, as well as those in sections F.3. Lost or stolen devices, F.4. Repairs, G.4. Trial period, and G.6. Contract extension. These provisions are closely related to the early cancellation fee to ensure the availability of customer protections that the Commission determined are necessary.
  5. The Commission maintained the above-noted provisions in its review of the Wireless Code in Telecom Regulatory Policy 2017-200 (the Wireless Code Review).
  6. The Wireless Code and the Wireless Code Review were established in accordance with the 2006 Policy Direction.<sup>1</sup> Since then, a new policy direction – the 2019 Policy Direction – was issued under the *Telecommunications Act* (the Act).<sup>2</sup> The 2019 Policy Direction requires the Commission to consider how its decisions can promote competition, affordability, consumer interests, and innovation.

### **Device financing plans**

7. The Commission notes that, recently, some WSPs have made new device financing plans available in the mobile wireless service market. To better understand these new plans and how they are being offered to customers, a request for information (RFI) was sent to WSPs on 16 July 2019. WSPs submitted their responses to that RFI on 30 July 2019. The Commission hereby includes those responses on the public record of this proceeding.
8. The WSPs' responses indicate that the device financing plans provide customers with the ability to pay for a financed device in monthly instalments, such that the customer no longer makes any payments associated with the device once the remaining balance of the device financing plan is fully paid.

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<sup>1</sup> *Order Issuing a Direction to the CRTC on Implementing the Canadian Telecommunications Policy Objectives*, SOR/2006-355, 14 December 2006

<sup>2</sup> *Order Issuing a Direction to the CRTC on Implementing the Canadian Telecommunications Policy Objectives to Promote Competition, Affordability, Consumer Interests and Innovation*, SOR/2019-227, 17 June 2019

9. The responses also demonstrate that device financing plans are offered on terms that may be the same as wireless service plans, or may differ. Some device financing plans, such as those being offered by Iristel Inc. (Iristel) and TELUS Communications Inc. (TCI), can be combined with a device subsidy, while others, such as those offered by Bell Canada and Rogers Communications Canada Inc. (RCCI), preclude this combination. In all instances, device financing plans are made available by WSPs only in conjunction with a wireless service plan. Bell Canada, Iristel, and TCI offer them only in conjunction with fixed-term wireless service plans while RCCI offers them in conjunction with indeterminate wireless service plans.
10. The Commission notes that it considered the separation of the device subsidy charge from the monthly wireless service charge on a customer's bill as part of the Wireless Code Review. The Commission determined that, given the high cost of updating WSPs' billing systems and the likelihood of this cost being passed on to consumers, requiring the separation of the device subsidy charge from the wireless service charge was not appropriate at that time. Further, the Commission considered that the separation of the device subsidy charge from the wireless service charge could be viewed as an opportunity for WSPs to exercise a competitive advantage in the market.
11. At the time device financing plans were introduced in the market, RCCI and TCI offered the plans with both 24- and 36-month terms. Other WSPs have stated that they are considering making device financing plans with 36-month terms available as well. The Commission issued a [letter](#) on 2 August 2019 that included an expectation that all WSPs cease offering device financing plans on terms longer than 24 months until the Commission has had an opportunity to complete a full review of the practice.
12. The Commission considers that device financing plans with terms that are longer than 24 months may be beneficial for Canadians by, for example, rendering devices more affordable. However, the Commission wants to ensure that Canadians continue to be protected by the Wireless Code, including the provisions relating to early cancellation fees.

### **Application of the Wireless Code to device financing plans**

13. A preliminary analysis of the information the Commission has received thus far suggests that certain device financing plans, including those with 36-month terms, may not be consistent with the Wireless Code. At issue are the provisions related to early cancellation fees contained in sections G.1. to 3., as well as the definitions of the following terms:
  - fixed-term contract,<sup>3</sup>
  - commitment period,<sup>4</sup>

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<sup>3</sup> The Wireless Code defines "fixed-term contracts" as "[c]ontracts that have a set duration (usually one or two years)."

- contract,<sup>5</sup>
- indeterminate contract,<sup>6</sup>
- subsidized device,<sup>7</sup>
- device subsidy,<sup>8</sup> and
- early cancellation fee.<sup>9</sup>

14. Ultimately, the Commission's objective is not simply for WSPs to comply with the Wireless Code, but to ensure that Canadians have choice and are able to exercise it to choose services that best suit their needs at reasonable prices. In this regard, the Commission is concerned with the possibility of customers having to pay the remaining balance of their device financing plan immediately if they wish to change to a different service plan or change WSPs at the end of their wireless service plan's commitment period. For example, if a wireless service plan ends after 24 months, the full remaining value of 12 months of payments on a 36-month device financing plan may have to be paid immediately to the WSP before the customer can change to a different wireless service plan or WSP.

15. It appears, therefore, that the device financing and wireless service plans may not, in fact, be functionally separate, as WSPs have claimed. Customers cannot obtain a device financing plan without a wireless service plan, and the cancellation of the wireless service plan triggers the payment of the remaining balance of the device financing plan.

16. The Commission is concerned that the requirement to pay the remaining balance of the device financing plan at the time a customer cancels their wireless service plan may, in effect, result in the imposition of a penalty.

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<sup>4</sup> The Wireless Code defines "commitment period" as "[t]he term or duration of the contract. For fixed-term contracts, the commitment period is the entire duration of the contract. For indeterminate contracts, the commitment period is the current month or billing cycle."

<sup>5</sup> The Wireless Code defines "contract" as "a binding agreement between a service provider and a customer to provide wireless services."

<sup>6</sup> The Wireless Code defines "indeterminate contracts" as contracts that "do not have a set duration. They automatically renew each month."

<sup>7</sup> The Wireless Code defines "subsidized device" as "[a] wireless device that is sold to a customer by a service provider at a reduced price as part of a contract. A wireless device that is (i) purchased by the customer at full price; or (ii) not purchased as part of the contract is not a subsidized device."

<sup>8</sup> The Wireless Code defines "device subsidy" as "[t]he difference between (i) the lesser of the manufacturer's suggested retail price of a device or the price set for the device when it is purchased from the service provider without a contract; and (ii) the amount a customer paid for the device when they agreed to the contract."

<sup>9</sup> The Wireless Code defines "early cancellation fee" as "[a] fee that may be applied when a customer's service is cancelled before the end of the commitment period."

17. If device financing plans operate like a device subsidy under the Wireless Code, the requirement to pay the remaining balance upon cancellation of the wireless service plan could be considered an early cancellation fee, as set out in section G.2. of the Wireless Code. However, if device financing plans are considered separate from wireless service plans and are not a device subsidy, the requirement to pay the remaining balance upon cancellation of the wireless service plan could be considered a penalty or other fee, as set out in provision G.1.(i) of the Wireless Code.
18. Further, the requirement to pay the remaining balance of a device financing plan with a 36-month term upon the cancellation of a wireless service plan with a 24-month term could be considered the imposition of an early cancellation fee, as set out in provisions G.2.(i) and G.3.(i) of the Wireless Code. In particular, provisions G.2.(i)(a), G.2.(i)(b), and G.3.(i)(a) of the Wireless Code require that the early cancellation fee be reduced by an equal amount each month so that it reaches \$0 after 24 months.
19. The Commission is of the preliminary view that certain device financing plans may create a new barrier for customers to take advantage of competitive offers in the market. In particular, customers, who may benefit in the immediate term from lower monthly costs related to their devices, appear to be asked to accept terms and conditions that may require them to stay with their current WSP after the end of their wireless service plan commitment period or be charged for the remainder of the cost of the device.
20. The Commission is concerned that WSPs, in attempting to offer customers a more affordable way to keep pace with technological change, may be circumventing some of the Wireless Code provisions related to the early cancellation fee provisions identified above.

### **Call for comments**

21. In light of all the above, the Commission hereby initiates a public proceeding to consider the compliance of device financing plans with the Wireless Code, and, in particular, the plans being offered with terms longer than 24 months. The Commission will consider the application of existing provisions of the Wireless Code, including section G as it relates to the imposition of fees or penalties on customers, to these plans.
22. Specifically, parties may address the following issues in their interventions. Parties must provide clear rationale for their positions and all evidence upon which they rely to support those positions.

Q.1. What the benefits are, if any, of WSPs offering device financing plans to customers, including whether there are any distinct benefits of device financing plans with terms greater than 24 months.

Q.2. How the definitions set out in the Wireless Code apply to device financing plans, including whether

- a) a device provided pursuant to a device financing plan is a “subsidized device” and/or a “device subsidy,” as those terms are defined and understood in the Wireless Code. If not, why not?
- b) the obligation to pay the remaining balance of a device upon cancellation of the wireless service plan is an “early cancellation fee,” as that term is defined and understood in the Wireless Code. If not, why not?
- c) the obligation to pay the remaining balance of a device upon cancellation of the wireless service plan is a “fee” or “penalty” other than an “early cancellation fee,” as those terms are understood in the Wireless Code. If not, why not?
- d) a device financing plan should be considered a “contract,” as that term is defined and understood in the Wireless Code. If not, why not?
- e) a device financing plan that provides for the financing of a device over the course of a fixed term should be considered a “fixed-term contract,” as that term is defined and understood in the Wireless Code. If not, why not?
- f) in the context of a device financing plan, a wireless service plan “commitment period” should always be defined in relation to a “fixed-term contract.” If not, why not?

Q.3. How the provisions of the Wireless Code apply to device financing plans, including whether

- a) device financing plans should be considered an integral part of wireless service plans in instances where the cancellation of a wireless service plan triggers the cancellation of the device financing plan, resulting in them not being functionally separate. If not, why not?
- b) device financing plans should be considered “fixed-term contracts,” even in instances where the wireless service plan is provided on an indeterminate basis. If not, why not?
- c) device financing plans that WSPs offer, or that WSPs are considering offering, contravene any other provisions of the Wireless Code or prevent the protections of the Wireless Code from applying in the intended manner.

Q.4. Whether device financing plans can be structured to comply with the Wireless Code and more fully benefit Canadians. In particular, how to ensure that device financing plans achieve the objectives of the Wireless Code to make it easier for Canadians to understand their wireless service contracts, switch service providers, and prevent bill shock. In that regard,

- a) Are there conditions under which device financing plans or variations on such plans could be permitted that would not result in unnecessary costs for consumers or unduly inhibit their choice of wireless services or WSPs? If not, why not?

- b) Can wireless service plans be separated from device financing plans, such that cancellation of the wireless service plan does not trigger cancellation of the device financing plan? Would such a separation render device financing plans compliant with the Wireless Code? If not, what other changes to terms and conditions would be necessary?
- c) Can device financing plans with terms greater than 24 months be compliant with the Wireless Code? If so, how?
- d) Can the necessary changes to ensure compliance with the Wireless Code still provide customers with affordable options to obtain their devices? If not, why not?

23. Following this consultation, the Commission will be able to determine what direction and guidance, if any, should be given to the Commission for Complaints for Telecom-television Services Inc. (CCTS) with respect to addressing complaints related to device financing plans, including those with terms greater than 24 months.

### **Compliance assessment of current device financing plans**

#### **Has a violation been committed?**

24. In their responses to the RFI, Bell Canada, Iristel, RCCI, and TCI submitted that a customer who cancels a wireless service plan prior to the end of the device financing plan term will have to immediately pay the remaining balance of the device financing plan. As discussed above, this may be contrary to the Wireless Code, since it appears to be functionally similar to an early cancellation fee or penalty. Further, it appears as though the device financing plans being offered are not separate from wireless service plans and may be integral to wireless service plans.
25. Additionally, in offering device financing plans with terms longer than 24 months that are not functionally separate from wireless service plans, RCCI and TCI may, in effect, be creating a barrier to consumers availing themselves of competitive offers and switching providers.
26. RCCI submitted that it offers device financing plans in conjunction with (i) for mobile wireless phones: a Rogers Infinite plan, which is an indeterminate wireless service plan; and (ii) for tablets and other devices: Rogers Infinite, Share Everything, and Fido price plans, which include both indeterminate and fixed-term wireless service plans. RCCI submitted that, in both instances, customers cannot combine a device financing plan with a device subsidy.
27. Iristel and TCI submitted that they offer device financing plans only in conjunction with specific fixed-term wireless service plans and that customers may have both a device subsidy and a device financing plan. Bell Canada submitted that it also offers device financing plans only in conjunction with fixed-term wireless service plans, but that customers cannot combine a device financing plan with a device subsidy.

28. Based on the information provided by these WSPs in their responses to the RFI, it appears that the device financing plans currently being offered may be in breach of the following Wireless Code provisions in Section G. Contract cancellation and extension: G.1.(i), G.2.(i)(a), G.2.(i)(b), G.3(i)(a), and G.3.(i)(b), all of which are imposed under section 24 of the Act as a condition of offering retail mobile wireless services.
29. Under provision G.2.(i) of the Wireless Code, in any instance where an early cancellation fee can be applied on a wireless service plan with a device subsidy, it must not be applied for a period longer than the lesser of 24 months or the contract term. The device financing plans that TCI was offering with terms longer than 24 months, and that require payment of the remaining balance when a customer cancels their 24-month term wireless service plan, appear to be in breach of this provision. If the device financing plans that RCCI has been offering are determined to operate similarly to a device subsidy, then RCCI's device financing plans with terms longer than 24 months, offered in conjunction with indeterminate wireless service plans, may also be in breach of provision G.2.(i)(b). This is because payment of the remaining balance of the device financing plan would be required after 24 months.
30. Under provision G.2.(i)(a) of the Wireless Code, for fixed-term contracts with a device subsidy, the early cancellation fee must not exceed the value of the device subsidy. Both Iristel and TCI offer plans that allow for both a device subsidy and a device financing plan. These device financing plans appear to be in breach of provision G.2.(i)(a) by requiring a customer to pay not only the value of the device subsidy, but also the remaining balance of the device financing plan.
31. The Commission determined in provision G.6.(i) of the Wireless Code that fixed-term contracts may be extended at the end of the commitment period on a month-to-month basis, with the same rates, terms, and conditions. This type of contract can be considered an indeterminate wireless service contract, as defined in the Wireless Code. TCI's fixed-term wireless service plans associated with device subsidies and device financing plans with terms longer than 24 months appear to be in breach of provision G.2.(i)(b), once the initial service plan term elapses, for requiring payment of the device financing plan balance after 24 months.
32. In addition, under provision G.3.(i)(b) of the Wireless Code, for indeterminate contracts without a device subsidy, no early cancellation fee may be imposed if a customer cancels their wireless service prior to the end of the contract term. The device financing plans that TCI offers, in conjunction with wireless service plans without a device subsidy that convert to indeterminate plans, may also be in breach of provision G.3.(i)(b) for requiring payment of the remaining balance of the device financing plan upon cancellation of the wireless service plan. If RCCI's device financing plans are determined to operate similarly to a device subsidy, then those plans may be in breach of provision G.3.(i)(b) for requiring a customer to pay the remaining balance of their device financing plan when cancelling their indeterminate wireless service plan.

33. Under provision G.3.(i)(a) of the Wireless Code, for fixed-term contracts without a device subsidy, the early cancellation fee must be the lesser of \$50 or 10% of the minimum monthly charge for the remaining months of the contract, up to a maximum of 24 months. Bell Canada, Iristel, and TCI offer device financing plans that they claim do not have a device subsidy in conjunction with a fixed-term contract. These device financing plans also require full payment of the remaining balance of the device financing plan if the associated wireless service plan is cancelled. This may breach provision G.3.(i)(a) of the Wireless Code, since the remaining device financing plan balance could be higher than the lesser of \$50 or 10% of the minimum monthly charge.
34. Under provision G.1.(i) of the Wireless Code, in any instance, no fee or penalty other than the early cancellation fee may be charged to customers upon cancellation of a contract. If the required payment of the remaining balance of the device financing plan upon cancellation of the wireless service plan is not, in fact, an early cancellation fee, then Bell Canada, Iristel, RCCI, and TCI may be in breach of this provision by charging customers a fee or penalty for cancelling their wireless service plan.
35. The nature and scope of these potential breaches and other factors to be considered in redressing violations will be assessed through the issuance of further RFIs in the context of this proceeding. The process relating to the issuance of those RFIs is set out below in the section entitled “Specific procedural matters in relation to this proceeding.”

**If a violation is found, what are the appropriate enforcement measures?**

36. Under section 51 of the Act, the Commission may order a person, at or within any time and subject to any conditions that it determines, to do anything a person is required to do under the Act or forbid a person to do anything that is prohibited under the Act. Failure to abide by the terms of a mandatory order could form the basis for a subsequent violation of the Act.
37. Given the importance of the protections of the Wireless Code to consumers, if Bell Canada, Iristel, RCCI, and/or TCI are found to have committed a violation, the Commission may consider an enforcement measure such as a mandatory order to ensure that those companies cease offering device financing plans that are non-compliant with the Wireless Code.
38. Should the Commission determine that Bell Canada, Iristel, RCCI, and/or TCI have committed a violation of section 72.001 of the Act by offering device financing plans that are in contravention of the Wireless Code, it may initiate an additional proceeding to consider whether the imposition of an administrative monetary penalty (AMP) would be an appropriate enforcement measure.
39. The Commission reminds WSPs that if it determines that the current device financing plans being offered are non-compliant with the Wireless Code, every contravention of

a provision of the Wireless Code for each individual device financing plan entered into by each customer will constitute a separate and distinct violation.

### **Show cause proceeding**

40. In light of the above, the Commission **directs** each of the following WSPs to show cause why the Commission should not find that the WSP has committed a violation under section 72.001 of the Act by offering device financing plans that are in contravention of certain provisions set out in Section G. Contract cancellation and extension of the Wireless Code, detailed below, all of which are imposed under section 24 of the Act as a condition of offering retail mobile wireless services:

- Bell Canada: provisions G.1.(i) and G.3.(i)(a);
- Iristel: provisions G.1.(i), G.2.(i)(a), and G.3.(i)(a);
- RCCI: provisions G.1.(i), G.2.(i)(b) and G.3.(i)(b); and
- TCI: provisions G.1(i), G.2.(i)(a), G.2.(i)(b), G.3.(i)(a), and G.3.(i)(b).

41. The Commission also **directs** Bell Canada, Iristel, RCCI, and TCI to each show cause why, if the company is found to have committed a violation, the Commission should not issue against it a mandatory order requiring it to cease offering device financing plans that are non-compliant with the Wireless Code, including those on terms longer than 24 months.

42. As noted above, the Commission may initiate an additional show cause proceeding, should it determine that any violations of the Wireless Code have been committed, to consider whether the imposition of AMPs would be appropriate.

43. Interested persons may also file interventions on these matters.

### **Specific procedural matters in relation to this proceeding**

44. The Commission will be issuing further requests for information to the WSPs that confirmed through their responses to the RFI that they are offering device financing plans. This information will be placed on the public record of this proceeding, subject to any claims of confidentiality that may be made in accordance with the *Canadian Radio-television and Telecommunications Commission Rules of Practice and Procedure* (the Rules of Procedure). Responses are to be filed no later than **16 September 2019**.

### **Procedure**

45. The Rules of Procedure apply to this proceeding. The Rules of Procedure set out, among other things, the rules for the content, format, filing, and service of interventions, answers, replies, and requests for information; the procedure for filing

confidential information and requesting its disclosure; and the conduct of public hearings. Accordingly, the procedure set out below must be read in conjunction with the Rules of Procedure and related documents, which can be found on the Commission's website at [www.crtc.gc.ca](http://www.crtc.gc.ca), under "[Statutes and regulations](#)." The guidelines set out in Broadcasting and Telecom Information Bulletin 2010-959 provide information to help interested persons and parties understand the Rules of Procedure so that they can more effectively participate in Commission proceedings.

46. Bell Canada, Iristel, RCCI, and TCI are made parties to this proceeding and may file evidence that supports their positions with respect to the show cause proceeding by **15 October 2019**.
47. All interested persons who wish to become parties to this proceeding must file an intervention with the Commission regarding the above-noted issues, in both the call for comments and the show cause proceeding, by **15 October 2019**. The intervention must be filed in accordance with section 26 of the Rules of Procedure.
48. Parties are permitted to coordinate, organize, and file, in a single submission, interventions by other interested persons who share their position. Information on how to file this type of submission, known as a joint supporting intervention, as well as a [template](#) for the accompanying cover letter to be filed by parties, can be found in Telecom Information Bulletin 2011-693.
49. All documents required to be served on parties to the proceeding must be served using the contact information contained in the interventions.
50. All parties may file replies to interventions with the Commission by **29 October 2019**.
51. The Commission encourages interested persons and parties to monitor the record of this proceeding, available on the Commission's website at [www.crtc.gc.ca](http://www.crtc.gc.ca), for additional information that they may find useful when preparing their submissions.
52. Submissions longer than five pages should include a summary. Each paragraph of all submissions should be numbered, and the line **\*\*\*End of document\*\*\*** should follow the last paragraph. This will help the Commission verify that the document has not been damaged during electronic transmission.
53. Pursuant to Broadcasting and Telecom Information Bulletin 2015-242, the Commission expects incorporated entities and associations, and encourages all Canadians, to file submissions for Commission proceedings in accessible formats (for example, text-based file formats that enable text to be enlarged or modified, or read by screen readers). To provide assistance in this regard, the Commission has posted on its website [guidelines](#) for preparing documents in accessible formats.
54. Submissions must be filed by sending them to the Secretary General of the Commission using **only one** of the following means:

**by completing the**  
[\[Intervention form\]](#)

or

**by mail to**  
CRTC, Ottawa, Ontario K1A 0N2

or

**by fax to**  
819-994-0218

55. Parties who send documents electronically must ensure that they will be able to prove, upon Commission request, that filing, or where required, service of a particular document was completed. Accordingly, parties must keep proof of the sending and receipt of each document for 180 days after the date on which the document is filed or served. The Commission advises parties who file or serve documents by electronic means to exercise caution when using email for the service of documents, as it may be difficult to establish that service has occurred.
56. In accordance with the Rules of Procedure, a document must be received by the Commission and all relevant parties by 5 p.m. Vancouver time (8 p.m. Ottawa time) on the date it is due. Parties are responsible for ensuring the timely delivery of their submissions and will not be notified if their submissions are received after the deadline. Late submissions, including those due to postal delays, will not be considered by the Commission and will not be made part of the public record.
57. The Commission will not formally acknowledge submissions. It will, however, fully consider all submissions, which will form part of the public record of the proceeding, provided that the procedure for filing set out above has been followed.

### **Important notice**

58. All information that parties provide as part of this public process, except information designated confidential, whether sent by postal mail, fax, email, or through the Commission's website at [www.crtc.gc.ca](http://www.crtc.gc.ca), becomes part of a publicly accessible file and will be posted on the Commission's website. This includes all personal information, such as full names, email addresses, postal/street addresses, and telephone and fax numbers.
59. The personal information that parties provide will be used and may be disclosed for the purpose for which the information was obtained or compiled by the Commission, or for a use consistent with that purpose.
60. Documents received electronically or otherwise will be posted on the Commission's website in their entirety exactly as received, including any personal information

contained therein, in the official language and format in which they are received. Documents not received electronically will be available in PDF format.

61. The information that parties provide to the Commission as part of this public process is entered into an unsearchable database dedicated to this specific public process. This database is accessible only from the web page of this particular public process. As a result, a general search of the Commission's website with the help of either its search engine or a third-party search engine will not provide access to the information that was provided as part of this public process.

### **Availability of documents**

62. Electronic versions of the interventions and other documents referred to in this notice are available on the Commission's website at [www.crtc.gc.ca](http://www.crtc.gc.ca) by using the public record number provided at the beginning of this notice or by visiting the "Consultations and hearings – Have your say!" section, then selecting "our applications and processes that are open for comment." Documents can then be accessed by clicking on the links in the "Subject" and "Related Documents" columns associated with this particular notice.
63. Documents are also available at the following address, upon request, during normal business hours.

Les Terrasses de la Chaudière  
Central Building  
1 Promenade du Portage  
Gatineau, Quebec  
J8X 4B1  
Tel.: 819-997-2429  
Fax: 819-994-0218  
  
Toll-free telephone: 1-877-249-2782  
Toll-free TTY: 1-877-909-2782

Secretary General

### **Related documents**

- *Review of the Wireless Code*, Telecom Regulatory Policy CRTC 2017-200, 15 June 2017
- *Filing submissions for Commission proceedings in accessible formats*, Broadcasting and Telecom Information Bulletin CRTC 2015-242, 8 June 2015
- *The Wireless Code*, Telecom Regulatory Policy CRTC 2013-271, 3 June 2013
- *Filing of joint supporting interventions*, Telecom Information Bulletin CRTC 2011-693, 8 November 2011

- *Guidelines on the CRTC Rules of Practice and Procedure*, Broadcasting and Telecom Information Bulletin CRTC 2010-959, 23 December 2010